AI-39140 **County Judge's Office 6. B.**

CC REGULAR

Meeting Date: 06/11/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Resolution honoring members of the State Legislative Delegation from Hidalgo County for their accomplishments during the 83rd Legislative Session

BACKGROUND

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/06/2013 04:17 PM
Purchasing Department	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Monica Badillo Started On: 06/06/2013 01:56 PM

Final Approval Date: 06/07/2013

RESOLUTION HONORING THE HIDALGO COUNTY STATE LEGISLATIVE DELEGATION

WHEREAS, the State of Texas' 83rd Legislative Session commenced in Austin, Texas on January 8, 2013; Hidalgo County was privileged to have seven legislators representing the interests of our area, including two senators and five representatives; and

WHEREAS, the members of the Hidalgo County legislative delegation, in conjunction with their counterparts from neighboring counties in the Rio Grande Valley, and with their colleagues throughout the state, worked tirelessly and diligently, and in a bipartisan and regional manner, to promote and successfully approve legislation benefiting the Rio Grande Valley and Hidalgo County residents; and

WHEREAS, notable legislation authored or supported by our Hidalgo County delegation that was approved during this session which directly benefits Hidalgo County and its residents includes the creation of the new university for South Texas, which grants access to Permanent University Fund (PUF) funding; the creation of a medical school for South Texas with the first two years of classroom instruction to be located in Hidalgo County; funding for key transportation projects in Hidalgo County, such as $85 million for State Highway 68; uncompensated care fee on hospitals to help Hidalgo County care for the uninsured; and the regulation of the sale of food or merchandise in unincorporated areas along public highways, to name a few. The legislators also approved the state budget, with increased funding for public education, funds to support attainment of higher education, and considerable funding for mental health and substance abuse services and programs; and

WHEREAS, the members of the state legislative delegation representing communities in Hidalgo County include State Senator Juan "Chuy" Hinojosa, State Senator Eddie Lucio, Jr., State Representative Terry Canales, State Representative R. D. "Bobby" Guerra, State Representative Oscar Longoria, State Representative Armando "Mando" Martinez, and State Representative Sergio Muñoz, Jr.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners' Court hereby recognizes and honors the members of the Texas State Legislative Delegation representing Hidalgo County for the extraordinary accomplishments achieved during the 83rd Legislative Session benefiting the residents of Hidalgo County, the Rio Grande Valley, and this great state of Texas.

Approved this 11th day of June, 2013.

RAMON GARCIA
County Judge

A. C. Cuellar, Jr.
County Commissioner, Pct. 1

HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR.
County Clerk

AI-39164 **County Judge's Office 6. C.**

CC REGULAR

Meeting Date: 06/11/2013

Submitted For: Roberto Villarreal **Submitted By:** SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Consideration and approval to submit letters to Governor Perry, Lt. Governor Dewhurst, and Speaker Straus in support for transportation funding through SJR 2/HJR 9.

BACKGROUND

Attachments

Summary

letters

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/07/2013 03:59 PM
Olga Garza	Olga Garza	06/07/2013 04:54 PM
Purchasing Department	Monica Badillo	06/07/2013 05:22 PM

Form Started By: SANDRA DELEON Started On: 06/07/2013 03:27 PM

Final Approval Date: 06/07/2013

TRANSPORTATION ADVOCATES of TEXAS
Moving People. Creating Jobs.

www.transportationadvocatesoftexas.org

June 5, 2013

Action Needed: Show Your Support for Transportation Funding Through SJR 2/HJR 9

Proposal Would Allocate Some Growth in Oil & Gas Severance Tax Revenue to the State Highway Fund

At the beginning of the regular legislative session, the Governor, Lt. Governor and Speaker of the House all mentioned on multiple occasions that education, water and transportation would be their highest priority issues. They dealt with water and education, but fell short with transportation.

TxDOT advised the Legislature that a minimum of $4 billion in additional transportation funding is needed annually just to keep road conditions and congestion from deteriorating further. Funding for new highway construction is set to plunge over the next two years as borrowing and one-time funding sources are exhausted.

Actions taken by the Legislature in the regular session added only $850 million a year for transportation funding. Now in the special session, there is an opportunity to more than double that amount.

Senators Robert Nichols and Tommy Williams have filed SJR 2 that would allocate some of the revenue growth from the oil and gas severance tax to the State Highway Fund. Rep. Larry Phillips has filed HJR 9 as a companion in the House.

The joint resolution would put a constitutional amendment before the voters in November. Voters would be asked if they want half of the severance taxes that now goes to the state's Rainy Day Fund to instead go to building and maintaining highways. That would generate an estimated $900 million per year in additional highway funding in 2014 and 2015.

Oil production in Texas is growing dramatically and huge natural gas fields have been discovered and will be developed in the years ahead as natural gas



demand grows and prices improve. That will mean more funding for transportation and at the same time will keep replenishing the Rainy Day Fund.

The Governor is considering adding an item to the call for the special session to enable the Legislature to act on SJR 2/HJR 9.

Only the Governor can add an item to the legislative agenda during a special session.

The Transportation Advocates of Texas strongly urges you to write to the Governor and urge him to add transportation funding to the call for the special session so that the Legislature can act on SJR 2/HJR 9.

Further, please let Speaker of the House Joe Straus, Lt. Governor David Dewhurst and members of the Legislature know that you support SJR 2/HJR 9 and the constitutional amendment directing more funding to the State Highway Fund.

Chairman: Jim Reed, (210) 614-3724 • Vice Chairman: Vic Suhm, (817) 262-7230
Treasurer: Jennifer McEwan, (512) 786-9096 • Secretary: Brandon Janes, (512) 236-2095
Transportation Advocates of Texas, Inc. (TAoT), 13526 George Road, Suite 107, San Antonio, Texas 78230

OFFICE OF THE COUNTY JUDGE
County Of Hidalgo

RAMON GARCIA
County Judge

June 11, 2013

The Honorable Rick Perry
Governor, State of Texas
P.O. Box 12428
Austin, Texas 78711

Dear Governor Perry:

The Alliance for I-69 Texas asks that you include in the call of the special legislative session consideration of SJR 2, a constitutional amendment by Senator Nichols and Senator Williams to direct a portion of oil and gas severance taxes to transportation funding. Representative Phillips has introduced HJR 9 as a companion in the House.

The Executive Director of the Texas Department of Transportation (TxDOT) testified during the 83rd Regular Legislative Session that the Department needs an additional $4 billion in funding to build needed new capacity and for maintaining and preserving the existing transportation system. Other than $450 million for reconstruction of rural roads damaged by oil and gas production activity, the Legislature was only able to identify $400 million of that needed $4 billion during the regular session. This special session and consideration of SJR 2/HJR 9 provides an opportunity to address a portion of that transportation funding gap.

Your consideration is most appreciated. The Alliance for I-69 Texas is extremely grateful for the support that you as Governor of Texas have given our interstate project over your years in office.

Sincerely,

Ramon Garcia
County Judge

P.O. Box 1356 ★ Edinburg, Texas 78540 ★ (956) 318-2600 ★ Fax (956) 318-2699

OFFICE OF THE COUNTY JUDGE
County Of Hidalgo

RAMON GARCIA
County Judge

June 11, 2013

The Honorable David Dewhurst
Lieutenant Governor, State of Texas
Capitol Station
P.O. Box 12068
Austin, Texas 78711

Dear Lt. Governor Dewhurst:

The Alliance for I-69 Texas asks that you include in the call of the special legislative session consideration of SJR 2, a constitutional amendment by Senator Nichols and Senator Williams to direct a portion of oil and gas severance taxes to transportation funding. Representative Phillips has introduced HJR 9 as a companion in the House.

The Executive Director of the Texas Department of Transportation (TxDOT) testified during the 83rd Regular Legislative Session that the Department needs an additional $4 billion in funding to build needed new capacity and for maintaining and preserving the existing transportation system. Other than $450 million for reconstruction of rural roads damaged by oil and gas production activity, the Legislature was only able to identify $400 million of that needed $4 billion during the regular session. This special session and consideration of SJR 2/HJR 9 provides an opportunity to address a portion of that transportation funding gap.

Please join us in urging the Governor to add transportation funding to the special session call so that the Legislature can act on SJR 2/HJR 9. Thank you for your leadership and service to Texas. Enclosed is a one-page summary we are sending to Alliance for I-69 Texas members to use in discussions with their members of the House and Senate.

Sincerely,

Ramon Garcia
County Judge

P.O. Box 1356 ★ Edinburg, Texas 78540 ★ (956) 318-2600 ★ Fax (956) 318-2699

OFFICE OF THE COUNTY JUDGE
County Of Hidalgo

RAMON GARCIA
County Judge

June 11, 2013

The Honorable Joe Straus
Speaker of the House, State of Texas
P.O. Box 2910
Austin, Texas 78768

Dear Speaker Straus:

The Alliance for I-69 Texas asks that you include in the call of the special legislative session consideration of SJR 2, a constitutional amendment by Senator Nichols and Senator Williams to direct a portion of oil and gas severance taxes to transportation funding. Representative Phillips has introduced HJR 9 as a companion in the House.

The Executive Director of the Texas Department of Transportation (TxDOT) testified during the 83rd Regular Legislative Session that the Department needs an additional $4 billion in funding to build needed new capacity and for maintaining and preserving the existing transportation system. Other than $450 million for reconstruction of rural roads damaged by oil and gas production activity, the Legislature was only able to identify $400 million of that needed $4 billion during the regular session. This special session and consideration of SJR 2/HJR 9 provides an opportunity to address a portion of that transportation funding gap.

Please join us in urging the Governor to add transportation funding to the special session call so that the Legislature can act on SJR 2/HJR 9. Thank you for your leadership and service to Texas. Enclosed is a one-page summary we are sending to Alliance for I-69 Texas members to use in discussions with their members of the House and Senate.

Sincerely,

Ramon Garcia
County Judge

P.O. Box 1356 ★ Edinburg, Texas 78540 ★ (956) 318-2600 ★ Fax (956) 318-2699

AI-39162 **County Judge's Office 6. D.**

CC REGULAR

Meeting Date: 06/11/2013

Submitted For: Jaime Longoria **Submitted By:** SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Update on I-69 designation

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/07/2013 04:31 PM
Olga Garza	Olga Garza	06/07/2013 04:54 PM
Purchasing Department	Monica Badillo	06/07/2013 05:22 PM

Form Started By: SANDRA DELEON Started On: 06/07/2013

Final Approval Date: 06/07/2013

AI-39167 **County Judge's Office 6. E.**

CC REGULAR

Meeting Date: 06/11/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Requesting approval to submit event request form and application for permit to use common area to La Plaza Mall in McAllen in order to host the "Dare to Prepare" Hurricane Preparedness Fair on Saturday, June 15, 2013 from 11am-1pm

BACKGROUND

Attachments

SCHEDULE

permit

request form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/07/2013 05:07 PM
Purchasing Department	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Monica Badillo Started On: 06/07/2013 04:07 PM

Final Approval Date: 06/07/2013

Contact: Karina Cardoza
Phone: 956.343.0011
Email: public.info@co.hidalgo.tx.us

HIDALGO COUNTY PROMOTES PREPAREDNESS FOR 2013 HURRICANE SEASON

FOR IMMEDIATE RELEASE
Wednesday, June 5, 2013

Edinburg, Texas – To mark the beginning of hurricane season, Hidalgo County has been taking the necessary steps to be ready in the event a storm should threaten our area, and County officials encourage all residents to do the same. This year, the National Oceanic and Atmospheric Administration's (NOAA) National Weather Service Climate Prediction Center has forecast a 70 percent likelihood of 13 to 20 named storms (winds of 39 mph or higher), of which 7 to 11 could become hurricanes (winds of 74 mph or higher), including 3 to 6 major hurricanes (Category 3, 4, or 5; winds of 111 mph or higher). These ranges are well above the seasonal average of 12 named storms, 6 hurricanes and 3 major hurricanes.

Hidalgo County officials would like to remind all residents to remember that storms are never fully predictable nor are the outcomes or spinoffs of such storm systems, as indicated by past experiences. Hidalgo County officials highly encourage residents to remain alert when hazardous weather is announced and to have a plan in place to keep you and your family out of harm's way.

Committed to the safety, security, and livelihood of all residents during any such situation, Hidalgo County is taking the necessary steps to prepare in anticipation of hurricane season. County Emergency Management Coordinator Oscar Montoya reiterates that this year's message of preparedness is once again one of personal responsibility. "Personal responsibility includes having adequate insurance for your homes to protect against loss due to hurricanes and flooding." Montoya said. "Also, inspect the area around your home and make your property clear of brush and residue that might clog up storm drains which can lead to flooding in your area during extreme weather," Montoya continued.

DARE TO PREPARE

County officials and employees are taking preparedness measures and encourage citizens to do the same for themselves, families and property. In communities such as ours where threats from hurricanes and tropical storms are likely, people must be prepared for a minimum of seven days since relief forces may not be immediately available. Residents must consider the importance of hurricane preparedness measures, and Hidalgo County is making it convenient for residents to acquire the information and resources necessary to prepare accordingly. Partnering with local community resources centers the Hidalgo County is conducting the 4th Annual "Dare to Prepare Hurricane Fairs" throughout the month of June. The fairs will educate and empower the community to make informed and responsible preparations and to alert residents on the importance of preparing for a disaster. **All residents and the media are invited to attend.**

The schedule for the "Dare to Prepare" fairs can be found on the next page:

Hidalgo County Commissioners' Court

Ramon Garcia
County Judge

Joel Quintanilla
Commissioner, Precinct 1

Hector "Tito" Palacios
Commissioner, Precinct 2

Joe M. Flores
Commissioner, Precinct 3

Joseph Palacios
Commissioner, Precinct 4

Executive Office
Valde Guerra
Executive Officer

Public Affairs Division
Karina Cardoza
Director

2818 S. Business Hwy 281
Edinburg, Texas 78539
(956) 292-7026 **P**
(956) 292-7766 **F**
www.co.hidalgo.tx.us **W**
public.info@co.hidalgo.tx.us **E**

Contact: Karina Cardoza
Phone: 956.343.0011
Email: public.info@co.hidalgo.tx.us

Location	Address	Date	Time
La Plaza Mall	2200 S. 10th St., McAllen	Sat. June 15	11 am – 1 pm
San Juan CRC	509 E. Earling Rd., San Juan	Wed. June 19	10 am – 12 pm
San Carlos CRC	230 N. 86th St., San Carlos	Thurs. June 20	10 am – 12 pm
Progreso CRC	510 FM 1015, Progreso	Fri. June 21	10 am – 12 pm
Palmer Pavilion*	301 E. Hackberry, McAllen	Sat. June 22	10 am – 2 pm
South Tower (Alamo) CRC	1429 S. Tower Rd., Alamo	Fri. June 28	10 am – 12 pm
Monte Alto CRC	25149 1st St., Monte Alto	Fri. June 28	10 am – 12 pm

REGISTER WITH 211
211 is a tool to identify those residents that need assistance so that the County can prepare for a mandatory evacuation. If a resident has a disability or special health care need and requires assistance, has neither a vehicle nor a ride, or cannot drive nor arrange transportation during a mandatory evacuation, they are urged to register with 211.

EMERGENCY COMMUNICATIONS
Hidalgo County makes great use of its website and social media to ensure residents are informed and aware of what is happening in the County, and will continue to utilize these technological communications as well as traditional media (print, television, and radio) and grassroots communications to keep residents informed in the event disaster should strike. The County has seen the benefits of augmenting traditional methods with social media to communicate critical information during any type of emergency events, such as the recent hailstorms and dangerous weather outlooks.

Residents can visit the County website (www.co.hidalgo.tx.us) to view important information and updates before, during and after emergency events. Here, residents can sign up to receive Emergency Alerts via email notifications (www.co.hidalgo.tx.us/notifyme). Those who use social media are encouraged to follow us on Facebook (www.facebook.com/HidalgoCounty and www.facebook.com/RGVDisasterCenter – a regional, Valley-wide page which includes information from bordering counties and cities). The County is also on Twitter (www.twitter.com/hidalgocounty), Youtube (www.youtube.com/hidalgocountytx), Picasa (picasaweb.google.com/hidalgocounty), and Instagram (www.instagram.com/hidalgocountytx).

###

For Regional Preparedness Information: www.facebook.com/RGVDisasterCenter
Follow our social media feed at www.co.hidalgo.tx.us/followus

Hidalgo County Commissioners' Court

Ramon Garcia
County Judge

Joel Quintanilla
Commissioner, Precinct 1

Hector "Tito" Palacios
Commissioner, Precinct 2

Joe M. Flores
Commissioner, Precinct 3

Joseph Palacios
Commissioner, Precinct 4

Executive Office
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2818 S. Business Hwy 281
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(956) 292-7026 **P**
(956) 292-7766 **F**
www.co.hidalgo.tx.us **W**
public.info@co.hidalgo.tx.us **E**

APPLICATION FOR PERMIT TO USE COMMON AREA

Form 138 ((Rev. 3-09)

Shopping Center

Instructions: Please TYPE or PRINT all information.

Name of Individual / Organization	Describe the nature of the activity
Street Address	
City, State, Zip	
Telephone No.	

DATE REQUESTED	TIME REQUESTED		NAME OF PERSON WHO WOULD BE IN CHARGE
	From: ☐ A.M. ☐ P.M.	To: ☐ A.M. ☐ P.M.	
	From: ☐ A.M. ☐ P.M.	To: ☐ A.M. ☐ P.M.	
	From: ☐ A.M. ☐ P.M.	To: ☐ A.M. ☐ P.M.	

If use of special decorations, signs, displays, or devices is requested, explain

GENERAL RELEASE AND INDEMNITY

(Please read carefully)

Applicant agrees to defend, indemnify and hold the shopping center owners, managers and tenants harmless from and against any and all claims for personal injuries, death, damages, costs, and/or other expenses, including reasonable attorney's fees, arising from or in any way connected with the use of the Common Area or any other part of the Shopping Center by the Applicant, its members, partners, associates, agents, contractors and employees, and the Applicant releases and discharges the shopping center owners, managers and tenants from any and all liabilities, claims, and actions for any damages or injuries either to the person or property sustained by reason of any condition of the Common Area or the shopping center, or due to any act of any employee or agent of the shopping center owners, managers and tenants,.

ACKNOWLEDGEMENT

(Please read carefully)

The undersigned represents that he/she is the Applicant or an officer or other authorized agent of the Applicant and that he/she is 21 years of age or over. The undersigned further acknowledges he/she has read and is familiar with the Rules and Regulations Governing Use of the Common Area of the Shopping Center (see reverse side) and agrees that permission to use the Common Area is expressly conditioned upon Applicant's acceptance and continuing observation of the Rules and Regulations.

Name of person completing application	Street Address (if different that above)	
Title (if any)	City, State, Zip	
Signature	Date	Phone No.

PERMIT TO USE COMMON AREA

The Individual/Organization named above has permission to use the designated portion of the Common Area during the hours and date(s), stated above subject to the Shopping Center's policies and to the Rules and Regulations stated on the reverse side. ☐ Please locate the exhibit, display, or equipment in the Mall Common Area as indicated on the attached map of the Mall.	Authorized Signature	Date
	For:	

RULES AND REGULATIONS GOVERNING THE USE OF SHOPPING CENTER COMMON AREA

A. Users cannot conduct any activity within the Shopping Center without having first obtained a permit. A permit will be granted only for use of that area designated as Common Area.

B. A User may apply for a permit to use the Common Area within the Shopping Center at the management office during the hours of 9:00 a.m. to 4:00 p.m., Monday through Friday. Application shall be in the form required by the shopping center management and subject to these rules and regulations and should be made no later than 30 days prior to the day requested by the User for use of the Common Area.

C. In making a determination as to whether a permit to use the Common Area within the Shopping Center shall be issued, the following points will be considered: The nature of the activity; the dates, times and duration of the activity; the risk of injury to any person or property the risk of unreasonable interference with the primary commercial activities of Shopping Center. Applications will be considered on a first-come, first-served basis.

D. Each User shall agree to comply with the following conditions and rules:

1. The activity shall be confined to a specific use of the Common Area as described on the Application and will be limited to dates and times specified on the Application and confined to the Common Area.

2. Users shall at all times during its use of the Common Area provide sufficient supervision and maintain adequate control of its members, guests or invitees. Shopping center management, in its sole discretion, shall determine if any User is not appropriately dressed. Any User violating this paragraph may be asked to immediately leave the Shopping Center.

3. In the event that there are any licenses or permits required by any governmental agency or authority with respect to the type of activity carried on, Users shall be responsible for obtaining any necessary licenses, authorizations or permits. No unlawful activities shall be permitted in the use of the Common Area including but not limited to the use of alcoholic beverages or gambling.

4. All Users using the Common Area assume liability for and shall indemnify and hold harmless the shopping center owners, managers and tenants (and all their partners, shareholders, directors, managers, employees, customers and invitees), against and from any and all liabilities, obligations, losses, penalties, claims, suits, damages, expenses, disbursements (including legal fees and expenses), or costs of any kind and nature whatsoever in any way relating to or arising out of any activity of the Users (including without limitation the activities of the User's members, officers, directors, employees, agents, contractors, servants within the Shopping Center). The shopping center owners, managers and tenants (and all their partners, shareholders, directors, managers, employees, customers and invitees) shall not be liable to any User using the Common Area or any other person on or about the shopping center, the adjoining grounds and parking lot, by the User's consent, invitation or license, express or implied, for any loss, expense or damage, either to the person or property sustained by reason of any condition of the Common Area or the shopping center, or due to any act of the shopping center owners, managers and tenants (and all their partners, shareholders, directors, managers, employees, customers and invitees).

5. If the application is for any activity which may reasonably be expected to cause public disorder or injury to any person or property or to require substantial cleaning, repairs, or restoration in order to return any area of the Shopping Center to the condition existing immediately prior to the commencement of the activity, the shopping center management may, as a condition to granting a permit, require security for the performance of the Applicant's obligation as licensee under such permit and these rules and regulations. Such security shall be in a form satisfactory to the shopping center management and may be a cash deposit, a bond, insurance policy, or other adequate assurance of the applicant's performance. Where such determination is made and insurance is required, such insurance shall be in the minimum of a commercial general liability policy having limit of $2,000,000.00 per occurrence with a $2,000,000.00 aggregate, naming the shopping center owner, manager and Simon Property Group, Inc. as additional insured.

6. Unless otherwise permitted by shopping center management the User shall not vend or peddle, or solicit orders for sale or distribution of merchandise, devices, services, periodicals, books, pamphlets, tickets or other material whatsoever. User shall not exhibit any sign, plaque or banner, notice or any other written material in or around the Shopping Center without prior written approval of shopping center management.

7. The User shall not use any vehicle, motor, camera, lighting device or projector on the Common Area without prior approval of shopping center management. User shall not engage in any fighting or direct the use of any physical force, abusive or obscene language or threats toward any other person or engage in any other form of improper behavior such as the making of unreasonable noise or coarse or offensive utterances, gestures or displays which causes or is likely to cause significant public inconvenience, annoyance or alarm. In addition, the User shall not permit the emission of noise or odors or use any device or paraphernalia, which may constitute a nuisance such as loudspeakers, sound amplifiers, radios, televisions or phonographs without prior written approval by shopping center management. If use of vehicles is approved, evidence of auto liability in the amount of $1,000,000.00 combined single limit must be provided.

8. Any person or organization using the Common Area shall not engage in any conduct which might interfere with or impede the use of any other facilities of the Shopping Center by any customer, business invitee or employee, employer, or tenant or create a disturbance, attract attention or harass, annoy, disparage or be detrimental to any of the retail establishments of the Shopping Center. Management, in its sole discretion, shall determine whether such objectionable conduct has occurred.

9. The Common Area shall be surrendered in the same condition as it was upon commencement of its use. All expenses incurred to maintain order and to keep the Common Area free from rubbish will be borne by the User.

10. If the Management shall deem the use of the Common Area objectionable, at its sole discretion, it may, without any notice whatsoever, terminate the rights of the User to use the Common Area.

11. At least 30 minutes before commencing their use, all users of the Common Area shall check in and notify the shopping center management that they are ready to proceed with the scheduled activity.

12. The User shall not obstruct the free flow of pedestrian or vehicular traffic.

13. Shopping center management may in its sole discretion permit or not permit any person or organization to use the common area or require a User to leave the common area and the shopping center without any liability whatsoever for any damages, claims, losses, actions, suits arising from such removal.

Please return to:
La Plaza Mall
2200 S 10th St
McAllen, TX 78503
ATTN: Esmer Pedraza Marketing Administrative Assistant.
956.972.5454 phone # 956.687.5849. fax #

We are happy to consider any activity/event that would benefit our community. Please take a few moments to fill out the form below as completely and accurately as possible and return it to us no later than 2 weeks prior to your requested event date. This is only the first step in requesting the use of space at La Plaza Mall and does not guarantee permission to come on property for the dates requested. If you are approved, you will be notified by phone at the phone number provided below.

We kindly ask that you consider a donation of $100.00 to the Simon Youth Foundation in lieu of a fee for the use and set up of our equipment. The customer is responsible for the replacement cost of any damaged linen due to tears, burns or stains at the discretion of Mall Management. Thank you for your time.

EVERY ORGANIZATION IS REQUIRED TO PROVIDE A COMMERCIAL GENERAL LIABILITY CERTIFICATE OF INSURANCE THAT HAS A LIMIT OF $2 MILLION DOLLARS PER OCCURRENCE WITH A $2 MILLION DOLLAR AGGREGATE. NO EXCEPTIONS. SEE ATTACHED SAMPLE CERTIFICATE OF INSURANCE FOR MORE INFORMATION.

ORGANIZATION NAME: _____
CONTACT NAME: _____
ADDRESS: _____
_____
E-MAIL ADDRESS: _____
DAYTIME PHONE#: _____

1. TYPE OF EVENT **(PLEASE BE VERY SPECIFIC)**

_____
_____
_____
_____

2. REQUESTED DATE(S): _____

3. REQUESTED TIME (S): _____

4. IS THE ORGANIZATION NON-PROFIT? _____YES _____NO

IF YES, WHAT IS THE TAX-EXEMPT #? _____

5. WHAT TYPE OF SET UP WILL BE NEEDED? (i.e. Chairs, tables, etc. and how many)

_____
_____
_____

6. HOW MANY POPLE DO YOU ANTICIPATE TAKING PART IN THIS EVENT? _____

7. HOW MUCH SPACE WOULD YOU NEED _____ft. x _____ft.

8. DO YOU NEED ELECTRIC? _____YES _____NO

9. WILL THIS EVENT REQUIRE A STAGE?
_____YES _____NO
IF YES, HOW MUCH SPACE WILL BE REQUIRED? ___ft. x ____ft.
PIPE AND DRAPE? _____YES _____NO
STANCHIONS? _____YES _____NO

10. IF YOU WILL BE BRINGING ANY EQUIPMENT OF YOUR OWN, PLEASE DESCRIBE (i.e. Large sound system with 2 large speakers, 12 wooden easels)

_____
_____
_____
_____

11. WOULD ANY LITERATURE (Brochures, Pamphlets, Business Cards etc.) BE DISTRIBUTED? _____ YES _____NO
IF YES PLEASE ATTACH A SAMPLE

12. WOULD ANY MONEY BE EXCHANGED OR HANDLED?
_____ YES _____ NO
IF YES, THEN IN WHAT WAY?
_____ Donations Accepted _____ Products Sold
_____
Other:_____

AI-39013 **Comm. Court Executive Office 7. C.**

CC REGULAR

Meeting Date: 06/11/2013

Submitted For: Steve Crain **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval to accept two (2) Special Warranty Deeds from North Alamo Water Supply and to pay North Alamo Water Supply the amount of $19,801.00

BACKGROUND

Steve Crain has originals-scanned copies were sent by email.

Attachments

deed1

deed2

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/30/2013 04:21 PM
Manuel Chapa	Manuel Chapa	06/07/2013 02:11 PM
Purchasing Department	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Monica Badillo Started On: 05/30/2013 11:14 AM

Final Approval Date: 06/07/2013

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



SPECIAL WARRANTY DEED

Date: January _____, 2013

Grantor: **NORTH ALAMO WATER SUPPLY CORPORATION, a Texas non-profit water supply corporation**

Grantor's Mailing Address: [include county]: 420 S. Doolittle Road, Edinburg, Hidalgo County, Texas 78542

Grantee: **COUNTY OF HIDALGO, TEXAS**

Grantee's Mailing Address: [include county] 302 West University Drive, Edinburg, Hidalgo County, Texas 78539

Drainage Project: "Drainage Project" as used herein shall mean the construction of a drainage system, and appurtenances thereto, by the County of Hidalgo along Minnesota Road from Raul Longoria to Cesar Chavez, in Hidalgo County, Texas.

Consideration: EIGHT THOUSAND EIGHT HUNDRED SIXTY-SIX AND NO/100THS DOLLARS ($8,866.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

AS A MATERIAL PART OF THE CONSIDERATION FOR THIS DEED, GRANTOR AND GRANTEE AGREE THAT GRANTEE IS TAKING THE PROPERTY "AS IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY BY GRANTOR THAT THE PROPERTY HAS A PARTICULAR FINANCIAL VALUE OR IS FIT FOR A PARTICULAR PURPOSE. GRANTEE ACKNOWLEDGES AND STIPULATES THAT GRANTEE IS NOT RELYING ON ANY REPRESENTATION, STATEMENT, OR OTHER ASSERTION WITH RESPECT TO THE PROPERTY CONDITION BUT IS RELYING ON GRANTEE'S EXAMINATION OF THE PROPERTY. GRANTEE TAKES THE PROPERTY WITH THE EXPRESS UNDERSTANDING AND STIPULATION THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES EXCEPT FOR LIMITED WARRANTIES OF TITLE SET FORTH IN THIS DEED.

Property (including any improvements):

Being a 0.371 acre of land out of 8.59 acres out of Lot 4, Block 47, 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 8.59 acres is vested to North Alamo Water Supply Corporation by virtue of Final Judgment dated September 18, 2002 in Cause No. CON 1114-C (B); *North Alamo*

County, Texas and recorded at Document No. 2309973, Official Records of Hidalgo County, Texas. Said 0.371 of an acre of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and by this reference incorporated herein and made an integral part hereof.

Reservations from Conveyance:

Grantor retains all rights to oil, gas, other minerals, water and appurtenant water rights to the extent they have not been previously excepted from conveyance or reserved and to the extent such have been previously reserved or excepted from conveyance, they are hereby excepted from this conveyance and Grantor also retains the easement rights in the Parcel necessary to inspect and maintain that portion of Grantor's levee/berm supporting its reservoir as such exists and may exist in the future on its adjacent property as shown in Exhibit "B" hereto.

Grantor also retains all soil removed from such Parcel and not used for constructing the Drainage Project in Lot 4, Block 47, and such soil shall be placed at a reasonable location designated by Grantor on Grantor's adjacent lands by Grantee at Grantee's sole expense.

Exceptions to Warranty:

1. Subject to any portion of the land within the limits or boundaries of any private canal roadway and/or highway and the rights of the public thereto.

2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.

Exceptions to Conveyance and Warranty:

1. Subject to any portion of the land within the limits or boundaries of any public canal roadway and/or highway and the rights of the public thereto.

2. Restrictive covenants of record;

3. All oil, gas, and other minerals reserved in Deeds recorded in Volume 842, page 551, and Volume 1393, Page 232, both in the Deed Records of Hidalgo County, Texas;

4. Oil and Gas Lease dated January 27, 1982, from Charles R. Queen and wife, Albertine A. Queen, to May Petroleum recorded in Volume 411, Page 447, Oil and Gas Records of Hidalgo County, Texas;

5. Non-Drilling Stipulation contained in Deed dated January 15, 1974, recorded in Volume 1393, Page 232, Deed Records, Hidalgo County, Texas;

6. Easements, rights, rules, and regulations in favor of Hidalgo County Water Improvement District No. 2;

7. All visible easements and easements and reservations as may appear upon the recorded map

and dedication of said subdivision; and

8. Subdivision regulations of the County of Hidalgo and/or Ordinance or government regulations of the City holding extraterritorial jurisdiction of said property.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

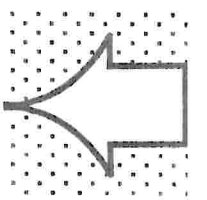
GRANTOR:

NORTH ALAMO WATER SUPPLY CORPORATION

By: _____

Name: Steven Kreneck

Its: _____



GRANTEE:

COUNTY OF HIDALGO, TEXAS

By: _____
Ramon Garcia, County, Judge

Attest:

_____
Arturo Guajardo, Jr., County Clerk

STATE OF TEXAS §

COUNTY OF HIDALGO §

JUAN MANUEL ELIZONDO
Notary Public, State of Texas
My Commission Expires
July 05, 2015

This instrument was acknowledged before me on the 22 day of January, 20 13, by Steven KRenek, President of **NORTH ALAMO WATER SUPPLY CORPORATION, a Texas non-profit water supply corporation.**

Notary Public, State of Texas
Notary's name (printed): Juan Elizondo
Notary's commission expires: 7-5-2015

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on the ____ day of _____, 20___, by **Ramon Garcia, County Judge**, for the **COUNTY OF HIDALGO, TEXAS.**

Notary Public, State of Texas
Notary's name (printed): _____
Notary's commission expires: _____

AFTER RECORDING **RETURN TO**:
County of Hidalgo, Texas
302 West University Drive
Edinburg, Texas 78539

PREPARED IN THE LAW OFFICES OF:
Dyer & Associates Law Firm
1352 W. Pecan Blvd.
McAllen, Texas 78501

County: Hidalgo

Eng09.001
September 26, 201

Ditch: Minnesota Drainage Ditch

Sheet 1 of

Project Limits: From the FM 495 Drainage Ditch West Approximately 5025 feet between Lots 1-8, Block 47, Alamo Land and Sugar Company Subdivision

(EXHIBIT-A)
FIELD NOTES FOR PARCEL -15

Being a 0.371 of an acre of land out of 8.59-acres out of Lot 4, Block 47, 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 0.371 of an acre of land being more particularly described by metes and bounds as follows;

Commencing at the Southwest corner of Lot 4, Block 47, Alamo Land and Sugar Company Subdivision; **Thence**, South 81 degrees 25 minutes 00 seconds East, with the South line of Lot 4, Block 47, a distance of 350.00 feet to the Southwest corner of this tract of land and the **POINT OF BEGINNING**;

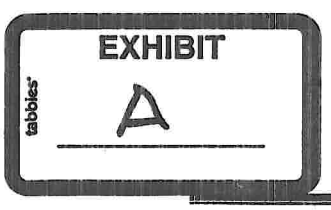
THENCE, North 08 degrees 35 minutes 00 seconds East, a distance of 53.80 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) for the Northwest corner of this tract of land;

THENCE, South 81 degrees 25 minutes 00 seconds East, with the Proposed North Right of Way line of the Minnesota Drainage Ditch, a distance of 156.07 feet to a No. 4 set (with a plastic cap stamped RGEC) for an exterior corner of said tract of land ;

THENCE, South 76 degrees 55 minutes 46 seconds East, continuing with the Proposed North Right of Way line of said Minnesota Drainage Ditch, a distance of 164.43 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) for the Northeast corner of this tract of land;

THENCE, South 08 degrees 35 minutes 00 seconds West, a distance of 40.94 feet to the Southeast corner of this tract of land;

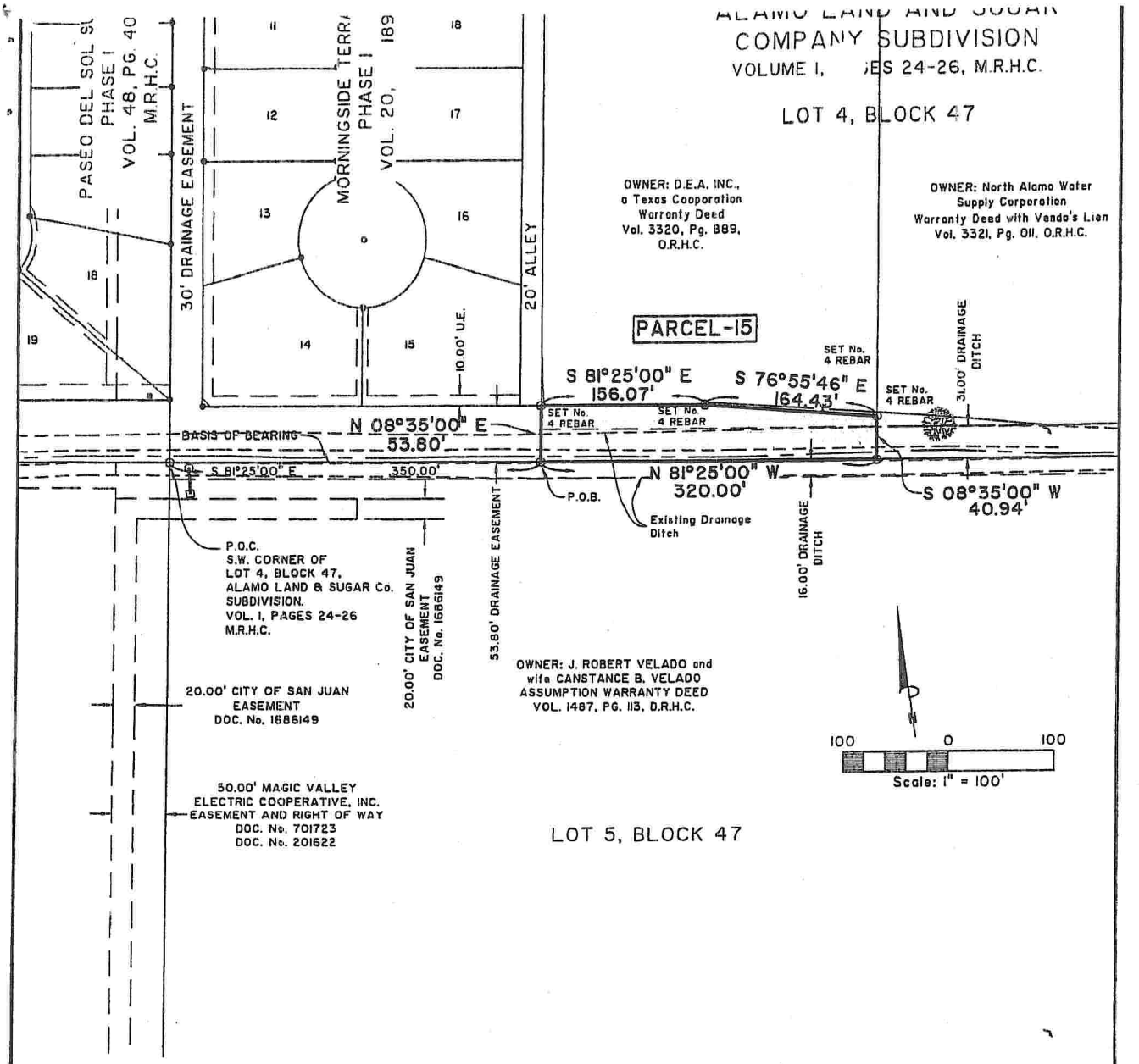
THENCE, North 81 degrees 25 minutes 00 seconds West, with the South line of said Lot 4, Block 47, a distance of 320.00 feet to the **POINT OF BEGINNING** and containing 0.371-acres of which 0.143 of an acre of land lies within the existing Drainage Ditch and leaving a Net **Taking of 0.614** of an acre of land, more or less.



I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby state that the above metes and bounds are true and are the result of an actual survey performed on the ground under my direction.

STATE OF TEXAS
REGISTERED
PABLO SOTO JR.
4541
PROFESSIONAL
LAND SURVEYOR

Pablo Soto, Jr. – R.P.L.S. No. 4541
Date: 9/28/11



ALL CORNER ARE No. 4 REBARS SET WITH A PLASTIC CAP STAMPED RGEC, UNLESS OTHERWISE NOTED.

OWNER: D.E.A., INCORPORATED, A TEXAS CORPORATION BY VIRTUE OF A WARRANTY DEED, DATED SEPTEMBER 3, 1992, RECORDED IN VOLUME 3320, PAGE 889 AND DOCUMENT No. 280035, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS.

DESCRIPTION: 8.59-ACRES OUT OF LOT 4, BLOCK 47, ALAMO AND AND SUGAR COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME I, PAGES 24-26, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

TOTAL ACREAGE: 8.59-AC.
TO BE ACQUIRED: 0.371-AC.
EXISTING DRAINAGE DITCH: 0.143-AC
PROPOSED NET TAKING: 0.614-AC
REMAINDER: 8.219-AC

(EXHIBIT-A)
PARCEL -15
SURVEY PLAT
OF A 0.371 OF AN ACRE OF LAND
OUT OF 8.59-ACRES OUT OF
LOT 4, BLOCK 47,
ALAMO LAND AND SUGAR COMPANY SUBDIVISION,
HIDALGO COUNTY, TEXAS
AS PER MAP RECORDED IN
VOLUMUE I, PAGES 24-26, M.R.H.C.

The undersigned hereby state that this survey, as described hereon, was made on the ground and that the only improvements on the ground are as shown and that there are no visible encroachments, visible overlapping, apparent conflicts, or visible easements, except as shown heron. This Survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Land Surveyors

STATE OF TEXAS REGISTERED PABLO SOTO JR. 4541 PROFESSIONAL LAND SURVEYOR

DOCUMENT No:

GF. No.: 125046

PABLO SOTO, JR. - R.P.L.S. No. 4541
Date: 9/28/11

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
ENGINEERING FIRM No. 486 • SURVEYING FIRM No.: 101650-00

JOB No.: ENG09.2011	DATE: SEPT. 26, 2011
DRAWN BY: RG	PAGE: 3 OF 3

File Name: F:\2009\Eng\001-Minnesota Drain\Parcels\Parcels_Master.dwg

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

COPY

SPECIAL WARRANTY DEED

Date: January _____, 2013

Grantor: **NORTH ALAMO WATER SUPPLY CORPORATION, a Texas non-profit water supply corporation**

Grantor's Mailing Address: [include county]: 420 S. Doolittle Road, Edinburg, Hidalgo County, Texas 78542

Grantee: **COUNTY OF HIDALGO, TEXAS**

Grantee's Mailing Address: [include county] 302 West University Drive, Edinburg, Hidalgo County, Texas 78539

Drainage Project: "Drainage Project" as used herein shall mean the construction of a drainage system, and appurtenances thereto, by the County of Hidalgo along Minnesota Road from Raul Longoria to Cesar Chavez, in Hidalgo County, Texas.

Consideration: TEN THOUSAND NINE HUNDRED THIRTY-FIVE AND NO/100THS DOLLARS ($10,935.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

AS A MATERIAL PART OF THE CONSIDERATION FOR THIS DEED, GRANTOR AND GRANTEE AGREE THAT GRANTEE IS TAKING THE PROPERTY "AS IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY BY GRANTOR THAT THE PROPERTY HAS A PARTICULAR FINANCIAL VALUE OR IS FIT FOR A PARTICULAR PURPOSE. GRANTEE ACKNOWLEDGES AND STIPULATES THAT GRANTEE IS NOT RELYING ON ANY REPRESENTATION, STATEMENT, OR OTHER ASSERTION WITH RESPECT TO THE PROPERTY CONDITION BUT IS RELYING ON GRANTEE'S EXAMINATION OF THE PROPERTY. GRANTEE TAKES THE PROPERTY WITH THE EXPRESS UNDERSTANDING AND STIPULATION THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES EXCEPT FOR LIMITED WARRANTIES OF TITLE SET FORTH IN THIS DEED.

Property (including any improvements):

Being a 0.331 acre of land out of 10.241 acres out of Lot 4, Block 47, 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 10.241 acres is vested to North Alamo Water Supply Corporation, a Texas non-profit corporation from D.E.A., Incorporated, Texas Corporation by virtue of a Warranty Deed dated September 03,1992, recorded in Volume 3321, Page 011, Official Records of Hidalgo County, Texas. Said 0.331 of an acre of land being more particularly described by metes

and bounds in Exhibit "A" attached hereto and by this reference incorporated herein and made an integral part hereof.

Reservations from Conveyance:

Grantor retains all rights to oil, gas, other minerals, water and appurtenant water rights to the extent they have not been previously excepted from conveyance or reserved and to the extent such have been previously reserved or excepted from conveyance, they are hereby excepted from this conveyance and Grantor also retains the easement rights in the Parcel necessary to inspect and maintain that portion of Grantor's levee/berm supporting its reservoir as such exists and may exist in the future on its adjacent property as shown in Exhibit "B" hereto.

Grantor also retains all soil removed from such Parcel and not used for constructing the Drainage Project in Lot 4, Block 47, and such soil shall be placed at a reasonable location designated by Grantor on Grantor's adjacent lands by Grantee at Grantee's sole expense.

Exceptions to Warranty:

1. Subject to any portion of the land within the limits or boundaries of any private canal roadway and/or highway and the rights of the public thereto.

2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.

Exceptions to Conveyance and Warranty:

1. Subject to any portion of the land within the limits or boundaries of any public canal roadway and/or highway and the rights of the public thereto.

2. Restrictive covenants of record;

3. All oil, gas, and other minerals reserved in Deeds recorded in Volume 842, page 551, and Volume 1393, Page 232, both in the Deed Records of Hidalgo County, Texas;

4. Oil and Gas Lease dated January 27, 1982, from Charles R. Queen and wife, Albertine A. Queen, to May Petroleum recorded in Volume 411, Page 447, Oil and Gas Records of Hidalgo County, Texas;

5. Non-Drilling Stipulation contained in Deed dated January 15, 1974, recorded in Volume 1393, Page 232, Deed Records, Hidalgo County, Texas;

6. Easements, rights, rules, and regulations in favor of Hidalgo County Water Improvement District No. 2;

7. All visible easements and easements and reservations as may appear upon the recorded map and dedication of said subdivision; and

8. Subdivision regulations of the County of Hidalgo and/or Ordinance or government regulations of the City holding extraterritorial jurisdiction of said property.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

GRANTOR:

NORTH ALAMO WATER SUPPLY CORPORATION

By: Steve Krenek

Name: Steven KRenek

Its: _____

GRANTEE:

COUNTY OF HIDALGO, TEXAS

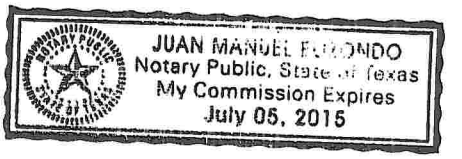
By: _____
Ramon Garcia, County, Judge

Attest:

_____
Arturo Guajardo, Jr., County Clerk

STATE OF TEXAS §

COUNTY OF HIDALGO §



This instrument was acknowledged before me on the 22 day of January, 2013, by Steven Krenek, President of **NORTH ALAMO WATER SUPPLY CORPORATION, a Texas non-profit water supply corporation.**

Juan Elizondo
Notary Public, State of Texas
Notary's name (printed): Juan Elizondo
Notary's commission expires: 7-5-2015

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on the ____ day of _____, 20___, by **Ramon Garcia, County Judge**, for the **COUNTY OF HIDALGO, TEXAS.**

_____
Notary Public, State of Texas
Notary's name (printed): _____
Notary's commission expires: _____

AFTER RECORDING **RETURN TO**:
County of Hidalgo, Texas
302 West University Drive
Edinburg, Texas 78539

PREPARED IN THE LAW OFFICES OF:
Dyer & Associates Law Firm
1352 W. Pecan Blvd.
McAllen, Texas 78501

Project Limits: From the FM 495 Drainage Ditch West Approximately 5025 feet between Lots 1-8, Block 47, Alamo Land and Sugar Company Subdivision

(EXHIBIT-A)
FIELD NOTES FOR PARCEL -16

Being a 0.331 of an acre of land out of 10.241-acres out of Lot 4, Block 47, 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 10.241-acres is vested to North Alamo Water Supply Corporation, a Texas non-profit Corporation from D.E.A., Incorporated, a Texas Corporation by virtue of a Warranty Deed dated September 03, 1992, recorded in Volume 3321, Page 011, Official Records of Hidalgo County, Texas and Document No. 280042, Official Records of Hidalgo County, Texas. Said 0.331 of an acre 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, Block 47, Alamo Land and Sugar Company Subdivision; **Thence**, North 81 degrees 25 minutes 00 seconds West, with the South line of Lot 4, Block 47, Alamo Land and Sugar Company Subdivision, a distance of 205.00 feet to the Southeast corner of this tract of land and the **POINT OF BEGINNING**;

THENCE, continuing North 81 degrees 25 minutes 00 seconds West, with the South line of said Lot 4, Block 47, a distance of 445.00 feet to the Southwest corner of this tract of land;

THENCE, North 08 degrees 35 minutes 00 seconds East, parallel to the West line of said Lot 4, Block 47, a distance of 40.94 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) for the Northwest corner of this tract of land;

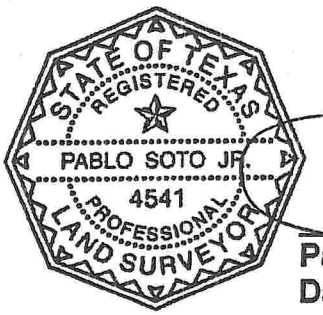
THENCE, South 76 degrees 55 minutes 46 seconds East, with the Proposed North Right of Way line of the Minnesota Drainage Ditch, a distance of 127.00 to a No. 4 rebar set (with a plastic cap stamped RGEC) for an interior corner of this tract of land;

THENCE, South 81 degrees 25 minutes 00 seconds East, continuing with the Proposed North Right of Way line of said Minnesota Drainage Ditch, a distance of 318.39 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) for the Northeast corner of this tract of land;

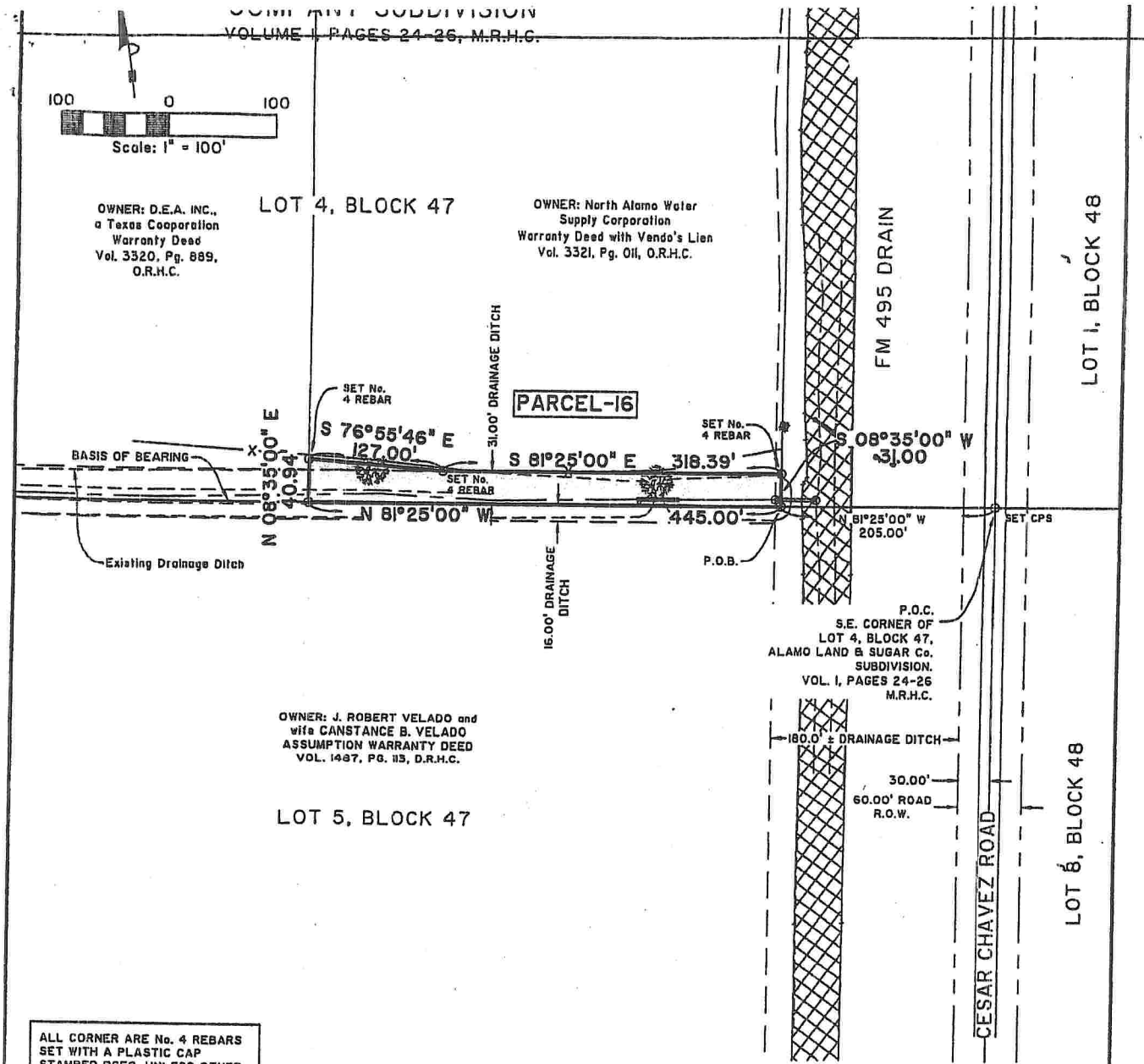
THENCE, South 08 degrees 35 minutes 00 seconds West, parallel to the East line of said Lot 4, Block 47, a distance of 31.00 feet to **POINT OF BEGINNING** and containing 0.331 of an acre which 0.317 of an acre of land lies within the existing Drainage Ditch and leaving a Net **Taking of 0.014** of an acre of land, more or less.

EXHIBIT
A

I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby state that the above metes and bounds are true and are the result of an actual survey performed on the ground under my direction.



Pablo Soto, Jr. – R.P.L.S. No. 4541
Date: 9/28/14



ALL CORNER ARE No. 4 REBARS SET WITH A PLASTIC CAP STAMPED RGEC, UNLESS OTHERWISE NOTED.

OWNER: NORTH ALAMO WATER SUPPLY CORPORATION, A TEXAS NON-PROFIT CORPORATION BY VIRTUE OF A WARRANTY DEED DATED SEPT. 03, 1992, RECORDED IN VOLUME 3321, PAGE 011, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS AND DOCUMENT No. 280042, OFFICIAL RECORDS OF HIDALGO COUNTY,TEXAS.

DESCRIPTION: 10.241-ACRES OUT OF LOT 4, BLOCK 47, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, HIDALGO COUNTY,TEXAS, AS PER MAP RECORDED IN VOLUME I, PAGES 24-26, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

TOTAL ACREAGE: 10.241-AC.
TO BE ACQUIRED: 0.331-AC.
EXISTING DRAINAGE DITCH: 0.317-AC
PROPOSED NET TAKING: 0.014-AC
REMAINDER: 9.910-AC

DOCUMENT No: _____

(EXHIBIT-A)
PARCEL -16
SURVEY PLAT
OF A 0.331 OF AN ACRE OF LAND OUT OF 10.241-ACRES OUT OF LOT 4, BLOCK 47, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS AS PER MAP RECORDED IN VOLUMUE I, PAGES 24-26, M.R.H.C.

The undersigned hereby state that this survey, as described hereon, was made on the ground and that the only improvements on the ground are as shown and that there are no visible encroachments, visible overlapping, apparent conflicts, or visible easements, except as shown heron. This Survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Land Surveyors.

STATE OF TEXAS REGISTERED PABLO SOTO JR. 4541 PROFESSIONAL LAND SURVEYOR

GF. No.: 125047

PABLO SOTO, JR. - R.P.L.S. No. 4541
Date: 9/28/11

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
ENGINEERING FIRM No. 486 • SURVEYING FIRM No.: 101650-00

JOB No.: ENG09.001	DATE: SEPT. 28, 2011
DRAWN BY: RG	PAGE: 3 OF 3

File Name: F:\2009\Eng\001-Minnesota Drain\Parcels\Parcels_Master.dwg

AI-39152 **Comm. Court Executive Office 7. D.**

CC REGULAR

Meeting Date: 06/11/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of Museum Funding Agreement between County of Hidalgo and the Donna Hooks Fletcher Museum

BACKGROUND

Req. #238158
Acct. #3-1100-451-32-125-022-0-843

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-451-32-125-022-0-843

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

BUDGETARY IMPACT:

Ref req# 238158

Attachments

agreement
legal approval
request

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/07/2013 01:50 PM
Obdett Calzada	Obdett Calzada	06/07/2013 03:05 PM
Purchasing Department	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Monica Badillo Started On: 06/07/2013

Final Approval Date: 06/07/2013

STATE OF TEXAS §
§
COUNTY OF TEXAS §

MUSEUM FUNDING AGREEMENT

This Museum Funding Agreement (the ”Agreement”) is made and entered into on this the 11th day of June, 2013 by and between the County of Hidalgo, Texas, a political subdivision of the State of Texas hereinafter referred to as the “County” and the Donna Hooks Fletcher Museum, a Texas non-profit corporation hereinafter referred to as the “Museum”.

W I T N E S S E T H:

WHEREAS, County is authorized to operate and maintain parks, playgrounds and historical museums, pursuant to Tex. Loc. Gov. Code 331.001, et seq., and may, in connection with the authority to establish museums, acquire and display collections, books, paintings, sculptures, coins and other objects of historical significance to the County; and

WHEREAS, as consideration for the Museum to provide the services of a County historical museum located in Donna, Hidalgo County, Texas which is open to the public, County desires to provide financial support to the Museum; and

WHEREAS, County desires to assist Museum by providing funding for use by the Museum in operating its facilities during the calendar year 2013.

NOW THEREFORE, for and in consideration of the mutual covenants, conditions and agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Museum agree as follows:

1. **Obligation of Museum.** During the period of this Agreement, Museum agrees to provide a historical Museum for all persons in Hidalgo County. The Museum will be open to the public on a regular basis on days and at times that are reasonably set by the Board of Trustees of the Museum. Museum agrees to display collections, historical books, paintings, sculptures, coins and other objects or collections of historical significance to the public at the Museum site and agrees to continue to acquire such items, objects and collections of historical significance. In addition, Museum agrees to use the funds provided by County pursuant to this Agreement to operate a historical museum for the purposes of acquiring, constructing, maintaining, and displaying to the public permanent exhibits of historical significance to the County.

2. **Museum Programs.** Museum also agrees to periodically conduct programs related to significant areas of interest in the history of Hidalgo County, Texas during the period of this Agreement.

3. **Consideration.** As consideration for the above and foregoing services that are provided for and on behalf of County, County agrees to pay Museum the sum of Forty Thousand and 00/100ths Dollars ($40,000.00), payable in six (6) equal monthly installments, beginning June 11, 2013 and ending December 11, 2013.

4. **Term.** The period of this Agreement will be commencing on June 11, 2013 and ending December 31, 2013.

5. **Liability for Museum Operation.** Museum assumes full responsibility and liability for conducting the programs and for any damage to the historical building site, the adjacent improvements occupied by Museum, or any of the personal property located upon the premises, including, but not limited to, all collections and items of historical significance, which may occur as a result of the public's use of the Museum.

6. **Indemnity.** Museum assumes and agrees to hold County harmless from any liability connected with any injury, death or damage to any person or property which may arise from or occur in connection with the maintenance, operation and use of the historic Museum site and any of the adjacent buildings utilized by Museum to perform the services provided by it, pursuant to sections 1 and 2 above. Museum will indemnify and hold County harmless from any and all damage arising from any injury, death or damage which may arise from an injury, death or damage to any person or item of property which occurs as a result of Museum's operation and use of the Museum's property that is utilized to perform and present the services set forth in sections 1 and 2 above. Museum agrees to purchase liability insurance to fully protect it and County from any such injury or damages in at least the amount prescribed by the Texas Tort Claims Act, Tex. Civ. Prac. and Rem. Code §101.001 et seq., as now existing or hereinafter amended, replaced or recorded.

7. **No Restriction on County.** No provision of this Agreement will restrict or deprive County of any powers or other lawful authority which it may presently posses with regard to the establishment or maintenance of other museum or the collection of any items related to the history of Hidalgo County or the South Texas area.

8. **Conflict with Applicable Law.** [illegible]

9. **No Waiver.** [illegible]

10. **Entire Agreement.** [illegible]

11. **TEXAS LAW TO APPLY.** [illegible]

12. **Notice.** [illegible]:

[illegible]:
[illegible]
[illegible]: [illegible]
[illegible] 1356
[illegible], [illegible] 78540-1356

[illegible]:
Donna Hooks Fletcher Museum
[illegible]: [illegible]
[illegible] 716
[illegible], [illegible] 78537

[illegible]

13. **Additional Documents.** [illegible]

14. **Successors.** [illegible]

15. **Assignment.** [illegible]

16. **Headings.** [illegible]

17. **Gender and Number.** [illegible]

18. **Authority to Execute.** [illegible]

19. **Commitment of Current Revenues Only.** [illegible] (90) [illegible] 271.903.

20. **Record Keeping and Audit.** [illegible] 1 [illegible] 318.011 [illegible] 331.001, [illegible]

WITNESS THE HANDS OF THE PARTIES [illegible]

COUNTY OF HIDALGO, TEXAS

[illegible]

[illegible]:

[illegible]

DONNA HOOKS FLETCHER MUSEUM

By:_____
Chairman, Board of Trustees

[illegible]:

[illegible]

APPROVED AS TO FORM:

HIDALGO COUNTY DISTRICT ATTORNEY

BY:_____
Josephine R. Solis

Donna Hooks Fletcher Historical Museum
129 South 8th Street*P.O. Box 716
Donna, Texas 78537
Ph (956) 464-9989
Fax (95) 464-5507

COPY

February 07, 2013

Attn: Mari Guiterrez

Dear Commissioner Cuellar,

We are respectfully requesting funding of $40,000.00 for the year 2013 from the County of Hidalgo for the Donna Hooks Fletcher Historical Museum. Please proceed with placing an agenda item on the next available Commissioner's Court meeting for the approval of the Museum Funding Agreement that is necessary for the processing of our request.

Our board members are enthusiastic about new projects and events for the year.

Thank you for your consideration of our request. Please feel free to contact me directly at (956) 464-9989 if you should have any questions.

Sincerely,

Oscar A. Adame

Oscar Adame, Vice President
Donna Hooks Fletcher Historical Museum

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: 5/9/13 BY:

AI-39154 **Comm. Court Executive Office 7. E.**

CC REGULAR

Meeting Date: 06/11/2013

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion and action, if applicable of the following:
1. Biometric Electronic Clock Policy
2. Outside Employment Policy
3. Modified Policy on leave for FLSA Exempt Employees

BACKGROUND

D.A.s Office has prepared policy.

items 2 & 3 are for discussion purposes only; no attachments

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact. DA's Office has prepared policy.

No attachments for items 2 & 3, they are for discussion purposes only.

Attachments

policy
form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/07/2013 01:46 PM
Obdett Calzada	Obdett Calzada	06/07/2013 04:20 PM
Purchasing Department	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Monica Badillo Started On: 06/07/2013

Final Approval Date: 06/07/2013

HIDALGO COUNTY, TEXAS AMENDED PERSONNEL POLICY BIOMETRIC ELECTRONIC CLOCK	Procedure: Page: 1 of 2 Date Authorized: XX/XX/2013 Supersedes:

Hidalgo County employees are held to a higher level of responsibility under the public trust which demands effective and efficient use of public funds in order to serve the public interest. The use of public funds should always be in the public interest and not for individual or private gain, and public employees should not be paid for time they do not work that is not otherwise guaranteed to them (such as annual or sick leave). The public interest does not tolerate wasteful and abusive excesses such as padded payrolls or "phantom" employees. Hidalgo County is entrusted with public resources and must be answerable for fiscal responsibly to those who have assigned such responsibilities to them.

The Hidalgo County regular work period Begins at 12:01 am Monday of each week and ends at 12:00 pm midnight on the following Sunday. County work hours are scheduled so that all County offices are open by 8:00a.m. and close no earlier than 5:00p.m., Monday through Friday, except on official holidays. County Full-time employees are required to work on a regular, on-going schedule of forty (40) hours per seven day work period. As such, under the principles of "public accountability," Hidalgo County employees should not be paid for time they do not work, except as otherwise permitted by leave policies.

Biometric Electronic Clock Policy

The biometric electronic timekeeping system shall become an official basis for recording time worked by Hidalgo County employees. All employees are required to "clock in" in the morning, "clock out" during their lunch hour, "clock in" upon return to work, "clock out" anytime they leave the office for more than twenty (20) minutes for non-work related matters, and "clock out" at the end of the workday. Elected Officials may direct employees to "clock in" and "clock out" throughout the workday as appropriate.

Any employees working at an off-site location or attending a training session, seminar or conference with the express written permission of their Department Head/Elected Official, must report time worked to his or her immediate supervisor so that time worked is entered or modified and presented using an approved timekeeping method. Each supervisor and employee will be

DRAFT

responsible for monitoring the recording of time worked. By signing the Time and Attendance Record, the supervisor and employee certify the accuracy of the information as presented.

Employees may not submit a Leave Request Form to modify his or her Time and Attendance Record, unless prior approval by the Department Head/Elected Official has been granted.

Employees may not "call-in" and have other employees "clock in" for them, unless prior approval by the Department Head/Elected Official has been granted.

Employees who fail to account for any time missed from work for the established work hours and regular work period must follow existing policy for use of paid leave, or such absences from the work place shall be deemed Leave Without Pay.

The above Biometric Electronic Clock Policy supersedes any prior memorandum, policy or employee practice regarding Time and Attendance. Failure to comply with this policy will result in disciplinary action up to and including termination.

DRAFT

HIDALGO COUNTY

BIOMETRIC ELECTRONIC CLOCK POLICY
ACKNOWLEDGMENT FORM

EMPLOYEE NAME: _____ **DEPARTMENT NAME:**

EMPLOYEE ID: _____ **_____**

DATE_____

I _____Acknowledge that I have received a copy of the **BIOMETRIC ELECTRONIC CLOCK POLICY**. I further acknowledge that I have read and understand the policy. This Acknowledgement shall serve as notice that I understand the duties and responsibilities under the policy, and that I will abide with the above referenced policy.

_____ _____

Signature-Employee Date

AI-38860 **Constables 8. A.**

CC REGULAR

Meeting Date: 06/11/2013

Submitted For: Constable Celestino Avila Jr **Submitted By:** Joe Espinoza, CONSTABLE PCT. #1

Department: CONSTABLE PCT. #1

Information

CAPTION

Constable Pct. #1:
Requesting approval to process the following invoice as a claim, with authority for County Treasurer to issue payment after review, audit and processing procedures are completed by County Auditor:

Vendor	Invoice # and date	Amount
Border Animal Hospital	#305136 - 9/17/12	$ 408.50

BACKGROUND

Requisition# 237132

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-421-00-291-001-0-339

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

BUDGETARY IMPACT:

Ref req# 237132.

Attachments

Border Animal W-9

Border Animal invoice

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/22/2013 11:13 AM
Obdett Calzada	Obdett Calzada	06/07/2013 02:07 PM
Purchasing Department	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Joe Espinoza Started On: 05/20/2013 01:17 PM

Final Approval Date: 06/07/2013

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above
Border Animal Hospital P.C.

Check appropriate box: ☐ Individual/Sole proprietor ☑ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ SS
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
617 S. International Blvd

Requester's name and address (optional)

City, state, and ZIP code
Weslaco TX 78596

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ : ___ : ____

or

Employer identification number
74 : 2190447

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Joan Edelstein Date ▶ 5-5-13

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

INVOICE

Border Animal Hospital

617 S. International Blvd.
Weslaco, TX 78596
956-968-3858

Go to www.borderanimalhospital.com and sign up for a Pet Portal Today

FOR: Hidalgo County Constables
1902 JOE STEPHENS
SUITE 303
Weslaco, TX 78596
(956) 447-3775

Printed: 05-14-13 at 1:52p
Date: 09-17-12
Account: 45388

Invoice: 305136

Date	For	Qty	Description	Price	Discount	Net Price
09-17-12	Luke	1	COMPLETE BLOOD COUNT			35.00
09-17-12		1	CHEM 17 PLUS ELECTROLYTES			85.00
09-17-12		1	HEARTWORM EXAM (OCCULT)			39.00
09-17-12		1	FECAL			20.00
09-17-12		1	HEALTH MAINTENENCE EXAM			39.00
09-17-12		2	CESTEX TAB 100MG			34.00
09-17-12		6	TRIFEXIS 120 BROWN			116.50
09-17-12		1	CANINE DHP			25.00
09-17-12		1	RABIES VACC. (ANNUAL)			15.00

Old balance	Charges	Payments	New balance
0.00	408.50	0.00	408.50

Reminders for: **Luke**

		Last done
09-17-13	RABIES VACCINE IMRAB 3	09-17-12
09-17-13	RABIES VACCINE RABDOMUNE	09-17-12

Doctor's Instructions

RABIES VACC. (ANNUAL)

INVOICE RECEIVED BY: Raul Lozano on 5-14-13
GOODS/SERVICES RECEIVED BY: Raul Lozano on ~~5-14-13~~ 9-17-12

If your check is dishonored, you agree to pay a processing fee of $40, or any higher amount allowed by law. We may electronically debit or draft your account for this fee. Also, if your check is returned for insufficient or uncollected funds, your check may be electronically re-presented for payment.

AI-39109 **Constables 8. B.**

CC REGULAR

Meeting Date: 06/11/2013

Submitted By: Rachel Cavazos, CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

Constable Precinct 3 STOP Truancy (1285)
Approval to renew Interlocal Agreements between Hidalgo County and the following school districts - (STOP Truancy Program) for the 2013-2014 school year:

1. La Joya I.S.D.
2. Mission C.I.S.D.
3. Sharyland I.S.D.

BACKGROUND

Agreements to be effective 09-01-13 thru 08-31-14 for FY2014 (2013-2014 school year)

50% Funding by District:
La Joya I.S.D. - $ 27,087.08
Mission C.I.S.D. - $32,556.67
Sharyland I.S.D. - $28,893.42
Total: $88,537.17

50% cash match portion by County is $88,537.17; total appropriation is $177,074.34 (school district funding and County cash match)

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1285-421-00-293-005-X-XXX

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

BUDGETARY IMPACT:

Attachments

Salary Worksheet
contract
contract
contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/05/2013 04:44 PM
Manuel Chapa	Manuel Chapa	06/07/2013 02:15 PM
Purchasing Department	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Rachel Cavazos Started On: 06/05/2013 03:18 PM

Final Approval Date: 06/07/2013

Hidalgo County Precinct 3
Project STOP (Truancy)
Salaries Worksheet
2013-2014 School (Fiscal) Year

		SCHOOL DISTRICTS			
		MISSION DEPUTY SR. STEP IV Slot #0003 Rafael Ochoa	LA JOYA DEPUTY STEP I Slot #0002 Rodolfo Trevino	SHARYLAND DEPUTY STEP I Slot #0001 Miguel Zamora	
	RATES				TOTAL
Salary		$ 47,734.00	$ 40,510.00	$ 40,510.00	$ 128,754.00
Longevity (Includes annual increase)		$ 660.00	$ -	$ -	$ 660.00
Supplement Pay		$ 1,200.00	$ -	$ 3,000.00	$ 4,200.00
TOTAL SALARY (w/o fringes)		$ 47,734.00	$ 40,510.00	$ 40,510.00	$ 128,754.00
TOTAL ALLOWANCES (w/o fringes)		$ 1,860.00	$ -	$ 3,000.00	$ 4,860.00
TOTAL SALARY & ALLOWANCES (w/o fringes)		$ 49,594.00	$ 40,510.00	$ 43,510.00	$ 133,614.00
Health Insurance	$ 5,364.00	$ 5,364.00	$ 5,364.00	$ 5,364.00	$ 16,092.00
Life Insurance	$ 27.00	$ 27.00	$ 27.00	$ 27.00	$ 81.00
FICA	7.65%	$ 3,793.94	$ 3,099.02	$ 3,328.52	$ 10,221.48
Retirement	10.89%	$ 5,400.79	$ 4,411.54	$ 4,738.24	$ 14,550.57
Unemployment	0.50%	$ 247.97	$ 202.55	$ 217.55	$ 668.07
Workers Compensation	1.3825%	$ 685.64	$ 560.05	$ 601.53	$ 1,847.22
TOTAL FRINGE BENEFITS		$ 15,519.34	$ 13,664.16	$ 14,276.84	$ 43,460.34
TOTAL SALARY, ALLOWANCES & FRINGE BENEFITS		$ 65,113.34	$ 54,174.16	$ 57,786.84	$ 177,074.34
CASH MATCH 50% (County Portion)		$ 32,556.67	$ 27,087.08	$ 28,893.42	$ 88,537.17
50% (School District Portion)		$ 32,556.67	$ 27,087.08	$ 28,893.42	$ 88,537.17

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN
LA JOYA INDEPENDENT SCHOOL DISTRICT
AND THE COUNTY OF HIDALGO

THIS Agreement is made on this the ____ day of _____, 2013, by and between **LA JOYA INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as "District", and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Hidalgo County previously received the Project S.T.O.P. (Stop Truancy On Patrol) (the "Project") Grant from the Office of the Governor Criminal Justice Division (the "Grant") in September 2002 for a period of four (4) years;

WHEREAS, the Grant was administered through the Office of Constable Precinct 3 since its inception;

WHEREAS, the parties desire to continue the Project although no grant funds are available;

WHEREAS, the parties desire to continue the Project by each party hereto contributing one-half of the cost of the Project;

WHEREAS, the purpose of the Project is to address crimes committed by juveniles and reduce school truancy and juvenile delinquency behavior using an "intervention for prevention" model that provides mentoring, guidance training, character education and responsibility training to truant/juvenile delinquent students;

WHEREAS, the parties hereto are each responsible for one match payment of Twenty Seven Thousand and Eighty Seven and 08/100 Dollars ($27,087.08).

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

1. County will, pursuant to its applicable personnel policies, rules and procedures, hire commissioned peace officers and the necessary support staff to continue the Project at the District. During the term of this Agreement, such peace officers at all times shall remain and be treated as employees of the County and shall be subject to all applicable personnel policies, rules and procedures of the County.

2. Within fifteen (15) days of receiving an invoice from the County, the District agrees to pay to the County the one match payment in the amount of Twenty Seven Thousand and Eighty Seven and 08/100 Dollars ($27,087.08) as consideration to the County for the continued implementation of the Project at the District.

3. Upon the County's receipt of payment from the District, the County shall fund the amount of Twenty Seven Thousand and Eighty Seven and 08/100 Dollars ($27,087.08) for its one-half share of the Project.

4. Each party agrees to conform to its own applicable purchasing laws, regulations, policies and procedures with respect to the portion of the services under this Agreement performed by each party.

5. The County may, but is not required to, consult with the District prior to making any staffing changes in connection with this Agreement but the recruiting, hiring, and retention of County personnel shall remain the sole prerogative of the County.

6. **Term.** The term of this Agreement shall commence immediately upon execution of this Agreement and shall continue through the end of the District's 2014 spring semester.

7. **Termination.** Either party shall have the right to terminate this Agreement with or without cause upon sixty (60) days written notice.

8. **Conflict of Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between 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 provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

9. **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.

10. **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 County and District, and not otherwise.

11. **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.

12 **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 District:	La Joya Independent School District Attention: Dr. Aida T. Benavides, Superintendent 201 E. Expressway 83 La Joya, Texas 78560
If to County:	Hidalgo County, Texas Attention: Ramon Garcia, County Judge P.O. Box 1356 Edinburg, Texas 78540-1356
with copy to :	Hidalgo County Constable Precinct No. 3 Attention: Constable Lazaro Gallardo, Jr. 730 N. Breyfogle, Suite B Mission, Texas 78574

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.

13. **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. **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.

15. **Assignment.** This Agreement shall not be assignable.

16. **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 or paragraph hereof.

17. **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.

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

19. **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.

20. **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 and effective as of the day and year first written above.

LA JOYA INDEPENDENT SCHOOL DISTRICT

_____
Juan Jose Pena, President, Board of Trustees

ATTEST:

_____
Esperanza Ochoa, Secretary, Board of Trustees

HIDALGO COUNTY

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo. Jr., 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 MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT AND THE COUNTY OF HIDALGO

THIS Agreement is made on this the ____ day of _____, 2013, by and between **MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as "District", and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Hidalgo County previously received the Project S.T.O.P. (Stop Truancy On Patrol) (the "Project") Grant from the Office of the Governor Criminal Justice Division (the "Grant") in September 2002 for a period of four (4) years;

WHEREAS, the Grant was administered through the Office of Constable Precinct 3 since its inception;

WHEREAS, the parties desire to continue the Project although no grant funds are available;

WHEREAS, the parties desire to continue the Project by each party hereto contributing one-half of the cost of the Project;

WHEREAS, the purpose of the Project is to address crimes committed by juveniles and reduce school truancy and juvenile delinquency behavior using an "intervention for prevention" model that provides mentoring, guidance training, character education and responsibility training to truant/juvenile delinquent students;

WHEREAS, the parties hereto are each responsible for one match payment of Thirty Two Thousand Five Hundred and Fifty Six and 67/100 Dollars ($32,556.67).

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

1. County will, pursuant to its applicable personnel policies, rules and procedures, hire a commissioned peace officer and the necessary support staff to continue the Project at the District. The County peace officer shall us his best efforts to address crimes committed by juveniles and reduce school truancy and juvenile delinquency behavior using an "intervention and prevention" model that provides mentoring, guidance training, character education and responsibility training to truant/juvenile delinquent students.

2. During the term this Agreement, such peace officer at all times, shall remain and be treated as an employee of the County and shall be subject to all applicable personnel policies, rules and procedures of the County.

3. In addition to the duties identified in paragraph 1 herein, the County agrees that such peace officer assigned to the District shall use his best efforts to respond to emergencies or other exigent circumstances which may exist at District campuses and facilities during regular school hours in which the response of a peace officer would be appropriate. However, the peace officer shall use his sole judgment and/or discretion to determine whether the situation merits an emergency or exigent circumstance requiring response by such officer. The District agrees that the County shall not be liable for failure to respond to any incident at a District campus or facility.

4. The parties agree that the peace officer will not be required to perform any school administrative duties other than those identified herein, nor will the peace officer be required to perform the duties of a District security guard.

5. The parties agree that the peace officer shall perform the functions in which they are authorized by law to: (1) investigate each case of a violation of compulsory school attendance requirements referred to the peace officer; (2) enforce compulsory school attendance requirement; (3) to serve court-ordered legal process; (4) to review school attendance records for compliance by each student investigated by the officer; (5) to maintain an investigative record on each compulsory school attendance requirement violation and related court action, and at the request of a court, the board of trustees of a school district, or the commissioner, to provide a record to the individual or entity requesting the record; (6) to make a home visit or otherwise contact the parent of a student who is in violation of compensatory attendance requirements; and (7) to take a student into custody with the permission of the student's parent or in obedience to a court-ordered legal process.

6. **Term.** The period of performance of this Agreement shall commence on September 1, 2013 and terminate on August 31, 2014. Either party shall have to right to terminate this Agreement with or without cause upon sixty (60) days written notice.

7. **Work Hours.** The peace officer shall be assigned to District business from 8:00 a.m. to 5 p.m., Monday through Friday in lieu thereof "at such other times as agreed by District and County.

8. **Time Off.** The County agrees to notify the District's Human Resource's Department when the peace officer takes sick leave or has scheduled vacation, overtime or compensatory time off in accordance with County notice provisions.

9. The County, through the Constable's Office, may, but is not required to, consult with the District prior to making any staffing changes in connection with this Agreement but the recruiting, hiring and retention of County personnel shall remain the sole prerogative of the Constable's Office. However, should the District believe that the peace officer is not fulfilling his/her job duties or meeting the District's expected performance standards under this Agreement, the District shall notify the Constable with specific information regarding such nonperformance. The county shall, within fifteen (15) days, correct the unsatisfactory performance. Should the County fail to correct or address the District's nonperformance concerns, the District shall have the prerogative to terminate this Agreement upon an additional fifteen (15) days written notice to the County.

10. Upon the County's receipt of payment from the District, the County shall fund the amount of Thirty Two Thousand Five Hundred and Fifty Six and 67/100 Dollars ($32,556.67) for its one-half share of the Project.

11. Within fifteen (15) days of receiving an invoice from the County, the District agrees to pay to the County the one match payment in the amount of Thirty Two Thousand Five Hundred and Fifty Six and 67/100 Dollars ($32,556.67) as consideration to the County for the continued implementation of the Project at the District.

12. Each party agrees to conform to its own applicable purchasing laws, regulations, policies and procedures with respect to the portion of the services under this Agreement performed by each party.

13. The County may, but is not required to, consult with the District prior to making any staffing changes in connection with this Agreement but the

recruiting, hiring, and retention of County personnel shall remain the sole prerogative of the County.

14. Termination. Either party shall have the right to terminate this Agreement with or without cause upon sixty (60) days written notice.

15. Conflict of Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between 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 contact, 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.

16. 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.

17. 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 County and District, and not otherwise.

18. 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 JURISDICITION IN HIDALGO, TEXAS.

19. 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 District: Mission Consolidated Independent School District
Attention: Dr. Cornelio Gonzalez, Superintendent
1201 Bryce Drive
Mission, Texas 78572

If to County: Hidalgo County, Texas
Attention: Ramon Garcia, County Judge
PO Box 1356
Edinburg, Texas 78540-1356

With Copy to: Hidalgo County Constable Precinct No. 3
Attention: Constable Lazaro Gallardo, Jr.
730 N. Breyfogle, Suite B
Mission, Texas 78574

20. **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.

21. **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 Agreements

22. **Assignment.** This Agreement shall not be assignable.

23. **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 or paragraph hereof.

24. **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.

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

26. **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.

27. **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. Lox. Govt. Code Ann. 271.903.

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

MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

_____
Dr. Sonia M. Trevino, President, Board of Trustees

ATTEST:

_____
Patty Bazaldua, Secretary, Board of Trustees

HIDALGO COUNTY

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., 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 SHARYLAND INDEPENDENT SCHOOL DISTRICT AND THE COUNTY OF HIDALGO

THIS Agreement is made on this the ____ day of _____, 2013, by and between **SHARYLAND INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as "District", and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, in September 2002, the County was the recipient of Project S.T.O.P. (Stop Truancy on Patrol), a grant from the Office of the Governor's Criminal Justice Division (the "Project") for a period of four (4) years;

WHEREAS, the purpose of the Project is to address crimes committed by juveniles and reduce school truancy and juvenile delinquency behavior using an "intervention for prevention" model that provides mentoring, guidance training, character education and responsibility training to truant/juvenile delinquent students;

WHEREAS, the Project, which has been administered through Hidalgo County Precinct No. 3 Constable's Office since its inception, is now expiring and the County and District desire to continue the Project during the 2013-2014 school year using their own funds;

WHEREAS, each party desires to contribute one-half of the costs associated with administering the Project at the District;

WHEREAS, in addition to the Project's goals and objectives, the District has requested that a County peace officer be available to assist the District by responding to emergencies or other exigent circumstances at a District campus or facility in which the response of a peace officer would be appropriate;

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

1. County will, pursuant to its applicable personnel policies, rules and procedures, hire a commissioned peace officer and the necessary support staff to continue the Project at the District. The County peace officer shall use his best efforts to address crimes committed by juveniles and reduce school truancy and juvenile delinquency behavior using an "intervention for prevention" model that provides mentoring, guidance training, character education and responsibility training to truant/juvenile delinquent students.

2. During the term of this Agreement, such peace officer at all times, shall remain and be treated as an employee of the County and shall be subject to all applicable personnel policies, rules and procedures of the County.

3. In addition to the duties identified in paragraph 1 herein, the County agrees that such peace officer assigned to the District shall use his best efforts to respond to emergencies or other exigent circumstances which may exist at District campuses and facilities during regular school hours in which the response of a peace officer would be appropriate. However, the peace officer shall use his sole judgment and/or discretion to determine whether the situation merits an emergency or exigent circumstance requiring response by such officer. The District agrees that the County shall not be liable for failure to respond to any incident at a District campus or facility.

4. The parties agree that the peace officer will not be required to perform any school administrative duties other than those identified herein, nor will the peace officer be required to perform the duties of a District security guard.

5. The parties agree that the peace officer shall perform the functions in which they are authorized by law to: (1) investigate each case of a violation of compulsory school attendance requirements referred to the peace officer; (2) enforce compulsory school attendance requirements; (3) to serve court-ordered legal process; (4) to review school attendance records for compliance by each student investigated by the officer; (5) to maintain an investigative record on each compulsory school attendance requirement violation and related court action, and at the request of a court, the board of trustees of a school district, or the commissioner, to provide a record to the individual or entity requesting the record; (6) to make a home visit or otherwise contact the parent of a student who is in violation of compensatory attendance requirements; and (7) to take a student into custody with the permission of the student's parent or in obedience to a court-ordered legal process.

6. **Term**. The period of performance of this Agreement shall commence on September 1, 2013 and terminate on August 31, 2014. Either party shall have the right to terminate this Agreement with or without cause upon sixty (60) days written notice.

7. **Work Hours.** The peace officer shall be assigned to District business from 8 a.m. to 5 p.m., Monday through Friday in lieu thereof "at such other times agreed by District and County".

8. **Time Off**. The County agrees to notify the District's Human Resource's Department when the peace officer takes sick leave or has scheduled vacation, overtime or compensatory time off in accordance with County notice provisions.

9. The County, through the Constable's Office, may, but is not required to, consult with the District prior to making any staffing changes in connection with this Agreement but the recruiting, hiring and retention of County personnel shall remain the sole prerogative of the Constable's Office. However, should the District believe that the peace officer is not fulfilling his/her job duties or meeting the District's expected performance standards under this Agreement, the District shall notify the Constable with specific information regarding such nonperformance. The County shall, within fifteen (15) days, correct the unsatisfactory performance. Should the County fail to correct or address the District's nonperformance concerns, the District shall have the prerogative to terminate this Agreement upon an additional fifteen (15) days written notice to the County.

10. Upon the County's receipt of the payment from the District, the County shall fund the amount of Twenty Eight Thousand Eight Hundred and Ninety Three and 42/100 Dollars ($28,893.42) for its one-half share of the Project.

11. Within fifteen (15) days of receiving an invoice from the County, the District agrees to pay to the County the one match payment in the amount of Twenty Eight Thousand Eight Hundred and Ninety Three and 42/100 Dollars ($28,893.42) as consideration to the County for the continued implementation of the Project at the District.

12. Each party agrees to conform to its own applicable purchasing laws, regulations, policies and procedures with respect to the portion of the services under this Agreement performed by each party.

13. The County may, but is not required to, consult with the District prior to making any staffing changes in connection with this Agreement but the recruiting, hiring, and retention of County personnel shall remain the sole prerogative of the County.

14. **Termination.** Either party shall have the right to terminate this Agreement with or without cause upon sixty (60) days written notice.

15. **Conflict of Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between 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 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.

16. **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.

17. **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 County and District, and not otherwise.

18. **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.

19. **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 District:	Sharyland Independent School District Attention: Dr. Virginia N. Richter, Superintendent 1106 N. Shary Road Mission, Texas 78572
If to County:	Hidalgo County, Texas Attention: Ramon Garcia, County Judge P.O. Box 1356 Edinburg, Texas 78540-1356
with copy to :	Hidalgo County Constable Precinct No. 3 Attention: Constable Lazaro Gallardo, Jr. 730 N. Breyfogle, Suite B Mission, Texas 78574

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.

20. **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.

21. **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.

22. **Assignment.** This Agreement shall not be assignable.

23. **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 or paragraph hereof.

24. **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.

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

26. **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.

27. **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 and effective as of the day and year first written above.

SHARYLAND INDEPENDENT SCHOOL DISTRICT

_____
Fernando, President, Board of Trustees

ATTEST:

_____
Dr. Noe O. Garza, Secretary, Board of Trustees

HIDALGO COUNTY

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY:_____
Stephen L. Crain

AI-38957 **Sheriff's Office 9. A.**

CC REGULAR

Meeting Date: 06/11/2013

Submitted For: Captain Gabriel Castaneda **Submitted By:** Rosie Hinojosa, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Approval to appropriate $554,444.44 from the unreserved fund balance in the Sheriff's Federal Sharing - U.S. Department of Justice (Fund 1229).

