AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
March 25, 2014
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a REGULAR MEETING of the Commissioners' Court will be held at Edinburg Council Chambers, 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**

2. **Pledge of Allegiance**

3. **Prayer**

4. **Approval of Consent Agenda**

5. **Open Forum**

6. **County Judge's Office:**

A. **AI-43665** Resolution in Honor of Luisa Daniel

B. **AI-43664** Resolution in Honor of Adelfa Garcia

C. **AI-43728** Presentation of Hidalgo County RMA Strategic Plan

D. **AI-43742** Authorization for County Judge to sign letter of certification of contiguous census tracts in Webb County, Zapata County, Starr County and Hidalgo County, Texas, as a single Targeted Employment Area for the Civitas Laredo Regional Center ("CLRC") as it pertains to Hidalgo County.

7. **Executive Officer - Valde Guerra:**

A. 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation" and authority to submit letter of engagement.

B. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:
1) Renovations to Former Administration Building 1st and 2nd Floors
2) Update on other ongoing county owned building construction and renovation repair projects
3) Emergency situations occurring since last agenda meeting

C. **AI-43732** Facilities Management:
Requesting permission to construct a Guard Shack for Security Personnel at the Modular Buildings Area of the Courthouse with authority to obtain necessary permits/documents and authorize Executive Officer to sign related documents

D. **AI-43563** WIC:
1. Requesting authorization for Norma Longoria to attend the 2014 NWA Annual Networking Conference in Pittsburgh, PA. on May 17-21, 2014.
2. Requesting authorization for Norma Longoria, Margarita Miller and Blanca Colunga to attend the Spring 2014 Lactation Counselor Training Course and Certified Lactation Counselor Certification Exam. in Tampa, Florida on June 1-7, 2014.

E. **AI-43696** 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 the County Auditor:

Vendor	Invoice #	Date	Amount
Ivan's Automotive	51449	12/20/13	$14.50

8. **Human Resources - Esther Cortez:**

A. **AI-43543** District Clerk's Office (1100):
1. Approval of the following personnel actions:

Action	Dept/Program	Slot #	Position Title	Proposed / Budgeted Salary
Delete	090-001	0014	Deputy District Clerk II	$33,528.00
Create	090-001	0079	Bookkeeper II	$33,528.00

2. Approval of revised salary schedule.

B. **AI-43674** Planning Department (1100)/Planning and Engineering (1200):
1. Approval of the following personnel actions:

Action	Slot #	Position Title	Dept	Proposed/Budgeted Salary
Delete	0002	Subdivision Inspector	210-002	$35,391.00
Create	0024	Administrative Assistant III	210-001	$35,000.00

2. Approval of interfund transfer.
3. Approval of revised salary schedule(s).

9. **Sheriff's Office:**

A. **AI-43550** Authorization and Approval to apply for the FY2014 State Criminal Alien Assistance Program (SCAAP) with the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice.

B. **AI-43554** 1. Approval of Certification of Revenues as certified by the County Auditor for the 2014 L.E.O.S.E. allocation to the Sheriff's Office in the amount of $42,531.50.

2. Approval of Budget Amendment to appropriate the 2014 L.E.O.S.E. Allocation from the State Comptroller in the amount of $42,531.50.

C. **AI-43734** 1. Approval to accept the FY2013 Operation Stonegarden Grant from the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA) in the amount of $3,321,163.51 passed through TX Dept. of Public Safety.
2. Authorization to pay Overtime reimbursable under the grant terms and conditions.
3. Authorization for County Judge, as authorized official, to sign (and initial) award and required documents.
4. Approval of Certification of Revenues as certified by the County Auditor for the FY2013 Operation Stonegarden Grant.
5. Approval to appropriate the budget for the Sheriff's Office portion of the FY2013 Operation Stonegarden Grant in the amount of $1,600,000.00.

10. Health & Human Services Department - Eddie Olivarez

A. Health Care Funding District:

1. Discussion and/or action, including but not limited to Health Care Funding District and/or Expenditures

B. Indigent Health Care Program:

1. Discussion and/or action, including but not limited to Indigent Health Care Program and 1115 Waiver and/or Expenditures

11. Adult Probation - Arnold K. Patrick:

A. **AI-43588** 1. Request approval to accept the Prostitution Prevention Program Grant from the Office of the Governor - Criminal Justice Division (CJD); effective until August 31, 2014 in the amount of $ 150,000.00
2. Approval of Resolution to establish the Prostitution Prevention Program in Hidalgo County and authorize County Judge to sign Resolution
3. Approval of certification of revenues by County Auditor in the amount of $ 150,000.00
4. Approval of appropriation of funds in the amount of $150,000.00

12. Facilities Management:

A. **AI-43587** Requesting approval to process the following invoices as claims with authority for County Treasurer to issue payment after review, audit, and processing procedures are completed by the County Auditor.

Date	Vendor	Invoice#	Amount
3/1/14	Waste Management	4914280-1177-0	122.83
3/1/14	Waste Management	4914281-1177-8	128.93
3/1/14	Waste Management	4914279-1177-2	100.85
		Total:	**352.61**

13. IT Department - Renan Ramirez

A. **AI-43427** VARIOUS DEPARTMENTS
Authorization and approval to upgrade wireless equipment to model number MHS291L and to change account number for MDN 956-310-1305 through the County's membership/participation with CONTRACT: DIR-SDD-1779 with VERIZON WIRELESS for the following:

Qty:	Description:	Department:	User/ID:	Equipment:	Cost:	MDN:
5	Upgrade	Justice Court	Office Use	Data Card	0	956-358-3309, 956-358-3310, 956-483-9710, 956-587-2865 & 956-929-7938
5	Upgrade	Info. Tech.	Office Use	Data Card	0	956-429-8639, 956-587-2679, 956-587-2832, 956-587-2847 & 956-587-2866
1	Upgrade	Public Affairs	Office Use	Data Card	0	956-310-1305
3	Upgrade	County Clerks	Office Use	Data Card	0	956-587-2447, 956-587-2462 & 956-929-1835
1	Upgrade	District Clerks	Office Use	Data Card	0	956-587-1269
3	Upgrade	Juvenile Prob.	Office Use	Data Card	0	956-578-1993, 956-578-2401 & 956-578-2827
5	Upgrade	Comm. Pct. 4	Office Use	Data Card	0	956-578-3177, 956-578-3164, 956-358-1407, 956-221-2293 & 956-221-2292
2	Upgrade	Purchasing	Office Use	Data Card	0	956-310-8530 & 956-310-8594
2	Upgrade	County Auditor	Office Use	Data Card	0	956-358-1076 & 956-587-2852
1	Upgrade	County Court at Law #7	Office Use	Data Card	0	956-342-1143
1	Upgrade	WIC	Office Use	Data Card	0	956-929-1042

Qty:	Description:	Department:	User/ID:	Equipment:	Cost:	MDN:
1	Delete Acct# 4-1100-415-00-110-006-0-532	County Judge	Office Use	Data Card	0	956-310-1305
1	Transfer to Acct# 4-1100-413-00-110-077-0-532	Public Affairs	Office Use	Data Card	0	956-310-1305

14. **Urban County - Diana Serna:**

A. **AI-43527** Urban County Program on behalf of the City of Alton is requesting authority to purchase fire station equipment through Hidalgo County's membership and participation with Buyboard approved vendor Casco Industries, (contract # 363-10) in the amount of $87,724.16 (two quotes attached hereto) to include shipping fees. City of Alton funds under UCP Years 22, 23 & 24 (2009, 2010 & 2011) Fire Station/ Equipment funds will be utilized.

B. **AI-43579** The County of Hidalgo Urban County Program (UCP) is disclosing that Genaro Tafolla, who has applied for assistance under the Community Housing Development Organization (CHDO) Program with the Affordable Homes of South Texas, Inc. (AHSTI) is related to an employee of AHSTI.

C. **AI-43557** The Urban County Program is requesting the award of bids and approval of contracts for the demolition and reconstruction of the following:

1. (1) Unit in the City of Edcouch and (1) unit in the City of Mercedes in the amount of $97,950.00 to A-One Insulation.

D. **AI-43586** Urban County Program, on behalf of Precinct No.1, is requesting approval of Amendment No. 1 to the existing contract agreement for appraisal services with Leonel Garza Jr. & Associates under the General Land Office (GLO) Contract No. 12-406-000-6453/DRS210068, Pct. 1 Delta Area Connector/ East Lateral Project. The amendment will increase the professional service contract amount from $100,000.00 to $102,000.00 for a total increase of $2,000.00.

E. **AI-43583** Urban County Program, on behalf of Precinct No.1, is requesting approval of Amendment No. 1 to the existing contract agreement for appraisal services with HLH Appraisal Services under the General Land Office (GLO) Contract No. 12-406-000-6453/DRS210068, Pct. 1 Delta Area Connector/ East Lateral Project. The amendment will increase the professional service contract amount from $22,500.00 to $22,950.00 for a total increase of $450.00.

F. **AI-43582** On behalf of the City of Alamo, Urban County Program is requesting consideration and action to award and enter into a construction contract with Vanguard Engineering, LLC, being the lowest bidder meeting all specifications and/or requirements, for the Texas Department of Agriculture (TDA) Contract No. 713005, in the amount of $323,375.00. The project consists of first-time rehabilitation single-unit residential sewer services within colonias located in the City of Alamo's extraterritorial jurisdiction: Campo Alto Subdivision, Gudalupe Subdivision Phases 1-3, Val-Bar Estates Ph. I, Rancho Escondido and Salazar Subdivision

15. **TX. Agri-Life Extension Services:**

A. **AI-43637** Approval to process the following Texas A&M AgriLife Extension Service invoice as a claim with authority for County Treasurer to issue check after auditing procedures are completed by County Auditor.

Date	Vendor	Invoice#	Amount
1/3/14	TX A&M AgriLife Extension Service	A401242	$231.40

B. **AI-43520** Texas A&M AgriLife Extension Service:

Presentation by Barbara Storz, County Coordinator and Dr. Ruben Saldana, District Administrator on 2013 Making A Difference Annual Report.

16. **WIC - Norma Longoria:**

A. **AI-43606** 1. Requesting approval to reimburse Norma Longoria in the amount of $49.99, for the purchase of small microwave oven for the WIC Mobile which needed replacement through Req. # 253689.

2. Requesting approval to reimburse Norma Longoria in the amount of $30.00, for the payment of IBCLC Care award application fee in the amount of $30.00 through Req. # 253689.

B. **AI-43647** WIC (1292):
1. Approval of Amended WIC Contract # 2014-045054-001A between Hidalgo County Health and Human Services WIC Program and The Department of State Health Services (DSHS) to extend the contract period thru September 30,2014.
2. Authorization for the County Judge to sign amended WIC contract(s) 2014-045054-001A.

17. **Auditor's Office - Ray Eufracio:**

A. **AI-43609** Requesting approval to submit the "Pro Rata Tobacco Settlement Distribution County Expenditure Statement - 2014" to the Department of State Health Services, and authorize County Judge to execute the report.

18. **Planning Department - Raul Sesin:**

A. **AI-43663** 1. Consideration and possible action to adopt Order Establishing Rules for Roadside Vendors as authorized by Transportation Code Section 285.001

2. Preliminary Approval with Variance Request
a. Rancho Escondido Acres Subdivision – Pct. 3 (Jaime Marroquin)

3. Preliminary Approval
a. Myrna Subdivision – Pct. 4 (Myrna Salinas)
b. Red Gate Subdivision – Pct. 4 (South Texas Electric Coop)

4. Final Approval
a. Macedonia Christian Academy – Pct. 1 (Santiago Curling)
b. Cielo Lindo Subdivision – Pct. 1 (Kyndel Bennett)

5. Final Approval with Financial Guarantee
a. Concho Heights Unit 2 – Pct. 4 (Kyndel Bennett)

6. Reimbursement of a Cash Deposit
a. Sendero Trails No. 2 Subdivision – Pct. 4 (Megaware Corp)

19. **Precinct #3 - Comm. Flores:**

A. **AI-43711** Appointment of member to the Housing Authority Board

20. **HIDTA - Task Force - Dora Munoz:**

A. **AI-43689** Authorization and approval to accept the following:
1. Memorandum of Understanding between Hidalgo County HIDTA Task Force and the Hidalgo County Constable's Office, Precinct 3.
2. Memorandum of Understanding between Hidalgo County HIDTA Task Force and the McAllen Independent School District Police Department.

B. **AI-43677** HIDTA Task Force (1291):
1. Authorization and approval to accept Award No. G14SS0002A between Hidalgo County and the Executive Office of the President-Office of National Drug Control Policy in the amount of $685,705.00 for grant period 01/01/14 to 12/31/2015.
2. Approval of certification of revenues as certified by the Hidalgo County Auditor for the HIDTA Task Force Grant.
3. Approval of appropriation of funds for the Hidalgo County HIDTA Task Force in the amount $685,705.00.
4. Approval of salary schedule.

21. **Budget & Management - Sergio Cruz:**

A. **AI-43562** Precinct No.1 TxDOT Agreements:

1. Discussion, consideration, acceptance and approval of Advance Funding Agreement between Hidalgo County and Texas Department of Transportation for Off-System Bridge Replacement project at 11th Street, 0.70 miles East of FM 493 at Drainage Ditch. (CSJ: 0921-02-304) with authority for County Judge to sign all appropriate documentation.

2. Approval to issue check payable to Texas Department of Transportation in the amount of $701.00 for local participation of preliminary engineering costs and with County Treasurer to issue check after review and processing procedures are completed by the County Auditor.

3. Approval of 2014 interfund transfer from CO's 2006 (1336) to TxDOT (1315) in the total amount of $5,844.00 for 11th Street Bridge Replacement project (CSJ:0921-02-304).

B. **Budget Appropriations:**

1. **AI-43545** Jail Landmark (1100):
A. Approval to undesignate the amount of $5,125,171.98 in the year 2014 for expenditures related to repairs and maintenance of the County Jail in connection with the Landmark case settlement agreement, case#C-3123-03-I.
B. Approval of 2014 appropriation of funds in the amount of $4,921,353.88 to fund related expenditures.

2. **AI-43556** Co. Clerk's Record Mgmt (1237):
Approval of 2014 appropriation of funds in the amount of $4,800.00.

3. **AI-43555** County Clerk's Record Archive (1100):
Approval of 2014 appropriation of funds in the amount of $2,700.00.

22. **Purchasing Department - Marty Salazar:**
Notes:
A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. **Hidalgo County**

1. **AI-43733** Approval of Construction Change Directive #4 (as drafted/submitted through project architect, Alcocer/Garcia & reviewed/concurred by construction manager, Prodigy) to change all interior hollow metal frames to frameworks frames in an amount not to exceed $3,575.00 (without impact on quality or function) so as to give general contractor, D. Wilson Construction the notice to proceed to order.

2. **AI-43735** Requesting authority to advertise/publish a Request for Proposals with Qualifications for: Compliance Testing of Hidalgo County's Elections Machines (hardware/software) in accordance with applicable Standards approved by the State of Texas and/or Federal Government for such Electronic Voting Machine Systems with possible Forensic Analysis of the 2014 March Primary Election with the drafting of the scopes of work/requirements/qualifications and all other pertinent information to be in cooperation with applicable parties identified by HCCC.

B. Pct. 2

1. **AI-43736** a. Requesting approval of Authorization No. 1 (Construction Change Directive) to place additional select fill for the building pad in the amount of $28,309.72 (allowance) in connection with the "Hidalgo Co. Pct 2 Equipment Maintenance Facility" from contracted vendor, Holchemont, Ltd., and as recommended by project architect, ERO Architects with authority for County Judge or Court member to execute document;

   b. Requesting approval of Change Order No. 1 to add 28 calendar days to complete additional select fill for the building pad, in connection with "Hidalgo Co. Pct 2 Equipment Maintenance Facility" from contracted vendor, Holchemont, Ltd., and as recommended by project architect, ERO Architects with authority for County Judge or Court member to execute document;

   c. Pursuant to TXLGC 262.031 and in the interest of expediting a project's progress, requesting authority/approval for the Precinct Commissioner or designee to execute change orders that involve ...'an increase or decrease in cost of $50,000.00 or LESS...'. The original contract price may not be decreased by 18 % or more without the consent of the contractor";

   d. Approval of Request for Payment-Application No. 1 in the amount of $120,107.55 from Holchemont, Ltd. awarded contractor for the, "Hidalgo Co. Pct 2 Equipment Maintenance Facility", and as certified for payment by project architect, ERO Architects, C-13-096A-12-20.

C. WIC

1. **AI-43669** Presentation for acceptance and approval of an "First Amendment" to the current lease agreement with Jose I. Ramirez for the "Lease of Office Space in Roma, Texas," to reflect a modification to the renovated floor plan which increases the square footage by 562 square feet.

D. District Attorney

1. **AI-43639** a. Requesting Exemption from Competitive Bidding Requirements under the Texas Local Government Code 262.024(a)(4), a professional service;

   b. Authority to enter into a negotiated professional service contract with James R. Wade for the provision of Professional Consultant Services for Information Technology effective upon approval.

E. Sheriff's Office:

1. **AI-43632** A. Acceptance and approval of the final negotiated contract with **LCS Corrections Services, Inc.,** for **"Placement, Housing, Detention and Supervision of Inmates for Hidalgo County"** in both the **"LCS Brooks, LLC (Brooks County)** and **LCS Hidalgo, LLC (La Villa)** Facilities located in South Texas;

   B. Requesting rescission of action on Agenda Item #9.T. AI#43546-#2 -CC meeting of 03-18-14 for approval of an inter-local cooperation agreement between Hidalgo & Brooks Counties (as yet not executed by either County) as it is no longer necessary/need given the action taken above and herein.

23. **Closed Session:**
Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

A. Real Estate Acquisition

B. Pending and/or potential litigation

C. **AI-43698** CL-14-0359-E; Mary Lou Gomez, individually and a/n/k of Alexandro Rodriguez, minor v. Hidalgo County

D. **AI-43708** Claim of Francisco Ramon

E. **AI-43703** Claim of Hidalgo County vs Chenyere Letitia Oji

F. **AI-43707** Claim of Hidalgo County vs Roberto Ysaguirre, Jr.

24. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. **AI-43699** CL-14-0359-E; Mary Lou Gomez, individually and a/n/k of Alexandro Rodriguez, minor v. Hidalgo County

D. **AI-43710** Claim of Francisco Ramon

E. **AI-43706** Claim of Hidalgo County vs Chinyere Letitia Oji

F. **AI-43709** Claim of Hidalgo County vs Roberto Ysaguirre, Jr.

25. **Closed Session:**
Commissioners' Court may reconvene into Closed Session for the discussion regarding the agenda items listed

26. **Open Session:**
Commissioners' Court may reconvene into Open Session for the discussion regarding the agenda items listed

27. **Adjourn**

AI-43665 **County Judge's Office 6. A.**

CC REGULAR

Meeting Date: 03/25/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Resolution in Honor of Luisa Daniel

BACKGROUND

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/19/2014 12:48 PM
Purchasing Department	Monica Badillo	03/21/2014 04:46 PM

Form Started By: Monica Badillo Started On: 03/19/2014 11:06 AM

Final Approval Date: 03/21/2014

RESOLUTION IN HONOR OF MARIA LUISA DANIEL

WHEREAS, Mrs. Maria Luisa Daniel is being honored for her continued commitment and outstanding work to the patients of the Hidalgo County Mercedes WIC Clinic for the last 35 years; and

WHEREAS, Mrs. Daniel was born on October 15, 1954 in Plainview, Texas and raised in Mercedes, Texas to the late Juan T. Urbina and Consuelo C. Urbina; and

WHEREAS, In February of 1979, she joined The Hidalgo County WIC Clinic in Mercedes, Texas as a WIC Clerk and when the use of computers was implemented she was promoted to Computer Clerk; and

WHEREAS, Mrs. Daniel will be retiring after 35 years of employment with the Hidalgo County Mercedes WIC Clinic and through her job she developed many true friendships with the patients of the City of Mercedes; and

WHEREAS, Mrs. Daniel truly enjoyed her job due to the leadership of Hidalgo County WIC Director Norma Longoria and Supervisor Dora Trevino, who enstilled confidence and compassion; and

WHEREAS, upon entering retirement, Mrs. Daniel has plans of traveling and taking a long overdue family vacation with her two sons, Frank Trevino and Jason Anthony Cantu.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners' Court hereby recognizes and honors Ms. Maria Luisa Daniel for her exceptional service, devotion, and commitment to the citizens of Hidalgo County, and on this day wishes her a long, healthy and productive retirement.

Dated this 25th day of March, 2014.

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-43664 **County Judge's Office 6. B.**

CC REGULAR

Meeting Date: 03/25/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Resolution in Honor of Adelfa Garcia

BACKGROUND

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/19/2014 12:43 PM
Purchasing Department	Monica Badillo	03/21/2014 04:46 PM

Form Started By: Monica Badillo Started On: 03/19/2014 11:05 AM

Final Approval Date: 03/21/2014

RESOLUTION IN HONOR OF ADELFA GARZA

WHEREAS, Mrs. Adelfa Garza is being honored for her exceptional work and dedication after serving with distinction and interegrity for 36 years at the Hidalgo County Mercedes WIC Clinic ; and

WHEREAS, Mrs. Garza was born on November 6, 1952 in Pontiac, Michigan to Mr. Manuel Maldonado and Mrs. Ophelia McCarthy, and moved to Mercedes, Texas in 1977 after marrying her husband of 44 years, Mr. Jaime Garza; and

WHEREAS, In February of 1978, she joined The Hidalgo County WIC Clinic in Elsa, Texas as a floater and was soon transferred to the Mercedes WIC Clinic where she obtained on the job training and was promoted to the Laboratory Department, she then became a WIC Certified Specialist after receiving her certification; and

WHEREAS, Mrs. Garza will be entering retirement after 36 years of working with the residents at the Hidalgo County Mercedes WIC Clinic and takes with her the many years of empathy and compassion she has shown to her patients; and

WHEAREAS, Mrs. Garza leaves her second home and the great leadership of Hidalgo County WIC Director Norma Longoria and Supervisor Dora Trevino, whose exceptional work ethic is part of the reason why she enjoyed her position for so long.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court hereby recognizes and honors Mrs. Adelfa Garza for her outstanding service, dedication, and commitment during her 36 years of service to the citizens of Hidalgo County, and on this day wishes her a long, healthy and fruitful retirement.

Dated this 25th day of March, 2014.

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-43728 **County Judge's Office 6. C.**

CC REGULAR

Meeting Date: 03/25/2014

Submitted For: Michael Leo **Submitted By:** SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Presentation of Hidalgo County RMA Strategic Plan

BACKGROUND

Attachments

plan

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/21/2014 10:52 AM
Glinda Pacheco	Glinda Pacheco	03/21/2014 12:52 PM
Purchasing Department	Monica Badillo	03/21/2014 04:46 PM

Form Started By: SANDRA DELEON Started On: 03/21/2014 09:39 AM

Final Approval Date: 03/21/2014

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

HCRMA Board of Directors
Dennis Burleson, Chairman
Josue Reyes, Vice-Chairman
Ricardo Perez, Secretary/Treasurer
Michael Cano, Director
R. David Guerra, Director
Forrest Runnels, Director
Alonzo Cantu, Director

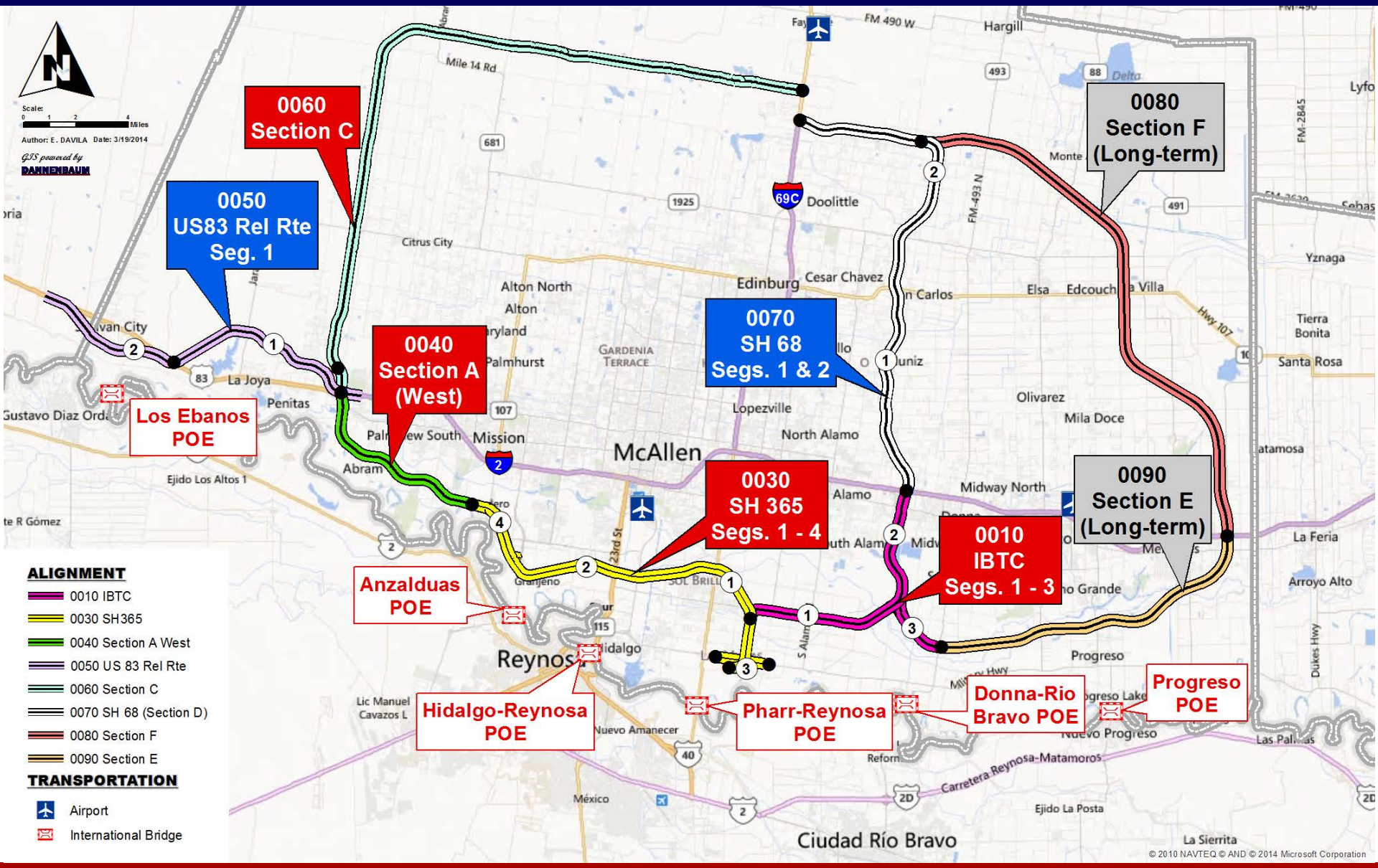
HCRMA Staff
Pilar Rodriguez, P.E., Executive Director
Flor E. Koll, Program Administrator

Program Management Consultant
DANNENBAUM ENGINEERING CORP

STRATEGIC PLAN UPDATE 2014

Strategic Plan Update 2014

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY



Short Term Strategic Plan Summary

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

DANNENBAUM – PROGRAM MANAGER

Project Name	Env. Clearance	Project Letting	Constr. Ends	Length (Miles)	Project Cost ($M)	Project Funding / Other Notes
SH 365 Ph 1 (Seg. 3) (nontoll)	10/2014	09/2014	06/2016	1.84	$ 25.3	Federal Funds $1.5M; State Funds $5.6M Cat 10 CBI; Local Funds $18.2M (VRF Bond Proceeds); Fully Funded
SH 365 Ph 1 (Segs. 1&2) (tollroad)	10/2014	09/2015	06/2018	13.31	$ 232.1	Env. Clearance & Land purchase for Segs. 1-4; Local Funds: $118.9M (Cash & VRF/Toll Rev. Bond Proceeds); SH 365 AFA Bond Proceeds of $113.2M; Fully Funded with a TxDOT AFA of $13.7M/yr for 10 years
IBTC (Segs. 1-3) (tollroad)	05/2015	09/2015	06/2018	13.06	$ 196.9	Funding Shortfall of $103.6M for CC; Local Funds: $70.7M (Cash and VRF/Toll Rev. Bond Proceeds); Can meet letting date assuming $126.2M in IBTC AFA Bond Proceeds; Requires a separate TxDOT AFA of $15.2M/yr for 10 years
SH 365 Ph 2 (Seg. 4) (tollroad)	10/2014	09/2015	06/2018	2.65	$ 44.6	Funding Shortfall of $36.3M for Eng./ROW/CC on Seg. 4; Can meet letting date assuming $44.8M in additional SH 365 AFA Bond Proceeds; Requires an additional TxDOT AFA of $5.39M/yr for 10 years
Total for Short Term Strategic Plan:				*30.9*	*$ 498.8*	

TxDOT AFA Summary

HCRMA Project	AFA Bond Issue	AFA Sources	TxDOT Reimbursement Structure
SH 365 Segs. 1-3	$137M	Cat 12: $112M & $25M IBTC Match	$13.7M/year for 10 years
IBTC Segs. 1-3	$151.7M	To be requested by Stakeholders	$15.2M/year for 10 years
SH 365 Seg. 4	$53.9M	To be requested by Stakeholders	$5.4M/year for 10 years

Total AFA Reimbursements: $34.3M/year for 10 years

Note: If additional TxDOT funds are available beyond an AFA for the IBTC, then a modified Short Term Strategy may include additional AFA funds to cover the remaining SH 365 Segment 4 development.

AI-43742 **County Judge's Office 6. D.**

CC REGULAR

Meeting Date: 03/25/2014

Submitted For: Michael Leo **Submitted By:** SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Authorization for County Judge to sign letter of certification of contiguous census tracts in Webb County, Zapata County, Starr County and Hidalgo County, Texas, as a single Targeted Employment Area for the Civitas Laredo Regional Center ("CLRC") as it pertains to Hidalgo County.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

letter

1

2

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/21/2014 03:53 PM
Glinda Pacheco	Glinda Pacheco	03/21/2014 04:11 PM
Purchasing Department	Monica Badillo	03/21/2014 04:46 PM

Form Started By: SANDRA DELEON Started On: 03/21/2014 03:47 PM

Final Approval Date: 03/21/2014

[LETTERHEAD]

February 11, 2014

Civitas Laredo Regional Center, LLC
1601 Bryan Street, Suite M-200
Dallas, Texas 75201
Attention: Daniel J. Healy, Chief Executive Officer

RE: Targeted Employment Area Designation

Dear Mr. Healy:

On October 24, 2011, Texas Governor Rick Perry delegated his authority to certify that a particular geographic or political subdivision meets the unemployment rate criteria to qualify as a Targeted Employment Area (as such term is defined at 8 CFR §204.6(e), "TEA") to, among others, county judges in the State of Texas, as the appropriate governmental body(ies) of the state to carry out such certifications. Specifically, Governor Perry's letter provided as follows:

> *"County judges of each affected county may jointly designate areas of high unemployment in the event that a particular area of high unemployment is located within the boundaries of two or more contiguous counties."*

Pursuant to that authority, we hereby certify the geographic area comprised of the below-listed grouping of contiguous census tracts in Webb County, Zapata County, Starr County and Hidalgo County, Texas, as a single Targeted Employment Area for the Civitas Laredo Regional Center ("CLRC"):

- Census Tract 103.02, Cameron County
- Census Tract 104.02, Cameron County
- Census Tract 105, Cameron County
- Census Tract 109, Cameron County
- Census Tract 110, Cameron County
- Census Tract 111, Cameron County
- Census Tract 112, Cameron County
- Census Tract 113.01, Cameron County
- Census Tract 113.02, Cameron County
- Census Tract 115, Cameron County
- Census Tract 116, Cameron County
- Census Tract 117, Cameron County
- Census Tract 118.01, Cameron County
- Census Tract 118.02, Cameron County
- Census Tract 119.01, Cameron County
- Census Tract 119.02, Cameron County
- Census Tract 119.03, Cameron County
- Census Tract 120.01, Cameron County
- Census Tract 120.02, Cameron County
- Census Tract 121.01, Cameron County
- Census Tract 121.02, Cameron County
- Census Tract 122, Cameron County
- Census Tract 123.04, Cameron County
- Census Tract 124.01, Cameron County
- Census Tract 124.02, Cameron County
- Census Tract 125.04, Cameron County
- Census Tract 125.05, Cameron County
- Census Tract 125.06, Cameron County
- Census Tract 125.07, Cameron County
- Census Tract 125.08, Cameron County
- Census Tract 126.07, Cameron County
- Census Tract 126.08, Cameron County
- Census Tract 126.09, Cameron County
- Census Tract 126.12, Cameron County
- Census Tract 126.13, Cameron County
- Census Tract 127, Cameron County
- Census Tract 128, Cameron County
- Census Tract 129, Cameron County
- Census Tract 130.02, Cameron County
- Census Tract 130.03, Cameron County

[LETTERHEAD]

- Census Tract 130.04, Cameron County
- Census Tract 131.02, Cameron County
- Census Tract 131.04, Cameron County
- Census Tract 131.06, Cameron County
- Census Tract 132.03, Cameron County
- Census Tract 132.04, Cameron County
- Census Tract 132.05, Cameron County
- Census Tract 132.06, Cameron County
- Census Tract 132.07, Cameron County
- Census Tract 133.03, Cameron County
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- Census Tract 136, Cameron County
- Census Tract 137, Cameron County
- Census Tract 138.01, Cameron County
- Census Tract 138.02, Cameron County
- Census Tract 139.01, Cameron County
- Census Tract 139.02, Cameron County
- Census Tract 139.03, Cameron County
- Census Tract 140.01, Cameron County
- Census Tract 140.02, Cameron County
- Census Tract 141, Cameron County
- Census Tract 142, Cameron County
- Census Tract 143, Cameron County
- Census Tract 144, Cameron County
- Census Tract 145, Cameron County
- Census Tract 9801, Cameron County
- Census Tract 213.02, Hidalgo County
- Census Tract 213.03, Hidalgo County
- Census Tract 214.01, Hidalgo County
- Census Tract 214.03, Hidalgo County
- Census Tract 214.04, Hidalgo County
- Census Tract 215, Hidalgo County
- Census Tract 216, Hidalgo County
- Census Tract 217.02, Hidalgo County
- Census Tract 218.03, Hidalgo County
- Census Tract 218.04, Hidalgo County
- Census Tract 218.05, Hidalgo County
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- Census Tract 224.01, Hidalgo County
- Census Tract 224.02, Hidalgo County
- Census Tract 225.01, Hidalgo County
- Census Tract 225.02, Hidalgo County
- Census Tract 226, Hidalgo County
- Census Tract 227.01, Hidalgo County
- Census Tract 227.02, Hidalgo County
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- Census Tract 231.02, Hidalgo County
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- Census Tract 235.11, Hidalgo County
- Census Tract 235.12, Hidalgo County
- Census Tract 235.13, Hidalgo County
- Census Tract 235.14, Hidalgo County
- Census Tract 235.15, Hidalgo County
- Census Tract 236, Hidalgo County
- Census Tract 237, Hidalgo County
- Census Tract 238.01, Hidalgo County
- Census Tract 238.02, Hidalgo County
- Census Tract 239.03, Hidalgo County
- Census Tract 240, Hidalgo County

[LETTERHEAD]

- Census Tract 241.11, Hidalgo County
- Census Tract 241.12, Hidalgo County
- Census Tract 242.01, Hidalgo County
- Census Tract 244.02, Hidalgo County
- Census Tract 244.03, Hidalgo County
- Census Tract 244.04, Hidalgo County
- Census Tract 245, Hidalgo County
- Census Tract 246, Hidalgo County
- Census Tract 9501.04, Starr County
- Census Tract 9501.05, Starr County
- Census Tract 9501.06, Starr County
- Census Tract 9501.07, Starr County
- Census Tract 9501.08, Starr County
- Census Tract 9502.02, Starr County
- Census Tract 9502.03, Starr County
- Census Tract 9502.04, Starr County
- Census Tract 9504.01, Starr County
- Census Tract 9504.02, Starr County
- Census Tract 9505, Starr County
- Census Tract 9506, Starr County
- Census Tract 9507.01, Starr County
- Census Tract 9507.02, Starr County
- Census Tract 1.01, Webb County
- Census Tract 1.05, Webb County
- Census Tract 1.06, Webb County
- Census Tract 1.07, Webb County
- Census Tract 1.08, Webb County
- Census Tract 1.09, Webb County
- Census Tract 2, Webb County
- Census Tract 3, Webb County
- Census Tract 6.01, Webb County
- Census Tract 6.02, Webb County
- Census Tract 7, Webb County
- Census Tract 8, Webb County
- Census Tract 9.01, Webb County
- Census Tract 9.03, Webb County
- Census Tract 9.04, Webb County
- Census Tract 10.01, Webb County
- Census Tract 10.03, Webb County
- Census Tract 10.04, Webb County
- Census Tract 11.01, Webb County
- Census Tract 11.03, Webb County
- Census Tract 11.04, Webb County
- Census Tract 11.05, Webb County
- Census Tract 12.01, Webb County
- Census Tract 12.02, Webb County
- Census Tract 13, Webb County
- Census Tract 14.01, Webb County
- Census Tract 14.02, Webb County
- Census Tract 15.01, Webb County
- Census Tract 15.02, Webb County
- Census Tract 16.01, Webb County
- Census Tract 16.02, Webb County
- Census Tract 18.06, Webb County
- Census Tract 18.07, Webb County
- Census Tract 18.08, Webb County
- Census Tract 18.09, Webb County
- Census Tract 18.10, Webb County
- Census Tract 18.11, Webb County
- Census Tract 18.12, Webb County
- Census Tract 18.13, Webb County
- Census Tract 18.17, Webb County
- Census Tract 18.18, Webb County
- Census Tract 19, Webb County
- Census Tract 9800, Webb County
- Census Tract 9503.01, Zapata County
- Census Tract 9503.02, Zapata County
- Census Tract 9504, Zapata County

We make this certification based on the reasonable methodology employed by Vermillion Consulting, LLC, in preparing that certain economic study dated January 21, 2014 (the "Economic Study"). As demonstrated in the Economic Study, the TEA designated hereby has experienced unemployment of at least 150% of the national average and therefore meets the definition of a TEA found at 8 CFR §204.6(e).

[LETTERHEAD]

Best regards,

_____

Joe Rathmell
County Judge
Zapata County, Texas

[LETTERHEAD]

Best regards,

_____

Eloy Vera
County Judge
Starr County, Texas

[LETTERHEAD]

Best regards,

Ramon Garcia
County Judge
Hidalgo County, Texas

[LETTERHEAD]

Best regards,

_____

Carlos Cascos
County Judge
Cameron County, Texas

Vermilion Consulting LLC
10 Tetilla Road
Santa Fe, NM 87508
kim@consultvermilion.com
580-478-5483

10 February 2014

Civitas Capital Management, LLC
1601 Bryan Street, Suite M-200
Dallas, Texas 75201 U.S.A.

Dear Mr. Healy,

Per your request, I have developed EB-5 qualifying unemployment data for census tracts in Laredo, Texas and tracts extending south and east to Brownsville, TX. The data were derived using the methodologies prescribed by the Bureau of Labor Statistics (BLS) Local Area Unemployment (LAUS) branch. By way of background, I served as Chief Economist for USCIS from 2009 to 2011, and I am quite familiar with the laws concerning the EB-5 investor visa program and the required procedures for determining whether an investment location qualifies as a targeted employment area (TEA). During my tenure at U.S. Citizenship and Immigration Services (USCIS), I worked directly with the LAUS branch to educate states on TEA methodology best practices. Presently, I am a private sector consultant handling a broad range of EB-5 related matters, including job creation analysis and TEA determinations.

On December 11, 2009, USCIS issued a policy memorandum, a portion of which covered TEA determinations. There, USCIS clarified that TEA determination should be made as of the date the I-526 petition is filed with USCIS, and according to data made available to the public by BLS/LAUS. It is common in the LAUS program to use the Census Share Methodology to derive reliable unemployment data at the census tract level. See *USCIS Stakeholder's Presentation*, www.uscis.gov (December 16, 2010 and May 1, 2012) for additional information on USCIS's guidance on the use of Census Share Methodology to determine TEAs. This methodology recognizes that it is reasonable to calculate census tract-to-county labor force ratios, and then use those ratios with current county-level labor force data to derive the specific census tract figures.

In my analysis, based on Census Share Methodology, I used American Community Survey (ACS) 2011 data for the purpose of defining the established ratios of census tract-to-county data. Next, I used current county-level unemployment rates (2012 annual average U.S. unemployment rate) to determine qualifying census tracts with unemployment above the current required threshold of 12.15%.[1]

Data Sources and Calculations:

- For census tract-level data, I use ACS 2011
- For county-level data, I use ACS 2011 and BLS 2012 (as applicable – see below)

[1] The 2012 annual average U.S. unemployment rate was 8.1%; TEA threshold calculation is 8.1 x 150% = 12.15%

To determine the proportion of the civilian labor force and unemployed I use the following calculations:

ACS 2011 Tract Civilian Labor Force ÷ ACS 2011 County Civilian Labor Force = Civilian Labor Force (CLF) Factor

ACS 2011 Tract Unemployed ÷ ACS 2011 County Unemployed = Unemployed (UNE) Factor

Next, I take the factors described above and apply them to the 2012 BLS county annual average civilian labor force and unemployed numbers.

CLF Factor x 2012 Annual Average County Civilian Labor Force = 2012 Census Tract CLF

UNE Factor x 2012 Annual Average County Unemployed = 2012 Census Tract UNE

I then calculate the actual individual unemployment rate for each census tract with the following formula:

(2012 Census Tract UNE ÷ 2012 Census Tract CLF) x 100 = Individual Tract Unemployment Rate

The table below outlines the TEA census tracts, including corresponding derived civilian labor force and unemployed data, for the entire proposed Laredo TEA. The resulting unemployment rate for the entire contiguous area totals 12.18%, which is above the required threshold of 12.15%.

Laredo Project, LAUS 2012 ACS 2011	2012 CT CLF	2012 CT UNE	TEA Unemployment Rate
Census Tract 103.02, Cameron County, Texas	2,601	335	
Census Tract 104.02, Cameron County, Texas	2,362	91	
Census Tract 105, Cameron County, Texas	1,036	144	
Census Tract 109, Cameron County, Texas	433	72	
Census Tract 110, Cameron County, Texas	985	83	
Census Tract 111, Cameron County, Texas	615	93	
Census Tract 112, Cameron County, Texas	642	28	
Census Tract 113.01, Cameron County, Texas	716	79	
Census Tract 113.02, Cameron County, Texas	2,064	60	
Census Tract 115, Cameron County, Texas	2,444	364	
Census Tract 116, Cameron County, Texas	2,698	338	
Census Tract 117, Cameron County, Texas	2,602	474	
Census Tract 118.01, Cameron County, Texas	2,530	377	
Census Tract 118.02, Cameron County, Texas	1,357	145	
Census Tract 119.01, Cameron County, Texas	1,812	360	
Census Tract 119.02, Cameron County, Texas	1,837	64	

Laredo Project, LAUS 2012 ACS 2011	2012 CT CLF	2012 CT UNE	TEA Unemployment Rate
Census Tract 119.03, Cameron County, Texas	887	219	
Census Tract 120.01, Cameron County, Texas	1,919	144	
Census Tract 120.02, Cameron County, Texas	2,231	86	
Census Tract 121.01, Cameron County, Texas	1,621	112	
Census Tract 121.02, Cameron County, Texas	1,934	439	
Census Tract 122, Cameron County, Texas	5,202	641	
Census Tract 123.04, Cameron County, Texas	1,978	238	
Census Tract 124.01, Cameron County, Texas	2,852	291	
Census Tract 124.02, Cameron County, Texas	2,143	114	
Census Tract 125.04, Cameron County, Texas	7,408	360	
Census Tract 125.05, Cameron County, Texas	3,467	409	
Census Tract 125.06, Cameron County, Texas	1,690	35	
Census Tract 125.07, Cameron County, Texas	2,591	366	
Census Tract 125.08, Cameron County, Texas	1,254	105	
Census Tract 126.07, Cameron County, Texas	905	141	
Census Tract 126.08, Cameron County, Texas	1,459	241	
Census Tract 126.09, Cameron County, Texas	3,322	438	
Census Tract 126.12, Cameron County, Texas	3,152	316	
Census Tract 126.13, Cameron County, Texas	2,605	391	
Census Tract 127, Cameron County, Texas	2,636	328	
Census Tract 128, Cameron County, Texas	1,868	161	
Census Tract 129, Cameron County, Texas	1,903	76	
Census Tract 130.02, Cameron County, Texas	2,227	175	
Census Tract 130.03, Cameron County, Texas	821	169	
Census Tract 130.04, Cameron County, Texas	1,433	139	
Census Tract 131.02, Cameron County, Texas	1,471	223	
Census Tract 131.04, Cameron County, Texas	1,780	155	
Census Tract 131.06, Cameron County, Texas	1,370	260	
Census Tract 132.03, Cameron County, Texas	507	69	
Census Tract 132.04, Cameron County, Texas	873	61	
Census Tract 132.05, Cameron County, Texas	1,606	187	
Census Tract 132.06, Cameron County, Texas	1,118	90	
Census Tract 132.07, Cameron County, Texas	1,650	248	
Census Tract 133.03, Cameron County, Texas	1,884	306	
Census Tract 133.05, Cameron County, Texas	1,870	194	
Census Tract 133.06, Cameron County, Texas	1,109	206	
Census Tract 133.07, Cameron County, Texas	588	50	

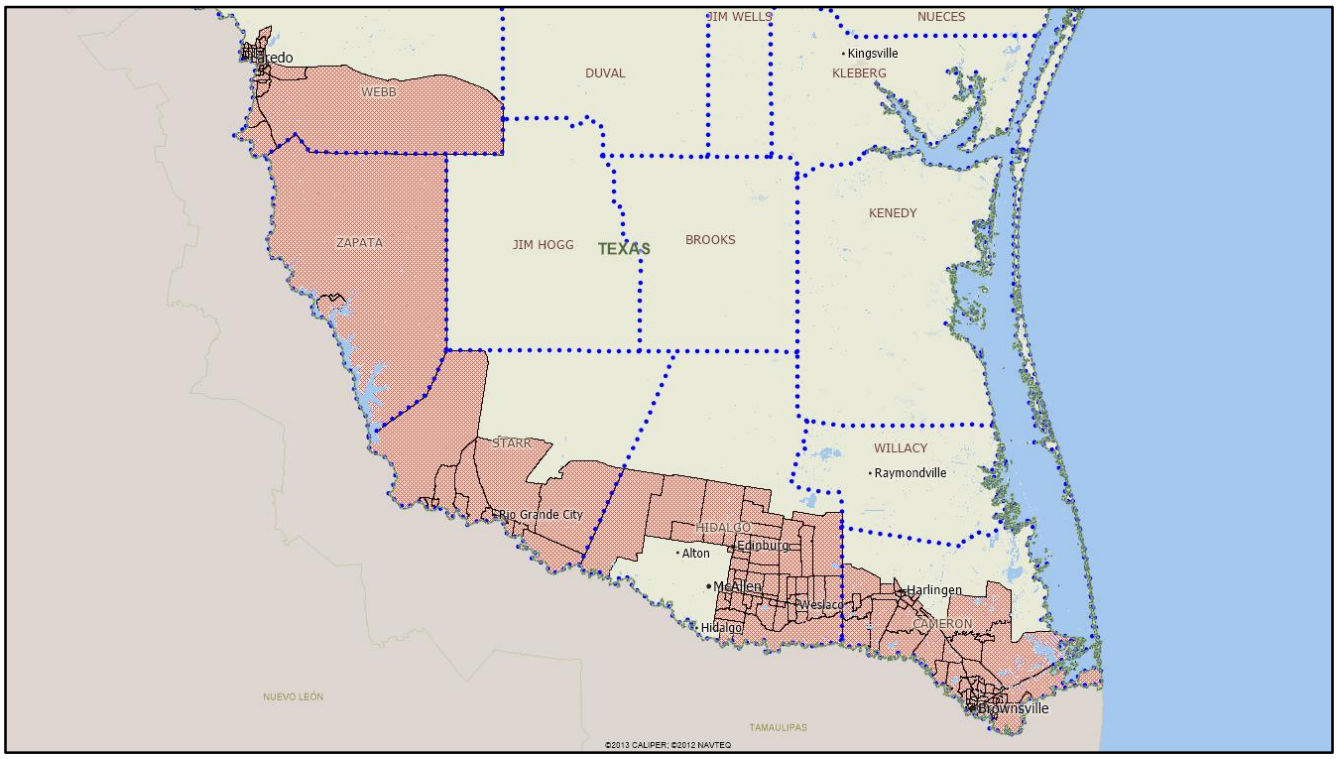
Laredo Project, LAUS 2012 ACS 2011	2012 CT CLF	2012 CT UNE	TEA Unemployment Rate
Census Tract 133.08, Cameron County, Texas	1,188	101	
Census Tract 133.09, Cameron County, Texas	1,320	195	
Census Tract 134.01, Cameron County, Texas	1,017	194	
Census Tract 134.02, Cameron County, Texas	672	21	
Census Tract 135, Cameron County, Texas	1,431	176	
Census Tract 136, Cameron County, Texas	1,340	187	
Census Tract 137, Cameron County, Texas	1,438	93	
Census Tract 138.01, Cameron County, Texas	839	108	
Census Tract 138.02, Cameron County, Texas	1,514	436	
Census Tract 139.01, Cameron County, Texas	1,015	100	
Census Tract 139.02, Cameron County, Texas	2,096	288	
Census Tract 139.03, Cameron County, Texas	1,702	270	
Census Tract 140.01, Cameron County, Texas	836	155	
Census Tract 140.02, Cameron County, Texas	908	60	
Census Tract 141, Cameron County, Texas	4,387	641	
Census Tract 142, Cameron County, Texas	2,264	121	
Census Tract 143, Cameron County, Texas	1,802	155	
Census Tract 144, Cameron County, Texas	6,720	791	
Census Tract 145, Cameron County, Texas	3,625	245	
Census Tract 9801, Cameron County, Texas	-	-	
Census Tract 213.02, Hidalgo County, Texas	6,302	983	
Census Tract 213.03, Hidalgo County, Texas	3,161	763	
Census Tract 214.01, Hidalgo County, Texas	2,532	305	
Census Tract 214.03, Hidalgo County, Texas	2,055	107	
Census Tract 214.04, Hidalgo County, Texas	2,656	331	
Census Tract 215, Hidalgo County, Texas	1,448	140	
Census Tract 216, Hidalgo County, Texas	1,783	263	
Census Tract 217.02, Hidalgo County, Texas	4,298	779	
Census Tract 218.03, Hidalgo County, Texas	1,882	255	
Census Tract 218.04, Hidalgo County, Texas	1,321	190	
Census Tract 218.05, Hidalgo County, Texas	4,359	459	
Census Tract 218.06, Hidalgo County, Texas	3,507	442	
Census Tract 219.01, Hidalgo County, Texas	3,843	567	
Census Tract 219.03, Hidalgo County, Texas	1,731	270	
Census Tract 219.04, Hidalgo County, Texas	2,026	156	
Census Tract 220.01, Hidalgo County, Texas	4,732	504	
Census Tract 220.03, Hidalgo County, Texas	3,132	489	

Laredo Project, LAUS 2012 ACS 2011	2012 CT CLF	2012 CT UNE	TEA Unemployment Rate
Census Tract 220.04, Hidalgo County, Texas	4,348	1,184	
Census Tract 221.03, Hidalgo County, Texas	1,426	227	
Census Tract 221.04, Hidalgo County, Texas	3,410	534	
Census Tract 221.05, Hidalgo County, Texas	1,830	72	
Census Tract 221.06, Hidalgo County, Texas	1,879	136	
Census Tract 222.01, Hidalgo County, Texas	2,531	347	
Census Tract 222.03, Hidalgo County, Texas	1,464	94	
Census Tract 222.04, Hidalgo County, Texas	2,600	411	
Census Tract 223, Hidalgo County, Texas	4,584	548	
Census Tract 224.01, Hidalgo County, Texas	1,944	288	
Census Tract 224.02, Hidalgo County, Texas	2,632	242	
Census Tract 225.01, Hidalgo County, Texas	2,549	648	
Census Tract 225.02, Hidalgo County, Texas	2,024	350	
Census Tract 226, Hidalgo County, Texas	1,201	254	
Census Tract 227.01, Hidalgo County, Texas	1,482	84	
Census Tract 227.02, Hidalgo County, Texas	1,786	244	
Census Tract 228, Hidalgo County, Texas	3,182	375	
Census Tract 229, Hidalgo County, Texas	1,659	319	
Census Tract 230, Hidalgo County, Texas	1,633	221	
Census Tract 231.02, Hidalgo County, Texas	2,586	259	
Census Tract 231.03, Hidalgo County, Texas	1,912	185	
Census Tract 231.04, Hidalgo County, Texas	1,664	287	
Census Tract 235.03, Hidalgo County, Texas	2,767	272	
Census Tract 235.04, Hidalgo County, Texas	4,113	651	
Census Tract 235.07, Hidalgo County, Texas	4,031	486	
Census Tract 235.11, Hidalgo County, Texas	2,726	384	
Census Tract 235.12, Hidalgo County, Texas	110	31	
Census Tract 235.13, Hidalgo County, Texas	2,991	796	
Census Tract 235.14, Hidalgo County, Texas	3,454	614	
Census Tract 235.15, Hidalgo County, Texas	3,584	340	
Census Tract 236, Hidalgo County, Texas	3,696	513	
Census Tract 237, Hidalgo County, Texas	1,674	290	
Census Tract 238.01, Hidalgo County, Texas	4,340	448	
Census Tract 238.02, Hidalgo County, Texas	3,876	467	
Census Tract 239.03, Hidalgo County, Texas	1,908	281	
Census Tract 240, Hidalgo County, Texas	8,149	780	
Census Tract 241.11, Hidalgo County, Texas	2,330	145	

Laredo Project, LAUS 2012 ACS 2011	2012 CT CLF	2012 CT UNE	TEA Unemployment Rate
Census Tract 241.12, Hidalgo County, Texas	4,027	607	
Census Tract 242.01, Hidalgo County, Texas	5,233	608	
Census Tract 244.02, Hidalgo County, Texas	3,821	607	
Census Tract 244.03, Hidalgo County, Texas	1,931	465	
Census Tract 244.04, Hidalgo County, Texas	1,463	140	
Census Tract 245, Hidalgo County, Texas	2,689	493	
Census Tract 246, Hidalgo County, Texas	2,155	364	
Census Tract 9501.04, Starr County, Texas	2,174	421	
Census Tract 9501.05, Starr County, Texas	1,596	273	
Census Tract 9501.06, Starr County, Texas	1,421	316	
Census Tract 9501.07, Starr County, Texas	1,476	423	
Census Tract 9501.08, Starr County, Texas	1,528	194	
Census Tract 9502.02, Starr County, Texas	1,187	96	
Census Tract 9502.03, Starr County, Texas	1,170	145	
Census Tract 9502.04, Starr County, Texas	2,149	233	
Census Tract 9504.01, Starr County, Texas	2,965	405	
Census Tract 9504.02, Starr County, Texas	2,128	429	
Census Tract 9505, Starr County, Texas	1,550	260	
Census Tract 9506, Starr County, Texas	2,645	289	
Census Tract 9507.01, Starr County, Texas	1,585	161	
Census Tract 9507.02, Starr County, Texas	1,193	111	
Census Tract 1.01, Webb County, Texas	1,759	36	
Census Tract 1.05, Webb County, Texas	1,049	50	
Census Tract 1.06, Webb County, Texas	1,630	82	
Census Tract 1.07, Webb County, Texas	918	79	
Census Tract 1.08, Webb County, Texas	1,524	118	
Census Tract 1.09, Webb County, Texas	825	175	
Census Tract 2, Webb County, Texas	1,479	217	
Census Tract 3, Webb County, Texas	860	145	
Census Tract 6.01, Webb County, Texas	939	84	
Census Tract 6.02, Webb County, Texas	997	69	
Census Tract 7, Webb County, Texas	949	124	
Census Tract 8, Webb County, Texas	754	92	
Census Tract 9.01, Webb County, Texas	1,654	130	
Census Tract 9.03, Webb County, Texas	953	118	
Census Tract 9.04, Webb County, Texas	1,217	29	
Census Tract 10.01, Webb County, Texas	1,946	108	

Laredo Project, LAUS 2012 ACS 2011	2012 CT CLF	2012 CT UNE	TEA Unemployment Rate
Census Tract 10.03, Webb County, Texas	896	103	
Census Tract 10.04, Webb County, Texas	646	25	
Census Tract 11.01, Webb County, Texas	1,474	67	
Census Tract 11.03, Webb County, Texas	774	116	
Census Tract 11.04, Webb County, Texas	1,478	154	
Census Tract 11.05, Webb County, Texas	1,396	163	
Census Tract 12.01, Webb County, Texas	885	126	
Census Tract 12.02, Webb County, Texas	1,220	119	
Census Tract 13, Webb County, Texas	1,213	39	
Census Tract 14.01, Webb County, Texas	1,532	105	
Census Tract 14.02, Webb County, Texas	1,437	189	
Census Tract 15.01, Webb County, Texas	1,145	117	
Census Tract 15.02, Webb County, Texas	2,193	210	
Census Tract 16.01, Webb County, Texas	1,789	186	
Census Tract 16.02, Webb County, Texas	1,833	26	
Census Tract 18.06, Webb County, Texas	1,750	52	
Census Tract 18.07, Webb County, Texas	3,090	179	
Census Tract 18.08, Webb County, Texas	2,770	162	
Census Tract 18.09, Webb County, Texas	2,068	275	
Census Tract 18.10, Webb County, Texas	1,803	78	
Census Tract 18.11, Webb County, Texas	2,042	259	
Census Tract 18.12, Webb County, Texas	3,495	170	
Census Tract 18.13, Webb County, Texas	446	45	
Census Tract 18.17, Webb County, Texas	1,735	230	
Census Tract 18.18, Webb County, Texas	1,150	128	
Census Tract 19, Webb County, Texas	1,045	130	
Census Tract 9800, Webb County, Texas	-	-	
Census Tract 9503.01, Zapata County, Texas	1,685	38	
Census Tract 9503.02, Zapata County, Texas	2,447	136	
Census Tract 9504, Zapata County, Texas	2,592	266	
Total	**402,600**	**49,024**	**12.18%**

The following map depicts the overall TEA.



Please feel free to contact me with any questions.

Sincerely,

Kimberly Atteberry
President
Vermilion Consulting LLC

civitas

Civitas Capital Group
EB-5 Funds

1601 Bryan Street | Suite M-200
Dallas, Texas 75201
civitascapital.com

CONFIDENTIAL

Exhibit B

Laredo Conference Center Hotel TEA
Perspective

T 214.572.2300
F 214.572.2398

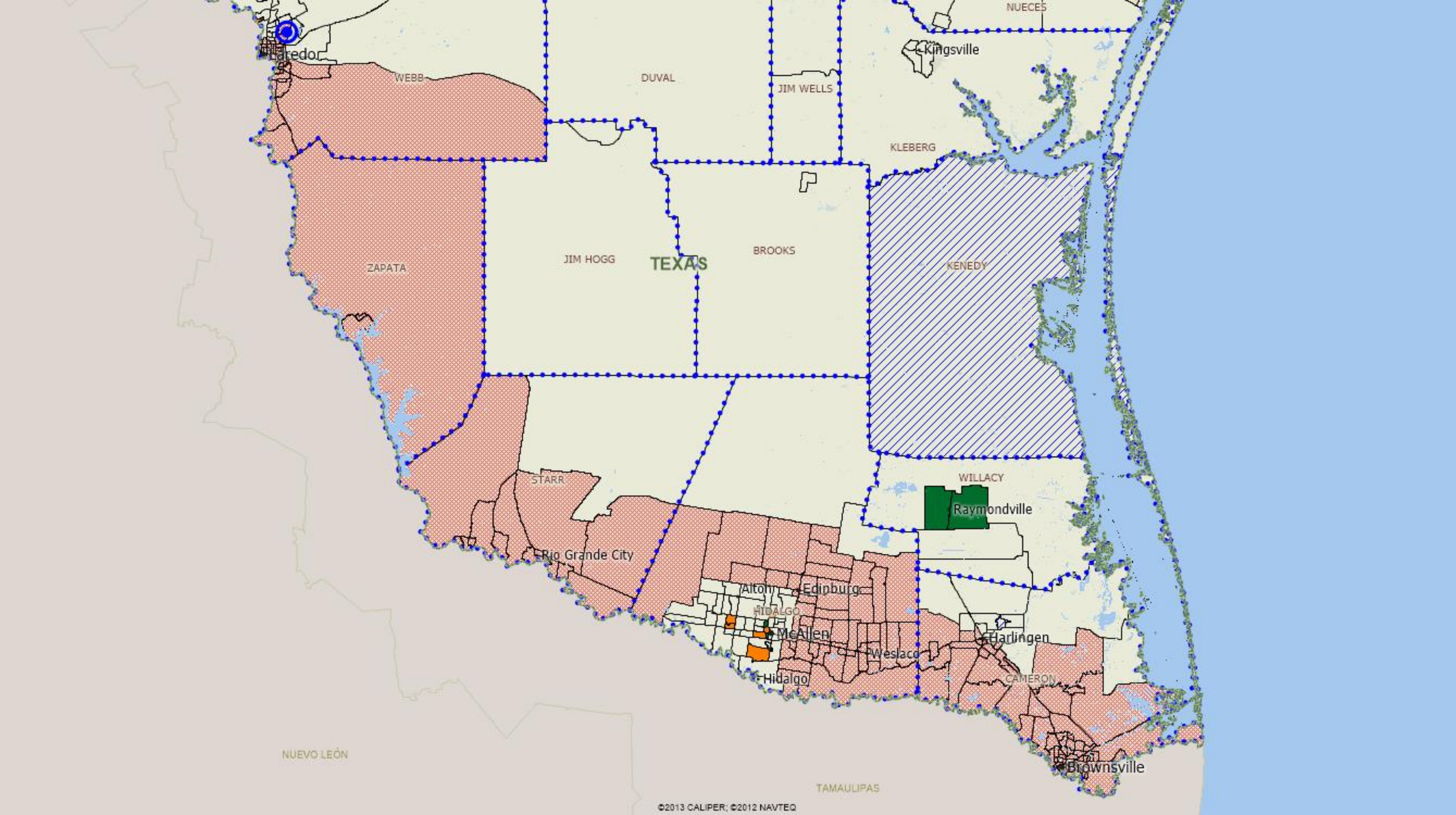

NUECES
Kingsville
WEBB
DUVAL
JIM WELLS
KLEBERG
ZAPATA
JIM HOGG
TEXAS
BROOKS
KENEDY
WILLACY
STARR
Raymondville
Rio Grande City
Alton
Edinburg
HIDALGO
McAllen
Harlingen
Weslaco
Hidalgo
CAMERON
Brownsville
NUEVO LEÓN
TAMAULIPAS
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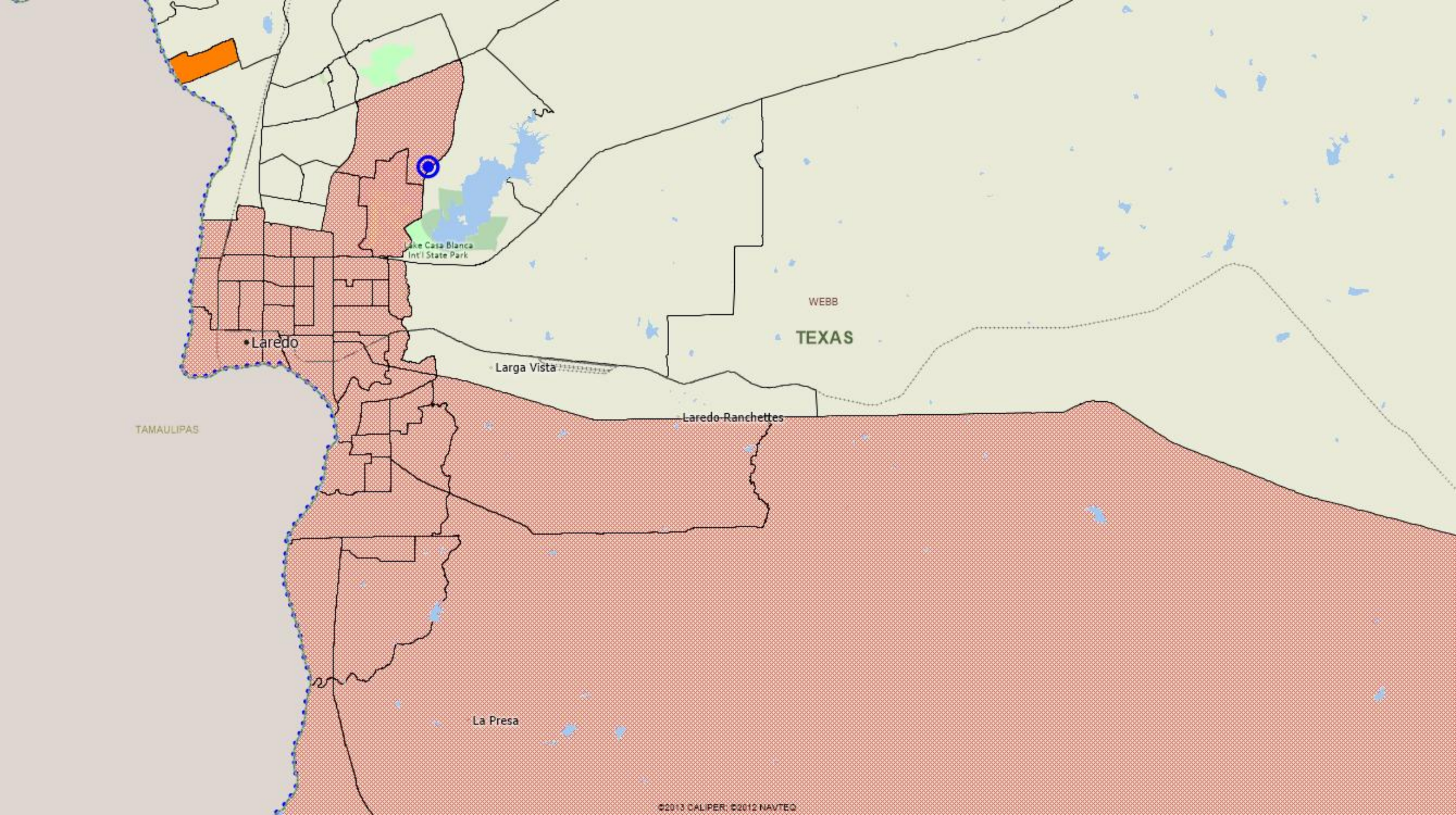
Exhibit C

Laredo Conference Center Hotel TEA
Laredo Close-Up

T 214.572.2300
F 214.572.2398


Lake Casa Blanca
Int'l State Park
WEBB
TEXAS
Laredo
Larga Vista
Laredo Ranchettes
TAMAULIPAS
La Presa
©2013 CALIPER; ©2012 NAVTEQ

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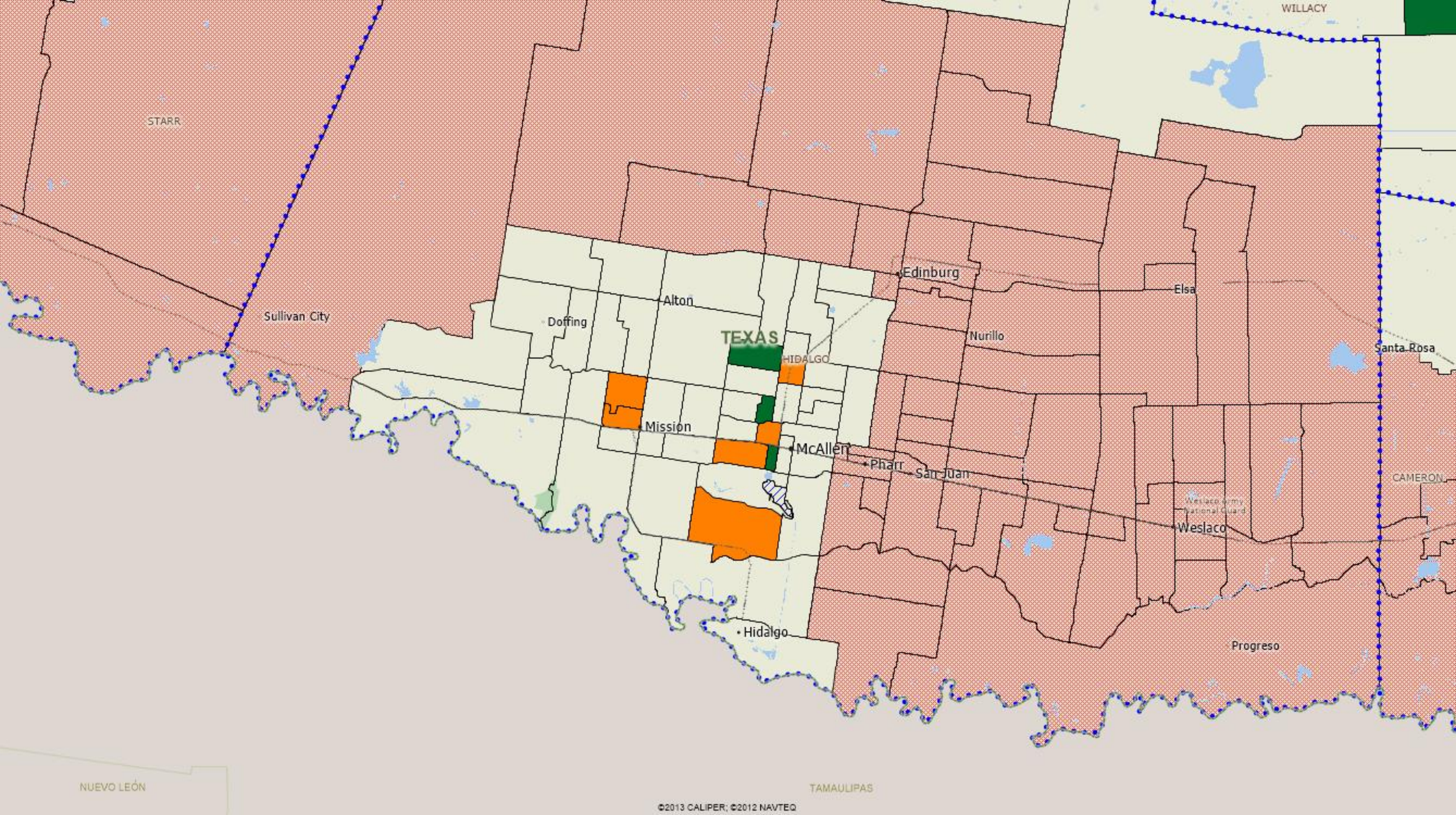
1601 Bryan Street | Suite M-200
Dallas, Texas 75201
civitascapital.com

CONFIDENTIAL

Exhibit D

Laredo Conference Center Hotel TEA
McAllen Close-Up

T 214.572.2300
F 214.572.2398


WILLACY
STARR
Sullivan City
Alton
Doffing
TEXAS
HIDALGO
Edinburg
Elsa
Nurillo
Santa Rosa
Mission
McAllen
Pharr
San Juan
CAMERON
Weslaco
Hidalgo
Progreso
NUEVO LEÓN
TAMAULIPAS
©2013 CALIPER; ©2012 NAVTEQ

Labor Market Information for Rio Grande Valley

Geographic Area	JANUARY 2014 Civilian Labor Force	JANUARY 2014 Unemployed	JANUARY 2014 Rate	DEC 2013 Rate	JANUARY 2013 Civilian Labor Force	JANUARY 2013 Unemployed	JANUARY 2013 Rate
USA	154,381,000	10,855,000	7.0%	6.5%	154,794,000	13,181,000	8.5%
Texas	12,817,900	743,400	5.8%	5.6%	12,712,500	892,300	7.0%
Workforce Solutions	359,511	39,492	11.0%	10.9%	359,511	39,492	12.3%
Hidalgo County	323,581	34,018	10.5%	10.4%	320,722	37,901	11.8%
Starr County	26,782	4,295	16.0%	15.7%	26,420	4,487	17.0%
Willacy County	9,148	1,179	12.9%	12.4%	9,050	1,354	15.0%
McAllen	62,240	3,930	6.3%	6.2%	61,766	4,814	7.8%
Mission	32,586	2,753	8.4%	8.2%	32,018	2,880	9.0%
Edinburg	35,705	2,342	6.6%	6.8%	35,288	2,702	7.7%
Pharr	28,251	2,463	8.7%	8.6%	28,016	2,828	10.1%
San Juan	13,670	1,442	10.5%	10.4%	13,670	1,442	10.5%
Weslaco	14,871	1,441	9.7%	10.2%	14,865	1,747	11.8%
Workforce Solutions Cameron	164,665	16,045	9.7%	9.5%	164,379	18,413	11.2%
Harlingen	26,844	1,968	7.3%	7.2%	26,844	1,968	7.3%
Brownsville	69,787	7,299	10.5%	10.2%	69,172	7,800	11.3%
San Benito	9,334	672	7.2%	7.5%	9,552	1,044	10.9%
SEASONALLY ADJUSTED FIGURES							
USA	155,460,000	10,236,000	6.6%	6.7%	155,699,000	12,315,000	7.9%
Texas	12,877,827	739,492	5.7%	6.0%	12,751,817	830,737	6.5%

Source: Texas Workforce Commission, Texas Labor Market Review, March, 2014.

Geographic Area	JANUARY 2014			DEC 2013	JANUARY 2013		
	Civilian Labor Force	Unemployed	Rate	Rate	Civilian Labor Force	Unemployed	Rate
USA	154,381,000	10,855,000	7.0%	6.5%	154,794,000	13,181,000	8.5%
Texas	12,817,900	743,400	5.8%	5.6%	12,712,500	892,300	7.0%
150% of National Avergage		**Target:**	**10.5%**	**9.75%**			**12.75%**
Hidalgo County	323,581	34,018	10.5%	10.4%	320,722	37,901	11.8%
	% of National Average:		**150%**	**160.0%**			**138.8%**
McAllen	62,240	3,930	6.3%	6.2%	61,766	4,814	7.8%
Mission	32,586	2,753	8.4%	8.2%	32,018	2,880	9.0%
Edinburg	35,705	2,342	6.6%	6.8%	35,288	2,702	7.7%
Pharr	28,251	2,463	8.7%	8.6%	28,016	2,828	10.1%
San Juan	13,670	1,442	10.5%	10.4%	13,670	1,442	10.5%
Weslaco	14,871	1,441	9.7%	10.2%	14,865	1,747	11.8%
			SEASONALLY ADJUSTED FIGURES				
USA	155,460,000	10,236,000	6.6%	6.7%	155,699,000	12,315,000	7.9%
Texas	12,877,827	739,492	5.7%	6.0%	12,751,817	830,737	6.5%

Based on Texas Workforce Commission, Texas Labor Market Review, March, 2014.

AI-43732 **Comm. Court Executive Office 7. C.**

CC REGULAR

Meeting Date: 03/25/2014

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Facilities Management:
Requesting permission to construct a Guard Shack for Security Personnel at the Modular Buildings Area of the Courthouse with authority to obtain necessary permits/documents and authorize Executive Officer to sign related documents

BACKGROUND

County personnel to construct; approx $ 3200.00 total cost of material - to be paid out of fac. mgmt. acct.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-419-40-220-001-0-XXX

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

BUDGETARY IMPACT:

Approx $ 3,200.00 total cost of material - to be paid out of fac. mgmt. acct.
County personnel to construct...

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/21/2014 01:34 PM
Manuel Chapa	Manuel Chapa	03/21/2014 03:42 PM
Purchasing Department	Monica Badillo	03/21/2014 04:46 PM

Form Started By: Monica Badillo Started On: 03/21/2014 12:00 PM

Final Approval Date: 03/21/2014

AI-43563 **WIC 7. D.**

CC REGULAR

Meeting Date: 03/25/2014

Submitted For: Norma Longoria **Submitted By:** Margarita Gonzalez, WIC

Department: WIC

Information

CAPTION

WIC:
1. Requesting authorization for Norma Longoria to attend the 2014 NWA Annual Networking Conference in Pittsburgh, PA. on May 17-21, 2014.
2. Requesting authorization for Norma Longoria, Margarita Miller and Blanca Colunga to attend the Spring 2014 Lactation Counselor Training Course and Certified Lactation Counselor Certification Exam. in Tampa, Florida on June 1-7, 2014.

BACKGROUND

Attachments: Agenda for 2014 NWA
Attachments: Agenda for 2014 Lactation Counselor Training& Exam

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4.1292.441.00.350.001.4.583/584

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

BUDGETARY IMPACT:

Sufficient funds are available.

Requisitions:
252716
252956
253784
252642
253831

Attachments

NWA 2014 Conference
Lactation Counselor Training & Exam
signatures

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/19/2014 08:47 AM
Manuel Chapa	Manuel Chapa	03/21/2014 03:41 PM
Purchasing Department	Monica Badillo	03/21/2014 04:46 PM

Form Started By: Margarita Gonzalez Started On: 03/12/2014 03:51 PM

Final Approval Date: 03/21/2014

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 03/13/14
DEPARTMENT NAME: WIC
TOTAL NUMBER OF EMPLOYEES TRAVELING: 1
NAME & TITLE OF EMPLOYEE(S) TRAVELING: Norma Longoria

EVENT INFORMATION

TITLE OF EVENT:	2014 NWA Annual Education & Networking Conference & Exhibits (NWA)		
EVENT DATE(S) FROM:	05/18/14	TO:	05/21/14
DEPARTURE DATE:	05/17/14	RETURN DATE:	05/21/14
LOCATION OF EVENT: CITY:	Pittsburgh	STATE:	PA

PURPOSE OF TRAVEL

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

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

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

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

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE
1. REGISTRATION FEE(S)	$ 350.00	
Subtotal for Object Code 584	$ 350.00	$
2. AIRFARE- ROUNDTRIP COACH FARE ONLY	$ 328.00	
3. TAXI FARE	$ 48.00	
4. BUS FARE		
5. RENTAL CAR	$ -	
6. GASOLINE/DIESEL/FUEL	$ -	
7. MILEAGE REIMBURSEMENT		
8. TELEPHONE CALLS	$ -	
9. PARKING	$ -	
10. LODGING	$ 570.00	
11. MEALS	$ 108.00	
12. OTHER EXPENSES		
Subtotal for Object Code 583	$ 1,054.00	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ 1,404.00	$

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

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

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

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

WIC Funds

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

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

I certify that:

- ____ Trip expenses are necessary and will be incurred for official county business.
- ____ Reasonable efforts to minimize the use of county funds have been explored.
- x Sufficient funds are available within in my department's budget to pay for the related travel expenses without the need of a budget amendment.
- ____ If this trip is for out-of-state training, the training is not available in some other form that does not require out-of-state travel.

APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD:	DATE:	DEPARTMENT CONTACT PERSON:	PHONE NO.:
Norma L Longoria	3/17/14	Margarita Gonzalez	381-4646

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

- ____ TRAVEL IS **APPROVED** for the individuals listed below:
- ____ TRAVEL IS **NOT APPROVED** for the individuals listed below:

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

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

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

DEPARTMENT:	WIC	If, applicable, was travel approved by Co. Exec. Officer?	
DEPARTURE DATE:	5/17/2013	RETURN DATE:	5//21/14
TO CITY:	Pittsburgh	STATE:	PA
NAME OF EMPLOYEES ATTENDING SEMINAR:	Norma Longoria		
TOTAL# OF EMPLOYEES ATTENDING SEMINAR:	1		

PURPOSE/BENEFIT TO HIDALGO COUNTY:
To attend the 2014 National WIC Association Annual Education & Networking Conference & Exhibits,

A. WORKSHOP/SEMINAR REGISTRATION(S)

TITLE OF WORKSHOP/SEMINAR:	2014 NWA Annual Education & Networking Conference & Exhibits		
SPONSORED BY:	NWA		
REGISTRATION CHECK PAYABLE TO:	National WIC Association		
REGISTRATION ADDRESS:	2001 S. Street , Suite 580	SEMINAR START DATE:	5/18/2014
	Washington, DC 20009	SEMINAR END DATE:	5/21/2014
	Early Registration By April 15, 2014	PURCHSE ORDER NO.	0
1. REGISTRATION COST PER EMPLOYEE:	$350.00	NO. OF EMPLOYEES ATTENDING AT THIS RATE:	1
2. REGISTRATION COST PER EMPLOYEE:	$ -	NO. OF EMPLOYEES ATTENDING AT THIS RATE:	0
3. "FREE REGISTRATION COST:	"FREE"	NO. OF EMPLOYEES ATTENDING FOR "FREE":	0
GL ACCT NO.:	4.1292.441.00.350.001.4.584	TOTAL NO. OF EMPLOYEES ATTENDING:	1

TOTAL COST OF SEMINAR (Registration Cost per Employee x Number of Employees Attending at a rate) . . . . A.	$	350.00
(SEE PAGE 2 FOR SECTIONS B, C, & D) TOTAL THIS PAGE (A):	$	350.00
TOTAL 2ND PAGE (B + C + D):	$	570.00
GRAND TOTAL (A + B + C + D)	$	920.00

E. CERTIFICATIONS AND EMPLOYEE AUTHORIZATIONS FOR PAYROLL DEDUCTIONS

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

DEPARTMENT'S PUBLIC OFFICIAL (Signature)	DEPARTMENT'S CONTACT PERSON	PHONE #
Norma Longoria	Margarita Gonzalez	(956)381-4646 x 4042

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

EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.
Norma Longoria	Norma Longoria	4421

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

DEPARTMENT:	WIC		
DEPARTURE DATE:	5/17/2013	RETURN DATE:	5//21/14
TO CITY:	Pittsburgh	STATE:	PA
NAME OF EMPLOYEES ATTENDING SEMINAR:	Norma Longoria		
TOTAL# OF EMPLOYEES ATTENDING SEMINAR:	1		

B. HOTEL RESERVATION(S)

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

NAME OF HOTEL:	Wyndham Grand Pittsburgh Downtown	HONE NUMBER :	412-391-4600
ADDRESS OF HOTEL:	600 Commonwealth Place Gateway Center	CONFIRMATION N0.(s):	327VM528
	Pittsburgh, PA 15222		
ROOM RATE:	$ 125.00	PURCHASE ORDER NO.	Req. # 252956
NUMBER OF NIGHTS:	4	GENERAL LEDGER ACCT NO:	4.1292.441.00.350.001.4.583
ROOM RATE:	$ -	TOTAL NO. OF ROOMS:	1
NUMBER OF NIGHTS:	0		
ROOM RATE:	$ -	HOTEL TAX RATE:	14.00%
NUMBER OF NIGHTS:	0		

TOTAL CHECK AMOUNT FOR HOTEL(Daily Room Rate x No. of Rooms x No. of Days x Tax Rate). . . . . B. $ 570.00

C. CAR RENTAL(S)

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

IS A COUNTY VEHICLE ASSIGNED TO YOUR DEPARTMENT? YES / NO		IF YES, EXPLAIN REASON FOR NOT UTILIZING IT? Attach memo if more space needed.	
NAME OF CAR RENTAL COMPANY:			
ADDRESS OF CAR RENTAL COMPANY: *Note: Coordination of travel is required for every group of 4 or less*			
PHONE NUMBER OF CAR RENTAL COMPANY:			
VEHICLE NO. 1 TYPE:		VEHICLE NO. 2 TYPE:	
DAILY CAR RATE:		DAILY CAR RATE:	
NUMBER OF DAYS:		NUMBER OF DAYS:	
CONFIRMATION NO.:		CONFIRMATION NO.	
VEHICLE NO. 1 - NAMES OF EMPLOYEES TRAVELING:		VEHICLE NO. 2 - NAMES OF EMPLOYEES TRAVELING:	
PURCHASE ORDER NO.		GL ACCT NO:	

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

D. AIRFARE(S)

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

NAME OF AIRLINE COMPANY:			
ADDRESS OF AIRLINE COMPANY:			
PHONE NO. OF AIRLINE COMPANY:		CONFIRMATION NO.:	
ROUND TRIP AIRFARE PER PERSON:			
NUMBER OF TRAVELERS:			
GENERAL LEDGER ACCOUNT NUMBEI		P.O. NO.	

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

SUBTOTAL (B+C+D) $ 570.00

COUNTY AUDITOR'S FORM T.1.2 (01/10)

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

A. TRIP AND TRAVELER INFORMATION

EMPLOYEE NAME:	Norma Longoria	EMPLOYEE I.D. NO.:	4421	EMPLOYEE TITLE:	WIC Director
DEPARTMENT:	WIC	DO YOU HAVE AN OUSTANDING TRAVEL ADVANCE?			NO
DEPARTURE DATE:	5/17/14	RETURN DATE:	5/21/14		
TIME OF DEPARTURE:	9:00 AM	TIME OF RETURN:	6:30pm		
TO CITY:	Pittsburgh	STATE:	PA		
SEMINAR/CONFERENCE/MEETING: START DATE:	5/18/2014	END DATE:	5/21/2014	ACTUAL NO. OF DAYS	5
TITLE OF WORKSHOP/CONFERENCE:	2014 NWA Annual Education & Networking Conference & Exhibits				
METHOD OF TRAVEL (AIR TRAVEL/ PERSONAL VEHICLE/ COUNTY VEHICLE/ CAR RENTAL):	Air	IS COORDINATION OF TRAVEL REQUIRED? IF NO, ATTACH WRITTEN EXPLANATION FROM THE COUNTY OFFICIAL.			
LIST NAMES OF COUNTY EMPLOYEES TRAVELING WITH YOU IN THE COUNTY VEHICLE, CAR RENTAL, OR PERSONAL VEHICLE?					
DO YOU HAVE A COUNTY VEHICLE ASSIGNED TO YOUR DEPARTMENT?	yes	IF YES, EXPLAIN REASON FOR NOT UTILIZING COUNTY VEHICLE?			

PURPOSE/BENEFIT TO HIDALGO COUNTY:
Learn new skills that are coming & challenges .