BACKGROUND

See attached Budget Amendment.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1229-421-00-280-007-0-XXX

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

BUDGETARY IMPACT:

Funds available for the appropriation as of 05/28/13.

Attachments

Budget Amendment

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	05/28/2013 02:51 PM
Budget & Management	Obdett Calzada	06/04/2013 08:50 AM
Manuel Chapa	Manuel Chapa	06/05/2013 04:19 PM
Purchasing Department	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Rosie Hinojosa Started On: 05/24/2013 02:28 PM

Final Approval Date: 06/07/2013

DATE: May 24, 2013
DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino
DEPARTMENT NAME: Sheriff's Federal Sharing - U.S. Department of Justice
ACCOUNT NUMBER: 3-1229-421-00-280-007-0-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
3-1229-421-00-280-007-0-432	Repair & Maint Svcs-Equip & Vehicles	2,045.00
3-1229-421-00-280-007-0-741	Vehicles	479,075.25
3-1229-421-00-280-007-0-748	Other Equipment	73,324.19

TOTAL BUDGET INCREASE REQUEST $ 554,444.44

REASON: To appropriate monies from the Sheriff's Federal Sharing - U.S. Justice fund balance (unreserved) for the purchase of (13) vehicles & equipment to outfit these vehicles.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-39094 **Sheriff's Office 9. B.**

CC REGULAR

Meeting Date: 06/11/2013

Submitted By: Virginia Rodriguez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Approval to process the following AT&T invoices as claims with authority for County Treasurer to issue check after auditing procedures are completed by County Auditor.

Account Number:	Billing Date:	Amount:
956-383-0373-003-3	3-19-2013	$1,766.68
956-383-0373-003-3	4-19-2013	$1,016.84

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-423-21-280-002-0-531

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

BUDGETARY IMPACT:

PO# 690333 has available funds as of 6/6/2013.

Attachments

AT&T 3-19-2013

AT&T 4-19-2013

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	06/05/2013 02:00 PM
Budget & Management	Obdett Calzada	06/05/2013 04:38 PM
Obdett Calzada	Obdett Calzada	06/06/2013 09:33 AM
Purchasing Department	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Virginia Rodriguez Started On: 06/05/2013 11:25 AM

Final Approval Date: 06/07/2013

COUNTY OF HIDALGO
DETENTION CTR.
PO BOX 1228
EDINBURG TX 78540 - 1228

Page 1 of 2
Account Number 956 383-0373 003 3
Billing Date Mar 19, 2013

Web Site att.com

at&t

P.O. # 690333
Invoice Received By:
on: 4-02-13
Good/Services Received By:
on: 3-19-04-13
3-1100-423-21-280-002-0_531

Monthly Statement

Bill-At-A-Glance

Previous Bill	472.55
Payment Received 3-16 Thank you!	472.55CR
Adjustments	.00
Balance	.00
Current Charges	1,766.68
Total Amount Due	**$1,766.68**
Amount Due in Full By	Apr 11, 2013

Billing Summary

Billing Questions? Visit **att.com/billing**

	Page	
Plans and Services	1	1,766.68
1 800 770-2260		
Payment Arrangements: 1 800 924-1743		
Service Changes: 1 800 321-2000		
Repair Services: 1 800 286-8313		
Total Current Charges		1,766.68

News You Can Use Summary

- PREVENT DISCONNECT
- LONG DIST. PROVIDERS

See "News You Can Use" for additional information

Plans and Services

Monthly Service - Mar 19 thru Apr 18

Charges for 956 383-0373

1. Monthly Charges	721.30
2. Basic Local Service - Business	22.36
Total Charges for 956 383-0373	743.66

Charges for 956 318-3227

3. Monthly Charges	1.56
4. Basic Local Service - Business	20.85
Total Charges for 956 318-3227	22.41

Charges for 956 380-0647

5. Monthly Charges	1.30
6. Basic Local Service - Business	20.85
Total Charges for 956 380-0647	22.15

Charges for 956 380-3080

7. Monthly Charges	1.30
8. Basic Local Service - Business	20.85
Total Charges for 956 380-3080	22.15

Charges for 956 383-0374

9. Monthly Charges	8.79
10. Basic Local Service - Business	22.36
Total Charges for 956 383-0374	31.15

Charges for 956 383-7471

11. Monthly Charges	1.30
12. Basic Local Service - Business	22.36
Total Charges for 956 383-7471	23.66

Charges for 956 383-7485

13. Monthly Charges	8.79
14. Basic Local Service - Business	22.36
Total Charges for 956 383-7485	31.15
Total Monthly Service	**898.33**

Additions and Changes to Service

This section of your bill reflects charges and credits resulting from account activity.

Item No.	Description	Quantity	Monthly Rate	Amount Billed
	Activity on Feb 28, 2013			
	PON EXPIRED CONTRACT			
	Order No. R827381			
	CKT No. 38.DHDA.800951			
	Services Removed			
	(Monthly Charges were Billed in Advance and are Prorated from Feb 1, 2013 through Mar 18, 2013)			
15.	Mileage-Digital Local Ch @1.5M	2	220.00CR	352.00CR

Local Services provided by AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas based upon the service address location.

GO GREEN - Enroll in paperless billing.

Return bottom portion with your check in the enclosed envelope.

COUNTY OF HIDALGO
DETENTION CTR.
PO BOX 1228
EDINBURG TX 78540 - 1228

Plans and Services

Additions and Changes to Service - Continued

Item No.	Description	Quantity	Monthly Rate	Amount Billed
Services Added				
(Monthly Charges are Prorated from Feb 1, 2013 through Mar 18, 2013)				
1.	Clear Channel Capability	2	60.00	96.00
2.	Mileage-Digital Local Ch @1.5M	2	660.00	1,056.00
Total CKT No. 38.DHDA.800951				800.00
Total Order No. R827381				800.00
Total PON EXPIRED CONTRACT				800.00
Total Additions and Changes to Service				800.00

Directory Assistance

411

3.	1 Call(s) billed at $1.99 each			1.99

Local Toll

Charges for 956 380-0647

Directory Assistance Calls

Dialed	411:	1	555:	0
Operator Handled	411:	0	555:	0

Surcharges and Other Fees

4.	Federal Subscriber Line Charge	38.43
5.	911 Fee	3.92
6.	Federal Universal Service Fee	6.93
7.	Municipal right-of-way Fee	1.08
Total Surcharges and Other Fees		1 36

Taxes

8.	Federal	.00
9.	State and Local	.00
Total Taxes		.00

Total Plans and Services 1,766.68

News You Can Use

PREVENT DISCONNECT

Thank you for being a valued customer. Please be aware that all charges must be paid each month to keep your account current and prevent collection activities. We are required to inform you that certain charges such as your telephone line, and fees and surcharges MUST be paid in order to prevent interruption of basic local service. These charges are already included in the Total Amount Due and are $1762.76 . Also, neglecting payment for other charges, such as long distance, voice mail, InLine®, wireless, and Internet may result in those services being interrupted.

LONG DIST. PROVIDERS

Our records indicate that you have selected AT&T Corp. or a company that resells their services as your primary local toll carrier and AT&T Corp. or a company that resells their services as your primary long distance carrier. Please contact us if this does not agree with your records.

Terms and Conditions

CARRIER QUESTIONS

You may contact the Public Utility Commission of Texas, Office of Customer Protection, P.O. Box 13326, Austin, TX 78711-3326, 1-512-936-7120 or toll-free in Texas at 1-888-782-8477 if you believe the local exchange provider or the interexchange carrier on your bill are not correct or if there are unauthorized charges on your bill. Hearing and speech impaired customers with text telephones (TTY) may call 1-512-936-7136. When corresponding by mail, include your complaint and copies of the phone bills. Please contact AT&T Texas to switch your service back to the carrier of your choice.

For a complete listing of Terms and Conditions, please refer to:
- The inside of the AT&T White Pages directory, or
- Visit us on the web at att.com/terms

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COUNTY OF HIDALGO
DETENTION CTR.
PO BOX 1228
EDINBURG TX 78540 - 1228

Account Number 956 383-0373 003 3
Billing Date Apr 19, 2013

Web Site att.com

at&t

Bill-At-A-Glance

Previous Bill	1,766.68
Payment	.00
Adjustments	.00
Past Due - Please Pay Immediately	1,766.68
Current Charges	1,016.84
Total Amount Due	**$2,783.52**
Current Charges Due in Full by	May 13, 2013

Billing Summary

Billing Questions? Visit att.com/billing

	Page	
Plans and Services	1	1,016.84
1 800 770-2260		
Payment Arrangements: 1 800 924-1743		
Service Changes: 1 800 321-2000		
Repair Services: 1 800 286-8313		
Total Current Charges		1,016.84

News You Can Use Summary

- PREVENT DISCONNECT
- LONG DIST. PROVIDERS

See "News You Can Use" for additional information

Plans and Services

Monthly Service - Apr 19 thru May 18

Charges for 956 383-0373

1. Monthly Charges	754.30
2. Basic Local Service - Business	22.36
Total Charges for 956 383-0373	776.66

Charges for 956 318-3227

3. Monthly Charges	1.56
4. Basic Local Service - Business	20.85
Total Charges for 956 318-3227	22.41

Charges for 956 380-0647

5. Monthly Charges	1.30
6. Basic Local Service - Business	20.85
Total Charges for 956 380-0647	22.15

Charges for 956 380-3080

7. Monthly Charges	1.30
8. Basic Local Service - Business	20.85
Total Charges for 956 380-3080	22.15

Charges for 956 383-0374

9. Monthly Charges	8.79
10. Basic Local Service - Business	22.36
Total Charges for 956 383-0374	31.15

Charges for 956 383-7471

11. Monthly Charges	1.30
12. Basic Local Service - Business	22.36
Total Charges for 956 383-7471	23.66

Charges for 956 383-7485

13. Monthly Charges	8.79
14. Basic Local Service - Business	22.36
Total Charges for 956 383-7485	31.15
Total Monthly Service	**929.33**

Additions and Changes to Service

This section of your bill reflects charges and credits resulting from account activity.

Item No.	Description	Quantity	Monthly Rate	Amount Billed
Activity on Apr 1, 2013				
	Monthly Charges are Prorated from Apr 1, 2013 through Apr 18, 2013)			
15.	Federal Universal Service Fee	2		.05CR
16.	Federal Universal Service Fee	1		.02CR
17.	Federal Universal Service Fee	1		.02CR
18.	Federal Universal Service Fee	1		.02CR
19.	Federal Universal Service Fee	2		.05CR

Local Services provided by AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas based upon the service address location.

GO GREEN - Enroll in paperless billing.

Return bottom portion with your check in the enclosed envelope.

DUE BY: May 13, 2013 **$2,783.52**

Amount After **May 15, 2013** **$2,783.52**

at&t

Past Due Charges - $1,766.68 - Please Pay Immediately
Billing Date Apr 19, 2013
Date Mailed Apr 26, 2013

Account Number **956 383-0373 003 3**
Please include your account number on your check

COUNTY OF HIDALGO
DETENTION CTR.
PO BOX 1228
EDINBURG TX 78540 - 1228

Make check payable to:
AT&T
PO BOX 5001
CAROL STREAM IL 60197-5001

9765 95638303730033 1000000000000 1520100000017666800000278352

Plans and Services

Additions and Changes to Service - Continued

Item No.	Description	Quantity	Monthly Rate	Amount Billed
Activity on Apr 3, 2013				
(Monthly Charges are Prorated from Apr 3, 2013 through Apr 18, 2013)				
1.	Monthly Service	2		17.60
Total Additions and Changes to Service				17.44

Directory Assistance

411

2.	1	Call(s) billed at $1.99 each		1.99

Local Toll

Charges for 956 388-0647

Directory Assistance Calls

Dialed	411:	1	555:	0
Operator Handled	411:	0	555:	0

Surcharges and Other Fees

3.	Federal Subscriber Line Charge	38.43
4.	911 Fee	3.92
5.	Federal Universal Service Fee	6.65
6.	Municipal right-of-way Fee	19.08
Total Surcharges and Other Fees		68.08

Taxes

7.	Federal	.00
8.	State and Local	.00
Total Taxes		.00

Total Plans and Services 1,016.84

News You Can Use

PREVENT DISCONNECT
Thank you for being a valued customer. Please be aware that all charges must be paid each month to keep your account current and prevent collection activities. We are required to inform you that certain charges such as your telephone line, and fees and surcharges MUST be paid in order to prevent interruption of basic local service. These charges are already included in the Total Amount Due and are $2775.68 . Also, neglecting payment for other charges, such as long distance, voice mail, Inline®, wireless, and Internet may result in those services being interrupted.

LONG DIST. PROVIDERS
Our records indicate that you have selected AT&T Corp. or a company that resells their services as your primary local toll carrier and AT&T Corp. or a company that resells their services as your primary long distance carrier. Please contact us if this does not agree with your records.

Terms and Conditions

CARRIER QUESTIONS
You may contact the Public Utility Commission of Texas, Office of Customer Protection, P.O. Box 13326, Austin, TX 78711-3326, 1-512-936-7120 or toll-free in Texas at 1-888-782-8477 if you believe the local exchange provider or the interexchange carrier on your bill are not correct or if there are unauthorized charges on your bill. Hearing and speech impaired customers with text telephones (TTY) may call 1-512-936-7136. When corresponding by mail, include your complaint and copies of the phone bills. Please contact AT&T Texas to switch your service back to the carrier of your choice.

For a complete listing of Terms and Conditions, please refer to:
- The inside of the AT&T White Pages directory, or
- Visit us on the web at att.com/terms

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9669.16.704.171140 1 AT 0.384 hn

COUNTY OF HIDALGO
DETENTION CTR.
PO BOX 1228
EDINBURG TX 78540-1228

AI-38982 **Health & Human Services Dept. 10. B.**

CC REGULAR

Meeting Date: 06/11/2013

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval to support UT Pan Am College of Health Sciences & Human Services grant application to The U.S. Department of Health & Human Services. Hidalgo County Health & Human Services will collaborate with UT Pan Am College of Health Sciences & Human Services to assist in meeting the requirements of the funding opportunity purpose, if funding is awarded.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

This Funding Opportunity Announcement (FOA) does not require cost sharing.

Attachments

RFA

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/30/2013 09:30 AM
Manuel Chapa	Manuel Chapa	06/06/2013 09:33 AM
Purchasing Department	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Mike Escaname Started On: 05/29/2013 02:37 PM

Final Approval Date: 06/07/2013

Department of Health and Human Services

Part 1. Overview Information

Participating Organization(s)	Agency for Healthcare Research and Quality (AHRQ) NOTE: The policies, guidelines, terms, and conditions stated in this announcement may differ from those used by the NIH. Where this Funding Opportunity Announcement (FOA) provides specific written guidance that may differ from the general guidance provided in the grant application form, please follow the instructions given in this FOA. Also note that AHRQ may have different page limits than NIH for the application Research Strategy, which can be found within each individual FOA (see Section IV below). AHRQ Grants Policy and Information to applicants regarding Funding Opportunity Announcement procedures can be found at Funding Opportunity Announcement Guidance.
Components of Participating Organizations	Agency for Healthcare Research and Quality)
Funding Opportunity Title	**Closing the Gap in Healthcare Disparities through Dissemination and Implementation of Patient Centered Outcomes Research (U18)**
Activity Code	U18 Research Demonstration – Cooperative Agreement
Announcement Type	New
Related Notices	None
Funding Opportunity Announcement OA) Number	**RFA-HS-13-010**
Companion Funding Opportunity	None
Number of Applications	See Section III. 3. Additional Information on Eligibility.
Catalog of Federal Domestic Assistance (CFDA) Number(s)	93.226
Funding Opportunity Purpose	The purpose of this funding opportunity announcement (FOA) is to identify strategies to engage stakeholders through shared decision making that can be used to effectively implement interventions specific to health care delivery systems, clinicians, and/or patients that focus on the reduction of racial/ethnic healthcare disparities in under-resourced settings. The effective strategies will incorporate the translation, dissemination, and implementation of patient-centered outcomes research (PCOR) findings for racial/ethnic minority populations. Successful applicants are required to demonstrate an ability to leverage the capacities of relevant and diverse stakeholders in their strategies to reduce healthcare disparities in under-resourced settings.

Key Dates

Posted Date	May 1, 2013
Open Date (Earliest Submission Date)	June 30, 2013

Letter of Intent Due Date(s)	June 14, 2013
Application Due Date (s)	July 31, 2013, by 5:00 PM local time of applicant organization.
AIDS Application Due Date(s)	Not Applicable
Scientific Merit Review	Generally, four months after receipt date
Advisory Council Review	Not Applicable
Earliest Start Date	Generally, four months after peer review date.
Expiration Date	August 1, 2013
Due Dates for E.O. 12372	Not Applicable

Required Application Instructions

It is critical that applicants follow the instructions in the SF424 (R&R) Application Guide, except where instructed to do otherwise (in this FOA or in a Notice from the *NIH Guide for Grants and Contracts*). Conformance to all requirements (both in the Application Guide and the FOA) is required and strictly enforced. Applicants must read and follow all application instructions in the Application Guide as well as any program-specific instructions noted in Section IV. When the program-specific instructions deviate from those in the Application Guide, follow the program-specific instructions.

Applications that do not comply with these instructions may be delayed or not accepted for review.

Apply for Grant Electronically

A compatible version of Adobe Reader is required for download. For Assistance downloading this or any Grants.gov application package, please contact Grants.gov Customer Support at http://www07.grants.gov/contactus/contactus.jsp.

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Part 2. Full Text of the Announcement
- Section I. Funding Opportunity Description
- Section II. Award Information
- Section III. Eligibility Information
- Section IV. Application and Submission Information
- Section V. Application Review Information
- Section VI. Award Administration Information
- Section VII. Agency Contacts
- Section VIII. Other Information

Part 2. Full Text of Announcement

Section I. Funding Opportunity Description

This funding opportunity announcement (FOA) solicits U18 Research Demonstration Cooperative Agreement applications from institutions to establish and engage relationships with relevant and diverse stakeholders to identify effective strategies to reduce racial/ethnic healthcare disparities through shared decision making and through the translation, dissemination, and implementation of patient centered outcomes research (PCOR) findings. Under the U18 mechanism, AHRQ will have substantial programmatic involvement that is above and beyond the normal stewardship role for planning, directing, and executing the proposed project.

Background:

Health disparities are defined as significant gaps or preventable differences in the overall rate of disease incidence, prevalence, morbidity, mortality, or survival rates in racial/ethnic minority populations as compared to the health status of the general population (Minority Health and Disparities Research and Education Act of 2000. Public Law 106-525, November 20, 2008.) The 2011 *National Healthcare Disparities Report* released in 2012 by the Agency for Healthcare Research and Quality (AHRQ) shows that access to health care has not been improving for most racial and ethnic groups in the years 2002 through 2008. Fifty percent of the measures that tracked disparities in health care access showed no improvement between the years 2002 and 2008, while 40 percent of those measures were getting worse.

According to a 2009 study by the Joint Center for Political and Economic studies, eliminating healthcare disparities for minorities would have reduced direct medical care expenditures by $229.4 billion between 2003 and 2006. Many factors contribute to racial, ethnic, and socioeconomic healthcare disparities, including poverty, inadequate access to quality care, environmental threats, personal behaviors, and educational inequalities, among others.

This FOA focuses on reducing health disparities for minorities in under-resourced settings. Under-resourced settings are generally considered to be settings that provide care for people who have insurance with low reimbursement rates or those who have no insurance which leads to a relatively low level of resources to make the required capital and human resource investments.

Research Objectives:

This FOA supports a two-phase research proposal(s) to identify effective strategies to reduce healthcare disparities in racial and ethnic minority populations in under-resourced healthcare settings, with a particular focus on strategies for stakeholder engagement and shared decision making specific to health care delivery systems, clinicians, and patients. Applications must provide a timeline (in 12 month increments) that describes the work that will be completed as part of each phase.

Knowledge to be gained/Expected Outcome:

Successful applicants will conduct an evaluation of the process for engaging stakeholders, (health care delivery systems, clinicians, and/or patients) and an evaluation of the effective strategies to reduce racial/ethnic disparities in an under-resourced setting. Successful applicants are encouraged to develop a tool, such as a handbook, that will serve as a mechanism to communicate the work conducted by the applicant to stakeholders (health care delivery systems, clinicians, and/or patients) and to serve as a document that identifies effective strategies to reduce racial/ethnic disparities in an under-resourced setting. The tool developed to disseminate knowledge gained from the work conducted as part of this funding announcement will provide a documented and replicable process for engaging stakeholders (health care delivery systems, clinicians, and/or patients) through shared decision making. The specific information provided to clinicians will be applicable to a variety of clinicians (e.g., nurses, physicians, physician assistants, social workers, pharmacists). Finally, the tool should also include a detailed implementation and evaluation plan for the suggested strategies in which stakeholders in diverse settings representing diverse patient populations can replicate.

Section II. Award Information

Funding Instrument	Cooperative Agreement
Application Types Allowed	New The OER Glossary and the SF424 (R&R) Application Guide provide details on these application types.
Funds Available and Anticipated Number of Awards	AHRQ intends to fund one to three awards, for a total of up to $3 million for the three year duration of the initiative. The number of awards is contingent upon AHRQ appropriations and the submission of a sufficient number of meritorious applications.
Award Budget	The total costs (direct and indirect) for a project awarded under this FOA must not exceed $500,000 annually. An application that exceeds this amount will not be reviewed.
Award Project Period	The project period for this award is three years.

These projects are authorized by 42 U.S.C. 299a, which provides that AHRQ shall conduct and support research, support demonstration projects, and disseminate information on health care and on systems for the delivery of such care, including activities with respect to the quality, effectiveness, efficiency, appropriateness, and value of health care services, and by 42 U.S.C. 299b-37.

All applications submitted and AHRQ grants made in response to this FOA are subject to AHRQ's grant regulations at 42 CFR Part 67, Subpart A, the HHS Grants Policy Statement (see http://dhhs.gov/asfr/ogapa/aboutog/grantsnet.html and http://dhhs.gov/asfr/ogapa/grantinformation/hhsgps107.pdf), and the terms and conditions set forth in the Notice of Award.

Section III. Eligibility Information

1. Eligible Applicants

Eligible Organizations

You may submit an application(s) if your institution/organization is a (an):

- Public or non-profit private institution, such as a university, college, or a faith-based or community-based organization;
- For-profit private institution
- Unit of local or State government;
- Eligible agency of the Federal government.
- Indian/Native American Tribal Government (Federally recognized)
- Indian/Native American Tribal Government (Other than Federally recognized);
- Indian/Native American Tribally Designated Organization.

Because the purpose of this program is to improve healthcare in the United States, foreign institutions may participate in projects as members of consortia or as subcontractors only. Applications submitted by foreign institutions will not be reviewed. Organizations described in section 501(c) 4 of the Internal Revenue Code that engage in lobbying are not eligible.

AHRQ strongly encourages applications from or in partnership with Minority Academic Institutions including: Historically Black Colleges and Universities, Tribal Colleges and Universities, Hispanic-Serving Institutions, and Asian American and Pacific Islander Serving Institutions.

HHS grants policy requires that the grant recipient perform a substantive role in the conduct of the planned project or program activity and not merely serve as a conduit of funds to another party or parties. If consortium/contractual activities represent a significant portion of the overall project, the applicant must justify why the applicant organization, rather than the party(s) performing this portion of the overall project, should be the grantee and what substantive role the applicant organization will play. Justification can be provided in the Specific Aims or Research Strategy section of the PHS398 Research Plan Component sections of the SF424 (R&R) application. There is no budget allocation guideline for determining substantial involvement; determination of substantial involvement is based on a review of the primary project activities for which grant support is provided and the organization(s) that will be performing those activities.

Foreign Institutions

Non-domestic (non-U.S.) Entities (Foreign Institutions) **are not** eligible to apply.

Required Registrations

Applicant organizations must complete the following registrations as described in the SF424 (R&R) Application Guide to be eligible to apply for or receive an award. Applicants must have a valid Dun and Bradstreet Universal Numbering System (DUNS) number in order to begin each of the following registrations.

- System for Award Management (SAM)– must maintain an active entity registration (formerly CCR registration), to be renewed at least annually. Use the Sam.gov “Manage Entity” function to manage your entity registrations. See the Grants Registration User Guide at SAM.gov for additional information.

- Grants.gov
- eRA Commons

The Program Director/Principal Investigator (PD/PI) must also work with his/her institutional officials to register with the eRA Commons or ensure their existing eRA Commons account is affiliated with the eRA Commons account of the applicant organization.

All registrations must be completed by the application due date. Applicant organizations are strongly encouraged to start the registration process at least 6 weeks prior to the application due date.

Eligible Individuals (Program Director/Principal Investigator)

Any individual(s) with the skills, knowledge, and resources necessary to carry out the proposed research as the Program Director/Principal Investigator (PD/PI) is invited to work with his/her organization to develop an application for support. Individuals from underrepresented racial and ethnic groups as well as individuals with disabilities are always encouraged to apply for AHRQ support.

The PD/PI must commit **at least 10% effort annually** for the duration of the proposed project.

Only **one PD/PI** may be designated on the application.

2. Cost Sharing

This FOA does not require cost sharing.

While there is no cost sharing requirement included in this FOA, AHRQ welcomes applicant institutions, including any collaborating institutions, to devote resources to this effort. An indication of institutional support from the applicant and its collaborators indicates a greater potential of success and sustainability of the project. Examples of institutional support would include: donated equipment and space, institutional funded staff time and effort, or other resource investments. Applicant institutions should indicate institutional support by outlining the specific contributions to the project and providing assurances that their organization and any collaborators are committed to providing these funds and resources to the project. This information can be included at the end of the budget justification section of the application, but institutional support dollars are not to be shown/included in the detailed budget request.

3. Additional Information on Eligibility

Number of Applications

Applicant organizations may submit more than one application, provided that each application is scientifically distinct.

AHRQ will not accept any application that is essentially the same as one already reviewed within the past thirty-seven months, except for submission:

- To an RFA of an application that was submitted previously as an investigator-initiated application but not paid;
- Of an investigator-initiated application that was originally submitted to an RFA but not paid; or
- Of an application with a changed grant activity code.

Section IV. Application and Submission Information

1. Requesting an Application Package

Applicants must download the SF424 (R&R) application package associated with this funding opportunity using the “Apply for Grant Electronically” button in this FOA or following the directions provided at Grants.gov.

2. Content and Form of Application Submission

It is critical that applicants follow the instructions in the SF424 (R&R) Application Guide, except where instructed in this

funding opportunity announcement to do otherwise. Conformance to the requirements in the Application Guide is required and strictly enforced. Applications that are out of compliance with these instructions may be delayed or not accepted for review.

For information on Application Submission and Receipt, visit Frequently Asked Questions – Application Guide, Electronic Submission of Grant Applications.

Letter of Intent

Although a letter of intent is not required, is not binding, and does not enter into the review of a subsequent application, the information that it contains allows AHRQ staff to estimate the potential review workload and plan the review.

By the date listed in Part 1. Overview Information, prospective applicants are asked to submit a letter of intent that includes the following information:

- Descriptive title of proposed research
- Name(s), address(es), and telephone number(s) of the PD/PI
- Names of other key personnel
- Participating institution(s)
- Number and title of this funding opportunity

The letter of intent should be sent electronically to:

Jennifer E. Moore, Ph.D., R.N.
Email: Jennifer.Moore@ahrq.hhs.gov

Required and Optional Components

The forms package associated with this FOA includes all applicable components, mandatory and optional. Please note that some components marked optional in the application package are required for submission of applications for this FOA. Follow all instructions in the SF424 (R&R) Application Guide to ensure you complete all appropriate “optional” components.

Page Limitations

All page limitations described in the SF424 Application Guide and the Table of Page Limits must be followed.

PHS 398 Research Plan Component

All application instructions outlined in the SF424 (R&R) Application Guide **that are not otherwise specified within this Funding Opportunity Announcement** must be followed, incorporating "Just-in-Time" information concepts, and with the following additional requirements:

- Introduction is limited to 1 page.
- Specific Aims is limited to 1 page.
- Research Strategy, including tables, graphs, figures, diagrams, and charts is limited to **12 pages** and must address the following components:

The **first phase** of the research proposal will use evidence synthesis to determine the effective strategies to communicate, translate, disseminate, and implement patient-centered research findings that can be used to reduce racial/ethnic healthcare disparities in under-resourced settings through stakeholder engagement and shared decision making. It is recognized that the current research on effective strategies to reduce disparities for key clinical topics may not include strategies specific to racial/ethnic minorities in under-resourced settings. Therefore, it is possible that the evidence synthesis for this project may utilize literature that is not specific to the clinical topic identified but in which the information can be applied to this population and setting. Phase one must be completed by the end of year one of funding. Phase two funding for continuation of the project is dependent on the successful and timely completion of the objectives described in Phase I.

The **second phase** of the research proposal must engage diverse stakeholder representatives (derived from

racial/ethnic minority consumer and patient groups, organizations, clinicians, policy, health education, information technology, and diverse health system communities including under-resourced settings) in order to:

1) identify the most effective, evidence-based strategies that health care delivery systems, clinicians, and/or patients can utilize to improve racial/ethnic disparities in under-resourced settings through stakeholder engagement and shared decision making as identified in step one,

2) design an implementation and evaluation plan for these strategies that can be replicated by stakeholders in diverse settings representing diverse patient populations, and

3) provide a platform for continuing dialogue with AHRQ and other pertinent HHS agencies regarding ongoing solutions to improve the access and quality of healthcare for racial/ethnic minority populations.

Phase I establishes what, why, and how the PCOR findings can be used to inform strategies to reduce racial/ethnic disparities in under-resourced settings. The following two components must be addressed in Phase I:

Priority Setting

1) For Phase I, applicants must describe the process that will be used to identify priority areas specific to racial/ethnic disparities in under- resourced settings. As part of this process, AHRQ will be actively engaged and have a key role in assisting with identifying priorities. A rationale for the selected process must be provided in the application.

2) The priorities selected must include rationale for their inclusion.

3) The priorities selected must represent persistent and important racial/ethnic disparities (e.g., as identified by AHRQ's *National Healthcare Disparities Report*) in under-resourced settings.

Data and Evidence Reviews

1) The evidence synthesis will determine effective evidence-based strategies to communicate, translate, disseminate, and implement patient-centered research findings that can be used to reduce racial/ethnic healthcare disparities in under-resourced settings through stakeholder engagement and shared decision making.

2) The proposed methodology to conduct the evidence reviews must be provided with adequate justification in the application.

3) The data synthesis that will serve as the evidence to guide the strategies may be pulled from literature that does not necessarily represent under-resourced settings, but it must have the capacity to be applied, appropriately, to these settings.

Phase II takes place in the second and third years of the project and focuses on the use of knowledge gained from phase one to engage diverse stakeholders to develop effective strategies to reduce racial/ethnic disparities through shared decision making in under-resourced settings, and developing an implementation and evaluation plan of the proposed strategies. Stakeholder engagement and an impact evaluation should be addressed in the application:

Stakeholder Engagement

1) Phase two requires the involvement and feedback from diverse stakeholders (e.g., organizations, community groups, health care delivery systems, clinicians, and/or patients) that represent ethnic/racial minorities, priority areas identified from phase one, and under-resourced settings. The clinicians identified must also represent diverse credentials (e.g., nurses, physicians, social workers, pharmacists).

2) The application should detail the methodology for stakeholder outreach and engagement, including justification.

3) Stakeholders should provide feedback on topics such as: (a) effectiveness of traditional, social media and Health Information Technology (HIT) methods for translation, dissemination, and implementation of PCOR findings and products targeting racial and ethnic minority populations in under-resourced settings; (b) the value of information, how the key stakeholders (health care delivery systems, clinicians, and/or patients) use information in decision making, and effective ways to measure the impact on these target audiences; and (c) setting priorities to assist users of HIT and implementers of traditional methods of dissemination to better promote incorporation of PCOR findings that can be used to reduce

healthcare disparities of racial/ethnic minorities in under-resourced settings.

4) Applicant should seek out consultation from experts related to key topics such as patient centered communication, knowledge transfer, health literacy, shared decision making, cultural and linguistic competency, cognitive theory, health disparities, under-resourced settings, and health information technology and social media.

5) The strategies identified can be innovative and extend beyond patient education as a primary strategy. Although education may be one strategy, strategies identified should address health care delivery systems, clinicians, and/or patients.

6) The process for engaging stakeholders, the strategies for reducing disparities in under-resourced settings through shared decision making, and the implementation and evaluation plan identified should be able to be replicable in diverse settings with diverse populations.

Impact Evaluation

1) Evaluation of the proposed strategies will involve quantitative and qualitative assessment of stakeholder engagement, as well as the effectiveness of translating, disseminating and implementing PCOR findings into the health care delivery systems serving racial/ethnic minority populations through shared decision making between clinicians and patients in under-resourced settings.

2) The evaluation plan must identify how other stakeholders in diverse settings that serve diverse populations would evaluate the implementation of the strategies identified in the handbook.

Research Strategy: Additional Requirements

The Research Strategy section should also address the following:

1) Explain how the proposed plan will engage key stakeholders (e.g., patients, communities, clinicians), employ novel and viable partnerships, approaches, or techniques to reduce racial/ethnic healthcare disparities; a timeline outlining anticipated completion of key objectives is encouraged.

2) Describe the composition, roles, responsibilities, and contribution of partners and stakeholders.

3) Describe the expertise of key personnel in relation to each phase of the proposed work that demonstrates an ability to successfully complete the project.

4) Describe previous experience establishing partnerships with relevant stakeholders

representing racial/ethnic minority populations and under-resourced settings.

5) Describe the dissemination plan, which may include a tool, and how the dissemination of information will be made available to the public.

Budget Component: Special Instructions for AHRQ applications

AHRQ is **not** using the Modular Grant Application and Award Process. Applicants for funding from AHRQ should ignore application instructions concerning the Modular Grant Application and Award Process, and prepare applications using instructions for the Research and Related Budget Components of the SF 424 (R&R). Applications submitted in the Modular format will not be reviewed.

Appendix

Do not use the Appendix to circumvent page limits. Follow all instructions for the Appendix as described in the SF424 (R&R) Application Guide with the following modification:

An appendix should be used to include a timeline describing the work that will be completed in Phase I and Phase II of the project. This material should supplement the discussion in the body of the research strategy. This appendix may not be greater than 2 pages in length.

3. Submission Dates and Times

Part I. Overview Information contains information about Key Dates. Applicants are encouraged to submit applications before the deadline to ensure they have time to make any application corrections that might be necessary for successful submission.

Organizations must submit applications via Grants.gov, the online portal to find and apply for grants across all Federal agencies. Applicants must then complete the submission process by tracking the status of the application in the eRA Commons, NIH's electronic system for grants administration.

Applicants are responsible for viewing their application before the deadline in the eRA Commons to ensure accurate and successful submission.

Information on the submission process and a definition of on-time submission are provided in the SF424 (R&R) Application Guide.

4. Intergovernmental Review (E.O. 12372)

This initiative is not subject to intergovernmental review.

5. Funding Restrictions

For efficient grant administration, AHRQ grant administration procedures will be used and conducted in accordance with the terms and conditions, cost principles, and other considerations described in the HHS Grants Policy Statement. The Grants Policy Statement can be found at http://www.ahrq.gov/funding/grants/policies/hhspolicy.html.

Pre-award costs are allowable. A grantee may, at its own risk and without AHRQ prior approval, incur obligations and expenditures to cover costs up to 90 days before the beginning date of the initial budget period of a new award if such costs are necessary to conduct the project and would be allowable under the grant, if awarded, without AHRQ prior approval. If specific expenditures would otherwise require prior approval, the grantee must obtain AHRQ approval before incurring the cost. AHRQ prior approval is required for any costs to be incurred more than 90 days before the beginning date of the initial budget period of a new award.

The incurrence of pre-award costs in anticipation of a competing or non-competing award imposes no obligation on AHRQ either to make the award or to increase the amount of the approved budget if an award is made for less than the amount anticipated and is inadequate to cover the pre-award costs incurred. AHRQ expects the grantee to be fully aware that pre-award costs result in borrowing against future support and that such borrowing must not impair the grantee's ability to accomplish the project objectives in the approved time frame or in any way adversely affect the conduct of the project.

6. Other Submission Requirements and Information

Applications must be submitted electronically following the instructions described in the SF424 (R&R) Application Guide. Paper applications will not be accepted.

Applicants must complete all required registrations before the application due date. Section III. Eligibility Information contains information about registration.

For assistance with your electronic application or for more information on the electronic submission process, visit Applying Electronically.

Important reminders:
The PD/PI must include his/her eRA Commons ID in the Credential field of the Senior/Key Person Profile Component of the SF424(R&R) Application Package**.** Failure to register in the Commons and to include a valid PD/PI Commons ID in the credential field will prevent the successful submission of an electronic application to AHRQ.

The applicant organization must ensure that the DUNS number it provides on the application is the same number used in the organization's profile in the eRA Commons and for the System for Award Management (SAM). Additional information may be found in the SF424 (R&R) Application Guide.

See more tips for avoiding common errors.

Upon receipt, applications will be evaluated for completeness by the Center for Scientific Review, NIH, and for responsiveness by AHRQ. Applications that are incomplete and/or nonresponsive will not be reviewed.

In order to expedite the review, applicants are requested to notify the AHRQ Referral Office by email Gerald.Calderone@ahrq.hhs.gov when the application has been submitted. Please include the FOA number and title, PD/PI name, and title of the application.

Institutional Review Board (IRB) approval of human subjects is not required prior to peer review of an application (see http://grants.nih.gov/grants/guide/notice-files/NOT-HS-00-003.html). However, initiation of IRB review, if necessary or applicable, is strongly encouraged to assure timely commencement of research.

Although there is no immediate acknowledgement of the receipt of an application, applicants are generally notified of the review and funding assignment within eight (8) weeks.

Priority Populations

AHRQ supports research, evaluations, and demonstration projects concerning the delivery of health care in inner-city and rural areas (including frontier areas), and health care for priority populations. Priority populations include low income groups; minority groups; women; children; the elderly; and individuals with special health care needs, including individuals with disabilities and individuals who need chronic care or end-of-life health care. 42 USC 299(c). Women and members of minority groups are included in all AHRQ-supported research projects involving human subjects, unless a clear and compelling rationale and justification is provided that inclusion is inappropriate, e.g. because of the lack of connection between the study and the health of women or particular minorities. Investigators should review the document entitled, "AHRQ Policy on the Inclusion of Priority Populations," which is available at http://grants.nih.gov/grants/guide/notice-files/NOT-HS-03-010.html. Applicants under this FOA should consider and discuss including priority populations in the research design as specified in this Notice.

Plan for Sharing Research Data

The precise content of the data-sharing plan will vary, depending on the data being collected and how the investigator is planning to share the data. Applicants who are planning to share data should describe briefly the expected schedule for data sharing; the format of the final dataset; the documentation to be provided; whether or not any analytic tools also will be provided; whether or not a data-sharing agreement will be required and, if so, a brief description of such an agreement (including the criteria for deciding who can receive the data and whether or not any conditions will be placed on their use); and the mode of data sharing (e.g., under its own auspices by mailing a disk or posting data on its institutional or personal website or through a data archive or enclave). Investigators choosing to share under their own auspices may wish to enter into a data-sharing agreement. References to data sharing may also be appropriate in other sections of the application.

The reasonableness of the data sharing plan or the rationale for not sharing research data will be assessed by the reviewers. However, reviewers will not factor the proposed data sharing plan into the determination of scientific merit or the priority score.

Data Confidentiality

The AHRQ confidentiality statute, 42 USC 299c-3(c), requires that information that is obtained in the course of AHRQ supported activities and that identifies individuals or establishments be used only for the purpose for which it was supplied. Information that is obtained in the course of AHRQ-supported activities and that identifies an individual may be published or released only with the consent of the individual who supplied the information or is described in it. There are civil monetary penalties for violation of the confidentiality provision of the AHRQ statute. 42 USC 299c-3(d). In the Human Subjects section of the application, applicants must describe procedures for ensuring the confidentiality of the identifying information to be collected. The description of the procedures should include a discussion of who will be permitted access to this information, both raw data and machine readable files, and how personal identifiers and other identifying or identifiable data will be restricted and safeguarded. Identifiable patient health information collected by grantees under this FOA will also be obtained and managed in accordance with the HIPAA Privacy Rule, 45 CFR Parts 160 and 164.

The grantee should ensure that computer systems containing confidential data have a level and scope of security that equals or exceeds that established by the HIPAA Security Rules if applicable (see HIPAA website in prior paragraph) and

that established by the Office of Management and Budget (OMB) in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems. The applicability and intended means of applying these confidentiality and security standards to subcontractors and vendors, if any, should be addressed in the application.

Sharing Research Resources: Rights in Data

Unless otherwise provided in grant awards, AHRQ grantees may copyright, or seek patents for, as appropriate, final and interim products and materials developed in whole or in part with AHRQ support, including, but not limited to, methodological tools, measures, software with documentation, literature searches, and analyses. Such copyrights and patents are subject to a royalty-free, non-exclusive, and irrevocable AHRQ license to reproduce, publish, use or disseminate for any purpose consistent with AHRQ's statutory responsibilities and to authorize others to do so for any purpose consistent with AHRQ's statutory responsibilities. In accordance with its legislative dissemination mandate, AHRQ purposes may include, subject to statutory confidentiality protections, making project materials, databases, results, and algorithms available for verification or replication by other researchers. In addition, subject to AHRQ budget constraints, final products may be made available to the health care community and the public by AHRQ or its agents if such distribution would significantly increase access to a product and thereby produce substantial or valuable public health benefits. Ordinarily, to accomplish distribution, AHRQ publicizes research findings but relies on grantees to publish research results in peer-reviewed journals and to market grant-supported products. AHRQ's Office of Communications and Knowledge Transfer (OCKT) wishes to be consulted in advance of publication in order to coordinate announcements of new AHRQ-supported research results with other AHRQ dissemination activities. Important legal rights and requirements applicable to AHRQ grantees are set out or referenced in AHRQ's grants regulation at 42 CFR Part 67, Subpart A (available in libraries and from the GPO's website at http://www.gpoaccess.gov/cfr/index.html) which incorporates additional applicable provisions on Rights in Data, including 45 CFR Part 74 and 37 CFR Part 401.

NOTE: Grantees must agree to the "Cooperative Agreement Terms and Conditions of Award" in Section VI.2.A "Award Administration Information".

Post Submission Materials

Applicants are required to follow the instructions for post-submission materials, as described in NOT-OD-10-115.

Section V. Application Review Information

1. Criteria

The mission of AHRQ is to improve the quality, safety, efficiency, and effectiveness of health care for all Americans. As part of this mission, applications submitted to AHRQ to support health services research are evaluated for scientific and technical merit through the AHRQ peer review system.

Applications that are complete and responsive to the FOA will be evaluated for scientific and technical merit by an appropriate peer review group convened in accordance with standard AHRQ peer review procedures that are described in 42 CFR Part 67, Subpart A. Incomplete and/or non-responsive applications or applications not following instructions given in this FOA will not be reviewed.

As part of the initial merit review, all applications will:

- Undergo a selection process in which only those applications deemed to have the highest scientific merit will be discussed and assigned a priority score
- Receive a written critique

Administrative Criteria: Upon receipt, applications will be evaluated for completeness by the Center for Scientific Review, NIH, and for responsiveness by AHRQ.

Merit Review Criteria: Merit Review Criteria, as described below, will be considered in the review process.

Overall Impact

Reviewers will provide an overall impact score to reflect their assessment of the likelihood for the project to exert a

sustained, powerful influence on the research field(s) involved, in consideration of the following review criteria and additional review criteria (as applicable for the project proposed).

Scored Review Criteria

Reviewers will consider each of the review criteria below in the determination of scientific merit, and give a separate score for each. An application does not need to be strong in all categories to be judged likely to have major scientific impact. For example, a project that by its nature is not innovative may be essential to advance a field.

Significance

If the proposed aims of the application are achieved, how will scientific knowledge or clinical practice regarding the reduction of disparities in racial and/or ethnic minorities in under-resourced settings be advanced? What will be the effect of this project on PCOR specific to disparities in racial and/or ethnic minorities in under-resourced settings that will drive the dissemination and implementation of knowledge?

Investigator(s)

Are the PD/PI, collaborators, and other researchers appropriately trained, experienced and well suited to carry out the work specific to PCOR, healthcare disparities in racial and ethnic minorities, and under-resourced settings? Is the work proposed appropriate to the experience level of the PD/PI and other researchers? Do the PD/PI and investigative team bring complementary and integrated expertise to the project? Is the leadership approach, governance and organizational structure appropriate for the project? Does the PD/PI demonstrate a realistic strategy to manage the project and the research team, which takes into consideration key personnel's organizational affiliation?

Innovation

Is the project original and innovative? For example: Does the project challenge current research or seek to shift clinical practice paradigms specific to PCOR, healthcare disparities in racial and/or ethnic disparities, shared decision making, and under-resourced settings while addressing an innovative hypothesis or critical barrier to progress in the field? Does the project develop or employ novel concepts, approaches or methodologies, tools, or technologies for this area?

Approach

Are the PCOR conceptual framework, design, methods, and analyses adequately developed, well-integrated, well-reasoned, and appropriate to the aims and specific research requirements of the project? Does the applicant outline in 12 month increments the work planned and the key personnel assigned to each phase that will contribute to the success of the project? Does the applicant acknowledge potential problem areas in addressing healthcare disparity reduction in ethnic and/or racial minorities in under-resourced settings and consider alternative strategies? Are plans described for the successful and effective implementation and dissemination of strategies along with an evaluation plan that can be used in diverse settings with diverse populations presented? If the project is in the early stages of development, will the strategy establish feasibility and will particularly risky aspects be managed?

Environment

Do(es) the scientific environment(s) in which the work will be done contribute to the probability of success? Does the proposed project focused on PCOR and healthcare disparity reduction in racial and/ethnic minorities in under-resourced settings benefit from unique features of the scientific environment(s), or subject populations, or employ useful collaborative arrangements? Is there evidence of institutional support? Does the budget appear to be reasonable to the potential contribution of the research?

Additional Review Criteria

As applicable for the project proposed, reviewers will evaluate the following additional items while determining scientific and technical merit, and in providing an overall impact score, but will not give separate scores for these items.

Protections for Human Subjects

For research that involves human subjects but does not involve one of the six categories of research that are exempt

under 45 CFR Part 46, the committee will evaluate the justification for involvement of human subjects and the proposed protections from research risk relating to their participation according to the following five review criteria: 1) risk to subjects, 2) adequacy of protection against risks, 3) potential benefits to the subjects and others, 4) importance of the knowledge to be gained, and 5) data and safety monitoring for clinical trials.

For research that involves human subjects and meets the criteria for one or more of the six categories of research that are exempt under 45 CFR Part 46, the committee will evaluate: 1) the justification for the exemption, 2) human subjects involvement and characteristics, and 3) sources of materials. For additional information on review of the Human Subjects section, please refer to the Human Subjects Protection and Inclusion Guidelines.

Degree of Responsiveness

Reviewers will assess how well the application addresses the purpose and objectives of this FOA. How responsive is the application to the special eligibility criteria, including the project requirements, noted in the FOA? [NOTE: Information may be added here]

Inclusion of Priority Populations

Adequacy of plans to address the needs of both genders, racial and ethnic minorities (and subgroups). Adequacy of attention to AHRQ priority populations (see above discussion on Priority Populations in section IV.6 “Other Submission Requirements”).

Budget and Period of Support

The committee will evaluate whether the proposed budget is reasonable and whether the requested period of support is appropriate in relation to the proposed research. [

Privacy and Security Protections for Patients

Reviewers will assess the resources and processes to be used to address privacy and security issues in the development and implementation of the intervention.

Resubmissions

Not Applicable

Renewals

Not Applicable

Additional Review Considerations

Not Applicable

2. Review and Selection Process

Applications will be evaluated for scientific and technical merit by (an) appropriate Scientific Review Group in accordance with AHRQ review policy and procedures, using the stated review criteria. Assignment to a Scientific Review Group will be shown in the eRA Commons.

As part of the scientific peer review, all applications:

- May undergo a selection process in which only those applications deemed to have the highest scientific and technical merit (generally the top half of applications under review) will be discussed and assigned an overall impact score.
- Will receive a written critique.

Applications will compete for available funds with all other recommended applications submitted in response to this FOA. The following will be considered in making funding decisions:

- Scientific and technical merit of the proposed project as determined by peer review.
- Availability of funds.
- Responsiveness to goals and objectives of the FOA.
- Relevance and fit within AHRQ portfolio priorities, as well as overall programmatic balance.

3. Anticipated Announcement and Award Dates

After the peer review of the application is completed, the PD/PI will be able to access his or her Summary Statement (written critique) via the eRA Commons.

Generally, applicants should anticipate eight months between the application submission date and the earliest possible start date.

Section VI. Award Administration Information

1. Award Notices

If the application is under consideration for funding, AHRQ will request "Just-In-Time" information from the applicant. Just-In-Time information generally consists of information on other support, any additional information necessary to address administrative and budgetary issues, and certification of IRB approval of the project's proposed use of human subjects. For details regarding IRB approval, applicants may refer to the "AHRQ Revised Policy for Institutional Review Board (IRB) Review of Human Subjects Protocols in Grant Applications" (http://grants.nih.gov/grants/guide/notice-files/not-hs-00-003.html).

Once all administrative and programmatic issues have been resolved, a formal notification in the form of a Notice of Award (NoA) will be provided to the applicant organization for successful applications. The NoA signed by the AHRQ grants management officer is the authorizing document and will be sent via email to the grantee's business official.

Awardees must comply with any funding restrictions described in Section IV.5. Funding Restrictions.

Selection of an application for award is not an authorization to begin performance. Any costs incurred before receipt of the NOA are at the recipient's risk. These costs may be reimbursed only to the extent considered allowable pre-award costs. See also Section IV.5., "Funding Restrictions."

Any application awarded in response to this FOA will be subject to the DUNS, SAM Registration, and Transparency Act requirements as noted on the AHRQ web site at http://www.ahrq.gov/fund/postawrd.htm#terms.

2. Administrative and National Policy Requirements

All AHRQ grant and cooperative agreement awards are subject to AHRQ's grants regulations at 42 CFR Part 67, Subpart A, the HHS Grants Policy Statement (see http://www.ahrq.gov/funding/grants/policies/hhspolicy.html), and the terms and conditions set forth in the Notice of Award.

As necessary, additional Terms and Conditions will be incorporated into the NoA.

Activities conducted under this award that involve the collection of information e.g., conducting surveys or requesting responses to uniform questions from nine or more persons, establishments or other entities, are currently required by HHS to be cleared by OMB under the Paperwork Reduction Act (PRA) (44 USC 3501-3521). Submissions for clearance under PRA are through AHRQ and HHS. Therefore, affected grantees should include the time in their proposed timelines to develop materials and receive necessary clearances. It typically takes at least six months from date of initial submission to AHRQ to receive clearances ,and sometimes much longer if submissions are incomplete or the justification for the proposed data collection plans are questioned during the clearance process. Information collection that requires PRA clearance may not begin until grantees receive written notification via e-mail from AHRQ that clearance has been obtained. Detailed information on the PRA can be found at http://www.hhs.gov/ocio/policy/collection/.

Cooperative Agreement Terms and Conditions of Award

Cooperative Agreement Terms and Conditions of Award

The following special terms of award are in addition to otherwise applicable OMB administrative guidelines: DHHS grant administration regulations at 45 CFR Parts 74 or 92 (Part 92 is applicable for State and local Governments), and other DHHS, PHS, and AHRQ grant administration policy statements.

The administrative and funding instrument used for this program is the cooperative agreement A cooperative agreements is an "assistance" mechanism (rather than an "acquisition" mechanism), in which substantial AHRQ programmatic involvement with the grantee is anticipated during the performance of the activities. Under the cooperative agreement, the AHRQ purpose is to support and stimulate the recipients' activities by involvement in and otherwise working jointly with the award recipients in a partnership role; it is not to assume direction, prime responsibility, or a dominant role in the activities. Consistent with this concept, the dominant role and prime responsibility resides with the PD/PI for the project as a whole, although specific tasks and activities may be shared between a grantee and AHRQ as described in this subsection of the FOA. Cooperative activities are intended to strengthen the individual grantee activities through the facilitation of data sharing, data access and communications.

All cooperative activities that include significant government involvement will require prior approval by the AHRQ Program Official.

Program Director/Principal Investigator (PD/PI) Rights and Responsibilities
The PD/PI will have the primary responsibility for providing leadership for the project as a whole including all elements as described in phase I and II in the research plan component. The PD/PI will also be responsible for communication with AHRQ program staff on scientific and operational matters.

AHRQ Responsibilities
AHRQ program staff will have substantial programmatic involvement that that is above and beyond the normal stewardship role in awards. This includes the following items:

- Ensuring that patients, families, and community input is integrated throughout the process.
- Ensuring diversity in the selection of stakeholders that are involved in the project.
- Conducting regular conference calls with project staff to review workflow, products, and timelines.
- Being actively engaged and having a key role in assisting with the identification of priorities.
- Participating in team meetings and/or stakeholder calls as negotiated with PD/PI.
- Evaluating the successful completion of each phase.
- Reviewing all documents specified herein.
- Providing conceptual, consultative, and technical assistance throughout the process.
- Ensuring that the timeline is reasonable, measurable, and achieved.

Additionally, AHRQ program staff will be responsible for the normal scientific and programmatic stewardship of the award and will be named in the award notice.

Collaborative Responsibilities

When appropriate and feasible, AHRQ expects awardees to work with each other to identify collaborative opportunities that can contribute to the overall success of their projects. These collaborative relationships may be facilitated by AHRQ program officials or contractors; instigated by the awardees through self-identified opportunities, or developed via other mechanisms during the life of the project. It is expected that the projects will be conducted in a dynamic environment with AHRQ reviewing the results on an ongoing basis.

3. Reporting

When multiple years are involved, grantees will be required to submit the Non-Competing Grant Progress Report (PHS 2590) annually.

The annual progress reports must include Sections 2.2.6 A through F as described in the general PHS form 2590 instructions. For details regarding progress report submission, refer to http://www.ahrq.gov/fund/noncomp.htm. If instructions on the AHRQ website are different from the PHS form 2590 instructions, follow the instructions on the AHRQ website.

The Progress Report is to include descriptive and evaluative comments on both completed activities and plans for the remainder of that year and for the upcoming year, including any changes foreseen in the future. At a minimum, the reports

will include descriptive comments on: progress to date measured against project aims; methodological changes implemented; key preliminary findings; significant problems and resolutions; inclusion of priority populations; and project related publications, presentations, and dissemination activities. AHRQ does not currently limit the length of the progress report to 2 pages. AHRQ will provide the due date for submitting annual progress reports. In addition to the annual progress report, recipients may be required to submit quarterly progress reports to AHRQ. Detailed instructions on reporting requirements will be provided with the grant award.

Expenditure data is to be reported on the Federal Financial Report (FFR; SF 425). AHRQ requires annual financial expenditure reports for ALL grant programs as described in the HHS Grants Policy Statement (see http://www.ahrq.gov/funding/grants/policies/hhspolicy.html). AHRQ implementation of the FFR retains a financial reporting period that coincides with the budget period of a particular project. However, the due date for annual FFRs will be 90 days after the end of the calendar quarter in which the budget period ends. Note that this is a change in due dates of annual FFRs and may provide up to 60 additional days to report, depending upon when the budget period end date falls within a calendar quarter. For example, if the budget period ends 4/30/2013, the annual FFR is due 9/30/2013 (90 days after the end of the calendar quarter of 6/30/2013).

A final Progress Report, final Federal Financial Report, and Final Invention Statement are required when an award ends. All final reports are due within 90 days of the project period end date. For further details regarding grant closeout requirements, refer to http://www.ahrq.gov/fund/closeout.htm.

Section VII. Agency Contacts

We encourage inquiries concerning this funding opportunity and welcome the opportunity to answer questions from potential applicants.

Application Submission Contacts

Grants.gov Customer Support (Questions regarding Grants.gov registration and submission, downloading or navigating forms)
Contact Center Phone: 800-518-4726
Email: support@grants.gov

GrantsInfo (Questions regarding application instructions and process, finding NIH grant resources)
Telephone 301-435-0714
TTY 301-451-5936
Email: GrantsInfo@nih.gov

eRA Commons Help Desk (Questions regarding eRA Commons registration, tracking application status, post submission issues)
Phone: 301-402-7469 or 866-504-9552 (Toll Free)
TTY: 301-451-5939
Email: commons@od.nih.gov

Scientific/Research Contact(s)

Direct your questions about general FOA issues, including information on the inclusion of priority populations to:

Jennifer E. Moore, Ph.D., R.N.
Agency for Healthcare Research and Quality
Office of Extramural Research, Education, and Priority Populations
Telephone: (301) 427-1394
Fax: (301) 427-1562
E-mail address: Jennifer.Moore@ahrq.hhs.gov

Peer Review Contact(s)

Direct your questions about peer review issues of grant application made in response to this FOA:

Ying Tian, M.D., Ph.D.

Agency for Healthcare Research and Quality (AHRQ)
Office of Extramural Research, Education, and Priority Populations
Division of Scientific Review
Telephone: (301) 427-1530
Fax: (301) 427-1562
E-mail address: Ying.Tian@ahrq.hhs.gov

Financial/Grants Management Contact(s)

Direct your questions regarding fiscal matters to:

Nicole Williams
Office of Performance Accountability, Resources and Technology
Grants Management
Agency for Healthcare Research and Quality
Telephone: (301) 427-1015
Fax: (301) 427-1462
E-mail address: Nicole.Williams@ahrq.hhs.gov

Section VIII. Other Information

Recently issued AHRQ policy notices may affect your application submission. A full list of policy notices published by AHRQ is provided in the *NIH Guide for Grants and Contracts*. Notices can also be found at AHRQ Grants Policy Notices.. All awards are subject to the terms and conditions, cost principles, and other considerations described in the HHS Grants Policy Statement.

Authority and Regulations

This program is described in the Catalog of Federal Domestic Assistance at http://www.cfda.gov/ and is not subject to the intergovernmental review requirements of Executive Order 12372 or Health Systems Agency review. Awards are made under the authority of 42 USC 299 et seq. and, 42 CFR Part 67 and in accordance with 45 CFR Parts 74 or 92 and other referenced applicable statutes and regulations. All awards are subject to the terms and conditions, cost principles, and other considerations described in the HHS Grants Policy Statement. The HHS Grants Policy Statement can be found at http://www.ahrq.gov/funding/grants/policies/hhspolicy.html.

Weekly TOC for this Announcement
NIH Funding Opportunities and Notices

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9 6 2 158 348

National Institutes of Health
Office of Extramural Research

Department of Health and Human Services (HHS)

USA.gov Government Made Easy

NIH... Turning Discovery Into Health®

Note: For help accessing PDF, RTF, MS Word, Excel, PowerPoint, Audio or Video files, see Help Downloading Files.

AI-38981 **Health & Human Services Dept. 10. C.**

CC REGULAR

Meeting Date: 06/11/2013

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Requesting approval to accept the Border Binational Health Week award in the amount of $2,100.00.
2. Approval of the Certification of Revenue as certified by the County Auditor.
3. Approval of the Budget Appropriation in the amount of $2,100.00.

BACKGROUND

04/02/13 - AI-37831 - Request to apply

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1293-441-00-340-054-3-XXX

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

BUDGETARY IMPACT:

No local matching funds required.

Attachments

Award Document

Template

Appropriation

COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/30/2013 09:30 AM
Obdett Calzada	Obdett Calzada	06/07/2013 03:48 PM
Purchasing Department	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Mike Escaname Started On: 05/29/2013 01:04 PM

Final Approval Date: 06/07/2013

Dept of State Health Services

Purchase Order

Dispatch via Print

Payment Terms	Freight Terms	Ship Via
Net 30	N/A, Service, Pick up,	N/A, DO NO

If advertised by informal bid,Invitation for Offer,or Request for Proposal; all specifications, terms, and conditions set forth in the advertisement and vendor's conforming responses become a part of this numbered purchase order. Contractor guarantees goods or services delivered meet or exceed numbered purchase order requirements.

All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number.

Purchase Order 53700-3-0000394231

Date	Revision	Page
05/13/2013		1

Ship To: Human Svcs: Warehouse (HSW)
Department of State Health Services
1111 W North Loop
Austin TX 78756
United States

Bill To: Invoice-DSHS Fiscal Claims
Department of State Health Services
Claims Unit Mail Code 1940
PO Box 149347
Austin TX 78714
United States
Phone: 512-776-3210
Fax: 512-458-7442
Email: invoices@dshs.state.tx.us

Vendor: 1746000717
HIDALGO COUNTY
TOBACCO SETTLEMENT FUND
2810 S BUSINESS 281
EDINBURG TX 78539-6243

Purchaser: Powell,Teri E (ECPS) 512/206-4579

Line-Sch	Inventory Item ID - Line Description	Class-Item	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	Event planning for HIDA REY BHC for Border Binational Health Week 2013 Year Round Activities	962-34	1.00 EA	2,100.00000	2,100.00	05/13/2013

Inter-local Cooperation Contracts ¿ TGC 791

Term 5/13/13 to 8/31/13
Services are to be performed in accordance to agency scope of work which has been provided to vendor

Vendor: Eduardo Olivarez
956-318-2426 FAX 956-318-2431

Agency Contact: Kathie Martinez
512/776-3736 FAX: 512/776-7262
kathie.martinez@dshs.state.tx.us

Purchaser: Teri Powell
512-206-4579 FAX 512-206-5552
teri.powell@hhsc.state.tx.us

Schedule Total 2,100.00

Item Total for Line 1 2,100.00

Total PO Amount 2,100.00

No substitutions or cancellations are permitted without prior approval by Dept of State Health Services. If contractor fails to deliver by promised delivery date (or reasonable time thereafter) or fails to meet requirements, Dept of State Health Services reserves the right to purchase elsewhere and charge an increased cost and handling to contractor.

Overshipments will not be accepted unless authorized by Buyer prior to shipment. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used by the Dept of State Health Services and Contractor to attempt to resolve all disputes arising under the contract.

Unauthorized

BORDER BINATIONAL HEALTH WEEK (BBHW) YEAR ROUND FUNDING WORK PLAN

FOR __HIDA-REY Binational Health Council_____

Activity	Performance Measure	Target Population	Location	Activity Date	Funding Amount Needed
HIDA-REY Binational Health Council Meetings Travel Stipends	Agenda Minutes Sign-In Sheets	Council Members from Mexico	TBD	*May* *June* *August* *October* *(Specific Dates TBD)*	$610.00
Border Binational Health Week 3rd Annual HIDA-REY Public Health Conference	Agenda Sign-In Sheets Conference Evaluation Surveys	Public Health Students and Professionals	TBD	1st Week of October (Specific Date TBD)	$600.00
Border Binational Health Week HIDA-REY Healthy Kids/Ninos Saludable HIDA-REY	Pictures Sign-in sheets	School Children in Hidalgo County and Reynosa	TBD	1st Week of October (All Week)	$290.00
HIDA-REY Healthy Community/Comunidad Saludable	Community Surveys Sign-In Sheets Pictures	Hidalgo County and Reynosa Community	TBD	November (Specific Date TBD)	$600.00
Administrative fee for fiscal agent					N/A
				Total Request	$2100.00

DATE: May 29, 2013

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 3-1293-441-00-340-054-3-XXX BBHW

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

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Travel		
3-1293-441-00-340-054-3-585	BBHW - Non-employee Travel	$ 1,000.00
Supplies		
3-1293-441-00-340-054-3-601	BBHW - Office & Computer Supplies	$ 1,100.00
	TOTAL APPROPRIATION	$ 2,100.00
3-1293-331-12-340-054-3-000	BBHW - Grant Revenue	$ 2,100.00
	TOTAL APPROPRIATION	$ 2,100.00

REASON: To appropriate the BBHW FY 13 program funding.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S C(DATE ATTEST CO. CLERK

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

June 7, 2013

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

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

AMOUNT	PURPOSE
$2,100.00	Award No. 53700-3-0000394231 Border Binational Health Week (BBHW)

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

6-10-13
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.

Debbie Tamez

From: Mike Escaname [miguel.escaname@hchd.org]
Sent: Wednesday, May 29, 2013 1:27 PM
To: Debbie Tamez - Grant Accountant
Subject: Request - Certification of Revenue - Border Binational Health Week Funding - $2,100.00
Attachments: BBHW Award.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Hello Debbie:

I've uploaded AI-38981 for 06/11/13 to request approval to accept the Border Binational Health Week funding in the amount of $2,100.00.

I've attached the award document that was sent to us by the grant manager. (Although it states Purchase Order on it, this is the actual document they provide; however, it is missing the signature.

I've inquired with DSHS as to the PO with signature and they have stated it was sent to the address listed on it, which is the County Treasurer's address.

I've inquired with Fred Zamarripa at the Treasurer's Office and they have not received it yet.

I've requested another copy with signature from Kathy Martinez, DSHS grant contract manager, but I have not received a response from her yet.

Nonetheless, I've providing this information to you so that you can initiate obtaining a Certification of Revenue for $2,100.00.

We have received this type of funding before. You can reference AI-29108 dated 10/18/11 to review previous award information.

Let me know if you have any questions.

Thanks,

AI-38981 Health & Human Services Dept. 20. 0.

CC REGULAR
Meeting Date: 06/11/2013
Submitted For: Eddie Olivarez **Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.

Information
CAPTION

1. Requesting approval to accept the Border Binational Health Week award in the amount of $2,100.00.
2. Approval of the Certification of Revenue as certified by the County Auditor.
3. Approval of the Budget Appropriation in the amount of $2,100.00.

BACKGROUND
04/02/13 - AI-37831 - Request to apply

Fiscal Impact

FISCAL YEAR:	2013	ACCT. #:	3-1293-441-00-340-054-3-XXX
FUNDS AVAILABLE Y/N?:	Y	MATCHING FUNDS Y/N?:	N

BUDGETARY IMPACT:

No local matching funds required.

Attachments
Award Document
Template
Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management		
Auditor's Office		
Purchasing Department		

Form Started By: Mike Escaname Started On: 05/29/2013 01:04 PM

Mike Escaname
Budget Manager
Hidalgo County Health & Human Services Dept.
1304 S. 25th St
Edinburg, Texas 78539
956-383-6221

AI-38981 **Health & Human Services Dept. 20. C.**

CC REGULAR

Meeting Date: 06/11/2013

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Requesting approval to accept the Border Binational Health Week award in the amount of $2,100.00.
2. Approval of the Certification of Revenue as certified by the County Auditor.
3. Approval of the Budget Appropriation in the amount of $2,100.00.

BACKGROUND

04/02/13 - AI-37831 - Request to apply

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1293-441-00-340-054-3-XXX

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

BUDGETARY IMPACT:

No local matching funds required.

Attachments

Award Document
Template
Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/30/2013 09:30 AM
Budget & Management	Obdett Calzada	05/30/2013 09:30 AM
Obdett Calzada		
Auditor's Office		
Purchasing Department		

Form Started By: Mike Escaname Started On: 05/29/2013 01:04 PM

Dept of State Health Services

Purchase Order

Dispatch via Print

Payment Terms	Freight Terms	Ship Via
Net 30	N/A, Service, Pick up,	N/A, DO NO

If advertised by informal bid,Invitation for Offer,or Request for Proposal; all specifications, terms, and conditions set forth in the advertisement and vendor's conforming responses become a part of this numbered purchase order. Contractor guarantees goods or services delivered meet or exceed numbered purchase order requirements.

All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number.

Purchase Order	Date	Revision	Page
53700-3-0000394231	05/13/2013		1

Vendor: 1746000717
HIDALGO COUNTY
TOBACCO SETTLEMENT FUND
2810 S BUSINESS 281
EDINBURG TX 78539-6243

Ship To: Human Svcs: Warehouse (HSW)
Department of State Health Services
1111 W North Loop
Austin TX 78756
United States

Bill To: Invoice-DSHS Fiscal Claims
Department of State Health Services
Claims Unit Mail Code 1940
PO Box 149347
Austin TX 78714
United States
Phone: 512-776-3210
Fax: 512-458-7442
Email: invoices@dshs.state.tx.us

Purchaser: Powell,Teri E (ECPS) 512/206-4579

Line-Sch	Inventory Item ID - Line Description	Class-Item	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	Event planning for HIDA REY BHC for Border Binational Health Week 2013 Year Round Activities	962-34	1.00 EA	2,100.00000	2,100.00	05/13/2013

Inter-local Cooperation Contracts ¿ TGC 791

Term 5/13/13 to 8/31/13
Services are to be performed in accordance to agency scope of work which has been provided to vendor

Vendor: Eduardo Olivarez
956-318-2426 FAX 956-318-2431

Agency Contact: Kathie Martinez
512/776-3736 FAX: 512/776-7262
kathie.martinez@dshs.state.tx.us

Purchaser: Teri Powell
512-206-4579 FAX 512-206-5552
teri.powell@hhsc.state.tx.us

Schedule Total		2,100.00
Item Total for Line	1	2,100.00
Total PO Amount		2,100.00

No substitutions or cancellations are permitted without prior approval by Dept of State Health Services. If contractor fails to deliver by promised delivery date (or reasonable time thereafter) or fails to meet requirements, Dept of State Health Services reserves the right to purchase elsewhere and charge an increased cost and handling to contractor.

Overshipments will not be accepted unless authorized by Buyer prior to shipment. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used by the Dept of State Health Services and Contractor to attempt to resolve all disputes arising under the contract.

Unauthorized

BORDER BINATIONAL HEALTH WEEK (BBHW) YEAR ROUND FUNDING WORK PLAN

FOR HIDA-REY Binational Health Council

Activity	Performance Measure	Target Population	Location	Activity Date	Funding Amount Needed
HIDA-REY Binational Health Council Meetings Travel Stipends	Agenda Minutes Sign-In Sheets	Council Members from Mexico	TBD	*May* *June* *August* *October* *(Specific Dates TBD)*	$610.00
Border Binational Health Week 3rd Annual HIDA-REY Public Health Conference	Agenda Sign-In Sheets Conference Evaluation Surveys	Public Health Students and Professionals	TBD	1st Week of October (Specific Date TBD)	$600.00
Border Binational Health Week HIDA-REY Healthy Kids/Ninos Saludable HIDA-REY	Pictures Sign-in sheets	School Children in Hidalgo County and Reynosa	TBD	1st Week of October (All Week)	$290.00
HIDA-REY Healthy Community/Comunidad Saludable	Community Surveys Sign-In Sheets Pictures	Hidalgo County and Reynosa Community	TBD	November (Specific Date TBD)	$600.00
Administrative fee for fiscal agent					N/A
				Total Request	$2100.00

DATE: May 29, 2013

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 3-1293-441-00-340-054-3-XXX BBHW

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

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Travel		
3-1293-441-00-340-054-3-585	BBHW - Non-employee Travel	$ 1,000.00
Supplies		
3-1293-441-00-340-054-3-601	BBHW - Office & Computer Supplies	$ 1,100.00
	TOTAL APPROPRIATION	$ 2,100.00
3-1293-331-12-340-054-3-000	BBHW - Grant Revenue	$ 2,100.00
	TOTAL APPROPRIATION	$ 2,100.00

REASON: To appropriate the BBHW FY 13 program funding.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S C(DATE ATTEST CO. CLERK

AI-38986 **Health & Human Services Dept. 10. D.**

CC REGULAR

Meeting Date: 06/11/2013

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Requesting approval to process the following invoices as claims with authority for County Treasurer to issue check after auditing procedures are completed by County Auditor.

2. Requesting approval to process partial payment of the following invoices pending resolution of charges dispute with AT&T.

Vendor	Account No.	Billing Date	Amount of Invoice	Amount To Pay
AT&T	956-787-1531-073-5	05/09/13	$2,306.09	$706.72
AT&T	956-843-7463-001-7	04/29/13	$1,844.66	$554.66
AT&T	956-262-1141-273-7	04/23/13	$1,537.10	1,537.10
AT&T	956-383-0111-942-9	05/19/13	$108.77	$108.77
		Total		**$2,907.25**

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-441-00-340-003-0-531

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

BUDGETARY IMPACT:

PO # 688425

Attachments

Invoice 1

Invoice 2

Invoice 4

Invoice 3

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/30/2013 09:31 AM
Olga Garza	Olga Garza	06/04/2013 08:33 AM
Mike Escaname (Originator)	Mike Escaname	06/05/2013 03:53 PM
Olga Garza	Olga Garza	06/07/2013 02:43 PM
Purchasing Department	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Mike Escaname Started On: 05/29/2013 03:25 PM

Final Approval Date: 06/07/2013

Account Number: 956-787-1531 073 5
MAY charges being disputed

Charges Billed	Amount to Pay	Amount being disputed
$2,306.09	$706.72	$1,599.37

Monthly Service - May 9 thru Jun 8

Service ID	Charge Group	Service Description	Service ID / Circuit ID	Charges Billed	Amount to Pay	Amount being disputed
956 787-1531	Recurring Charges	Monthly Charges	956 787-1531	$1.56	$1.56	$.00
956 787-1531	Recurring Charges	Basic Local Service - Business	956 787-1531	$22.36	$22.36	$.00
956 787-1531	Recurring Charges	Mileage - MegaLink DigitalInteroffice Facility @ 1.544M	38.DHXS.600727..SW	$562.20	$260.00	$302.20
956 787-1531	Recurring Charges	Mileage-Digital Local Ch @1.5M	38.DHXS.600727..SW	$693.00	$.00	$693.00
956 787-1531	Recurring Charges	Clear Channel Capability	38.DHXS.600727..SW	$60.00	$.00	$60.00
956 702-4389	Recurring Charges	Monthly Charges	956 702-4389	$1.30	$1.30	$.00
956 702-4389	Recurring Charges	Basic Local Service - Business	956 702-4389	$20.85	$20.85	$.00
956 781-1176	Recurring Charges	Monthly Charges	956 781-1176	$1.30	$1.30	$.00
956 781-1176	Recurring Charges	Basic Local Service - Business	956 781-1176	$20.85	$20.85	$.00
956 783-6310	Recurring Charges	Monthly Charges	956 383-0373	$1.30	$.00	$1.30
956 783-6310	Recurring Charges	Basic Local Service - Business	956 383-0373	$20.85	$.00	$20.85
956 787-8031	Recurring Charges	Monthly Charges	956 383-0373	$4.11	$4.11	$.00
956 787-8031	Recurring Charges	Basic Local Service - Business	956 383-0373	$22.36	$110.00	-$87.64
			TOTALS	**$1,432.04**	**$442.33**	**$989.71**

Additions and Changes to Service - (Monthly charges are prorated from Apr 16, 2013 through May 8, 2013)

Service ID	Charge Group	Service Description	Service ID / Circuit ID	Charges Billed	Amount to Pay	Amount being disputed
956 787-1531	Prorated Charges	MegaLink III Arrangement	38.DHXS.600727..SW	-$199.33	$0.00	-$199.33
956 787-1531	Prorated Charges	Mileage - MegaLink DigitalInteroffice Facility @ 1.544M	38.DHXS.600727..SW	$431.02	$199.33	$231.69
956 787-1531	Prorated Charges	Mileage-Digital Local Ch @1.5M	38.DHXS.600727..SW	$531.30	$0.00	$531.30
956 787-1531	Prorated Charges	Clear Channel Capability	38.DHXS.600727..SW	$46.00	$0.00	$46.00
			TOTALS	**$808.99**	**$199.33**	**$609.66**

Other charges

Service ID		Service Description	Service ID / Circuit ID	Charges Billed	Amount to Pay	Amount being disputed
Surcharges and Other Fees				$65.06	$65.06	$.00
			TOTALS	**$65.06**	**$65.06**	**$.00**

COUNTY OF HIDALGO
HEALTH DEPT
PHARR CLINIC
1304 S 25TH AVE
EDINBURG TX 78542 - 7205

Page 1 of 2
Account Number 956 787-1531 073 5
Billing Date May 9, 2013

Web Site att.com

INVOICE RECEIVED BY:
Jeanette Palacios DATE 5/20/13
GOODS/SERVICES RECEIVED BY:
Palacios DATE 5/9-6/8/13
3-1100-441-00-340-003-0-531
PYMT AMOUNT$ 706.72 PO# 688485
APPROVED BY:

Monthly Statement

Bill-At-A-Glance

Previous Bill	428.81
Payment	.00
Adjustments	.00
Past Due - Please Pay Immediately	428.81
Current Charges	2,306.09
Total Amount Due	**$2,734.90**
Current Charges Due in Full by	Jun 3, 2013

Billing Summary

Billing Questions? Visit **att.com/billing** **Page**

Plans and Services	1	2,306.09

1 800 559-7928
Payment Arrangements:
1 800 924-1743
Service Changes:
1 800 321-2000
Repair Services:
1 800 286-8313

Total Current Charges 2,306.09

RECEIVED
Hidalgo County Health & Human Services Department
MAY 20 2013
1304 S. 25th Ave
Edinburg, Texas 78542

News You Can Use Summary

- PREVENT DISCONNECT
- IMPORTANT NOTICE
- LONG DIST. PROVIDERS
- NOTICE OF SETTLEMENT

See "News You Can Use" for additional information

Plans and Services

Monthly Service - May 9 thru Jun 8

Charges for 956 787-1531	
1. Monthly Charges	1,316.76
2. Basic Local Service - Business	22.36
Total Charges for 956 787-1531	1,339.12
Charges for 956 702-4389	
3. Monthly Charges	1.30
4. Basic Local Service - Business	20.85
Total Charges for 956 702-4389	22.15
Charges for 956 781-1176	
5. Monthly Charges	1.30
6. Basic Local Service - Business	20.85
Total Charges for 956 781-1176	22.15
Charges for 956 783-6310	
7. Monthly Charges	1.30
8. Basic Local Service - Business	20.85
Total Charges for 956 783-6310	22.15
Charges for 956 787-8031	
9. Monthly Charges	4.11
10. Basic Local Service - Business	22.36
Total Charges for 956 787-8031	26.47
Total Monthly Service	**1,432.04**

Additions and Changes to Service

This section of your bill reflects charges and credits resulting from account activity.

Item No.	Description	Quantity	Monthly Rate	Amount Billed
Activity on Apr 18, 2013				
Order No. R908392				
CKT No. 38.DHXS.600727..SW				
Services Removed				
(Monthly Charges were Billed in Advance and are Prorated from Apr 16, 2013 through May 8, 2013)				
11.	MegaLink® III Arrangement	2	260.00CR	199.33CR
Services Added				
(Monthly Charges are Prorated from Apr 16, 2013 through May 8, 2013)				
12.	Mileage - MegaLink® Digital Interoffice Facility @ 1.544M	8	562.20	431.02
13.	Mileage-Digital Local Ch @1.5M	2	693.00	531.30
14.	Clear Channel Capability	2	60.00	46.00
Total CKT No. 38.DHXS.600727..SW				808.99
Total Order No. R908392				808.99
Total Additions and Changes to Service				**808.99**

Local Services provided by AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas based upon the service address location.

GO GREEN - Enroll in paperless billing.

Printed on Recyclable Paper

Return bottom portion with your check in the enclosed envelope.

DUE BY [illegible] $2,734.90 [illegible]

COUNTY OF HIDALGO
HEALTH DEPT
PHARR CLINIC
1304 S 25TH AVE
EDINBURG TX 78542 - 7205

Account Number 956 787-1531 073 5
Billing Date May 9, 2013

Plans and Services

Surcharges and Other Fees

1.	Federal Subscriber Line Charge	27.45
2.	911 Fee	2.80
3.	State Cost-Recovery Fee	15.11
4.	Federal Universal Service Fee	4.75
5.	Municipal right-of-way Fee	14.95
Total Surcharges and Other Fees		**65.06**

Taxes

6.	Federal	.00
7.	State and Local	.00
Total Taxes		**.00**

Total Plans and Services **2,306.09**

Amount Subject to Sales Tax: 15.11

News You Can Use

PREVENT DISCONNECT

Thank you for being a valued customer. Please be aware that all charges must be paid each month to keep your account current and prevent collection activities. We are required to inform you that certain charges such as your telephone line, and fees and surcharges MUST be paid in order to prevent interruption of basic local service. These charges are already included in the Total Amount Due and are $2729.30 . Also, neglecting payment for other charges, such as long distance, voice mail, InLine®, wireless, and Internet may result in those services being interrupted.

LONG DIST. PROVIDERS

Our records indicate that you have selected AT&T Corp.
or a company that resells their services as your primary local toll carrier and AT&T Corp. or a company that resells their services as
your primary long distance carrier. Please contact us if this does not agree with your records.

IMPORTANT NOTICE
INFORMATIONAL BULLETIN REGARDING THIRD-PARTY BILLING

AT&T allows third-party billing for traditional telecommunications providers (such as long-distance, operator services and directory assistance), and AT&T's own affiliates and marketing allies. AT&T takes immediate action to help customers who contact us and report that they may have been billed for unauthorized third-party charges. To dispute a charge, we encourage customers to first deal directly with the third party that originated the charge, whose name and toll-free telephone number are printed on the same bill page as the charge in question. Often, the problem can be resolved with a single telephone call. All customers who call us to report cramming complaints will be issued credits and will not be required to pay AT&T for the disputed charges. (Credits generally appear on customers' bills within one or two months.)

NOTICE OF SETTLEMENT

If your postal mailed bill envelope contains a yellow Class Action Settlement Notice, or if your e-bill contains an insert entitled "Third-Party Billing Class Action - Notice & Forms", that means that AT&T's records indicate that in the past you were charged for Third Party Charges that are the subject of a Class Action Settlement. You should read the Notice carefully to find out about obtaining a settlement payment if you did not authorize the charges. If you have any questions about the Settlement, go to www.ATTthirdpartybillingsettlement.com, email info@ATTthirdpartybillingsettlement.com, or call 1.866.242.0603.

Terms and Conditions

CARRIER QUESTIONS

You may contact the Public Utility Commission of Texas, Office of Customer Protection, P.O. Box 13326, Austin, TX 78711-3326, 1-512-936-7120 or toll-free in Texas at 1-888-782-8477 if you believe the local exchange provider or the interexchange carrier on your bill are not correct or if there are unauthorized charges on your bill. Hearing and speech impaired customers with text telephones (TTY) may call 1-512-936-7136. When corresponding by mail, include your complaint and copies of the phone bills. Please contact AT&T Texas to switch your service back to the carrier of your choice.

For a complete listing of Terms and Conditions, please refer to:
- The inside of the AT&T White Pages directory, or
- Visit us on the web at att.com/terms

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7007.015.134590.01.01.0000000 YNNNNNNY 47131.269475

Account Number: 956-843-7463 001 7
APR charges being disputed

Total Charges Billed	Current Charges	Amount to Pay	Amount being disputed
$3,547.21	$1,844.66	$554.66	$1,290.00

Monthly Service - Apr 29 thru May 28

Service ID	Charge Group	Service Description	Service ID / Circuit ID	Charges Billed	Amount to Pay	Amount being disputed
956 843-7463	Recurring Charges	Monthly Charges	956 843-7463	$80.41	$80.41	$.00
956 843-7463	Recurring Charges	Basic Local Service - Business	956 843-7463	$20.85	$20.85	$.00
956 843-7463	Recurring Charges	Mileage - MegaLink DigitalInteroffice Facility @ 1.544M	38.DHXS.432590..SW	$850.00	$60.00	$790.00
956 843-7463	Recurring Charges	Mileage-Digital Local Ch @1.5M	38.DHXS.432590..SW	$660.00	$220.00	$440.00
956 843-7463	Recurring Charges	Clear Channel Capability	38.DHXS.432590..SW	$60.00	$.00	$60.00
956 843-2659	Recurring Charges	Monthly Charges	956 843-2659	$1.56	$1.56	$.00
956 843-2659	Recurring Charges	Basic Local Service - Business	956 843-2659	$20.85	$20.85	$.00
956 843-6672	Recurring Charges	Monthly Charges	956 843-6672	$1.30	$1.30	$.00
956 843-6672	Recurring Charges	Basic Local Service - Business	956 843-6672	$20.85	$20.85	$.00
956 843-9864	Recurring Charges	Monthly Charges	956 843-9864	$1.30	$1.30	$.00
956 843-9864	Recurring Charges	Basic Local Service - Business	956 843-9864	$20.85	$20.85	$.00
			TOTALS	**$1,737.97**	**$447.97**	**$1,290.00**

Additions and Changes to Service - (Monthly charges are prorated from Apr 1, 2013 through Apr 28, 2013)

Service ID	Charge Group	Service Description	Service ID / Circuit ID	Charges Billed	Amount to Pay	Amount being disputed
Federal Universal Service Fee				-$.04	-$.04	$.00
Federal Universal Service Fee				-$.04	-$.04	$.00
Federal Universal Service Fee				-$.04	-$.04	$.00
Federal Universal Service Fee				-$.04	-$.04	$.00
Monthly Service		Bill does not provide detail of charges		$66.13	$66.13	$.00
			TOTALS	**$65.97**	**$65.97**	**$.00**

Other Charges

Service ID		Service Description	Service ID / Circuit ID	Charges Billed	Amount to Pay	Amount being disputed
Surcharges and Other Fees				$40.72	$40.72	$.00
			TOTALS	**$40.72**	**$40.72**	**$.00**

Past Due Charges

Service ID	Service Description		Service ID / Circuit ID	Charges Billed	Amount to be PAID	Amount being disputed
Past Due - Previous Bill	These charges are from the March bill and part of these charges are being disputed.		956-843-7463 001 7	$1,702.55	$412.55	$1,290.00
			TOTALS	**$1,702.55**	**$412.55**	**$1,290.00**

Payment Made

Service ID	Service Description		Service ID / Circuit ID	Charges Billed	Amount PAID	Amount being disputed
Payment Rec'd 4/13/13	February bill was paid in full, but only $663.99 should have been paid		956-843-7463 001 7	$2,862.99	$2,862.99	$2,199.00
			TOTALS	**$2,862.99**	**$2,862.99**	**$2,199.00**

COUNTY OF HIDALGO
HIDALGO CLINIC
1304 S 25TH AVE
EDINBURG TX 78542 - 7205

Page 1 of 2
Account Number 956 843-7463 001 7
Billing Date Apr 29, 2013

Web Site att.com

INVOICE RECEIVED BY:
Jeanette Palacios DATE 5/6/13
GOODS/SERVICES RECEIVED BY:
Palacios DATE 4/29-5/28/13
3-1100-441-00-340-003-0-531
PYMT AMOUNT$ 554.66 PO# 688425
APPROVED BY:

Monthly Statement

Bill-At-A-Glance

Previous Bill	4,565.54
Payment Received 4-13	2,862.99CR
Adjustments	.00
Past Due - Please Pay Immediately	1,702.55
Current Charges	1,844.66
Total Amount Due	**$3,547.21**
Current Charges Due in Full by	May 23, 2013

pd 5/7/13

Billing Summary

Billing Questions? Visit **att.com/billing** **Page**

Plans and Services	1	1,844.66

1 800 770-2260
Payment Arrangements:
1 800 924-1743
Service Changes:
1 800 321-2000
Repair Services:
1 800 286-8313

Total Current Charges 1,844.66

RECEIVED
Hidalgo County Health
& Human Services Department
MAY 06 2013
1304 S. 25th Ave.

News You Can Use Summary

- PREVENT DISCONNECT
- LONG DIST. PROVIDERS

See "News You Can Use" for additional information

Plans and Services

Monthly Service - Apr 29 thru May 28

Charges for 956 843-7463	
1. Monthly Charges	1,650.41
2. Basic Local Service - Business	20.85
Total Charges for 956 843-7463	1,671.26
Charges for 956 843-2659	
3. Monthly Charges	1.56
4. Basic Local Service - Business	20.85
Total Charges for 956 843-2659	22.41
Charges for 956 843-6672	
5. Monthly Charges	1.30
6. Basic Local Service - Business	20.85
Total Charges for 956 843-6672	22.15
Charges for 956 843-9864	
7. Monthly Charges	1.30
8. Basic Local Service - Business	20.85
Total Charges for 956 843-9864	22.15
Total Monthly Service	**1,737.97**

Additions and Changes to Service

This section of your bill reflects charges and credits resulting from account activity.

Item No.	Description	Quantity	Monthly Rate	Amount Billed
Activity on Apr 1, 2013				
(Monthly Charges are Prorated from Apr 1, 2013 through Apr 28, 2013)				
9.	Federal Universal Service Fee	1		.04CR
10.	Federal Universal Service Fee	1		.04CR
11.	Federal Universal Service Fee	1		.04CR
12.	Federal Universal Service Fee	1		.04CR
Activity on Apr 3, 2013				
(Monthly Charges are Prorated from Apr 3, 2013 through Apr 28, 2013)				
13.	Monthly Service	17		66.13
Total Additions and Changes to Service				**65.97**

Surcharges and Other Fees

14. Federal Subscriber Line Charge	21.96
15. 911 Fee	1.12
16. Federal Universal Service Fee	3.80
17. Municipal right-of-way Fee	13.84
Total Surcharges and Other Fees	**40.72**

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DUE BY May 23, 2013 $3,547.21 Amount After May 23, 2013 $3,547.21

Plans and Services

Taxes

1.	Federal	.00
2.	State and Local	.00
Total Taxes		**.00**

Total Plans and Services **1,844.66**

News You Can Use

PREVENT DISCONNECT
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LONG DIST. PROVIDERS .
Our records indicate that you have selected AT&T Corp.
or a company that resells their services as your primary local toll carrier and AT&T Corp. or a company that resells their services as
your primary long distance carrier. Please contact us if this does not agree with your records.

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HDLGO CTY HLTH DEPT
1304 S 25TH AVE
EDINBURG TX 78542 - 7205

Account Number 956 383-0111 942 9
Billing Date May 19, 2013

Web Site att.com

at&t

Monthly Statement

Bill-At-A-Glance

Previous Bill	203.18
Payment Received 5-13	100.93CR
Adjustments	.00
Past Due - Please Pay Immediately	102.25
Current Charges	108.77
Total Amount Due	**$211.02**
Current Charges Due in Full by	Jun 13, 2013

Billing Summary

Billing Questions? Visit **att.com/billing** **Page**

Plans and Services	1	108.77

1 800 770-2260

Payment Arrangements:
1 800 924-1743

Service Changes:
1 800 321-2000

Repair Services:
1 800 286-8313

Total Current Charges 108.77

RECEIVED
Hidalgo County Health
& Human Services Department
MAY 30 2013
1304 S. 25th Ave.
Edinburg, Texas 78542

News You Can Use Summary

- PREVENT DISCONNECT
- IMPORTANT NOTICE
- LONG DIST. PROVIDERS
- NOTICE OF SETTLEMENT

See "News You Can Use" for additional information

Plans and Services

Monthly Service - May 19 thru Jun 18

Charges for 956 383-0111

1. Monthly Charges	1.30
2. Basic Local Service - Business	22.36
Total Charges for 956 383-0111	23.66

Charges for 956 383-0112

3. Monthly Charges	1.30
4. Basic Local Service - Business	22.36
Total Charges for 956 383-0112	23.66

Charges for 956 383-7351

5. Monthly Charges	1.30
6. Basic Local Service - Business	20.85
Total Charges for 956 383-7351	22.15
Total Monthly Service	**69.47**

Directory Assistance

411

7.	6 Call(s) billed at $1.99 each	11.94

Local Toll

Charges for 956 383-0111
Directory Assistance Calls

Dialed	411:	5	555:	0
Operator Handled	411:	0	555:	0

Charges for 956 383-0112
Directory Assistance Calls

Dialed	411:	1	555:	0
Operator Handled	411:	0	555:	0

Surcharges and Other Fees

8. Federal Subscriber Line Charge	16.47
9. 911 Fee	1.68
10. Federal Universal Service Fee	2.85
11. Municipal right-of-way Fee	6.36
Total Surcharges and Other Fees	**27.36**

Taxes

12. Federal	.00
13. State and Local	.00
Total Taxes	**.00**

Total Plans and Services 108.77

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DUE BY: Jun 13, 2013 $211.02 Amount After Jun 17, 2013 $211.02

News You Can Use

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LONG DIST. PROVIDERS
Our records indicate that you have selected MCI or a company that resells their services as your primary local toll carrier and MCI or a company that resells their services as your primary long distance carrier. Please contact us if this does not agree with your records.

IMPORTANT NOTICE
INFORMATIONAL BULLETIN REGARDING THIRD-PARTY BILLING
AT&T allows third-party billing for traditional telecommunications providers (such as long-distance, operator services and directory assistance), and AT&T's own affiliates and marketing allies. AT&T takes immediate action to help customers who contact us and report that they may have been billed for unauthorized third-party charges. To dispute a charge, we encourage customers to first deal directly with the third party that originated the charge, whose name and toll-free telephone number are printed on the same bill page as the charge in question. Often, the problem can be resolved with a single telephone call. All customers who call us to report cramming complaints will be issued credits and will not be required to pay AT&T for the disputed charges. (Credits generally appear on customers' bills within one or two months.)

NOTICE OF SETTLEMENT
If your postal mailed bill envelope contains a yellow Class Action Settlement Notice, or if your e-bill contains an insert entitled "Third-Party Billing Class Action - Notice & Forms", that means that AT&T's records indicate that in the past you were charged for Third Party Charges that are the subject of a Class Action Settlement. You should read the Notice carefully to find out about obtaining a settlement payment if you did not authorize the charges. If you have any questions about the Settlement, go to www.ATTthirdpartybillingsettlement.com, email info@ATTthirdpartybillingsettlement.com, or call 1.866.242.0603.

Terms and Conditions

CARRIER QUESTIONS
You may contact the Public Utility Commission of Texas, Office of Customer Protection, P.O. Box 13326, Austin, TX 78711-3326, 1-512-936-7120 or toll-free in Texas at 1-888-782-8477 if you believe the local exchange provider or the interexchange carrier on your bill are not correct or if there are unauthorized charges on your bill. Hearing and speech impaired customers with text telephones (TTY) may call 1-512-936-7136. When corresponding by mail, include your complaint and copies of the phone bills. Please contact AT&T Texas to switch your service back to the carrier of your choice.

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HILDALGO CNTY HLTH DPT
ELSA CLINIC
1304 S 25TH AVE
EDINBURG TX 78542 - 7205

Account Number 956 262-1141 273 7
Billing Date May 23, 2013
Web Site att.com

at&t

Monthly Statement

Bill-At-A-Glance

Previous Bill	4,660.31
Payment Received 5-13	3,123.21CR
Adjustments	.00
Past Due - Please Pay Immediately	1,537.10
Current Charges	742.67CR
Total Amount Due	**$794.43**
Current Charges Due in Full by	Jun 17, 2013

Billing Summary

Billing Questions? Visit **att.com/billing** **Page**

Plans and Services	1	742.67CR
1 800 770-2260		
Payment Arrangements:		
1 800 924-1743		
Service Changes:		
1 800 321-2000		
Repair Services:		
1 800 286-8313		
Total Current Charges		742.67CR

RECEIVED
Hidalgo County Health
& Human Services Department
JUN 03 2013
1304 S. 25th Ave.
Edinburg, Texas 78542

News You Can Use Summary

- PREVENT DISCONNECT
- IMPORTANT NOTICE
- BUSINESS RATE CHANGE
- LONG DIST. PROVIDERS
- NOTICE OF SETTLEMENT

See "News You Can Use" for additional information

Plans and Services

Monthly Service - May 23 thru Jun 22

Charges for 956 262-1141

1. Monthly Charges	4.37
2. Basic Local Service - Business	20.85
Total Charges for 956 262-1141	25.22

Charges for 956 262-2361

3. Monthly Charges	1.30
4. Basic Local Service - Business	20.85
Total Charges for 956 262-2361	22.15

Charges for 956 262-3130

5. Monthly Charges	1.30
6. Basic Local Service - Business	20.85
Total Charges for 956 262-3130	22.15

Charges for 956 262-3491

7. Monthly Charges	1.30
8. Basic Local Service - Business	20.85
Total Charges for 956 262-3491	22.15

Charges for 956 262-7842

9. Monthly Charges	1.30
10. Basic Local Service - Business	20.85
Total Charges for 956 262-7842	22.15

Charges for 956 262-9138

11. Monthly Charges	1.30
12. Basic Local Service - Business	20.85
Total Charges for 956 262-9138	22.15
Total Monthly Service	**135.97**

Additions and Changes to Service

This section of your bill reflects charges and credits resulting from account activity.

Item No.	Description	Quantity	Monthly Rate	Amount Billed
Activity on May 1, 2013				
Order No. C782887				
CKT No. 38.DHXS.432589..SW				
Services Removed				
(Monthly Charges were Billed in Advance and are Prorated from May 2, 2013 through May 22, 2013)				
13.	Mileage - MegaLink® Digital Interoffice Facility @ 1.544M	8	562.20CR	393.54CR
14.	Mileage-Digital Local Ch @1.5M	2	693.00CR	485.10CR

Local Services provided by AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas based upon the service address location.

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Plans and Services

Additions and Changes to Service - Continued

Item No.	Description	Quantity	Monthly Rate	Amount Billed
1.	Clear Channel Capability	2	60.00CR	42.00CR
Total CKT No. 38.DHXS.432589..SW				920.64CR
Total Order No. C782887				920.64CR
Total Additions and Changes to Service				**920.64CR**

Surcharges and Other Fees

2.	Federal Subscriber Line Charge	32.94
3.	911 Fee	3.36
4.	Federal Universal Service Fee	5.70
Total Surcharges and Other Fees		**42.00**

Taxes

5.	Federal	.00
6.	State and Local	.00
Total Taxes		**.00**

Total Plans and Services **742.67CR**

News You Can Use

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LONG DIST. PROVIDERS
Our records indicate that you have selected AT&T Corp.
or a company that resells their services as your primary local toll carrier and AT&T Corp. or a company that resells their services as
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BUSINESS RATE CHANGE
Effective August 1, 2013, the monthly rate for your business access lines and trunks will increase from $66.00 to $68.50. AT&T has several service options which may offset or lessen this change and better meet your communications needs. You have the right to cancel your subscription to this service without penalty. For questions, please call the number on your bill.

Terms and Conditions

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AI-39083 **Health & Human Services Dept. 10. E.**

CC REGULAR

Meeting Date: 06/11/2013

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Requesting approval to accept the Do Well grant contract # 2013-043641-001 in the amount of $10,000.00.

2. Requesting approval of the Certification of Revenue as certified by the County Auditor.

3. Requesting approval of the Budget Appropriation.

BACKGROUND

04/02/13 – AI-37833 – Request to Apply

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1293-441-00-340-058-3-XXX

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

BUDGETARY IMPACT:

No local matching funds required.

Attachments

Grant

Budget Appropriation

COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/05/2013 01:22 PM
Obdett Calzada	Obdett Calzada	06/07/2013 03:49 PM
Purchasing Department	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Mike Escaname Started On: 06/04/2013 04:31 PM

Final Approval Date: 06/07/2013

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number 2013-043641 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and HIDALGO COUNTY (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.

2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is $10,000.00, and the payment method(s) shall be as specified in the Program Attachments.

3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. **Term of the Contract.** This Contract begins on 04/15/2013 and ends on 06/29/2013. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. **Documents Forming Contract.** The Contract consists of the following:

a. Core Contract (this document)
b. Program Attachments:

2013-043641-001 DoWell (Diabetes Empowerment Education Program/Do Well, Be Well Program)

c. General Provisions (Vendor)
d. Solicitation Document(s), and **(N/A)**
e. Contractor's response(s) to the Solicitation Document(s).**(N/A)**
f. Exhibits **(N/A)**

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: HIDALGO COUNTY
Address: HIDALGO COUNTY TREASURER 2810 S BUSINESS 281
EDINBURG, TX 78539-6243
Vendor Identification Number: 17460007176060

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES	HIDALGO COUNTY
By:_____	By:_____
Signature of Authorized Official	Signature
_____	_____
Date	Date
Bob Burnette, C.P.M., CTPM	_____
	Printed Name and Title
Director, Client Services Contracting Unit	_____
	Address
1100 WEST 49TH STREET	_____
AUSTIN, TEXAS 78756	City, State, Zip
(512) 458-7470	_____
	Telephone Number
Bob.Burnette@dshs.state.tx.us	_____
	E-mail Address for Official Correspondence

CONTRACT NO. 2013-043641
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000394619

CONTRACTOR: HIDALGO COUNTY

DSHS PROGRAM: DoWell (Diabetes Empowerment Education Program/Do Well, Be Well Program)

TERM: 04/15/2013 THRU: 06/29/2013

SECTION I. STATEMENT OF WORK:

Contractor shall develop a diabetes and cardiovascular disease awareness campaign and educational outreach program, based on the Diabetes Empowerment and Education Program (DEEP) curriculum. The awareness campaign and educational outreach program will target the employees of Hidalgo County and their family members.

The goal of the awareness campaign and educational outreach program is to increase the awareness of diabetes and its connection to cardiovascular disease among Hidalgo County Health Department employees and their families and to increase the number of persons who are enrolled in a chronic disease or diabetes self-management program, such as DEEP. While this contract shall be used to create a sustainable campaign and educational outreach program, because of the short time-frame, only the first DEEP module will be conducted within this contract's project period. However, it is expected that this contract will be utilized to prepare for complete implementation of DEEP's curriculum; therefore, resources will largely be directed to the awareness campaign, DEEP participant recruitment, and obtaining all necessary resources for the DEEP program.

Contractor shall develop a detailed work plan with timeline to include sequential activities and milestones toward accomplishing project goals.

SECTION II. PERFORMANCE MEASURES:

The following performance measures(s) will be used to assess, in part, Contractor's effectiveness in providing the services described SECTION I STATEMENT OF WORK in this Program Attachment, without waiving the enforceability of any of the other terms of the contract.

By May 1, 2013, Contractor shall submit a detailed work plan to the DSHS Cardio-Vascular Disease (CVD) and Stroke Program. The work plan shall include:

- goals and objectives;
- list of team members, and their roles in the project;
- intended target population (reach);

- marketing data (how the program will be advertised and participants will be recruited e.g. flyers, brochures, company newsletter, in-person);
- sustainability plan; and
- evaluation plan.

Work plan must be approved by CVD and Stroke Program staff prior to its implementation.

Contractor will provide CVD staff with bi-weekly project status reports in writing to include: implementation status, barriers and methods to address those barriers, opportunities to enhance activities, and next steps. Bi-weekly progress reports will be due on the following dates: May 10, 2013; May 24, 2013; June 7, 2013; and June 21, 2013.

By June 1, 2013, Contractor shall develop and submit copies of all marketing materials used for the campaign and to recruit DEEP or Do Well, Be Well participants to the DSHS CVD and Stoke Program for approval prior to use.

By June 29, 2013, Contractor shall conduct one module of DEEP or Do Well, Be Well to participants.

By June 29, 2013, Contractor shall submit participation numbers for one module of DEEP or Do Well, Be Well to DSHS CVD Program.

By June 29, 2013, Contractor shall provide ongoing project status reports to CVD and Stroke Program.

SECTION III. SOLICITATION DOCUMENT:

Exempt-Governmental Entity

SECTION IV. RENEWALS:

N/A

SECTION V. PAYMENT METHOD:

Deliverables

SECTION VI. BILLING INSTRUCTIONS:
Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. The B-13 can be found at the following link http://www.dshs.state.tx.us/grants/forms.shtm. Vouchers

and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

Department of State Health Services
Claims Processing Unit, MC1940
1100 West 49th Street
P.O. Box 149347
Austin, Texas 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 776-7442. The email address is invoices@dshs.state.tx.us.

SECTION VII. BUDGET

SOURCE OF FUNDS: CFDA 93.283

DSHS will make payment to Contractor upon completion and approval of each deliverable referenced below and upon receipt of a completed State of Texas purchase voucher as described in Section VI. BILLING INSTRUCTIONS.

Types of Services or Deliverables:

Deliverables	Due Date	Amount
Detailed work plan, as described in Section II.	May 1, 2013	$2,500
All marketing materials used for the campaign and to recruit DEEP or Do Well, Be Well participants.	June 1, 2013	$2,500
Provide participation sign-in to document that one module of DEEP or Do Well, Be Well was conducted.	June 29, 2013	$5,000
Total Amount Not to Exceed		$10,000

SECTION VIII. SPECIAL PROVISIONS:

General Provisions**, Article XII. General Terms**, **Section 12.14 Amendment**, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least ninety (90) days prior to the end of the term of this Program Attachment.

DATE: June 04, 2013

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 3-1293-441-00-340-058-3-XXX DEEP

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

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
SUPPLIES		
3-1293-441-00-340-058-3-603	DEEP - Educational / Instructional Supplies	$ 5,335.00
3-1293-441-00-340-058-3-604	DEEP - Medical & Laboratory Supplies	$ 340.00
OTHER		
3-1293-441-00-340-058-3-540	DEEP - Advertising	$ 4,325.00
	TOTAL APPROPRIATION	$ 10,000.00
3-1293-331-12-340-058-3-000	DEEP - Grant Revenue	$ 10,000.00
	TOTAL APPROPRIATION	$ 10,000.00

REASON: To appropriate the DEEP FY 13 program funding.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S C(DATE ATTEST CO. CLERK

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

June 7, 2013

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

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

AMOUNT	PURPOSE
$10,000.00	Award No. 2013-043641-001 Do Well (Diabetes Empowerment Education Program/Do Well, Be Well Program)

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

6-10-13
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.

Debbie Tamez

From: Mike Escaname [miguel.escaname@hchd.org]
Sent: Tuesday, June 04, 2013 4:27 PM
To: Debbie Tamez - Grant Accountant
Subject: FW: RE: HPCDP/CVD-DEEPDW- DSHS Contract N0.: 2013-043641-001 HIDALGO COUNTY
Attachments: Hidalgo CO_2013-043641-001_Core Contract.pdf; Hidalgo CO_2013-043641-001_Program Attachment.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Hello Debbie:

We need a program number for this grant and the Certification of Revenue.

Thanks,

Mike E.

From: Eddie Olivarez [mailto:eddie.olivarez@hchd.org]
Sent: Tuesday, June 04, 2013 4:00 PM
To: Mike Escaname
Subject: FW: RE: HPCDP/CVD-DEEPDW- DSHS Contract N0.: 2013-043641-001 HIDALGO COUNTY

Eduardo Olivarez
Chief Administrative Officer
Hidalgo County Health and Human Services
1304 South 25th Ave.
Edinburg, Texas 78542
956-383-8858 Office
www.twitter.com/hidalgohealth

From: Dukes,Cheryl (DSHS) [mailto:Cheryl.Dukes@dshs.state.tx.us]
Sent: Tuesday, June 04, 2013 2:46 PM
To: 'eddie.olivarez@hchd.org'; 'norma.longoria@wic.co.hidalgo.tx.us'
Cc: Gambrell,Jon (DSHS); Fox,Pamela (DSHS)
Subject: FW: RE: HPCDP/CVD-DEEPDW- DSHS Contract N0.: 2013-043641-001 HIDALGO COUNTY

Vonda,
Please review and approve the attached files for emailing to OP.

Hello Contractor,

Attached are files that contain your Department of State Health Services (DSHS) contract. Please print two copies of each file, in the order they appear in this email, sign and return two copies to this unit as soon as possible.

To expedite contract execution, ensure that all forms are completed, signed and returned via overnight mail to the physical address below.

Your contract will be signed by DSHS and returned to your agency.

Changes made to any portion of the contract document (s) are considered a counter-offer and are not valid without DSHS written concurrence.

DSHS will not pay for reimbursements submitted/postmarked more than 60 days after the end of the contract term. Additional information regarding this policy is available on the DSHS website at http://www.dshs.state.tx.us.

NOTE: Return both copies of the contract in their entirety to one of the two addresses below. Contracts returned to any other address may result in contract delays.

Physical Address for Overnight Mail	**Mailing Address for Regular Mail**
Client Services Contracting Unit MC 1886	Client Services Contracting Unit MC 1886
Department of State Health Services	Department of State Health Services
1100 W.49th Street	PO Box 149347
Austin, TX 78756	Austin, TX 78714- 9347
Attn: Cheryl Dukes	Attn: Cheryl Dukes

Please reference the DSHS contract number in all future correspondence.

If you have questions, contact Cheryl Dukes at (512) 776-2090 or via email at cheryl.dukes@dshs.state.tx.us.

Thank you,

Cheryl Dukes,CTCM,CTPM
Texas Department of State Health Services
Contract Specialist IV- CSCU
☎ *Telephone: 512-776-2090*
🖷 *Fax#: 512-776-7351*
cheryl.dukes@dshs.state.tx.us

Click here for contracting resources: http://online.dshs.state.tx.us/finance/cscu.htm

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number 2013-043641 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and HIDALGO COUNTY (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.

2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is $10,000.00, and the payment method(s) shall be as specified in the Program Attachments.

3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. **Term of the Contract.** This Contract begins on 04/15/2013 and ends on 06/29/2013. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. **Documents Forming Contract.** The Contract consists of the following:

   a. Core Contract (this document)
   b. Program Attachments:

   2013-043641-001 DoWell (Diabetes Empowerment Education Program/Do Well, Be Well Program)

   c. General Provisions (Vendor)
   d. Solicitation Document(s), and **(N/A)**
   e. Contractor's response(s) to the Solicitation Document(s).**(N/A)**
   f. Exhibits **(N/A)**

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: HIDALGO COUNTY
Address: HIDALGO COUNTY TREASURER 2810 S BUSINESS 281
EDINBURG, TX 78539-6243
Vendor Identification Number: 17460007176060

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES	HIDALGO COUNTY
By:_____ Signature of Authorized Official	By:_____ Signature
_____ Date	_____ Date
Bob Burnette, C.P.M., CTPM	_____ Printed Name and Title
Director, Client Services Contracting Unit	_____ Address
1100 WEST 49TH STREET AUSTIN, TEXAS 78756	_____ City, State, Zip
(512) 458-7470	_____ Telephone Number
Bob.Burnette@dshs.state.tx.us	_____ E-mail Address for Official Correspondence

CONTRACT NO. 2013-043641
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000394619

CONTRACTOR: HIDALGO COUNTY

DSHS PROGRAM: DoWell (Diabetes Empowerment Education Program/Do Well, Be Well Program)

TERM: 04/15/2013 THRU: 06/29/2013

SECTION I. STATEMENT OF WORK:

Contractor shall develop a diabetes and cardiovascular disease awareness campaign and educational outreach program, based on the Diabetes Empowerment and Education Program (DEEP) curriculum. The awareness campaign and educational outreach program will target the employees of Hidalgo County and their family members.

The goal of the awareness campaign and educational outreach program is to increase the awareness of diabetes and its connection to cardiovascular disease among Hidalgo County Health Department employees and their families and to increase the number of persons who are enrolled in a chronic disease or diabetes self-management program, such as DEEP. While this contract shall be used to create a sustainable campaign and educational outreach program, because of the short time-frame, only the first DEEP module will be conducted within this contract's project period. However, it is expected that this contract will be utilized to prepare for complete implementation of DEEP's curriculum; therefore, resources will largely be directed to the awareness campaign, DEEP participant recruitment, and obtaining all necessary resources for the DEEP program.

Contractor shall develop a detailed work plan with timeline to include sequential activities and milestones toward accomplishing project goals.

SECTION II. PERFORMANCE MEASURES:

The following performance measures(s) will be used to assess, in part, Contractor's effectiveness in providing the services described SECTION I STATEMENT OF WORK in this Program Attachment, without waiving the enforceability of any of the other terms of the contract.

By May 1, 2013, Contractor shall submit a detailed work plan to the DSHS Cardio-Vascular Disease (CVD) and Stroke Program. The work plan shall include:

- goals and objectives;
- list of team members, and their roles in the project;
- intended target population (reach);

- marketing data (how the program will be advertised and participants will be recruited e.g. flyers, brochures, company newsletter, in-person);
- sustainability plan; and
- evaluation plan.

Work plan must be approved by CVD and Stroke Program staff prior to its implementation.

Contractor will provide CVD staff with bi-weekly project status reports in writing to include: implementation status, barriers and methods to address those barriers, opportunities to enhance activities, and next steps. Bi-weekly progress reports will be due on the following dates: May 10, 2013; May 24, 2013; June 7, 2013; and June 21, 2013.

By June 1, 2013, Contractor shall develop and submit copies of all marketing materials used for the campaign and to recruit DEEP or Do Well, Be Well participants to the DSHS CVD and Stoke Program for approval prior to use.

By June 29, 2013, Contractor shall conduct one module of DEEP or Do Well, Be Well to participants.

By June 29, 2013, Contractor shall submit participation numbers for one module of DEEP or Do Well, Be Well to DSHS CVD Program.

By June 29, 2013, Contractor shall provide ongoing project status reports to CVD and Stroke Program.

SECTION III. SOLICITATION DOCUMENT:

Exempt-Governmental Entity

SECTION IV. RENEWALS:

N/A

SECTION V. PAYMENT METHOD:

Deliverables

SECTION VI. BILLING INSTRUCTIONS:
Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. The B-13 can be found at the following link http://www.dshs.state.tx.us/grants/forms.shtm. Vouchers

and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

Department of State Health Services
Claims Processing Unit, MC1940
1100 West 49th Street
P.O. Box 149347
Austin, Texas 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 776-7442. The email address is invoices@dshs.state.tx.us.

SECTION VII. BUDGET

SOURCE OF FUNDS: CFDA 93.283

DSHS will make payment to Contractor upon completion and approval of each deliverable referenced below and upon receipt of a completed State of Texas purchase voucher as described in Section VI. BILLING INSTRUCTIONS.

Types of Services or Deliverables:

Deliverables	Due Date	Amount
Detailed work plan, as described in Section II.	May 1, 2013	$2,500
All marketing materials used for the campaign and to recruit DEEP or Do Well, Be Well participants.	June 1, 2013	$2,500
Provide participation sign-in to document that one module of DEEP or Do Well, Be Well was conducted.	June 29, 2013	$5,000
Total Amount Not to Exceed		$10,000

SECTION VIII. SPECIAL PROVISIONS:

General Provisions, **Article XII. General Terms, Section 12.14 Amendment**, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least ninety (90) days prior to the end of the term of this Program Attachment.

AI-39083 **Health & Human Services Dept. 20. E.**

CC REGULAR

Meeting Date: 06/11/2013

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Requesting approval to accept the Do Well grant contract # 2013-043641-001 in the amount of $10,000.00.

2. Requesting approval of the Certification of Revenue as certified by the County Auditor.

3. Requesting approval of the Budget Appropriation.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1293-441-00-340-058-3-XXX

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

BUDGETARY IMPACT:

No local matching funds required.

Attachments

Grant

Budget Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/05/2013 01:22 PM
Budget & Management	Obdett Calzada	06/05/2013 01:22 PM
Obdett Calzada		
Auditor's Office		
Purchasing Department		

Form Started By: Mike Escaname Started On: 06/04/2013 04:31 PM

DATE: June 04, 2013

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 3-1293-441-00-340-058-3-XXX DEEP

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

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
SUPPLIES		
3-1293-441-00-340-058-3-603	DEEP - Educational / Instructional Supplies	$ 5,335.00
3-1293-441-00-340-058-3-604	DEEP - Medical & Laboratory Supplies	$ 340.00
OTHER		
3-1293-441-00-340-058-3-540	DEEP - Advertising	$ 4,325.00
	TOTAL APPROPRIATION	$ 10,000.00
3-1293-331-12-340-058-3-000	DEEP - Grant Revenue	$ 10,000.00
	TOTAL APPROPRIATION	$ 10,000.00

REASON: To appropriate the DEEP FY 13 program funding.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S CC DATE ATTEST CO. CLERK

AI-39114 **Human Resources 11. A.**

CC REGULAR

Meeting Date: 06/11/2013

Submitted By: Nereida Garza, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

Pct. 3 Road Maintenance (1200):
1. Discussion, consideration and approval to create the following temporary full time position not to exceed six (6) months:

Slot No.	Position Title	Budgeted Salary/Rate of Pay
T096	Office Clerk	$9,360.00 Per Year/ $9.00 per Hour

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

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1200-431-00-123-005-0-XXX

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

BUDGETARY IMPACT:

PCT3 RD MAINT - OTHER
Funds available as of 06/07/2013.

Attachments

JOB DESCRIPTION
PAR Forms
Fiscal Note
Salary Schedule
Intra Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/05/2013 04:53 PM
Rosalinda Cantu	Rosie Cantu	06/07/2013 01:13 PM
Obdett Calzada	Obdett Calzada	06/07/2013 02:21 PM
Purchasing Department	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Nereida Garza Started On: 06/05/2013 03:40 PM

Final Approval Date: 06/07/2013

HIDALGO COUNTY
ROAD & BRIDGE PAVED/UNPAVED

Job Title: Office Clerk **FLSA Status:** Non-Exempt

Dept No: 123 **Civil Service Status:** Exempt

SUMMARY:
Answers telephone, performs light clerical duties, greets and routes walk-ins clients.

ESSENTIAL DUTIES AND RESPONSIBILITIES:
- Answers telephones and directs phone calls to appropriate staff member; takes messages as required;
- Greets visitors and directs them to proper location;
- Maintains daily activity log sheets;
- Performs light clerical work such as typing, filing and envelope stuffing;
- May be required to attend meetings from time to time and work extra work hours as deemed necessary;
- May maintain an inventory of supplies and equipment and orders replacements as needed to insure adequate stock;
- Regular attendance is a must;
- Ability to work well with others;

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

EDUCATION and/or EXPERIENCE
- High School Diploma or GED;
- Should have experience as a receptionist, strong telephone skills and log-keeping;

CERTIFICATES, LICENSES, REGISTRATIONS
- Employee must have a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by the County's Insurance carrier;

OTHER SKILLS AND ABILITIES
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County;
- Ability to use office equipment, such as computer terminal, copier, calculator, fax machine and multi-extension telephone;

- Bilingual ability (Spanish and English) with the ability to converse in both languages, preferred;
- Knowledge of personal computer and software;
- May be required to utilize personal automobile on office related business;

PHYSICAL DEMANDS:
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job;

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, and kneel;

The employee must occasionally lift and/or move over twenty-five (25) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus;

WORK ENVIRONMENT:
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job;

The noise level in the work environment is usually moderate;

SAFETY REQUIREMENTS:
Maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include the following:
- sitting for extended periods of time;
- operating assigned equipment;

Maintain mental capacity which permits:
- making sound decisions and using good judgment;
- handling financial affairs effectively and honestly;
- maintaining confidentiality;
- demonstrating intellectual capabilities;

Effectively handle a work environment and conditions which involve:
- working closely with others;
- working in a multi-task environment;

Maintain effective audio-visual discrimination and perception needed for:
- making observations;
- reading and writing;
- operating assigned equipment;
- communicating with others;

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

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUN 05 2013
HUMAN RESOURCES
nw

DEPARTMENT NAME/NUMBER: Precinct #3 **DATE:** 6-3-13

CURRENT POSITION TITLE: ~~Office Clerk~~ Pc **CURRENT SLOT. #:** ~~005-T094~~ Pc ~~005-T95~~ T096

REQUESTED POSITION TITLE: Office Clerk Pc
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☑ Temporary Position ☐ Position Reclassification* ☑ Other ~~Extension~~

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

POSITION SALARY REQUEST:

Salary Amount: $ ~~18,720.00~~ Pc / Current Budgeted Salary $ ~~$18,720.00~~ $9,360.00 Pc / Proposed Budgeted Salary $ ~~0.00~~ $9,360.00 Pc / Net Change

Position to be funded from one of the following:

☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐ $9.00/hr. Pc

Full Time Temporary Object 121 ☑ Pc Part Time Temporary Object 122 ~~☑~~ ☐

Enter hourly rate for temp. positions

$ 9.00 X 1,040 hrs. = $9,360.00 Pc
Hourly Rate * 2,080 hrs. per year = Annual Salary Pc

TEMPORARY POSITIONS:

7-1-13	12-31-13	M-F 8:00AM - 5:00 PM	40	6 Months
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☑	Exempt	☐
Non-Exempt	☑	Non-Exempt	☑
N/A	☐		

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

Temporary office help, will assist in office and in different areas.

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

Includes, but not limited to reception duties, answer phones, copies, etc. Job description attached.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	6-3-13 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	6-5-13 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	06/07/2013 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

Friday, June 07, 2013

Rosalinda Cantu [1:33 PM]:
Norma,

Norma Ceballos [1:33 PM]:
hi

Rosalinda Cantu [1:35 PM]:
good afternoon...on the temporary position...are you creating a PART TIME temporary (object 122) or a FULL TIME temporary (object 121).....the PAR states the employee will be working 40 hours a week....but part time employees work anything less than 40 hours a week

Norma Ceballos [1:35 PM]:
full time temp

Rosalinda Cantu [1:35 PM]:
ok thank you!

Rosalinda Cantu [1:38 PM]:
i will make the change to the PAR and reattach to agenda item no. 39114. Thank you

Zimbra **rosalinda.cantu@co.hidalgo.tx.us**

Re: Requesting funding information- AI 39114 (creation of temporary position)

From : Rosalinda Cantu <rosalinda.cantu@co.hidalgo.tx.us> Fri, Jun 07, 2013 12:59 PM
Subject : Re: Requesting funding information- AI 39114 (creation of temporary position)
To : Norma Ceballos <norma.ceballos@co.hidalgo.tx.us>

Thank you.

Sincerely,

Rosalinda Cantu
Budget Analyst II
Department of Budget & Management- **Budget Division**
2818 S. Bus Hwy 281 - Edinburg, Texas 78539
(956) 292-7025 extension 5408 (956) 292-7035 Fax
rosalinda.cantu@co.hidalgo.tx.us

From: "Norma Ceballos" <norma.ceballos@co.hidalgo.tx.us>
To: "Rosalinda Cantu" <rosalinda.cantu@co.hidalgo.tx.us>
Sent: Friday, June 7, 2013 11:41:09 AM
Subject: RE: Requesting funding information- AI 39114 (creation of temporary position)

Hello Rosalinda,

Please use account 3-1200-431-00-123-005-0-890.

Thank you.

From: Rosalinda Cantu [mailto:rosalinda.cantu@co.hidalgo.tx.us]
Sent: Friday, June 07, 2013 11:13 AM
To: Ceballos, Norma
Subject: Requesting funding information- AI 39114 (creation of temporary position)

Norma,

Good morning. I am working on the backup documents to agenda item no. 39114 (creation of temporary position). I need information regarding the funding. How will this position be funded? If the position will be funded with a line item transfer, what account will be utilized

to fund the position?

Sincerely,

Rosalinda Cantu
Budget Analyst II
Department of Budget & Management- Budget Division
2818 S. Bus Hwy 281 - Edinburg, Texas 78539
(956) 292-7025 extension 5408 (956) 292-7035 Fax
rosalinda.cantu@co.hidalgo.tx.us

Hidalgo County
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, June 11, 2013 **Agenda Item:** 39114

Summary of request/proposal:
PRECINCT NO. 3 ROAD MAINTENANCE (1200):
APPROVAL TO CREATE ONE (1) TEMPORARY FULL TIME OFFICE CLERK POSITION AS FOLLOWS:

Fund	Position	Slot#	Obj	Current Budgeted Salary/ Allow.	Proposed Budgeted Salary/ Allow.	Total Requested
1200	OFFICE CLERK	T096	121	0.00	9,360.00	9,360.00
		TOTAL		**0.00**	**9,360.00**	**9,360.00**

27,006.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
3-1200-431-00-123-005-0-	121	PCT 3 ROAD MAINTEN.	TEMP F/T EMPLOYEES	$9,360.00
3-1200-431-00-123-005-0-	211	PCT 3 ROAD MAINTEN.	HEALTH INSURANCE	-
3-1200-431-00-123-005-0-	212	PCT 3 ROAD MAINTEN.	LIFE INSURANCE	-
3-1200-431-00-123-005-0-	220	PCT 3 ROAD MAINTEN.	FICA	$716.04
3-1200-431-00-123-005-0-	230	PCT 3 ROAD MAINTEN.	RETIREMENT	-
3-1200-431-00-123-005-0-	250	PCT 3 ROAD MAINTEN.	UNEMPLOYMENT COMP	$46.80
3-1200-431-00-123-005-0-	260	PCT 3 ROAD MAINTEN.	WORKER'S COMP	$4.68
			2013 Budgetary Impact	$10,127.52

2014 Budgetary Impact: **N/A**

Possible Funding Sources:
WITHIN DEPARTMENT BUDGET

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1200-431-00-123-005-0

PCT 3 ROAD MAINTENANCE

AI- 39114

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED BASE SALARY	2013 ADJUSTED AMOUNT	2013 ADJUSTED BASE SALARY	COLA %	COLA AMOUNT	OTHER INCREASE	2013 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	CHIEF ADMINISTRATOR	$84,357.00	$0.00	$84,357.00	0.03	$2,530.71	$0.00	$86,888.00	$86,888.00	$540.00	$0.00	$0.00	$0.00	$0.00	$87,428.00
0002	113	COORDINATOR	$80,982.00	$0.00	$80,982.00	0.03	$2,429.46	$0.00	$83,411.00	$83,411.00	$1,439.99	$0.00	$0.00	$0.00	$0.00	$84,850.99
0003	113	EXECUTIVE ASST	$62,986.00	$0.00	$62,986.00	0.03	$1,889.58	$0.00	$64,876.00	$64,876.00	$724.39	$0.00	$0.00	$0.00	$0.00	$65,600.39
0004	113	FIELD OPERATIONS DIRECTOR	$60,737.00	$0.00	$60,737.00	0.03	$1,822.11	$0.00	$62,559.00	$62,559.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$63,639.00
0005	113	ASSISTANT FIELD OPERATIONS DIRECT(	$54,600.00	$0.00	$54,600.00	0.03	$1,638.00	$0.00	$56,238.00	$56,238.00	$593.84	$0.00	$0.00	$0.00	$0.00	$56,831.84
0006	113	ASSISTANT FIELD OPERATIONS DIRECT(	$51,739.00	$0.00	$51,739.00	0.03	$1,552.17	$0.00	$53,291.00	$53,291.00	$360.00	$0.00	$0.00	$0.00	$0.00	$53,651.00
0007	113	ADMIN AIDE	$45,443.00	$0.00	$45,443.00	0.03	$1,363.29	$0.00	$46,806.00	$46,806.00	$540.00	$0.00	$0.00	$0.00	$0.00	$47,346.00
0008	113	PAVING SUPVSR	$43,363.00	$0.00	$43,363.00	0.03	$1,301.00	$0.00	$44,664.00	$44,664.00	$660.00	$0.00	$0.00	$0.00	$0.00	$45,324.00
0009	113	COMM LIAISON	$41,081.00	$0.00	$41,081.00	0.03	$1,232.43	$0.00	$42,313.00	$42,313.00	$360.00	$0.00	$0.00	$0.00	$0.00	$42,673.00
0010	113	MECHANIC III	$42,000.00	$0.00	$42,000.00	0.03	$1,260.00	$0.00	$43,260.00	$43,260.00	$780.00	$0.00	$0.00	$0.00	$0.00	$44,040.00
0011	113	MAINTENANCE III	$37,800.00	$0.00	$37,800.00	0.03	$1,134.00	$0.00	$38,934.00	$38,934.00	$660.00	$0.00	$0.00	$0.00	$0.00	$39,594.00
0013	113	HEAVY EQUIPMENT OPERATOR III	$33,600.00	$0.00	$33,600.00	0.03	$1,008.00	$0.00	$34,608.00	$34,608.00	$0.00	$0.00	$0.00	$0.00	$0.00	$34,608.00
0014	113	HEAVY EQUIPMENT OPERATOR III	$33,600.00	$0.00	$33,600.00	0.03	$1,008.00	$0.00	$34,608.00	$34,608.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$35,628.00
0015	113	HEAVY EQUIPMENT OPERATOR III	$33,600.00	$0.00	$33,600.00	0.03	$1,008.00	$0.00	$34,608.00	$34,608.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$35,988.00
0016	113	HEAVY EQUIPMENT OPERATOR II	$33,600.00	$0.00	$33,600.00	0.03	$1,008.00	$0.00	$34,608.00	$34,608.00	$900.00	$0.00	$0.00	$0.00	$0.00	$35,508.00
0017	113	HEAVY EQUIPMENT OPERATOR II	$33,600.00	$0.00	$33,600.00	0.03	$1,008.00	$0.00	$34,608.00	$34,608.00	$540.00	$0.00	$0.00	$0.00	$0.00	$35,148.00
0018	113	HEAVY EQUIPMENT OPERATOR II	$33,600.00	$0.00	$33,600.00	0.03	$1,008.00	$0.00	$34,608.00	$34,608.00	$360.00	$0.00	$0.00	$0.00	$0.00	$34,968.00
0019	113	HEAVY EQUIPMENT OPERATOR II	$33,600.00	$0.00	$33,600.00	0.03	$1,008.00	$0.00	$34,608.00	$34,608.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$35,688.00
0020	113	HEAVY EQUIPMENT OPERATOR II	$33,600.00	$0.00	$33,600.00	0.03	$1,008.00	$0.00	$34,608.00	$34,608.00	$720.00	$0.00	$0.00	$0.00	$0.00	$35,328.00
0022	113	HEAVY EQUIPMENT OPERATOR III	$33,600.00	$0.00	$33,600.00	0.03	$1,008.00	$0.00	$34,608.00	$34,608.00	$360.00	$0.00	$0.00	$0.00	$0.00	$34,968.00
0023	113	TRUCK DRIVER II	$32,000.00	$0.00	$32,000.00	0.03	$960.00	$0.00	$32,960.00	$32,960.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,960.00
0024	113	SUPERVISOR	$35,700.00	$0.00	$35,700.00	0.03	$1,071.00	$0.00	$36,771.00	$36,771.00	$900.00	$0.00	$0.00	$0.00	$0.00	$37,671.00
0026	113	TRUCK DRIVER II	$32,000.00	$0.00	$32,000.00	0.03	$960.00	$0.00	$32,960.00	$32,960.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,960.00
0027	113	TRUCK DRIVER II	$32,000.00	$0.00	$32,000.00	0.03	$960.00	$0.00	$32,960.00	$32,960.00	$420.00	$0.00	$0.00	$0.00	$0.00	$33,380.00
0030	113	MECHANIC II	$28,796.00	$0.00	$28,796.00	0.03	$863.88	$0.00	$29,660.00	$29,660.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,660.00
0031	113	INVOICE CLERK	$28,484.00	$0.00	$28,484.00	0.03	$854.52	$0.00	$29,339.00	$29,339.00	$441.37	$0.00	$0.00	$0.00	$0.00	$29,780.37
0032	113	TRUCK DRIVER II	$32,000.00	$0.00	$32,000.00	0.03	$960.00	$0.00	$32,960.00	$32,960.00	$480.00	$0.00	$0.00	$0.00	$0.00	$33,440.00
0033	113	TRUCK DRIVER III	$32,000.00	$0.00	$32,000.00	0.03	$960.00	$0.00	$32,960.00	$32,960.00	$420.00	$0.00	$0.00	$0.00	$0.00	$33,380.00
0034	113	TRUCK DRIVER II	$32,000.00	$0.00	$32,000.00	0.03	$960.00	$0.00	$32,960.00	$32,960.00	$780.00	$0.00	$0.00	$0.00	$0.00	$33,740.00
0035	113	TRUCK DRIVER II	$32,000.00	$0.00	$32,000.00	0.03	$960.00	$0.00	$32,960.00	$32,960.00	$780.00	$0.00	$0.00	$0.00	$0.00	$33,740.00
0037	113	MAINTENANCE II	$28,366.00	$0.00	$28,366.00	0.03	$850.98	$0.00	$29,217.00	$29,217.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,217.00
0038	113	MAINTENANCE II	$28,186.00	$0.00	$28,186.00	0.03	$845.58	$0.00	$29,032.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,840.00
0039	113	TRUCK DRIVER I	$33,600.00	$0.00	$33,600.00	0.03	$1,008.00	$0.00	$34,608.00	$34,608.00	$780.00	$0.00	$0.00	$0.00	$0.00	$35,388.00
0040	113	MAINTENANCE I	$30,000.00	$0.00	$30,000.00	0.03	$900.00	$0.00	$30,900.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,840.00
0041	113	TRF SA/SPC II	$28,116.00	$0.00	$28,116.00	0.03	$843.00	$0.00	$28,959.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0042	113	MAINTENANCE I	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$28,840.00	$900.00	$0.00	$0.00	$0.00	$0.00	$29,740.00
0043	113	HEAVY EQUIPMENT OPERATOR III	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$28,840.00	$780.00	$0.00	$0.00	$0.00	$0.00	$29,620.00
0046	113	MAINTENANCE III	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$28,840.00	$420.00	$0.00	$0.00	$0.00	$0.00	$29,260.00

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1200-431-00-123-005-0

PCT 3 ROAD MAINTENANCE

AI- 39114

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED BASE SALARY	2013 ADJUSTED AMOUNT	2013 ADJUSTED BASE SALARY	COLA %	COLA AMOUNT	OTHER INCREASE	2013 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0047	113	TRUCK DRIVER II	$32,000.00	$0.00	$32,000.00	0.03	$960.00	$0.00	$32,960.00	$32,960.00	$300.00	$0.00	$0.00	$0.00	$0.00	$33,260.00
0049	113	TRF SA/SPC II	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$28,840.00	$540.00	$0.00	$0.00	$0.00	$0.00	$29,380.00
0050	113	MAINTENANCE I	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,840.00
0051	113	MAINTENANCE I	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$28,840.00	$600.00	$0.00	$0.00	$0.00	$0.00	$29,440.00
0053	113	CUSTODIAN	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$28,840.00	$660.00	$0.00	$0.00	$0.00	$0.00	$29,500.00
0054	113	HEAVY EQUIPMENT OPERATOR II	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,840.00
0055	113	MAINTENANCE I	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$28,840.00	$360.00	$0.00	$0.00	$0.00	$0.00	$29,200.00
0056	113	MAINTENANCE I	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,840.00
0058	113	MAINTENANCE I	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$28,840.00	$420.00	$0.00	$0.00	$0.00	$0.00	$29,260.00
0059	113	MAINTENANCE I	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0060	113	MAINTENANCE I	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$28,840.00	$300.00	$0.00	$0.00	$0.00	$0.00	$29,140.00
0061	113	MAINTENANCE I	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$28,840.00	$300.00	$0.00	$0.00	$0.00	$0.00	$29,140.00
0062	113	MAINTENANCE I	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,840.00
0063	113	TIRE REPAIR	$30,000.00	$0.00	$30,000.00	0.03	$900.00	$0.00	$30,900.00	$30,900.00	$360.00	$0.00	$0.00	$0.00	$0.00	$31,260.00
0067	113	WELDER	$32,760.00	$0.00	$32,760.00	0.03	$982.80	$0.00	$33,743.00	$33,743.00	$300.00	$0.00	$0.00	$0.00	$0.00	$34,043.00
0072	113	HEAVY EQUIPMENT OPERATOR III	$33,600.00	$0.00	$33,600.00	0.03	$1,008.00	$0.00	$34,608.00	$34,608.00	$0.00	$0.00	$0.00	$0.00	$0.00	$34,608.00
0074	113	HEAVY EQUIPMENT OPERATOR III	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$28,840.00	$840.00	$0.00	$0.00	$0.00	$0.00	$29,680.00
0075	113	HEAVY EQUIPMENT OPERATOR III	$33,600.00	$0.00	$33,600.00	0.03	$1,008.00	$0.00	$34,608.00	$34,608.00	$0.00	$0.00	$0.00	$0.00	$0.00	$34,608.00
0077	113	HUMAN RESOURCES COORDINATOR II	$42,000.00	$0.00	$42,000.00	0.03	$1,260.00	$0.00	$43,260.00	$43,260.00	$0.00	$0.00	$0.00	$0.00	$0.00	$43,260.00
0078	113	MAINTENANCE II	$32,000.00	$0.00	$32,000.00	0.03	$960.00	$0.00	$32,960.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,840.00
0079	113	ASSISTANT FIELD OPERATIONS DIRECT	$51,739.00	$0.00	$51,739.00	0.03	$1,552.17	$0.00	$53,291.00	$53,291.00	$300.00	$0.00	$0.00	$0.00	$0.00	$53,591.00
0080	113	HEAVY EQUIPMENT OPERATOR I	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,840.00
0081	113	HEAVY EQUIPMENT OPERATOR I	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,840.00
0082	113	RIGHT OF WAY AGENT V	$54,526.00	$0.00	$54,526.00	0.03	$1,636.00	$8,187.00	$64,349.00	$64,349.00	$0.00	$0.00	$0.00	$0.00	$0.00	$64,349.00
0083	113	RIGHT OF WAY AGENT V	$62,475.00	$0.00	$62,475.00	0.03	$1,874.25	$0.00	$64,349.00	$64,349.00	$0.00	$0.00	$0.00	$0.00	$0.00	$64,349.00
0084	113	TRUCK DRIVER III	$32,000.00	$0.00	$32,000.00	0.03	$960.00	$0.00	$32,960.00	$32,960.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,960.00
0085	113	EXCAVATOR/HEAVY EQUIPMENT OPER	$40,425.00	$0.00	$40,425.00	0.03	$1,212.75	$0.00	$41,638.00	$41,638.00	$0.00	$0.00	$0.00	$0.00	$0.00	$41,638.00
0086	113	MAINTENANCE I	$24,880.00	$0.00	$24,880.00	0.03	$746.00	$0.00	$25,626.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0087	113	CLERK III	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$13,160.00	$42,000.00	$42,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$42,000.00
0088	113	CLERK III	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0091	113	MAINTENANCE I	$0.00	$28,000.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,840.00
T093	121	OFFICE CLERK	$0.00	$18,720.00	$18,720.00	0	$0.00	$0.00	$18,720.00	$18,720.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,720.00
T094	121	OFFICE CLERK	$0.00	$18,720.00	$18,720.00	0	$0.00	$0.00	$18,720.00	$18,720.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,720.00
0095	113	MAINTENANCE I	$0.00	$28,000.00	$28,000.00	0	$0.00	$0.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		CREATE THE FOLLOWING TEMP FULL TIME POSITION:														
T096	**121**	**OFFICE CLERK**	**$0.00**	**$9,360.00**	**$9,360.00**	**0**	**$0.00**	**$0.00**	**$9,360.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
		TOTAL	**$2,434,741.00**	**$102,800.00**	**$2,537,541.00**		**$73,881.68**	**$21,347.00**	**$2,632,770.00**	**$2,476,773.00**	**$26,479.59**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$2,503,252.59**

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1200-431-00-123-005-0

PCT 3 ROAD MAINTENANCE

AI- 39114

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED BASE SALARY	2013 ADJUSTED AMOUNT	2013 ADJUSTED BASE SALARY	COLA %	COLA AMOUNT	OTHER INCREASE	2013 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	

APPROVAL TO CREATE THE ABOVE HIGHLIGHTED POSITION.
PERSONNEL ACTIONS ARE PENDING CC APPROVAL.

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: June 7, 2013

2013
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Comm. Prct No. 3

ACCOUNT NUMBER: 3-1200-431-00-123-005-0-XXX ROAD MAINTENANCE

SUBJECT: **Intradepartmental transfer(s)**

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM Object Code	Description	TO Object Code	Description	Amount
890	OTHER	121	TEMP FULL TIME EMPLOYEES	$ 9,360.00
890	OTHER	220	FICA	$ 716.04
890	OTHER	250	UNEMPLOYMENT COMP	$ 46.80
890	OTHER	260	WORKER'S COMP	$ 4.68
			TOTAL	**$ 10,127.52**

REASON: TRANSFER TO COVER THE SALARY AND FRINGE BENEFIT EXPENDITURES OF ONE (1) NEW TEMPORARY FULL TIME OFFICE CLERK POSITION, SLOT NO. T096.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

Form DBM-201

AI-39157 **Human Resources 11. B.**

CC REGULAR

Meeting Date: 06/11/2013

Submitted By: Nereida Garza, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

Precinct # 3 (1200):
1. Approval of the following personnel actions:

Action	Position Title	Slot #	Budget Salary
Delete	Maintenance I	005-0059	$28,840.00
Create	Receptionist/Clerk	005-0097	$28,000.00

2. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1200-431-00-123-005-0-XXX

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

BUDGETARY IMPACT:

NO BUDGETARY IMPACT/ COST SAVINGS.

Attachments

FISCAL NOTE
JOB DESCRIPTION-
PAR
Revised Salary Schedule

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/07/2013 01:27 PM
Rosalinda Cantu	Rosie Cantu	06/07/2013 04:35 PM
Obdett Calzada	Obdett Calzada	06/07/2013 04:57 PM
Purchasing Department	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Nereida Garza Started On: 06/07/2013 11:33 AM

Final Approval Date: 06/07/2013

Hidalgo County
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, June 11, 2013 **Agenda Item:** 39157

Summary of request/proposal:
PRECINCT NO. 3 ROAD MAINTENANCE (1200):
APPROVAL TO DELETE/ CREATE POSITIONS AS FOLLOWS:

Fund	Position	Slot#	Obj	Current Budgeted Salary/ Allow.	Proposed Budgeted Salary/ Allow.	Total Requested
1200	MAINTENANCE I	0059	113	28,840.00	0.00	(28,840.00)
1200	RECEPTIONIST/ CLERK	0097	113	0.00	28,000.00	28,000.00
		TOTAL		**28,840.00**	**28,000.00**	**(840.00)**

27,006.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
3-1200-431-00-123-005-0-	113	PCT 3 ROAD MAINTEN.	REG F/T EMPLOYEES	($469.89)
3-1200-431-00-123-005-0-	211	PCT 3 ROAD MAINTEN.	HEALTH INSURANCE	$0.00
3-1200-431-00-123-005-0-	212	PCT 3 ROAD MAINTEN.	LIFE INSURANCE	$0.00
3-1200-431-00-123-005-0-	220	PCT 3 ROAD MAINTEN.	FICA	($35.95)
3-1200-431-00-123-005-0-	230	PCT 3 ROAD MAINTEN.	RETIREMENT	($49.34)
3-1200-431-00-123-005-0-	250	PCT 3 ROAD MAINTEN.	UNEMPLOYMENT COMP	($2.35)
3-1200-431-00-123-005-0-	260	PCT 3 ROAD MAINTEN.	WORKER'S COMP	($0.23)
			2013 Budgetary Impact	($557.76)

2014 Budgetary Impact: **($997.08)**

Possible Funding Sources:

COST SAVINGS

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
ROAD & BRIDGE
PAVED/UNPAVED

Job Title:	Receptionist/Clerk	FLSA Status:	Non-Exempt
Department:	123	Civil Service Status:	Non-Exempt

SUMMARY

Answers telephone, performs light clerical duties, greets and routes walk-in clients.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Answers telephones and directs phone calls to appropriate staff member; takes messages as required.
- Greets visitors and directs them to proper location.
- Maintains daily activity log sheets.
- Performs light clerical work such as typing, filing and envelope stuffing.
- May be required to attend meetings from time to time and work extra work hours as deemed necessary.
- May maintain an inventory of supplies and equipment and orders replacements as needed to insure adequate stock.
- Regular attendance is a must.
- Ability to work well with others.

QUALIFICATION REQUIREMENTS

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

EDUCATION and/or EXPERIENCE

- High school diploma or GED.
- Should have experience as a receptionist, strong telephone skills and log-keeping.

CERTIFICATES, LICENSES, REGISTRATIONS

- Must possess a valid Texas Drivers license;
- Must be able to be insured by the County's insurance carrier.

OTHER SKILLS AND ABILITIES

- Ability to use office equipment, such as computer terminal, copier, calculator, fax machine and multi-extension telephone.

- Bilingual ability (Spanish and English) with the ability to converse in both languages, preferred.
- Knowledge of personal computer and software.
- May be required to utilize personal automobile on office related business.
- Employee may be assigned other duties in addition to those listed, duties may change according to the changing needs of the County.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is required to sit and use hands to fingers, or feel objects, tools or controls. The employee is required to stand; walk; reach with hands and arms; and stoop, kneel, crouch or crawl.

The employee must occasionally lift and/or move up to twenty-five (25) pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle work environments and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

ACCIDENT PREVENTION PROGRAM

Required to follow all department's safety regulations.

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUN 07 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Precinct #3 **DATE:** 6-6-13

CURRENT POSITION TITLE: Maintenance I **CURRENT SLOT. #:** 005-0059

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Delete

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

POSITION SALARY REQUEST:

Salary Amount: $ 28840.00 (Current Budgeted Salary) $ -0- (Proposed Budgeted Salary) $ (28,840.00) (Net Change)

Position to be funded from one of the following:

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

☐ Other

RC

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☑	Non-Exempt	☑
N/A	☐		

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

No Longer Needed

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

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

COMMENTS: (Any comments you wish to make regarding this request)

Position is no longer needed

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	6/7/13 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	6-7-13 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	06/07/2013 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUN 07 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Precinct #3

DATE: 6-6-13

CURRENT POSITION TITLE:

CURRENT SLOT. #: 005-0096 0097 Re

REQUESTED POSITION TITLE: Receptionist/Clerk
(For new positions or reclassifications)

REQUEST FOR:

☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

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

POSITION SALARY REQUEST:

Salary Amount: $ -0- Re (Current Budgeted Salary) $ 28,000.00 (Proposed Budgeted Salary) $ 28,000.00 (Net Change)

Position to be funded from one of the following:

☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other From Deleted Maintenance I position slot 00059. Re

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☑	Non-Exempt	☑
N/A	☐		

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

Precinct #3 is a great need of a full time receptionist.

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

Job description attached

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	6/7/13 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	6.7.13 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	06/07/2013 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1200-431-00-123-005-0

PCT 3 ROAD MAINTENANCE

AI- 39157

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED BASE SALARY	2013 ADJUSTED AMOUNT	2013 ADJUSTED BASE SALARY	COLA %	COLA AMOUNT	OTHER INCREASE	2013 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	CHIEF ADMINISTRATOR	$84,357.00	$0.00	$84,357.00	0.03	$2,530.71	$0.00	$86,888.00	$86,888.00	$540.00	$0.00	$0.00	$0.00	$0.00	$87,428.00
0002	113	COORDINATOR	$80,982.00	$0.00	$80,982.00	0.03	$2,429.46	$0.00	$83,411.00	$83,411.00	$1,439.99	$0.00	$0.00	$0.00	$0.00	$84,850.99
0003	113	EXECUTIVE ASST	$62,986.00	$0.00	$62,986.00	0.03	$1,889.58	$0.00	$64,876.00	$64,876.00	$724.39	$0.00	$0.00	$0.00	$0.00	$65,600.39
0004	113	FIELD OPERATIONS DIRECTOR	$60,737.00	$0.00	$60,737.00	0.03	$1,822.11	$0.00	$62,559.00	$62,559.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$63,639.00
0005	113	ASSISTANT FIELD OPERATIONS DIRECTOR	$54,600.00	$0.00	$54,600.00	0.03	$1,638.00	$0.00	$56,238.00	$56,238.00	$593.84	$0.00	$0.00	$0.00	$0.00	$56,831.84
0006	113	ASSISTANT FIELD OPERATIONS DIRECTOR	$51,739.00	$0.00	$51,739.00	0.03	$1,552.17	$0.00	$53,291.00	$53,291.00	$360.00	$0.00	$0.00	$0.00	$0.00	$53,651.00
0007	113	ADMIN AIDE	$45,443.00	$0.00	$45,443.00	0.03	$1,363.29	$0.00	$46,806.00	$46,806.00	$540.00	$0.00	$0.00	$0.00	$0.00	$47,346.00
0008	113	PAVING SUPVSR	$43,363.00	$0.00	$43,363.00	0.03	$1,301.00	$0.00	$44,664.00	$44,664.00	$660.00	$0.00	$0.00	$0.00	$0.00	$45,324.00
0009	113	COMM LIAISON	$41,081.00	$0.00	$41,081.00	0.03	$1,232.43	$0.00	$42,313.00	$42,313.00	$360.00	$0.00	$0.00	$0.00	$0.00	$42,673.00
0010	113	MECHANIC III	$42,000.00	$0.00	$42,000.00	0.03	$1,260.00	$0.00	$43,260.00	$43,260.00	$780.00	$0.00	$0.00	$0.00	$0.00	$44,040.00
0011	113	MAINTENANCE III	$37,800.00	$0.00	$37,800.00	0.03	$1,134.00	$0.00	$38,934.00	$38,934.00	$660.00	$0.00	$0.00	$0.00	$0.00	$39,594.00
0013	113	HEAVY EQUIPMENT OPERATOR III	$33,600.00	$0.00	$33,600.00	0.03	$1,008.00	$0.00	$34,608.00	$34,608.00	$0.00	$0.00	$0.00	$0.00	$0.00	$34,608.00
0014	113	HEAVY EQUIPMENT OPERATOR III	$33,600.00	$0.00	$33,600.00	0.03	$1,008.00	$0.00	$34,608.00	$34,608.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$35,628.00
0015	113	HEAVY EQUIPMENT OPERATOR III	$33,600.00	$0.00	$33,600.00	0.03	$1,008.00	$0.00	$34,608.00	$34,608.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$35,988.00
0016	113	HEAVY EQUIPMENT OPERATOR II	$33,600.00	$0.00	$33,600.00	0.03	$1,008.00	$0.00	$34,608.00	$34,608.00	$900.00	$0.00	$0.00	$0.00	$0.00	$35,508.00
0017	113	HEAVY EQUIPMENT OPERATOR II	$33,600.00	$0.00	$33,600.00	0.03	$1,008.00	$0.00	$34,608.00	$34,608.00	$540.00	$0.00	$0.00	$0.00	$0.00	$35,148.00
0018	113	HEAVY EQUIPMENT OPERATOR II	$33,600.00	$0.00	$33,600.00	0.03	$1,008.00	$0.00	$34,608.00	$34,608.00	$360.00	$0.00	$0.00	$0.00	$0.00	$34,968.00
0019	113	HEAVY EQUIPMENT OPERATOR II	$33,600.00	$0.00	$33,600.00	0.03	$1,008.00	$0.00	$34,608.00	$34,608.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$35,688.00
0020	113	HEAVY EQUIPMENT OPERATOR II	$33,600.00	$0.00	$33,600.00	0.03	$1,008.00	$0.00	$34,608.00	$34,608.00	$720.00	$0.00	$0.00	$0.00	$0.00	$35,328.00
0022	113	HEAVY EQUIPMENT OPERATOR III	$33,600.00	$0.00	$33,600.00	0.03	$1,008.00	$0.00	$34,608.00	$34,608.00	$360.00	$0.00	$0.00	$0.00	$0.00	$34,968.00
0023	113	TRUCK DRIVER II	$32,000.00	$0.00	$32,000.00	0.03	$960.00	$0.00	$32,960.00	$32,960.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,960.00
0024	113	SUPERVISOR	$35,700.00	$0.00	$35,700.00	0.03	$1,071.00	$0.00	$36,771.00	$36,771.00	$900.00	$0.00	$0.00	$0.00	$0.00	$37,671.00
0026	113	TRUCK DRIVER II	$32,000.00	$0.00	$32,000.00	0.03	$960.00	$0.00	$32,960.00	$32,960.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,960.00
0027	113	TRUCK DRIVER II	$32,000.00	$0.00	$32,000.00	0.03	$960.00	$0.00	$32,960.00	$32,960.00	$420.00	$0.00	$0.00	$0.00	$0.00	$33,380.00
0030	113	MECHANIC II	$28,796.00	$0.00	$28,796.00	0.03	$863.88	$0.00	$29,660.00	$29,660.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,660.00
0031	113	INVOICE CLERK	$28,484.00	$0.00	$28,484.00	0.03	$854.52	$0.00	$29,339.00	$29,339.00	$441.37	$0.00	$0.00	$0.00	$0.00	$29,780.37
0032	113	TRUCK DRIVER II	$32,000.00	$0.00	$32,000.00	0.03	$960.00	$0.00	$32,960.00	$32,960.00	$480.00	$0.00	$0.00	$0.00	$0.00	$33,440.00
0033	113	TRUCK DRIVER III	$32,000.00	$0.00	$32,000.00	0.03	$960.00	$0.00	$32,960.00	$32,960.00	$420.00	$0.00	$0.00	$0.00	$0.00	$33,380.00
0034	113	TRUCK DRIVER II	$32,000.00	$0.00	$32,000.00	0.03	$960.00	$0.00	$32,960.00	$32,960.00	$780.00	$0.00	$0.00	$0.00	$0.00	$33,740.00
0035	113	TRUCK DRIVER II	$32,000.00	$0.00	$32,000.00	0.03	$960.00	$0.00	$32,960.00	$32,960.00	$780.00	$0.00	$0.00	$0.00	$0.00	$33,740.00
0037	113	MAINTENANCE II	$28,366.00	$0.00	$28,366.00	0.03	$850.98	$0.00	$29,217.00	$29,217.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,217.00
0038	113	MAINTENANCE II	$28,186.00	$0.00	$28,186.00	0.03	$845.58	$0.00	$29,032.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,840.00
0039	113	TRUCK DRIVER I	$33,600.00	$0.00	$33,600.00	0.03	$1,008.00	$0.00	$34,608.00	$34,608.00	$780.00	$0.00	$0.00	$0.00	$0.00	$35,388.00
0040	113	MAINTENANCE I	$30,000.00	$0.00	$30,000.00	0.03	$900.00	$0.00	$30,900.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,840.00
0041	113	TRF SA/SPC II	$28,116.00	$0.00	$28,116.00	0.03	$843.00	$0.00	$28,959.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0042	113	MAINTENANCE I	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$28,840.00	$900.00	$0.00	$0.00	$0.00	$0.00	$29,740.00
0043	113	HEAVY EQUIPMENT OPERATOR III	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$28,840.00	$780.00	$0.00	$0.00	$0.00	$0.00	$29,620.00
0046	113	MAINTENANCE III	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$28,840.00	$420.00	$0.00	$0.00	$0.00	$0.00	$29,260.00

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1200-431-00-123-005-0

PCT 3 ROAD MAINTENANCE

AI- 39157

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED BASE SALARY	2013 ADJUSTED AMOUNT	2013 ADJUSTED BASE SALARY	COLA %	COLA AMOUNT	OTHER INCREASE	2013 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0047	113	TRUCK DRIVER II	$32,000.00	$0.00	$32,000.00	0.03	$960.00	$0.00	$32,960.00	$32,960.00	$300.00	$0.00	$0.00	$0.00	$0.00	$33,260.00
0049	113	TRF SA/SPC II	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$28,840.00	$540.00	$0.00	$0.00	$0.00	$0.00	$29,380.00
0050	113	MAINTENANCE I	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,840.00
0051	113	MAINTENANCE I	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$28,840.00	$600.00	$0.00	$0.00	$0.00	$0.00	$29,440.00
0053	113	CUSTODIAN	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$28,840.00	$660.00	$0.00	$0.00	$0.00	$0.00	$29,500.00
0054	113	HEAVY EQUIPMENT OPERATOR II	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,840.00
0055	113	MAINTENANCE I	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$28,840.00	$360.00	$0.00	$0.00	$0.00	$0.00	$29,200.00
0056	113	MAINTENANCE I	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,840.00
0058	113	MAINTENANCE I	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$28,840.00	$420.00	$0.00	$0.00	$0.00	$0.00	$29,260.00
		APPROVAL TO DELETE THE FOLLOWING POSITION:														
~~0059~~	~~113~~	~~MAINTENANCE I~~	~~$28,000.00~~	~~$0.00~~	~~$28,000.00~~	~~0.03~~	~~$840.00~~	~~$0.00~~	~~$28,840.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0060	113	MAINTENANCE I	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$28,840.00	$300.00	$0.00	$0.00	$0.00	$0.00	$29,140.00
0061	113	MAINTENANCE I	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$28,840.00	$300.00	$0.00	$0.00	$0.00	$0.00	$29,140.00
0062	113	MAINTENANCE I	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,840.00
0063	113	TIRE REPAIR	$30,000.00	$0.00	$30,000.00	0.03	$900.00	$0.00	$30,900.00	$30,900.00	$360.00	$0.00	$0.00	$0.00	$0.00	$31,260.00
0067	113	WELDER	$32,760.00	$0.00	$32,760.00	0.03	$982.80	$0.00	$33,743.00	$33,743.00	$300.00	$0.00	$0.00	$0.00	$0.00	$34,043.00
0072	113	HEAVY EQUIPMENT OPERATOR III	$33,600.00	$0.00	$33,600.00	0.03	$1,008.00	$0.00	$34,608.00	$34,608.00	$0.00	$0.00	$0.00	$0.00	$0.00	$34,608.00
0074	113	HEAVY EQUIPMENT OPERATOR III	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$28,840.00	$840.00	$0.00	$0.00	$0.00	$0.00	$29,680.00
0075	113	HEAVY EQUIPMENT OPERATOR III	$33,600.00	$0.00	$33,600.00	0.03	$1,008.00	$0.00	$34,608.00	$34,608.00	$0.00	$0.00	$0.00	$0.00	$0.00	$34,608.00
0077	113	HUMAN RESOURCES COORDINATOR II	$42,000.00	$0.00	$42,000.00	0.03	$1,260.00	$0.00	$43,260.00	$43,260.00	$0.00	$0.00	$0.00	$0.00	$0.00	$43,260.00
0078	113	MAINTENANCE II	$32,000.00	$0.00	$32,000.00	0.03	$960.00	$0.00	$32,960.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,840.00
0079	113	ASSISTANT FIELD OPERATIONS DIRECTOR	$51,739.00	$0.00	$51,739.00	0.03	$1,552.17	$0.00	$53,291.00	$53,291.00	$300.00	$0.00	$0.00	$0.00	$0.00	$53,591.00
0080	113	HEAVY EQUIPMENT OPERATOR I	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,840.00
0081	113	HEAVY EQUIPMENT OPERATOR I	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,840.00
0082	113	RIGHT OF WAY AGENT V	$54,526.00	$0.00	$54,526.00	0.03	$1,636.00	$8,187.00	$64,349.00	$64,349.00	$0.00	$0.00	$0.00	$0.00	$0.00	$64,349.00
0083	113	RIGHT OF WAY AGENT V	$62,475.00	$0.00	$62,475.00	0.03	$1,874.25	$0.00	$64,349.00	$64,349.00	$0.00	$0.00	$0.00	$0.00	$0.00	$64,349.00
0084	113	TRUCK DRIVER III	$32,000.00	$0.00	$32,000.00	0.03	$960.00	$0.00	$32,960.00	$32,960.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,960.00
0085	113	EXCAVATOR/HEAVY EQUIPMENT OPERATOR	$40,425.00	$0.00	$40,425.00	0.03	$1,212.75	$0.00	$41,638.00	$41,638.00	$0.00	$0.00	$0.00	$0.00	$0.00	$41,638.00
0086	113	MAINTENANCE I	$24,880.00	$0.00	$24,880.00	0.03	$746.00	$0.00	$25,626.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0087	113	CLERK III	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$13,160.00	$42,000.00	$42,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$42,000.00
0088	113	CLERK III	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0091	113	MAINTENANCE I	$0.00	$28,000.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$28,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,840.00
T093	121	OFFICE CLERK	$0.00	$18,720.00	$18,720.00	0	$0.00	$0.00	$18,720.00	$18,720.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,720.00
T094	121	OFFICE CLERK	$0.00	$18,720.00	$18,720.00	0	$0.00	$0.00	$18,720.00	$18,720.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,720.00
0095	113	MAINTENANCE I	$0.00	$28,000.00	$28,000.00	0	$0.00	$0.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		CREATE THE FOLLOWING TEMP FULL TIME POSITION : (PENDING- REFERENCE AI 39114)														
T096	**121**	**OFFICE CLERK**	**$0.00**	**$9,360.00**	**$9,360.00**	**0**	**$0.00**	**$0.00**	**$9,360.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
		CREATE THE FOLLOWING REG FULL TIME POSITION:														

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1200-431-00-123-005-0

PCT 3 ROAD MAINTENANCE

AI- 39157

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED BASE SALARY	2013 ADJUSTED AMOUNT	2013 ADJUSTED BASE SALARY	COLA %	COLA AMOUNT	OTHER INCREASE	2013 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0097	113	RECEPTIONIST/ CLERK	$0.00	$28,000.00	$28,000.00	0	$0.00	$0.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		TOTAL	$2,406,741.00	$130,800.00	$2,537,541.00		$73,041.68	$21,347.00	$2,631,930.00	$2,476,773.00	$26,479.59	$0.00	$0.00	$0.00	$0.00	$2,503,252.59

APPROVAL TO DELETE/ CREATE THE ABOVE HIGHLIGHTED POSITION(S).
PERSONNEL ACTIONS ARE PENDING CC APPROVAL.

AI-38970 **Urban County** **13. A.**

CC REGULAR

Meeting Date: 06/11/2013

Submitted For: Steve de La Garza **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Approval of a Proclamation declaring June 2013 Home Ownership Month within the County of Hidalgo

BACKGROUND

In observation of National Homeownership Month and in order to raise public awareness on how to become a home owner, the Urban County Program is requesting approval to declare June 2013 Homeownership Month within the County of Hidalgo.

Attachments

Proclamation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/30/2013 09:05 AM
Purchasing Department	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Mary Flores Started On: 05/28/2013 04:53 PM

Final Approval Date: 06/07/2013

URBAN COUNTY PROGRAM
HIDALGO COUNTY
PROCLAMATION

WHEREAS, Owning a home is an essential part of the American Dream; and,

WHEREAS, Raising awareness about the importance of homeownership will assist more Americans in realizing the benefits of owning their own home; and,

WHEREAS, June has been proclaimed as National Homeownership Month and we recognize the importance of expanding the ownership of homes across our County; and,

WHEREAS, the U.S. Department of Housing and Urban Development continues to enforce the Fair Housing Act, to ensure that every American retains the fundamental right to choose where he or she lives, raises a family or owns a home; and

NOW, THEREFORE WE, by virtue of the authority vested in us as the Commissioners of the County of Hidalgo, Texas, do hereby proclaim the month of June 2013, as

HOME OWNERSHIP MONTH

throughout the Cities of Hidalgo County, Texas, and encourage all citizens to join us in recognizing that HOME OWNERSHIP plays an important role in our community.

In Witness Whereof, we have hereunto set our hands this the 11th of June, 2013.

_____
Ramon Garcia, Hidalgo County Judge

_____
A.C. Cuellar, Commissioner, Pct. # 1

_____
Hector Palacios, Commissioner Pct. # 2

_____
Joe M. Flores, Commissioner, Pct. # 3

_____
Joseph Palacios, Commissioner, Pct. # 4

Attested By: _____
Arturo Guajardo Jr., Hidalgo County Clerk

AI-38971 **Urban County 13. B.**

CC REGULAR

Meeting Date: 06/11/2013

Submitted For: Steve De La Garza **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting approval to enter into contract with Proyecto Azteca for the purpose of implementing the 2012-2016 Hidalgo County Urban County Program (UCP) Colonia Self-Help Center Project.

BACKGROUND

The Urban County Program requested proposals to enter into a "Service Provider" contract with a non-profit organization that has demonstrated ability to carry out colonia self help activities, on October 3, 2012. A committee evaluated the proposals received. Among the criteria used in the evaluation process was type of project, project location(s), previous funding and experience. The UCP requests approval to appoint Proyecto Azteca as the "Service Provider" in order to award the 2012-2016 Hidalgo County Urban County Program (UCP) Colonia Self-Help Center Project contract in the amount of $900,000 to this non-profit organization. Proyecto Azteca shall perform colonia self help activities such as new construction, small home repairs, housing rehabilitation/reconstruction, tool lending library and related activities. These activities will be undertaken within five (5) target colonias: El Charro Subdivision #2 in Precinct 2, Colonia Lucero del Norte in Precinct 1, Country View Estates in Precinct 2, Indian Hills Subdivision I in Precinct 1 and Indian Hills Subdivision II in Precinct 1.

Attachments

BACKUP

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/30/2013 09:06 AM
Purchasing Department	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Mary Flores Started On: 05/28/2013 05:00 PM

Final Approval Date: 06/07/2013

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

MEMORANDUM

DATE: May 22, 2013

TO: Diana R. Serna, Director

FROM: Steve de la Garza, Division Director-UCP Housing

RE: Hidalgo County Colonia Self-Help Center Program Committee Funding Recommendations

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The Self-Help Center Program Committee met on May 22, 2013 to review and discuss funding for the proposals submitted regarding the Texas Department of Housing Community Affairs (TDHCA) Colonia Self-Help Grant. The only proposal received was submitted by Proyecto Azteca.

A review of the proposal submitted indicates that Proyecto Azteca has numerous years of experience with housing development projects within the colonias of Hidalgo County. Additionally, Proyecto Azteca is the current recipient for the last TDHCA Self-Help Grant for Hidalgo County which was started in 2008. As such, the grading committee is recommending funding for Proyecto Azteca as follows:

	Grade	*Proposed Funding Amount*	*Award Amount Recommended*
Proyecto Azteca	94	$900,000	$900,000

Steve de la Garza

Michelle L. Mendoza

Monica Guerra

Director Approval:

_____

STATE OF TEXAS §
§ KNOW ALL BY THESE PRESENTS:
COUNTY OF HIDALGO §

IMPLEMENTATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO – URBAN COUNTY PROGRAM AND PROYECTO AZTECA TO THE 2012-2016 COLONIA SELF-HELP CENTER PROJECT

SECTION 1. PARTIES TO AGREEMENT

This Agreement is made and entered by and between the County of Hidalgo – Urban County Program (UCP) and Proyecto Azteca, a nonprofit corporation organized under the laws of the State of Texas, for the purpose of implementing the 2012-2016 Hidalgo County Colonia Self-Help Center Project, funded through Texas Community Development Program Contract Number 712013 between Hidalgo County and the Texas Department of Housing and Community Affairs, hereinafter called the TDHCA.

SECTION 2. SELF–HELP CENTER COLONIA TARGET AREAS

The Hidalgo County Self – Help Center Project will serve the El Charro Subdivision # 2, Colonia Lucero Del Norte, Country View Estates, Indian Hills Subdivision (I - East of FM 491), and Indian Hill Subdivision (II - West side of FM 491), in Hidalgo County.

SECTION 3. AGREEMENT PERIOD

This Agreement shall commence on _____ and terminate on June 26, 2016 unless otherwise agreed to in writing by both parties. Any time extensions of the date of Contract Number 712013 between the County and TDHCA will be automatically incorporated into this implementation Agreement with Proyecto Azteca without written amendment thereto.

SECTION 4. PERFORMANCE BY COUNTY

Hidalgo County shall be responsible for administering and serving as the fiscal agent for the Colonia Self-Help Center Project, consistent with TDHCA Contract Number 712013 between TDHCA and Hidalgo County. Said contract is hereby incorporated in its entirely by reference and made a part of this implementation Agreement with Proyecto Azteca.

SECTION 5. PERFORMANCE BY PROYECTO AZTECA

Proyecto Azteca hereby agrees to satisfy the project performances listed below as part of the implementation of the Colonia Self-Help Center Project, consistent with TDHCA Contract No. 712013 and the terms and considerations outlined herein.

A. Proyecto Azteca shall carry out the activities for each colonia target area, as outlined in Exhibit "A" of TDHCA Contract No. 712013, said exhibit being referred to as the Performance Statement, which is attached to this Agreement.

B. Proyecto Azteca shall carry out the activities for each colonia target area, as specified in Section 5.A above, in a manner that does not exceed the grant amount budgeted for such activities in Exhibit "B" to TDHCA Contract No. 712013, said exhibit being referred to as Self-Help Center Budget, which is attached to this Agreement.

C. Proyecto Azteca shall implement the Colonia Self-Help Center Project consistent with the Project Implementation Schedule in Exhibit "C" of TDHCA Contract No. 712013, which is attached to this agreement. Proyecto Azteca will not start work, however, until it receives a notice to proceed from the County. In the event of a conflict in the start date between Exhibit "C" and the notice to proceed, the notice to proceed shall govern.

D. Proyecto Azteca shall implement the Colonia Self-Help Center Project in full compliance with the applicable laws and regulation outlined in Exhibit "D" of TDHCA Contract No. 712013, said exhibit being referred to as Applicable Laws and Regulations, which is attached to this Agreement.

E. Proyecto Azteca will provide all necessary personnel to implement the Colonia Self-Help Center Project. Proyecto Azteca will provide all necessary plans, specifications, documents, reports, inspection, and insurances that may be needed for project completion.

F. Proyecto Azteca shall provide all required program information regarding the progress of the Colonia Self-Help Center Project to the County and/or TDHCA monitors and shall have agency representatives available during monitoring visits to Proyecto Azteca or designated colonia target areas.

G. Proyecto Azteca shall maintain proper program records and provide any necessary reports to document low and moderate income beneficiaries by race, ethnicity, gender, and disability status as may be required by the County and/or TDHCA.

H. Proyecto Azteca shall assist Hidalgo County in order to comply with all TDHCA citizen participation requirements, including the scheduling and conducting of any public hearings necessary to re-designate colonia target areas, make substantial changes in the performances outlined herein, or institute project close-out proceedings.

I. Proyecto Azteca shall assist Hidalgo County to perform any necessary studies, assessments or evaluations that may be needed to serve Self-Help Colonia target areas.

J. Proyecto Azteca shall submit to the County no later than the fifth (5^{th}) day of the month after the end of each calendar quarter of the contract period a Quarterly Progress Report of all construction and non-construction activities by budget categories performed pursuant to Exhibit "A", Performance statement, and of the expenditures and obligation of funds by budget category made pursuant to Exhibit

"B", Budget, of this contract. The Quarterly Progress Report shall be in a format prescribed by TDHCA and shall include all such activities, expenditures, and obligations made or performed under this contract during the previous quarter.

K. The Quarterly Progress Report attached to this agreement as Exhibit "E" shall include Colonia Self-Help Center Project expenditures as well as "Other" leveraged funds provided by Proyecto Azteca. The "Other" leveraged funds shall be delineated by source of funding and designated colonia per applicant in order to document allocation of total funds for said unit as required by TDHCA.

L. Proyecto Azteca will provide a single draw request at completion of each minor repair, rehabilitation, reconstruction project and/or education class. Minor repairs, rehabilitations, reconstruction projects will be in the form of an invoice indicating the name and address of the assisted family, the work completed, proof of inspection (TREC if required) and pictures of the completed work along with Form 28 (Building Contractors Request for Payment) attached to this agreement as Exhibit "F" made available by TCHCA. All other required documentation will be maintained in the clients individual project file as required by the TDHCA. For education classes Proyecto Azteca will provide an invoice for each class with Form 23 (Public Service Draw Request) made available by TDHCA and attached to this agreement as Exhibit "G".

M. Proyecto Azteca draw requests must comply with Texas Administrative Code, Title 10 Community Development, Part 1. Texas Department of Housing & Community Affairs, Chapter 25, Colonia Self-Help Centers Application Requirements, Rule 25.5, Number 6 (A): the Administration line item many not exceed 15 percent of the total budget; (B) the Public Service line item many not exceed 7.5 percent of the total budget; (C) the Application must identify at least 15 percent of the budget will be allocated for direct Self-Help activities; (D) the amount of leveraged funding, if applicable; and (E) Direct Delivery Cost for all construction activities, exclusive of Rehabilitation, cannot exceed 10 percent for each budget line each item. Direct Delivery Costs for Rehabilitation are limited to 15 percent of budget line item. As requested by TDHCA, draws requesting reimbursement for Proyecto Azteca expenditures via Colonia Self-Help Center Program construction activities per applicant mush demonstrate evidence of supportive documents reflecting expenditure of "other funds" in order to process said request.

N. At construction completion, Proyecto Azteca will provide an original completed project file for each client to the County with the required Progress Report as described in Section 5, Part J, of this Agreement.

SECTION 6. LIMIT OF LIABILITY AND RECAPTURE OF FUNDS

The total of all payments and obligations to be incurred by Proyecto Azteca under this agreement shall not exceed nine hundred thousand dollars ($900,000.00) or the actual amount of grant funds authorized by TDHCA Contract No. 712013 for UCP.

In the event Proyecto Azteca fails to fulfill its obligations under this Agreement, Proyecto Azteca shall be liable to Hidalgo County for an amount to exceed Proyecto Azteca grant funding from TDHCA Contract No. 712013. Proyecto Azteca further agrees to reimburse Hidalgo County for any TDHCA funds expended by Hidalgo County pursuant to its performance under this Agreement, if County suspends or terminates this Agreement due to nonperformance by Proyecto Azteca. Furthermore, if the persons to benefit from activities described in the "Performance Statement" attached hereto as Exhibit A are not receiving the services or a benefit as a result of non compliance procedures by Proyecto Azteca activities, Proyecto Azteca is liable to the County and /or TDHCA for any disallowed cost.

SECTION 7. AMENDMENTS TO AGREEMENT

This Agreement may be amended by mutual consent of both parties of the purpose of undertaking additional work or providing programmatic clarifications. All amendments shall incorporate all the terms and conditions contained in this Agreement.

Any work or programmatic clarification requiring a budget modification or amendment must be pre-approved by UCP and TDHCA prior to any expenditures or obligation of funds by Proyecto Azteca.

SECTION 8. CONFLICT OF INTEREST

No officer or employee of Proyecto Azteca, no member of the Counties' governing bodies, and no person who exercises any function or responsibility to this Agreement, shall participate in any decision relating to this Agreement which affects his/her pecuniary interest.

SECTION 9. POLITICAL/SECTARIAN ACTIVITY

None of the performances rendered pursuant to this Agreement shall involve, and no portion of the funds provided for in this Agreement shall be used, for political, sectarian, or religious activities.

SECTION 10. INDEMNIFICATION

To the extent permitted by Texas State Law and Constitution, Proyecto Azteca shall indemnify and hold County harmless from all suits, actions or claims of any character due to any intentional or negligent act committed by Proyecto Azteca or its agents pursuant to this Agreement.

To the extent permitted by Texas State law and the Constitution, County shall indemnify and hold Proyecto Azteca harmless from all suits actions or claims of any character due to any intentional or negligent act committed by County or their agents pursuant to this Agreement.

SECTION 11. RETENTION AND ACCESSIBILITY OF RECORDS

Proyecto Azteca shall maintain fiscal records and supporting documentation for all expenditures of funds made under this Agreement in a manner which conforms to TDHCA program

requirements. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. Proyecto Azteca shall retain such record, and any supporting documentation, for the greater of three years from closeout of this Agreement or the actual period required by TDHCA or other applicable laws and regulations.

Proyecto Azteca shall give the United States Department of Housing and Urban Development, the Inspector General, the General Accounting office, the Auditor of the State of Texas, TDHCA, and Hidalgo County, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other prepares, things, or property belonging to or in use by Proyecto Azteca pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Proyecto Azteca. Proyecto Azteca agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Law.

SECTION 12. MONITORING

Hidalgo County reserves the right to perform periodic on-site monitoring of Proyecto Azteca's compliance with the terms and conditions of this Agreement and the adequacy and time lines of Proyecto Azteca's performances. After each monitoring visit, Hidalgo County shall provide Proyecto Azteca with written a report of the monitor's findings. If the monitoring report notes deficiencies in Proyecto Azteca's performances under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by Proyecto Azteca. Failure by Proyecto Azteca to take action specified in the monitoring report may be cause for suspension or termination of this Agreement as provided below.

SECTION 13. TERMINATION

Hidalgo County shall have the right to terminate this agreement, in whole or in part, any time before the date of completion specified in Section 3 of this Agreement whenever Hidalgo County determines that Proyecto Azteca has failed to comply with any term of this Agreement. Hidalgo County shall notify Proyecto Azteca in writing thirty (30) day prior to the date of termination, stating the reasons for such termination, the effective date of such termination, and in the case of partial termination, the portion of the Agreement to be terminated.

Either of the parties to this Agreement shall have the right to terminate this Agreement, in whole or in part, when both parties agree that the continuation of the activities funded under this Agreement would not produce beneficial results commensurate with the further expenditure of funds; provided that both parties agree, in writing , upon the termination conditions, including the effective date of such termination; and in the case of partial termination, the portion of the Agreement to be terminated.