B. ESTIMATED EXPENSES:

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

Meals will be prorated for partial days	Meal Rate	MONTH / DAY 17-May	MONTH / DAY 18-May	MONTH / DAY 19-May	MONTH / DAY 20-May	MONTH/ DAY 21-May	MONTH / DAY	MONTH / DAY	Total	
Breakfast	$9.00	$0.00	$9.00	$9.00	$9.00	$9.00			$36.00	
Lunch	$12.00	$12.00	$12.00	$12.00	$12.00	$12.00			$60.00	
Dinner	$18.00	$18.00	$18.00	$18.00	$18.00	$18.00			$90.00	
Total	$39.00	$30.00	$39.00	$39.00	$39.00	$39.00	$0.00	$0.00	$186.00	$ 186.00

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

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

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

Expense type: shuttle service 2 $ 20.00 $ 40.00

III. PERSONAL VEHICLE MILEAGE _____ Miles @ $ 0.560 (Current Rate) . . . . $ -

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

Mapquest

IV. OTHER (Itemize)

luggage fee (roundtrip) . . . . . $ 50.00

. . . . . $

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

VI. TOTAL TRAVEL ADVANCE REQUESTED: $ 276.00

VII. COMMENTS:

VII. GENERAL LEDGER ACCOUNT NUMBER: 4.1292.441.00.350.001.4.583

C. CERTIFICATION AND AUTHORIZATION TO PAYROLL DEDUCTIONS

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

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

Norma L Longoria	Norma L. Longoria	Norma L Longoria
EMPLOYEE SIGNATURE	DEPARTMENT OFFICIAL'S NAME (Print Name)	DEPARTMENT OFFICIAL'S APPROVAL (Signature)

COUNTY AUDITOR'S FORM: T.1.5 (01/14)

NWA 2014 Conference and Business Meetings Agenda

	Saturday: May 17, 2014
10:00 am – 6:00 pm	Ad Hoc Meetings of Committees & Task Forces ***(1 hr. increments – Must be pre-scheduled)*** **Room Location TBD**
11:00 am - 12:00 Noon	NWA 2013/14 Conference Planning Committee Meeting **Room Location TBD**
1:00 pm – 2:00 pm	NWA Finance Committee Meeting ***(Board Members Only)*** **Duquesne Meeting Room**
1:00 pm – 3:00 pm	State Section Representative Meeting ***(Board Members Only)*** **Board Room**
	Local Agency Representative Meeting ***(Board Members Only)*** **Forbes Meeting Room**
	Nutrition Services Section Meeting ***(Board Members Only)*** **Benedum Meeting Room**
2:00 pm - 3:00 pm	NWA Executive Committee Meeting ***(Board Members Only)*** **Duquesne Meeting Room**
3:00 pm – 3:30 pm	Stretch Break
3:30 pm – 6:30 pm	NWA Full Board of Directors Meeting ***(Board Members Only)*** **Duquesne Meeting Room**
4:00 pm - 7:00 pm	Registration Desk Opens
	Sunday: May 18, 2014
8:00 am - 6:00 pm	**Registration Desk Open**
7:00 am - 6:00 pm	Speaker/Media Ready Room ***(Green Room)*** **Chartiers Meeting Room**
8:00 am - 5:00 pm	Lactation Suite Available **Room Location TBD**
7:30 am - 10:30 am	Tentative Morning Activities – Run/Walk (To be coordinated by Robert/Francois)
8:00 am – 12:00 Noon	NINAC Meeting ***(NINAC Members Only)*** **Room Location TBD**
9:00 am - 6:00 pm	Ad Hoc Meetings of Committees & Task Forces ***(1 hr. increments – Must be pre-scheduled)*** **Board Room**
11:00 am – 12:30 pm	**TBD** **Room Location TBD**
11:00 am – 12:30 pm	**TBD** **Room Location TBD**
1:00 pm - 2:30 pm	***Opening Celebration*** **Grand Ballroom 1 & 2**
2:30 pm - 4:00 pm	***Opening Plenary*** **Grand Ballroom 1 & 2**
4:00 pm - 5:00 pm	ITO Honoring Ceremony **Grand Ballroom 1 & 2**

5:00 pm - 8:00 pm	Board Chair's Reception & Trade Show Opening **Kings Garden Ballroom +**
6:00 pm Until	Dinner on Your Own

	Monday: May 19, 2014			
6:45 am – 7:15 am	Morning Exercise: **Room Location TBD**			
7:30 am - 6:00 pm	Registration Desk Open			
7:30 am - 5:00 pm	Speaker/Media Ready Room ***(Green Room)*** **Chartiers Meeting Room**			
7:30 am – 8:30 am	Continental Breakfast, Networking, Visit Exhibits and Poster Sessions **Kings Garden Ballroom +**			
8:00 am - 5:00 pm	Lactation Suite Available **Traders Meeting Room**			
9:00 am - 6:00 pm	Ad Hoc Meetings of Committees & Task Forces ***(1 hr. increments – Must be pre-scheduled)*** **Board Room**			
8:30 am – 09:30 am	General Session Overcoming Biases **Dr. Adolph Brown (tentative)** **Grand Ballroom 1 & 2**			
9:30 am - 10:00 am	Break, Networking, Visit Exhibits and Poster Sessions **Kings Garden Ballroom +**			
10:00 am – 12:00 Noon	***Section Forums***			
	State Agency Director's Forum Betsy Clarke, Co-chair Sue Woodbury, Co-chair **Grand Ballroom 3**	**Local Agency Section Forum** Heather Miranda, Chair **Grand Ballroom 1**	**State Nutrition Services Section Forum** Kathleen Baker, Co-chair Barbara Longo, Co-chair **Commonwealth 1 & 2**	
12:00 Noon - 1:30 pm	Lunch on Your Own, Networking, Visit Exhibits and Poster Sessions **Kings Garden Ballroom +**			
1:30 pm - 2:30 pm	**Plenary Session** Perinatal Neuroscience and Skin-to-Skin Contact Dr. Nils Bergman **Grand Ballroom 1 & 2**			
2:30 pm – 3:30 pm	**Local Agency** **Maternal Perinatal Neurobehavior** **Dr. Nils Bergman** **Grand Ballroom 1**	**State/Federal Partners** **Disaster Planning: Considerations for Program Managers** **Cary Jeffers – FIS & Ellen Vollinger FRAC** **Grand Ballroom 3**	**Community Stakeholders** **Partnering with Hospitals working towards Baby Friendly Status** **State of MD: Amy Resnick** **Commonwealth 1 & 2**	**Retailers/Food Industry** **Tammy Seitel** **General Mills** **Sterlings 1 & 2**
3:30 pm - 4:00 pm	Break, Networking, Visit Exhibits and Poster Sessions			

	Kings Garden Ballroom +
4:00 pm – 5:30 pm	**General Session** State and Local Agencies Training Session Session Coordinator: Robert Lee Grand Ballroom 1&2
6:00 pm – 8:00 pm	Sponsored Reception(s) via Sponsor Notification(s)
6:00 pm Until	Dinner on Your Own

	Tuesday: May 20, 2014			
6:45 am – 7:15 am	Morning Exercise: Room Location TBD			
7:30 am - 6:00 pm	Registration Desk Open			
7:00 am - 5:00 pm	Speaker/Media Ready Room ***(Green Room)*** Chartiers Meeting Room			
7:30 am - 9:00 am	Continental Breakfast, Networking, Visit Exhibits and Poster Sessions Kings Garden Ballroom +			
7:00 am – 7:30 am	Voters' Registration – **NWA Voting Members Only** Commonwealth 1&2 Foyer			
7:30 am - 9:30 am	NWA Business Meeting – **NWA Voting Members Only** Commonwealth 1&2			
8:00 am - 5:00 pm	Lactation Suite Available Traders Meeting Room			
9:00 am - 6:00 pm	Ad Hoc Meetings of Committees & Task Forces ***(1 hr. increments – Must be pre-scheduled)*** Board Meeting Room			
9:30 am – 10:30 am	**Local Agency** Intimate Partner Violence and Women of Childbearing Age Dr. Diana Cheng Grand Ballroom 4	**State/Federal Partners** USDA Town Hall Debbie Whitford and staff Grand Ballroom 3	**Community Stakeholders** Safe Sleeping for Infants Judith Bannon Cribs for Kids Commonwealth 1 & 2	**Retailers/Food Industry** Cost-Containment Model: Special Formula Distribution Center John McKowen Greg Landis Sterlings 1 & 2
10:30 am - 11:00 am	Break, Networking, Visit Exhibits and Poster Sessions Kings Garden Ballroom +			
11:00 am - 12:00 pm	**Local Agency** Leslie Bonci, RD for Pittsburgh Steelers Grand Ballroom 4	**State/Federal Partners** New York State Text4Baby Best Practice Anna Hoff – Text4Baby Grand Ballroom3	**Community Stakeholders** The influence of Parenting Styles on Feeding Practices Penn State: Jen Savage Williams Commonwealth 1 & 2	**Retailers/Food Industry** Vendor Integrity – Why is it important?– USDA Justin Wohlsifer Sterlings 1 & 2
12:00 am - 2:00 pm	NWA Awards Luncheon **Dr. David Paige – WIC Video** Grand Ballroom 1&2			

2:00 pm – 3:00 pm	**Local Agency** Debi Tipton Chickasaw Nation Grand Ballroom 4	**State/Federal Partners** WIC to 5: Participant Retention Initiative Illinois WIC Stephanie Bess Grand Ballroom 3	**Community Stakeholders** AAP & WIC – Future partnerships and collaborations Dr. Sandra Hassink, President-Elect: AAP Commonwealth 1 & 2	**Retailers/Food Industry** Understanding our Food Industry Partners Melanie Hall, Kellogg's Sterlings 1 & 2
3:00 pm - 3:30 pm	Break, Networking, and Poster Sessions Kings Garden Ballroom +			
3:30 pm - 4:30 pm	General Session Current WIC Research Topics Altarum Institute Loren Bell & Staff Grand Ballroom 1 & 2			
6:00 pm – Until	Organized Evening Off-site Event / Dinner on Your Own			
	Wednesday: May 21, 2014			
8:00 am – 12:00 Noon	Registration Desk Open			
7:30 am – 9:00 am	Continental Breakfast, Networking Room Location TBD			
8:00 am - 11:00 am	Speaker/Media Ready Room ***(Green Room)*** Chartiers Meeting Room			
9:00 am – 10:00 am	**Local Agency** Kiddada Green Black Mother's Breastfeeding Association Grand Ballroom 4	**State/Federal Partners** NWA/Legislative Committee WIC Reauthorization 101 Grand Ballroom 3	**Community Stakeholders** Nutrition and Infant Mortality Dr. Jamie Stang, U-MN School of Public Health Commonwealth 1&2	**Retailers/Food Industry** UPC Codes Sterlings 1 & 2
10:00 am – 10:30 am	Break, Networking			
10:30 am – 10:45 am	Assembly and Poster Session Recognition & Awards Grand Ballroom 1 & 2			
10:45 am – 11:45 am	***Closing Plenary Session*** ***To be announced*** Grand Ballroom 1 & 2			
11:45 am – 12:00 Noon	Introduction of NWA 2014- 2015 Board of Directors Grand Ballroom 1 & 2			
12:00 Noon – 12:15 pm	NWA's New Board Chair Closing Remarks Grand Ballroom 1 & 2			
12:30 pm - 3:00 pm	NWA New Board of Directors Luncheon Meeting Kings Garden Ballroom West			

e-mail: Lisa.armstrong@vdh.virginia.gov

POSTER SESSION SUB-Committee
Cindy Pillo, Co-chair
Assistant Director
West Virginia Bureau of Public Health
Office of Nutrition Services/WIC Program
Phone: 304-558-0030
e-mail: Cindy.M.Pillo@wv.gov

Sandy Daubman, Co-chair
Nutrition Program Coordinator
West Virginia Bureau of Public Health
Phone: (304) 558-7062
e-mail: Sandy.L.Daubman@wv.gov

EVALUATION and CEUs SUB-Committee
Paulette Thompson, Chair
Public Health Nutritionist/State Breastfeeding Coordinator
DC WIC State Agency
Phone: 202-442-5894
e-mail:

ENTERTAINMENT and SPONSORSHIP SUB-Committee
Joanne White, Chair
State Program Director
Delaware Health and Human Services
Phone: 302-741-2913
e-mail: Joanne.White@state.de.us

VOLUNTEER SUB-Committee
Janice Besecker, Co-chair
WIC Program Coordinator
Washington County Health Department
Phone: 240-313-3336
e-mail: Janice.Besecker@Maryland.gov

Robin McRoberts, Co-chair
WIC Coordinator
Visiting Nurse Association of Central Jersey WIC Program
Phone: (732) 471-9301
e-mail: Robin.McRoberts@vnahg.org

Fees and Registration

Download the Conference Registration Form.

REGULAR REGISTRATION FEES
Fees between now and April 15, 2014
Regular Member Rate: $350
Regular Non-member Rate: $450

LATE REGISTRATION FEES
Fees after April 15, 2014
Late Member Rate: $375
Late Non-member Rate: $500

NOTE: On-site registration = Late Rate + a $75 Processing Fee

All payments are due before or on the first day of the Conference. Payments must be received to gain access to and participate in Conference activities and sessions.
No PO will be accepted on-site.

CANCELLATION & REFUND POLICY
It is NWA's policy to access a processing fee for all cancelled registrations. To cancel your registration, a written request MUST be received by NWA via e-mail to **Dfrancois@nwica.org** or fax at 1-202-387-5281 no later than close of business on April 15, 2014.

Cancellations received before or on April15, 2014 will be refunded, less a $75 processng fee. No refund will be granted for cancellations received after April 15, 2014. NWA regrets that refunds will not be granted for "No-shows."

ONLINE REGISTRATION
Online registrations are processed via our **registration system**. All registrants must have or create a profile (account) to register online.

Registrants using a Purchase Order (PO) or check, must select the **"Bill Me"** option from the online registration system when registering. Credit card paments will be processed via our secured Stripe site.

REGISTRATION VIA MAIL, FAX or e-MAIL
To register by mail or fax, **download the Conference Registration form**, complete, and submit it via e-mail to **Nlucero@nwica.org** or fax it to 202-387-5281. Registration forms should be mailed to:

National WIC Association
2001 S Street, NW Ste. 580
Washington, DC 20009

To obtain our Federal Identification Number, please call our office at 202-232-5492.

Hotel & Transportation

HOSTING HOTEL
The Wyndham Grand Hotel
600 Commonwealth Place
Gateway Center
Pittsburgh, PA 15222
Tel: 877-999-3223

THE NEGOTIATED ROOM RATE

NWA has negotiated the Federal Per Diem room rate currently set at $125 per night, single/double plus a nightly room tax currently set at 14%. Please note that tax rate is subject to change without notice. NWA encourages you to make your room reservations early to ensure that you will be in the hosting hotel at the guarenteed rate. Upon checking in, each guest will be asked to provide a valid government issued ID along with proof to which the room reservation was made.

METHOD OF ROOM GUARANTEE

The hotel will require a major credit card to guarantee your roon reservations. The hotel also requires one night's deposit (including tax) payable at the time of making your reservations. Reservation cancellation must be received by the hotel three (3) business days prior to your arrival date to be eligible for a refund. Any reservation canceled within the three business days prior to your arrival date will not be refunded.

Room reservations can be made by calling the hotel's reservation desk at 1-877-999-3223 or the hotel's direct line at 412-391-4600. You can also **make your room reservations online**.

Reservations must be made by the cut-off date of Thursday, April 24, 2014. Reservations made after the cut-off date are not guaranteed at the conference rate and are subject to the Hotel's prevailing rates. Room type and needed appliances **MUST** be discussed with the hotel. NWA does not have control over the type of room needed by an individual.

HOTEL CHECK IN/OUT POLICY

The hotel check-in time is 3:00 PM and the check-out time is 12:00 Noon. Guests arriving before 3:00 PM will be accommodated as rooms become available. The hotel's Bell Hop desk can arrange to have your luggage checked and stored depending on space availability. Also, should you require a late check-out, please make such arrangements with the hotel's front desk upon arrival. These arrangements may be governed by the hotel's standard policy.

AIRPORT/TRANSPORTATION

The Greater Pittsburgh International Airport (PIT) is located approximately 18 miles from the Wyndham Grand hotel and is serviced by several major airlines within the US. Shuttle and taxi services are available from the airport and can be obtained by following the signs leading to the Transportation Plaza.

Learn more about the **PIT International Airport**.

HOTEL PARKING

Parking is available at the hotel for registered guests. Guests parking rates are as follows:
Self Parking = $22 per night
Valet parking = $28

Please note that these rates may change without notification.

For parking questions, please call the hotel at 412-391-4600.

Exhibitor Prospectus

View the Exhibitor Prospectus.

View the Interactive Exhibit Floor Plan

The National WIC Association (NWA) invites you to participate as an exhibitor and/or sponsor at our 31st Annual Education and Networking Conference & Exhibits – **Looking Back, Moving Forward!**

Why Exhibit?
If you are seeking to introduce your products and services or an alternative promotional strategy to a new or existing audience, this conference offers several affordable options to meet your marketing needs.

By exhibiting and/or sponsoring at this conference, you will:

- Create new customer and client relationships with WIC decision makers from across the nation;
- Strengthen and build upon existing customer and client relationships;
- Increase visibility for your company/organization in a targeted market
- Promote and market your products and services;
- Reach prime target market segments for your products and services, and
- Demonstrate your commitment to promoting quality preventative public health nutrition for women, infants and children.

Exhibit Dates and Hours:
Sunday, May 18, 2014
6:00 am - 4:00 pm Exhibitor Move-in and Set-up
5:00 pm – 8:00 pm Exhibit Show Opens

Monday, May 19, 2014
7:30 am – 9:00 am Breakfast / Networking & Exhibits
10:00 am – 10:30 am AM Break / Networking & Exhibits
3:30 pm – 4:00 pm PM Break / Networking & Exhibits

Tuesday, May 20, 2014
7:30 am – 9:30 am Breakfast / Networking & Exhibits
10:30 am – 11:00 am AM Break / Networking & Exhibits
12:00 pm – 5:00 pm Exhibitor Teardown / Move out

Booth Sponsorship Levels:
Platinum Level = $8,000.00
Gold Level = $6,000.00
Silver Level = $4,500.00
Bronze Level = $3,500.00

Standard Exhibit Booth Prices: (8'X10')
Commercial/For-Profit Exhibit space - $2,500
Non-Profit Organization Exhibit space - $1,250

Please send a copy of your non-profit status with your application.

NOTE: Platinum, Gold, Silver & Bronze Sponsors have first choice to all available exhibitor spaces.

For questions or to register to exhibit at this conference, please contact Dale Greenberg, the Association's Conference Manager, at dale.greenberg@conferencedirect.com, or by phone on 410-491-2654. Fax: 410-727-8418

Poster Sessions

The Poster Session Sub-committee in now **accepting abstracts** for this year's Annual Education and Networking Conference & Exhibits.

The Conference will provide high quality education workshops and presentations for local and State WIC staff, interested healthcare providers, and WIC partners.

Posters can showcase innovative projects, programs and ideas in Nutrition Education, Breastfeeding, Healthcare, Partnership, Data Systems, Staff Development, Vendor Management, Program Integrity, Dietary Assessments, Literacy Initiatives, Outreach and Training.

- To apply, submit your Poster Application summary in one paragraph of no more than 200 words [excluding title and author name(s)]. It will be published in the program book if your submission is accepted. **Download the application**.
- All posters must include funding sources, if applicable, in the last sentence of the summary. For example, "This project was funded by USDA."
- More than one poster may be submitted per author. Please submit each poster on a separate Poster Application Form.
- The sale of materials or products is not allowed at any poster presentation.
- Poster applications must be received by February 28, 2014.
- **Read tips for effective poster presentations**.

WHAT IS AN ABSTRACT?
An abstract is a brief (200 words or less) narrative of your poster presentation. It should contain enough information so that your audience understands the basic principles of what you want to convey. It may include why you took on a specific activity, what factors to consider when conducting a specific activity, and/or a list of the outcomes that improved your WIC Program. Please include the name, phone number and email of a contact person in your narrative so that conference attendees can find out more information if needed. All of the accepted abstracts will be included in the conference program book.

WHAT IS A POSTER?
A poster is a board presentation that uses text, graphs, charts and pictures to present the highlights of a subject. It should be designed to catch the viewer's attention, quickly acquaint the viewer with the basics of your subject, and make the viewer want to learn more. The poster presentation gives the opportunity to acquaint the conference attendees with the fundamentals of your program, special project, or study analysis quickly and easily. Poster Boards measuring 4 ft by 8 ft will be provided for each poster presentation selected. No audiovisual equipment can be used.

Poster session dates and times:
Note: Poster presenters must register for the Conference & are responsible for all registration fees.

Sunday May 18th
5:00 - 07:30 p.m.

Monday May 19th
07:30 a.m. - 09:00 a.m.
10:00 a.m. - 10:30 a.m.
12:30 p.m. - 02:00 p.m.
03:30 p.m. - 04:00 p.m.

Tuesday, May 20th
07:30 a.m. - 09:00 a.m.
10:30 a.m. - 11:00 a.m.
03:00 p.m. - 03:30 p.m.

For questions regarding the Poster Session, please direct them to the Poster Session Sub-committee Co-Chairs:

Cindy Pillo, Co-Chair
Acting Director
West Virginia WIC Program
350 Capitol Street, Room 519
Charleston, WV 25301
E-mail: Cindy.M.Pillo@wv.gov
Office: #304-558-0030 Fax: #304-558-1541

Sandy Daubman, Co-Chair
Nutrition Education Coordinator
West Virginia WIC Program
350 Capitol Street, Room 519
Charleston, WV 25301
E-mail: Sandy.L.Daubman@wv.gov
Office: # 304-558-0030 Fax: #304-558-1541

NWA 2014 Annual Education and Networking Conference & Exhibits

Conference Registration Form

National WIC Association
2001 S Street, NW, Ste.# 580
Washington, DC
USA
20009
Phone: 202-232-5492
Fax: 202-387-5281
www.nwica.org

Date: 3/3/14

I. NAME BADGE/MAILING INFORMATION

Name: First, Last: Norma Longoria

Job Title : (***Not Credentials***) WIC Director

Agency/Company Name: LA12, Hidalgo County WIC Program

Business Address: 3105 W. University

City: Edinburg

State/Province: Texas / USA

Zip/Postal Code: 78539

Tel #: (956)381-4646

Fax #: (956)380-4056

E-mail Address of Registrant: norma.longoria@wic.co.hidalgo.tx.us

II. REGISTRATION FEES

Regular Registration: Fees Between now and April 15, 2014

☒ NWA Member Rate: $350

☐ Non-member Rate: $450

☐ Single Day Member Rate: $185 ☐ Monday ☐ Tuesday

☐ Single Day Non-member Rate: $245 ☐ Monday ☐ Tuesday

Late Registration: Fees After April 15, 2014

☐ NWA Member Rate: $375

☐ Non-member Rate = $500

☐ Single Day Member Rate: $185 ☐ Monday ☐ Tuesday

☐ Single Day Non-member Rate: $245 ☐ Monday ☐ Tuesday

III. SELECT ALL THAT APPLY

☐ Attendee ☐ Speaker ☐ Intern

IV. PAYMENT METHOD

☐ **Check** **Amount:** _____ Check #: _____

☐ **Purchase Order** Purchase Order # _____

☐ **Credit Card** ☐ VISA ☐ Master Card ☐ American Express ☐ Discover Card

Card #: _____ Expiration Date: _____ CVB Co: _____

Name on Card: _____ Authorized by: _____

V. SPECIAL NEEDS: *Please indicate any special need(s) you may have below.*

☐ Sight Impaired ☐ Wheel Chair ☐ Vegetarian

If you have any questions while completing this form, please call NWA national office on 202-232-5492.
To send this completed form to NWA by e-mail, save the completed form using your **last name** as FILE NAME, then attach the file to an e-mail and send to: nlucero@nwica.org or dfrancois@nwica.org

Once your registration is process, you will receive an e-mail confirmation to the e-address entered above.
You may also complete and print this form, then fax it to 202-387-5281 or mail it with your method of payment to the National WIC Association. Please make check payable to:

National WIC Association
2001 S Street, Suite 580
Washington, DC 20009

NOTE: No refund will be granted for registration cancellation after April 15, 2014.

Submit by E-mail

Zimbra **mague.gonzalez@wic.co.hidalgo.tx.us**

Fwd: The Wyndham Grand Pittsburgh Downtown Reservation Confirmation

From : Nielda Cavazos <nielda.cavazos@co.hidalgo.tx.us> Mon, Mar 10, 2014 11:26 AM
Subject : Fwd: The Wyndham Grand Pittsburgh Downtown Reservation Confirmation
To : Mague Gonzalez <mague.gonzalez@wic.co.hidalgo.tx.us>

From: "The Wyndham Grand Pittsburgh Downtown Team" <groupcampaigns@pkghlrss.com>
To: "nielda cavazos" <nielda.cavazos@co.hidalgo.tx.us>
Sent: Monday, March 10, 2014 11:26:03 AM
Subject: The Wyndham Grand Pittsburgh Downtown Reservation Confirmation

WYNDHAM GRAND
PITTSBURGH DOWNTOWN

Nat'l WIC Assoc. 2014 Annual Conv. ~ 13-May-2014 - 25-May-2014 ~ Wyndham Grand Pittsburgh Downtown

Dear Norma Longoria,

We are pleased to confirm your reservations at the Wyndham Grand Pittsburgh Downtown. The staff of the Wyndham Grand Pittsburgh Downtown is looking forward to your arrival as part of the Nat'l WIC Assoc. 2014 Annual Conv.. Should your travel plans change and you need to make changes to your reservations, please click here or call 1.877.999.3223.

We look forward to welcoming you to the Wyndham Grand Pittsburgh Downtown.

- The Staff of the Wyndham Grand Pittsburgh Downtown

Reservation Details

Online Confirmation:	327VM528
Date Booked:	10-Mar-2014
Reservation Name:	Norma Longoria
Arrival Date:	17-May-2014
Departure Date:	21-May-2014
Room Type:	King City View
Number of Rooms:	1
Number of Guests:	1

Date	Guest(s)	Status	Rate
17-May-2014	1	Confirmed	125.00
18-May-2014	1	Confirmed	125.00
19-May-2014	1	Confirmed	125.00
20-May-2014	1	Confirmed	125.00

Night by Night Rate:

Additional Guest	Rate
Second Guest	0.00
Third Guest	0.00
Fourth Guest	0.00
Fifth Guest	0.00

Total Charge: 500.00

Tax Disclosure: Room rates shown do not include 14% Room Tax Per Night (subject to change). Total charges presented on the website will include all room fees and taxes.

Cancel Policy: Cancellations made within 24 hours prior to arrival will forfeit one night's room and tax.

Lounge

Restaurant

--
Nielda Cavazos, Travel Specialist
Hidalgo County Purchasing
2812 S Bus Hwy 281
Edinburg,Texas 78539
O/956-318-2626
F/956-318-2629

Zimbra **mague.gonzalez@wic.co.hidalgo.tx.us**

PITTSBURGH

From : Sofie @ Via McAllen <sofie@viamcallen.com> Wed, Feb 26, 2014 05:04 PM
Subject : PITTSBURGH 1 attachment
To : mague gonzalez <mague.gonzalez@wic.co.hidalgo.tx.us>

Ms Margarita

I am sending you a possible itinerary $328.00 per person
Let me know at your convenience.
Thank you,
Sofie Zamarripa

17 MAY 14 - SATURDAY
AIR AMERICAN AIRLINES FLT:1137 ECONOMY
LV MCALLEN 1055A EQP:
AIRBUS A319
01HR
40MIN
AR DALLAS FT WORTH 1235P NON-STOP
REF:
MXJZUB
AIR AMERICAN AIRLINES FLT:1469 ECONOMY FOOD FOR
PURCHASE
LV DALLAS FT WORTH 205P EQP: MD-
80
02HR
40MIN
AR PITTSBURGH 545P NON-STOP
REF:
MXJZUB

21 MAY 14 - WEDNESDAY
AIR AMERICAN AIRLINES FLT:1625 ECONOMY FOOD FOR
PURCHASE
LV PITTSBURGH 130P EQP: MD-
80
03HR
00MIN

AR DALLAS FT WORTH 330P NON-STOP
REF:

MXJZUB
AIR AMERICAN AIRLINES FLT:243 ECONOMY
LV DALLAS FT WORTH 455P EQP:
AIRBUS A319

01HR
35MIN
AR MCALLEN 630P NON-STOP
REF:

MXJZUB

THANK YOU FOR CHOOSING TRAVEL ADVISORS INTL.
IF YOU HAVE ANY QUESTIONS PLEASE CALL US AT 956-668-8888
HAVE A SAFE AND ENJOYABLE TRIP
WE HOPE TO BE OF SERVICE TO YOU ON FUTURE VACATIONS

AMERICAN EXPRESS Travel Representative
Sofie Zamarripa
Travel Advisors
1800 S. Main St. Ste. 490
McAllen, TX 78503
T (956) 688.8888 F (956) 668.8889
sofie@viamcallen.com

image003.jpg
9 KB

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 03/14/14

DEPARTMENT NAME: WIC

TOTAL NUMBER OF EMPLOYEES TRAVELING: 1

NAME & TITLE OF EMPLOYEE(S) TRAVELING: Norma Longoria, Margarita Miller, Blanca Colunga

EVENT INFORMATION

TITLE OF EVENT:	Lacatation Counselor Training Course and CLC Certification Exam		
EVENT DATE(S) FROM:	June 2,2014	TO:	06/06/14
DEPARTURE DATE:	06/01/14	RETURN DATE:	06/07/14
LOCATION OF EVENT: CITY:	Pittsburgh	STATE:	PA

PURPOSE OF TRAVEL

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

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

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

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

Will attend the Lactation Training Course and take the Certification Exam. To become Cerified Lacatation Counselors for the WIC Program.

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE
1. REGISTRATION FEE(S)	$ 2,085.00	
Subtotal for Object Code 584	$ 2,085.00	$
2. AIRFARE- ROUNDTRIP COACH FARE ONLY		
3. TAXI FARE		
4. BUS FARE		
5. RENTAL CAR	$ -	
6. GASOLINE/DIESEL/FUEL	$ -	
7. MILEAGE REIMBURSEMENT		
8. TELEPHONE CALLS	$ -	
9. PARKING	$ -	
10. LODGING	$ -	
11. MEALS	$ -	
12. OTHER EXPENSES		
Subtotal for Object Code 583	$ -	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ 2,085.00	$

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

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

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

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

WIC Funds

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

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

I certify that:

- [ ] Trip expenses are necessary and will be incurred for official county business.
- [ ] Reasonable efforts to minimize the use of county funds have been explored.
- [x] Sufficient funds are available within in my department's budget to pay for the related travel expenses without the need of a budget amendment.
- [ ] If this trip is for out-of-state training, the training is not available in some other form that does not require out-of-state travel.

APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD:	DATE:	DEPARTMENT CONTACT PERSON:	PHONE NO.:
Norma Longoria	3/14	Margarita Gonzalez	381-4644

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

- [ ] TRAVEL IS **APPROVED** for the individuals listed below:
- [ ] TRAVEL IS **NOT APPROVED** for the individuals listed below:

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

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

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

DEPARTMENT:	WIC	If, applicable, was travel approved by Co. Exec. Officer?	
DEPARTURE DATE:	6/2/2014	RETURN DATE:	6/7/2014
TO CITY:	Tampa	STATE:	Florida
NAME OF EMPLOYEES ATTENDING SEMINAR:	Norma Longoria, Margarita Miller, Blanca Colunga		
TOTAL# OF EMPLOYEES ATTENDING SEMINAR:	3		

PURPOSE/BENEFIT TO HIDALGO COUNTY:
Attend the Lactation Counselor Training Course and CLC Certification Exam 2014. The WIC Program will have Certified Lactation Counselors which can assist the Peer Counselors

A. WORKSHOP/SEMINAR REGISTRATION(S)

TITLE OF WORKSHOP/SEMINAR:	Lactation Counselor Training Course & CLC Certification Exam 2014		
SPONSORED BY:	Healthy Children Project		
REGISTRATION CHECK PAYABLE TO:	Center for Breastfeeding Healthy Children Project Inc.		
REGISTRATION ADDRESS:	327 Quaker Meeting House Road	SEMINAR START DATE:	6/2/2014
	East Sandwich, MA 02537	SEMINAR END DATE:	6/6/2014
	Early Registration 4 weeks in Advance	PURCHSE ORDER NO.	Req. 252716
1. REGISTRATION COST PER EMPLOYEE:	$695.00	NO. OF EMPLOYEES ATTENDING AT THIS RATE:	3
2. REGISTRATION COST PER EMPLOYEE:	$ -	NO. OF EMPLOYEES ATTENDING AT THIS RATE:	0
3. "FREE REGISTRATION COST:	"FREE"	NO. OF EMPLOYEES ATTENDING FOR "FREE":	0
GL ACCT NO.:	4.1292.441.00.350.001.4.584	TOTAL NO. OF EMPLOYEES ATTENDING:	3

TOTAL COST OF SEMINAR (Registration Cost per Employee x Number of Employees Attending at a rate) . . . . A.	$ 2,085.00
TOTAL THIS PAGE (A):	$ 2,085.00
TOTAL 2ND PAGE (B + C + D):	#VALUE!
GRAND TOTAL (A + B + C + D)	#VALUE!

(SEE PAGE 2 FOR SECTIONS B, C, & D)

E. CERTIFICATIONS AND EMPLOYEE AUTHORIZATIONS FOR PAYROLL DEDUCTIONS

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

DEPARTMENT'S PUBLIC OFFICIAL (Signature)	DEPARTMENT'S CONTACT PERSON	PHONE #
Norma L Longoria	Margarita Gonzalez	(956)381-4646 x 4042

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

EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.
Norma Longoria	Norma L Longoria	4421
Margarita Miller	Margarita Miller	13769
Blanca Colunga	Blanca R Colunga	134848

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

DEPARTMENT:	WIC		
DEPARTURE DATE:	6/2/2014	RETURN DATE:	6/7/2014
TO CITY:	Tampa	STATE:	Florida
NAME OF EMPLOYEES ATTENDING SEMINAR:	Norma Longoria, Margarita Miller, Blanca Colunga		
TOTAL# OF EMPLOYEES ATTENDING SEMINAR:	3		

B. HOTEL RESERVATION(S)

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

NAME OF HOTEL:	Pending	HONE NUMBER :	
ADDRESS OF HOTEL:		CONFIRMATION N0.(s):	
ROOM RATE:		PURCHASE ORDER NO.	
NUMBER OF NIGHTS:	4	GENERAL LEDGER ACCT NO:	4.1292.441.00.350.001.4.583
ROOM RATE:	$ -	TOTAL NO. OF ROOMS:	1
NUMBER OF NIGHTS:	0		
ROOM RATE:	$ -	HOTEL TAX RATE:	14.00%
NUMBER OF NIGHTS:	0		

TOTAL CHECK AMOUNT FOR HOTEL(Daily Room Rate x No. of Rooms x No. of Days x Tax Rate). . . . . B. #VALUE!

C. CAR RENTAL(S)

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

IS A COUNTY VEHICLE ASSIGNED TO YOUR DEPARTMENT? YES / NO		IF YES, EXPLAIN REASON FOR NOT UTILIZING IT? Attach memo if more space needed.	
NAME OF CAR RENTAL COMPANY:			
ADDRESS OF CAR RENTAL COMPANY: *Note: Coordination of travel is required for every group of 4 or less*			
PHONE NUMBER OF CAR RENTAL COMPANY:			
VEHICLE NO. 1 TYPE:		VEHICLE NO. 2 TYPE:	
DAILY CAR RATE:		DAILY CAR RATE:	
NUMBER OF DAYS:		NUMBER OF DAYS:	
CONFIRMATION NO.:		CONFIRMATION NO.	
VEHICLE NO. 1 - NAMES OF EMPLOYEES TRAVELING:		VEHICLE NO. 2 - NAMES OF EMPLOYEES TRAVELING:	
PURCHASE ORDER NO.		GL ACCT NO:	

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

D. AIRFARE(S)

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

NAME OF AIRLINE COMPANY:			
ADDRESS OF AIRLINE COMPANY:			
PHONE NO. OF AIRLINE COMPANY:		CONFIRMATION NO.:	
ROUND TRIP AIRFARE PER PERSON:			
NUMBER OF TRAVELERS:			
GENERAL LEDGER ACCOUNT NUMBEI		P.O. NO.	

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

SUBTOTAL (B+C+D) #VALUE!

The Center for Breastfeeding

a major focus of the HEALTHY CHILDREN PROJECT, INC
a non-profit research and educational institution
pioneering the field of research based breastfeeding education
ethical and evidence based breastfeeding practice
presents:

Lactation Counselor Training Course and CLC® Certification Exam Spring 2014

Register Online!

Stony Brook, NY on January 27-31
San Diego, CA on February 3-7
Colusa, CA on February 3-7
Richmond, VA on February 10-14
Memphis, TN on February 10-14
Columbus, OH on February 10-14
Denver, CO on February 17-21
Houston, TX on February 17-21
Landstuhl, Germany on February 24-28
Longmont, CO on February 24-28
Paducah, KY on March 3-7
Ridgewood, NJ on March 3-7
Hartford, CT on March 10-14
Naperville, IL on March 10-14
Sacramento, CA on March 17-21
Atlanta, GA on March 17-21
Farmington, CT on March 24-28
Salinas, CA on March 24-28
Buffalo, NY on March 24-28
Erie, PA on March 31-April 4
Cincinnati, OH on March 31-April 4
Buffalo, MN on April 7-11
Akron, OH on April 7-11
Kankakee, IL on April 28-May 2
Kingston, NY on April 28-May 2
Lewiston, ME on April 28-May 2
Troy, NY on May 5-9
Tuscon, AZ on May 5-9
Lander, WY on May 12-16
Grand Rapids, MI on May 12-16
Plymouth, NH on May 19-23
Crookston, MN on May 19-23
Henderson, TN on May 19-23
Belleville, IL on June 2-6
Las Vegas, NV on June 2-6
Tampa, FL on June 2-6
Negaunee, MI on June 9-13
Pipestone, MN on June 16-20
Ft. Polk, LA on June 16-20
Harlem, NY on June 23-27
Reno, NV on June 23-27

The Lactation Counselor Training Course will afford you the opportunity to take the core competencies, the Lactation Assessment Tool Competency (LAT), and the exam to become a Certified Lactation Counselor® (CLC) as designated through the Academy of Lactation Policy and Practice (ALPP). As a CLC you will have the knowledge to assist moms and babies, and have the training necessary to counsel in many settings including maternity units in hospitals, birth centers and clinics, outpatient lactation clinics, WIC programs, private practice, and many others. The CLC is a member of the health care team who can provide knowledge and counseling about optimal and sub-optimal breastfeeding. ***This program trains and assesses competency and provides insight into patients' and clients' problems, with a strong focus on counseling skills.*** This course is based on the World Health Organization(WHO)/UNICEF 40 Hour Course. Research has shown that when health care providers take a course such as the Lactation Counselor Training Program and change practice, breastfeeding exclusivity and duration rates increase!

327 Quaker Meeting House Road, East Sandwich, MA 02537
Phone: (508) 888-8044 Fax: (508) 888-8050
www.centerforbreastfeeding.org ◊ email: info@centerforbreastfeeding.org

Lactation Counselor Training Course

About the Lactation Counselor Training Course

This Training Course will be held over 5 days, from 8:15am to 4:30pm, with a lunch break (on your own) from 12:00pm to 1:00pm. In addition, 6 hours of assignments must be completed during lunchtime or after class. Participants must attend all sessions and pass all competency verification elements of the course as well as the final examination in order to successfully complete the course. Candidates who successfully complete the course, pass the exam and competencies administered by The Academy of Lactation Policy and Practice, and who agree to comply with the ALPP Code of Ethics, will be authorized to use the certification marks "Certified Lactation Counselor" and "CLC".

Competency Validation

The ANCC Nursing Skills Competency certificate is only awarded to Registered Nurses (RNs) who meet all of the clinical competencies throughout the week.

Certification as a Certified Lactation Counselor® (CLC®), valid for three years, is awarded by the Academy of Lactation Policy and Practice upon successfully completing the course, passing the CLC® exam and the LAT Competency. The fee for the examination is $100.00 plus $20.00 application fee and may accompany registration. To use Healthy Children Project's Lactation Counselor Training Course as a pathway to taking the exam, you must attend the training program in its entirety every day. Participants may be eligible for the examination if they have independently studied for the exam and taken an equivalent course as preparation. Please see the Academy of Lactation Policy and Practice website for more information, www.talpp.org.

Contact Hours:

This five day workshop provides 45 Contact Hours for **RNs**.

Healthy Children Project, Inc. is accredited as a provider of continuing nursing education by the American Nurses Credentialing Center's Commission on Accreditation.

Provider approved by the California Board of Registered Nursing, Provider Number CEP4931 for 45 contact hours. Florida Provider Number: FBN3373. The program is approved for **RDs** by the Commission on Dietetic Registration for 45 CPEs, Level 2. This program can be applied towards Lamaze recertification. **IBCLCs** will receive 45.0L CERPs from IBLCE. Contact Hours will be awarded to participants who attend the training program in its entirety every day. **Partial credit will not be given to participants who attend only part of a workshop.**

Faculty:

All of the Healthy Children faculty are at the top of the lactation field and have many years experience. Our faculty hold advanced degrees, sit on local and national boards, work with mothers and babies in a variety of settings, have numerous published articles, teach college courses, and are continuously engaged in the national conversation about the field of lactation and its implications for maternal/child health. Please visit the Healthy Children website for a complete listing and bios of our esteemed faculty, www.healthychildren.cc.

The Lactation Counselor Training Program is an ANCC accredited Nursing Skills Competency Program for RNs.
ANCC Expiration Date: 06/01/2016

The curriculum will include:

- The US version of the WHO/UNICEF Breastfeeding Counseling Training
- Introduction to lactation credentials
- The Ten Steps to Successful Breastfeeding
- Examination of factors influencing success at breastfeeding
- Anatomy and physiology of lactation
- Composition of human milk
- Hormones of lactation, insufficient milk syndrome
- Distinct weight gain patterns of breastfed babies
- Examination of effect on milk supply of nicotine, alcohol, contraceptives, use of pacifiers & bottles, engorgement, fluid intake, and diet
- Hypoglycemia and hyperbilirubinemia
- Medical significance of breastfeeding for the mother and infant
- Problems with infant formulas
- How to discuss breastfeeding with pregnant women
- The hospital experience: labor and delivery, infant self-attachment
- Collaborative feeding, infant feeding cues, normal suckling, assessing breastfeeding, strategies to use with infants who present with attachment problems
- Enhanced effectiveness in lactation counseling, with a focus on counseling skills
- The high criticality of early support within the traditional "zone of professional unavailability"
- Sociologic and psychologic issues impacting breastfeeding
- Strategies for premature and ill infants, late term pre mies, multiples (twins, triplets, quads), babies with Down Syndrome, cleft lip and palate
- Breast problems (sore nipples, plugged ducts, mastitis, abscess, etc)
- Maternal nutrition
- Effect of various foods on the nursing infant
- Postpartum mood disorders and breastfeeding
- Fertility in breastfeeding women: Lactational Amenorrhea Method, birth control, oral contraceptives
- Working and breastfeeding
- Medical problems of the mother and contraindications to breastfeeding
- Common concerns after the early weeks: developmental ages and stages in breastfeeding and child nutrition
- Weaning, nursing older babies & toddlers, breast refusal, nursing strike
- Nursing during pregnancy
- Scope of practice: professional responsibilities, ethics, and role delineation
- The Baby-Friendly Hospital Initiative in the US

The Center for Breastfeeding
The Healthy Children Project
327 Quaker Meeting House Road
East Sandwich, MA 02537

ACCREDITED NURSING SKILLS COMPETENCY PROGRAM
AMERICAN NURSES CREDENTIALING CENTER

NON-PROFIT ORG.
U.S. POSTAGE PAID
HEALTHY CHILDREN
SANDWICH MA 02563
PERMIT #15

RETURN SERVICE REQUESTED

TIME SENSITIVE MATERIAL

Comments about the Lactation Counselor Training Course

- *"We want to thank you again for coming to our facility to present the training program. We are already seeing a decrease in our formula supplementation rates for our breastfeeding mothers. This is really helping us with the Joint Commission perinatal core measures!"*
- *"Yours was the second lactation program I've attended and yours was so much better. The difference was that with your training program, every section and every speaker was excellent."*
- *"I can't believe how much I learned in one week! It was also a wonderful experience. After the first two days, I thought you had taught us all there was to know. But you astonished me by continuing to teach more and more."*
- *"What a combination of practical information and research-backed teaching!"*

This nationally recognized training program is now an ANCC Nursing Skills Competency Program. RNs who meet the clinical competencies will receive the ANCC Nursing Skills Competency certificate.

Lactation Counselor Training Schedule Spring 2014

Who should attend the Lactation Counselor Training Course?

- **Anyone who wants to obtain a National Certification; a strong, up-to-date, evidence based foundation in breastfeeding knowledge and skills, and achieve the certification as a Certified Lactation Couselor® (CLC).**
- **Attendees have a wide range of backgrounds and experience in supporting breastfeeding families:** Nurses, Hospital Staff, Public Health/WIC Personnel, Childbirth Educators, Doulas, Visiting Nurses, LPNs, Public Health Nurses, IBCLCs who want CERPs, Pediatricians, Family Practice Physicians, OB/GYNs, Breastfeeding Advocates, Midwives, Perinatal Outreach Workers, Peer Counselors, Speach/Language and Occupational Therapists, La Leche League Leaders, Nursing Mothers Counsel Members, and... You!

Earn your Degree in Lactation!

Together with our other courses, this Training Program can help you earn a bachelors degree in Maternal Child Health: Lactation Consulting! Masters degrees with a focus on Lactation also available. Call for more information.

Bring this Course to Your Facility!

As part of Healthy Children Project's mission, we present most of our conferences in collaboration with private, public, and non-profit agencies. If your organization would like to provide space for a training program in exchange for prepaid registration fees, please call (508) 888-8044 and ask for Mary.

Find out more about our other courses!

Symposium at Sea, Cruise to Greek Isles & Turkey
Departs from Venice Italy August 16-22
Learn to Teach the 20 Hour Course
Santa Rosa, CA on January 27-31
Sacramento, CA on May 12-16
Advanced Issues in Lactation Practice
Suffolk, England on April 7-11
Williamsport, PA on June 2-6
Des Moines, IA on June 23-27
Maternal and Infant Assessment
Suffolk, England on April 2-4
Miami Beach, FL on April 14-16
Onboard a Cruise to Bermuda and Caribbean
Departs from Cape May, NJ on May 8-17
18th International Breastfeeding Conference
Orlando, FL on January 13-17

www.healthychildren.cc

LEAARC ★ Approved ★

Thinking of becoming an IBCLC, ALC or ANLC? The content and objectives in this course cover the blueprint for lactation practice as laid out by IBLCE and awards 45 of the L CERPs needed to qualify for the International Exam. This course can also be used as the prerequisite for the UC San Diego Lactation Consultant course. The CLC and the IBCLC can also be used as a prerequisite for the Advanced Issues In Lactation Practice course to achieve the Advanced Nurse Lactation Consultant, ANLC or the Advanced Lactation Consultant, ALC, designations.

Please Note:

- Confirmations and information about exact location and local overnight accommodations will be emailed to registrants once the training has been confirmed with a minimum number of participants. Please delay purchase of any travel arrangements including airline tickets until a training has been confirmed in writing.
- Travel, lodging, meals, and snacks are the participant's responsibility.
- Refunds are given upon receipt of **written** notice up to **10 days prior to program**. Refunds are subject to a $50 processing fee. Less than the 10 days prior to the training program, we are unable to refund any portion of the tuition, but you may find a substitute or transfer your credit to a future course if you notify us in writing. We are unable to refund any portion of the tuition or give future credit after the program begins, or for "no shows." **Healthy Children reserves the right to cancel the program** if there is insufficient participation 4 weeks before the start of the program. In that case, all tuitions will be refunded with no processing fee.
- Credit card charges will appear on your statement as Healthy Children Project Inc.
- Healthy Children makes continuing efforts to avoid incorrect dates or locations, omissions, and typographical errors. From time to time, mistakes may occur. In such an event, Healthy Children does not assume any responsibility for such errors, and is in no way responsible for any consequential expenses or damages.
- The CLC certification carries no regulatory authority for licensure. All participants should seek information about how this competency verification certification relates to employment in their community.
- It is your responsibility to find out the number of people from your agency who are attending the training program. Group discounts are not given retroactively. Early bird discounts are not given retroactively.
- Space is limited and trainings may fill to capacity months before the class date. Participant seats are not reserved until full payment is received and participant receives written confirmation. Your confirmation is your receipt.
- *The Pocket Guide for Lactation Management* will be used during class and for homework. Participants may share books. This textbook can be purchased as you register, through our website, or from Amazon.com.
- **Babies and Children** will not be admitted to the teaching room except for quietly nursing babies under 6 months; however, **babies are not permitted in the classroom during the administration of the exam.** Please call for the full policy.

In order to achieve the designation of Certified Lactation Counselor® (CLC), you must meet all criteria and pass the exam and the Lactation Assessment Tool Competency administered by The Academy of Lactation Policy and Practice (ALPP). In agreement with Healthy Children Project, ALPP will administer the exam after the training program has ended, during the last day. If you would like to take the exam, you must mark the appropriate box on the registration form and submit payment. Upon completion of the exam, ALPP will notify you of your results in writing within 6-8 weeks.

Program Registration Form

Please print your name legibly so that it will be spelled correctly on your training documents. Mail, fax or call to register. Group discounts still apply to registrations placed over the phone. You may also register online at www.healthychildren.cc

Name Blanca Colunga

Home Address 3105 W. University

City Edinburg, Texas 78539

State Texas Zip 78539 +____

Phone (956) 381-4646

City you want to attend ____

Email address to which we can send your confirmation: ____

Continuing Education Credit

( ) RN license # ____

( ) RD # ____

( ) IBCLC # ____ Exam Date ____

( ) CNM # ____

Regular Tuition (per person)

( ) $625 (X) $575 Early Bird*

Group Tuition (per person)

4 or more people from same agency

( ) $575 ( ) $525 Early Bird*

Agency ____

** Early Bird: An early registration discount of $50 is available if your check or credit card information is **received 4 weeks (28 days) prior** to the beginning of the training.*

Application and Exam Fees (per person)

(X) $120 (Certified Lactation Counselor® Exam Fee $100, plus application fee $20)

The Certified Lactation Counselor® Exam is administered by the Academy of Lactation Policy and Practice (ALPP)

Textbook

( ) Pocket Guide for Lactation Management, $55.00

College Credits

( ) Please enroll me for College Credits (for students who are enrolled/ planning to enroll at the Union Institute and University Maternal Child Health: Lactation Consulting BS Degree) and send me my additional coursework, $228.00

Payment Information

•We are unable to hold a place for you without payment or a purchase order number.

Total Amount Due $695.00

( ) Check enclosed (make checks payable to Healthy Children Project)

( )PO Number ($25 Fee per person)____

*** There is a $25 per person surcharge to use a PO or invoice / bill your agency.**

( ) Credit Card Visa/MC/Amex/Discover

____ ____ ____ ____ ____ ____ ____ ____

Expiration ____/____ VCode** ____

*** The VCode is the 3 digit code on the back of MC, Visa, Disc or 4 digit code on the front of AmEx*

Signature ____

What is the billing address for this card? ____

____

Telephone number of card holder ____

Send to:

The Center for Breastfeeding
The Healthy Children Project, Inc.
327 Quaker Meeting House Road
East Sandwich, MA 02537
Phone registration number: (508) 888-8044
FAX registration number: (508) 888-8050

Please Note:

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- Travel, lodging, meals, and snacks are the participant's responsibility.
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- Credit card charges will appear on your statement as Healthy Children Project Inc.
- Healthy Children makes continuing efforts to avoid incorrect dates or locations, omissions, and typographical errors. From time to time, mistakes may occur. In such an event, Healthy Children does not assume any responsibility for such errors, and is in no way responsible for any consequential expenses or damages.
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Name Norma Longoria

Home Address 3105 W. Univesity Drive

City Edinburg

State Texas Zip 78539 +____

Phone (956) 381-4646

City you want to attend Tamp, Florida

Email address to which we can send your confirmation:
norma.longoria@wic.co.hidalgo.tx.us

Continuing Education Credit

( ) RN license # _____

( ) RD # _____

( ) IBCLC # _____ Exam Date _____

( ) CNM # _____

Regular Tuition (per person)

( ) $625 (X) $575 Early Bird*

Group Tuition (per person)

4 or more people from same agency

( ) $575 ( ) $525 Early Bird*

Agency _____

** Early Bird: An early registration discount of $50 is available if your check or credit card information is **received 4 weeks (28 days) prior** to the beginning of the training.*

Application and Exam Fees (per person)

(X) $120 (Certified Lactation Counselor® Exam Fee $100, plus application fee $20)
The Certified Lactation Counselor® Exam is administered by the Academy of Lactation Policy and Practice (ALPP)

Textbook

( ) Pocket Guide for Lactation Management, $55.00

College Credits

( ) Please enroll me for College Credits (for students who are enrolled/ planning to enroll at the Union Institute and University Maternal Child Health: Lactation Consulting BS Degree) and send me my additional coursework, $228.00

Payment Information

- *We are unable to hold a place for you without payment or a purchase order number.*

Total Amount Due $695.00

(X) Check enclosed (make checks payable to Healthy Children Project)

( )PO Number ($25 Fee per person)_____

*** There is a $25 per person surcharge to use a PO or invoice / bill your agency.**

( ) Credit Card Visa/MC/Amex/Discover

_____ _____ _____ _____

Expiration ____/____ VCode** _____

*** The VCode is the 3 digit code on the back of MC, Visa, Disc or 4 digit code on the front of AmEx*

Signature _____

What is the billing address for this card? _____

_____

Telephone number of card holder _____

Send to:

The Center for Breastfeeding
The Healthy Children Project, Inc.
327 Quaker Meeting House Road
East Sandwich, MA 02537
Phone registration number: (508) 888-8044
FAX registration number: (508) 888-8050

Please Note:

- Confirmations and information about exact location and local overnight accommodations will be emailed to registrants once the training has been confirmed with a minimum number of participants. Please delay purchase of any travel arrangements including airline tickets until a training has been confirmed in writing.
- Travel, lodging, meals, and snacks are the participant's responsibility.
- Refunds are given upon receipt of **written** notice up to **10 days prior to program**. Refunds are subject to a $50 processing fee. Less than the 10 days prior to the training program, we are unable to refund any portion of the tuition, but you may find a substitute or transfer your credit to a future course if you notify us in writing. We are unable to refund any portion of the tuition or give future credit after the program begins, or for "no shows." **Healthy Children reserves the right to cancel the program** if there is insufficient participation 4 weeks before the start of the program. In that case, all tuitions will be refunded with no processing fee.
- Credit card charges will appear on your statement as Healthy Children Project Inc.
- Healthy Children makes continuing efforts to avoid incorrect dates or locations, omissions, and typographical errors. From time to time, mistakes may occur. In such an event, Healthy Children does not assume any responsibility for such errors, and is in no way responsible for any consequential expenses or damages.
- The CLC certification carries no regulatory authority for licensure. All participants should seek information about how this competency verification certification relates to employment in their community.
- It is your responsibility to find out the number of people from your agency who are attending the training program. Group discounts are not given retroactively. Early bird discounts are not given retroactively.
- Space is limited and trainings may fill to capacity months before the class date. Participant seats are not reserved until full payment is received and participant receives written confirmation. Your confirmation is your receipt.
- *The Pocket Guide for Lactation Management* will be used during class and for homework. Participants may share books. This textbook can be purchased as you register, through our website, or from Amazon.com.
- **Babies and Children** will not be admitted to the teaching room except for quietly nursing babies under 6 months; however, **babies are not permitted in the classroom during the administration of the exam.** Please call for the full policy.

In order to achieve the designation of Certified Lactation Counselor® (CLC), you must meet all criteria and pass the exam and the Lactation Assessment Tool Competency administered by The Academy of Lactation Policy and Practice (ALPP). In agreement with Healthy Children Project, ALPP will administer the exam after the training program has ended, during the last day. If you would like to take the exam, you must mark the appropriate box on the registration form and submit payment. Upon completion of the exam, ALPP will notify you of your results in writing within 6-8 weeks.

Program Registration Form

Please print your name legibly so that it will be spelled correctly on your training documents. Mail, fax or call to register. Group discounts still apply to registrations placed over the phone. You may also register online at www.healthychildren.cc

Name Margarita Miller

Home Address 3105 W. University

City Edinburg

State Texas Zip 78539 +____

Phone (956) 381-4646

City you want to attend Tampa, Florida

Email address to which we can send your confirmation: _____

Continuing Education Credit

( ) RN license # _____

( ) RD # _____

( ) IBCLC # _____ Exam Date _____

( ) CNM # _____

Regular Tuition (per person)

( ) $625 (X) $575 Early Bird*

Group Tuition (per person)

4 or more people from same agency

( ) $575 ( ) $525 Early Bird*

Agency _____

** Early Bird: An early registration discount of $50 is available if your check or credit card information is **received 4 weeks (28 days) prior** to the beginning of the training.*

Application and Exam Fees (per person)

(X) $120 (Certified Lactation Counselor® Exam Fee $100, plus application fee $20)
The Certified Lactation Counselor® Exam is administered by the Academy of Lactation Policy and Practice (ALPP)

Textbook

( ) Pocket Guide for Lactation Management, $55.00

College Credits

( ) Please enroll me for College Credits (for students who are enrolled/ planning to enroll at the Union Institute and University Maternal Child Health: Lactation Consulting BS Degree) and send me my additional coursework, $228.00

Payment Information

- *We are unable to hold a place for you without payment or a purchase order number.*

Total Amount Due $695.00

( ) Check enclosed (make checks payable to Healthy Children Project)

( )PO Number ($25 Fee per person)_____

*** There is a $25 per person surcharge to use a PO or invoice / bill your agency.**

( ) Credit Card Visa/MC/Amex/Discover

Expiration ____/____ VCode** _____

*** The VCode is the 3 digit code on the back of MC, Visa. Disc or 4 digit code on the front of AmEx*

Signature _____

What is the billing address for this card? _____

_____

Telephone number of card holder _____

Send to:

The Center for Breastfeeding
The Healthy Children Project, Inc.
327 Quaker Meeting House Road
East Sandwich, MA 02537
Phone registration number: (508) 888-8044
FAX registration number: (508) 888-8050

Nutrition Services
Department of State Health Services

Effective August 1, 2011 Policy No: GA: 22.0

Full Use of Federal Funds

Purpose

To ensure full use of federal funds as required by U.S. Department of Agriculture.

Authority

Section 12(b) of the Richard B. Russell National School Lunch Act, 42 U.S.C. 1760(b), as amended by Section 361 of the Healthy, Hunger-Free Kids Act of 2010 (Public Law 111-296)

Policy

Each Local Agency (Agency) will support full use of Federal funds provided by the Department of State Health Services for administration of the Special Supplemental Nutrition Program for Women, Infants and Children (WIC). The Agency will exclude such funds from budget restrictions or limitations including, at a minimum, hiring freezes, work furloughs, and travel restrictions affecting the WIC Program.

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 03/14/14
TOTAL NUMBER OF EMPLOYEES TRAVELING: 1

DEPARTMENT NAME: WIC
NAME & TITLE OF EMPLOYEE(S) TRAVELING: Norma Longoria, Margarita Miller, Blanca Colunga

RECEIVED MAR 18 2014 BY

EVENT INFORMATION

TITLE OF EVENT:	Lacatation Counselor Training Course and CLC Certification Exam		
EVENT DATE(S) FROM:	June 2,2014	TO:	06/06/14
DEPARTURE DATE:	06/01/14	RETURN DATE:	06/07/14
LOCATION OF EVENT: CITY:	Pittsburgh	STATE:	PA

PURPOSE OF TRAVEL

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

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

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

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

Will attend the Lactation Training Course and take the Certification Exam. To become Cerified Lacatation Counselors for the WIC Program.

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE
1. REGISTRATION FEE(S)	$ 2,085.00	
Subtotal for Object Code 584	$ 2,085.00	$
2. AIRFARE- ROUNDTRIP COACH FARE ONLY		
3. TAXI FARE		
4. BUS FARE		
5. RENTAL CAR	$ -	
6. GASOLINE/DIESEL/FUEL	$ -	
7. MILEAGE REIMBURSEMENT		
8. TELEPHONE CALLS	$ -	
9. PARKING	$ -	
10. LODGING	$ -	
11. MEALS	$ -	
12. OTHER EXPENSES		
Subtotal for Object Code 583	$ -	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ 2,085.00	$

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

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

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

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

WIC Funds

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

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

I certify that:

- [ ] Trip expenses are necessary and will be incurred for official county business.
- [ ] Reasonable efforts to minimize the use of county funds have been explored.
- [x] Sufficient funds are available within in my department's budget to pay for the related travel expenses without the need of a budget amendment.
- [ ] If this trip is for out-of-state training, the training is not available in some other form that does not require out-of-state travel.

APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD:	DATE:	DEPARTMENT CONTACT PERSON:	PHONE NO.:
Norma Longoria	3/14	Margarita Gonzalez	381-4644

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

- [ ] TRAVEL IS **APPROVED** for the individuals listed below:
- [ ] TRAVEL IS **NOT APPROVED** for the individuals listed below:

REVIEWED BY (PRINT NAME):	DATE:	REVIEWER'S SIGNATURE:	PHONE NO.:
Janie Mejos	3-18-14	Janie Mejos	x5691

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

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

Registration
Reg # 353716

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

RECEIVED MAR 18 2014

DATE OF REQUEST: 03/13/14
TOTAL NUMBER OF EMPLOYEES TRAVELING: 1

DEPARTMENT NAME: WIC
NAME & TITLE OF EMPLOYEE(S) TRAVELING: Norma Longoria

EVENT INFORMATION

TITLE OF EVENT:	2014 NWA Annual Education & Networking Conference & Exhibits (NWA)		
EVENT DATE(S) FROM:	05/18/14	TO:	05/21/14
DEPARTURE DATE:	05/17/14	RETURN DATE:	05/21/14
LOCATION OF EVENT: CITY:	Pittsburgh	STATE:	PA

PURPOSE OF TRAVEL

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

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

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

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

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE
1. REGISTRATION FEE(S)	$ 350.00	✓
Subtotal for Object Code 584	$ 350.00	$ ✓
2. AIRFARE- ROUNDTRIP COACH FARE ONLY	$ 328.00	✓
3. TAXI FARE (Shuttle)	$ ~~40.~~ 48.00	✓
4. BUS FARE		
5. RENTAL CAR	$ -	
6. GASOLINE/DIESEL/FUEL	$ -	
7. MILEAGE REIMBURSEMENT		
8. TELEPHONE CALLS	$ -	
9. PARKING	$ -	
10. LODGING	$ 570.00	✓
11. MEALS	$ ~~186.~~ 108.00	✓
12. OTHER EXPENSES Luggage	50.00	✓
Subtotal for Object Code 583	$ ~~1174~~ ~~1,054.00~~	✓
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ ~~1524~~ 1,404.00	$

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

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

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

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

WIC Funds

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

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

I certify that:

- ____ Trip expenses are necessary and will be incurred for official county business.
- ____ Reasonable efforts to minimize the use of county funds have been explored.
- x Sufficient funds are available within in my department's budget to pay for the related travel expenses without the need of a budget amendment.
- ____ If this trip is for out-of-state training, the training is not available in some other form that does not require out-of-state travel.

APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD:	DATE:	DEPARTMENT CONTACT PERSON:	PHONE NO.:
Ramon L Longoria	3/17/14	Margarita Gonzalez	381-4646

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

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

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

REVIEWED BY (PRINT NAME):	DATE:	REVIEWER'S SIGNATURE:	PHONE NO.:
Janie Mejos	3-18-14	Janie Mg	4569
DBM'S DEPARTMENT HEAD APPROVAL (PRINT NAME):	DATE:	SIGNATURE OF DBM DEPARTMENT HEAD:	

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

Lodging Req # 253956

Airfare Req # 253784

Registration Req # 253642

Meals, Luggage & Shuttle Req # 253831

AI-43696 **Comm. Court Executive Office 7. E.**

CC REGULAR

Meeting Date: 03/25/2014

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

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 the County Auditor:

Vendor	Invoice #	Date	Amount
Ivan's Automotive	51449	12/20/13	$14.50

BACKGROUND

PO for this had been liquidated.

Funds avail. in Acct.4-1100-413-00-125-001-0-432

Attachments

inv

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/20/2014 01:29 PM
Purchasing Department	Monica Badillo	03/21/2014 04:46 PM

Form Started By: Monica Badillo Started On: 03/20/2014 10:41 AM

Final Approval Date: 03/21/2014

IVAN's
AUTOMOTIVE
2245 S. BUSINESS HWY. 281
EDINBURG, TX 78539
380-0555

No 51449

Quan.	PART NO. & DESCRIPTION	AMOUNT

NAME Hidalgo City Enviro. DATE 12-20-13 A.M. / P.M.

ADDRESS VIN 5678 PHONE

YEAR AND MAKE	MODEL	MOTOR OR SERIAL NO.	PHONE WHEN READY ☐ YES ☐ NO
2005	F150		

SPEEDOMETER	LICENSE	PROMISED	Order Written By
111,549	51K-268		

Lubri-cate ☐ Change Oil ☐ Oil Filter ☐ Air Filter ☐ Gas Filter ☐ Emission Control Service ☐

PO#686273

TIRES, TUBES AND ACCESSORIES

OUTSIDE REPAIRS
state inspection

GALS. GAS @		Total Labor
QTS. OIL @		Body Work and Outside Repairs 14 50
LBS. GREASE @		Total Parts
TOTAL		Total Gas, Oil and Grease
		Environmental Fee
		SUB-TOTAL 14 50
		TAX —
		TOTAL 14 50

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CAE OF FIRE THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL.

I hereby authorize the above repair work to be done along with the necessary materials, and hereby grant you and/or your employees permission to operate the car, truck, or vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car, truck or vehicle to secure the amount of repairs thereto.

X

AI-43543 **Human Resources 8. A.**

CC REGULAR

Meeting Date: 03/25/2014

Submitted For: District Clerk's Office **Submitted By:** Diana Munoz, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

District Clerk's Office (1100):
1. Approval of the following personnel actions:

Action	Dept/Program	Slot #	Position Title	Proposed / Budgeted Salary
Delete	090-001	0014	Deputy District Clerk II	$33,528.00
Create	090-001	0079	Bookkeeper II	$33,528.00

2. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-412-00-090-001-0-XXX

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

FISCAL NOTE
revised salary schedule
PAR FORMS & JOB DESC

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/12/2014 09:52 AM
Obdett Calzada	Obdett Calzada	03/14/2014 03:21 PM
Rosalinda Cantu	Rosie Cantu	03/14/2014 03:37 PM
Purchasing Department	Monica Badillo	03/21/2014 04:46 PM

Form Started By: Diana Munoz Started On: 03/11/2014 03:32 PM

Final Approval Date: 03/21/2014

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: Tuesday, March 25, 2014 **Agenda Item:** **43543**

Summary of request/proposal:
DISTRICT CLERK'S OFFICE (1100)-
APPROVAL TO DELETE/CREATE THE FOLLOWING FULL TIME POSITIONS:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	DEPUTY DISTRICT CLERK II	0014	113	33,528.00	0.00	(33,528.00)
1100	BOOKKEEPER II	0079	113	0.00	33,528.00	33,528.00
				33,528.00	33,528.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
4-1100-412-00-090-001-0	113	DISTRICT CLERK'S OFFICE	REGULAR FULL TIME	$0.00
4-1100-412-00-090-001-0	211	DISTRICT CLERK'S OFFICE	HEALTH INSURANCE	$0.00
4-1100-412-00-090-001-0	212	DISTRICT CLERK'S OFFICE	LIFE INSURANCE	$0.00
4-1100-412-00-090-001-0	220	DISTRICT CLERK'S OFFICE	FICA	$0.00
4-1100-412-00-090-001-0	230	DISTRICT CLERK'S OFFICE	RETIREMENT	$0.00
4-1100-412-00-090-001-0	250	DISTRICT CLERK'S OFFICE	UNEMPLOYMENT COMP	$0.00
4-1100-412-00-090-001-0	260	DISTRICT CLERK'S OFFICE	WORKER'S COMP	$0.00
			2014 Budgetary Impact	$0.00

2015 Budgetary Impact: $0.00

Possible Funding Sources: **NO BUDGETARY IMPACT.**

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1100-412-00-090-001-0

AI - 43543

DIST CLERK

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED SALARY	2014 ADJUSTED SALARY	2014 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2014 BUDGETED SALARY APPROVED	2014 ACTUAL SALARY	Other Allowances					2014 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	DISTRICT CLERK	$97,500.00	$0.00	$97,500.00	0	$0.00	$0.00	$97,500.00	$97,500.00	$0.00	$0.00	$0.00	$8,000.00	$0.00	$105,500.00
0002	113	CHIEF DEPUTY II	$76,407.00	$0.00	$76,407.00	0	$0.00	$0.00	$76,407.00	$76,407.00	$360.00	$0.00	$0.00	$0.00	$0.00	$76,767.00
0003	113	CHIEF OF APPEALS	$56,238.00	$0.00	$56,238.00	0	$0.00	$0.00	$56,238.00	$56,238.00	$1,800.00	$0.00	$0.00	$0.00	$0.00	$58,038.00
0004	113	ASSISTANT CHIEF DEPUTY	$56,238.00	$0.00	$56,238.00	0	$0.00	$0.00	$56,238.00	$56,238.00	$360.00	$0.00	$0.00	$0.00	$0.00	$56,598.00
0005	113	EXECUTIVE ASSISTANT II	$51,739.00	$0.00	$51,739.00	0	$0.00	$0.00	$51,739.00	$51,739.00	$660.00	$0.00	$0.00	$0.00	$0.00	$52,399.00
0006	113	ACCOUNTANT III	$47,703.00	$0.00	$47,703.00	0	$0.00	$0.00	$47,703.00	$47,703.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$48,723.00
0008	113	DEPUTY DISTRICT CLERK I	$30,566.00	$0.00	$30,566.00	0	$0.00	$0.00	$30,566.00	$30,566.00	$480.00	$0.00	$0.00	$0.00	$0.00	$31,046.00
0009	113	DEPUTY DISTRICT CLERK II	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$300.00	$0.00	$0.00	$0.00	$0.00	$30,642.00
0010	113	DEPUTY DISTRICT CLERK II	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$540.00	$0.00	$0.00	$0.00	$0.00	$30,882.00
0011	113	DEPUTY DISTRICT CLERK II	$33,975.00	$0.00	$33,975.00	0	$0.00	$0.00	$33,975.00	$33,975.00	$660.00	$0.00	$0.00	$0.00	$0.00	$34,635.00
0012	113	DEPUTY DISTRICT CLERK II	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$31,362.00
0013	113	DEPUTY DISTRICT CLERK II	$33,665.00	$0.00	$33,665.00	0	$0.00	$0.00	$33,665.00	$33,665.00	$600.00	$0.00	$0.00	$0.00	$0.00	$34,265.00
		APPROVAL TO DELETE THE FOLLOWING FULL TIME POSITION:														
~~0014~~	~~113~~	~~DEPUTY DISTRICT CLERK II~~	~~$33,528.00~~	~~$0.00~~	~~$33,528.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$33,528.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0015	113	DEPUTY DISTRICT CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0016	113	DEPUTY DISTRICT CLERK II	$31,404.00	$0.00	$31,404.00	0	$0.00	$0.00	$31,404.00	$31,404.00	$420.00	$0.00	$0.00	$0.00	$0.00	$31,824.00
0017	113	DEPUTY DISTRICT CLERK II	$32,853.00	$0.00	$32,853.00	0	$0.00	$0.00	$32,853.00	$32,853.00	$1,800.00	$0.00	$0.00	$0.00	$0.00	$34,653.00
0018	113	DEPUTY DISTRICT CLERK II	$32,853.00	$0.00	$32,853.00	0	$0.00	$0.00	$32,853.00	$32,853.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$34,113.00
0019	113	DEPUTY DISTRICT CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0020	113	DEPUTY DISTRICT CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0021	113	DEPUTY DISTRICT CLERK II	$32,466.00	$0.00	$32,466.00	0	$0.00	$0.00	$32,466.00	$32,466.00	$840.00	$0.00	$0.00	$0.00	$0.00	$33,306.00
0022	113	DEPUTY DISTRICT CLERK II	$32,466.00	$0.00	$32,466.00	0	$0.00	$0.00	$32,466.00	$32,466.00	$900.00	$0.00	$0.00	$0.00	$0.00	$33,366.00
0023	113	DEPUTY DISTRICT CLERK II	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,342.00
0024	113	DEPUTY DISTRICT CLERK II	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$300.00	$0.00	$0.00	$0.00	$0.00	$30,642.00
0025	113	DEPUTY DISTRICT CLERK II	$31,404.00	$0.00	$31,404.00	0	$0.00	$0.00	$31,404.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0026	113	EXECUTIVE ASSISTANT IV	$65,507.00	$0.00	$65,507.00	0	$0.00	$0.00	$65,507.00	$65,507.00	$360.00	$0.00	$0.00	$0.00	$0.00	$65,867.00
0027	113	DEPUTY DISTRICT CLERK II	$31,404.00	$0.00	$31,404.00	0	$0.00	$0.00	$31,404.00	$31,404.00	$360.00	$0.00	$0.00	$0.00	$0.00	$31,764.00
0028	113	DEPUTY DISTRICT CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0029	113	DEPUTY DISTRICT CLERK II	$30,620.00	$0.00	$30,620.00	0	$0.00	$0.00	$30,620.00	$30,620.00	$780.00	$0.00	$0.00	$0.00	$0.00	$31,400.00
0030	113	DEPUTY DISTRICT CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$300.00	$0.00	$0.00	$0.00	$0.00	$26,314.00
0031	113	DEPUTY DISTRICT CLERK I	$26,265.00	$0.00	$26,265.00	0	$0.00	$0.00	$26,265.00	$26,265.00	$300.00	$0.00	$0.00	$0.00	$0.00	$26,565.00
0032	113	DEPUTY DISTRICT CLERK I	$27,295.00	$0.00	$27,295.00	0	$0.00	$0.00	$27,295.00	$27,295.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,295.00
0033	113	DEPUTY DISTRICT CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0034	113	DEPUTY DISTRICT CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0035	113	DEPUTY DISTRICT CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0036	113	DEPUTY DISTRICT CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0037	113	DEPUTY DISTRICT CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$23,993.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,993.00
0038	113	DEPUTY DISTRICT CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0039	113	DEPUTY DISTRICT CLERK I	$30,566.00	$0.00	$30,566.00	0	$0.00	$0.00	$30,566.00	$30,566.00	$360.00	$0.00	$0.00	$0.00	$0.00	$30,926.00
0040	113	DEPUTY DISTRICT CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0041	113	DEPUTY DISTRICT CLERK I	$27,942.00	$0.00	$27,942.00	0	$0.00	$0.00	$27,942.00	$27,942.00	$780.00	$0.00	$0.00	$0.00	$0.00	$28,722.00
0042	113	DEPUTY DISTRICT CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0043	113	DEPUTY DISTRICT CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0044	113	DEPUTY DISTRICT CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0045	113	DEPUTY DISTRICT CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00

0046	113	COLLECTIONS ENFORCEMENT OFFICER I	$26,924.00	$0.00	$26,924.00	0	$0.00	$0.00	$26,924.00	$26,924.00	$360.00	$0.00	$0.00	$0.00	$0.00	$27,284.00
0047	113	DEPUTY DISTRICT CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0048	113	DEPUTY DISTRICT CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0053	113	DEPUTY DISTRICT CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$300.00	$0.00	$0.00	$0.00	$0.00	$26,314.00
0054	113	DEPUTY DISTRICT CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0055	113	DEPUTY DISTRICT CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0056	113	DEPUTY DISTRICT CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0057	113	COLLECTIONS ENFORCEMENT OFFICER I	$29,656.00	$0.00	$29,656.00	0	$0.00	$0.00	$29,656.00	$29,656.00	$360.00	$0.00	$0.00	$0.00	$0.00	$30,016.00
0058	113	DEPUTY DISTRICT CLERK I	$26,265.00	$0.00	$26,265.00	0	$0.00	$0.00	$26,265.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0059	113	DEPUTY DISTRICT CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0060	113	DEPUTY DISTRICT CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0061	113	DEPUTY DISTRICT CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0062	113	DEPUTY DISTRICT CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0063	113	DEPUTY DISTRICT CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0064	113	DEPUTY DISTRICT CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$300.00	$0.00	$0.00	$0.00	$0.00	$26,314.00
0065	113	DEPUTY DISTRICT CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$660.00	$0.00	$0.00	$0.00	$0.00	$26,674.00
0066	113	DEPUTY DISTRICT CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$300.00	$0.00	$0.00	$0.00	$0.00	$26,314.00
0067	113	ACCOUNTANT IV	$52,002.00	$0.00	$52,002.00	0	$0.00	$0.00	$52,002.00	$52,002.00	$300.00	$0.00	$0.00	$0.00	$0.00	$52,302.00
0071	113	ASSISTANT DEPUTY DISTRICT CLERK	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$22,303.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,303.00
0072	113	ASSISTANT DEPUTY DISTRICT CLERK	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$20,570.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,570.00
0073	113	DEPUTY DISTRICT CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0074	113	DEPUTY DISTRICT CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0075	113	DEPUTY DISTRICT CLERK I	$25,256.00	$0.00	$25,256.00	0	$0.00	$0.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0076	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0077	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0078	113	DEPUTY DISTRICT CLERK SUPERVISOR	$0.00	$39,108.00	$39,108.00	0	$0.00	$0.00	$39,108.00	$39,108.00	$720.00	$0.00	$0.00	$0.00	$0.00	$39,828.00
		APPROVAL TO CREATE THE FOLLOWING FULL TIME POSITION:														
0079	**113**	**BOOKKEEPER II**	**$0.00**	**$33,528.00**	**$33,528.00**		**$0.00**	**$0.00**	**$33,528.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
			$2,157,971.00	$72,636.00	$2,230,607.00		$0.00	$0.00	$2,230,607.00	$2,187,684.00	$19,860.00	$0.00	$0.00	$8,000.00	$0.00	$2,215,544.00

Approval to delete and/or create the above highlighted full-time positions.
All personnel actions pending CC approval.

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo County District Clerk Office 090-001

DATE: March 10, 2014

CURRENT POSITION TITLE: Deputy District Clerk II

CURRENT SLOT. #: ~~14~~ 0014

RECEIVED MAR 10 2014 HUMAN RESOURCES

REQUESTED POSITION TITLE:

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:	$ 33,528.00	$ 0	$ (33,528.00) 0
	Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	X	Exempt	
Non-Exempt		Non-Exempt	X
N/A			

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

After careful review and assessment of office divisions and in light of the new e-filing mandate, the district clerk office proposes to incorporate minor changes to our structure. Hence, our office proposes to DELETE the Deputy District Clerk II position and CREATE a Bookkeeper II position to assist in Accounting Division. The proposed changes will have no physical impact to the general fund or the office budget.

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)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Ricardo Contreras, Jr. DEPARTMENT HEAD	March 10, 2014 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	■ YES	☐ NO
2.	Esther A. Cortez for Sylvia Rios HUMAN RESOURCES DIRECTOR	03.11.14 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	MAR 14 2014 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED MAR 11 2014 HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Hidalgo County District Clerk Office 090-001

DATE: March 10, 2014

CURRENT POSITION TITLE:

CURRENT SLOT. #: 079

REQUESTED POSITION TITLE:

Bookkeeper II

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Create

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

POSITION SALARY REQUEST:

Salary Amount: $ ~~33,528.00~~ 0 (Current Budgeted Salary) $ 33,528.00 (Proposed Budgeted Salary) $ $33,528.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	X	Exempt	
Non-Exempt		Non-Exempt	X
N/A			

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

After careful review and assessment of office divisions and in light of the new e-filing mandate, the district clerk office proposes to incorporate minor changes to our structure. Hence, our office proposes to DELETE a Deputy District Clerk II position and CREATE a Bookkeeper II position to assist in the Accounting Division. The proposed changes will have no physical impact to the general fund or the office budget.

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

See attached Bookkeeper II 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)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. Ricardo Contreras, Jr.	March 10, 2014				
DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	■ YES	☐ NO	
2. Esther A. Cortez by Sylvia Rios	03.11.13				
HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO	
3.	MAR 14 2014				
DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO	
4.					
COMMISSIONERS COURT APPROVAL	DATE				

HIDALGO COUNTY

BOOKKEEPER II

GENERAL DESCRIPTION

Performs entry-level technical accounting work; Work involves detailed assignments, classifying, examining, and verifying financial records, documents, or reports; Works under moderate supervision with minimal latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Classifies, codes, posts, and balances assigned financial accounting documents and records

Compiles statistical, financial, accounting, or auditing reports and tables pertaining to cash receipts, expenditures, accounts payable and receivable, and profit and/or losses

Calculates, prepares, invoices, account statements, and other financial statements according to procedure and submits to auditor's office for processing

Prepares payment, cash, general journal, and related voucher

Reviews balances on expenditure reports for availability

Reconciles bank statements, researches discrepancies, and reports findings

Will create spreadsheets for reports

May perform payroll related activities

May receive cash, prepare deposits slips, and maintain cash control records

Assists with financial statements and operating reports

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two (2) years related experience with accounting or bookkeeping principles

Graduation from a high school or equivalent (GED) supplemented by college course work in accounting

Experience and education may be substituted for one another

Knowledge, Skills, and Abilities

Knowledge of generally accepted accounting principles and procedures affecting the maintenance of accounting records and automated accounting systems

Skill in the use of a personal computer and related office equipment

Knowledge of MS Word and Excel

Ability to review work for accuracy, to accurately perform detailed numerical work, to make arithmetical computations, and to prepare financial and accounting records

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

AI-43674 **Human Resources 8. B.**

CC REGULAR

Meeting Date: 03/25/2014

Submitted For: Planning Department **Submitted By:** Sylvia Rios, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

Planning Department (1100)/Planning and Engineering (1200):
1. Approval of the following personnel actions:

Action	Slot #	Position Title	Dept	Proposed/Budgeted Salary
Delete	0002	Subdivision Inspector	210-002	$35,391.00
Create	0024	Administrative Assistant III	210-001	$35,000.00

2. Approval of interfund transfer.
3. Approval of revised salary schedule(s).

BACKGROUND

Fiscal Impact

FISCAL YEAR: SEE BELOW **ACCT. #:**

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

BUDGETARY IMPACT:

PLANNING & ENGINEERING: NO BUDGETARY IMPACT- COST SAVINGS. FUNDS WILL BE TRANSFERRED TO GENERAL FUND (1100) VIA INTERFUND TRANSFER.
4-1200-431-00-210-002-0-XXX

P**LANNING DEPARTMENT: NO BUDGETARY IMPACT.** PENDING CC APPROVAL OF INTERFUND TRANSFER FROM FUND (1200).
4-1100-419-10-210-001-0-XXX

Attachments

INTERFUND TRANSFER
FISCAL NOTE(S)
REVISED SALARY SCHEDULE(S)
Job Description
PAR forms

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/20/2014 07:24 AM
Obdett Calzada	Obdett Calzada	03/21/2014 09:53 AM
Rosalinda Cantu	Rosie Cantu	03/21/2014 03:56 PM

Purchasing Department Monica Badillo 03/21/2014 04:46 PM

Form Started By: Sylvia Rios Started On: 03/19/2014 02:38 PM

Final Approval Date: 03/21/2014

DATE: March 25, 2014

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

2014
Interfund Transfer

AI-43674

DEPARTMENT NAME: Hidalgo County Budget & Management- PLANNING DEPT

ACCOUNT NUMBER: 4-1X00-4XX-X0-210-00X-0-XXX

CONTACT PERSON: Obdett Calzada **PHONE:** (956) 272-7025 Ext. 5419

SUBJECT: **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM:				
4-1200-431-00-210-002-0	113	PLANNING & ENGINEERING	REGULAR FULL TIME	(27,088.12)
4-1200-431-00-210-002-0	211	PLANNING & ENGINEERING	HEALTH INSURANCE	(4,355.77)
4-1200-431-00-210-002-0	212	PLANNING & ENGINEERING	LIFE INSURANCE	(29.07)
4-1200-431-00-210-002-0	220	PLANNING & ENGINEERING	FICA	(2,072.24)
4-1200-431-00-210-002-0	230	PLANNING & ENGINEERING	RETIREMENT	(2,949.90)
4-1200-431-00-210-002-0	250	PLANNING & ENGINEERING	UNEMPLOYMENT COMP	(154.40)
4-1200-431-00-210-002-0	260	PLANNING & ENGINEERING	WORKER'S COMP	(4,604.98)
4-1200-391-01-000-100-0	**000**	**TRANSFERS IN- GENERAL FUND**		**(41,254.48)**
TO:				
4-1100-491-01-000-200-0	**891**	**TRANSFERS OUT- R&B FUND**		**(41,254.48)**
4-1100-419-10-210-001-0	113	PLANNING DEPARTMENT	REGULAR FULL TIME	27,088.12
4-1100-419-10-210-001-0	211	PLANNING DEPARTMENT	HEALTH INSURANCE	4,355.77
4-1100-419-10-210-001-0	212	PLANNING DEPARTMENT	LIFE INSURANCE	29.07
4-1100-419-10-210-001-0	220	PLANNING DEPARTMENT	FICA	2,072.24
4-1100-419-10-210-001-0	230	PLANNING DEPARTMENT	RETIREMENT	2,949.90
4-1100-419-10-210-001-0	250	PLANNING DEPARTMENT	UNEMPLOYMENT COMP	154.40
4-1100-419-10-210-001-0	260	PLANNING DEPARTMENT	WORKER'S COMP	4,604.98
		TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON: TO FUND THE CREATION OF ONE (1) ADMINISTRATIVE ASSISTANT III IN PLANNING DEPT (FUND 1100).

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

____/____/____
DATE

ATTEST, COUNTY CLERK

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: Tuesday, March 25, 2014 **Agenda Item:** **43674**

Summary of request/proposal:
PLANNING AND ENGINEERING (1200)-
APPROVAL TO DELETE THE FOLLOWING FULL TIME POSITION:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1200	SUBDIVISION INSPECTOR	0002	113	35,391.00	0.00	(35,391.00)
				35,391.00	0.00	(35,391.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
4-1200-431-00-210-002-0	113	PLANNING & ENGINEERING	REGULAR FULL TIME	($27,390.74)
4-1200-431-00-210-002-0	211	PLANNING & ENGINEERING	HEALTH INSURANCE	($4,355.77)
4-1200-431-00-210-002-0	212	PLANNING & ENGINEERING	LIFE INSURANCE	($29.07)
4-1200-431-00-210-002-0	220	PLANNING & ENGINEERING	FICA	($2,095.39)
4-1200-431-00-210-002-0	230	PLANNING & ENGINEERING	RETIREMENT	($2,982.85)
4-1200-431-00-210-002-0	250	PLANNING & ENGINEERING	UNEMPLOYMENT COMP	($156.13)
4-1200-431-00-210-002-0	260	PLANNING & ENGINEERING	WORKER'S COMP	($7,669.41)
			2014 Budgetary Impact	($44,679.36)

2015 Budgetary Impact: ($57,729.26)

Possible Funding Sources: **NO BUDGETARY IMPACT: COST SAVINGS. FUNDS WILL BE TRANSFERRED TO GENERAL FUND- 1100 VIA INTERFUND TRANSFER.**

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1100-419-10-210-001-0

AI - 43674

PLANNING DEPT

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED SALARY	2014 ADJUSTED SALARY	2014 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2014 BUDGETED SALARY APPROVED	2014 ACTUAL SALARY	Other Allowances					2014 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	112	PLANNING ADMINISTRATOR	$120,687.00	$0.00	$120,687.00	0	$0.00	$0.00	$120,687.00	$120,687.00	$720.00	$0.00	$0.00	$0.00	$0.00	$121,407.00
0002	113	PLANNING SUPERVISOR	$58,127.00	$0.00	$58,127.00	0	$0.00	$0.00	$58,127.00	$58,127.00	$720.00	$0.00	$0.00	$8,000.00	$0.00	$66,847.00
0003	113	ENGINEERING TECHNICIAN V	$50,614.00	$0.00	$50,614.00	0	$0.00	$0.00	$50,614.00	$50,614.00	$660.00	$0.00	$0.00	$0.00	$0.00	$51,274.00
0004	113	ENGINEERING TECHNICIAN III	$40,347.00	$0.00	$40,347.00	0	$0.00	$0.00	$40,347.00	$40,347.00	$480.00	$0.00	$0.00	$0.00	$0.00	$40,827.00
0005	113	PLANNER	$38,222.00	$0.00	$38,222.00	0	$0.00	$0.00	$38,222.00	$38,222.00	$720.00	$0.00	$0.00	$0.00	$0.00	$38,942.00
0006	113	PLANNING INSPECTOR III	$35,064.00	$0.00	$35,064.00	0	$0.00	$0.00	$35,064.00	$35,064.00	$360.00	$0.00	$0.00	$0.00	$0.00	$35,424.00
0007	113	ADMINISTRATIVE ASSISTANT III	$37,359.00	$0.00	$37,359.00	0	$0.00	$0.00	$37,359.00	$37,359.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$38,619.00
0008	113	ENGINEERING TECHNICIAN II	$34,589.00	$0.00	$34,589.00	0	$0.00	$0.00	$34,589.00	$34,589.00	$360.00	$0.00	$0.00	$0.00	$0.00	$34,949.00
0009	113	ADMINISTRATIVE ASSISTANT III	$35,064.00	$0.00	$35,064.00	0	$0.00	$0.00	$35,064.00	$35,064.00	$720.00	$0.00	$0.00	$0.00	$0.00	$35,784.00
0010	113	PLANNING INSPECTOR III	$32,769.00	$0.00	$32,769.00	0	$0.00	$0.00	$32,769.00	$32,769.00	$360.00	$0.00	$0.00	$0.00	$0.00	$33,129.00
0011	113	PLANNING INSPECTOR III	$32,769.00	$0.00	$32,769.00	0	$0.00	$0.00	$32,769.00	$32,769.00	$300.00	$0.00	$0.00	$0.00	$0.00	$33,069.00
0012	113	CLERK III	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0013	113	PLANNING INSPECTOR II	$30,062.00	$0.00	$30,062.00	0	$0.00	$0.00	$30,062.00	$30,062.00	$360.00	$0.00	$0.00	$0.00	$0.00	$30,422.00
0014	113	PLANNING INSPECTOR II	$28,094.00	$0.00	$28,094.00	0	$0.00	$0.00	$28,094.00	$28,094.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,094.00
0015	113	PLANNING INSPECTOR II	$28,094.00	$0.00	$28,094.00	0	$0.00	$0.00	$28,094.00	$28,094.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,094.00
0016	113	PLANNING INSPECTOR II	$28,094.00	$0.00	$28,094.00	0	$0.00	$0.00	$28,094.00	$28,094.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,094.00
0017	113	CLERK IV	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$660.00	$0.00	$0.00	$0.00	$0.00	$31,002.00
0018	113	CLERK III	$28,745.00	$0.00	$28,745.00	0	$0.00	$0.00	$28,745.00	$28,745.00	$420.00	$0.00	$0.00	$0.00	$0.00	$29,165.00
0020	113	CLERK III	$28,745.00	$0.00	$28,745.00	0	$0.00	$0.00	$28,745.00	$28,745.00	$600.00	$0.00	$0.00	$0.00	$0.00	$29,345.00
0021	113	PLANNING INSPECTOR I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,087.00
0022	113	GIS CLERK II	$0.00	$23,695.00	$23,695.00	0	$0.00	$0.00	$23,695.00	$23,695.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,695.00
0023	113	GIS CLERK II	$0.00	$23,695.00	$23,695.00	0	$0.00	$0.00	$23,695.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		APPROVAL TO CREATE THE FOLLOWING FULL TIME POSITION:														
0024	113	ADMINISTRATIVE ASSISTANT III	$0.00	$35,000.00	$35,000.00		$0.00	$0.00	$35,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
			$767,888.00	$82,390.00	$850,278.00		$0.00	$0.00	$850,278.00	$791,583.00	$8,700.00	$0.00	$0.00	$8,000.00	$0.00	$808,283.00

Approval to create the above highlighted full-time position.
All personnel actions pending CC approval.