SECTION 14. LITIGATION AND CLAIMS

Proyecto Azteca shall give Hidalgo County immediate notice in writing of any legal action, including legal proceedings before an administrative agency, filed against Proyecto Azteca arising out of the performance of any obligation herein. Except as otherwise directed by Hidalgo County, Proyecto Azteca shall furnish immediately to Hidalgo County copies of all pertinent papers or information received by Proyecto Azteca with respect to such actions, proceedings, or claims.

SECTION 15. VENUNE

The parties agree that the venue for any litigation pertaining to this Agreement will be in Hidalgo County, Texas.

WITNESS THE HAND OF THE PARTIES TO THIS AGREEMENT acting through their duty authorized representatives on the _____ day of _____2013.

COUNTY OF HIDALGO, TEXAS

BY:_____
Ramon Garcia , County Judge
Hidalgo County

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk
Hidalgo County

COMMUNITY DEVELOPMENT BLOCK GRANT

BY:_____
Ann Cass
Executive Director

ATTEST:

_____

EXHIBIT A
PERFORMANCE STATEMENT

Proyecto Azteca shall carry out the following activities in the Hidalgo County Colonia Self-Help Center (SHC) service area colonias of El Charro Subdivision # 2, Colonia Lucero Del Norte, Country View Estates, Indian Hills Subdivision (I - East of FM 491), and Indian Hill Subdivision (II - West side of FM 491) as identified in the UCP SHC Program Proposal. The persons to benefit from the activities described in this Performance Statement must be receiving service or a benefit from the use of the new or improved facilities and activities for the contract obligations to be fulfilled. Proyecto Azteca shall ensure that the amount of funds expended for each activity described does not exceed the amount specified for such activity in Exhibit B, Budget.

7. Public Services (Tool Lending Library) **$12,540.00**

Proyecto Azteca shall utilize twelve thousand five hundred and forty dollars and no cents ($12,540.00) to operate one (1) tool library and maintain and purchase tools as necessary to provide tools for home construction and improvement for the benefit of property owners in colonias who are building or repairing a residence or installing necessary residential infrastructure. The tool library will provide a minimum of three hundred (300) new tool checkouts.

These activities shall benefit three thousand three hundred seventy-eight (3,378) persons of which two thousand five hundred thirty-three (2,533) or seventy-five percent (75%) are of low to moderate income.

9a. Residential Rehabilitation

Residential Rehabilitation **$109,260.00**

Contractor shall conduct nine (9) residential rehabilitations of housing units for residents of the Hidalgo County Colonia SHC service area at an average cost of twelve thousand one hundred and forty dollars and no cents ($12,140.00) that will bring the rehabilitated homes up to, at a minimum, Colonia Housing Standards.

These activities shall benefit twenty seven (27) persons, of which twenty seven (27) or one hundred percent (100%) are of low to moderate income.

Small Home Repair **$151,200.00**

Contractor shall assist forty two (42) residences within the Hidalgo County Colonia SHC service area with minor self-help methodology home repairs at an average cost of three thousand six hundred dollars and no cents ($3,600.00) that will bring the repaired section of the home up to, at a minimum, Housing Quality Standards (HQS).

These activities shall benefit one hundred twenty six (126) persons, of which one hundred twenty six (126) or one hundred percent (100%) are of low to moderate income.

15b. Not Feasible for Rehabilitation (Reconstruction) **$387,000.00**

Contractor shall conduct nine (9) reconstructions of housing units through self-help methodologies for residents of the Hidalgo County Colonia SHC service area at an average cost of forty three thousand dollars and no cents

($43,000.00) that will bring the reconstructed homes up to, at a minimum, 2006 International Residential Code Standards.

These activities shall benefit twenty seven (27) persons, of which twenty seven (27) or one hundred percent (100%) are of low to moderate income.

15c. Other 105 (a) (15) (New Construction) **$240,000.00**

Contractor shall conduct six (6) new constructions of housing units through self-help methodologies for residents of the Hidalgo County Colonia SHC service area at an average cost of forty thousand dollars and no cents ($40,000.00). Homes will be built up to, at a minimum, 2006 International Residential Code Standards.

These activities shall benefit eighteen (18) persons, of which eighteen (18) or one hundred percent (100%) are of low to moderate income.

EXHIBIT B
BUDGET

Line	Categories	Current Contract Funds	Other Funds*	TOTAL
1	Acquisition, Disposition			
2	Clearance			
3	Center/Facility			
4	Public Facilities (use 4a, 4b, or 4c)			
4a	Water			
4b	Sewer			
4c	Flood and Drainage Facilities			
5	Street/Bridges			
6	Other Public Facilities			
7	Public Service (Limited to 15% of Request)	$ 12,540		$ 12,540
8	Relocation			
9	Rehabilitation (use 9a or 9b)			
9a	Residential Rehabilitation	$ 260,460		$ 260,460
9b	Commercial Rehabilitation			
10	Public housing Modernization			
11	Removal of Architectural Barriers			
12	Planning Only			
13	Administration, Planning and Management			
14	Economic Development (use 14a, 14b or 14c)			
14a	Assistance to Non-Profit			
14b	Assistance to For- Profit Entities			
14c	Micro Enterprises or Small Business			
15	New Construction (use 15a, 15b, or 15c)			
15a	Last Resort			
15b	Not feasible for Rehabilitation (Reconstruction)	$ 387,000		$ 387,000
15c	Other 105 (a) 15 (New Construction)	$ 240,000		$ 240,000
16	Unspecified Activities			
17	Homeownership Assistance			
	Totals	$ 900,000		$ 900,000

EXHIBIT C
PROJECT IMPLEMENTATION SCHEDULE GUIDELINE

Years 1 and 2

ACTIVITY/MILESONTE/THRESHOLD	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Procurement of Professional Services			X																					
6-Month Milestone (Environmental Review Submitted)						X																		
Construction Bidding and Awarding Initiated							X																	
Construction (Initiation)								X																
18-Month Milestone (30% Expended)																		X						

Years 3 and 4

ACTIVITY/MILESONTE/THRESHOLD	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48
30-Month Milestone (60% Expended)						X												X						
42-Month Milestone (90% Expended)																							X	
Final Inspections																							X	
Final Milestone (100% Expended)																							X	
Close-Out																							X	

Contract Start Date

Contract End Date
June 26, 2016

EXHIBIT D
THE APPLICABLE LAWS AND REGUALTIONS

Proyecto Azteca shall comply with the Act and Regulations specified in Section 3 of this contract and OMV Circular and federal regulations in Section 6 of this contract; Cash Management Improvement Act regulations (31 C.F.R.Part 205); and with all other federal, state, and local laws and regulations at the laws, and the regulations promulgated thereunder specified in Section I through VII of this Exhibit Contract.

I. CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. Section 2000d et seq.); 24 C.R.R. Part I, "Nondiscrimination Federally Assisted programs of the Department of Housing and Urban Development – Effectuation of T the Civil Rights Act of 1964";

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. Sec 3602 et sq amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C.F.R. Part 107, Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063". The failure or refusal of the Subrecipient comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basic imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. Sect 6101 et seq.)

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Sec. 794.) and "Nondiscrimination Based on in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development C.F. R. Part 8. By signing this contract, the Subrecipient understands and agrees that the activities funded by operated in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S. 4152 et seq.), including the use of the telecommunications device for deaf person (TDDs) or equally communication system.

II. LABOR STANDARDS

The Davis-Bacon Act, as amended (40 U.S.C. Sec. 276a-276a-5);

The Contract Work Hours & Safety Standards Act (40 U.S.C. 327 et seq.);

The Copeland "Anti-Kickback" Act (18 U.S.C. Sec 874).

III. EMPLOYMENT OPPORTUNITITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. Sec 1701u).

IV. LEAD-BASED PAINT

Section 302 of the Lead-based Paint Poisoning Prevention Act (42 U.S.C. Sec 4831(b)) and the pro established by TDHCA thereunder.

V. ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities, 24 C.F.R. Part 58, as amended.

In accordance with the provisions of law cited in §58.1(b), the responsible entity must assumed environmental responsibilities for projects under programs cited in §58.1(b), and in doing so must comply the provision of the National Environmental Policy Act of 1969, as amended and the Council Environmental Quality regulations contained in 40 C.F.R. part 1500 through 1508. This inc responsibility for compliance with the applicable provisions and requirements of the Federal laws authorities specified in §58.5. The responsible entity must certify that it has complied with the requirement that would apply to HUD under these laws and authorities and must consider the criteria, standards and regulations of these laws and authorities.

(a) Historic Properties

(1) The National Historic Preservation Act 1969 as amended (16 U.S.C. 470 et seq.), partial sections 106 and 110 (16 U.S.C. 470 and 470h-2), except as provided in §58.17 for Section projects.

(2) Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, (36 FR 8921), 3 C.F. R. 1971-1975 Comp., p. 559, particularly section 2 (c).

(3) Federal historic preservations regulations as follows:

(i) 36 C.F.R. part 800 with respect HUD programs other than Urban Development Action (UDGA) and
(ii) 36 C.F.R. part 801 with respect UDAG

(4) The Reservoir Salvage Act of 1960 as amended by the Archeological and Historic Preservation of 1974 (16 U.S.C. 469 et seq.), particularly Section 3 (16 U.S.C. 469a-1).

(b) Floodplain management and wetland protection

(1) Executive Order 1988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 C.F.R. Comp., p. 117, as interpreted in HUD regulations as 24 C.F.R. part 55, particularly section the order (For an explanation of the relationship between the decision-making process in 24 part 55 as this part, see §55.10 of this subtitle A.)

(c) Coastal Zone Management

(1) The Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.), as amended, partial section 307(c) and (d) (16 U.S.C. 1456 (c) and (d)).

(d) Sole source aquifers

(1) The Safe Drink Water Act of 1974 (42 U.S.C. 201, 300 (f) et seq. and 21 U.S.C. 3 amended; particularly section 1424(e) (42 U.S.C. 300h-3(e).
(2) Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149).

(e) Endangered species

(1) The Endangered Species Act of 1973 (16 U.S.C. 1531 et seq.) as amended, particularly section (16 U.S.C. 1536)

(f) Wild and scenic rivers

(1) The Wild and Scenic River Act of 1968 (16 U.S.C. 1271 et seq.) as amended, particularly section 7(b) and (c) (16 U.S.C. 1278 (b) and (c))

(g) Air quality

(1) Clean Air Act (42 U.S.C. 7401 et seq.) as amended, particularly sections 176(c) and U.S.C 7506 (c) and (d)).

(2) Determining Conformity of Federal Actions to State or Federal Implementation (Environmental Protection Agency-40 C.F.R. parts 6, 51, and 93).

(h) Farmland protection

(1) Farmland Protection Policy Act of 1981 (7 U.S.C. 4201 et seq.) particularly sections 1504( ) 1541 (7 U.S.C. 4201 (b) and 4202).
(2) Farmland Protection Policy (Department of Argiculture-7 C.F.R. part 685).

(i) HUD environmental standards

(1) Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. part 51) (other than the runway clear zone and clear zone notification requirement in 24 51.303 (a)(3)

(2) HUD Notice 79-33, Policy Guidance of Address the Problems Posed by Toxic Chemical Radioactive Materials, September 10, 1979).

(j) Environmental justice

(1) Executive Order 12898 of February 11, 1994--Federal Actions to Address Environmental Justice for Minority Populations and Low-Income Populations, (59 FR 7629), 3 C.F.R., 1994 Comp. P. 85

(k) Other requirements

Section 24 C.F.R. Part 58.6.

VI. ACQUISITION/RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Section et seq.), 24 C.F.R. Part 42, C.F.R. 570.606 §104 (d) of the Housing and Community Development A in 24 C.F.R. Part 42.

VII. FAITH-BASED ACTIVITIES

Executive Order 13279 of December 12, 2002 – Equal Protection of the Laws for Faith- Based and Organization, (67 FR 77141).

EXHIBIT E
QUARTERLY PROGRESS REPORTS

Contract No.: 712013

Locality Name: Hidalgo County

Quarterly Reporting Period: ☐ Jan-Mar 20__ ☐ Apr-Jun 20__ ☐ Jul-Sep ☐ Oct-Dec 2012

1	2 TxCDBG Funds			3 Other Funds	4 ACCOMPLISHMENTS								
					Proposed				Activity this Quarter		Actual / To Date		
Line Item #, Activity & Subactivity (if applicable)	a. Current Budget	b. Total Drawn	c. Balance Remaining	Expenditures To Date	d. Deliverables	e. Total Beneficiaries	f. Total L/M Beneficiaries	g. Deliverables	h. Total Beneficiaries	i. Total L/M Beneficiaries	j. Deliverables	k. Total Beneficiaries	l. Total L/M Beneficiaries
7. Public Service *Tool Lending Library checkouts*								-	-	-	-	-	-
9a. Residential Rehabilitation *Residential Rehabiliation*								-	-	-	-	-	-
Small Home Repair								-	-	-	-	-	-
13. Administration													
15b. Not feasible for Rehabilitation *Reconstruction*								-	-	-	-	-	-
15c. Other 105(a)(15)(New Construction) *New Construction*								-	-	-	-	-	-
Total:	$ -	$ -	$ -	$ -									

MINORITY BUSINESS STATUS

Contractor/Subcontractor Name *List all contracts awarded this quarter only*	**Contract Amount** CDBG Dollars	Other Funds	Total Dollars	**Column Codes:** *See instructions for codes* A	B	C	D	E	F	G

Certification by county representative:

_____

EXHIBIT F
BUILDERS CONTRACTS REQUEST FOR PAYMENT
FORM 28

Texas Department of Housing and Community Affairs
Colonia Self Help Center Program

EQUAL HOUSING OPPORTUNITY

Building Contractor's Request for Payment

County: _____ Contract Number: _____

Homeowner: _____ Contractor: _____

Address: _____

Building Contractor's Certification and Request for Inspection and Payment

I hereby certify with my initials and signature that:

_____ The information presented on this form is true and complete to the best of my knowledge.

_____ Construction or other work performed to date on the above-referenced address has been satisfactorily completed according to the attached itemized invoice.

_____ All expenses for which payment is being requested herein were incurred on the above-referenced address.

I hereby request inspection and authorization of payment for work completed to date in the amount of:

$_____

Signature of Contractor: _____ Date: _____

Homeowner Certification

_____ I agree that the work performed to date by the above-referenced contractor has been satisfactorily completed in accordance with the construction contract and the attached itemized invoice, contingent upon concurrence with the Colonia Self Help Center authorized representative.

_____ For **small home repair**, I certify that I have received the attached list of materials in accordance with the work write-up and that all work has been completed, inspected, and approved by the Colonia Self Help Center authorized representative.

I hereby approve and authorize payment to the contractor or the small home repair activity in the amount of:

$_____

Signature of Homeowner: _____ Date: _____

Colonia Self Help Center Certification

_____ I agree that the work performed to date by the above-referenced contractor has been satisfactorily completed in accordance with the construction contract and the attached itemized invoice.

_____ For **small home repair**, I certify that the attached list of materials is in accordance with the work write-up, was delivered to the above-referenced home and that all work has been completed, inspected, and approved.

I hereby approve and authorize payment to the contractor or the small home repair activity in the amount of:

$_____

Signature of CSHC Representative: _____ Date: _____

Printed name of CSHC Representative: _____

URBAN COUNTY PROGRAM

Hidalgo County Commissioners' Court
Agenda Request Form

No. 31395
Pete De La Cruz

Date: March 7, 2012
Deadline for Action: March 20, 2011
Department: Urban County Program

Diana R. Serna, UCP Director

Meeting Date Request: March 20, 2012
Contact Person: Diana R. Serna
Phone: (956) 787-8127 Fax: (956)787-5291

Caption:

Approval of resolution authorizing the County of Hidalgo Urban County Program to submit a proposal for a Self Help Center Application to the Texas Department of Housing and Community Affairs (TDHCA) Office of Colonia Initiative (OCI) in the amount not to exceed $1,000,000 and authorizing the County Judge to act as the County's Authorized Signatory in all matters pertaining to the County's participation in the Texas Community Developments Block Program, TDHCA - OCI 2012 Self Help Center Program Fund Application.

Background:

The County of Hidalgo Urban County Program will be submitting an application for the funding of the Colonia Self Help Center Program. This application will fund housing activities in five colonia areas in Hidalgo County. Activities taken place are as follows: New construction, reconstruction, rehabilitation, home repair counseling, technology access, and other related activities. If approved, Hidalgo County Urban County Program will request proposals from service providers for implementation of the Colonia Self Help Center Program.

Please initial for approval:

Legal Counsel _____
Dept./Fund No. _____
Account Code: _____

Budget _____
Amt. Expended: $ _____
Impact on Future Budget: Yes __ No __

Human Resources _____
Funds/Staffing Budgeted: Yes:__ No:__

Comments:

APPROVED Co. Comm. Ct.
DATE 2/20/12

Action taken by Commissioner's Court:
Approved _____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote _____

c:\wpwin60\wpdocs\agreqfrm.wpd

AI-38988 **Urban County 13. C.**

CC REGULAR

Meeting Date: 06/11/2013

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

Department: URBAN COUNTY

Information

CAPTION

Urban County Program on behalf of the City of La Villa, is requesting authority to purchase Fire Station/Equipment (compressor) for the La Villa Volunteer Fire Department which shall be an integral part of the building. Purchase will be made from Casco Industries, Inc. (contract #363-10) a Buyboard vendor. The total amount for the purchase is $36,048.60 (quote attached), as requested by the La Villa Volunteer Fire Department utilizing UCP FY 25 (2012) Fire Station/Equipment line item and City of La Villa general funds.

BACKGROUND

The Fire Station/Equipment (compressor) will be utilized by the La Villa Volunteer Fire Department.

Vendor:	**Casco Industries, Inc.**
Purchase Amount:	**$ 36,048.60**
Funds Available:	$ 35,900.00 FY 25 (2012) – Fire Station/Equipment
City Funds:	$ 148.60 City of La Villa general funds
Total:	$ 36,048.60

Attachments

City of La Villa Agenda Backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/30/2013 09:19 AM
Purchasing Department	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Mary Flores Started On: 05/29/2013 03:33 PM

Final Approval Date: 06/07/2013

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM

Price Proposal Form

Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase. Use additional forms as needed.

Name of Cooperative: Buy board **Person Contacted:** Bob Yancey

Purchase #1 **Vendor Name: Casco Inc.** **Contract No. :**363-10 **Phone:** (281) 442-1800

Quantity	Description of Items	Price per Unit	Total Amount
1	Bauer Compressor	$39,209.00	$35,288.10
1	Dual Fill / Position	$425.00	$382.50
1	CGA 346	$250.00	$225.00
1	HOS 25' Hose	$170.00	$153.00

TOTAL:	**$36,048.60**

Recommendation:

Requested by: Date 4-24-13 **UCP Approval:** Date 5/29/13

Received
APR 25 2013
Urban County Program

UCA-5

REVSED JUNE 2009

QUOTATION

Casco INDUSTRIES, INC.

Fire Equipment Sales & Service

Providing Protection for those Who Protect Us since 1950

LaVilla, TX FD
Attention: Dino

When entering a P.O., please make sure the ship to address is supplied, the pressure setting and voltage. An order cannot be processed until these items are supplied
If test documents ($110.00) and certificate of origin ($ 270.00) required must be requested at time of purchase order.

BUY BOARD CONTRCT # 363-10 **April 05, 2013**

1	1	**Bauer Compressor Model mini-Unicus I-13H-E3** **Special Package E, with standard scope of supply** **Motor, starter, V-belt drive, PLC controller,** **NEMA 4 rated electrical enclosure, UL listed** **Control panel, ACD system, inter-stage gauges,** **CO monitor w/calibration, Remote fill,** **Two (2) UN (DOT-) code stamped air cylinders** **Sound attenuating enclosure w/slam-action,** **Two position containment fill station** **And Securus purification system**	**List: $ 39,209.00**	**Your Cost $35,288.10**
2	1	**Dual Fill/1 position (2216/4500)**	**List: $ 425.00**	**Your Cost : $ 382.50**
3	1	**CGA 346 (BFFD 346)**	**List: $ 250.00**	**Your Cost $225.00**
4	1	**HOS 0129 (25 ft. hose)**	**List: $ 170.00**	**Your Cost $153.00**

Total List $40,054.00 **Buy Board Cost $36,048.60**

Compressor System Performance

Maximum Pressure	6,000 PSI
Charging Rate SCFM	13.0
Free Air Delivery	8.1
Motor Horsepower	10
Number of Stages	4
Motor Voltage	230 Volt, 3-phase, 60 Hz
Purification System	P 2 Securus
Air Processing Capability	67,000 cubic feet
Dimensions	L 72 in; W 34 in, H 70 in.
Weight	2300 lbs.

Current production lead time is 8 to 10 weeks after receipt of your valued order

BuyBoard® Cooperative Purchasing

Administration | RFQ | Reports

Search Results

Search:

casco

- (•) All
- ( ) Vendor Discounts Only
- ( ) Catalog Pricing Only

Vendors
None Selected
Price Range
Show all prices
Category
None Selected
Contract
None selected

Show 25 results Narrow Res

Vendor	Description
Casco Industries, Inc.	10% Discount Off Bauer Compressors Pricelist for all C Supplies.

Showing 1 to 1 of 1 entries (filtered from 60 total entries)

Additional Searches:

Search by Vendor

Browse Contracts

Instructional Materials

Additional Resources

Contact us 800-695-2919

BAUER COMPRESSORS

UNICUS III PRICE LIST

Effective: 01/01/11

Model	Charging rate[1]		Number of stages	Motor		FAD[2]	RPM	Purification system	Price
	scfm	l/min		hp	kW				
5000 psig (345 bar)									
UNIII/20-E3	21	595	4	15	11	17.5	1300	P5 SECURUS	$44,483
UNIII/26-E3	26.4	748	4	20	15	22	1350	P5 SECURUS	$50,060
UNIII/42-E3[3]	42	1190	4	30	22	35	1300	P10 SECURUS	$67,393
6000 psig (414 bar)									
UNIII/10H-E1	9.7	275	4	7.5	5.6	8.1	1180	P2 SECURUS	$40,324
UNIII/10H-E3	9.7	275	4	7.5	5.6	8.1	1180	P2 SECURUS	$40,001
UNIII/13H-E1	13	368	4	10	7.5	10.8	1420	P2 SECURUS	$42,509
UNIII/13H-E3	13	368	4	10	7.5	10.8	1420	P2 SECURUS	$42,185
UNIII/18H-E3	18	510	4	15	11	15	1325	P5 SECURUS	$47,910
UNIII/25H-E3	25.2	714	5	20	15	21	1300	P5 SECURUS	$52,585
UNIII/35H-E3[3]	35.9	1017	4	30	22	29.8	1200	P10 SECURUS	$69,454

1) Based on recharging an 80 cubic foot tank from 500 to 3000 psig.
2) Compressor capacity referenced to standard inlet conditions.
3) Reference drawing ASY-2003.
E1 = Single phase electric, 230 VAC/60 Hz. E3 = Three phase electric, 230/460 VAC/60 Hz. Other voltages available on request.

Optional Accessories

Item	Part number	Price
Electronic carbon monoxide monitor complete with calibration kit wired for alarm and shutdown (Calibration gas included)	/MNR-29/CAL	$3,166
Each additional ASME 5000 psig cylinder with relief valve and mounting clamps	/CYL-9/5K	$2,476
Each additional ASME 6000 psig cylinder with relief valve and mounting clamps	/CYL-9/6K	$2,693
Panel mounted remote fill hose connection. Includes bulkhead fitting, adjustable regulator for up to 6000 psig service, gauge, isolation valve and quick connect/disconnect fitting (hose not included)	/RF/REG	$1,061
UNIII remote fill hose connection including adjustable regulator for up to 6000 psig service, gauge and isolation valve connected to a cabinet enclosed hose reel with 75 feet of hose rated for 6000 psig service	UNIII/RF/REL-9	$2,335
Safety relief valve for additional dedicated fill pressure (specify fill pressure)	/ADD FILL	$207*
DUAL-FILL, high/low, quick connect fill system (specify fill pressures)	DUAL-FILL/1 Position	$425
DUAL-FILL, high/low, quick connect fill system (specify fill pressures)	DUAL-FILL/2 Position	$761
DUAL-FILL, high/low, quick connect fill system (specify fill pressures)	DUAL-FILL/3 Position	$1,036
TRI-FILL, high/low/SCUBA, quick connect fill system (specify fill pressures)	TRI-FILL/1 Position	$648
TRI-FILL, high/low/SCUBA, quick connect fill system (specify fill pressures)	TRI-FILL/2 Position	$1,141
TRI-FILL, high/low/SCUBA, quick connect fill system (specify fill pressures)	TRI-FILL/3 Position	$1,540
Stainless steel fill adaptors	SS/3 Position	$196

*Per fill position.

BAUER COMPRESSORS

VERTECON II PRICE LIST

Effective: 01/01/11

Model	Charging rate[1]		Number of stages	Motor		FAD[2]	RPM	Purification system	Price
	scfm	l/min		hp	kW				
5000 psig (345 bar)									
VTC-06-E1	6	170	3	5	3.7	5	1050	P0	$9,854
VTC-06-E3	6	170	3	5	3.7	5	1050	P0	$9,789
VTC-08-E1	8.4	238	3	7.5	5.6	7	1250	P31	$10,485
VTC-08-E3	8.4	238	3	7.5	5.6	7	1250	P31	$10,263
VTC-20-E3	21	595	4	15	11	17.5	1300	P5	$23,103
VTC-26-E3	26.4	748	4	20	15	22	1350	P5	$28,232
6000 psig (414 bar)									
VTC-05-E1	5	142	3	5	3.7	4	1050	P2 SECURUS	$16,821
VTC-05-E3	5	142	3	5	3.7	4	1050	P2 SECURUS	$16,757
VTC-10-E1	9.7	275	4	7.5	5.6	8.1	1180	P2	$17,648
VTC-10-E3	9.7	275	4	7.5	5.6	8.1	1180	P2	$17,192
VTC-13-E1	13	368	4	10	7.5	10.8	1420	P2	$18,102
VTC-13-E3	13	368	4	10	7.5	10.8	1420	P2	$17,645
VTC-18-E3	18	510	4	15	11	15	1325	P5	$26,520
VTC-25-E3	25.2	714	5	20	15	21	1300	P5	$31,695

1) Based on recharging an 80 cubic foot tank from 500 to 3000 psig. 2) Compressor capacity referenced to standard inlet conditions.
E1 = Single phase electric, 230 VAC/60 Hz. E3 = Three phase electric, 230/460 VAC/60 Hz. Other voltages available on request.

Optional Accessories

Item	Price
Interstage gauges (locally mounted, 3-stage)	$168
Interstage gauges (locally mounted, 4-stage)	$224
Interstage gauges (locally mounted, 5-stage)	$279
Automatic condensate drain - 3-stage	$1,743
Automatic condensate drain - 4-stage	$1,888
SECURUS	$720
Dual pressure switch	$1,512
Visual CO/Moisture monitor indicator	$124
Electronic carbon monoxide monitor complete with calibration kit wired for alarm and shutdown. (Calibration gas included)	$3,166
Purification upgrades (P0 to P31)	$754
Purification upgrades (P0 to P2)	$1,597
Purification upgrades (P31 to P2)	$948
Purification upgrades (P2 to P5)	$1,188

BAUER COMPRESSORS

MINI & MAXI VERTICUS PRICE LIST

Effective: 01/01/11

Model	Charging rate[1]		Number of stages	Motor		FAD[2]	RPM	Purification system	Price
	scfm	l/min		hp	kW				
5000 psig (345 bar)									
mVT6-E1	6	170	3	5	3.7	5	1050	P2 SECURUS	$16,723
mVT6-E3	6	170	3	5	3.7	5	1050	P2 SECURUS	$16,678
mVT8-E1	8.4	238	3	7.5	5.6	7	1250	P2 SECURUS	$17,903
mVT8-E3	8.4	238	3	7.5	5.6	7	1250	P2 SECURUS	$17,808
MVT20-E3	21	595	4	15	11	17.5	1300	P5 SECURUS	$29,337
MVT26-E3	26.4	748	4	20	15	22	1350	P5 SECURUS	$33,596
MVT42-E3[3]	42	1190	4	30	22	35	1300	P10 SECURUS	$54,477
6000 psig (414 bar)									
mVT5-E1	5	142	3	5	3.7	4	1050	P2 SECURUS	$17,946
mVT5-E3	5	142	3	5	3.7	4	1050	P2 SECURUS	$17,903
mVT10-E1	9.7	275	4	7.5	5.6	8.1	1180	P2 SECURUS	$24,744
mVT10-E3	9.7	275	4	7.5	5.6	8.1	1180	P2 SECURUS	$24,394
mVT13-E1	13	368	4	10	7.5	10.8	1420	P2 SECURUS	$26,123
mVT13-E3	13	368	4	10	7.5	10.8	1420	P2 SECURUS	$25,564
MVT18-E3	18	510	4	15	11	15	1325	P5 SECURUS	$31,184
MVT25-E3	25.2	714	5	20	15	21	1300	P5 SECURUS	$35,364
MVT35-E3[3]	35.9	1017	4	30	22	29.8	1200	P10 SECURUS	$57,249

1) Based on recharging an 80 cubic foot tank from 500 to 3000 psig.
2) Compressor capacity referenced to standard inlet conditions.
3) 30 hp units are in a cabinet other than depicted.
E1 = Single phase electric, 230 VAC/60 Hz. E3 = Three phase electric, 230/460 VAC/60 Hz. Other voltages available on request.
mVT = MINI VERTICUS MVT = MAXI VERTICUS

Optional Accessories

Item	Part number	Price
Dual pressure switch	/DPS-2	$1,516
Visual CO/Moisture monitor indicator (5000 psig service only)	/IND-16	$124
Visual CO/Moisture monitor indicator (6000 psig service only)	/IND-35	$181
Electronic carbon monoxide monitor complete with calibration kit wired for alarm and shutdown. (Calibration gas included)	MNR-29	$3,166
SCUBA fill hose assembly, 5 ft length	BFDV	$250
SCBA (CGA-346) fill hose assembly, 5 ft length	BFFD-346	$250
SCBA (CGA-347) fill hose assembly, 5 ft length	BFFD-347	$297
Interstage pressure gauges mounted (3-stage)	/GAUGES/3 STG	$168
Interstage pressure gauges mounted (4-stage)	/GAUGES/4 STG	$224

AI-39069 **Urban County 13. D.**

CC REGULAR

Meeting Date: 06/11/2013

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 Urban County Program Substantial Amendment to the existing Urban County Program work plan for FY 26 (2013).

2. Requesting approval of a Substantial Amendment for Hidalgo Urban County Program Fiscal Year 26 (2013) Annual Action Plan. The proposed substantial amendment is required due to final funding allocation being released by Congress. The Annual Action Plan was originally submitted to the Housing and Urban Development HUD office on May 10, 2013 with preliminary numbers.

BACKGROUND

A Public Hearing was held on June 11, 2013 at 9:30 a.m. and the citizen participation requirements have been met. See attached detailed amendment.

Original Budget Proposed	Substantial Amendment
C.D.B.G $7,322,222.00	C.D.B.G. $ 7,728,140.00
HOME $1,585,892.00	HOME $ 1,621,556.00
E.S.G. $ 628,449.00	E.S.G. $ 562,292.00
TOTAL : $9,536,563.00	TOTAL: $ 9,911,988.00

Attachments

Agenda Backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/05/2013 01:07 PM
Purchasing Department	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Mary Flores Started On: 06/04/2013 09:31 AM

Final Approval Date: 06/07/2013

PUBLIC HEARING NOTICE

HIDALGO COUNTY
URBAN COUNTY PROGRAM

Publication Date: June 7, 2013

In compliance with the Hidalgo County Urban County Program Citizen Participation Plan Policies and Procedures, **Hidalgo County** will conduct a public hearing to solicit input from interested parties on the **UCP Substantial Amendment for the FY 26 (2013) Annual Action Plan** for Community Planning & Development (CDBG, HOME, ESG).

The public hearing will be held on **Tuesday**, **June 11, 2013** at **9:30 A.M.** at the following location:

Hidalgo County Commissioner's Court
415 West University Drive
Edinburg, Texas 78539

Notice is hereby given that the County of Hidalgo has completed its proposed One year Action Plan for 2013 (Program Year 26) and are hereby now submitting a Substantial Amendment for the Additional Funds received for the Community Development Block Grant and reductions to the HOME Grant and the Emergency Solutions Grant Programs. The total revised allocation for year 2013 is now $9,911,988.00. The County, through the Urban County Program and in cooperation with the precincts, cities and agencies listed below, will submit its Substantial Amendment on the Hidalgo County Community Development Block Grant, HOME Grant and the Emergency Solutions Grant Program (ESG) to the U.S. Department of Housing and Urban Development (HUD), San Antonio Office, H. F. Garcia Federal Bldg/U.S. Courthouse 615 E. Houston Street, Suite 347, San Antonio, TX 78205, on or about Friday, June 14, 2013.

Accommodations for individuals with handicaps shall be provided upon request.

Las presentaciones se haran en español para aquellas personas que asi lo deseen.

For more information, please come by our office or call **(956-787-8127)**. Written comments can be forwarded to :

Diana R. Serna, Director
Hidalgo County Urban County Program

3304 West Alberta Road,
Edinburg, Texas 78539

County of Hidalgo
Urban County Program – 2013 One Year Action Plan (Substantial Amendment)

The County of Hidalgo One year Action Plan, administered through the Urban County Program, encompasses direct funding from the Community Development Block Grant (CDBG), HOME, and Emergency Solutions Grant (ESG) Program

The list below shows only the amended Line items from the original application submitted to HUD:

Activity Description	Existing Amount	Amended Amount
CDBG	**$ 7,322,222.00**	**$ 7,728,140.00**
Alton Neighborhood Facility	$ 244,940.00	$ 263,068.00
Elsa Parks, Recreational Facility	$ 236,872.00	$ 255,000.00
Granjeno Parks, Recreational Facility	$ 257,772.00	$ 275,900.00
Sullivan City Parks, Recreational Facility	$ 86,872.00	$ 105,000.00
Pct. #4 Parks, Recreational Facility	$ 300,610.00	$ 336,075.00
Alamo Water/Sewer Improvements	$ 230,772.00	$ 248,900.00
La Villa Water/Sewer Improvements	$ 242,772.00	$ 260,900.00
Weslaco Water/Sewer Improvements	$ 264,934.00	$ 285,000.00
Edcouch Street Improvements	$ 256,872.00	$ 275,000.00
La Joya Street Improvements	$ 129,272.00	$ 147,400.00
Palmview Street Improvements	$ 257,272.00	$ 275,400.00
Penitas Street Improvements	$ 196,872.00	$ 215,000.00
Progreso Street improvements	$ 220,772.00	$ 238,900.00
San Juan Street Improvements	$ 253,936.00	$ 272,064.00
Pct. #1 Street Improvements	$ 254,220.00	$ 279,685.00
Pct. #2 Street Improvements	$ 300,022.00	$ 330,487.00
Pct. #3 Street Improvements	$ 241,258.00	$ 271,723.00
Mercedes Fire Station	$ 67,161.00	$ 85,289.00
Alamo Public Service (General)	$ -	$ 30,000.00
Alamo Youth Services	$ 30,000.00	$ -
La Joya Public Service (General)	$ -	$ 40,000.00
La Joya Youth Services	$ 40,000.00	$ -
Mercedes Public Service General	$ 19,500.00	$ 12,000.00
Mercedes Youth Services	$ 7,500.00	$ -
San Juan Public Service (General)	$ -	$ 10,000.00
San Juan Youth Services	$ 10,000.00	$ -
Sullivan City Public Service (General)	$ -	$ 3,000.00
Sullivan City Youth Services	$ 3,000.00	$ -
Pct. #1 Public Service (General)	$ 44,500.00	$ 77,500.00
Pct. #1 Youth Service	$ 28,000.00	$ -
Pct. #2 Public Service (General)	$ 19,698.00	$ 52,198.00
Pct. #2 Youth Service	$ 32,500.00	$ -
Pct. #3 Public Service (General)	$ 11,942.00	$ 49,962.00

Pct. #3 Youth Service	$	38,020.00	$	-
Pct. #4 Public Service (General)	$	10,210.00	$	76,610.00
Pct. #4 Youth Service	$	65,400.00	$	-
Donna Public Service (General)	$	-	$	6,576.00
Donna Senior Service	$	-	$	6,576.00
Donna Transportation	$	15,024.00	$	20,000.00
Hidalgo Non-Residential Historical Pres.	$	260,772.00	$	278,900.00
General Administration	$	1,297,781.00	$	1,284,892.00

HOME	**$**	**1,585,892.00**	**$**	**1,621,556.00**
General Administration	$	158,589.00	$	162,155.00
Owner Occupied Rehabilitation Program	$	977,303.00	$	809,401.00
Rental Program	$	-	$	200,000.00

EMERGENCY SOLUTIONS GRANT	**$**	**628,449.00**	**$**	**562,292.00**
ESG Administration	$	47,134.00	$	42,175.00
Women Together Inc.	$	198,577.00	$	178,900.00
Catholic Charities of the RGV	$	167,200.00	$	149,500.00
Advocacy Resource Center for Housing	$	124,813.00	$	111,500.00
Salvation Army	$	90,725.00	$	80,217.00

The breakdown on the Amended 2013 Allocation- Hidalgo County Urban County Program

1. C.D.B.G. $ 7,728,140.00
2. HOME $ 1,621,556.00
3. E.S.G. $ 562,292.00

Total Grant Amount: $9,911,988.00

AI-39072 **Right of Way 15. A.**

CC REGULAR

Meeting Date: 06/11/2013

Submitted For: Lupe Rodriguez **Submitted By:** Angela Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Discussion, consideration and approval to purchase a certain tract of land also known as Parcel 4b, South McColl Offsite Drainage Project.

BACKGROUND

signed docs will be attached monday morning

Attachments

backup

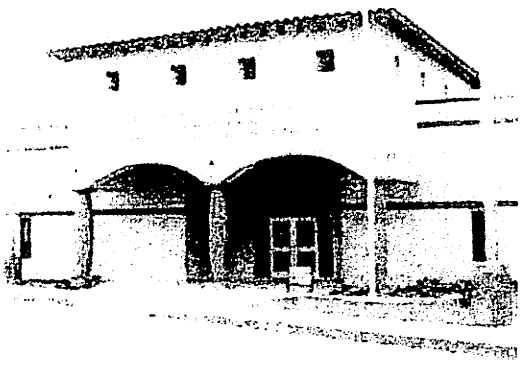
Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/05/2013 01:10 PM
Olga Garza	Olga Garza	06/06/2013 05:09 PM
Purchasing Department	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Angela Garcia Started On: 06/04/2013 11:12 AM

Final Approval Date: 06/07/2013

COUNTY of HIDALGO
Precinct No. 2



[illegible]
County Commissioner

MEMO

TO: Commissioner's Court

FROM: Guadalupe Rodriguez
Hidalgo County Right of Way Department

TE: June 3, 2013

RE: South McColl Offsite Drainage Project (Parcel # 4-B)
Hidalgo County Irrigation District # 2

Attached please find letter provide by property owner for above-mentioned project.

Appraised Value:	$ 2,900.00
Settlement Request:	$ 3,100.00
Difference to Landowner	$ 200.00

Commissioners Court Executive Session June 4, 2013

Approved;

Not Approved;

[illegible]
100 West Ed Carey, Suite B
Pharr, TX 78577
Tel: [illegible] Fax: [illegible]

Precinct 2 Office
301 E. State st.
Pharr, TX 78577

Board of Directors

Allen Arnold	J.D. Dreibelbis	Fred Schuster	Karl Obst	M.G. Dyer
President	*Vice-President*	*Secretary*	*Asst. Secretary*	*Member*

Sonny Hinojosa, General Manager

Hidalgo County Irrigation District Number Two

P.O. Box 6, San Juan, Texas 78589 (956) 787-1422 FAX (956) 781-7622

May 20, 2013

Jaime Salinas
Right of Way Agent
County of Hidalgo, Pct. #2
300 W. Hall Acres, Suite G
Pharr, TX 78577

RE: Parcel 4-B, South McColl Offsite Drainage Project

Dear Mr. Salinas:

The Board of Directors of the HCID#2 considered your offer of $2,900 for the 0.145 acre tract from the above referenced Project. The Board did not accept the offer, but will accept $3,100.

Please advise if the counter offer is acceptable.

Sonny Hinojosa
General Manager

SH:asm

REAL ESTATE APPRAISAL REPORT
TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property:	South McColl Road, approx. 516 lineal feet south of Thomas Road, Hidalgo County, Texas.	District	Pharr
		ROW CSJ:	0921-02-938
Property Owner:	Hidalgo County Irrigation District Number	Parcel:	4B
Address of Property Owner:	P.O. Box 6 San Juan, Texas 78589	Federal Project No:	N/A

Occupant's Name: Vacant Agricultural

Whole: ☐ Partial: ☑ Acquisition Highway: South McColl Offsite Drainage Project County: Hidalgo County

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and sulphur. If this acquisition is of less than the whole property, then any special benefits and/or damages to the remainder property must be included in accordance with the laws of Texas.

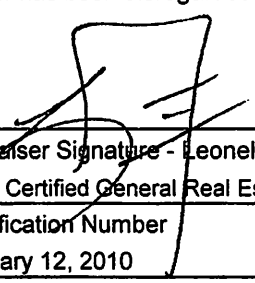
Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

Certificate of Appraiser

I hereby certify that, it is my opinion the total compensation for the acquisition of the herein described property is $2,900 as of November 24, 2009, based upon my independent appraisal and the exercise of my professional judgment; on November 24, 2009, (date)(s), I personally inspected in the field the property herein appraised; I afforded Hidalgo County Irrigation District Number 2, the property owner or the representative of the property owner, the opportunity to accompany me at the time of the inspection. The comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on November 23, 2009 (date)(s), I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the, County of Hidalgo or officials of the Federal Highway Administration until authorized by County officials to do so, or until I am required to do so by due process of law or until I am released from this obligation by having publicly testified to such findings; and, my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

I certify to the best of my knowledge and belief that the statements of fact contained in this report are true and correct; the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions; I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved; and, my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are noncompensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement other than that due to the physical deterioration within the reasonable control of the owner has been disregarded in estimating the compensation for the property.



Appraiser Signature - Leonel Garza III

State Certified General Real Estate Appraiser - TX 1328375-General

Certification Number

January 12, 2010

Date

To the best of my knowledge, the value does not include any items which are not compensable under the State law.

District Reviewing Appraiser Date

Certificate of Appraisal

This appraisal report conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Standards Board of the Appraisal Foundation. The subject property was analyzed utilizing the Cost Approach to value which is a Sales Comparison Approach to the subject as if vacant and includes the estimated depreciated market value of real estate improvements located within the part to be acquired. This is further explained within each section of the appraisal report.

Identification of Client & Intended User of Appraisal Report

The client for this report is identified as Hidalgo County Precinct No. 2 under the direction of Honorable Hidalgo County Commissioner Hector "Tito" Palacios. Commissioner Palacios and others which would be involved with the acquisition of said proposed right-of-way. The part to be acquired is for the South McColl Offsite Drainage Project, a drainage project to be utilized in conjunction with the expansion of the existing road right-of-way of South McColl Road with the project limits being McColl Road to HCDD #1 South Floodwater Channel within the city of McAllen ETJ

The intended use of the report is to assist Lupe Rodriguez, Right-of-Way Agent and others involved with the project, for future negotiations of acquiring a portion of said property as fee simple in the name of the Hidalgo County Irrigation District No. 2. This report is not intended for any other use, unless specified by the client. The clients have identified that the report shall be a limited restricted appraisal report, which is to conform to the ROW-A-6 Form Rev. 7/2004. The intended user of the report is defined as Hidalgo County Precinct No. 2 and may include other governmental entities which may be participating in the project. Mr. Lupe Rodriguez, Right-of-Way Agent of the Hidalgo County Right-of-Way Department, shall be the project manager for this project under the direction of Commissioner Hector "Tito" Palacios. Mr. Rodriguez has a local office located at 2401 N Moorefield Road, Mission, Texas and can be contacted at (956) 283-8134.

Scope of the Assignment

By work order dated November 20, 2009, Lupe Rodriguez on behalf of Hidalgo County Right-of-Way Department and Hidalgo County Precinct No. 2, requested for Leonel Garza Jr. & Associates LLC to prepare an appraisal report of the part to be acquired as described by survey and metes and bounds created by R. Gutierrez Engineering located at 130 E. Park Ave., Pharr, Texas. The scope of the assignment is to appraise the area as fee simple, to be acquired as indicated by the survey as of the date of on-site or off-site inspection as permitted by the owner of record. Market sales within the market area and comparable market areas are to be identified and analyzed for comparability and for their reliability in determining the estimated market value of the subject property. The comparables have been collected, confirmed and analyzed with respect to comparability to the subject property. These comparable sales were gathered through various sources which included the Greater McAllen Multiple Listing Service, local Realtors & Brokers, Real Estate Appraisers, and conversations with various owners along the project. The appraisal report shall indicate the current market value of the subject property as per date of on-site and or off-site inspection. This inspection is limited by the permissibility of the subject owner as per date of report. A copy of a certified letter of intent to inspect said property is located within the addenda of this appraisal report. In the event an on-site inspection was not permitted, the appraiser continued the inspection off-site along existing road right-of-way.

Purpose of the Appraisal Report

This appraisal is prepared for the purpose of estimating the current market value of the fee simple estate of the subject property in order to determine the value of the proposed right-of-way to be acquired by the County of Hidalgo, as defined within this report. This appraisal does not include any enhancement in value resulting from items of intangible personal property such as marketing and management skill, an assembled work force, working capital, trade names, franchises, patents, trademarks, contracts, leases (mineral and or ground lease), or operating agreements and project influence (if any exist). The area to be acquired may contain personal property items and or real estate items, which may be compensable for the purpose of right-of-way acquisition only. These items deemed compensable shall be included within the body of the report and itemized for clarity. Any improvements not located within the part to be acquired and outside of the permissibility of inspection as defined by the subject owner, shall be given a stated value based on the assessment established by the corresponding Appraisal District and or by off-site estimation by appraiser as they are not affected by the acquisition.

Property Rights Appraised

As per scope of the assignment the property rights being appraised in this report consist of the fee simple estate of the subject property. Fee Simple Estate is defined by the Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 113, by the Appraisal Institute as being: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

Accessibility To Subject Property

The owner of record of the subject property, as per the Hidalgo County Appraisal District was sent a letter of intent to inspect the subject property. The letter afforded the property owner the opportunity to accompany the appraiser during the on or off-site inspection of the subject property. A copy of the certified letter is located within the addenda of this report. In the event no written or verbal permission was granted to the office of Leonel Garza Jr. & Associates LLC prior to date of inspection, the inspection proceeded off-site along existing road right-of-way. The property owner shall reserve the right to contact this office after the date of inspection for an additional on-site inspection in their presence.

Analysis of Subject As A Whole

A survey of the property owners entire tract was not performed as the part to be acquired incorporates a portion of land located along the most eastern property boundry. As per scope of the assignment, the subject property shall be analyzed based on the combined information of several sources including, the survey provided, on-site and or off-site inspection, personal interviews, and information gathered from the local appraisal district. The property was analyzed based on the whole property less any existing road right-of-way or encumbering easements. Based on the inspection of the subject property and the evaluation of the subject as a whole, the remainder shall not be affected by the part to be acquired and therefore shall not be included within the valuation of this report.

Economic Unit Analysis

The subject property shall be analyzed based on a 3.039 acre tract of land as per survey. However, the subject property is part of a larger tract of land of which was considered for the analysis of the subject property unit value. Any existing road right-of-way or encumbering easements as indicated by the survey provided shall be excluded as per scope of the assignment. The area for the subject property as a whole is indicated as per survey provided by R. Gutierrez Engineering dated December 2, 2009. The comparable sales used for the analysis of the subject property as whole and as the partial acquisition indicated a range of economic units of 5.00 acres to 111.454 acres. These indicated economic unit values are used for the valuation of the irregular partial acquisition, as the part to be acquired does not constitute an economic unit. Therefore, the pro-rata part of the whole is applied to the partial acquisition for the market valuation of the subject property.

Part To Be Acquired

The proposed acquisition is comprised of fee land in which the net land area to be acquired is 0.145 acres (6,316 square feet). The proposed acquisition is located east of the eastern frontage of McColl Road. The proposed acquisition, which is the subject of this report, shall be evaluated as a whole as determined by the approaches to market value selected. The subject shall be valued based on the highest and best use as a single family residential use tract of land, which is based on the local market trends along McColl Road. This highest and best use is further explained on page 1.4 of this report.

To Be Acquired (Net)	**0.1450 Acres**
	6,316 S.F.

Legal Description of the Part To Be Acquired
A 0.145 acre tract of land out of Lot 1, Block 22, Steele & Pershing Subdivision, Hidalgo County, Texas, Volume 8, Page 109-115, D.R.H.C. and described by metes and bounds. (See Page 1.8)

Remainder Before and After Acquisition
The remainder before and after the acquisition is defined as the partial acquisition subtracted from the whole property which is described as the subject property. It is determined at the time of appraisal whether or not damages to the remainder are caused by the proposed part to be acquired. The highest and best use of the subject property before and after the proposed partial acquisition is analyzed to determine whether or not the use of the subject property will be altered as a result of the proposed part to be acquired. After a review of the remainder after the acquisition, no damages to the remainder were indicated.

Property Tax Information
No property tax information could be located for the subject property as the subject is owned and operated by the Hidalgo County Irrigation District No. 2, which is except from property taxes.

General Site Assessment Statement
This appraiser has made an off-site inspection of the subject property, and no obvious adverse environmental concerns or potentially hazardous materials were observed. This appraiser is not qualified to make a detailed environmental study and highly recommends that an inspection be made by a qualified environmental engineer if an environmental concerns exists. Leonel Garza Jr. & Associates LLC has performed this appraisal report under the hypothetical condition and extraordinary assumption that the subject property has not experienced any adverse environmental concerns which may influence it's marketability and or value. A survey of the remainder of the subject property was not provided nor necessary due to the acquisition being a whole taking. The extraordinary assumption that no adverse easements nor encroachments are located within the subject property which would affect the value of the whole. The subject property was observed that the property is generally level and typical of the surrounding market area. No severe low lying areas were observed, however, this appraiser is not an engineer and cannot certify to the topography nor drainage of the subject property.

Utility Services Available
The subject property is located in a region, which contains, water, water wells, electricity, and phone service, which is typical of the market area.

Identification of Personal Property
As per scope of the assignment, no personal property located within the proposed right-of-way and the remainder before and after the taking shall be included for compensation, unless it was determined by the appraiser that these item shall be affected or damaged by the proposed taking. In the event the selected items are determined to be compensable, then they shall be included within the cost approach section of this report. A value which shall be either the cost to cure and or the cost of replacement shall be delineated for each item for clarity.

Current Listing Status
Based on the off-site inspection of the subject property no visible "For Sale" signs were located on-site indicated the subject property listed for sale. Additional research was conducted with local Realtor's® Multiple Listing Services and the subject property was not listed.

Estimated Marketing Time Period
The indicated marketing period is based on the marketing periods of the comparable sales used in the Sales Comparison Approach and the surrounding sales found. Based on the research performed, a twelve (12) to twenty-four month (24) marketing time period appears to be adequate. This time period was selected after a review of multiple land sales within the City of McAllen, City of Hidalgo, City of Pharr and Hidalgo County markets along McColl Road and neighboring thoroughfares. The analysis included the indicated "DOM" Days on Market as shown on the several multiple listing service which provides local Realtors® an avenue to advertise properties located in the Rio Grande Valley with the focus within the Hidalgo County.

Exposure Time

Exposure time is defined as the "length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal." Based on research performed within the market area, an indicated twelve (12) to twenty-four month (24) exposure time is indicated for the subject property. This was estimated based on current and past listings located within the market area which were reviewed during our sales search for comparables similar to the subject property.

Statement of Highest & Best Use

The subjects highest and best use as vacant and as if improved is indicated for single family residential development use. This type of use is concurrent with the recent trends located along McColl Road within Hidalgo County and nearby municipalities to the project including McAllen, Hidalgo, and Pharr. This highest and best use is based on the determined economic unit of the subject property as whole and the portion being acquired, in the name of the County of Hidalgo, Texas. It is determined that the part to be acquired does not itself constitute an economic unit and must be evaluated as part of the whole.

When a property is evaluated, the highest and best use must always be considered. In the current case, the highest and best use of the whole is determined to be for residential use based on several factors. Factors taken into consideration are defined by The Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 135, by the Appraisal Institute as being: "The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and there results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity."

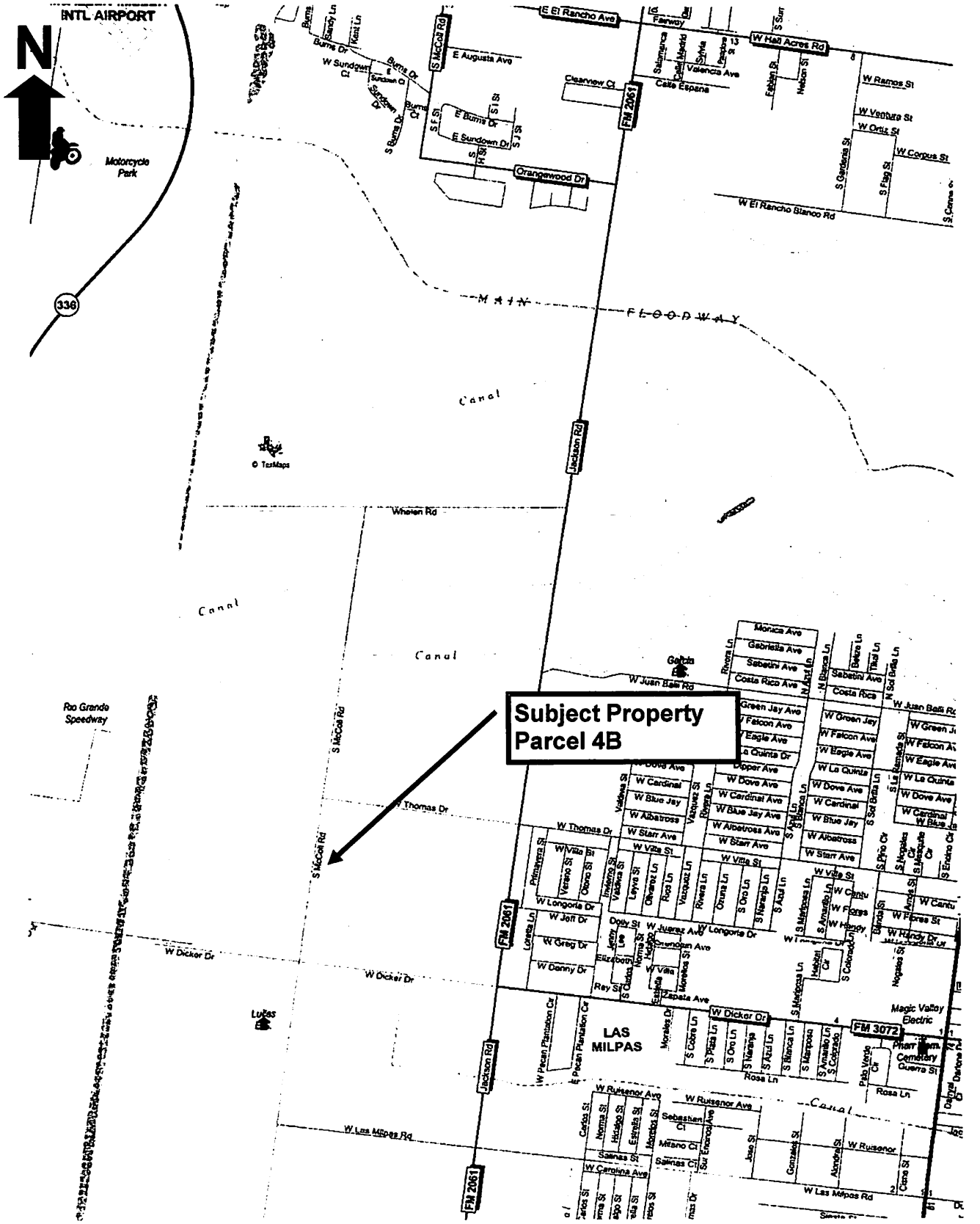
The scope of the assignment is to evaluate the subject property as a whole, part to be acquired and the remainder before and after the taking, excluding project influence as required by Standards Rule 1-4(f) under the Jurisdictional Exception provision as defined by the Uniform Standards of Professional Appraisal Practice (USPAP). The highest and best use is analyzed for each of these scenarios as each parcel shall be evaluated before and after the proposed taking if applicable. In order to determine the highest and best use, research was performed within Hidalgo County with the corresponding municipalities located near the subject property. Since the subject lies within the extra territorial jurisdiction of the City McAllen, Texas municipal zoning ordinance restrictions are applicable to the subject as per date of appraisal. This office shall evaluate the subject properties based on the continuing trend along McColl Road and the existing ordinance which govern the subject property as existing of which should continue its use before and after the proposed right-of-way acquisition. Therefore, the highest and best use for single family residential development "as vacant" and "as if improved" would therefore be legally permissible as of the date of this report.

The physical characteristics of the subject property as a whole are typically found throughout the southern region of Hidalgo County. The subject property contains adequate land area and frontage along McColl Road to allow for future residential use development before and after the proposed acquisition. Based on the size and shape of the subject property as a whole and the remainder before and after the acquisition, the property shall maintain a single family residential development highest and best use. As for the part to be acquired, it contains limited use based on its proposed size and shape and therefore does not constitute an economic unit in itself and must be used in conjunction with the whole. Since the valuation of the part to be acquired is based on the pro-rata part of the whole, then the part to be acquired shall be evaluated with a similar highest and best use as the whole. This highest and best use shall not be affected for the remainder before and after the acquisition.

The financial feasibility and maximally productive use of the subject property is based on the growth trends along McColl Road include agricultural, residential, small retail developments and light industrial use. Based on the stable growth along McColl Road and nearby Jackson Road, it is estimated that the subject can be financially feasible to contain single family residential development use "as vacant" and "as if improved". This determination of financial feasibility and productivity is also attributed to the remainder before and after the acquisition which will not be affected nor damaged as a result of the part to be acquired.

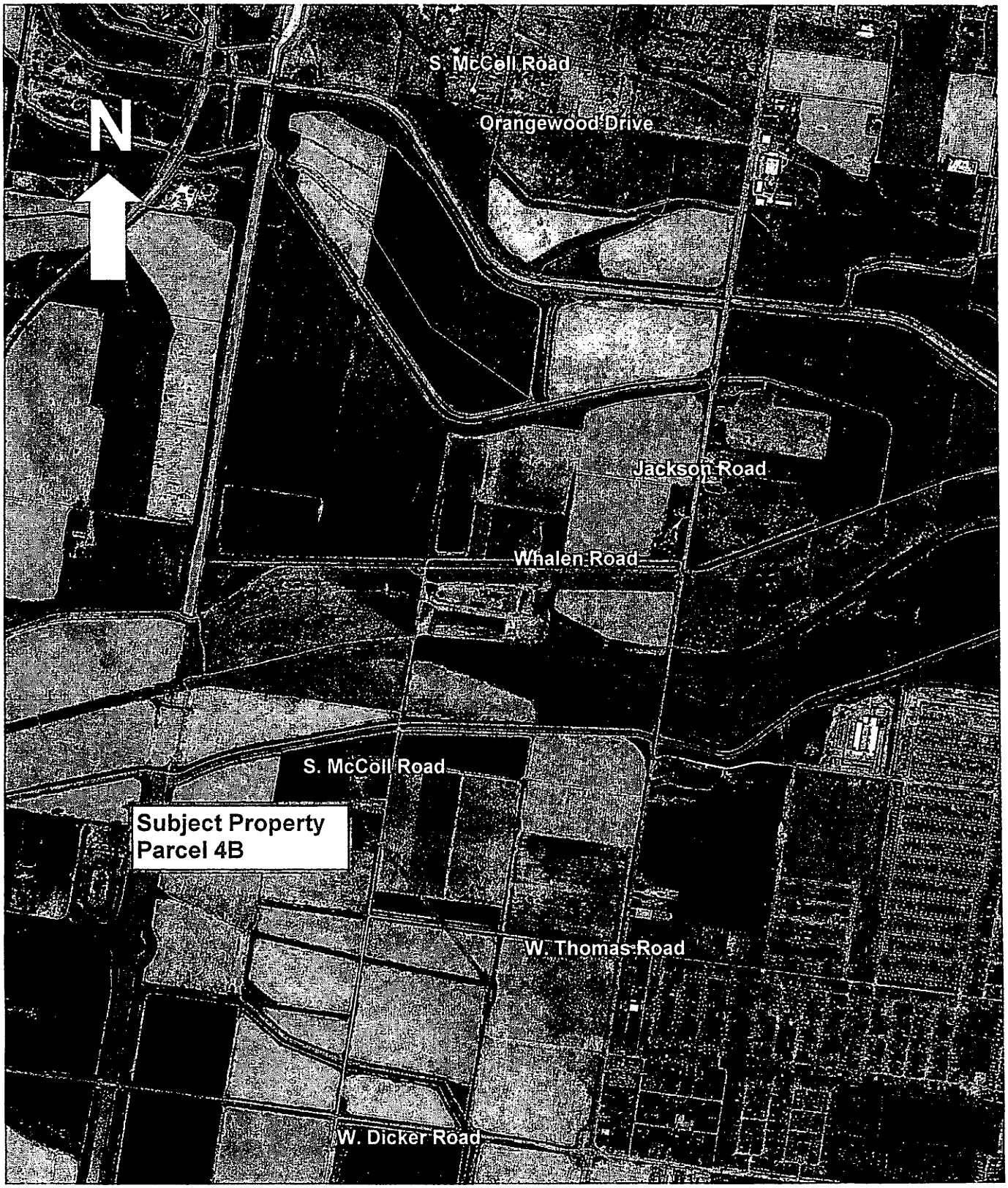
After careful review of the four approaches to the highest and best use test, it is concluded that the subject property "as vacant" and "as if improved" shall be for single family residential development use. This conclusion is correlated to the subject property as a whole and selected economic unit.

LOCATION MAP OF SUBJECT PROPERTY



Copyright 1996-2007 TexMaps; 8th Edition

AERIAL PHOTOGRAPH OF SUBJECT PROPERTY



AERIAL PHOTOGRAPH OF SUBJECT

(Closer View of Subject Property)



NOTE: SUBJECT PROPERTY AS A WHOLE IS ESTIMATED AND DEPICTED BY THE RED DASHED LINE. THIS INCLUDES THE PART TO BE ACQUIRED WHICH IS OUTLINED IN YELLOW. COMPLETE SURVEY OF SUBJECT AS A WHOLE WAS NOT PROVIDED BY R. GUTIERREZ ENGINEERING CORPORATION. AND IS ESTIMATED BASED ON INFORMATION GATHERED DURING THE INSPECTION OF THE SUBJECT PROPERTY OR THE HIDALGO COUNTY APPRAISAL DISTRICT.

FIELD NOTES OF PART TO BE ACQUIRED (Page 1 of 1)

COUNTY: HIDALGO

HIGHWAY: South McColl Off-Site Drainage Project

PROJECT LIMITS: McColl Road to HCDD #1 South Floodwater Channel

EXHIBIT "A"

FIELD NOTES FOR PARCEL – 4B

Being a 0.145-acre tract of land more or less out of a 3.039-acre tract of land out of Lot 1, Block 22, Steele & Pershing Subdivision, Hidalgo County, Texas, as recorded in Volume 8, Pages 109~115, Deed Records, Hidalgo County, Texas. Said 3.039-acre tract of land is vested to Hidalgo County Irrigation District Number Two from W. E. Pope et ux, by virtue of a Warranty Deed dated April 23, 1925, and recorded in Volume 191, Page 335, Deed Records, Hidalgo County, Texas. Said 0.145-acre tract of land being more particularly described by metes and bounds as follows;

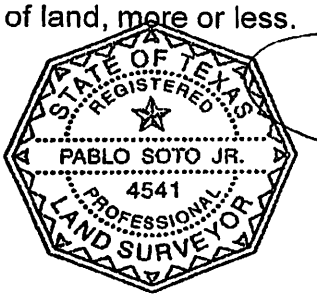
Commencing at a Cotton Picker Spindle found at the Northeast corner of Lot 1, **THENCE**, South 08 degrees 32 minutes 50 seconds West, with the East line of Lot 1, a distance of 604.85 feet to a No. 4 rebar set at the Northeast corner of said 3.039-acre tract of land, for the Northeast corner and **POINT OF BEGINNING** of the tract herein described;

1. **THENCE**, continuing South 08 degrees 32 minutes 50 seconds West, with the East line of said Lot 1 and East line of said 3.039-acre tract of land, a distance of 84.15 feet to a No. 4 rebar set at the Southeast corner of said 3.039-acre tract of land, for the Southeast corner of the tract herein described;

2. **THENCE,** North 78 degrees 03 minutes 24 seconds West, with the South line of said 3.039-acre tract, a distance of 75.13 feet to a No. 4 rebar set on the Proposed West Right of Way line of South McColl Off-Site Drainage, for the Southwest corner of the tract herein described;

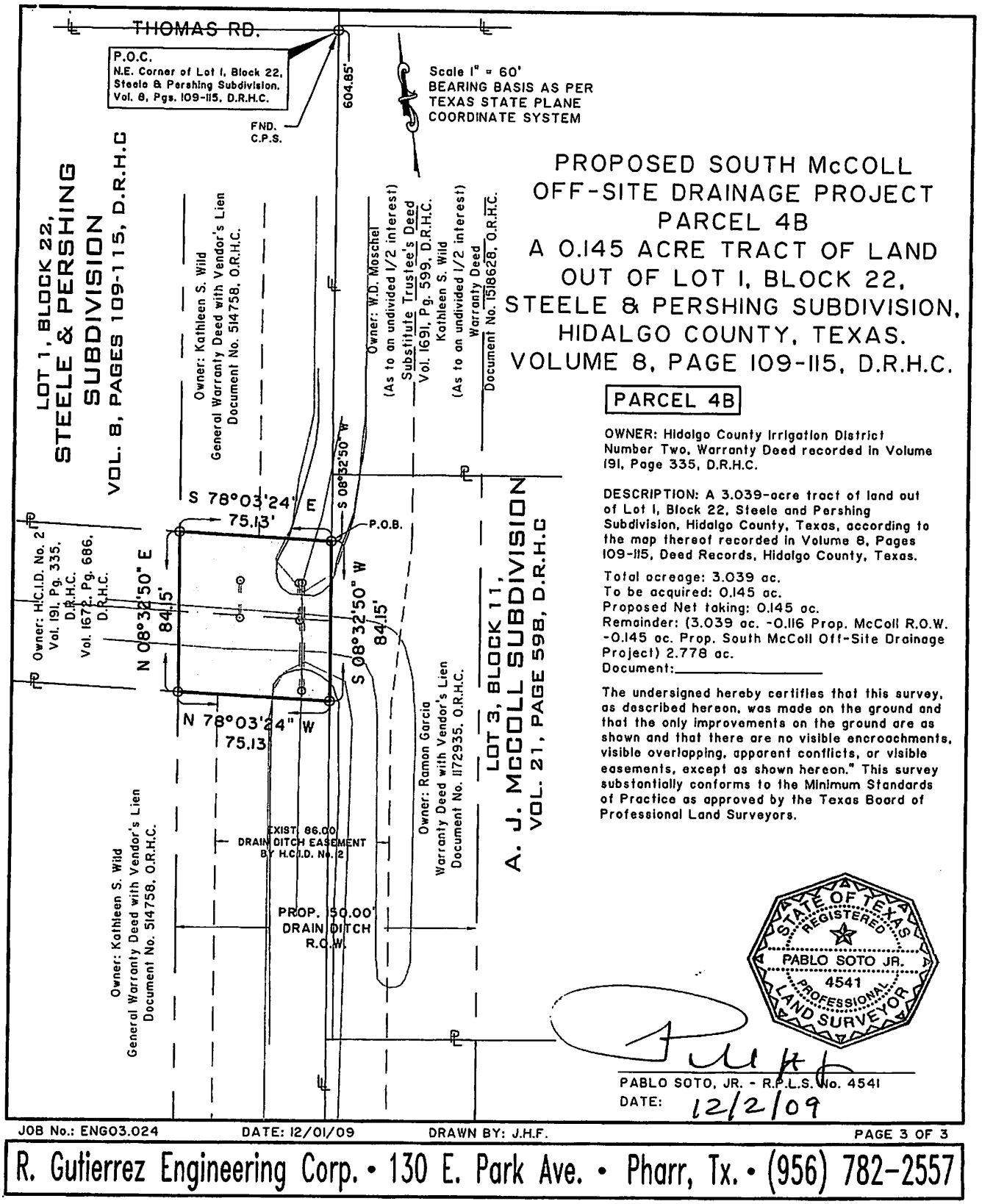
3. **THENCE**, North 08 degrees 32 minutes 50 seconds East, with the Proposed West Right of Way line of said South McColl Off-Site Drainage, a distance of 84.15 feet to a No. 4 rebar set on the North line of said 3.039-acre tract of land, for the Northwest corner of the tract herein described;

4. **THENCE**, South 78 degrees 03 minutes 24 seconds East, with the North line of said 3.039-acre tract of land, a distance of 75.13 feet to the **POINT OF BEGINNING** and containing 0.145-acres of land, more or less.



PABLO SOTO, JR. – R.P.L.S. No. 4541
DATE: 12/2/09

SURVEY OF PART TO BE ACQUIRED (Page 1 of 1)



Area to Be Acquired = Yellow Highlighted Area / Existing Easement = Green Highlighted Area

PHOTOGRAPHS OF SUBJECT PROPERTY

Parcel No.: 4B

Local Address: South McColl Road, approx. 516 lineal feet south of Thomas Road, Hidalgo County, Texas.

Date Taken: November 24, 2009

Taken By: Leonel Garza III

1. Point from which taken: Photo 1: NEC of Subject
Photo 2: NWC of Subject

Looking: Photo 1: West
Photo 2: Southeast

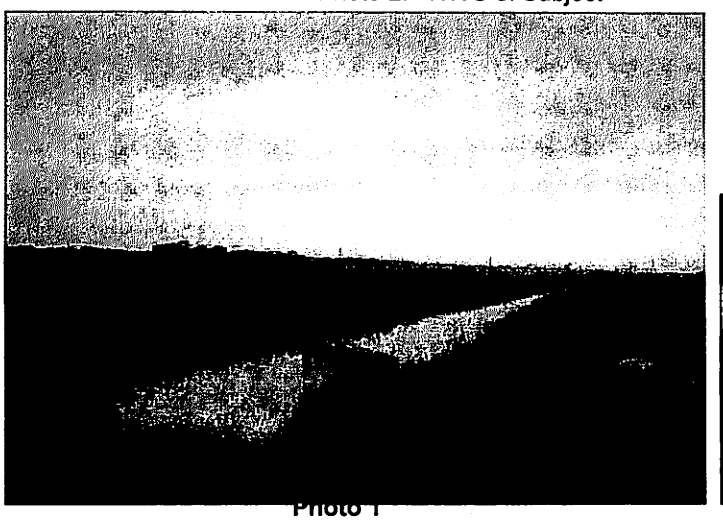


Photo 1

Southwestern view of subject whole property from the NEC of subject property.

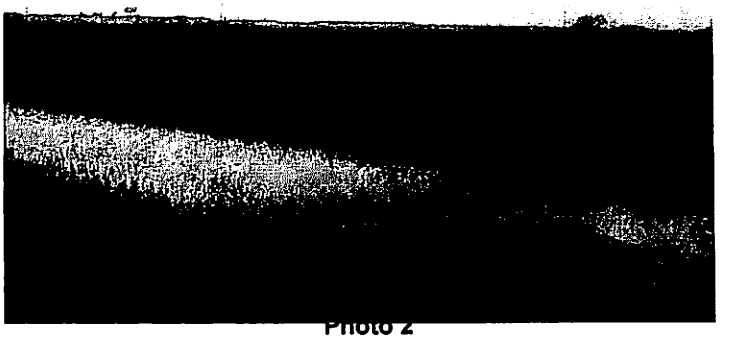


Photo 2

Southeastern view of subject property from the most northern property boundary.

2. Point from which taken: Photo 3: Northern Boundry
Photo 4: SEC of Subject

Looking: Photo 3: South
Photo 4: West

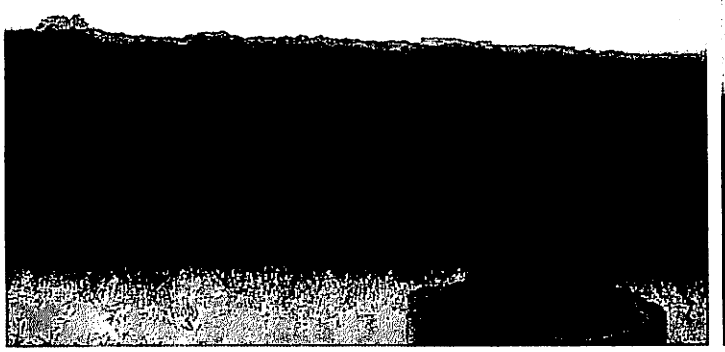


Photo 3

Southern view of the subject property taken from the most northern property boundary.

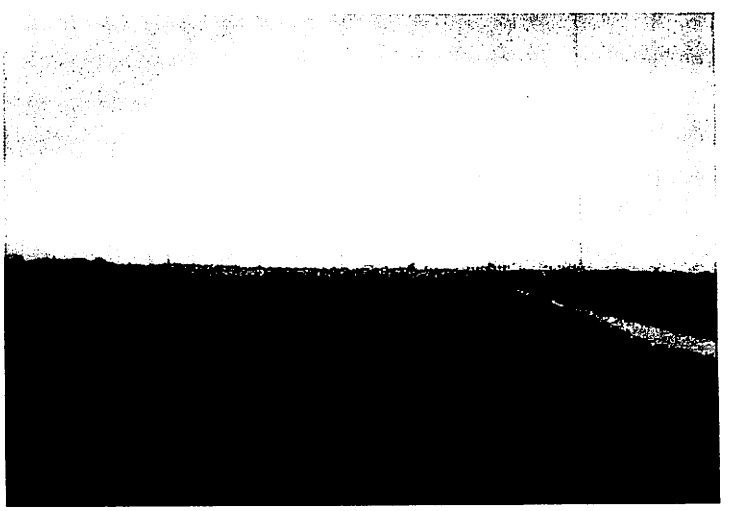


Photo 4

Western view of existing irrigation canal from the subjects most eastern property boundary.

DESCRIPTION OF PROPERTY:

The subject property, as a whole, is a 3.039 gross acre vacant tract of land out of a larger adjoining tract located along the east line of McColl Road in the County of Hidalgo, Texas. The subject property is currently being utilized for irrigation canal purposes. According to the survey provided by R. Gutierrez Engineering Corporation, dated December 2, 2009, the part to be acquired is approximately 0.145 acres (6,316 square feet) located along the most eastern property boundary of the subject whole property. Access to the subject whole property is via McColl Road, a county maintained caliche paved road. Based on the area indicated by the survey provided the subject of this report shall be utilized as the economic unit of the subject property for valuation. This land area currently in fee simple shall be calculated at 100% of the unit value derived from the sales comparison approach as vacant. This is performed in order to determine the unit value for the proposed acquisition for the purchase of said tract in the name of the County of Hidalgo, Texas

AREA OR NEIGHBORHOOD ANALYSIS:

The subject neighborhood along South McColl Road is primarily utilized for agricultural purposes south of Orangewood Drive and north of Dicker Road. Several properties along South McColl Road are in a state of development as new subdivisions are being created due to the increase in demand in the area. Leonel Garza Jr. & Associates LLC has inspected the market area along South McColl Road and has found this type of development consistent with the overall market trends in the City of Pharr and neighboring City of McAllen and City of Hidalgo. Commercial development is primarily found to the east on US Highway 281 (Cage Boulevard) and south along Old Military Highway, which is also indicative of the growing market.

SITE ANALYSIS:

Five Year Sales History:	The subject property is indicated to be under the ownership of Hidalgo County Irrigation District No. 2, as indicated by survey and field notes provided by R. Gutierrez Engineering. Further investigation of the subject property at the Hidalgo County Clerks office indicated that Hidalgo County Irrigation District Number Two (Grantee) acquired the property from W.E. Pope et ux (Grantor), by virtue of a Warranty Deed, recorded under Volume 191, Page 335, dated April 23, 1925. Therefore the subject property has been under the ownership of Hidalgo County Irrigation District Number Two for at least eighty-four (84) years.
Legal Description: (Whole Property)	A 3.039 gross acre tract of land out of Lot 1, Block 22, Steele and Pershing Subdivision, Hidalgo County, Texas, according to the map thereof recorded in Volume 8, Page 109-115, Deed Records, Hidalgo County, Texas.
Legal Description: (Part To Be Acquired)	A 0.145 acre tract of land out of Lot 1, Block 22, Steele & Pershing Subdivision, Hidalgo County, Texas, Volume 8, Page 109-115, D.R.H.C.
Improvements:	During the off-site inspection of the subject property no building nor site improvements were indicated within the part to be acquired. Any utilities located within the part to be acquired shall be relocated as an item of construction and shall not be included within the compensation of the subject property.

HIGHEST AND BEST USE ANALYSIS: Single Family Residential Development

(Form ROW-A-^ Rev. 7/2004 Page 3 of 5 Continued on Next Page)

(Continuation from previous page)

VALUATION OF PART TO BE ACQUIRED

LAND VALUATION
Representative Comparable Sales

	Subject	Comp. No. 1		Comp. No. 2		Comp. No. 3	
Grantor	W.E. Pope et ux	Manuel Ramos Espinosa, and wife, Maria Guadalupe Santos		A.V.L., L.P. and Fred Harms		Mike Theser Estate Partnership	
Grantee	Hidalgo County Irrigation District Number 2	Dufromex, LLC.		Capstone Land holdings, LTD.		Alberto Marin, Ilan Israely and Abraham Gottlieb	
Date	April 23, 1925	November 13, 2009		March 10, 2008		May 21, 2008	
Unit Price	/ Ac	$ 75,000	/ Ac	$ 29,918	/ Ac	$ 39,927	/ Ac
Conditions of Sale	Cash To Seller	Similar	0%	Similar	0%	Similar	0%
Market Conditions	Average	Similar	0%	Similar	0%	Similar	0%
Physical Characteristics	Limited Use	Superior	-25%	Superior	-25%	Superior	-25%
Relative Location	Average	Superior	-30%	Superior	-30%	Superior	-30%
Lot Location	Interior Tract	Interior Tract	0%	Interior Tract	0%	Interior Tract	0%
Financing	Conventional	Similar	0%	Similar	0%	Similar	0%
Available Utilities	Water / Electricity / Phone	Similar	0%	Similar	0%	Similar	0%
Street Access / Frontage	McColl Road	Jackson Road, South of Las Milpas Road	0%	10th Street, South of Dicker Road	0%	10th Street, South of Dicker Road	0%
Size of Tract	3.039 Ac	5.0 Ac	0%	13.37 Ac	0%	111.454 Ac	0%
Net Adjustments			Δ -55%		Δ -55%		Δ -55%
Indicated Unit Value		$ 33,750	/ Ac	$ 13,463	/ Ac	$ 17,967	/ Ac

Estimated Unit Value of Fee Simple Area $ **20,000** **/ Acre**

Estimated Fee Value by Sales Comparison Approach **(0.145 Acres x $20,000/Acre)** $ **2,900**
(Includes Part To Be Acquired Only)

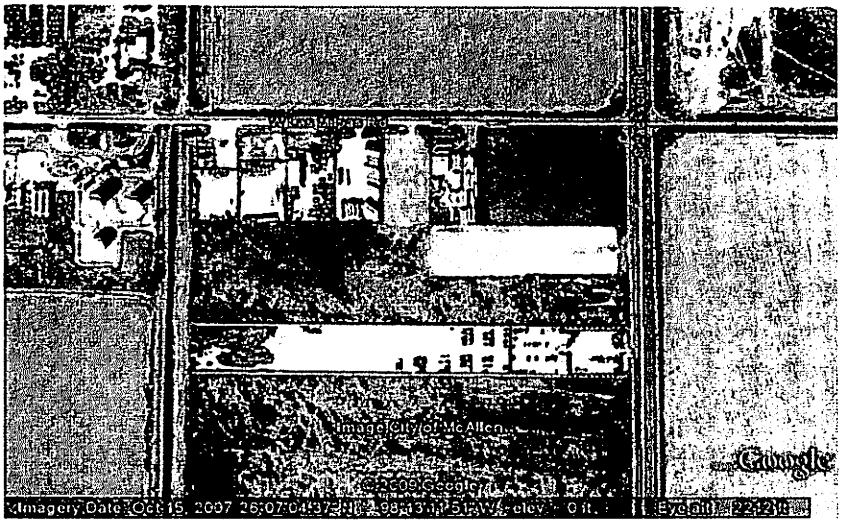
Due to the unique physical characteristics of the subject property and the assemblage with the adjoining tract no adjustment for size was allocated for this parcel.

Comparable Sale No. 1

COMPARABLE DATA SUPPLEMENT

District: Pharr Parcel No.: 4B Highway: South McColl County: Hidalgo ROW CSJ 0921-02-938

Land Sale ☑ Improved Sale ☐ Rental Data ☐



Grantor/Lessor: Manuel Ramos Espinosa, and wife, Maria Guadalupe Santos Grantee/Lessee: Dufromex, LLC.

Date: November 13, 2009 Recording Information: Document# 2052292 Key Map: N/A

Address: Located along the western side of South Jackson Road, south of Las Milpas Road in Pharr, Texas. Zip Code: N/A

Legal Description: All of Lot 2, Karlo Subdivision, Hidalgo County, Texas, according to the map recorded in Volume 42, Page 94, Map Records in the Office of the County Clerk of Hidalgo County, Texas.

Confirmed Price $: 375,000 Verified with: MLS# e118431s

Terms and Conditions of Sale: Cash to Seller

Rental Data: NA

Land Size: 5.00 Acres Unit Price as Vacant $: 75,000 per acre

Type Street: Asphalt Paved Utilities: All Municipal Utilities Available

Improvement(s) Description: N/A

Improvement(s) Size: NA (GBA) NA (NRA) Unit Price as Improved $: NA

Condition and Functional Design: NA

Current Use: Vacant Highest & Best Use: Commercial Development

Date of Inspection: November 23, 2009 Zoning: N/A Flood Plain: N/A

Attach additional information as necessary.
The sale is a vacant tract of land located along the western side of South Jackson Road, located just south of Las Milpas Road. The property contains 159 lineal feet of frontage along S. Jackson Road with a depth of 1,338 lineal feet.

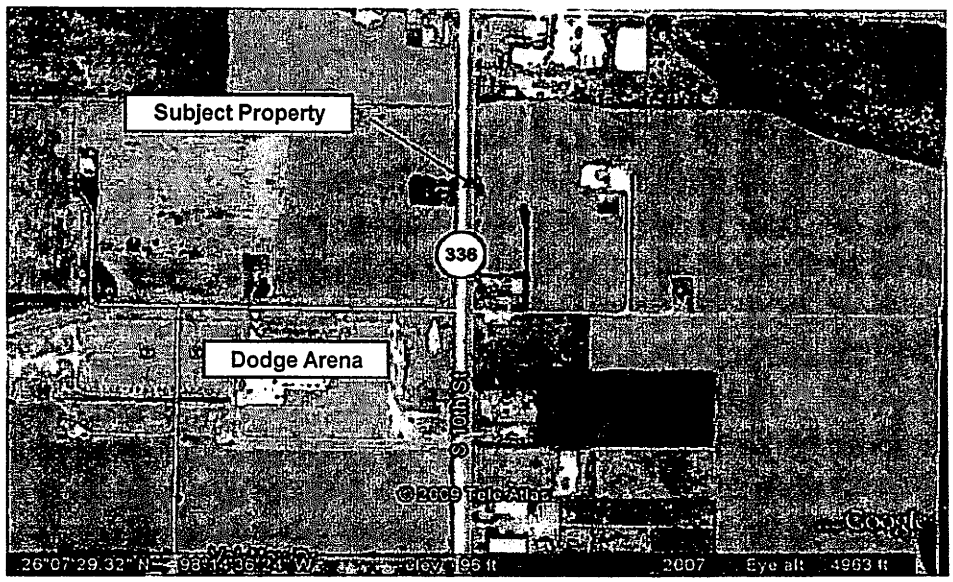
Appraiser: Leonel Garza III January 12, 2010
(Typed, not signed) Date

Comparable Sale No. 2

COMPARABLE DATA SUPPLEMENT

District: Pharr Parcel No.: 4B Highway: South McColl County: Hidalgo ROW CSJ 0921-02-938

Land Sale ☑ Improved Sale ☐ Rental Data ☐



Grantor/Lessor: A.V.L., L.P. and Fred Harms Grantee/Lessee: Capstone Land holdings, LTD.

Date: March 10, 2008 Recording Information: Doc. #1870469 Key Map: N/A

Address: Located along the eastern frontage of South 10th Street, South of FM 3072, Hidalgo County, Texas. Zip Code: 78557

Legal Description: A tract of land out of Lots 15, Section 3, Hidalgo Canal Company Subdivision, map reference: "Q", page 177, Deed Records of Hidalgo County, Texas.

Confirmed Price $: 400,000 Verified with: MLS# A117724s

Terms and Conditions of Sale: Cash to Seller

Rental Data: NA

Land Size: 13.37 Acres Unit Price as Vacant $: 29,918 / per acre

Type Street: Asphalt Paved – 10th Street Utilities: Utilities Available

Improvement(s) Description: None

Improvement(s) Size: NA (GBA) NA (NRA) Unit Price as Improved $: NA

Condition and Functional Design: NA

Current Use: Vacant Tract of Land Highest & Best Use: Commercial

Date of Inspection: November 23, 2009 Zoning: "C-1" – Central Business Dist. Flood Plain:

Attach additional information as necessary.
The sale is a 13.37 acre vacant tract of land located along the eastern frontage of South 10th Street, Hidalgo County, Texas. The subject property is an irregular shaped tract of land with frontage along South 10th Street and an unnamed county road. The subject property is located across from the Dodge Arena entertainment facility.

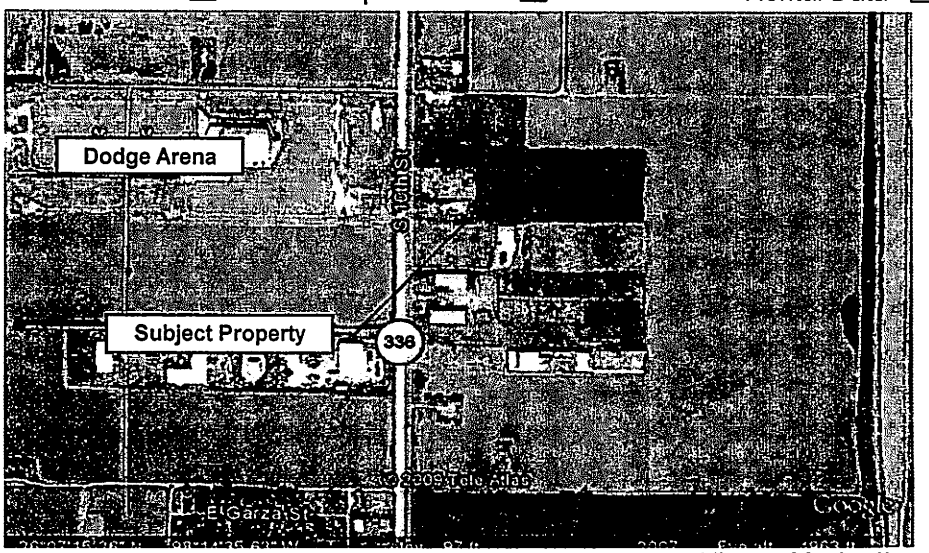
Appraiser: Leonel Garza III January 12, 2010
(Typed, not signed) Date

Comparable Sale No. 3

COMPARABLE DATA SUPPLEMENT

District: Pharr Parcel No.: 4B Highway: South McColl County: Hidalgo ROW CSJ 0921-02-938

Land Sale ☑ Improved Sale ☐ Rental Data ☐



Grantor/Lessor: Mike Theser Estate Partnership Grantee/Lessee: Alberto Marin, Ilan Israely and Abraham Gottlieb

Date: May 21, 2008 Recording Information: Doc. #1895626 Key Map: N/A

Address: Located along the eastern frontage of South 10th Street, South of Fm 3072, Hidalgo County, Texas. Zip Code: 78557

Legal Description: A tract of land containing 111.454 acres, situated in Hidalgo County, Texas and also being a part or portion of Lots 1, 2, 7, and 8, Section 2, Hidalgo Canal Company Subdivision, map reference: "Q", page 177, H.C.D.R., and said 111.454. Save and Except, a 0.67 acre tract of land out of Lot 7, previously conveyed to the State of Texas, respectively by instrument dated December 23, 1963, recorded in Volume 1078, Page 383 and 386, Deed Records of Hidalgo County, Texas.

Confirmed Price $: 4,450,000 Verified with: MLS# A112854s

Terms and Conditions of Sale: Cash to Seller

Rental Data: NA

Land Size: 111.454 Acres Unit Price as Vacant $: 39,927 / Acre

Type Street: Asphalt Paved – 10th Street Utilities: Utilities Available

Improvement(s) Description: None

Improvement(s) Size: NA (GBA) NA (NRA) Unit Price as Improved $: NA

Condition and Functional Design: NA

Current Use: Vacant tract of land Highest & Best Use: Commercial

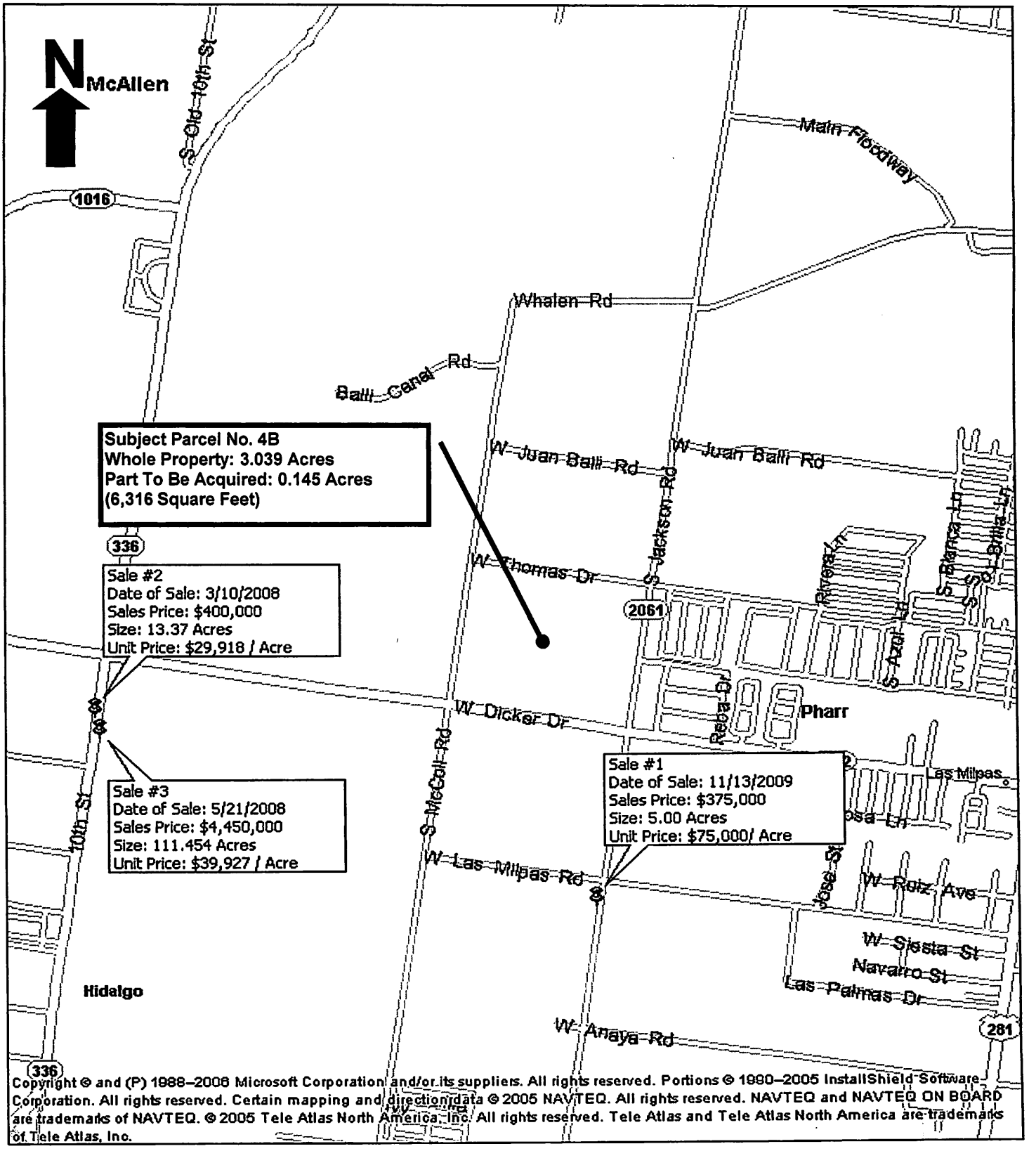
Date of Inspection: March 25, 2009 Zoning: "C-1" – Central Business Dist. Flood Plain:

Attach additional information as necessary.

The sale is a large vacant 111.454 acres Gross (106.508 acres Net) tract of land located along the eastern frontage of South 10th Street, just south of FM 3072. The subject property is an irregular shaped tract of land with frontage along South 10th Street and an unnamed county road. The subject property is located across from the Dodge Arena entertainment facility.

Appraiser: Leonel Garza III January 12, 2010
(Typed, not signed) Date

COMPARABLE SALES MAP



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Explanation of Adjustments with Reconciliation:
During the analysis of the acquisition area, the value for the subject property as a whole or economic unit was determined. This determination of market value is utilized for the valuation of the proposed acquisition which is a pro-rata part of the whole. The local market and extended market was searched for comparable sales of which contained similar frontage along McColl Road and other similar and intersecting thoroughfares. Each of the sales utilized are located within Hidalgo County and are the most comparable located in the market place of which all information pertinent to the transaction could be verified. Several sales were located within this parameter of which had occurred within the past three years. Three sales were selected which were the most comparable to the subject property and required the least number of adjustments. The following three comparable sales were reviewed for location, available utilities, financing, site utility, topography and other factors of which the real estate market shall recognized for the purchase of said tracts.

Sale No. 1 is located along the western frontage of Jackson Road, south of Las Milpas Road within the County of Hidalgo, Texas. Due to the superior site utility of the sale a -25% downward adjustment was indicated as the subject property area is currently utilized for an irrigation canal. The sale is located in an area superior to the subject property, as such an adjustment of -30% is indicated for the superior location of the comparable sale. No other adjustments were indicated for the comparable sale. After a review of this sale, the adjusted unit value for the subject property is indicated to be $45,000 per acre.

Sale No. 2 is located east of the eastern frontage of South 10th Street, south of Dicker Road within the County of Hidalgo, Texas. Due to the superior site utility of the sale a -25% downward adjustment was indicated as the subject property area is currently utilized for an irrigation canal. The sale is located in an area superior to the subject property, as such an adjustment of -30% is indicated for the superior location of the comparable sale. A final adjustment of +5% was indicated for size. No other adjustments were indicated for the comparable sale. After a review of this sale, the adjusted unit value for the subject property is indicated to be $19,447 per acre.

Sale No. 3 is located along the eastern frontage of South 10th Street, south of Dicker Road within the County of Hidalgo, Texas. Due to the superior site utility of the sale a -25% downward adjustment was indicated as the subject property area is currently utilized for an irrigation canal. The sale is located in an area superior to the subject property, as such an adjustment of -30% is indicated for the superior location of the comparable sale. A final adjustment of +15% was indicated for size. No other adjustments were indicated for the comparable sale. After a review of this sale, the adjusted unit value for the subject property is indicated to be $29,945 per acre.

Reviewing the comparable sales selected, an unadjusted range of market unit value of $29,918 per acre to $75,000 per acre is indicated. After applicable adjustments were made in a paired sales analysis of the comparables to the subject property, an adjusted range of unit market value of $17,967 per acre to $33,750 per acre was determined. Based on the subject property location along McColl Road. A value near the lower end of the adjusted range was selected for the subject property, $20,000 per acre.

ESTIMATED VALUE OF ACQUISITION

Land: 0.1450 Acres @ $ 20,000 Per Acre (As Fee Simple) $ 2,900

Improvements:

No Site Improvements Indicated	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
Total Improvements	$ -

TOTAL ESTIMATED VALUE $ 2,900

Cost To Cure Damages $ -

Estimated Total Compensation $ 2,900

ADDENDUM

1. Certification of Appraisal
2. Assumption & Limiting Conditions
3. Qualification of Appraiser
4. Letter of Inspection Sent To Owner of Record Via Certified Mail
5. Certified Letter Tracking Information

Certification of Appraisal

I, Leonel Garza III, certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- The employment and compensation of this appraiser in completing this appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice (2008-2009 Edition).*
- I have made a personal on-site visit of the property that is the subject of this report.
- Luis C. Garza, State Certified General Real Estate Appraiser with Leonel Garza Jr. & Associates who provided significant professional assistance in the preparation of this report not limited to a physical inspection, taking of photographs of the subject property and value analysis. Personal Assistant Adrian Perez, aided in the physical measuring of the subject property only.
- No one other than those mentioned within this certification provided significant real property appraisal assistance to the person(s) signing this certification.
- The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute;
- I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. I also acknowledge that Leonel Garza III is an associate member of the Appraisal Institute and is not an MAI Designated Appraiser, however is currently seeking designation. Leonel Garza is designated as a Master Real Estate Appraiser through the National Association of Master Appraisers.
- The employment and compensation of this appraiser in completing this appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

Leonel Garza III
General Certified Real Estate Appraiser
License No. TX - 1328375 General

Luis Carlos Garza
General Certified Real Estate Appraiser
License No. TX - 1338051 - General

ASSUMPTIONS AND LIMITING CONDITIONS

This report has been prepared with the following general assumptions:

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.

2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.

3. Responsible ownership and competent property management are assumed.

4. The information furnished by others is believed to be reliable,. but no warranty is given for its accuracy.

5. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

6. It is assumed that there are no hidden or un-apparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

7. It is assumed that the property is a full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the appraisal report.

8. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

9. It is assumed that the use of the land and improvements is confined within the boundaries or property line of the property described and that there is no encroachment or trespass unless noted in the report.

11. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by this appraiser. The appraiser does not have any knowledge of the existence of such material on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

General Limiting Conditions:

1. Any allocation of the total value of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

2. Possession of this report, or a copy thereof, does not carry with it the right of publication.

3. The appraiser, by reason of this appraisal, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.

4. Neither all or any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.

5. If the property rights appraised are the "Leased Fee Estate", then the Final Indicated Market Value Estimate is based on the continued performance under the lease terms.

6. The original and one copy of this report have been signed in blue ink. Any other copy, which is not signed in blue may have been altered, and this appraiser is not responsible for its contents or value indicated.

Assumptions and Interpretations Made by Appraiser of the Marketing Period

1. Indicated Marketing Time: Begins with the date of value estimate and the exposure time indicated.

2. Exposure to the Open Market: Listing the property on the market for sale with a Realtor, member of Multiple Listing Service, or a licensed Real Estate Broker, that will properly expose the property to the Market. This appraiser does not consider a sign placed by a bank on the property as proper marketing. If the property is presently listed for sale on the market, this appraiser must be notified prior to the completion of the appraisal.

3. Exposure Time: The length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.

QUALIFICATIONS OF APPRAISER - LEONEL GARZA III

Education

Graduate, 1995, Texas A&M University, College Station, Texas (Bachelor of Science in Biomedical Science)
Graduate, 1991 McAllen Memorial High School, McAllen, Texas

Licenses

State Certified General Real Estate Appraiser
Number TX - 1328375-General
Licensed Since December 31, 1998
Expires: December 31, 2010 (Active)

State Certified Property Tax Consultant
Number TX – 00003181
Licensed Since May 20, 2002
June 16, 2008 through June 16, 2010 (Active)

Public Service Organizations

Associate Member of the Appraisal Institute (Not MAI Designated)
Currently taking courses toward the designation of MAI through the Appraisal Institute.

National Association of Master Appraisers
Designated as a Master Senior Appraiser in 2006 by the National Association of Master Appraisers. This designation is obtained thru educational requirements and experience.

Associate Member of the International Right of Way Association (IRWA) (Member # 7899430)

Former Chairman of the City of McAllen Zoning Board of Adjustments and Appeals
This city board has the duty to hear and decide appeals where it is alleged there is error in any requirement, or determination made administratively in the enforcement of the Zoning Ordinance. The Board hears appeals that grant variances to setback requirements and special exceptions to reconstruction of nonconforming buildings.

Chairman of the Hidalgo County Subdivision Advisory Board
This county board on subdivision reviews primary goal is to ensure that proper standards, set by Texas Water Development Board and the Texas Subdivision Model Rules and or opinions from the Texas State Attorney Generals Office, are conducted in the development of proposed subdivision within the County of Hidalgo and or Extraterritorial Jurisdiction of municipalities throughout the County of Hidalgo. The boards secondary function is to review applications for variances against the Flood Plain Administrators decisions of the base flood elevations throughout the County of Hidalgo.

Chairman of the Hidalgo County Building Line of Adjustments
This county board reviews applications of variances to general set-back regulations set forth by the County of Hidalgo. This review includes the review of existing and or proposed encroachments into set-backs, easements, road right-of-way set-back, subdivision plat requirements and or requirements set forth by adjoining municipalities of which the subject is within the extraterritorial jurisdiction.

Member of The McAllen Palm City Lions Club
Direct the fund raising for the annual Thanksgiving Drive on behalf of Lion Leonel Garza Jr. who founded the drive more than 20 years ago. In 2005 & 2006, the club raised funds to feed 60 family's throughout the City of McAllen.

Former Executive Board Member of the Lower Rio Grande Valley Boy Scouts Council
The goal of the council is to maintain membership and the continued progress of the boy scouts within the Lower Rio Grande Valley. The council shall maintain progress reports of financial status of the council and plan for events world wide which local children may participate as a representative of the council. These events include the World Jamboree and the National Jamboree.

Former Vice Chairman of the City of McAllen Ambulance Advisory Committee
Evaluates and reports to the City Commission on the operation of the emergency ambulance service rendered by company or companies rendering such service.

Former Member of the City of McAllen Building Board of Adjustments and Appeals
The BBOA reviews the decision of City Staff for the demolition of properties deemed unsafe through the City for a variety of reasons. The board review all facts and concerns and make the decision to secure or proceed with demolition based upon the safety of the neighboring property owners and occupants. The greatest concern for the commission is the safety of the surrounding neighborhood occupants.

Former Member of the Pharr Municipal Park Charter Committee
Appointed in 1998-1999, our goal was to establish a 103 acre master planned recreational park to the City of Pharr during our membership with the City of Pharr Leadership Class X.

Work Experience

- *Employee of Leonel Garza Jr. & Associates since 1990*
- *State Certified General Real Estate Appraiser since December 31, 1998*
- *Owner of G-3 Construction which primary focus is custom commercial and multifamily residential construction.*
- *Commercial and residential property manager throughout the City of McAllen & Pharr, Texas.*
- *Licensed Property Tax Consultant Since 2000.*
- *Appraiser Trainee from 1995 thru 1998 under the sponsorship of Leonel Garza Jr. who was a State Certified General Real Estate Appraiser & Board Member of the Texas State Appraisal Review Board from October 23, 1995 Through September 15, 1998. Appointed by Governor George W. Bush for two (2) terms.*

Clients For Which Appraisals Have Been Prepared By This Appraiser

Banks
Attorneys
Retailers
Doctors
Oil Companies
Farmers
Mortgage Companies
Hotel Franchises
US Department of Interior

Bankruptcy Courts
Homeowners
Rancher
National Franchises
Estate Planners
Texas Department of Transportation

Cities of:
Alamo
Alton
Edinburg
Hidalgo
Mercedes
Mission
McAllen
Pharr
San Juan
Progresso

Cameron County
Hidalgo County
Starr County

Type of Appraisals Which Have Been Prepared By This Office

Caliche Pits / Land Fills
Commercial Lots
Convenience Stores
Farms & Ranches
Industrial (McAllen Foreign Trade Zone)
Industrial Subdivisions
Medical Offices
Retail Commercial Strips
Warehouses

Apartment Complexes
Automobile Agencies
Mini-Storage Units
Mobile Home Park Subdivision
Motels / Hotels
Ranches
Residential Subdivisions
Restaurants
Right of Way Acquisitions
Truck Stops

Agricultural Land
Bar / Lounges
Grocery Stores
Multi-Tenant Retail
Multi-Tenant Offices
Residential
Vacant Residential Lots
Veterinary Clinics

Areas Where Appraised Properties Have Been Performed By This Office

Alamo
Beeville
Elsa
Mission
New Braunfels
Progresso
Rio Grande City
Roma

Edcouch
Hargill
Harlingen
Hidalgo
Los Ebanos
Port Isabel
South Padre Island
Zapata

Alice
Georgewest
Kingsville
McAllen
Palmview
San Antonio
Sullivan City
McCook

Austin
Donna
Edinburg
La Feria
La Joya
Mercedes
San Juan
Weslaco

QUALIFICATIONS OF APPRAISER - LUIS CARLOS GARZA

Education

- Graduate 2002 University of Texas Pan American, Edinburg, Texas
  Bachelor of Business Administration
- Graduate 1995 McAllen High School, McAllen, Texas

Licenses Held

- State Certified General Real Estate Appraiser
  Number TX – 1338051-General
  Licensed since July 28, 2008
  Expires: July 31, 2010 (Active)

Public Service Organization

- McAllen Palm City Lions Club
- Associate Member of the International Right of Way Association (IRWA) (Member # 78992)

Work Experience

- Employee of Leonel Garza Jr. and Associates since 2004

CERTIFIED LETTER OF INSPECTION SENT TO PROPERTY OWNER OF RECORD

Leonel Garza Jr. & Associates LLC
Appraisal Services

State Certified General Real Estate Appraiser
Real Estate Property Tax Consultant

1419 Dove, Suite 1 - McAllen, Texas 78504
(956) 687-7295 (24 hour answering service) Fax (956) 687-9236

November 20, 2009

Parcel No 4B
Hidalgo County Irrigation District Number Two
P.O. Box 6
San Juan, Texas 78589

To Whom It May Concern:

Leonel Garza Jr. & Associates LLC has been contracted by Hidalgo County Right-of-Way Department, to appraise various properties along South McColl Road, for the purpose of acquiring additional right-of-way. The purpose of such "right-of-way" is for the expansion of a drainage system for the future expansion of South McColl Road. The project limits for the expansion is just Dicker Road North to Orangewood South Subdivision. The County of Hidalgo is interested in acquiring a portion of the eastern side of your property for this expansion in the name of the Hidalgo County in fee simple. Marked on the attached exhibit is the portion of land, which is to be appraised and purchased. This is the beginning process for future negotiations to acquire the land. Our office will inspect the subject property from the existing right-of-way on the week of November 23, 2009. If you or your representative wish to meet with us to discuss the purpose of the appraisal and join me for an on-site inspection of your land, I can be reached at (956) 687-7295. I will be researching the market area for any and all real estate sales, and would appreciate any leads or information in which you may have. If you have any questions please call the office of Leonel Garza Jr. & Associates LLC at (956) 687-7295.

With this letter I request permission to perform an on-site inspection and photograph your property. If you have any objections to our inspection of your property please call the office of Leonel Garza Jr. and Associates LLC at (956) 687-7295 prior to the proposed inspection date. Thank you.

Sincerely,

Leonel Garza III
State Certified General
Real Estate Appraiser
TX – 1328375-General

Cc: Hidalgo County Right-of-Way Department
Lupe Rodriguez – Right-of-Way Agent
2401 N Moorefield Road
Mission, Texas 78572
(956) 283-8134

AI-38990 **Planning Department 16. A.**

CC REGULAR

Meeting Date: 06/11/2013

Submitted For: Raul E. Sesin, P.E. **Submitted By:** Nora Cavazos, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

1. Preliminary Approval with Variance Request
a. Los Vientos Estates Subdivision – Pct. 4 (Kathryin I. East)
b. Mirage Ranches Subdivision – Pct. 4 (Richard Garza)

2. Final Approval
a. Aza Subdivision – Pct.1 (Jose Cruz Aza)

BACKGROUND

Attachments

Los Vientos Estates - Preliminary

AZA Subdivision - Final

Mirage Ranches Subdivision - Preliminary

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/30/2013 09:35 AM
Olga Garza	Olga Garza	06/06/2013 02:44 PM
Purchasing Department	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Nora Cavazos Started On: 05/29/2013 03:55 PM

Final Approval Date: 06/07/2013

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 COMMISSIONERS COURT MEETING

DATE: 06-11-2013

PROPOSED **LOS VIENTOS ESTATES** SUBDIVISION, PRECINCT No. **4** .

ENGINEER: **MELDEN & HUNT, INC.** DEVELOPER: **KATHRYN I. EAST**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☒ WITH VARIANCE

NUMBER OF LOTS: **15** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **North of Mile 22 ½ North Road approximate 400 feet East of Val Verde Rd.**

SUBDIVISION LIES WITHIN THE:
☒ *The rural area of the County.*
☐ *ETJ of_____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 **04-10-2013** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **Detention will be accomplished by a large detention swale on Lot 1**

DISTANCE TO A DRAIN DITCH: **Approximately 1 ½ mile of the Southeast corner of the development**

ROAD R.O.W. DEDICATION: **27.50 feet on Mile 22 ½ North Road**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **05-16-2013** : By, **Jesse Ozuna** R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **04-11-2013** **BY** **Elizardo "Chardo" Ramos** Environmental Health Division Manager

SEWER SYSTEM:
☒OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Jose A. 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 22 ½ North Road**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **04-09-2013** : By **Martin Ramirez,** Environmental Compliance Coordinator
☒**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 COMMISSIONERS COURT ON: _____, *20___.*

HIDALGO COUNTY SUBDIVISION ADVISORY BOARD RECOMMENDS:
☒ **Preliminary Approval with Variance Request** *subject comments and future recommendations by planning and other departments*
VARIANCE REQUEST TO HIDALGO COUNTY SUBDIVISIONRULE, APPENDIX 9, SECTION 9.3, PLATE 9.11 "RURAL SECTION COLLECTOR STREET" AND PLATE No.9.3 CLASS "C" PAVEMENT.
☐ **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.

*

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
FRED L. KURTH • ALLAN F. BOOE • KELLEY A. HELLER-VELA
TBPE Firm # F-1435

May 17, 2013

Raul Sesin, P.E., C.F.M.
Planning Director
Hidalgo County Planning Dept.
1304 S. 25th St.
Edinburg, TX 78539

Re: LOS VIENTOS ESTATES – Variance Request for 1/3 Escrow on Mile 22½ North Under The Hidalgo County Subdivision Rules, Appendix 9, Section 9.3, Plate 9.11 "Rural Section Collector Street" and "Plate No. 9.3 Class "C" Pavement"

Dear Mr. Sesin:

On behalf of the developer, CACTUS FLAT, LLC., we are requesting a variance for the paving width of Mile 22 ½ North for the proposed Los Vientos Estates. We would request a 24-foot asphalt, 28-foot caliche, Class "C" Pavement Section.

Please consider this request and advise us as soon as possible on your decision. If you have any questions or comments, please contact our office. Thank you.

Sincerely,
MELDEN & HUNT, INC.

Fred L. Kurth, P.E., R.P.L.S.
President

cc: Kathryn East (Cactus Flat, LLC.)

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
FRED L. KURTH • ALLAN F. BOOE • KELLEY A. HELLER-VELA
TBPE Firm # F-1435

DATE: 5/17/2013

ENGINEER'S ESTIMATE-QUANTITY FORM
LOS VIENTOS ESTATES

MILE 22-1/2 NORTH ROAD
PAVING IMPROVEMENTS:

1.	1 1/2" HMAC with Tack Coat	4,228	SY	$	7.00	$	29,596.00
2.	8" Caliche Base with Prime Coat	4,933	SY	$	6.60	$	32,557.80
3.	Excavation & Grading	5,285	SY	$	1.00	$	5,285.00
4.	3% Lime	65	TN		$125.00	$	8,125.00
5.	Road side ditch (north side)	16	STA	$	125.00	$	2,000.00
6	Street Testing	1	LS	$	1,500.00	$	1,500.00
7	Striping	1	LS	$	1,000.00	$	1,000.00
Total Paving Improvements (24-foot road)						**$**	**80,063.80**
				1/3 Escrow		**$**	**26,687.93**

115 W. McINTYRE • EDINBURG, TX 78541 • OFF: (956) 381-0981 • FAX: (956) 381-1839 • www.meldenandhunt.com
227 N. FM 3167 • RIO GRANDE CITY, TX 78582 • OFF: (956) 487-8256 • FAX: (956) 488-8591

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
FRED L. KURTH • ALLAN F. BOOE • KELLEY A. HELLER-VELA
TBPE Firm # F-1435

DATE: 5/17/2013

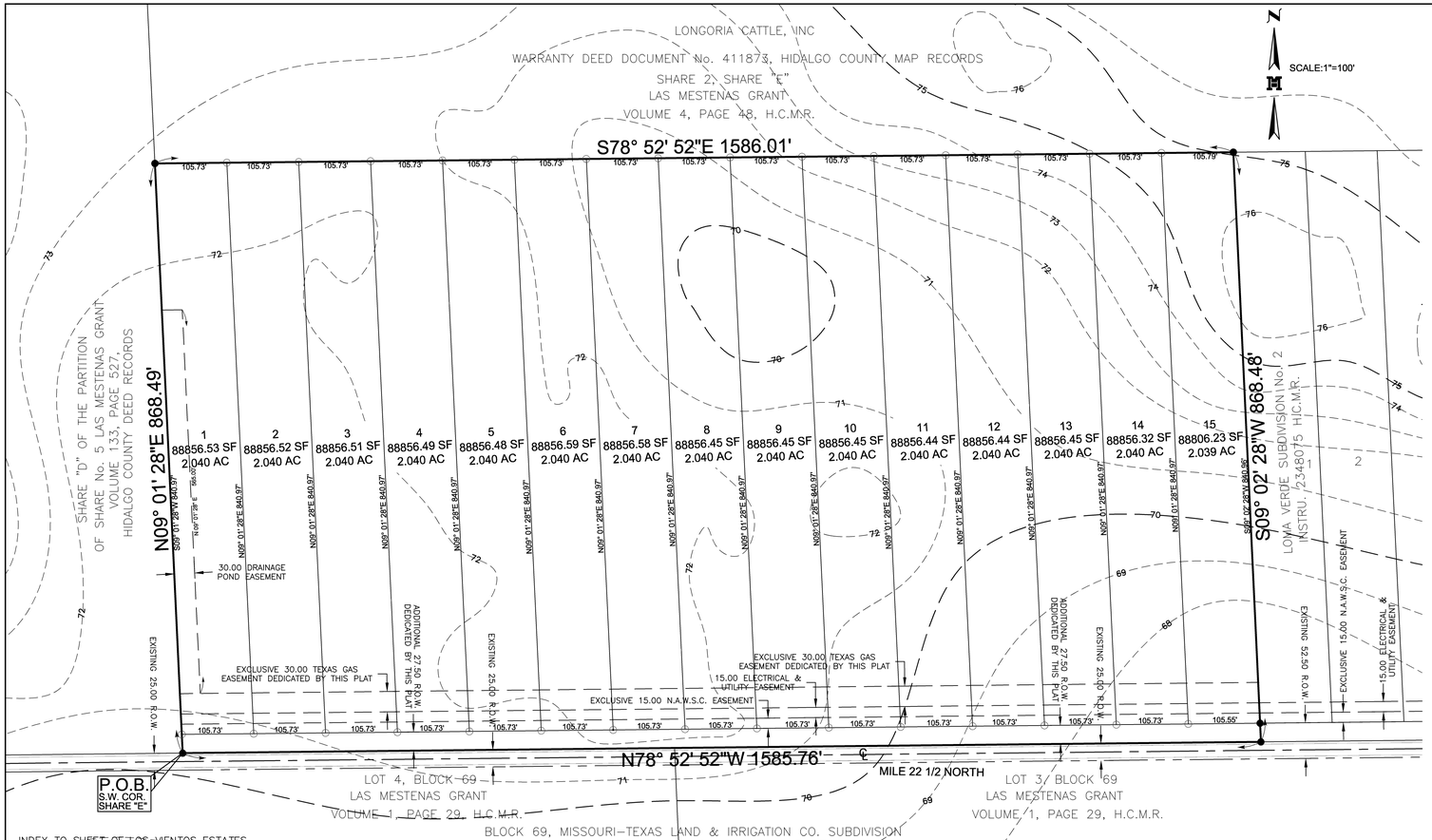
ENGINEER'S ESTIMATE-QUANTITY FORM
LOS VIENTOS ESTATES

MILE 22-1/2 NORTH ROAD
PAVING IMPROVEMENTS:

1.	2" HMAC with Tack Coat	6,343	SY	$	8.50	$	53,915.50
2.	8" Caliche Base with Prime Coat	7,047	SY	$	6.60	$	46,510.20
3.	Excavation & Grading	7,400	SY	$	1.50	$	11,100.00
4.	3% Lime	91	TN		$125.00	$	11,375.00
5.	Road side ditch (north side)	16	STA	$	125.00	$	2,000.00
6	Street Testing	1	LS	$	1,500.00	$	1,500.00
7	Striping	1	LS	$	1,000.00	$	1,000.00

Total Paving Improvements (36-foot raod) **$ 127,400.70**

1/3 Escrow **$ 42,466.90**



INDEX TO SHEET OF LOS VIENTOS ESTATES

SHEET 1: HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP; LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; ENGINEERING CERTIFICATION; APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY JUDGE CERTIFICATE, H.C.D.D. No. 1, HIDALGO COUNTY RIGHT OF WAY DEPARTMENT CERTIFICATE, HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE; NORTH ALAMO WATER SUPPLY CORPORATION CERTIFICATION.

SHEET 2: ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER / OSSF AND ENGINEERS CERTIFICATION (ENGLISH AND SPANISH VERSION), WATER DETAILS;

SHEET 3: MAP OF TOPOGRAPHY AND DRAINAGE; DRAINAGE POND REVISION NOTES, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE POND, ENGINEERING CERTIFICATION; CONSTRUCTION DETAILS.

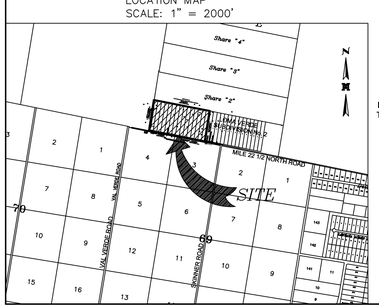
PROJECT LEGEND

- ● FND. No.4 REBAR
- ○ SET No.4 REBAR W/PLASTIC CAP STAMPED MELDEN & HUNT

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

LOS VIENTOS ESTATES IS LOCATED IN THE EAST PART OF HIDALGO COUNTY ON THE NORTH SIDE OF MILE 22½ NORTH ROAD, APPROXIMATELY 450 FEET WEST OF ITS INTERSECTION WITH SHKINNR ROAD AND MILE 22½ NORTH ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY EDINBURG (POPULATION 77,100). LOS VIENTOS ESTATES LIES APPROXIMATELY 4.5 MILES FROM THE CITY LIMITS (AND IS NOT WITHIN THE 2 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001.
THIS SUBDIVISION FALLS WITHIN PRECINCT 4.

LOCATION MAP
SCALE: 1" = 2000'



MELDEN & HUNT, INC.
TEXAS REGIST. F-1435

MELDEN & HUNT INC.
CONSULTANTS ENGINEERS SURVEYORS

115 W. McINTYRE — OFF: (956) 381-0981
EDINBURG, TX. 78541 — FAX: (956) 381-1839
227 N. F.M. 3167 — OFF: (956) 487-8256
RIO GRANDE CITY, TX. 78582 — FAX: (956) 488-8591
E-MAIL: www.meldenandhunt.com — ESTABLISHED 1947

PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	KATHRYN I. EAST	2112 W. UNIVERSITY DR,	EDINBURG, TX. 78539	PHONE	FAX
ENGINEER:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX. 78541	(956) 381-0981	(956) 381-1839
SURVEYOR:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX. 78541	(956) 381-0981	(956) 381-1839

SUBDIVISION MAP OF
LOS VIENTOS ESTATES

BEING 31.598 ACRES OUT OF
SHARE 1 OUT OF SHARE "E" OUT OF
THE LAS MESTENAS GRANT
VOL. 4, PG. 48 H.C.M.R.
HIDALGO COUNTY, TEXAS

DESCRIPTION OF LOS VIENTOS ESTATES

METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 31.598 ACRES, SITUATED IN THE COUNTY OF HIDALGO, TEXAS, BEING A CERTAIN TRACT OUT OF SHARE 1 OUT OF SHARE "E" OUT OF LAS MESTENAS GRANT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 4, PAGE 48, HIDALGO COUNTY MAP RECORDS, SAID 31.598 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A No. 4 REBAR FOUND AT THE SOUTHWEST CORNER OF SAID SHARE 1, SHARE "E", & THE NORTH RIGHT-OF-WAY OF MILE 22½ NORTH FOR THE SOUTHWEST CORNER OF THIS TRACT;

1. THENCE, N 09° 01' 28" E ALONG THE WEST LINES OF SAID SHARE 1, SHARE "E" A DISTANCE OF 686.49 FEET TO A No. 4 REBAR FOUND FOR THE NORTHWEST CORNER OF SHARE 1, SHARE "E" AND FOR THE NORTHWEST CORNER OF THIS TRACT;
2. THENCE, S 78° 52' 52" E ALONG THE NORTH LINE OF SAID SHARE 1, SHARE "E" A DISTANCE OF 1586.02 FEET TO A No. 4 REBAR FOUND ON THE NORTH LINE OF SAID SHARE 1, SHARE "E" & THE NORTHWEST CORNER OF LOT 1, LOMA VERDE SUBDIVISION No. 2 INSTRUMENT 2348075 H.C.M.R. FOR THE NORTHEAST CORNER OF THIS TRACT;
3. THENCE, S 09° 02' 28" W ALONG THE WEST LINE OF SAID LOT 1 AT A DISTANCE OF 840.35 PASS A No 4 REBAR FOUND ON THE NORTH RIGHT-OF-WAY OF MILE 22½ NORTH AND CONTINUE A DISTANCE OF 686.48 FEET TO A No. 4 REBAR FOUND ON THE SOUTH LINE OF SAID SHARE 1, SHARE E FOR THE SOUTHEAST CORNER OF THIS TRACT;
4. THENCE, N 78° 52' 52" W ALONG THE SOUTH LINE OF SAID SHARE 1, SHARE "E" AND THE NORTH RIGHT-OF-WAY OF MILE 22½ NORTH A DISTANCE OF 1585.76 FEET TO THE POINT OF BEGINNING, AND CONTAINING 31.598 ACRES OF LAND, MORE OR LESS.

RIGHT OF WAY EASEMENT

KNOWN ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND LAY AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE FOR WHICH THE ABOVE-MENTIONED EASEMENT HEREBY GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED.

IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND DESCRIBED ABOVE FOR THE PURPOSE OF LATERALLY RELOCATING SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED.

THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE A COVENANT RUNNING WITH THE LAND FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT SHE IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS, EXCEPT THE FOLLOWING:

THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF THE TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF, THE SAID GRANTOR HAS EXECUTED THIS INSTRUMENT THE DAY OF _____ 20 ____.

_____
(GRANTOR'S SIGNATURE)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED KATHRYN I EAST KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 20 ____.

_____
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:

GENERAL PLAT NOTES & RESTRICTIONS:
HIDALGO COUNTY GENERAL SUBDIVISION PLAT NOTES

1. FLOOD ZONE STATEMENT: ZONE "X" (UNSHADED) AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN COMMUNITY-PANEL NO. 480334 0325 D EFFECTIVE DATE: MAY 17, 2001 & COMMUNITY-PANEL NO. 480334 0350 C EFFECTIVE DATE: MAY 17, 2001. THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN. COMMUNITY-PANEL NO. 480334 0325 D EFFECTIVE DATE: MAY 17, 2001 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR HAVE IDENTIFIED NO OTHER AREAS AS SHOWN ON THIS PLAT ARE WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN. CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).
2. SETBACKS:
FRONT: 50.00 FEET.
REAR: 35.00 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. 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 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISHED FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
5. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
-->B.M. NO. 1-ELEV. 67.50 N.G.V.D. 29 DESCRIPTIONS: ALUMINUM DISK SET IN 2'X2' CONCRETE SLAB SET ALONG THE NORTH SIDE OF MILE 22½ NORTH ROAD APPROXIMATELY 3.00 FEET SOUTH AND 3 FEET WEST FROM THE SOUTHEAST CORNER OF LOT 15 OF THIS SUBDIVISION.
-->B.M. NO. 2-ELEV. 71.46 N.G.V.D. 88 DATUM. DESCRIPTIONS: FOUND No. 4 REBAR WITH MELDEN&HUNT CAP LOCATED ON THE SOUTHEAST CORNER OF LOT 15 OF LOMA VERDE SUBDIVISION No. 2. INSTRUMENT 2348075 H.C.M.R.
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 35,447 CUBIC-FEET 0.814 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.) THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE IF IT'S DETERMINES AT THE DEVELOPMENT PERMIT STATE ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAT PLAT ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THIS SUBDIVISION.
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. 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 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 PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEPTIC, 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. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL 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.
12. 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.
13. THERE ARE NO VISIBLE WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION
14. KATHRYN I. EAST, THE OWNER & SUBDIVIDER OF LOS VIENTOS ESTATES, RETAINS A BLANKET EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO. 2 OF THIS PLAT.

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY RIGHT-OF-WAY DEPARTMENT

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LOS VIENTOS ESTATES, WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT-OF-WAY DEPARTMENT

ON _____DAY OF_____, 20____.

_____ _____
HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY HEALTH DEPARTMENT

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LOS VIENTOS ESTATES, WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT

ON _____DAY OF_____, 20____.

_____ _____
ENVIRONMENTAL HEALTH DIVISION MANAGER — DATE

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, Kathryn I. East
AS OWNER OF THE 31.598 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED LOS VIENTOS ESTATES, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET(S), PARK, AND EASEMENTS SHOWN HEREIN.
I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS.

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

_____ DATE:
Kathryn I. East
2112 W. University Drive, PMB 703
Edinburg, Texas 78539

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED Kathryn I. East
PROVED TO ME THROUGH SHE TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVERS LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS_____DAY OF_____, 2013 .

_____
NOTARY PUBLIC, STATE OF, TEXAS
MY COMMISSION EXPIRES:

STATE OF TEXAS
COUNTY OF HIDALGO

I, FRED L. KURTH A REGISTERED PROFESSIONAL LAND SURVEYOR AND LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF LOS VIENTOS ESTATES WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON 8-10-11 AND THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION.

_____
FRED L. KURTH, PE # 54151 — RPLS # 4750
DATE SURVEYED: 8-10-11 — JOB No. 13045. 00
DATE PREPARED: 3-22-13 — 11008. 13
T- 919 PG. 51
MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS — FRED L. KURTH — 54151 — LICENSED PROFESSIONAL ENGINEER

STATE OF TEXAS — REGISTERED — FRED L. KURTH — 4750 — PROFESSIONAL LAND SURVEYOR

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
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 TEX. WATER CODE 49.211 (c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

_____

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

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF LOS VIENTOS ESTATES WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY
COMMISSIONERS COURT ON _____DAY OF_____ 20____.

_____ DATE _____
HIDALGO COUNTY JUDGE

ATTEST: _____ DATE _____
HIDALGO COUNTY CLERK

THE COUNTY OF HIDALGO TEXAS

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

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

SHEET 1 OF 3 SHEETS

MAP OF WATER DISTRIBUTION SYSTEM
MAPA DE SISTEMA DE DISTRIBUCION DE AGUA

SUBDIVISION MAP OF

LOS VIENTOS ESTATES

BEING 31.598 ACRES OUT OF
SHARE 1 OUT OF SHARE "E" OUT OF
THE LAS MESTENAS GRANT
VOL. 4, PG. 48 H.C.M.R.
HIDALGO COUNTY, TEXAS

LONGORIA CATTLE, INC

WARRANTY DEED DOCUMENT No. 411873, HIDALGO COUNTY MAP RECORDS

SHARE 2, SHARE "E"
LAS MESTENAS GRANT
VOLUME 4, PAGE 48, H.C.M.R.

SHARE "D" OF THE PARTITION
OF SHARE No. 5 LAS MESTENAS GRANT
VOLUME 133, PAGE 527,
HIDALGO COUNTY DEED RECORDS

S78° 52' 52"E 1586.01'

N09° 01' 28"E 868.49'

S09° 02' 28"W 868.48'

LOMA VERDE SUBDIVISION No. 2
INSTRU. 2348075 H.C.M.R.

N78° 52' 52"W 1585.76'

SCALE:1"=100'

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
88856.53 SF	88856.52 SF	88856.51 SF	88856.49 SF	88856.48 SF	88856.59 SF	88856.58 SF	88856.45 SF	88856.45 SF	88856.45 SF	88856.44 SF	88856.44 SF	88856.45 SF	88856.32 SF	88806.23 SF
2.040 AC	2.040 AC	2.040 AC	2.040 AC	2.040 AC	2.040 AC	2.040 AC	2.040 AC	2.040 AC	2.040 AC	2.040 AC	2.040 AC	2.040 AC	2.040 AC	2.039 AC

SOIL BORE

30.00 DRAINAGE POND EASEMENT

SEPTIC TANK

PROP. 2" FLUSH VALVE
FIRE HYDRANT
W/6" GATE VALVE
FLANGE ELEV. 71.00

EXCLUSIVE 30.00 TEXAS GAS EASEMENT DEDICATED BY THIS PLAT

PROP. 8" WATER LINE

ADDITIONAL 27.50 R.O.W. DEDICATED BY THIS PLAT

EXISTING 25.00 R.O.W.

PROP. FIRE HYDRANT
W/6" GATE VALVE
FLANGE ELEV. 72.00

EXCLUSIVE 15.00 N.A.W.S.C. EASEMENT

15.00 ELECTRICAL & UTILITY EASEMENT

PROP. FIRE HYDRANT
W/6" GATE VALVE
FLANGE ELEV. 70.50

REMOVED EXISTING 2" FLUSH VALVE
CONNECT PROP. 8" WATER LINE
TO EXISTING 8" WATER LINE

EXISTING 8" WATER LINE

8"WL — W — W

P.O.B.
S.W. COR.
SHARE "E"

MILE 22 1/2 NORTH

PROP. 8" GATE VALVE

SKINNER ROAD

LOT 4, BLOCK 69
LAS MESTENAS GRANT
VOLUME 1, PAGE 29, H.C.M.R.

LOT 3, BLOCK 69
LAS MESTENAS GRANT
VOLUME 1, PAGE 29, H.C.M.R.

BLOCK 69, MISSOURI-TEXAS LAND & IRRIGATION CO. SUBDIVISION

LEGEND:
- SET REBAR
- FOUND REBAR
- PROPOSED DUAL WATER SERVICE
- PROPOSED SINGLE WATER SERVICE
- SEPTIC — PROPOSED SEPTIC TANK

TYPICAL DETAILS OF SERVICE LINES AND WATER METER BOX

DETALLE TIPICO DE LINEAS DE SERVICIO Y MEDIDORES DE AGUA

LEYENDA
- VARILLA ASENTADA
- VARILLA ENCONTRADO
- SERVICIO DOBLE DE AGUA PROPUESTO
- SERVICIO INDIVIDUAL DE AGUA PROPUESTO
- SEPTIC — TANQUE SEPTICO

COST ESTIMATE:

PAVING IMPROVEMENTS:	$ 25,000.00
DRAINAGE IMPROVEMENTS:	$ 7,500.00
WATER DISTRIBUTION:	$ 86,360.00
SEPTIC TANKS	$ 22,500.00
IMPROVEMETNS / OSSF:	

ESTIMACION DE COSTOS:

PAVIMENTACION DE CALLES:	$ 25,000.00
DREAJE PLUVIAL:	$ 7,500.00
SERVICIO DE AGUA POTABLE:	$ 86,360.00
SERVICIO DE DRENAJE SANITARIO	$ 22,500.00

NOTE:
FIRE HYDRANT SHALL BE PLACED 3'-0" BEHIND BACK OF CURB, AND 3" TO 6" FROM TOP OF CURB TO TOP OF FLANGE.

FIRE HYDRANT (MUELLER, SUPER CENTURIAN 200)

3'-0"

3'-0" NORMALLY (SEE PLANS)

EXTENSION (ONLY WHEN NEEDED)

M.J. HUB-END

M.J. RETAINER GLAND

6" GATE VALVE M.J.xFLG. INCLUDING VALVE BOX

3'-0" MIN.

DROP 12" OF PEA GRAVEL

NOTE: DRAIN HOLES MUST NOT BE PLUGGED

12" MIN.

12" MIN.

6" PIPE

CONCRETE THRUST BLOCK (POURED IN PLACE)

NOTE:
LINE TEE TO BE PAID FOR WITH ALL OTHER FITTINGS; VALVES, TIT & PIPE TO BE INCLUDED WITH FIRE HYDRANT

MATER MAIN M.J.xM.J.xFLG., TEE FITTING

SECTION

TYPICAL FIRE HYDRANT INSTALLATION
N.T.S.

PAVEMENT or NAT. GROUND

COVER

3" x 3" Concrete Collar

1 1/2" SPACE VALVE BOX

EARTH UNDER FLANGE TO BE FIRM & WELL TAMPED TO INSURE AGAINST VALVE BOX SETTLING.

ALL VALVES SHALL HAVE A 3'X3' CONCRETE COLLAR AROUND FLANGE TO INSURE AGAINST VALVE BOX SETTLING.

VALVE BOX IN BOOT SHALL BE CAST IRON

6" C.I. NIPPLE

M.J. SLEEVE COUPLING

1'-6" MIN. 6'-0" MAX.

1'-6" MIN. 6'-0" MAX.

M.J. SLEEVE COUPLING

WATER MAIN (C-900 DR-18)

ANCHOR RODS

CONCRETE BLOCK (POURED IN PLACE)

TYPICAL VALVE and VALVE BOX INSTALLATION
N.T.S.

PLASTIC METER BOX DFW/HPI MODEL D-1200 WITH HINGED SELF CLOSING CAST IRON LID, OR EQUAL

HINGED CAST IRON COVER

NAT. GRND.

WATER METER PRECISION METER CO. MULTI-JET TYPE, DIRECT DRIVE REGISTER; OR EQUAL

6"

INSTA-TITE ANGLE STOP WITH LOCK-EARS OR EQUAL

METER COUPLING

TO BLDG.

TO WATER MAIN

NOTE: ANGLE STOP IS NOT INCLUDED IN WATER METER INSTALLATION.

3/4" POLYETHYLENE SDR-9 WITH INSTA-TITE FITTINGS

TYPICAL WATER METER INSTALLATION
N.T.S.

VARIES USUAL 3"

PROP. 2" (COMP.) H.M.A.C. ACP. TY. D. CLASS 1. (TO BE OMITTED ON UNPAVED STREET.

PROP. 18" TYPE F GRADE 3 COMPACTED CALICHE BASE COMPACTED TO 95% PROCTOR IN THREE 6" LIFTS

EARTHEN BACKFILL SHALL BE MECHANICALLY TAMPED IN 6" LAYERS TO 95% PROCTOR

REFER TO P.C.V. PIPE BEDDING REQUIREMENTS FOR LAYING PROPOSED WATER LINE.

PROP. LINE

PAVED and UNPAVED STREET BACKFILL DETAIL
N.T.S.

WATER MAIN LINE

MAIN LINE x 1" BRONZE SERVICE SADDLE

POLYETHYLENE WATER TUBING "TOUGH TUBING" A.S.T.M. D3747

3/4" ANGLE OR CURB STOP

3/4" PVC SERVICE LINE

STREET R.O.W.

PLASTIC METER BOX DFW/HPI MODEL D-1200 WITH HINGED SELF CLOSING CAST IRON LID, OR EQUAL

PROPERTY LINE

1" PVC SERVICE LINE

1"x3/4"x3/4" U-BRANCH

12" MIN.

12" MIN.

1" INSTA-TITE CORPORATION STOP, SERVICE LINES 2" AND LARGER A VALVE WILL BE REQUIRED BY THE MAIN WATER LINE

PROPERTY LINE

PLASTIC METER BOX DFW/HPI MODEL D-1200 WITH HINGED SELF CLOSING CAST IRON LID, OR EQUAL

DUAL WATER SERVICE CONNECTION
N.T.S.

NOTE: IF UTILITY EASEMENT IS DEDICATED AT THE FRONT OF THE LOT, THE LOCATION OF THE ANGLE STOP IS TO BE DETERMINED BY N.A.W.S.C. AND THE ENGINEER.

WATER MAIN LINE

MAIN LINE x 3/4" BRONZE SERVICE SADDLE

POLYETHYLENE SDR-9 WITH INSTA-TITE FITTINGS

3/4" ANGLE OR CURB STOP

PLASTIC METER BOX DFW/HPI MODEL D-1200 WITH HINGED SELF CLOSING CAST IRON LID, OR EQUAL

3/4" PVC SERVICE LINE

3/4" INSTA-TITE CORPORATION STOP, SERVICE LINES 2" AND LARGER A VALVE WILL BE REQUIRED BY THE MAIN WATER LINE

PROPERTY LINE

STREET R.O.W.

SINGLE WATER SERVICE CONNECTION
N.T.S.

ENGINEERING REPORT FOR LOS VIENTOS ESTATES
BY: FRED L. KURTH
WATER SUPPLY: DESCRIPTION, COSTS, AND OPERABILITY DATE

LOS VIENTOS ESTATES WILL BE PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS. N.A.W.S.C HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

N.A.W.S.C. HAS AN EXISTING 8" DIAMETER WATER LINE RUNNING WITHIN A N.A.W.S.C. EASEMENT ALONG THE NORTH SIDE OF THE MILE 22½ NORTH ROAD RIGHT-OF-WAY, ENDING ALONG THE SOUTHEAST CORNER OF LOT 1 OF LOMA VERDE SUBDIVISION No. 2 INSTRUMENT 2348075 H.C.M.R. THE WATER SYSTEM FOR LOS VIENTOS ESTATES CONSISTS OF A 8" DIAMETER WATER LINE THAT CONNECTS INTO THE EXISTING 8" LINE. THIS 8" WATER LINE THEN RUNS WEST WITHIN A 15.00' N.A.W.S.C. EASEMENT ALONG THE NORTH SIDE OF MILE 22½ NORTH ROAD APPROXIMATELY 1586.00 FEET ENDING WITH A 2" FLUSH VALVE ALONG THE WEST BOUNDARY LINE OF THIS SUBDIVISION.

WATER DISTRIBUTION FOR THE LOS VIENTOS ESTATES CONSISTS OF SEVEN -1" DIAMETER DUAL SERVICE LINES RUN TO PAIRS OF LOTS BEFORE SPLITTING INTO ¾" DIAMETER SERVICE LINES AND ONE -¾" DIAMETER SINGLE SERVICE LINES. SAID SERVICES TERMINATE AT THE WATER METER BOXES FOR EACH LOT. THE 8" LINE, THE DUAL SERVICES AND ¾" SINGLE SERVICES, AND THE METER BOXES HAVE ALREADY BEEN INSTALLED, AT A TOTAL COST OF $ 30,000.00, OR $ 2,000.00 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $17,250.00, WHICH COVERS THE $ 1,150.00 COST PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C. UPON REQUEST BY THE LOT OWNER, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE SUBDIVIDER HAS INSTALLED 4 FIRE HYDRANTS AT A UNIT COST OF $1,500.00 FOR A TOTAL COST OF $6,000.00. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES DESCRIPTION; COST AND OPERABILITY DATES

SEWAGE FROM LOS VIENTOS ESTATES WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAIN FIELD ON EACH LOT. THE SITE EVALUATOR JOSE A. GONZALEZ REGISTRATION # 12258 HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR A REPLACEMENT DRAIN FIELD.

SOIL EVALUATION REPORT:

EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A SANDY LOAM SOIL FOR THE AREA. SIX SOIL EXCAVATIONS WERE PERFORMED ON THE SITE, AT ACROSS THE PROPOSED DISPOSAL AREA. (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMIT AREA). THE SOIL IS A UNIFORM FINE SANDY LOAM & SANDY CLAY LOAM EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUND WATER OR A RESTRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS 1,400.00, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSF'S HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL AT A TOTAL COST OF $21,000.000. THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF ON XX-02-201X

ENGINEER CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL THE WATER AND THE UNCONSTRUCTED ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES – THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $ 47,250.00 WHICH EQUALS TO $ 3,150.00 PER LOT.

SEWAGE FACILITIES – SEPTIC SYSTEM IS ESTIMATED TO COST $ 1,400.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $ 21,000,000 FOR THE ENTIRE SUBDIVISION.

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS
FRED L. KURTH
54151
LICENSED
PROFESSIONAL ENGINEER

_____ _____
ENGINEER'S SIGNATURE DATE

REPORTE DE INGENIERIA DE LOS VIENTOS ESTATES
POR: FRED L. KURTH
ABASTECIMIENTO DE AGUA: DESCRIPCION, COSTOS Y FECHA DE OPERABILIDAD

LA SUBDIVISIÓN LOS VIENTOS ESTATES RECIBIRÁ SU PROVISIÓN DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (LA COMPAÑÍA DE AGUA (N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISIÓN Y N.A.W.S.C. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ SU PROVISIÓN DE AGUA POR LOS PRÓXIMOS 30 AÑOS. N.A.W.S.C. HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.

EL SISTEMA DE PROVISIÓN DE AGUA PARA LA SUBDIVISIÓN LOS VIENTOS ESTATES CONSISTE DE UN CONDUCTO DE AGUA DE 8 PULGADAS DE DIÁMETRO QUE PASA POR EL LADO NORTE DEL DERECHO DE VÍA (RIGHT OF WAY) DE LA CARRETERA MILE 22½ NORTH ROAD LOCALIZADO EN EL LADO SUROESTE DE LOTE 1 DE LOS VIENTO ESTATES INSRUMENT 2348075 H.C.M.R. EL SISTEMA DE PROVISIÓN DE AGUA DE LA SUBDIVISIÓN LOS VIENTO ESTATES CONSISTE DE UN CONDUCTO DE AGUA DE 8 PULGADAS DE DIÁMETRO QUE SE CONECTA EN EL CONDUCTO DE AGUA EXISTENTE DE 8 PULGADAS. ESTA LÍNEA DE 8 PULGADAS CUAL SIGUE HACIA EL OESTE DENTRO DE UNA CONSICION DE N.A.W.S.C. DE 15 PIES POR EL LADO NORTE DE LA CALLE MILE 22½ NORTH ROAD CORRIENDO APPROXIMAMENTE 1586.00 PIES TERMINANDO CON UNA VARVULA DE 2 PULGADAS EN LA LINEA DE PROPIEDAD DE ESTA SUBDIVISION.

DEL CONDUCTO DE AGUA DE 8 PULGADAS SE PRODUCEN SIETE DOBLE-CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO PARA CADA DOS LOTES. ESTOS CONDUCTOS SE SEPARAN PARA PRODUCIR DOS CONDUCTOS DE AGUA DE ¾ DE PULGADA DE DIÁMETRO PARA CADA LOTE, Y UN CONDUCTOS INDIVIDUALES DE AGUA DE ¾ DE PULGADA DE DIÁMETRO PARA UN LOTE Y SE HAN INSTALADO LOS CONDUCTOS DE AGUA DE 8 PULGADAS DE DIÁMETRO. LOS DOBLE-CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO, EL CONDUCTO DE ¾ DE PULGADA DE DIÁMETRO, Y LOS MEDIDORES MECÁNICOS DE AGUA A UN COSTO TOTAL DE $ 30,000.00 O $ 2,000.00 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA COMPAÑÍA N.A.W.S.C. $ 17,250.00, QUE CUBRE EL COSTO DEL MEDIDOR MECÁNICO DE AGUA PARA CADA LOTE $ 1,150.00. ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACIÓN DE CADA MEDIDOR Y LOS GASTOS DE CONEXIÓN. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑÍA N.A.W.S.C. LO INSTALARA SIN ALGÚN GASTO AL DUEÑO. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN HA INSTALADO 4 BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE $ 1,500.00 POR CADA UNO CUAL GASTA UNA CANTIDAD TOTAL $ 6,000.00. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: DESCRIPCIÓN, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISIÓN

SE INSTALARA UNA FOSA SÉPTICA EN CADA SOLAR DE LOS VIENTOS ESTATES. ESTA FOSA SETICA CONSISTE DE UN TANQUE SÉPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. EL INGENIERO AUTOR DE ESTE DOCUMENTO HA EVALUADO EL ÁREA DONDE SE ENCUENTRA LA SUBDIVISIÓN Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA ESAS FOSAS SÉPTICAS (OSSF). EL REPORTE FUE APROBADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT) SEGÚN EL REPORTE.

CADA LOTE EN LA SUBDIVISIÓN MIDE MEDIO ACRE. SE HICIERON CES EXCAVACIONES DE EVALUACIÓN EN LUGARES OPUESTOS EN LA SUBDIVISIÓN (EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA ÁREA ES SIGNIFICANTEMENTE UNIFORME). EL TERRENO ES UNIFORME (FRANCO ARCILLOSO FINO Y FRANCOARENOSO FINO) Y SE EXTIENDE A 36 PULGADAS BAJO TODAS LAS EXCAVACIONES PROPUESTAS. NO EXISTE EVIDENCIA DE AGUA 24 PULGADAS MAS ARRIBA DE LO MAS BAJO DE LAS EXCAVACIONES PROPUESTAS. EL AGUA EN ESTA ÁREA FLUYE BIEN.

EL COSTO TOTAL PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR SON $ 1,400.00 DÓLARES, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS TODAS LAS FOSA SÉPTICAS HAN SIDO INSTALADAS EN EL PROCESO DE LA APROBACIÓN FINAL. A UN COSTO TOTAL DE $ 21,000.00. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODOS LAS FOSAS SÉPTICAS Y AH APROBADO LA INSTALACIÓN DE LAS FOSAS SÉPTICAS DESDE (FECHA DE INSPECCIÓN).

CERTIFICACIÓN:
CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISIÓN RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCIÓN 16.343 DEL TEXAS WATER CODE (CÓDIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECÁNICO DE AGUA QUE COSTARA UN TOTAL DE $ 47,250 O $ 3,150.00 POR LOTE

DRENAJE: SE ESTIMA QUE LA FOSA SÉPTICA COSTARA $ 1,400.00 A UN COSTO TOTAL DE $21,000.00 TODA LA SUBDIVISIÓN.

_____ _____
ENGINEER'S SIGNATURE DATE

SUBDIVIDER CERTIFICATION

1. BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS AND OR WATER WELLS FOR EACH LOT(S) MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1. I, KATHRYN I. EAST SUBDIVIDER OF LOS VIENTOS ESTATES HERE BY CERTIFY SEWER PERMITS HAVE BEEN PAID AND COPIES OF RECEIPTS ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

_____
KATHRYN I. EAST

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED KATHRYN I. EAST KNOWN TO ME THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO BE THAT SHE EXECUTED THE SAME FOR PURPOSED AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE

_____DAY OF _____20_____.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES_____

MELDEN & HUNT, INC.
TEXAS REGIST. F-1435

MELDEN & HUNT INC.
CONSULTANTS ENGINEERS SURVEYORS

115 W. McINTYRE	OFF: (956) 381-0981
EDINBURG, TX. 78541	FAX: (956) 381-1839
227 N. F.M. 3167	OFF: (956) 487-8256
RIO GRANDE CITY, TX. 78582	FAX: (956) 488-8591
E-MAIL: www.meldenandhunt.com	ESTABLISHED 1947

Share 2

LONGORIA CATTLE, INC
WARRANTY DEED DOCUMENT No. 411873, HIDALGO COUNTY MAP RECORDS
SHARE 2, SHARE "E"
LAS MESTENAS GRANT
VOLUME 4, PAGE 48, H.C.M.R.

N
SCALE:1"=100'

S78° 52' 52"E 1586.01'

N09° 01' 28"E 868.49'

S09° 02' 28"W 868.48'

N78° 52' 52"W 1585.76'

SHARE "D" OF THE PARTITION
OF SHARE No. 5 LAS MESTENAS GRANT
VOLUME 133, PAGE 527,
HIDALGO COUNTY DEED RECORDS

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
88856.53 SF	88856.52 SF	88856.51 SF	88856.49 SF	88856.48 SF	88856.59 SF	88856.58 SF	88856.45 SF	88856.45 SF	88856.45 SF	88856.44 SF	88856.44 SF	88856.45 SF	88856.32 SF	88806.23 SF
2.040 AC	2.040 AC	2.040 AC	2.040 AC	2.040 AC	2.040 AC	2.040 AC	2.040 AC	2.040 AC	2.040 AC	2.040 AC	2.040 AC	2.040 AC	2.040 AC	2.039 AC

FL.=68.10

20.00 DRAINAGE POND EASEMENT

EXISTING 25.00 R.O.W.

FL.=68.00
EXCLUSIVE 30.00 TEXAS GAS EASEMENT DEDICATED BY THIS PLAT

ADDITIONAL 27.50 R.O.W. DEDICATED BY THIS PLAT

EXISTING 25.00 R.O.W.

EXISTING 18.00 CALICHE

EXCLUSIVE 30.00 TEXAS GAS EASEMENT DEDICATED BY THIS PLAT
15.00 ELECTRICAL & UTILITY EASEMENT
EXCLUSIVE 15.00 N.A.W.S.C. EASEMENT

ADDITIONAL 27.50 R.O.W. DEDICATED BY THIS PLAT

EXISTING 25.00 R.O.W.

EXISTING 18.00 CALICHE
EXISTING 5.50 R.O.W.

EXCLUSIVE 15.00 N.A.W.S.C. EASEMENT

15.00 ELECTRICAL & UTILITY EASEMENT

P.O.B.
S.W. COR.
SHARE "E"

CONTRACTOR TO RECONSTRUCT ROAD SIDE DITCH TO COUNTY SPECIFICATIONS

LOT 4, BLOCK 69
LAS MESTENAS GRANT
VOLUME 1, PAGE 29, H.C.M.R.

BLOCK 69, MISSOURI-TEXAS LAND & IRRIGATION CO. SUBDIVISION
VOLUME 1, PAGE 29, HIDALGO COUNTY MAP RECORDS

MILE 22 1/2 NORTH

CONTRACTOR TO RECONSTRUCT ROAD SIDE DITCH TO COUNTY SPECIFICATIONS

LOT 3, BLOCK 69
LAS MESTENAS GRANT
VOLUME 1, PAGE 29, H.C.M.R.

LOMA VERDE SUBDIVISION No. 2
INSTRU. 2348075 H.C.M.R.

EXISTING 18' CALICHE ROAD

MILE 22 1/2 NORTH

SKINNER ROAD

30' SWALE EASE.

FL.=71.50
34"
3
1
FL.=68.65

POND DETAIL
N.T.S.

DRAINAGE STATEMENT
LOS VIENTOS ESTATES

LOS VIENTOS ESTATES IS A 31.598 ACRES TRACT OF LAND OUT SHARE 1, SHARE "E" OUT OF LAS MESTENAS GRANT, HIDALGO COUNTY TEXAS AS RECORDED IN VOLUME 4, PAGE 48, HIDALGO COUNTY MAP RECORDS. THE PROPERTY IS LOCATED ALONG THE NORTH SIDE OF MILE 22 ½ NORTH AND APPROXIMATELY 450 FEET WEST OF SKINNER ROAD. THE PROPERTY IS CURRENTLY AGRICULTURE AND IS LOCATED IN ZONE "X" UNSHADED IN FEMA'S FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 480334 0325 D & 480334 0350 C, JUNE 6, 2000, MAP REVISED TO REFLECT LOMR DATE MAY 17, 2001. ZONE "X UNSHADED" IS DEFINED AS "AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN."

THE SOILS ARE WILLACY FINE SANDY LOAM AND RIO CLAY LOAM, WHICH ARE IN HYDROLOGIC GROUP "B", "C" & "D" RESPECTIVELY. SOIL GROUP "B" & "C" IS MODERATELY PERVIOUS WITH A RELATIVELY LOW PLASTICITY INDEX. SOIL GROUP "D" IS NOT VERY PERVIOUS AND HAS A HIGH PLASTICITY INDEX. (SEE EXCERPTS FROM "SOIL SURVEY OF HIDALGO COUNTY, TEXAS"). FOR THE PURPOSE OF THIS REPORT, WE WILL USE SOIL TYPE "B", THE MOST COMMON SOIL ON THE SITE.

EXISTING RUNOFF IS BY SURFACE FLOW IN AN EASTERLY DIRECTION AND HAS A RUNOFF OF 14.69 C.F.S. DURING THE 25-YEAR STORM FREQUENCY AS PER THE ATTACHED CALCULATIONS.

THE PROPOSED DRAINAGE FOR **LOS VIENTOS ESTATES** SHALL CONSIST OF SURFACE RUNOFF FROM THE LOTS INTO A PROPOSED DRAINAGE SWALE THE SOUTHWEST CORNER OF LOT 1. ADDITIONAL RUNOFF SHALL FLOW EAST THEN SOUTH WITHIN THE EXISTING ROAD SIDE DITCH THEN CONTINUE SOUTH WITHIN EXISTING DRAINAGE DITCHES ULTIMATELY DISCHARGING INTO THE NORTH MAIN DRAIN.

IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE POLICY, THE PEAK RATE OF RUNOFF IN THE SUBDIVISION WILL NOT BE INCREASED DURING THE 25-YEAR RAINFALL EVENT DUE TO THE IMPROVEMENTS IN THIS SUBDIVISION. THEREFORE, AS PER ATTACHED CALCULATIONS, 35,447 CUBIC FEET OF DETENTION WILL BE PROVIDED ON THE DETENTION SWALE IN THIS SUBDIVISION. A "TRAPEZOID" SHAPED SWALE SHALL BE CONSTRUCTED, 36 IN. DEEP IN ORDER TO DETAIN 35,900 CUBIC FEET OF RUNOFF. THE DRAINAGE SWALE SHALL BE ALLOWED TO EVAPORATE AND PERCOLATE INTO THE SOIL.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100 YEAR FLOODPLAIN AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0325 D & 480334 0350 C, JUNE 6, 2000, MAP REVISED MAY 17, 2001 LOMR IS CONTAINED WITHIN THE DRAINAGE SWALE ALONG THE WEST SIDE OF LOT 1 OF THE SUBDIVISION.

FRED L. KURTH, PE # 54151 RPLS # 4750 DATE:

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS
FRED L. KURTH
54151
LICENSED
PROFESSIONAL ENGINEER

MAP OF TOPOGRAPHY AND DRAINAGE:
MAPA DE TOPOGRAFIA Y DESAGUE:

SUBDIVISION MAP OF

LOS VIENTOS ESTATES

BEING 31.598 ACRES OUT OF
SHARE 1 OUT OF SHARE "E" OUT OF
THE LAS MESTENAS GRANT
VOLUME, PAGE 48 H.C.M.R.
HIDALGO COUNTY, TEXAS

MELDEN & HUNT, INC.
TEXAS REGIST. F-1435

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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 COMMISSIONERS COURT MEETING

DATE: 06-11-2013

PROPOSED **AZA** SUBDIVISION, PRECINCT No. **1** .

ENGINEER: **NAIN ENGINEERING** DEVELOPER: **RENEE A. AZA**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **3** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **North of Mile 13 ½ North Road Approximate 660 feet East of FM 1015**

SUBDIVISION LIES WITHIN THE:
☒ *The rural area of the County.*
☐ *ETJ of_____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 **06-14-2012** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **Drainage detention swales**

DISTANCE TO A DRAIN DITCH: **Approximately 700 feet south of development.**

ROAD R.O.W. DEDICATION: **40.00 feet on Mile 13 ½ North Road by this plat**

H.C.R.O.W.FINAL APPROVED DATE: **04-16-2013** : By, **Roy Gonzales** R.O.W. AGENT

SEWER SYSTEM:
☒ SOIL ANALYSIS WERE CONDUCTED BY: **Jose A. Gonzalez**
☒ OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: **04-24-2013**
☐ SANITARY SEWER BY:_____ LINE SIZE:_____LOCATION:_____

WATER SERVICE PROVIDER: **N.A.W.S.C.** LINE SIZE: **2 ½ "** LOCATION: **Mile 13 ½ North Road**

H.C.O.E.C. FINAL APPROVED DATE: **04-15-2013** : By **Martin Ramirez**

☒ **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 COMMISSIONERS COURT ON: ***JULY 24, 2012***

HIDALGO COUNTY SUBDIVISION ADVISORY BOARD RECOMMENDS:
☒ **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.*

AZA SUBDIVISION

A 5.97 ACRE TRACT OF LAND OUT OF FARM TRACT 1119, WEST AND TRACT SUBDIVISION, ACCORDING TO MAP RECOREDED IN VOLUME 2, PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER DOCUMENT No. 767072 OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 5.97 ACRE TRACT OF LAND OUT OF FARM TRACT 1119, WEST AN ADAMS TRACT SUBDIVISION ACCORDING TO THE MAP RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER DOCUMENT NUMBER 767072, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A NAIL FOUND ON THE NORTH LINE OF FARM TRACT 1119, AND IN THE CENTERLINE OF MILE 13 ½ NORTH ROAD FOR THE NORTHEAST CORNER OF THIS TRACT, SAID NAIL BEARS WEST, 266.00 FEET FROM THE NORTHEAST CORNER OF FARM TRACT 1119;

THENCE: SOUTH, PASSING A ½" IRON ROD FOUND AT 20.00 FEET FOR THE SOUTH R.O.W. LINE OF MILE 13 ½ NORTH ROAD, A TOTAL DISTANCE OF 660.00 FEET TO A ½" IRON ROD FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE: WEST; A DISTANCE OF 394.00 FEET TO A ½" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE: NORTH, PASSING A ½" IRON ROD FOUND AT 640.00 FEET FOR THE SOUTH R.O.W. LINE OF MILE 13 ½ NORTH ROAD, A TOTAL DISTANCE OF 660.00 FEET TO A NAIL FOUND ON THE NORTH LINE OF FARM TRACT 1119 AND IN THE CENTERLINE OF MILE 13 ½ NORTH ROAD FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE: EAST, ALONG THE NORTH LINE OF FARM TRACT 1119, AND THE CENTERLINE OF MILE 13 ½ NORTH ROAD, A DISTANCE OF 394.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.97 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 HERIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN, THUS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR CONVENANTS THAT IT IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIES EXCEPT THE FOLLOWING: THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED 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 CONTRAVES 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 28th DAY OF August, 2012.

JOSE C. AZA
OWNER: JOSE CRUZ AZA
ADDRESS: RT 2, BOX 5161
WESLACO, TEXAS. 78596

Rafaela Aza
OWNER: RAFAELA AZA
ADDRESS: RT 2, BOX 5161
WESLACO, TEXAS. 78596

Renee Aza
OWNER: RENE A AZA
ADDRESS: RT 2, BOX 5161
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 AZA SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, 2013.

HIDALGO COUNTY JUDGE — DATE

ATTEST: HIDALGO COUNTY CLERK — DATE

THE COUNTY OF HIDALGO TEXAS

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

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

DATE OF PREPARATION: JUNE 10, 2012

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

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

WE, JOSE CRUZ AZA, RENE A. AZA AND RAFAELA AZA OWNERS OF THE 5.97 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED "AZA 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.

JOSE C. AZA
OWNER: JOSE CRUZ AZA
ADDRESS: RT 2, BOX 5161
WESLACO, TEXAS. 78596

Rafaela Aza
OWNER: RAFAELA AZA
ADDRESS: RT 2, BOX 5161
WESLACO, TEXAS. 78596

Renee Aza
OWNER: RENE A AZA
ADDRESS: RT 2, BOX 5161
WESLACO, TEXAS. 78596

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED JOSE CRUZ AZA, RENEE A. AZA AND RAFAELA AZA 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 28th DAY OF August, 2012

LEONOR ARRATIA
Notary Public, State of Texas
My comission Expires
December 19, 2014

NOTARY PUBLIC, FOR THE STATE OF TEXAS

THIS PLAT IS HERE BY APPROVED BY THE HIDALGO & CAMERON COUNTY IRRIGATION DISTRICT No. 9
DATED THIS 5 DAY OF Sept, 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: _____

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF AZA SUBDIVISION WAS REVEWED 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 AZA SUBDIVISION WAS REVEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARMENT ON _____.

HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER — DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, HOMERO LUIS GUTERREZ, 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
REGISTERED
HOMERO LUIS GUTIERREZ
2791
PROFESSIONAL LAND SURVEYOR

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.

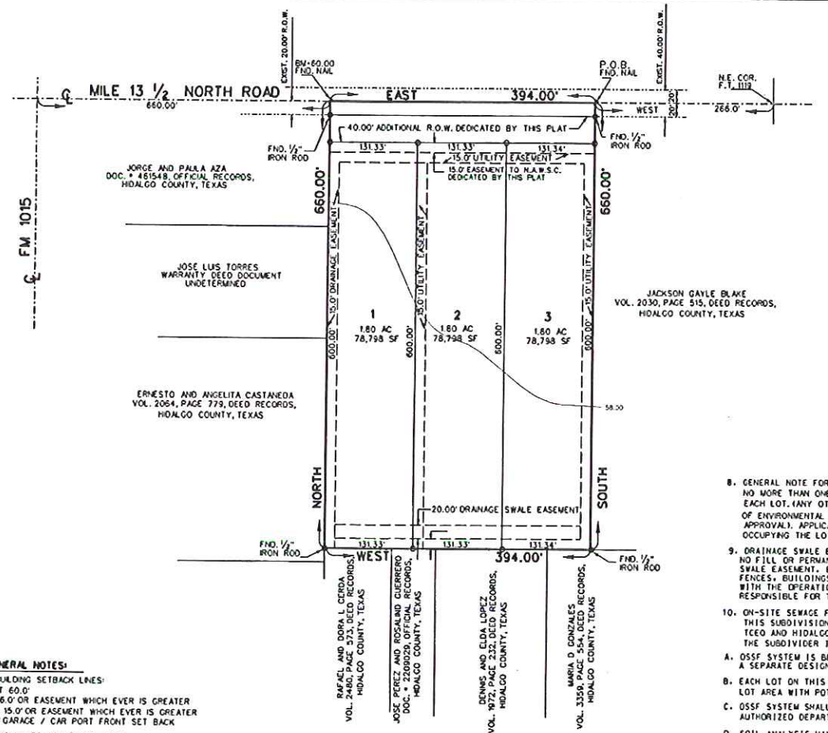
GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER No. 94001 6/26/12
526 N. 5TH ST.
DONNA, TEXAS. 78537

STATE OF TEXAS
GUILLERMO
ARRATIA
94001
LICENSED
PROFESSIONAL ENGINEER

SHEET 1 OF 2

INDEX TO SHEET OF AZA SUBDIVISION

SHEET 1	HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY APPROVAL CERTIFICATES; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.I.D. CERTIFICATION; C.C.I.D. NO. 9 CERTIFICATE OF APPROVAL; REVISION NOTES; H.C.H.D.; AND H.C.M.D.W.
SHEET 2	WATER DISTRIBUTION AND ON-SITE SEWAGE FACILITY; ENGINEERING REPORT (ENGLISH AND SPANISH VERSIONS), INCLUDING DESCRIPTION OF WATER AND WASTE WATER, AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSIONS); TYPICAL WATER SERVICE CONNECTIONS; 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



SC: 1" = 100'

GENERAL NOTES:

1. MIN. BUILDING SETBACK LINES:
FRONT 60.0'
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.

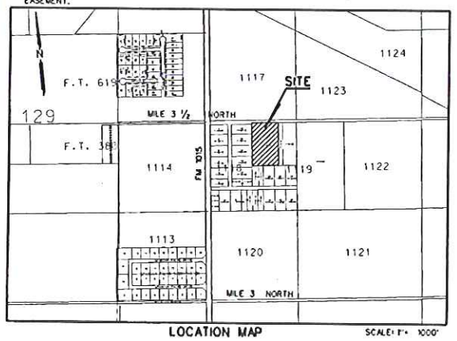
3. ● -DENOTES ½" IRON ROD FOUND UNLESS OTHERWISE NOTED.
○ -DENOTES ½" IRON ROD SET UNLESS OTHERWISE NOTED.
^ -DENOTES NAIL FOUND UNLESS OTHERWISE NOTED.

4. BENCHMARK ELEVATION 60.0' NAIL NORTHWEST CORNER OF THIS SUBDIVISION, - NGVD 1929.

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 8.032 CUBIC -FEET 0.18 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.



LOCATION MAP — SCALE: 1" = 1000'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

AZA SUBDIVISION IS WITHIN HIDALGO COUNTY PRECINCT No. 1 AND IS LOCATED EASTERLY HIDALGO COUNTY, ON THE SOUTH SIDE OF MILE 3 ½ NORTH ROAD, 660.00 FEET EAST OF FM 1015. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF WESLACO (POPULATION OF 31,442 2010 CENSUS). AZA SUBDIVISION LIES OUTSIDE THE 5 MILE EXTRATERRITORIAL JURISDICTION OF CITY OF WESLACO UNDER LOCAL GOVERNMENT CODE § 212.001.

8. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT

9. DRAINAGE SWALE EASEMENTS NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

10. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

F. A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITH IN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT LIMITED TO THE FOLLOWING ITEMS:

1. ANCHORING OF SEPTIC TANK(s)
2. BACK FLOW VALVES
3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL

11. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION

12. JOSE CRUZ AZA, RENE A AZA AND RAFAELA AZA., THE OWNERS & SUBDIVIDERS OF AZA SUBDIVISION RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

13. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

14. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPANCY AN EASEMENT.

15. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL AND INDUSTRIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

16. FIRE HYDRANTS INSTALLED WITHIN THE CORPORATION'S DISTRIBUTION SYSTEM ARE PROVIDED AT THE CONVENIENCE OF THE CORPORATION AND DO NOT IMPLY ANY RESPONSIBILITY ON THE PART OF THE CORPORATION TO MEET FIRE FLOW REQUIREMENTS.

17. IF THE PURCHASER(S) OF A LOT REQUIRES A COMMERCIAL LOT & SUBSEQUENTLY DETERMINE THAT A LARGER METER IS REQUIRED, THEN THE LUE WILL NEED TO BE CALCULATED AND APPROPRIATE FEES ON THE UPGRADE MUST BE PAID TO THE CORPORATION PRIOR TO THE INITIATION OF SERVICE ON SUCH LARGER METER(S). THE DEVELOPER WILL NEED TO ADVISE PURCHASERS OF THIS OBLIGATION.

18. ALL LOTS IN AZA SUBDIVISION ARE HEREBY GRANTED A " DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN AZA SUBDIVISION TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNER OF AZA SUBDIVISION THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSABLE 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 DRANAGE DISTRICT ARE ALSO ENTITLE TO RECOVER ALL ENFORCEMENT COSTS AND/OR MAINTENNACE 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 AZA SUBDIVISION BECAUSE AN ALTERNATIVE DRAINAGE SYSTEM, CONSTRUCTED AND MANTANED 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 AZA 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 AZA SUBDIVISION ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRANAGE 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 RECOREDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

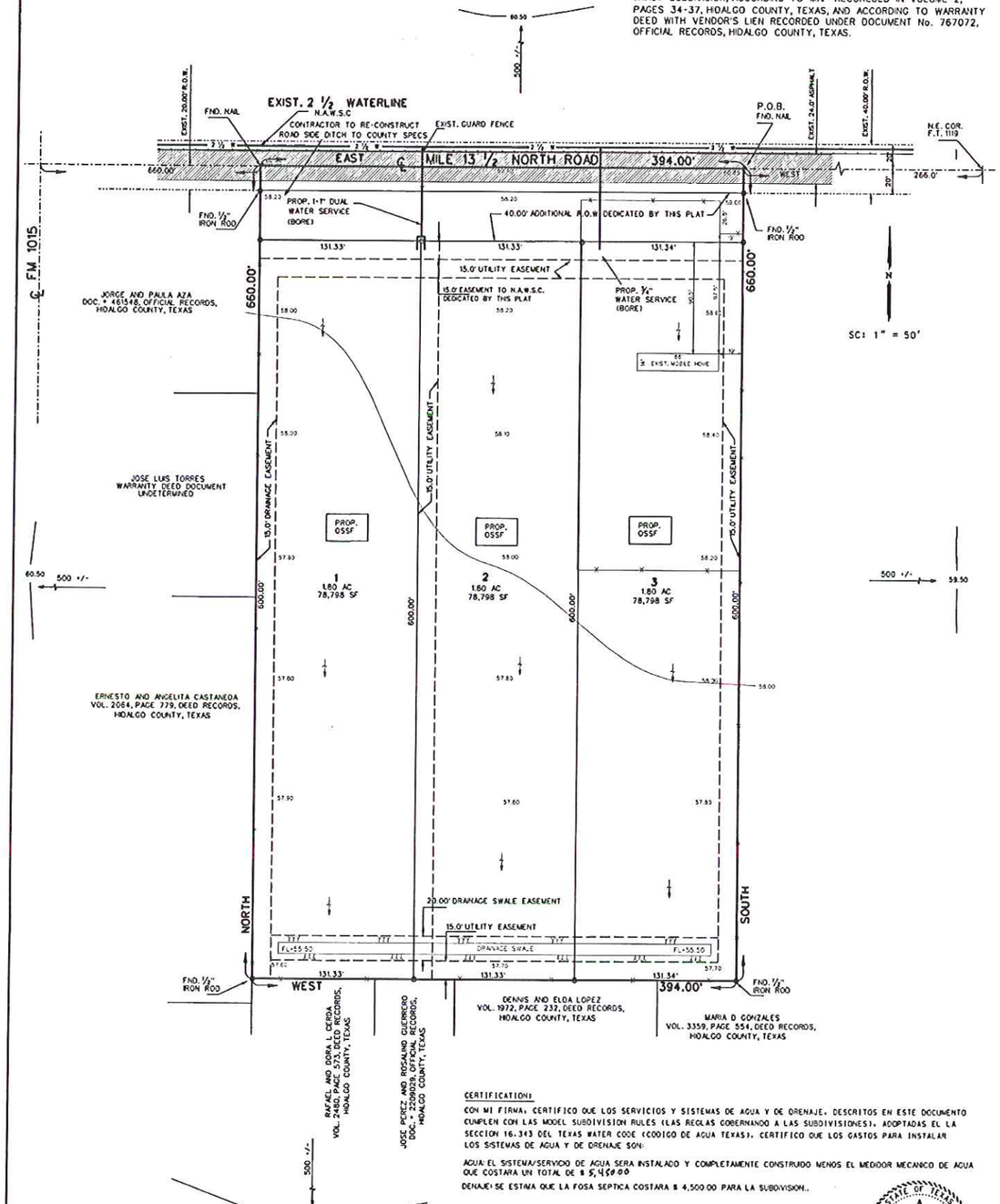
REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

PRINCIPAL CONTACTS:

NAME	ADDRESS	CITY & ZIP	PHONE
OWNER: RENEE A. AZA	RT 2 BOX 5161	WESLACO, TEXAS. 78596	(956) 463-4328
ENGINEER: GUILLERMO A. ARRATIA, P.E.	526 N. 5TH ST.	DONNA, TX 78537	(956)784-0218
SURVEYOR: HOMERO L. GUTERREZ	2600 SAN DIEGO	MISSION, TEXAS. 78572	(956) 583-5479

MAP OF TOPOGRAPHY AND DRAINAGE
MAPA DE TOPOGRAFIA Y DRENAJE



AZA SUBDIVISION

A 5.97 ACRE TRACT OF LAND OUT OF FARM TRACT 1119, WEST AND TRACT SUBDIVISION, ACCORDING TO MAP RECOREDED IN VOLUME 2, PAGES 34-37, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER DOCUMENT No. 767072, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

CERTIFICATION:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS COBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EL LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA TEXAS), CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECANICO DE AGUA QUE COSTARA UN TOTAL DE $ 5,450.00

DENAJE: SE ESTIMA QUE LA FOSA SEPTICA COSTARA $ 4,500.00 PARA LA SUBDIVISION.

GUILLERMO A ARRATIA
LICENSED PROFESSIONAL ENGINEER NO. 94001 8/28/12
526 N. 5TH ST.
DONNA, TEXAS. 78537

STATE OF TEXAS · GUILLERMO A ARRATIA · 94001 · LICENSED PROFESSIONAL ENGINEER

REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

MAP OF WATER DISTRIBUTION SYSTEM
MAPA DE DISTRIBUCION DE AGUA

SUBDIVIDER CERTIFICATION:

1.- BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOT MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOT OR SEPTIC TANK MEET OR WILL MEET SUCH STANDARDS AND WILL BE BY STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1.- WE JOSE CRUZ AZA, RENE A. AZA AND RAFAELA AZA SUBDIVIDERS OF AZA SUBDIVISION HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAID AND ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPL WITH THE REGULATIONS AND THE LAWS TO THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

JOSE C. AZA
OWNER: JOSE CRUZ AZA
ADDRESS: RT 2, BOX 5161
WESLACO, TEXAS. 78596

OWNER: RENE A. AZA
ADDRESS: RT 2, BOX 5161
WESLACO, TEXAS. 78596

OWNER: RAFAELA AZA
ADDRESS: RT 2, BOX 5161
WESLACO, TEXAS. 78596

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED JOSE CRUZ AZA, RENE A. AZA AND RAFAELA AZA 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 28th DAY OF August, 2012

LEONOR ARRATIA · Notary Public, State of Texas · My Commission Expires December 13, 2014

NOTARY PUBLIC, FOR THE STATE OF TEXAS

FINAL WATER AND SEWER ENGINEERING REPORT

WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

AZA SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY THE NORTH ALAMO WATER SUPPLY (N.A.W.S.C.). THE SUBDIVIDER, AND N.A.W.S.C., HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

N.A.W.S.C. HAS AN EXISTING 2 ½" DIAMETER WATERLINE RUNNING ALONG THE NORTH RIGHT-OF-WAY OF MILE 13 ½ NORTH ROAD

WATER DISTRIBUTION FOR AZA SUBDIVISION CONSIST OF A PROPOSED BORE 1- 1" DIAMETER DUAL WATER SERVICE FOR LOTS 1 AND 2 , AND BORE 1-¾" WATER SERVICE FOR LOT 3. SAID SERVICES TERMINATE AT THE WATER METER BOX, AND THE METER BOX HAVE ALREADY BEEN INSTALLED AT A TOTAL COST OF $3,500.00, IN ADDITION THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $1,950.00, WHICH COVERS THE COST FOR LOTS 1,2 AND 3 , AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF THE WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C., UPON REQUEST BY THE LOT OWNER, N.A.W.S.C., WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER.

THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C., AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES: DESCRIPTION, COSTS, AND OPERABILITY DATES:

SEWAGE FROM AZA SUBDIVISION WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENTS SEPTIC TANK AND A DRAIN FIELD ON THIS LOT. THE SITE EVALUATOR JOSE A GONZALEZ REG. # 12258, HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR A REPLACEMENTS DRAIN FIELD.

EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST ½ ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A SANDY LOAM SOIL FOR THE AREA. AT LEAST TWO SOIL EXCAVATIONS WERE PERFORMED ON THE SITE, AT OPPOSITE ENDS OF THE SOIL IS A TEXTURE CLASS IS SANDY LOAM BLOCKY EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUNDWATER OR A RESRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOTS IS $4,500.00, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSF'S HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT AT TOTAL COST OF $4,500.00. THE HIDALGO COUNTY HEALTH DEPATMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF ON AUGUST 12, 2012

ENGINEER CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWEAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COST TO INSTALL THE WATER DISTRIBUTION SYETEM AND ONSITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES - THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $ 5,450.00
SEWAGE FACILITIES - SEPTIC SYSTEM HAS BEEN INSTALLED AT A TOTAL COST OF $4,500.00

FINAL WATER AND SEWER ENGINEERING REPORT IN SPANISH

PROVISION DE AGUA: DESCRIPCION, GASTOS Y FECHA DE INICIO

LA SUBDIVISION DE AZA SUBDIVISION RECIBIRA SU PROVISION DE AGUA DE NORTH ALAMO WATER SUPPLY. EL DUENO DE LA SUBDIVISION Y LA COMPANIA AGUA N.A.W.S.C., HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISION RECIBIRA SU PROVISION DE AGUA POR LOS PROXIMOS 30 ANOS. N.A.W.S.C. HA PRESENTADO DOCUMENTACION PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISION.

EL SISTEMA DE PROVISION DE AGUA PARA LA SUBDIVISION DE AZA SUBDIVISION CONSISTE DE UN CONDUCTO DE AGUA EXISTENTE DE 2 ½ PULGADAS DE DIAMETRO QUE PASA POR EL LADO NORTE DEL DERECHO DE VIA (RIGHT-OF-WAY) DE LA CARRETERA MILE 13 ½ NORTH ROAD

DEL CONDUCTO DE AGUA DE 2 ½ PULGADAS, SE INSTALARA UN CONDUCTO DOBLE DE 1 PULGADA DECIMETRO PARA EL LOTE 1 Y 2 Y UNO DE ¾" DE PULGADA PARA EL LOTE 3, Y EL MEDIDOR MECANICO DE AGUA A UN COSTO TOTAL DE $5,500.00 EL DUENO DE LA SUBDIVISION TAMBIEN LE HA PAGADO A N.A.W.S.C., $1,950.00 POR LA SUBDIVISION QUE CUBRE EL COSTO DEL MEDIDOR MECANICO DE AGUA PARA CADA LOTE. ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACION DEL MEDIDOR Y LOS GASTOS DE CONEXION. CUANDO EL DUENO DEL LOTE SOLICITE EL MEDIDOR DE AGUA, LA COMPANIA DE N.A.W.S.C., LO INSTALARA SIN COSTO ALGUNO AL DUENO DE LA SUBDIVISION, EL SISTEMA DE AGUA ESTARA EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISION SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: DESCRIPCION, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISION.

SE INSTALARA UNA FOSA SEPTICA EN CADA LOTE. ESTA FOSA SEPTICA CONSISTE DE UN TANQUE SEPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. JOSE A GONZALEZ REG. #12258 HA EVALUADO EL AREA DONDE SE ENCUENTRA LA SUBDIVISION Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA ESAS FOSA SEPTICAS (OSSF). EL REPORTE FUE APROVADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT) SEGUN EL REPORTE.

CADA LOTE EN LA SUBDIVISION MIDE MEDIO ACRE. SE HICIERON DOS EXCAVACIONES DE EVALUACION EN LOS LUGARES OPUESTOS EN LA SUBDIVISION (EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA AREA ES SIGNIFICANTEMENTE UNIFORME) EL TERRENO ES UNIFORME (TERRENO ARCILLOSO Y SUELO FRANCO) Y SE EXTIENDE A 36 PULGADAS BAJO TODAS LAS EXCAVACIONES PROPUESTAS, NO EXISTE EVIDENCIA DE AGUA 24 PULGADAS MAS ARRIBA DE LO MAS BAJO DE LAS EXCAVACIONES PROPUESTAS. EL AGUA EN ESTA AREA FLUYE BIEN.

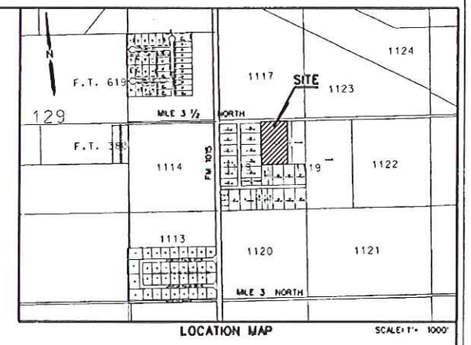
EL COSTO TOTAL PARA LA INSTALACION DE UN SISTEMA INDIVIDUAL DE FOSAS SEPTICAS POR SOLAR SON $1,500.00 DOLARES, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS TODAS LAS FOSAS SEPTICAS HAN SIDO INSTALADAS EN EL PROCESO DE LA APROVACION FINAL, A UN COSTO TOTAL DE $ 4,500.00. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODAS LAS FOSAS SEPTICAS Y AH APROBADO LA INSTALACION DE LAS FOSAS SEPTICAS DESDE AGOSTO 12, 2012

DATE OF PREPARATION: JUNE 10, 2012

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	RENEE A. AZA	RT. 2 BOX 5161	WESLACO, TEXAS. 78596	(956) 463-4328
ENGINEER:	GUILLERMO A. ARRATIA, P.E.	526 N. 5TH ST.	DONNA, TX. 78537.	(956) 784-0218
SURVEYOR:	HOMERO L. GUTIERREZ	2600 SAN DIEGO	MISSION, TEXAS. 78572	(956) 583-5478

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



LOCATION MAP SCALE: 1" = 1000'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

AZA SUBDIVISION IS WITHIN HIDALGO COUNTY PRECINCT No. 1 AND IS LOCATED EASTERLY HIDALGO COUNTY, ON THE SOUTH SIDE OF MILE 3 ½ NORTH ROAD, 660.00 FEET EAST OF FM 1015. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF WESLACO (POPULATION OF 31,442 2010 CENSUS). AZA SUBDIVISION LIES OUTSIDE THE 5 MILE EXTRATERRITORIAL JURISDICTION OF CITY OF WESLACO UNDER LOCAL GOVERNMENT CODE § 212.001.

DRAINAGE REPORT:

JUNE, 2012
DRAINAGE REPORT:
BY: GUILLERMO A. ARRATIA, P.E.

AZA SUBDIVISION
HIDALGO COUNTY, TEXAS

PROJECT LOCATION:
THE PROPERTY IS LOCATED ON THE SOUTH SIDE OF MILE 3 ½ NORTH ROAD, 660.00 FEET EAST OF FM 1015

FLOOD PLAIN:
THE SUBJECT TRACT LIES IN ZONE "X":
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.
IN ACCORDANCE WITH FEMA FIRM MAP NO. 480334 0450 C
MAP REVISED: MAY 30, 2002

SOIL CONDITIONS:
A REVIEW OF THE SOIL SURVEY OF HIDALGO COUNTY INDICATES THE SUBJECT TRACT LIES IN AN AREA OF PREDOMINANTLY RAYMONDVILLE SANDY CLAY LOAM SOIL THAT HAS A POOR LOW SHRINK-SWALE POTENTIAL AND IS LISTED IN HYDROLOGICAL GROUP D.

EXISTING CONDITIONS:
THE SUBJECT TRACT IS CURRENTLY UNDEVELOP. THE EXISTING TERRAIN HAS A GRADE OF APPROXIMATLEY 0.1%. EXISTING RUNOFF (3.01 CFS) FROM THE SITE IS BY FORM OF SHEET FLOW RUNS TOWARDS THE SOUTH SIDE OF THIS TRACT.

PROPOSED CONDITIONS:
THE PROPOSED CONDITIONS FOR THIS SUBJECT TRACT CONSIST OF 3 RESIDENTIAL LOTS. THE STORM SEWER RUNOFF AFTER DEVELOPMENT TO BE 4.3 CFS, HAVE CALCULATED THAT 8,039 CF OF STORM SEWER FOR A 10-YEAR DESIGN FREQUENCY AND WILL BE DETAINED WITHIN THE PROPERTY BY A DRAINAGE SWALES ON THE SOUTH SIDE OF THE LOTS

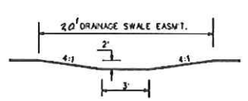
CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THIS SUBDIVISION LIES IN A
THE SUBJECT TRACT LIES IN ZONE "X":
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.
IN ACCORDANCE WITH FEMA FIRM MAP NO. 480334 0450 C
MAP REVISED: MAY 30, 2002
BASED ON GRAPHICAL REPRESENTATION ON DATE SIGN.

GUILLERMO A. ARRATIA, P.E.
LICENSED PROFESSIONAL ENGINEER NO. 94001 8/28/12
526 N. 5TH ST.
DONNA, TEXAS. 78537

STATE OF TEXAS · GUILLERMO A ARRATIA · 94001 · LICENSED PROFESSIONAL ENGINEER

COST ESTIMATE:

STREET PAVING:	$ 000.00
WATER SUPPLY SYSTEM	$ 5,450.00
SEPTIC TANK SYSTEM	$ 4,500.00
DRAINAGE	$ 800.00



DRAINAGE SWALE DETAIL
N.T.S.

SHEET 2 OF 2

INDEX TO SHEET OF AZA 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 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 DESIGNATE THE PRECINCT THE PROJECT IS SITUATED;
	H.C.D.D. CERTIFICATION; C.C.I.D. No. 9 CERTIFICATE OF APPROVAL; REVISION NOTES; H.C.H.D. AND H.C.R.O.W.
SHEET 2	WATER DISTRIBUTION AND ON-SITE SEWAGE FACILITY, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION);
	TYPICAL WATER SERVICE CONNECTIONS; 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 COMMISSIONERS COURT MEETING

DATE: 06-11-2013

PROPOSED MIRAGE RANCHES SUBDIVISION, PRECINCT No. 4.

ENGINEER: QUINTANILLA, HEADLEY & ASSOCIATES, INC. DEVELOPER: RICHARD. A GARZA

☒	PRELIMINARY APPROVAL	☐	FINAL APPROVAL	☐	FINAL APPROVAL WITH FINANCIAL GUARANTEE	☒	WITH VARIANCE

NUMBER OF LOTS:	25 ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL
LOCATION DESCRIPTION:	North Side of Curry Rd, Approximately ¼ mile West of Val Verde Rd.
SUBDIVISION LIES WITHIN THE:	☒*The rural area of the County.* ☐*ETJ of_____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 05/22/13 PROPERTY LIES WITHIN FLOOD ZONE: "X" AS PER FEMA.
DRAINAGE DESIGN:	Drainage will be accomplished by inlets discharging to the existing drainage ditch located north of the proposed subdivision.
DISTANCE TO A DRAIN DITCH:	Abutting North of proposed subdivision.
ROAD R.O.W. DEDICATION:	20 Feet North side of Curry Rd.
H.C.R.O.W. PRELIMINARY APPROVAL DATE:	05/24/13: By, Jose Ochoa R.O.W. AGENT
H.C.H.D. PRELIMINARY APPROVAL DATE:	04/11/13 BY Elizardo "Chardo" Ramos Environmental Health Division Manager
SEWER SYSTEM:	☒OSSF & SOIL ANALYSIS WERE CONDUCTED BY: Jose Gonzalez ☐OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: _____ ☐SANITARY SEWER BY:_____ LINE SIZE: __"LOCATION:_____.
WATER SERVICE PROVIDER:	N.A.W.S LINE SIZE: 6" LOCATION: South of Curry Rd.
H.C.O.E.C. PRELIMINARY APPROVAL DATE:	04/09/13: By Martin Ramirez, Environmental Compliance Coordinator ☒**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
HIDALGO COUNTY SUBDIVISION ADVISORY BOARD RECOMMENDS	☒ **Preliminary Approval with Variance Request** *subject comments and future recommendations by planning and other departments* **VARIANCE REQUEST *TO HIDALGO COUNTY SUBDIVISION RULE, TITLE B CHAPTER 2.8 BLOCK AND LOTS SECTION B***
	☐ **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.*

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors
Alfonso Quintanilla, P.E., R.P.L.S. Eulalio Ramirez, P.E.
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
Municipal & County Projects ★ Subdivisions ★ Surveys

May 23, 2013

Mr. Raul Sesin, P.E.
Planning Administrator
County of Hidalgo
1304 S. 25TH St.
Edinburg, Texas 78539

Re: MIRAGE RANCHES SUBDIVISION

Dear Mr. Sesin:

On behalf of the developer, I am requesting the following variance from the Hidalgo County Subdivision Model Rules:

- Title B Section 2.8B Minimum lot width for residential lots are 50.0 feet with 90 degree angles measured at property line for lots 6 thru 18.

Please present this request to the County Subdivision Advisory Committee and the Hidalgo County Commissioners' Court for their consideration.

Should you have any questions or need additional information, please feel free to call me at 381-6480.

Respectfully,

Alfonso Quintanilla, P.E.
President

124 E. Stubbs, Edinburg, TX 78539 ★ Phone 956/381-6480 ★ Fax 956/381-0527 ★ Email: office@qhaengineering.com ★ www.qhaengineering.com

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
301 E. State Street
Pharr, Texas 78577
Phone (956) 318-2840
Fax (956) 318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

Subdivision Review Comments for:

MIRAGE RANCHES 1st review comments

Plat is subject to additional comments from Planning, Office of Environmental Compliance, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.

By: Jose R. Tovar, Engineering Tech III Date: 04-29-2013

1ST SHEET COMMENTS:

1) Tile B Section 2.8 B mentions that minimum lot widths for residential lots are 50 feet with 90 degree angles measured at the property line. Propose a new lot distribution design that complies with the subdivision model rules.

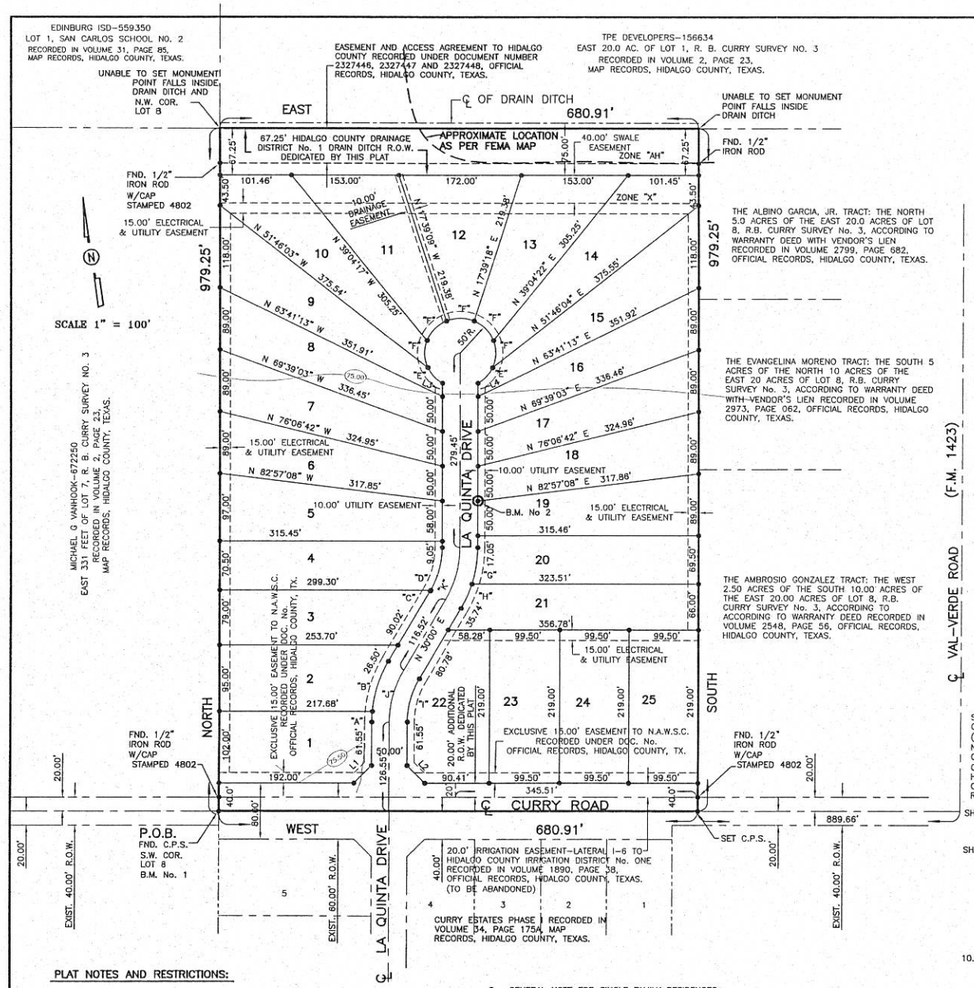
2nd SHEET COMMENTS:

18) Make sure Water Supply & Sewage Facilities **Description, costs & operability date** coincide with the Spanish translation before final.

3rd SHEET COMMENTS:

19) Illustrate existing drain ditch R.O.W., Canal R.O.W. or easement, Label & dimension

22) Confirm with H.C.R.O.W that water BIBB's remain on R.O.W. or need to be moved.



LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	S 45°00' W	35.36'
L2	N 45°00' W	35.36'
L3	NORTH	19.10'
L4	SOUTH	19.10'

AREA DATA TABLE		
LOT	AREA (S.F.)	AC.
1	21824.96	0.501
2	21966.08	0.504
3	21843.69	0.502
4	21917.48	0.503
5	24447.27	0.561
6-8	21923.58	0.503
9	22515.47	0.517
10	23919.11	0.549
11	21790.76	0.500
12	21944.94	0.504
13	21790.89	0.500
14	23918.80	0.549
15	22516.23	0.517
16-18	21924.47	0.503
19	21924.47	0.503
20	22063.82	0.506
21	22347.66	0.513
22-25	22039.23	0.506
	21790.50	0.500

CURVE DATA			
CURVE	Δ	RADIUS	LENGTH
"A"	05°03'57"	175.00'	15.47'
"B"	24°56'03"	175.00'	76.16'
"C"	00°33'10"	125.00'	1.21'
"D"	29°26'50"	125.00'	64.24'
"E"	35°24'28"	50.00'	30.90'
"F"	45°50'13"	50.00'	40.00'
"G"	17°26'29"	175.00'	53.27'
"H"	12°33'31"	175.00'	38.36'
"I"	30°00'00"	125.00'	65.45'
"J"	30°00'00"	150.00'	78.54'
"K"	30°00'00"	150.00'	78.54'

INDEX TO SHEETS

SHEET 1.- HEADING INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: MAP: LOT, STREETS, AND EASEMENT LAYOUT: DESCRIPTION (METES AND BOUNDS): ENGINEER'S & SURVEYOR'S CERTIFICATION: PLAT NOTES AND RESTRICTIONS: OWNER'S ACKNOWLEDGMENT: N.A.W.S.C. CERTIFICATE, HIDALGO COUNTY R.O.W. AND HEALTH DEPT. CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE: H.C.D.D. No. 1 CERTIFICATION, HIDALGO COUNTY IRRIGATION DISTRICT No. 1 CERTIFICATION; HIDALGO COUNTY JUDGE CERTIFICATION; REVISION NOTES.

SHEET 2.- ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION), COUNTY CLERK'S RECORDING CERTIFICATE

SHEET 3.- DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION: REVISION NOTES. COUNTY CLERK'S RECORDING CERTIFICATE

SUBDIVISION PLAT OF:

MIRAGE RANCHES SUBDIVISION

A 15.30 ACRE TRACT OF LAND BEING THE WEST 15.30 ACRES OF LOT 8, R.B. CURRY SURVEY No.3, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 23, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1659098, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 15.30 ACRE TRACT OF LAND BEING THE WEST 15.30 ACRES OF LOT 8, R.B. CURRY SURVEY No.3, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 23, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1659098, 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 IN THE CENTERLINE OF CURRY ROAD FOR THE SOUTHWEST CORNER OF LOT 8 AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; NORTH, ALONG THE WEST LINE OF LOT 8, PASSING A 1/2" IRON ROD WITH CAP STAMPED 4802 FOUND AT 20.00 FEET FOR THE NORTH RIGHT OF WAY LINE OF CURRY ROAD, PASSING A 1/2" IRON ROD WITH CAP STAMPED 4856 SET AT 912.00 FEET FOR THE SOUTH LINE OF A DRAIN DITCH RIGHT OF WAY, A TOTAL DISTANCE OF 979.25 FEET TO A POINT FOR THE NORTHWEST CORNER OF LOT 8 AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; EAST, ALONG THE NORTH LINE OF LOT 8 AND WITHIN SAID DRAIN DITCH RIGHT OF WAY, A DISTANCE OF 680.91 FEET TO A POINT FOR THE NORTHWEST CORNER OF THE ALBINO GARCIA, JR. TRACT (THE NORTH 5.0 ACRES OF THE EAST 20.0 ACRES OF LOT 8, R.B. CURRY SURVEY No.3, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 2799, PAGE 682, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; SOUTH, ALONG THE WEST LINE OF THE ALBINO GARCIA, JR. TRACT, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 67.25 FEET FOR THE SOUTH LINE OF SAID DRAIN DITCH RIGHT OF WAY, AND CONTINUING ALONG THE WEST LINE OF SAID ALBINO GARCIA, JR. TRACT, THE WEST LINE OF THE EVANGELINA MORENO TRACT (THE SOUTH 5.0 ACRES OF THE NORTH 10.0 ACRES OF THE EAST 20.0 ACRES OF LOT 8, R.B. CURRY SURVEY NO.3, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 2973, PAGE 062, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), AND THE WEST LINE OF THE AMBROSIO GONZALEZ TRACT (THE WEST 2.50 ACRES OF THE SOUTH 10.0 ACRES OF THE EAST 20.0 ACRES OF LOT 8, R.B. CURRY SURVEY No.3, ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 2548, PAGE 56, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), PASSING A 1/2" IRON ROD WITH CAP STAMPED 4802 FOUND AT 959.25 FEET FOR THE NORTH RIGHT OF WAY LINE OF CURRY ROAD, A TOTAL DISTANCE OF 979.25 FEET TO A COTTON PICKER SPINDLE SET ON THE SOUTH LINE OF LOT 8 AND IN THE CENTERLINE OF CURRY ROAD FOR THE SOUTHWEST CORNER OF THE AMBROSIO GONZALEZ TRACT AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; WEST, ALONG THE SOUTH LINE OF LOT 8 AND THE CENTERLINE OF CURRY ROAD, A DISTANCE OF 680.91 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.30 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH CURRY ESTATES PHASE I, RECORDED IN VOLUME 34, PAGE 175A, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.

ALFONSO QUINTANILLA
4856
REGISTERED PROFESSIONAL LAND SURVEYOR

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

3-19-13
DATE

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

I, RICHARD A. GARZA, PRESIDENT OF BIC DEVELOPMENT CORP. AS OWNER OF OF THE 15.30 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED MIRAGE RANCHES SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

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

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

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

RICHARD A. GARZA
PRESIDENT OF BIC DEVELOPMENT CORP.
3910 W. FREDDY GONZALEZ DR.
EDINBURG, TEXAS. 78539.

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared RICHARD A. GARZA, PRESIDENT OF BIC DEVELOPMENT CORP., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and considerations therein stated.

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

LILIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2018

LILIA A. QUINTANILLA– NOTARY PUBLIC

HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION. ALSO THERE WILL NOT BE ANY PERMANENT STRUCTURES ON THE DISTRICT RIGHT-OF WAYS AND/OR EASEMENTS.

THIS PLAT APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 ON THIS THE ____ DAY OF _____, 20____.

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON H.C.I.D. NO. 1 RIGHT-OF-WAY OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE H.C.I.D. NO. 1

PRESIDENT

SECRETARY

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

WE THE UNDERSIGNED CERTIFY that this plat of the MIRAGE RANCHES SUBDIVISION, was reviewed and approved by the Hidalgo County Commissioners Court on _____.

Hidalgo County Judge — Date

ATTEST:

Hidalgo County Clerk — Date

NOTE:
HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS 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: _____

PLAT NOTES AND RESTRICTIONS:

1.- FLOOD ZONE STATEMENT:

FLOOD ZONE DESIGNATION: ZONE "AH"
FLOOD DEPTHS OF 1 TO 3 FEET (USUALLY ARES OF PONDING); BASE FLOOD ELEVATIONS DETERMINED. (BASE FLOOD ELEVATIONS-75)
&
FLOOD ZONE DESIGNATION: ZONE "X" (SHADED)
AREAS OF 500-YEAR FLOOD, AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREA PROTECTED BY LEVEES FROM 100-YEAR FLOOD.

COMMUNITY-PANEL NUMBER 480334 0325 D

MAP REVISED: MAY 17, 2001 (LOMR)

THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN. C.P.N. 480334 0325 D EFECTIVE DATE: MAY 17, 2001 (LOMR), 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.- MINIMUM BUILDING SETBACK LINES:
FRONT: 25.00 FEET
FRONT: 40.00 FEET FOR LOTS FRONTING CURRY ROAD.
REAR: 15.00 FEET OR EASEMENT, WHICHEVER IS GREATER
SIDE: 6.00 FEET OR EASEMENT, WHICHEVER IS GREATER
CORNER SIDE: 10.00 FEET OR EASEMENT, WHICHEVER IS GREATER

3.- GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON LOTS 1 THROUGH 25. NO COMMERCIAL USE SHALL BE ALLOWED. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4.- MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CENTERLINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5.- BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No. 1 ELEVATION= 76.60 LOCATED ON COTTON PICKER SPINDLE FOUND 20.0' AT THE SOUTHWEST CORNER OF THIS SUBDIVISION, NAVD 88 DATUM.
B.M. NO. 2 ELEVATION= 74.05 LOCATED ON 1/2" IRON ROD SET IN CONC. W/ DISK ON THE NORTHWEST CORNER OF LOT 19. N.A.V.D. 88 DATUM

6.- DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 41,854.46 CUBIC -FEET (0.98 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.- NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

11.- 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 SOIL EVALUATOR HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

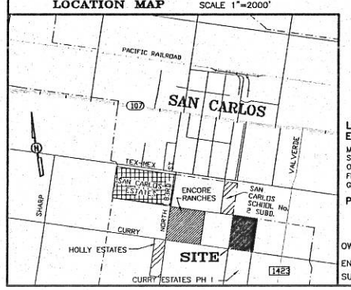
RICHARD A. GARZA
PRESIDENT OF BIC DEVELOPMENT CORP.

12.- _____, THE OWNER & SUBDIVIDER OF MIRAGE RANCHES SUBDIVISION RETAINS AN BLANKET EASEMENT UPON EACH LOT FOR THE PURPOSES OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

13.- THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.

14.- THERE IS A 40.0' SWALE EASEMENT ALONG THE NORTH SIDE OF LOTS 10 THROUGH 14. NO CONSTRUCTION WILL BE ALLOWED WITHIN THIS EASEMENT.

LOCATION MAP SCALE 1"=2000'



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

MIRAGE RANCHES SUBDIVISION, IS LOCATED IN MIDDLE OF HIDALGO COUNTY ABOUT 889.66 FEET WEST OF VAL VERDE ROAD AND NORTH SIDE OF CURRY 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), MIRAGE RANCHES SUBDIVISION, LIES APPROXIMATELY 3.35 MILES FROM THE CITY LIMITS AND IT IS NOT WITHIN THE CITY'S THREE-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 BIC DEVELOPMENT CORP.	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

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

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 therof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein, Thus agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this____ day of _____ 20____.

RICHARD A. GARZA
PRESIDENT OF BIC DEVELOPMENT CORP.
3910 W. FREDDY GONZALEZ DR.
EDINBURG, TEXAS. 78539.

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF (MIRAGE RANCHES 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 (MIRAGE RANCHES SUBDIVISION) WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, _____.

ENVIRONMENTAL HEALTH DIVISION MANAGER — DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

ALFONSO QUINTANILLA
86534
LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 86534

5-22-13
DATE

THE COUNTY OF HIDALGO TEXAS

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

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

BY: _____ DEPUTY

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00

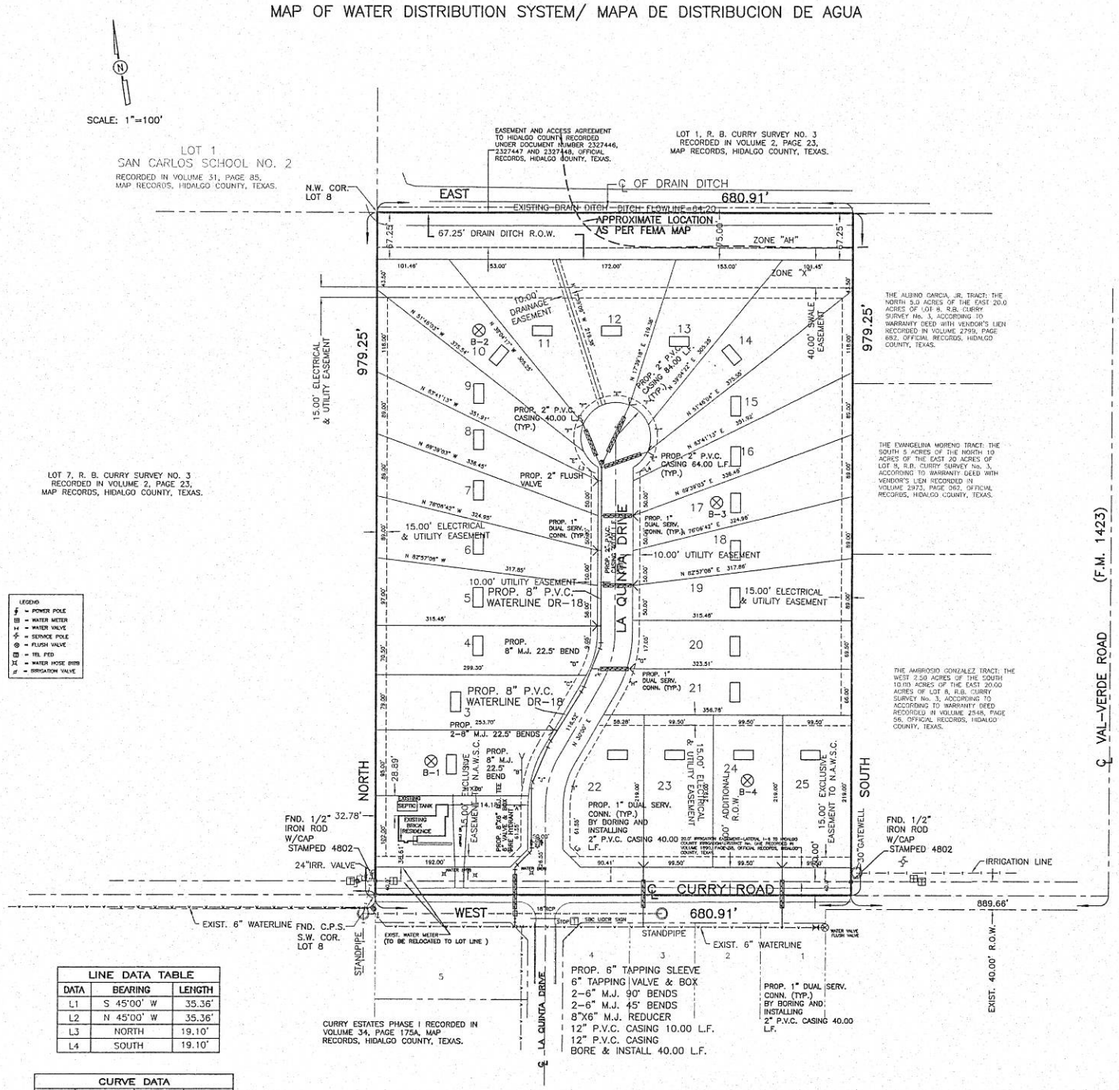
LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

SHEET NO. 1 OF 3 SHEETS	FILENAME : P:\DATA\SUBDIMS\HIDALGO CO.\MIRAGE RANCHES SUBDIVISION\.PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	MARCH 19, 2013	LG		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

MIRAGE RANCHES SUBDIVISION

A 15.30 ACRE TRACT OF LAND BEING THE WEST 15.30 ACRES OF LOT 8, R.B. CURRY SURVEY No.3, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 23, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1659098, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

MAP OF WATER DISTRIBUTION SYSTEM/ MAPA DE DISTRIBUCION DE AGUA



LEGEND
- ⌀ = POWER POLE
- WM = WATER METER
- WV = WATER VALVE
- SP = SERVICE POLE
- FV = FLUSH VALVE
- TEL PED = TEL PED
- WH = WATER HOSE BIBB
- IV = IRRIGATION VALVE

LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	S 45°00' W	35.36'
L2	N 45°00' W	35.36'
L3	NORTH	19.10'
L4	SOUTH	19.10'

CURVE DATA			
CURVE	Δ	RADIUS	LENGTH
"A"	05°03'57"	175.00'	15.47'
"B"	24°56'03"	175.00'	76.16'
"C"	00°33'10"	125.00'	1.21'
"D"	29°26'50"	125.00'	64.24'
"E"	35°24'28"	50.00'	30.90'
"F"	45°50'13"	50.00'	40.00'
"G"	17°26'29"	175.00'	53.27'
"H"	12°33'31"	175.00'	38.36'
"I"	30°00'00"	125.00'	65.45'
"J"	30°00'00"	150.00'	78.54'
"K"	30°00'00"	150.00'	78.54'

FINAL ENGINEERING REPORT FOR MIRAGE RANCHES SUBDIVISION
BY ALFONSO QUINTANILLA, P.E.

WATER SUPPLY: Description, Costs, and Operability date
BY ALFONSO QUINTANILLA, P.E.

MIRAGE RANCHES SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY THE NORTH ALAMO WATER SUPPLY CORPORATION "N.A.W.S.C.". THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO THE FULL DEVELOPMENT OF THIS SUBDIVISION. N.A.W.S.C. HAS AN EXISTING 6" DIAMETER WATERLINE RUNNING ON THE SOUTH SIDE OF CURRY ROAD.

THE WATER SYSTEM FOR MIRAGE RANCHES SUBDIVISION CONSISTS OF EXISTING 6" DIAMETER WATERLINE AND A PROPOSED 8" DIAMETER WATERLINE THAT TAPS INTO THE SAID EXISTING 6" WATERLINE. THE PROPOSED 8" DIAMETER WATERLINE RUNS NORTH ALONG THE WEST SIDE OF PROPOSED AVENUE ENDING WITH A 2" FLUSH VALVE NEAR LOT 9.

FROM THE EXISTING 6" WATERLINE AND THE PROPOSED 8" WATERLINES TWELVE (12) 1" DUAL WATER SERVICES RUN TO PAIRS OF LOTS BEFORE SPLITTING INTO TWO (2) 1" DIAMETER SINGLE SERVICES AND ONE (1) 3/4" DIAMETER SINGLE SERVICES GOING TO THE METER BOXES FOR EACH LOT.

THE 8" LINE, THE DUAL SERVICES AND 3/4" SINGLE SERVICES, AND THE METER BOXES WILL BE INSTALLED, AT A TOTAL COST OF $ 0.00, OR $ PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $ 0.00, WHICH COVERS THE $ COST PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, WATER RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C. UPON REQUEST BY THE LOT OWNER, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES: Description, Costs, and Operability Date

SEWAGE FROM MIRAGE RANCHES SUBDIVISION, WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAINFIELD ON EACH LOT. THE SITE EVALUATOR (LICENSE NUMBER OS 12258) HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. HIGHLIGHTS OF THE REPORT ARE AS FOLLOWS: AND THE DRAINAGE EASEMENTS.

EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE THE UNITED STATES OF AGRICULTURE SOIL CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A SANDY CLAY LOAM. THE SITE EVALUATOR (LICENSE NUMBER OS 12258) HAD FOUR TEST BORINGS MADE AT OPPOSITE AREAS OF THE SUBDIVISION AT THE CENTERS OF LOTS 2, 10, 17 AND 24 (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMITED AREA.) THE SOIL REPORT AS PREPARED BY THE SITE EVALUATOR (LICENSE NUMBER OS 12258) INDICATES A UNIFORM SANDY CLAY LOAM (WITH TEXURE CLASS III) EXTENDING MORE THAN 24" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL. THE 10-YEAR FLOODPLAIN BEING CONTAINED WITHIN THE STREET AND THE DRAINAGE EASEMENTS.

THE ESTIMATED COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $0.00, INCLUDING THE COSTS FOR THE REQUIRED PERMIT AND LICENSE. NO OSSF HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL.

WITH THE FILING OF THIS FINAL PLAT, THE SUBDIVIDER IS PROVIDING ADEQUATE FINANCIAL GUARANTEES OF PERFORMANCE IN THE FORM OF A PERSONAL CHECK REPRESENTING A "CASH DEPOSIT" TO BE HELD BY THE COUNTY OF HIDALGO IN ESCROW IN THE AMOUNT OF $00.00, WHICH IS THE ESTIMATED TOTAL COST TO INSTALL A SEPTIC TANK SYSTEM ON EACH LOT. THE SUBDIVIDER WILL INCLUDE THE COST OF A SEPTIC TANK SYSTEM IN THE SALE PRICE OF THE LOT.

AT ANY TIME AFTER THE LOT IS SOLD, THE PURCHASER MAY INITIATE INSTALLATION OF A SEPTIC SYSTEM BY WRITING OR CALLING THE SUBDIVIDER AND THEN FILING WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AN APPLICATION FOR A PERMIT TO CONSTRUCT A SEPTIC SYSTEM. SEPTIC TANK SYSTEMS SHALL BE INSTALLED ON THE LOT PRIOR TO THE COUNTY ISSUING A FINAL LIGHT AND WATER CLEARANCE.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE ESTIMATED COSTS TO INSTALL UNCONSTRUCTED WATER AND ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES– THESE FACILITIES HAVE BEEN FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $ 0.00 WHICH EQUALS TO $ PER LOT. IN ADDITION THE SUBDIVIDER HAS PAID A TOTAL OF $ 0.00 TO N.A.W.S.C.

SEWAGE FACILITIES– SEPTIC SYSTEM IS ESTIMATED TO COST $ 0.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $ 0.00 FOR THE ENTIRE SUBDIVISION.

STATE OF TEXAS — ALFONSO QUINTANILLA 95534 — LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 95534

5-23-13
DATE

SUBDIVIDER CERTIFICATION

1.– BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE BY STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1.– I (WE), RICHARD A. GARZA SUBDIVIDERS OF MIRAGE RANCHES SUBDIVISION HEREBY CERTIFY SEWER PERMITS WILL BE PAID AND COPIES OF RECEIPTS WILL BE ON FILE WITH THE HIDALGO COUNTY PLANNING DEPARTMENT; THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS TO THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

RICHARD A. GARZA
PRESIDENT OF BIC DEVELOPMENT CORP.
3910 W. FREDDY GONZALEZ DR.
EDINBURG, TEXAS. 78539.

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

RICHARD A. GARZA
PRESIDENT OF BIC DEVELOPMENT CORP.

BEFORE ME, the undersigned notary public, on this day personally appeared proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that 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, 2016

LILIA A. QUINTANILLA– NOTARY PUBLIC

COST ESTIMATE

WATER DISTRIBUTION:	$
PAVING IMPROVEMENTS:	$
DRAINAGE IMPROVEMENTS:	$
SEPTIC TANK (OSSF):	$

REPORTE FINAL DE INGENIERIA PARA LA SUBDIVISION DE MIRAGE RANCHES SUBDIVISION:
BY ALFONSO QUINTANILLA, P.E.

PROVISION DE AGUA: Descripcion, Gastos, y Fecha de Incio

LA SUBDIVISION MIRAGE RANCHES SUBDIVISION, RECIBIRA SU PROVISION DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (LA COMPAÑIA DE AGUA DE NORTH ALAMO) ("N.A.W.S.C."). EL DUEÑO DE LA SUBDIVISION Y LA COMAÑIA N.A.W.S.C. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISION RECIBIRA SU PROVISION DE AGUA POR LOS PROXIMOS 30 AÑOS. N.A.W.S.C. TENDRA QUE REPRESENTAR DOCUMENTACION PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISION. N.A.W.S.C. TIENE UNA LINEA EXISTENTE DE 6 PULGADAS DE DIAMETRO QUE CORRE POR EL LADO SUR DE LA CALLE CURRY ROAD .

EL SISTEMA DE PROVISION DE AGUA PARA LA MIRAGE RANCHES SUBDIVISION CONSISTE DE UNA LINEA EXISTENTE DE 6 PULGADAS DE DIAMETRO Y UNA LINEA PROPUESTA DE 8 PULGADA DE DIAMETER. LA LINEA PROPUESTA DE 8 PULGADA DE DIAMETRO CORRE NORTE POR EL LADO OESTE DE LA CALLE PROPUESTA AVENUE TERMINANDO CON UNA VULVA DE 2 PULGADAS CERCA DE LOTE 9.

DE LAS LINEAS EXISTENTE 6 PULGADAS Y PROPUESTA DE 8 PULGADAS DE DIAMETRO DOCE (12) CONDUCTOS DOBLES DE 1 PULGADA DE DIAMETRO, QUE SE DIVIDEN EN DOS LINEAS DE 1 PULGADA Y UNO (1) LINEAS DE 3/4 DE PULGADA QUE CORREN HACIA LOS MEDIDORES DE AGUA DE LOS LOTES.

LA LINEA PROPUESTA DE 8 PULGADS, LOS SERVICIOS DOBLES DE 1 PULGADA Y LOS SERVICIOS SIMPLES HAN SIDO INSTALADOS A UN COSTO TOTAL DE US$ 0 US$ POR LOTE. EL DUEÑO DE LA SUBDIVISION HA TAMBIEN PAGADO US$ 0 US$ POR LOTE A N.A.W.S.C. PEL COSTO DE LA INSTALACION DE CADA MEDIDOR Y LOS GASTOS DE CONEXION. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑIA N.A.W.S.C. LO INSTALARA SIN ALGUN GASTO AL DUEÑO. EL SISTEMA DE AGUA ESTARA EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISION SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: Descripcion, Gastos y Fecha de Inicio

EL DRENAJE DE MIRAGE RANCHES SUBDIVISION, TENDRA FOSAS SEPTICAS INDIVIDUALES (OSSF) CONSISTIENDO EN UN DISEÑO NORMAL, CON DOBLE COMPARTIMIENTO DE FOSA SEPTICA (OSSF) Y UN CAMPO DE DRENAJE EN CADA SOLAR. EL EVALUADOR (LIC# OS 12258) DE ENSUCIE HA INSPECCIONADO, EVALUADO Y REPORTADO QUE LA UBICACION DE LA SUBDIVISION ES CONVENIENTE PARA FOSAS SEPTICAS (OSSF). EL REPORTE FUE EXAMINADO Y APROBADO POR EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO.

CADA SOLAR EN LA SUBDIVISION MIDE MEDIO ACRE DE TAMAÑO. EL LIBRO DE SERVICIOS Y CONSERVACION DEL SUELO DEL DEPARTAMENTO DE AGRICULTURA DE LOS ESTADOS UNIDOS (USDA) INDICA UNA MEZCLA DE BARRO ARENOSO. EL EVALUADOR (LIC# OS 12258) HIZO CUATRO (4) PRUEBAS CON AGUJEROS EN EL CENTRO DE LOS LOTES 2, 10, 17 Y 24 (PRUEBAS ADICIONALES NO FUERON NECESARIAS PORQUE EL SUELO ES MUY UNIFORME DENTRO DEL AREA DELIMITADA). EL SUELO ES UNIFORME, DE BARRO ARENOSO (CON TEXTURA CLASE III) EXTENDIDO A MAS DE 24 PULGADAS BAJO EL FONDO DE CUALQUIER EXCAVACION POR EL EVALUADOR (LIC# OS 12258). NO HAY PRESENCIA DE AGUA SUBTERRANEA BAJO LA CAPA DE 24 PULGADAS EN EL FONDO DE LAS EXCAVACIONES.

EL COSTO ESTIMADO PARA LA INSTALACION DE UN SISTEMA INDIVIDUAL DE FOSAS SEPTICAS POR SOLAR SON US$ 0.00, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS NINGUNA FOSA SEPTICA HA SIDO INSTALADA EN EL PROCESO DE LA APROBACIÓN FINAL.

CON EL ARCHIVAMIENTO DEL PLAN FINAL, EL DUEÑO DE LA SUBDIVISIÓN PROPORCIONARA UNA GARANTÍA FINANCIERAS ADECUADAS CON DESEMPEÑO EN FORMA DE UN CHEQUE PERSONAL REPRESENTANDO UN "DEPOSITO EN EFECTIVO" OBTENIDO POR EL CONDADO DE HIDALGO EN LA CANTIDAD DE US$ 0.00, QUE ES EL COSTO TOTAL ESTIMADO PARA INSTALAR UN SISTEMA DE FOSA SEPTICAS EN CADA TERRENO. EL DUEÑO DE LA SUBDIVISION INCLUIRÁ EL COSTO DE UN SISTEMA DE FOSA SEPTICAS EN EL PRECIO DE VENTA DEL TERRENO.

EN CUALQUIER MOMENTO DESPUÉS DE QUE EL TERRENO SEA VENDIDO, EL COMPRADOR PUEDE INICIA LA INSTALACIÓN DE UN SISTEMA SÉPTICO ESCRIBIENDO O LLAMANDO AL DUEÑO DE LA SUBDIVISIÓN Y ENTONCES ARCHIVANDO EN EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO UNA APLICACIÓN PARA UN PERMISO DE CONSTRUIR PARA UN SISTEMA SÉPTICA. LAS FOSAS SÉPTICAS DEBEN DE ESTAR INSTALADAS ANTES QUE EL CONDADO DE HIDALGO PUEDA APROBAR LA AUTORIZACIÓN DE LUZ Y AGUA.

CERTIFICACION

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO, CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA/SERVICIO DE AGUA ESTA TOTALMENTE CONSTRUIDO, CON LA INSTALACION DE LOS MEDIDORES DE AGUA, EL GRAN COSTO TOTAL ES DE US$ 0.00 LO CUAL EQUIVALE A US$ POR LOTE. EL DUENO DE LA SUBDIVISION HA TAMBIEN PAGADO $ 0.00 A N.A.W.S.C.

DRENAJE: SE ESTIMA QUE LA FOSAS SEPTICAS COSTARAN US$ 0.00 A UN COSTO TOTAL DE US$ 0.00 PARA TODA LA SUBDIVISION.

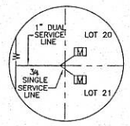
STATE OF TEXAS — ALFONSO QUINTANILLA 95534 — LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 95534

5-23-13
DATE

B-5 ⊗ BORINGS
SEPTIC TANK
[M] WATER METER BOX
—W— 8" WATER SUPPLY LINE
SERVICE LINES

B-5 ⊗ POZOS
FOSAS SEPTICAS
[M] CAJA DE MEDIDOR DE AGUA
8" LINEA DE AGUA
LINEAS DE SERVICIOS





THE COUNTY OF HIDALGO TEXAS

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

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

BY: _____ DEPUTY

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00
LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

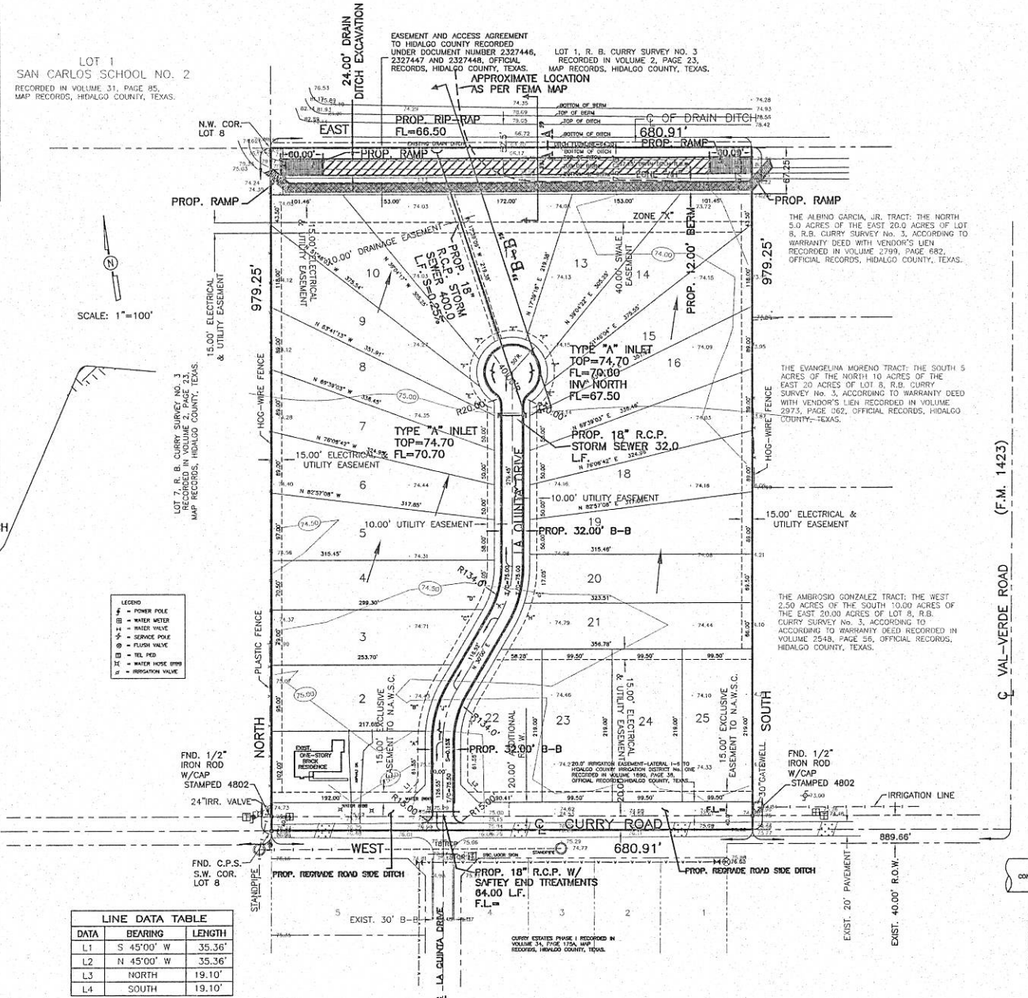
SHEET NO. 2 OF 3 SHEETS

FILENAME : F:\DATA\SUBD\HIDALGO CO\MIRAGE RANCHES SUB\MIRAGE-BPLATS			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
4-2-2013	LG		
DATE REVISED		CHECKED BY	APPROVED BY

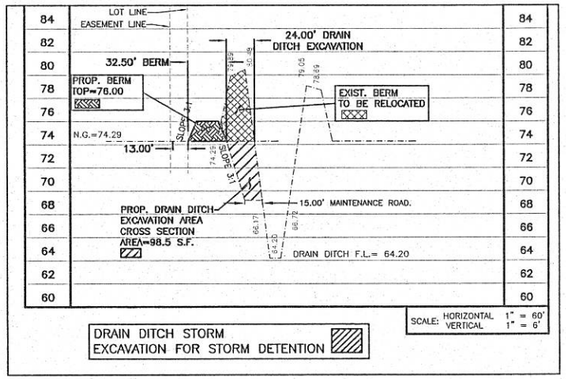
MIRAGE RANCHES SUBDIVISION

A 15.30 ACRE TRACT OF LAND BEING THE WEST 15.30 ACRES OF LOT 8, R.B. CURRY SURVEY No.3, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 23, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1659098, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

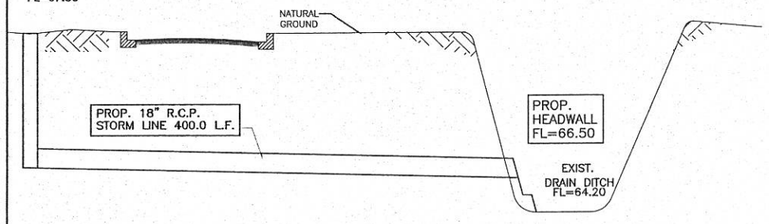
MAP OF TOPOGRAPHY AND DRAINAGE / MAPA DE TOPOGRAFIA Y DRENAJE



CROSS SECTION A-A DETAIL

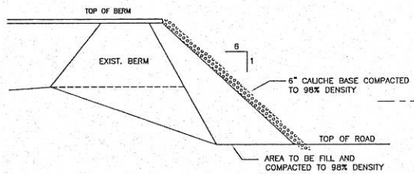


TYPE "A" INLET
TOP=74.70
FL=70.60
INV NORTH
FL=67.50



DRAIN DITCH CROSS SECTION "A-A"

NOT TO SCALE

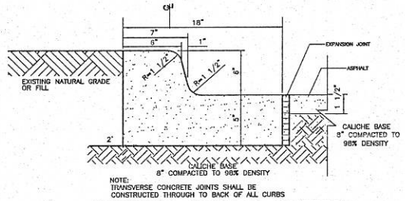


RAMP DRIVE SECTION

N.T.S.

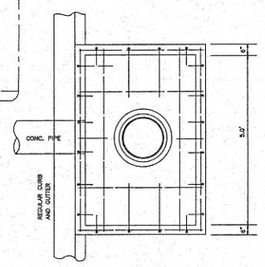
LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	S 45°00' W	35.36'
L2	N 45°00' W	35.36'
L3	NORTH	19.10'
L4	SOUTH	19.10'

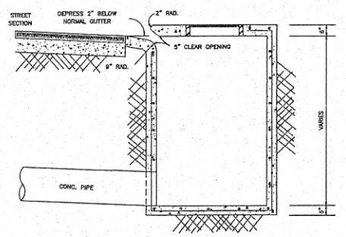
CURVE DATA			
CURVE	Δ	RADIUS	LENGTH
"A"	05°03'57"	175.00'	15.47'
"B"	24°56'03"	175.00'	76.16'
"C"	00°33'10"	125.00'	1.21'
"D"	29°26'50"	125.00'	64.24'
"E"	35°24'28"	50.00'	30.90'
"F"	45°50'13"	50.00'	40.00'
"G"	17°26'29"	175.00'	53.27'
"H"	12°33'31"	175.00'	38.36'
"I"	30°00'00"	125.00'	65.45'
"J"	30°00'00"	150.00'	78.54'
"K"	30°00'00"	150.00'	78.54'



INTEGRAL CURB & GUTTER

NOT TO SCALE

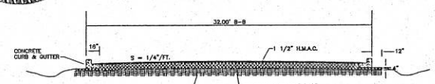




- ALL REINFORCING TO BE No. 4 REBAR 12" O.C. EACH WAY
- RING AND COVER TO BE ALAMO 880-22 OR EQUAL (20 3/8" A.D. 150)

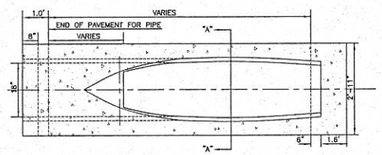
TYPE "A" INLET DETAIL

NOT TO SCALE

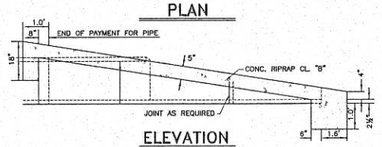


STREET SECTION

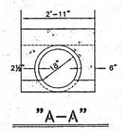
NOT TO SCALE



PLAN



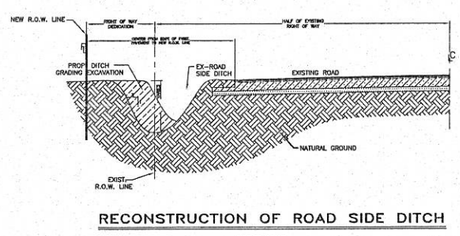
ELEVATION



"A-A"

SAFETY END TREATMENT

NOT TO SCALE



RECONSTRUCTION OF ROAD SIDE DITCH

NOT TO SCALE

DRAINAGE REPORT FOR MIRAGE RANCHES SUBDIVISION

Mirage Ranches Subdivision is a 15.30 acre tract of land being the west 15.30 acres of lot 8, R.B. Curry Survey No. 3, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 2, Page 23, Map Records, Hidalgo County, Texas and Warranty Deed with Vendor's Lien recorded under County Clerk's Document number 1659098, Official Records, Hidalgo County, Texas. This property is outside of the ETJ limits of Edinburg, TX and within Precinct No. 4 limits. This subdivision is located approximately 2,700 feet south of S.H. 107 and about 889.66 feet west of Val Verde Road on the north side of Curry Road. The site is currently open agricultural land. The proposed subdivision will consist of 25 residential lots.

The tract is Zone "X" (shaded) and "AH" (The BFE determined by FEMA of 75.00) as per FEMA Flood Insurance Rate Map, Community Panel No. 480334 0325 D, dated on June 6, 2000 and L.O.M.R. May 17, 2001. A letter of map revision based on fill (LOMR-F) will submitted to FEMA for removal from zone "AH".

The majority of the soil is Sandy Clay Loam and Clay Loam. This soil is well drained. Surface runoff is medium. Permeability is moderate. Plasticity Index has a range of 11-23. See attached Soil Survey of Hidalgo County, Texas tables.

Presently, the site has minimal runoff. The existing runoff for the proposed subdivision is Q= 5.62 cubic feet per second. The runoff calculation is based on 15.30 acres.

After development the runoff will be Q= 19.47 cubic feet per second based on a 10-year storm for an increase of Q= 13.85 cubic feet per second. Detention will be 41,854.46 cubic feet (0.96 acre feet) in accordance with the County's drainage requirements. Excess runoff and runoff created by this new development will be directed onto a proposed storm sewer system consisting of 18" RCP pipes and Type "A" inlets. The existing drainage ditch located on the north side of the development will be excavated (widened) as proposed by HCDD #1 plans, however, in addition the developer will also widen the ditch to accommodate more than the required calculated detention.

THE COUNTY DRAINAGE DITCH FLOWS EASTERLY. THE DRAINAGE DITCH CARRIES WATER EASTWARD WHERE IT EMPTIES INTO LAGUNA MADRE. THE 10 YEAR FLOOD IS CONTAINED WITHIN THE RIGHT-OF-WAY OF STREET AND WITHIN THE DRAINAGE SWALES OF THE SUBDIVISION AS SHOWN BELOW. A RESTRICTIVE COVENANT (SET OUT ON SHEET 1 UNDER PLAT NOTES AND RESTRICTIONS) PROHIBITS THE CONSTRUCTION OF RESIDENTIAL HOUSING IN ANY AREA OF THE SUBDIVISION THAT IS IN A FLOODPLAIN UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968. AS FURTHER NOTED ON SHEET 1, THE FINISHED FLOOR ELEVATION OF EACH HOUSE IS REQUIRED TO BE AT LEAST 18 INCHES ABOVE THE TOP OF THE AVERAGE HEIGHT OF THE CURB IN FRONT OF THE LOT. THESE MEASURES PROVIDE POSITIVE DRAINAGE AWAY FROM ALL BUILDINGS, AVOID CONCENTRATING RUNOFF ONTO OTHER LOTS, AND COORDINATE INDIVIDUAL LOT DRAINAGE WITH THE GENERAL STORM DRAINAGE PATTERN FOR THE AREA.

THE MAP BELOW ILLUSTRATES THE FLOW PATTERNS FOR THE RUNOFF.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100-YEAR FLOODPLAIN FOR ZONE "X" (AREA OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREA PROTECTED BY LEVEES FROM 100-YEAR FLOOD) AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0325 D DATED JUNE 06, 2000 (LOMR MAY 17, 2001)

STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — LICENSED PROFESSIONAL ENGINEER

5-22-13

ALFONSO QUINTANILLA
P.E. No. 95534

DATE

THE COUNTY OF HIDALGO TEXAS

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

COST ESTIMATE
WATER DISTRIBUTION: $_____
PAVING IMPROVEMENTS: $_____
DRAINAGE IMPROVEMENTS: $_____
SEPTIC TANK (OSSF): $_____

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

FLOW DIRECTION OF WATER

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00
LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

SHEET NO. 3 OF 3 SHEETS	FILENAME : F:\DATA\SUBD\HIDALGO CO\MIRAGE RANCHES SUB\MIRAGE-BPLAT3			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	4-1-2013	LG		
	DATE REVISED		CHECKED BY	APPROVED BY

AI-39136 **Precinct #2 17. A.**

CC REGULAR

Meeting Date: 06/11/2013

Submitted For: Agapito Vargas **Submitted By:** Angela Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Acceptance and approval of Certificate of Completion for the Minnesota West Project for paving and drainage projects as certified by project engineer, Mr. Raul Sesin, P.E., Hidalgo County Planning Department.

BACKGROUND

C-12-273-12-28

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1200-431-00-122-084-0-841/731

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

BUDGETARY IMPACT:

PO# 689764 available balance as of 6-6-13 $2,241.52

Attachments

certificate

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/06/2013 01:19 PM
Manuel Chapa	Manuel Chapa	06/07/2013 02:11 PM
Purchasing Department	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Angela Garcia Started On: 06/06/2013 10:47 AM

Final Approval Date: 06/07/2013

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 02 DAY OF MAY, 2013, A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE:	December 28, 2012		
OWNER:	Hidalgo County Precinct No. 2		
CONSTRUCTION CONTRACTOR:	Reim Construction, Inc.		
OF THE CITY OF:	PHARR	STATE OF:	TEXAS

PROJECT DESCRIPTION

CONSTRUCTION OF	Minnesota Road West of I Rd Paving & Drainage Improvements
CONTRACT NO:	C-12-273-12-28

Located in or near the City/Precinct Of PHARR

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:
   NONE
2. That the sum of 0, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.
3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.
4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.
5.

Amount of Original Contract	$	122,158.25
Present Amount of Contract	$	132,700.72
Total Amount of earned to Date	$	132,700.72
Less: previous payments	$	107,925.04
Balance	$	24,775.68
Authorized deductions	$	0
AMOUNT OF FINAL PAYMENT	$	24,775.68

Exhibit E-L

5. That the final payment in the amount of Twenty Four Thousand Seven Hundred Seventy Five Dollars and sixty eight cents ($24,775.68) is now due and payable.

PE 05/10/13
Engineer's Signature

CONCURRED BY:

REM Construction Inc.
Contractor's Name

By: _____

Title: President

CONCURRED BY:

_____
City/Precinct

By: _____

Title: _____

AI-39153 **Budget and Management 18. A.**

CC REGULAR

Meeting Date: 06/11/2013

Submitted For: Sergio Cruz, Budget Officer **Submitted By:** Ana Galvan, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Budget & Management:
Approval to process payment of invoice #13107155 from Atomic Energy Industrial Laboratories as a claim with authority for County Treasurer to issue payment after review and auditing procedures are completed by the County Auditor as follows:

Company	Invoice #	Invoice Date	Amount
Atomic Energy Industrial Laboratories	13107155	March 31, 2013	104.10

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1241-421-23-125-032-0-XXX

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

BUDGETARY IMPACT:

Pending Intradepartmental transfer; Reference AI-39160.

Attachments

Invoice

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/07/2013 03:28 PM
Obdett Calzada	Obdett Calzada	06/07/2013 03:48 PM
Purchasing Department	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Ana Galvan Started On: 06/07/2013 10:58 AM

Final Approval Date: 06/07/2013

ATOMIC ENERGY INDUSTRIAL LABORATORIES

OF THE SOUTHWEST

9261 KIRBY DRIVE · HOUSTON, TEXAS 77054-2520 · (713) 790-9719

INVOICE

V 210595

ACCOUNT NUMBER: 07155 (1)

INVOICE NUM 13107155

DATE: 3/31/13

PO# - 627463

Z

HIDALGO CNTY COURTHOUSE

ANGELA GARCIA-BUDGET OFFICE
2812 SOUTH BUSINESS HWY 281
EDINBURG, TX 78539

SHIPPED TO:

ATTN: JOEL GUERRA
100 N CLOSNER
EDINBURG TX 78539

THIS IS THE ONLY BILL YOU WILL RECEIVE FOR THE BELOW ITEMIZED CHARGES, WHICH ARE PAYABLE UPON RECEIPT. A PENALTY CHARGE OF $10.00 PLUS 4.5% OF THE PAST DUE AMOUNT PER QUARTER WILL BE ADDED TO ALL PAST DUE ACCOUNTS.

DATE	REFERENCE	DESCRIPTION	CHARGES & CREDITS
		BALANCE FORWARD	89.60
1/10/13	627463	4^QUARTERLY REPORTS AT 2.00 EACH	8.00
1/31/13	000381790	PAYMENT----------THANK YOU.	89.60-
3/08/13	627463	1^ADDED EMPLOYEES AT 1.50 EA.	1.50
3/08/13	627463	4 FILM BADGES AT 22.40 EA.	89.60
3/08/13	627463	1^DELETED EMPLOYEES AT 1.50 EA.	1.50
3/13/13	627463	1^SUPPLEMENT REPORT AT 3.50 EA.	3.50

3-1241-421-23-125-032-0-611

[redacted]

INVOICE RECEIVED BY: O.C. ON 4/10/13

GOODS/SERVICES RECEIVED BY: O.C. ON 1/10-3/31/2013

CHARGES OR PAYMENTS RECEIVED AFTER BILLING DATE WILL APPEAR ON NEXT INVOICE.

ORIGINAL

TOTAL DUE 104.10

AI-38978 **Budget and Management 18. B. 1.**

CC REGULAR

Meeting Date: 06/11/2013

Submitted For: Raul Silguero **Submitted By:** Carlos Jasso, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Precinct No. 2 RD MAINT (1200):
Approval of 2013 appropriation of funds from Pct.# 2 RD MAINT unreserved fund balance into Precinct No. 2 Road Maintenance - other (program 006) in the amount of $800,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1200-431-00-122-006-0-890

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

BUDGETARY IMPACT:

Appropriation of funds from Pct. 2 Rd Maint. Unreserved Fund Balance into Pct. 2 Rd. Maint. in the amount of $800,000.00

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/30/2013 09:18 AM
Manuel Chapa	Manuel Chapa	06/06/2013 02:10 PM
Purchasing Department	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Carlos Jasso Started On: 05/29/2013 10:22 AM

Final Approval Date: 06/07/2013

DATE: May 29, 2013

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2

ACCOUNT NUMBER: 3-1200-431-00-122-XXX-0-XXX

Contact Person: Carlos Jasso **Ph#** (956) 787-1891 ext. 2006

2013
Appropriation

AI-38978

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
3-1200-431-00-122-006-0-890	Road and Maintenance - other	$800,000.00
	TOTAL BUDGET INCREASE (DECREASE)	$800,000.00

REASON: This appropriation is needed for pending road projects.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-39133 **Purchasing Department 19. A. 3.**

CC REGULAR

Meeting Date: 06/11/2013

Submitted For: Martha L. Salazar **Submitted By:** Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional services;

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded & evaluated through the County's approved "pool" in connection with professional engineering services required for Projects (on an as needed basis) for "On Call Services-MPO and HCRMA , Traffic Studies County Wide Projects.

	TEDSI Infrastructure	L&G Engineering	Cortran Engineering
Evaluator 1	95	94	97
Evaluator 2	97	91	98
Evaluator 3	80	100	88
Evaluator 4	86	100	82
Evaluator 5	98	95	98
Average	91.2	96	92.6
Ranking			

c. Authority for the Purchasing Department to negotiate a professional services contract with No. 1 ranked firm of _____for the provision of "On call -Project - MPO and HCRMA, Traffic Studies" County Wide Projects

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-429-30-125-014-0-334

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

BUDGETARY IMPACT:

Avail. Bal $50,086.60

Attachments

Scoring Grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department		06/07/2013 01:16 PM
Budget & Management	Obdett Calzada	06/07/2013 01:40 PM

Olga Garza	Olga Garza	06/07/2013 03:51 PM
Auditor's Office	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Rocio Villarreal Started On: 06/05/2013 05:09 PM

Final Approval Date: 06/07/2013

HIDALGO COUNTY

FOR

Professional Engineering Services (On-Call, MPO,HCRMA, and Traffic Studies)

Scoring & Evaluation GRID

Total Scores	**TEDSI Infrastructure**	**L&G Engineering**	**Cortran Engineering**
Evaluator 1	95	94	97
Evaluator 2	97	91	98
Evaluator 3	80	100	88
Evaluator 4	86	100	82
Evaluator 5	98	95	98
TOTAL AVERAGES	91.2	96	92.6
RANKING			

*SCORING & EVALUATION COMPLETED BY EVALUATION COMMITTEE

AI-39156 **Purchasing Department 19. A. 4.**

CC REGULAR

Meeting Date: 06/11/2013

Submitted For: Martha L. Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of "Certificate of Substantial Completion" as submitted by contractor, CAS Companies, reflecting the completion date of April 12, 2013 for "PROJECT NUMBER 2012-315-12-28-OGG-Project Renovation and Repair of the roof area for Hidalgo County Clerks Office".

BACKGROUND

The approval and acceptance of the certificate of substantial completion will allow the payment for Invoice #'s 2 and 3 to be processed as project has been completed.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact at this time. Ref PO# 686416 and Acct# 3-1100-419-40-220-001-0-431.

Attachments

Document

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/07/2013 01:23 PM
Budget & Management	Obdett Calzada	06/07/2013 02:36 PM
Obdett Calzada	Obdett Calzada	06/07/2013 02:57 PM
Auditor's Office	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Vangie Garcia Started On: 06/07/2013 11:30 AM

Final Approval Date: 06/07/2013

Substantial Completion Certificate

Owner: Hidalgo County

Contractor:
CAS Companies
5402 S Expressway 83
Harlingen, Texas 78552

Distribute To:
Owner: X Contractor:
Architect: Field:

Project: Hidalgo County Clerk Re-roofing **Project No: 2012-332-00**

County Clerk Re-roofing

Renovation and repair of the roof area over the county clerk area as needed.

Reroofing

Hidalgo County - Project: 2012-315-12-28-OGG

The undersigned certifies this to the best of their knowledge.
The work performed on this Contract is found to be substantially completed.
With the exception (s) of the following, if any:

(Signature of authorized representative)	CAS Companies, LP (Representing)	04/12/2013 (Date of Issuance)

A list of items to be completed Corrected (if any) is attached or listed: None
Cost estimate of Work that is incomplete or defective: **$ 0.00** ( ) %
The contractor will complete or correct the Work on the list of items (attached is any) within:
(0) days from the above date of Substantial Completion.

CAS Companies, LP		4/12/2013
Contractor	**By**	**Date**

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at (time) on (date)

Owner	**By**	**Date**

5402 S Expressway 83
Harlingen, Texas 78552
Phone: 956-216-8200
Fax: 956.216-8069

1306 FM 1092 Ste 304
Missouri City, Texas 77459
Phone 281.499.4747
Fax: 281.499.6655

AI-39142 **Purchasing Department 19. A. 5.**

CC REGULAR

Meeting Date: 06/11/2013

Submitted For: Martha L. Salazar **Submitted By:** Oscar Garza, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval for modifications to Hidalgo County Autopsy Facility, as requested by the Texas Accessibility Standards (TAS) and noted on pages 3&4 of the plan review report under toilet facilities section 213 to rooms #114 & #115 to include but limited to sinks and any other appurtenances as may be required for ADA compliance in the amount of $33,622.19 to current contractor CAS Companies, LP. contract #JOC-R5004 amid PO #663746 project #11-039-OGG.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1342-421-00-220-045-0-452

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

BUDGETARY IMPACT:

PO #663746

Attachments

S&B Prints

Plan Review Report

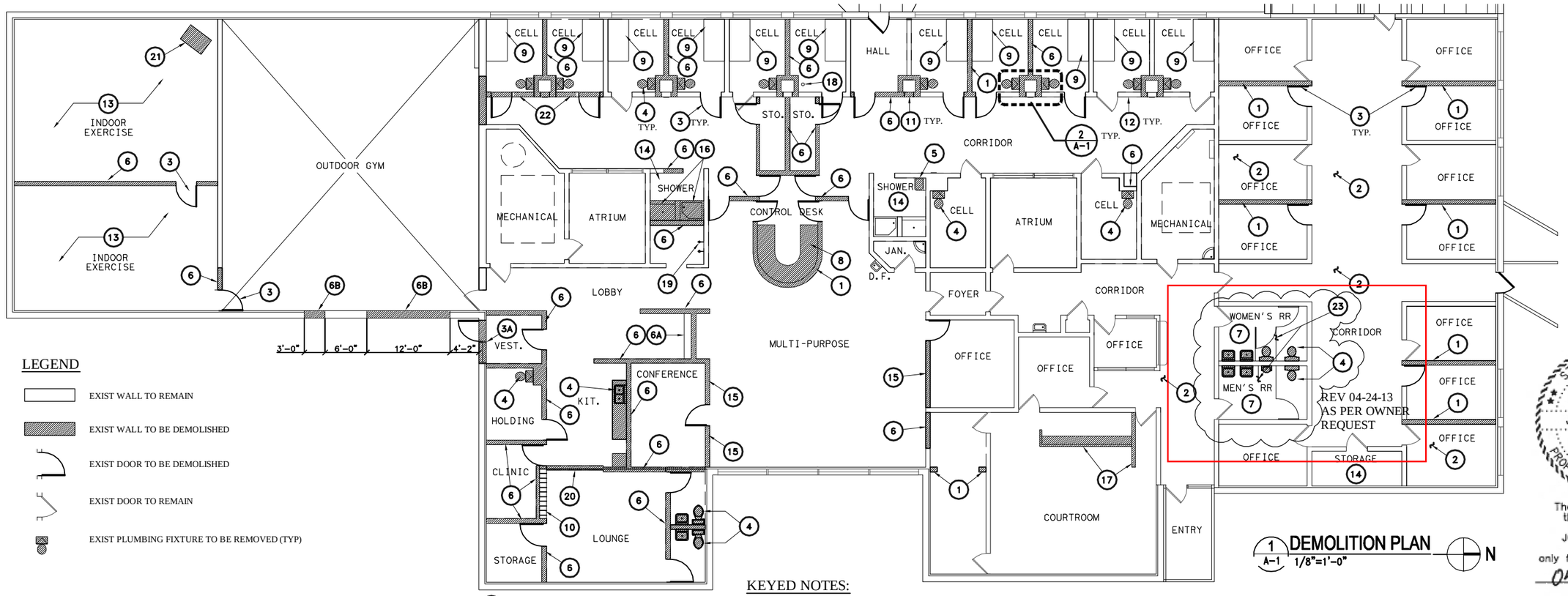
proposal

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/07/2013 01:16 PM
Budget & Management	Obdett Calzada	06/07/2013 01:49 PM
Olga Garza	Olga Garza	06/07/2013 05:10 PM
Auditor's Office	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Oscar Garza Started On: 06/06/2013 02:23 PM

Final Approval Date: 06/07/2013



LEGEND

- EXIST WALL TO REMAIN
- EXIST WALL TO BE DEMOLISHED
- EXIST DOOR TO BE DEMOLISHED
- EXIST DOOR TO REMAIN
- EXIST PLUMBING FIXTURE TO BE REMOVED (TYP)

1 A-1 **DEMOLITION PLAN** 1/8"=1'-0" N

REV 04-24-13
AS PER OWNER REQUEST

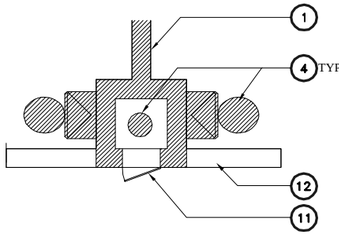
KEYED NOTES:

1. EXIST INTERIOR WALL PARTITION TO BE REMOVED. PATCH SLAB, WALL AND CEILING, AND/OR LEVEL CONCRETE SLAB FOR NEW CONSTRUCTION.
2. EXISTING VCT FLOORING, ADHESIVE, UNDERLAYMENT, TACKLESS STRIP, TO BE REMOVED. PATCH SLAB LEVEL TO RECEIVE FINISH FLOORING.
3. EXIST DOOR AND DOOR FRAME TO BE REMOVED AND DAMAGED ADJACENT AREAS TO BE REPAIRED.
3A. EXIST DOOR, FRAME AND SIDELITE TO BE REMOVED. SEE PIC 2 AT DWG A-10 FOR DETAILS AND KEYED NOTE 8 OF A-2 FOR RESTORATION.
4. EXIST PLUMBING FIXTURES AT RESTROOM AND KITCHEN AREA SHALL BE REMOVED AND RETURNED TO OWNER PER OWNER'S DIRECTIONS. ALL PLUMBING PIPING TO BE DISCONNECTED, CUT OFF, REMOVED, ABANDONED IN PLACE, AND PLUGGED TO BE FLUSH W/ FLOOR. PATCH HOLES TO ACCEPT NEW FLOORING FINISH. SEE PIC 5 AT DWG A-10.
5. EXIST LAVATORY TO BE REMOVED. SEE PIC 5 AT DWG A-11.
6. EXIST CMU WALL TO BE REMOVED. PATCH SLAB, WALL AND CEILING, AND/OR LEVEL CONCRETE SLAB.
6A. EXIST CMU WALL AND SHELVING TO BE REMOVED. PATCH SLAB. SEE PIC 3 AT DWG A-11.
6B. EXIST CONCRETE-FILLED CMU AND BRICK WALL TO BE CUT FOR ROUGH OPENING FOR NEW DOORS. SEE EXISTING DRAWINGS FOR REFERENCE.
7. EXIST 2X2 ACOUSTIC CEILING TILES HAVE WATER-LEAKING DAMAGE CONTRACTOR SHALL REPLACE AND CHECK A/C SYSTEM OR ANY CAUSE OF LEAKING TO ASSURE NO MORE LEAK IN THE FUTURE-SEE PIC 1 AT DWG A-12.
8. EXIST COUNTER TO BE REMOVED AND DISPOSED OF OFF SITE-SEE PIC 1 AT DWG A-11.
9. CELL'S 3'-0" X 6'-0" X 1'-8"H CMU AND CONCRETE BED TO BE REMOVED-SEE PIC 2 AT DWG A-12.
10. EXIST LOCKERS TO BE REMOVED AND RETURNED TO OWNER-SEE PIC 6 AT DWG A-10
11. EXIST PLUMBING ACCESS DOOR TO BE REMOVED AND VOID TO BE FILLED W/ CMU BLOCKS AND PAINTED TO MATCH EXISTING-SEE PIC 6 AT DWG A-12.
12. EXIST CMU WALL TO REMAIN AND BE REPAINTED
13. EXIST FLOOR CARPET, UNDERLAYMENT, TACKLESS STRIP TO BE REMOVED AND DISPOSED OF OFF SITE. PATCH SLAB LEVEL TO RECEIVE FINISH FLOORING WHERE DEMOLITION CAUSES UNEVENNESS IN FLOOR SLABS-SEE PIC 3 AT DWG A-12
14. MOLD AND MILDEW ON EXIST PLASTER CEILING & WALL TO BE TESTED BY A PROFESSIONAL, THEN CONTRACTOR SHALL CLEAN UP AND DECONTAMINATE FOLLOWING TESTING REPORT'S RECOMMENDATIONS TO COMPLY WITH CURRENT HEALTH REGULATIONS - SEE PIC 4 AT DWG A-11
15. EXIST GLASS PANEL TO BE REMOVED AND DISPOSED OF OFF SITE-SEE PIC 4 AT DWG A-10.
16. EXIST PLUMBING MOP SINK, CONCRETE CURB, AND SHOWER STALL TO BE REMOVED AND ABANDONED. ALL RELATED PIPING TO BE CUT AND CAPPED OFF TO FLUSH WITH FINISH FLOOR.
17. EXIST WOOD PANELING WALL AND COUNTER TO BE REMOVED AND DISPOSED OF OFF SITE. PATCH SLAB AND/OR LEVEL CONCRETE TO ACCEPT FINISH FLOORING.
18. EXIST ABANDONED AND CAPPED SANITARY DRAIN TO BE REMOVED AND DISPOSED OF OFF SITE. PATCH SLAB AND/OR LEVEL CONCRETE TO ACCEPT FINISH FLOORING.
19. EXIST WASHER/DRYER AND ASSOCIATED PLUMBING PIPING TO BE REMOVED AND DISPOSED OF OFF SITE. ELECTRICAL CONNECTION TO BE DISCONNECTED. PLUMBING PIPING TO BE CUT OFF AND AND CAPPED. PATCH SLAB AND/OR LEVEL CONCRETE TO ACCEPT FINISH FLOORING.
20. EXIST ACCORDION DOOR/WALL TO BE REMOVED AND DISPOSED OF OFF SITE. PATCH SLAB AND/OR LEVEL CONCRETE TO ACCEPT FINISH FLOORING.
21. EXIST HEATER UNIT TO BE REMOVED AND DISPOSED OF OFF SITE. SEE PIC 3 AT DWG A-10.
22. EXIST CMU WALL TO BE DEMOLISHED UP TO CONCRETE BEAM+2 CMU BLOCKS. REFER TO EXISTING DRAWING DETAIL 3 SHEET 06 FOR DETAILS. PATCH UNDERNEATH THE REMAINING CMU BLOCKS WITH CONCRETE FOR A SMOOTH SURFACE AND PAINT.
23. EXIST PARTITION FIXTURES TO BE REMOVED.

REV 04-24-13
AS PER OWNER REQUEST

DEMOLITION NOTES:

1. FOR DEMOLITION, EPA REGULATIONS UNDER NATIONAL EMISSION STANDARDS FOR HAZARDOUS AIR POLLUTANTS (NESHAD), 40 CFR61, PART M REQUIRE THE OWNER TO KNOW THE EXTENT OF LEAD AND ASBESTOS AT THE FACILITY PRIOR TO THE START OF WORK. THE CONTRACTOR SHALL REVIEW THE SURVEY AND RETAIN A LEAD AND ASBESTOS ABATEMENT CONTRACTOR TO REMOVE ALL CONTAMINANTS PRIOR TO DEMOLITION IN ACCORDANCE WITH APPLICABLE REGULATIONS. A LICENSED LEAD AND ASBESTOS CONTRACTOR SHALL COORDINATE THE WORK, PROVIDE SCHEDULE, AND ADMINISTER PAPERWORK WITH THE GENERAL CONTRACTOR FOR THE SURVEY/INSPECTION REPORT. ALSO CONTRACTOR SHALL REPORT TO THE OWNER FOR INSTRUCTIONS IF THERE IS ANY MOLD DURING INVESTIGATION PRIOR TO ANY DEMOLITION.
2. DURING DEMOLITION PHASE, THE CONTRACTOR SHALL FOLLOW ALL OSHA, EPA AND LOCAL REGULATIONS REQUIRED FOR DEMOLITION.
3. ALL PERMITS SHALL BE OBTAINED FROM JURISDICTIONAL MUNICIPALITIES PRIOR TO DEMOLITION.
4. ALL DEMOLITION WORK SHALL BE IN ACCORDANCE WITH THE INTERNATIONAL BUILDING CODE (IBC) STANDARDS AND CONSTRUCTION PRACTICES.
5. CONTRACTOR SHALL CLEAN UP, REMOVE AND DISPOSE OF ALL DEBRIS AND DISCARDED ITEMS UPON COMPLETION OF CONSTRUCTION TO BE READY FOR A NEW OCCUPANCY CONDITION.
6. CONTRACTOR SHALL FIELD INSPECT ALL EXISTING ACOUSTICAL CEILING AREAS, ESPECIALLY IN RESTROOMS. REMOVE AND REPLACE WATER-DAMAGED CEILING TILES. THEN MECHANICAL CONTRACTOR SHALL INVESTIGATE EXISTING A/C SYSTEM FOR ANY PROBLEM AND REPAIR TO STOP AND PREVENT ANY FURTHER WATER LEAKING.
7. FOR MEP DEMOLITION PLAN. SEE MECHANICAL, ELECTRICAL AND PLUMBING DRAWINGS.
8. IN DEMOLITION PHASE, THE CONTRACTOR SHALL FIELD INVESTIGATE AND COORDINATE WITH MEP ENGINEERS ALL ELECTRICAL PANELS, ELECTRICAL CONTROL DEVICES, MECHANICAL EQUIPMENT, EXPOSED PIPINGS, METER PRIOR REMOVAL; OTHERWISE, CONTRACTOR SHALL CHECK ALL MEP EQUIPMENTS TO ASSURE THEY ARE IN GOOD CONDITION FOR REUSE.
9. ALL SALVAGE ITEMS SUCH AS LIGHTING FIXTURES, EQUIPMENTS, FURNITURES SHALL BE RETURNED AND STORED PER OWNER'S INSTRUCTIONS.
10. MEP CONTRACTOR SHALL BE RESPONSIBLE FOR ELECTRICAL POWER, UTILITIES, MECHANICAL SAFETY FOR CONTRACTOR'S WORKERS DURING DEMOLITION PHASE.
11. THIS DRAWING IS SHOWN FOR GENERAL ITEMS TO BE REMOVED ONLY AND DETAIL ITEMS SHALL FIELD DETERMINE BY MEP ENGINEERS AND OWNER'S INSTRUCTION.
12. OWNER SHALL HAVE RIGHT OF FIRST REFUSAL FOR ALL EQUIPMENT AND MATERIAL REMOVED DURING DEMOLITION AND WILL PROMTLY REMOVE SELECTED ITEMS. ALL OTHER DEMOLISHED MATERIALS ARE TO BE REMOVED AND DISPOSED OF OFFSITE.
13. DURING BIDDING PHASE, CONTRACTOR SHALL CONDUCT A SITE VISIT TO FIELD INSPECT AND VERIFY ALL EXISTING BUILDING CONDITIONS, AND IF NECESSARY, SUBMIT AN RFI TO OWNER OR ENGINEER TO BRING UP ANY CONFLICT.
14. DAMAGED FLOOR DURING DEMOLITION SHALL BE REPAIRED, PATCHED, AND SEALED TO MATCH EXISTING.
15. ALL EXISTING DRAWINGS IN THIS SET ARE FOR REFERENCE ONLY. CONTRACTOR SHALL FIELD VERIFY PRIOR TO DEMOLISH OR INSTALLATION.