ADMINISTRATIVE ASSISTANT III

GRADE: 08

GENERAL DESCRIPTION

Employee performs complex administrative support or technical program assistance work. Work involves disseminating information, maintaining filing systems, and performing internal administrative support work. Employee may supervise the work of others and may train others. Employee works under general supervision with moderate latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Prepares, interprets, and disseminates information concerning agency programs and procedures

Prepares, edits, and distributes correspondence, reports, studies, forms, and documents

Participates in the planning and execution of an agency program

Develops, coordinates, and maintains record keeping and filing systems

Responds to inquiries regarding rules, regulations, policies, and procedures

Coordinates meetings, conferences, and seminars

Assists in the development of administrative or technical assistance policies and procedures

May coordinate work between organizational units of the agency

May assist in compiling and analyzing data, making calculations, and preparing reports

May assist in the preparation of presentations for administrative hearings

May research, compose, design, or edit agency publications such as brochures, forms, and manuals

May develop training materials

May train others

May supervise the work of others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two to three (2-3) years of experience in administrative support work. Graduation from a junior college with an Associate's degree in administrative support preferred. Two (2) years of experience maybe substituted for one (1) year of education.

Knowledge, Skills, and Abilities

Knowledge of office practices and administrative procedures

Skill in standard office equipment and software

Ability to implement administrative procedures and to evaluate their effectiveness; to interpret rules, regulations, policies, and procedures; to communicate effectively, to train others; and to supervise the work of others

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAR 19 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: PLANNING AND ENGINEERING (210-~~010~~ 002 apr) DATE: 11/14/2013

CURRENT POSITION TITLE: SUBDIVISION INSPECTOR CURRENT SLOT #: ~~IBD~~ 0002

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other DELETION

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

POSITION SALARY REQUEST:

Salary Amount:

$ 35,391.00	$ ~~N/A~~ ϕ	$ (35,391.00)
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

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

☒ Other N/A

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ Enter hourly rate for temp. positions

Full Time Employee Object 121 ☐ Part Time Temporary Object 122 ☐ $ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☒	Non-Exempt	☒
N/A	☐		

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

The deletion of this position creates a net savings to Hidalgo County while at the same time allowing the budgeted funds to provide for reclassifications for (4) positons that are vital to the Planning and Engineering Division which accounts for numerous engineering projects in all four precincts.

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

See Attachment

POSITION RECLASSIFICATION: 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	3-19-14 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X] YES	[ ] NO
2.	Esther A. Cortez/sfe HUMAN RESOURCES DIRECTOR	03.20.14 Date	PERSONNEL PROCEDURES COMPLETED	[✓] YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	3/20/14 Date	BUDGET PROCEDURES COMPLETED	[✓] YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAR 20 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: PLANNING DEPT (210 ~~010~~ 001) DATE: 3/19/2014

CURRENT POSITION TITLE: N/A CURRENT SLOT #: 0024

REQUESTED POSITION TITLE: Administrative Assistant III

REQUEST FOR:

[x] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

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

POSITION SALARY REQUEST:

Salary Amount:

$	$	$
ϕ	35,000.00	35,000.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[x] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS: N/A

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

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

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

The County has recently adopted new Orders that deal with the regulation of mobile food vendors and junkyards, automotive wrecking and salvage yards. Also, we are currently poised to adopt the regulation of roadside vendors. These new Orders have created a need for this new position in order to keep an inventory of permits, citations and to closely monitor the procedural aspects of these new regulations.

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

See Attachment

POSITION RECLASSIFICATION: 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

Currently the creation will be funded from R&B. Next year (2015) funding will derive from General Fund consequently increasing the General Fund Salary level. Therefore, our department does not recommend this action due to the effect the creation will eventually have on General Fund.

3/21/14

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	3-19-14 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X] YES	[ ] NO
2.	Esther A. Cortez /sga HUMAN RESOURCES DIRECTOR	03.19.14 Date	PERSONNEL PROCEDURES COMPLETED	[✓] YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	2/20/14 Date	BUDGET PROCEDURES COMPLETED	[ ] YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date			

Currently, this section will be found from P# 15. Must open (215) Plumbing will close Section Crushed and consequently unreachable via Crushed and Packets used. Therefore, new alignment does not recommend this action. Due to we adjust the Crushed will eventually stay on Crushed Sand.

AI-43550 **Sheriff's Office 9. A.**

CC REGULAR

Meeting Date: 03/25/2014

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Authorization and Approval to apply for the FY2014 State Criminal Alien Assistance Program (SCAAP) with the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice.

BACKGROUND

The Bureau of Justice Assistance (BJA) administers the State Criminal Alien Assistance Program (SCAAP) in conjunction with the Bureau of Immigration and Customs Enforcement (ICE) and Citizenship and Immigration Services, Department of Homeland Security (DHS).

Federal payments are made to states and localities that incurred costs for incarcerating known (DHS verified) undocumented criminal aliens.

Awarded monies are to be used for correctional purposes only.

Applications are to be submitted online via the OJP Grants Management System (GMS). Deadline for submitting the applications is May 13, 2014 (6:00 P.M., EDT).

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1284-423-00-280-042-4-XXX

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

BUDGETARY IMPACT:

No local match is required.

Approval to apply for the FY2014 State Criminal Alien Assistance Program (SCAAP).

Attachments

Application Notice SCAAP 2014

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	03/12/2014 08:46 AM
Budget & Management	Debbie Tamez	03/12/2014 02:39 PM
Obdett Calzada	Obdett Calzada	03/21/2014 09:04 AM
Purchasing Department	Monica Badillo	03/21/2014 04:46 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 03/12/2014

Final Approval Date: 03/21/2014

From: SCAAP <SCAAP@usdoj.gov>
Date: March 11, 2014 at 7:34:04 PM CDT
To: Undisclosed recipients:;
Subject: State Criminal Alien Assistance Program (SCAAP) FY 2014 Application Announcement

Dear SCAAP Participant,

The Bureau of Justice Assistance (BJA) is pleased to announce the upcoming release date of the FY 2014 State Criminal Alien Assistance (SCAAP) Program and to provide updates to the SCAAP Guidance.

BJA administers SCAAP in conjunction with the Bureau of Immigration and Customs Enforcement (ICE) and Citizenship and Immigration Services, Department of Homeland Security (DHS). SCAAP provides federal payments to states and localities that incurred correctional officer salary costs for incarcerating undocumented criminal aliens.

Opening Date and Deadline

The OJP Grants Management System (GMS) will open on Tuesday, April 1, 2014 to accept the Fiscal Year 2014 SCAAP applications. All applications must be submitted electronically at https://grants.ojp.usdoj.gov by 6:00 p.m. (e.d.t.) on **May 13, 2014**. Extensions or exceptions to this deadline cannot be granted. Because of the volume and complexities involved in verification of all submitted inmate data and the fact that BJA transmits this file to DHS immediately after the close of the solicitation, it is not possible for additional applicant data to be reviewed and sent to DHS after the deadline.

How to Apply

Enter your user name and password at the GMS site https://grants.ojp.usdoj.gov. Once you have logged in, go to the Funding Opportunities link on the left hand side of the screen. Search for all Bureau of Justice Assistance grants. Locate the SCAAP solicitation after the search is complete and click on the Apply Online button. For assistance with the user name and password, please contact the GMS Helpdesk at 1-888-549-9901, option 3.

Reporting Period

The FY 2014 reporting period for inmate and salary cost data is July 1, 2012 - June 30, 2013.

Salary Costs

Salary cost data must be actual dollar amounts paid for correctional officers salaries during the reporting period. Correctional officer salary costs may include premium pay for specialized service, shift differential pay, and fixed-pay increases for time in service. It may also include overtime required by negotiated contract, statute, or regulation such as union agreements, contractual obligations, and required post staffing minimums. This figure should not include benefits.

FBI Number

The Bureau of Justice Assistance is highly encouraging SCAAP applicants to include the FBI number for each inmate record submitted on the FY 2014 SCAAP application. The FBI number is one of several options that will help ensure that only eligible inmates are entered into the SCAAP application, as the FBI number is automatically assigned to each individual arrested and convicted of a felony or two misdemeanors. Per the SCAAP Program Guidelines, eligible inmates are defined as those who have one felony conviction or two misdemeanor convictions. In addition, the FBI number should help decrease the number of unknown inmate records paid each year with SCAAP funds. Please see the following link to assist recipients that have not collected the FBI number in the past for each state: http://www.fbi.gov/about-us/cjis/criminal-history-summary-checks/state-identification-bureau-listing.

Sincerely,

SCAAP Program Team

AI-43554 **Sheriff's Office 9. B.**

CC REGULAR

Meeting Date: 03/25/2014

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

Department: SHERIFF DEPT.

Information

CAPTION

1. Approval of Certification of Revenues as certified by the County Auditor for the 2014 L.E.O.S.E. allocation to the Sheriff's Office in the amount of $42,531.50.

2. Approval of Budget Amendment to appropriate the 2014 L.E.O.S.E. Allocation from the State Comptroller in the amount of $42,531.50.

BACKGROUND

See attached Certification of Revenue & Budget Amendment.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1220-421-00-280-004-0-XXX

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

BUDGETARY IMPACT:

Appropriation in the amount of $42,531.50.
Appropriation into 583 & 584 in the amounts of $29,531.50 & $13,000.00 (respectively).
Appropriation available from L.E.O.S.E. revenue.

4-1220-335-00-280-000-0-000 Sheriff L.E.O.S.E. Revenue

Attachments

Budget Amendment

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Debbie Tamez	03/21/2014 03:14 PM
Budget & Management	Debbie Tamez	03/21/2014 03:16 PM
Manuel Chapa	Manuel Chapa	03/21/2014 03:58 PM
Purchasing Department	Monica Badillo	03/21/2014 04:46 PM

Form Started By: Rosie Hinojosa Started On: 03/12/2014 10:46 AM

Final Approval Date: 03/21/2014

DATE: **March 12, 2014**

DEPARTMENT HEAD: **Sheriff Guadalupe "Lupe" Trevino**

DEPARTMENT NAME: **Sheriff's L.E.O.S.E.**

ACCOUNT NUMBER: **4-1220-421-00-280-004-0-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 budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
4-1220-421-00-280-004-0-583	Out of County Employee Travel	29,531.50
4-1220-421-00-280-004-0-584	Registration Fees	13,000.00
4-1220-335-00-280-000-0-000	Sheriff's L.E.O.S.E. Revenues	42,531.50

TOTAL BUDGET INCREASE REQUEST **$ 42,531.50**

REASON: To appropriate the Sheriff's L.E.O.S.E. Allocation from the State Comptroller in the amount of $42,531.50.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT **DATE** **ATTEST COUNTY CLERK**

AI-43734 **Sheriff's Office 9. C.**

CC REGULAR

Meeting Date: 03/25/2014

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Approval to accept the FY2013 Operation Stonegarden Grant from the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA) in the amount of $3,321,163.51 passed through TX Dept. of Public Safety.
2. Authorization to pay Overtime reimbursable under the grant terms and conditions.
3. Authorization for County Judge, as authorized official, to sign (and initial) award and required documents.
4. Approval of Certification of Revenues as certified by the County Auditor for the FY2013 Operation Stonegarden Grant.
5. Approval to appropriate the budget for the Sheriff's Office portion of the FY2013 Operation Stonegarden Grant in the amount of $1,600,000.00.

BACKGROUND

On 6/4/13, Commissioners' Court approved applying for the FY2013 Operation Stonegarden Grant from the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA). Agenda Item #39049.

SAA Award No. 13-SR-48215-01
Federal Grant Award No. EMW-2013-SS-00045

The grant award is for $3,321,163.51 of which $1,600,000.00 is for the Hidalgo County Sheriff's Office. The remaining balance of $1,721,163.51 is assigned to 4 (four) Hidalgo County Constable Offices and 12 (twelve) city police departments within Hidalgo County.

Grant Operation: Date is from 9/1/13 to 2/28/15.

Constable Offices: Precinct 1, 2, 3 and 4
Cities: Alamo, Donna, Edinburg, Hidalgo, La Joya, Mercedes, Mission, Palmview, Penitas, Pharr, San Juan, and Weslaco.

The individual sub-recepient agreements (interlocals) between Hidalgo County and the respective cities are to be submitted to Commissioners' Court at a later date.
Appropriations of the respective Constable Offices/City budgets will be submitted at a later date.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1284-421-00-280-047-6-XXX

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

BUDGETARY IMPACT:

No local match is required.

Attachments

GAN and TC OPSG FY13 amend

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/21/2014 03:58 PM
Manuel Chapa	Manuel Chapa	03/21/2014 04:00 PM
Purchasing Department	Monica Badillo	03/21/2014 04:46 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 03/21/2014 02:18 PM

Final Approval Date: 03/21/2014

Texas Department of Public Safety

2013 Sub-Recipient Award for Hidalgo County

1. General Award Information	Reference/Encumbrance No:	
Date of Award: February 17, 2014	Prepared By: Mendez, Arturo	3. SAA Award Number: 13-SR 48215-01

4. Sub-Recipient Name and Address

Judge Ramon Garcia
Hidalgo County
302 W. University
Edinburg, TX 78539

5. Federal Grant Information

Federal Grant Title: Homeland Security Grant Program (HSGP)
State Homeland Security Program (SHSP)

Federal Grant Award Number: EMW-2013-SS-00045

Federal Granting Agency: Department of Homeland Security FEMA
Grant Programs Directorate

Date Federal Grant Awarded to TxDPS: September 1, 2013

CFDA: 97.067

6. Award Amount and Grant Breakdowns

OPSG

$3,321,163.51

Grant Period:	
From: Sep 1, 2013	To: Feb 28, 2015

(The SAA must receive all invoices by the end of grant period)

7. Statutory Authority for Grant: The Department of Homeland Security Appropriations Act, 2013, (Public Law 113-6), and the Homeland Security Act of 2002 (Public Law 107-296), as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (Public Law 110-53).

8. Method of Payment: Primary method is reimbursement.

9. Debarment/Suspension Certification: The Sub-Recipient certifies that the sub-recipient and its contractors/vendors are not debarred,suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not have active Exclusions listed at https://www.sam.gov/portal/public/SAM/

10. Agency Approvals

Approving TxDPS Official:

Machelle Pharr
Deputy Assistant Director
Texas Homeland Security
State Administrative Agency
Texas Department of Public Safety

Signature of TxDPS Official:

11. Sub-Recipient Acceptance

I have read, understood and agree to this Sub-Recipient Agreement consisting of this Award and the attached Terms and Conditions.

Print name and title of Authorized Sub-Recipient Official:	Signature of Sub-Recipient Official:	
Enter Employer Identification Number (EIN) or Federal Tax Identification Number:	DUNS Number:	Date Signed :

DUE DATE: April 3, 2014 Signed Award with Terms and Conditions must be returned to SAA_SRA@dps.texas.gov on or before the due date.

2013 TERMS AND CONDITIONS

Instructions:

The Sub-recipient shall:

1. Fill in the information and sign the Grant Sub-Recipient Award;
2. Certify they have read and understand these Terms and Conditions;
3. Certify to the statements provided in Exhibits A, B, C and D located at the back of this document by filling in contact information and signing all exhibits, and
4. Return all documents via email to **SAA_SRA@dps.texas.gov** *on or before the date provided in the transmittal letter and/or in this grant.*

Grant Sub-recipient Agreement

This Grant Sub-recipient Agreement (consisting of this 2013 Grant Sub-recipient Award and these Terms and Conditions) is made and entered into by and between the Department of Public Safety / Texas Homeland Security State Administrative Agency, an agency of the State of Texas, hereinafter referred to as "DPS/THSSAA," and the funds recipient, hereinafter referred to as the "Sub-recipient" or "Sub-grantee." Furthermore, DPS/THSSAA and the Sub-recipient are collectively hereinafter referred to as the "Parties." This Grant Sub-recipient Agreement (SRA), or otherwise referred to herein as "this Grant" or "this Agreement", is only an offer until Sub-recipient returns the signed copy of this Grant on or before the date provided in the transmittal letter and/or in this Grant Sub-recipient Award.

The FY 2013 Homeland Security Grant Program (HSGP) funding plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. HSGP funding shall be used for statutorily eligible costs related to the planning, organization, equipment, training, and exercise needs that prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events. This program provides an integrated mechanism that builds and sustains core capabilities to support the Nation's Preparedness against terrorist attacks, major disasters, and other emergencies.

The FY 2013 Nonprofit Security Grant Program (NSGP) funding plays an important role in the implementation of the National Preparedness System (NPS) by supporting the development and sustainment of core capabilities. Core capabilities are essential for the execution of each of the five mission areas outlined in the NGP. NSGP provides funding support statutorily eligible costs to include target hardening and other physical security enhancements and activities to nonprofit organizations that are at high risk of terrorist attack and located within one of the specific Urban Areas Security Initiative (UASI)-eligible Urban Areas. While this funding is provided specifically to high-risk nonprofit organizations, the program seeks to integrate nonprofit preparedness activities with broader State and local preparedness efforts. It is also designed to promote coordination and collaboration in emergency preparedness activities among public and private community representatives, as well as State and local government agencies.

Sub-recipient may not assign or transfer any interest in this Grant without the express, prior written consent of DPS/THSSAA. If Sub-recipient issues subawards as part of this Grant project, Sub-recipient shall include and require its subawardees to comply with the terms and conditions of this Grant.

The term "Sub-recipient agreement funds" as used in this Grant means funds provided by DPS/THSSAA under the United States Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) grant programs (also referred to herein as DHS/FEMA). The term "Sub-recipient's funds" or match funds as used in this Grant means funds provided by the Sub-recipient.

Overview and Performance Standards

All allocations and use of funds under this Grant shall be in accordance with the FY 2013 Funding Opportunity Announcement (FOA) for the Federal Grant Title specified on this Grant, and such FY 2013 FOA is incorporated by reference herein. Sub-recipient shall read, understand and accept the FY 2013 Funding Opportunity Announcement as binding.

Standard of Performance. Sub-recipient shall perform all activities and projects entered into the DPS/THSSAA web-based grants management system which are approved by DPS/THSSAA. Any change to a project shall receive prior written approval by the appropriate local, regional and state-level grant administrator(s). Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:

1. Assurances – Non-Construction Programs, hereinafter referred to as "**Exhibit A**"
2. Assurances – Construction Programs, hereinafter referred to as "**Exhibit B**"
3. Certifications, hereinafter referred to as "**Exhibit C**"
4. State of Texas Assurances, hereinafter referred to as "**Exhibit D**"

Failure to Perform. In the event Sub-recipient fails to implement the project(s) entered and approved in the DPS/THSSAA web-based grants management system, or comply with any provision of this Grant, Sub-recipient shall be liable to DPS/THSSAA for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other grant program funds administered by DPS until repayment to DPS/THSSAA is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by DPS.

Environmental Review

Sub-recipient shall assess its federally funded projects for potential impact to environmental resources and historic properties. Sub-recipient shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by DPS/THSSAA. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact. Sub-recipient shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's

EHP review will result in a non-compliance finding and DPS/THSSAA will not authorize or release grant funds for non-compliant projects.

Sub-recipient, as soon as possible upon receiving its grant award, shall provide information to DPS/THSSAA to assist with the legally-required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to DPS/THSSAA for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Sub-recipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances. See FEMA Information Bulletin 329.

Sub-recipient shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings. Sub-recipient shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed. If ground disturbing activities occur during project implementation, Sub-recipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Sub-recipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

Funding Obligations

A. DPS/THSSAA shall not be liable to Sub-recipient for any costs incurred by Sub-recipient that are not allowable costs.

B. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by DPS/THSSAA under this Grant shall not exceed the Total Award Amount listed on the Grant Sub-recipient Award.

C. Sub-recipient shall contribute the match funds listed on the Grant Sub-recipient Award.

D. Sub-recipient shall refund to DPS/THSSAA any sum of these grant funds that has been determined by DPS/THSSAA to be an overpayment to Sub-recipient or that DPS/THSSAA determines has not been spent by Sub-recipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted by statute or regulation. Sub-recipient shall make such refund to DPS/THSSAA within thirty (30) days after DPS/THSSAA requests such refund.

E. Notwithstanding any other provisions, the Parties hereto understand and agree that DPS/THSSAA's obligations under this Grant are contingent upon the receipt of adequate funds to meet DPS/THSSAA's liabilities hereunder, except as required by the Homeland Security Grant Program (HSGP). DPS/THSSAA shall not be liable to Sub-recipient for costs which exceed the amount specified in this Grant.

Performance Period

The performance period for this Grant is listed on the Grant Sub-Recipient Award. All goods and services shall be received within the performance period AND all reimbursement requests shall be submitted to DPS/THSSAA within the performance period. Sub-recipient shall have expended all grant funds and submitted reimbursement requests, and any invoices, in the DPS/THSSAA grant management system by the end of the performance period. DPS/THSSAA shall not be obligated to reimburse expenses incurred or submitted after the performance period.

Uniform Administrative Requirements, Cost Principals and Audit Requirements

Except as specifically modified by law or this Grant, Sub-recipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below.

A. Administrative Requirements

1. 44 C.F.R. Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (the A-102 Common Rule);

2. 2 C.F.R. Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations (OMB Circular A-110).

3. 44 C.F.R. Part 10, Environmental Considerations

B. Cost Principles

1. 2 C.F.R. Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)

2. 2 C.F.R. Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)

3. 2 C.F.R. Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)

4. 48 C.F.R. Subpart 31.2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations

C. Audit Requirements

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

D. Grant Guidance (Funding Opportunity Announcement)

Sub-recipient agrees that all allocations and use of funds under this Grant shall be in accordance with the applicable FY 2013 Funding Opportunity Announcement and supplemental resources for the HSGP currently available at https://s3-us-gov-west-1.amazonaws.com/dam-production/uploads/20130726-1916-25045-6176/fy_2013_hsgp_foa.pdf and the Nonprofit Security Grant Program (NSGP),

https://s3-us-gov-west-1.amazonaws.com/dam-production/uploads/20130726-1916-25045-0844/fy_13_nsgp_foa_final.pdf.

DHS Specific Acknowledgements and Assurances

Sub-recipient shall comply with the DHS Standard Administrative Terms and Conditions that are outlined in Part 6.1.1 – Financial Assistance Award Standard Terms and Conditions (January 10, 2011), which is incorporated by reference herein. DHS requires those standard terms and conditions which are approved by the Division of Financial Assistance Policy and Oversight to be applied to all financial assistance awards http://www.dhs.gov/xlibrary/assets/cfo-financial-management-policy-manual.pdf.

Sub-recipient acknowledges and agrees, and shall require any sub-recipients, subawardees, contractors, successors, transferees, and assignees to acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Sub-recipient shall cooperate with any compliance review or complaint investigation conducted by DHS.

2. Sub-recipient shall give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to this grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Sub-recipient shall submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Sub-recipient shall comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three (3) years, Sub-recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, Sub-recipient shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.

6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against Sub-recipient, or Sub-recipient settles a case or matter alleging such discrimination, Sub-recipient shall forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

Operation Stonegarden (OPSG) Specific Conditions

If Sub-recipient is receiving Operation Stonegarden (OPSG) funds, Sub-recipient is prohibited from obligating or expending OPSG funds provided through this Grant until each unique, specific, or modified county level, tribal or equivalent Operations Order or Fragmentary Order has been reviewed and approved by official notification by FEMA and Customs and Border Protection/Border Patrol (CBP/BP). Each Operations Order will be transferred via the secure portal (CBP/BP) BPETS system from each respective AOR Sector HQ to CBP/BP HQ in Washington, D.C., for review and pre-approval for Operational continuity, then forwarded to FEMA GPD/PGD OPSG Program Office for final review/approval. Official notification of approval will be sent by FEMA via email to DPS/THSSAA and CBP/BP HQ in Washington, D.C.

1. Sub-recipient shall develop and submit required operational documents through the border area's Integrated Planning Team.

2. Sub-recipient shall maintain an approved Concept of Operations, consisting of a campaign plan and proposed budget which will articulate the intent of how OPSG funds will be used throughout Sub-recipient's grant performance period.

3. If Sub-recipient intends to spend more than 50 percent of its award on overtime over the course of the performance period, a request for an overtime waiver shall be submitted through the Integrated Planning Team.

4. Sub-recipient shall develop and submit Operations Orders for Tactical operational periods to achieve the strategic objectives of the campaign plan.

5. Sub-recipient shall only initiate tactical operations after the specific Operations Order(s) are approved through the Border Patrol Headquarters and by FEMA, and the DPS/THSSAA has issued a Grant Sub-recipient Award or GAN to the jurisdiction.

State Requirements for Grants

Sub-recipient shall also comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, State Administrative Agency Information Bulletins, available at http://www.txdps.state.tx.us/director_staff/saa/information_bulletins.htm, Texas Uniform Grants Management Standards (UGMS) at http://www.governor.state.tx.us/files/state-grants/UGMS062004.doc and the State Administrative Agency Sub-recipient Manual, available at http://www.txdps.state.tx.us/director_staff/saa/documents/subrecipientManual.pdf. Sub-recipient shall, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of this Grant, and the approved application.

Sub-recipient shall comply with the State of Texas General Appropriations Act, Art. IX, Part 4, as follows:

1. Grant funds may not be expended for a grant to a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, unless the law enforcement agency requesting the grant is in compliance with all rules developed by the Commission on Law Enforcement Officer Standards and Education or the Commission on Law Enforcement Officer Standards and Education certifies that the requesting agency is in the process of achieving compliance with such rules.

2. Grant funds may not be granted to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

3. Grant funds may not be expended to a unit of local government unless the following limitations and reporting requirements are satisfied:

a. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;

b. Texas Government Code Sections 556.004, 556.005, and 556.006, including not using any money or vehicle to support the candidacy of any person for office; not influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose; and not using grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using grant funds to pay dues to an organization with a registered lobbyist;

c. Texas Government Code Sections 2113.012 and 2113.101 including not using grant funds to compensate any employee who uses alcoholic beverages on active duty plus Sub-recipient may not use grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;

d. Texas General Appropriations Act, Art. IX, Section 6.13 requiring Sub-recipients to make every effort to attain key performance target levels associated with this grant award, including performance milestones, milestone time frames, and related performance reporting requirements; and

e. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, including grant funds may only be expended if Sub-recipient timely completes and files its reports.

Restrictions and General Conditions

A. Use of Funds. DHS grant funds may only used for the purposes set forth in this Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal government or any other government entity.

B. Lobbying Prohibited. No funds shall be expended by Sub-Recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal of any Federal contract, grant, loan, cooperative agreement. These lobbying prohibitions may be found at 31 U.S.C. §1352. Further, Sub-Recipient understands and agrees that it shall not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval of FEMA.

C. Transferring Funds. Sub-recipient is prohibited from transferring funds between grant programs (such as SHSP, UASI, and OPSG) without a properly executed GAN.

D. Federal Employee Prohibition. Federal employees are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this Grant. Federal employees may not receive funds under this Grant.

E. Cost Categories. There may be limitations on the use of HSGP funds for the categories of costs listed below. For additional details on restrictions on the use of funds, refer to the FY 2013 HSGP FOA, Appendix C, Funding Guidelines.

1. Management and Administration
2. Planning
3. Organization
4. Equipment
5. Training
6. Exercises
7. Maintenance and Sustainment
8. Critical Emergency Supplies
9. Construction and Renovation

F. Governing Board Approval. In cases where local funding is established by a COG or an Urban Area Security Initiative (UASI) governing board, the release of funds by DPS/THSSAA is contingent upon funding allocation approval by the governing board.

G. Notices. All notices or communications required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express or Lone Star, to the other party at its respective address. For notice to DPS/THSSAA see address set forth below. For Sub-recipient, see the address listed on the Grant Sub-Recipient Award page or Point of Contact address listed for the Sub-recipient in the DPS/THSSAA Grants Management System (SPARS).

DPS/THSSAA Contact Information
Deputy Assistant Director Texas Homeland Security State Admin. Agency Texas Department of Public Safety P.O. Box 4087 Austin, TX 78773-0220

H. Points of Contacts. Within 30 days of any change, Sub-recipient shall notify DPS/THSSAA of any change or correction to the chief elected official, program, and/or financial points of contact in the DPS/THSSAA grant management system.

I. DUNS Number. Sub-recipient confirms its Data Universal Numbering Systems (DUNS) Number is the number listed on this Grant. The DUNS Number is the nine digit number established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or http://fedgov.dnb.com/webform.

J. Central Contractor Registration and Universal Identifier Requirements. Sub-recipient maintains that it has registered on www.ccr.gov, www.sam.gov/, or other federally established site for contractor registration, and entered DPS/THSSAA-required information. Sub-recipient shall keep current, and then review and update the CCR information at least annually. Sub-recipient shall keep information current in the CCR/SAM database until the later of when it submits this Grant's final financial report or receives final grant award payment. Sub-recipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See section .210 of OMB Circular A-133, Audits of States, Local Governments, and Non-profit Organizations.

K. Indirect Cost Allocation Plan. Sub-recipient shall submit its most recently approved Indirect Cost Allocation Plan signed by Cognizant Agency to DPS/THSSAA within 30 calendar days of the approval. "Cognizant agency" means the Federal agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals developed under 2 C.F.R. Part 225 on behalf of all Federal agencies. OMB publishes a listing of cognizant agencies at http://harvester.census.gov/sac/dissem/asp/reports.asp. Unless the basis of the cost plan changes, Sub-recipient only needs to forward the annual Indirect Cost Rate approval letter to DPS/THSSAA within 30 calendar days after approval by the Cognizant Agency. The approved Indirect Cost Plans and approval letters shall be emailed to **SAA_SRA@dps.texas.gov** . The Sub-recipient name shall be included in the file name and subject line of the email transmittal.

L. Reporting Total Compensation of Sub-recipient Executives. 2 C.F.R. §170.320; see FEMA Information Bulletin 350.

1. Applicability and what to report: Sub-recipient shall report whether Sub-recipient received $25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §170.320. Sub-recipient shall report whether 80% or more of Sub-recipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Sub-recipient answers "yes" to both questions, Sub-recipient shall report, along with Sub-recipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Sub-recipient's five most highly compensated executives for the preceding completed fiscal year.

2. Where and when to report: Sub-recipient shall report executive total compensation at www.ccr.gov, www.sam.gov/, or other federally established replacement site. By signing this Grant, Sub-recipient certifies that, if required, Sub-recipient's jurisdiction has already registered, entered the required information, and shall keep information in the CCR/SAM database current, and update the information at least annually for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Sub-recipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.

M. Direct Deposit. If Sub-recipient has not received HSGP reimbursements from DPS/THSSAA within the past eleven (11) months (prior to date of award), it shall forward a new/updated direct deposit form to DPS/THSSAA. Completed direct deposit forms from Sub-recipient shall be emailed to SAA_RR@dps.texas.gov. The email subject line and attachment name shall include the jurisdiction name and identify the document attached (i.e. "*Sample County DD form*"). The direct deposit form is currently available at http://www.window.state.tx.us/taxinfo/taxforms/74-176.pdf. Sub-recipient may simultaneously sign up for the Advance Payment Notification **(APN)**email feature which provides State of Texas payees with a one-business-day advance notice that a direct deposit payment has been sent to its financial institution. After receiving an APN, a payee may securely access its payment details online.

N. Procurements. Sub-recipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 44 C.F.R. §13.36.

O. Contract Provisions. All contracts executed using funds granted under this Grant shall contain the contract provisions listed under 44 C.F.R. §13.37(b), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

P. No Contracts with Debarred or Suspended Parties. Prior to contracting with any vendor or subawardee using funds granted under this Grant, Sub-recipient shall determine whether the vendor/subawardee is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department and agency and shall confirm the vendor/subawardee does not have any active "Exclusions" by reviewing the vendor/subawardee entity information at https://www.sam.gov/portal/public/SAM/.

Q. Management and Administration. If this Grant includes a specific award of funds to Sub-recipient for management and administration (M&A), Sub-recipient shall comply with all applicable requirements and limitations with respect to M&A. For additional information on M&A, refer to Information Bulletin 365 located at http://www.fema.gov/grants/grant-programs-directorate-information-bulletins..

R. Personnel Cap. Up to fifty percent (50%) of all HSGP awards received by Sub-recipient may be used for personnel and personnel-related activities as directed by the Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act (Public Law 110-412). In general, use of HSGP funding to pay for staff and/or contractor regular time or overtime/backfill, among other items, are considered personnel-related costs. Sub-recipient may request a waiver to the 50% personnel cap by submitting a waiver request through its respective regional council or urban area working group to DPS/THSSAA at SAA@dps.texas.gov. Requests for waivers shall be submitted on official Sub-recipient letterhead and be signed by an authorized official of Sub-recipient. Waivers shall contain the information required on page 9 of the FEMA Information Bulletin 379.

S. Property Management and Inventory. At least every two (2) years, Sub-recipient shall take a physical inventory and shall reconcile the results with property records. Sub-recipient shall maintain Property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. (See sample inventory record format at http://www.txdps.state.tx.us/director_staff/saa/audit_and_compliance.htm) Sub-recipient shall develop and implement a control system to prevent loss, damage or theft of property and Sub-recipient shall investigate and document any loss, damage or theft of property funded under this Grant.

T. Publications. All publications produced as a result of funding under this Grant, which are submitted for publication in any magazine, journal, or trade paper, shall include the following: "This material is based upon work supported by the U.S. Department of Homeland Security. The views and conclusions contained in this document are those of the authors and should not be interpreted as necessarily representing the official policies, either expressed or implied, of the U.S. Department of Homeland Security."

U. Acknowledgement of Federal Funding from DHS. Sub-recipient shall comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

V. Use of DHS, DPS, and DPS/THSSAA Seals and Non-Endorsement. Sub-recipient shall obtain DHS, DPS, or DPS/THSSAA's prior written approval before using any of these agencies' seal(s), logos, crests or reproductions of flags or likenesses of agency officials. Funding of this Grant does not equate to endorsement of use of funding agencies' seals, etc., including use of the United States Coast Guard seal, logo, crests, or reproductions of flags or likenesses of Coast Guard officials.

W. Copyright. Sub-recipient shall comply with requirements regarding publications or other exercise of copyright for any work first produced under Federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Grant, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, Sub-recipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works. Sub-recipient shall affix the applicable copyright notices of 17 U.S.C. §401 or 402 and an acknowledgment of Government sponsorship (including award number) to any work first produced under this Grant.

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

X. Quarterly Performance Reports. Sub-recipient shall submit performance reports and progress reviews per DPS/THSSAA and/or FEMA's direction. Reports are entered into the grants management system. Performance reports are due by the twentieth (20th) day after the end of each calendar quarter: January 20, April 20, July 20 and October 20; or as otherwise specified or required by DPS/THSSAA. DPS/THSSAA may require other reports or different timelines to meet federal reporting dates or to respond to information requests. Failure to timely complete a performance report will result in Sub-recipient being unable to request additional reimbursements/advances and may affect future funding.

Y. Site Visits. DHS and/or DPS/THSSAA, through its authorized representatives, have the right, at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS on the premises of Sub-recipient or a contractor under this Grant, Sub-recipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

Z. Limited English Proficiency (Civil Rights Act of 1964, Title VI). Sub-recipient shall comply with the requirements of EO 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, Sub-recipient shall take reasonable steps to ensure that LEP persons have meaningful access to Sub-recipient's programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Sub-recipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding LEP obligations, go to http://www.lep.gov.

AA. Protection of Human Subjects. Sub-recipient shall comply with the requirements of the Federal regulations at 45 C.F.R. Part 46, which requires that Sub-recipients comply with applicable provisions/law for the protection of human subjects for purposes of research. Sub-recipient shall comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 C.F.R. Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 C.F.R. Part 46.

BB. National Flood Insurance Act of 1968. Sub-recipient shall comply with the requirements of Section 1306(c) of the National Flood Insurance Act, as amended, which provides for benefit payments under the Standard Flood Insurance Policy for demolition or relocation of a structure insured under the Act that is located along the shore of a lake or other body of water and that is certified by an appropriate State or local land use authority to be subject to imminent collapse or subsidence as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels. These regulations are codified at 44 C.F.R. Part 63.

CC. USA Patriot Act of 2001. Sub-recipient shall comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§175-175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery systems of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The Act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the Act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.

DD. Fly America Act of 1974. Sub-recipient shall comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. §40118) and Comptroller General's guidelines.

EE. Activities Conducted Abroad. Sub-recipient shall comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

FF. Trafficking Victims Protection Act of 2000. All recipients of financial assistance shall comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 C.F.R. Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a sub-recipient: (a) engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) procures a commercial sex act during the period of time that the award is in effect; or (c) uses forced labor in the performance of the award or subawards under the award.

DPS/THSSAA is authorized to terminate this award, without penalty, if the above condition is violated. Sub-recipient shall include this condition in any subawards or contracts it makes as a result of this Grant. Full text of the award term is provided at 2 C.F.R. §175.15.

GG. Americans with Disabilities Act of 1990. Sub-recipient shall comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. 42 U.S.C. §§ 12101-12213.

HH. Public Dissemination of Sensitive Information. Sub-recipient shall notify DPS/THSSAA of any workshops, conferences, seminars or other public venues at least one hundred (100) calendar days before presenting any potentially sensitive information regarding this project. No sensitive information may be presented by Sub-recipients' personnel without DPS/THSSAA and the DHS Grants Officer's review and prior written approval.

II. Security Concerns/Violations. Sub-recipient shall inform the THSSAA's Deputy Assistant Director in writing within two (2) calendar days of Sub-recipient being made aware of any security concerns with individuals having access to government facilities or sensitive information. In the event that sensitive information is divulged in violation of Sub-recipient's security procedures, Sub-recipient shall immediately notify the DPS/THSSAA Deputy Assistant Director and take appropriate law enforcement and legal action.

JJ. Classified Security Condition

1. No funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for that access to such information.

2. "Classified national security information" as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.

3. Where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information by the contractor, sub-awardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Branch Program (ISBP), or an appropriate official within the Federal department or agency with whom the classified effort will be performed.

4. Such contracts, sub-awards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operation Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008: EO's 12829, 12959, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and /or other applicable implementing directives or instruction. All security requirement documents are currently located at:
http://www.dhs/.ov/xopnbiz/grants/index.shtm.

5. Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, sub-award, or other agreement, and prior to execution of any action to facilitate the acquisition of such a contract sub-award, or other agreement, the award recipient shall contact ISPB, or the appropriate Federal department or agency, for approval and processing instructions. DHS Office of Security ISPB contact information: Telephone: 202-447-5346, Email: DD254AdministrativeSecujjidhs.gov, Mail: Department of Homeland Security, Office of the Chief Security Officer, ATTN: ASD/Industrial Security Program Branch, Washington, DC. 20528

KK. Best Practices for Collection and Use of Personally Identifiable Information (PII). Sub-recipients who collect Personally Identifiable Information (PII) shall have a publically-available privacy policy that describes what PII it collects, how it uses the PII, whether it shares PII with third parties, and how individuals may have their PII corrected where appropriate. Sub-recipients may also find as a useful resource the DHS Privacy Impact Assessments: http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf .

LL. Hotel and Motel Fire Safety Act of 1990. In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), Sub-recipient shall ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

MM. False Claims Act and Program Fraud Civil Remedies. Sub-recipient shall comply with the requirements of 31 U.S.C. §3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. §3801-3812 which details the administrative remedies for false claims and statements made.

NN. Duplication of Benefits. State, Local and Tribal Sub-recipients shall comply with 2 CFR Part §225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

Other Requirements

A. During the performance period of this Grant, Sub-recipient, counties, cities, towns, and Indian tribes shall maintain an Emergency Management Plan at the Intermediate Level of planning preparedness or higher, as prescribed by the Texas Division of Emergency Management (TDEM). This may be accomplished by a jurisdiction maintaining its own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If TDEM identifies deficiencies in Sub-recipient's plan, Sub-recipient shall correct deficiencies within 60 days of receiving notice of such deficiencies from TDEM.

B. Projects identified and approved in the DPS/THSSAA web-based grant management system must identify and relate to the goals and objectives indicated by the applicable approved project investments for the period of performance of this Grant. Sub-recipient shall submit project plans, milestones, outputs/outcomes, narratives and budget to DPS/THSSAA and FEMA (if required) for approval prior to expending or requesting advances of any funds for this Grant. Sub-recipient shall enter appropriate project milestones into the DPS/THSSAA web-based grants management system within 60 days after award or by the deadline established by DPS/THSSAA, whichever is sooner. Sub-recipient shall report on project status and accomplishments (milestones and outputs/outcomes) in the format(s) and timeframes as required by DPS/THSSAA.

C. During the performance period of this Grant, Sub-recipient shall:

1. Participate in a legally-adopted county and/or regional mutual aid agreement.

2. Implement the National Incident Management System (NIMS) in a manner consistent with the NIMS Implementation Objectives

outlined by FEMA at http://www.fema.gov/implementation-and-compliance-guidance-stakeholders#item4.

3. Be a registered user of the Texas Regional Response Network (TRRN) (or other response asset inventory management system specified by DPS/THSSAA) and shall identify, resource type, and credential all major deployable resources such as vehicles and trailers, equipment costing $5,000 or more, and specialized teams/response units equipped and/or trained using grant funds (i.e., hazardous material, decontamination, search and rescue, etc.). This registration is to ensure jurisdictions or organizations are prepared to make grant funded resources available to other jurisdictions through mutual aid. http://www.fema.gov/emergency/nims/ResourceMngmnt.shtm#item3.

D. Regional Planning Commissions/Council of Governments (COGs) shall follow guidelines listed in the DPS/THSSAA FY2013 COG Statement of Work.

Monitoring

Sub-recipient will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

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

Audit

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

Right to Audit. Sub-recipient shall give the United States Department of Homeland Security (DHS), the Comptroller General of the United States, the Texas State Auditor, DPS/THSSAA, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of grant funds received and performances rendered under this Grant. Sub-recipient shall permit DPS/THSSAA or its authorized representative to audit Sub-recipient's records. Sub-recipient shall provide any documents, materials or information necessary to facilitate such audit.

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

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

State Auditor's Clause. Sub-recipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Sub-recipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Sub-recipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Sub-recipient relating to this Grant.

Retention and Accessibility of Records

Retention of Records. Sub-recipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB Circular, 44 CFR Section 13.42, UGMS §__.42, and this Grant. Sub-recipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/THSSAA may direct Sub-recipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value.

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

Inclusion in Subcontracts. Sub-recipient shall include the substance of the Retention of Records and Access to Records section herein in all subcontracts.

After Action Reporting. Sub-recipient shall complete, deliver to the appropriate source, and retain copies of all after-action reports and certificates of completion for all training and exercises paid for by this grant.

Legal Authority

Signatory Authority. Sub-recipient assures and guarantees that Sub-recipient possesses the legal authority to enter into this Grant, receive grant funds and to perform the project Sub-recipient has obligated itself to perform pursuant to this Grant.

Authorized Representative. The person or persons signing and executing this Grant on Sub-recipient's behalf do warrant and guarantee

that he/she has been duly authorized by Sub-recipient to execute this Grant on Sub-recipient's behalf and to validly and legally bind Sub-recipient to all terms and conditions and performance obligations.

Conflicts in Requirements. If conflict exists between federal, state, or local requirements, Sub-recipient shall comply with the strictest requirement.

Notice of Litigation and Claims

Sub-recipient shall give DPS/THSSAA immediate notice in writing of any action or claim, including any proceeding before an administrative agency, filed against Sub-recipient arising out of performance of this Grant. Except as otherwise directed by DPS/THSSAA, Sub-recipient shall furnish immediately to DPS/THSSAA copies of all documentation or pleadings received by Sub-recipient with respect to such action or claim.

No Liability for Employees and Officers

DPS/THSSAA shall have no liability whatsoever for the actions or omissions of an individual employed or contracted by Sub-recipient, regardless of where the individual's actions or omissions occurred.

Non-Waiver of Defaults

Any failure of DPS/THSSAA, at any time, to enforce or require the strict keeping and performance of any provision of this Grant shall not constitute a waiver of such provision, and shall not affect or impair same or the right of DPS/THSSAA at any time to avail itself of same. A waiver does not become effective unless DPS/THSSAA expressly agrees to such waiver in writing. Any payment by DPS/THSSAA shall not constitute a waiver or otherwise impair or prejudice any right, power, privilege, or remedy available to DPS/THSSAA to enforce its rights, as such rights, powers, privileges, and remedies are specifically preserved.

Changes and Amendments

Modification. FEMA or DPS/THSSAA may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Sub-recipient's acceptance of the changes to the award. Any alteration, addition, or deletion to this Grant by Sub-recipient is not valid.

Written Amendment. Alterations, additions or deletions to this Grant, such as changes to period of performance and award amounts, shall be made through an executed Grant Adjustment Notice (GAN).

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

Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Grant that are required by changes in federal and state laws or regulations are automatically incorporated into this Grant without written amendment to this Grant and shall become effective upon the date designated by such law or regulation. In the event FEMA or DPS/THSSAA determines that changes are necessary to this Grant after an award has been made, including changes to the period of performance or terms and conditions, Sub-recipient shall be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Sub-recipient's acceptance of the changes to this Grant.

Headings

Headings and captions of this Grant are only for convenience and reference. These headings and captions shall not affect or modify the terms and conditions or be used to interpret or assist in the construction of this Grant.

Venue

Venue shall lie in Travis County, Texas, and this Grant is governed by the laws of the State of Texas.

Suspension

In the event Sub-recipient fails to comply with any term of this Grant, DPS/THSSAA may, upon written notification to Sub-recipient, suspend this Grant, in whole or in part, withhold payments to Sub-recipient and prohibit Sub-recipient from incurring additional obligations of this Grant's funds.

Termination

DPS/THSSAA shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if DPS/THSSAA determines that Sub-recipient has failed to comply with any term of this Grant. DPS/THSSAA shall provide written notice of the termination and include:

1. The reason(s) for such termination;

2. The effective date of such termination; and

3. In the case of partial termination, the portion of this Grant to be terminated.

Appeal may be made to the Deputy Director of Homeland Security, Texas Department of Public Safety.

Enforcement

If Sub-recipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, DPS/THSSAA or DHS may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by Sub-recipient or more severe enforcement action by DPS/THSSAA or DHS;

2. Disallow, that is, deny both use of funds and matching credit for, all or part of the cost of the activity or action not in compliance;

3. Wholly or partially suspend or terminate this Grant for Sub-recipient's program;

4. Withhold further awards for the program; or

5. Take other remedies that may be legally available.

In taking an enforcement action, DPS/THSSAA will provide Sub-recipient an opportunity for a hearing, appeal, or other administrative proceeding to which Sub-recipient is entitled under any statute or regulation applicable to the action involved.

The costs of Sub-recipient resulting from obligations incurred by Sub-recipient during a suspension or after termination of this Grant are not allowable unless DPS/THSSAA or DHS expressly authorizes them in the notice of suspension or termination or subsequently. Other Sub-recipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

1. The costs result from obligations which were properly incurred by Sub-recipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and

2. The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Sub-recipient from being subject to "Debarment and Suspension" under E.O. 12549. 44 C.F.R. §13.35.

Conflict of Interest

No employee, officer or agent of Sub-recipient shall participate in the selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, is involved or otherwise creates the appearance of impropriety.

Closing of the Grant

A. DPS/THSSAA will close a sub-award after receiving Sub-recipient's final quarterly performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to award modifications and payments. If the close out review and reconciliation indicates that Sub-recipient is owed additional funds, DPS/THSSAA will send the final payment automatically to Sub-recipient. If Sub-recipient did not use all the funds received, DPS/THSSAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds. Sub-recipient will return the funds to the DPS/THSSAA within 30 days of receiving the GAN.

B. At the completion of Sub-recipient's performance period, DPS/THSSAA will de-obligate all uncommitted / unexpended funds.

C. The closeout of this Grant does not affect:

1. DHS or DPS/THSSAA's right to disallow costs and recover funds on the basis of a later audit or other review;

2. Sub-recipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;

3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and

4. Any other provisions of this Grant that impose continuing obligations on Sub-recipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.

Please fill in the appropriate information and certify by signing below that you have read, understood, and agree to the terms of this Grant.

Print Name of Authorized Official _____

Title _____

Sub-recipient Organization _____

_____ _____

Signature of Authorized Official Date

EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

As the duly authorized representative of Sub-recipient, I certify that Sub-recipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this agreement.

2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this award. "Research" "means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government

Principals Regarding the Care and Use of Animals

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this program.

Please fill in the appropriate information and sign to certify this Exhibit A.

Print Name of Authorized Official _____

Title _____

Sub-recipient Organization _____

_____ _____
Signature of Authorized Official Date

EXHIBIT B

ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

As the duly authorized representative of Sub-recipient, I certify that Sub-recipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this agreement.

2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based pain in construction or rehabilitation of residence structures.

10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the agreement.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally-assisted construction sub-agreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters;(g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of

1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this program.

Please fill in the appropriate information and sign to certify this Exhibit B, if applicable.

Print Name of Authorized Official _____

Title _____

Sub-recipient Organization _____

_____ _____
Signature of Authorized Official Date

Exhibit C

Certifications

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief.

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

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.

C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all sub-awards at all tiers (including subcontract, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; Sub-recipients can access debarment information by going to www.epls.gov or www.sam.gov and the State Debarred Vendor List www.window.state.tx.us/procurement/prog/vendor_performance/debarred.
2. Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification; and
4. Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; or
5. Where the sub-recipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this agreement. (Federal Certification)

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

F. Sub-recipient must comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds, and sub-recipient must require such compliance in any sub-grants or contract at the next tier.

G. Drug-free Workplace Act, as amended, 41 U.S.C. §701 et seq. – Requires the recipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, place(s) where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. The recipient must notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 C.F.R. Part 17. Sub-recipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.

H. Sub-recipient agrees that it is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

I. Sub-recipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program.

J. Sub-recipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds.

Please fill in the appropriate information and sign to certify this Exhibit C.

Print Name of Authorized Official _____

Title _____

Sub-recipient Organization _____

_____ _____

Signature of Authorized Official Date

EXHIBIT D

State of Texas Assurances

As the duly authorized representative of Sub-recipient, I certify that Sub-recipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Sub-recipient's governing body or of the Sub-recipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

2. Shall insure that all information collected, assembled, or maintained by the Sub-recipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.

3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.

5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Sub-recipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules if the Sub-recipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.

7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and sub-recipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section _.36 for additional guidance on contract provisions).

8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Sub-recipient shall also ensure that all program personnel are properly trained and aware of this requirement.

9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.

10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.

11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).

15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality

control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.>

18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.

20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.

21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.

22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.

24. Certifies that is and its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at https://www.sam.gov/portal/public/SAM/

25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

Please fill in the appropriate information and sign to certify this Exhibit D.

Print Name of Authorized Official _____

Title _____

Sub-recipient Organization _____

_____ _____

Signature of Authorized Official Date

DATE: March 21, 2014

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Operation Stonegarden 2013

ACCOUNT NUMBER: 4-1284-421-00-280-047-6-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
4-1284-421-00-280-047-6-131	Overtime Pay	643,489.20
4-1284-421-00-280-047-6-220	FICA	49,226.92
4-1284-421-00-280-047-6-230	Retirement	70,075.97
4-1284-421-00-280-047-6-250	Unemployment Compensation	3,217.45
4-1284-421-00-280-047-6-260	Worker's Compensation	16,087.23
4-1284-421-00-280-047-6-581	Travel in County	81,766.80
4-1284-421-00-280-047-6-741	Vehicles	260,136.43
4-1284-421-00-280-047-6-748	Other Equipment	476,000.00
	TOTAL APPROPRIATIONS	1,600,000.00
4-1284-331-12-280-047-6-000	OPERATION STONEGARDEN	1,600,000.00
	TOTAL REVENUES	1,600,000.00

REASON: **To appropriate budget for the FY2013 Operation Stonegarden Grant awarded by the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA).**

SAA Award No. 13-SR-48215-01/ Federal Grant Award No. EMW-2013-SS-00045

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-43588 **Adult Probation 11. A.**

CC REGULAR

Meeting Date: 03/25/2014

Submitted By: Rodolfo Perez, ADULT PROBATION

Department: ADULT PROBATION

Information

CAPTION

1. Request approval to accept the Prostitution Prevention Program Grant from the Office of the Governor - Criminal Justice Division (CJD); effective until August 31, 2014 in the amount of $ 150,000.00
2. Approval of Resolution to establish the Prostitution Prevention Program in Hidalgo County and authorize County Judge to sign Resolution
3. Approval of certification of revenues by County Auditor in the amount of $ 150,000.00
4. Approval of appropriation of funds in the amount of $150,000.00

BACKGROUND

Prostitution Prevention Program, Approval to apply CC Approved 2/11/2014 Ref AI- 42856.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1289-423-00-320-043-4-XXX

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

BUDGETARY IMPACT:

No budgetary impact- No local match.

Revenue account: X-1289-334-10-320-043-4-000

Attachments

1
2
3
form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/14/2014 01:56 PM
Obdett Calzada	Debbie Tamez	03/21/2014 03:20 PM
Manuel Chapa	Manuel Chapa	03/21/2014 03:41 PM
Purchasing Department	Monica Badillo	03/21/2014 04:46 PM

Form Started By: Rodolfo Perez Started On: 03/13/2014 03:39 PM

Final Approval Date: 03/21/2014

DATE: March 25, 2014
DEPARTMENT HEAD: Arnold K. Patrick, Executive Director
DEPARTMENT NAME: Adult Probation
PROGRAM: PROSTITUTION PREVENTION PROGRAM
ACCOUNT NUMBER: 4-1289-423-00-320-043-4-XXX

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

Honorable Bobby Flores, Community Supervision & Corrections Department Overseer

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
4-1289-423-00-320-	043-	4-	113		Prostitution Prevention PI Full-Time Employees	96,785.83
4-1289-423-00-320-	043-	4-	211		Prostitution Prevention PI Health Insurance	5,009.20
4-1289-423-00-320-	043-	4-	212		Prostitution Prevention PI Life Insurance	22.20
4-1289-423-00-320-	043-	4-	220		Prostitution Prevention PI FICA	7,404.11
4-1289-423-00-320-	043-	4-	230		Prostitution Prevention PI Retirement	10,539.98
4-1289-423-00-320-	043-	4-	250		Prostitution Prevention PI Unemployment Compensation	551.68
4-1289-423-00-320-	043-	4-	350		Prostitution Prevention PI Contract Service	26,987.00
4-1289-423-00-320-	043-	4-	583		Prostitution Prevention PI Out of County Travel	2,000.00
4-1289-423-00-320-	043-	4-	584		Prostitution Prevention PI Registration Fees	500.00
4-1289-423-00-320-	043-	4-	601		Prostitution Prevention PI Office Supplies	200.00
					TOTAL APPROPRIATION	**150,000.00**
3-1289-334-10-320-	043-	4-	000		Funding Revenue FY2014	0.00
					TOTAL REVENUES	**150,000.00**

REASON:

To setup the FY2014 Prostitution Prevention budget from 1/1/2014 to 8/31/2014.

Rodolfo Perez, Deputy Director — Date — Ray Eufracio, CPA — Date

Hidalgo County CSCD

Hidalgo County Prostitution Prevention Court Program

The Hidalgo County Commissioners Court of Hidalgo County finds it in the best interest of the citizens of Hidalgo County, that the Hidalgo County Prostitution Prevention Court Program be established as a Specialty Court pursuant to Texas Government Code, Chapter 121 or under former law.

The Hidalgo County Commissioners Court recognizes that this court will be operational as of the 25th day of March, 2014.

Signed by:

_____
County Judge

Passed and Approved this 25th of March 2014

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION
STATEMENT OF GRANT AWARD

Grant Number:	SF-14-A10-27520-01	**CFDA or State ID:**	00.421
Program Fund:	SF-State Criminal Justice Planning (421) Fund		
Grantee Name:	PREVIEW - Hidalgo County - PREVIEW -		
Project Title:	Hidalgo County Prostitution Court Program		
Grant Period:	01/01/2014 - 08/31/2014		
Liquidation Date:	11/29/2014		
Date Awarded:	March 10, 2014		
CJD Grant Manager:	Anissa Johnson		

CJD Award Amount:	$150,000.00
Grantee Cash Match:	$0.00
Grantee In Kind Match:	$0.00
Total Project Cost:	$150,000.00

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

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

1 Resolution: Except for state agencies, each applicant agency must submit a resolution from the applicable governing body (such as the city council, county commissioners' court, school board, or board of directors) electronically using the 'Upload' function in the eGrants system.

2 Other Condition of Funding. Pursuant to SB 462 relating to specialty court programs in Texas that was passed during the Regular 83rd Legislative Session, please upload a completed Specialty Court Registration Form, which will serve as written notice of your program and a copy of the original resolution or other official declaration that established your program. The Registration Form is available on the eGrants Updates page under Forms.

3 Other Condition of Funding. Funds will be held pending submission of the name of the court which will administer the program and the name and contact information for the Presiding Judge and Coordinator.

RICK PERRY
GOVERNOR

STATE OF TEXAS
OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION

SPECIALTY COURT REGISTRATION FORM

COURT INFORMATION			
Judicial Circuit:	**County Court at Law # 7**	Court Program Name:	**Hidalgo County Prostitution Prevention Court Program**
Primary County Served:	**Hidalgo**	Other Counties Served:	**N/A**
Court Program Start Date:	**03/25/2014**	Court Street Address:	**100 N. Closner Blvd. Annex Building**
City:	**Edinburg**	State:	**TX**
Zip Code:	**78539**		

PRESIDING JUDGE CONTACT INFORMATION	
Title:	**Judge**
Name:	**Sergio Valdez**
Street Address:	**100 N. Closner - Annex Building**
City:	**Edinburg**
State:	**TX**
Zip Code:	**78539**
Phone:	**956-292-7780**
Email:	**SJVLAW@MSN.com**

COORDINATOR CONTACT INFORMATION	
Name:	**Rodolfo Perez**
Title:	**Assistant Director**
Street Address:	**3100 South Business HWY 281**
City:	**Edinburg**
State:	**TX**
Zip Code:	**78539**
Phone:	**956-587-6016**
Email:	**rodolfo.perez@hidalgocountycscd.org**

COURT CHARACTERISTICS						
Targeted Offense *(check all that apply)*:	☒	Misdemeanor	☒	Felony	☐	Civil
	☐	Other *(please explain)*				
Court Type:	Prostitution Court					
	If "Other" Selected *(please explain here)*					
Population:	Adult					

General Approaches *(check all that apply)*:	☐	Pre-Adjudication	☒	Post-Adjudication	☐	Re-entry
	☐	Other *(please explain)*				

Pursuant to statutory authority, drug courts and veteran's courts, hereinafter referred to as specialty court programs, are to notify the Office of the Governor Criminal Justice Division (CJD) on or before implementation. In turn, CJD maintains a database of operational specialty court programs.

In order to register your court program with CJD for inclusion in the specialty court database, please complete and submit the registration form, as well as, a copy of the resolution by the appropriate governing body authorizing the establishment of the specialty court program.

Please forward completed forms and resolutions to Ms. Anissa Johnson, State Specialty Courts Program Manager, via email at Anissa.Johnson@gov.texas.gov or by fax to (512) 475-2440. Upon approval your specialty court program will be registered with CJD.

We encourage you to contact Ms. Michelle Bias, Program Specialist, Department of State Health Services (DSHS), for information on how to have your court program's information loaded into the Client Management Behavioral Health System (CMBHS). Once you complete the necessary forms and your court program is entered into the system, webinar training will be scheduled to demonstrate how to maintain your court program information, add/remove staff access, and view client records. Ms. Bias may be reached via phone and email at (512) 206-5575 and Michelle.Bias@dshs.state.tx.us.

AI-43587 **Facilities Management 12. A.**

CC REGULAR

Meeting Date: 03/25/2014

Submitted For: Facilities Management **Submitted By:** Glinda Pacheco, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Requesting approval to process the following invoices as claims with authority for County Treasurer to issue payment after review, audit, and processing procedures are completed by the County Auditor.

Date	Vendor	Invoice#	Amount
3/1/14	Waste Management	4914280-1177-0	122.83
3/1/14	Waste Management	4914281-1177-8	128.93
3/1/14	Waste Management	4914279-1177-2	100.85
		Total:	**352.61**

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-419-40-220-001-0-421

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

BUDGETARY IMPACT:

Funds available as of 3/14/14.

Attachments

Invoices

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/14/2014 08:40 AM
Purchasing Department	Monica Badillo	03/21/2014 04:46 PM

Form Started By: Glinda Pacheco Started On: 03/13/2014 03:36 PM

Final Approval Date: 03/21/2014

WASTE MANAGEMENT

INVOICE

Waste Management of Texas, Inc.
1901 Afton St
Houston, TX 77055-2203

(800) 800-5804
(713) 423-1880 SERVICE (FAX)

Customer: HIDALGO COUNTY BLDG AND GROUND
Online WM ezPay ID: **00006-11479-53005**
Invoice Date: 03/01/2014
Invoice Number: 4914280-1177-0
Account Number: 717-0023376-1177-2
Due Date: Due Upon Receipt

Total Current Charges	Total Amount Due
122.83	356.89

Account Summary

Description	
Previous Balance PD 3.4.14 CK#01-394262	234.06
Total Credits and Adjustments	0.00
Total Payments Received	0.00
Total Current Charges	122.83
Total Amount Due	356.89
Total Amount Past Due	234.06

Failure to pay this balance could necessitate further collection action. Please process your payment in full today.

Service Period: MARCH SERVICE

Description	Amount
Commercial	122.83
Total Current Charges	122.83

PRICES ARE SUBJECT TO CHANGE IN ACCORDANCE WITH YOUR SERVICE AGREEMENT. OUR NEW HOURS ARE: MON-FRI 7:30 AM-5:00 PM SAT 8:00 AM-12:00 PM

If full payment of the invoiced amount is not received within 30 days of the invoice date, you will be charged a monthly late fee of 2.5% of the unpaid amount, with a minimum monthly charge of $5.00, or such late fee allowed under applicable law, regulation or contract. Additionally, if your service is suspended for non-payment, you may be charged a resume fee to restart your service. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law.

Want to pay this bill on-line? Visit www.wm.com and click on My Account to make a convenient, secure payment.

Current Due	Over 30	Over 60	Over 90	Over 120	Total Due
122.83	117.03	117.03	0.00	0.00	356.89

WASTE MANAGEMENT

Waste Management of Texas, Inc.
1901 Afton St
Houston, TX 77055-2203

(800) 800-5804
(713) 423-1880 SERVICE (FAX)

Payment Coupon

Please detach and send with checks only (no cash).
Please send all other correspondence to your local WM site.

Your Account Number
717-0023376-1177-2

Invoice Date	Your Invoice Number
03/01/2014	4914280-1177-0

Due Date	Total Due	Amount Paid
Upon Receipt	356.89	

1177717002337604914280000000122830000035689 3

0034785 01 AT 0.403 **AUTO T6 0 7052 78540-135656 -C01-P34819-I 00007C37

HIDALGO COUNTY BLDG AND GROUND
PO BOX 1356
ATTN ACCOUNTS PAYABLE
EDINBURG TX 78540-1356

Waste Management of Texas, Inc.
PO BOX 660345
DALLAS TX 75266

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Printed on recycled paper.

FOR CHANGE OF ADDRESS OR ANY SERVICE ISSUES CONTACT NUMBER ON PAGE 1

0034785-0000001-0069153

0000611479530005

WASTE MANAGEMENT

Waste Management of Texas, Inc.
1901 Afton St
Houston, TX 77055-2203

Customer: HIDALGO COUNTY BLDG AND GROUND
Online WM ezPay ID: **00006-11479-53005**
Invoice Date: 03/01/2014
Invoice Number: 4914280-1177-0
Account Number: 717-0023376-1177-2
Due Date: Due Upon Receipt

Service Location: 717-23376 Hidalgo County Bldg And Ground: 722 Breyfogle: Mission Tx 78572

Date	Ticket	Description	Quantity	U/M	Rate	Amount
03/01/14		4 Yd fel	1.00			97.40
03/01/14		Fuel/environmental charge				20.43
03/01/14		Non taxable 0.00%				0.00
03/01/14		Late payment fee				5.00
		Total Current Charges				**122.83**

0034785-0000002-4069154

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WASTE MANAGEMENT

INVOICE

Waste Management of Texas, Inc.
1901 Afton St
Houston, TX 77055-2203

(800) 800-5804
(713) 423-1880 SERVICE (FAX)

Customer: HIDALGO COUNTY BLDG AND GROUND
Online WM ezPay ID: **00006-11482-73006**
Invoice Date: 03/01/2014
Invoice Number: 4914281-1177-8
Account Number: 717-0023377-1177-0
Due Date: Due Upon Receipt

Total Current Charges	Total Amount Due
128.93	375.09

Account Summary

Description	
Previous Balance PD 3-14 CK#61-314262	246.16
Total Credits and Adjustments	0.00
Total Payments Received	0.00
Total Current Charges	128.93
Total Amount Due	375.09
Total Amount Past Due	246.16

Failure to pay this balance could necessitate further collection action. Please process your payment in full today.

Service Period: MARCH SERVICE

Description	Amount
Commercial	128.93
Total Current Charges	128.93

If full payment of the invoiced amount is not received within 30 days of the invoice date, you will be charged a monthly late fee of 2.5% of the unpaid amount, with a minimum monthly charge of $5.00, or such late fee allowed under applicable law, regulation or contract. Additionally, if your service is suspended for non-payment, you may be charged a resume fee to restart your service. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law.

PRICES ARE SUBJECT TO CHANGE IN ACCORDANCE WITH YOUR SERVICE AGREEMENT. OUR NEW HOURS ARE: MON-FRI 7:30 AM-5:00 PM SAT 8:00 AM-12:00 PM

Want to pay this bill on-line? Visit www.wm.com and click on My Account to make a convenient, secure payment.

Current Due	Over 30	Over 60	Over 90	Over 120	Total Due
128.93	123.08	123.08	0.00	0.00	375.09

WASTE MANAGEMENT

Waste Management of Texas, Inc.
1901 Afton St
Houston, TX 77055-2203

(800) 800-5804
(713) 423-1880 SERVICE (FAX)

Payment Coupon

Please detach and send with checks only (no cash).
Please send all other correspondence to your local WM site.

Your Account Number
717-0023377-1177-0

Invoice Date	Your Invoice Number
03/01/2014	4914281-1177-8

Due Date	Total Due	Amount Paid
Upon Receipt	375.09	

1177717002337704914281000000128930000000375099

0034786 01 AT 0.403 **AUTO T6 0 7052 78540-135656 -C01-P34820-I 10007C37

HIDALGO COUNTY BLDG AND GROUND
PO BOX 1356
EDINBURG TX 78540-1356

Waste Management of Texas, Inc.
PO BOX 660345
DALLAS TX 75266

0000611482730006

0034786-0000001-0069135

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FOR CHANGE OF ADDRESS OR ANY SERVICE ISSUES CONTACT NUMBER ON PAGE 1

WASTE MANAGEMENT

Waste Management of Texas, Inc.
1901 Afton St
Houston, TX 77055-2203

Customer: HIDALGO COUNTY BLDG AND GROUND
Online WM ezPay ID: **00006-11482-73006**
Invoice Date: 03/01/2014
Invoice Number: 4914281-1177-8
Account Number: 717-0023377-1177-0
Due Date: Due Upon Receipt

Service Location: 717-23377 Hidalgo County Bldg And Ground: 730 Breyfogle: Mission Tx 78574-7035

Date	Ticket	Description	Quantity	U/M	Rate	Amount
03/01/14		4 Yd fel	1.00			102.44
03/01/14		Fuel/environmental charge				21.49
03/01/14		Non taxable 0.00%				0.00
03/01/14		Late payment fee				5.00
		Total Current Charges				**128.93**

0034786-0000002-0069136

Printed on recycled paper.

WASTE MANAGEMENT

INVOICE

RECEIVED
FEB

Waste Management of Texas, Inc.
1901 Afton St
Houston, TX 77055-2203

(800) 800-5804
(713) 423-1880 SERVICE (FAX)

Customer: HIDALGO COUNTY BLDG AND GROUND
Online WM ezPay ID: **00001-72602-73004**
Invoice Date: 03/01/2014
Invoice Number: 4914279-1177-2
Account Number: 717-0014405-1177-0
Due Date: Due Upon Receipt

Total Current Charges	Total Amount Due
100.85	201.01

Account Summary
Account Level PO# 304362

Description	
Previous Balance PD 3-4-14 CK#51-394262	100.16
Total Credits and Adjustments	0.00
Total Payments Received	0.00
Total Current Charges	100.85
Total Amount Due	201.01
Total Amount Past Due	100.16

Please pay total amount due. Thank you for your business.

Service Period: FEBRUARY SERVICE

Description	Amount
Commercial	100.85
Total Current Charges	100.85

PRICES ARE SUBJECT TO CHANGE IN ACCORDANCE WITH YOUR SERVICE AGREEMENT. OUR NEW HOURS ARE: MON-FRI 7:30 AM-5:00 PM SAT 8:00 AM-12:00 PM

If full payment of the invoiced amount is not received within 30 days of the invoice date, you will be charged a monthly late fee of 2.5% of the unpaid amount, with a minimum monthly charge of $5.00, or such late fee allowed under applicable law, regulation or contract. Additionally, if your service is suspended for non-payment, you may be charged a resume fee to restart your service. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law.

Want to pay this bill on-line? Visit www.wm.com and click on My Account to make a convenient, secure payment.

Current Due	Over 30	Over 60	Over 90	Over 120	Total Due
100.85	100.16	0.00	0.00	0.00	201.01

WASTE MANAGEMENT

Waste Management of Texas, Inc.
1901 Afton St
Houston, TX 77055-2203

(800) 800-5804
(713) 423-1880 SERVICE (FAX)

Payment Coupon

Please detach and send with checks only (no cash).
Please send all other correspondence to your local WM site.

Your Account Number
717-0014405-1177-0

Invoice Date	Your Invoice Number
03/01/2014	4914279-1177-2

Due Date	Total Due	Amount Paid
Upon Receipt	201.01	

1177717001440504914279000000100850000020101 0

0034784 01 AT 0.403 **AUTO T6 0 7052 78540-135656 -C01-P34818-I 10007C37

HIDALGO COUNTY BLDG AND GROUND
PO BOX 1356
ATTN ACCOUNTS PAYABLE
EDINBURG TX 78540-1356

Waste Management of Texas, Inc.
PO BOX 660345
DALLAS TX 75266

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FOR CHANGE OF ADDRESS OR ANY SERVICE ISSUES CONTACT NUMBER ON PAGE 1

0034784-0000001-0069151

0000172602730004

WASTE MANAGEMENT

Waste Management of Texas, Inc.
1901 Afton St
Houston, TX 77055-2203

Customer: HIDALGO COUNTY BLDG AND GROUND
Online WM ezPay ID: **00001-72602-73004**
Invoice Date: 03/01/2014
Invoice Number: 4914279-1177-2
Account Number: 717-0014405-1177-0
Due Date: Due Upon Receipt

Service Location: 717-14405 Hidalgo County Bldg And Ground: 1 1/4 Miles North Moorefield: Mission Tx 78572

Date	Ticket	Description	Quantity	U/M	Rate	Amount
03/01/14		3 Yd fel	1.00			83.36
03/01/14		Fuel/environmental charge				17.49
03/01/14		Non taxable 0.00%				0.00
		Total Current Charges				**100.85**

0034784-0000002-0069152

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AI-43427 **IT Department 13. A.**

CC REGULAR

Meeting Date: 03/25/2014

Submitted By: Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

VARIOUS DEPARTMENTS
Authorization and approval to upgrade wireless equipment to model number MHS291L and to change account number for MDN 956-310-1305 through the County's membership/participation with CONTRACT: DIR-SDD-1779 with VERIZON WIRELESS for the following:

Qty:	Description:	Department:	User/ID:	Equipment:	Cost:	MDN:
5	Upgrade	Justice Court	Office Use	Data Card	0	956-358-3309, 956-358-3310, 956-483-9710, 956-587-2865 & 956-929-7938
5	Upgrade	Info. Tech.	Office Use	Data Card	0	956-429-8639, 956-587-2679, 956-587-2832, 956-587-2847 & 956-587-2866
1	Upgrade	Public Affairs	Office Use	Data Card	0	956-310-1305
3	Upgrade	County Clerks	Office Use	Data Card	0	956-587-2447, 956-587-2462 & 956-929-1835
1	Upgrade	District Clerks	Office Use	Data Card	0	956-587-1269
3	Upgrade	Juvenile Prob.	Office Use	Data Card	0	956-578-1993, 956-578-2401 & 956-578-2827
5	Upgrade	Comm. Pct. 4	Office Use	Data Card	0	956-578-3177, 956-578-3164, 956-358-1407, 956-221-2293 & 956-221-2292
2	Upgrade	Purchasing	Office Use	Data Card	0	956-310-8530 & 956-310-8594
2	Upgrade	County Auditor	Office Use	Data Card	0	956-358-1076 & 956-587-2852
1	Upgrade	County Court at Law #7	Office Use	Data Card	0	956-342-1143
1	Upgrade	WIC	Office Use	Data Card	0	956-929-1042

Qty:	Description:	Department:	User/ID:	Equipment:	Cost:	MDN:

1	Delete Acct# 4-1100-415-00-110-006-0-532	County Judge	Office Use	Data Card	0	956-310-1305
1	Transfer to Acct# 4-1100-413-00-110-077-0-532	Public Affairs	Office Use	Data Card	0	956-310-1305

BACKGROUND

Attachments

Request Forms
form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/21/2014 03:52 PM
Purchasing Department	Monica Badillo	03/21/2014 04:46 PM

Form Started By: Griselda Salazar Started On: 03/04/2014 10:44 AM

Final Approval Date: 03/21/2014

4-3-27

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
■ Office Use *or* □ Individual	□ Data Card	□ Cellular Telephone $50/mo
□ Name Change	□ Blackberry	□ Data Pad $25/mo
■ Equipment Change	□ Other:	
□ Plan Change		
□ Delete Service		

COUNTY OWNED WIRELESS DEVICE

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

Department: Justice Court Tech Dept#: _____

Quantity: 5 358-3309, 358-3310, 483-9710, 581-2805 & 929-7938

Service: $0 /mo (x) ____ months = _____ Account: 4-1242-412-00-060-001-0 -532

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

Requisition Total: _____ **Requisition Number:** _____

STIPEND

(1) Employee: _____ Employee ID#_____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

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

Total: _____

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

Signature	Print Name	Date
	Renan Ramirez	3/20/14

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

Signature	Print Name	Date
	[redacted]	

(4) IT DEPARTMENT ONLY:

Service Type Codes: equipment upgrade to MHS291L for 5 Office Use data cards

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

□ **Approved Date:** _____ □ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
■ Office Use *or* □ Individual	■ Data Card	□ Cellular Telephone $50/mo
□ Name Change	□ Blackberry	□ Data Pad $25/mo
■ Equipment Change	□ Other:	
□ Plan Change		
□ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Office Use Employee ID# n/a Signature: _____

Department: Public Affairs Dept#: 110

Quantity: 1 (956)-310-1305

Service: $ 0 /mo (x) ___ months = _____ Account: 4-1100-413-00-110-007-0 -532

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

Requisition Total: _____ Requisition Number: _____

STIPEND

(1) Employee: _____ Employee ID# _____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

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

Total: _____

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

Signature	Print Name	Date
[signature]	Jaime Longoria	3-21-14

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

Signature	Print Name	Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: equipment upgrade to MHS291L for 1 Office Use data card

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

□ Approved Date: _____ □ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

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

COUNTY OWNED WIRELESS DEVICE

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

Department: County Clerk's Dept#: 180

Quantity: 3 956-587-2447, 956-587-2462 & 956-929-1835

Service: $ 0 /mo (x) ____ months = _____ Account: N/A -532

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

Requisition Total: 0 **Requisition Number:** N/A

STIPEND

(1) Employee:_____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

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

Total:_____

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

Arturo Guajardo Jr. | Arturo Guajardo, Jr. | 03/12/14

Signature | Print Name | Date

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

_____ | _____ | _____

Signature | Print Name | Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: equipment upgrade to MHS291L for 3 data cards

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

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

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

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Laura Hinojosa Employee ID# 152692 Signature: Laura Hinojosa

Department: District Clerk Dept#: 090

Quantity: 1 956-587-1269

Service: $ 0 /mo (x) ___ months = _____ Account: 4-1100-412-00-090-001-0 -532

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

Requisition Total: _____ Requisition Number: _____

STIPEND

(1) Employee: _____ Employee ID#_____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

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

Total: _____

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

Laura Hinojosa (Signature) Laura Hinojosa (Print Name) 3/18/14 (Date)

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

_____ Signature _____ Print Name _____ Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: equipment upgrade to MHS291L for 1 data card

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

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

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

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Office Use Employee ID# _____ Signature: _____

Department: Juvenile Probation Dept#: 330

Quantity: 3 : 956-578-1993, 956-5782401 and 956-578-2827

Service: $ 0 /mo (x) _____ months = _____ Account: 4-1100-423-32-330-001-0--532

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

Requisition Total: 1,367.64 **Requisition Number:** 249611

STIPEND

(1) Employee: _____ Employee ID# _____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

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

Total: _____

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

Signature	Israel "Buddy" Silva, Jr.	2/6/14
	Print Name	Date

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

Signature	Honorable Mario E. Ramirez Jr., Overseer	2/6/14
	Print Name	Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: equipment upgrade to MHSAIL for 3 data cards.

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

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

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

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Office Use Employee ID#: — Signature: GA Beltran

Department: Pct #4 Dept#: 124

Quantity: One - (956) 578-3177

Service: $ 0 /mo (x) ____ months = _____ Account: 4-1200-431-00-124-007-0 -532

Service: $ 0 /mo (x) ____ months = _____ Account: N/A -619/664

Requisition Total: 0 **Requisition Number:** N/A

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

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

Total:_____

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

Joseph Palacios

Gloria A. Beltran | Gloria A. Beltran | 3/12/14

Signature | Print Name | Date

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

_____ | _____ | _____

Signature | Print Name | Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: equipment upgrade to MHS291L for 1 datacard

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

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

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

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Office Use Employee ID#: — Signature: GA Beltran

Department: Pct #4 Dept#: 124

Quantity: Due -(956) 578-3164

Service: $ Ø /mo (x) ____ months = _____ Account: H-1200-431-00-124-007-0 -532

Service: $ Ø /mo (x) ____ months = _____ Account: N/A -619/664

Requisition Total: Ø **Requisition Number:** N/A

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

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

Total:_____

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

Signature	Print Name	Date
Gloria A. Beltran	Gloria A. Beltran	3/12/14

Joseph Palacios

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

Signature	Print Name	Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Equipment upgrade to MHS291L for 1 data card

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

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

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

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Office Use Employee ID#: — Signature: GA Beltran

Department: Pct #4 Dept#: 124

Quantity: Due - (956) 358-1407

Service: $ Ø /mo (x) ____ months = _____ Account: 4-1200-431-00-124-007-0 -532

Service: $ Ø /mo (x) ____ months = _____ Account: N/A -619/664

Requisition Total: Ø **Requisition Number:** N/A

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

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

Total:_____

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

Signature	Print Name	Date
Gloria A. Beltran	Gloria A. Beltran	3/12/14

Joseph Palacios

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

Signature	Print Name	Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Equipment Upgrade to MHS291L for 1 data card

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

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

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

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Office Use Employee ID#: — Signature: Gloria A Beltran

Department: Pct #4 Dept#: 124

Quantity: Drue - (956) 221-2293

Service: $ Ø /mo (x) ____ months = _____ Account: 4-1200-431-00-124-007-0 -532

Service: $ Ø /mo (x) ____ months = _____ Account: N/A -619/664

Requisition Total: Ø **Requisition Number:** N/A

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

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

Total:_____

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

Gloria A Beltran	Gloria A. Beltran	Joseph Palacios 3/12/14
Signature	Print Name	Date

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

Signature	Print Name	Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Equipment upgrade to MHS 291L for 1 datacard

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

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

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

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Office Use Employee ID#: – Signature: Gloria A Beltran

Department: Pct #4 Dept#: 124

Quantity: Drue – (956) 221-2292

Service: $ 0 /mo (x) ____ months = _____ Account: 4-1200-431-00-124-007-0 -532

Service: $ 0 /mo (x) ____ months = _____ Account: N/A -619/664

Requisition Total: 0 **Requisition Number:** N/A

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

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

Total:_____

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

Signature	Print Name	Date
Gloria A Beltran	Gloria A. Beltran	3/12/14

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

Signature	Print Name	Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Equipment upgrade to MHS 291L for 1 data card

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

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
■ Office Use *or* □ Individual	■ Data Card	□ Cellular Telephone $50/mo
□ Name Change	□ Blackberry	□ Data Pad $25/mo
■ Equipment Change	□ Other:	
□ Plan Change		
□ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Office Use Employee ID# n/a Signature: _____

Department: Purchasing Department Dept#: 160

Quantity: 2 956-310-8530 & 956-310-8594

Service: $0 /mo (x) ____ months = _____ Account: 4-1100-415-18-160-001-0 -532

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

Requisition Total: _____ Requisition Number: _____

STIPEND

(1) Employee: _____ Employee ID# _____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

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

Total: _____

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

Martha L Salazar (Signature) | Martha L. Salazar (Print Name) | 3-20-14 (Date)

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

_____ (Signature) | Valde Guerra (Print Name) | 3/20/14 (Date)

(4) IT DEPARTMENT ONLY:

Service Type Codes: equipment upgrade to MHS291L for 2 Office Use data cards

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

□ **Approved Date:** _____ □ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0, id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

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

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Office Use Employee ID# n/a Signature: [signature]

Department: CC#7 Dept#: 027

Quantity: 1 952-342-1143

Service: $ 37.99 /mo (x) 12 months = 455.88 Account: 4-1100-412-00-027-001-0 -532

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

Requisition Total: $455.88 Requisition Number: 251892

STIPEND

(1) Employee: _____ Employee ID# _____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

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

Total: _____

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

[signature] SERGIO J. VALDEZ 3-13-14

Signature Print Name Date

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

_____ _____ _____

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: equipment upgrade to MHS291L for 1 data card spl

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

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

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

COUNTY OWNED WIRELESS DEVICE

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

Department: WIC Dept#: 1250

Quantity: 1 956-929-1042

Service: $0.00 mo (x) ____ months = _____ Account: 4.1292.441.00.350.001 -532

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

Requisition Total: _____ Requisition Number: _____

STIPEND

(1) Employee: _____ Employee ID#_____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

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

Total: _____

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

N Longoria Norma Longoria 3/12/14

Signature Print Name Date

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

Signature Valde Guerra 3/14/14

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Upgrade equipment to MHS291L for 1 data card

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

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information. http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2

RECEIVED
MAR 14 2014

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

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

COUNTY OWNED WIRELESS DEVICE

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

Department: County Judges Dept#: _____

Quantity: 1 956-310-1305

Service: $ 37.99 /mo (x) 12 months = 455.88 Account: 4-1100-415-00-110-006-01 -532

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

Requisition Total: _____ **Requisition Number:** _____

STIPEND

(1) Employee: _____ Employee ID# _____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

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

Total: _____

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

Signature	Print Name	Date
[signature]	Jaime R. Longoria	2/6/14

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

Signature	Print Name	Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Transfer to Public Affairs 4-1100-413-00-110-077-01-532

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

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

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

COUNTY OWNED WIRELESS DEVICE

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

Department: Public Affairs Dept#: 110

Quantity: 1 956-310-1305

Service: $37.99 /mo (x) 12 months = 455.88 Account: A-1100-413-00-110-077-0 -532

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

Requisition Total: $455.88 **Requisition Number:** 25074

STIPEND

(1) Employee: _____ Employee ID#_____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

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

Total: _____

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

Signature	Print Name	Date
[signature]	Jaime R. Longoria	2/6/14

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

Signature	Print Name	Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: _____

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

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

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

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Auditor's Office Employee ID#_____ Signature:_____

Department: Auditor's Office Dept#: 170

Quantity: 2 (956-584-2852 and 956-358-1076)

Service: $37.99 /mo (x) 12 months = $455.88 Account: 4-1100-415-21-170-001-0 -532

Service: $ 37.99 /mo (x) 12 months = $455.88 Account: 4-1100-415-21-170-001-0-532 ~~-532/564~~

Requisition Total: $911.76 **Requisition Number:** 248904 / PO 704319

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

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

Total:_____

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

_____ _____ _____

Signature Print Name Date

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

_____ _____ _____

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: _____

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

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

AI-43527 **Urban County 14. A.**

CC REGULAR

Meeting Date: 03/25/2014

Submitted For: Guadalupe V. Garcia **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program on behalf of the City of Alton is requesting authority to purchase fire station equipment through Hidalgo County's membership and participation with Buyboard approved vendor Casco Industries, (contract # 363-10) in the amount of $87,724.16 (two quotes attached hereto) to include shipping fees. City of Alton funds under UCP Years 22, 23 & 24 (2009, 2010 & 2011) Fire Station/ Equipment funds will be utilized.

BACKGROUND

The fire station equipment purchase will include bunker gear, nozzles hoses, thermal imaging camera and a breathing compressor. Payment in the amount of $87.724.16 will include delivery/freight. Delivery is expected within 60 days.

Vendor: Casco Industries
Purchase Amount: $87,724.16

Funds Available: $ 3,453.92 Year 22 (2009) Fire Station Equipment
$ 12,295.13 Year 23 (2010) Fire Station Equipment
$106,595.92 Year 24 (2011) Fire Station Equipment
$122,344.97

Attachments

Agenda Backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/11/2014 01:08 PM
Purchasing Department	Monica Badillo	03/21/2014 04:46 PM

Form Started By: Mary Flores Started On: 03/10/2014 02:39 PM

Final Approval Date: 03/21/2014

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: ~~City of Alton~~ Buyboard **Person Contacted:** Jeff Underwood

VENDOR #1 **Name:** Casco Industries - Bob Yancy **Contract No. :** 363-10 **Phone:** 281-443-0999

Quantity	Description of Items	Price per Unit	Total Amount
12	Globe – 32782DT Coat G-Xtreme Tan Advance	935.13	11,221.56
60	Globe – 3RL Lettering 3" L/Y "ALTON" on Coat	1.44	86.40
12	Globe – 42782DT Pant G-Xtreme Tan Advance	689.4	8,272.80
12	Globe – 1301400 Shadow Leather Boots	346.5	4,158.00
20	North American – DB175X50YEN Hose 1-3/4" x 50 Nylon	134.40	2,688.00
4	Elkhart – SFM – LPG Phantom Nozzle W/Pistol Grip 1.5"	578.4	2,313.60
1	Bauer Compressor Model mini Unicus 13-E3 High pressure, breathing compressor with motor, starter, two air cylinders (Cascade system for SCBA gear)	45,854.00	45,854.00
			74,594.36
		TOTAL:	~~$74,597.36~~

Recommendation: Proceed with purchase of fire fighting equipment from Casco Industries, Inc.

Requested by: Jeff Underwood Date 3/5/14

UCP Approval: Date 3/7/14

Casco INDUSTRIES, INC.
Fire Equipment Sales & Service

Providing Protection for those Who Protect Us since 1950

1920 Rankin Road, Suite 155 Houston, Texas 77073
281-443-0999 Office 281-443-0858 Fax

QUOTATION

To: ALTON FD **Attn: JJ SALINAS** **Fax:** **E-Mail: jj.salinas@alton-tx.gov**	**Ship to:** Same BUY-BOARD #363-10

Date	Quoted By	Date Expected	Ship Via	F.O.B.	Terms
2/11/14	BOB YANCY		Best Way	Destination	NET 30 Days

Qty	Description	List Price	Unit Price	Total
12	GLOBE-32782DT COAT G-XTREME TAN ADVANCE	1,531.95	935.13	11,221.56
60	GLOBE-3RL LETTERING 3" L/Y "ALTON" ON COAT	2.40	1.44	86.40
12	GLOBE-42782DT PANT G-XTREME TAN ADVANCE	1,149.00	689.40	8,272.80
12	GLOBE-1301400 SHADOW LEATHER BOOTS	495.00	346.50	4,158.00
20	NORTH AMERICAN-DB175X50YEN HOSE 1 ¾" X 50' NYLON	192.00	134.40	2,688.00
4	ELKHART-SFM-LPG PHANTOM NOZZLE W/PISTOL GRIP 1.5" 200 GPM	964.00	578.40	2,313.60

Sub Total	**$28,740.36**
Shipping	**0.00**
TOTAL	**$28,740.36**

BOB YANCY / Sales Representative

QUOTATION

Casco INDUSTRIES, INC.