2 A-1 **TYP. EXIST PLUMBING CHASE** 1/8"=1'-0"

STATE OF TEXAS
Jose R. Guajardo
109932
LICENSED
PROFESSIONAL ENGINEER

The seal appearing on this document was authorized by JOSE R. GUAJARDO P.E. 109932, only for REV 04/24/13, on 04/24, 20 13

STATE OF TEXAS
MARIO V. GUERRA III
64669
REGISTERED
PROFESSIONAL ENGINEER

The seal appearing on this document was authorized by Mario V. Guerra III P.E. 64669, on 4/24, 20 13

RECEIVED
By Oscar Garza at 2:39 pm, Apr 24, 2013

S&B INFRASTRUCTURE, LTD.
Engineering Management Technology
S&B INFRASTRUCTURE, Ltd. Firm Registration Number: 1582

HIDALGO COUNTY AUTOPSY FACILITY RENOVATION

ARCHITECTURAL DEMOLITION PLAN

DRAWN BY: TV	DATE: 12/08/2010	SCALE: 1/8"= 1'-0"	
CHECKED BY: PN	DATE: 12/08/2010	PROJECT NO: U1189	
APPROVED BY: XX	DATE: 12/10/2010		

STATE	COUNTY		SHEET NO.	DWG NO.
TEXAS	HIDALGO		14 OF 47	A-1

S & B INFRASTRUCTURE, LTD.
N:\Project\u1189\u1189.203\600_WorkingFiles\PlotSet_05\Dwg\A-1 2013-04-15.dwg Apr 24, 2013-10:27am IZAGUIRA

HIDALGO COUNTY AUTOPSY FACILITY RENOVATION

2011

RAMON GARCIA - COUNTY JUDGE

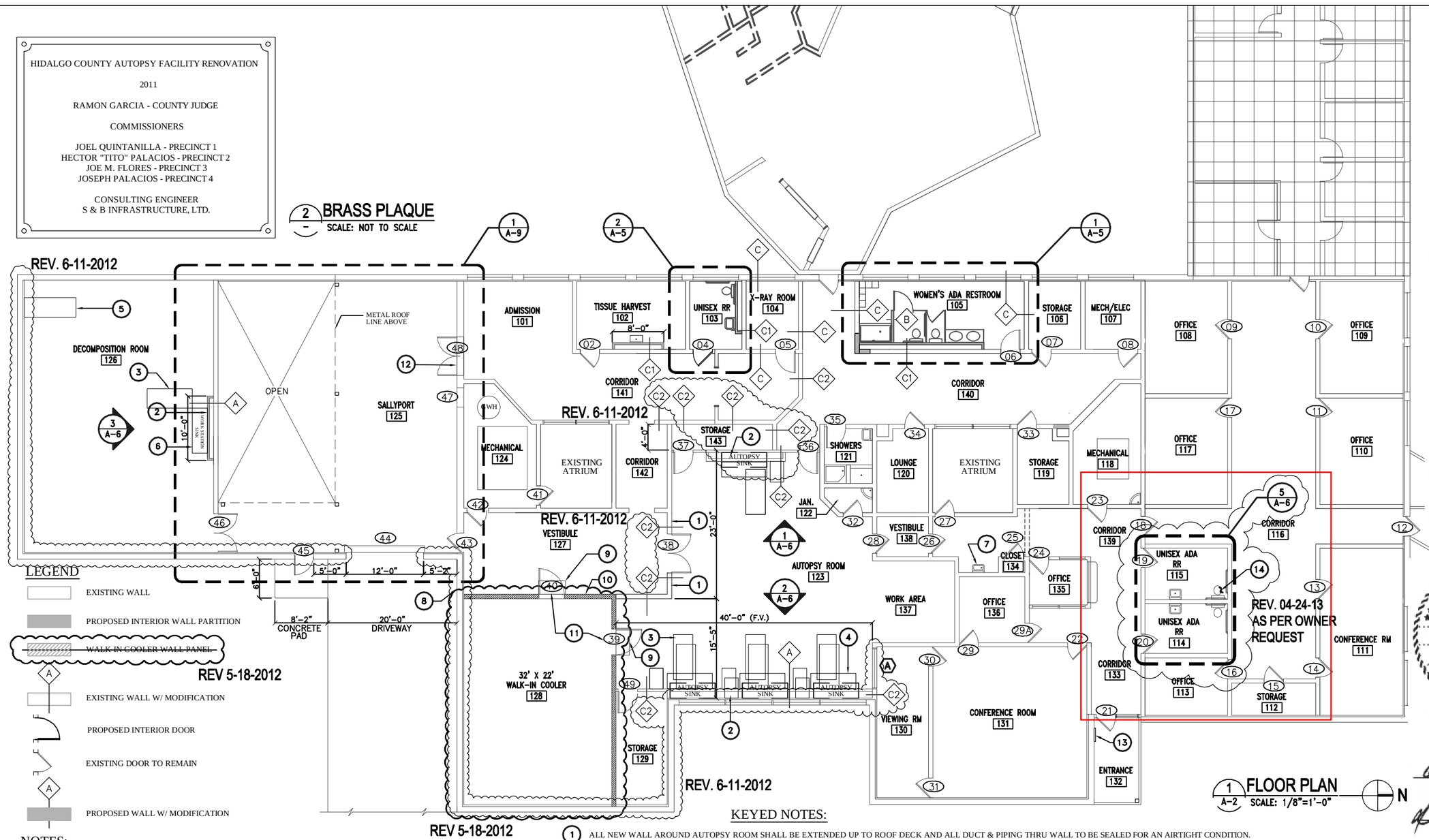
COMMISSIONERS

JOEL QUINTANILLA - PRECINCT 1
HECTOR "TITO" PALACIOS - PRECINCT 2
JOE M. FLORES - PRECINCT 3
JOSEPH PALACIOS - PRECINCT 4

CONSULTING ENGINEER
S & B INFRASTRUCTURE, LTD.

2 BRASS PLAQUE
SCALE: NOT TO SCALE

REV. 6-11-2012



LEGEND

- EXISTING WALL
- PROPOSED INTERIOR WALL PARTITION
- WALK IN COOLER WALL PANEL
- EXISTING WALL W/ MODIFICATION
- PROPOSED INTERIOR DOOR
- EXISTING DOOR TO REMAIN
- PROPOSED WALL W/ MODIFICATION

NOTES:

1. CONTRACTOR SHALL FIELD VERIFY AND INSPECT ALL EXISTING FIRE ALARM, AUDIO-VISUAL SYSTEM TO ASSURE THEIR GOOD WORKING CONDITION; OTHERWISE, CONTRACTOR SHALL BRING ATTENTION TO OWNER FOR REPAIRING AND/OR UPGRADING TO MEET CODE REQUIREMENTS.
2. FOR WALK-IN COOLER ROOM 128: CONTRACTOR SHALL COORDINATE WITH OWNER'S REPRESENTATIVE FOR EQUIPMENT LAYOUT PRIOR TO INSTALLATION AND LOCATION OF EVAPORATOR AND COMPRESSOR TO MEET CODE REQUIREMENTS.

CONSTRUCTION NOTES:

1. CONTRACTOR TO REFER COMPREHENSIVE LISTING OF ALL EQUIPMENTS, WHICH ARE PROVIDED BY OWNER AND INSTALLED BY CONTRACTOR.
2. CONTRACTOR TO PROVIDE ALL NECESSSARY MEP REQUIRED FOR THE INSTALLATION OF ALL ITEMS PROVIDED BY OWNER, AS SCHEDULED IN EQUIPMENT.
3. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OF ALL MEP EQUIPMENTS, WHICH ARE NOT PROVIDED BY OWNER, TO THE ENGINEER PRIOR TO PURCHASING AND INSTALLATION.
4. EXISTING EXPOSED CONCRETE SLAB TO BE SEALED WITH EPOXY-SEE ROOM FINISH SCHEDULE FOR DETAILS.
5. SEE ROOM FINISH SCHEDULE AND PARTITION/WALL TYPES FOR DETAILS.

KEYED NOTES:

1. ALL NEW WALL AROUND AUTOPSY ROOM SHALL BE EXTENDED UP TO ROOF DECK AND ALL DUCT & PIPING THRU WALL TO BE SEALED FOR AN AIRTIGHT CONDITION.
2. PLUMBING CHASE - SEE DWG NO. A-4 FOR DETAILS. IF PLUMBING CHASE IS NOT INSTALLED IN AUTOPSY ROOM, WINDOWS SHOULD BE COVERED.
3. AUTOPSY TABLE, PROVIDED BY OWNER AND INSTALLED BY CONTRACTOR-SEE INTERIOR ELEVATION.
4. AUTOPSY SINK, PROVIDED BY OWNER AND INSTALLED BY CONTRACTOR-SEE PLUMBING DRAWING, INTERIOR ELEVATION AND GENERAL NOTES FOR DETAILS.
5. TWO-CADAVER REFRIGERATOR, PROVIDED BY OWNER AND INSTALLED BY CONTRACTOR-SEE GENERAL NOTES FOR DETAILS.
6. WORK STATION SINK, PROVIDED BY OWNER AND INSTALLED BY CONTRACTOR-SEE GENERAL NOTES FOR DETAILS.
7. EXIST ELECTRICAL DRINKING FOUNTAIN TO BE REPAIRED UP TO GOOD WORKING CONDITION-SEE PICTURE 4 AT DWG NO. A-12.
8. RESTORE WALL WHERE DOOR, SIDELITE AND FRAME HAVE BEEN REMOVED BY ADDING MATCHING CMU BLOCK AT THE INTERIOR, PROVIDING CONTINUOUS DAMPPROOFING AND INSTALLING MATCHING BRICK AT THE EXTERIOR. REV. 6-11-2012
9. CONTRACTOR TO VERIFY RAMP(S) FROM AND TO WALK-IN COOLER AS REQUIRED. MATERIALS TO BE DETERMINED BY WALK-IN COOLER MANUFACTURER.
10. CONTRACTOR TO PERFORM A RAISED FLOOR PER WALK-IN COOLER MANUFACTURER'S REQUIREMENTS.
11. WALK-IN COOLER'S DOORS PER MANUFACTURER'S RECOMMENDATIONS OR OWNER'S INSTRUCTIONS.
12. CONCRETE SLABS AT SALLYPORT AND ENTRANCE TO BE AT SAME LEVEL ELEVATION FOR A SMOOTH ACCESS.
13. PROVIDE A BRASS PLAQUE WITH THE COUNTY OFFICIALS NAMES AT THE ENTRANCE - SEE DETAIL 2 THIS DRAWING - CONTRACTOR SHALL COORDINATE WITH OWNER FOR DETAILS. THIS ITEM HAS A BIDDING ALLOWANCE OF $1,500.
14. NEW FIXTURES TO BE CONNECTED TO EXIST PLUMBING. REV. 04-24-13 AS PER OWNER REQUEST

1 FLOOR PLAN
A-2 SCALE: 1/8"=1'-0"

N

STATE OF TEXAS
Jose R. Guajardo
109932
LICENSED
PROFESSIONAL ENGINEER
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STATE OF TEXAS
DARIO V. GUERRA III
64669
REGISTERED
PROFESSIONAL ENGINEER
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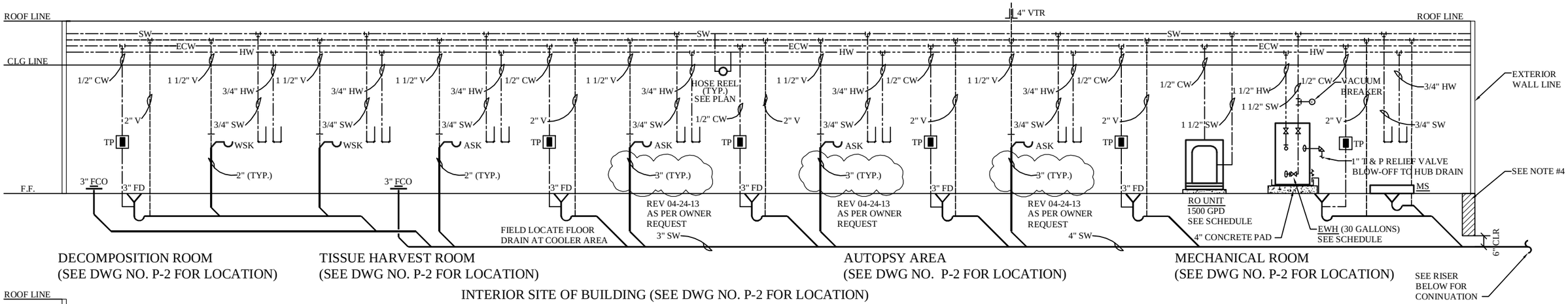
HIDALGO COUNTY AUTOPSY FACILITY RENOVATION

ARCHITECTURAL FLOOR PLAN

DRAWN BY: TV	DATE: 12/08/2010	SCALE: 1/8"= 1'-0"	
CHECKED BY: PN	DATE: 12/08/2010	PROJECT NO: U1189	
APPROVED BY: DG	DATE: 06/11/2012		

STATE	COUNTY		SHEET NO.	DWG NO.
TEXAS	HIDALGO		15 OF 47	A-2

S & B INFRASTRUCTURE, LTD.
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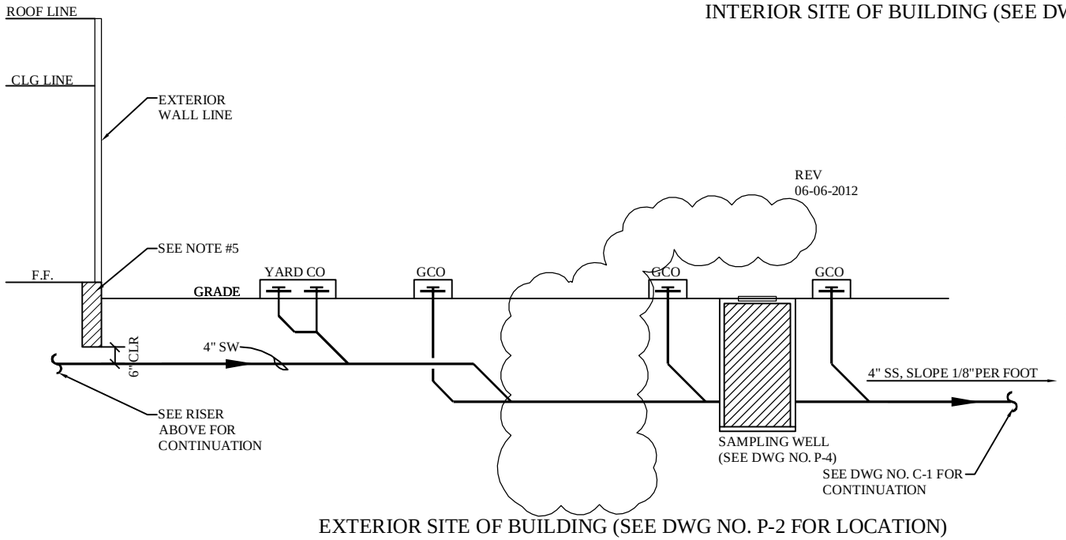
DECOMPOSITION ROOM (SEE DWG NO. P-2 FOR LOCATION)

TISSUE HARVEST ROOM (SEE DWG NO. P-2 FOR LOCATION)

AUTOPSY AREA (SEE DWG NO. P-2 FOR LOCATION)

MECHANICAL ROOM (SEE DWG NO. P-2 FOR LOCATION)

INTERIOR SITE OF BUILDING (SEE DWG NO. P-2 FOR LOCATION)



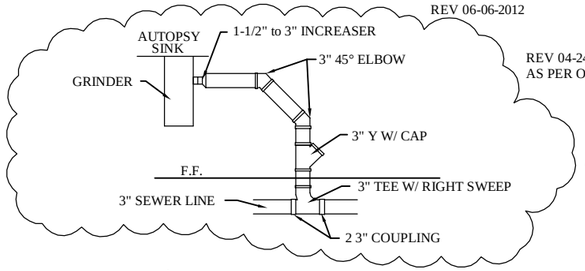
EXTERIOR SITE OF BUILDING (SEE DWG NO. P-2 FOR LOCATION)

1 P-3 PLUMBING SOLID WASTE RISER DIAGRAM

SCALE: NO SCALE

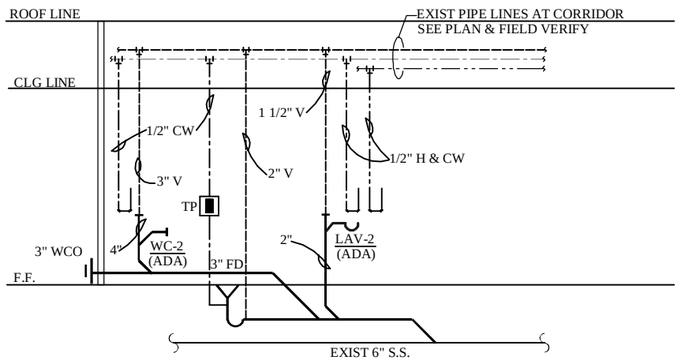
NOTES:

1. CONTRACTOR SHALL FIELD VERIFY AND LOCATE ALL EXISTING HOT WATER, COLD WATER, VENTS AND SANITARY SEWER LINES IN THE BUILDING PRIOR TO INSTALLING NEW UTILITY CONNECTIONS.
2. CONTRACTOR SHALL VERIFY SIZE, CONNECTION, TYPE AND ACCESSORIES OF ALL NEW PLUMBING FIXTURES FURNISHED BY OWNER PRIOR TO ANY INSTALLATION TO ASSURE ITEMS WILL FIT IN THE BUILDING LOCATIONS AND CONDITION.
3. CONTRACTOR SHALL FIELD VERIFY THE INVERT ELEVATION OF THE EXISTING 6" SANITARY SEWER LINE AT THE NORTH SIDE OF THE BUILDING.
4. CONTRACTOR IS RESPONSIBLE FOR SETTING THE INVERT ELEVATION OF NEW 4" SANITARY SEWER LINE.
5. CONTRACTOR SHALL VERIFY THE EXISTING CONCRETE GRADE BEAM IS AT 3'-0" DEPTH BELOW FINISH FLOOR PRIOR TO LAYING OUT NEW UNDERGROUND SANITARY SEWER SYSTEM..
6. CONTRACTOR SHALL FIELD LOCATE AND INSTALL WATER HAMMER ARRESTOR.



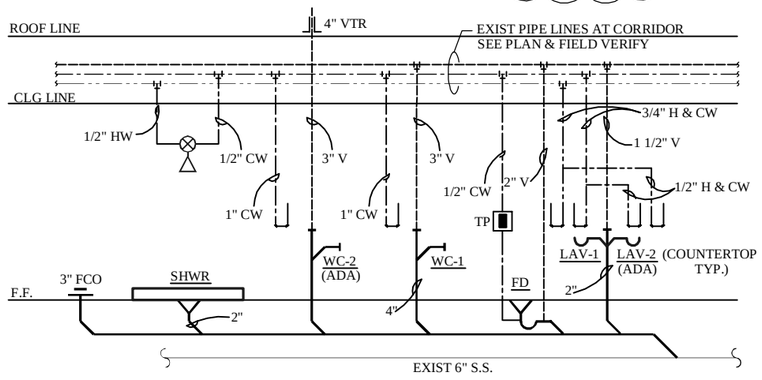
LEGEND:

SS	SANITARY SEWER
CW	COLD WATER
SW	SOFT WATER
HW	HOT WATER
V	VENT
TP	TRAP PRIMER
FCO	FLOOR CLEAN OUT
GCO	GRADE CLEAN OUT
WCO	WALL CLEAN OUT
FD	FLOOR DRAIN
WSK	WORKSTATION SINK
ASK	AUTOPSY SINK
ESS	EXIST. SANITARY SEW
EHW	EXIST. HOT WATER
ECW	EXIST. COLD WATER



2 P-3 PLUMBING RISER DIAGRAM (AT UNISEX RESTROOM)

SCALE: NO SCALE



3 P-3 PLUMBING RISER DIAGRAM (AT WOMEN'S RESTROOM)

SCALE: NO SCALE

STATE OF TEXAS
DARIO V. GUERRA III
64669
REGISTERED PROFESSIONAL ENGINEER

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Jose R. Guajardo
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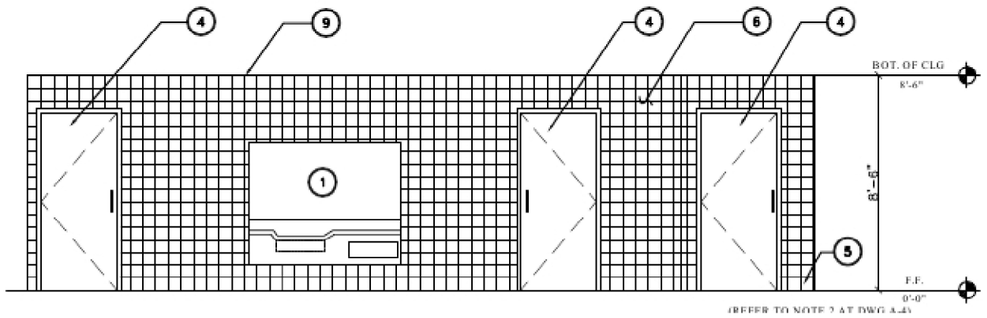
HIDALGO COUNTY AUTOPSY FACILITY RENOVATION

PLUMBING RISER DIAGRAM

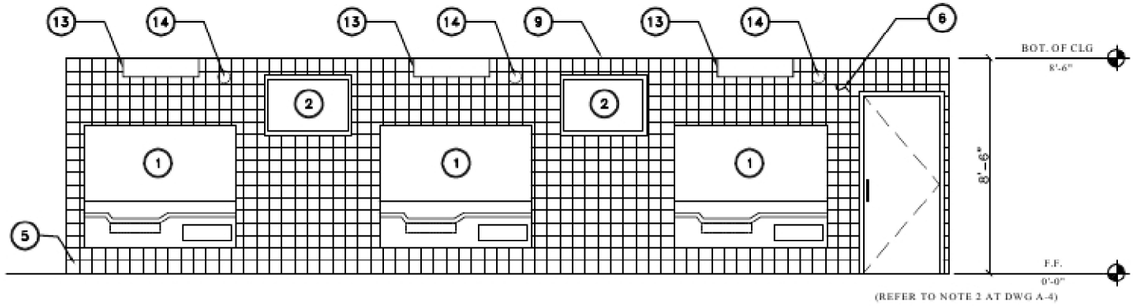
DRAWN BY: AY	DATE: 12/08/2010	SCALE: AS SHOWN	
CHECKED BY: PN	DATE: 12/08/2010	PROJECT NO: U1189	
APPROVED BY: DG	DATE: 06/08/2012		

STATE	COUNTY		SHEET NO.	DWG NO.
TEXAS	HIDALGO		44 OF 47	P-3

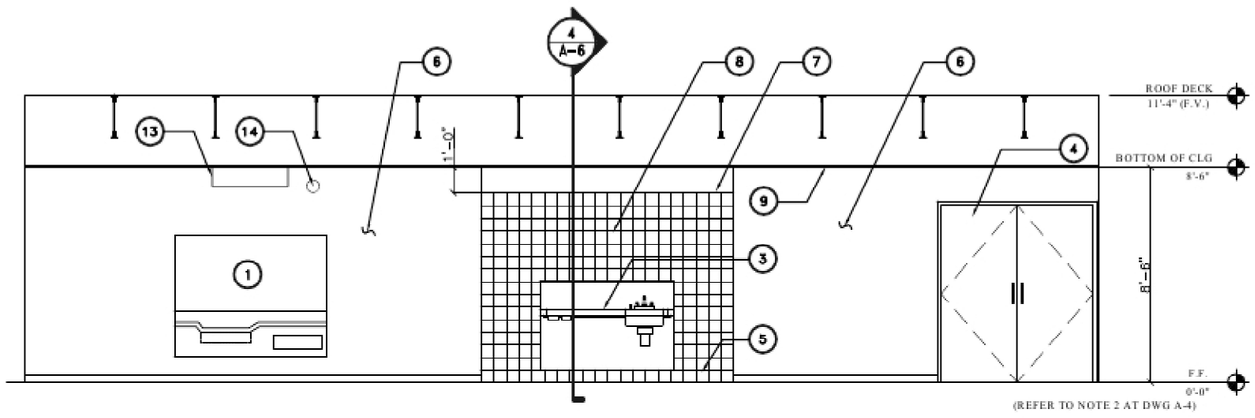
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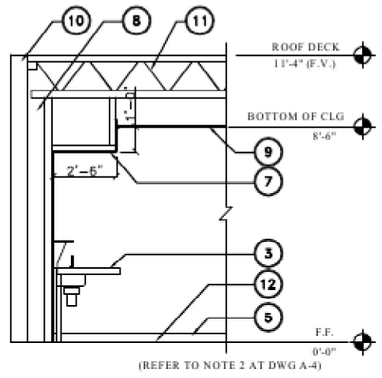
1 A-2 LOOKING WEST AT AUTOPSY ROOM
SCALE: 1/2"=1'-0"



2 A-2 LOOKING EAST AT AUTOPSY ROOM
SCALE: 1/2"=1'-0"



3 A-2 LOOKING NORTH AT DECOMPOSITION ROOM
SCALE: 1/2"=1'-0"



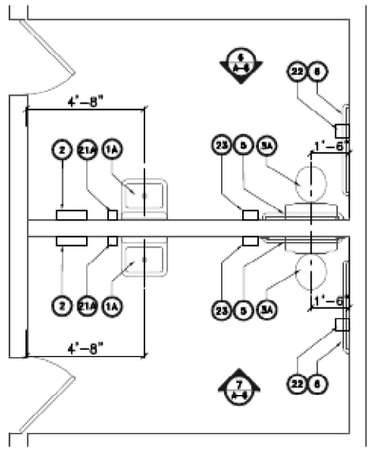
4 – WALL SECTION AT FURR DOWN
SCALE: 1/2"=1'-0"

CONSTRUCTION NOTES:

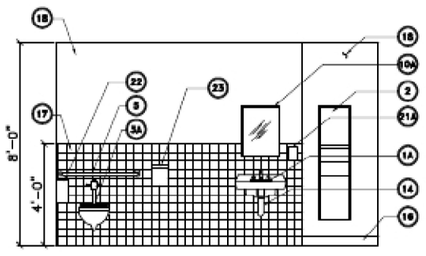
1. ALL EQUIPMENT TO BE PROVIDED BY OWNER AND INSTALLED BY CONTRACTOR.
2. CONTRACTOR SHALL REFER TO COMPREHENSIVE LISTING OF EQUIPMENT FOR ARCHITECTURAL, STRUCTURAL, MECHANICAL, ELECTRICAL, AND PLUMBING PRIOR TO INSTALLATION.
3. CONTRACTOR SHALL COORDINATE WITH MEP CONTRACTOR FOR INSTALLING EQUIPMENT
4. CONTRACTOR SHALL PROVIDE ALL NECESSARY MEP REQUIRED FOR THE INSTALLATION OF ALL ITEMS PROVIDED BY OWNER/OTHERS.

KEYED NOTES:

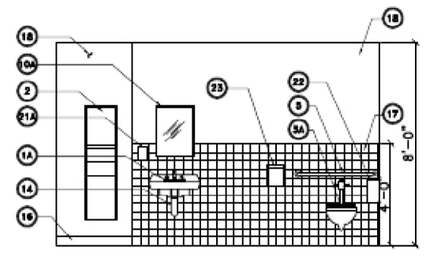
1. AUTOPSY SINK - PROVIDED BY OWNER AND INSTALLED BY CONTRACTOR
2. ILLUMINATOR RAD - PROVIDED BY OWNER AND INSTALLED BY CONTRACTOR. VERIFY MOUNTING HEIGHT PER MANUFACTURER'S RECOMMENDATIONS.
3. WORK STATION WITH SINK - PROVIDED BY OWNER AND INSTALLED BY CONTRACTOR. VERIFY MOUNTING HEIGHT PER MANUFACTURER'S RECOMMENDATIONS.
4. DOOR - SEE DOOR SCHEDULE
5. COVE BASE - SEE FINISH SCHEDULE
6. WALL FINISH - SEE ROOM FINISH SCHEDULE
7. FURR DOWN AT PLUMBING CHASE ABOVE WORK STATION SINK
8. PLUMBING CHASE - SEE DWG A-4 FOR DETAILS
9. CEILING TILE - SEE FINISH SCHEDULE
10. EXIST TILT-UP WALL - SEE DWG REF-4 FOR DETAILS
11. EXIST TRUSS JOIST - SEE DWG REF-4 FOR DETAILS
12. FINISH FLOOR - SEE FINISH SCHEDULE AT DWG A-8 FOR DETAILS
13. LIGHT FIXTURES - PROVIDED BY OWNER AND INSTALLED BY CONTRACTOR
14. PLUMBING CONTRACTOR TO PROVIDE WATER LINE FOR THE INSTALLATION OF RETRACTABLE



5 – ENLARGED UNISEX ADA RESTROOM PLAN
SCALE: 1/2"=1'-0"



6 – UNISEX ADA RESTROOM ELEVATION
SCALE: 1/2"=1'-0"



7 – UNISEX ADA RESTROOM ELEVATION
SCALE: 1/2"=1'-0"

ADA MOUNTING HEIGHT

1. ADA MOUNTING HEIGHT FOR PLUMBING FIXTURES AND PLUMBING ACCESSORIES SEE DWG A-5.
2. FOR LEGEND NOTES SEE DWG A-5.

REV 04-24-13
AS PER OWNER
REQUEST

STATE OF TEXAS
Jose R. Guajardo
109932
LICENSED
PROFESSIONAL ENGINEER

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STATE OF TEXAS
DARIO V. GUERRA III
64669
REGISTERED
PROFESSIONAL ENGINEER

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Engineering Management Technology
S&B INFRASTRUCTURE, Ltd. Firm Registration Number 1582

HIDALGO COUNTY AUTOPSY FACILITY RENOVATION

ARCHITECTURAL
INTERIOR ELEVATIONS /UNISEX ADA RR

DRAWN BY: TV	DATE: 12/08/2010	SCALE: 1/2" = 1'-0"	
CHECKED BY: PN	DATE: 12/08/2010	PROJECT NO: U1189	
APPROVED BY: XX	DATE: 12/10/2010		

STATE	COUNTY		SHEET NO.	DWG NO.
TEXAS	HIDALGO		19 OF 47	A-6

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ACC

Accessibility Checks and Controls

Registered Accessibility Specialist

#97

401 Southgate Circle
Weslaco, Texas 78596
Off: (956)968-3887
Cell: (956)279-0910

Member of Accessibility Professionals Association

e-mail:Covacevich@aol.com

January 21, 2013

Hidalgo County
Valde Guerra, Ex.Dir.
PO Box 1356
Edinburg, Tx. 78540

Re: Renovations to Existing Juvenile Center
EABPRJB3807053

Plan Review- Completed

Dear Mr. Guerra:

Enclosed are the results of the plan review completed on the referenced facility. Identified on the report are areas of noncompliance with accessibility standards adopted by the Texas Dept. of Licensing and Regulations for purposes of ensuring compliance with Texas Governmental Code, Chapter 469.

Although deficiencies may have been noted, the referenced project may be eligible for inspection approval if constructed in accordance with the 2012 Texas Accessibility Standards. Items which are the responsibility of the owner should be referred to the appropriate person for action.

The Plan Review Report is for general compliance with the information contained within the Texas Accessibility Standards and is not intended to provide a comprehensive or detailed analysis of the proposed construction. The provider of this plan review does not accept responsibility for any subsequent changes or conditions placed upon this project by any other regulatory authority having jurisdiction. Corrections request or comments made during this review do not relieve the Owner from strict adherence to the requirements of TDLR.

The building or facility owner must request an inspection from the Department, (or a Department authorized provider of inspection services) no later than thirty (30) days after the completion of construction. If the completion date provided on the Project Registration form is no longer correct, notify this office (in writing) of the revised completion date as soon as possible.

This determination does not address the applicability of the Americans with Disabilities Act (ADA), (PL 101-336), or any other state, local, or federal requirements. For information on the ADA, call the ADA hotline (800)949-4232 or the United States Department of Justice at (202) 514-0301.

The Texas Accessibility Standards are available online at www.license.state.tx.us. Please reference the EABPRJ number in all future correspondence pertaining to this project.

Sincerely,

Anthony Covacevich

Anthony Covacevich
RAS 97

Attachment: Plan Review Report
c: Oscar Garza and S.L. Teague (S&B Infra.) via email

PLAN REVIEW REPORT

The following report identifies violations with the 2012 Texas Accessibility Standards (TAS). The 2012 TAS became effective on March 15, 2012. All items noted as a "Unacceptable" must be corrected to comply with the Architectural Barriers Act, Texas Government Code, Chapter 469, as amended. Items marked as "Note" require attention to compliance for an item that is not clearly detailed or addressed. A copy of the 2012 TAS can be found at the TDLR website at www.license.state.tx.us.

RAS Name: Anthony Covacevich **RAS #:** 97
Date: January 21, 2013 **EABPRJ#** B3807053

PROJECT INFORMATION

Project Name: Renovation to Existing Juvenile Center
Facility Name: Hidalgo Co Autopsy Center
Project Address: 3100 S. Closner, Tx 78539
Detail Description of Construction activities: Renovate juvenile detention center to a autopsy facility as necessary.

OWNER INFORMATION

Name: Hidalgo County
Address: PO Box 1356
City: Edinburg **State:** Tx **Zip:** 78539

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

206. Accessible Routes
206.1 General. Accessible routes shall be provided in accordance with 206 and shall comply with Chapter 4.
206.2 Where Required. Accessible routes shall be provided where required by 206.2.
206.2.1 Site Arrival Points. At least one accessible route shall be provided within the site from accessible parking spaces and accessible passenger loading zones; public streets and sidewalks; and public transportation stops to the accessible building or facility entrance they serve.
EXCEPTIONS:
1. Where exceptions for alterations to qualified historic buildings or facilities are permitted by 202.5, no more than one accessible route from a site arrival point to an accessible entrance shall be required.
2. An accessible route shall not be required between site arrival points and the building or facility entrance if the only means of access between them is a vehicular way not providing pedestrian access.
Advisory 206.2.1 Site Arrival Points. *Each site arrival point must be connected by an accessible route to the accessible building entrance or entrances served. Where two or more similar site arrival points, such as bus stops, serve the same accessible entrance or entrances, both bus stops must be on accessible routes. In addition, the accessible routes must serve all of the accessible entrances on the site.*
Advisory 206.2.1 Site Arrival Points Exception 2. *Access from site arrival points may include vehicular ways. Where a vehicular way, or a portion of a vehicular way, is provided for pedestrian travel, such as within a shopping center or shopping mall parking lot, this exception does not apply.*
206.2.2 Within a Site. At least one accessible route shall connect accessible buildings, accessible facilities, accessible elements, and accessible spaces that are on the same site.
EXCEPTION: An accessible route shall not be required between accessible buildings, accessible facilities, accessible elements, and accessible spaces if the only means of access between them is a vehicular way not providing pedestrian access.

Advisory 206.2.2 Within a Site. *An accessible route is required to connect to the boundary of each area of sport activity. Examples of areas of sport activity include: soccer fields, basketball courts, baseball fields, running tracks, skating rinks, and the area surrounding a piece of gymnastic equipment. While the size of an area of sport activity may vary from sport to sport, each includes only the space needed to play. Where multiple sports fields or courts are provided, an accessible route is required to each field or area of sport activity.*

206.2.3 Multi-Story Buildings and Facilities. At least one accessible route shall connect each story and mezzanine in multi-story buildings and facilities.

EXCEPTIONS:

1. In private buildings or facilities that are less than three stories or that have less than 3000 square feet (279 m2) per story, an accessible route shall not be required to connect stories provided that the building or facility is not a shopping center, a shopping mall, the professional office of a health care provider, a terminal, depot or other station used for specified public transportation, an airport passenger terminal, or another type of facility as determined by the *U. S.* Attorney General. *In transportation facilities, any area housing passenger services, including boarding and debarking, loading and unloading, baggage claim, dining facilities, and other common areas open to the public must be on an accessible route from an accessible entrance*.

2. Where a two story public building or facility has one story with an occupant load of five or fewer persons that does not contain public use space, that story shall not be required to be connected to the story above or below.

206.2.8 Employee Work Areas. Common use circulation paths within employee work areas shall comply with 402.

EXCEPTIONS:

1. Common use circulation paths located within employee work areas that are less than 1000 square feet (93 m²) and defined by permanently installed partitions, counters, casework, or furnishings shall not be required to comply with 402.

2. Common use circulation paths located within employee work areas that are an integral component of work area equipment shall not be required to comply with 402.

3. Common use circulation paths located within exterior employee work areas that are fully exposed to the weather shall not be required to comply with 402.

Advisory 206.2.8 Employee Work Areas Exception 1. *Modular furniture that is not permanently installed is not directly subject to these requirements. The U. S. Department of Justice ADA regulations provide additional guidance regarding the relationship between these requirements and elements that are not part of the built environment. Additionally, the Equal Employment Opportunity Commission (EEOC) implements Title I of the ADA which requires non-discrimination in the workplace. EEOC can provide guidance regarding employer's obligations to provide accommodations for employees with disabilities.*

Advisory 206.2.8 Employee Work Areas Exception 2. *Large pieces of equipment, such as electric turbines or water pumping apparatus, may have stairs and elevated walkways used for overseeing or monitoring purposes which are physically part of the turbine or pump. However, passenger elevators used for vertical transportation between stories are not considered "work area equipment" as defined in Section 106.5.*

Note: No details on accessible routes to and from the facility. The accessible routes from accessible parking spaces must comply with all provisions of Section 206. The curb ramp, if any, from the parking lot to front entrance must comply with Section 406. Assure that employee work areas meet the requirements of 206.2.8. All accessible routes must not present changes in levels in violation of 303**.** Doors, doorways, and gates that are part of an accessible route shall comply with Section 404 Doors especially with 404.2.10 Door Surfaces which requires the bottom 10 inches of the accessible doors shall be a smooth surface. Door handles are not shown. If a sidewalk or bus stop is located at the adjoining street(s), access to the site is required.

207. Means of Egress

207.1 General. Means of egress shall comply with section 1003.2.13 of the International Building Code (2000 edition and 2001 Supplement) or section 1007 of the International Building Code (2003

edition) (incorporated by reference, see "Referenced Standards" in Chapter 1).
EXCEPTIONS:
1. Where means of egress are permitted by local building or life safety codes to share a common path of egress travel, accessible means of egress shall be permitted to share a common path of egress travel.
2. Areas of refuge shall not be required in detention and correctional facilities.
Note: Emergency exits must meet the requirements of section 1003.2.13 of the International Building Code (2000 edition and 2001 Supplement) or section 1007 of the International Building Code (2003 edition) (incorporated by reference, see "Referenced Standards" in Chapter 1). All emergency exits must comply with all sections of 207. All referenced standards are not the purview of this report.

208. Parking
208.1 General. Where parking spaces are provided, parking spaces shall be provided in accordance with 208.
EXCEPTION: Parking spaces used exclusively for buses, trucks, other delivery vehicles, law enforcement vehicles, or vehicular impound shall not be required to comply with 208 provided that lots accessed by the public are provided with a passenger loading zone complying with 503.
208.2 Minimum Number. Parking spaces complying with 502 shall be provided in accordance with Table 208.2 except as required by 208.2.1, 208.2.2, and 208.2.3. Where more than one parking facility is provided on a site, the number of accessible spaces provided on the site shall be calculated according to the number of spaces required for each parking facility.

Table 208.2 Parking Spaces

Total Number of Parking Spaces Provided in Parking Facility	Minimum Number of Required Accessible Parking Spaces
1 to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
201 to 300	7
301 to 400	8
401 to 500	9
501 to 1000	2 percent of total
1001 and over	20, plus 1 for each 100, or fraction thereof, over 1000

Unacceptable: No parking is detailed in the plans. Please assure parking is provided as per 208.

213 Toliet Facilities
213.1 General. Where toilet facilities and bathing facilities are provided, they shall comply with 213. Where toilet facilities and bathing facilities are provided in facilities permitted by 206.2.3 Exceptions 1 and 2 not to connect stories by an accessible route, toilet facilities and bathing facilities shall be provided on a story connected by an accessible route to an accessible entrance.
213.2 Toilet Rooms and Bathing Rooms. Where toilet rooms are provided, each toilet room shall comply with 603. Where bathing rooms are provided, each bathing room shall comply with 603.
EXCEPTIONS:
1. In alterations where it is technically infeasible to comply with 603, altering existing toilet or bathing rooms shall not be required where a single unisex toilet room or bathing room complying with 213.2.1 is provided and located in the same area and on the same floor as existing inaccessible toilet or bathing rooms.
2. Where exceptions for alterations to qualified historic buildings or facilities are permitted by 202.5, no fewer than one toilet room for each sex complying with 603 or one unisex toilet room complying with 213.2.1 shall be provided.
3. Where multiple single user portable toilet or bathing units are clustered at a single location, no more than 5 percent of the toilet units and bathing units at each cluster shall be required to comply with 603. Portable toilet units and bathing units complying with 603 shall be identified by the International Symbol of Accessibility complying with 703.7.2.1.

Unacceptable: Restrooms 114 and 115 do not meet the requirements specified in Section 213. Both should be accessible restrooms.

215. Fire Alarms System

215.1 General. Where fire alarm systems provide audible alarm coverage, alarms shall comply with 215.

EXCEPTION: In existing facilities, visible alarms shall not be required except where an existing fire alarm system is upgraded or replaced, or a new fire alarm system is installed.

Advisory 215.1 General. *Unlike audible alarms, visible alarms must be located within the space they serve so that the signal is visible. Facility alarm systems (other than fire alarm systems) such as those used for tornado warnings and other emergencies are not required to comply with the technical criteria for alarms in Section 702. Every effort should be made to ensure that such alarms can be differentiated in their signal from fire alarms systems and that people who need to be notified of emergencies are adequately safeguarded. Consult local fire departments and prepare evacuation plans taking into consideration the needs of every building occupant, including people with disabilities.*

215.2 Public and Common Use Areas. Alarms in public use areas and common use areas shall comply with 702.

215.3 Employee Work Areas. Where employee work areas have audible alarm coverage, the wiring system shall be designed so that visible alarms complying with 702 can be integrated into the alarm system.

Note: If a fire alarm system is installed, it must comply with all provisions of 215. Referenced standards are not the purview of this report.

216. Signs

216.1 General. Signs shall be provided in accordance with 216 and shall comply with 703.

EXCEPTIONS:

1. Building directories, menus, seat and row designations in assembly areas, occupant names, building addresses, and company names and logos shall not be required to comply with 216.

2. In parking facilities, signs shall not be required to comply with 216.2, 216.3, and 216.6 through 216.12.

3. Temporary, 7 days or less, signs shall not be required to comply with 216.

4. In detention and correctional facilities, signs not located in public use areas shall not be required to comply with 216.

216.2 Designations. Interior and exterior signs identifying permanent rooms and spaces shall comply with 703.1, 703.2, and 703.5. Where pictograms are provided as designations of permanent interior rooms and spaces, the pictograms shall comply with 703.6 and shall have text descriptors complying with 703.2 and 703.5.

EXCEPTION: Exterior signs that are not located at the door to the space they serve shall not be required to comply with 703.2.

Advisory 216.2 Designations. *Section 216.2 applies to signs that provide designations, labels, or names for interior rooms or spaces where the sign is not likely to change over time. Examples include interior signs labeling restrooms, room and floor numbers or letters, and room names. Tactile text descriptors are required for pictograms that are provided to label or identify a permanent room or space. Pictograms that provide information about a room or space, such as "no smoking,", occupant logos, and the International Symbol of Accessibility, are not required to have text descriptors*.

216.3 Directional and Informational Signs. Signs that provide direction to or information about interior spaces and facilities of the site shall comply with 703.5.

Advisory 216.3 Directional and Informational Signs. *Information about interior spaces andacilities includes rules of conduct, occupant load, and similar signs. Signs providing direction toooms or spaces include those that identify egress routes.*

216.4 Means of Egress. Signs for means of egress shall comply with 216.4.

216.4.1 Exit Doors. Doors at exit passageways, exit discharge, and exit stairways shall be identified b y tactile signs complying with 703.1, 703.2, and 703.5.

Advisory 216.4.1 Exit Doors. *An exit passageway is a horizontal exit component that is separated from the interior spaces of the building by fire-resistance-rated construction and that leads to the existing*

discharge or public way. The exit discharge is that portion of an egress system between the termination of an exit and a public way.

216.4.2 Areas of Refuge. Signs required by section 1003.2.13.5.4 of the International Building Code (2000 edition) or section 1007.6.4 of the International Building Code (2003 edition) (incorporated by reference, see "Referenced Standards" in Chapter 1) to provide instructions in areas of refuge shall comply with 703.5.

216.4.3 Directional Signs. Signs required by section 1003.2.13.6 of the International Building Code (2000 edition) or section 1007.7 of the International Building Code (2003 edition) (incorporated by reference, see "Referenced Standards" in Chapter 1) to provide directions to accessible means of egress shall comply with 703.5.

216.5 Parking. Parking spaces complying with 502 shall be identified by signs complying with 502.6.

EXCEPTIONS:

1. Where a total of four or fewer parking spaces, including accessible parking spaces, are provided on a site, identification of accessible parking spaces shall not be required.

2. In residential facilities, where parking spaces are assigned to specific residential dwelling units, identification of accessible parking spaces shall not be required.

216.6 Entrances. Where not all entrances comply with 404, entrances complying with 404 shall be dentified by the International Symbol of Accessibility complying with 703.7.2.1. Directional signs complying with 703.5 that indicate the location of the nearest entrance complying with 404 shall be provided at entrances that do not comply with 404.

Advisory 216.6 Entrances. *Where a directional sign is required, it should be located to minimize back tracking. In some cases, this could mean locating a sign at the beginning of a route, not just at the inaccessible entrances to a building.*

216.7 Elevators. Where existing elevators do not comply with 407, elevators complying with 407 shall be clearly identified with the International Symbol of Accessibility complying with 703.7.2.1.

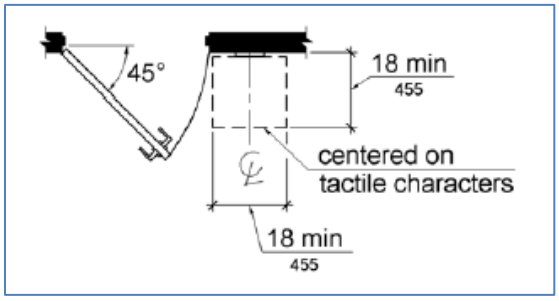
216.8 Toilet Rooms and Bathing Rooms. Where existing toilet rooms or bathing rooms do not comply with 603, directional signs indicating the location of the nearest toilet room or bathing room complying with 603 within the facility shall be provided. Signs shall comply with 703.5 and shall include the International Symbol of Accessibility complying with 703.7.2.1. Where existing toilet rooms or bathing rooms do not comply with 603, the toilet rooms or bathing rooms complying with 603 shall be identified by the International Symbol of Accessibility complying with 703.7.2.1. Where clustered single user toilet rooms or bathing facilities are permitted to use exceptions to 213.2, toilet rooms or bathing facilities complying with 603 shall be identified by the International Symbol of Accessibility complying with 703.7.2.1 unless all toilet rooms and bathing facilities comply with 603.

216.9 TTYs. Identification and directional signs for public TTYs shall be provided in accordance with 216.9.

216.9.1 Identification Signs. Public TTYs shall be identified by the International Symbol of TTY complying with 703.7.2.2.

216.9.2 Directional Signs. Directional signs indicating the location of the nearest public TTY shall be provided at all banks of public pay telephones not containing a public TTY. In addition, where signs provide direction to public pay telephones, they shall also provide direction to public TTYs. Directional signs shall comply with 703.5 and shall include the International Symbol of TTY complying with 703.7.2.2.

216.10 Assistive Listening Systems. Each assembly area required by 219 to provide assistive listening systems shall provide signs informing patrons of the availability of the assistive listening system. Assistive listening signs shall comply with 703.5 and shall include the International Symbol of Access for Hearing Loss complying with 703.7.2.4.



EXCEPTION: Where ticket offices or windows are provided, signs shall not be required at each assembly area provided that signs are displayed at each ticket office or window informing patrons of the availability of assistive listening systems.

Note: If signage is provided, it must comply with all

provisions of 216 in particular with 703.4.2 which requires a clear floor space in front of the sign for doors.

225. Storage

225.1 General. Storage facilities shall comply with 225.

225.2 Storage. Where storage is provided in accessible spaces, at least one of each type shall comply with 811.

Advisory 225.2 Storage. Types of storage include, but are not limited to, closets, cabinets, shelves, clothes rods, hooks, and drawers. Where provided, at least one of each type of storage must be within the reach ranges specified in 308; however, it is permissible to install additional storage outside the reach ranges.

225.2.1 Lockers. Where lockers are provided, at least 5 percent, but no fewer than one of each type, shall comply with 811.

Advisory 225.2.1 Lockers. Different types of lockers may include full-size and half-size lockers, as well as those specifically designed for storage of various sports equipment.

225.2.2 Self-Service Shelving. Self-service shelves shall be located on an accessible route complying with 402. Self-service shelving shall not be required to comply with 308.

Advisory 225.2.2 Self-Service Shelving. Self-service shelves include, but are not limited to, library, store, or post office shelves.

Note: Assure that storage (closets, cabinets, lockers and shelves) comply with 225. No details are provided for the lockers in Room 105 or the cabinets in the lounge area.

404. Doors, Doorways, and Gates

404.1 General. Doors, doorways, and gates that are part of an accessible route shall comply with 404.

EXCEPTION: Doors, doorways, and gates designed to be operated only by security personnel shall not be required to comply with 404.2.7, 404.2.8, 404.2.9, 404.3.2 and 404.3.4 through 404.3.7.

404.2.10 Door and Gate Surfaces. Swinging door and gate surfaces within 10 inches (255 mm) of the finish floor or ground measured vertically shall have a smooth surface on the push side extending the full width of the door or gate. Parts creating horizontal or vertical joints in these surfaces shall be within 1/16 inch (1.6 mm) of the same plane as the other. Cavities created by added kick plates shall be capped.

EXCEPTIONS:

1. Sliding doors shall not be required to comply with 404.2.10.

2. Tempered glass doors without stiles and having a bottom rail or shoe with the top leading edge tapered at 60 degrees minimum from the horizontal shall not be required to meet the 10 inch (255 mm) bottom smooth surface height requirement.

3. Doors and gates that do not extend to within 10 inches (255 mm) of the finish floor or ground shall not be required to comply with 404.2.10.

4. Existing doors and gates without smooth surfaces within 10 inches (255 mm) of the finish floor or ground shall not be required to provide smooth surfaces complying with 404.2.10 provided that if added kick plates are installed, cavities created by such kick plates are capped.

Note: Doors with an unsmooth surface within 10 inches from FF cannot be a part of an accessible route.

602 Drinking Fountains

602.1 General. Drinking fountains shall comply with 307 and 602.

602.2 Clear Floor Space. Units shall have a clear floor or ground space complying with 305 positioned for a forward approach and centered on the unit. Knee and toe clearance complying with 306 shall be provided.

EXCEPTION: A parallel approach complying with 305 shall be permitted at units for children's use where the spout is 30 inches (760 mm) maximum above the finish floor or ground and is 3 1/2 inches (90 mm) maximum from the front edge of the unit, including bumpers.

602.3 Operable Parts. Operable parts shall comply with 309.

602.4 Spout Height. Spout outlets shall be 36 inches (915 mm) maximum above the finish floor or ground.

602.5 Spout Location. The spout shall be located 15 inches (380 mm) minimum from the vertical

support and 5 inches (125 mm) maximum from the front edge of the unit, including bumpers.
602.6 Water Flow. The spout shall provide a flow of water 4 inches (100 mm) high minimum and shall be located 5 inches (125 mm) maximum from the front of the unit. The angle of the water stream shall be measured horizontally relative to the front face of the unit. Where spouts are located less than 3 inches (75 mm) of the front of the unit, the angle of the water stream shall be 30 degrees maximum. Where spouts are located between 3 inches (75 mm) and 5 inches (125 mm) maximum from the front of the unit, the angle of the water stream shall be 15 degrees maximum.
602.7 Drinking Fountains for Standing Persons. Spout outlets of drinking fountains for standing persons shall be 38 inches (965 mm) minimum and 43 inches (1090 mm) maximum above the finish floor or ground.
Unacceptable: Plans call for existing water fountain to be repaired and re-used. This would be in violation of 602 specifically 602.7.

606. Lavatories and Sinks
606.1 General. Lavatories and sinks shall comply with 606.
Advisory 606.1 General. If soap and towel dispensers are provided, they must be located within the reach ranges specified in 308. Locate soap and towel dispensers so that they are conveniently usable by a person at the accessible lavatory.
606.2 Clear Floor Space. A clear floor space complying with 305, positioned for a forward approach, and knee and toe clearance complying with 306 shall be provided.
606.3 Height. Lavatories and sinks shall be installed with the front of the higher of the rim or counter surface 34 inches (865 mm) maximum above the finish floor or ground.
606.4 Faucets. Controls for faucets shall comply with 309. Hand-operated metering faucets shall remain open for 10 seconds minimum.
606.5 Exposed Pipes and Surfaces. Water supply and drain pipes under lavatories and sinks shall be insulated or otherwise configured to protect against contact. There shall be no sharp or abrasive surfaces under lavatories and sinks.
Note: If a sink is provided in the lounge area, make sure it complies with all provisions of 606.

608. Showers
608.1 General. Shower compartments shall comply with 608.
Advisory 608.1 General. Shower stalls that are 60 inches (1525 mm) wide and have no curb may increase the usability of a bathroom because the shower area provides additional maneuvering space.
608.2 Size and Clearances for Shower Compartments. Shower compartments shall have sizes and clearances complying with 608.2.
608.2.1 Transfer Type Shower Compartments. Transfer type shower compartments shall be 36 inches (915 mm) by 36 inches (915 mm) clear inside dimensions measured at the center points of opposing sides and shall have a 36 inch (915 mm) wide minimum entry on the face of the shower compartment. Clearance of 36 inches (915 mm) wide minimum by 48 inches (1220 mm) long minimum measured from the control wall shall be provided.
608.2.2 Standard Roll-In Type Shower Compartments. Standard roll-in type shower compartments shall be 30 inches (760 mm) wide minimum by 60 inches (1525 mm) deep minimum clear inside dimensions measured at center points of opposing sides and shall have a 60 inches (1525 mm) wide minimum entry on the face of the shower compartment.
608.2.2.1 Clearance. A 30 inch (760 mm) wide minimum by 60 inch (1525 mm) long minimum clearance shall be provided adjacent to the open face of the shower compartment.
Unacceptable: Shower in Room 121 does not meet the clear space requirements of a transfer type shower as required by 608.2.1. No details on the compliance of other requirements of 608 are provided.

803. Dressing, Fitting, and Locker Rooms
803.1 General. Dressing, fitting, and locker rooms shall comply with 803.
Advisory 803.1 General. Partitions and doors should be designed to ensure people using accessible dressing and fitting rooms privacy equivalent to that afforded other users of the facility. Section 903.5 requires dressing room bench seats to be installed so that they are at the same height as a typical

wheelchair seat, 17 inches (430 mm) to 19 inches (485 mm). However, wheelchair seats can be lower than dressing room benches for people of short stature or children using wheelchairs.
803.2 Turning Space. Turning space complying with 304 shall be provided within the room.
803.3 Door Swing. Doors shall not swing into the room unless a clear floor or ground space complying with 305.3 is provided beyond the arc of the door swing.
803.4 Benches. A bench complying with 903 shall be provided within the room.
803.5 Coat Hooks and Shelves. Coat hooks provided within the room shall be located within one of the reach ranges specified in 308. Shelves shall be 40 inches (1015 mm) minimum and 48 inches (1220 mm) maximum above the finish floor or ground.
Unacceptable: No benches are provided for in the rooms where showers are located. Please provide benches complying with Section 903 in those areas where showers are provided.

Disclaimer:
During the course of this review, a GOOD FAITH effort has been made to apply the requirements of the Texas Accessibility Standards in a thorough and competent manner, however, sometimes items may be missed, either for lack of detail, confusing details, or as a result of an honest oversight. Anthony Covacevich Consultants makes no guarantees that any items which are not noted as disapproved will be approved during the final inspection. It should not be assumed that this report covers every possible element, space, or feature associated with the project. Under Texas Architectural Barriers law, the responsibility for ensuring compliance rest with the Owner holding title to the property. Anthony Covacevich Consultants shall not be liable for any damages whatsoever, and in particular shall not be liable for special, indirect, consequential, or incidental damages, or damages for lost profits, or loss of revenue, arising out of or related to this report or the information contained in it, whether such damages arise in contract, negligence, tort, under statute, in equity, at law or otherwise. Anthony Covacevich Consultants shall not be responsible for any errors or omissions in this report.

May 30, 2013

Daniel Flores
Hidalgo Co.
Edinburg, TX 78539

Via E-mail: daniel.flores@co.hidalgo.tx.us

RE: Hidalgo Co. Autopsy
Autopsy Sink and ADA Bathroom Modifications
CAS Project #2011-027-00

Dear Mr. Flores,

CAS Companies is pleased to provide you with this proposal for the Autopsy sink and ADA bathroom renovations.

CAS Companies is an approved vendor through **The Cooperative Purchasing Network (TCPN)** contract **#JOC – R5004** whom Hidalgo County would contract with to perform the work described in the deliver work order scope below.

This bid and the detailed services are being offered through Texas Interlocal Cooperation Act. By utilizing the TCPN program, Hidalgo County will automatically be dealing with a Qualified, Professional Contractor that meets the strict requirements for contract vendors and will be satisfying all state bid requirements. This results in savings to Hidalgo County by reducing the time and expense for the bid process and will allow the work to be completed in a more timely manner.

CAS Companies requires a signed proposal by Hidalgo County to schedule the work.

Sincerely,

Jason Cuevas
CAS Companies, LP
Project Manager/Estimator

CAS Factor Calculation Sheet | Date Submitted: | 5/30/2013

Hidalgo County
Customer Name

Autopsy Sink and ADA Bathroom Renov.
Project Name | CAS #: | 2011-027-07

Item		Used	Amount
Extended Total of Line Items Based on Quantities and Units Prices (Total OH&P)			36,545.86
City Cost Index (Average MEANS Construction Cost Indices by ESC)			
ESC 1 - McAllen	1	X	
	Cost Adjusted by CAS		36,545.86
Coefficient	0.92	X	
	Cost Adjusted for Coefficient		33,622.19
Zone Factor			
> 150 miles	1.00	X	
	Cost Adjusted for Zone		33,622.19
Job Order Size Factor			
$0 < $25,000	1.00		
> $25,000 < $150,000	1.00	X	
>$150,000 and over	1.00		
	Cost Adjusted for DO Size		33,622.19
Time of Performance Factors			
Normal M-F (7AM - 5PM)	1.00	X	
Other than Normal, week-ends & holidays	1.00		
	Cost Adjusted for Time of Performance		33,622.19
Annual Volume Factors (12 month sliding window)			
>$1,000,000	1.00		
	Cost Adjusted for Volume		33,622.19
Davis - Bacon (If Applicable)			
	Cost Adjusted for Davis-Bacon		33,622.19
	General Liability	0	
	Permits $	0.00	
	Bond	-	
	Cost Adjusted for Permits and Insurance		33,622.19
	Allowance	-	
	Cost Adjusted Allowance		33,622.19
	Bond	0.000	X	-
	TOTAL ADJUSTED COST		33,622.19

Jason Cuellar
CAS Signature

5-30-13
Date

CAS Companies, LP

5402 S. Expressway 83
Harlingen, Texas

Scope of Work:

1. Remove and re-install (3) autopsy sinks.
2. Demo concrete at (3) autopsy sinks to expose sewer connection.
3. Install new 3" sewer connections as per plans.
4. Install rebar and concrete at new sewer connection areas.
5. Paint new concrete areas with epoxy paint, to match existing.
6. Remove existing plumbing fixtures, toilet partitions, toilet accessories from restrooms 114 & 115.
7. Remove existing VCT and base from restrooms 114 & 115.
8. Cap all existing plumbing and waste lines at restrooms 114 & 115.
9. Install new water, waste, and vent lines for new toilets and lavatories in restrooms 114 &b 115.
10. Install new partition wall, at restrooms 114 and 115, to conceal toilet carriers and plumbing.
11. Install new plumbing fixtures, as per plans, in restrooms 114 & 115.
12. Install new toilet accessories in restrooms 114 & 115, as per plans.
13. Install new floor and wall tile, as per plans, in restrooms 114 &115.
14. Install new toilet accessories as per plans.
15. Remove all construction debris.

Excludes:

1. **Applicable Taxes**
2. **Unforeseen conditions.**

Proposal Amount: $33,622.19

CAS Companies requires a signed proposal in order to schedule the work. Thank you for this bid opportunity.

By (print) _____

Title: _____

Purchase Order: _____

Date: _____

Acceptance Signature: _____

To schedule the work, please sign and fax back to our office: Fax: (956) 216-8069

By signing above, customer authorizes performance of the agreed to work and shall pay for the services and/or other services authorized and agreed to by customer. All charges shall be paid immediately upon completion of the performed services. Customer expressly agrees to pay all costs for collection of payment, if necessary, including attorney's fees and court costs. Interest on an open balance is billed at the higher of 2% per month or the maximum lawful rate.

Date: 30-May-13

Autopsy Sink & ADA Bath Renov Rev 1
Year 2013 Quarter 1
Unit Detail Report

Prepared By:
Raymond Moses
CAS Companies

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01 General Requirements					
013113200200	Field personnel, project manager, average	3.00	Week	$3,525.00	$10,575.00
015433400400	Rent air compressor, towed type, diesel, rotary screw 250 cfm, Incl. Hourly Oper. Cost.	2.00	Day	$254.80	$509.61
015433400950	Rent air tool, drill, hand (jackhammer) 65 lbs, Incl. Hourly Oper. Cost.	2.00	Day	$22.87	$45.74
015433401300	Rent air accessory, 2" by 50 ft air hose w/couplings, Incl. Hourly Oper. Cost.	2.00	Day	$13.42	$26.84
015433401300	Rent air accessory, 2" by 50 ft air hose w/couplings, Incl. Hourly Oper. Cost.	2.00	Day	$13.42	$26.84
015436501100	Mobilization or demobilization, delivery charge for small equipment, placed in rear of, or towed by pickup	2.00	Ea.	$49.92	$99.84
Division 01 General Requirements Subtotal					**$11,283.87**
Division 03 Concrete					
030130620100	Patching concrete, floors, small area, regular grout, 1/4" thick	220.00	S.F.	$2.95	$649.00
030505101910	Selective concrete demolition, minimum labor/equipment charge	3.00	Job	$638.25	$1,914.75
032110600602	Reinforcing Steel, in place, slab on grade, #3 to #7, A615, grade 60, incl labor for accessories, excl material for accessories	250.00	Lb.	$0.77	$192.50
032110602520	Reinforcing steel, in place, dowels, smooth, 12" long, 5/8" diameter, A615, grade 60	35.00	Ea.	$6.21	$217.35
033105350150	Structural concrete, ready mix, normal weight, 3000 psi, includes local aggregate, sand, Portland cement (Type I) and water, delivered, excludes all additives and treatments	1.00	C.Y.	$129.90	$129.90
033105351520	Structural concrete, ready mix, for short load (less than 4 C.Y.), add per load	1.00	Ea.	$149.32	$149.32
033105709000	Structural concrete, placing, minimum equipment/labor charge, includes leveling (strike off) & consolidation	1.00	Job	$704.82	$704.82
033529309100	Concrete finishing, minimum labor/equipment charge, excludes placing, striking off & consolidating	1.00	Job	$358.05	$358.05
038113500590	Selective demolition, concrete slab cutting/sawing, minimum labor/equipment charge	3.00	Job	$507.19	$1,521.57
Division 03 Concrete Subtotal					**$5,837.26**

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 05 Metals					
054113305140	Partition, galv LB studs, 18 ga x 3-5/8" W studs 16" O.C. x 10' H, incl galv top & bottom track, excl openings, headers, beams, bracing & bridging	30.00	L.F.	$21.80	$654.00
Division 05 Metals Subtotal					**$654.00**
Division 09 Finishes					
090505109000	Ceiling demolition, minimum labor/equipment charge	2.00	Job	$94.60	$189.20
090505200850	Flooring demolition, vinyl or rubber cove base, straight section	85.00	L.F.	$0.19	$16.15
090505200900	Flooring demolition, vinyl composition tile, 12" x 12"	220.00	S.F.	$0.38	$83.60
092910302250	Gypsum wallboard, on walls, water resistant, taped & finished (level 4 finish), 5/8" thick	270.00	S.F.	$0.89	$240.30
092910305270	Gypsum wallboard, for textured spray, add	270.00	S.F.	$0.24	$64.80
093013101300	Ceramic tile, sanitary cove base, thin set, 6" x 4-1/4" h	85.00	L.F.	$8.48	$720.80
093013103310	Ceramic tile, floors, glazed, porcelain type, thin set, 1 color, color group 2, 2" x 2" or 2" x 1"	220.00	S.F.	$8.50	$1,870.00
093013105400	Ceramic tile, walls, interior, thin set, 4-1/4" x 4-1/4"	150.00	S.F.	$5.31	$796.50
095123300800	Complete suspended ceilings, mineral fiber, lay-in board, 2' x 2' x 3/4", on 15/16" T bar susp., incl. standard susp. system, excl. 1-1/2" carrier channels	220.00	S.F.	$3.08	$677.60
099123529900	Paints & coatings, miscellaneous interior, minimum labor/equipment charge	1.00	Job	$73.16	$73.16
099123721670	Painting walls, complete, on drywall or plaster, primer and 2 finish coats, with roller, including surface preparation	685.00	S.F.	$0.69	$472.65
099123729900	Paints & coatings, walls & ceilings, interior, minimum labor/equipment charge	1.00	Job	$73.16	$73.16
099710105900	Coatings, heavy duty, coal tar epoxy, in 5 gallon lots	1.00	Gal.	$93.46	$93.46
Division 09 Finishes Subtotal					**$5,371.38**
Division 10 Specialties					
100505101910	Specialties demolition, toilet cubicles, remove	3.00	Ea.	$88.74	$266.22
100505101930	Urinal screen, remove	1.00	Ea.	$29.84	$29.84
102813130610	Toilet accessories, dispenser units, towel dispenser & waste receptacle, 18 gallon capacity	2.00	Ea.	$368.96	$737.92
102813131300	Toilet accessories, grab bars, straight, satin finish, 2-1/2" diameter x 36" long	2.00	Ea.	$63.18	$126.36
102813131310	Toilet accessories, grab bars, straight, satin finish, 2-1/2" diameter x 42" long	2.00	Ea.	$73.69	$147.38

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
102813133000	Toilet accessories, mirror, 18" x 24", with stainless steel 3/4" square frame	2.00	Ea.	$71.91	$143.82
102813134200	Toilet accessories, sanitary napkin/tampon dispenser recessed	2.00	Ea.	$621.32	$1,242.64
102813134250	Toilet accessories, sanitary napkin receptacle, recessed	2.00	Ea.	$256.33	$512.66
102813134600	Toilet accessories, soap dispenser, chrome, surface mounted, liquid	2.00	Ea.	$75.00	$150.00
102813136200	Toilet accessories, toilet tissue dispenser, stainless steel, surface mounted, double roll	2.00	Ea.	$45.47	$90.94
Division 10 Specialties Subtotal					**$3,447.78**
Division 22 Plumbing					
220505100710	Fountains, sinks or lavatories, selective demolition	5.00	Ea.	$15.74	$78.70
220505101300	Fixture, sink, single compartment, selective demolition	4.00	Ea.	$27.67	$110.68
220505101400	Fixture, water closet, floor mounted, selective demolition, includes 10' piping	4.00	Ea.	$27.67	$110.68
220505101520	Fixture, urinal, wall mounted, selective demolition, includes 10' piping	1.00	Ea.	$31.48	$31.48
220505102162	Pipe, plastic, with fittings, 2" thru 3" diameter, selective demolition	20.00	L.F.	$1.10	$22.00
220505106100	Fixture, plumbing, remove and reset, maximum	3.00	Ea.	$55.33	$165.99
220505109000	Plumbing, selective demolition, minimum labor/equipment charge	1.00	Job	$109.71	$109.71
220719100245	Insulation, insulated protectors (ADA), for exposed piping under sinks or lavatories, vinylcoated foam, velcro tabs, p trap, 1-1/4" or 1-1/2"	2.00	Ea.	$30.14	$60.28
221113232140	Pipe, copper, tubing, solder, 1/2" diameter, type L, includes coupling & clevis hanger assembly 10' O.C.	20.00	L.F.	$7.10	$142.00
221113744470	Pipe, plastic, PVC, 3" diameter, DWV, schedule 40, includes couplings 10' OC, and hangers 3 per 10'	30.00	L.F.	$14.21	$426.30
221113765080	Elbow, 1/4 bend, plastic, PVC, socket joint, 3", type DWV, schedule 40	6.00	Ea.	$32.59	$195.54
221113765256	Tee, plastic, PVC, sanitary, socket joint, 3", type DWV, schedule 40	3.00	Ea.	$49.13	$147.39
221113765354	Wye, plastic, PVC, double, reducing, socket joint, 2" x 1-1/2", type DWV, schedule 40	3.00	Ea.	$45.51	$136.53
221113765412	Reducer, plastic, PVC, bushing, socket joint, 3" x 1-1/2", type DWV, schedule 40	3.00	Ea.	$26.51	$79.53
221316606910	Traps, PVC, P trap, 1-1/2" pipe size, type DWV, schedule 40	2.00	Ea.	$23.39	$46.78
221316606930	Traps, PVC, P trap, 3" pipe size, type DWV, schedule 40	3.00	Ea.	$65.24	$195.72
224116104060	Lavatory, wall hung, porcelain enamel on cast iron, white, single bowl, 18" x 15", includes trim	2.00	Ea.	$454.66	$909.32

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
224116106960	Lavatory, wall hung, rough-in, supply, waste and vent	2.00	Ea.	$736.99	$1,473.98
224213403200	Water closet, bowl only, wall hung, rough-in, supply, waste and vent	2.00	Ea.	$1,069.18	$2,138.36
224239102800	Faucets/fittings, lavatory faucet, self-closing center set, commercial	2.00	Ea.	$156.30	$312.60
224239303700	Carriers/supports, lavatory, concealed arm, wall mounted, in stud or masonry, flat slab fixture	2.00	Ea.	$279.12	$558.24
224239307040	Carriers/supports, water closet, siphon jet, horizontal, adjustable, caulk, single, 4" pipe size	2.00	Ea.	$711.00	$1,422.00
Division 22 Plumbing Subtotal					**$8,873.81**
Division 23 Heating, Ventilating, and Air Conditioning (HVAC)					
230505102120	Fans, up thru 1 H.P. or 2000 CFM, selective demolition	2.00	Ea.	$48.02	$96.04
233423106670	Fans, residential, bath exhaust, grille, back draft damper, 110 CFM	2.00	Ea.	$127.95	$255.90
Division 23 Heating, Ventilating, and Air Conditioning (HVAC) Subtotal					**$351.94**
Division 26 Electrical					
260505102220	Fluorescent fixtures, interior, acrylic lens & hinged frame, 2 lamp, 2' x 2', electrical demolition, remove, surface mount, to 15' high, including supports & whips	6.00	Ea.	$10.27	$61.62
260505109000	Electrical demolition, minimum labor/equipment charge	2.00	Job	$56.38	$112.76
260505506010	Fluorescent lamp, electrical demolition, remove	2.00	Ea.	$1.13	$2.26
265113500300	Fluorescent fixture, interior, acrylic lens, grid recess ceiling mounted, 2-U40 W, 2' W x 2' L, incl lamps, mounting hardware and connections	6.00	Ea.	$91.53	$549.18
Division 26 Electrical Subtotal					**$725.82**

AI-39119 **Purchasing Department** **19. B. 1.**

CC REGULAR

Meeting Date: 06/11/2013

Submitted For: Comm. A.C. Cuellar, HC Pct. 1 **Submitted By:** Katia Garcia, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Requesting approval of the following claim/invoice with authority for the County Treasurer to issue payment/check after review, audit and processing procedure are completed by the County Auditor.

Invoice Date	Invoice #	Vendor	Amount	Account #
3/25/13	E426693	Escobar's Auto Electric Inc.	$89.90	3-1200-431-00-121-005-0-432
Total			**$89.90**	

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1200-431-00-121-005-0-432

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

BUDGETARY IMPACT:

Funds available as of 6/7/13.

Attachments

inv# E426693

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/06/2013 04:28 PM
Budget & Management	Obdett Calzada	06/07/2013 08:54 AM
Obdett Calzada	Obdett Calzada	06/07/2013 09:27 AM
Auditor's Office	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Katia Garcia Started On: 06/05/2013 03:57 PM

Final Approval Date: 06/07/2013

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE

E426693

ESCOBAR'S AUTO ELEC. INC.

MAGNETOS - GENERATORS - STARTERS
ALTERNATORS - REGULATORS
Auto Parts Sales & Electrical Wiring

1632 E. BUS. HWY 83

WESLACO, TEXAS 78596

Phone 968-9542
968-2670
968-9543
FAX (956) 969-3956

P.O#

CUSTOMER'S ORDER No. 690282 DATE 3-25 20 13

SOLD TO Hidalgo County Precinct #1

ADDRESS Flavio Garcia 968-3423

MDSE. SOLD CASH	MDSE. SOLD CHARGE	MDSE. RET'D. CASH	MDSE. RET'D. CREDIT	RECD. ON ACCT.-NOTE	MISC'L	PAID OUT
	✓				R-M	

QTY.	PART No.	ARTICLES	PRICE	AMOUNT
	R171	(Unit Rozz)		
		PCT. #1 ROAD & BRIDGE 3-120-431-00-121-005-0-432 690282/R171		
		Repair Starter		89 90
		ARM-Gear-Drive Gear		

POSTED

INVOICE RECEIVED BY: Mike W on 4/3/13

GOODS/SERVICES RECEIVED BY: Juan Cervantes on 4-3-13

TAX

TOTAL $ 89.90

SALESMAN

RECEIVED BY Juan Cervantes

TERMS OF PAYMENT: "It is agreed as part of the consideration for this sale that the price shown hereon for the goods purchased shall be paid within 30 days of the date hereof. Any portion of the price not paid within said time period shall thereafter bear interest at the annual rate of 18 percent."

RECEIVED
2013 APR 4 PM 4:09
COUNTY AUDITOR
RECEIVED BY

Requisition

Req # 00233914

PO # 690282

Date: 03/25/13

Bill To: x
x

Vendor : 11304
ESCOBARS AUTO ELECTRIC, INC.
1632 E. BUS. HWY 83
WESLACO TX 78596

Ship To: HIDALGO CO. PCT 1
1902 Joe Stephens Ave
WESLACO TX 78596

Contact: FLAVOR/DAVID

Contract No:

Special Instructions:
R171

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	EACH	OM STARTER REPAIRS	89.90	89.90
		Account No	Encumbrance	
		3-1200-431-00-121-005-0-432	89.90	
			Freight	.00
		R022 PNEUMATIC INGRAM AP915 ROLLER 2007 3071045 N/A 46510 H/E 7.50-15	Total	89.90
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

RECEIVED

Authorized By: _____

Purchase Order

COUNTY OF HIDALGO

PO#: 690282

DATE: 04/02/13

VENDOR: 11304 REQ:00233914

Email:

Phone:

ESCOBARS AUTO ELECTRIC, INC.
1632 E. BUS. HWY 83
WESLACO TX 78596

Vendor Acct:

BUYER:

SHIP TO: HIDALGO CO. PCT 1
1902 Joe Stephens Ave
WESLACO TX 78596

CONTACT:

SITE: COMMISSIONER, PRECINCT 1

Special Instructions:

R171

Contract No:

VENDOR NOTES

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

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1	EACH	OM STARTER REPAIRS R022 PNEUMATIC INGRAM AP915 ROLLER 2007 3071045 N/A 46510 H/E 7.50-15	89.90	89.90
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		89.90
		**********		
		For Hidalgo County use only 3-1200-431-00-121-005-0-432 89.90		
		Approved ----------		

Authorized by: Martha L. Salazar

ESCOBAR'S AUTO ELECTRIC
Magnetos · Generators · Starters
Alternators · Regulators
SALES AND SERVICE
956-968-2670 956-968-9543 956-968-9544
1632 E. Bus. Hwy. 83 Weslaco, TX 78596

NAME Hidalgo County DATE 3-21-13

ADDRESS precinct #1 968-9320 FAX

PHONE 968-3423

SOLD BY Flavio Garcia | CASH | C.O.D. | CHARGE | ON ACCT. | MDSE RET'D

QTY.	DESCRIPTION	AMOUNT
	Starter repairs	89.90
	928.38	

TAX Exempt

RECEIVED BY

TOTAL 89.90

THANK YOU

4359

All claims and returned goods MUST be accompanied by this bill.

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY

DATE: 04/18/2013

TO: Pamela/Melissa

DEPARTMENT: (121) COMMISSIONER, PRECINCT 1

FROM: Keta Zambrano KZ

PHONE: (956)-318-2511 ext 4601

REFERENCE: ESCOBARS AUTO ELECTRIC, INC. Invoice #E426693

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #E426693*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

- ☐ EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED – PLEASE FOLLOW PROPER CLAIMS PROCEDURES
- ☐ PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE
- ☐ AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT
- ☐ VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE
- ☐ INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT
- ☐ SIGNATURE OR DATE NOT PRESENT
- ☐ SYSTEM SHOWS INVOICE PAID
- ☐ INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE $
- ☐ NEEDS APPROVAL OF:
- ☑ NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)
- ☐ NEEDS CORRECTION(S):
- ☐ NEEDS ADDITIONAL DOCUMENTATION i.e.,:
- ☐ OTHER:
- ☑ COMMENTS / RECOMMENDATION: Unable to pay this invoice at this time. This invoice shows repairs being done on March 22 and the Purchase Order was approved until April 2, 2013. Please check with your purchasing agent for proper processing of the invoice.

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

Req 233914
Print Screen

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.

AI-39161 **Purchasing Department** **19. C. 1.**

CC REGULAR

Meeting Date: 06/11/2013

Submitted For: Comm. Joseph Palacios, HC Pct. #4 **Submitted By:** Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval to purchase herein listed heavy equipment through County's membership/participation with HGAC (Houston-Galveston) and Buy Board contract awarded vendors, in the amounts quoted including delivery and administration fees:

	Description	Qty	Total	Vendor:	Thru Co-op Awarded Contract
1	One New Doosan DL-250 Loader	1	$161,107.76	H & V Equipment, Inc.	Buy Board Contract # 345-10
2	One New Doosan DX-490LC Hydraulic Excavator	1	$495,487.00	H & V Equipment, Inc.	Buy Board Contract # 345-10
3	One Cat Model CT660 Dump Truck	1	$118,753.00	Holt Texas, LTD DBA Holt Cat	National Joint Powers Alliance Contract # 060311-CAT (Gov-11-NJPA)

BACKGROUND

Requisition numbers 235972, 235957 and 236391

Line 2 has a typographical error. The Purchase will be done in the amount quoted of $395,487.00

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1336-431-00-124-036-0-742

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

BUDGETARY IMPACT:

Ref Req's 236391, 235957, and 235972.

Attachments

1

2

3

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/07/2013 04:04 PM
Budget & Management	Obdett Calzada	06/07/2013 04:29 PM
Obdett Calzada	Obdett Calzada	06/07/2013 04:33 PM
Auditor's Office	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Moises Salazar Started On: 06/07/2013

Final Approval Date: 06/07/2013

1320 South 25th Street
Edinburg, TX 78539
(956) 289-7600
Fax (956) 383-6819

May 15, 2013

Governmental Contract Initiative (GOV-11-NJPA) with the National Joint Powers Alliance Contract – 060311-CAT.

Hidalgo County PCT #1
Raul Lozano
1902 Joe Stephens, Suite 101
Weslaco, TX 78596

Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New Cat Model CT660 Wrecker Truck with standard equipment in addition to the additional specifications listed in the attached detailed truck proposal.

NJPA Pricing

Base Model	Part #	List Price
CT660	Tractor	$131,197.22
Options		
Optional Attachments		$8,114.74 ✓
Sub Total		$139,311.96
*NJPA Member Discount 23% + Holt Discount 10.9%		(47,226.96)
Machine Price with Discount applied		$92,085.00
Customer Invoice-Non-Discountable Items		
Freight and PDI		$2268 ✓
Emissions Charge and Labels		$8000 ✓
On Board Diagnostics		$650.00 ✓
600TR-16-42 Dump Body		$15,750.00 ✓
Sale Price		$118,753.00 Per TRK

Mark Brunnemann
Sales Representative
Direct (956) 289-7636
Cell (956) 330-0630
Mark.Brunnemann@holtcat.com

Proposal: 707 Version: 1 Model: CT660S SBA 6x4 (CF7AA) Build Date: 6/13/2013
Dealer: HOLT TEXAS LTD. (E140) Application: Construction Dump Price Date: 1/2/2013
Status: Incomplete GVWR: 53200

Worksheet Summary

	Sale Price	Dealer Net Price	Gross Profit
Chassis [131,197.22]	131,197.22	131,197.22	0.00
Opt. Attach Incl. in SPA [8,114.74]	8,114.74	8,114.74	
Product excl. from SPA [8,650.00]	8,650.00	8,650.00	
Service excl. from SPA [0.00]	0.00	0.00	
Markup (Product)	0.00		0.00
Markup (Service)	0.00		0.00
Goods Purchased	0.00	0.00	0.00
Special P&D	0.00	0.00	0.00
Freight	2,025.00	2,025.00	
Other Allowances	0.00	0.00	
SPA Number: [0.000%]	0.00	0.00	
Total Vehicle Price	149,986.96	149,986.96	0.00
Body/Allied Equipment	0.00	0.00	0.00
Extended Warranty	0.00	0.00	0.00
Sale Price without FET	149,986.96	149,986.96	
FET	17,737.82		
Sale Price Per Vehicle	167,724.78		0.00
Sale Price 1 Vehicle	167,724.78		0.00
Trade Allowance	0.00	0.00	0.00
License, Title, Taxes	0.00		
Sales Commission			0.00
Total Sale 1 Vehicle	167,724.78		0.00

HOLT CAT Truck Center
1320 South 25th Street
Edinburg, TX 78539
956-289-7600

Customer Proposal Letter

May 15, 2013

Thank you for the opportunity to earn your business.
We look forward to working with you on your future business needs.
Please accept the following proposal.

CUSTOMER: Hidalgo County PCT #1
ADDRESS: 1902 Joe Stephens, Suite 101
CITY, STATE, ZIP Weslaco, TX 78596

NJPA CONTRACT#
060311-CAT

CONTACT: Raul Lozano
PHONE: 956-968-8733
FAX:

VEHICLE BUYER'S ORDER

Make CAT Model CT660 Year 2014 Stock Number TDB

Vin # To be delivered on or about 6 to 8 Weeks Upon Ordering

ADDITIONAL VEHICLE & ACCESSORIES DESCRIPTION: Dump truck with 16' dump body from Truckers Equipment

Quantity	1	
Truck Price Per Unit	$103,003.00	$103,003.00
Optional Equipment	$15,750.00	$15,750.00
12% F.E.T. (Factory & Dealer Paid)	N/A	N/A
Net Sales Price	$118,753.00	$118,753.00
Optional Extended Warranty(ies)		
6.25% State Sales Tax		
License, License Transfer, Registration Fee		
Documentary Fee		
1% Emissions Fee		
Administration Fee		
.0024170% Vehicle Inventory Tax		
Additional Taxes		
Out of State Vehicle Fee		
Total Sales Price	$118,753.00	$118,753.00
Trade Allowance		*

* See DISCLAIMER below

Sales Representative _____ signature Mark Brunnemann printed name

Purchaser _____ signature _____ printed name

_____ title _____ date

Quote good until 30 days

NOTES:	Truck will come with Model 500TR-16-42 (16' dump body) supplied by Truckers Equipment
	With Manual tarp.

CT660S SBA 6x4

Sales Proposal For:

Hidalgo County PCT 1 - Dump Truck

Presented By:

HOLT TEXAS LTD.

CAT

May 15, 2013

Prepared For:
Hidalgo County PCT 1 - Dump Truck

Reference ID: N/A

Presented By:
HOLT TEXAS LTD.
Mark Brunnemann
3302 S W W WHITE RD
SAN ANTONIO TX 78222 - 4843
(210)648-8343

We are pleased to have the opportunity to offer the following proposal for the application you requested.