Fire Equipment Sales & Service

Providing Protection for those Who Protect Us since 1950

Casco Houston Office
1920 Rankin Rd. Ste 155
Houston, TX 77073
Phone: 281-443-0999
FAX: 281-443-0858
Email: byancy@cascoindustries.com

Alton FD
Attention: J.J. Salinas

Buy-Board #363-10

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.

Air System

QUOTE No.: 1402-1405 **February 4, 2014**

1	**1**	**Bauer Compressor Model mini-Unicus 13-E3 High pressure, breathing air compressor, with Motor, starter, PLC controller, NEMA 4 electrical Enclosure, UL listed control panel, ACD system, Two UNi code stamped air cylinders, sound Enclosure, two position containment fill Station, Securus purification system, and Installed optional: interstage gauges, CO monitor, two (additional 6000 PSI UNi cylinders w/RCK 0037 and Side Mount/Dual Function cascade**	**List: $ 50,949.00** **Buy Board Price: $ 45,854.00**

ESTIMATED FRT. $0.00

Compressor System Performance

Maximum Pressure	6,000 PSI
Charging Rate SCFM	13.0 scfm
Free Air Delivery	10.8 acfm
Motor Horsepower	10
Number of Stages	4

Motor Voltage	460 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	3200 lbs.

Net –30 **F.O.B. Norfolk, VA (Prices good for 30 days)**

Current production lead time is 8-10 weeks after receipt of your valued order

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM

Price Proposal Form

Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase. Use additional forms as needed.

Name of Cooperative: Buyboard **Person Contacted:** Bob Yancy

VENDOR #1 **Name:** Casco Industries **Contract No. :** 363-10 **Phone:** 281-443-0999

Quantity	Description of Items	Price per Unit	Total Amount
1	MSA - 10145951 Evolution 6000 Plus TIC (Thermal Imagery Camera)	12,285.00	12,285.00
1	MSA – 10148136 Vehicle Charger	0.00	0.00
20	NAF – DB175X5YEN Hose 1-3/4 x 50'	134.40	2,688.00
2	ELK – SFM – HPG (00047021) 1.5" Pistol Grip Phantom Nozzle	578.40	1,156.80
		TOTAL:	$16,129.80

Recommendation: Proceed with purchase of fire fighting equipment from Casco Industries, Inc.

Requested by: Jeff Underwood Date 3/3/14

UCP Approval: Date 3/10/14

UCA-5

REVSED JUNE 2009

Casco INDUSTRIES, INC.
Fire Equipment Sales & Service

Providing Protection for those Who Protect Us since 1950

1920 Rankin Road, Suite 155 Houston, Texas 77073
281-443-0999 Office 281-443-0858 Fax

QUOTATION

To: URBAN COUNTY/ALTON FD **Attn: JJ SALINAS** **Fax:** **E-Mail: jjsalinas@alton-tx.gov**	**Ship to:** Same **BUY-BOARD #363-10**

QUOTE VALID FOR 60 DAYS

Date	Quoted By	Date Expected	Ship Via	F.O.B.	Terms
3/03/04	BOB YANCY		Best Way	Destination	NET 30 Days

Qty	Description	List Price	Unit Price	Total
1 26%	MSA-10145951 EVOLUTION 6000 PLUS TIC	17,550.00	12,285.00	12,285.00
1 N/A	MSA-10148136 VEHICLE CHARGER	850.00	0.00	0.00
20 30% off	NAF-DB175X5YEN HOSE 1 ¾" X 50'	192.00	134.40	2,688.00
2 40% off	ELK-SFM-HPG (00047021) 1.5" PISTOL GRIP PHANTOM NOZZLE	964.00	578.40	1,156.80

Sub Total	**$16,129.80**
Shipping	**0.00**
TOTAL	**$16,129.80**

BOB YANCY / Sales Representative

The City of Alton
509 South Alton Blvd. Alton, Texas 78573-1196
Office (956) 432-0760. Fax (956) 432-0766

Received
FEB 27 2014
Alton County Program

February 27, 2014

Guadalupe V. Garcia
UCP Coordinator II
Urban County Program
427 Duranta Avenue, Suite 7
Alamo, Texas 78516

Dear Ms. Garcia:

The City of Alton would like to request that Hidalgo County Commissioner's Court approval the request to purchase firefighting equipment and issue the appropriate purchase orders for the purchases.

Thank you for all your support. If you have any questions on this correspondence do not hesitate to call me at (956) 432-0760.

Sincerely,

Steve Pena
CEO
Alton Development Corporation

CC: Diana Serna, UC Director
Tony Barco, UC Program Manager
Jorge Arcaute, City Manager

AI-43579 **Urban County 14. B.**

CC REGULAR

Meeting Date: 03/25/2014

Submitted For: Michelle Mendoza **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The County of Hidalgo Urban County Program (UCP) is disclosing that Genaro Tafolla, who has applied for assistance under the Community Housing Development Organization (CHDO) Program with the Affordable Homes of South Texas, Inc. (AHSTI) is related to an employee of AHSTI.

BACKGROUND

As per 24 CFR 92.356(d)(1), the UCP must publicly disclose that Genaro & Aide G. Tafolla are related to AHSTI Loan Officer, Francisco M. Tafolla. During application intake, it was disclosed that Mr. Genaro Tafolla is the brother of Frank M. Tafolla. In Compliance with 24 CFR 92.356(d)(2), the UCP requested and received a legal opinion from Mr. Steven Crain, County Attorney. The legal opinion received stated that the approval of the application for Mr. Tafolla, would not violate Texas state or local laws. As a result, the UCP must publicly disclose the above mentioned case before it can request an exception from the U.S. Department of Housing and Urban Development.

Attachments

Agenda Backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/13/2014 03:09 PM
Purchasing Department	Monica Badillo	03/21/2014 04:46 PM

Form Started By: Mary Flores Started On: 03/13/2014 02:04 PM

Final Approval Date: 03/21/2014

ATLAS, HALL & RODRIGUEZ, LLP

ATTORNEYS AT LAW

TRAVIS COUNTY OFFICE
7200 N. MOPAC EXPY., STE 430
AUSTIN, TEXAS 78731
TEL. (512) 583-0579
FAX (800) 808-1132

P.O. BOX 3725 (78502-3725)
818 W. PECAN BLVD. (78501-2418)
McALLEN, TEXAS
TEL. (956) 682-5501 FAX (956) 686-6109
ATLASHALL.COM

CAMERON COUNTY OFFICE
50 W. MORRISON RD., STE A
BROWNSVILLE, TEXAS 78520-7262
TEL. (956) 574-9333
FAX (956) 574-9337

scrain@atlashall.com
(956) 632-8221 Direct Line

March 12, 2014

Diana R. Serna, Director
Hidalgo County Urban County Program
427 E. Durante Avenue, Ste. 107
Alamo, Texas 78516

RE: CHDO Applicant G. Tafolla and Conflict of Interest

Dear Ms. Serna:

We received on March 10, 2014 your letter dated March 5, 2014 (the "Letter") wherein you requested a legal opinion regarding the above referenced applicant's application to Affordable Homes of South Texas, Inc. ("CHDO"). The Letter states the above referenced applicant's brother is a loan officer with the CHDO. According to the Letter your staff obtained an affidavit from the above referenced applicant's brother that the brother "has not taken part in the processing and approval of the loan to purchase the single family home..."

24 CFR §92.356(b) provides that immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws of a covered person.

24 CFR §92.356(c) states the conflict of interest provisions of 224 CFR §92.356(b) apply to any person who is an employee, agent, consultant, officer, or elected official or appointed officers of the participating jurisdiction, State recipient, or sub recipient which are receiving HOME funds. Therefore, since the above referenced applicant's brother is an employee of the sub recipient there is a conflict of interest under 24 CFR §92.356.

24 CFR §92.356(d) provides upon the written request of the participating jurisdiction, HUD may grant an exception to the conflict of interest provisions on a case by case basis when the participating jurisdiction has provided among other items an opinion of the participating jurisdiction's attorney that the interest for which the exception is sought would not violate State or local law.

Chapter 171 of the Texas Local Government Code titled Regulation of Conflicts of Interest of Officers of Municipalities, Counties, and certain other Local Governments governs conflict of interest involving public officials. "Local public official" is defined in section

171.001 of the Texas Local Government Code as a member of the governing body or another officer, whether elected, appointed, paid or unpaid, of any district (including a school district), county, municipality, precinct, central appraisal district, or other local governmental entity who exercises responsibilities beyond those that are advisory in nature.

For the purposes of this letter, we are assuming that Affordable Homes of South Texas, Inc. is a nonprofit corporation that does not have voting stock or shares or in the alternative that if Affordable Homes of South Texas, is not a nonprofit corporation no employee of Hidalgo County or the Hidalgo County Urban County Program owns ten percent or more of the voting stock or shares of Affordable Homes of South Texas, Inc.

If the facts stated herein are correct and if the assumption stated in the immediately preceding paragraph is correct, then based on the foregoing we are of the opinion that the exception sought from HUD regarding the above referenced applicant would not violate Chapter 171 of the Texas Local Government Code.

The opinions expressed herein are subject to the following limitations, qualifications, assumptions and exceptions.

(a) Whether any of the obligations set forth may be specifically enforced as opposed to being the basis for a claim for damages;

(b) The laws of any jurisdiction other than the State of Texas as in effect on the date of this opinion;

(d) The effect of bankruptcy, insolvency, liquidation and similar laws generally affecting creditors' rights; or

(e) The effect of general principles of equity (regardless of whether considered in a proceeding in equity or at law).

The opinion expressed above is solely for the benefit of Secretary of Housing and Urban Development.

This opinion is not to be used, circulated, quoted or otherwise referred to for any other purpose, nor is it to be relied upon by any other person or entity or by you in any other context without our express written consent.

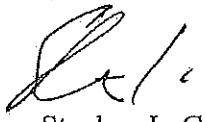
This opinion is not to be used, circulated, quoted or otherwise referred to for any other purpose, nor is it to be relied upon by any other person or entity or by you in any other context without our express written consent.

This opinion is based on and is limited to the laws of the State of Texas. Insofar as the foregoing opinion relates to matters of law other than the foregoing, no opinion is hereby given.

This opinion is as of the date hereof, and we undertake no obligation to supplement the opinions set forth herein as facts and circumstances come to our attention or changes in the law occur which could affect such opinions.

Very truly yours,

ATLAS, HALL & RODRIGUEZ, LLP

By: 

Stephen L. Crain

SLC/mt

Conflict of Interest Affidavit

Instructions: Please check below if you are related to any of the individuals listed.

County Officials:

- ☐ Ramon Garcia, Hidalgo County Judge
- ☐ A. C. Cuellar, Jr. - Pct. 1
- ☐ Hector "Tito" Palacios, Commissioner - Pct. 2
- ☐ Joe M. Flores, Commissioner - Pct. 3
- ☐ Joseph Palacios, Commissioner - Pct. 4

Urban County Program Staff:

- ☐ Diana R. Serna, Director
- ☐ Antonio Barco, Deputy Director
- ☐ Steve de la Garza, Compliance Division Manager
- ☐ Michelle Mendoza, Coordinator
- ☐ Other: _____

Affordable Homes of South Texas, Inc. Board Members:

- ☐ Elva Cerda
- ☐ Jason Leal
- ☐ Brian Disque
- ☐ Lorena Castillo
- ☐ Rolando Guerra
- ☐ Valerie Cardenas
- ☐ Humberto Rodriguez
- ☐ Minnie Lanham
- ☐ Randy McLelland
- ☐ Adan Magallan
- ☐ Julian Lopez, Jr.
- ☐ Miguel Castillo
- ☐ Mario De Leon

Ex Officio Members

- ☐ *Piedad Martinez, Community Dev. Dir.*

Affordable Homes of South Texas, Inc. Staff:

- ☐ Robert Calvillo, Executive Director
- ☒ Francisco M. Tafolla, Loan Officer
- ☐ Janie Garcia, Senior Loan Officer
- ☐ Juanita Cura, Director of Lending
- ☐ Cindy Guzman, Loan Officer

Please check the appropriate box below. If you are related to any of the listed above, please state how the individual is related to you, if he/she is providing you with any assistance, and if he/she has any interest on your property.

[ ] **I am not** related to any of the listed elected officials or staff members.

[✓] **I am** related to the elected official or staff member so designated.

I am related to Frank, but was not influenced by him.

Signature — 12-31-13 Date

Signature — 12/31/13 Date

STATE OF TEXAS
COUNTY OF HIDALGO

Genaro and Aide G. Tafolla, personally appeared before me and declared that he/she/they signed this affidavit and further states that he/she/they has/have read the above document and the statements therein contained are true.

Sworn and subscribed to before me this 20th 31st day of December, 2013.

Notary Public, State of Texas

SAN JUANITA GARCIA
Notary Public
STATE OF TEXAS
My Comm. Exp. May. 07, 2014

FORM-UCR 03-6B
REVISED: 11/01/2013

AFFIDAVIT

MAR 11 2014

STATE OF TEXAS §

COUNTY OF HIDALGO §

OL

I, Francisco M. Tafolla, hereby attest to the following:

My brother, Genaro Tafolla, has applied for housing assistance services with the Affordable Homes of South Texas, Inc. (AHSTI) where I am employed as a Loan Officer.

I have not taken any part in the processing and approval of the loan to purchase the single family home that will be constructed at Lot 46 Westgate Crossing Subdivision Phase I, Weslaco TX.

I understand that the Urban County Program (UCP) is federally funded by the US Department of Housing and Urban Development.

I understand that AHSTI is a recipient of these funds and therefore must adhere to all regulations with the HOME Final Rule, including but not limited to issues regarding conflict of interest as covered in section 92.356.

I understand that all information provided to UCP staff is true and correct and that any false information given may result in the termination of the Contract including re-payment in full of the funds granted for the housing assistance services.

WARNING: SECTION 1001 OF TITLE 18, UNITED STATES CODE PROVIDES: "WHOEVER, IN ANY MATTER WITHIN THE JURISDICTION OF ANY DEPARTMENT OR AGENCY OF THE UNITED STATES KNOWINGLY AND WILLFULLY FALSIFIES, CONCEALS OR COVERS UP, A MATERIAL FACE, OR MAKES ANY FALSE, FICTITIOUS OR FRAUDULENT STATEMENTS OR REPRESENTATIONS, OR MAKES OR USES ANY FALSE WRITING OR DOCUMENT KNOWING THE SAME TO CONTAIN ANY FALSE, FICTITIOUS OR FRAUDULENT STATEMENT OR ENTRY, SHALL BE FINED NOT MORE THAN $250,000 OR IMPRISONED NOT MORE THAN 5 YEARS, OR BOTH."

CERTIFICATION: I/We certify that the information provided to Urban County Program staff is true and correct and acknowledge my/our understanding that any intentional or negligent misrepresentation(s) of the information submitted to Urban County Program may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq. and liability for monetary damages to Urban County Program staff, its agents, successors and assigns, insurers and any other person who may suffer any loss due to reliance upon any misrepresentation which I/we have made on this agreement and Contract.

Frank M. Tafolla

3/4/2014
Date

This instrument was acknowledged before me on the 4th day of March, 2014 by Frank M. Tafolla.

AIDEE DELAFUENTE
MY COMMISSION EXPIRES
September 29, 2014

Aidee DelaFuente
Notary Public, State of Texas

AIDEE DELA FUENTE
Notary's Name (Printed)

Sept. 29, 2014
Notary's Commission Expires

AI-43557 **Urban County 14. C.**

CC REGULAR

Meeting Date: 03/25/2014

Submitted For: Irene Montoya **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program is requesting the award of bids and approval of contracts for the demolition and reconstruction of the following:

1. (1) Unit in the City of Edcouch and (1) unit in the City of Mercedes in the amount of $97,950.00 to A-One Insulation.

BACKGROUND

STAFF COMMENTS & RECOMMENDATION:
The applicant was approved to receive assistance under the Owner-Occupied Housing Rehabilitation Program by the County Commissioners' Court on December 3, 2013 & February 11, 2014. Bids were received and opened at the Hidalgo County Purchasing Department on Wednesday, March 5, 2014.

FY'11 Rehab Prog.
Funds Available: $110,641.52

APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By Steve Crain
Date: June 19, 2013

Attachments

Agenda backup
Agenda Backup
Agenda Backup
Agenda backup
Agenda Backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/12/2014 02:47 PM
Purchasing Department	Monica Badillo	03/21/2014 04:46 PM
Form Started By: Mary Flores		Started On: 03/12/2014 02:24 PM

Final Approval Date: 03/21/2014

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPT NAME: COUNTY OF HIDALGO URBAN COUNTY PROGRAM

Bid Opening Date: March 05, 2014 Bid Opening Time: 9:30 am

Description of Bid: The Demolition and Reconstruction of One (1) Unit in the City of Edcouch, and two (2) Units in the City of Mercedes

Grant #: M-12-UC-48-0501-MG

QUALITY INVESTMENTS			
	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	S. BARRON	$64,769.00	BB INCLUDED
2	M. LERMA	$51,369.00	BB INCLUDED
3	R. RANGEL	$65,369.00	BB INCLUDED

SUSTAYTA CONSTRCUTION			
	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	S. BARRON	NO BID	N/A
2	M. LERMA	NO BID	N/A
3	R. RANGEL	$49,336.96	NOT INCLUDED

A-ONE			
	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	S. BARRON	$53,500.00	BB INCLUDED
✓ 2	M. LERMA	$44,450.00	BB INCLUDED
3	R. RANGEL	$53,500.00	BB INCLUDED

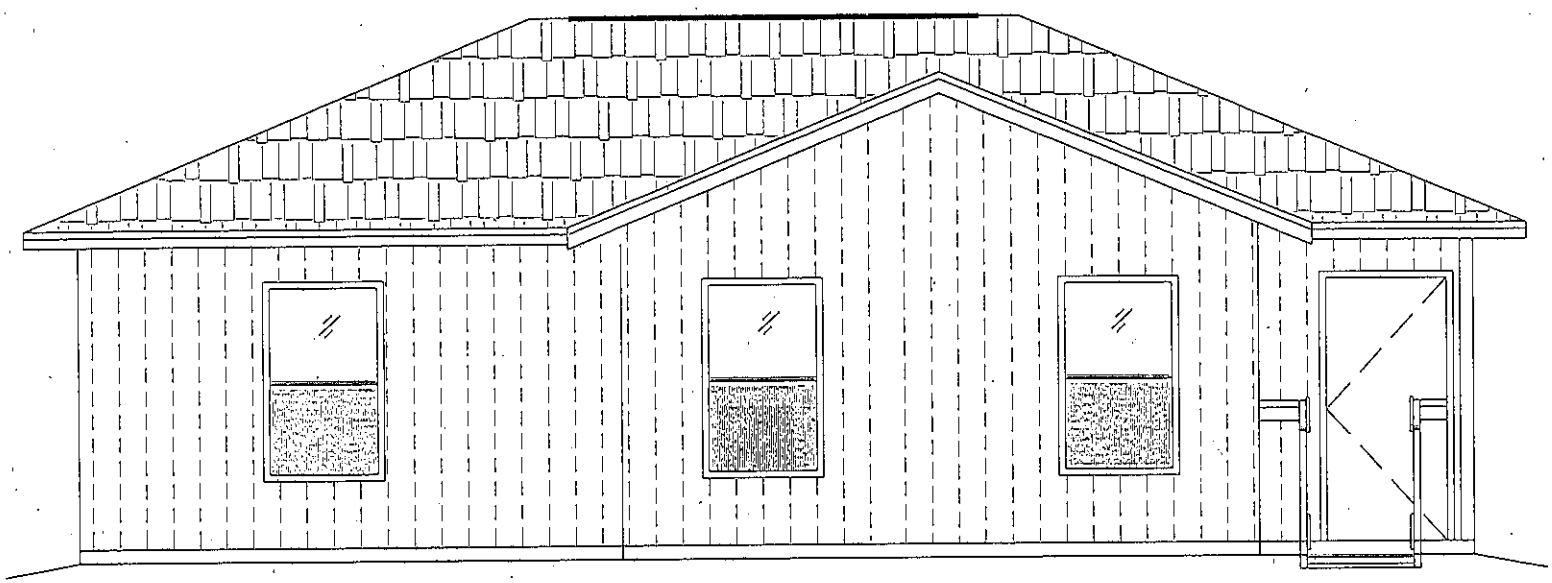
ARGO CONSTRCUTION LLC			
	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	S. BARRON	$64,890.00	CC INCLUDED
2	M. LERMA	$49,980.00	CC INCLUDED
3	R. RANGEL	$64,890.00	CC INCLUDED

C.C

53,500.00 +
44,450.00 +
97,950.00 +

*TYPED AS READ AT BID OPENING, AMOUNTS NOT VERIFIED/CALCU

LERMA RESIDENCE



MARIA G. LERMA
1023 N. INDIANA–MERCEDES
956–565–8548

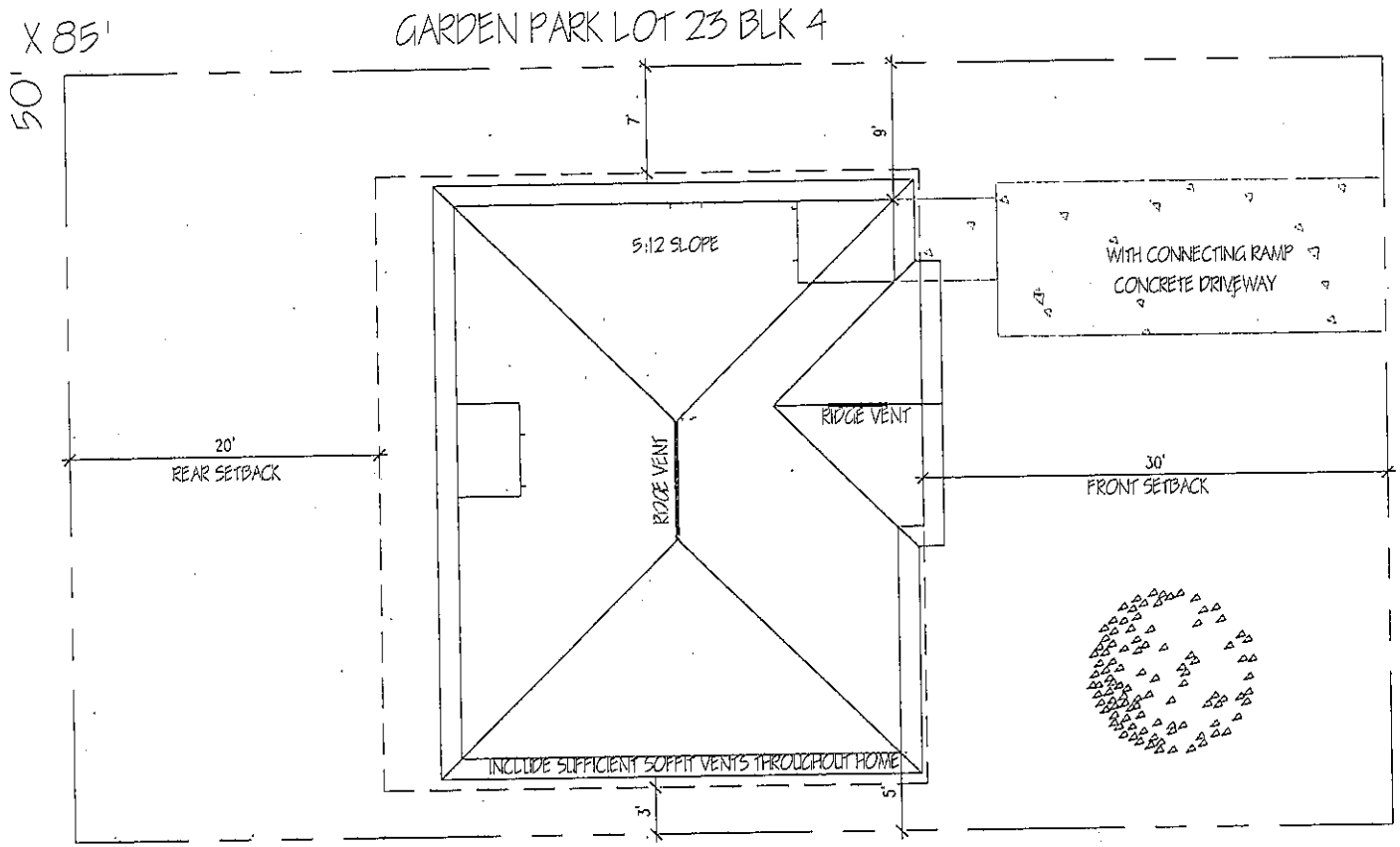
URBAN COUNTY PROGRAM
3304 W. ALBERTA–EDINBURG
(956) 787–8127

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

GUDALUPE LERMA
1023 N. INDIANA – MERCEDES, TX

TOTAL AREA
1046 SQ. FT.

PAGE 1



NOTE:

Please verify with city/ county on setbacks and for any requirements requarding sidewalk, driveway, landscaping, and any other obligations as per city regulations/ ordinances. It is the responsibility of the Contractor to locate the rods and string the property. To avoid any problems it is now requred and the responsibility of the Contractor to order a property survey by professional engineer..

Also, any house that is made for handicap accessibility WILL ALWAYS require driveway with connecting sidewalk to ramp.

Remember to provide 6" of landscape dirt around house with sufficient grass seed up to 10' of perimeter.

In addition, remember to replace septic tank if needed and is more than 10 yrs old.

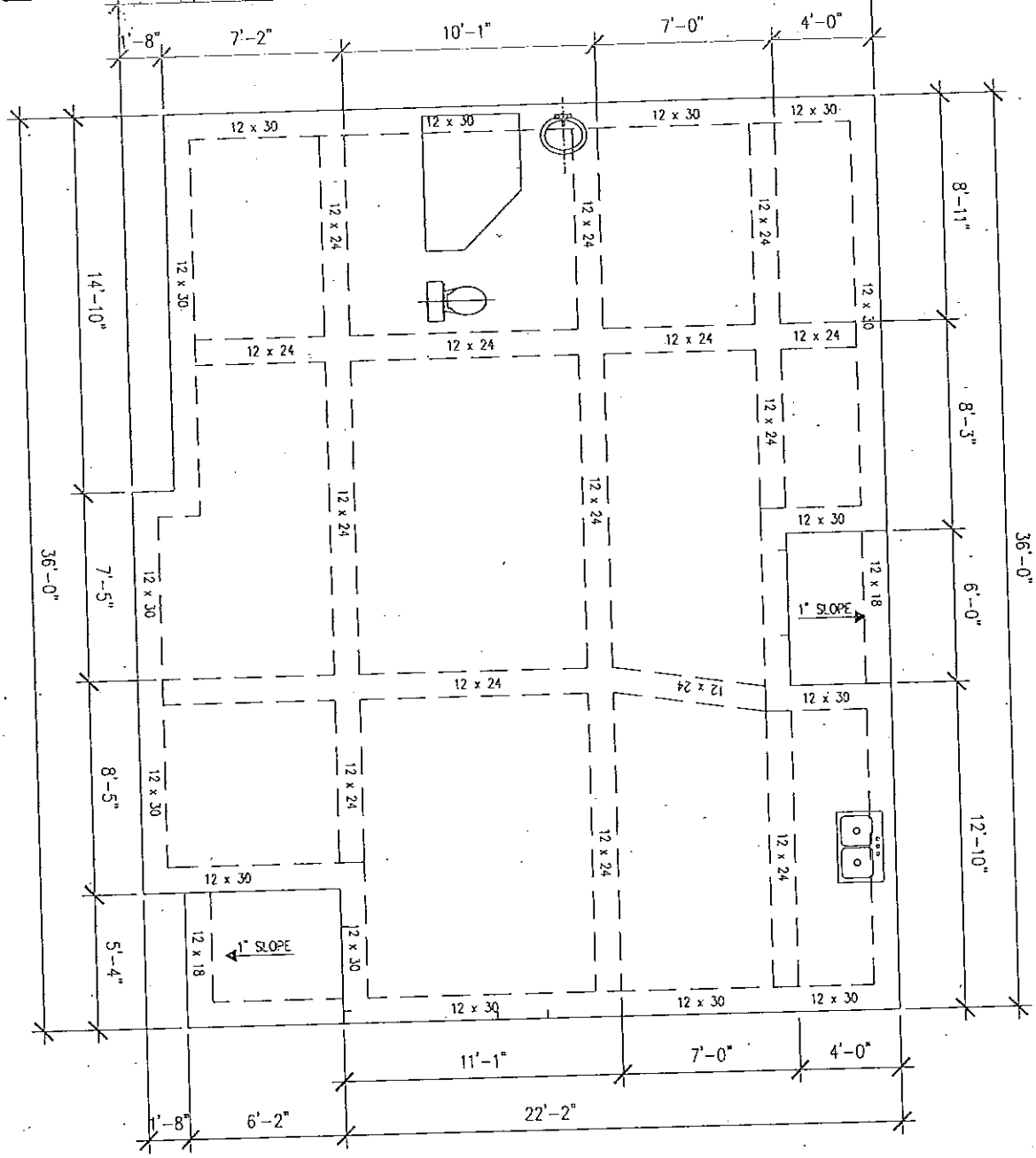
1 ROOF/ PLOT PLAN

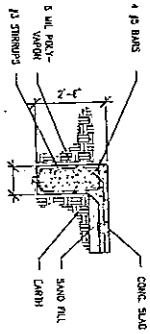
XREF SCALE: N.T.S.

LIVING AREA
1046 SQ. FT.

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

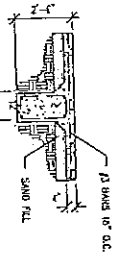
GUDALUPE LERMA
1023 N. INDIANA - MERCEDES, TX





A-EXTERIOR BEAM

-EXTERIOR BEAMS TO BE 12"X30" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.



B-INTERIOR BEAM

-INTERIOR BEAMS TO BE 12"X24" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

GENERAL NOTES

-4" THICK SLAB ON GRADE W/ #3 BARS @ 16" O.C. EACH WAY AT MID-DEPTH OF SLAB OVER 6 MIL VISQUEEN OVER APPROVED COMPACTED FILL

-EXTERIOR BEAMS TO BE 12"X30" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

-INTERIOR BEAMS TO BE 12"X24" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

-CORNER BARS: AT ALL CORNERS & INTERSECTIONS 2'X2' - #5 APPLY 6X6 #6 WIRE MESH AT SIDEWALKS AND DRIVEWAYS.

-INSTALL ACHOR BOLTS AT PERIMETER AT 4' O.C.

-USE ONLY COMPACTED SELECTED FILL DIRT. FINISH FLOOR TO BE 18" FROM TOP OF CURB. UNLESS OTHERWISE NOTED.

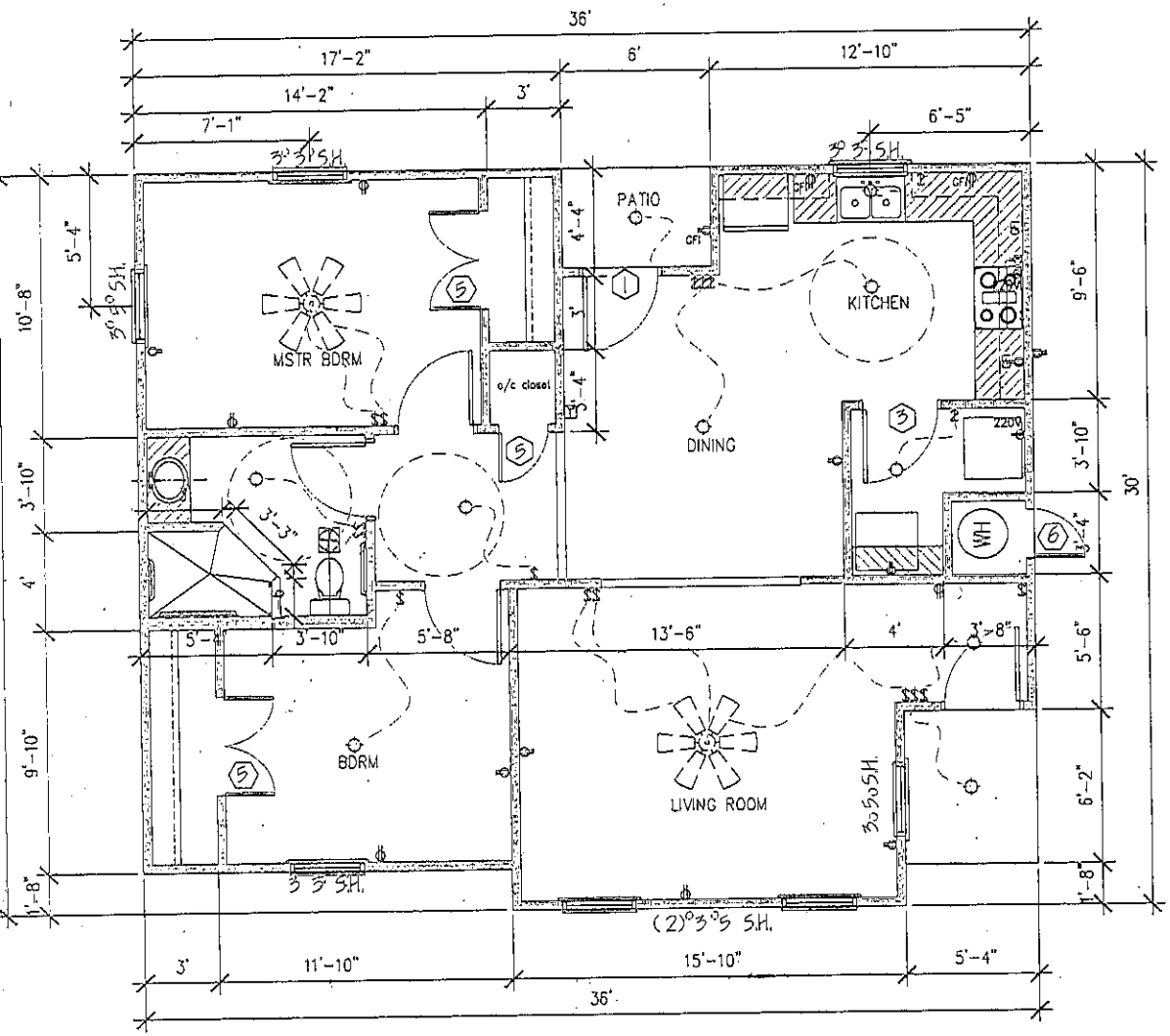
URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

GUDALUPE LERMA

1023 N. INDIANA - MERCEDES, TX

TOTAL AREA
1046 SQ. FT.



SQUARE FOOTAGE

LIVING AREA	989
PORCH/ PATIO	57
TOTAL SQ. FT.	1046

ELECTRICAL LEGEND

(WH) WATER HEATER	LIGHT FIXTURE
DUPLEX ELECTRICAL RECEPT.	$ LIGHT SWITCH
220V 220v DUPLEX ELECTRICAL RECEPTACLE	(T) THERMOSTAT
GFI GROUND FAULT CIRCUIT INTERRUPTER	SMOKE DETECTOR
BATHROOM EXHAUST FAN	

DOOR SCEDULE

DR#	TASK	SZ X 6⁸	TYPE	LOCKS
1	INSTALL NEW UNIT W/ DUAL PEEP HOLES	3⁰	METAL W/ LOW PROFILE THRSHLD.	LEVER TYPE ENTRY LOCK W/ DEADBOLT.
2	INSTALL NEW UNIT	3⁰	HOLLOW CORE	LEVER TYPE PRIVACY
3	INSTALL NEW UNIT	3⁰	HOLLOW CORE	PASSAGE
4	INSTALL NEW UNIT	2⁸	POCKET DOOR	PASSAGE
5	INSTALL NEW UNIT	(2) 2⁰	HOLLOW CORE	PASSAGE
6	INSTALL NEW UNIT	2⁰	HOLLOW METAL	LOCK W/ DEADBOLT

GENERAL NOTES

-5/12 SLOPE WITH 16" OVERHANG
-SUPPLY RIDGE/SOFFIT VENTS WHERE NEEDED
-INSTALL PORCH RAILING WHERE FINISH GRADE IS LOWER THAN 1" FROM PORCH FLOOR.
-INSTALL PORCH STEPS WHERE FINISH GRADE IS LOWER THAN 6" FROM PORCH FLOOR.
-CLIENT IS REQUESTING CONNECTIOS FOR A GAS / ELECTRIC STOVE.
-INSTALL A MIN. OF TWO PHONE JACKS & CABLE CONNECTIONS AS PER OWNERS REQUEST.

EXTERIOR COLOR CHOICES TO BE OR MATCH:
sw 12325 Accessible Beige (wall) white (trim)

INTERIOR COLOR CHOICES TO BE OR MATCH:
sw 6113 Ink Vanilla cream (wall) white (trim)

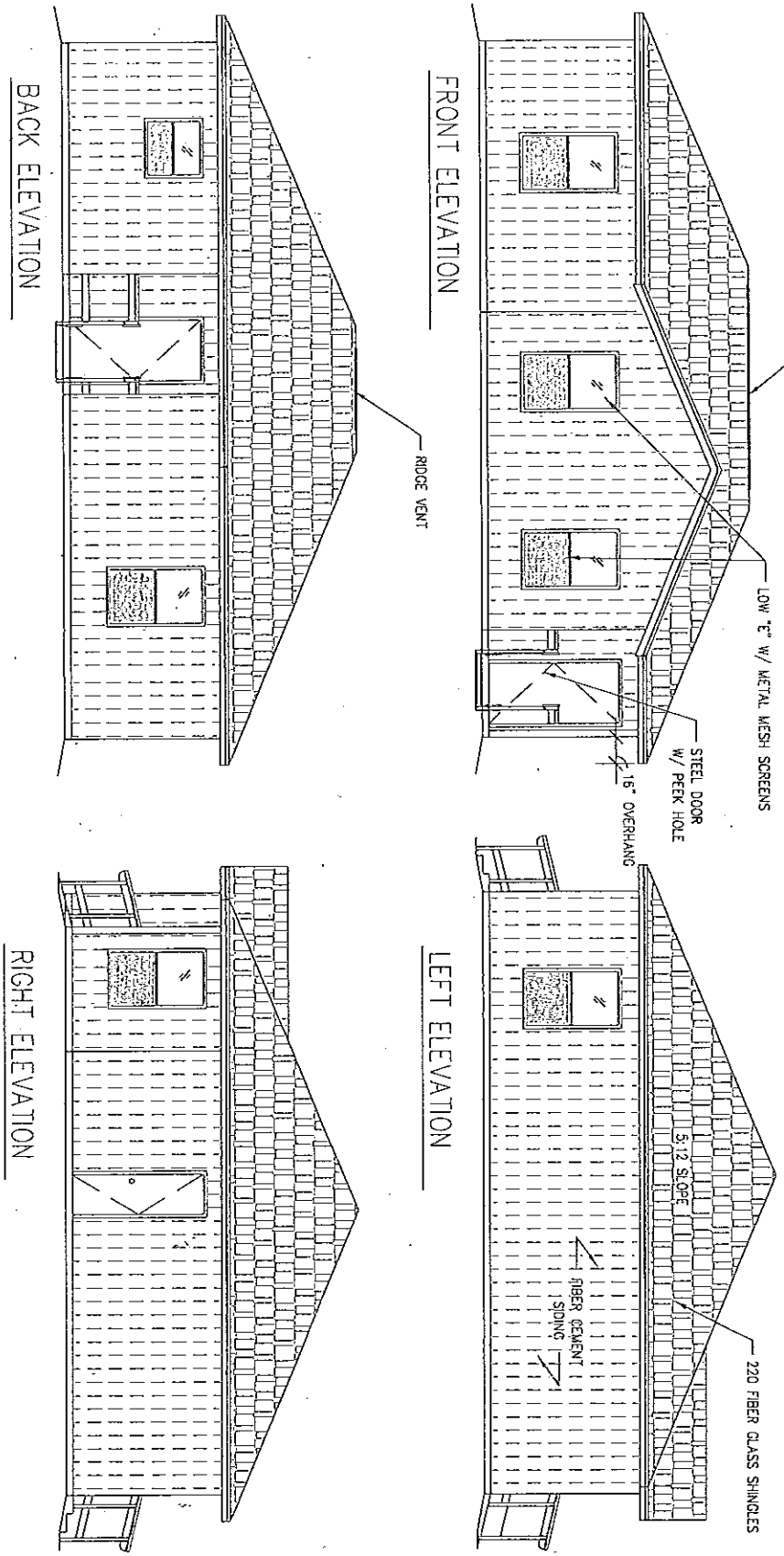
I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME THIS 5 DAY OF Feb. 2014

Xmaiana H. Lugo

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

GUDALUPE LERMA
1023 N. INDIANA - MERCEDES, TX

TOTAL AREA
1046 SQ. FT.



URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

PAGE 5

GUDALUPE LERMA

1023 N. INDIANA - MERCEDES, TX

TOTAL AREA
1046 SQ. FT.

SPECIFICATIONS

ALL *SPECIFICATIONS* SHALL ASSUME THE USE OF *CONTRACTOR'S MINIMUM GENERAL SPECIFICATIONS MANUAL*

OWNER (S) GUADALUPE LERMA CASE NO.: ME-50-12-03 DATE: 2-4-14 ADDRESS: 1023 N. INDIANA - MERCEDES PHONE: 956-565-8548 BY: Mo Guerra

1. FOUNDATION WORK:

BUILD A NEW CONCRETE FOUNDATION TO COMPLY WITH PLANS, SPECS, CITY AND / COUNTY REQUIREMENTS. CW PROJECTS TO BE 18" ABOVE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. PROVIDE CONCRETE SLAB FOR A/C UNIT & 12 X 25' CONC. DRIVEWAY THAT MUST HAVE ACCESS TO STREET.

2. PLUMBING GENERAL: (SEE SPECS)

ALL PLUMBING ROUGH SHALL BE AS FOLLOWS:

- WATER SUPPLY TO HOUSE SHALL HAVE A ¾" CUTOFF VALVE BEFORE ENTRY TO HOUSE.
- INTERIOR WATER SUPPLY LINES FOR HOUSE SHALL BE ALL NEW PEX OF APPROPRIATE DIAMETER
- NEW PEX PIPES AND FITTINGS:
  - OF 1" MINIMUM DIAMETER FOR ALL EXTERIOR WATER SUPPLY LINES BELOW GROUND.
  - OF APROPRIATE DIAMETER FOR DWV (DRAIN, WASTE, AND VENTS).
- SEWER CONNECTION SHALL HAVE (1) PLASTIC PVC SEWER CLEAN OUT.

ALL PLUMBING FINISH SHALL BE AS FOLLOWS:

- RELATED PLUMBING ITEMS:
  - (2) EXTERIOR HOSE BRASS BIB FAUCETS:
  - ½" CUTOFF VALVES WITH ESCUTCHEONS FOR ALL FIXTURES.

FIXTURES:

- PLUMBING SEALANT FOR ALL DRAINS, AND SINK PERIMETERS
- ALL OTHER RELATED PLUMBING (SEE SPECS)

FIXTURES: (SEE SPECS)

- KITCHEN SINK W/ RELATED PLUMBING & FAUCETS
- VANITY SINK WITH RELATED PLUMBING & FAUCETS
- TOILET OF MATCHING COLOR
- ONE PIECE FIBER GLASS HANDICAP ACCESSIBLE SHOWER WITH FAUCETS, GRAB BARS & REMOVABLE SHOWER HEAD
- FIBER GLASS TUB/SHOWER FOR 2ND BATHROOMS UNLESS OTHERWISE NOTED.
- MEDICINE CABINETS/TOWEL RACKS/ T.P. DISPENCER/ TOOTHBRUSH & SOAP HOLDER, & SHOWER ROD (SEE SPECS)
- WATER HEATER INSTALLED AS-PER SPECS. (GAS OR ELECTRIC AS PER OWNER REQUEST)

OTHER RELATED ITEMS

- RANGE CONNECTIONS AS PER OWNERS REQUST.(SEE SECTION 23.)
- 4" DRYER EXAUST VENT.
- IN WALL WASHING MACHINE BOX, WITH BRASS FAUCETS & RELATED PLUMBING.

HOOK UP ALL DRAINAGE LINES TO CITY SEWER SYSTEM IF AVAILABLE. SEE CITY FOR INFORMATION.TEST SEPTIC SYSTEM IF EXISTING FOR INTEGRITY AND REPLACE IF NECESSARY AND MORE THAN 10 YEARS OF AGE

3. INTERIOR/EXTERIOR WALLS & CEILINGS:

ALL INTERIOR AND EXTERIOR WALL FRAMING:

- 2"x4" (#2 OR BETTER) FOR USE IN: SOLE PLATES (TREATED LUMBER)
  - DOUBLE TOP PLATES
  - 92 5/8" PRE-CUT STUDS @ 16" O.C.
  - WINDOW SILLS
  - CEILING JOIST CHAIN BLOCKING @ 48" O.C.
- 2"x6" (#2 OR BETTER) FOR USE IN:
  - WINDOW & DOOR HEADERS WITH 1"/2" SPACER.
  - CEILING JOIST @ 24" O.C., FOR CLEARANCES LARGER THAN 12' CEILING JOIST SHALL BE @ 16" O.C.
  - INSTALL BOOT TIES IN EVERY CORNER OF THE HOUSE ALONG WITH METAL ANCHORS ON BOTH BOTTOM AND TOP PLATES OF HOME

ALL EXTERIOR CEILING COVERINGS:

- 3/8" CD EXTERIOR PLYWOOD FOR PORCH CEILINGS.

ALL INTERIOR WALL & CEILING COVERINGS.

- ½" SHEETROCK FINISHED AS PER SPECS.
- ½ "DAMP RESISTANT SHEETROCK FOR BATH AREAS.

ALL INTERIOR CEILINGS SHALL HAVE ORANGE PEEL TEXTURE. ALL INTERIOR WALL SURFACESS SHALL HAVE ORANGE PEEL TEXTURE.

ALL EXTERTIOR TRIMMINGS SHOULD CONSIST OF CEDAR WOOD.

4. ROOF:(SLOPE=5/12)

ROOF SHALL HAVE:

- A HIP/GABLE STYLE ROOF WITH 16" OVERHANGS.
- A HIP/GABLE STYLE FRONT PORCH AS PER PLANS.
- PORCH COLUMNS MUST BE FASTENED TO CONCRETE.
- AN ADEQUATE COMBINATION OF RIDGE & SOFFIT VENTS WITH AIR CHUTES.
- ADEQUATE RAIN GUTTERS WITH DOWN SPOUTS FOR THE ROOF AREA THAT MAY AFFECT OWNERS.
- SHINGLES TO BE OF LIGHT COLOR (no black shingles)

5. PORCH & CANOPY FLOORS:

THE HOUSE SHALL HAVE PORCH FLOORS AS FOLLOWS:

- A FRONT PORCH FLOOR.
- A SIDE/BACK PORCH FLOOR.

PROVIDE RAMP & (2)-HANDRAILS TO EACH FRONT AND/OR SIDE PORCH STEPS

6. INSULATION:

INSULATE:

- ALL LIVING AREA CEILINGS WITH BLOWN IN INSULATION TO AN R-49 FACTOR. (need a combined R-30 & R-19 to meet requirement)
- INFILTRATION FOAM SHALL BE USED AROUND ALL WINDOWS, WIRES, PLUMBING, ELECTRICAL, 2X4 BOTTOM PLATES, AND ALL PENETRATED AREAS.
- ALL PERIMETER WALLS WITH R-15 F.G. BATT.
- ALL EXTERIOR PIPES EXPOSED TO WEATHER.

7. INTERIOR FINISH:

ALL TRIM SHALL BE INSTALLED AS PER SPECS.

ALL PAINT SHALL BE APPLIED AS PER SPECS (2-COATS) WITH PAINT COMPARABLE IN QUALITY TO SHERWIN WILLIAMS. ALLOW A VARIETY OF DIFFERENT COLORS FOR CLIENT TO CHOOSE FROM. (2 COLOR CHOICE MAX).

8. EXTERIOR FINISH:

PAINT ENTIRE HOUSE AS PER SPECS WITH PAINT COMPARABLE IN QUALITY TO SHERWIN WILLIAMS. PRIMER TO BE OIL BASED & PAINT MUST BE EQUIVALENT TO A-100. (2 COLOR CHOICE MAX).

9. SIDING:

THE SIDING SHALL BE 5/16" FIBER CEMENT WITH ALL CEDAR TRIM TO ENTIRE HOUSE.

10. WINDOWS:

SHALL BE NEW LOW "E" DOUBLE PANE INSULATED ALUMINUM WINDOWS, SIZE AS PER PLAN.

11. CABINETS GENERAL:

BUILD AND/OR INSTALL NEW KITCHEN CABINETS TO INCLUDE:

- A RANGE CABINET.
- A KITCHEN/ BATHROOM FORMICA COUNTER TOP OF MATCHING COLOR.

BUILD AND / OR INSTALL A NEW VANITY CABINET FOR BATHROOM WITH FORMICA TO MATCH LAVATORY, SINK, AND WALLS. ALL CABINETRY PIECES SHOULD BE NEW AND COMPLETE AND BUILT TO PROFESSIONAL STANDARDS.

12. FLOOR, SUBFLOOR, & FINISH FLOORING:

APPLY VCT FLOOR TILE TO ALL LIVING AREA HOUSE FLOORS.

13. ELECTRICAL GENERAL

ALL ELECTRICAL INSTALLATIONS & WORK AS PER ELECTRICAL CODE WITH THE FOLLOWING CONDITIONS:

- PROVIDE RANGE OUTLET AS PER OWNER'S REQUEST.
- PROVIDE APPROPRIATE WASHER & DRYER CONNECTION.
- (2) 52" CEILING FANS (CEILING HUGGER STYLE) COMPARABLE IN QUALITY TO THE "HUNTER" BRAND, THE CONTACTOR SHALL ALLOW $120.00 FOR MATERIAL & LABOR, LOCATON AS PER OWNER REQUEST.
- INSTALL GFCI OUTLETS IN BATHROOMS, KITCHEN, AND EXTERIOR WALLS.
- EACH ELECTRICAL PANEL OR BREAKERBOX, LIGHT SWITCH, & THERMOSTAT NO HIGHER THAN 48" ABOVE FLOOR
- EACH ELECTRICAL PLUG TO BE 15" ABOVE THE FLOOR
- ANY OUTLETS WITHIN 6' FROM KITCHEN OR BATHROOM SINKS MUST BE GFCI

14. RANGE HOOD:

INSTALL A RANGE TO FIT OWNER'S RANGE SIZE (30" OR 36").

15. BATHROOM ACCESSORIES:

ALL ACCESSORIES & BUILT IN MEDICINE CABINETS AS PER SPECS.INCLUDE CURTAIN ROD & PLASTIC THRESHOLD TO HELP PREVENT ESCAPING WATER FROM SHOWER. INSTALL SINK AND CABINET ABOVE TOILET WHEN INDICATED. (ALSO INCLUDE TOILET PAPER, TOOTHBRUSH, AND SOAP HOLDER.)

16. ACCESS FOR PHYSICAL DISABILITIES:

INSTALL ONE CONC. RAMP AS PER OWNERS REQUEST THAT CONNECTS WITH 12 X 20-25 DRIVEWAY AND STEPS WITH HANDRAILS

BATHROOM SHOULD ACCOMMODATE GRAB BARS WHERE INDICATED IN PLANS

17. HEATING & A/C:

PROVIDE & INSTALL A 16 SEER CENTRAL AIR CONDITIONING COMPARABLE IN QUALITY TO A CARRIER BRAND UNIT FOR THE ENTIRE HOUSE. INCLUDE DIGITAL THERMOSTAT.

18. SMOKE DETECTORS:

INSTALL A SMOKE DETECTOR INSIDE EACH SLEEPING ROOM, OUTSIDE SLEEPING ROOMS, ALL WIRED IN SERIES.

19. GENERAL NOTES.

CONTRACTOR IS RESPONSIBLE FOR:

- YOUR BID TO INCLUDE ANY COST RELATED TO REQUIREMENTS FROM CITY. CHANGE ORDERS FOR THIS PARTICULAR PURPOSE WILL NOT BE ACCEPTED OR PROCESSED TO CORRECT THE ABOVE MENTIONED.
- YOUR BID TO INCLUDE ANY COST RELATED TO RES-CHECK & ENERGY COMPLIANCE REQUIREMENTS & SURVEYS.
- THE DEMOLISH AND DISPOSAL EXISTING STRUCTURE.
- THE COMPLIANCE OF ALL THE REQUIRED BUILDING ELEVATIONS.
- PROVIDE 6" OF LANDSCAPE DIRT AROUND THE HOUSE ALONG WITH SUFFICIENT GRASS SEEDS UP TO 10' OF PERIMETER.
- PROVIDING THE APPROPRIATE ELECTRICAL AND /OR GAS CONNECTIONS FOR RANGE AS PER APPICANT'S REQUEST AND ACCORDING TO APPLICABLE PLUMBING/ELECTRICAL CODE.
- PROVIDE PHONE JACKS & CABLE CONNECTIONS IN EVERY BDRM & LIVING SPACE. KITCHEN PHONE IF REQUESTED.
- PROVIDE TERMITE PRE-TREATMENT TO ENTIRE HOUSE.
- OBTAINING, DISPLAYING, AND SUBMITTING ALL PROPER PERMITS & INSPECTIONS.
- ALL CONTRACTORS WILL BE RESPONSIBLE FOR ANY ADDITIONAL PLANS, SPECIFICATIONS AND/OR DETAILS THAT ARE REQUIRED BY CITIES OR COUNTY AT THE TIME OF ATTAINING PERMITS. (WINDSTORM, SURVEYS)
- MINIMUM 12x20-25 CONC. DRIVEWAY WITH CONNECTING SIDEWALK TO RAMP FOR HANDICAP APPLICANTS.
- ALL THE GENERAL INFORMATION CONTAINED WITHIN SECTION 23. GENERAL NOTES OF THE CONTRACTOR'S GENERAL SPECIFICATIONS MANUAL.
- PROVIDE AND INSTALL PROJECTS SIGNS AT EACH CONSTRUCTION SITE
- CONTRACTOR IS RESPONSIBLE FOR SUPPLYING PORT A POTTY TRHOUGHOUT CONSTRUCTION PROCESS (
- SHOWER ENTRANCES TO BE 36" WIDE
- ALL UCP HOMES MUST COMPLY WITH TEXAS GOVERNMENT CODE §2306.514, TEXAS & INTERNATIONAL BUILDING CODES 2012

THE HOMEOWNER SHALL BE RESPONSIBLE FOR

- REMOVE AND DISPOSE OF ALL DEBRIS ON SITE BEFORE THE BEGINNING OFCONSTRUCTION, INCLUDING BUT NOT LIMITED TO TIRES, ABANDONEDVEHICLES, OLD LUMBER, ETC.
- MAKING NECESSARY DEPOSITS FOR ANY UTILITIES TO BE CONNECTED TO THE NEW DWELLING.

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME.

Maria G Lerma

NAME OF APPLICANT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/7/2014

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: Sylvia Briones, CISR
Bert Whisenant Insurance 816 East Hackberry Avenue McAllen TX 78501	PHONE (A/C, No, Ext): (956) 686-8323 FAX (A/C, No): (888) 512-2080 E-MAIL ADDRESS: SBriones@bwi-ins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Atlantic Casualty Ins Co.	
INSURER B: Commerce & Industry	
INSURER C: Texas Mutual Insurance Co.	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
A One Insulation, DBA: Raymundo Carrisales
1006 E Ferguson

Pharr TX 78577

COVERAGES **CERTIFICATE NUMBER:** CL1412400165 **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	X		L086804784	6/18/2013	6/18/2014	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 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
B	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			EBU066329856	11/22/2013	6/16/2014	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $
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	Y	SBP0001231365	12/2/2013	12/2/2014	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)

2014

CERTIFICATE HOLDER

Urban County Program
427 E. Duranta Ave. Ste 107
Alamo, TX 78516

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

B R. Whisenant, Jr/SL B.R. Whisenant, Jr.

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TIME TABLE

ACTIVITY	DATE(S)
Contract Signing	March 25, 2014
Demolition	April 4, 2014
Construction Start	April 8, 2013
Anticipated Draws	After 50% construction completion After 100% construction completion 30 days after construction completion
End Construction	July 7, 2014

BUDGET

	Total Cost
Pre-Development	$ 0.00
Acquisition	$ 0.00
Demolition	$ 3,000.00
Construction	$44,450.00
Other Costs:	$ 0.00
TOTAL PROJECT COSTS	$ 44,450.00

CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement (this "Agreement"), is entered into effective as **March 25, 2014**, among Borrower, Lender and Contractor who are identified and whose addresses are stated below. This Agreement relates to the manner of disbursement of the loan proceeds on the Note for the benefit of Borrower for the rehabilitation and/or renovation of the Improvements on the Property under the Lender's Owner-Occupied Housing Rehabilitation Program. The Note is secured by liens on the Property and Improvements granted the Mechanic's Lien Contract and the Deed of Trust.

BORROWER: **Maria G. Lerma**

BORROWER'S ADDRESS:

1023 N. Indiana St.
Mercedes, TX 78570

LENDER: County of Hidalgo, a political subdivision of the State of Texas

LENDER'S ADDRESS:

County of Hidalgo, Urban County Program
Owner-Occupied Rehabilitation Loan Program
3304 W. Alberta Rd.,
Edinburg, TX 78539

CONTRACTOR: **Raymundo Carrisales, A-One Insulation**

CONTRACTOR'S ADDRESS:

1006 E. Ferguson Ave.
Pharr, Texas 78577

NOTE:

Mechanic's Lien Note ("Mechanic's Lien Note") of even date herewith, in the original principal amount of **$44,450.00**, executed by Borrower, and payable to the order of Contractor, which note has been renewed and extended into a Promissory Note of even date herewith, in the original principal amount of **$44,450.00**, executed by Borrower, and payable to Lender.

CONTRACT:

Mechanic's Lien Contract and Transfer of Lien of even date herewith, executed by Borrower and Contractor providing for the rehabilitation and/or renovation to the Improvements and (i) granting Contractor liens against the Property to secure payment of the Mechanic's Lien Note; and (ii) transferring such liens to Lender.

SECURITY FOR PAYMENT:

Mechanic's and materialman's lien on the Property granted by Borrower to Contractor in the Mechanic's Lien Contract and Transfer of Lien (the "Mechanic's Lien Contract"), which liens were transferred thereunder to Lender, which Mechanic's Lien Contract and Transfer of Lien is recorded in the Real Property Records of Hidalgo County, Texas, and a deed of trust lien on the Property granted by Borrower for the benefit of Lender in a Deed of Trust ("Deed of Trust") of even date herewith, which Deed of Trust is recorded in the Real Property Records of Hidalgo County, Texas

PROPERTY: See Exhibit "A" attached hereto and made a part hereof for all purposes

IMPROVEMENTS:

Renovation and/or rehabilitation to Borrower's residence located on the Property according to: (i) Plans and Specifications, Timetable and Budget attached hereto as Exhibit "B"; (ii) an Owner-Occupied Rehabilitation Loan Program Contract (the "Rehabilitation Contract") of even date herewith entered into by and between Borrower and Lender; and (iii) the accepted bid submitted to Lender by Contractor.

AMOUNT AVAILABLE FOR CONSTRUCTION: **$44,450.00**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Lender and Contractor agree as follows:

1. Purpose and Limitation of Advances.

(a) Subject to the provisions of this Agreement, and in compliance with Subchapter K, Chapter 53, Texas Property Code, Lender will advance funds to Contractor for the benefit of Borrower in the aggregate amount of the Note. Provided Contractor has obtained the performance bond required in Paragraph 1 (b) of this Agreement, Lender will advance the Amount Available for Construction during the course of the construction of the Improvements, in accordance with this Agreement. The Amount Available for Construction will be advanced solely to pay Contractor for costs of labor performed and materials furnished by Contractor pursuant to the Contract.

(b) Contractor may furnish a performance bond ("Bond"), at Contractor's sole cost and expense, to be kept in force throughout the period of this Agreement, in an amount equal to the Amount Available for Construction. The Bond shall: (i) cover Contractor's faithful performance of the Contract, free of liens upon the Property; (ii) name as obligees both Borrower and Lender, jointly and severally; (iii) be written by surety companies qualified to do business in the State of Texas; and (iv) be in such form and with such sureties as the Lender may approve.

(c) Construction advances are to be made by Lender to Borrower for work done.

(d) If Contractor has provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 40% of the Amount Available for Construction ("Initial Advance") when 50% of the work related to the Improvements have been completed and Contractor and Borrower have complied with the provisions of Paragraph 3 of this Agreement. A second request for construction advance for 50% of the Amount Available for Construction ("Final Advance") may be submitted when the Improvements have been completed and accepted by Borrower and Lender and Contractor and Borrower have complied with the provisions of Paragraph 4 of this Agreement.

(e) If Contractor has not provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 90% of the Amount Available for Construction when the Improvements have been completed and accepted by Borrower and Lender, and Contractor and Borrower have complied with the provisions of Paragraph 4 (except as to the Bond) of this Agreement.

(f) All requests for construction advances shall comply with Subchapter K, Chapter 53, Texas Property Code, and be made on forms approved by Lender. Each construction advance shall be in an amount equal to the Amount Available for Construction times the applicable percentage as determined by Lender and/or its inspectors. Lender may prepare a chart for determining the percentage of completion and the schedule of advances to be made by Lender, and Lender may limit advances according to the schedule based on the percentage of the Improvements that are complete at the time of any request for construction advance.

(g) Whenever in the sole opinion of Lender the cost of completing the Improvements pursuant to the plans and specifications approved by Lender exceeds the total amount of unadvanced loan proceeds, Borrower, at Lender's request, shall pay such excess to the satisfaction of Lender prior to any further advances under the Note.

2. Lender's Payments on Behalf of Borrower. Lender shall make payments for the cost of construction of the Improvements by check payable to the Owner and Contractor, or to Contractor, and in Lender's discretion, following Contractor's default under this Agreement or the Contract, jointly to Contractor and Contractor's subcontractors or suppliers.

3. Conditions to Initial Advance. Lender shall have no obligation to make the Initial Advance of funds to Borrower unless and until Contractor has furnished Borrower and Lender the Bond permitted by this Contract, and the following conditions have been satisfied:

(a) Borrower has executed and delivered to Lender this Agreement, the Contract, the Note, the Deed of Trust, the Owner-Occupied Rehabilitation Loan Program Contract of even date herewith by and between Borrower and Lender, and Affidavit of Commencement and other documents securing the loan evidenced by the Note; and Contractor has executed and delivered to Lender this Agreement, the Contract, an Affidavit of Commencement and other documents securing the loan evidenced by the Note;

(b) Borrower and Contractor have furnished Lender all documents required by Lender to evidence compliance with Subchapter K, Chapter 53, Texas Property Code;

(c) To the extent applicable, Contractor has furnished Lender evidence that Contractor has established a construction account in compliance with Chapter 162, Texas Property Code;

(d) Contractor has provided Lender a copy of the final plans and specifications for the construction of the Improvements acceptable to Lender, along with a timetable and budget for completion of the Improvements as required by this Agreement and the Contractor's accepted bid;

(e) Contractor has provided Lender a copy of the building permit for the Improvements;

(f) Contractor has provided Borrower and Lender a list of all subcontractors used or to be used for completion of the Improvements, and executed partial releases and lien waivers from Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection with the Improvements, in a form acceptable to Lender, for all amounts to be disbursed to Contractor against the Amount Available for Construction;

(g) Contractor has provided Lender a copy of all insurance policies, which Contractor is required to maintain under the Contract, or in lieu thereof, a certificate of insurance which confirms Contractor has obtained all insurance required under the Contract;

(h) Contractor has provided Lender evidence that Contractor is in compliance with Chapter 416, Texas Property Code; and

(i) Borrower and Contractor have provided Lender such other items as Lender shall reasonably require.

4. Final Advance. The Final Advance (except for retainage, which will be disbursed in accordance with paragraph 5) shall be disbursed at the completion of the Improvements when Contractor has delivered to Lender all documents required under Paragraph 3 and the following:

(a) an affidavit of completion executed by Borrower and Contractor (the "Affidavit of Completion"), a final bills- paid affidavit executed by Contractor (the "Final Bills-Paid Affidavit"), and final waivers of lien and releases executed by Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection with the Improvements (collectively, the "Releases"), which documents comply with Subchapter K, Chapter 53, Texas Property Code and are acceptable to Lender, together with supporting evidence that: (i) the construction work for the Improvements has been fully completed; and (ii) all bills for labor and material have been paid in full;

(b) Evidence that Borrower and Contractor have complied with all applicable laws pertaining to the location, development, and construction of the Improvements and that all governmental authorities having jurisdiction have approved: (i) the location, development, and construction of the Improvements to the Property; and (ii) all other matters requiring approval by governmental authorities; and

(c) Borrower and Contractor have provided such other items as Lender shall reasonably require.

5. Disbursement of Retainage. The retainage will not be disbursed until: (i) (a) the Releases have been filed in the Real Property Records of Hidalgo County, Texas, (b) the deadline to file an affidavit claiming a lien against the Property in connection with the Improvements (that is, the fifteenth (15^{th}) day of the third calendar month after the day the indebtedness accrues) has expired and no such affidavits have been filed, or (c) if any affidavits claiming a lien against the Property in connection with the Improvements have been filed, the claims set forth in such affidavits have been resolved and the affidavits have been released of record; (iii) the Affidavit of Completion and the Final Bills-Paid Affidavit have been filed in the Real Property Records of Hidalgo County, Texas; and (iv) Borrower and Contractor have complied with Paragraph 4 of this Agreement.

6. Inspections. Lender shall be entitled to: (i) use its own personnel; or (ii) to designate an architect, engineer or other third party; to make any inspections or certifications required by Lender, and Lender shall not be required to make any loan advance until Lender has received inspections and certifications satisfactory to it. Prior to each loan advance, and at such other times as Lender may require, either Borrower or Contractor will be required to call for a physical inspection by Lender or other party designated by Lender.

7. Borrower's and Contractor's Additional Obligations. Borrower and Contractor further agree that:

(a) The Improvements will be constructed and fully equipped in a good and workmanlike manner with materials of high quality, using all new materials, strictly in accordance with the plans and specifications approved by Lender, and that the Improvements will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located within the jurisdiction of a municipality, unless the municipality has no local building codes and ordinances, in

which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended;

(b) No changes will be made in the plans and specifications submitted to Lender except on the written approval of the same by Lender;

(c) No extras shall be allowed to any contractor or subcontractor or any change made in any contract or subcontract without the Lender's prior written approval and consent;

(d) Contractor will promptly furnish Lender, at Lender's request, after execution thereof, executed copies of all contracts between Contractor and subcontractors, and of all contracts between Contractor and its suppliers, as well as contracts between subcontractors and their suppliers;

(e) Borrower and Contractor will cooperate with Lender in arranging for inspections by representatives of Lender of the progress of construction from time to time and will promptly comply with Lender's requirements or satisfy any objections regarding construction of the Improvements or the progress thereof;

(f) Borrower and Contractor will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Borrower shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to Lender such security or indemnity as it may require;

(g) Borrower will pay all real estate taxes and assessments of every kind on the Property before the same become delinquent, and Lender may at any time require Borrower to provide evidence that taxes have been paid current;

(h) In the event that Lender shall expend any amount in performance of any of Borrower's covenants or agreements under the Note or any document securing the Note, such amounts shall constitute additional indebtedness secured under the Contract;

(i) All of the personal property, fixtures, attachments, and equipment delivered on, attached to, or used in connection with the construction of the Improvements or the operation thereof will be kept free and clear of all liens, encumbrances, and security interests whatsoever, and Borrower will be the absolute owner of such personal property, fixtures, attachments, and equipment and Contractor and Borrower will, from time to time, furnish Lender with satisfactory evidence of such ownership, including searches of applicable public records;

(j) Borrower and Contractor will comply with their respective obligations under this Agreement and the Contract and with all applicable laws, rules, ordinances and regulations;

(k) Borrower and Contractor will comply with the Special Conditions, if any, set forth in Exhibit "C" attached hereto;

(l) Contractor will pay all premiums on all insurance policies required from time to time during the progress of construction, and furnish to Lender additional and renewal insurance policies with companies, coverage, and amounts satisfactory to Lender; and

(m) Contractor will keep accurate and proper books and records of the construction of the Improvements, and will at all reasonable hours allow Lender or its representative to examine such books and records and all contracts and bills relating to the construction of the Improvements.

(l) Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin or handicap and shall take affirmative action to ensure that during the application process and during employment applicants and employees are treated without regard to their race, creed, color, national origin or handicap. Such action shall include, but not be limited to hiring and employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall continuously post in conspicuous places, readily available to employees and applicants for employment, notices to be provided or approved by the County of Hidalgo, setting forth the provisions of this non-discrimination provision and such other notices as may be required by law.

8. Actions For Lender's Benefit Only. **THE AUTHORITY HEREIN CONFERRED ON LENDER AND ANY ACTION TAKEN BY LENDER IN MAKING INSPECTIONS OF THE PROPERTY, PROCURING SWORN STATEMENTS AND WAIVERS OF LIENS, APPROVING CONTRACTS AND SUBCONTRACTS AND APPROVING PLANS AND SPECIFICATIONS WILL BE TAKEN BY LENDER FOR ITS OWN PROTECTION ONLY, AND LENDER SHALL NOT BE DEEMED TO HAVE ASSUMED ANY RESPONSIBILITY TO BORROWER OR ANY OTHER PERSON WITH RESPECT TO ANY SUCH ACTION HEREIN AUTHORIZED OR TAKEN BY LENDER OR WITH RESPECT TO THE PROPER CONSTRUCTION OF THE IMPROVEMENTS, PERFORMANCE OF CONTRACTS OR SUBCONTRACTS BY ANY CONTRACTORS OR SUBCONTRACTORS, OR PREVENTION OF CLAIMS FOR MECHANIC'S LIEN.**

9. Non-Waiver By Lender. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision. No waiver of any term or provision of this Agreement shall be binding unless executed in writing by the party entitled to the benefit thereof. Pursuit by Lender of any remedies set forth in this Agreement does not preclude pursuit by Lender of other remedies in this Agreement or provided by law.

10. Conflict of Interest. **BORROWER AND CONTRACTOR REPRESENT AND WARRANT TO LENDER THAT, TO THE BEST OF THEIR KNOWLEDGE, NO EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR ELECTED OR APPOINTED OFFICIAL OF LENDER WHO EXERCISES OR HAS EXERCISED ANY FUNCTIONS OR RESPONSIBILITIES WITH RESPECT TO THE ACTIVITIES ASSISTED WITH THE LENDER'S OWNER-OCCUPIED REHABILITATION LOAN PROGRAM OR WHO ARE IN A POSITION TO PARTICIPATE IN A DECISION MAKING PROCESS OR GAIN INSIDE INFORMATION WITH REGARD TO THESE ACTIVITIES, DURING THEIR TENURE OR WITHIN ONE YEAR THEREAFTER, HAS A FINANCIAL INTEREST OR BENEFIT IN THE LOAN RELATED TO THIS AGREEMENT, OR THE PROCEEDS THEREUNDER, EITHER FOR THEMSELVES OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.**

11. Dispute Resolution. All disputes between Contractor and Borrower regarding the construction project which is the subject of this Agreement, including, but not limited to, all disputes with regard to the Contract and this Agreement, shall, in the first instance, be submitted, in writing, with supporting documentation, within ten (10) days of the incident giving rise to the dispute, to Lender's program director having responsibility for the Lender's owner-occupied rehabilitation loan program for resolution. Except for good cause shown, any dispute not submitted within such ten (10) day period shall be deemed waived. While a dispute is pending, Contractor and Borrower shall otherwise proceed to perform all obligations under the Contract and this Agreement not otherwise in dispute.

12. Sole and Only Agreement. This Agreement and its exhibits and the instruments executed in connection therewith constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

13. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms.

14. Interpretation. No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which any such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision in inconsistent with any prior draft hereof or thereof. In the event of a conflict between this Agreement, the Mechanic's Lien Contract and/or the Rehabilitation Contract, the provisions in the document containing the most stringent requirement for the matter in dispute shall control

15. Jurisdiction and Venue. The parties agree that any suit, action or proceeding brought by a party against the other in connection with or arising from this Agreement ("Judicial Action") shall be brought only in any United States Federal or Texas state court located in Hidalgo County,

Texas and the parties hereby consent to the exclusive jurisdiction of such courts (and the appropriate appellate courts) in any such Judicial Action and waives any objection to venue laid therein. If either party is a prevailing party in a Judicial Action, such party is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

16. General Provisions. This Agreement:

a. may not be assigned by Owner or Contractor without the prior written consent of County;

b. may not be amended or modified, in whole or in part, unless such amendment or modification is executed in writing by both parties;

c. binds and inures to the benefit of the parties and their respective heirs, successors and permitted assigns; and

d. is for the sole benefit of the parties hereto and their respective heirs, successors and permitted assigns. Nothing herein shall give, or be construed to give, any legal or equitable rights hereunder to any other person or entity other than the parties hereto and their respective heirs, successors and permitted assigns.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

IMPORTANT NOTICE: YOU AND YOUR CONTRACTOR ARE RESPONSIBLE FOR MEETING THE TERMS AND CONDITIONS OF THIS CONTRACT. IF YOU SIGN THIS CONTRACT AND YOU FAIL TO MEET THE TERMS AND CONDITIONS OF THIS CONTRACT, YOU MAY LOSE YOUR LEGAL OWNERSHIP RIGHTS IN YOUR HOME. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.

RESIDENTIAL CONSTRUCTION LIABILITY ACT (RCLA) NOTICE

This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through normal warranty service, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must describe the construction defect. If

requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.

BORROWER:

_____

Maria G. Lerma

YOU, THE OWNER, MAY CANCEL THIS TRANSACTION AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

LENDER:

COUNTY OF HIDALGO, a political subdivision of the State of Texas

_____

By: **Diana R. Serna**
Its: **Director of Urban County Program**

CONTRACTOR:

_____

By: **Raymundo Carrisales**
Its: **Owner of A-One Insulation**

APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By: Steve Crain
Date: June 19, 2013

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this _____ day of _____, by **Diana R. Serna, Director of Urban County Program of the County of Hidalgo**, a political subdivision of the State of Texas, on behalf of said political subdivision.

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **25th** day of **March 2014**, by **Maria G. Lerma.**

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **25th** day of **March 2014**, by **Raymundo Carrisales, Owner of the A-One Insulation,** a **Contractor of the State of Texas**, on behalf of said **Hidalgo County**.

_____
NOTARY PUBLIC, STATE OF TEXAS

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE MERCHANT OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED.

IF YOU CANCEL YOU MUST MAKE AVAILABLE TO THE MERCHANT AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE MERCHANT REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE MERCHANT'S EXPENSE AND RISK.

IF YOU DO NOT AGREE TO RETURN THE GOODS TO THE MERCHANT OR IF THE MERCHANT DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO RAYMUNDO CARRISALES, A-ONE INSULATION, AT 1006 E. FERGUSON ST., PHARR, TEXAS 78577 NOT LATER THAN MIDNIGHT OF MARCH 28, 2014.

I HEREBY CANCEL THIS TRANSACTION.

Dated: _____.

OWNER:

_____

Maria G. Lerma

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

Lot 23 Block 4 Garden Park Subdivision, an addition to the City of Mercedes, Hidalgo County Texas.

EXHIBIT "B"
PLANS AND SPECIFICATIONS,
TIMETABLE
AND
BUDGET

EXHIBIT "C"
SPECIAL CONDITIONS

None.

AI-43586 **Urban County 14. D.**

CC REGULAR

Meeting Date: 03/25/2014

Submitted For: Amanda Flores **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program, on behalf of Precinct No.1, is requesting approval of Amendment No. 1 to the existing contract agreement for appraisal services with Leonel Garza Jr. & Associates under the General Land Office (GLO) Contract No. 12-406-000-6453/DRS210068, Pct. 1 Delta Area Connector/ East Lateral Project. The amendment will increase the professional service contract amount from $100,000.00 to $102,000.00 for a total increase of $2,000.00.

BACKGROUND

The increase of the professional service agreement with Leonel Garza Jr. & Associates will require this amendment in order to add the additional tract of land requiring a new appraisal report for the Delta Area Connector/ East Lateral Project.

Original Contract: $100,000.00
Additional Amended Contract: $2,000.00 ($2,000.00 x 1 additional parcel)
New Contract Amount: $102,000.00

Account No. 6540-62-0100-5000-6200
Amount Available: $2450.00 for increase

Attachments

Agenda Backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/13/2014 03:50 PM
Purchasing Department	Monica Badillo	03/21/2014 04:46 PM

Form Started By: Mary Flores Started On: 03/13/2014 03:34 PM

Final Approval Date: 03/21/2014

STATE OF TEXAS §

COUNTY OF HIDALGO §

FIRST AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

This FIRST AMENDMENT to the PROFESSIONAL SERVICE CONTRACT by and between **Hidalgo County, Texas** acting by and through the **Hidalgo County Urban County Program** ("Party") and **Leonel Garza, Jr., Associates** ("Appraiser") is entered into between the parties effective this ___ th day of March, 2014.

WHEREAS, Party and Appraiser entered into a Professional Services Contract dated May 7th 2013 in which Appraiser agreed to provide certain professional appraisal services for the Delta Area Connector East Lateral Project (the "Agreement");

WHEREAS, the Contract now requires amendment in order to add additional tracts of land requiring appraisal services and to revise the fee to the Appraiser for the additional work; and

WHEREAS, the parties desire to amend the Agreement as herein provided;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Party and Appraiser agree to the following amendments to the Agreement:

1. The Agreement is amended by the addition of one (1) additional parcel more particularly described on Exhibit A-1 attached hereto as Exhibit A-1 requiring review appraisals:

2. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and Party and Engineer ratify and confirm the terms and provisions of the Agreement, as amended.

EXECUTED effective as of the day and year first written above.

Leonel Garza, Jr. and Associates

_____

By: Leonel Garza, Jr
Its: _____

COUNTY OF HIDALGO URBAN COUNTY PROGRAM

_____

Diana R. Serna, UCP Director

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

By: Stephen L. Crain on 3/13/2014
Stephen L. Crain

EXHIBIT "A-1"

EXHIBIT A-1

Dos Land Surveying, LLC

STATE OF TEXAS
COUNTY OF HIDALGO

EXHIBIT "A"
EAST LATERAL DRAINAGE
RIGHT OF WAY-PARCEL 49

BEING A 1.880 ACRE (81,873 S.F.) TRACT OF LAND OUT OF THAT CERTAIN 1.880 ACRE TRACT OF LAND (CALCULATED), CONVEYED TO HIDALGO AND CAMERON COUNTY IRRIGATION DISTRICT No. 9, AS RECORDED IN DOCUMENT NO. 2259142, OF THE MAP RECORDS OF HIDALGO COUNTY (M.R.H.C.), TEXAS AS SHOWN IN LA PALOMA ESTATES UNIT No. 4 SUBDIVISION, SAID 1.880 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8 inch iron rod with cap stamped "DLS BNDRY MKR" (hereinafter referred to as "with cap") set at the intersection of the south right-of-way line of Mile 13 North (30.00' right-of-way width) with the common corner of said 1.880 acre tract and that certain 37.17 acres conveyed to Michael P. Green, Nancy G. Cass, James T. Green and Alice Green, recorded in Document No. 2359328,of the Official Records of Hidalgo County (O.R.H.C.), Texas, which the common corner Farm Tracts 2013, 2021, 2058 and 2059, bears North 01°13'03" West, a distance of 38.57 feet to a 5/8 inch iron rod found with cap stamped "DLS BNDRY MKR",

THENCE, South 01°13'03" East, leaving the south right-of-way line of said Mile 13 North, along the common line of Farm Tract 2021 and said La Paloma Estates Unit No. 4 Subdivision, a distance of 1181.43 feet to a 5/8 inch iron rod with cap set on the north boundary line of that certain 2.83 acre tract conveyed to Hidalgo County Drainage District No.1 right of way easement, recorded in Volume 2630, Page 590, (O.R.H.C.), Texas, for the southeast corner of this tract;

THENCE, South 88°46'57" West, along the north boundary line of said 2.83 acre tract, a distance of 69.30 feet to a 5/8 inch iron rod set with cap for the southwest corner of this tract;

THENCE, North 01°13'03" West, along common boundary line of said Hidalgo and Cameron County Irrigation District No. 9 and Lot 12 of said La Paloma Estates Unit No. 4 Subdivision, a distance of 1181.43, to a 5/8 inch iron rod with cap set for the northwest corner of this tract;

1002 E. Expressway 83 Weslaco, Texas 78596 ♦ Phone: 956.969.4183 ♦ Fax: 956.447.8194

THENCE, North 88°46'57" East, along the south right-of-way line of said Mile 13 North, a distance of 69.30 feet to the **POINT OF BEGINNING** of the herein described tract of land, said tract contains the gross amount of 1.880 acres (81,873 S.F.), of which 1.880 acres (81,873 S.F.) fall within the Hidalgo and Cameron Counties Water Control an Improvement District No. 9, r.o.w. easement (69.30' wide), leaving a net area of 0.00 acres, more or less.

Bearings are Grid North, based on the Texas State Plane Coordinate System, South Zone (4205), NAD 83

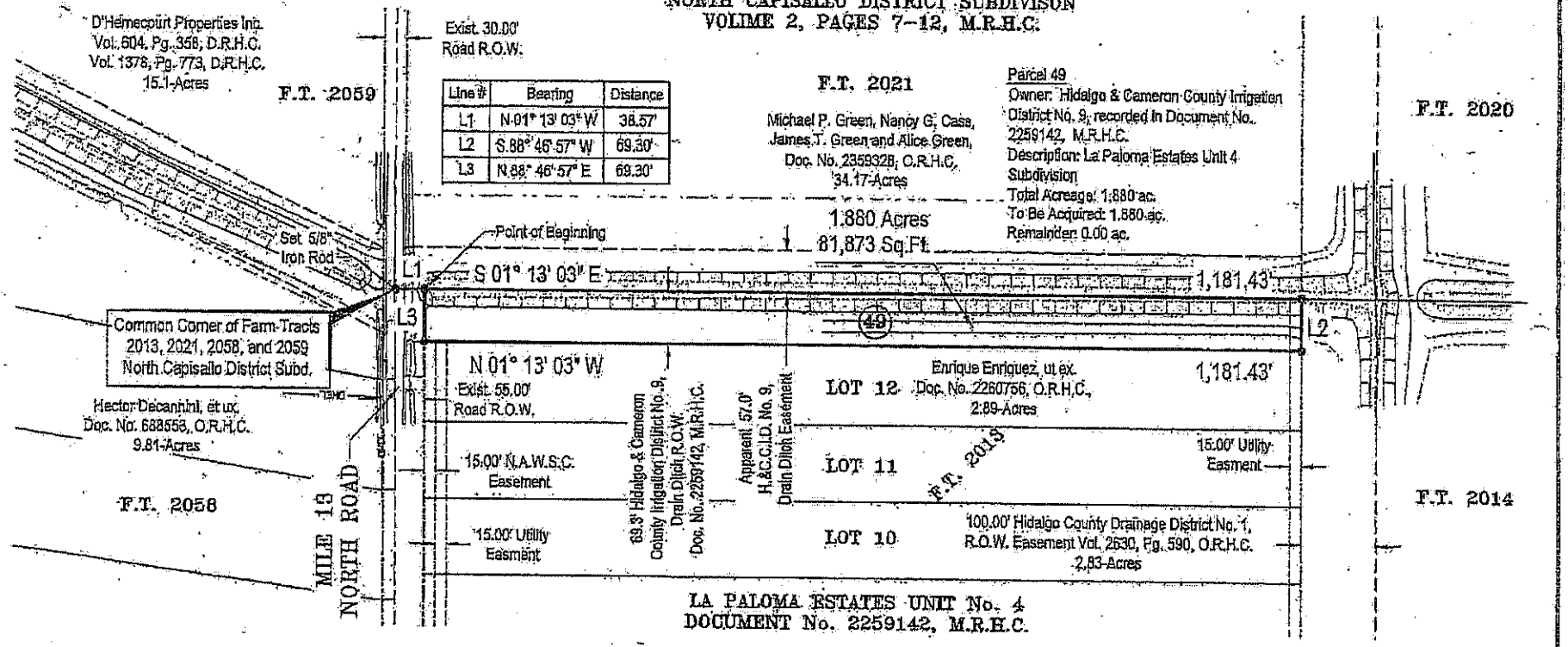
A survey plat of even date was prepared and is made a part of this metes and bounds description.

The official of records for the subject tract is recorded in Document No. 2259142, of the Official Records of Hidalgo County, Texas.

STATE OF TEXAS
REGISTERED
JUAN M. CASTILLO
6146
PROFESSIONAL
LAND SURVEYOR

Juan M. Castillo, R.P.L.S. No. 6146

1002 E. Expressway 83 Weslaco, Texas 78596 ♦ Phone: 956.969.4183 ♦ Fax: 956.447.8194



I, Juan M. Castillo, a Registered Professional Land Surveyor in the State of Texas, hereby certify that the foregoing plat correctly represents the facts found in the ground under my direction.

Juan M. Castillo, R.P.L.S. #6146

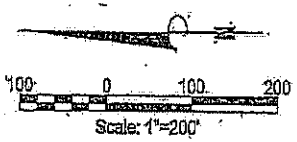


EXHIBIT "A"
EAST LATERAL DRAINAGE
RIGHT OF WAY-PARCEL 49
1.880 ACRES OUT OF LA PALOMA ESTATES UNIT No. 4 SUBDIVISION, DOCUMENT No. 2259142, MAP RECORDS OF HIDALGO COUNTY, TEXAS

GENERAL NOTES:

1. Bearings are Grid North, based on the Texas State Plane Coordinate System, South Zone (4205), NAD 83(93).
2. A metes and bounds description of even date was prepared, and is made a part of this survey plat.
3. Hidalgo County Precint No. 1, acknowledged and agreed to Parcel Plat being prepared with a title report effective date July 25, 2013, GF No. 135256, by Valley Land and Title Co.

M.R.H.C.	MAP RECORDS HIDALGO COUNTY, TEXAS
D.R.H.C.	DEED RECORDS HIDALGO COUNTY, TEXAS
O.R.H.C.	OFFICIAL RECORDS HIDALGO COUNTY, TEXAS
H.&C.C.W.C.I.D. #9	HIDALGO & CAMERON COUNTIES WATER CONTROL AND IMPROVEMENT DISTRICT No. 9
N.A.W.S.C.	NORTH ALAMO WATER SUPPLY CORPORATION
●	5/8" IRON ROD SET WITH YELLOW CAP STAMPED "DLS BNDY MRKR"
○	1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
X	CALCULATED POINT-NO MONUMENT FOUND/NO MONUMENT SET
	EXISTING DITCH
	PROPERTY LINE
	FARM TRACT LINE

DL INC.
DOS LOGISTICS, INC.
T.B.P.E. FIRM REGISTRATION #F-9225
1002 E. Expwy. 83 Phone: (956) 968-8800
Weslaco, Tx. 78596 Fax: (956) 447-8184

DLS
Dos Land Surveying
1002 E. Expressway 83 Ph (956)969-4183
Weslaco, TX 78596 Fax (956)447-8184

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made effective the **7th** day of **May, 2013**, by and between Hidalgo County, Texas acting by and through **Urban County Program** ("hereinafter called the "Party") and **Leonel Garza Jr. and Associates** (hereinafter called the "Appraiser").

W I T N E S S E T H:

WHEREAS, the Party requires appraisal services for: The Fair Market Value Appraisals in connection with the Acquisition of Land, Rights of Way, Easements, Condemnations and Disposition of County owned Property located within **Hidalgo County Precinct No. 1 for the Delta Area Connector/ East Lateral Project**; and

WHEREAS, the Party has received GLO funds from the Texas General Land Office to be used by Urban County Participants. It is understood and agreed that the Party's obligation under this Agreement is contingent upon the actual receipt of adequate federal funds to meet the liabilities under this Agreement; and

WHEREAS, the County of Hidalgo solicited Request for Qualifications (RFQ) for the development and establishment of a yearly pool for "Professional Appraisal Services", and

WHEREAS, from which "Professional Appraiser" has been selected from the "Pool" of pre-qualified Appraisers from response to the Request for Qualifications (RFQ), and

WHEREAS, the Party has determined that the services of "Professional Appraiser" are sometimes necessary to carry out the required appraisal activities; and

WHEREAS, pursuant to Texas Government Code Section 2254.002, "The Professional Services Procurement Act," Government Code, the Party requested proposals from professional right-of-way appraiser to assist the County by providing appraisal services; and

WHEREAS, the Party has selected the Appraiser to provide the review appraisal services

within Hidalgo County Precinct No. 1, in accordance to Exhibit "A", Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Appraisers.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Appraiser do mutually agree as follows:

1. **Scope of Services.** Appraiser agrees to provide to the Party **The Fair Market Value Appraisals in connection with the Acquisition of Land, Rights of Way, Easements, Condemnations and Disposition of County owned Property located** within **Hidalgo County Precinct No. 1 . In the event the Appraiser does not provide the fair market value appraisal prior to the date specified on the purchase order, the Purchase Order will become NULL and VOID. If such Purchase Order becomes NULL and VOID and a fair market value appraisal is secured from another firm, Appraiser will be responsible for any additional charges or expenses incurred by Hidalgo County.**

Further, in the event that it is demonstrated by Appraiser that Hidalgo County has caused or delayed thus preventing the Appraiser from meeting the specified agreed upon deadline to provide the fair market value appraisal ordered, Appraiser must advise in written notice to the Purchasing Department to authorize and to secure additional time to comply.

2. **Non-Exclusive Services of Appraiser.** Party reserves the right to request these services from other sources other than the Appraiser and shall not be in violation of any terms or conditions of this Agreement.

3. **Term.** This Contract is for a period of one (1) year, effective **May 7, 2013,** and will expire **May 6, 2014** or unless sooner terminated as provided herein. The Appraiser will not begin work or incur costs until authorized in writing by the County for each "Purchase Order".

4. **Compensation.** As consideration for rendering the Services provided for in this Contract, the Party agrees to pay the Appraiser the amounts specified in Exhibit "B" attached hereto

payable against written invoice submitted by Appraiser. The Appraiser is authorized to submit periodic requests for payment within thirty days after completion of each purchase order. The request for payment shall be made using forms acceptable to the Party and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, the Party shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Appraiser agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Appraiser shall be mailed to the address shown in numbered paragraph 21, hereof.

5. **Progress**. Upon acceptance of a purchase order, the Appraiser shall undertake and complete the authorized work. The Party or the Appraiser can request conferences to be provided at the Appraiser's office, the office of the Party or at other agreed upon locations.

6. **Inspection of Work**. The Party has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Appraiser, or a subcontractor, the Appraiser shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

7. **Amendments.** If it becomes necessary at any time during the contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period. The Party retains the right to reject any such amendment proposed by the Appraiser unless the Party finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of

the contract period as specified.

If the Party finds it necessary to require changes in completed work because of errors made by the Appraiser, the Party shall require the Appraiser to correct the work at no cost to the Party and without amendment to the contract. If the changes are made at the request of the Party and are not due to errors of the Appraiser, the Party will reimburse the Appraiser for the additional work at the same rate of pay established in Exhibit "B", "Basis for Payment". If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this provision.

8. **Reporting**. The Appraiser shall promptly advise the Party in writing of events which have a significant impact upon the contract, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.

2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

9. **Ownership of Documents.** Upon completion or termination of this contract, all documents prepared by the Appraiser or furnished to the Appraiser by the Party shall be delivered to and become the property of the Party. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the Party without restriction or limitation on their further use. The Appraiser may, at its own expense, have copies made of the documents or any other data furnished the Party under this contract.

10. **Independent Contractor.** Appraiser must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Appraiser under this Contract. Notwithstanding the foregoing sentence, Appraiser represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, Texas, or any agency thereof, and represents and warrants that it

does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Appraiser agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. Voluntary Termination. The Party may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

12. Insurance. Appraiser agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, ' 100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a certificate of insurance, Exhibit "C", issued by the insurer that such insurance is in full force and effect.

13. No Assignment. Except as otherwise herein provided, Appraiser, may not assign the obligations or rights under this contract to any person without the prior written consent of the Party.

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

15. No Waiver. No waiver by the Party of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

16. Entire Agreement. This Contract contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or

representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by the Party and Appraiser, and not otherwise.

17. Venue. This Contract 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.

18. Hold Harmless. In the event Appraiser should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Appraiser shall hold harmless and indemnify County from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Appraisers intentional actions or negligence. This indemnification clause shall survive this Contract and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

19. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Contract, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

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

If to Party: Hidalgo County Urban County Program
Attention: Diana R. Serna
3304 West Alberta Road

Edinburg, Texas 78539

If to Appraiser: Leonel Garza Jr. and Associates
1419 Dove Avenue, Suite 1
McAllen, Texas 78504
Office (956) 687-7295

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

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

22. Binding Contract. This Contract 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 contract.

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

24. Authority. The execution and performance of this Contract by the Party and Appraiser have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of the Party and Appraiser in accordance with its terms.

25. 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 the Party under this Agreement, the Party may terminate this Agreement upon ninety (90) days written notice to Company. The Party agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing

right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

WITNESS WHEREOF, the **Appraiser** and the **Party** have caused this **Agreement for Professional Services** to be effective as of the 13 day of May, 2013.

BY: _____
Leonel Garza III, State Certified Real Estate Appraiser

Firm Name: **Leonel Garza Jr. and Associates**
Address: **1419 Dove Avenue, Suite 1**
City/ST/ZIP: **McAllen, Texas 78504**
FED ID #/SS #: **74-2948770**

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this the 13 day of May, 2013 by Leonel Garza, III of and on behalf of Leonel Garza Jr. + Associates, LLC, (title)(a corporation)(a partnership)(a sole proprietorship).

ALMA OYERVIDES
MY COMMISSION EXPIRES
September 10, 2015

_____
Notary - Signature

County of Hidalgo Urban County Program:

_____
Witness

_____
Diana R. Serna, UCP Director

Approved as to Form:
Atlas, Hall, Rodriguez L.L.P.
By: Stephen L. Crain
on April 19, 2013

ATTACHMENTS:

EXHIBIT A	-REQUEST FOR QUALIFICATIONS (RFQ) PROCUREMENT PACKET
EXHIBIT B	- BASIS FOR PAYMENT
EXHIBIT C	- CERTIFICATE OF INSURANCE

EXHIBIT "B"
Basis for Payment

1419 Dove Avenue, Suite 1, McAllen, Texas 78504
Email Address: leonel3@garza-associates.com
Office (956) 687-7295 Fax (956) 687-9236

Leonel Garza Jr. & Associates LLC

Best & Final & Scope of Services For Appraisal Services

To:	Hidalgo County Urban County Program 3304 West Alberta Edinburg, Texas 78539	**From:**	Leonel Garza III, General Certified Appraiser
Fax:	(956) 318-2988	**Pages:**	2 Pages
Phone:	(956) 787-8127	**Date Submitted:**	April 4, 2013
Re:	Delta Area Connector / East Lateral	**CC:**	Amanda V. Flores, Program Coordinator 1

Mrs. Serna:
As per e-mail from Amanda V. Flores on April 4, 2013, our office is pleased to present our best and final offer proposal for appraising the various properties in connection with Acquisition of Land, Rights of Way, Easements, Condemnations Proceedings for properties located along what is known as the Delta Area Connector / East Lateral located within Precinct No. 1, Hidalgo County. The appraisal reports shall be based on the Texas Department of Transportation Form A-6, A-5s & A-5 as required and confirmed during inspection of said tracts. Each report shall follow Senate Bill 18 (SB-18) as required by State Law. The following is an itemization of the Best & Final Cost of Services:

Appraisal Report Cost	**$2,000.00 Per Parcel** (4) Original Appraisal Reports included
Additional Original Reports	**$ 50.00 Per Original Copy** This cost shall apply for additional original (color) copies required by the client and or other agencies involved in the project.
Updated/Revised Reports	**$ 500.00 Per Parcel** This cost shall apply when a major change to the survey and or correction of the survey and or right-of-way map has been performed after the completion of the appraisal report. These revision cost shall be discussed with the client prior to billing. Minor revisions to a parcel report will be billed on a case by case basis depending on complexity of the revision as determined by Leonel Garza Jr. & Associates LLC.
Condemnation Hearing	**Hourly Rate = $ 150.00 Per Hour *(Plus Expenses)*** Hourly rate shall apply to any and all preparation time required for the condemnation hearing plus expenses.
Appeals Court / Trial	**Hourly Rate = $ 250.00 Per Hour *(Plus Expenses)*** Hourly rate shall apply to any and all preparation time, depositions, and consulting required for an appeal of a Condemnation Hearing to a bench or jury trial.

April 17, 2013

SCOPE OF SERVICES

The scope of the assignment is to appraise the area as fee simple in its present "as is condition" subject to governmental regulation, and in terms of a cash transaction. In addition, the scope is requiring the appraiser to make the extraordinary condition that the subject property is free from contamination of which could affect the overall market value of the subject property as a whole and the part to be acquired. Each property owner shall be sent a letter of intent to inspect the subject property and offer any additional inspections on-site and in the presence of the owner(s) and or owner(s) representative (as requested). In the event access is not granted to enter the subject area, the appraiser is to proceed off-site along existing road right-of-way as indicated by survey. The scope of the assignment requires that comparable market sales within the area 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 and other sources available to this firm. Listings along the respective projects shall also be reviewed in order to determine the current market asking price for property along the project.

Each appraisal shall be developed on a TxDOT A-5 or an A-6 and A-5s format as promulgated by the Texas Department of Transportation. Each report as of September 1, 2011 must comply with Texas State Senate Bill 18. Leonel Garza III has undergone the mandatory training thru the Texas Department of Texas Training on *Senate Bill 18 (SB-18)* and has included all changes associated with the new law in each report. Mr. Garza is fully aware of the magnitude of the Bill and the overall reporting and valuation effects of the Bill.

The appraisal report shall indicate the current market value of the subject property as per date of on-site and or off-site inspection without project influence as indicated by scope. The inspection is limited by the permissibility of the subject owner as per date of report. In the event an on-site inspection was not permitted, the appraiser shall continue the inspection off-site along the project. Once the appraisal has been concluded the report shall be delivered to the client, of which four (4) original copies shall be included in each appraisal packet. Once negotiations have begun, the appraiser shall be available to answer any questions or concerns by the property and assist the negotiator as needed. In the event a consensus cannot be made as to the market value, the appraiser shall be prepared to continue and prepare for condemnation proceedings of which will be billed at an additional cost. This service shall continue until all trial and or other court proceedings are concluded in the acquisition of the subject property.

If there are any questions or concerns or if any item needs clarification please call Leonel Garza III at (956) 687-7295 or via email leonel3@garza-associates.com. Please sign and fax or email back once accepted. Thank you for the opportunity.

Leonel Garza III
State Certified Real Estate Appraiser
TX-1328375-General
Leonel Garza Jr. & Associates LLC

_____
Please Sign Here Upon Acceptance

_____
Please Print Name

_____
Date of Acceptance

EXHIBIT "C"
Certificate of Insurance

LEONGAR-02 HEREN1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/7/2014

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
Shepard Insurance Agency
5801 N 10th St Ste 300
McAllen, TX 78504

CONTACT NAME:
PHONE (A/C, No, Ext): (956) 686-3888 FAX (A/C, No): (956) 682-5650
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Sentinel Ins Co, LTD	11000
INSURER B: State Automobile Mutual Ins Co	25127
INSURER C: Hartford Ins Co of the Midwest	37478
INSURER D: Berkley Assurance Company	
INSURER E:	
INSURER F:	

INSURED
Leonel Garza Jr & Associates LLC
1419 Dove Ave
Suite 1
McAllen, TX 78504

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			65SBATE2179	05/18/2013	05/18/2014	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 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X	X	BAP 2325081 02	05/23/2013	05/23/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT)	$ 500,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			65SBATE2179	05/18/2013	05/18/2014	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	65WBCAE1721	01/11/2014	01/11/2015	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liabil	X		VUMB0034000	05/18/2013	05/18/2014	See Description	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Professional Liab: $1,000,000 ea wrongful Act/$1,000,000 Policy Aggregate
$7,500 Deductible per Claim

The General Liability policies includes a blanket automatic additional insured endorsement (Form SS.00 08 04 05) that provides additional insured status to the certificate holder only when there is a written contract between certificate holder that requires it or such status;

The General Liability policies inclues a blanket waiver of subrogation endorsement (Form SS 00 08 04 05) that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

CERTIFICATE HOLDER

Hidalgo County
2812 S. Highway Business 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE.

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Zimbra **amanda.flores@co.hidalgo.tx.us**

FW: Amendment No. 1 to Professional Service Agreement

From : Stephen L. Crain <scrain@atlashall.com> Thu, Mar 13, 2014 09:26 AM

Subject : FW: Amendment No. 1 to Professional Service Agreement 4 attachments

To : amanda flores <amanda.flores@co.hidalgo.tx.us>

Good Morning Amanda:

Attached is the HLH and Leonel Garza, Jr., Amended Appraisal Contracts and Exhibit A to be attached to the contract's.

As per Mr. Crain, "Why are you amending these two contracts? Why not issue another purchase order under the Contract's"?
Please call our office if you have questions.

Thank you,
Marynel Trevino, Secretary for Stephen L. Crain

682.5501

From: Amanda Flores [mailto:amanda.flores@co.hidalgo.tx.us]
Sent: Wednesday, March 12, 2014 10:08 AM
To: scrain@atlashall.com
Cc: Patricio Avila
Subject: Amendment No. 1 to Professional Service Agreement

Mr. Crain,

Good morning. Attached please find the approved agenda with the original professional review appraisal service agreement for HLH Appraisal Services that was taken to commissioners' court on May 7, 2013. I will need an Amendment No.1 to the contract to increase the contract amount by 2,700.00 (450.00 x 6 parcels)to complete the review appraisal reports for the Delta Area Connector/ East Lateral Project. The scope of services is staying the same. Please let me know if you need any additional information.

Best regards,
Amanda V. Flores
Program Coordinator
Urban County Program
427 E. Duranta Ave., Suite 107
Alamo, Tx 78516

AI-43583 **Urban County 14. E.**

CC REGULAR

Meeting Date: 03/25/2014

Submitted For: Amanda Flores **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program, on behalf of Precinct No.1, is requesting approval of Amendment No. 1 to the existing contract agreement for appraisal services with HLH Appraisal Services under the General Land Office (GLO) Contract No. 12-406-000-6453/DRS210068, Pct. 1 Delta Area Connector/ East Lateral Project. The amendment will increase the professional service contract amount from $22,500.00 to $22,950.00 for a total increase of $450.00.

BACKGROUND

The increase of the professional service agreement with HLH Appraisal Services will require this amendment in order to add the additional tract of land requiring a new review appraisal report for the Delta Area Connector/ East Lateral Project.

Original Contract:	$22,500.00
Additional Amended Contract:	$450.00 ($450 x 1 additional parcel)
New Contract Amount:	$22,950.00

Account No. 6540-62-0100-5000-6200
Amount Available: $2450.00 for increase

Attachments

Agenda Backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/13/2014 03:38 PM
Purchasing Department	Monica Badillo	03/21/2014 04:46 PM

Form Started By: Mary Flores Started On: 03/13/2014 03:21 PM

Final Approval Date: 03/21/2014

STATE OF TEXAS §

COUNTY OF HIDALGO §

FIRST AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

This AMENDMENT to the PROFESSIONAL SERVICE CONTRACT by and between **Hidalgo County, Texas** acting by and through the **Hidalgo County Urban County Program** ("Party") and **HLH APPRAISAL SERVICES** ("Appraiser") is entered into between the parties effective this ___ th day of March, 2014.

WHEREAS, Party and Appraiser entered into a Professional Services Contract dated May 7th 2013 in which Appraiser agreed to provide certain professional review appraisal services for the Delta Area Connector East Lateral Project (the "Agreement");

WHEREAS, the Contract now requires amendment in order to add additional tracts of land requiring review appraisal services and to revise the fee to the Appraiser for the additional of work; and

WHEREAS, the parties desire to amend the Agreement as herein provided;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Party and Appraiser agree to the following amendments to the Agreement:

1. The Agreement is amended by the addition of one (1) additional parcel more particularly described on Exhibit A-1 attached hereto as Exhibit A-1 requiring review appraisals:

2. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and Party and Engineer ratify and confirm the terms and provisions of the Agreement, as amended.

EXECUTED effective as of the day and year first written above.

HLH Appraisal Services

By: Harvey L. Heerssen
Its: _____

COUNTY OF HIDALGO URBAN COUNTY PROGRAM

Diana R. Serna, UCP Director

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

By: Stephen L. Crain on 3/13/2014
Stephen L. Crain

EXHIBIT "A-1"

EXHIBIT A-1

Dos Land Surveying, LLC

STATE OF TEXAS
COUNTY OF HIDALGO

EXHIBIT "A"
EAST LATERAL DRAINAGE
RIGHT OF WAY-PARCEL 49

BEING A 1.880 ACRE (81,873 S.F.) TRACT OF LAND OUT OF THAT CERTAIN 1.880 ACRE TRACT OF LAND (CALCULATED), CONVEYED TO HIDALGO AND CAMERON COUNTY IRRIGATION DISTRICT No. 9, AS RECORDED IN DOCUMENT NO. 2259142, OF THE MAP RECORDS OF HIDALGO COUNTY (M.R.H.C.), TEXAS AS SHOWN IN LA PALOMA ESTATES UNIT No. 4 SUBDIVISION, SAID 1.880 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8 inch iron rod with cap stamped "DLS BNDRY MKR" (hereinafter referred to as "with cap") set at the intersection of the south right-of-way line of Mile 13 North (30.00' right-of-way width) with the common corner of said 1.880 acre tract and that certain 37.17 acres conveyed to Michael P. Green, Nancy G. Cass, James T. Green and Alice Green, recorded in Document No. 2359328,of the Official Records of Hidalgo County (O.R.H.C.), Texas, which the common corner Farm Tracts 2013, 2021, 2058 and 2059, bears North 01°13'03" West, a distance of 38.57 feet to a 5/8 inch iron rod found with cap stamped "DLS BNDRY MKR",

THENCE, South 01°13'03" East, leaving the south right-of-way line of said Mile 13 North, along the common line of Farm Tract 2021 and said La Paloma Estates Unit No. 4 Subdivision, a distance of 1181.43 feet to a 5/8 inch iron rod with cap set on the north boundary line of that certain 2.83 acre tract conveyed to Hidalgo County Drainage District No.1 right of way easement, recorded in Volume 2630, Page 590, (O.R.H.C.), Texas, for the southeast corner of this tract;

THENCE, South 88°46'57" West, along the north boundary line of said 2.83 acre tract, a distance of 69.30 feet to a 5/8 inch iron rod set with cap for the southwest corner of this tract;

THENCE, North 01°13'03" West, along common boundary line of said Hidalgo and Cameron County Irrigation District No. 9 and Lot 12 of said La Paloma Estates Unit No. 4 Subdivision, a distance of 1181.43, to a 5/8 inch iron rod with cap set for the northwest corner of this tract;

1002 E. Expressway 83 Weslaco, Texas 78596 ♦ Phone: 956.969.4183 ♦ Fax: 956.447.8194

THENCE, North 88°46'57" East, along the south right-of-way line of said Mile 13 North, a distance of 69.30 feet to the **POINT OF BEGINNING** of the herein described tract of land, said tract contains the gross amount of 1.880 acres (81,873 S.F.), of which 1.880 acres (81,873 S.F.) fall within the Hidalgo and Cameron Counties Water Control an Improvement District No. 9, r.o.w. easement (69.30' wide), leaving a net area of 0.00 acres, more or less.

Bearings are Grid North, based on the Texas State Plane Coordinate System, South Zone (4205), NAD 83

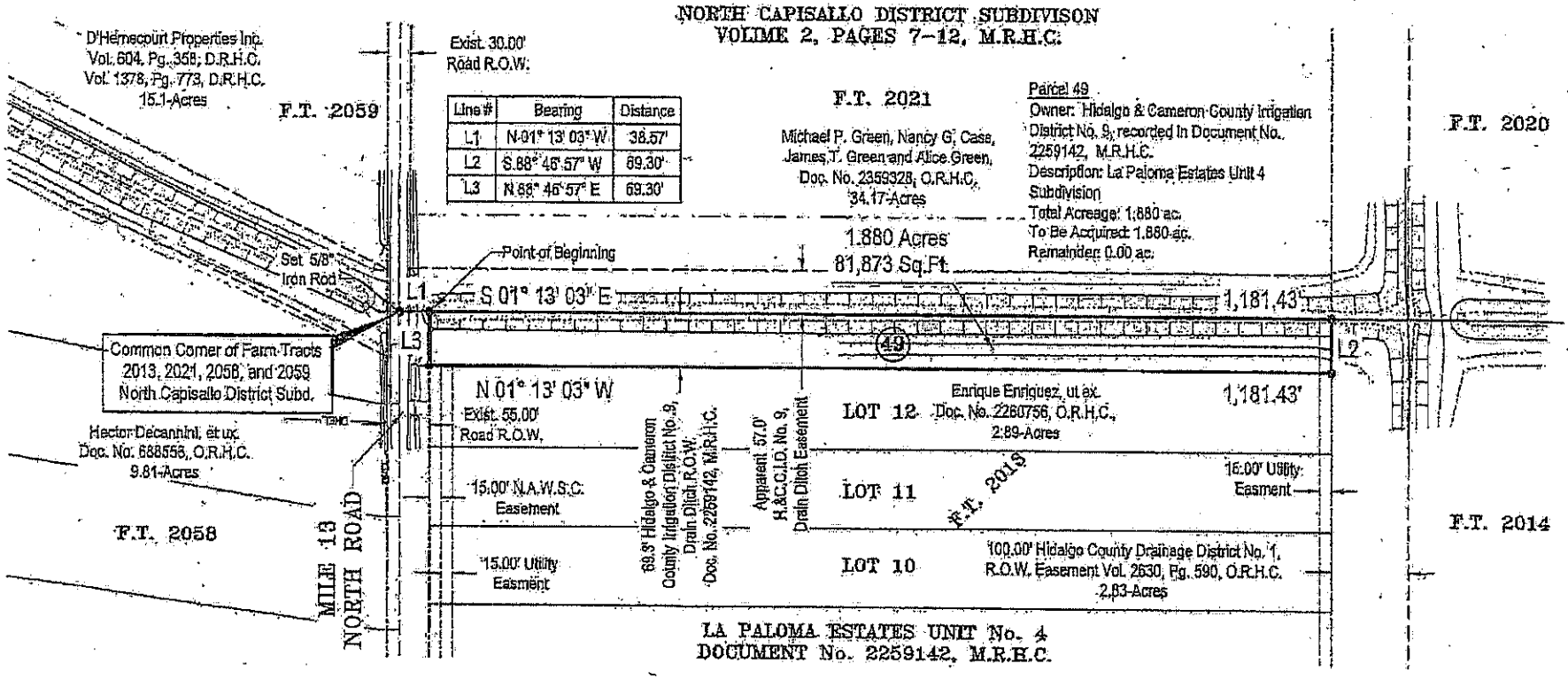
A survey plat of even date was prepared and is made a part of this metes and bounds description.

The official of records for the subject tract is recorded in Document No. 2259142, of the Official Records of Hidalgo County, Texas.

STATE OF TEXAS
REGISTERED
JUAN M. CASTILLO
6146
PROFESSIONAL
LAND SURVEYOR

Juan M. Castillo, R.P.L.S. No. 6146

1002 E. Expressway 83 Weslaco, Texas 78596 ♦ Phone: 956.969.4183 ♦ Fax: 956.447.8194



I, Juan M. Castillo, a Registered Professional Land Surveyor in the State of Texas, hereby certify that the foregoing plat correctly represents the facts found in the ground under my direction.

Juan M. Castillo, R.P.L.S. # 6146

JUAN M. CASTILLO 5146 REGISTERED PROFESSIONAL LAND SURVEYOR
9-27-13

100 0 100 200
Scale: 1"=200'

EXHIBIT "A"
EAST LATERAL DRAINAGE
RIGHT OF WAY--PARCEL 49
1.880 ACRES OUT OF LA PALOMA ESTATES UNIT No. 4 SUBDIVISION, DOCUMENT No. 2259142, MAP RECORDS OF HIDALGO COUNTY, TEXAS

GENERAL NOTES:

1. Bearings are Grid North, based on the Texas State Plane Coordinate System, South Zone (4205), NAD 83(93).
2. A metes and bounds description of even date was prepared, and is made a part of this survey plat.
3. Hidalgo County Precint No. 1, acknowledged and agreed to Parcel Plat being prepared with a title report effective date July 25, 2013, GF No. 135256, by Valley Land and Title Co.

M.R.H.C.	MAP RECORDS HIDALGO COUNTY, TEXAS
D.R.H.C.	DEED RECORDS HIDALGO COUNTY, TEXAS
O.R.H.C.	OFFICIAL RECORDS HIDALGO COUNTY, TEXAS
H.&C.C.I.D. #9	HIDALGO & CAMERON COUNTIES WATER CONTROL AND IMPROVEMENT DISTRICT No. 9
N.A.W.S.C.	NORTH ALAMO WATER SUPPLY CORPORATION
●	5/8" IRON ROD SET WITH YELLOW CAP STAMPED "DLS BNDY MRKR"
O	1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
X	CALCULATED POINT-NO MONUMENT FOUND/NO MONUMENT SET
	EXISTING DITCH
	PROPERTY LINE
	FARM TRACT LINE

DLINC
DOS LOGISTICS, INC.
T.B.P.E. FIRM REGISTRATION #F-9225
1002 E. Expwy 83 Phone: (956) 968-8600
Weslaco, Tx. 78596 Fax: (956) 447-8194

DLS
Dos Land Surveying
1002 E. Expressway 83 Ph (956)969-4183
Weslaco, TX 78596 Fax (956)447-8194

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made effective the **7th** day of **May, 2013**, by and between Hidalgo County, Texas acting by and through **Urban County Program** (hereinafter called the "Party") and **HLH Appraisal Services** (hereinafter called the "Review Appraiser").

W I T N E S S E T H:

WHEREAS, the Party requires "Review Appraisal Services" for **the Delta Area Connector/ East Lateral** project located **within Hidalgo County, Precinct No.1** and

WHEREAS, the County of Hidalgo solicited Request for Qualifications (RFQ) for the development and establishment of a yearly pool for "Professional Appraisal Services", and

WHEREAS, from which "Professional Appraiser" has been selected from the "Pool" of pre-qualified Appraisers from response to the Request for Qualifications (RFQ), and

WHEREAS, the Party has determined that the services of "Professional Appraiser" are sometimes necessary to carry out the required appraisal activities; and

WHEREAS, pursuant to Texas Government Code Section 2254.002, "The Professional Services Procurement Act," Government Code, the Party requested proposals from professional right-of-way appraiser to assist the County by providing review of appraisal services; and

WHEREAS, the Party has selected the Appraiser to provide the review appraisal services within Hidalgo County Precinct No. 1, in accordance to Exhibit "A", Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Appraisers.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Party and Appraiser do mutually agree as follows:

1. **Scope of Services.** Appraiser agrees to provide to County ***"Review of Appraisal***

Services for projects located within **Hidalgo County Precinct No. 1.** ***In the event the Appraiser does not provide the "Review of Appraisal Services" prior to the date specified on the purchase order, the Purchase Order will become NULL and VOID. If such Purchase Order becomes NULL and VOID and "Review of Appraisal Services" is secured from another firm, Appraiser will be responsible for any additional charges or expenses incurred by Hidalgo County.***

Further, in the event that it is demonstrated by Appraiser that Hidalgo County has caused or delayed thus preventing the Appraiser from meeting the specified agreed upon deadline to provide the "Review of Appraisal Services" ordered, Appraiser must advise the Purchasing Department in written notice to authorize and to secure additional time to comply.

2. **Non-Exclusive Services of Appraiser.** Hidalgo County reserves the right to request these services from other sources other than the Appraiser and shall not be in violation of any terms or conditions of this Agreement.

3. **Term.** This Contract for a period of **one (1) year**, effective **May 7, 2013,** and will expire **May 6, 2014** or unless sooner terminated as provided herein. The Appraiser will not begin to work or incur costs until authorized in writing by the Party with each **"Purchase Order".**

4. **Compensation.** As consideration for rendering the Services provided for in this Contract, the Party agrees to pay the Appraiser the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Appraiser. The Appraiser is authorized to submit periodic requests for payment within thirty days after completion of each purchase order. The request for payment shall be made using forms acceptable to the Party and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, the Party shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Appraiser agrees to separately account for the receipt and/or expenditure of funds

received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Appraiser shall be mailed to the address shown in numbered paragraph 21, hereof.

5. **Progress**. Upon acceptance of a purchase order, the Appraiser shall undertake and complete the authorized work. The Party or the Appraiser can request conferences to be provided at the Appraisers office, the office of the Party or at other agreed upon locations.

6. **Inspection of Work**. The Party has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Appraiser, or a subcontractor, the Appraiser shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

7. **Amendments.** If it becomes necessary at any time during the contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period. The Party retains the right to reject any such amendment proposed by the Appraiser unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the contract period as specified.

If the Party finds it necessary to require changes in completed work because of errors made by the Appraiser, the Party shall require the Appraiser to correct the work at no cost to the Party and without amendment to the contract.

8. **Reporting**. The Appraiser shall promptly advise the Party in writing of events which have a significant impact upon the contract, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work

units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.

2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

9. Ownership of Documents. Upon completion or termination of this contract, all documents prepared by the Appraiser or furnished to the Appraiser by the Party shall be delivered to and become the property of the Party. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the Party without restriction or limitation on their further use. The Appraiser may, at its own expense, have copies made of the documents or any other data furnished the Party under this contract.

10. Independent Contractor. Appraiser must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Appraiser under this Contract. Notwithstanding the foregoing sentence, Appraiser represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Appraiser agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. Voluntary Termination. The Party may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

12. Insurance. Appraiser agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, ' 100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a certificate of insurance, Exhibit "C", issued by the insurer that such insurance is in full force and effect.

13. **No Assignment.** Except as otherwise herein provided, Appraiser, may not assign the obligations or rights under this contract to any person without the prior written consent of the Party.

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

15. **Termination by County**. If Appraiser fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by the Party, or if Appraiser fails to comply with any conditions in this Contract, then the Party shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Appraiser.

16. **No Waiver**. No waiver by the Party of any breach of any provision of this Contract 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 Contract contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by the Party and Appraiser, and not otherwise.

18. **Venue.** This Contract 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. **Hold Harmless**. In the event Appraiser should cause, either directly or indirectly,

damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Appraiser shall hold harmless and indemnify the Party from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Appraiser's intentional actions or negligence. This indemnification clause shall survive this Contract and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

20. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Contract, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

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

If to Party:	Hidalgo County Urban County Program Attention: Diana R. Serna 3304 West Alberta Road Edinburg, Texas 78539
If to Appraiser:	HLH Appraisal Services 6107 Aberton Forest Drive Houston, Texas 77084 281-799-5652

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

States mail.

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

23. Binding Contract. This Contract 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 contract.

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

25. Authority. The execution and performance of this Contract by the Party and Appraiser have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of the Party and Appraiser in accordance with its terms.

26. Commitment of Current Revenues. In the event that, during any term hereof, the Party does not appropriate sufficient funds to meet to the obligations of this Contract, the Party may terminate this Contract upon thirty (30) days written notice to the Surveyor. The Party agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Contract. The parties intend this provision to be a continuing right to terminate this Contract at the expiration of each budget period of the Party pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1995).

WITNESS WHEREOF, the **Appraiser** and the **Party** have caused this **Agreement for Professional Services** to be effective as of the 13th day of May, 2013.

BY: Harvey L. Heerssen
Harvey L. Heerssen, TX. State Certified General Appraiser
dba HLH Appraisal Services

Firm Name:	**HLH Appraisal Services**
Address:	**6107 Aberton Forest Drive**
City/ST/ZIP:	**Houston, TX 77084**
FED ID #/SS #:	**462-66-4872**

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 13 day of May, 2013 by Veronica Almazan of and on behalf of dba, HLH Appraisal Services Harvey L. Heerssen
(title)(a corporation)(a partnership)(a sole proprietorship).

(seal)

VERONICA ALMAZAN
MY COMMISSION EXPIRES
November 17, 2013

Notary - Signature

County of Hidalgo Urban County Program:

Witness

Diana R. Serna, UCP Director

Approved as to Form:
Atlas, Hall, Rodriguez L.L.P.
By: Stephen L. Crain
On April 22, 2013

ATTACHMENTS:

EXHIBIT A	-Request for Qualifications (RFQ) Procurement Packet
EXHIBIT B	- Basis of Payment
EXHIBIT C	- Certificate of Insurance

EXHIBIT "B"
BASIS OF PAYMENT

HLH APPRAISAL SERVICES

Specializing in Appraisal Review of Road and Drainage Projects

April 5, 2013

Ms. Amanda V. Flores
Program Coordinator I
Urban County Program
3304 West Alberta
Edinburg, TX. 78539

RE: Letter of Best and Final Offer for "Appraisal Review Services" for Precinct 1 GLO Disaster Recovery Project known as the Delta Area Connector/East Lateral, Hidalgo County, Precinct No. 1

Dear Ms. Flores:

This letter is in reference to your request of April 4, 2013 requesting my Scope of Services, Proposed Rate/Fee Schedule, W9 Form, Certificate of Debarment and Conflict of Interest Form in connection with the above Delta Area Connector/East Lateral Project in Precinct No. 1 of Hidalgo County, Texas.

Exhibit A- The Scope of Work Services for this appraisal review assignment is to prepare appraisal review reports of appraisal reports prepared by the primary appraiser on the above project. More specifically, the scope of work also includes (1) to physically inspect the project and each parcel from the road right of way, (2) to review each appraisal report for USPAP compliance, and (3) to prepare and submit electronically an appraisal review submission for each parcel to the Hidalgo County Right of Way Department, Precinct No. 1.

Exhibit A-My fee schedule for this project is $450.00 for each appraisal review report of each parcel. Additionally, if any updated appraisal reviews are necessary, an update will be accomplished for the reduced fee of $225.00. My commitment is to complete all appraisal review reports and any updated review reports within the time line requested and specified by Hidalgo County, Precinct No. 1. **This is my best and final offer of my Scope of Services and proposed fee schedule for appraisal review services for this project.**

Also, attached are the originals of Form W9, Certificate of Debarment and the current up to date copy of the Conflict of Interest Questionnaire Form. The CIQ Form is the latest that I filed with Hidalgo County for their RFQ dated December 5, 2012. The Form was recorded in the Hidalgo County Clerk's office and a copy of the form and recording data are both attached.

Please advise if any additional information is needed. Thank you.

Sincerely,

HLH: hh
Attachments
Cc: Roy Gonzales and Raul Lozano
Precinct 1

Harvey L. Heerssen
TX.State Certified General Appraiser
No. TX-1327190-G

6107 Aberton Forest Drive, Houston, TX. 77084. 281-799-5652. heerssen@sbcglobal.net

EXHIBIT "C"
CERTIFICATE OF INSURANCE

HEERHA1 OP ID: JM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/12/2013

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
Stanley McDonald Agency It. Inc
2018 State Road P.O. Box 1446
La Crosse, WI 54602-1446
David R. Mc Donald
Phone: 608-788-6160
Fax: 608-788-7012

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Accident & Indemnity	22357
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Mr. Harvey L Heerssen
dba HLH Appraisal Services
6107 Aberton Forest Drive
Houston, TX 77084

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			41SBMZP3811	04/14/2013	04/14/2014	EACH OCCURRENCE	$ 1,000,000
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$ 10,000
	X Business Owners						PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N	N/A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

Hidalgo County
Purchasing Department
New Administrative Building
2812 S Highway Bus. 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

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Zimbra **amanda.flores@co.hidalgo.tx.us**

FW: Amendment No. 1 to Professional Service Agreement

From : Stephen L. Crain <scrain@atlashall.com> Thu, Mar 13, 2014 09:26 AM

Subject : FW: Amendment No. 1 to Professional Service Agreement 4 attachments

To : amanda flores <amanda.flores@co.hidalgo.tx.us>

Good Morning Amanda:

Attached is the HLH and Leonel Garza, Jr., Amended Appraisal Contracts and Exhibit A to be attached to the contract's.

As per Mr. Crain, "Why are you amending these two contracts? Why not issue another purchase order under the Contract's"?
Please call our office if you have questions.

Thank you,
Marynel Trevino, Secretary for Stephen L. Crain

682.5501

From: Amanda Flores [mailto:amanda.flores@co.hidalgo.tx.us]
Sent: Wednesday, March 12, 2014 10:08 AM
To: scrain@atlashall.com
Cc: Patricio Avila
Subject: Amendment No. 1 to Professional Service Agreement

Mr. Crain,

Good morning. Attached please find the approved agenda with the original professional review appraisal service agreement for HLH Appraisal Services that was taken to commissioners' court on May 7, 2013. I will need an Amendment No.1 to the contract to increase the contract amount by 2,700.00 (450.00 x 6 parcels)to complete the review appraisal reports for the Delta Area Connector/ East Lateral Project. The scope of services is staying the same. Please let me know if you need any additional information.

Best regards,
Amanda V. Flores
Program Coordinator
Urban County Program
427 E. Duranta Ave., Suite 107
Alamo, Tx 78516

AI-43582 **Urban County 14. F.**

CC REGULAR

Meeting Date: 03/25/2014

Submitted For: Ester Gonzalez **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

On behalf of the City of Alamo, Urban County Program is requesting consideration and action to award and enter into a construction contract with Vanguard Engineering, LLC, being the lowest bidder meeting all specifications and/or requirements, for the Texas Department of Agriculture (TDA) Contract No. 713005, in the amount of $323,375.00. The project consists of first-time rehabilitation single-unit residential sewer services within colonias located in the City of Alamo's extraterritorial jurisdiction: Campo Alto Subdivision, Gudalupe Subdivision Phases 1-3, Val-Bar Estates Ph. I, Rancho Escondido and Salazar Subdivision

BACKGROUND

Bids were requested and received for the Colonia Economically Distressed Area Program (CEDAP) TDA Contract No. 713005. Quintanilla, Headley and Associates, Inc. prepared the specification packages. Bids were received and opened at the Hidalgo County – Purchasing Dept. on February 26, 2014 . After review, the project engineer recommended Vanguard Engineering, LLC as the lowest of seven (7) bidders. Please see attached engineers recommendation letter and a copy of bid tabulations.

Accounts # utilized to fund project:
• 6543-68-6591-5000-6800 (rehab; single-unit)

Funds available: $402,975.00

Contractor: Vanguard Engineering, LLC
Contract amount: $323,375.00

Note: Construction Contract form was approved/revised by Atlas, Hall & Rodriguez, Stephen L. Crain, on July 12, 2012

Attachments

Agenda Backup
revised ins

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/13/2014 03:31 PM
Purchasing Department	Monica Badillo	03/21/2014 04:46 PM

Form Started By: Mary Flores Started On: 03/13/2014 03:09 PM

Final Approval Date: 03/21/2014

Diana Martinez
Mayor

Pilar Garza
Mayor Pro-Tem

Amelia V. Gallegos
Commissioner

Trino Medina
Commissioner

Robert De La Garza
Commissioner

Luciano Ozuna, Jr.
City Manager

ALAMO
REFUGE TO THE VALLEY

MAR 11 2014

DL

March 11, 2014

Diana R. Serna, Executive Director
Hidalgo County Urban County Program
Attn: Ester Gonzalez-Garcia
427 E. Duranta Ave., Ste. 107
Alamo, TX 78516

Re: Texas Department of Agriculture (TDA) Contract No. 713005

Dear Ms. Serna:

Please accept this letter as the City of Alamo's formal request to submit an agenda item for approval by Hidalgo County Commissioners Court on the above referenced project. This is regarding the Engineer's recommendation to award the lowest responsible bid submitted by Vanguard Engineering, LLC.

Please contact our office if you should have any questions or require additional information @ (956) 787-0006.

Sincerely,

Luciano Ozuna Jr.
City Manager

CONSTRUCTION CONTRACT

This Agreement entered into this **March 25, 2014** by and between Hidalgo County acting by and through Hidalgo County Urban County Program, hereinafter called the "OWNER", acting herein through its County Judge and **Vanguard Engineering, LLC (a corporation)** (a partnership) (an individual) of **Weslaco,** State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

PROJECT NAME:	2013 Texas Department of Agriculture Colonia Economically Distressed Areas Program (CEDAP) Contract No. 713005
PROJECT No.:	6543-68-6591-5000-6800-EGG
PROJECT DESCRIPTION:	First-time Rehabilitation: Single-unit sewer service, septic tank decommission and yard line connections within colonias located in the City of Alamo's extraterritorial jurisdiction: Campo Alto Subdivision, Guadalupe Phases 1-3, Val-Bar Estates, Rancho Escondido and Salazar Subdivision

heinafter called the project, for the sum of ($323,375.00) – three hundred twenty-three thousand three hundred seventy five dollars and zero cents and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by Quintanilla, Headley and Associates, Inc. and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within (240) Two hundred forty consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of ($300.00) Three hundred dollars and zero cents for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

_____
Name of Signatory
Name of Firm

Name of Firm: Vanguard Engineering, LLC

Address: 2201 Northgate Dr.
Weslaco, Tx 78596

Federal I.D./S.S.: 26-2162257

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the __ day of _____, 20_____,

by _____, _____ of and on behalf of _____.
(title) (a corporation) (a partnership) (an individual)

_____
Notary Public - Signature

WITNESS:

_____

URBAN COUNTY PROGRAM

_____
Diana R. Serna , Director
Urban County Program

APPROVED AS TO FORM
Atlas, Hall & Rodriguez
By: Stephen L. Crain
Date: July 12, 2012

SAM Search Results
List of records matching your search for :

Search Term : vanguard* engineering* LLC*
Record Status: Active

No Search Results

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors
Alfonso Quintanilla, P.E. # 95534 R.P.L.S #4856 Eulalio Ramirez, P.E. # 77062
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
Municipal & County Projects ★ Subdivisions ★ Surveys

March 3, 2014

Mr. Antonio Barco
Urban County Program
Deputy Director
427 E. Duranta, Suite 107
Alamo, Tx 78516

Re: TDA 2013 Colonia Economically Distressed Areas Program (CEDAP) Contract No.713005
First-time Rehabilitation: Single Unit Sewer Services project

Dear Mr. Barco:

Bids for the above mentioned project were received and opened on Wednesday February 26, 2014. Seven (7) Bids were received and are as follows:

Contractor	Grand Total Bid
Sal Construction Management	$441,282.50
Saenz Utility	$398,784.06
Vanguard Engineering	$323,375.00
The 5125 Company	$355,555.29
OMT Utilities	$328,216.67
2GS, LLC	$676,600.00
Jimmy Closner & Sons	$750,230.00

After reviewing the information submitted, we recommend awarding the contract to the lowest responsive bid, Vanguard Engineering in the bid amount of $323,375.00.

Should you have any questions or require additional information, please do not hesitate to contact our office. Thank You.

Sincerely,

Eulalio Ramirez, P.E.
Project Engineer

124 E. Stubbs, Edinburg, TX 78539 ★ Phone 956/381-6480 ★ Fax 956/381-0527 ★ Email: office@qhaengineering.com ★ www.qhaengineering.com

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

BID OPENING DATE: February 26, 2014	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: Texas Department of Agriculture 2013 Colonia Economically Distressed Area Program (CEDAP) Contract No. 713005-First-time Rehabilitation: Single Unit Sewer Services Project

BID NO: 6543-68-6591-5000-6800-EGG **PROCUREMENT SPECIALIST:**

RFB NO.	Name of Company	Bid Price	ADDENDUM #1	Bid Bond/ Cashier's Check Included
1.	SAL-Construction Management LLC	$441,282.50	ACKNOWLEDGED	Bid Bond Included
2.	Saenz Utility Contractors, LTD	$398, 782.97	NOT ACKNOWLEDGED	Bid Bond Included
3.	VG Vanguard Engineering, LLC	$323,375.00	ACKNOWLEDGED	Bid Bond Included
4.	The 5125 Company	$355,555.29	ACKNOWLEDGED	Bid Bond Included
5.	O.M.T. Utilities	$328,216.67	ACKNOWLEDGED	Bid Bond Included
6.	2GS, LLC	$676,600.00	ACKNOWLEDGED	Bid Bond Included
7.	Jimmy Closner & Sons Const Co., Inc.	$750,230.00	ACKNOWLEDGED	Bid Bond Included
8.				
9.				

***TYPED AS READ AT BID OPENING, AMOUNTS NOT VERIFIED/CALCULATED.**

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/27/2014

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
SHOWERY INSURANCE AGENCY
1321 Pecan Suite A
McAllen, TX 78501

CONTACT NAME: JOSEPH SHOWERY
PHONE (A/C, No, Ext): (956) 668-0212 FAX (A/C, No): (956) 668-0222
E-MAIL ADDRESS: AJS@showeryins.com

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A : PENN AMERICA	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
VANGUARD ENGINEERING GARCIA VICTOR
2201 NORTHGATE DR
WESLACO, TX 78596
9565145086

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	X		PAC7004907	10/24/13	10/24/14	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ EXCLUDED $ 2,000,000 $ EXCLUDED
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] HIRED AUTOS [ ] SCHEDULED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
ENGINEERS OR ARCHITECTS-CONSULTING -NOT ENGAGED IN ACTUAL CONSTRUCTION

CERTIFICATE HOLDER
HIDALGO COUNTY
2812 S HIGHWAY BUS 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
A Showery

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TEXAS LIABILITY INSURANCE CARD

VICTOR GARCIA
LICIA GARCIA
4019 E EXPRESSWAY 83
WESLACO TX 78596-1113

FARMERS

Policy Number: 044060668
Effective Date: 11-20-2013
Expiration Date: 05-20-2014
NAIC Number: 24392

Year	Make	Model	VIN
2007	FORD TRUCK	F150 CREW C PU 4X4 SUPER	1FTPW14V27KC97571
2012	DODGE TRUCK	DURANGO 4D 4X2 CREW	1C4RDHDG4CC153534

FARMERS TEXAS COUNTY MUTUAL INSURANCE COMPANY 1-800-225-0011

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

Agent Name: AZIZ J. SHOWERY
Phone No: (956) 668-0212

12-10 A1662401

TEXAS LIABILITY INSURANCE CARD

VICTOR GARCIA
LICIA GARCIA
4019 E EXPRESSWAY 83
WESLACO TX 78596-1113

FARMERS

Policy Number: 044060668
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Agent Name: AZIZ J. SHOWERY
Phone No: (956) 668-0212

12-10 A1662401

UNDERWRITTEN BY:

FARMERS TEXAS COUNTY MUTUAL INSURANCE COMPANY
A COUNTY MUTUAL INSURANCE COMPANY, HEREIN CALLED THE COMPANY

DECLARATIONS

Transaction type: OFFER OF RENEWAL

The Policy Period is effective as shown below and after the time for which applied. The policy may be renewed for an additional policy term, as specified in the renewal offer, each time the Company offers to renew by sending a bill for the required renewal premium, and the insured pays said premium in advance of the respective renewal date. The policy is issued in reliance upon the statements in the Declarations. We provide insurance only for those coverages indicated by a specific limit, deductible or other notation and for which a premium for the coverage is shown.

Insured's name and address:
VICTOR GARCIA
4019 E EXPRESSWAY 83
WESLACO TX 78596-1113

Policy number: 19 04406-06-68
Policy edition: 14TH
Effective date: 11-20-2013
Expiration date: 05-20-2014
Expiration time: 12:01 A.M. Standard Time
Account number: P539939347

Issuing office:
15700 Long Vista Dr
Austin, TX 78728

Agent: AZIZ J. SHOWERY
Agent no: 19 40 346 Agent phone: (956) 668-0212

Description of vehicle

Veh.	Year	Make	Model	Vehicle Identification Number
1	2007	FORD TRUCK	F150 CREW C PU 4X4 SUPER	1FTPW14V27KC97571
2	2012	DODGE TRUCK	DURANGO 4D 4X2 CREW	1C4RDHDG4CC153534
3	****	**********	**********	**********

COVERAGES * ENTRIES IN THOUSANDS OF DOLLARS.

Coverage	Limits/Deductible		PREMIUMS Vehicle 1	Vehicle 2	
Liability Bodily Injury Property Damage	Each Person* 30	Each Accident* 60 25	$ 78.00 $ 57.00	$ 88.00 $ 70.00	
Medical/PIP	2,500	PIP	$ 29.00	$ 37.00	
Other Than Collision Deductible	Vehicle 1	500 DEDUCTIBLE	$ 84.00		
	Vehicle 2	500 DEDUCTIBLE		$ 136.00	
Collision Deductible	Vehicle 1	500 DEDUCTIBLE	$ 83.00		
	Vehicle 2	500 DEDUCTIBLE		$ 106.00	
UNINSURED/UNDERINSURED MOTORIST - Bodily Injury	Each Person* 30	Each Accident* 60	$ 18.00	$ 29.00	
UNINSURED/ UNDERINSURED MOTORIST Property Damage		Each Accident* 25 $250 Ded.	$ 16.00	$ 19.00	
Towing and Labor Costs Per Disablement	Vehicle 1 $ 120		$ 4.00		
	Vehicle 2 $ 120			$ 4.00	
	$.				
Other			$ 46.00		
		Premium Per Vehicle	$ 415.00	$ 489.00	
Total Fees for this Transaction	$ 2.00	Total Fees Per Vehicle	$ 1.00	$ 1.00	
		Total Policy Premium	$ 904.00		

ENDORSEMENTS - ENDORSEMENTS ARE PART OF THE POLICY AND AMEND THE POLICY.

ENDORSEMENT NUMBER	EDITION NUMBER	TITLE AND DESCRIPTION	Applies to the following Vehicle(s):
TX141	1ST	CUSTOMIZED EQUIPMENT ENDORSEMENT	1,2
TX162	1ST	ENDORSEMENT AMENDING PART D - CVG FOR DAMAGE TO YOUR	1,2
TX170	1ST	SAFETY GLASS - WAIVER OF DEDUCTIBLE - PART D	1,2
TX174	1ST	TEXAS PERSONAL AUTO POLICY - AMENDATORY ENDORSEMENT	1,2
257965	606	AUTO CHANGE LETTER	1,2
523C	101	RENTAL REIMBURSEMENT COVERAGE	1,2
573A	101	SUPPLEMENTARY DEATH BENEFIT	1,2

MESSAGES / RATING INFORMATION

NOTICE: A fee of $2.00 is payable in addition to the premium due under this policy. This fee reimburses the insurer, as permitted by 28 TAC §5.205, for the $2.00 fee per motor vehicle year required to be paid to the Automobile Theft Prevention Fund under Texas Civil Statutes, Article 4413(37), §10, which became effective on June 6, 1991, and revised September 1, 2011.
See it all Online. Go to Farmers.com or contact your Farmers agent and "Go Paperless" with electronic document delivery to your e-mail address.

LIENHOLDER OR OTHER INTEREST:

Veh. 1		Veh.	
Veh. 2			

POLICY ACTIVITY Do not pay - Invoice sent separately

	Previous Balance
$ 906.00	Premium
$ 2.00	Fees ** INCL
	Payments or Credits
N/A	Total **

** See Additional Fee Information Below

(Continued Next Page)

UNDERWRITTEN BY:

FARMERS TEXAS COUNTY MUTUAL INSURANCE COMPANY
A COUNTY MUTUAL INSURANCE COMPANY, HEREIN CALLED THE COMPANY

Supplemental Declarations Page

Named Insured:
VICTOR GARCIA
4019 E EXPRESSWAY 83
WESLACO TX 78596-1113

Policy Number:
19 04406-06-68

Discounts:	
EARLY SHOPPING	INCLUDED
EFT	INCLUDED
GROUP	INCLUDED
HOMEOWNERSHIP	INCLUDED
MULTIPLE CAR	INCLUDED
TRANSFER	INCLUDED

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)
Victor H. Garcia

Business name/disregarded entity name, if different from above
Vanguard Engineering

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) ▶

☐ Exempt payee

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
2201 Northgate Drive

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 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
2 6 - 2 1 6 2 2 5 7

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 ▶ [signature] Date ▶ 1-22-2014

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.

URBAN COUNTY PROGRAM

3304 WEST ALBERTA ROAD ⊙ EDINBURG, TEXAS 78539 ⊙ (956) 787-8127 FAX (956) 318-2988
E-mail: ucp@ucp.co.hidalgo.tx.us

November 18, 2013

Mr. Victor H. Garcia, P.E.
Vanguard Engineering
4019 East Expressway 83
Weslaco, Texas 78596

RE: SECTION 3 CERTIFICATION

Dear Mr. Garcia:

The documentation submitted to my office to certify Vanguard Engineering, LLC as a "Section 3 Business Concern" has been reviewed by the Urban County Program staff.

As of this date, November 18, 2013, Vanguard Engineering, LLC has been certified as a "Section 3 Business Concern" by meeting the requirements listed below:

- ☑ At least 30% of your business workforce are currently Section 3 Residents or within three years of the date of first employment with the business concern were Section 3 Residents.

To further economic opportunities, you are encouraged to continue your efforts in subcontracting with Section 3 Businesses and the hiring of Section 3 Residents.

This Certification will remain valid for a period of three (3) years commencing on the date above referenced.

Sincerely,

Diana R. Serna
Director

2465624

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.**

Victor H. Garcia, Vanguard Engineering

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.**

N/A

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.

Engineering - Construction services

4

Signature of person doing business with the governmental entity

11-19-2013

Date

Victor H. Garcia

Adopted 06/29/2007

INSURORS INDEMNITY Companies
PO Box 2683 · 225 South Fifth Street · Waco, TX 76702-2683
www.insurorsindemnity.com · 254-759-3701 · 254-755-6399

BID BOND

Bond No. CNB-17087-00

KNOW ALL MEN BY THESE PRESENTS:

THAT we, VG Vanguard Engineering, LLC, as Principal, hereinafter called the Principal, and INSURORS INDEMNITY COMPANY, Waco, Texas, as Surety, hereinafter called the Surety, are held and firmly bound unto County of Hidalgo - Urban County Program, as Obligee, hereinafter called the Obligee, in the amount of 5 % of the amount of this bid not to exceed 5% of the Greatest Amount Bid ($ 5% of G.A.B), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for
Hidalgo County,Single Unit Sewer Connections

NOW, THEREFORE, If the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing and give bond with good and sufficient surety, or, in the event of the failure of the Principal to enter into such Contract and give such bond or bonds; if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, SEALED AND DATED this 24th day of February, 2014.

Principal:
VG Vanguard Engineering, LLC
(Seal)
By: _____
(title)

Surety:
INSURORS INDEMNITY COMPANY
(Seal)
By: _____
Andy Alvarez, Attorney-in-Fact

INSURORS INDEMNITY Companies

P.O. Box 2683 • 225 South Fifth Street • Waco, Texas 76702-2683
www.insurorsindemnity.com • 254-759-3700 • Fax 254-755-6399

IMPORTANT NOTICE - AVISO IMPORTANTE

To obtain information or make a complaint:

You may call Insurors Indemnity Company's toll-free telephone number for information or to make a complaint at:

1-800-933-7444

You may also write to Insurors Indemnity Company at:

P.O. Box 2683
Waco, TX 76702-2683
Or
225 South Fifth Street
Waco, TX 76701

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax: 512-475-1771

Web: http://www.tdi.state.tx.us

E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Insurors Indemnity Company's para informacion o para someter una queja al

1-800-933-7444

Usted tanbien puede escribir a Insurors Indemnity Company:

P.O. Box 2683
Waco, TX 76702-2683
O
225 South Fifth Street
Waco, TX 76701

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: 512-475-1771

Web: http://www.tdi.state.tx.us

E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concemiente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto y esta dado para acatar con Section 2253.021 Government Code y Section 53.202, Property Code efectivo, Septiembre 1, 2001.

INSURORS INDEMNITY
Companies

POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY
Waco, Texas

KNOW ALL PERSONS BY THESE PRESENTS: **Number:** CNB-17087-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint Andy Alvarez of the City of McAllen, State of TX

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

Attest: _____
Tammy Tieperman, Secretary

By: _____
Thomas G. Chase, Jr, Chairman and CEO

State of Texas
County of McLennan

On the 22nd day of January, 2014, before me a Notary Public in the State of Texas, personally appeared Thomas G. Chase, Jr. and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as Chairman and Chief Executive Officer, and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.

SHERRI WHITEHOUSE
Notary Public
STATE OF TEXAS
My Comm. Exp. May 21, 2017

_____
Notary Public, State of Texas

Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on July 8, 2009:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on July 8, 2009, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this 24th day of February, 2014.

_____
Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 2683, WACO, TEXAS 76702-2683 OR EMAIL US AT CONFIRMATION@INSURORS.COM.

CERTIFICATE OF LIABILITY INSURANCE

3/18/2014

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 SHOWERY INSURANCE AGENCY 1321 Pecan Suite A McAllen, TX 78501	CONTACT NAME: JOSEPH SHOWERY PHONE (A/C, No, Ext): (956) 668-0212 FAX (A/C, No): (956) 668-0222 E-MAIL ADDRESS: AJS@showeryins.com
INSURED VANGUARD ENGINEERING GARCIA VICTOR 2201 NORTHGATE DR WESLACO, TX 78596 9565145086	INSURER(S) AFFORDING COVERAGE — NAIC# INSURER A: TEXAS ALL RISK GA INC INSURER B: FARMERS INSURANCE GROUP INSURER C: TEXAS MUTUAL INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	X		PAC7004907	10/24/13	10/24/14	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ EXCLUDED $ 2,000,000 $ EXCLUDED
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	X		605824241	03/19/14	03/19/15	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			SBP-0001266556	03/19/14	03/19/15	[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	CANCELLATION
HIDALGO COUNTY URBAN COUNTY PROGRAM 2812 S HIGHWAY BUS 281 EDINBURG, TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE A Shavery

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CONSTRUCTION CONTRACT

This Agreement entered into this **March 25, 2014** by and between Hidalgo County acting by and through Hidalgo County Urban County Program, hereinafter called the "OWNER", acting herein through its County Judge and **VG Vanguard Engineering, LLC (a corporation)** (a partnership) (an individual) of **Weslaco,** State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

PROJECT NAME:	2013 Texas Department of Agriculture Colonia Economically Distressed Areas Program (CEDAP) Contract No. 713005
PROJECT No.:	6543-68-6591-5000-6800-EGG
PROJECT DESCRIPTION:	First-time Rehabilitation: Single-unit sewer service, septic tank decommission and yard line connections within colonias located in the City of Alamo's extraterritorial jurisdiction: Campo Alto Subdivision, Guadalupe Phases 1-3, Val-Bar Estates, Rancho Escondido and Salazar Subdivision

heinafter called the project, for the sum of ($323,375.00) – three hundred twenty-three thousand three hundred seventy five dollars and zero cents and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by Quintanilla, Headley and Associates, Inc. and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within (240) Two hundred forty consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of ($300.00) Three hundred dollars and zero cents for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

_____
Name of Signatory
Name of Firm

Name of Firm: VG Vanguard Engineering, LLC

Address: 2201 Northgate Dr.
Weslaco, Tx 78596

Federal I.D./S.S.: 26-2162257

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

This instrument was acknowledged before me on this the ___ day of _____, 20_____,

by _____, _____ of and on behalf of _____.
(title) (a corporation) (a partnership) (an individual)

_____
Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

_____

_____
Diana R. Serna , Director
Urban County Program

APPROVED AS TO FORM
Atlas, Hall & Rodriguez
By: Stephen L. Crain
Date: July 12, 2012

AI-43637 **Texas Agri-Life Extension Serv. 15. A.**

CC REGULAR

Meeting Date: 03/25/2014

Submitted By: Nora Linda Cruz, TX. AGRILIFE EXT. SERVICES

Department: TX. AGRILIFE EXT. SERVICES

Information

CAPTION

Approval to process the following Texas A&M AgriLife Extension Service invoice as a claim with authority for County Treasurer to issue check after auditing procedures are completed by County Auditor.

Date	Vendor	Invoice#	Amount
1/3/14	TX A&M AgriLife Extension Service	A401242	$231.40

BACKGROUND

We accidentally ordered before purchase order was approved because we had the oportunity to get two computers with monitors without spending any money from our County funds and all we needed was the software, which was installed and shipped to us at no cost.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-461-00-380-001-0-XXX

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

BUDGETARY IMPACT:

Funds available through PO#703235 in the amount of $231.40 to Texas A&M AgriLife Extension

Attachments

Software Invoice

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/19/2014 09:02 AM
Glinda Pacheco	Glinda Pacheco	03/20/2014 12:59 PM
Purchasing Department	Monica Badillo	03/21/2014 04:46 PM

Form Started By: Nora Linda Cruz Started On: 03/17/2014 02:07 PM

Final Approval Date: 03/21/2014

Purchase Order
COUNTY OF HIDALGO

PO# 703235

DATE: 01/15/14

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 36471 REQ: 00249985

PHONE:

EMAIL:

SHIP TO: TEXAS A & M AGRILIFE EXTENSION SERVICE
410 N. 13TH AVE
EDINBURG TX 78541

TEXAS AGRILIFE EXTENSION CONF. SERVICE
07-259100-60005
2139 TAMU
COLLEGE STATION TX 77843-2139

CONTACT:

SITE: TEXAS A & M AGRILIFE EXTENSION SERVICE

SPECIAL INSTRUCTIONS:

VENDOR NOTES

1. Do not add to, or alter this Purchase Order. This Order is not renewable.
2. TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate.
3. This Order is also placed F.O.B. Destination. Vendor must repay all shipping costs.
4. Invoice each Purchase Order singly. Original invoices are required customer copy may be accepted. Out number must appear on all invoices, bills of lading, and packages.
5. Payment will be made only for bona fide and full completed orders, unless otherwise attached.

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
2.00	EACH	OM MS OFFICE PROFESSIONAL PLUS 2013 SOFTWARE LICENSE	51.20	102.40
2.00	EACH	OM ADOBE ACROBAT PROFESSIONAL V.XI SOFTWARE LICENSE	64.50	129.00
			TOTAL:	231.40

REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233

****
For Hidalgo County use only
4-1100-461-00-380-001-0-601 231.40

20880 – Software, Microcomputer (Not Otherwise Classified)
231.40 1-15-14

Authorized by: Martha L Salazar mlw

Texas A&M AgriLife Extension Service
Fiscal Office - Accounts Receivable
P.O. Box 10420
College Station, TX 77842
(979) 862-2245

TEXAS A&M AGRILIFE EXTENSION

A401242
INVOICE NO.

1/3/2014
DATE

Dated Before P.O. was Approved

INVOICE

BILL TO
Hidalgo County Extension Office 410 North 13th Avenue Edinburg, TX 78541

Invoice Received by: Brian Vasquez on 1/18/14
Goods/Services Received by: Norma Linda Cruz on 1/16/14

P.O. NO.	CONTACT PERSON	CUSTOMER ID	BILLING DEPT	PAST DUE AFTER
	Barbara Storz	0000000000303	COTG	2/2/2014

RECEIVED BY COUNTY AUDITOR 2014 FEB 3 AM 11 41

DESCRIPTION	SL	QTY	RATE	AMOUNT
MS Office Professional Plus 2013 software license	257400	2	51.20	102.40
Adobe Acrobat Professional v.XI software license	257400	2	64.50	129.00

APPROVED BY: Barbara Storz
DATE: 1/27/14

Acct.# 4-1100-461-00-380-001-0-4601 on unit cost less than 300!

1/15 PO# 703235

Ret. to Dept. P.O. Dated after inv. Date

State Vendor # 35555555552049 **Federal ID Number 74-6000537**	**Total**	**$231.40**

Ndf

Please return copy of invoice with payment.
Funds will be deposited into a local bank account.

IRS Form W-9 is printed on reverse side.

AI-43520 **Texas Agri-Life Extension Serv. 15. B.**

CC REGULAR

Meeting Date: 03/25/2014

Submitted By: Nora Linda Cruz, TX. AGRILIFE EXT. SERVICES

Department: TX. AGRILIFE EXT. SERVICES

Information

CAPTION

Texas A&M AgriLife Extension Service:

Presentation by Barbara Storz, County Coordinator and Dr. Ruben Saldana, District Administrator on 2013 Making A Difference Annual Report.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

Making A Difference

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/11/2014 01:37 PM
Glinda Pacheco	Glinda Pacheco	03/14/2014 08:45 AM
Purchasing Department	Monica Badillo	03/21/2014 04:46 PM

Form Started By: Nora Linda Cruz Started On: 03/10/2014 12:27 PM

Final Approval Date: 03/21/2014

TEXAS A&M AGRILIFE EXTENSION

Extension Education in Hidalgo County

Making a Difference

2013

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

AI-43606 **WIC 16. A.**

CC REGULAR

Meeting Date: 03/25/2014

Submitted For: Norma Longoria **Submitted By:** Margarita Gonzalez, WIC

Department: WIC

Information

CAPTION

1. Requesting approval to reimburse Norma Longoria in the amount of $49.99, for the purchase of small microwave oven for the WIC Mobile which needed replacement through Req. # 253689.

2. Requesting approval to reimburse Norma Longoria in the amount of $30.00, for the payment of IBCLC Care award application fee in the amount of $30.00 through Req. # 253689.

BACKGROUND

No checks or P.O. were accepted by the agency, Credit card was only means of payment for the IBCLC Care award application fee.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4.1292.441.00.350.001.4.811/607

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

BUDGETARY IMPACT:

Funds available through REQ# 253689 as of 3/19/2014.

4.1292.441.00.350.001.4.607-$49.99
4.1292.441.00.350.001.4.811- $30.00

Attachments

Sears Invoice
IBCLC Care Award

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/14/2014 03:10 PM
Obdett Calzada	Obdett Calzada	03/19/2014 09:20 AM
Purchasing Department	Monica Badillo	03/21/2014 04:46 PM

Form Started By: Margarita Gonzalez Started On: 03/14/2014 02:01 PM

Final Approval Date: 03/21/2014

SEARS
MCALLEN - OUTLET 01916
700 E EXPY 83 SUITE 200
MCALLEN, TX 78503-0000
956-682-4656

SALESCHECK # 019161017632

PURCHASER:
HIDALGO CTY WIC PROGRAM
ADDRESS:
3105 W UNIVERSITY DR
CITY/STATE: EDINBURG, TX
ZIP CODE: 78539
PHONE: 956-381-4646

EXPECTED DATE: 03/04/14

TRAN#	PG/STORE	REG#	ASSOC#
7632	10 01916	101	998732

MERCHANDISE HOLDING
CUSTOMER PICKUP

3020 10121 0.7 CUFT 7 SAL 49.99T
ITEM UNIQUE ID #: 15KFCF76
LEAVE IN CARTON

SUBTOTAL	49.99
TAX EXEMPT	.00
AMOUNT TENDERED	100.00
CHANGE DUE	50.01
CASH TOTAL	49.99

03/04/14

RC: 4629-6822-5749-0719-0619

PICKUP NUMBER
019161017632

Thank you for submitting your application.

Your credit card was charged **$30.00** on Thursday, March 6, 2014 at 4:21:29 PM CST.

You responded to this form on Thursday, 3/6/2014 4:21 PM (CT) as follows:

Agency Name: Hidalgo County WIC Program

Agency Street Address: 3105 W. University Dr.

Address Line 2:

City: Edinburg

State / Region / Province: Texas

Postal / Zip Code: 78539

Country: United States

Agency Website: www.co.hidalgo.tx.us

Number of hours of dedicated lactation support provided per week: 12hrs/week plus +5 one saturday/month

Number of IBCLCs Currently Hired: Two-Nine (2-9)

First: Diana

Last: Cardona

IBCLC ID Number: L-10623

First: Sandra

Last: Escamilla

Second IBCLC ID Number: L-19885

Describe how the agency/program/clinic/office promotes, protects and supports breastfeeding. (50-100 word limit) (REQUIRED CRITERIA): The aim of Baby Café is to create a relaxed, stylish setting where moms can come and learn about breastfeeding so that they can increase the duration of breastfeeding. The ultimate goal is to increase duration rate and decrease childhood obesity.

Beginning Date (MM/DD/YYYY): 10/03/2011

Type of Project: Hidalgo County WIC Baby Café and Edinburg Baby Café

Attach a File for the Description and Goals of the Project: award.doc

Attach a File of any Outcomes or Documentation of the Project: Baby Cafe 2012-2014.doc

Attach a File of Evidence of the Project (brochures, newsletter, flyers, etc.): Baby Cafe Brochure2014.pdf

Website for this Project (optional): http://www.co.hidalgo.tx.us/index.aspx?NID=1271

Does your agency provide any breastfeeding training?: Yes

"IBCLC Care Award - Pay by Credit Card" Form Receipt

Thursday, 3/6/2014 4:21 PM

Thank you for submitting your application.

Agency Name: Hidalgo County WIC Program

Agency Street Address: 3105 W. University Dr.

Address Line 2:

City: Edinburg

State / Region / Province: Texas

Postal / Zip Code: 78539

Country: United States

Agency Website: www.co.hidalgo.tx.us

Number of hours of dedicated lactation support provided per week: 12hrs/week plus +5 one saturday/month

Number of IBCLCs Currently Hired: Two-Nine (2-9)

First: Diana

Last: Cardona

IBCLC ID Number: L-10623

First: Sandra

Last: Escamilla

Second IBCLC ID Number: L-19885

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Beginning Date (MM/DD/YYYY): 10/03/2011

Type of Project: Hidalgo County WIC Baby Café and Edinburg Baby Café

Attach a File for the Description and Goals of the Project: award.doc

Attach a File of any Outcomes or Documentation of the Project: Baby Cafe 2012-2014.doc

Attach a File of Evidence of the Project (brochures, newsletter, flyers, etc.): Baby Cafe Brochure2014.pdf

Website for this Project (optional): http://www.co.hidalgo.tx.us/index.aspx?NID=1271

Does your agency provide any breastfeeding training?: Yes

If so, please describe the training.: Department of State Health Services provides the following trainings: Principles of Lactation Management Lactation Counseling and Problem Solving Breastfeeding Management Breastfeeding the Compromised Infant

If so, how often?: March, June, Sept, Dec Days of training

Is your agency designated as Baby-Friendly?: No

If 'Yes', when did your agency obtain the designation? (MM/DD/YYYY):

Description of your agency's last project for Baby-Friendly. (Must be between 2 - 200 words):

First: Norma

Last: Longoria

Your Email Address: norma.longoria@wic.co.hidalgo.tx.us

Secondary Email Address (optional): diana.cardona@wic.co.hidalgo.tx.us

Your Phone Number: 956-381-4646

Are you an Administrator or Supervisor at this agency?: Yes

Marketing Personnel's Name:

Marketing Personnel Email:

Check the box below: I agree to the Terms of Use

First: Norma

Last: Longoria

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If so, please describe the training.: Department of State Health Services provides the following trainings: Principles of Lactation Management Lactation Counseling and Problem Solving Breastfeeding Management Breastfeeding the Compromised Infant

If so, how often?: March, June, Sept, Dec Days of training

Is your agency designated as Baby-Friendly?: No

If "Yes", when did your agency obtain the designation? (MM/DD/YYYY):

Description of your agency's last project for Baby-Friendly. (Must be between 2 - 200 words):

First: Norma

Last: Longoria

Your Email Address: norma.longoria@wic.co.hidalgo.tx.us

Secondary Email Address (optional): diana.cardona@wic.co.hidalgo.tx.us

Your Phone Number: 956-381-4646

Are you an Administrator or Supervisor at this agency?: Yes

Marketing Personnel's Name:

Marketing Personnel Email:

Check the box below: I agree to the Terms of Use

First: Norma

Last: Longoria

Please include me in ILCA's email list.: No

Price: 1

Total: $30.00

Response ID: 1901

Invoice Number: 88368

Credit Card Processed: Norma Linda Longoria, Visa **********7084 for amount $30.00. VeriSign PayFlow Details -- Reference Number: VPEPA7B2FDA1, Authorization Code: 025125

Display Printable Receipt

Click here to continue.

ILCA · 2501 Aerial Center Parkway · Suite 103 · Morrisville, NC 27560 · USA · Email: info@ilca.org · Phone: 919-861-5577 · Fax: 919-459-2075

Please include me in ILCA's email list.: No

Price: 1

Total: $30.00

Response ID: 1901

Invoice Number: 88368

Credit Card Processed: Norma Linda Longoria, Visa **********7084 for amount $30.00. VeriSign PayFlow Details -- Reference Number: VPEPA7B2FDA1, Authorization Code: 025125

Click here to continue.

AI-43647 **WIC 16. B.**

CC REGULAR

Meeting Date: 03/25/2014

Submitted For: Norma Longoria **Submitted By:** Margarita Gonzalez, WIC

Department: WIC

Information

CAPTION

WIC (1292):
1. Approval of Amended WIC Contract # 2014-045054-001A between Hidalgo County Health and Human Services WIC Program and The Department of State Health Services (DSHS) to extend the contract period thru September 30,2014.
2. Authorization for the County Judge to sign amended WIC contract(s) 2014-045054-001A.

BACKGROUND

Budget represents initial funding from Texas Department of State Health Services.

No County Match- State Funds.

4.1292.441.00.350.001.4.xxx - WIC
4.1292.441.00.350.002.4.xxx - BF
4.1292.441.00.350.012.4.xxx - R.D.
4.1292.441.00.350.013.4.xxx - Lactation
4.1292.441.00.350.015.4.xxx - Mini Obesity

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4.1292.441.00.350.0XX.4.xxx

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

BUDGETARY IMPACT:

Acceptance of award and continuation provision of WIC grant contract was approved on 3/18/14 AI-43410 pending receipt of amended grant contract. Commissioners Court will be approving amended grant contract through this agenda item in order for county judge to sign amended contract.

Funds appropriated on 03/18/14.

Attachments

Letter of Amendment 2014
WIC Amendment 2014

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/19/2014 09:17 AM
Manuel Chapa	Manuel Chapa	03/20/2014 10:26 AM
Rosalinda Cantu	Rosie Cantu	03/21/2014 03:19 PM
Purchasing Department	Monica Badillo	03/21/2014 04:46 PM

Form Started By: Margarita Gonzalez Started On: 03/18/2014 01:19 PM

Final Approval Date: 03/21/2014

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

DAVID L. LAKEY, M.D.
COMMISSIONER

1100 West 49th Street • Austin, Texas 78756
P.O. Box 149347 • Austin, Texas 78714-9347
1-888-963-7111 • www.dshs.state.tx.us
TDD: 1-800-735-2989

Letter of Amendment

February 28, 2014

Ms. Norma L. Longoria, WIC Director
LA #12, Hidalgo County
Health and Human Services
3105 West University Drive
Edinburg, TX 78539

Dear Ms. Longoria:

An amendment to your FY 2014 WIC contract, extending the effective dates from October 1, 2013 through September 30, 2014, is being prepared currently. This letter is a notification of additional funding that will be added to your contract to support the extension. A formal contract amendment will be sent to your agency confirming this. **The funds will not be available until this signed amendment has been returned to this office.**

Effective April 1, 2014 your agency's new per participant rate will be $11.40. To help with your agency's budgeting, the following table is provided that outlines the increased funding and total contract "not-to-exceed" amounts for the period of October 1, 2013 through September 30, 2014:

Project	Project Contact	Current Award Amount	Amended Amount	Revised Project Total
WIC Funding	Benny Jasso benny.jasso@dshs.state.tx.us (512) 341-4573	$5,175,932.00	$5,224,478.00	$10,400,410.00
Peer Counselor	Kristina Arrieta kristina.arrieta@dshs.state.tx.us (512) 341-4593	$342,166.00	$342,166.00	$684,332.00
Registered Dietitian	Angela Gil angela.gil@dshs.state.tx.us (512) 341-4590	$23,000.00	$30,000.00	$53,000.00
Obesity Prevention	Angela Gil angela.gil@dshs.state.tx.us (512) 341-4590	$10,00.00	$10,000.00	$20,000.00
Lactation Services	Lindsey Randall Lindsey.randall@dshs.state.tx.us (512) 341-4594	$31,250.00	$30,000.00	$61,250.00
Revised Total Contract "Not to Exceed" Amount				**$11,218,992.00**

Please note that contract language stipulates that your reimbursement is "based upon the sum of the participants who actually receive food instruments each month plus infants who do not receive any food instruments whose breastfeeding mothers were participants to the extent that the total so derived does not exceed Contractor's total assigned caseload within any given month."

Funds are awarded with the understanding that any procurements using these funds will be in compliance with the Uniform Grant Management Standards (UGMS), WIC policies and 7 CFR Part 3016. **This letter is approval for funding only. It does not relieve the agency from seeking additional approvals as required by WIC Policy**.

In order for the State Agency to track these expenditures, please bill for each of these projects on separate *State of Texas Purchase Vouchers (B-13)*. To capture all special project expenditures, continue to bill on a separate voucher once you exceed the allocation amount listed above. Any amount over your allocation will be charged appropriately to your regular funding.

For questions regarding funding decisions, please contact Benny Jasso, Local Agency Operations Coordinator, Nutrition Education/Clinic Services Unit, at (512) 341-4573, or benny.jasso@dshs.state.tx.us. For questions regarding purchase requests, please contact Alisin Genfan, Contract Development and Support Branch, at (512) 776-3156 or alisin.genfan@dshs.state.tx.us.

Sincerely,

for Lindsay Rodgers, Director
Nutrition Services Section

AG:klr

DEPARTMENT OF STATE HEALTH SERVICES

Amendment

The Department of State Health Services (DSHS) and HIDALGO COUNTY HEALTH AND HUMAN SERVICES WIC PROGRAM (Contractor) agree to amend Program Attachment # 001 (Program Attachment) to Contract # 2014-045054 (Contract) in accordance with this Amendment No. 001A: NSS/WIC LOCAL AGENCY, effective 03/03/2014.

The purpose of this amendment is to extend contract period from 3/31/14 to 9/30/2014, revise paragraph M in Section I and the administrative rate in Section VIII, and increase funding.

Therefore, DSHS and Contractor agree as follows:

Change Program Attachment Number as follows:

PROGRAM ATTACHMENT NO. ~~001~~ 001A

Contract Term Date is revised to read as follows:

TERM: 10/01/2013 THRU: ~~03/31/2014~~ 09/30/2014

SECTION I. STATEMENT OF WORK, first paragraph, sub-paragraph M, is replaced with the following:

M. Permit DSHS or its agent to install a Very Small Aperture Terminal (VSAT) or equivalent telecommunications equipment at all Contractor WIC clinics and administrative offices using Texas-WIN software on a network or stand alone personal computer. Installation at all Contractor permanent WIC sites is required. VSAT or other telecommunications equipment installations for new sites or sites moving from one location to another requires a minimum of ~~45~~ 60 days notice.

SECTION VIII. SPECIAL PROVISIONS, General Provisions, Payment Methods and Restrictions Article, Section 4.01, Payment Methods, first paragraph under the heading PARTICIPANTS SERVED PER MONTH MAXIMUM REIMBURSEMENT, is revised as follows:

During the term of the Program Attachment, Contractor shall earn administrative funds at the rate of ~~$11.16~~ $11.40 for each participant served as defined above.

SECTION VII. BUDGET, is revised as follows:

SOURCE OF FUNDS: CFDA # 10.557.001; 10.557.013

DUNS NUMBER: 103110834

All categories of costs billed to DSHS WIC Program, and allocation of such costs, shall be in accordance with the "Plan to Allocate Direct Costs" (PADC) submitted by Contractor and approved by the DSHS WIC Program. This document is incorporated herein by reference and made a part of this Program Attachment.

Total reimbursements will not exceed ~~$5,582,348.00~~ $11,218,992.00.

All other terms and conditions not hereby amended are to remain in full force and effect. In the event of a conflict between the terms of this contract and the terms of this Amendment, this Amendment shall control.

Department of State Health Services

Signature of Authorized Official

Date: _____

David L. Lakey, M.D.

Commissioner

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

512.458.7375

david.lakey@dshs.state.tx.us

Contractor

Signature of Authorized Official

Date: _____

Name: Ramon Garcia

Title: Hidalgo County Judge

Address: 302 W. University Drive
Edinburg, Texas 78539

Phone: (956)318-2600

Email: norma.longoria@wic.co.hidalgo.tx.us

AI-43609 **Auditor's Office 17. A.**

CC REGULAR

Meeting Date: 03/25/2014

Submitted By: Maria Medina, AUDITOR'S OFFICE

Department: AUDITOR'S OFFICE

Information

CAPTION

Requesting approval to submit the "Pro Rata Tobacco Settlement Distribution County Expenditure Statement - 2014" to the Department of State Health Services, and authorize County Judge to execute the report.

BACKGROUND

Attachments

report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/14/2014 02:51 PM
Glinda Pacheco	Glinda Pacheco	03/21/2014 12:44 PM
Purchasing Department	Monica Badillo	03/21/2014 04:46 PM

Form Started By: Maria Medina Started On: 03/14/2014 02:22 PM

Final Approval Date: 03/21/2014

Pro Rata Tobacco Settlement Distribution

County Expenditure Statement - 2014

Ray Eufracio, CPA
County Auditor

Table of Contents

A. Pro Rata Tobacco Settlement Distribution County Expenditures Statement – 2014

B. Unreimbursed Jail Health Care (Base numbers for expenditure category B)

C. Additional Unreimbursed Personal Health Care Services Provided to the General Public (Base numbers for expenditure category C)

D. Certifications

A. PRO RATA TOBACCO SETTLEMENT DISTRIBUTION COUNTY EXPENDITURE STATEMENT – 2014

TOTAL ALLOWABLE EXPENDITURES = $19,644,605.70

PRO RATA TOBACCO SETTLEMENT DISTRIBUTION
COUNTY EXPENDITURE STATEMENT - 2014

Name of County: Hidalgo County, Texas

Provide the **calendar year 2013 unreimbursed health care expenditures** for your county within the categories designated below. The Agreement Regarding Disposition of Settlement Proceeds states that these expenditures shall be calculated as follows:

> " The total annual unreimbursed health care expenditures for a county not wholly located within hospital district are defined as all unreimbursed amounts, including unreimbursed jail health care, expended by such county for health care services to the general public during that year plus 15% of the total." * **NOTE:** General administrative and overhead cost of the county, not directly related to the provision of health care services, are accounted for by multiplying Total Expenditures Claimed by x 1.15.

Allowable Expenditure Categories

A. County indigent health care services:	$ 1,375,090.62
B. [1]Unreimbursed jail health care:	$ 1,681,551.82
C. [2]Additional unreimbursed personal health Care services provided to the general public: (Use Category C Expenditure Worksheet to calculate amount.)	$ 14,025,623.39
D. [3]Other allowable expenditures: (This category should **ONLY** be completed if the *Non-Hospital District Public Hospital Expenditure Statement* regarding the sale or lease of a public health care facility applies. If applicable, insert the total from page 2 of the foregoing form in this category.)	-
Total allowable expenditures for 2013: (Categories A+B+C+D)	$ 17,082,265.83
X 1.15=	$ 19,644,605.70

(Amount claimed by county for *pro rata* distribution in 2013)

Pub. No. F29-12280
Revised 11/2013

COUNTY EXPENDITURE STATEMENT - 2014
Total Allowable Expenditures:(Expenditure Categories A+B+C+D)

(1) Health care clinic, laboratory, and case management services.	$	928,813.64
(2) Dental care services	$	9,277.58
(3) Outreach and prevention efforts related to tobacco use, including but not limited to media campaigns, education, counseling, and production and distribution of promotional literature.	$	-
(4)Other health care outreach and prevention efforts, including but not limited to media campaigns, education, counseling, and production and distribution of promotional literature. Typical target areas for these efforts include health hazards affecting the general public.	$	148,403.70
(5) Medical transportation	$	64,324.25
(6) Behavioral or psychiatric health care services	$	934,228.00
(7) Capital expenditures for health care services	$	-
(7a) Employee salary and benefits to the extent the employees is engaged in patient health care or other health care services.	$	1,095,312.72
(8) Overhead costs for a health care facility	$	5,523,718.45
(9) Emergency medical services	$	890.34
(10) Medical supplies or equipment used for the provision of health careservices to the general public.	$	377,297.15
(11) Other services provided by the county which are also within the scope of services that hospital districts are authorized by law to provide.These will typically be diagnostic and treatment services. UPL monies provided to hospitals to provide indigent services.	$	8,000,000.00
Total	$	17,082,265.83

Tobacco Settlement Distribution Proceeds Program	Indigent Health	Medical Supplement Program	Health Department	Sheriff's Department	Juvenile Probation	Tropical Texas Center	The Easter Seals Society	Children's Advocacy Center of Hidalgo County, Inc	Texas AgriLife Cooperative Extension	YEAR 2013 TOTALS
(1) Health care screening, laboratory, and health care case management services.	$ 163,811.79		$ 103,252.27	$ 228,022.99	$ 396,463.34	$ -	$ -	$ 37,263.25	$ -	$ 928,813.64
(2) Oral/dental health care services.			$ -	$ 636.54	$ 8,641.04	$ -	$ -	$ -	$ -	$ 9,277.58
(3) related to tobacco use, including but not limited to media campaigns, education, counseling, and production and distribution of promotional literature.	$ -		$ -	$ -	$ -	$ -	$ -	$ -		$ -
(4) Other health care outreach and prevention efforts, including but not limited to media campaigns, education, counseling, and production and distribution of promotional literature. Typical target areas for these efforts include health hazards affecting the general public.	$ -			$ -	$ -	$ -	$ -	$ -	$ 148,403.70	$ 148,403.70
(5) Medical transportation, including transportation to and from medical appointments.	$ -		$ -	$ 64,324.25	$ -	$ -	$ -	$ -	$ -	$ 64,324.25
(6) Behavioral health care services.	$ -		$ -	$ 68,205.00	$ -	$ 866,023.00	$ -	$ -	$ -	$ 934,228.00
(7) Capital expenditures for direct health care services, such as construction of ambulance facilities or clinics.	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
(7a) Employee salary and benefits to the extent the employees is engaged in patient health care or other health care services.				$ 1,095,312.72				$ -		$ 1,095,312.72
(8) Overhead costs for a health care facility.	$ 1,211,278.83		$ 4,028,195.30	$ 13,696.62	$ 249,508.43	$ -	$ 21,039.27	$ -	$ -	$ 5,523,718.45
(9) Emergency medical services.	$ -		$ -	$ 890.34	$ -	$ -	$ -	$ -	$ -	$ 890.34
(10) Medical supplies or equipment used for the provision of health care services to the general	$ -		$ 90,025.58	$ 210,463.36	$ 76,808.21	$ -	$ -	$ -	$ -	$ 377,297.15
(11) Other services provided by the county which are also within the scope of services that hospital districts are authorized by law to provide. These will typically be diagnostic and treatment services for individuals.	$ -	$ 8,000,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,000,000.00
TOTALS	$ 1,375,090.62	$ 8,000,000.00	$ 4,221,473.15	$ 1,681,551.82	$ 731,421.02	$ 866,023.00	$ 21,039.27	$ 37,263.25	$ 148,403.70	$ 17,082,265.83

B. UNREIMBURSED JAIL HEALTH CARE = $ 1,681,551.82

(Base numbers for expenditure category B)

Unreimbursed jail health care expenditures were based on itemized health care expenditures for prisoners over the entire year, subtracting any reimbursement received from entities outside our political subdivision to cover health care expenditures for individual prisoners.

Category B Expenditure Worksheet

(1) Health care clinic, laboratory, and case management services.		$ 228,022.99
(2) Dental care services		$ 636.54
(3) Outreach and prevention efforts related to tobacco use, including but not limited to media campaign, education, counseling, and production and distribution of promotional literature.		$ -
(4) Outreach and prevention efforts related to tobacco use, including but not limited to media campaign, education, counseling, and production and distribution of promotional literature. Typical target areas for these efforts include health h		$ -
(5) Medical transportation		$ 64,324.25
(6) Behavioral or psychiatric health care services		$ 68,205.00
(7) Capital expenditures for health care services		$ -
(7a) Employee salary and benefits to the extent the employees is engaged in patient health care or other health care		$ 1,095,312.72
(8) Overhead costs for a health care facility		$ 13,696.62
(9) Emergency medical services		$ 890.34
(10) Medical supplies or equipment used for the provision of health careservices to the general public		$ 210,463.36
(11) Other services provided by the county which are also within the scope of services that hospital districts are authorized by law to provide.These will typically be diagnostic and treatment services. (Describe below)		$ -
Total Expenditures for Sheriff's Department		$ 1,681,551.82

C. ADDITIONAL UNREIMBURSED PERSONAL HEALTH CARE SERVICES PROVIDED TO THE GENERAL PUBLIC

$14,025,623.39

Category C Expenditures Worksheet

On the appropriate line below, enter the base numbers for your county's additional unreimbursed personal health care services provided to the general public during calender year 2013. Any unreimbursed expenditures that you made from a trust fund or reserve account for the provision of health care services may also be included below.