Model Profile
2014 CT660S SBA 6x4 (CF7AA)

APPLICATION:	Construction Dump
MISSION:	Requested GVWR: 54000. Calc. GVWR: 53200 Calc. Start / Grade Ability: 34.00% / 2.77% @ 55 MPH Calc. Geared Speed: 84.4 MPH
FUEL ECONOMY:	7.09 MPG @ 55 MPH
DIMENSION:	Wheelbase: 215.00, CA: 153.00, Axle to Frame: 59.00
ENGINE, DIESEL:	{CT 13} EPA 10, 410 HP @ 1700 RPM, 1450 lb-ft Torque @ 1000 RPM, 2100 RPM Governed Speed, 410 Peak HP (Max)
TRANSMISSION, MANUAL:	{Fuller FRO-14210C} 10-Speed Manual, With Overdrive, With Air Shift
CLUTCH:	{Eaton Fuller Easy-Pedal Advantage} Manual Adjust, Two-Plate, Cast Angle Spring; Ceramic, 15.5" Diameter, 7-Spring Damper, Mechanical Pull-Type Control, 1700 lb-ft Torque Capacity
AXLE, FRONT NON-DRIVING:	{Meritor MFS-13-143A} Wide Track, I-Beam Type, 13,200-lb Capacity
AXLE, REAR, TANDEM:	{Meritor MT-40-14X-4DFR-P} Single Reduction, 0.433"(11mm) Wall Housing Thickness, 40,000-lb Capacity, R Wheel Ends, With Lube Oil Pump Gear Ratio: 4.11
CAB:	Conventional
TIRE, FRONT:	(2) 11R22.5 HSC1 (CONTINENTAL) 496 rev/mile, load range H, 16 ply
TIRE, REAR:	(8) 11R22.5 HDR2 (CONTINENTAL) 491 rev/mile, load range G, 14 ply
SUSPENSION, REAR, TANDEM:	{Hendrickson RT-403} Walking Beam Type 54" Axle Spacing; 40,000-lb Capacity With Rubber Center Bushings
PAINT:	Cab schematic 100KT Location 1: 9219, Winter White (Std) Chassis schematic N/A

CAT

Vehicle Specifications

May 15, 2013

2014 CT660S SBA 6x4 (CF7AA)

Code	Description	List (US DOLLAR)
CF7AA00	Base Chassis, Model CT660S SBA 6x4 with 215.00 Wheelbase, 153.00 CA, and 59.00 Axle to Frame.	$131,197.22
1570	TOW HOOK, FRONT (2) Frame Mounted	$372.38
1652	CROSSMEMBER, REAR Relocated to End of Frame	$234.14
1CDH	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 12.250" x 3.380" x 0.375" (304.8mm x 85.6mm x 9.5mm); 543.0" (13793mm) Maximum OAL	$0.00
1LBC	BUMPER, FRONT Multi-piece Stainless Steel Includes : FOG LIGHT OPENING (2) and with Rectangular Hole for Step	$0.00
1WVS	WHEELBASE RANGE 183" (465cm) Through and Including 228" (580cm)	$704.13
2ASG	AXLE, FRONT NON-DRIVING {Meritor MFS-13-143A} Wide Track, I-Beam Type, 13,200-lb Capacity	$0.00
3ACH	SUSPENSION, FRONT, SPRING Multileaf, Shackle Type; 14,000-lb Capacity; With Shock Absorbers Includes : SPRING PINS Threaded	$0.00
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications Includes : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : DUST SHIELDS, FRONT BRAKE : DUST SHIELDS, REAR BRAKE : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : INVERSION VALVE Bendix SR-1 and Double Check Valve : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE Bendix On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic : SLACK ADJUSTERS, REAR Automatic : SWITCH, AUXILIARY Interrupter for Cab Clearance/Marker Lights (Blinks Lights with Headlight Switch in "ON" Position); Instrument Panel Mounted Notes : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating. GAWR, Wheels; Tires.	$0.00
4732	DRAIN VALVE {Berg} Manual; With Pull Chain, for Air Tank Includes : DRAIN VALVE Mounted in Wet Tank	$0.00
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)	$0.00
4EBS	AIR DRYER {Bendix AD-9} With Heater Includes : AIR DRYER LOCATION Inside Left Rail, Back of Cab	$0.00
4ESX	BRAKE CHAMBERS, FRONT AXLE {Haldex} 20 SqIn	$0.00

2014 CT660S SBA 6x4 (CF7AA)

Code	Description	List (US DOLLAR)
4EVL	BRAKE CHAMBERS, REAR AXLE {Haldex GC3030LHDHO} 30/30 Spring Brake	$0.00
4JCJ	BRAKES, FRONT, AIR CAM S-Cam; 16.5" x 5.0"; Includes 20 Sq. In. Long Stroke Brake Chambers	$0.00
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake	$0.00
4SPM	AIR COMPRESSOR {Bendix BA-921 Head Unload} 15.9 CFM Capacity, Single Cylinder	$0.00
5710	STEERING COLUMN Tilting and Telescoping	$0.00
5PSA	STEERING GEAR {Sheppard M-100} Power	$0.00
5WBH	STEERING WHEEL {Caterpillar} 2-Spoke, 18" Diam., Dark Neutral, Leather Wrapped	$0.00
7BDS	EXHAUST SYSTEM Single, Vertical Aftertreatment Device Frame Mounted Right Side; Includes Vertical Tail Pipe & Guard	$0.00
	Incluides : EXHAUST HEIGHT 10' Exhaust Height - Based on Empty Chassis with Standard Components (+ or - 1" Height) : MUFFLER/TAIL PIPE GUARD Non-Bright Finish	
7WBA	TAIL PIPE (1) Turnback Type, Bright, for Single Exhaust	$84.21
7WBS	MUFFLER/TAIL PIPE GUARD (1) Bright Stainless Steel	$119.15
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment	$0.00
	Includes : BATTERY BOX Aluminum : CIGAR LIGHTER Includes Ash Cup, Center Console Mounted : FUSES, ELECTRICAL SAE Blade-Type : HAZARD SWITCH Integral with Turn Signal Switch : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : HEADLIGHTS (2) Composite with Halogen Projector Beam : HORN, AIR Single, Chrome : HORN, ELECTRIC Single : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : READING LIGHT, CAB (2) with Individual Switches; One Above Each Door : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL FLASHER : TURN SIGNAL SWITCH Manual Cancelling with Lane Change Feature : TURN SIGNALS, FRONT Includes Integral Reflectors and Side Marker Lights; Fender Mounted : WINDSHIELD WIPER SWITCH 2-Speed with Wash, Steering Column Mounted : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered	
8653	HORN, AIR Single, Located Under Cab	$0.00
8718	POWER SOURCE Cigar Type Receptacle without Plug and Cord	$0.00
8GGN	ALTERNATOR {Bosch LH160} Brush Type, 12 Volt 160 Amp. Capacity, Pad Mount	$0.00
8MMJ	BATTERY SYSTEM {Caterpillar} (3) 12 Volt 2130CCA Total	$0.00
8RKW	ANTENNA BASE (2) Single Function, (1) for CB and (1) for Entertainment Radio, Without Splitter, Separate Lead-Ins, With CB Antenna Mounted on Right Mirror and AM/FM Antenna Mounted on Left Mirror	$0.00

2014 CT660S SBA 6x4 (CF7AA)

Code	Description	List (US DOLLAR)
8RLR	RADIO AM/FM Stereo with Weatherband, Clock, Auxiliary Input, Includes Multiple Speakers	$0.00
8WCK	POWER SOURCE, TERMINAL TYPE 2-Post	$0.00
8WEZ	TURN SIGNAL SWITCH Self-Canceling	$0.00
8WKG	BATTERY BOX Aluminum With Aluminum Cover, 30" Wide, 2, 3 or 4 Battery Capacity, Mounted Right Side Under Cab	$0.00
8WNH	RUNNING LIGHT (2) Daytime	$0.00
8WXG	STARTING MOTOR {Mitsubishi Electric Automotive America 105P} 12-Volt, with Soft-Start	$0.00
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III With Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses	$88.69
9ASE	FRONT END Tilting Composite Includes : GRILLE SURROUND Brushed Stainless Steel	$0.00
9HAN	INSULATION, UNDER HOOD for Sound Abatement	$143.62
9HBN	INSULATION, SPLASH PANELS for Sound Abatement	$65.36
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100	$0.00
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	$0.00
10UAB	VEHICLE REGISTRATION IDENTITY ID for US States EXCLUDING: California, Connecticut, Delaware, Georgia, Maine, Massachusetts, New Jersey, New York, North Carolina, Pennsylvania	$0.00
11MGZ	CLUTCH {Eaton Fuller Easy-Pedal Advantage} Manual Adjust, Two-Plate, Cast Angle Spring; Ceramic, 15.5" Diameter, 7-Spring Damper, Mechanical Pull-Type Control, 1700 lb-ft Torque Capacity Includes : CLUTCH RELEASE BEARING Greasable	$0.00
12KWX	ENGINE, DIESEL {CT 13} EPA 10, 410 HP @ 1700 RPM, 1450 lb-ft Torque @ 1000 RPM, 2100 RPM Governed Speed, 410 Peak HP (Max)	$2,156.27
12THT	FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed With Residual Torque Device for Disengaged Fan Speed	$0.00
12UBH	RADIATOR Aluminum; Welded, Front to Back Down Flow System, 1564 SqIn, 1572 SqIn Dual CAC, 1293 SqIn 3 Core LTR	$0.00
12VBT	AIR CLEANER Single Element, Heavy Duty	$0.00
12VED	FEDERAL EMISSIONS for 2010; CT 13 Engines	$8,000.00
12WBR	FAN OVERRIDE Manual; With Electric Switch on Instrument Panel, (Fan On With Switch On)	$28.06
12WCX	HOSE CLAMPS, RADIATOR HOSES {Gates} Shrink Band Type	$29.99
12WEG	COLD STARTING EQUIPMENT Automatic; With Engine ECM Control	$0.00
12WTA	FAN DRIVE SPECIAL EFFECTS Fan Cooling Ring with Fan Shroud Effects, Engine Mounted	$0.00
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply With California Clean Air Idle Regulations	$0.00

2014 CT660S SBA 6x4 (CF7AA)

Code	Description	List (US DOLLAR)
12XAN	OBD COMPLIANCE for 2013 OBD (On Board Diagnostics)	$650.00
13GHL	TRANSMISSION, MANUAL {Fuller FRO-14210C} 10-Speed Manual, With Overdrive, With Air Shift Includes : CLUTCH BRAKE Torque Limiting : FILL PLUG, MAGNETIC	$410.29
13WAP	TRANSMISSION LUBE PUMP for International, Fuller, Meritor or Spicer Transmissions; USE ONLY WHEN PUMP IS NOT INCLUDED STANDARD IN TRANSMISSION	$278.64
13WGJ	OIL COOLER,MANUAL TRANSMISSION Water to Oil Type Included in Radiator End Tank (REQUIRES TRANSMISSION LUBE PUMP)	$211.88
13WLB	TRANSMISSION OIL {EmGard 50W} Synthetic; 22 thru 33.99 Pints	$101.23
13WVD	PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Control Valve, Piping and Wiring, Wired for PTO	$53.75
14862	PDL WARNING BUZZER Power Divider Lock	$26.88
14GVU	AXLE, REAR, TANDEM {Meritor MT-40-14X-4DFR-P} Single Reduction, 0.433"(11mm) Wall Housing Thickness, 40,000-lb Capacity, R Wheel Ends, With Lube Oil Pump , Gear Ratio: 4.11 Includes : POWER DIVIDER LOCK Air Operated, Cab Control with Indicator Light in Cluster : REAR AXLE DRAIN PLUG (2) Magnetic, For Tandem Rear Axle	$0.00
14UHD	SUSPENSION, REAR, TANDEM {Hendrickson RT-403} Walking Beam Type 54" Axle Spacing; 40,000-lb Capacity With Rubber Center Bushings Includes : CROSSMEMBER, SUSPENSION 5-Piece Notes : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.	($311.54)
14WAL	SUSPENSION/REAR-AXLE IDENTITY for Meritor Tandem Rear Axles With Bar-Pin Beam Attachment Type Suspensions	$171.10
14WLD	AXLE, REAR, LUBE {EmGard 75W-90} Synthetic Oil; 50 thru 64.99 Pints	$153.94
15LKU	FUEL/WATER SEPARATOR {Racor} Fuel Pre-Filter and Filter Base, Includes Water-In-Fuel Sensor	$0.00
15SHC	FUEL TANK Non-Polished Aluminum, 24" Diam., 100 U.S. Gal., 378 L Capacity Left Side, Under Cab.	$474.79
16031	CAB Conventional Includes : COAT HOOK, CAB Located on Rear Wall, Behind Passenger Seat : CONSOLE, CENTER Plastic, Driver Convenience with a Cup and Change Holder, Ash Tray and Lower Storage Area : DOME LIGHT, CAB (2) Driver and Passenger Dome Lights with Individual Switches, in Headliner : DOOR CHECK STRAP (2) One Each Door : GLASS, ALL WINDOWS Tinted : GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side	$0.00

2014 CT660S SBA 6x4 (CF7AA)

Code	Description	List (US DOLLAR)
	: GRAB HANDLE, EXTERIOR (2) Mounted Behind Driver and Passenger Doors : INTERIOR SHEET METAL Upper Door (Above Window Ledge) Painted Exterior Color : SKIN Riveted : STEP (4) Two Steps Per Door	
16HBA	GAUGE CLUSTER English With English Electronic Speedometer	$0.00
16HGL	GAUGE, OIL TEMP, REAR AXLE	$85.14
16JPC	SEAT, DRIVER {National 2000 Model 295} Air Suspension, Intermediate Back, All Vinyl, 2 Arm Rests, Isolator, 7" Adjuster, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, 3 Position Rear Cushion, 2-15 Degree Back Angle Adjust, Vinyl Suspension Cover	$0.00
16RAC	SEAT, PASSENGER {National 2000 Model 292} Non Suspension, Intermediate Back, All Vinyl, 11 Degree Back Angle Adjustment	$484.65
16SKT	MIRRORS (2) {Lang Mekra} Aero; Rectangular, 7.09" x 15.75" & Integral Convex Both Sides, 102" Inside Spacing, Breakaway Type, Heated Heads Thermostat Controlled, Amber Lens Clearance Light LED, Turn Signals, Black Painted Finish Heads, Brackets & Arms	$4.30
16VRT	HEATER, ENHANCED CIRCULATION {Bergstrom} Control, for Extreme Cold Weather Climates	$0.00
16VTH	CAB INTERIOR TRIM Premium Level; for Caterpillar, Day Cab Includes : "A" PILLAR COVER Molded Plastic : CAB INTERIOR TRIM PANELS Vinyl : CONSOLE, OVERHEAD Molded Plastic with Three Storage Pockets; One with Strap for CB Radio Mounting; Two with Netting, Courtesy Lights with Switches : COURTESY LIGHT (2) Driver and Passenger Door Mounted : DOOR TRIM PANELS Vinyl Upper with Power Locks and Windows, Upper and Lower Grab Handles, Both Sides : FLOOR COVERING Rubber, Black : HEADLINER Soft Padded Vinyl : HEATER BOX Metal, Painted Black : INSTRUMENT PANEL TRIM Vinyl : MIRROR, CONVEX, LOOK DOWN Black Finish; 6" x 10-1/4"; Located on Passenger Side : STORAGE POCKET, DOOR (2) Driver and Passenger Door : SUN VISOR (2) Vinyl with Molded Toll Ticket Retainer	$0.00
16VZA	WINDOW, REAR 52.25" Wide	$0.00
16WAK	WINDOW, POWER (2) in Left and Right Doors	$0.00
16WJG	CAB DOOR LOCKS Power	$0.00
16WKB	AIR CONDITIONER {International Blend-Air} With Integral Heater & Defroster	$0.00
16WKR	WINDSHIELD Single Piece	$0.00
16WLD	CAB REAR SUSPENSION {Link Z9079D1} Dual Frame Mounted Cab Rear Air Suspension; Includes Special Crossmember Assembly	$0.00
16XWD	SUNSHADE, EXTERIOR Aerodynamic, Painted Roof Color; Includes Integral Clearance/ Marker Lights	$0.00
16ZDU	GRAB HANDLE Exterior; Towel Bar Type In Lieu Of Non-Bright Grab Handles; for use with Cab or Cab/Sleeper Non-Bright Access, Without Frame Access or Chassis Skirts	$29.03
27DMD	WHEELS, FRONT DISC; 22.5" Painted Steel, 2 Hand Hole, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With Aluminum Hubs	$210.70

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Vehicle Specifications

May 15, 2013

2014 CT660S SBA 6x4 (CF7AA)

Code	Description	List (US DOLLAR)
28DMD	WHEELS, REAR DUAL DISC; 22.5" Painted Steel, 2 Hand Hole, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With Aluminum Hubs.	$502.24
29WLA	WHEEL BEARING, FRONT, LUBE (EmGard 50W) Synthetic Oil	$21.50
7372135423	(8) TIRE, REAR 11R22.5 HDR2 (CONTINENTAL) 491 rev/mile, load range G, 14 ply	$916.48
7382135419	(2) TIRE, FRONT 11R22.5 HSC1 (CONTINENTAL) 496 rev/mile, load range H, 16 ply	$263.74
	Total of Product Features	**$147,961.94**
	Total List Price Including Options:	**$147,961.94**

2014 CT660S SBA 6x4 (CF7AA)
ENGINE, DIESEL (0012KWX)
ATTACHMENTS: 0016HBA (GAUGE CLUSTER) 0015LKU (FUEL/WATER SEPARATOR) 0012WEG (COLD STARTING EQUIPMENT) 0012THT (FAN DRIVE)

Parameter	Value	UOM
Max Accelerator Vehicle Speed:7902	75	MPH
Vehicle Speed Limiter Override:7911	0, DISABLE FEATURE OR FUNCTION	N/A
VSLO Speed Increment:7912	10	MPH
VSLO Maximum Activation Time:7914	30	MIN
VSLO Time Interval to Reset:7915	8.0	HOURS
VSLO Time Duration Source:7934	1, INTERVAL BASED ON REAL TIME CLOCK	N/A
Progressive Shift Enable:7744	0, DISABLE FEATURE OR FUNCTION	N/A
Low Gear Ratio Break Point:7742	5.825000	N/A
High Gear Ratio Break Point:7743	1.643500000	N/A
Low Gear Engine Speed Limit:7738	1550.0	RPM
High Gear Engine Speed Limit:7739	1600.0	RPM
Low Gear Engine Speed Range:7740	200.0	RPM
High Gear Engine Speed Range:7741	200.0	RPM
Min Gear Ratio for ProShift:7755	0.50	N/A
Gear Down Protection Enable:7714	0, DISABLE FEATURE OR FUNCTION	N/A
Top Gr Minus 2 Light Ld VS Lim:7715	33	MPH
Top Gr Minus 1 Light Ld VS Lim:7716	44	MPH
Top Gr Minus 2 Heavy Ld VS Lim:7735	36	MPH
Top Gr Minus 1 Heavy Ld VS Lim:7736	49	MPH
Driver Reward Enable:7918	0, DISABLE FEATURE OR FUNCTION	N/A
Driver Reward Mode:7930	2, BOTH ACCELERATOR AND CRUISE VEHICLE SPEED LIMIT INCREASE	N/A
Driver Reward Performance Crit:7925	0, FUEL ECONOMY BASED REWARD SYSEM	N/A
Fuel Economy - Expected Level:7921	6.00	MPG
Fuel Economy - Good Level:7920	6.25	MPG
Fuel Economy - Excellent Level:7919	6.40	MPG
% Idle Time - Expected Level:7924	25	%
% Idle Time - Good Level:7923	18	%
% Idle Time - Excellent Level:7922	10	%
Driver Reward Ambient Temp H:7938	150.0	C
Driver Reward Ambient Temp L:7939	-40.0	C
VS Lim Increase - Expected Lvl:7926	0	MPH
VS Lim Increase - Good Lvl:7927	2	MPH
VS Lim Increase - Excel Lvl:7928	4	MPH
VS Lim Decrease - Penalty Lvl:7929	-2	MPH
Idle Engine Speed:8202	600.0	RPM
Idle Speed Adjustment Enable:8215	1, ENABLE FEATURE OR FUNCTION	N/A
Idle Spd Adjust - Max Eng Spd:8212	0.0	RPM
Idle Spd Adjust - Bump Step:8216	5.0	RPM
Idle Spd Adjust Ramp Rate:8211	25	RPM/SEC
Maximum Standstill Eng Speed:7753	2100.0	RPM
Idle Shutdown Mode:7400	0, DISABLE FEATURE OR FUNCTION	N/A
ISD Time w/Park Brk Released:7401	15.0	MIN
ISD Time w/Park Brake Set:7404	5.0	MIN
ISD Latched Driver Override En:7407	0, DISABLE FEATURE OR FUNCTION	N/A
ISD Ambient Temp Override En:7408	0, DISABLE FEATURE OR FUNCTION	N/A
ISD Int Amb Temp Enable:7405	0, DISABLE FEATURE OR FUNCTION	N/A
ISD Max Ambient Temp Override:7402	20.0	C
ISD Int Amb Temp Override:7406	15.0	C
ISD Min Ambient Temp Override:7403	5.0	C
ISD Max Engine Coolant Temp:7412	150.0	C
ISD Min Engine Coolant Temp:7413	16.0	C
ISD Idle Shutdown Max Eng Trq:7409	80	%
Cruise Control Enable:7600	1, ENABLE FEATURE OR FUNCTION	N/A

2014 CT660S SBA 6x4 (CF7AA)

CC Max Vehicle Speed:7604	75	MPH
CC Min Vehicle Speed:7603	25.0000	MPH
AESC Control:7500	2, IN CAB AESC MODE SELECTED	N/A
AESC In-cab Mode:7502	2, VARIABLE ENGINE SPEED CONTROL SELECTED	N/A
AESC Min Engine Speed:7522	600.0	RPM
AESC Max Engine Speed:7508	1500.0	RPM
AESC Preset Engine Speed 1:7505	800.0	RPM
AESC Preset Engine Speed 2:7506	900.0	RPM
AESC Preset Engine Speed 3:7514	1000.0	RPM
AESC Preset Engine Speed 4:7515	1100.0	RPM
AESC Preset Engine Speed 5:7516	1200.0	RPM
AESC Preset Engine Speed 6:7517	1300.0	RPM
AESC Activate at Preset Speed:7528	0, NO PRESET PRESELECTION	N/A
AESC Ramp Up Rate:7507	100.00	RPM/SEC
AESC Ramp Down Rate:7524	100.00	RPM/SEC
AESC Bump Up/Down Step:7525	25.0	RPM
AESC In-cab Operator Interface:7503	0, NO (OFF) OR DISABLE	N/A
AESC Disable w/ Clutch Pedal:7510	1, ENABLE FEATURE OR FUNCTION	N/A
AESC Disable w/ Brake Pedal:7511	1, ENABLE FEATURE OR FUNCTION	N/A
AESC Accel Pedal Mode:7513	1, AESC OVERRIDDEN BY ACCELERATOR PEDAL	N/A
AESC Max Engine Load:7519	100.0000	%
AESC Control to Engine Load:7530	0, KICK OUT OF AESC ABOVE PROGRAMMED LIMIT	N/A
AESC Max Engine Load Time:7527	8	SEC
AESC Vehicle Speed Limit:7521	5.0000	MPH
AESC Max Mobile Veh Spd:7501	5	MPH
AESC Eng Spd Limit w/VSS Fault:7518	1500	RPM
AESC Force Fan On:9007	0, DISABLE FEATURE OR FUNCTION	N/A
AESC Park Brake Override:7534	1, ENABLE FEATURE OR FUNCTION	N/A
AESC Transfer Case Signal Mode:8910	0, DRIVELINE	N/A
AESC Splitshaft Veh SPD Dsply:9307	0, SPEED SENSOR LOCATED IN WHEEL RIM	N/A
AESC Remote Accel Pedal Enable:7504	0, DISABLE FEATURE OR FUNCTION	N/A
AESC Remote Accel Pedal Switch:8914	0, DISABLE FEATURE OR FUNCTION	N/A
AESC Accel Max Eng Spd Ovrd:7520	1900.0	RPM
Rem Accelerator Switch Input:9929	1, SAE J1939 MULTIPLEXED	N/A
Preset Remote AESC Input Type:9932	0, DISCRETE (HARDWIRED) INPUT	N/A
Variable Remote AESC Input:9933	0, DISCRETE (HARDWIRED) INPUT	N/A
Rem Accelerator Position Input:9935	1, SAE J1939 MULTIPLEXED	N/A
Engine Protection Mode:7700	1, TWO WAY WARNING (OIL PRES, WATER TEMP)	N/A
Powertrain Protection Enable:7722	0, DISABLE FEATURE OR FUNCTION	N/A
Max Torque w/o Vehicle Speed:7712	1450.0000	LB-FT
Torque Limiting in Gear:7717	0, DISABLE FEATURE OR FUNCTION	N/A
Highest Gear of Low Range:7718	2	N/A
Highest Gear Rat of Low Range:7745	6.00	N/A
Highest Gear of Int. Range:7748	4	N/A
Highest Gear Rat of Int. Range:7746	4.00	N/A
Highest Gear of High Range:7749	6	N/A
Highest Gear Rat of High Range:7747	2.00	N/A
Max Torque in Low Gear Range:7713	1450.0000	LB-FT
Max Torque in Int. Gear Range:7750	1450.0000	LB-FT
Max Torque in High Gear Range:7751	1450.0000	LB-FT
VSS Anti-Tamper Max Eng Speed:7901	1200.0	RPM
Auxilllary Shutdown Input Type:9931	0, DISCRETE (HARDWIRED) INPUT	N/A
Veh Speed Sensor Antitampering:7905	0, DISABLE FEATURE OR FUNCTION	N/A
Veh Overspd Threshold Level 1:7723	5.000000	MPH
Veh Overspd Threshold Level 2:7724	7.000000	MPH
Service Interval Enable	0, DISABLE FEATURE OR FUNCTION	N/A
Fuel Used Service Interval:9501	0	GALLONS
Engine Hour Service Interval:9502	0	HOURS
Veh Distance Service Interval:9503	0	MILES

CAT

Electronic Parameters Summary

May 15, 2013

2014 CT660S SBA 6x4 (CF7AA)

Service Soon Percent to Notify:9507	90	%
Customer Unit Number:6605	0	N/A
Hard Braking Incident Counter:8904	1, ENABLE FEATURE OR FUNCTION	N/A
Hard Braking Decel Threshold:8905	7.40	MPH/SEC
Vehicle Over-speed Indicator:7754	0, FEATURE OR FUNCTION IS DISABLED	N/A
Customer Password:8700	00000000	N/A

These Electronic Parameters are complete with error

908	$108,600.00	25%
914	$108,970.00	26%
924	$152,840.00	26%
928	$150,300.00	26%
930	$179,680.00	26%
938	$201,700.00	26%
950	$270,960.00	24%
962	$268,420.00	24%
966	$396,100.00	21%
972	$415,380.00	16%
980	$480,830.00	12%
Track Loaders		
953	$225,560.00	20%
963	$301,670.00	23%
973	$436,650.00	23%
Vocational Trucks		
CT660	$133,232.33	23%
Worktools* **		15%

*Base list price reflects the top level price and is meant to provide a relative baseline for that model size class. Please refer to the equpiment price sheets for the actual pricing for the individual models and configurations.

**The models listed represent the most current offerrings however depending on dealer inventory and new factory releases additional models within the respective product families may be available. Please contact the local dealer for actual model availability.

*** Please see work tool price sheets for model and base price information.

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:		NY, PA, NJ DE, MD	VT, NH, ME RI, MA, CT	VA, WV, NC KY, TN	OH, IN, MI, IL	FL, GA SC, AL	WI, MN, ND, SD	CO, NM WY, UT	WA, OR ID, MT	CA, NV AZ	NE, KS MO, IA	TX, OK LA, AK, MS
938	4	$3,445	$3,044	$3,161	$1,847	$4,860	$3,384	$4,882	$7,441	$7,585	$2,466	$4,154
950	4	$3,502	$3,128	$3,214	$1,878	$4,942	$3,440	$4,963	$7,565	$7,711	$2,507	$4,223
962	4	$3,502	$3,128	$3,214	$1,878	$4,942	$3,440	$4,963	$7,565	$7,711	$2,507	$4,223
966	4	$3,686	$3,497	$3,445	$2,014	$5,298	$3,689	$5,321	$8,111	$8,267	$2,687	$4,529
972	4	$4,226	$4,186	$3,877	$2,266	$5,962	$4,152	$5,988	$9,128	$9,304	$3,025	$5,096
980	4	$10,420	$10,326	$8,072	$8,836	$9,197	$5,656	$7,459	$16,340	$17,464	$4,386	$8,654

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
953	5	$2,546	$2,820	$1,654	$2,558	$1,200	$4,184	$4,699	$7,031	$6,403	$2,923	$3,230
	11	$3,980	$4,389	$2,081	$3,134	$2,376	$3,354	$3,612	$5,424	$4,862	$2,606	$1,699
963	5	$3,395	$3,982	$2,191	$3,838	$1,440	$5,546	$6,088	$10,277	$8,902	$4,271	$4,385
	11	$6,286	$7,888	$3,124	$4,703	$3,660	$4,446	$4,477	$8,136	$6,158	$3,454	$2,202
973	5	$3,858	$3,944	$2,623	$4,591	$1,637	$6,637	$7,284	$12,296	$10,651	$5,111	$5,246
	11	$7,145	$7,965	$3,736	$5,627	$4,379	$5,320	$5,357	$9,734	$7,369	$4,133	$2,635

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
CT660	11	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500

0011MGS	CLUTCH 15.5" EATON SOLO ADVANTAGE	$	483.60
0011MGU	CLUTCH 15.5" EATON SOLO ADVANTAGE	$	523.20
0011MGZ	CLUTCH 15.5" EATON EASY-PEDAL ADVANTAGE	$	-
0011MHA	CLUTCH 15.5" EATON EASY-PEDAL ADVANTAGE	$	271.20
0011MHD	CLUTCH 15.5" EATON EASY-PEDAL ADVANTAGE	$	(1.80)
0011MRG	CLUTCH 15.5" ZF SACHS HC15L	$	15.00
0011WAE	GREASE FITTING REMOTE CLUTCH CROSS SHAFT	$	18.60
0011WAG	CLUTCH BRAKE - TWO-PIECE	$	18.60
0011WAK	CLUTCH EFFECTS HYDRAULIC SYS W/AIR	$	274.20
12864	ENGINE BLOCK HEATER(PHILLIPS)120V/1500W	$	53.40
0012BAV	MAXXFORCE 13 430HP/2100 GOV	$	167.25
0012BAW	MAXXFORCE 13 475HP/2100 GOV	$	783.75
0012KWX	CT13 410HP/2100 GOV	$	-
0012KWY	CT13 430HP/2100 GOV	$	167.25
0012KWZ	CT13 475HP/2100 GOV	$	783.75
0012THJ	FAN DRIVE ON/OFF HORTON (DRIVEMASTER)	$	(36.60)
0012THT	FAN DRIVE HORTON (DRIVEMASTER 2SPD)	$	-
0012UBH	RAD 1564" CAC 1572" LTR 1293"	$	-
0012UXH	2010 FEDERAL EMISSIONS MAXXFORCE 13	$	8,000.00
0012VBT	AIR CLEANER SINGLE ELEMENT HEAVY DUTY	$	-
0012VBU	AIR CLEANER SINGLE ELEMENT HD W/PRECLNR	$	154.80
0012VED	2010 FEDERAL EMISSIONS CT13	$	8,000.00
0012WBR	MANUAL FAN DRIVE OVERRIDE	$	17.40
0012WCG	HOSE CLAMPS(MINI FLEX SEAL)TYPE	$	32.40
0012WCT	ENG BLOCK HTR & "Y" CORD FOR FUEL HTR	$	75.00
0012WCX	HOSE CLAMPS GATES SHRINK BAND	$	18.60
0012WEG	AUTO COLD START W/ENGINE ECM CONTROL	$	-
0012WPP	PTO, ENGINE REAR MAXXFORCE 11 & 13	$	2,654.25
0012WPT	PTO, ENGINE REAR CT 11 & 13	$	2,654.25
0012WTA	FAN DRIVE SPECIAL EFFECTS COOLING RING	$	-
0012WUA	COOLANT FILTER 2010 MF 11 & 13 ENGINES	$	70.20
0012WUD	COOLANT FILTER 2010 CT11 & CT13 ENGINES	$	70.20
0012WYW	BLOCK HEATER ENGINE PHILLIPS	$	106.20
0012WZB	LOW NOX IDLE ENG CA COMPLY W/HOOD DECAL	$	37.20
0012WZD	ENGINE SHUTDOWN EXEMPT CA COMPLY	$	-
0012WZE	EMISSION COMPLIANT FEDERAL NOT CA	$	-
0012WZJ	LOW NOX IDLE ENG CA COMPLY W/DOOR DECAL	$	37.20
13607	FULLER AT-1202 2-SPD AUX TRANS	$	4,813.50
13901	SGL THRU-SHAFT PTO PROVISION W/FULLER	$	28.80
13902	SGL THRU-SHAFT PTO PROVISION W/CAT	$	1,506.00
[illegible]	[illegible]	[illegible]	
0013AMN	ALLISON 4500_RDS_P 6SP PTO LESS RETARDER	SQ Only	
0013AMP	ALLISON 4500_RDS_P 5SP PTO LESS RETARDER	SQ Only	
0013AMR	ALLISON 4500_RDS_P 6SP PTO LESS RETARDER	SQ Only	
0013AMS	ALLISON 4000_RDS_P 5SP PTO LESS RETARDER	SQ Only	
0013AMT	ALLISON 4000_RDS_P 6SP PTO LESS RETARDER	SQ Only	
0013AMU	ALLISON 4000_RDS_P 5SP PTO LESS RETARDER	SQ Only	
0013AMV	ALLISON 4000_RDS_P 6SP PTO LESS RETARDER	SQ Only	
0013CZX	TRANS AUTO CATERPILLAR CX35 8 SPEED	$	28,114.50
0013CZY	TRANS AUTO CATERPILLAR CX31R 6 SPEED	$	33,503.25
0013CZZ	TRANS AUTO CATERPILLAR CX31 6 SPEED	$	21,601.50
0013GHJ	FULLER FR-14210B 10-SPD TRANS	$	-

NJPA AWARDED CONTRACT

CATERPILLAR®

Heavy Construction Equipment

Caterpillar, Inc. - #060311-CAT

Caterpillar has grown to be the largest manufacturer of construction and mining equipment, diesel and natural gas engines, and industrial gas turbines in the world. Team Caterpillar is proud to be providing our products to the NJPA membership by way of contract #060311.

Through Caterpillar's extensive dealer network, NJPA members will be able to select from over 120 models spanning from 14 product families. In addition to the breath of products, Caterpillar's dealer network will deliver the exceptional service and support our customers have grown to expect.

Find a CAT Dealer

Contact

Jason Walker
Office: 309-675-4095
Walker_Jason_C@cat.com
www.govbidspec.com

NJPA Contract Manager: Jeremy Schwartz
Direct Phone: 218-894-5488
Email

CAT Heavy Equipment - Contract Summary

Marketing Documents

Caterpillar, Inc. Customer Flyer
Caterpillar Sustainability Report

Contract Documentation (#060311-CAT)

Request for Proposal (RFP)
Bidders Response
Bid Acceptance & Award

Documentation of Competitive Bidding Process

Affidavit of Advertisement
Bid Opening Witness Page
Bid Evaluation
Bid Comment & Review
Board Minutes 7-19-11

Documentation of Contract Maintenance

Renewal Extension 10/19/12

ANNUAL RENEWAL OF AGREEMENT

made by and between

Caterpillar, Inc. (Vendor)
100 NE Adams
Peoria, IL 61629
and

National Joint Powers Alliance® (NJPA)
202 12th Street NE
Staples, Minnesota 56479
Phone: (218) 894-5482

Whereas:

"Vendor" and "NJPA" have entered into 1) an "Acceptance of Bid and Award #060311-CAT" for Heavy Construction Equipment Together with Related Accessories, Supplies and Services, and 2) with an effective date of October 19, 2011, a maturity date of October 19, 2015, and which are subject to annual renewals at the option of both parties.

Now therefore:

"Vendor" and "NJPA" hereby desire and agree to extend and renew the above defined contracts for the period of October 19, 2012 through October 18, 2013.

National Joint Powers Alliance®(NJPA)

By: _____, Its: EXECUTIVE DIRECTOR

Name printed or typed: TODD LYSEN

Date 9/12/12

Caterpillar, Inc.

By: _____, Its: GCI Marketing Manager

Name printed or typed: Steve Hinton

Date September 17, 2012

If you do not want to extend contract, please sign below and return this agreement.
Discontinue: We desire to discontinue the contract.

Signature: _____ Date: _____

H & V Equipment, Inc.
P.O. Box 909
Progreso, TX 78579

28-May-13

HIDALGO CO PCT # 4
1102 N. Doolittle Rd.
Edinburg, Tx. 78541

ATTN: Joseph Palacios / Roman Rodriguez

H & V Equipment, Inc is pleased to quote the following DOOSAN DL-250 Loader with a 3.5 cu yd bucket. An optional hydraulic quick coupler and 72" pallet forks are shown. These prices are off of the Buy Board Contract # 345-10.

One New DOOSAN DL-250 Loader With The Following Standard Equipment:

- Hydraulic control valve with three sections
- FNR mono lever with 3rd function lever for third section
- Hydraulically driven fan with adjustable speed control
- Additional lighting
- Boom Float kick-out
- DL-250-3-US10 $146,208.00

- Following Optional Equipment:

Additional 440# Counter Weight	(200)	2,335.00
Radial Tires	(BRG)	7,350.00
Load Isolation System	(LIH)	3,500.00
3.5 Cubic Yard Bucket	(7203905)	9,877.00
60" Pallet Forks	(7203953)	7,626.00
Hydraulic Quick Coupler	(7222320)	6,181.00
Total List Price		$183,077.00
Less BuyBoard Discount (12%)		21,969.24
Total		161,107.86

Total Delivered Price $161,107.76
Delivery 60 to 90 days

BUYBOARD CONTRACT # 345-1. ITEM # 16, INTEGRATED TOOL CARRIERS / WHEEL LOADERS. **Make P.O. out to H & V Equipment with a copy of the P. O. to the BuyBoard attention Sharon McAfee @ Sharon.mcafee@tasb.org**

Thank you for the business you have given us in the past, and for the opportunity to bid this loader.

Yours truly,

Thad R. Moore

Thad R. Moore

(956) 565-3788 Email: HVProgreso@aol.com (956) 565-2252 Fax

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

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Narrow Results:

Vendor	Description	Pr
H & V Equipment, Inc.	12% Discount Off Doosan Pricelist for Integrated Tool Carriers. **Texas Regions 1-3, 20 only.**	P
H & V Equipment, Inc.	12% Discount Off Doosan Pricelist for Wheel Loaders. **Texas Regions 1-3, 20 only.**	P

Extended Product Information

Reference Number: 345-10

Brand: Doosan

Part Number: Catalog

Unit Measure: EA

Vendor Website: www.rgvequipment.com

Full Description: 12% Discount Off Doosan Pricelist for Wheel Loaders

H & V Equipment, Inc.	12% Discount Off Doosan Pricelist for Wheel Excavators. **Texas Regions 1-3, 20 only.**	P
H & V Equipment, Inc.	12% Discount Off Doosan Pricelist for Tracked Excavators. **Texas Regions 1-3, 20 only.**	P
H & V Equipment, Inc.	12% Discount Off Doosan Pricelist for Track & Wheel Material Handlers. **Texas Regions 1-3, 20 only.**	P
H & V Equipment, Inc.	12% Discount Off Doosan Pricelist for Multi Terrain Loaders. **Texas Regions 1-3, 20 only.**	P
H & V Equipment, Inc.	12% Discount Off Doosan Pricelist for Material Handlers. **Texas Regions 1-3, 20 only.**	P

Showing 1 to 7 of 7 entries

First Previous 1 Next Last

Contact us 800-695-2919

CODE	DESCRIPTION	APPROX WEIGHT	LIST PRICE
DL250-3-US10	DL250 Base Machine With Standard Front With Out Bucket Steel Cab with Integrated ROPS/FOPS Tires: Kumho OR Hankook 20.5X25-16PR (L3) Bias	14,400KG	146,208.00

OPTIONAL EQUIPMENT - Factory Installed

N.S. = Non Stock options shipped from vendor freight collect do not include installation

OPTION	CODE	DESCRIPTION	LIST PRICE
LOADER BUCKET	28C	3.7YD3, GP PIN ON W/3 PIECE CUTTING EDGE	8,075
DIFFERENTIAL TYPE	DHL	HYDRAULIC DIFFERENTIAL LOCK	2,000
ADDITIONAL COUNTERWEIGHT	200	440 LB ADDITIONAL COUNTERWEIGHT	2,335
FENDER	FUL	FULL FENDER WITH RUBBER PROTECTOR	2,335
TIRE	BR7	TRIANGLE 20.5R25 (L3) RADIAL	1,870
	BR8	YOKOHAMA 20.5R25 (L3) RADIAL	6,440
	BRG	BRIDGESTONE 20.5R25 VJT (L3) RADIAL	7,350
	BR6	BRIDGESTONE 20.5R25 VMT (L3) RADIAL	7,350
CONTROL VALVE	4SV	4TH SPOOL CONTROL VALVE	2,280
JOYSTICK TYPE	FT3	FINGER TIP THREE LEVER	1,670

OPTION	CODE	DESCRIPTION	LIST PRICE
EMERGENCY STEER	ESS	EMERGENCY STEER	3,300
LOAD ISOLATION SYSTEM	LIH	HYDRAULIC LOAD ISOLATION SYSTEM	3,500
FUEL FILLER PUMP	FIL	FUEL FILLER PUMP	420
SEAT	ARH	AIR SUSPENSION WITH HEAT SEAT	350
ROTATING BEACON	ROB	ROTATING BEACON	275
ALTERNATOR	80A	80A ALTERNATOR	120
CAMERA	RVC	REAR VIEW CAMERA	1,550
FUEL DEHYDRATION	WIH	WATER SEPERATOR WITH HEATER	215

OPTIONAL EQUIPMENT - Dealer Installed

N.S. = Non Stock options shipped from vendor freight collect do not include installation

OPTION	DESCRIPTION	APPROX WEIGHT	LIST PRICE
139304-01-B	3 INCH SEAT BELT	0.00	126.83
7203009	GPBKT; 108IN 3.5YD PIN ON. BOT	2,611.00	11,683.00
7203010	GPBKT; 108IN 3.5YD PIN ON. BOCE	2,521.00	9,877.00
7203904	GPBKT; 108IN 3.5YD; JRB QC; BOT	2,499.00	11,683.00
7203905	GPBKT; 108IN 3.5YD; JRB QC; BOCE	2,409.00	9,877.00
7203920	LMBKT; 120IN 5.0YD; PIN ON; BOCE	3,664.00	13,213.00
7203921	LMBKT; 120IN 5.0YD; JRB QC; BOCE	3,572.00	13,213.00

OPTION	DESCRIPTION	APPROX WEIGHT	LIST PRICE
7203936	MPBKT; 108IN 3.25YD; PIN ON; BOT	5,119.00	19,089.00
7203937	MPBKT; 108IN 3.25YD; PIN ON; BOCE	5,030.00	18,590.00
7203946	MPBKT; 108IN 3.25YD; JRB QC; BOT	3,908.00	19,089.00
7203947	MPBKT; 108IN 3.25YD; JRB QC; BOCE	3,819.00	17,616.00
7203952	PALLET FORKS -JRB QC; 48IN TINE LENGTH	1,438.00	6,905.00
7203953	PALLET FORKS - JRB QC;60IN TINE LENGTH	1,528.00	7,626.00
7222320	QUICK COUPLER, DL250-3 JRB STYLE	950.00	6,181.00
7223389	QUICK COUPLER, DL250-3, ISO STYLE	903.00	6,679.00
7224986	GPBKT; 108IN 3.5YD; ISO QC; BOT	2,575.00	11,683.00
7224987	GPBKT; 108IN 3.5YD; ISO QC; BOCE	2,485.00	9,877.00
7225050	LMBKT; 120IN 5.0YD; ISO QC; BOCE	3,495.00	13,213.00
7225055	MPBKT; 108IN 3.25YD; ISO QC; BOT	4,775.00	19,089.00
7225056	MPBKT; 108IN 3.25YD; ISO QC; BOCE	4,682.00	18,590.00
7225061	PALLET FORKS -ISO QC; 48IN TINE LENGTH	1,410.00	6,905.00
7225062	PALLET FORKS - ISO QC;60IN TINE LENGTH	1,500.00	7,626.00

Doosan Infracore America Price Pages are subject to change. Notice of changes will be communicated to Dealerships via email with updated price information available from the Doosan Infracore America web site.

STANDARD EQUIPMENT FOR BASE MACHINE

ENGINE:	Doosan DL06: Turbo Charged, Air to Air Intercooled, iT4

	Electronically Controlled Common Rail Direct Injected 360 cu.in., 6 Cylinder 172 SAE Gross Flywheel Horsepower @ 2,100 RPM Air Cleaner: Dry Type (Double Stage) Engine Self Diagnostic System Plastic Reversible Fan Driven by Hydraulic Fan Motor Auto Idle
HYDRAULIC SYSTEM:	Variable Displacement Axial Piston Pump Closed-Center (LS) Hydraulic Systems with Variable Pumps, Pilot Control with Float Spool, 2 Spools 3rd Valve with Lines & Control (lines terminate at boom base) Automatic Boom / Lift - Kick-Out (Set and Adjust from inside the cab) Automatic Return-to-Dig Position (Adjustable Electro-Magnetic) Accumulator for Emergency Pilot System
BRAKE SYSTEM:	Dual Pedal Braking system 4 Wheel Outboard Wet Disc Brakes with Separate Front & Rear Circuits

	Accumulator for Emergency Stopping Parking Brake: Spring Apply Hydraulic Release, sliding caliper disc brake on the face of the transmission
STEERING:	Load Sensing Type with a Flow Amplifier and a Priority Valve 40 Degree Articulation, Full Hydraulic Power Steering Steering Cylinder Cushion Valve Tilt and Telescopic Steering Wheel
CAB WITH ROPS:	Air Conditioner Heater & Defroster Double Filtered Air Cab Combination Lever Accelerator Pedal Transmission Lever Rear Hinged & Locking Doors (Both sides) / Right side is emergency access door Radio, AM-FM Stereo, with CD Switches:

	Transmission Shift Switch (Manual, Auto 1-4 and Auto 2-4)
	Economy Mode Switch (Power, Normal & Economy Modes)
	Headlight Switch
	Front Work Light Switch
	Rear Work Light Switch
	Rear Wiper Switch
	Pilot Cutoff Switch
	Parking Brake Switch
	Transmission Cutoff Switch
	Mirror Heater Switch
	Reverse Fan Switch
	Display Screen Control Switch
	Display Screen Selector Switch
	Hazard Warning Light Switch
	Boom Kick Out Switch
	Diesel Particulate Filter (DPF) Switch

	Rear View Mirrors with Heat Safety Glass, Tinted Fully Adjustable Air Suspension Seat Seat Belt (2 Wide) Sliding Door Windows (Left Side) Sound Suppression Sun Visor Windshield Wipers & Washers - Front and Rear Digital Clock Arm Rest 12 Volt Power Supply Cup Holders Cigarette Lighter
TRANSMISSION / AXLES:	Full Automatic Power Shift 4 Forward & 3 Reverse Speeds

	Differentials - Limited Slip Front & Rear Self Adjusting Brake Disc Clearance Torque Converter, Fixed Wheel Stator Electrical T/M Clutch Disconnect with Service Brake T/M Down Shift on Shift Control and Joy Stick Control Transmission Oil Level Gauge
ELECTRICAL:	Alternator, 60 Amp., 24 Volt Batteries, (2) 12 Volt, 100 Amp, 1050 CCA Starter, 24 Volt 6 KW Horn Hour Meter Lights: (2) Front Headlights with High / Low Beams (2) Stop Lights, Tail Lights & Directional Indicators (2) Front & Rear Floodlights Alarm Buzzer for:

	Transmission Overheat Engine Oil Pressure Coolant Temperature Electronic Monitoring & Display for: Fuel Level Gauge Engine Coolant Temperature Gauge Transmission Oil Temperature Gauge Speedometer Tachometer ECO Bar Transmission Actual Gear Transmission Gear Select Preheat Indicator Light Air Cleaner Clogging Warning Light Multi Function Gauge (can display one of the following at a time)

	Trip Meter Battery Voltage Total Time of Operation Left Turn and Hazard Warning Light Right Turn and Hazard Warning Light High Beam Indicator Light Work Light Indicator Light Reverse Fan Indicator Light Mirror Heater Indicator Light Parking Brake Indicator Light F/R (Forward/Reverse) Selector Indicator Light Brake Fluid Pressure Warning Light Charge Warning Symbol Engine Oil Pressure Warning Symbol Transmission Warning Symbol

	Engine Warning Symbol Water in Fuel Warnings Symbol DPF Regeneration Warning Symbol DPF High Temperature Warning Symbol Back-Up Alarm
TIRES:	Kumho or Hankook 20.5X25-16PR (L3) Bias
OTHER STANDARD EQUIPMENT:	Single Lever Control with FNR Control Buttons Air Cleaner with Pre-cleaner Engine Side Covers Boom / Float Drawbar and Pin Neutral Safety Start System Muffler Fenders, Front & Rear Ladders & Service Platforms Manuals, Parts & Operator's

	GPS with 1 Year Subscription Remote Drain Ports

PACKAGE ARRANGEMENT

CODE	DESCRIPTION	APPROX WEIGHT	LIST PRICE
DL250-3-US20	DL250 High Lift Base Machine With High Lift Front and Additional Counterweight With Out Bucket Steel Cab with Integrated ROPS/FOPS Tires: Kumho OR Hankook 20.5X25-16PR (L3) Bias	14,400KG	149,046.00

OPTIONAL EQUIPMENT - Factory Installed

N.S. = Non Stock options shipped from vendor freight collect do not include installation

OPTION	CODE	DESCRIPTION	LIST PRICE
LOADER BUCKET	26C	3.4YD3, GP PIN ON W/3 PIECE CUTTING EDGE	7,585
DIFFERENTIAL TYPE	DHL	HYDRAULIC DIFFERENTIAL LOCK	2,000
FENDER	FUL	FULL FENDER WITH RUBBER PROTECTOR	2,335
TIRE	BR7	TRIANGLE 20.5R25 (L3) RADIAL	1,870
	BR8	YOKOHAMA 20.5R25 (L3) RADIAL	6,440
	BRG	BRIDGESTONE 20.5R25 VJT (L3) RADIAL	7,350
	BR6	BRIDGESTONE 20.5R25 VMT (L3) RADIAL	7,350

H & V Equipment, Inc.
P.O. Box 909
Progreso, TX 78579

28-May-13

HIDALGO CO PCT # 4
1102 N. Doolittle Rd.
Edinburg, Tx. 78541

ATTN: Joseph Palacios / Roman Rodriguez

H & V Equipment, Inc is pleased to quote the following DOOSAN DX-490LC Hydraulic Excavator: These prices are off of the BuyBoard, Contract # 345-1.

One New DOOSAN DX490LC-3-US20 Excavator		$424,321.00
23' 4" Boom	(standard US20)	
11' 0" Arm	(standard US20)	
35.4" Triple Grouser Shoes	(standard US20)	
Vandalism Covers	(110921-00038)	2,850.44
48" Bucket	(HF65-048)	12,773.00
60" Bucket	(HF65-060)	14,132.00
Total List Price		$454,076.44
Less BuyBoard Discount	(12%)	54,489.17
Total		399,587.27
Less additional factory discount		4,100.27
Total BuyBoard Cost		$395,487.00

Delivery 60 to 120 Days

BUYBOARD CONTRACT # 345-1. ITEM 37, TRACKED EXCAVATORS. Make P. O. out to H & V Equipment with a copy of the P. O. to the BuyBoard attention Sharon McAfee @ Sharon.mcafee@tasb.org.

Thank you for the business you have given us in the past, and for the opportunity to bid this hydraulic excavator.

Yours Truly,

Thad R. Moore

Thad R. Moore

(956) 565-3788 Email: HVProgreso@aol.com **(956) 565-2252 Fax**

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

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Show 25 results

Narrow Results:

Vendor	Description	Pricing Sheet	Price	Qty	Add to Cart
H & V Equipment, Inc.	12% Discount Off Doosan Pricelist for Integrated Tool Carriers. **Texas Regions 1-3, 20 only.**	Pricing Sheet	$0.00		Add Show Details
H & V Equipment, Inc.	12% Discount Off Doosan Pricelist for Wheel Loaders. **Texas Regions 1-3, 20 only.**	Pricing Sheet	$0.00		Add Show Details
H & V Equipment, Inc.	12% Discount Off Doosan Pricelist for Wheel Excavators. **Texas Regions 1-3, 20 only.**	Pricing Sheet	$0.00		Add Show Details
H & V Equipment, Inc.	12% Discount Off Doosan Pricelist for Tracked Excavators. **Texas Regions 1-3, 20 only.**	Pricing Sheet	$0.00		Add Hide Details

Extended Product Information

Reference Number: 345-10

Brand: Doosan

Part Number: Catalog

Unit Measure: EA

Vendor Website: www.rqvequipment.com

Full Description: 12% Discount Off Doosan Pricelist for Tracked Excavators

H & V Equipment, Inc.	12% Discount Off Doosan Pricelist for Track & Wheel Material Handlers. **Texas Regions 1-3, 20 only.**	Pricing Sheet	$0.00		Add Show Details
H & V Equipment, Inc.	12% Discount Off Doosan Pricelist for Multi Terrain Loaders. **Texas Regions 1-3, 20 only.**	Pricing Sheet	$0.00		Add Show Details
H & V Equipment, Inc.	12% Discount Off Doosan Pricelist for Material Handlers. **Texas Regions 1-3, 20 only.**	Pricing Sheet	$0.00		Add Show Details

Showing 1 to 7 of 7 entries

	Rear View Camera Self-Diagnostic System Manuals, Parts and Operator's GPS 1 Year Subscription

PACKAGE ARRANGEMENT

CODE	DESCRIPTION	APPROX WEIGHT	LIST PRICE
DX490LC-3-US10	DX490LC-3 BASE MACHINE W/O BOOM, ARM and BUCKET NO BOOM NO ARM 34.5" (900 mm) TRIPLE GROUSER SHOES 12' 10" (3.9 M RETRACTED TRACK) NORMAL TRACK GUARD 20,283 LBS (9.2 METRIC TON) COUNTERWEIGHT ONE WAY AUXILIARY PIPING TO END OF THE ARM ONE WAY PILOT PIPING	48,200KG	376,389.00

OPTIONAL EQUIPMENT - Factory Installed

N.S. = Non Stock options shipped from vendor freight collect do not include installation

OPTION	CODE	DESCRIPTION	LIST PRICE
TRACK SHOE	750	29.5" (750 mm) TRIPLE GROUSER SHOE	-1,600
	800	31.5" (800 mm) TRIPLE GROUSER SHOE	-1,067
ONE-WAY PIPING	ONE	ONE WAY PILOT PIPING (STD. EQUIPMENT)	0
TWO-WAY PIPING(PE3C)	PE3	PE3C	6,000
STRAIGHT TRAVEL	STT	STRAIGHT TRAVEL	720

OPTION	CODE	DESCRIPTION	LIST PRICE
FUEL FILLER PUMP	FIL	FUEL FILLER PUMP	383
RAIN SHIELD	RAI	CAB RAIN SHIELD	267
FOGS GUARD	FOG	FOG (FALLING OBJECT GUARD)	2,600
CABIN FRONT GUARD	FUL	UPPER AND LOWER FRONT WINDOW GUARD	1,120
ADDITIONAL WORK LAMP	2LA	2 ADDITIONAL WORKING LAMPS	680
	6LA	6 ADDITIONAL WORKING LAMPS	1,360
ROTATING BEACON	ROB	ROTATING BEACON	440
LOWER WIPER	LOW	LOWER WIPER	240
ALTERNATOR	80A	80 AMP ALTERNATOR	360
FUEL DEHYDRATION	WIH	WATER SEPARATOR WITH HEATER	680
ENGINE COOLANT HEATER	DHR	DIESEL POWERED COOLANT HEATER	3,050
AIR COMPRESSOR	ACO	AIR COMPRESSOR	4,567

OPTIONAL EQUIPMENT - Dealer Installed

N.S. = Non Stock options shipped from vendor freight collect do not include installation

OPTION	DESCRIPTION	APPROX WEIGHT	LIST PRICE
110921-00038	VANDALISM COVERS (ROPS)	71.58	2,850.44
139304-01-A	3 INCH SEAT BELT	0.00	130.65
19406032	PLATE COMPACTOR -PCX220 FOR DX480/DX520	3,453.00	18,943.00

OPTION	DESCRIPTION	APPROX WEIGHT	LIST PRICE
DX480HK1	BREAKER KIT (B) SINGLE ACTING HKX	0.00	6,933.74
DX480HK2	THUMB KIT (T) DOUBLE ACTING HKX PIPING E	0.00	6,125.60
DX480HK3	BREAKER / THUMB (BT) SINGLE & DOUBLE ACT	0.00	9,864.14
HF65-030	1.38 CU YD 30" WIDTH BUCKET	2,847.00	10,169.00
HF65-036	1.75 CU YD 36" WIDTH BUCKET	3,134.00	11,413.00
HF65-042	2.13 CU YD 42" WIDTH BUCKET	3,376.00	12,303.00
HF65-048	2.50 CU YD 48" WIDTH BUCKET	3,619.00	12,773.00
HF65-060	3.27 CU YD 60" WIDTH BUCKET	4,104.00	14,132.00
QH120-H	HYDRAULIC QUICK COUPLER	2,535.00	11,982.00

Doosan Infracore America Price Pages are subject to change. Notice of changes will be communicated to Dealerships via email with updated price information available from the Doosan Infracore America web site.

STANDARD EQUIPMENT FOR BASE MACHINE

Engine	ISUZU AL-6WG1X; Variable Geometry Turbo Charged Air to Air Intercooler Electronically Controlled Common Rail Direct Injected Exhaust Gas Recirculation With DPF Filter Displacement 957 cu.in. 6 Cylinder Bore 147mm Diameter x 154mm Stroke Torque, 1431 ft. lbs @ 1,350 rpm

	370 HP(SAE J1349) Net Flywheel Horsepower @ 1800 rpm Auto Idle System Equipped with the Fuel Pre-filter with Water Separator Radiator Reserve Tank Large Capacity Double Element Air Cleaner with Evacuate Electronic Engine Speed Control Engine Overheat and Low Oil Pressure Prevention System High Idle 1950 ± 30 rpm, Low Idle 950 ± 25 rpm 24 V, 80 amp Alternator 24 V x 7.0 kW Starter 24V system, 2 x 12V batteries with 150AH Capacity
Hydraulic	Pilot Operated Control Valves, (9) Spools Main Pump: Tandem Bent Axis, Axial Piston Type, Max. Flow Rate 2 X 95.1 Gal./min. Pilot Circuit, Gear Type Pump Swing Motor, Axial Piston Type

	Swing Speed Control up to 8.7 RPM Maximum Swing Torque 145,490 ft.·lbs. Spring Set, Hydraulic-released Brakes Travel Motor: Axial Piston Type, Automatic 2-Speed Control Travel Speed (High/Low): 3.6 mph/2.0 mph Maximum Tractive Force 85,540 lbs. in low speed In-Shoe Design, Oil Disc Parking Brake Cross Sensing Pump Control for Fuel Saving Three Operating Modes, Four Power Modes Button Control of Flow in Auxiliary Equipment Circuits Button Control to Preset Attachment Flow and Pressure Computer-aided Pump Power Control e-EPOS (Electronic Power Optimizing System) Controller
Cab	Steel, All Weather Sound Suppressed ROPS Type Fully Automatic Controlled Air Conditioner with Heat 7" Multi-function Color LCD Monitor Panel

	Cigarette Lighter Door Locks Front Windshield Wiper with Washer Radio: MP3 Stereo with CD Player Audio Control Panel On/Off Switch, Control Volume, Channel Select Auxiliary Mode Switch J Engine Emergency Stop Switch Work Light Switch I Travel Speed Selector Switch Breaker, Power-up. Shear Switch Diesel Particulate Filter (DPF) Switch Safety Glass. Tinted Safety Lock Lever Heated Air Suspension with Seat Belt (2" Wide) Reclining, Height Adjustable

	Adjustable Arm Rests Sliding Control Console Skylight Pull Up Type Front Window Removable Lower Front Window with Storage Behind Seat Sliding Side Windows Front Window Air Defroster Travel Pedals with Hand Levers Emergency Breakout Tool Lunch Box with Hot & Cool Air 12V Power Socket Height Adjustable Control Stands Joystick Lever with 3 Switches, Two Button and One Rotate Cup Holder Room Light Serial Communication Port for Laptop PC Interface (DMS)

	Viscous Cab Mounts
Electrical	Lights: Hologen Working Light (2) Machine, (2) Boom Electric Horn Hour Meter Alarm Buzzer for: Engine Oil Pressure Coolant Temperature Electronic Monitor for: Engine Coolant Temperature Gauge Fuel Gauge Hydraulic Oil Temperature Gauge Multi-function Display for: Engine RPM Battery Voltage Front and Rear Hydraulic Pump Pressure

	ECO Gauge
	Hydraulic Oil Overheating Warning
	Fuel Shortage Warning
	Air Cleaner Clogging Warning
	Pilot Filter Clogging Warning
	Return Filter Clogging Warning
	Digital Clock
	Engine Check Warning Light
	Engine Oil Pressure Warning Light
	Charge Warning Light
	Preheat Indicator Light
	Coolant Temperature Warning Light
	Work Light Indicator Light
	Water in the Fuel Warning Light
	Diesel Particulate Filter (DPF) Regeneration Warning Light
	Diesel Particulate Filter (DPF) High Temperature Warning Light

Operation Modes for:	Power Mode Select Button (P+,P,S,E) Work Mode Selector Button (Excavation, Lifting, and Attachment) Flow Rate Control Auto Idle Select Button 4 Display Selection Buttons Rear View Camera Button Jog Switch to Control Monitor
Undercarriage	Track Guards and Chains with Adjusters Track Rollers: 2 and 1 (Center) Upper, (11) Lower Each Side Triple Grouser Shoes, 53 Each Side
Other	Joystick Pattern Change Valve Centralized Lube Points Centralized Lube Points Large Handrail Punched Metal Anti-slip Plates Engine Restart Prevention System Rear View Camera

AI-38969 **Purchasing Department 19. D. 1.**

CC REGULAR

Meeting Date: 06/11/2013

Submitted For: Yvonne Ramon, HC Elections Adm. **Submitted By:** Roy Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Pursuant to Texas Local Government code, 263.151 (1) approval to declare as "Salvage Property" including authority to remove the detailed items below from the Hidalgo County Surplus inventory, with the assistance of Facilities Management to dismantle and sell as scrap metal.

Asset Number	Description	Serial Number
13-0371	Total of 65 - Large Metal Boxes (15 x 11 x 17)	N/A
13-0372	Total of 6- Small Metal Boxes (13 1/2 x 8 1/2 x 8 1/2)	N/A

BACKGROUND

The 71 boxes are no longer of use to department. The boxes have not been used since the late eighties. The items are considered supplies and not part of the Elections Department Inventory.

Attachments

LGC 263.151

Metal Boxes

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	05/31/2013 10:26 AM
Budget & Management	Obdett Calzada	05/31/2013 11:34 AM
Obdett Calzada	Obdett Calzada	06/06/2013 08:22 AM
Auditor's Office	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Roy Garcia Started On: 05/28/2013 04:36 PM

Final Approval Date: 06/07/2013

LOCAL GOVERNMENT CODE

TITLE 8. ACQUISITION, SALE, OR LEASE OF PROPERTY

SUBTITLE B. COUNTY ACQUISITION, SALE, OR LEASE OF PROPERTY

CHAPTER 263. SALE OR LEASE OF PROPERTY BY COUNTIES

SUBCHAPTER D. DISPOSITION OF SALVAGE OR SURPLUS PROPERTY

Sec. 263.151. DEFINITIONS. In this subchapter:

(1) "Salvage property" means personal property, other than items routinely discarded as waste, that because of use, time, accident, or any other cause is so worn, damaged, or obsolete that it has no value for the purpose for which it was originally intended.

(2) "Surplus property" means personal property that:

(A) is not salvage property or items routinely discarded as waste;

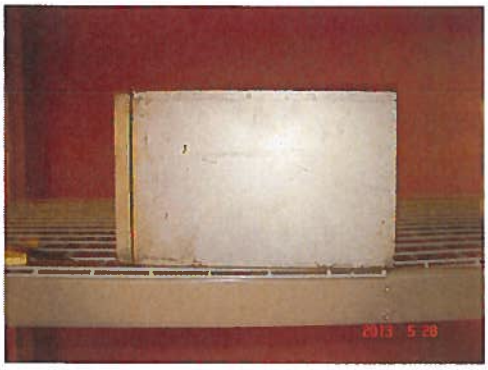
(B) is not currently needed by its owner;

(C) is not required for the owner's foreseeable needs; and

(D) possesses some usefulness for the purpose for which it was intended.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 61(b), eff. Aug. 28, 1989.

Small Metal Box (13 ½ * 8 ½ * 8 ½)





Large Metal Box (15*11*17)





AI-38915 **Purchasing Department 19. E. 1.**

CC REGULAR

Meeting Date: 06/11/2013

Submitted For: Martha Salazar **Submitted By:** Sandra Montalvo, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation for award of sole responding/qualifying vendor (Master Fibers Inc.) that submitted bid and met all specifications, and requirements with approval of contract for: "Hidalgo County Clerk's Office-Purchase, Removal & Related Services for Shredded & Recyclable Materials" (RFB No.2013-023-05-15-SMA.)

BACKGROUND

1. Current Contract expires: July 12, 2013
2. New Contract to commence: July 13, 2013
3. Contract document was reviewed and approved by legal counsel 05/29/13

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact for expenditure. Revenue generating only
On an "as needed basis"

Attachments

Depts recommendation, Participation, Tabulation

Form Review

Inbox	Reviewed By	Date
Purchasing Department		05/31/2013 10:26 AM
Budget & Management	Obdett Calzada	05/31/2013 11:34 AM
Manuel Chapa	Manuel Chapa	06/06/2013 02:10 PM
Auditor's Office	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Sandra Montalvo Started On: 05/22/2013

Final Approval Date: 06/07/2013

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Department's Recommendation)

TO: Arturo Guajardo, County Clerk
Hidalgo County Clerk's Office

ATTN: Armando Perez

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department

DATE: **May 17, 2013**

RE: BID AWARD RECOMMENTDATION REQUEST Bid No.: 2013-023-05-15-SMA- **HIDALGO COUNTY CLERK'S OFFICE- *"Purchase, Removal & Related Services for Shredded and Recyclable Materials"***

We received **one (1) bid responses** to the above mentioned project. Refer to enclosed copy of the bid tabulation sheet for your review and recommendation/non-recommendation. Please advise if you wish to proceed with this project so we can proceed with re-advertisement.

We need your response no later than **Friday, MAY 24, 2013 @ 3:00 p.m.** to be able to present to Commissioner's Court. Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department. **Via fax to (956)-318-2629 or via email to: sandra.montalvo@co.hidalgo.tx.us.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

RECOMMENDATION (BASIS)
Proceed with Project

Please include the budget account number(s) for the above reference project.

Budget Acct No.: _____

_____

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Arturo Guajardo Jr		5/23/13

Enclosures

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING SHEET

DEPARTMENT/BID DESCRIPTION-*"HIDALGO COUNTY CLERK'S OFFICE -"Purchase, Removal & Related Services for Shredded & Recyclable Materials"*

BID NO: 2013-023-05-15-SMA | **BID OPENING DATE & TIME: MAY 15, 2013 @ 9:30 A.M**

	NAME OF BIDDER: COMPANY/FIRM	BID REQUEST VIA*	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.s
1.	MASTER FIBERS, INC. Attn: Manuel Arredondo	Email	Sandra Montalvo	04/29/13	103 N. Veterans Blvd. Pharr, Texas 78577 Tel: (956) 783-0774 marredondo@masterfibers.com
2.	DDI attn: Doug Purl	Email	Sandra Montalvo	04/30/13	26162 FM 505 La Feria, Texas 78559. Tel: (956) 776-5954 dougpurl@peoplepc.com
3.	FRONTIER RECYCLING, INC attn: Kevin Bauer	Email	Sandra Montalvo	04/30/13	1226 N. Commerce Street Harlingen, Texas 78550 Tel: (956) 428-7407 Dbauer280@aol.com
4.	GREENSTAR RECYCLING attn: Tom Beatte	Email	Sandra Montalvo	04/30/13	2610 McCree Road Garland, Texas 78041 Tel: 214-366-3800 Tom.beatty@greenstar-na.com
5.	COMMAND LINE SYSTEMS Attn: Mike Rose	EMR	Sandra Montalvo	05/01/13	1 Chisholm Trail, Suite 230 Round Rock, TX 78681 Office: (512) 428-6303 x 4701 Mobile: (512) 567-0872 Fax: (512) 597-2895 www.commandlinesystems.net mike@commandlinesystems.net
6.	PRIME VENDOR INC. Attn: Kimberly Doumit	EMR	Sandra Montalvo	05/03/13	4622 Cedar Avenue Wilmington NC 28403 Phone: 800-746-9554 Fax: 800-746-8307 Email: bids20@prime-vendor.com

VIA: BIDDER LIST MAIL OUT (BLM)
IN PERSON (IP)
E-MAIL REQUEST (EMR)
TELEPHONE REQUEST (TR)
EMAILED (EM)

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY-COUNTY CLERK'S OFFICE

BID OPENING DATE: MAY 15, 2013	**BID OPENING TIME:** 9:30 A.M.
DESCRIPTION OF BID: ***"Purchase, Removal & Related Services For Shredded And Recyclable Materials"***	
BID NO: 2013-023-05-15-SMA	**BUYER: Sandra Montalvo**

PROPOSED VENDOR		**REVENUE TO THE COUNTY**			
	ACKNOWLEDGED ☑	**DESCRIPTION OF SERVICE**		**USD/LB**	**UND/TON**
1)	MASTER FIBERS INC.	PAPER	Loose	**$0.01**	**$20.00**
			Bagged	**$0.01**	**$20.00**
			Baled	**$0.02**	**$40.00**
		CARDBOARD	Loose	**$0.005**	**$10.00**
			Bagged	**$0.005**	**$10.00**
			Baled		
		ALUMINUM		**$0.03**	**$60.00**
		PLASTIC		**-0-**	**0-0**
		OTHER			

Zimbra **sandra.montalvo@co.hidalgo.tx.us**

Fwd: C13-023-06-11-Master Fibers INC

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us> Wed, May 29, 2013 09:48 AM

Subject : Fwd: C13-023-06-11-Master Fibers INC

To : Yolanda Velasquez <yolanda.velasquez@co.hidalgo.tx.us>, Leticia H. Saenz <leticia.saenz@co.hidalgo.tx.us>, Sandra Montalvo <sandra.montalvo@co.hidalgo.tx.us>

From: "Steve Crain" <scrain@atlashall.com>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Wednesday, May 29, 2013 7:53:37 AM
Subject: RE: C13-023-06-11-Master Fibers INC

The Master Fibers agreement is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, May 28, 2013 3:24 PM
To: Steve Crain
Cc: Yolanda Velasquez; Leticia H. Saenz; Sandra Montalvo
Subject: Fwd: C13-023-06-11-Master Fibers INC

Mr. Crain:
Please review and comment as to form.
Thanks,
Marty S.

From: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Cc: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>, "Sandra Montalvo" <sandra.montalvo@co.hidalgo.tx.us>, "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>
Sent: Tuesday, May 28, 2013 2:39:36 PM
Subject: C13-023-06-11-Master Fibers INC

Mrs. Marty,

Please forward to legal -"Service Contract " for Purchase, Removal & Related Services for Shredded and Recyclable Materials for review to award to sole bidder the above mentioned for H.C. Clerk's Department.

Thanks

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-13-023-06-11

THIS CONTRACT is made and entered into this **11th** day of **JUNE , 2013** by and between the **County of Hidalgo, Texas** ("County"), and **MASTER FIBERS, INC.,** (Company").

WHEREAS, Company responded to advertised notices for bids for **Purchase, Removal & Related Services for Shredded & Recyclable Material" (on an as needed basis)** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to **Hidalgo County**. This Contract does not extend to any third

parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the Specifications contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by **Hidalgo County Clerk's Office** ("the Project Manager") or its designated agent(s). Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year**, commencing on **July 13**, **2013** and expiring on **July 12**, **2014** with County's option to extend/renew for an additional one (1) year period, with fixed prices per ton and/or pound. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all

persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. All weigh tickets will be processed at the County Clerk's Office with a representative of the County Clerk's Office observing same. Company agrees to pay the County the amounts specified in Exhibit "B" attached hereto, payable against weight tickets submitted by the Company to Hidalgo County Treasurer's Office with Copy to the Hidalgo County Clerk's Office, within thirty (30) days of submitting such pick up/weight tickets.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: The County of Hidalgo
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company: Master Fibers Inc.
Attn: Manuel Arredondo
103 N. Veterans Blvd.
Pharr, Texas 78577

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon sixty (60) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators,

legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Lessee under this Agreement, Lessee may terminate this Agreement upon sixty (60) days written notice to Lessor. Lessee agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Lessee pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

18. **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 the parties hereto, and not otherwise.

WITNESS our hands in duplicate originals this _____ day of _____, 2013.

APPROVED AS TO FORM
Atlas, Hall & Rodriguez, L.L.P.

By:_____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

By:_____
Arturo Guajardo, Jr., County Clerk

COMPANY:

By:_____

Printed Name: _____

Title: _____

EXHIBIT “A”

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

LEGAL NOTICE

REQUEST FOR BID

Hidalgo County Clerk's Office

"Purchase, Removal & Related Services for Shredded & Recyclable Materials"

RFB No: 2013-023-05-15-SMA

Bid No: 2013-023-05-15-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626 ext. 4865

REQUEST FOR BIDS

HIDALGO COUNTY CLERK'S OFFICE

"Purchase, Removal & Related Services for Shredded and Recyclable Materials"

BID OPENING DATE: May 15, 2013 @ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 281 Administration Building
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for ***PURCHASE, REMOVAL & RELATED SERVICES FOR SHREDDED AND RECYCLABLE MATERIALS- Hidalgo County-Clerk's Office*** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2013-023-05-15-SMA-"PURCHASE, REMOVAL & RELATED SERVICES FOR SHREDDED AND RECYCLABLE MATERIALS – Hidalgo County Clerk's Office** and in County's Purchasing Department, 2802 S Business Highway 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, MAY 15, 2013.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS-2013-023-05-15-SMA-RFB-PURCHASE, REMOVAL & RELATED SERVICES FOR SHREDDED AND RECYCLABLE MATERIALS – Hidalgo County Clerk'S Office"

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County**.**

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; **B.** reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and **C.** award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. <u>DELIVERY INSTRUCTIONS:</u>

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order and Contract Number (if any)
  d) Notation-**"PURCHASE, REMOVAL & RELATED SERVICES FOR SHREDDED AND RECYCLABLE MATERIALS -Hidalgo County-Clerk's Office"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County – Auditor's Office
Ray Eufracio, County Auditor
2812 S. Business 281
Edinburg, Texas 78539
(956)318-2511

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 AM	**MAY 15, 2013**
Award of Contract	_____, 2013
Commence Work or Deliver Products	_____, 2013

18. BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT (if applicable):

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch.

2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. DISCLOSURE OF CONFLICT OF INTEREST

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract awarded to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY CLERKS Office
"Purchase, REMOVAL & RELATED SERVICES FOR SHREDDED AND RECYCLABLE MATERIALS"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S Business Highway 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

REQUEST FOR BID

Hidalgo County Clerk's Office

"Purchase, Removal & Related Services for Shredded & Recyclable Materials"

RFB No: 2013-023-05-15-SMA

EXHIBIT "A"

Specifications/Requirements
Hidalgo County Clerk's Office
"Purchase, Removal and Related Services- for Shredded and Recyclable Materials"
RFB No.: 2013-023-05-15-SMA

The Hidalgo County Clerk's Office currently recycles (shreds) its own discarded paper as well as paper from other County Departments. In an effort to more efficiently utilize County assets, the County Clerk wishes to implement a program to generate revenue from the sale of recyclable materials including, but not limited to, paper, cardboard, aluminum and plastic products. Although the program will commence with those departments for which the County Clerks currently provides shredding services, Hidalgo County reserves the right and option to expand this program to include (at a time that is determined and recommended by the County Clerk) those County departments as yet not part of the project.

SCOPE:

Hidalgo County-Clerk's Office, "the Project Manager", is seeking qualified companies to bid on the purchase and removal of recyclable materials and award a contract for the **"Purchase, Removal & Related Services for Shredded & Recyclable Materials"** on an **"As Needed Basis":**

SERVICE LOCATIONS and POINT OF CONTACT (POC):

- ***Current Sites:***
  - Records Management Warehouse – 317 N. Closner, Edinburg, Texas 78539
    POINT OF CONTACT (POC)

1st	Armando Perez Jr.	(956) 318-2100 ext. 6107	(956) 292-7676
2nd	Aleida Ramirez	(956) 318-2100 ext. 6109	(956) 292-7000
3rd.	Fernando Gomez	(956) 318-2100 ext. 6109	(956) 292-7000

  - San Carlos Warehouse- E. Sh. 107 & 6th Street San Carlos, Texas 78539
    POINT OF CONTACT (POC)

1st	Armando Perez Jr.	(956) 318-2100 ext. 6107	(956) 292-7676
2nd	Fernando Gomez	(956) 318-2100 ext. 6109	(956) 292-7000
3rd.	Aleida Ramirez	(956) 318-2100 ext. 6109	(956) 292-7000

BIDDER(S) MINIMUM REQUIRMENTS:

Interested and qualified Bidder(s) that meet the Minimum Requirements are invited to submit a Procurement (Bid) Packet.

1. The Bidder(s) must be able to accept any loose, bagged and/or baled paper, cardboard, aluminum and plastic etc.

2. The Bidder shall schedule pick-up on the first and third Monday of the Month unless there is a holiday, which shall then be picked-up on the following business day. Hidalgo County reserves the right to change scheduling for pickup of materials on a weekly basis.

3. Bidder(s) must provide a bin(s) or pallet(s) as needed to either site, in which all material will be placed in and removed by the Bidder.

4. The Bidder must have the ability to pick-up materials from two designated areas and the proper equipment to load the container with the shredded-destroyed material to sell (i.e., forklift, etc.)

5. The Bidder must have the ability to leave a container at either site.

6. Hidalgo County must have access to the vendor's facility if needed, to ensure the materials are being disposed properly.

7. Bidder must include a copy of the scale ticket.

8. Bidder must also provide the process of what happens to the shredded/destroyed material, once it has left the County's possession.

9. The Bidder must also provide a summary report of the material sold, if needed by the Hidalgo County Departments utilizing services.

TERMS AND CONDITIONS:

1. Term of contract is for one (1) year period with the County's option to renew contract for an additional one (1) year term, with fixed prices per ton and/or pound.

2. County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the contract term due to an unforeseen delay in the award of a new bid for next contract term.

3. As consideration for rendering the Services provided for in the Contract, the Company agrees to pay the County the amounts specified in Exhibit "B" attached hereto, payable against weight tickets submitted by the Company to Hidalgo County Treasurer's Office with copy to the Hidalgo County Clerk's Office, within thirty (30) days of submitting such pick-up/weight tickets.

4. This Agreement may be terminated either party without cause upon sixty (60) days written notice.

5. County will seek purchases from state awarded Bidder(s) whenever it is, in its best interest to do so.

6. Bid award will be made to the most qualified, responsive, responsible bidder meeting all specifications and/or requirements.

7. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s), and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next most qualified bidder. In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

8. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the county determines it is in its best interest to do so.

9. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

10. The successful bidder will indemnify and hold harmless the County, and its officers, officials, and employees, agents and attorneys for any and all claims and expenses arising out of our related to the performance of the contract awarded pursuant hereto.

11. County, upon request, shall be furnished with samples of all proposed containers, together with written construction specifications for the same.

ADDITIONAL INFORMATION:
Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent, Attn: Sandra Montalvo at 2802 South Business Hwy 281, Edinburg, Texas 78530.TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIREIS WILL BE ACDEPTED VIA FACSIMILE (956) 318-2629 OR VIA EMAIL: sandra.montalvo@co.hidalgo.tx.us NO LATER THAN 5:00 P.M., WEDNESDAY, May 08, 2013. Responses to said inquires will be sent to all applicants via email by no later than 5:00 p.m, FRIDAY, May 10, 2013.

EXHIBIT "B"

BID PAGE

REQUEST FOR BID

Hidalgo County Clerk's Office

"Purchase, Removal & Related Services for Shredded & Recyclable Materials"

RFB No: 2013-023-05-15-SMA

EXHIBIT "B"

BID PAGE

Hidalgo County Clerk's Office

"Purchase, Removal and Related Services- for Shredded and Recyclable Materials"

RFB No.: 2013-023-05-15-SMA

TYPE OF SERVICE		AMOUNT PAID TO THE COUNTY	
		USD/LB	USD/TON
PAPER	Loose		
	Bagged		
	Baled		
CARDBOARD	Loose		
	Bagged		
	Baled		
ALUMINUM			
PLASTIC			
OTHER			

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO.'S: _____

CELLULAR PHONE: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EMAIL: _____

EXHIBIT "C"

INSURANCE REQUIREMENTS

REQUEST FOR BID

Hidalgo County Clerk's Office

"Purchase, Removal & Related Services for Shredded & Recyclable Materials"

RFB No: 2013-023-05-15-SMA

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(Other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an **additional insured** shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 03/11/11

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					DUCTS – COMP/OP GG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

NOTICE TO BIDDER:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bond (if applicable)_____
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds (if applicable), certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

EXHIBIT "D"

CIQ FORM
CONFLICT OF INTEREST QUESTIONNAIRE

REQUEST FOR BID

Hidalgo County Clerk's Office

"Purchase, Removal & Related Services for Shredded & Recyclable Materials"

RFB No: 2013-023-05-15-SMA

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006. Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

VENDOR'S APPLICATION

&

W-9 FORM

REQUEST FOR BID

Hidalgo County Clerk's Office

"Purchase, Removal & Related Services for Shredded & Recyclable Materials"

RFB No: 2013-023-05-15-SMA

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or Fax (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name:	**Telephone No. ( )**
dba Name:	
Legal Name:	
Mailing Address :	**Fax No. ( )**
Physical Address:	
City, State, Zip	**Tax I.D. No.**
Remit to Address :	**City, State, Zip**
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ **(Please attached completed W-9 form with this application)**

Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business: **Disadvantaged Business (At Least 51% Ownership)**

☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status: _____

Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other_____

Address: _____ City: _____ State: _____ Zip:

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

Employer identification number

		–						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CERTIFICATION REGARDING DEBARMENT

REQUEST FOR BID

Hidalgo County Clerk's Office

"Purchase, Removal & Related Services for Shredded & Recyclable Materials"

RFB No: 2013-023-05-15-SMA

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

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

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

DRAFT SERVICE CONTRACT

REQUEST FOR BID

Hidalgo County Clerk's Office

"Purchase, Removal & Related Services for Shredded & Recyclable Materials"

RFB No: 2013-023-05-15-SMA

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-13-023-00-00

THIS CONTRACT is made and entered into this _____day of _____ _____, **2013** by and between the **County of Hidalgo, Texas** ("County"), and _____ _____ ("Company").

WHEREAS, Company responded to advertised notices for bids for **Purchase, Removal & Related Services for Shredded & Recyclable Material" (on an as needed basis)** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

DRAFT

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the Specifications contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by **Hidalgo County Clerk's Office** ("the Project Manager") or its designated agent(s). Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year**, commencing on _____ _____, **2013** and expiring on _____, **2014** with County's option to extend/renew for an additional one (1) year period, with fixed prices per ton and/or pound. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads

DRAFT

and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. All weigh tickets will be processed at the County Clerk's office with a representative of the County Clerk's Office observing same. Company agrees to pay the County the amounts specified in Exhibit "B" attached hereto, payable against weight tickets submitted by the Company to Hidalgo County Treasurer's Office with Copy to the Hidalgo County Clerk's Office, within thirty (30) days of submitting such pick up/weight tickets.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this

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Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: The County of Hidalgo
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company: _____
_____
_____

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon

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sixty (60) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Lessee under this Agreement, Lessee may terminate this Agreement upon sixty (60) days written notice to Lessor. Lessee agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Lessee pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

18. **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 the parties hereto, and not otherwise.

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WITNESS our hands in duplicate originals this _____ day of _____, 2013.

APPROVED AS TO FORM
Atlas, Hall & Rodriguez, L.L.P.

By:_____
Hon. Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By: _____
Hon. Ramon Garcia, County Judge

By:_____
Hon. Arturo Guajardo, Jr., County Clerk

COMPANY:

By:_____
Printed Name: _____
Title: _____

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EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

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EXHIBIT "B"
VENDOR'S BID

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EXHIBIT "C"
INSURANCE REQUIREMENTS

DRAFT

EXHIBIT “B”
VENDOR’S BID PAGE

EXHIBIT "B"

BID PAGE

Hidalgo County Clerk's Office

"Purchase, Removal and Related Services- for Shredded and Recyclable Materials"

RFB No.: 2013-023-05-15-SMA

TYPE OF SERVICE		AMOUNT PAID TO THE COUNTY	
		USD/LB	USD/TON
PAPER	Loose	$0.01	$20.00
	Bagged	$0.01	$20.00
	Baled	$0.02	$40.00
CARDBOARD	Loose	$0.005	$10
	Bagged	$0.005	$10
	Baled	/	/
ALUMINUM		$0.03	$60.00
PLASTIC		$0.00	$0.00
OTHER		/	/

OPENED
10:09
5-15-13
Witnessed

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

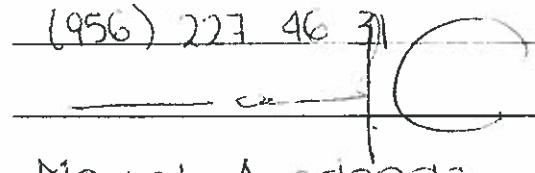
BIDDER/COMPANY NAME: Master Fibers Inc

ADDRESS: 103 N Veterans Blvd

CITY/STATE/ZIP CODE: Pharr Texas 78577

PHONE & FAX NO.'S: (956) 783 07 74 / (956) 783 92 91

CELLULAR PHONE: (956) 227 96 31

AUTHORIZED SIGNATURE: 

PRINTED NAME: Manuel Arredondo

TITLE: Plant Manager

EMAIL: marredondo@masterfibers.com

EXHIBIT “C”
INSURANCE REQUIREMENTS

RECEIVED FEB 06 2013 4:18

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/1/2013

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: Karen Gonzales
Aon Risk Services Southwest, Inc. 5555 San Felipe, Suite 1500 Houston TX 77056	PHONE (A/C, No, Ext): (832) 476-6665 FAX (A/C, No): (312) 381-0702 E-MAIL ADDRESS: karen.gonzales@aon.com PRODUCER CUSTOMER ID #:

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Master Fibers, Inc. 1710 E. Paisano El Paso TX 79901	INSURER A: Landmark American Insurance Co.	33138
	INSURER B: North River Insurance Company	21105
	INSURER C: Texas Mutual Insurance Co	22945
	INSURER D: Praetorian Insurance Co,	37257
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** Cert ID 28715 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	Y	Y	LHA136665	1/31/2013	1/31/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
d	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	Y	Y	PICHU0002250	1/31/2013	1/31/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
b	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $			5811013224	1/31/2013	1/31/2014	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF00012476982013013	1/31/2013	1/31/2014	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate Holder is included as an Additional Insured on the General Liability and Automobile Liability as required by written contract but limited to the operations of the Insured under said contract, and always subject to the policy terms, conditions and exclusions.
Continued on page 2.

CERTIFICATE HOLDER

Hidalgo County
Attn Purchasing Dept
2812 S. Highway 281

Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Aon Private Risk Management Insurance Agency, Inc.

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DESCRIPTION OF OPERATIONS SECTION CONTINUED

DATE
2/1/2013

CERTIFICATE HOLDER:
Hidalgo County
Attn Purchasing Dept
2812 S. Highway 281

Edinburg TX 78539

INSURED:
Master Fibers, Inc.

1710 E. Paisano
El Paso TX 79901

DESCRIPTION OF OPERATIONS CONTINUED:

Waiver of subrogation is granted in favor of the certificate holder as required by written contract but limited to the operations of the insured under said contract, with the respect to the General Liability, Automobile Liability and Workers Compensation, and always subject to the policy terms, conditions and exclusions.

AI-39148 **Closed Session 20. C.**

CC REGULAR

Meeting Date: 06/11/2013

Submitted For: Roberto Villarreal **Submitted By:** SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Musketeer - Tax Abatement.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/07/2013 09:56 AM
Manuel Chapa	Manuel Chapa	06/07/2013 01:24 PM
Purchasing Department	Monica Badillo	06/07/2013 05:22 PM

Form Started By: SANDRA DELEON Started On: 06/07/2013 09:51 AM

Final Approval Date: 06/07/2013

AI-39088 **Closed Session 20. D.**

CC REGULAR

Meeting Date: 06/11/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-2749-13-G; Leihliana Ruelas and Deyanira Ruelas v. Hidalgo County Sheriff Department and Gilbert Flores

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/05/2013 01:17 PM
Purchasing Department	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Monica Badillo Started On: 06/05/2013 11:00 AM

Final Approval Date: 06/07/2013

AI-39090 **Closed Session 20. E.**

CC REGULAR

Meeting Date: 06/11/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-0929-12-F; Johnny Partain v. Constable J.E. "Eddie" Guerra, Hidalgo County Precinct 4 in his official capacity and individually, and et al

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/05/2013 01:17 PM
Purchasing Department	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Monica Badillo Started On: 06/05/2013 11:07 AM

Final Approval Date: 06/07/2013

AI-39078 **Closed Session 20. F.**

CC REGULAR

Meeting Date: 06/11/2013

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of State Farm Insurance Company

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/05/2013 01:16 PM
Purchasing Department	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Aida Alvarez Started On: 06/04/2013 02:59 PM

Final Approval Date: 06/07/2013

AI-39095 **Closed Session 20. G.**

CC REGULAR

Meeting Date: 06/11/2013

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Chuck Vallbaum

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/05/2013 01:17 PM
Purchasing Department	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Aida Alvarez Started On: 06/05/2013 11:35 AM

Final Approval Date: 06/07/2013

AI-39149 **Open Session 21. C.**

CC REGULAR

Meeting Date: 06/11/2013

Submitted For: Roberto Villarreal **Submitted By:** SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Musketeer - Tax Abatement.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/07/2013 02:36 PM
Purchasing Department	Monica Badillo	06/07/2013 05:22 PM

Form Started By: SANDRA DELEON Started On: 06/07/2013 09:54 AM

Final Approval Date: 06/07/2013

AI-39089 **Open Session 21. D.**

CC REGULAR

Meeting Date: 06/11/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-2749-13-G; Leihliana Ruelas and Deyanira Ruelas v. Hidalgo County Sheriff Department and Gilbert Flores

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/05/2013 01:17 PM
Purchasing Department	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Monica Badillo Started On: 06/05/2013 11:02 AM

Final Approval Date: 06/07/2013

AI-39091 **Open Session 21. E.**

CC REGULAR

Meeting Date: 06/11/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-0929-12-F; Johnny Partain v. Constable J.E. "Eddie" Guerra, Hidalgo County Precinct 4 in his official capacity and individually, and et al

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/05/2013 01:17 PM
Purchasing Department	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Monica Badillo Started On: 06/05/2013 11:08 AM

Final Approval Date: 06/07/2013

AI-39080 **Open Session 21. F.**

CC REGULAR

Meeting Date: 06/11/2013

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of State Farm Insurance Company

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/05/2013 01:16 PM
Purchasing Department	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Aida Alvarez Started On: 06/04/2013 03:02 PM

Final Approval Date: 06/07/2013

AI-39096 **Open Session 21. G.**

CC REGULAR

Meeting Date: 06/11/2013

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Chuck Vallbaum

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/05/2013 01:17 PM
Purchasing Department	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Aida Alvarez Started On: 06/05/2013 11:39 AM

Final Approval Date: 06/07/2013

From: Josephine L. Ramirez
To: "Monica Badillo"
Cc: michael.garza@da.co.hidalgo.tx.us
Subject: RE: Donna Museum agreement
Date: Friday, June 07, 2013 9:43:21 AM

Monica,

I have reviewed the attached museum funding agreement and approve as to the form of the agreement.

Josephine Ramirez Solis
Assistant Criminal District Attorney
County Affairs Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

****
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****

From: Monica Badillo [mailto:monica.badillo@co.hidalgo.tx.us]
Sent: Friday, June 07, 2013 9:12 AM
To: josephine.ramirez@da.co.hidalgo.tx.us
Cc: michael.garza@da.co.hidalgo.tx.us
Subject: Donna Museum agreement

Hi Josie,
Please review for agenda purposes. This is the same as last year.
Thanks,

Monica Badillo, Court Administrator
County of Hidalgo Executive Office
2818 S. Bus. Hwy. 281
Edinburg, Texas 78539
(956) 292-7025 ext. 5404
(956) 292-7034 (fax)