(1) Health care clinic, laboratory, and case management services.		$ 536,978.86
(2) Dental care services		$ 8,641.04
(3) Outreach and prevention efforts related to tobacco use, including but not limited to media campaign, education, counseling, and production and distribution of promotional literature.		$ -
(4) Other health care outreach and prevention efforts, including but not limited to media campaign, education, counseling, and production and distribution of promotional literature. Typical target areas for these efforts include health hazards affecting the general public.		$ 148,403.70
(5) Medical transportation		$ -
(6) Behavioral or psychiatric health care services		$ 866,023.00
(7) Capital expenditures for health care services		$ -
(8) Overhead costs for a health care facility		$ 4,298,743.00
(9) Emergency medical services		$ -
(10) Medical supplies or equipment used for the provision of health care services to the general public.		$ 166,833.79
(11) Other services provided by the county which are also within the scope of services that hospital districts are authorized by law to provide.These will typically be diagnostic and treatment services. (Describe below) Payments made to Medical Supplemental Program.		$ 8,000,000.00
TOTAL FOR CATEGORY C		$ 14,025,623.39

(Transfer this amount to Category C on Page 1)

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Revised 11/2013

Tobacco Settlement Distribution Proceeds Program
County Expenditure Statement 2014
Additional Unreimbursed Personal Health Care
Services Provided To The General Public

	Health Department	Medical Supplemental Program	Juvenile Probation	Tropical Texas Center	The Easter Seals Society	Children's Advocacy Center of Hidalgo County, Inc	Texas AgriLife Cooperative Extension	YEAR 2013 TOTALS
(1) Health care screening, laboratory, and health care case management services.	$ 103,252.27	$ -	$ 396,463.34	$ -	$ -	$ 37,263.25		$ 536,978.86
(2) Oral/dental health care services.	$ -	$ -	$ 8,641.04	$ -	$ -	$ -		$ 8,641.04
(3) Outreach and prevention efforts related to tobacco use, including but not limited to media campaigns, education, counseling, and production and distribution of promotional literature.	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
(4) Other health care outreach and prevention efforts, including but not limited to media campaigns, education, counseling, and production and distribution of promotional literature. Typical target areas for these efforts include health hazards affecting the general public.	$ -	$ -	$ -	$ -	$ -	$ -	$ 148,403.70	$ 148,403.70
(5) Medical transportation, including transportation to and from medical appointments.	$ -	$ -	$ -	$ -	$ -	$ -		$ -
(6) Behavioral health care services.	$ -	$ -	$ -	$ 866,023.00	$ -	$ -		$ 866,023.00
(7) Capital expenditures for direct health care services, such as construction of ambulance facilities or clinics.	$ -	$ -	$ -	$ -	$ -	$ -		$ -
(8) Overhead costs for a health care facility.	$ 4,028,195.30	$ -	$ 249,508.43	$ -	$ 21,039.27	$ -		$ 4,298,743.00
(9) Emergency medical services.	$ -	$ -	$ -	$ -	$ -	$ -		$ -
(10) Medical supplies or equipment used for the provision of health care services to the general public.	$ 90,025.58	$ -	$ 76,808.21	$ -	$ -	$ -		$ 166,833.79
(11) Other services provided by the county which are also within the scope of services that hospital districts are authorized by law to provide. These will typically be diagnostic and treatment services for individuals.	$ -	$ 8,000,000.00	$ -	$ -	$ -	$ -		$ 8,000,000.00
TOTALS	$ 4,221,473.15	$ 8,000,000.00	$ 731,421.02	$ 866,023.00	$ 21,039.27	$ 37,263.25	$ 148,403.70	$ 14,025,623.39

D. CERTIFICATIONS

County Judge

County Auditor

Human Services/Indigent Health

Sheriff's Department

Health Department

Juvenile Probation

Tropical Texas Center

Easter Seal Society

Children's Advocacy Center of Hidalgo County, Inc.

Texas Cooperative Extension

The deadline for submission of this form to the Texas Department of State Health Services (DSHS) is March 31, 2014. The target date for payment by the Comptroller of Public Accounts to the political subdivisions, based on this information, is no later than April 30, 2014.

The information submitted on this form is subject to audit by the State of Texas. If ineligible expenditures are identified through an audit following payment to a political subdivision, the ineligible amount may be deducted from the subsequent year's payment to that political subdivision.

This is to certify that the above expenditures are eligible for pro rata payment in accordance with the Agreement Regarding Disposition of Settlement Proceeds between the State of Texas and American Tobacco Company, et al.

Name of County: Hidalgo County

Name of Certifying Officer: Ramon Garcia

Certifying Officer's Title: Hidalgo County Judge

Certifying Officer's Signature/Date: _____

Telephone Number: (956) 318-2600 Email: countyjudge@co.hidalgo.tx.us

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If you chose to have your completed signed expenditure statement (1) hand delivered, (2) faxed, or (3) emailed to DSHS, **it must be received no later than 5:00 p.m., March 31, 2014**. If you elect to mail or ship (via a commercial mail service) your completed signed expenditure statement, **the postmark must reflect a date no later than midnight, March 31, 2014**. STATEMENTS THAT DO NOT INCLUDE A SIGNATURE WILL NOT BE ACCEPTED. Statements should be addressed to:

Texas Department of State Health Services
Funds Coordination & Management
Attn: Anne Stokey, MC 4501, Rm. T-511
1100 W 49th Street, Austin, TX 78756
PO Box 149347, Austin, Texas 78714-9347

You may direct any questions to Ms. Stokey at the above address or by telephone, fax, or email as follows:

Telephone Number: 512.776.2591
Fax: 512.776.7774
Email: DSHSTobacco@dshs.state.tx.us

DSHS WILL ACKNOWLEDGE IN WRITING THE RECEIPT OF ALL COMPLETED SIGNED EXPENDITURE STATEMENTS

Pro Rata Tobacco Settlement Distribution
***County Expenditure Statement* – 2014**

The deadline for submission of this form to the Texas Department of State Health Services (DSHS) is March 31, 2014. The target date for payment by the Comptroller of Public Accounts to the political subdivisions, based on this information, is no later than April 30, 2014.

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This is to certify that the above expenditures are eligible for pro rata payment in accordance with the Agreement Regarding Disposition of Settlement Proceeds between the State of Texas and American Tobacco Company, et al.

Name of County: Hidalgo County

Name of Certifying Officer: Ray Eufracio, CPA

Certifying Officer's Title: County Auditor

Certifying Officer's Signature/Date:

Telephone Number: (956) 318-2511 Email: rayeufracio@auditor.co.hidalgo.tx.us.

If you chose to have your completed signed expenditure statement (1) hand delivered, (2) faxed, or (3) emailed to DSHS, **it must be received no later than 5:00 p.m., March 31, 2014**. If you elect to mail or ship (via a commercial mail service) your completed signed expenditure statement, **the postmark must reflect a date no later than midnight, March 31, 2014**. STATEMENTS THAT DO NOT INCLUDE A SIGNATURE WILL NOT BE ACCEPTED. Statements should be addressed to:

Texas Department of State Health Services
Funds Coordination & Management
Attn: Anne Stokey, MC 4501, Rm. T-511
1100 W 49th Street, Austin, TX 78756
PO Box 149347, Austin, Texas 78714-9347

You may direct any questions to Ms. Stokey at the above address or by telephone, fax, or email as follows:

Telephone Number: 512.776.2591
Fax: 512.776.7774
Email: DSHSTobacco@dshs.state.tx.us

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Name of County: HIDALGO

Name of Certifying Officer: EDDIE OLIVAREZ

Certifying Officer's Title: CHIEF ADMINISTRATIVE OFFICER

Certifying Officer's Signature/Date: _____ 2-21-2014

Telephone Number: (956) 383-6221 Email: eddie.olivarez@hchd.org

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If you chose to have your completed signed expenditure statement (1) hand delivered, (2) faxed, or (3) emailed to DSHS, **it must be received no later than 5:00 p.m., March 31, 2014**. If you elect to mail or ship (via a commercial mail service) your completed signed expenditure statement, **the postmark must reflect a date no later than midnight, March 31, 2014**. STATEMENTS THAT DO NOT INCLUDE A SIGNATURE WILL NOT BE ACCEPTED. Statements should be addressed to:

Texas Department of State Health Services
Funds Coordination & Management
Attn: Anne Stokey, MC 4501, Rm. T-511
1100 W 49th Street, Austin, TX 78756
PO Box 149347, Austin, Texas 78714-9347

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Telephone Number: 512.776.2591
Fax: 512.776.7774
Email: DSHSTobacco@dshs.state.tx.us

DSHS WILL ACKNOWLEDGE IN WRITING THE RECEIPT OF ALL COMPLETED SIGNED EXPENDITURE STATEMENTS

Pub. No. F29-12280
Revised 11/2013

Pro Rata Tobacco Settlement Distribution
County Expenditure Statement – 2014

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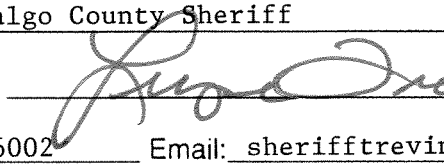
Name of County: Hidalgo

Name of Certifying Officer: Guadalupe "Lupe" Trevino

Certifying Officer's Title: Hidalgo County Sheriff

Certifying Officer's Signature/Date:  02/28/14

Telephone Number: (956) 393-6002 Email: sherifftrevino@hidalgoso.org

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If you chose to have your completed signed expenditure statement (1) hand delivered, (2) faxed, or (3) emailed to DSHS, **it must be received no later than 5:00 p.m., March 31, 2014.** If you elect to mail or ship (via a commercial mail service) your completed signed expenditure statement, **the postmark must reflect a date no later than midnight, March 31, 2014.** STATEMENTS THAT DO NOT INCLUDE A SIGNATURE WILL NOT BE ACCEPTED. Statements should be addressed to:

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1100 W 49th Street, Austin, TX 78756
PO Box 149347, Austin, Texas 78714-9347

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Fax: 512.776.7774
Email: DSHSTobacco@dshs.state.tx.us

DSHS WILL ACKNOWLEDGE IN WRITING THE RECEIPT OF ALL COMPLETED SIGNED EXPENDITURE STATEMENTS

RECEIVED BY
COUNTY AUDITOR
2014 MAR 3 PM 2 41

Pro Rata Tobacco Settlement Distribution
County Expenditure Statement – 2014

RECEIVED BY
COUNTY AUDITOR
2014 MAR 18 PM 4:24

The deadline for submission of this form to the Texas Department of State Health Services (DSHS) is March 31, 2014. The target date for payment by the Comptroller of Public Accounts to the political subdivisions, based on this information, is no later than April 30, 2014.

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Name of County: Hidalgo County

Name of Certifying Officer: Eduardo Olivarez

Certifying Officer's Title: Chief Administrative Officer

Certifying Officer's Signature/Date: _____

Telephone Number: (956) 383-6221 Email: eddie.olivarez@hchd.org

---

If you chose to have your completed signed expenditure statement (1) hand delivered, (2) faxed, or (3) emailed to DSHS, **it must be received no later than 5:00 p.m., March 31, 2014**. If you elect to mail or ship (via a commercial mail service) your completed signed expenditure statement, **the postmark must reflect a date no later than midnight, March 31, 2014**. STATEMENTS THAT DO NOT INCLUDE A SIGNATURE WILL NOT BE ACCEPTED. Statements should be addressed to:

Texas Department of State Health Services
Funds Coordination & Management
Attn: Anne Stokey, MC 4501, Rm. T-511
1100 W 49th Street, Austin, TX 78756
PO Box 149347, Austin, Texas 78714-9347

You may direct any questions to Ms. Stokey at the above address or by telephone, fax, or email as follows:

Telephone Number: 512.776.2591
Fax: 512.776.7774
Email: DSHSTobacco@dshs.state.tx.us

DSHS WILL ACKNOWLEDGE IN WRITING THE RECEIPT OF ALL COMPLETED SIGNED EXPENDITURE STATEMENTS

The deadline for submission of this form to the Texas Department of State Health Services (DSHS) is March 31, 2014. The target date for payment by the Comptroller of Public Accounts to the political subdivisions, based on this information, is no later than April 30, 2014.

The information submitted on this form is subject to audit by the State of Texas. If ineligible expenditures are identified through an audit following payment to a political subdivision, the ineligible amount may be deducted from the subsequent year's payment to that political subdivision.

This is to certify that the above expenditures are eligible for pro rata payment in accordance with the Agreement Regarding Disposition of Settlement Proceeds between the State of Texas and American Tobacco Company, et al.

Name of County: Hidalgo County

Name of Certifying Officer: Israel "Buddy" Silva, Jr.

Certifying Officer's Title: Director/Chief Juvenile Probation Officer

Certifying Officer's Signature/Date: _____

Telephone Number: (956) 587-6200 Email: buddy.silva@jpd.co.hidalgo.tx.us

---

If you chose to have your completed signed expenditure statement (1) hand delivered, (2) faxed, or (3) emailed to DSHS, **it must be received no later than 5:00 p.m., March 31, 2014**. If you elect to mail or ship (via a commercial mail service) your completed signed expenditure statement, **the postmark must reflect a date no later than midnight, March 31, 2014**. STATEMENTS THAT DO NOT INCLUDE A SIGNATURE WILL NOT BE ACCEPTED. Statements should be addressed to:

Texas Department of State Health Services
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Attn: Anne Stokey, MC 4501, Rm. T-511
1100 W 49th Street, Austin, TX 78756
PO Box 149347, Austin, Texas 78714-9347

You may direct any questions to Ms. Stokey at the above address or by telephone, fax, or email as follows:

Telephone Number: 512.776.2591
Fax: 512.776.7774
Email: DSHSTobacco@dshs.state.tx.us

DSHS WILL ACKNOWLEDGE IN WRITING THE RECEIPT OF ALL COMPLETED SIGNED EXPENDITURE STATEMENTS

TROPICAL
TEXAS BEHAVIORAL HEALTH
P.O. Drawer 1108 • 1901 South 24th Avenue
Edinburg, Texas 78540
(956) 289-7000

CERTIFICATION

This is to certify that Tropical Texas Behavioral Health, located at 1901 S. 24th Ave., Edinburg, Texas 78539 received $866,023 from Hidalgo County for health care expenditures. All funds stated above were disbursed during the calendar year ended December 31, 2013.

We served a total of 8,394 persons during the year ended December 31, 2013. Supporting documentation is attached.

W. Terry Crocker
Chief Executive Officer

1/22/14
(Date)

Patricia Garza
Chairperson of the Board

1/22/14
(Date)

Attest:

Oscar Rodriguez
Secretary

1/24/14
(Date)

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DISABILITY SERVICES

Creating solutions, changing lives.

Helping people with disabilities gain greater independence

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Harlingen, TX 78550
(956) 423-9171 • Fax (956) 423-7457

www.easterseals-rgv.org

BOARD OF DIRECTORS

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President-Elect
Valorie Glass

Vice President
Fred Kurth

Treasurer
Tracy Twenhafel

Secretary
Barbara Guerra

PAST PRESIDENT
Rebbeca H. Garcia

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Veronica Gonzales

Beatriz Tapia, M.D.

Linda Tovar

E. Linda Villarreal, M.D.

Lupe Zuniga

MEDICAL DIRECTOR

Hiram Tavárez, M.D.

EXECUTIVE DIRECTOR

Patricia Rosenlund

The Easter Seal Society

CERTIFICATION

This is to certify that Hidalgo County pays the electricity expenses for The Easter Seal Society located at 1217 W. Houston Ave., McAllen, Texas 78501. The County paid $ 21,039.27 for electricity for the year ended December 31, 2013. The facility is used to provide health care services for disabled children. The County pays the electricity expense directly to Reliant Energy Solutions.

We served 2,040 children during the year ended December 31, 2013. Supporting documentation is attached.

Patricia Rosenlund
(Signature)

PATRICIA ROSENLUND
(Print Name/Title)

3-21-14
(Date)

956 631-9171
(Phone No.)

Attest:

David H. Elizondo
(Signature)

David H. Elizondo, CFO
(Print Name)
Secretary

3/21/14
(Date)

CHILDREN'S ADVOCACY CENTER OF HIDALGO COUNTY, INC.

525 W. Wisconsin Rd. • Edinburg, Texas 78539 • Phone (956) 287-9754 • Fax (956) 287-9764

WWW.CACHIDALGO.ORG

BREAKING THE CYCLE OF ABUSE ONE CHILD AT A TIME

Executive Officers:

Tina Martin, President
Lorena Castillo, Vice-President
Miguel Villarreal, Treasurer
Karen Griffin Muñoz, Secretary

Hidalgo County Board Members:

Sandra Garcia
Sheriff Guadalupe Trevino
Magdalena G. Hinojosa, ADA
Dr. Carolina G. Huerta
Betzabel Guerra
Ricardo "Rick" Guerrero
Linda Kostenko
Stephanie Cassity
Catherine A. Domian
Dr. Mary Margaret Gutierrez
Jessica Ann Galloso

Starr County Board Members:

Omar Escobar, DA
Judith A. Solis

Executive Director:
Victoria Y. Medina

CERTIFICATION

This is to certify that the Children's Advocacy Center of Hidalgo County, Inc. (CAC) also known as Estrella's House located at 525 W. Wisconsin Rd., Edinburg, Texas, 78539 received $50,000 from Hidalgo County of which $37,263.25 were used for employee salaries and payroll taxes to the extent that they were engaged in health care services. The funds were expensed as detailed on the attached form and disbursed during the calendar year ending on December 31, 2013.

Funds were applied to the services provided at the CAC including forensic interviews, forensic sexual examinations, crisis intervention and counseling. All victims and their families are served at no cost to the family. We served 964 child victims during the year ending December 31, 2013. Please refer to the attached documentation showing Total Victims Served by Year; Victims Served by City; Victims Served by Gender; Victims Served by Gender; Victims Served by Family Income Level; Referrals by Lead Agency; Services to Victims & Non-Offending Family Members.

Victoria Medina
(Signature)

Victoria Medina, Executive Director
(Printed Name/Title)

March 10, 2014
(Date)

(956) 287-9754
(Phone No.)

cactx
children's advocacy centers of texas

United Way
United Way of South Texas
Serving Hidalgo & Starr Counties

Attest:
Raquel Garza
(Signature)

Raquel Garza
(Printed Name)

March 10, 2014
(Date)

NOTARY PUBLIC STATE OF TEXAS
RAQUEL GARZA
My Commission Expires
April 10, 2015

TEXAS A&M AGRILIFE EXTENSION

RECEIVED BY
COUNTY AUDITOR
2014 MAR 21 PM 4 26

Hidalgo County
410 N. 13th Avenue
Edinburg, TX 78541
T: (956) 383-1026
F: (956) 383-1735
http://hidalgo.agrilife.org/

Texas A&M AgriLife Extension Service
Tobacco Settlement Certification

This is to certify that Texas A&M AgriLife Extension Service-Hidalgo County, located at 410 N. 13th Avenue, Edinburg, TX 78541 received **$148,403.70** in support from Hidalgo County for outreach, prevention and education efforts related to health care services. All funds stated above were disbursed during the calendar year ending on December 31, 2013. The report and supporting documentation is attached. If you have any questions or inquiries you may reach me at (956) 383-1026.

Barbara C. Storz
County Extension Agent/County Coordinator

3/21/14
Date

Attest:
Janie Perales-Administrative Assistant II

March 21, 2014
Date:

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

AI-43663 **Planning Department 18. A.**

CC REGULAR

Meeting Date: 03/25/2014

Submitted For: Raul E. Sesin, PE **Submitted By:** Nora Cavazos, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

1. Consideration and possible action to adopt Order Establishing Rules for Roadside Vendors as authorized by Transportation Code Section 285.001

2. Preliminary Approval with Variance Request
a. Rancho Escondido Acres Subdivision – Pct. 3 (Jaime Marroquin)

3. Preliminary Approval
a. Myrna Subdivision – Pct. 4 (Myrna Salinas)
b. Red Gate Subdivision – Pct. 4 (South Texas Electric Coop)

4. Final Approval
a. Macedonia Christian Academy – Pct. 1 (Santiago Curling)
b. Cielo Lindo Subdivision – Pct. 1 (Kyndel Bennett)

5. Final Approval with Financial Guarantee
a. Concho Heights Unit 2 – Pct. 4 (Kyndel Bennett)

6. Reimbursement of a Cash Deposit
a. Sendero Trails No. 2 Subdivision – Pct. 4 (Megaware Corp)

BACKGROUND

Attachments

Roadside Vendor Memo
Order Establishing Rules for Roadside Vendors
Rancho Escondido Acres - Preliminary
Myrna - Preliminary
Red Gate Subdivision - Preliminary
Macedonia Christian Academy - Final
Cielo Lindo - Final
Concho Heights Unit 2 - Final
Sendero Trails 2; reimbursement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/19/2014 03:56 PM
Manuel Chapa	Manuel Chapa	03/20/2014 09:12 AM
Purchasing Department	Monica Badillo	03/21/2014 04:46 PM

Form Started By: Nora Cavazos Started On: 03/19/2014 11:01 AM

Final Approval Date: 03/21/2014

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

MEMORANDUM

To: Hidalgo County Commissioners' Court

From: T.J. Arredondo, Planning Supervisor 3-14-14

Date: March 14, 2014

Via: Agenda Item for Commissioners' Court Meeting on March 25, 2014

Re: Proposed Order for the Regulation of Roadside Vendors as authorized by Transportation Code Section 285.001

C: Raul E. Sesin, P.E., C.F.M., Planning Administrator
Savannah Gonzalez, Assistant Criminal District Attorney
Richard Sanchez, Chief of Staff for State Representative Sergio Munoz Jr.

Attached, please find the proposed order for the above mentioned. This is the final draft that has been prepared for your consideration with the assistance of Ms. Savannah Gonzalez of the DA's office.

This item comes in response to concerns by citizens, county staff and law enforcement officials with regard to traffic safety issues along county roads and road right-of way. It was the intent of HB 2094, Authored by State Representative Sergio Munoz Jr., to allow Hidalgo County to regulate roadside vendors along roads with speed limits of 40mph or faster in order to alleviate those concerns.

Upon approval, the Planning Department will begin documenting violations and reporting to law enforcement officials as needed, focusing particularly on the more egregious and/or repeat violations. Law enforcement officials may issue citations under the statute. The penalty for an offense under this law is a Class C Misdemeanor.

It is our recommendation to approve adoption of the order as presented.

You may contact me at (956) 318-2840 with any questions or via e-mail at tj.arredondo@hchd.org. Thank you.

* * * END OF MEMORANDUM * * *

ORDER ESTABLISHING RULES
FOR ROADSIDE VENDORS IN THE UNINCORPORATED AREAS
OF HIDALGO COUNTY, TEXAS

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ORDER ESTABLISHING RULES
FOR ROADSIDE VENDORS IN THE UNINCORPORATED AREAS
OF HIDALGO COUNTY, TEXAS

ARTICLE 1
ESTABLISHMENT AND GENERAL PROVISIONS

Authority

These rules are adopted by the Commissioners Court acting in its capacity as the governing body of Hidalgo County. Hidalgo County adopts these rules under the authority of Texas Transportation Code, Chapter 285 to regulate the place and manner of roadside vendors and solicitation.

Purpose

The purpose of these rules is to protect the public health, safety, and welfare by requiring roadside vendors in the unincorporated areas of Hidalgo County to maintain a safe distance from the right-of-way of a public highway, road and/or parking lot.

Area of Jurisdiction

These rules shall apply to all of the areas of Hidalgo County except for the areas within the boundaries of the incorporated cities of Hidalgo County.

Effective Date

These rules shall become effective upon adoption by the Commissioners Court.

Construction, Precedents, and Interpretation

These rules shall be construed liberally to accomplish their purpose. The Commissioners Court shall resolve any question regarding any interpretation of these rules. In the event of any conflict between the rules and a State law, the State law prevails. The masculine, feminine, and neuter genders shall be construed to include the other genders as required. The singular and plural shall be construed to include the other number as required.

Severability

If any provision of these rules or the application thereof to any person or circumstances is held invalid, the validity of the remainder of these rules and the application thereof to other persons and circumstances shall not be affected.

ARTICLE 2
DEFINITIONS

VENDOR – any person who is engaged in the sale of items including food, merchandise or live animals; who erects, maintains or places a structure for the sale of food or merchandise, including live animals; or who solicits money pursuant to these rules as provided by Texas Transportation Code Section 285.001(a).

ADMINISTRATOR – the Administrator of the Hidalgo County Planning Department or his authorized agents.

COMMISSIONERS COURT– Hidalgo County Commissioners Court.

COUNTY – The County of Hidalgo, Texas and/or its authorized agents.

MOTOR VEHICLE –

a. any motor driven or propelled vehicle required to be registered under the laws of this state;
b. a trailer or semitrailer, other than manufactured housing, that has a gross vehicle weight that exceeds 4,000 pounds;
c. a house trailer;
d. an all-terrain vehicle, as defined by Section 502.001, designed by the manufacturer for off-highway use that is not required to be registered under the laws of this state; or
e. a motorcycle, motor-driven cycle, or moped that is not required to be registered under the laws of this state, other than a motorcycle, motor-driven cycle, or moped designed for and used exclusively on a golf course.

PERSON – any natural person, trust, estate, partnership, limited partnership, association, company or corporation.

ARTICLE 3
DUTIES AND POWERS

The Administrator is required by the Commissioners Court to perform the following:

a. To enforce these rules and to make appropriate recommendations to proper County authorities when instances of noncompliance with these rules has been determined.

ARTICLE 4
ADMINISTRATIVE PROVISIONS

SECTION A. NOTICE OF REGULATION

The Administrator may provide notice to Vendors of requirements pursuant to these rules. Law enforcement authorities may issue a citation to a Vendor at any time.

SECTION B. INVESTIGATION OF COMPLAINT

The Administrator shall investigate complaints made against a Vendor and shall notify law enforcement authorities of violations by a Vendor as necessary.

ARTICLE 5
REQUIREMENTS FOR OPERATIONS

SECTION A. COMMENCEMENT OF OPERATIONS

A person shall not engage in the sale of items including food or merchandise, to include live animals; erect, maintain or place a structure for the sale of food or merchandise, to include live animals; and/or solicit money on a public highway or road; in the right-of-way of a public highway or road or in a parking lot within the unincorporated areas of Hidalgo County pursuant to these rules as provided by Texas Transportation Code Section 285.001(b).

SECTION B. COMPLIANCE WITH TRANSPORTATION CODE

A Vendor shall comply with all conditions placed by the Commissioners Court pursuant to these rules and with all applicable provisions of the Texas Transportation Code. Motor vehicles parked on a public highway or road and/or in the right-of-way of a public highway or road may be cited by law enforcement.

SECTION C. COMPLIANCE WITH RULES FOR REGULATION OF MOBILE FOOD VENDORS

A Vendor shall comply with all conditions placed by the Commissioners Court pursuant to the Rules for Regulation of Food Establishments in the Unincorporated Areas of Hidalgo County as adopted by the Commissioners Court on March 5, 2014.

SECTION D. REGULATION OF ACTIVITIES

The regulation of activities on or in the right-of-way of a public highway or road is limited to public highways and roads with a speed of 40 miles per hour or faster as provided by Texas Transportation Code Section 285.001(b)(1).

SECTION E. LOCATION OF ROADSIDE VENDOR

A Vendor may be located not closer to the edge of the public highway or road than a distance that is equal to one-half the width of the right-of-way adjacent to the highway or road as provided by Texas Transportation Code Section 285.001(b).

SECTION F. EFFECT OF LOCAL ORDINANCES

A vendor must comply, to the extent practicable, with all application ordinances adopted by a political subdivision.

ARTICLE 6
VIOLATIONS

SECTION A. WARNING

If a Vendor is found to be in violation of these rules, the Administrator shall provide the Vendor with documentation that Vendor is in violation and ask the Vendor to voluntarily remedy the violation until it is determined to be in compliance with the applicable rules.

SECTION B. COLLECTION OF SUPPORTING EVIDENCE

If the Administrator determines the Vendor is in violation of these rules, the Administrator may collect evidence in support of the violation, including, but not limited to, photographs and video. The Administrator may prepare a signed report including all evidence and submit notice of the violation to law enforcement authorities.

SECTION C. IMMEDIATE ACTION

If the Administrator determines that the violation necessitates immediate action, the Administrator shall immediately contact law enforcement authorities and report the violation.

ARTICLE 7
ENFORCEMENT

SECTION A. INSPECTION

The Administrator may routinely inspect Vendors and activities to assure continued compliance with these rules and all applicable statutes.

SECTION B. CRIMINAL

A person who violates, as prescribed by Chapter 285 of the Texas Transportation Code, this Order commits an offense. A person commits an offense if the person knowingly violates this Order or obstructs or threatens to obstruct the removal of a structure that is in violation of this Order. An offense under this Order is a Class "C" Misdemeanor. A separate offense occurs under this Article on each day on which all of the elements of the offense exist.

Jurisdiction for prosecution of a suit under this Article is in the Justice of the Peace Courts.

Venue for prosecution of a suit under this Article is the Justice of the Peace precinct in which the violation is alleged to have occurred.

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: 03-25-2014

PROPOSED **RANCHO ESCONDIDO ACRES** SUBDIVISION, PRECINCT No. **3 .**

ENGINEER: **QUINTANILLA, HEADLEY & ASSOC.** DEVELOPER: **JAIME MARROQUIN**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☒ WITH VARIANCE

NUMBER OF LOTS: **1** ☒ *SINGLE FAMILY ___ ☐ *MULTI-FAMILY ___ ☐ COMMERCIAL ___ ☐ INSTITUTIONAL

LOCATION DESCRIPTION: **EAST OF GILES (GALLINAS RD) APPROX. 1 MILE SOUTH OF FM 2221**

SUBDIVISION LIES WITHIN THE: ☒ RURAL AREA OF THE COUNTY

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **02-19-14** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **Detention will be provided by depressed area of the lot.**

ROAD R.O.W. DEDICATION: **No dedication of right of way is required. 30 feet of ROW are in place by plat**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **03-14-14** By, **Victor Gallardo** PCT. 3 R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **03-12-14** By, **Elizardo "Chardo" Ramos,** Environmental Health Division Manager

☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Jose Angel Gonzalez**

SEWER SYSTEM: ☐ OSSF WILL BE INSTALLED AT BUILDING PERMIT STAGE

WATER SERVICE PROVIDER: **WATER WELL** LOCATION: **ON SITE**

H.C.O.E.C. FINAL APPROVAL DATE: **03-12-14 .**: 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.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY ADVISORY BOARD ON: _____, __

VARIANCE REQUEST ON : VARIANCE REQUEST FROM THE HIDALGO COUNTY SUBDIVISION RULES, TITLE B, CHAPTER 2.8 SECTION B. LOT FRONTAGE ON COUNTY ROAD. THE REQUIREMENT IS 65.0 FEET, THE PROPOSED IS 50.0 FEET.

STAFF RECOMMENDS:

☒ **Preliminary Approval with Variance Request** *subject to comments and future recommendations by planning and other departments.*

☐ **Final Approval** *subject to recommendations other departments*

☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors
Alfonso Quintanilla, P.E. # 95534 R.P.L.S #4856 Eulalio Ramirez, P.E. # 77062
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
Municipal & County Projects ★ Subdivisions ★ Surveys

March 14, 2014

Mr. Raul Sesin, P.E.
Planning Administrator
County of Hidalgo
1304 S. 25TH St.
Edinburg, Texas 78539

Re: Rancho Escondido Subdivision

Dear Mr. Sesin:

On behalf of the property owner Mr. Jaime Marroquin, I am reqwuesting the following variance from the Hidalgo County Subdivision Regulations:

- Lot frontage on County Road. The requirement is 65.0 feet. The proposed is 50.0 feet.

Mr. Marroquin bought this property with only 50.0 feet of frontage on Gallina Road.

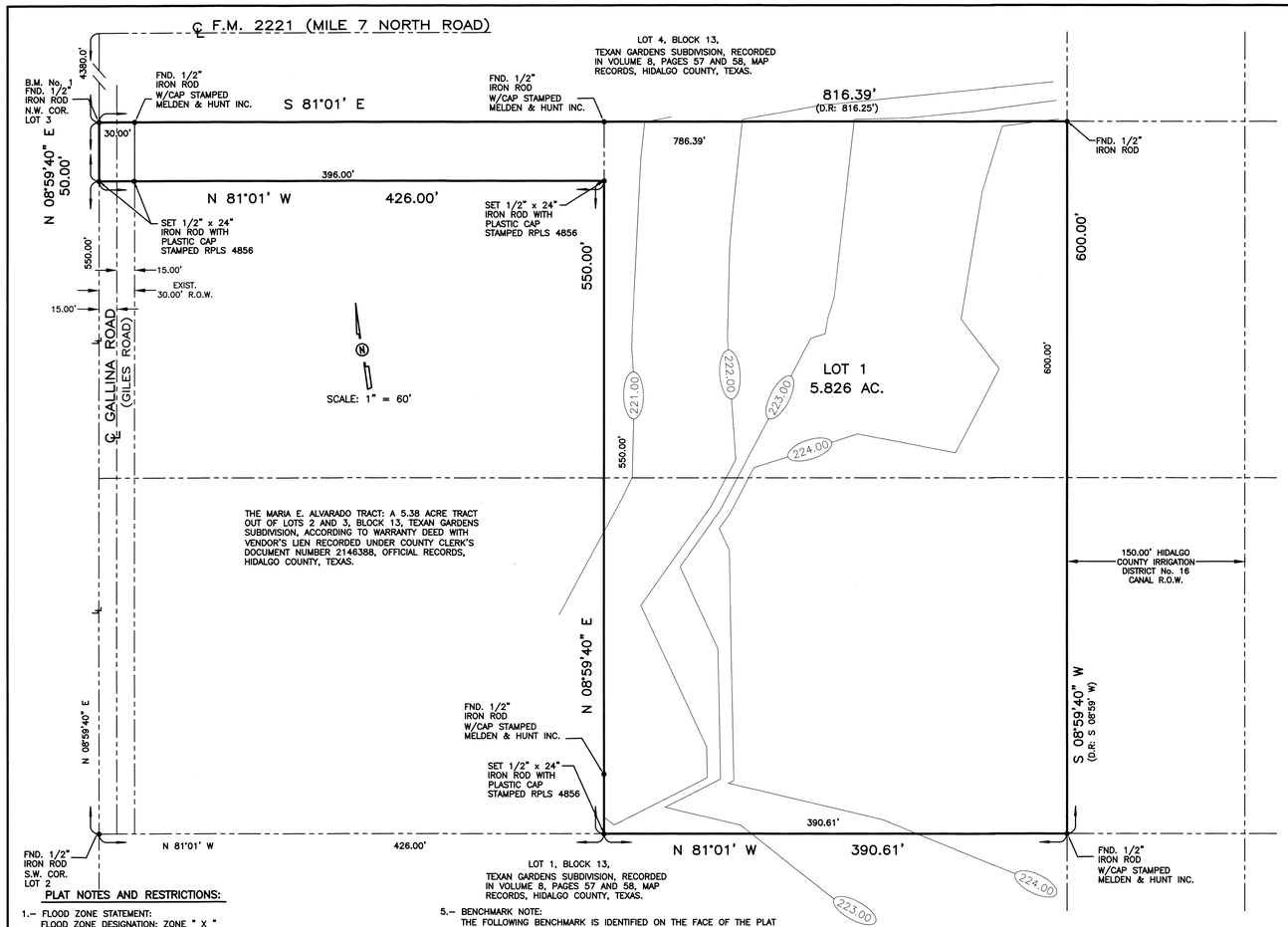
Please present this request to the Subdivision Advisory Committee and the Commissioners' Court.

Should you have any questions or need additional information, please feel free to call me at (956) 381-6480.

Respectfully,

Alfonso Quintanilla, P.E., R.P.L.S.
President

124 E. Stubbs, Edinburg, TX 78539 ★ Phone 956/381-6480 ★ Fax 956/381-0527 ★ Email: office@qhaengineering.com ★ www.qhaengineering.com



PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE " X "
AREAS DETERMINED TO BE OUTSIDE 500–YEAR FLOOD PLAIN
COMMUNITY–PANEL NUMBER 480334 0290 D
EFFECTIVE DATE: JUNE 6, 2000

2.– MINIMUM BUILDING SETBACK LINES:
FRONT:.....40.00 FEET
REAR:.....15.00 FEET OR EASEMENT, WHICHEVER IS GREATER
SIDE:..... 6.00 FEET OR EASEMENT, WHICHEVER IS GREATER

3.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCE
NO MORE THAN ONE–SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. NO COMMERCIAL USE SHALL BE ALLOWED ON ALL THE LOTS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4.– MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 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= 216.72 FOUND ON 1/2" IRON ROD LOCATED ON THE NORTHWEST CORNER OF THIS SUBDIVISION. NAVD 88 DATUM.

6.– DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF _____ CUBIC FEET _____ ACRE FEET OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: SEE DRAINAGE REPORT ON SHEET No.2.

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.– AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO A RESIDENCE PRIOR TO THE COUNTY PROCESSING A FINAL CLEARANCE FOR A WATER METER. A SEWER TAP INSPECTION SHALL BE PROVIDED FROM THE ENTITY SERVICE PROVIDER PRIOR TO RECEIVING A CLEARANCE FOR AFTER METER(S).

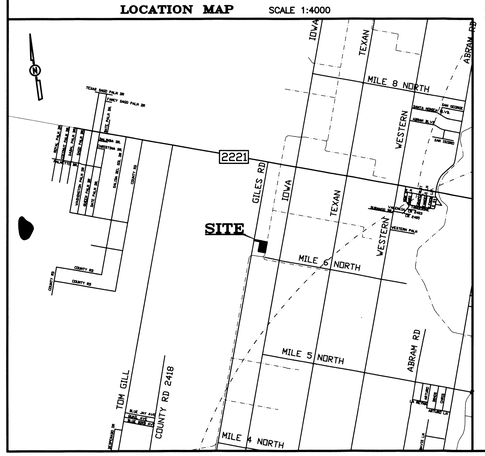
12.– JAIME MARROQUIN THE OWNER & SUBDIVIDER OF RANCHO ESCONDIDO SUBDIVISION, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSES OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

13.– AN OFF–STREET PARKING LOT SITE PLAN AND DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED.

14.– 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 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.

LOCATION MAP

SCALE 1:4000



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

RANCHO ESCONDIDO SUBDIVISION, IS LOCATED IN WESTERN HIDALGO COUNTY IT LIES ON THE EAST SIDE OF GALLINA ROAD AND 4380.0 FEET SOUTH OF F.M. 2221 (MILE 7 NORTH ROAD). THE ONLY NEARBY MUNICIPALITY IS THE CITY OF ALTON. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF ALTON (POPULATION 14,490), RANCHO ESCONDIDO SUBDIVISION, LIES APPROXIMATELY 5.51 MILES FROM THE CITY LIMITS AND IT IS NOT WITHIN THE CITY'S TWO–MILE EXTRA–TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021. IT LIES IN PCT. 3

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	JAIME MARROQUIN	P.O. BOX 313	MISSION, TX 78573	(956)400–3661	
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381–6480	(956)381–0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381–6480	(956)381–0527

SUBDIVISION PLAT OF:

RANCHO ESCONDIDO SUBDIVISION

A 5.86 ACRE TRACT OF LAND OUT OF AN 11.24 ACRE TRACT LYING WEST OF THAT CERTAIN 150.00 FOOT HIDALGO COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 16 MAIN CANAL RIGHT OF WAY OUT OF LOTS 2 AND 3, BLOCK 13, TEXAN GARDEN SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 8, PAGES 57 AND 58, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2464524, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 5.86 ACRE TRACT OF LAND OUT OF AN 11.24 ACRE TRACT LYING WEST OF THAT CERTAIN 150.00 FOOT HIDALGO COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO.16 MAIN CANAL RIGHT OF WAY OUT OF LOTS 2 AND 3, BLOCK 13, TEXAN GARDENS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 8, PAGES 57–58, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2464524, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD FOUND ON THE WEST RIGHT OF WAY LINE OF GALLINA ROAD (GILES ROAD) FOR THE NORTHWEST CORNER OF LOT 3 AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°01' E, ALONG THE NORTH LINE OF LOT 3, PASSING A 1/2" IRON ROD WITH CAP STAMPED MELDEN & HUNT, INC. FOUND AT 30.00 FEET FOR THE EAST RIGHT OF WAY LINE OF GALLINA ROAD (GILES ROAD), A TOTAL DISTANCE OF 816.39 FEET (DEED RECORD: 816.25 FEET) TO 1/2" IRON ROD FOUND ON THE WEST LINE OF THE 150.00 FOOT HIDALGO COUNTY IRRIGATION DISTRICT NO.16 MAIN CANAL RIGHT OF WAY FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°59'40" W (DEED RECORD: S 08°59' W), ALONG THE WEST LINE OF SAID 150.00 FOOT HIDALGO COUNTY IRRIGATION DISTRICT NO.16 MAIN CANAL RIGHT OF WAY, A DISTANCE OF 600.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED MELDEN & HUNT, INC. FOUND ON THE SOUTH LINE OF LOT 2 FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°01' W, ALONG THE SOUTH LINE OF LOT 2, A DISTANCE OF 390.61 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE SOUTHEAST CORNER OF THE MARIA E. ALVARADO TRACT (A 5.38 ACRE TRACT OUT OF LOTS 2 AND 3, BLOCK 13, TEXAN GARDENS SUBDIVISION, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2146388, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08°59'40" E, ALONG THE EAST LINE OF THE MARIA E. ALVARADO TRACT, A DISTANCE OF 550.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE NORTHEAST CORNER OF SAID TRACT AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 81°01' W, ALONG THE NORTH LINE OF THE MARIA E. ALVARADO TRACT, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 396.00 FEET FOR THE EAST RIGHT OF WAY LINE OF GALLINA ROAD (GILES ROAD), A TOTAL DISTANCE OF 426.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE WEST LINE OF LOT 3 AND ON THE WEST RIGHT OF WAY LINE OF GALLINA ROAD (GILES ROAD) FOR THE NORTHWEST CORNER OF SAID TRACT AND THE MOST SOUTHERLY NORTHWEST CORNER OF THIS TRACT.

THENCE; N 08°59'40" E, ALONG THE WEST LINE OF LOT 3 AND THE WEST RIGHT OF WAY LINE OF GALLINA ROAD (GILES ROAD), A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.86 ACRES OF LAND MORE OR LESS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.

STATE OF TEXAS · ALFONSO QUINTANILLA · 4856 · REGISTERED · PROFESSIONAL · LAND SURVEYOR

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

2–11–14
DATE

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

STATE OF TEXAS COUNTY OF HIDALGO OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, JAIME MARROQUIN AS OWNER OF THE 5.86 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED RANCHO ESCONDIDO SUBDIVISION 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.

JAIME MARROQUIN
P.O. BOX 313
MISSION, TX. 78573

DATE

STATE OF TEXAS COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared JAIME MARROQUIN, known to me to be the person whose RANCHO ESCONDIDO SUBDIVISION 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 CERTIFICATE OF PLAT APPROVAL UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the RANCHO ESCONDIDO SUBDIVISION , was reviewed and approved by the Hidalgo County Commissioners Court on _____, _____.

Hidalgo County Judge — Date

ATTEST: Hidalgo County Clerk — Date

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF RANCHO ESCONDIDO SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, _____.

ENVIRONMENTAL HEALTH DIVISION MANAGER — 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: _____

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

STATE OF TEXAS · ALFONSO QUINTANILLA · 95534 · LICENSED · PROFESSIONAL · ENGINEER

ALFONSO QUINTANILLA
P.E. No. 95534

3-14-14
DATE

INDEX TO SHEETS

SHEET 1.– HEADING INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: MAP: LOT, STREETS, AND EASEMENT LAYOUT: DESCRIPTION (METES AND BOUNDS): ENGINEER'S & SURVEYOR'S CERTIFICATION: PLAT NOTES AND RESTRICTIONS: OWNER'S ACKNOWLEDGMENT,, ADMINISTRATOR'S CERTIFICATE, N.A.W.S.C. CERTIFICATE, HIDALGO COUNTY R.O.W. CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE: H.C.D.D. No. 1 CERTIFICATION, SANTA CRUZ IRRIGATION DISTRICT No. 15 CERTIFICATION, REVISION NOTES.

SHEET 2.– WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION) SUBDIVIDER CERTIFICATE & STATEMENT DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND MAP OF TOPOGRAPHY AND DRAINAGE, AND COUNTY CLERK'S RECORDING CERTIFICATE AND ENGINEERING CERTIFICATION, REVISION NOTES.

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

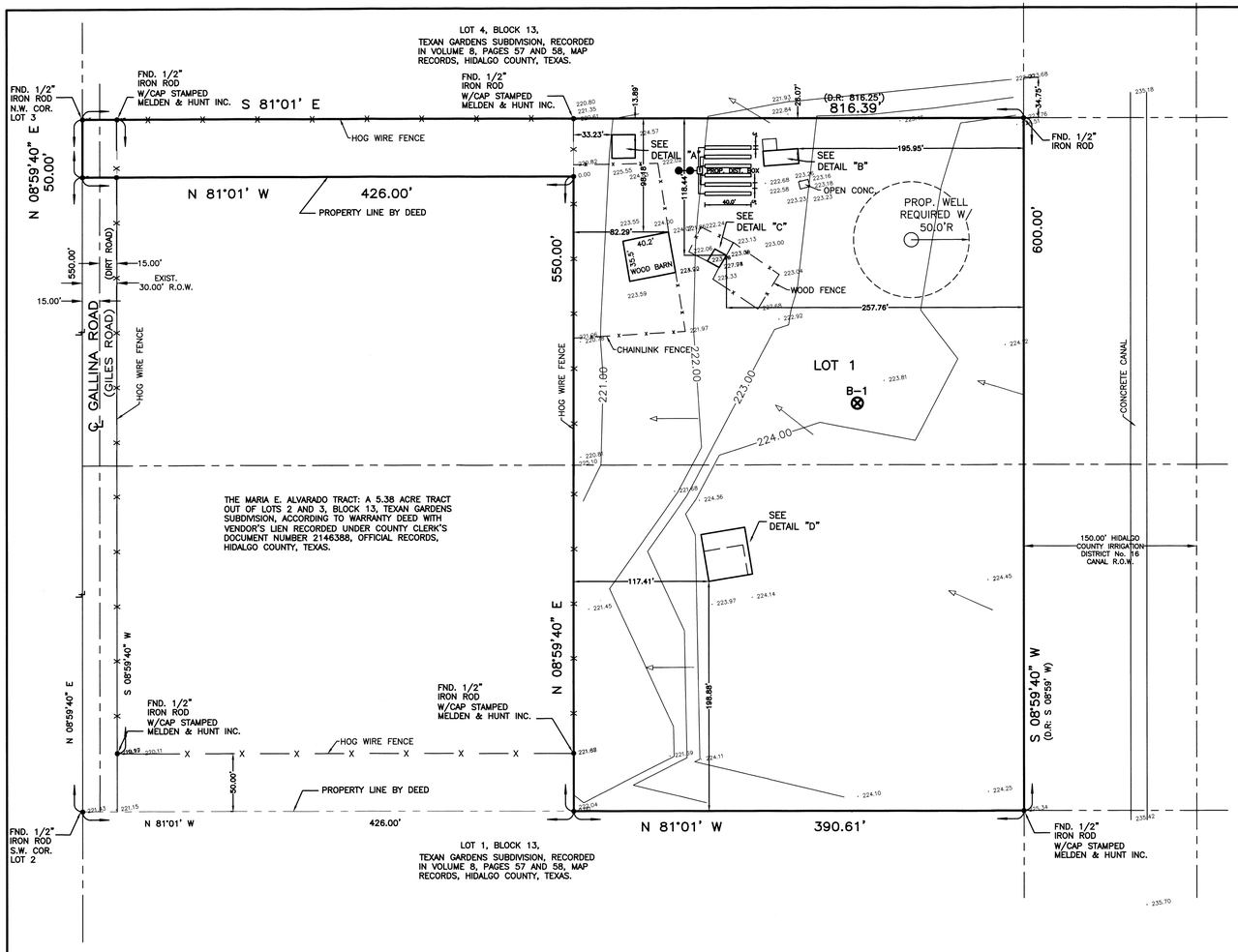
BY: _____ DEPUTY

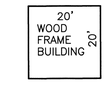
QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F–1513
SURVEYING REGISTRATION NUMBER 100411–00
PHONE 956–381–6480
FAX 956–381–0527
OFFICE@QHAENGINEERING.COM

SHEET NO. 1 OF 2 SHEETS	FILENAME : F:\DATA\SUBDIVS\HC\RANCHO ESCONDIDO SUBDIVISION			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	JUNE 12, 2013	LG		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

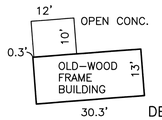
RANCHO ESCONDIDO SUBDIVISION

A 5.86 ACRE TRACT OF LAND OUT OF AN 11.24 ACRE TRACT LYING WEST OF THAT CERTAIN 150.00 FOOT HIDALGO COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 16 MAIN CANAL RIGHT OF WAY OUT OF LOTS 2 AND 3, BLOCK 13, TEXAN GARDEN SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 8, PAGES 57 AND 58, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2464524, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

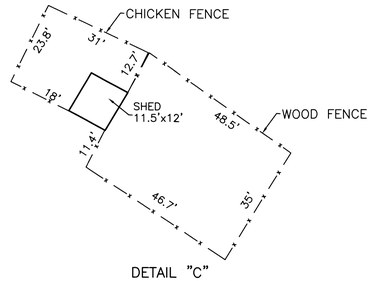




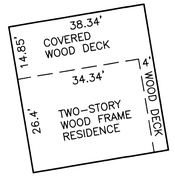
DETAIL "A"
SCALE: 1" = 20'



DETAIL "B"
SCALE: 1" = 20'



DETAIL "C"
SCALE: 1" = 20'



DETAIL "D"
SCALE: 1" = 20'

DRAINAGE REPORT FOR
RANCHO ESCONDIDO SUBDIVISION

Rancho Escondido Subdivision is a 5.86 acre tract out of Lots 2 and 3, Block 13, Texan Gardens Subdivision, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 8, Pages 57 and 58, map records, hidalgo County, Texas, and according to corrected warranty deed recorded under County Clerk's Document Number 2464524, official records, Hidalgo County, Texas. This subdivision is located on the east side of Gallina Road (Giles Road) 4,400.0 feet south of F.M. 2221 (Mile 7 North Road). The proposed subdivision consists of 1 residential lot.
The tract is Zone "X" as per FEMA Flood Insurance Rate Map; Community Panel No. 480334 0290 D, and dated June 6, 2000.

This soil is fine sandy loam and sandy clay loam. This soil is well drained. Permeability is moderate. Plasticity Index has a range of 4–23. See attached Soil Survey of Hidalgo County, Texas tables.

Presently, the site has very minimal runoff on a westerly direction. The existing runoff for the proposed subdivision is Q= 3.34 cubic feet per second based on a 10–year storm. Runoff flows into the road ditch on the east side of Gallina Road. Road ditch to be cleaned for continuing flow.

After development the runoff will be Q= 7.81 cubic feet per second for an increase of Q= 4.47 cubic feet per second. Detention will be 6,135.86 cubic feet (0.14 acre feet) and will be accomplished by depressed areas of the lot.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT AREAS DETERMINED TO BE OUTSIDE 500–YEAR FLOODPLAIN FOR ZONE "X" (UN–SHADING–AREAS DETERMINED TO BE OUTSIDE 500–YEAR FLOOD PLAIN) AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0290 D (EFFECTIVE DATE:; JUNE 6, 2000) IS CONTAINED WITHIN THE RIGHT–OF–WAY OF STREET AND WITHIN THE DRAINAGE OF THE SUBDIVISION, AS SHOWN BELOW.

STATE OF TEXAS
ALFONSO QUINTANILLA
95534
LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 95534

3-14-14
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 WELLS & FILTRATION SYSTEM 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), JAIME MARROQUIN SUBDIVIDERS OF RANCHO ESCONDIDO SUBDIVISION HEREBY CERTIFY SEWER PERMITS FROM HIDALGO HEALTH DEPARTMENT ARE REQUIRED PRIOR TO BUILDING ON ANY LOT; THAT AN 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.

JAIME MARROQUIN
P.O. BOX 313
MISSION, TX. 78573

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared **JAIME MARROQUIN**, proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposed and consideration thereby expressed.

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

NEYDA S. RAMIREZ
Notary Public, State of Texas
My Commission Expires
March 17, 2017

NEYDA S. RAMIREZ – NOTARY PUBLIC

LEGEND

PROP. WELL REQUIRED W/ 50.0'R	SEPTIC TANK (OSSF) (PROP. DIST. BOX, 40.0')	FLOW DIRECTION OF WATER
		B-1 ⊗ TEST BORINGS

COST ESTIMATE

WATER WELL SYSTEM: $
OSSF: $ 1,500.00

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00
LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

STATE OF TEXAS
COUNTY OF HIDALGO

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____AT_____ AM/PM
INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____ DEPUTY

SHEET NO.	FILENAME : F:\DATA\SUBDIVS\HIDALGO CO.\EL RANCHO ESCONDIDO SUBD \BPLAT			
2 OF 2	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	2-20-14	LG		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM
Planning Administrator

HIDALGO COUNTY COMMISSIONERS COURT MEETING
DATE: 03-25-2014

PROPOSED **MYRNA** SUBDIVISION, PRECINCT No. **4** .

ENGINEER: **GARZA & GARZA** DEVELOPER: **MYRNA SALINAS**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **2** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **WEST OF SEMINARY RD APPROX. 2 MILES NORTH OF MONTE CRISTO RD**

SUBDIVISION LIES WITHIN THE: ☒*ETJ of* **EDINBURG** *and was approved administratively by said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **07-09-13** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **Drainage detention will be accomplished by the natural low areas of the large lots**

ROAD R.O.W. DEDICATION: **20 feet to Seminary Rd and 30 feet to the existing 40 ft. County Rd along the West property line.**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **03-07-14** By, **Jesse Ozuna** PCT. 4 R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **02-21-14** By, **Elizardo "Chardo" Ramos,** Environmental Health Division Manager

☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Jose Angel Gonzalez**

SEWER SYSTEM: ☐OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: _____

WATER SERVICE PROVIDER: **North Alamo Water Supply Corp** LINE SIZE: **8"** LOCATION: **Seminary Rd**

H.C.O.E.C. FINAL APPROVAL DATE: **03-14-14** .: By **Martin Ramirez,** Environmental Compliance Coordinator

☒**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.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY ADVISORY BOARD ON: _____, __

STAFF RECOMMENDS:

☒ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **Edinburg** .

☐ **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.*

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:

Myrna Subdivision

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: Eli Villegas Planning Inspector I Date: 03-14-13

1ST review comments

1ST SHEET COMMENTS:

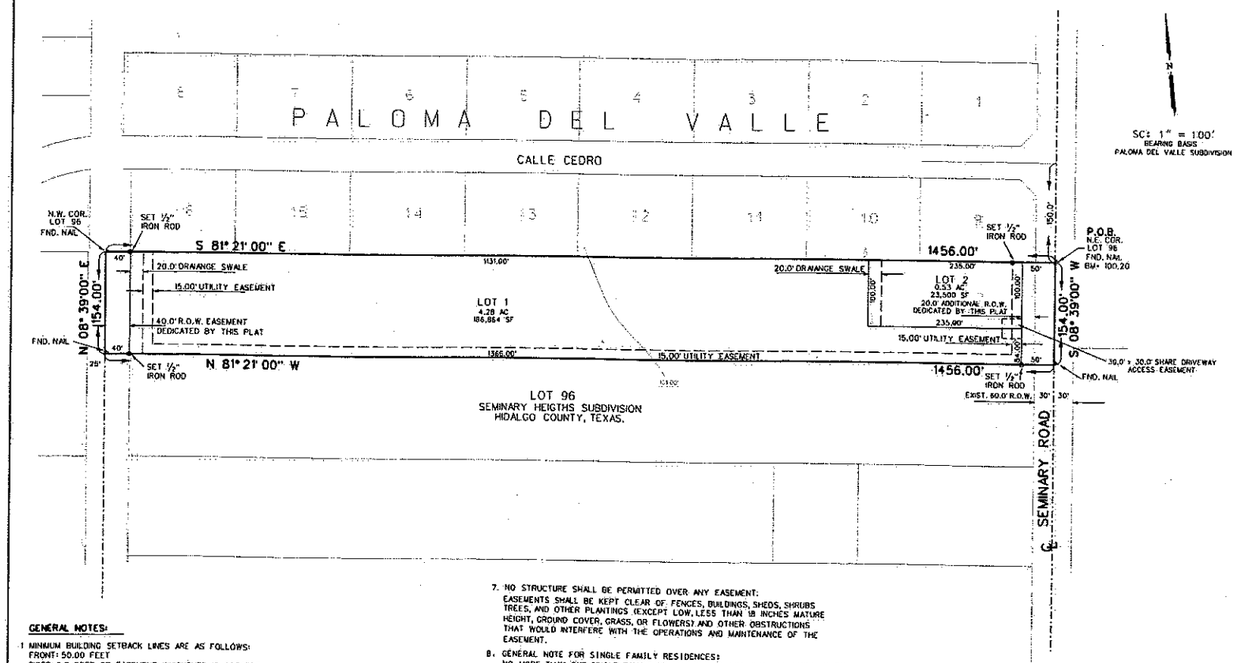
1. Add the Volume & Page number for Paloma del Valle Unit 1.
2. Provide the Owners Phone Number under Principal Contacts.
3. Please add City, Planning & Zoning, to the Index Sheet list.
4. Minimum lot width for lot 1 shall be 65 feet.
5. General Notes
    4. Verify Flood zone, does not coincide with approved Drainage Report.

2nd SHEET COMMENTS:

6. Will water meter need to be relocated out of the additional R.O.W.?
7. Provide all tie down dimensions for home on lot 2.
8. What Construction details were you going to provide?
9. Make sure the English and Spanish engineering report description and all amounts are accurate and coincide with drawing design.
10. 1/3 escrow for existing 40 foot County Road improvements is required.

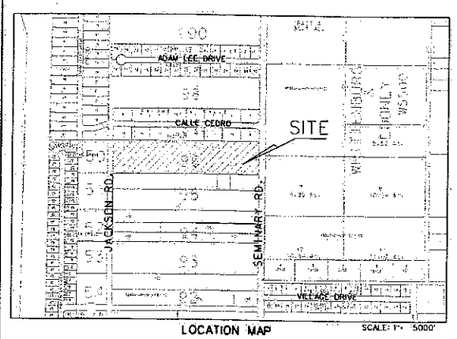
MYRNA SUBDIVISION

A 5.12 ACRE TRACT OF LAND OUT OF THE NORTH 5.12 ACRES, OF LOT 96, SEMINARY HEIGHTS SUBDIVISION, ACCORDING TO MAP RECORDED IN VOLUME 9, PAGE 23, MAP RECORDS, HIDALGO COUNTY, TEXAS.



GENERAL NOTES:

1. MINIMUM BUILDING SETBACK LINES ARE AS FOLLOWS:
   FRONT: 50.00 FEET
   SIDES: 6.0 FEET OR EASEMENT WHICHEVER IS GREATER
   REAR: 50.0' OR EASEMENT WHICH EVER IS GREATER
   GARAGE/CARPORT SET BACK SHALL BE 18.0'
2. MINIMUM FINISH FLOOR NOTE:
   MINIMUM FINISH FLOOR ELEVATION SHALL BE 24" ABOVE CENTERLINE OF STREET. 24" ABOVE NATURAL GROUND, WHICHEVER IS GREATER
   ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
3. ● -DENOTES ½" IRON ROD FOUND UNLESS OTHERWISE NOTED.
   O -DENOTES ½" IRON ROD SET UNLESS OTHERWISE NOTED.
   > -DENOTES NAIL FOUND UNLESS OTHERWISE NOTED.
4. BENCHMARK ELEVATION 100.20, NAIL, AT THE NORTHEAST CORNER OF THIS SUBDIVISION OF THIS SUBDIVISION
5. FLOOD ZONE DESIGNATION: ZONE "B"
   AREAS DETERMINED TO BE OUT SIDE 500 YEAR FLOOD PLAIN
   C.P.N. 480334 -0325 C
   MAP REVISED-JUNE 6, 2000 REVISED TO REFLECT LOUR DATED MAY 17, 2001
   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 0.932 CUBIC -FEET 0.21 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 SOUTH SIDE OF LOTS 1 AND 2.
7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT:
   EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
8. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
   NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT
9. DRAINAGE SWALE EASEMENTS NOTE:
   NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.
10. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
    THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
    A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
    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. MYRNA SALINAS., THE OWNER & SUBDIVIDER OF MYRNA SUBDIVISION RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.
13. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
14. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPANCY AN EASEMENT.
15. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
16. FIRE HYDRANTS INSTALLED WITHIN THE CORPORATION'S DISTRIBUTION SYSTEM ARE PROVIDED AT THE CONVENIENCE OF THE CORPORATION AND DO NOT APPLY 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 PAD TO THE CORPORATION PRIOR TO THE INITIATION OF SERVICE ON SUCH LARGER METERISI. THE DEVELOPER WILL NEED TO ADVISE PURCHASERS OF THIS OBLIGATION.
18. DRAINAGE DETENTION POND SHALL BE CONSTRUCTED IN DESIGNATED EASEMENT AREAS AS DESIGNED BY PROJECT PLAT ENGINEER AT DEVELOPMENT APPLICATION PERMITSTAGE PRIOR TO THE COUNTY ISSUING A FINAL LIGHT AND WATER CLEARANCE. NO FINAL LIGHTOR WATER CLEARANCE SHALL BE ISSUED UNTIL THE DRAINAGE DETENTION POND IS CONSTRUCTED BY OWNER AND INSPECTED BY COUNTY.
19. THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE IF IT DETERMINES AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ABOVE DUE TO THE IMPREVIOUS AREA BEING GREATER THAN PLAT ENGINEER CONSIDERED. FOR HIS CALCULATIONS OF THIS SUBDIVISION.
20. THE PURCHASER OF EACH LOT SHALL BE RSPONSIBLE TO INSTALLED DRIVEWAY CULVERT REINFORCED CONCRETE PIPE OF NO LEES THAN 15 INCHES IN DIAMETER AND 24 FEET IN LENGHT
21. PROPERTY OWNERS WILL BE RESPONSIBLE FOR MAINTENANCE OF ACCESS EASEMENTS



LOCATION MAP SCALE: 1"= 5000'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

MYRNA SUBDIVISION IS WITHIN HIDALGO COUNTY PRECINCT No. 4 AND IS LOCATED CENTRAL HIDALGO COUNTY, ON THE WEST SIDE OF SEMINARY ROAD, 150.00 FEET SOUTH OF CALLE CEDRO, THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG (POPULATION OF 30,773 2005 CENSUS). MYRNA SUBDIVISION LIES WITHIN THE 2 MILE EXTRATERRITORIAL JURISDICTION OF CITY OF EDINBURG UNDER LOCAL GOVERNMENT CODE § 212.001.

REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	MYRNA SALINAS	P.O. BOX 4000	EDINBURG, TEXAS. 78540	
ENGINEER:	INEZ B. GARZA JR.	100 E. FERGUSON	PHARR, TEXAS. 78577	(956) 533-9200
SURVEYOR:	HOMERO L. GUTIERREZ	2600 SAN DIEGO	MISSION, TEXAS. 78572	(956) 583-5479

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION
I, MYRNA SALINAS OWNER OF THE 5.12 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED "MYRNA SUBDIVISION" HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS, PARK AND EASEMENTS SHOWN HEREON.
WE CERTIFY THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT
(A) THE WATER QUALITY AND CONNECTION TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS:
(B) SEWER CONNECTION TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS:
(C) ELECTRICAL CONNECTION PROVIDED TO THE LOTS MEET, OR WILL MEET, MINIMUM STATE STANDARDS: AND
(D) GAS CONNECTION, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

WE ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT IS TRUE AND COMPLETE.

OWNER: MYRNA SALINAS
ADDRESS: P.O. BOX 4000
EDINBURG, TEXAS. 78540

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED MYRNA SALINAS PROVED TO BE THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME DULY SWORN, DECLARED THAT THEIR STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS____ DAY OF _____, 2013

NOTARY PUBLIC, FOR THE STATE OF TEXAS

HIDALGO COUNTY DRAINAGE DISTRICT NO.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE § 49.211 (c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1
BY: _____

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No. 6

ON THIS THE ____ DAY OF _____, 20____.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACE UPON HIDALGO COUNTY IRRIGATION DISTRICT No. 1 RIGHTS-OF-WAYS OR EASEMENTS.

ATTEST: _____
PRESIDENT SECRETARY

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL
I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF MYRNA SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARMENT ON _____

HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, HOMERO LUIS GUTIERREZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

HOMERO LUIS GUTIERREZ
REGISTERED PROFESSIONAL LAND SURVEYOR No. 2791
2600 SAN DIEGO
MISSION, TEXAS 78572

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, INEZ B. GARZA JR., A REGISTERED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

INEZ B. GARZA JR.
REG. PROFESSIONAL ENGINNER # 60824
100 E. FERGUSON
PHARR, TEXAS. 78577

STATE OF TEXAS ★ INEZ B. GARZA JR. 60824 REGISTERED PROFESSIONAL ENGINEER

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(A)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE MYRNA 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: MARCH 2013

GARZA AND GARZA ENGINEERING
CONSULTING ENGINEERS
100 E. FERGUSON, PHARR TEXAS. 78577
Tel. 956-533-9200

SHEET 1 OF 2

INDEX TO SHEET OF MYRNA SUBDIVISION

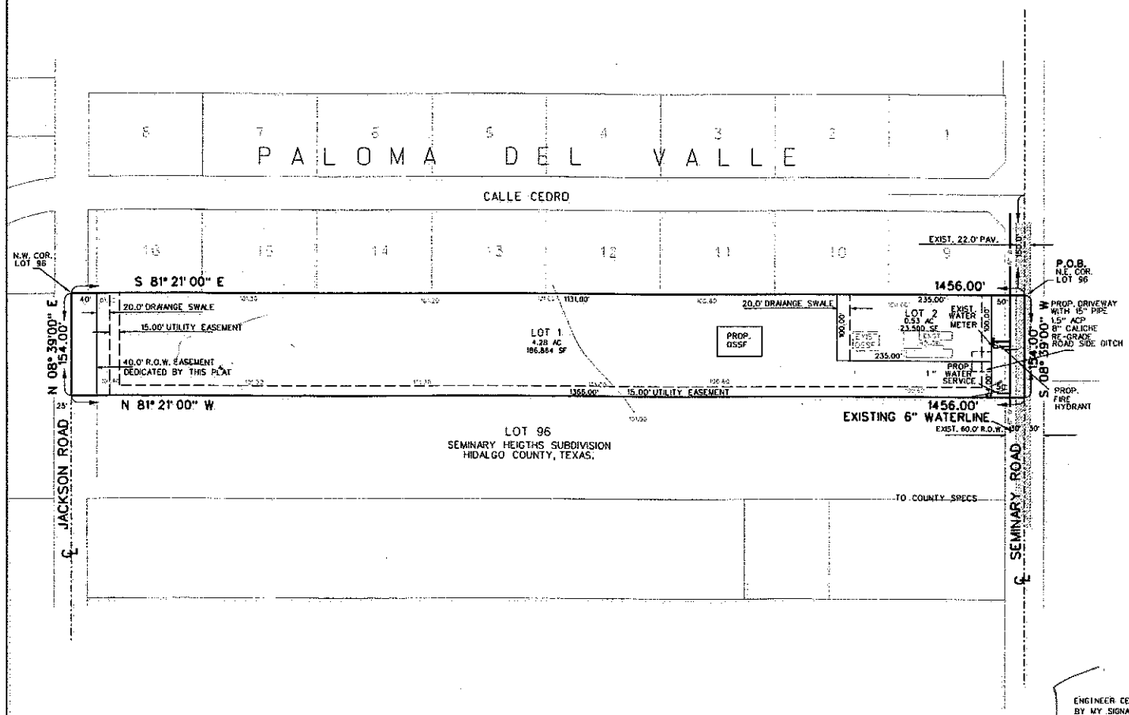
SHEET 1: HEADING: INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS): SURVEYOR'S AND ENGINEER'S CERTIFICATIONS; PLAT NOTES; AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY APPROVAL CERTIFICATES; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.D.D. CERTIFICATIONS; H.C. IRRIGATION DISTRICT NO. 6 CERTIFICATE OF APPROVAL; REVISION NOTES; H.C.N.D. AND JUDGE CERTIFICATE

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; 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

MAP OF TOPOGRAPHY AND DRAINAGE
MAPA DE TOPOGRAFIA Y DRENAJE

MYRNA SUBDIVISION

A 5.12 ACRE TRACT OF LAND OU OF THE NORTH 5.12 ACRES, OF LOT 96, SEMINARY HEIGTHS SUBDIVISION, ACCORDING TO MAP RECORDED IN VOLUME 9, PAGE 23, MAP RECORDS, HIDALGO COUNTY, TEXAS.



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.- I MYRNA SALINAS SUBDIVIDER OF MYRNA SUBDIVISION HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAID AND ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARMENT 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.

OWNER: MYRNA SALINAS
ADDRESS:P.O. BOX 4000
EDINBURG, TEXAS. 78540

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED MYRNA SALINAS PROVED TO BE THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME DULY SWORN, DECLARED THAT THEIR STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS____ DAY OF _____, 2013

NOTARY PUBLIC, FOR THE STATE OF TEXAS

FINAL WATER AND SEWER ENGINEERING REPORT

WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

MYRNA SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY THE CITY OF EDINBURG
THE SUBDIVIDER, AND CITY OF EDINBURG HAVE ENTERED INTO A CONTRACT IN WHICH THE CITY OF EDINBURG HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND THE CITY OF EDINBURG 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.
THE CITY OF EDINBURG HAS AN EXISTING 68 " DIAMETER WATERLINE RUNNING ALONG THE WEST RIGHT-OF-WAY OF SEMINARY ROAD

WATER DISTRIBUTION FOR MYRNA SUBDIVISION CONSIST OF A PROPOSED 1- 1" WATER SERVICE FOR LOT 1
LOT 2 HAVE AN EXISTING METER, SAID SERVICES TERMINATE AT THE WATER METER BOX,
AND THE METER BOX HAVE ALREADY BEEN INSTALLED AT A TOTAL COST OF $1,500.00, IN ADDITION THE
THE SUBDIVIDER HAS PAID THE CITY OF EDINBURG THE SUM OF $2,000.00, WHICH COVERS THE COST FOR LOTS 1 AND 2 , 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 THE CITY OF EDINBURG UPON REQUEST BY THE LOT OWNER, THE CITY OF EDINBURG WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER.

THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY THE CITY OF EDINBURG ,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 MYRNA 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 REVIENED 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 IN SANDY LOAM BLOCKY EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUNDWATER 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 LOTS IS $1,500.00, 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 $1,500.00. THE HIDALGO COUNTY HEALTH DEPATMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF ON _____

LOT 2 ALEADY HAVE A SEPTIC TANK SYSTEM

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 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 $ 3,500.00
SEWAGE FACILITIES - SEPTIC SYSTEM HAS BEEN INSTALLED AT A TOTAL COST OF $1,500.00

FINAL WATER AND SEWER ENGINEERING REPORT IN SPANISH

PROVISION DE AGUA: DESCRIPCION, GASTOS Y FECHA DE INICIO

LA SUBDIVISION DE MYRNA SUBDIVISION RECIBIRA SU PROVISION DE AGUA DE LA CIUDAD DE EDINBURG. EL DUENO DE LA SUBDIVISION Y LA COMPANIA AGUA LA CIUDAD DE EDINBURG, HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISION RECIBIRA SU PROVISION DE AGUA POR LOS PROXIMOS 30 ANOS. LA CIUDAD DE EDINBURG, 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 MEDINA ESTATES CONSISTE DE UN CONDUCTO DE AGUA EXISTENTE DE 6- PULGADAS DE DIAMETRO QUE PASA POR EL LADO OESTE DEL DERECHO DE VIA (RIGHT-OF-WAY) DE LA CARRETERA SEMINARY ROAD

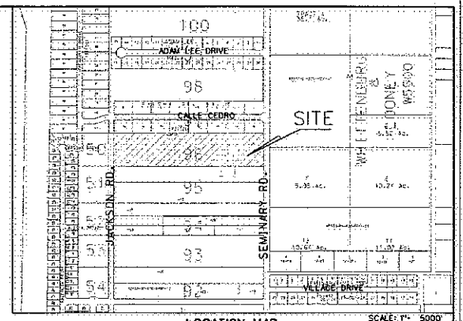
DEL CONDUCTO DE AGUA DE 6 PULGADAS SE INSTALARA UN CONDUCTO DOBLE DE 1 UNA PULGADA DE DIAMETRO PARA EL LOTE 1 Y EL MEDIDOR MECANICO DE AGUA A UN COSTO TOTAL DE $1,500.00
EL DUENO DE LA SUBDIVISION TAMBIEN LE HA PAGADO A LA CIUDAD DE EDINBURG $1,000.00 POR LA SUBDIVISION QUE CUBRE EL COSTO DEL MEDIDOR 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 LA CIUDAD DE EDINBURG 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.
EL LOTE 2 YA TIENEN UN MEDIDOR DE AGUA

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 $ 1,500.00. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODAS LAS FOSAS SEPTICAS Y AH APROBADO LA INSTALACION DE LAS FOSAS SEPTICAS DESDE _____
EL LOTE 2 YA TIENEN UN SYSTEMA SEPTICO



LOCATION MAP SCALE: 1" = 5000'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

MYRNA SUBDIVISION IS WITHIN HIDALGO COUNTY PRECINCT No. 4 AND IS LOCATED CENTRAL HIDALGO COUNTY, ON THE WEST SIDE OF SEMINARY ROAD, 150.00 FEET SOUTH OF CALLE CEDRO. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG (POPULATION OF 30,773 2005 CENSUS). MYRNA SUBDIVISION LIES WITHIN THE 2 MILE EXTRATERRITORIAL JURISDICTION OF CITY OF EDINBURG UNDER LOCAL GOVERNMENT CODE § 212.001.

DRAINAGE REPORT:

SEPTEMBER 2013
DRAINAGE REPORT:
BY: INEZ B. GARZA JR. P.E.

MYRNA SUBDIVISION
HIDALGO COUNTY, TEXAS

PROJECT LOCATION:
THE PROPERTY IS LOCATED ON THE WEST SIDE OF SEMINARY ROAD, 150.00 FEET SOUTH OF CALLE CEDRO.

FLOOD PLAIN:
THE SUBJECT TRACT LIES IN: ZONE "B"
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.
IN ACCORDANCE WITH FEMA FIRM MAP NO. 480334 0325 C
MAP REVISED: JUNE 6, 2000 REVISED TO REFLECT LOMR DATED MAY 17, 2001

SOIL CONDITIONS:
A REVIEW OF THE SOIL SURVEY OF HIDALGO COUNTY INDICATES THE SUBJECT TRACT LIES IN AN AREA OF PREDOMINANTLY HOMLGO SANDY CLAY LOAM SOIL THAT HAS A POOR LOW SHRINK-SWALE POTENTIAL AND IS LISTED IN HYDROLOGICAL GROUP B.

EXISTING CONDITIONS:
THE SUBJECT TRACT IS CURRENTLY DEVELOPED. LOT 2 HAVE AN EXISTING HOUSE THE EXISTING TERRAIN HAS A GRADE OF APPROXIMATLEY 0.1%. EXISTING RUNOFF (1.88 CFS) FROM THE SITE IS BY FORM OF SHEET FLOW RUNS TOWARDS THE EAST SIDE OF THIS TRACT.

PROPOSED CONDITIONS:
THE PROPOSED CONDITIONS FOR THIS SUBJECT TRACT CONSIST OF 2 RESIDENTIAL LOTS. THE STORM SEWER RUNOFF AFTER DEVELOPMENT TO BE 2.70 CFS, I HAVE CALCULATED THAT 8,384 CF OF STORM SEWER FOR A 10-YEAR DESIGN FREQUENCY. AND WILL BE DETAINED WITHIN THE PROPERTY BY A DETENTION AREAS.

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 0325 C
MAP REVISED: JUNE 6, 2000 REVISED TO REFLECT LOMR DATED MAY 17, 2001
BASED ON GRAPHICAL REPRESENTATION ON DATE SIGN.

INEZ B. GARZA JR.
REG. PROFESSIONAL ENGINNER # 60824
100 E. FERGUSON
PHARR, TEXAS. 78577

STATE OF TEXAS
INEZ B. GARZA JR.
60824
REGISTERED PROFESSIONAL ENGINEER

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 GOBERNANDO 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 $ 3,500.00

DENAJE: SE ESTIMA QUE LA FOSA SEPTICA COSTARA $ 1,500.00 PARA LA SUBDIVISION..

INEZ B. GARZA JR.
REG. PROFESSIONAL ENGINNER # 60824
100 E. FERGUSON
PHARR, TEXAS. 78577

STATE OF TEXAS
INEZ B. GARZA JR.
60824
REGISTERED PROFESSIONAL ENGINEER

REVISION NOTES:

No.	SHEET	REVISION	DATE	APPROVED

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	MYRNA SALINAS	P.O. BOX 4000	EDINBURG, TEXAS. 78540	
ENGINEER:	INEZ B. GARZA JR.	100 E. FERGUSON	PHARR, TEXAS. 78577	(956) 533-9200
SURVEYOR:	HOMERO L. GUTIERREZ	2600 SAN DIEGO	MISSION, TEXAS. 78572	(956) 583-5479

DATE OF PREPARATION: MARCH 2013

GARZA AND GARZA ENGINEERING
CONSULTING ENGINEERS
100 E. FERGUSON, PHARR TEXAS. 78577
Tel. 956-533-9200

SHEET 2 OF 2

INDEX TO SHEET OF MYRNA 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 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. CERTIFICATIONS: H.C. IRRIGATION DISTRICT NO. 6 CERTIFICATE OF APPROVAL: REVISION NOTES: FLOOD CERTIFICATE

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: 03-25-2014

PROPOSED **RED GATE** SUBDIVISION, PRECINCT No. **4 .**

ENGINEER: **BURNES & MCDONNELL** DEVELOPER: **SOUTH TEXAS ELECTRIC COOPERATIVE**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: ___ ☐ *SINGLE FAMILY ___ ☐ *MULTI-FAMILY **1** ☒ COMMERCIAL ___ ☐ INSTITUTIONAL

LOCATION DESCRIPTION: **SOUTH OF FM 490, APPROX. 1 ½ MILES WEST OF FM 281**

SUBDIVISION LIES WITHIN THE: ☒ RURAL AREA OF THE COUNTY

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **02-06-14** PROPERTY LIES WITHIN FLOOD ZONE: **"C"** AS PER FEMA.

DRAINAGE DESIGN: **Detention will be provided by existing pond on property low area.**

ROAD R.O.W. DEDICATION: **20 feet to FM 490**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **03-18-14** By, PCT. 4 R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **02-21-14** By, **Elizardo "Chardo" Ramos,** Environmental Health Division Manager

☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Burns & McDonnell**

SEWER SYSTEM: ☒ OSSF WILL BE INSTALLED AT BUILDING PERMIT STAGE

WATER SERVICE PROVIDER: **WATER WELL** LOCATION: **ON SITE**

H.C.O.E.C. FINAL APPROVAL DATE: **03-17-14 .**: 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.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY ADVISORY BOARD ON: _____, __

STAFF RECOMMENDS:

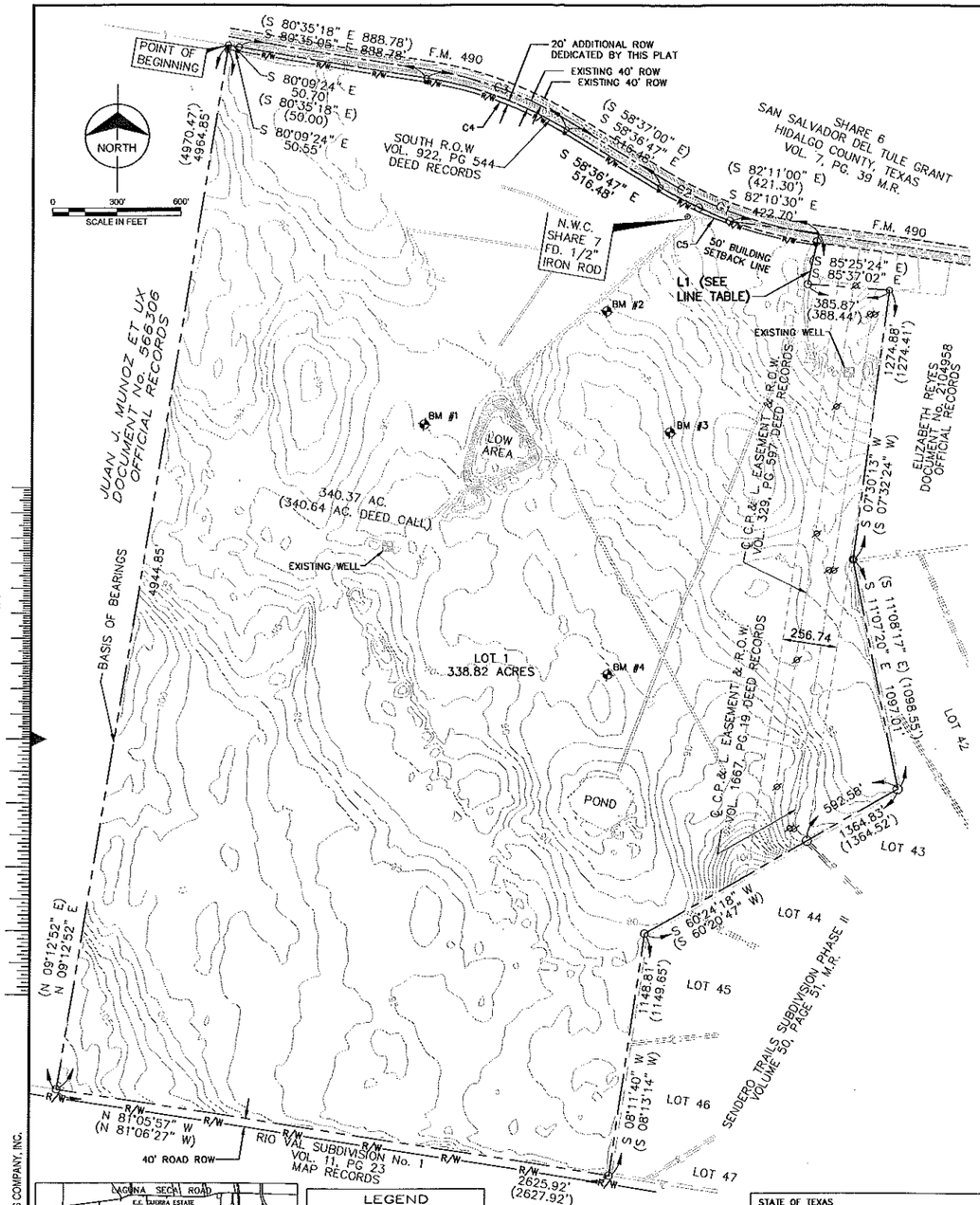
☒ **Preliminary Approval** *subject to comments and future recommendations by planning and other departments.*

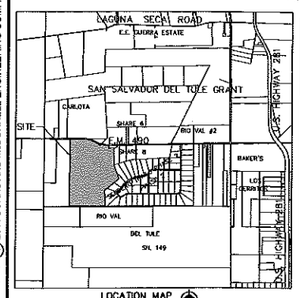
☐ **Final Approval** *subject to recommendations other departments*

☐ **Final Approval** *with financial guarantee.*

This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules,

* *Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*





LOCATION MAP
SCALE: 1"=5,000'

LEGEND

○	– FD. 1/2 INCH IRON ROD
◉	– FD. 1/2 INCH IRON PIPE
-x-	– FENCE
-R/W-	– RIGHT OF WAY
	– ELECTRIC OVERHEAD LINE
	– BENCHMARK
	– EXISTING WELL
	– POWER POLE
	– GUY WIRE
	– TEL. PEDESTAL
G	– GAS MARKER
M	– MAIL BOX
	– SIGN
	– ROAD REFLECTOR
(XXXX)	– DEED CALL
VOL.	– VOLUME
PG.	– PAGE
AC.	– ACRES
NO.	– NUMBER
M.R.	– MAP RECORDS
ROW	– RIGHT OF WAY
℄	– CENTER LINE

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Scale For Microfilming
Inches Millimeters

PRINCIPAL CONTACTS

OWNER:

SOUTH TEXAS ELECTRIC COOPERATIVE, INC.
2849 FARM ROAD 477
NURSERY, TEXAS 77976
361-575-6491

ENGINEER:

BURNS AND MCDONNELL
J. STEENKEN, PE
1431 OPUS PLACE, SUITE 400
DOWNERS GROVE, ILLINOIS 60515
630-724-3200

SURVEYOR:

RIO DELTA SURVEYING
JOSE MARIO GONZALEZ, RPLS
24593 FM88
MONTE ALTO, TEXAS 78538
956-380-5154

STATE OF TEXAS
COUNTY OF HIDALGO

UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE REDGATE SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____

_____ _____
HIDALGO COUNTY JUDGE DATE

ATTEST: _____ _____
HIDALGO COUNTY CLERK DATE

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF REDGATE SUBDIVISION WAS REVIEWED AND APROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON_____

_____ _____
HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

GENERAL SUBDIVISION PLAT NOTES

1. MINIMUM FINISH FLOOR ELEVATION SHALL BE AT 18" ABOVE 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 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.
2. FLOOD ZONE STATEMENT:
   FLOOD ZONE DESIGNATION: ZONE "C"
   (AREAS OF MINIMAL FLOODING)(NO SHADING)
   COMMUNITY–PANEL NUMBER: 480334 0225 B
   EFFECTIVE DATE: JANUARY 2, 1981
3. SETBACKS:
   FRONT: 50.00 FEET
   REAR: 15.00 FEET OR EASEMENT WHICHEVER IS GREATER
   SIDES: 6.00 FEET OR EASEMENT WHICHEVER IS GREATER
4. CORNER MARKERS, CONSISTING OF A ONE–HALF (1/2) INCH STEEL ROD 18 INCHES IN LENGTH, WITH PLASTIC CAP STAMPED "RIO DELTA SURVEYING", HAVE BEEN DRIVEN FLUSH WITH THE GROUND SURFACE TO MARK THE CORNERS OF ALL LOTS.
5. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THIS PLAT:
   DESCRIPTION: 30" ALUMINUM STAKE IN CONCRETE WITH PLASTIC CAP STAMPED "RIO DELTA SURVEYING".

BM #1	BM #2	BM #3	BM #4
N: 16690227.74	N: 16690759.05	N: 16690192.14	N: 16689054.56
E: 1089798.62	E: 1090655.90	E: 1090953.90	E: 1090666.93
ELEV: 90.52	ELEV: 88.08	ELEV: 86.23	ELEV: 90.18
NAVD 88	NAVD 88	NAVD 88	NAVD 88

6. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO OBTAIN A TOTAL OF 878.140 CUBIC–FEET (20.11 ACRE–FEET) OF STORM WATER RUNOFF. CALCULATIONS COINCIDE WITH APPROVED DRAINAGE REPORT.
7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS, TREES AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
8. NO PUBLIC UTILITIES WILL BE INCLUDED IN THIS SUBDIVISION.
9. ON–SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON–SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY HEALTH DEPARTMENT. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING PRIOR TO OCCUPYING A LOT IN ACCORDANCE WITH STATE AND COUNTY REGULATION.
10. THERE ARE TWO WATER WELLS LOCATED WITHIN THE BOUNDARIES ON THIS SUBDIVISION.
11. AN OFF–STREET PARKING LOT 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 AND DRAINAGE PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
12. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SWJP) REQUIREMENTS.
13. LOT 1 SHALL BE FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN COMMERCIAL. LOT 1 IS FOR NONRESIDENTIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. A BUFFER FENCE IS REQUIRED TO BE INSTALLED BY DEVELOPER ALONG ALL ABUTTING RESIDENTIAL LOTS. APPLICATIONS FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL ARE REQUIRED PRIOR TO OCCUPYING THE LOT.
14. OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT IS RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS (COUNTY), AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 (DRAINAGE DISTRICT), MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OR ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND/OR DRAINAGE DISTRICT ARE ALSO ENTITLED TO RECOVER ALL ENFORCEMENT COSTS AND/OR MAINTENANCE COSTS FROM THE LOT OWNERS IN VIOLATION. IN THE EVENT THE DRAINAGE SWALES DEPICTED ON THE SUBDIVISION PLAT ARE NO LONGER NECESSARY FOR DRAINAGE OF THE LOTS COMPRISING REDGATE SUBDIVISION BECAUSE AN ALTERNATE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATIONS IS FULLY OPERATIONAL AND ACTUALLY SERVICING ALL THE LOTS IN REDGATE 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 A LOT IN REDGATE SUBDIVISION ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY), TO RELEASE THE DRAINAGE EASEMENT BURDENING THE DRAINAGE SWALES PURSUANT TO THIS PLAT NOTE, BY AN INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
15. THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE IF IT IS DETERMINED AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAN PLAT ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THIS SUBDIVISION.

LINE TABLE

L1	S 12°10'49" W (S 12°30'55" W)	245.24' (241.59')

CURVE DATA

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	1950.00'	(162.59')–160.99'	(162.54')–160.95'	(S64°17'21"E)–S64°59'53"E
C2	(1955.36')–1950.00'	(204.23')–201.13'	(204.13')–201.04'	(S62°22'14"E)–S62°19'49"E
C3	1870.00'	709.27'	705.03'	S69°43'08"E
C4	1850.00'	701.09'	697.49'	S69°43'08"E
C5	1970.00'	789.54'	784.27'	S70°51'25"E

STATE OF TEXAS COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON (S) WHOSE NAME (S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE (THEY) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE_____DAY OF_____20_____

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES_____

STATE OF TEXAS COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

AS OWNER OF THE 338.82 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED REDGATE SUBDIVISION HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE OF STREETS, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____ _____
OWNER: DATE

REDGATE POWER PROJECT
SOUTH TEXAS ELECTRIC COOPERATIVE, INC.
2849 FARM ROAD 477
NURSERY, TEXAS 77976
361-575-6491

PLAT OF REDGATE SUBDIVISION

A 340.37 ACRE TRACT OF LAND OUT OF TRACT 148, SAN SALVADOR DEL TULE GRANT, HIDALGO COUNTY, TEXAS, AND OUT OF SHARE 6, AND SHARE 7, PARTITION OF TRACTS 117 AND 119 SAN SALVADOR DEL TULE GRANT AS PER MAP RECORDED IN VOLUME 7, PAGE 39, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 340.37 acre tract of land out of Tract 148, San Salvador Del Tule Grant, Hidalgo County, Texas, and out of Share 6 and Share 7, Partition of Tracts 117 and 119 San Salvador Del Tule Grant as per map recorded in Volume 7 Page 39, Map Records of Hidalgo County, Texas said 340.37 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a ½" iron rod found at the South right of way line of F.M. Road 490 for the Northeast corner of the Juan J. Munoz Survey, recorded in Document No. 566306 O.R.) the Northwest corner of this tract of land and the POINT OF BEGINNING;

THENCE S 80°09'24" E (deed a 80°35'18" E) with the South right of way line of F.M. Road 490, a distance of 50.70' (deed 50.00') to a ½" iron rod found for a corner of this tract of land;

THENCE S 80°35'05" E (deed S 80°35'18" E) continuing with the South right of way line of said F.M. Road 490, a distance of 888.78' to a ½" iron rod set for a corner of this tract of land;

THENCE continuing with said South right of way line, being a curve to the right, having a Radius of 1870.00 feet, a Delta Angle of 21°43'54", an Arc Length of 709.27, a Chord Direction of S 69°43'08" E, and a Chord distance of 705.03 to a ½" iron rod set for a corner of this tract of land;

THENCE S 58°36'47" E (deed S 58°37'00" E) continuing with the South right of way line of said F.M. Road 490, a distance of 516.48' to a ½" iron rod set for a corner of this tract of land;

THENCE continuing with said South right of way line being a curve to the right, having a radius of 1850.00 (deed 1855.36') a Delta Angle of 05°54'35" (deed 05°59'03"), an Arc Length of 201.13 feet (deed 204.23') a Chord Direction of S 62°19'49" E (deed S 62°22'14") a Chord distance of 201.04 (deed 204.13') to a ½" iron rod found for a corner of this tract of land;

THENCE continuing with said South right of way line of F.M. Road 490, being a curve to the left having a Radius of 1950.00 feet a Delta Angle of 04°43'48", an Arc Length of 160.99 feet (deed 162.59'), a Chord Direction of S 64°59'53" E (deed S 64°17'21" E) a distance of 160.95' (deed 162.54') to a ½" iron rod set for a corner of this tract of land ;

THENCE S 82°10'30" E (deed S 82°11'00" E), a distance of 422.70' (deed 421.30') to a corner of this tract of land;

THENCE S 12°10'49" W (deed S 12°30'55" W) at 40.23 feet pass a ½" rod found at the South right of way line of said F.M. Road, 490, at 245.24' (deed 241.59') in all to a ½" iron rod found for a corner of this tract of land;

THENCE S 85°37'02" E (deed S 85°25'24" E) a distance of 385.87' (deed 388.44') to a ½" iron rod found for a corner of this tract of land;

THENCE S 07°30'13" W (deed S 07°32'24" W) a distance of 1274.88' (deed 1274.41') to a ½" pipe found for a corner of this tract of land;

THENCE S 11°07'20" E (deed S 11°08'17"E) a distance of 1097.01' (deed 1098.55') to a ½" iron rod found for a corner of this tract of land;

THENCE S 60°24'18" W (deed S 60°20'47" W) a distance of 1364.83' (deed 1364.52') to a ½" iron rod set for a corner of this tract of land;

THENCE S 08°11'40" W (deed S 08°13'14" W) a distance of 1148.81' (deed 1149.65') to a ½" rod set for a corner of this tract of land;

THENCE N 81°05'57" W (deed N 81°06'27" W) a distance of 2625.92' (deed 2627.92') to a ½" iron rod found for a corner of this tract of land

THENCE N 09°12'52" E a distance of 4964.85' (deed 4970.47') to the POINT OF BEGINNING, containing 340.37 acres of land more or less. Deed call 340.64 acres of land more or less.

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

HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE §49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

BY: _____

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

DATED THIS THE _____ DAY OF _____ 2014

_____
REGISTERED PROFESSIONAL ENGINEER
No. 100903 STATE OF TEXAS

STATE OF TEXAS
JOHN R. STEENKEN
100903
REGISTERED PROFESSIONAL ENGINEER

STATE OF TEXAS
COUNTY OF HIDALGO

I, JOSE MARIO GONZALEZ, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE AR NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS; VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WHERE PROPERLY PACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF EDINBURG, TEXAS.

DATED THIS THE _____ DAY OF _____ 2014

_____
REGISTERED PROFESSIONAL SURVEYOR
NO.5521 STATE OF TEXAS

STATE OF TEXAS
JOSE MARIO GONZALEZ
5521
REGISTERED PROFESSIONAL LAND SURVEYOR

no.	date	by	ckd	description

Burns & McDonnell SINCE 1898
9400 WARD PARKWAY
KANSAS CITY, MO
816-333-9400
FIRM LICENSE NO. F-845

date	detailed
JANUARY 25, 2014	C. CRAIN
designed	checked
-	-

South Texas Electric Cooperative, Inc.
HOUSTON, TEXAS
STEC

REDGATE POWER PROJECT
PLAT OF SUBDIVISION

project	contract
74980	C8110
drawing PL001	rev. -
sheet - of - sheets	
file 74980-PLAT OF SUB1.DWG	

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: 03-25-2014

PROPOSED **MACEDONIA CHRISTIAN ACADEMY** SUBDIVISION, PRECINCT No. **1** .

ENGINEER: **URBAN INFRASTRUCTURE GROUP** DEVELOPER: **SANTIAGO CURLING**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: ____ ☐ *SINGLE FAMILY ____ ☐ *MULTI-FAMILY ____ ☐ COMMERCIAL **1** ☒ INSTITUTIONAL

LOCATION DESCRIPTION: **On the South side of FM 495 approximately ¼ mile West of Border Rd.**

SUBDIVISION LIES WITHIN THE: ☒ *ETJ of* **Alamo** The Property is in compliance with the City of Alamo's Subdivision regulations where such division is not further divided and not involves any new streets, alley, or easement of access and as per Texas Local Government Code Section 212.012© (4) by where the land is located outside the municipal limits.

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **07-18-13** PROPERTY LIES WITHIN FLOOD ZONE: **"C" & "A"** AS PER FEMA.

DRAINAGE DESIGN: **Detention will be accomplished by onsite detention low areas discharging to a drain ditch East with a 18" RCP.**

ROAD R.O.W. DEDICATION: **10 additional feet on FM 495**

H.C.R.O.W. FINAL APPROVAL DATE: **02-06-14** By, **Roy Gonzalez** PCT. 1 R.O.W. AGENT

H.C.H.D FINAL APPROVAL DATE: **01-14-14** by: **Elizardo "Chardo" Ramos,** Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Craig A. Gonzalez**
☒ OSSF WILL BE INSTALLED AT BUILDING PERMIT STAGE

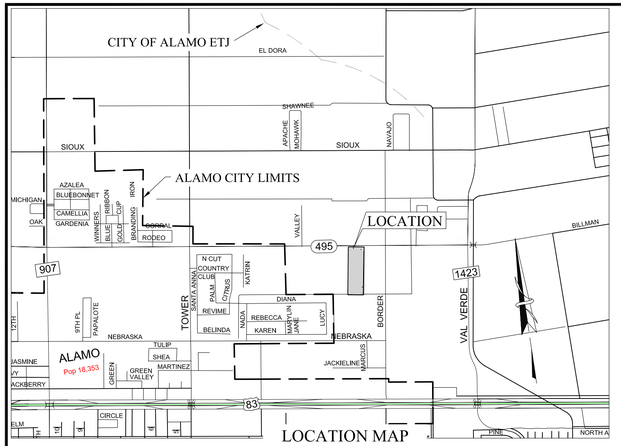
WATER SERVICE PROVIDER: **N.A.W.S.C.** LINE SIZE: **8"** LOCATION: **FM 495**

H.C.O.E.C. FINAL APPROVED DATE: **01-13-14 .**: By **Martin Ramirez, Director of Office of Environmental Compliance**
☒ **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.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: **SEPTEMBER 03, 2013**

STAFF RECOMMENDS: ☒ **Final Approval** *subject to recommendations from other departments*

* *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.*



LOCATION MAP
SCALE: 1"=2000'

MACEDONIAN CHRISTIAN ACADEMY SUBDIVISION PLAT

MACEDONIAN CHRISTIAN ACADEMY IS LOCATED WITHIN HIDALGO COUNTY PRECINCT No. 1 IN THE NORTHEAST SIDE OF HIDALGO COUNTY AT THE NORTHEAST INTERSECTION OF KANSAS ROAD (F.M.495) AND PLUS OR MINUS 660.99' FROM CENTERLINE OF BORDER ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF ALAMO, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF ALAMO (POPULATION 18,353). MACEDONIAN CHRISTIAN ACADEMY LIES APPROXIMATELY 0.08 MILES FROM THE CITY LIMITS OF ALAMO AND IS WITHIN THE CITY'S 5 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE 212001.

METES AND BOUNDS DESCRIPTION:

A 12.76 ACRE TRACT OF LAND OUT OF THE WEST 25.55 ACRES OF LOT 10, BLOCK 42, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, AS PER MAP THEREOF RECORDED IN VOLUME 1 PAGES 24–26 OF THE MAP RECORDS OF SAID COUNTY; SAID 12.76 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT, THENCE WITH THE NORTH LINE OF SAID LOT, THE CENTERLINE OF KANSAS ROAD (F.M. 495), SOUTH 81°–15' EAST 422.00 FEET, TO THE NORTHWEST CORNER HEREOF AND THE PLACE OF BEGINNING.

THENCE CONTINUING WITH SAID NORTH LINE, SOUTH 81°–15' EAST 421.15 FEET TO THE NORTHEAST CORNER HEREOF;

THENCE WITH THE WEST LINE OF THOSE TRACTS DESCRIBED IN DOCUMENT NUMBERS 1671992, 1670974, 1671993, 1671991, 1801490, 1671994 AND 892411 OFFICIAL RECORDS, SOUTH 08°–45' WEST, AT 50.00 FEET FOUND A ONE–HALF (1/2) INCH DIAMETER IRON ROD WITH CAP STAMPED "CVQ" AT THE SOUTH RIGHT OF WAY OF KANSAS ROAD, AT 1320.00 FEET IN ALL TO THE SOUTHEAST CORNER HEREOF, WHENCE A ONE–HALF (1/2) INCH DIAMETER IRON ROD SET BEARS NORTH 81°–15' WEST 45.00 FEET AND NORTH 08°–45' EAST 40.00 FEET;

THENCE WITH THE SOUTH LINE SAID LOT IN AN EXISTING DRAIN DITCH, NORTH 81°–15' WEST 421.15 FEET TO THE SOUTHWEST CORNER HEREOF;

THENCE WITH THE EAST LINE OF PO–NANA L.P'S. TRACT DESCRIBED IN DOCUMENT NO. 1978981 OFFICIAL RECORDS, NORTH 08°–45' EAST, AT 40.00 FEET SET A ONE–HALF (1/2) INCH DIAMETER IRON ROD AT THE NORTH RIGHT OF WAY DRAIN DITCH AS DESCRIBED IN VOLUME 25 PAGE 312 DEED RECORDS, AT 1270.00 FEET FOUND A ONE–HALF (1/2) INCH DIAMETER IRON ROD AT THE SOUTH RIGHT OF WAY OF SAID ROAD, AT 1320.00 FEET IN ALL TO THE PLACE OF BEGINNING, CONTAINING TWELVE AND SEVENTY–SIX HUNDREDTHS (12.76) ACRES, MORE OR LESS;

HIDALGO COUNTY GENERAL SUBDIVISION PLAT NOTES

1. FLOOD ZONE STATEMENT:
   FLOOD ZONE DESIGNATION: ZONE "A" (SHADED) & "C" (NO SHADING)

   ZONE "C" AREAS OF MINIMAL FLOODING. (NO SHADING)
   COMMUNITY–PANEL NO. 480334 0425 C EFFECTIVE DATE: NOVEMBER 16, 1982
   ZONE "A" AREAS OF 100–YEAR FLOOD; BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS NOT DETERMINED. COMMUNITY–PANEL NO. 480334 0425 C EFFECTIVE DATE: NOVEMBER 16, 1982.

   CALCULATED BASE FLOOD ELEVATION = 89.50

   COMMUNITY–PANEL NO. 480334 0425 C EFFECTIVE DATE: NOVEMBER 16, 1982 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOODPLAIN ADMINISTRATOR HAVE IDENTIFIED NO OTHER AREAS AS SHOWN ON THIS PLAT ARE WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100–YEAR FLOODPLAIN.

2. SETBACKS:
   FRONT: 50.00 FEET.
   REAR: 15.00 FEET OR EASEMENT WHICHEVER IS GREATER
   SIDE: 6.00 FEET OR EASEMENT WHICHEVER IS GREATER

3. 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.

4. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
   –>B.M. NO. 1–ELEV. 89.77 N.G.V.D. 88 DATUM DESCRIPTION: TOP OF CURB. CENTER OF STORM WATER INLET N.E. CORNER OF PROPERTY.
   –>B.M. NO. 2–ELEV. 89.23 N.G.V.D. 88 DATUM DESCRIPTION: TOP OF CURB. CENTER OF STORM WATER INLET LOCATED AT THE CENTER OF THE NORTH SIDE OF THE PROPERTY.

5. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 27,977 CUBIC–FEET 0.64 ACRE–FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS SHOWN ON SHEET No.2 OF THIS PLAT.

6. 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.

7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

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, EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND THEREAFTER USE, OPERATE, INSPECT, REPAIR MAINTAIN, REPLACE, AND REMOVE WATER DISTRIBUTION LINES APPURTENANCES OVER AND ACROSS THE LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS OF THE PURPOSE FOR WHICH THE ABOVE MENTIONED RIGHTS ARE GRANTED, THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED. IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE CITY, COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY 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. 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 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_____.

_____
DEVELOPER

PRINCIPAL CONTACTS	NAME	ADDRESS	PHONE	FAX
OWNER: MACEDONIAN CHRISTRIAN ACADEMY	JUAN CURLING	NORTH VALVERDE, DONNA, TEXAS 78537	(956) 464–7950	(956) 566–9656
ENGINEER: URBAN INFRASTRUCTURE GROUP INC.	CRAIG GONZALEZ	407 N. SALINAS BLVD., DONNA, TEXAS 78537	(956) 464–4710	(956) 464–4717
SURVEYOR: PENA ENGINEERING	PAUL PENA	1001 WHITEING AVENUE McALLEN, TEXAS 78501	(956) 682–8812	(956) 631–7382

STATE OF TEXAS
HIDALGO COUNTY

OWNERS DEDICATION, CERTIFICATION, AND ATTESTATION

I, SANTIAGO CURLING, PRESIDENT OF MACEDONIAN CHRISTIAN ACADEMY SCHOOL BOARD AS OWNER (S) OF THE 12.76 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED MACEDONIAN CHRISTIAN ACADEMY SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATED TO THE PUBLIC USE THE EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE s 232.032 AN THAT

(A) THE WATER QUALITY CONNECTIONS TO THE LOT(S) MEET OR WILL MEET MINIMUM STATE STANDARDS.
(B) SANITARY SEWER CONNECTIONS TO THE LOT(S) OR SEPTIC TANKS MEET OR WILL MEET MINIMUM STATE STANDARDS.

(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOT(S) MEET OR WILL MEET MINIMUM STATE STANDARDS.

(D) GAS CONNECTIONS, IF AVAILABLE PROVIDED TO THE LOT(S) MEET OR WILL MEET MINIMUM STATE STANDARDS. I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

BY: MACEDONIAN CHRISTIAN ACADEMY _____ DATE
SANTIAGO CURLING, PRESIDENT, MACEDONIAN CHRISTIAN ACADEMY
401 N. VALVERDE ROAD, DONNA, TEXAS 78537
(956) 464–7950

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____KNOWN TO ME BY THE PERSON(S) WHOSE NAME (S) IS ARE _____SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PROPOSED AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF THE OFFICE THIS THE _____ DAY OF _____ 20___.

_____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES_____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF MACEDONIAN CHRISTIAN ACADEMY WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY ENVIRONMENTAL HEALTH DEPARTMENT ON _____ _____

_____
ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

HIDALGO COUNTY IRRIGATION DISTRICT No. 2
CERTIFICATE OF PLAT APPROVAL

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No. 2 ON THIS, THE _____DAY OF_____,20____.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT #2 RIGHTS OF WAYS OR EASEMENTS.

_____ ATTEST _____
PRESIDENT SECRETARY

8. 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.

9. ALL CONSTRUCTION SHALL COMPLY WITH COUNTY OF HIDALGO STORM WATER POLLUTION PREVENTION PLAN (SWPPP) REQUIREMENTS.

10. AN OFF–STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR SCHOOLS USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

11. A 24 FOOT DRIVEWAY ENTRANCE SHALL BE CONSTRUCTED BY DEVELOPER; TxDOT DRIVEWAY/ENTRANCE PERMIT IS REQUIRED PRIOR TO THE CONSTRUCTION OF THE DRIVEWAY ON TO FM 495 (KANSAS RD.), AND THE COUNTY ISSUING A DEVELOPMENT APPLICATION PERMIT.

12. THERE ARE NO VISIBLE WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

13. MACEDONIAN CHRISTIAN ACADEMY, THE OWNER & SUBDIVIDER OF MACEDONIAN CHRISTIAN ACADEMY SUBDIVISION, RETAINS A BLANKET EASEMENT UPON LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO.2 OF THIS PLAT.

14. MACEDONIAN CHRISTIAN ACADEMY IS BEING DESIGNED FOR DISPOSAL OF INSTITUTIONAL SEWAGE IN ACCORDANCE WITH TCEQ GUIDELINES. ENGINEER CERTIFIES BY SIGNING THIS PLAT THAT THE DESIGN OF SAID SYSTEM MEETS ALL TCEQ REGULATIONS GOVERNING THIS TYPE OF WORK.

15. DRAINAGE DETENTION POND SHALL BE CONSTRUCTED IN DESIGNATED EASEMENT AREAS AS DESIGNED BY PROJECT PLAT ENGINEER AT DEVELOPMENT APPLICATION PERMIT STAGE PRIOR TO THE COUNTY ISSUING A FINAL LIGHT AND WATER CLEARANCE. NO FINAL LIGHT OR WATER CLEARANCE SHALL BE ISSUED UNTIL THE DRAINAGE DETENTION POND IS CONSTRUCTED BY OWNER AND INSPECTED BY COUNTY.

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE S 232.028(a)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF MACEDONIAN CHRISTIAN ACADEMY WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON_____
_____

_____
HIDALGO COUNTY JUDGE DATE

_____
HIDALGO COUNTY CLERK DATE

FILED FOR RECORD IN HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON _____AT_____A.M./P.M.

INSTRUMENT NUMBER_____ .

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____, DEPUTY CLERK

STATE OF TEXAS
HIDALGO COUNTY

I, PABLO PENA, A DREGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY THAT THE MAP ON THIS SHEET SHOWING THE LOT, AND EASEMENTS OF MACEDONIAN CHRISTIAN ACADEMY AND ITS MEETS AND BOUNDS DESCRIPTION WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON _____ ____ 20___

_____
PABLO PENA III DATE:
R.P.L.S. No. 5242
FIRM No. 10087200

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

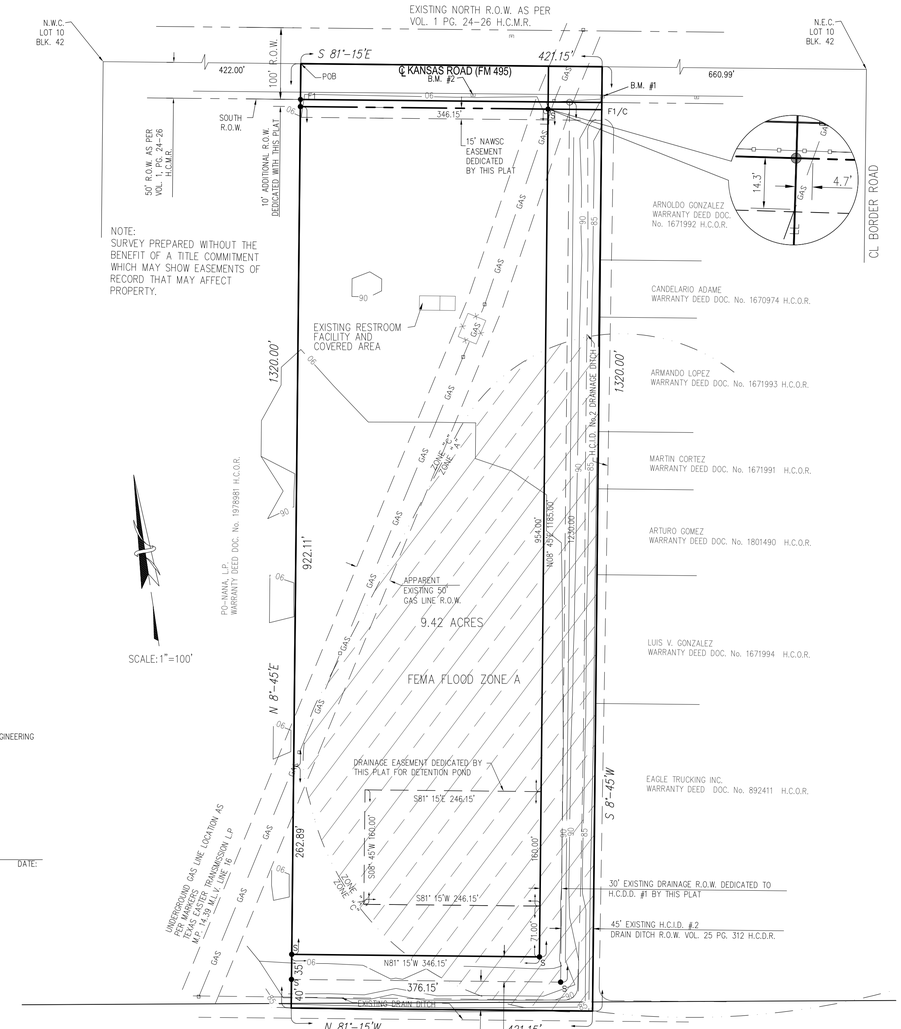
_____
DISTRICT MANAGER DATE

STATE OF TEXAS
HIDALGO COUNTY

I CRAIG A. GONZALEZ, A LICENSED ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

STATE OF TEXAS
CRAIG A. GONZALEZ
99268
LICENSED
PROFESSIONAL ENGINEER

_____ DATE:
CRAIG A. GONZALEZ, P.E.
LICENSED PROFESSIONAL ENGINEER No. 99268



LEGEND

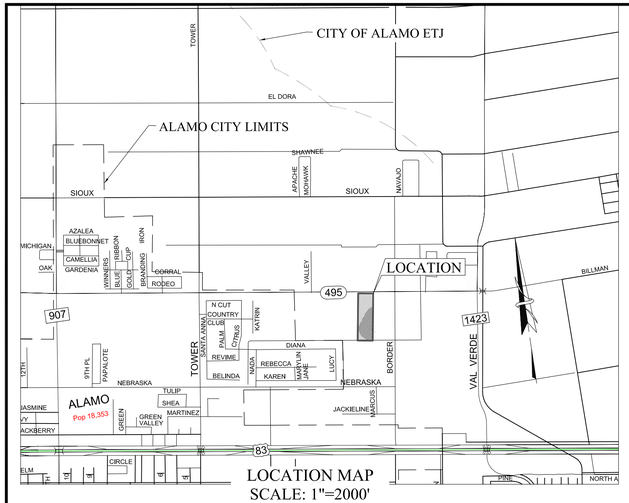
S – SET 1/2" DIA. IRON ROD
F1 – FOUND 1/2" DIA. IRON ROD
F1/C – FOUND 1/2" DIA. IRON ROD WITH CAP STAMPED "CVQ"
R.O.W. – RIGHT–OF–WAY
B/C – BACK OF CONC. CURB & GUTTER
T/C – TOP OF CONC. CURB
CONC. – CONCRETE
CVRD. – COVERED
M.R. – MAP RECORDS
D.R. – DEED RECORDS
O.R. – OFFICIAL RECORDS
PP – POWER POLE
C.M. – GAS MARKER
N.E.C. – NORTHEAST CORNER
I/V – IRRIGATION VALVE
(100.0) – NAT. GROUND ELEV. (NGVD 88 DATUM)
GAS — GAS LINE
DHE — POWER POLE LINE
6' CHAINLINK FENCE
6' WROUGHT IRON FENCE

INDEX TO SHEET OF MACEDONIAN CHRISTIAN ACADEMY

1	HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESCIGNATIONS;LEGAL DESCRIPTION (METES AND BOUNDS); PLAT NOTES AND RESTRICTIONS; OWNERS DEDICATION CERTIFICATION, ATTESTATION; ENGINEER'S & SURVEYOR'S CERTIFICATION; CITY APPROVAL CERTIFICATION; HIDALGO COUNTY CERTIFICATION OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND COUNTY CLERK'S RECORDING CERTIFICATION; HIDALGO COUNTY IRRIGATION DISTRICT No. 2 APPROVAL, H.C.D.D. No. 1 APPROVAL, HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATION.
2	WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, ENGINEERING REPORT. INCLUDING DESCRIPTION OF WATER AND WASTE WATER (OSSF) AND ENGINEERS CERTIFICATION; TYPICAL WATER SERVICE CONNECTION; SUBDIVIDER CERTIFICATE AND STATEMENT. DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND ENGINEERING CERTIFICATION; MAP OF UTILITIES, BUILDING SITE PLAN, TOPOGRAPHY AND DRAINAGE; CONSTRUCTION DETAILS, REVISION NOTES.

REVISION	DATE	BY
REVISED PER HIDALGO COUNTY 1ST REVIEW RED LINES	11/06/2013	CAG

URBAN INFRASTRUCTURE GROUP, INC.
407 N. SALINAS BLVD.
PO BOX 729
DONNA, TEXAS 78537
(956) 464-4710
TBPE FIRM NO. F-13094 WWW.UIGTEXAS.COM



LOCATION MAP
SCALE: 1"=2000'

MACEDONIAN CHRISTIAN ACADEMY SUBDIVISION PLAT

MACEDONIAN CHRISTIAN ACADEMY IS LOCATED WITHIN HIDALGO COUNTY PRECINCT No. 1 IN THE NORTHEAST SIDE OF HIDALGO COUNTY AT THE NORTHEAST INTERSECTION OF KANSAS ROAD (F.M.495) AND PLUS OR MINUS 660.99' FROM CENTERLINE OF BORDER ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF ALAMO, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF ALAMO (POPULATION 18,353). MACEDONIAN CHRISTIAN ACADEMY LIES APPROXIMATELY 0.08 MILES FROM THE CITY LIMITS OF ALAMO AND IS WITHIN THE CITY'S 5 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE 212001.

INTRODUCTION

THE PROPOSED MACEDONIAN CHRISTIAN ACADEMY (MCA) ALAMO CAMPUS WILL BE CONSTRUCTED ON A 12.76 ACRE TRACT LOCATED INSIDE THE CITY OF ALAMO ETJ. MORE SPECIFICALLY THE PROPERTY IS LOCATED ON THE SOUTH SIDE OF KANSAS ROAD (FM 495) APPROXIMATELY 660 FEET WEST OF BORDER ROAD, SEE ATTACHMENT A FOR THE LOCATION MAP.

FLOODPLAIN INFORMATION

THE PROPERTY CONTAINS FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ZONE A AND ZONE C SPECIAL FLOOD HAZARD AREAS (SFHA). FEMA ZONE A, ARE AREAS OF 100-YEAR FLOODPLAIN WITHOUT BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS HAVE NOT BEEN DETERMINED. FEMA ZONE C, ARE AREAS OF MINIMAL FLOODING (NO SHADING). THE PROPOSED MCA SUBDIVISION IS LOCATED WITHIN FEMA COMMUNITY PANEL NUMBER 4803340425C, DATED NOVEMBER 16, 1982.

THE CALCULATED BASE FLOOD ELEVATION (BFE) FOR THE EXISTING PROPERTY WAS PERFORMED USING THE MODIFIED RATIONAL METHOD. THE EXISTING CALCULATED BFE FOR THE PROPERTY IS 89.50. ELEVATION 89.50 IS FULLY CONTAINED WITHIN THE EXISTING FEMA ZONE A.

NO PROPOSED STRUCTURES ARE PLANNED WITHIN THE FEMA FLOODPLAIN.

SOIL SURVEY

THE SOIL ON THE PROPERTY IS MORE THAN 98% HIDALGO SANDY CLAY LOAM, 0 TO 1 PERCENT SLOPES (MAP SYMBOL 28), AS INDICATED IN THE USDA NATURAL RESOURCES CONSERVATION SERVICE (NRCS) WEB SOIL SURVEY FOUND IN ATTACHMENT C. LESS THAN 2% OF THE SOIL IS HIDALGO FINE SANDY LOAM, 0 TO 1 PERCENT SLOPES (MAP SYMBOL 25).

HYDROLOGY

THERE IS AN EXISTING HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 DRAINAGE DITCH ALONG THE EAST AND SOUTH SIDES OF THE PROPERTY. THE DRAINAGE DITCH IS CONTAINED WITHIN AN EXISTING 45' DRAINAGE EASEMENT. THE PROPERTY DRAINS FROM NORTH TO SOUTH AND IS RELATIVELY FLAT WITH AN AVERAGE EXISTING SLOPE OF APPROXIMATELY 0.5%. AN EXISTING 18" CORRUGATED HDPE DRAIN PIPE IS LOCATED ON THE EAST PROPERTY LINE NEAR THE SOUTHEAST CORNER OF THE PROPERTY. STORM WATER DRAINS FROM THIS PIPE INTO THE DRAINAGE DITCH.

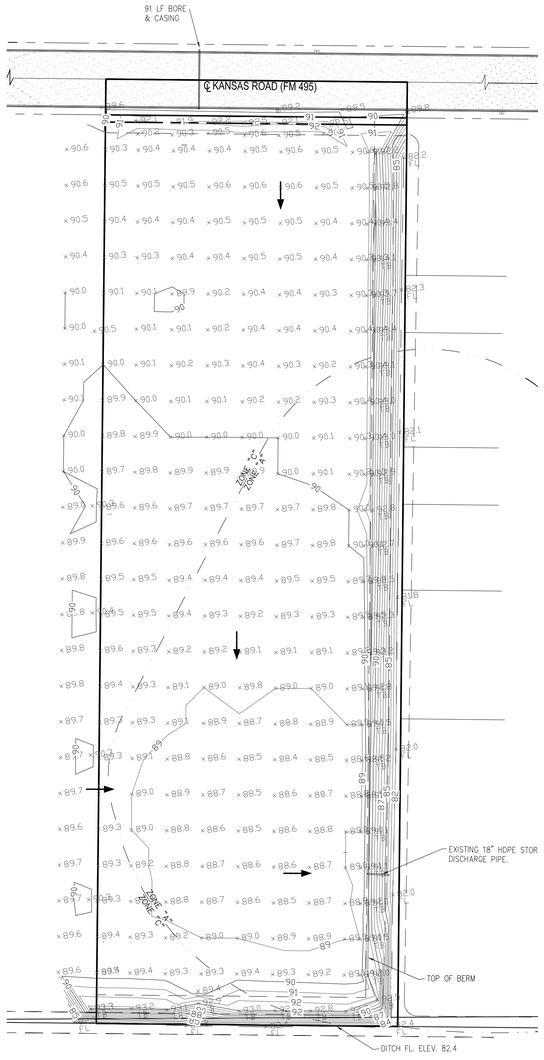
THE CURRENT SITE CONSISTS OF A SOCCER FIELD AND A RESTROOM FACILITY ON THE NORTH SIDE OF THE PROPERTY. THE SOCCER FIELD IS IRRIGATED AND HAS A BERMUDA GRASS COVER. TREES HAVE BEEN PLANTED ALONG THE NORTH PROPERTY LINE. THE VAST MAJORITY OF THE PROPERTY IS OLD FARMLAND WITH TALL NATIVE GRASSES.

DETENTION

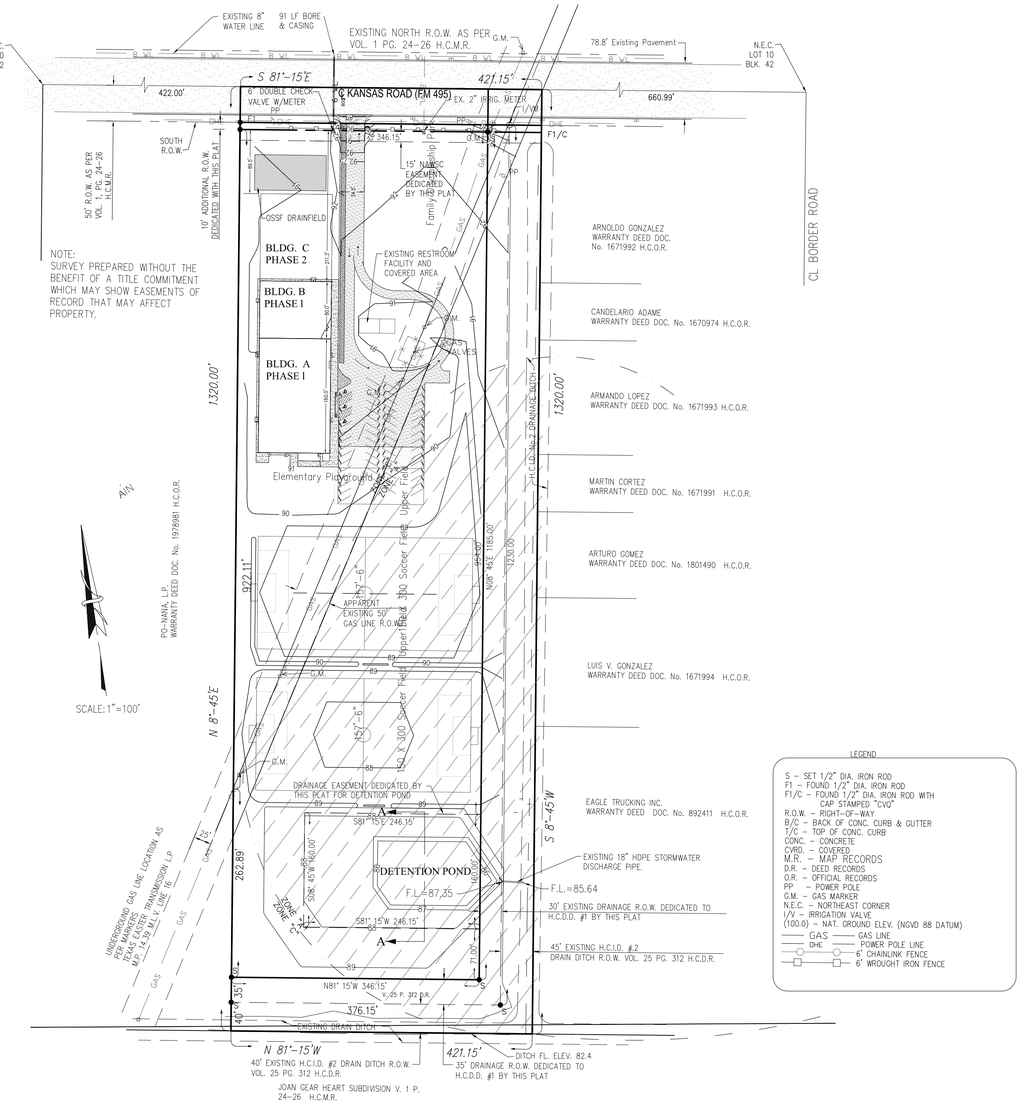
THE RETENTION/DETENTION POND IS PLANNED FOR THE SOUTH SIDE OF THE PROPERTY LOCATED IN THE FEMA FLOODPLAIN. THE POND WILL DRAIN OUT OF THE EXISTING 18" CORRUGATED HDPE DRAINPIPE. THE PIPE INLET FLOW LINE IS AT AN ELEVATION OF 87.35. THE DETENTION VOLUME WAS ASSUMED TO BEGIN AT THIS ELEVATION. STORAGE VOLUME BELOW 87.35 IS ASSUMED TO BE FOR RETENTION PURPOSES AND WAS NOT CONSIDERED AS DETENTION STORAGE.

IN OUR DETENTION CALCULATIONS WE USED THE PHASE 2 C VALUE OF 0.24 WITH THE 25-YEAR RAINFALL INTENSITY TO CALCULATE THE FLOW INTO THE POND. USING THE DRAINPIPE RATING TABLE WE FOUND THAT AT AN ELEVATION OF 88.0 THE FLOW OUT THE DRAIN PIPE IS APPROXIMATELY 2.0 CFS. AT THAT ELEVATION THE POND VOLUME IS APPROXIMATELY 29,447 CF. AT THAT DISCHARGE RATE THE REQUIRED STORAGE VOLUME IS APPROXIMATELY 27,977 CF. THEREFORE THE PROPOSED DETENTION POND REDUCES THE PHASE 2 POST-DEVELOPMENT 25-YEAR STORM EVENT TO APPROXIMATELY 2.0 CFS. THIS FLOW REDUCTION IS APPROXIMATELY 1.07 CFS LESS THAN THE EXISTING 10-YEAR PEAK FLOWRATE.

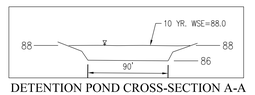
PREPARED BY: CRAIG A. GONZALEZ P.E. DATE:



TOPOGRAPHY AND DRAINAGE



MASTER SITE PLAN



DETENTION POND CROSS-SECTION A-A

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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: 03-25-2014

PROPOSED **CIELO LINDO** SUBDIVISION, PRECINCT No. **1**

ENGINEER: **KK Engineering** DEVELOPER: **Kyndel W. Bennett**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **32** ☒*SINGLE FAMILY ____ ☐*MULTI-FAMILY ____ ☐COMMERCIAL ____ ☐INSTITUTION

LOCATION DESCRIPTION: **Approximately ¼ mile West of Tower Rd on the South side of Eldora Rd**

SUBDIVISION LIES WITHIN THE: ☒ **ETJ of Alamo and was approved by the P & Z and City Commission of said City**

DRAINAGE REPORT WAS APPROVED BY HCDD#1: **09-16-2013** PROPERTY LIES WITHIN FLOOD ZONE: **"B"** AS PER FEMA.

DRAINAGE DESIGN: **Drainage will be provided by storm drainage pipe system and detention will be accomplished by the widening of the existing H.C.I.D. No. 2 Ditch**

DISTANCE TO A DRAIN DITCH: **Abutting South of the subdivision**

ROAD R.O.W. DEDICATION: **20 feet on Eldora Rd.**

H.C.R.O.W. FINAL APPROVED DATE: **02-13-2014** By **Roy Gonzalez** PCT. 1 R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: **03-04-14** 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: **03-04-14**

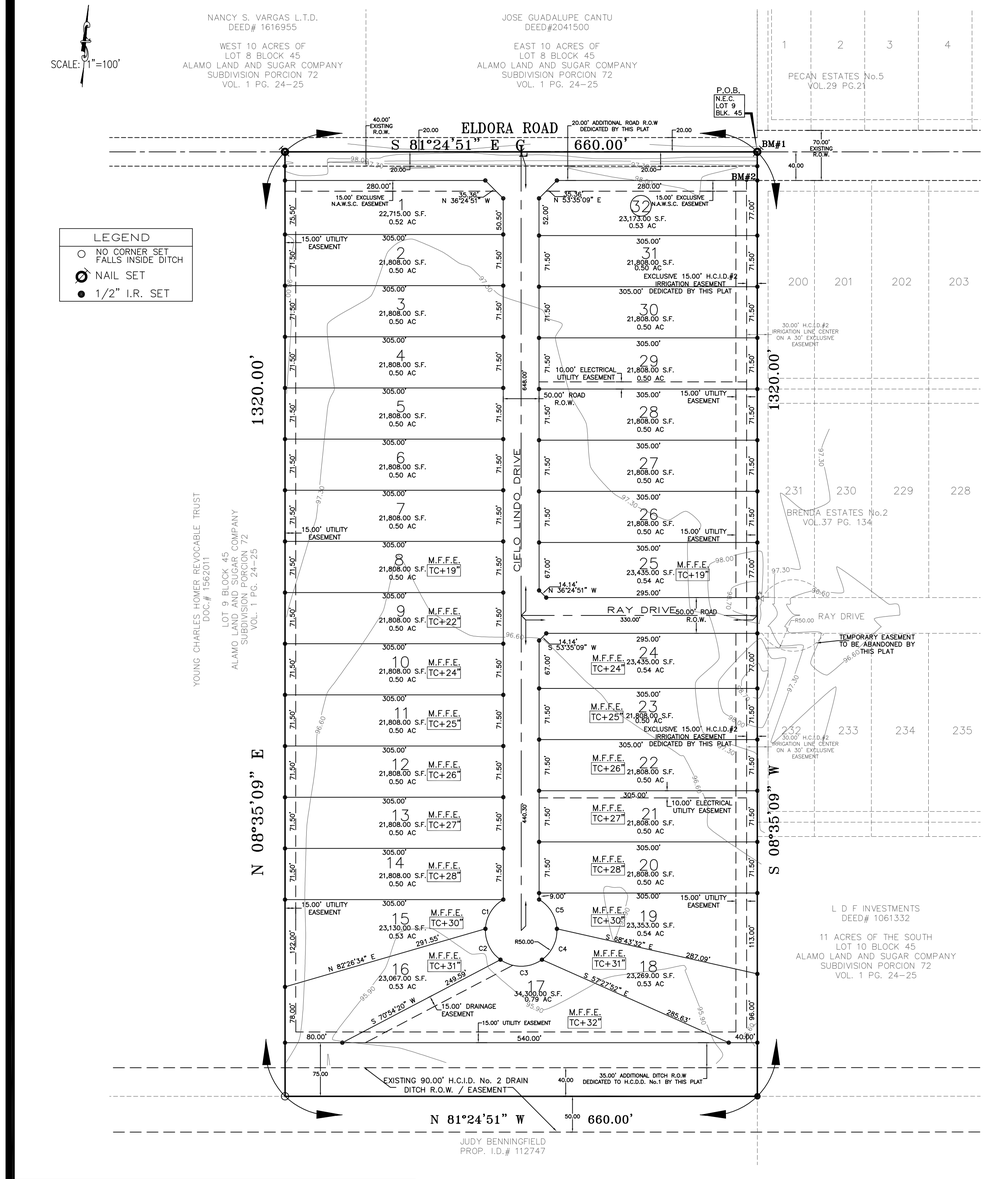
WATER SERVICE PROVIDER: **N.A.W.S.C.** LINE SIZE: **8"** LOCATION: **South Eldora Rd**

H.C.O.E.C. FINAL APPROVED DATE: **02-24-2014**: By **Martin Ramirez, Environmental Compliance Coordinator**
☒ The applicant has submitted the required Notice of Termination (NOT) as per Part II, Section F of the TPDES General Permit for Construction Activities (TXR150000) indicating that final stabilization had been achieved at the construction site.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: ***OCTOBER 29, 2014.***

STAFF RECOMMENDS: ☒ **Final Approval** *subject to recommendations from other departments*

* *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.*



GENERAL SUBDIVISION PLAT NOTES

1. MINIMUM FINISH FLOOR ELEVATION SHALL BE AT 18" ABOVE THE TOP OF THE STREET CURB WHEN MEASURED AT THE CENTER FRONT OF ALL THE LOTS OR AS NOTED ON THE PLAT: M.F.F.E.(TC+00") ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIREDFOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

2. THIS SUBDIVISION IS LOCATED IN ZONE "B" (MEDIUM SHADED) AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.

FEMA FLOOD INSURANCE RATE MAPS COMMUNITY PANEL No. 480334 0425 C REVISED NOVEMBER 16, 1982.

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

3. SETBACKS:
FRONT: 25.00 FEET
REAR: 15.00 FEET OR EASEMENT WHICHEVER IS GREATER
CORNER SIDE: 15.00 FEET
GARAGE FRONT: 18.00 FEE
SIDE: 6.00 FEET OR EASEMENT WHICHEVER IS GREATER

4. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE SINGLE-FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

ONLY LOTS 1 AND 32 ARE ALLOWED FOR POSSIBLE COMMERCIAL USE.
NO COMMERCIAL USE SHALL BE ALLOWED ON ALL INTERNAL LOTS 2 THROUGH 31.

5. CORNER MARKERS, CONSISTING OF A ONE-HALF (1/2) INCH STEEL ROD 18 INCHES IN LENGTH, WITH PLASTIC CAP STAMPED "RIO DELTA SURVEYING", HAVE BEEN DRIVEN FLUSH WITH THE GROUND SURFACE TO MARK THE CORNERS OF ALL LOTS.

6. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
-->B.M. NO. 1-ELEV. 98.16 ON TOP OF A NAIL LOCATED ON THE NORTH EAST CORNER OF SUBDIVISION (NAVD 1988)
-->B.M. NO. 2-ELEV. 98.66 ON TOP OF ½" IRON ROD LOCATED 40 FEET SOUTH OF THE NORTH EAST CORNER OF SUBDIVISION (NORTH EAST CORNER OF LOT 32) (NAVD 1988)

7. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 30,198.00 CUBIC-FEET (0.69) ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No.3 FOR STORM SEWER IMPROVEMENTS.)

8. 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 PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

10. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

11. 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 DRAINFIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

13. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION

14. KYNDEL W. BENNETT, THE OWNER & SUBDIVIDER OF CIELO LINDO SUBDIVISION, 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.

15. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS.

16. ACCESS SHALL BE ALLOWED FROM ELDORA ROAD ONTO LOTS 1, AND 32 ONLY IF THE AFOREMENTIONED LOTS ARE UTILIZED FOR COMMERCIAL USE, OTHERWISE ACCESS SHALL ONLY BE ALLOWED FROM CIELO LINDO DRIVE SUBJECT TO THE HIDALGO COUNTY PLANNING DEPARTMENT SITE PLAN REVIEW AS PER PLAT NOTE No.11. THE LOT OWNER SHALL BE REQUIRED TO INSTALL A BUFFER FENCE ABUTTING ALL RESIDENTIAL LOTS.

17. STREET & STOP SIGNS WILL BE INSTALLED BY THE DEVELOPER.

18. FIRE HYDRANTS WILL BE INSTALLED & PAINTED BLACK BY THE DEVELOPER.

METES AND BOUNDS

A 20.00 ACRE TRACT OF LAND BEING THE EAST 1/2 OF LOT NINE (9), BLOCK FORTY-FIVE (45), ALAMO LAND & SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAID 20.00 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A NAIL SET AT NORTHEAST CORNER OF LOT 9, BLOCK 45 FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND AND THE POINT OF BEGINNING;

THENCE SOUTH 08°35'09" WEST, AT 20.00 FEET PASS A ½" IRON ROD SET AT THE SOUTH RIGHT OF WAY LINE OF ELDORA ROAD, AT 1320.00 FEET IN ALL TO A ½" IRON ROD SET AT THE SOUTHEAST CORNER OF SAID LOT 9 FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND;

THENCE NORTH 81°24'51" WEST, WITH THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 660.00 FEET TO THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE NORTH 08°35'09" EAST, AT 1300.00 FEET PASS A ½" IRON ROD SET AT THE SOUTH RIGHT OF WAY LINE OF ELDORA ROAD, AT 1320.00 FEET IN ALL TO A NAIL SET AT THE NORTH LINE OF SAID LOT 9 FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE SOUTH 81°24'51" EAST, WITH THE NORTH LINE OF SAID LOT 9, A DISTANCE OF 660.00 FEET TO THE POINT OF BEGINNING, CONTAINING 20.00 ACRES OF LAND MORE OR LESS.

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor"whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and and lay thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted, The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocating said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein, This agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this____ day of _____ 20____.

KYNDEL W. BENNETT, PRESIDENT
P.O. BOX 365
LA BLANCA ROAD, TX 78558

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF CIELO LINDO SUBDIVISION WAS REVIEWED AND APROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON,_____, _____.

_____ _____
HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No. 2 ON THIS, THE_____DAY OF_____, 20____.

NO IMPROVEMENTS OF ANY KIND(INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT #2 RIGHT-OF-WAYS OR EASEMENTS.

_____ ATTEST_____
PRESIDENT SECRETARY

STATE OF TEXAS
COUNTY OF HIDALGO

UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE CIELO LINDO SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, _____

_____ _____
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

PLAT OF CIELO LINDO SUBDIVISION

A 20.00 ACRE TRACT OF LAND BEING THE EAST 1/2 OF LOT NINE (9), BLOCK FORTY-FIVE (45), ALAMO LAND & SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS OF HIDALGO COUNTY, TEXAS,

PREPARED BY: K K ENGINEERING CONSULTANT
DATE: SEPTEMER, 2013

STATE OF TEXAS COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

CIELO LINDO L.P., ATX L.P.
AS OWNER OF THE 40.00 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED CIELO LINDO SUBDIVISION HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE OF STREETS, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____ _____
OWNER: DATE
CIELO LINDO, L.P.
A TEXAS LIMITED PARTNERSHIP
BY: KRJ RGV, L.L.C
A TEXAS LIMITED LIABILITY COMPANY
ITS: GENERAL PARTNER
BY: KYNDEL W. BENNETT, PRESIDENT
P.O. BOX 365
LA BLANCA, TX 78558

STATE OF TEXAS COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED KYNDEL W. BENNETT KNOWN TO ME TO BE THE PERSON (S) WHOSE NAME (S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT. AND ACKNOWLEDGED TO ME THAT HE (THEY) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE_____DAY OF_____20____.

_____
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
MY COMMISSION EXPIRES_____

MAYOR'S CERTIFICATION

I, THE UNDERSIGNED, MAYOR OF THE CITY OF ALAMO , HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY HEREIN MY APPROVAL IS REQUIRED.

ATTEST:
_____ _____ _____ _____ _____
MAYOR'S SIGNATURE DATE CITY SECRETARY DATE

PLANNING & ZONING COMMISSION CERTIFICATION

I, THE UNDERSIGNED, CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF ALAMO , HEREBY CERTIFY THAT THIS SUBDIVISION PLAT KNOWN AS CIELO LINDO CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED AND HAS BEEN APPROVED FOR RECORDING ON THE _____ DAY OF _____, 20____.

_____
CHAIRPERSON-PLANNING & ZONING COMMISSION

HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE § 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
BY: _____
_____

STATE OF TEXAS
COUNTY OF HIDALGO

I, KAMBIZ S. KHADEMI, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS. HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

_____ _____
KAMBIZ S. KHADEMI, P.E. DATE
REG. PROFESSIONAL ENGINEER No. 57767

STATE OF TEXAS
KAMBIZ S. KHADEMI
57767
REGISTERED
PROFESSIONAL ENGINEER

STATE OF TEXAS
COUNTY OF HIDALGO

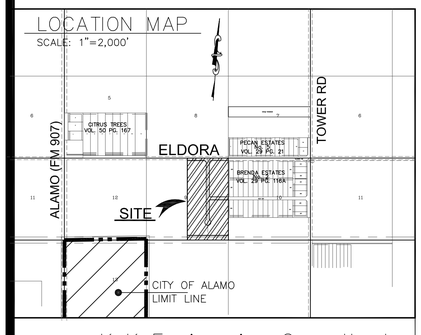
I, JOSE MARIO GONZALEZ, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE AR NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR READS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WHERE PROPERLY PACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF ALAMO , TEXAS.

DATED THIS THE _____ DAY OF _____ 2013

_____
REGISTERED PROFESSIONAL SURVEYOR
NO.5571 STATE OF TEXAS

STATE OF TEXAS
JOSE MARIO GONZALEZ
5571
REGISTERED
PROFESSIONAL LAND SURVEYOR

LOCATION MAP



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL

JURISDICTION OF A MUNICIPALITY:
CIELO LINDO SUBDIVISION IS LOCATED APPROXIMATE ¾ MILE WEST OF TOWER RD. ON THE SOUTH SIDE OF ELDORA ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF ALAMO , ACCORDING TO THE OFFICIAL MAP IN THE OFFICES OF THE SECRETARY OF THE CITY OF ALAMO (POPULATION 18,537 – 2010 CENCUS) AND HIDALGO COUNTY PLANNING DEPARTMENT. THIS SUBDIVISION LIES WITHIN 1 MILE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF ALAMO . LOCAL GOVERNMENT CODE 212.001 PRECINCT. No. 1.

INDEX TO SHEETS OF CIELO LINDO SUBDIVISION

SHEET 1	HEADING; INDEX; LOCATION MAP; AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOT, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR' S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; CITY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY JUDGE CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.D.D. NO. 1 CERTIFICATION; H.C.IRRIGATION DISTRICT#2, AND HCHD. REVISION NOTES.
SHEET 2	WATER DISTRIBUTION AND SANITARY SEWER MAP; TYPICAL WATER SERVICE CONNECTION; REVISION NOTES; ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION. WATER DISTRIBUTION AND SANITARY SEWER MAP; TYPICAL WATER SERVICE CONNECTION
SHEET 3	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.

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD
C1	50.00'	50.00	57°17'37"	47.94'
C2	50.00'	50.00	57°18'03"	47.95'
C3	61.80'	50.00	70°48'46"	57.94'
C4	50.00'	50.00	57°17'58"	47.95'
C5	50.00'	50.00	57°17'36"	47.94'

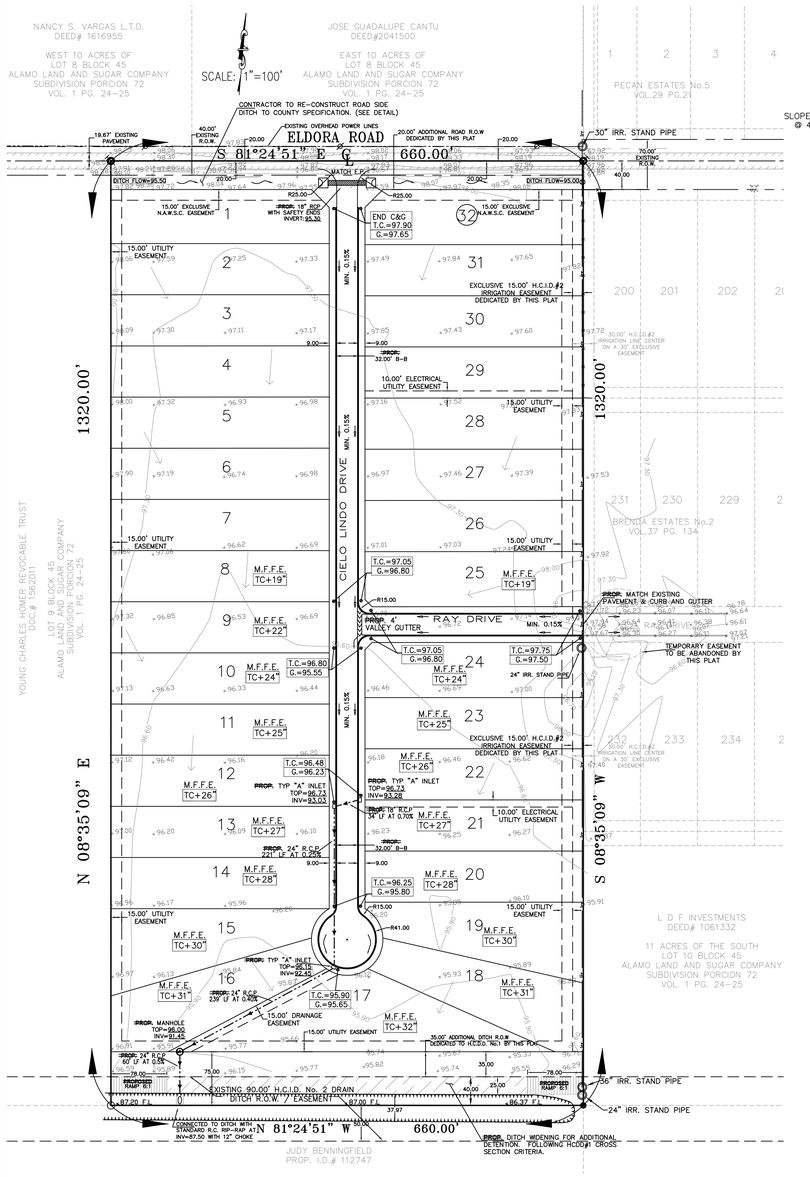
PRINCIPAL CONTACTS:

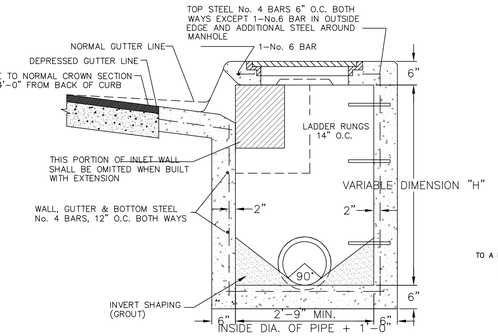
	Name	Address	City & Zip	Phone	Fax
OWNER:	KYNDEL W. BENNETT, BENNETT-FLORES INVESTMENTS, LLC.	P.O. BOX 365	LA BLANCA 78558	(956) 464-4431	(956) 464-2597
ENGINEER:	KAMBIZ S. KHADEMI P.E.	410 E. DOVE AVE.	McALLEN 78504	(956) 630-2125	(956) 630-2219
SURVEYOR:	JOSE MARIO GONZALEZ R.P.L.S.	24593 FM88	MONTE ALTO 78538	(956) 380-5154	(956) 380-5156

REVISION	DATE	BY
10-04-203 COUNTY SUBDIVISION 1ST REVIEWED COMMENTS.	10-09-2013	F.D.

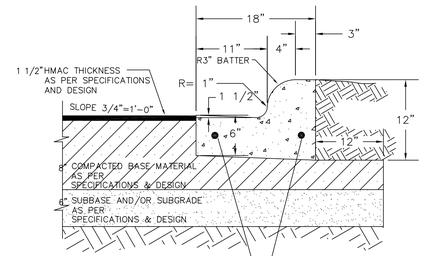
SHEET 1 OF 3

K K Engineering Consultant
GENERAL PROFESSIONAL CIVIL ENGINEERING SERVICES
(FIRM REGISTRATION #-1334)
410 E. DOVE
P.O. BOX 3422 McALLEN, TEXAS 78502
(956) 630-2125 FAX (956) 630-2219





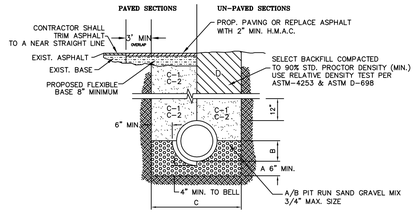
CURB INLET
TYPE "A"



CURB AND GUTTER DETAIL
(±2" ROLLOVER)
N.T.S

LEGEND

- ○ – LIGHT POLE
- ⌀ – POWER POLE
- ← – GUY WIRE
- ⊣ – TRAFFIC SIGN
- ◎ – IRR. STAND PIPE
- ⊗ – IRR. VALVE
- – CHAIN LINK FENCE



STORM TRENCH BEDDING AND BACKFILL DETAILS

N.T.S

A. SAND GRAVEL MIX BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW OF PIPE (MIN. THICKNESS = 6") – PIT RUN GRAVEL 3/4" MAX. SIZE.

B. SAND GRAVEL MIX AFTER PIPE IS LAID, FROM BOTTOM OF PIPE TO SPRING LINE OF PIPE. PIT RUN GRAVEL 3/4" MAX. SIZE

C. TRENCH WIDTHS SHALL BE BELL O.D. x 1.25 + 12".

C-1 (CITY STREETS, PARKING AREA, DRIVEWAYS, COUNTY ROAD & UNPAVED AREAS) SELECT EXCAVATED BACK FILL SHALL BE SOIL TYPE A1, A2, A3, (AASHTO M145) COMPACTED TO 90% SPD, 8" LIFTS, MECHANICAL COMPACTION.

C-2 (STATE MAINTAINED ROADWAYS) COMPACTED SAND/CEMENT STABILIZED BACK FILL WITH 7% PORTLAND CEMENT COMPACTED AS PER ASTM D-4253 AND ASTM D-698.

D. SELECTED EARTH BACKFILL COMPACTED TO 90% STANDARD PROCTOR DENSITY (12" LIFT, MECHANICAL COMPACTION). FOUNDATION PREPARATION (WELLPOINTS, GRAVEL OR CEMENT STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE. BACKFILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENT, AND COMPACTED TO 95% STANDARD PROCTOR DENSITY (USE RELATIVE DENSITY TEST PER ASTM D-4253 & ASTM D-698). THE THICKNESS OF EACH LOOSE LAYER SHALL NOT EXCEED 6". STRUCTURE BACKFILL MATERIAL SHALL BE SAND, APPROVED SITE SOIL, OR OTHER APPROVED SUBSITUTE.

THE REFERENCED SUBDIVISION IS A 20-AC.TRACT OF LAND LOCATED ON THE SOUTH SIDE OF ELDORA ROAD APPROXIMATELY ¼ MILE WEST OF TOWER ROAD. THIS AREA IS IN THE ETJ OF CITY OF ALAMO.

THE PROPOSED USE IS MOSTLY FOR SINGLE-FAMILY RESIDENTIAL LOTS (32). THE NATURAL DRAINAGE IN THE GENERAL AREA IS TO THE SOUTH INTO THE EXISTING DRAINAGE DITCH (HCID #2). THE EXISTING RUNOFF FROM THE SITE FOR A 10-YEAR STORM IS 8.44 CUBIC FEET PER SECOND. (SEE TABLES I, IA, AND II).

THE PROPOSED DEVELOPMENT (DUE TO LARGE LOTS & SMALL HOMES) WILL VERY SLIGHTLY INCREASE RUNOFF WITHOUT DETENTION TO 10.40 CUBIC FEET PER SECOND BASED ON A 10-YEAR STORM. BASED ON THE COUNTY'S POLICY THAT THERE BE NO ADDITIONAL RUNOFF FROM A 10-YEAR STORM, A 30,198 CUBIC FEET (0.69 ACRE-FEET) OF DETENTION IS REQUIRED. WE PROPOSE TO FOLLOW HCDD#1'S CRITERIA AND PROVIDE THIS ADDITIONAL DETENTION BY WIDENING THE EXISTING DITCH.

ADDITIONAL DRAINAGE IMPROVEMENTS ARE PROVIDED VIA STREET/GUTTER POSITIVE FLOW WITH CURB INLETS AND 18" & 24" R.C.P. CONNECTING TO THE SAID/EXISTING HCID#2 DITCH LOCATED ALONG THE SOUTH SIDE OF THIS SUBDIVISION, AS STATED ABOVE.

FLOOR ELEV. (SEE PLAT NOTE) WILL BE SET ABOVE THE 100 YR. FLOOD. THIS SUBD. IS IN ZONE "B" FEMA FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO.480334 0425 C REVISED NOV. 16, 1982.

CERTIFICATION:

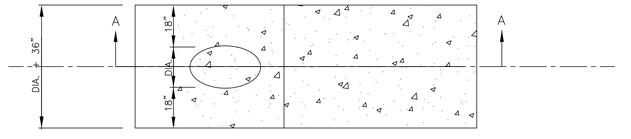
BY MY SIGNATURE BELOW, I CERTIFY THAT THIS SUBDIVISION IS LOCATED IN ZONE "B" (MIDIUAM SHADED) AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD. FEMA FLOOD INSURANCE RATE MAPS COMMUNITY PANEL NO. 480334 0425 C REVISED NOV. 16, 1982.

KAMBIZ S. KHADEMI
P.E. 5767

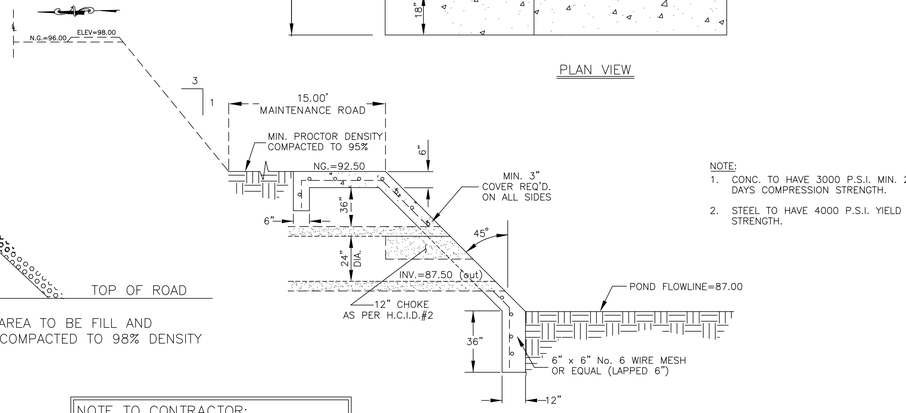
DATE

STATE OF TEXAS
KAMBIZ S. KHADEMI
57767
REGISTERED PROFESSIONAL ENGINEER

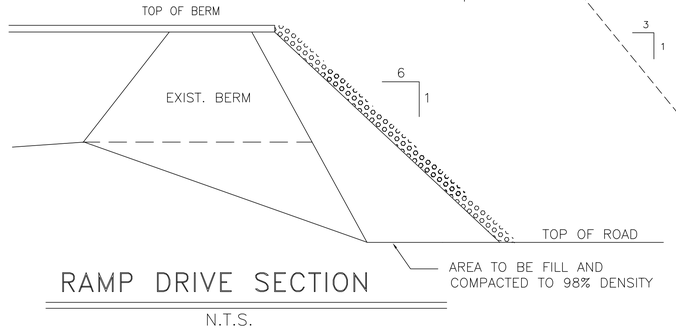
AS BUILT



PLAN VIEW



NOTE:
1. CONC. TO HAVE 3000 P.S.I. MIN. 28 DAYS COMPRESSION STRENGTH.
2. STEEL TO HAVE 4000 P.S.I. YIELD STRENGTH.

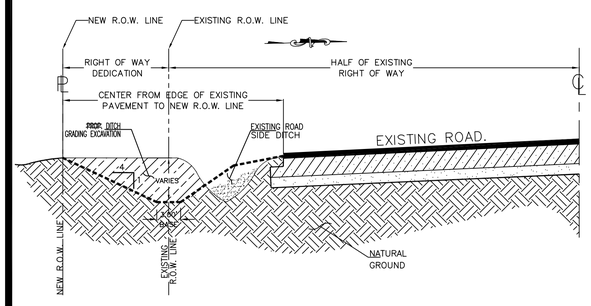


RAMP DRIVE SECTION

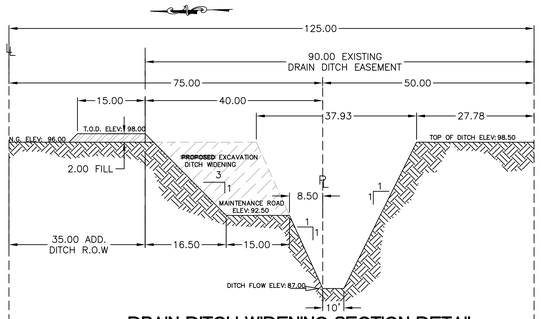
N.T.S.

NOTE TO CONTRACTOR:
POSITIVE LOT GRADING MUST BE PROPERLY DONE BY CUT/FILL TO CREATE A POSITIVE SLOPE FROM BACK OF LOTS TO THE STREET SIDE OF THE LOT.
= EXISTING N.G. FLOW

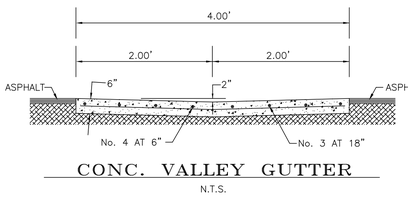
CIELO LINDO RIP-RAP DETAIL



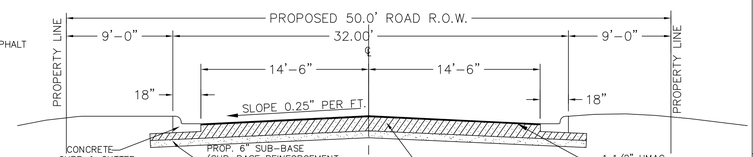
RECONSTRUCTION OF ROAD SIDE DITCH



DRAIN DITCH WIDENING SECTION DETAIL
N.T.S.



CONC. VALLEY GUTTER
N.T.S.



K K Engineering Consultant
GENERAL PROFESSIONAL CIVIL ENGINEERING SERVICES
(FIRM REGISTRATION #F-1334)
(956) 630-2125
FAX (956) 630-2219
410 E. DOVE
P.O. BOX 3422
McALLEN, TEXAS 78502

BY	DATE	REVISION
F.D.	10-09-2013	10-04-203 COUNTY SUBDIVISION 1ST REVIEWED COMMENTS.

DRAWING DATE: SEPTEMBER/2013
RELEASE DATE:
DESIGNED BY: K.K.
DRAWN BY: F.D
CHECKED BY: K.K.
UPDATED DWG. BY:
SCALE: 1"= 100'

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KHAMBIZ S. KHADEMI, P.E. 57767 SEPTEBER/2013
ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE LAW

CIELO LINDO
SUBDIVISION
HIDALGO COUNTY
ETJ ALAMO

EXISTING TOPO AND ~~PROPOSED~~ PAVING, STORM DRAINAGE AND DITCH WIDENING
CIELO LINDO, LLC

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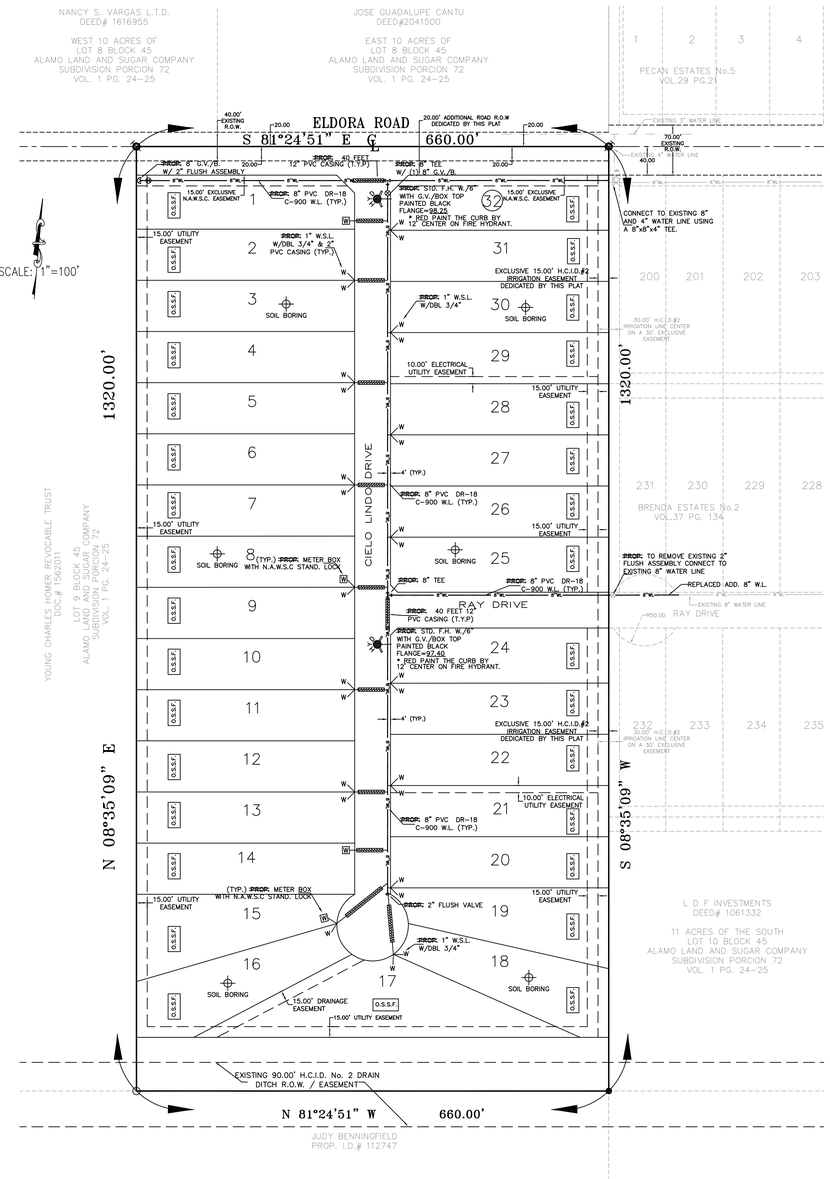
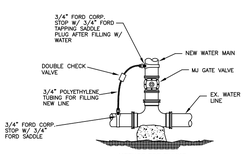
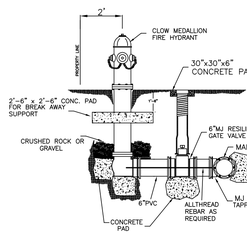
File Name: PAVING & DRAINAGE

SHEET 3 OF 3

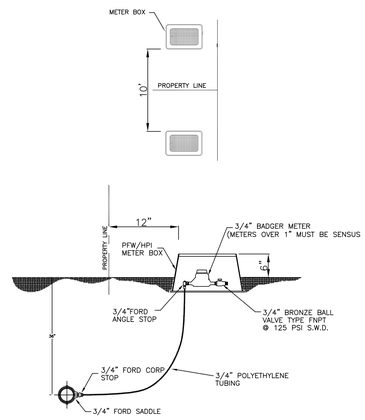




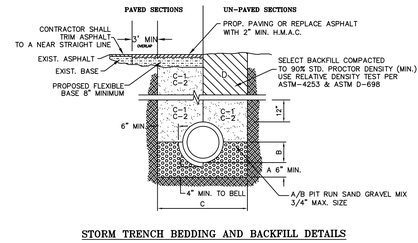
METHOD FOR FILLING NEW WATER LINES



FIRE HYDRANT ASSEMBLY



SHORT SERVICE CONNECTION



STORM TRENCH BEDDING AND BACKFILL DETAILS

N.T.S

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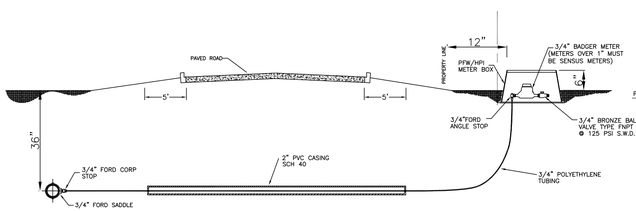
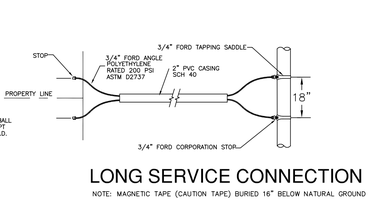
CONSTRUCTION COST ESTIMATE:	
1–WATER:	$51,745.00
2–OSSF:	$38,400.00
3–PAVING:	$109,306.00
4–DRAINAGES:	$36,694.00
TOTAL:	$236,145.00

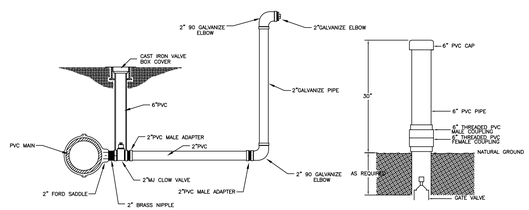


NOTE: PVC ENCASEMENT SHOULD EXTEND THE MINIMUM OF 5' OF EDGE OF PAVEMENT ON BOTH SIDES OF ROAD



LONG SERVICE CONNECTION

NOTE: MAGNETIC TAPE (CAUTION TAPE) BURIED 16" BELOW NATURAL GROUND



FLUSH VALVE ASSEMBLY

STANDARD VALVE MARKER

FINAL WATER AND SEWER ENGINEERING REPORT

WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

CIELO LINDO SUBDIVISION HAS BEEN 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 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 TWO EXISTING 8" WATER LINES ONE ENDING WITH A 2" FLUSH VALVES ON THE WEST END OF RAY DRIVE AND OTHER AT THE NORTH EAST CORNER OF THIS PROPOSED SUBDIVISION. FROM THESE PREVIOUS MENTIONED 8" WATER LINES WE HAVE INSTALLED TWO NEW 8" WATER LINES RUNNING WEST ALONG RAY DRIVE AND ELDORA ROAD AS WELL AS AN 8" WATER LINE ALONG CIELO LINDO DRIVE (INTERIOR ROAD) ENDING WITH 8" GATE VALVE WITH TWO 2" FLUSH ASSEMBLIES ON THE WEST PROPERTY LINES.

WATER DISTRIBUTION FOR THE CIELO LINDO SUBDIVISION CONSISTS OF FIFTEEN (15)–1" DIAMETER DUAL SERVICE LINES AND TWO (2) ¾" DIAMETER SINGLE SERVICE LINE. THE 8" WATERLINES, THE DUAL SERVICE LINES, THE METER BOXES & LOCKS HAVE ALREADY BEEN INSTALLED, AT A TOTAL COST OF $46,285.00 OR $1,446.41 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $1,200.00, WHICH COVERS THE $412.50 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 2 FIRE HYDRANTS AT A UNIT COST OF $2,730.00 FOR A TOTAL COST OF $5,460.00. 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 CIELO LINDO 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 EACH LOT. JOSE A. GONZALEZ SITE EVALUATOR REG.# 122758, 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 1/2 ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOUL SURVEY BOOK INDICATED A SANDY LOAM SOIL FOR THE AREA. TOTAL OF 4 BORES WERE DONE (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMIT AREA). THE SOIL IS A UNIFORM SANDY LOAM CLASS III, EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUNDWATER OR A RESTRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE COST OF THE INSTALLATION OF THE SEPTIC SYSTEM ON AN INDIVIDUAL LOT WAS $1,200.00, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSF'S HAVE BEEN INSTALLED AND FINALIZED AT THIS TIME AT A TOTAL COST OF $38,400.00, THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF.

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 COST TO INSTALL THE WATER DISTRIBUTION SYSTEM 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 $64,945.00 WHICH EQUALS TO $2,029.53 PER LOT.

SEWAGE FACILITIES – SEPTIC SYSTEM HAS BEEN INSTALLED AT A TOTAL COST OF $1,200.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $38,400.00 FOR THE ENTIRE SUBDIVISION.

KAMBIZ S. KHADEMI, PE
P.E. # 57767

DATE

STATE OF TEXAS
KAMBIZ S. KHADEMI
57767
REGISTERED PROFESSIONAL ENGINEER

AS BUILT

PROVISIÓN DE AGUA: DESCRIPCIÓN, GASTOS Y FECHAS DE INICIO

CIELO LINDO SUBDIVISION HA SIDO PROVEÍDA DE AGUA POTABLE POR NORTH ALAMO WATER SUPPLY CORP. (N.A.W.S.C). EI DUENO Y N.A.W.S.C. HAN HECHO UN CONTRATO EN CUAL N.A.W.S.C. HA PROMETIDO PROPORCIONAR SUFICIENTE AGUA A LA SUBDIVISIÓN DURANTE AL MENOS 30 AÑOS Y N.A.W.S.C. HA PROPORCIONADO LA DOCUMENTACIÓN PARA ESTABLECER SUFICIENTEMENTE LA CANTIDAD Y LA CALIDAD DE LOS ABASTECIMIENTOS DE AGUA DISPONIBLES PARA SERVIR EL DESARROLLO LLENO DE ESTA SUBDIVISIÓN. N.A.W.S.C. TIENE DOS LINEAS DE 8" AL TERMINAR LAS CALLES RAY DRIVE Y EN LA ESQUINA NOROESTE DE ESTA SUBDIVISION. DE ESTAS LINEAS PREVIAMENTE MENSIONADAS EMOS INSTALADOS DOS LINEAS NUEVAS DE 8" A LO LARGO DE RAY DRIVE Y ELDROA ROAD ASIA EL OESTE, CUAL OTRA LINEA DE 8" SE INSTALARA ASIA EL LADO ESTE DE LA CALLE CIELO LINDO CUAL CORRE DE NORTE A SUR TERMINANDO CON UNA BARBULA DE ESCAPE DE 2"

DISTRIBUCIÓN DE AGUA PARA CIELO LINDO SUBDIVISIÓN CONSISTE EN QUINCE (15) LINEAS DE 1" DIÁMETRO DE SERVICIO DUALES Y DOS (2) LINEA DE SERVICIO DE ¾" CUALES TERMINAN EN LAS CAJA DEL MEDIDOR CON CANDADOS DE CADA SOLAR. LAS LÍNEAS DE SERVICIO DUALES Y SENCILLAS DE ¾" Y LAS CAJAS DEL MEDIDOR HAN SIDO INSTALADAS A UN COSTO TOTAL DE $46,285.00 O $1,446.41 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA COMPAÑÍA N.E.W.S.C. $1,200.00, DE ACUERDO AL CONTRATO DE LA CARTA DE 30 AÑOS LA CUAL CUBRE EL COSTO DEL MEDIDOR MECÁNICO DE AGUA PARA CADA LOTE, $412.50. 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.E.W.S.C. LO INSTALARA SIN ALGÚN GASTO AL DUEÑO. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN HA INSTALADO 2 BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO INDIVIDUAL DE $2,730.00 A UN COSTO TOTAL DE $5,460.00. 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. ESTA FOSA SETICA CONSISTE DE UN TANQUE SÉPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. JOSE A. GONZALEZ EVALUADOR DE SUELOS REG.# 12258 EH 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) SEGÓN EL REPORTE.

CADA LOTE EN LA SUBDIVISIÓN MIDE MEDIO ACRE. SE HICIERON 4 EXCAVACIONES DE EVALUACIÓN DE SUELO EN LUGARES OPUESTOS EN LA SUBDIVISIÓN (EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA ÁREA 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 ÁREA FLUYE BIEN.

EL COSTO TOTAL PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR SON $1,200.00 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 $38,400.00. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODOS LAS FOSAS SÉPTICAS Y AH APROBADO LA INSTALACIÓN DEL SISTEMA DE FOSAS SEPTICAS.

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 $64,945.00 O $2,029.53 POR LOTE

DRENAJE: SE ESTIMA QUE LA FOSA SÉPTICA COSTARA $1,200.00 POR SISTEMA A UN COSTO TOTAL DE $38,400.00 TODA LA SUBDIVISIÓN.

KAMBIZ S. KHADEMI, PE
P.E. # 57767

DATE

STATE OF TEXAS
KAMBIZ S. KHADEMI
57767
REGISTERED PROFESSIONAL ENGINEER

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 CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1.–I KYNDEL W. BENNETT SUBDIVIDER OF CIELO LINDO SUBDIVISION HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAID AND ARE ON FILE WITH HIDALGO COUNTY HEALTH DEPARTMENT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY AND QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT TO HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE REQUIRED BY STATE AND COUNTY REGULATIONS.

OWNER:
CIELO LINDO, L.P.
A TEXAS LIMITED PARTNERSHIP
BY: KRJ RGV, L.L.C
A TEXAS LIMITED LIABILITY COMPANY
ITS: GENERAL PARTNER
BY: KYNDEL W. BENNETT, PRESIDENT
P.O. BOX 365
LA BLANCA, TX 78558

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED KYNDEL W. BENNETT KNOWN TO MY BY THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSED AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS TIME _____ DAY OF _____, 20____.

NOTARY PUBLIC
MY COMSTUART EXPIRES _____

BY	DATE	REVISION
F.D.	10-09-2013	10-04-203 COUNTY SUBDIVISION 1ST REVIEWED COMMENTS.

DRAWING DATE: SEPTEMBER/2013
RELEASE DATE:
DESIGNED BY: K.K.
DRAWN BY: F.D.
CHECKED BY: K.K.
UPDATED DWG. BY:
SCALE: 1"= 100'

K K Engineering Consultant
GENERAL PROFESSIONAL CIVIL ENGINEERING SERVICES
(FIRM REGISTRATION #–1334)
(956) 630-2125
FAX (956) 630-2219
410 E. DOVE
P.O. BOX 3422
McALLEN, TEXAS 78502

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KHAMBIZ S. KHADEMI, P.E. 57767 SEPTEMBER/2013

ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE LAW

CIELO LINDO SUBDIVISION

HIDALGO COUNTY ETJ ALAMO

EXISTING TOPO AND ~~PROPOSED~~ WATER IMPROVEMENTS (NAWSC) AND SEPTIC TANKS

CIELO LINDO, LLC

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File Name: SEPTIC & WATER

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: 03-25-2014

PROPOSED **CONCHO HEIGHTS UNIT 2** SUBDIVISION, PRECINCT No.**4**

ENGINEER: **KK ENGINEERING.** DEVELOPER: **Kyndel W. Bennett. Bennett-Flores Investments. LLC.**

☐ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☒ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **64** ☒*SINGLE FAMILY ____ ☐*MULTI-FAMILY ____ ☐COMMERCIAL ____ ☐INSTITUTION

LOCATION DESCRIPTION: **South of Trenton Rd, approx. ¼ mile West of Cesar Chavez Rd.**

SUBDIVISION LIES WITHIN THE: ☒*ETJ of **Edinburg** and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: **08-05-2013** PROPERTY LIES WITHIN FLOOD ZONE: **"B"** AS PER FEMA.

DRAINAGE DESIGN: **Will be provided by a storm drainage pipe system connecting to a proposed regional detention pond on the North East corner of this subdivision. From the detention pond, a 18" RCP will be connecting to an existing Hidalgo County drain field riser which out falls North into HCID #2 drainage ditch.**

ROAD R.O.W. DEDICATION: **30 feet on Trenton Rd.**

H.C.R.O.W. FINAL APPROVAL DATE: **02-10-2014** By **Jesse Ozuna** PCT. 4 R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **03-14-14** By, **Elizardo "Chardo" Ramos** Environmental Health Division Manager

SEWER SYSTEM: ☒OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Jose Angel Gonzalez**
☒47 OUT OF 64 OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: **03-14-14**

WATER SERVICE PROVIDER: **N.A.W.S.C.** **(2)**LINE SIZE: **8"** LOCATION: **North along Melody Ln & Harmony Ln**

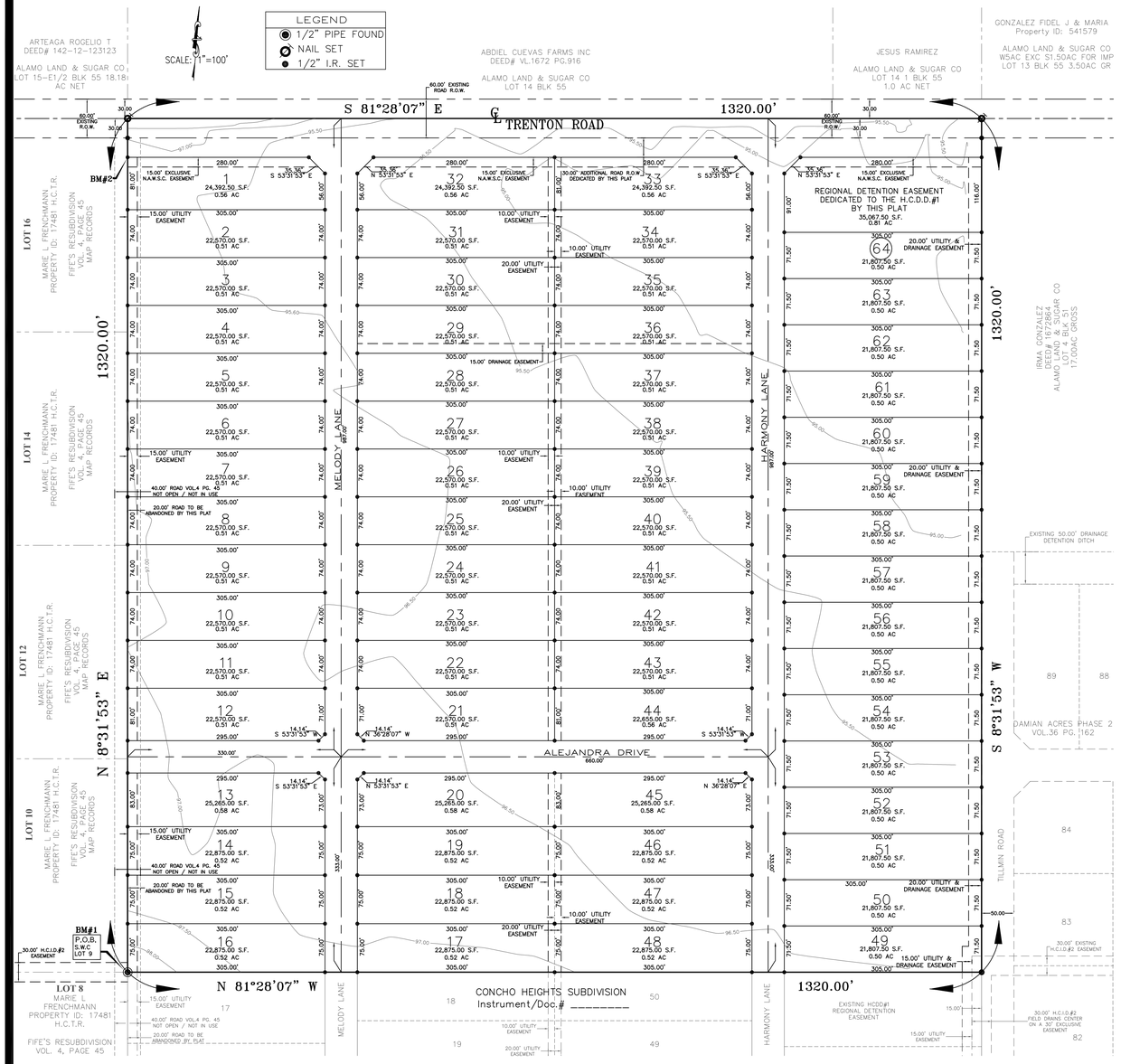
H.C.O.E.C. FINAL APPROVAL DATE: **02-24-2014**: By **Martin Ramirez, Environmental Compliance Coordinator**
☒ The applicant has submitted the required Notice of Termination (NOT) as per Part II, Section F of the TPDES General Permit for Construction Activities (TXR150000) indicating that final stabilization had been achieved at the construction site.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: **OCTOBER 02, 2013**

REQUEST FOR FINAL APPROVAL WITH: ☒ **Cash Deposit:** *Amount:***$25,500***For:* ☒ 17 *OSSF(S)*

STAFF RECOMMENDS: ☒ **Final Approval with Financial Guarantee** *subject to recommendations from other departments*

* *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.*



GENERAL SUBDIVISION PLAT NOTES

1. MINIMUM FINISH FLOOR ELEVATION SHALL BE AT 24" ABOVE THE TOP OF THE STREET CURB WHEN MEASURED AT THE CENTER FRONT OF ALL THE LOTS. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIREDFOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

2. THIS SUBDIVISION IS LOCATED IN ZONE "B" (MEDIUM SHADED)
AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.

FEMA FLOOD INSURANCE RATE MAPS COMMUNITY PANEL No. 480334 0425 C REVISED NOVEMBER 16, 1982.

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

3. SETBACKS:
FRONT: 25.00 FEET
REAR: 15.00 FEET OR EASEMENT WHICHEVER IS GREATER
CORNER SIDE: 15.00 FEET
GARAGE FRONT: 18.00 FEE
SIDE: 6.00 FEET OR EASEMENT WHICHEVER IS GREATER

4. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE SINGLE-FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

ONLY LOTS 1, 32 AND 33 ARE ALLOWED FOR POSSIBLE COMMERCIAL USE.
NO COMMERCIAL USE SHALL BE ALLOWED ON ALL INTERNAL LOTS 2 THROUGH 31 AND LOTS 34 THROUGH 64.

5. CORNER MARKERS, CONSISTING OF A ONE-HALF (1/2) INCH STEEL ROD 18 INCHES IN LENGTH, WITH PLASTIC CAP STAMPED "RIO DELTA SURVEYING", HAVE BEEN DRIVEN FLUSH WITH THE GROUND SURFACE TO MARK THE CORNERS OF ALL LOTS.

6. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
-->B.M. NO. 1-ELEV. 97.04 ON TOP OF A ½" PIPE LOCATED
ON THE SOUTH WEST CORNER OF SUBDIVISION (SOUTH WEST CORNER OF LOT 16) (NAVD 1988)
-->B.M. NO. 2-ELEV. 97.08 ON TOP OF ½" IRON ROD LOCATED
60 FEET SOUTH OF THE NORTH WEST CORNER OF SUBDIVISION (NORTH WEST CORNER OF LOT 1)
(NAVD 1988)

7. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 60.396 CUBIC-FEET (1.39 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No.3 FOR STORM SEWER IMPROVEMENTS.)

8. 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 PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

10. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

11. 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 DRAINFIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

13. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION

14. KYNDEL W. BENNETT, THE OWNER & SUBDIVIDER OF CONCHO HEIGHTS UNIT 2 SUBDIVISION, 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.

15. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS.

16. NO ACCESS SHALL BE ALLOWED FROM TRENTON ROAD ONTO LOTS 1, 32 & 33 IF THE AFOREMENTIONED LOTS ARE UTILIZED FOR COMMERCIAL USE. ACCESS SHALL ONLY BE ALLOWED FROM HARMONY LANE AND MELODY LANE SUBJECT TO THE HIDALGO COUNTY PLANNING DEPARTMENT SITE PLAN REVIEW AS PER PLAT NOTE No.11. THE LOT OWNER SHALL BE REQUIRED TO INSTALL A BUFFER FENCE ABUTTING ALL RESIDENTIAL LOTS.

17. STREET & STOP SIGNS WILL BE INSTALLED BY THE DEVELOPER.

18. A 4.0 FT SIDEWALK IS REQUIRED AT BUILDING PERMIT STAGE, AS PER CITY OF EDINBURG

19. FIRE HYDRANTS WILL BE INSTALLED & PAINTED BLACK BY THE DEVELOPER.

20. NO REAR ACCESS SHALL BE ALLOWED FROM TILLMIN ROAD ONTO LOTS 49 THROUGH 64. THE EXISTING HEAVY TREE LINE SHALL REMAIN PERMANENTLY AND ACT AS A BUFFER ALONG THE REAR SIDE OF LOTS 49 THROUGH 64 ABUTTING TILLMIN ROAD.

21. REGIONAL DRAINAGE FACILITY (RDF) FOR THIS DEVELOPMENT SHALL BE DEDICATED TO HCDD No. 1 AS SHOWN ON THE PLAT. CONSTRUCTION SHALL BE IN ACCORDANCE WITH COUNTY AND HCDD No. 1 SPECIFICATION. HCDD No. 1 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF SAID RDF. NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN THE RDF EASEMENT.

METES AND BOUNDS

A TRACT OF LAND CONTAINING 40.00 ACRES OF LAND, SITUATED IN HIDALGO COUNTY, TEXAS, BEING ALL OF LOTS 9, 11, 13 AND 15, FIFE'S RESUBDIVISION, MAP REFERENCE: VOLUME 4, PAGE 45, H.C.M.R., AND SAID 40.00 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A ½" IRON PIPE FOUND ON THE SOUTHWEST CORNER OF SAID LOT 9 AND IN THE RIGHT-OF-WAY OF A 40 FOOT EXISTING ROAD, FOR THE SOUTHWEST CORNER OF THIS TRACT AND THE POINT OF BEGINNING;

THENCE, N 08 31' 53" E, WITHIN THE RIGHT-OF-WAY OF SAID 40.00 FOOT EXISTING ROAD AND THE WEST LINE OF SAID LOTS 9, 11, 13 AND 15 AT A DISTANCE OF 1,290.00 FEET PASS A ½" IRON ROD SET ON THE SOUTH ROW LINE OF TRENTON ROAD A TOTAL DISTANCE OF 1,320.00 TO A NAIL SET FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE, S 81 28' 07" E, ALONG THE CENTERLINE OF TRENTON ROAD AND WITH THE NORTH LINE OF SAID LOT 15, AT A DISTANCE OF 1320.00 FEET TO A NAIL SET AT THE NORTHEAST CORNER OF SAID LOT 15, FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE, S 08 31' 53" W, ALONG THE EAST LINE OF SAID LOTS 15, 13, 11 AND 9, AT A DISTANCE OF 30.00 FEET PASS A ½" IRON ROD SET ON THE SOUTH ROW LINE OF TRENTON ROAD, CONTINUING A TOTAL DISTANCE OF 1320.00 FEET TO A 1/2" IRON ROD SET AT THE SOUTHEAST CORNER OF SAID LOT 9, FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND;

THENCE, N 81 28' 07" W, ALONG THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 1320.00 FEET TO THE POINT OF BEGINNING, CONTAINING 40.00 ACRES OF LAND, MORE OF LESS.

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor"whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and and lay thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted, The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocating said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein, This agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this____ day of _____ 20____.

KYNDEL W. BENNETT, PRESIDENT
P.O. BOX 365
LA BLANCA ROAD, TX 78558

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF CONCHO HEIGHTS UNIT 2 SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON_____, _____.

_____ _____
HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No. 2 ON THIS, THE_____DAY OF_____, 20____.

NO IMPROVEMENTS OF ANY KIND(INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT #2 RIGHT-OF-WAYS OR EASEMENTS.

_____ ATTEST_____
PRESIDENT SECRETARY

STATE OF TEXAS
COUNTY OF HIDALGO

UNDER LOCAL GOVERNMENT CODE 232.028(a)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE CONCHO HEIGHTS UNIT 2 SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____ _____

_____ _____
HIDALGO COUNTY JUDGE DATE

ATTEST: _____ _____
HIDALGO COUNTY CLERK DATE

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____AT_____ AM/PM

INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____ DEPUTY

PLAT OF CONCHO HEIGHTS UNIT 2 SUBDIVISION

A 40.00 ACRE TRACT OF LAND OUT OF LOTS NINE (9), ELEVEN (11), THIRTEEN (13) AND FIFTEEN (15), FIFE'S RESUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 4, PAGE 45, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

PREPARED BY: K K ENGINEERING CONSULTANT
DATE: AUGUST, 2013

STATE OF TEXAS COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

CONCHO HEIGHTS L.P., ATX, L.P.
AS OWNER OF THE 40.00 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED CONCHO HEIGHTS UNIT 2 SUBDIVISION HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE OF STREETS, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____ _____
OWNER: DATE
CONCHO HEIGHTS, L.P.
A TEXAS LIMITED PARTNERSHIP
BY: KRJ RGV, L.L.C
A TEXAS LIMITED LIABILITY COMPANY
ITS: GENERAL PARTNER
BY: KYNDEL W. BENNETT, PRESIDENT
P.O. BOX 365
LA BLANCA, TX 78558

STATE OF TEXAS COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED KYNDEL W. BENNETT KNOWN TO ME TO BE THE PERSON (S) WHOSE NAME (S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT. AND ACKNOWLEDGED TO ME THAT HE (THEY) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE_____DAY OF_____20____.

_____
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
MY COMMISSION EXPIRES_____

MAYOR'S CERTIFICATION

I, THE UNDERSIGNED, MAYOR OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY HEREIN MY APPROVAL IS REQUIRED.

ATTEST:

_____ _____ _____ _____
MAYOR'S SIGNATURE DATE CITY SECRETARY DATE

PLANNING & ZONING COMMISSION CERTIFICATION

I, THE UNDERSIGNED, CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT KNOWN AS CONCHO HEIGHTS UNIT 2 CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED AND HAS BEEN APPROVED FOR RECORDING ON THE _____ DAY OF _____, 20__.

_____
CHAIRPERSON-PLANNING & ZONING COMMISSION

HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE § 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

BY: _____
_____

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

I CERTIFY THAT THE WATER AND SEWER SERVICE FACILITIES FOR LOTS INTENDED FOR RESIDENTIAL PURPOSES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. THE ESTIMATED COST TO INSTALL UNCONSTRUCTED WATER AND SEWAGE FACILITIES DESCRIBED ABOVE ARE AS FOLLOWS: WATER FACILITIES: THESE FACILITIES WILL BE CONSTRUCTED.

SEWAGE FACILITIES: (SEWER SERVICE CONNECTION/INSTALLATION OF SEPTIC SYSTEMS) ARE ESTIMATED TO COST $_____ PER LOT (ALL INCLUSIVE), FOR A LOT $_____ FOR THE SUBDIVISION. THE SUBDIVIDER HAS PAID A TOTAL OF $_____ TO CONTRACTOR / ALREADY INSTALLED TO COVER THE COST OF (SEWER SERVICE CONNECTIONS/INSTALLATION OF SEPTIC SYSTEMS).

DATED THIS THE ___ DAY OF _____ 2013

_____
REGISTERED PROFESSIONAL ENGINEER

No.57767 STATE OF TEXAS

STATE OF TEXAS
KAMBIZ S. KHADEMI
57767
REGISTERED
PROFESSIONAL ENGINEER

STATE OF TEXAS
COUNTY OF HIDALGO

I, JOSE MARIO GONZALEZ, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE AR NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR READS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WHERE PROPERLY PACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF EDINBURG, TEXAS.

DATED THIS THE _____ DAY OF _____ 2013

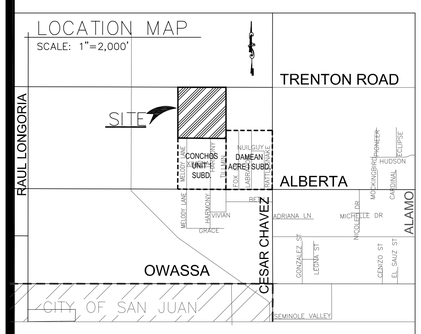
_____
REGISTERED PROFESSIONAL SURVEYOR

NO.5571 STATE OF TEXAS

STATE OF TEXAS
JOSE MARIO GONZALEZ
5571
REGISTERED
PROFESSIONAL
LAND SURVEYOR

LOCATION MAP

SCALE: 1"=2,000'



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL

JURISDICTION OF A MUNICIPALITY:
CONCHO HEIGHTS UNIT 2 IS LOCATED APPROXIMATE 2,000 FEET WEST OF CESAR CHAVEZ RD. ON THE SOUTH SIDE OF TRENTON ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG, ACCORDING TO THE OFFICIAL MAP IN THE OFFICES OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 77,100 – 2010 CENCUS) AND HIDALGO COUNTY PLANNING DEPARTMENT. THIS SUBDIVISION LIES IN A 3 MILE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF EDINBURG. LOCAL GOVERNMENT CODE 212.001 PRECINCT. No. 4.

INDEX TO SHEETS OF CONCHO HEIGHTS UNIT 2 SUBDIVISION

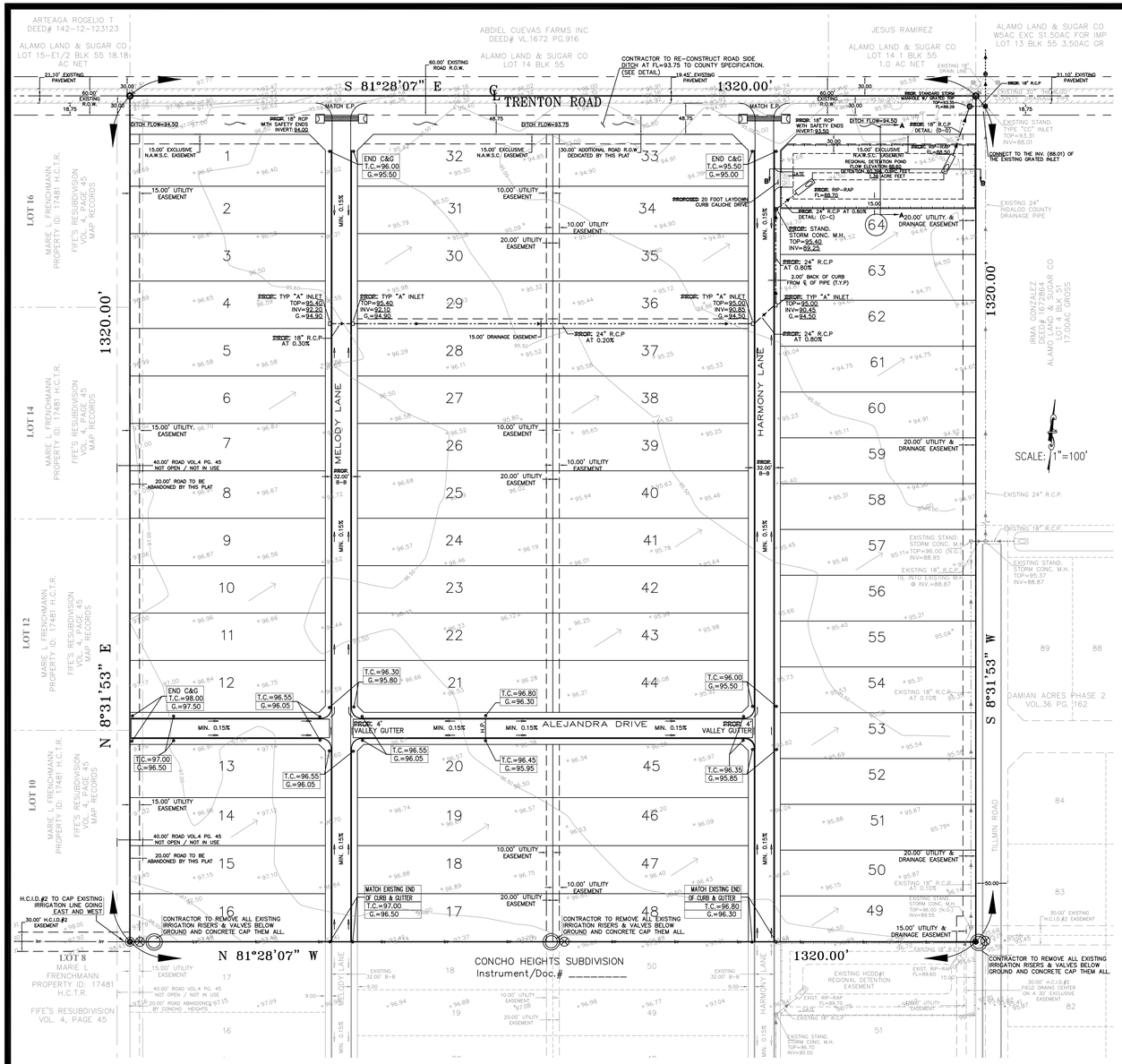
SHEET 1	HEADING; INDEX; LOCATION MAP; AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOT, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR' S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; CITY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY JUDGE CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.D.D. NO. 1 CERTIFICATION; H.C.IRRIGATION DISTRICT#2, AND HCHD. REVISION NOTES.
SHEET 2	WATER DISTRIBUTION AND SANITARY SEWER MAP; TYPICAL WATER SERVICE CONNECTION; REVISION NOTES; ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION. WATER DISTRIBUTION AND OSSF MAP; TYPICAL WATER SERVICE CONNECTION
SHEET 3	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.

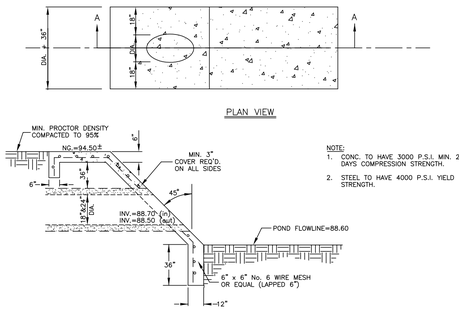
K K Engineering Consultant
GENERAL PROFESSIONAL CIVIL ENGINEERING SERVICES
(FIRM REGISTRATION #F-1334)
410 E. DOVE
P.O. BOX 3422 McALLEN, TEXAS 78502
(956) 630-2125 FAX (956) 630-2219

PRINCIPAL CONTACTS:

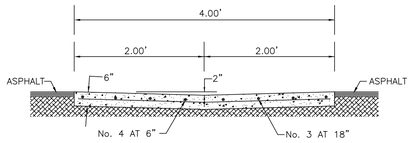
	Name	Address	City & Zip	Phone	Fax
OWNER:	KYNDEL W. BENNETT, BENNETT-FLORES INVESTMENTS, LLC.	P.O. BOX 365	LA BLANCA 78558	(956) 464-4431	(956) 464-2597
ENGINEER:	KAMBIZ S. KHADEMI P.E.	410 E. DOVE AVE.	McALLEN 78504	(956) 630-2125	(956) 630-2219
SURVEYOR:	JOSE MARIO GONZALEZ R.P.L.S.	24593 FM88	MONTE ALTO 78538	(956) 380-5154	(956) 380-5156

REVISION	DATE	BY
No.1: METES AND BOUNDS, PLAT NOTES, LOCATION MAP & ADJOINERS	09-08-2013	F.D





CONCHO HEIGHTS UNIT 2 MINI DETENTION POND RIP-RAP DETAIL



CONC. VALLEY GUTTER

N.T.S.

THE REFERENCED SUBDIVISION IS A 40-AC.TRACT OF LAND LOCATED ON THE SOUTH SIDE OF TRENTON ROAD APPROXIMATELY ¼ MILE WEST OF CESAR CHAVEZ ROAD. THIS AREA IS IN THE ETJ OF CITY OF EDINBURG.

THE PROPOSED USE IS MOSTLY FOR SINGLE-FAMILY RESIDENTIAL LOTS (64). THE NATURAL DRAINAGE IN THE GENERAL AREA IS TO THE NORTHEAST INTO THE EXISTING ROADSIDE DITCH RUNNING EAST INTO AN EXISTING COUNTY GRATED INLET AND A 24" EXISTING DRAINAGE PIPE GOING NORTH ACROSS TRENTON ROAD INTO AN EXISTING 30', OUT FALLING INTO THE EXISTING DRAINAGE DITCH (HCID #2). THE EXISTING RUNOFF FROM THE SITE FOR A 10-YEAR STORM IS 16.88 CUBIC FEET PER SECOND. (SEE TABLES I, IA, AND II).

THE PROPOSED DEVELOPMENT (DUE TO LARGE LOTS & SMALL HOMES) WILL VERY SLIGHTLY INCREASE RUNOFF WITHOUT DETENTION TO 21.10 CUBIC FEET PER SECOND BASED ON A 10-YEAR STORM. BASED ON THE COUNTY'S POLICY THAT THERE BE NO ADDITIONAL RUNOFF FROM A 10-YEAR STORM, A 60,396 CUBIC FEET (1.39 ACRE-FEET) OF DETENTION IS REQUIRED. A DETENTION POND WILL BE PROVIDED, DEDICATED TO THE COUNTY & SHOWN ON THE PLAT.

ADDITIONAL DRAINAGE IMPROVEMENTS ARE PROVIDED VIA STREET/GUTTER POSITIVE FLOW WITH CURB INLETS AND 18"/24" R.C.P. AS WELL AS AN 18" R.C.P. RESTRICTED OUTFALL CONNECTING TO THE EXISTING HIDALGO COUNTY 24" PIPE WHICH OUT FALLS (30") NORTH OF TRENTON ROAD INTO HCID#2 DRAINAGE DITCH.

FLOOR ELEV. (SEE PLAT NOTE) WILL BE SET ABOVE THE 100 YR. FLOOD. THIS SUBD. IS IN ZONE "B" FEMA FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO.480334 0425 C REVISED NOV. 16, 1982.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THIS SUBDIVISION IS LOCATED IN ZONE "B" (MIDIUAM SHADED) AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD. FEMA FLOOD INSURANCE RATE MAPS COMMUNITY PANEL NO. 480334 0425 C REVISED NOV. 16, 1982.

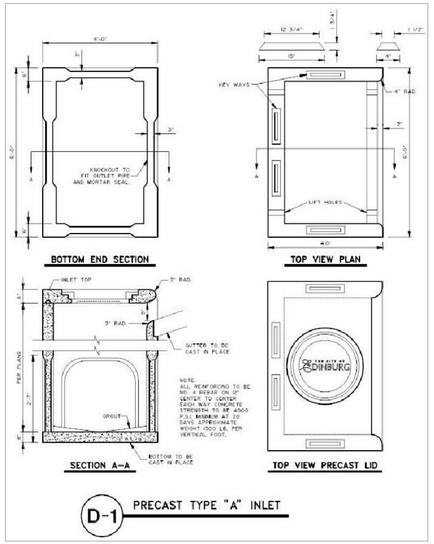
KAMBIZ S. KHADEMI
P.E. 5767

DATE

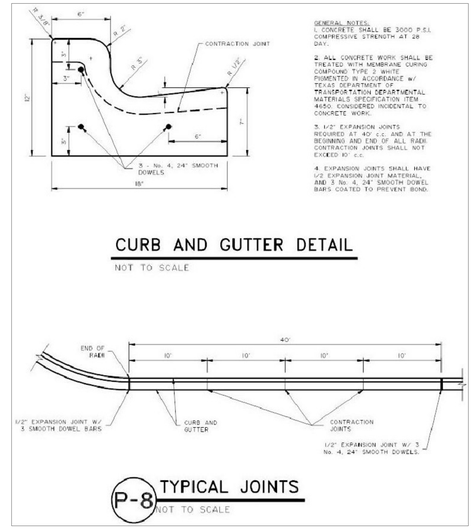
NOTE:
EXISTING HEAVEY TREE LINE ALONG TILLMIN ROAD SHALL REMAIN & USE AS BUFFER

STATE OF TEXAS
KAMBIZ S. KHADEMI
57767
REGISTERED PROFESSIONAL ENGINEER

AS BUILT



D-1 PRECAST TYPE "A" INLET

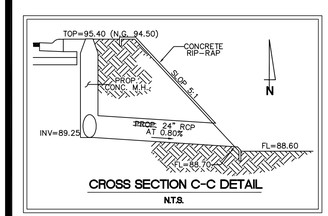


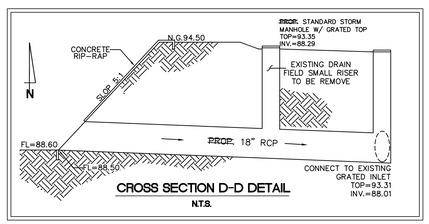
CURB AND GUTTER DETAIL

NOT TO SCALE

P-8 TYPICAL JOINTS

NOT TO SCALE

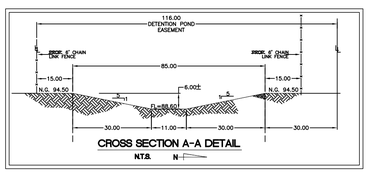


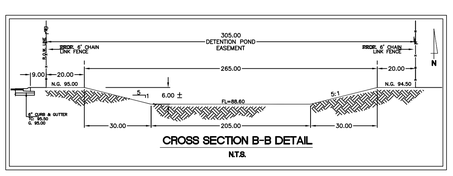


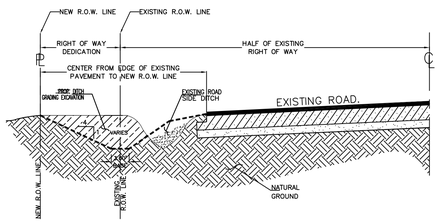
LEGEND

- ● – LIGHT POLE
- ⌀ – POWER POLE
- ← – GUY WIRE
- ⊸ – TRAFFIC SIGN
- ◎ – IRR. STAND PIPE
- ⊗ – IRR. VALVE
- –/\/\/\– – CHAIN LINK FENCE

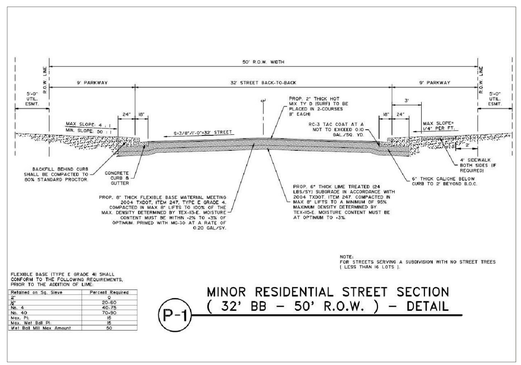
NOTE TO CONTRACTOR:
POSITIVE LOT GRADING MUST BE PROPERLY DONE BY CUT/FILL TO CREATE A POSITIVE SLOPE FROM BACK OF LOTS TO THE STREET SIDE OF THE LOT.
= EXISTING N.G. FLOW



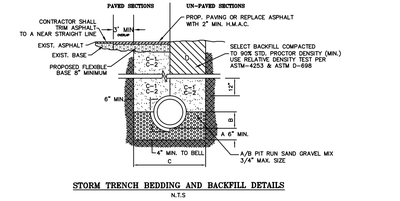




RECONSTRUCTION OF ROAD SIDE DITCH



P-1 MINOR RESIDENTIAL STREET SECTION (32' BB - 50' R.O.W.) - DETAIL



STORM TRENCH BEDDING AND BACKFILL DETAILS

N.T.S

A. SAND GRAVEL MIX BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW OF PIPE (MIN. THICKNESS = 6") - PIT RUN GRAVEL 3/4" MAX. SIZE.

B. SAND GRAVEL MIX AFTER PIPE IS LAID, FROM BOTTOM OF PIPE TO SPRING LINE OF PIPE. PIT RUN GRAVEL 3/4" MAX. SIZE

C. TRENCH WIDTHS SHALL BE BELL O.D. x 1.25 + 12".

C-1 (CITY STREETS, PARKING AREA, DRIVEWAYS, COUNTY ROAD & UNPAVED AREAS) SELECT EXCAVATED BACK FILL SHALL BE SOIL TYPE A1, A2, A3, (AASHTO M145) COMPACTED TO 90% SPD, 8" LIFTS, MECHANICAL COMPACTION.

C-2 (STATE MAINTAINED ROADWAYS) COMPACTED SAND/CEMENT STABILIZED BACK FILL WITH 7% PORTLAND CEMENT COMPACTED AS PER ASTM D-4253 AND ASTM D-698.

D. SELECTED EARTH BACKFILL COMPACTED TO 90% STANDARD PROCTOR DENSITY (12" LIFT, MECHANICAL COMPACTION). FOUNDATION PREPARATION (WELLPOINTS, GRAVEL OR CEMENT STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE. BACKFILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENT, AND COMPACTED TO 95% STANDARD PROCTOR DENSITY (USE RELATIVE DENSITY TEST PER ASTM D-4253 & ASTM D-698). THE THICKNESS OF EACH LOOSE LAYER SHALL NOT EXCEED 6". STRUCTURE BACKFILL MATERIAL SHALL BE SAND, APPROVED SITE SOIL, OR OTHER APPROVED SUBSITUTE.

K K Engineering Consultant
GENERAL PROFESSIONAL CIVIL ENGINEERING SERVICES
(FIRM REGISTRATION #F-1334)
(956) 630-2125
FAX (956) 630-2219
410 E. DOVE
P.O. BOX 3422
McALLEN, TEXAS 78502

BY	DATE	REVISION

DRAWING DATE: AUGUST/2013
RELEASE DATE:
DESIGNED BY: K.K.
DRAWN BY: F.D.
CHECKED BY: K.K.
UPDATED DWG. BY:
SCALE: 1"= 100'

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KHAMBIZ S. KHADEMI, P.E. 57767 AUGUST/2013
ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE LAW

CONCHO HEIGHTS UNIT 2
SUBDIVISION
HIDALGO COUNTY
ETJ EDINBURG

EXISTING, TOPO AND ~~PROPOSED~~
PAVING, STORM DRAINAGE
AND REGIONAL DETENTION
CONCHO HEIGHTS, LLC

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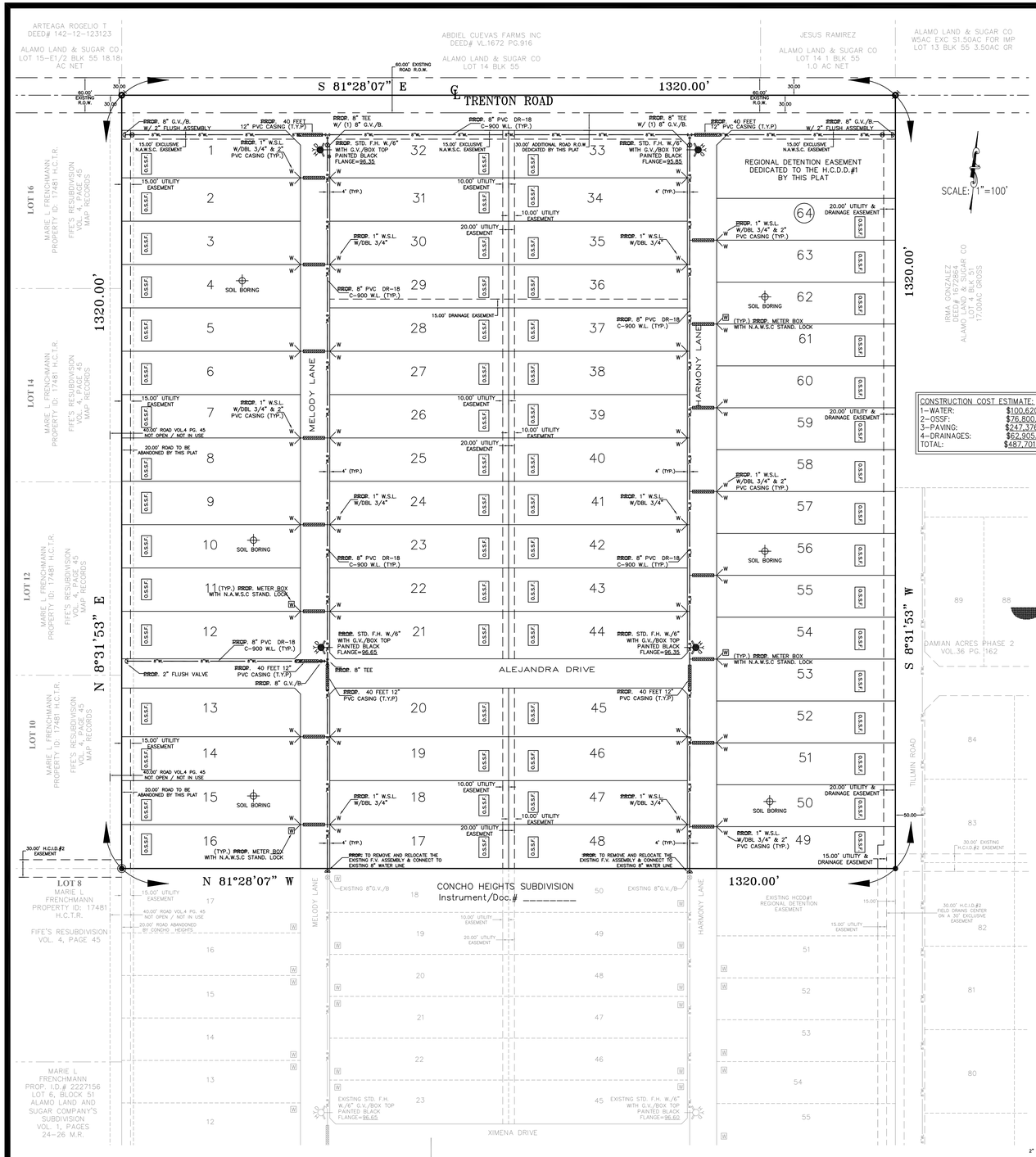
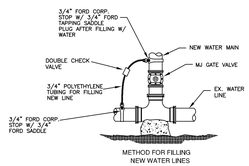
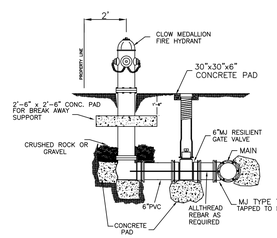
File Name: PAVING & DRAINAGE

SHEET 3 OF 3

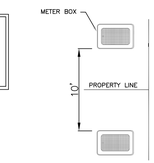


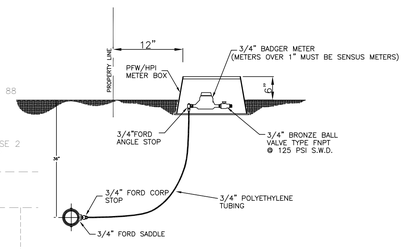
CONSTRUCTION COST ESTIMATE:	
1-WATER:	$100,620.00
2-OSSF:	$76,800.00
3-PAVING:	$247,376.50
4-DRAINAGES:	$62,905.00
TOTAL:	$487,701.50



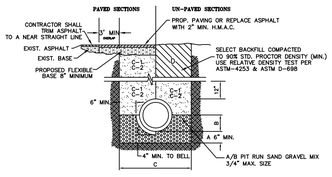


FIRE HYDRANT ASSEMBLY





SHORT SERVICE CONNECTION



STORM TRENCH BEDDING AND BACKFILL DETAILS

N.T.S

A. SAND GRAVEL MIX BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW OF PIPE (MIN. THICKNESS = 6") - PIT RUN GRAVEL 3/4" MAX. SIZE.

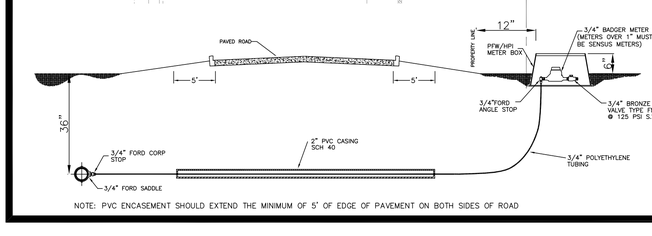
B. SAND GRAVEL MIX AFTER PIPE IS LAID, FROM BOTTOM OF PIPE TO SPRING LINE OF PIPE. PIT RUN GRAVEL 3/4" MAX. SIZE

C. TRENCH WIDTHS SHALL BE BELL O.D. x 1.25 + 12".

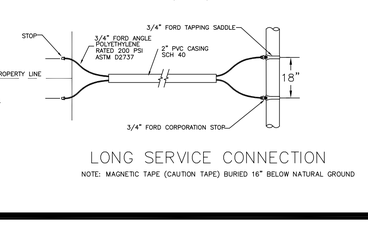
C-1 (CITY STREETS, PARKING AREA, DRIVEWAYS, COUNTY ROAD & UNPAVED AREAS) SELECT EXCAVATED BACK FILL SHALL BE SOIL TYPE: A1, A2, A3, (AASHTO M145) COMPACTED TO 90% SPD, 8" LIFTS, MECHANICAL COMPACTION.

C-2 (STATE MAINTAINED ROADWAYS) COMPACTED SAND/CEMENT STABILIZED BACK FILL WITH 7% PORTLAND CEMENT COMPACTED AS PER ASTM D-4253 AND ASTM D-698.

D. SELECTED EARTH BACKFILL COMPACTED TO 90% STANDARD PROCTOR DENSITY (12" LIFT, MECHANICAL COMPACTION). FOUNDATION PREPARATION (WELLPOINTS, GRAVEL OR CEMENT STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE. BACKFILLING: A1 STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, COMPACTED TO 95% STANDARD PROCTOR DENSITY. A2 AND A3 STRUCTURES SHALL BE COMPACTED TO 95% STANDARD PROCTOR DENSITY (USE RELATIVE DENSITY TEST PER ASTM D-4253 & ASTM D-698). THE THICKNESS OF EACH LOOSE LAYER SHALL NOT EXCEED 6". STRUCTURE BACKFILL MATERIAL SHALL BE SAND, APPROVED SITE SOIL, OR OTHER APPROVED SUBSTITUTE.

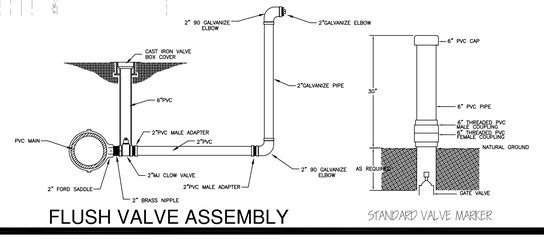


NOTE: PVC ENCASEMENT SHOULD EXTEND THE MINIMUM OF 5' OF EDGE OF PAVEMENT ON BOTH SIDES OF ROAD



LONG SERVICE CONNECTION

NOTE: MAGNETIC TAPE (CAUTION TAPE) BURIED 16" BELOW NATURAL GROUND



FLUSH VALVE ASSEMBLY

STANDARD VALVE MARKER

FINAL WATER AND SEWER ENGINEERING REPORT

WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

CONCHO HEIGHTS UNIT 2 SUBDIVISION HAS BEEN 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 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 TWO EXISTING 8" WATER LINE ENDING WITH A 2" FLUSH VALVES ON THE NORTH ENDS OF HARMONY AND MELODY LANES. FROM THESE PREVIOUS MENTIONED 8" WATER LINES WE HAVE INSTALLED TWO NEW 8" WATER LINES RUNNING NORTH ALONG MARMONY AND MELODY LANES TO TRENTON ROAD AS WELL AS AN 8" WATER LINE ALONG A 15' NAWSC EXCLUSIVE EASEMENT ENDING WITH 8" GATE VALVE WITH TWO 2" FLUSH ASSEMBLIES BOTH ON THE WEST AND EAST PROPERTY LINES. FROM THIS 8" WATER LINE WE HAVE INSTALLED AN 8" WATER LINE RUNNING WEST ONE ALONG THE SOUTH R.O.W. LINE OF ALEJANDRA DRIVE ENDING WITH A 2" FLUSH VALVE ALONG THE WEST PROPERTY LINE.

WATER DISTRIBUTION FOR THE CONCHO HEIGHTS UNIT 2 SUBDIVISION CONSISTS OF THIRTY ONE (32)-1" DIAMETER DUAL SERVICE LINES. THE 8" WATERLINES, THE DUAL SERVICE LINES, THE METER BOXES & LOCKS HAVE ALREADY BEEN INSTALLED, AT A TOTAL COST OF $89,700.00 OR $1,401.56 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $21,300.00, WHICH COVERS THE $332.81 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 $2,730.00 FOR A TOTAL COST OF $10,920.00. 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 CONCHO HEIGHTS UNIT 2 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 EACH LOT. JOSE A. GONZALEZ SITE EVALUATOR REG.# 122758, 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 1/2 ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOUL SURVEY BOOK INDICATED A SANDY LOAM SOIL FOR THE AREA. TOTAL OF 6 BORES WERE DONE (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMIT AREA). THE SOIL IS A UNIFORM SANDY LOAM CLASS III, EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUNDWATER OR A RESTRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE COST OF THE INSTALLATION OF THE SEPTIC SYSTEM ON AN INDIVIDUAL LOT WAS $1,200.00, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSF'S HAVE BEEN INSTALLED AND FINALIZED AT THIS TIME AT A TOTAL COST OF $76,800.00. THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF.

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 COST TO INSTALL THE WATER DISTRIBUTION SYSTEM 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 $121,920.00 WHICH EQUALS TO $1,905.00 PER LOT.

SEWAGE FACILITIES – SEPTIC SYSTEM HAS BEEN INSTALLED AT A TOTAL COST OF $1,200.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $76,800.00 FOR THE ENTIRE SUBDIVISION.

KAMBIZ S. KHADEMI, PE
P.E. # 57767

DATE

STATE OF TEXAS
KAMBIZ S. KHADEMI
57767
REGISTERED PROFESSIONAL ENGINEER

AS BUILT

PROVISIÓN DE AGUA: DESCRIPCIÓN, GASTOS Y FECHAS DE INICIO

CONCHO HEIGHTS UNIT 2 SUBDIVISION HA SIDO PROVEÍDA DE AGUA POTABLE POR NORTH ALAMO WATER SUPPLY CORP. (N.A.W.S.C). El DUENO Y N.A.W.S.C. HAN HECHO UN CONTRATO EN CUAL N.A.W.S.C. HA PROMETIDO PROPORCIONAR SUFICIENTE AGUA A LA SUBDIVISIÓN DURANTE AL MENOS 30 AÑOS Y N.A.W.S.C. HA PROPORCIONADO LA DOCUMENTACIÓN PARA ESTABLECER SUFICIENTEMENTE LA CANTIDAD Y LA CALIDAD DE LOS ABASTECIMIENTOS DE AGUA DISPONIBLES PARA SERVIR EL DESARROLLO LLENO DE ESTA SUBDIVISION. N.A.W.S.C. TIENE DOS LINEAS DE 8" AL TERMINAR LAS CALLES MELODY Y HARMONY LANES. DE ESTAS LINEAS PREVIAMENTE MENSIONADAS EMOS INSTALADOS DOS LINEAS NUEVAS DE 8" A LO LARGO DE MELODY Y HARMONY LANES ASIA EL NORTE LLEGANDO A LA CARRETERA TRENTON ROAD CUAL OTRA LINEA DE 8" SE INSTALARA ASIA EL LADO OEASTE Y ESTE ATRAVES DE UN DERECHO DE PASO DE 15 PIES DE N.A.W.S.C. SE INSTALARA OTRA LINEA DE 8" DE LA LINEAS PREVIAMENTE MENSIONADAS A LO LARGO DE LADO SUR DE ALEJANDRA DRIVE TERMINANDO CON UNA BARBULA DE ESCAPE DE 2"

DISTRIBUCIÓN DE AGUA PARA CONCHO HEIGHTS UNIT 2 SUBDIVISIÓN CONSISTE EN TREITA Y UNO (32) LINEAS DE 1" DIÁMETRO DE SERVICIO DUALES CUALES TERMINAN EN LAS CAJA DEL MEDIDOR CON CANDADOS DE CADA SOLAR. LAS LINEAS DE SERVICIO DUALES Y SENCILLAS DE ¾" Y LAS CAJAS DEL MEDIDOR HAN SIDO INSTALADAS A UN COSTO TOTAL DE $89,700.00 O $1,401.56 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA COMPAÑÍA N.E.W.S.C. $21,300.00, DE ACUERDO AL CONTRATO DE LA CARTA DE 30 AÑOS LA CUAL CUBRE EL COSTO DEL MEDIDOR MECÁNICO DE AGUA PARA CADA LOTE, $332.81, 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.E.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 INDIVIDUAL DE $2,730.00 A UN COSTO TOTAL DE $10,920.00. 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. ESTA FOSA SETICA CONSISTE DE UN TANQUE SÉPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. JOSE A. GONZALEZ EVALUADOR DE SUELOS REG.# 12258 EH 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 6 EXCAVACIONES DE EVALUACIÓN DE SUELO EN LUGARES OPUESTOS EN LA SUBDIVISIÓN (EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA ÁREA 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 ÁREA FLUYE BIEN.

EL COSTO TOTAL PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR SON $1,200.00 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 $76,800.00. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODOS LAS FOSAS SÉPTICAS Y AH APROBADO LA INSTALACIÓN DEL SISTEMA DE FOSAS SEPTICAS.

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 $121,920.00 O $1,905.00 POR LOTE

DRENAJE: SE ESTIMA QUE LA FOSA SÉPTICA COSTARA $1,200.00 POR SISTEMA A UN COSTO TOTAL DE $76,800.00 TODA LA SUBDIVISIÓN.

KAMBIZ S. KHADEMI, PE
P.E. # 57767

DATE

STATE OF TEXAS
KAMBIZ S. KHADEMI
57767
REGISTERED PROFESSIONAL ENGINEER

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 CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1.–I KYNDEL W. BENNETT SUBDIVIDER OF CONCHO HEIGHTS UNIT 2 SUBDIVISION HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAID AND ARE ON FILE WITH HIDALGO COUNTY HEALTH DEPARTMENT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY AND QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT TO HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE REQUIRED BY STATE AND COUNTY REGULATIONS.

OWNER:
CONCHO HEIGHTS, L.P.
A TEXAS LIMITED PARTNERSHIP
BY: KRJ RGV, L.L.C
A TEXAS LIMITED LIABILITY COMPANY
ITS: GENERAL PARTNER
BY: KYNDEL W. BENNETT, PRESIDENT
P.O. BOX 365
LA BLANCA, TX 78558

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED KYNDEL W. BENNETT KNOWN TO MY BY THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSED AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS TIME _____ DAY OF _____, 20____.

NOTARY PUBLIC
MY COMSTUART EXPIRES _____

BY	DATE	REVISION

K K Engineering Consultant
GENERAL PROFESSIONAL CIVIL ENGINEERING SERVICES
(FIRM REGISTRATION #F-1334)
(956) 630-2125
FAX (956) 630-2219
410 E. DOVE
P.O. BOX 3422
McALLEN, TEXAS 78502

DRAWING DATE: AUGUST, 2013
RELEASE DATE:
DESIGNED BY: K.K.
DRAWN BY: DANIEL
CHECKED BY: K.K.
UPDATED DWG. BY:
SCALE: 1" = 100'

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KHAMBIZ S. KHADEMI, P.E. 57767 AUGUST/2013
ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE LAW

CONCHO HEIGHTS UNIT 2
SUBDIVISION
HIDALGO COUNTY
ETJ EDINBURG

EXISTING TOPO AND ~~PROPOSED~~ WATER IMPROVEMENTS (NAWSC) AND SEPTIC TANKS

CONCHO HEIGHTS, LLC

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File Name: SEPTIC & WATER

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
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Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

TO: JUDGE RAMON GARCIA
COUNTY COMMISSIONER'S COURT

FROM: RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR

DATE: MARCH 19, 2014

RE: SENDERO TRAILS PHASE 2 SUBDIVISION – PCT. 4

ON FEBRUARY 28, 2006, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH A CASH DEPOSIT FOR THE ABOVE REFERENCED SUBDIVISION. THE CASH DEPOSIT WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF TWENTY TWO (22) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF $1,000.00 DOLLARS FROM THE CASH DEPOSIT. THIS REFLECTS THE INSTALLATION OF ONE (1) ADDITIONAL SEPTIC TANK SYSTEM. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT THREE (3) SEPTIC TANKS HAVE BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF $1,000.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$ 22,000.00
1ST REIMBURSEMENT	$ 1,000.00
2ND REIMBURSEMENT	$ 1,000.00
3rd REIMBURSEMENT	$ 1,000.00
BALANCE REMAINING	$ 19,000.00

Hidalgo County Planning Department

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Planning Administrator

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HIDALGO COUNTY PLANNING DEPARTMENT

Official Receipt for Fees

No 055645

January 15, 2006

RECEIVED OF: Megaware Corp $ 22,000.00

Twenty two thousand and 00/100 DOLLARS

SUBDIVISION: Sendero Tierra Ph 2 DEVELOPER _____

COST OF PAVING _____ COST OF DRAINAGE _____ PCT. _____

FLOODPLAIN ADM. 1100-341-30-210-002-0-000		
Other		
Total		

SUBDIVISION FEES 1100-341-30-210-001-0-000		
Filing/Review Fee		
2% Inspection Fee		
Maps		
Subd. Rules Book		
Other		
Total		

ESCROWS	
1/3 Paving	Acct#
Septic Tanks	22-1100-211-00-000-018-0-000
22 septics	22,000.00
Other	
Total	22,000.00

M.O. ☐ ☐

CHECK ☑ 1314 CASH ☐

Maria D. Cavazos
PREPARED BY:

Auditor's Form – ECPD 0001: Rev. 6-04

MEGAWARE CORP
2501 W MILITARY HWY STE F-8
MCALLEN, TX 78503-8955

1314

DATE JAN. 9, 2006 88-1161/1149 03

PAY TO THE ORDER OF HIDALGO COUNTY $ *22,000.00

*** TWENTY TWO THOUSAND AND 00/100 ********** DOLLARS

McALLEN NATIONAL BANK MEMBER FDIC
5201 N. 23rd
P.O. Box 5555
McAllen, Texas 78504
956-682-2265

FOR Sendero Tierra Subd. Ph II ESCROW OF SEPTIC TANKS FOR EACH LOT ($1,000/Lot)

⑈001314⑈ ⑆114911616⑆ ⑈00 2204 7⑈

Hidalgo County Planning Department

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Planning Administrator

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Fax (956) 205-7049

HEALTH DEPARTMENT
COUNTY OF HIDALGO

March 19th,2014

Hidalgo County Planning Department
Mr. Raul E. Sesin
1304 S. 25th St.
Edinburg, TX 78539

RE: SENDERO TRAILS #2 S/D

Dear Mr. Sesin:

According to our records, **3** out of **22** lots in **SENDERO TRAILS #2 S/D** have a septic tank systems installed and can be expected to function properly, **SENDERO TRAILS #2 S/D** is located on **FM 490** 1 Mi. W. of Hwy 281,in Edinburg Tx.

Sincerely,

Ruben Hernandez
Environmental Health Inspector II

1304 S. 25th Edinburg, TX 78539 (956) 383-6221 Fax (956) 383-8864

AI-43711 **Precinct #3 19. A.**

CC REGULAR

Meeting Date: 03/25/2014

Submitted For: Mingo per Mike Lopez **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Appointment of member to the Housing Authority Board

BACKGROUND

Appoint Lita Leo as per Mingo

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/20/2014 03:14 PM
Purchasing Department	Monica Badillo	03/21/2014 04:46 PM

Form Started By: Monica Badillo Started On: 03/20/2014 02:03 PM

Final Approval Date: 03/21/2014

AI-43689 **HIDTA - Task Force 20. A.**

CC REGULAR

Meeting Date: 03/25/2014

Submitted For: Rene Guerra, Criminal District Attorney

Submitted By: Nelda Olivarez, HIDTA

Department: HIDTA

Information

CAPTION

Authorization and approval to accept the following:
1. Memorandum of Understanding between Hidalgo County HIDTA Task Force and the Hidalgo County Constable's Office, Precinct 3.
2. Memorandum of Understanding between Hidalgo County HIDTA Task Force and the McAllen Independent School District Police Department.

BACKGROUND

As set forth under "The Guide to Equitable Sharing for State and Local Law Enforcement Agencies" section VIII.A.1.1 "Cash transfers of shared funds from one state or local law enforcement agency to another are permitted". HIDTA will transfer E-Sharing-U.S. Treasury funds.

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #:

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

BUDGETARY IMPACT:

No Budgetary impact.
Both Constable Pct. 3 and Mcallen ISD Police dept. will receive $10,000.00.

Attachments

mou

mou

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/20/2014 10:06 AM
Manuel Chapa	Manuel Chapa	03/21/2014 10:22 AM
Auditor's Office	Monica Badillo	03/21/2014 04:46 PM

Form Started By: Nelda Olivarez Started On: 03/20/2014 08:51 AM

Final Approval Date: 03/21/2014

STATE OF TEXAS)
)
COUNTY OF HIDALGO)

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is entered into, by and between the **COUNTY OF HIDALGO, TEXAS by and through the HIDALGO COUNTY HIDTA TASK FORCE**, hereinafter called "HIDTA", and the **HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3,** hereinafter called "CONSTABLE 3".

WITNESSETH:

WHEREAS, HIDTA and CONSTABLE 3 have common drug and crime prevention goals and the CONSTABLE 3 has need for funds to continue their efforts;

WHEREAS, HIDTA received Federal Sharing Funds under the Federal Equitable Sharing Program (Equitable Sharing), and the transfer of such funds is allowable under *The Guide to Equitable Sharing for State and Local Law Enforcement Agencies.*

NOW THEREFORE, to enhance cooperation amongst agencies and express their mutual commitment to drug and crime prevention, HIDTA and CONSTABLE 3 hereby agree as follows:

1. **TRANSFER OF SHARED FUNDS:** HIDTA will transfer the sum of ten thousand dollars ($10,000.00) to CONSTABLE 3.

    a. The amount of ten thousand dollars ($10,000.00) shall solely be used for law enforcement purposes by the CONSTABLE 3 as set forth under *The Guide to Equitable Sharing for State and Local Law Enforcement Agencies.*

    b. The CONSTABLE 3 shall solely be responsible for all expenditures and reporting requirements as set forth under *The Guide to Equitable Sharing for State and Local Law Enforcement Agencies.*

2. TERMINATION: This Agreement may be terminated by either party by giving thirty (30) days written notice via certified mail, return receipt requested to the other party hereto of the intention to terminate.

3. LAW GOVERNING VENUE: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and, the obligations and undertakings of each of the parties to this Agreement shall be performable in Hidalgo County, Texas.

County will receive no compensation from CONSTABLE 3 for any funds shared and/or transferred pursuant to this agreement. This agreement becomes effective on the Date it is signed by both parties.

COUNTY OF HIDALGO

By: _____ _____
Ramon Garcia, Hidalgo County Judge — Date

By: Rene Guerra 3/17/14
Rene Guerra, Hidalgo County District Attorney — Date

By: Lazaro Gallardo Jr. 3/19/14
Lazaro Gallardo Jr., Constable 3 — Date

APPROVED AS TO FORM
Hidalgo County District Attorney's Office

By: _____ Date: _____
Josephine Ramirez Solis, Assistant DA

STATE OF TEXAS)
)
COUNTY OF HIDALGO)

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is entered into, by and between the **COUNTY OF HIDALGO, TEXAS by and through the HIDALGO COUNTY HIDTA TASK FORCE**, hereinafter called "HIDTA", and the **McALLEN INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT**, hereinafter called "McALLEN ISDPD".

WITNESSETH:

WHEREAS, HIDTA and McALLEN ISDPD have common drug and crime prevention goals and the McALLEN ISDPD has a need for funds to continue their efforts;

WHEREAS, HIDTA received Federal Sharing Funds under the Federal Equitable Sharing Program (Equitable Sharing), and the transfer of such funds is allowable under *The Guide to Equitable Sharing for State and Local Law Enforcement Agencies.*

NOW THEREFORE, to enhance cooperation amongst agencies and express their mutual commitment to drug and crime prevention, HIDTA and McALLEN ISDPD hereby agree as follows:

1. **TRANSFER OF SHARED FUNDS:** HIDTA will transfer the sum of ten thousand dollars ($10,000.00) to McALLEN ISDPD.

    a. The amount of ten thousand dollars ($10,000.00) shall solely be used for law enforcement purposes by the McALLEN ISDPD as set forth under *The Guide to Equitable Sharing for State and Local Law Enforcement Agencies.*

    b. The McAllen ISDPD shall solely be responsible for all expenditures and reporting requirements as set forth under *The Guide to Equitable Sharing for State and Local Law Enforcement Agencies.*

2. TERMINATION: This Agreement may be terminated by either party by giving thirty (30) days written notice via certified mail, return receipt requested to the other party hereto of the intention to terminate.

3. LAW GOVERNING VENUE: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and, the obligations and undertakings of each of the parties to this Agreement shall be performable in Hidalgo County, Texas.

County will receive no compensation from MCALLEN ISDPD for any funds shared and/or transferred pursuant to this agreement. This agreement becomes effective on the Date it is signed by both parties.

COUNTY OF HIDALGO

By: _____ _____
Ramon Garcia, Hidalgo County Judge Date

By: Rene Guerra 3/17/14
Rene Guerra, Hidalgo County Criminal District Attorney Date

McALLEN INDEPENDENT SCHOOL DISTRICT

By: Cris Esquivel 3/17/14
Cris Esquivel, McAllen ISDPD Date

By: James Ponce 3-18-14
Dr. James Ponce Date

APPROVED AS TO FORM
Hidalgo County District Attorney's Office

By :_____ Date: _____
Josephine Ramirez Solis, Assistant DA

AI-43677 **HIDTA - Task Force 20. B.**

CC REGULAR

Meeting Date: 03/25/2014

Submitted For: Rene Guerra, Criminal District Attorney **Submitted By:** Nelda Olivarez, HIDTA

Department: HIDTA

Information

CAPTION

HIDTA Task Force (1291):
1. Authorization and approval to accept Award No. G14SS0002A between Hidalgo County and the Executive Office of the President-Office of National Drug Control Policy in the amount of $685,705.00 for grant period 01/01/14 to 12/31/2015.
2. Approval of certification of revenues as certified by the Hidalgo County Auditor for the HIDTA Task Force Grant.
3. Approval of appropriation of funds for the Hidalgo County HIDTA Task Force in the amount $685,705.00.
4. Approval of salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1291-412-00-270-003-4-XXX

FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:** NO

BUDGETARY IMPACT:

See attached appropriation.

GRANT FISCAL YEAR: 14

GRANT PERIOD: 01-01-14 TO 12-31-15

NO CASH MATCH- 100% FEDERAL GRANT FUNDS

REVENUE ACCOUNT: 4-1291-331-10-270-003-4-000 HIDTA TASK FORCE FY14 REVENUES

Funds will not be sufficient to carry through one full year. See attached email for explanation.

Attachments

Grant Agreement
2014 HIDTA Grant Application
salary schedule
email
APPROPRIATION

Form Review

Inbox	Reviewed By	Date

Budget & Management	Debbie Tamez	03/20/2014 07:41 AM
Rosalinda Cantu	Rosie Cantu	03/20/2014 02:42 PM
Obdett Calzada	Obdett Calzada	03/21/2014 10:05 AM
Manuel Chapa	Manuel Chapa	03/21/2014 02:00 PM
Purchasing Department	Monica Badillo	03/21/2014 04:46 PM

Form Started By: Nelda Olivarez Started On: 03/19/2014 03:10 PM

Final Approval Date: 03/21/2014

Executive Office of the President Office of National Drug Control Policy	**Grant Agreement**	
1. Recipient Name and Address Mr. Ramon Garcia Hidalgo County Judge ~~Auditor's Office~~ 3100 S. Closner, Foxtrot Building Edingburg, TX 78539	4. Award Number: G14SS0002A 5. Grant Period: From 01/01/2014 to 12/31/2015	
1A. Recipient IRS/Vendor No.: 1746000717A4 Subrecipient Name and Address	6. Date: 3/17/2014 8. Supplement Number	7. Action [X] Initial Supplemental
2A. Subrecipient IRS/Vendor No.:	9. Previous Award Amount:	
3. Project Title Hidalgo County DA HIDTA Task Force	10. Amount of This Award: $685,705 11. Total Award: $685,705	
12. The above Grant is approved subject to such conditions or limitations as are set forth on the five attached pages.		
13. Statutory Authority for Grant: Public Law 113-76		
AGENCY APPROVAL	**RECIPIENT ACCEPTANCE**	
14. Typed Name and Title of Approving Official Michael K. Gottlieb National HIDTA Director	15. Typed Name and Title of Authorized Official Ramon Garcia Judge Hidalgo County ~~Auditor's Office~~	
16. Signature of Approving ONDCP Official Michael K. Gottlieb	17. Signature of Authorized Recipient/Date	
AGENCY USE ONLY		
18. Accounting Classification Code DUNS: 103110834 EIN: 1746000717A4	19. HIDTA AWARD ONDI070DB1415XX ONDI6113 OND2000000000 OC 410001	

GRANT CONDITIONS

A. General Provisions

1. This grant is subject to Title 2 of the Code of Federal Regulations, as well as the following:

   - by reference, the provisions of the Office of Management and Budget (OMB) circulars and government-wide common rules applicable to grants and cooperative agreements. These circulars and common rules include the following:
   - OMB Circular A-21 "Cost Principles for Educational Institutions." (Codified at 2 CFR Part 220)
   - OMB Circular A-87 "Cost Principles for State, Local, and Indian Tribal Governments." (Codified at 2 CFR Part 225)
   - OMB Circular A-102 "Grants and Cooperative Agreements with State and Local Governments." (Codified at 21 CFR 1403)
   - OMB Circular A-110 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations." (Codified at 2 CFR Part 215)
   - OMB Circular A-122 "Cost Principles for Nonprofit Organizations." (Codified at 2 CFR Part 230)
   - "Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Units of Governments," (Codified at 21 CFR Part 1403)
   - Grants Management Common Rule for State and Local Units of Governments," (Codified at 21 CFR Part 1404)
   - "Government-wide Debarment and Suspension (Nonprocurement)," (Codified at 21 CFR Part 1404)
   - "Government-wide Requirements for Drug-free Workplace (Financial Assistance)" (Codified at 21 CFR Part 1405)
   - "New Restrictions on Lobbying" (Codified at 28 CFR Part 69)

2. Audits conducted pursuant to OMB Circular A-133, "Audits of State and Local Governments", must be submitted no later than 9 months after the close of the grantee's audited fiscal year. A copy of the audit report and management letter must be sent to:

   EOP/ONDCP
   Attention: Michael Reles
   GSD/RDF (202) 395-6608
   Anacostia Naval Annex
   Bldg 410/Door 123
   250 Murray Lane, SW
   Washington, DC 20509
   or:
   mreles@ondcp.eop.gov

3. Grantees are required to submit Federal Financial Reports (FFR) to the Department of Health and Human Services, Division of Payment Management (HHS/DPM). Other reporting requirements are specified in the HIDTA Program Policy and Budget Guidance.

4. The recipient gives the awarding agency or the Government Accountability Office, through any authorized representative, access to, and the right to examine, all paper or electronic records related to the grant.

5. Recipients of HIDTA funds are not agents of ONDCP. Accordingly, the HIDTA, its fiscal agent (s), HIDTA employees, HIDTA contractors, as well as state, local, and federal HDTA participants, either on a collective basis or on a personal level, shall not hold themselves out as being part of, or representing, the Executive Office of the President or ONDCP.

6. **Grantees and subgrantees are advised of the new OMB grants "supercircular," Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, some provisions of which may begin to supersede the provisions of pre-existing OMB grants circulars over the term of this grant. ONDCP will also be adopting conforming regulations in 2014. ONDCP will provide you with updates moving forward. For more information about the supercircular, please visit www.cfo.gov/COFAR, which includes links to related online training and FAQs.**

B. Special Conditions HIDTA Grants

The following special conditions are incorporated into each award document.

1. This grant is awarded for the initiative(s) named above. Variation from the description of activities approved by ONDCP and/or from the budget attached to this letter must comply with the reprogramming requirements as set forth in ONDCP's HIDTA Program Policy and Budget Guidance.

2. This award is subject to the requirements in ONDCP's HIDTA Program Policy and Budget Guidance.

3. No HIDTA funds shall be used to supplant state or local funds that would otherwise be made available for the same purposes.

4. The requirements of 28 CFR Part 23, which pertain to information collection and management of criminal intelligence systems, shall apply to any such systems supported by this award.

5. Special accounting and control procedures must govern the use and handling of HIDTA Program funds for confidential expenditures; i.e. the purchase of information, evidence, and services for undercover operations. Those procedures are described in Section 6-12 of the HIDTA Program Policy and Budget Guidance.

6. The grant recipient agrees to account for and use program income in accordance with the "Common Rule" and the HIDTA Program Policy and Budget Guidance. Asset forfeiture proceeds generated by the HIDTA-funded initiatives shall not be considered as program income earned by HIDTA grantees.

7. Property acquired with these HIDTA grant funds is to be used for activities of the SWB - South Texas HIDTA. If your agency acquires property with these funds and then ceases to participate in the HIDTA, this equipment must be made available to the HIDTA's Executive Board for use by other HIDTA participants.

8. All law enforcement entities that receive funds from this grant must report all methamphetamine laboratory seizure data to the National Clandestine Laboratory Database/National Seizure System at the El Paso Intelligence Center.

C. Payment Basis

1. A request for Advance or Reimbursement shall be made using the HHS/DPM system (www.dpm.psc.gov). Copies of invoices or payroll registers must accompany the payment confirmation number to provide documentation for the reimbursement request. Requests for advances must be accompanied by details specifying the need for the advance. Documentation of how the advance was spent must be submitted within 21 days and before another advance or reimbursement will be approved.

2. The HIDTAs, or their respective grantees, must utilize the HIDTA program Financial Management System's (FMS) Disbursement module each time they submit a disbursement request to the NHAC. Requests for payment in the DPM system will not be approved unless the required disbursements have been entered into the FMS. Payments will be made via Electronic Fund Transfer to the award recipient's bank account. The bank must be FDIC insured. The account must be interest bearing.

3. Except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. 6501 et seq.) and the Indian Self-Determination Act (23 U.S.C. 450), grantees and subgrantees shall promptly, but at least quarterly, remit interest earned on advances to HHS/DPM at the address provided below. When submitting your checks, please provide a detailed explanation which should include: reason for check (remittance of interest earned on HIDTA advance payments), check number, grantee name, grant number, interest period covered, and contact name and number.

Ms. Janet Morgan
Division of Payment Management
Department of Health and Human Services

Via U.S. Postal Mail:
P.O. Box 6021
Rockville, MD 20852

Via FedEx:
7700 Wisconsin Avenue
10th Floor
Bethesda, MD 20814

4. The grantee or subgrantee may keep interest amounts up to $100 per year for administrative purposes.

RECIPIENT ACCEPTANCE OF GRANT CONDITIONS

Signature: _____ Date: _____

Name: Ramon Garcia

Organization: Hidalgo County ~~Auditor's Office~~ Judge

HIDTA
2014
SF-424 Application

SWB - South Texas HIDTA
G14SS0002A
Hidalgo County Auditor's Office
$685,705.00

Generated On: March 13, 2014

OFFICE OF NATIONAL DRUG CONTROL POLICY
FY 2014 HIDTA STATE AND LOCAL INITIATIVES

INSTRUCTIONS FOR APPLICANTS

Attached are the following documents for your FY 14 funding application:

- Approved FY 14 Budget to the Hidalgo County Auditor's Office for the Multiple Initiative(s).
- Application for Federal Assistance, SF-424.
- Budget Information Non-Construction Programs, SF-424A, Page 2. (Page 1 will not be utilized.)
- Assurances Non-Construction Programs, SF-424B.
- Budget Information Construction Programs, SF-424C.
- Certification regarding Lobbying; Debarment, Suspension and other Responsibility Matters; Drug-Free Workplace Requirements; Federal Debt Status, and Non-Discrimination Statutes and Implementing Regulations.
- Disclosure of Lobbying Activities.

To submit a grant application for FY 14 HIDTA State and Local Initiative Funding, the following forms must be signed and returned:

- Application for Federal Assistance, SF-424.
- Budget Information Non-Construction Programs, SF-424A, Page 2. (Page 1 will not be utilized.)
- Assurances Non-Construction Programs, SF-424B.
- Budget Information Construction Programs, SF-424C.
- Certification regarding Lobbying; Debarment, Suspension and other Responsibility Matters; Drug-Free Workplace Requirements; Federal Debt Status, and Non-Discrimination Statutes and Implementing Regulations.
- Disclosure of Lobbying Activities.

Each of these documents have been completed based upon information submitted for the FY 14 initiatives. If this information is incorrect, contact the National HIDTA Assistance Center for new forms.

These documents must be completed and signed in their entirely and returned with original signatures affixed before the award letter can be initiated.

After completion, the forms should be sent to:

National HIDTA Assistance Center
11200 NW 20th ST, STE 100
Miami, FL 33172
(305) 715-7600

APPLICATION FOR FEDERAL ASSISTANCE	2. DATE SUBMITTED 03/13/2014	Applicant Identifier:
1. TYPE OF SUBMISSION Application: _ Construction, X Non-Construction Pre-application: _ Construction, _ Non-Construction	3. DATE RECEIVED BY STATE	State Application Identifier
	4. DATE RECEIVED BY FED AGENCY	Federal Identifier G14SS0002A

5. APPLICANT INFORMATION

LEGAL NAME: Hidalgo County Auditor's Office	ORGANIZATIONAL UNIT:
Organizational DUNS: 103110834	
ADDRESS *(Give city, county, State and Zip Code)* Hidalgo County Auditor's Office 3100 S. Closner, Foxtrot Building Edingburg, TX 78539	*Name and telephone number of person to be contacted on matters involving this application (give area code)* Director Antonio Garcia

6. EMPLOYER IDENTIFICATION NUMBER (EIN)

1746000717A4

8. TYPE OF APPLICATION

S New _ Continuation _ Revision

If revision, enter appropriate letter(s) in box(es) ☐ ☐

(Specify) _____

A. Increase Award B. Decrease Award
C. Increase Duration D. Decrease Duration
Other (specify)_____

7. TYPE OF APPLICANT: *(Enter appropriate letters in box)*

A. State	H. Independent School District
B. County	I. State Controlled Institution of Higher Learning
C. Municipal	J. Private University
D. Township	K. Indian Tribe
E. Interstate	L. Individual
F. Inter-municipal	M. Profit Organization
G. Special District	N. Other

9. NAME OF FEDERAL AGENCY ONDCP

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER (CFDA):

95.001

11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT

Hidalgo County DA HIDTA Task Force

12. AREAS AFFECTED BY PROJECT

(Cities, Counties, States, etc.):

13. PROPOSED PROJECT		14. CONGRESSIONAL DISTRICTS OF	
Start Date	Ending Date	a. Applicant	b. Project
1/1/2014	12/31/2015		

15. ESTIMATED FUNDING:

a. Federal	$685,705.00
b. Applicant	
c. State	
d. Local	
e. Other	
f. Program Income	
g. Total	$685,705.00

16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?

a. YES. ☐ This preapplication/application was made available to the State Executive order 12372 process for b. Applicant review on:

Date: _____

b. No. ☐ Program is not covered by E.O. 12372

☐ or program has not been selected by state for review

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?

Yes If "Yes", attach an explanation ☒ No

TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

a. Type Name of Authorized Representative	b. Title	c. Telephone
Ramon Garcia	Mr.	
d . Signature of Authorized Representative		e. Date Signed

Instructions for the sf424

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET; SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This is a standard form used by applicants as a required face sheet for pre applications and application submitted for Federal assistance. It will be used by Federal agencies to obtain applicant certification that States which have established a review and comment procedure in response to Executive Order 12372 and have selected the program to be included in their process, have been given an opportunity to review the applicant's submission.

Item: Entry:

1. Self -Explanatory.

2. Data application submitted to Federal Agency (or State if applicable) & applicant's control number (if applicable).

3. State use only (if applicable).

4. Enter Date Received by Federal Agency, Federal identification number: if this application is to continue or revise an existing award, enter present Federal identifier number. If for a new project, leave blank.

5. Enter a legal name of applicant, name of primary organizational unit (including division is applicable), which will undertake the assistance activity, enter the organization's DUNS number (received from Dun and Bradstreet), enter the complete address of the applicant (including country), and name, telephone number, email and fax of the person to contact on matters related to this application.

6. Enter employer Identification Number (EIN) as assigned by the Internal Revenue Service.

7. Enter the appropriate letter in the space provided.

8. Check appropriate box and enter appropriate letter(s) in the space(s) provided;
   - "New " means a new assistance award
   - "Continuation" means any change in the Federal Government's financial obligation or contingent liability from an existing obligations
   - "Revision" means any change in the Federal Government's financial obligation or contingent liability from an existing obligation.

9. Name of Federal agency from which assistance is being requested with this application.

10. Use the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested.

11. Enter a brief descriptive title of project. If more than one program is involved, you should append an explanation on a separate sheet. If appropriate (e.g., construction or real property projects), attach a map showing project location. For pre application, use a separate sheet to provide a summary description of this project.

12. List only the largest political entities affected (e.g., State, counties, cities).

13. Self- Explanatory.

14. List the applicant's Congressional-District and any District(s) affected by the program or project.

15. Amount requested or to be contributed during the first funding/budget period by each contributor. Value of in kind contributions should be included on appropriate lines as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decrease, enclose the amounts in parentheses. If both basic and supplemental amounts are included, show breakdown on an attached sheet. For multiple program funding, use totals and show breakdown using same categories as item 15.

16. Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process.

17. This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes.

18. To be signed by the authorized representative of the applicant. A copy of the governing body's authorization for you to sign this application as official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.

Section C - Non-federal Resources

(a) Grant Program	(b) Applicant	(c) State	(d) Other Resources	(e) TOTALS
8.	$	$	$	$
9.				
10.				
11.				
12. Total (sum line 8 - 11)	$	$	$	$

SECTION D – FORCASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	$685,705.00	$171,426.25	$171,426.25	$171,426.25	$171,426.25
14. Non-Federal					
15. TOTAL (sum of 13 and 14)	$	$	$	$	$

SECTION E – BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

	(b) First	(c) Second	(d) Third	(e) Fourth
16.				
17.				
18.				
19.				
20.				

SECTION F – OTHER BUDGET INFORMATION

21. Direct Charges	22. Indirect Charges
23. Remarks	

INSTRUCTIONS FOR THE SF-424A

Public reporting burden for this collection of information is estimated to average 180 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Office of Management and Budget, Paperwork Reduction Project (0348-0044), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT OT THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

General Instruction

This form is designed so that application can be made for funds from one or more grant programs. In preparing the budget, adhere to any existing Federal grantor agency guidelines, which prescribe how and whether budgeted amounts should be separately shown for different functions or activities within the program. For some programs, grantor agencies may require budgets to be separately shown by function or activity. For other programs, grantor agencies may require a breakdown by function or activity. Section A,B,C, and D should include budget estimates for the whole project except when applying for assistance which requires Federal authorization in annual or other funding period increments. In the latter case, Sections A, B,C, and D should provide the budget for the first budget period (usually a year) and Section E should present the need for Federal assistance in the subsequent budget periods. All applications should contain a breakdown by the object class categories shown in Lines a-k of Section B.

Section A. Budget Summary Lines 1-4 column (a) and (b)

For applications pertaining to a single Federal grant program (Federal Domestic Assistance Catalog number) and not requiring a functional or activity breakdown, enter on Line 1 under Column (a) the catalog program title and the catalog number in Column (b).

For application pertaining to a single program requiring budget amounts by multiple functions or activities, enter the name of each activity or function on each line in Column (a), and enter the catalog number in column (b). For application pertaining to multiple programs where none of the programs require a breakdown by function or activity, enter the catalog program title on each line in column (a) and the respective catalog number on each line in column (b).

For application pertaining to multiple programs where one or more programs require a breakdown by function or activity, prepare a separate sheet for each program requiring the breakdown. Additional sheets should be used when one form does not provide adequate space for all breakdown of data required. However, when more than one sheet is used, the first page should provide the summary totals by programs.

Lines 1-4, column (c) through (g)

For new application, leave columns (c) and (d) blank. For each line entry in Column (a) and (b), enter in Column (e), (f), and (g) the appropriate amounts of funds needed to support the project for the first funding period (usually a year).

For continuing grant program applications, submit these forms before the end of each funding period as required by the grantor agency. Enter in column (c) and (d) the estimated amounts of funds which will remain not obligated at the end of the grant funding period only if the Federal grantor agency instructions provide for this. Otherwise, leave these columns blank. Enter in column (e) and (f) the amounts of funds needed for the upcoming period. The amount(s) in column (g) should be the sum of amounts in Column (e) and (f).

For supplemental grants and changes to existing grants, do not use column (c) and (d). Enter in Column (e) the amount of the increase or decrease of Federal funds and enter in column (f) the amount of the increase of decrease of non-federal funds. In Column (g) enter the new total budgeted amount (Federal and non-federal which includes the total previous authorized budgeted amounts plus or minus, as appropriate, the amounts shown in column (e) and (f). The amount(s) in column (g) should not equal the sum of amounts in column (e) and (f).

Line 5- Show the totals for all columns used.

Section B Budget Categories

In the column headings (1) through (4), enter the titles of the same programs, functions, and activities shown on line 1-4, column (a), Section A. When additional sheets are prepared for Section A, provide similar column headings on each sheet. For each program, function or activity, fill in the total requirements for funds (both Federal and non-Federal) by object class categories.

Lines 6a-I- Show the totals of Lines 6a to 6h in each column.

Line 6j- Show the amount of indirect cost.

Line 6K- Enter the total of amounts on Lines 6i and 6j. For all applications for new grants and continuation grants the total amount in column (5), Line 6k, should be the same as the total amount shown in Section A, column (g), Line 5. For supplemental grants and changes to grants, the total amount of the increase or decrease as shown in column (1)-(4), Line 6k should be the same as the sum of the amounts in Section A, column (e) and (f) on Line 5.

Line 7- Enter the estimated amount of income, if any expected to be generated from this project. Do not add or subtract this amount. Show under the program narrative statement the nature and source of income. The estimated amount of program income may be considered by the federal grantor agency in determining the total amount of the grant.

Section C. Non-Federal Resources

Lines 8-11 Enter amounts of non-federal resources that will be used on the grant. If in-kind contributions are included, provide a brief explanation on a separate sheet.

Column (a) Enter the program titles identical to column (a), Section A. A breakdown by function or activity is not necessary.

Column (b) Enter the contribution to be made by the applicant.

Column (c) Enter the amount of the State's cash and in-kind contribution if the applicant is not a State or State agency. Applicants which are a State or State agencies should leave this column blank.

Column (d) Enter the amount of cash and in-kind contribution to be made from all other sources.

Column (e) Enter total of column (b),(c), and (d).

Line 12- Enter the total for each of column (b)-(e). The amount in column (e) should be equal to the amount on Line 5, column (f) section A.

Section D. Forecasted Cash Needs

Line 13 Enter the amount of cash needed by quarter from the grantor agency during the first year.

Line 14 –Enter the amount of cash from all other sources needed by quarter during the first year.

Line 15 – Enter the totals of amounts on Lines 13 and 14.

Section E. Budget Estimates of Federal Funds Needed for Balance of the Project

Lines 16-19- Enter in Column (a) the same grant program titles shown in Column (a), Section A. A breakdown by function or activity is not necessary. For new applications and continuation grant applications, enter in the proper columns amounts of Federal funds which will be needed to complete the program or project over the succeeding funding period (usually in years). This section need not be completed for revisions (amendments, changes, or supplements) to funds for the current year of existing grants.

If more than four lines are needed to list the program titles, submit additional schedules as necessary.

Line 20- Enter the total for each of the Column (b)-(e). When additional schedules are prepared for this section, annotate accordingly and show the overall totals on this line.

Section F. Other Budget Information

Line 21 – Use this space to explain amounts for individual direct object class cost categories that may appear to be out of the ordinary or to explain the details as required by the Federal grantor agency.

Line 22- Enter the types of indirect rate (provisional, predetermined, final or fixed) that will be in effect during the funding period, the estimated amount of the base to which the rate is applied, and the total indirect expense.

Line 23- Provide any other explanations or comments deemed necessary.

ASSURANCES – NON-CONTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program, if you have questions, please contact the awarding agency. Further, certain Federal-awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management and completion of the project describe in this application.
2. Will give the awarding agency, the Comptroller General of United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all record, books, paper, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U. U. C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C. F. R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U. S. C. 1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U. S. C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U. S. C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U. S. C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U S C. 3601 et seq), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (I) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocations Assistance and Real Property Acquisition Policies Act of 1970 (P. L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assistance programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U. S.C. 1501-1508 and 7324-7328) which limit the political activities are funded in whole or in part with Federal Funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U. S. C. 276a to 276a – 7), the Copeland Act (40 U. S. C. 276c and 18 U. S. C. 874), and the Contract Work Hours and Safety Standards Act (40 U. S. C. 327-333), regarding labor standards for federally assisted construction sub agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et esq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176 (c) if the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et esq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L..93-205).

12. Will comply with the Wild and Scenic: Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984 or OMB Circular No. A-133, Audits of Institutions of Higher Learning and other Non-profit Institutions.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	Title
Ramon Garcia	Mr.
APPLICANT ORGANIZATION Hidalgo County ~~Auditor's Office~~ Judge	Date Submitted

BUDGET INFORMATION – CONTRUCTION PROGRAMS

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case your will be notified

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Column a-b)
1. Administrative and legal expenses			
2. Land, structures, rights of way, appraisals, etc.			
3. Relocation expenses and payments			
4. Architectural and engineering fees			
5. Other architectural and engineering fees			
6. Project inspection fees			
7. Site work			
8. Demolition and removal			
9. Construction			
10. Equipment			
11. Miscellaneous			
12. SUBTOTAL (sum of lines 1 – 11)			
13. Contingencies			
14. SUBTOTAL			
15. Project (program) income			
16. TOTAL PROJECT COSTS (subtract # 15 from # 14)			

FEDERAL FUNDING

17. Federal assistance requested, calculate as follows (Consult Federal agency for Federal percentage share). Enter resulting Federal share.	Enter eligible costs from line 16c Multiply X _____%	

INSTRUCTION FOR THE SF 424-C

Public reporting burden for this collection of information is estimated to average 180 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0041), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This sheet is to be used for the following types of applications: (1) "New" (means a new [previous Un-funded] assistance award); (2) "Continuation" (means funding in a succeeding budget which stemmed from a prior agreement to fund); and (3) "Revised" (means any changes in the Federal government's financial obligation or contingent liability from an existing obligation). If there is no change in the award amount there is no need to complete this form. Certain Federal agencies may require only an explanatory letter to the effect minor (no cost) changes. If you have questions please contact the Federal agency.

Column a.- If this is an application for a "New" project, enter the total estimated cost of each of the items listed on lines 1 through 16 (as applicable) under "COST CLASSIFICATIONS."

If this application entails a change to an existing award, enter the eligible amounts approved under the previous award for the items under " COST CLASSIFICATION'

Column b. If this is an application for a "New" project, enter that portion of the cost of each item in Column a. which is not allowable for Federal Assistance. Contact the Federal agency for assistance in determining the allowability of specific costs.

If this application entails a change to an existing award, enter the adjustment [+ or (-)] to the previously approved costs (from column a.) reflected in this application.

Column c. This is the net of line 1 through 16 in columns "a" and "b".

Line 1- Enter estimated amounts needed to cover administrative expenses. Do not include costs which are related to the normal functions of government. Allowable legal costs are generally only those associated with the purchase of land which is allowable for Federal participation and certain services in support of construction of the project.

Line 2 – Enter estimated site and right(s) of way acquisition costs (this includes purchase, lease, and/or easements).

Line 3 – Enter estimated cost related to relocation advisory assistance, replacement housing, and relocation payments to displaced persons and businesses, etc.

Line 4 – Enter estimate basic engineering fees related to construction (this includes start-up services and preparation of project performance work plan).

Line 5 – Enter estimated engineering costs, such as surveys, tests, soil borings, etc.

Line 6 – Enter estimated engineering inspection costs.

Line 7 – Enter estimated costs of site preparation and restoration which are not included in the basic construction contract.

Line 9 – Enter estimated cost of the construction contract.

Line 10 – Enter estimated cost of office, shop, laboratory, safety equipment, etc. to be used at the facility, if such costs are not included in the construction contract.

Line 11 – Enter estimated miscellaneous costs.

Line 12 - Total of items 1 through 11.

Line 13 – Enter estimated contingency costs. (Consult the Federal agency for the percentage of the estimated construction cost to use.)

Line 14 – Enter the total of lines 12 and 13.

Line 15 - Enter estimated program income to be earned during the grant period, e.g. salvaged materials, etc.

Line 16 – Subtract line 15 from line 14.

Line 17 – This block if for the computation of the Federal share. Multiply the total allowable project costs from line 16, column "c" by the Federal percentage share (this may be up to 100 percent; consult Federal agency for Federal percentage share) and enter the product on line 17.

ASSURANCES – CONSTRUCTION PROGRAMS

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PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of theses assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of , modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regards to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may e required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or present the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit system for programs funded under one of the nineteen statutes or regulations specified in appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900 Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statues relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686) which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) which prohibits discrimination of the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment act of 1972 (P.L. 93-255), as amended, relating to non-discrimination on the basis of drug abuse; (f) the comprehensive alcohol Abuse and alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient record; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (I) any other non-discrimination provisions I the specific statute(s) under which application for Federal assistance is being made and (j) the requirements on any other non-discrimination Statute(s) which may apply to the application.

OFFICE OF NATIONAL DRUG CONTROL POLICY

CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; FEDERAL DEBT STATUS, AND NONDISCRIMINATION STATUS AND IMPLEMENTING REGULATIONS

Instructions for the certifications

General Requirements
The Office of National Drug Control Policy (ONDCP) is required to obtain from all applicants' certifications regarding federal debt status, debarment and suspension, and a drug free workplace. Applicants requesting monies greater than $100,000 in grants funds must also certify regarding lobbing activities and may be required to submit a Disclosure of Lobbying Activities" (Standard Form LLL). Institutional applicants are required to certify that they will comply with the nondiscrimination statues and implementing regulations.

Applicants should refer to the regulations cited below to determine the certifications to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of the form provides for compliance with certification requirements under 21 CFR part 1405, "New Restrictions on Lobbying" and 21 CFR part 1414, Government wide Debarment and Suspension. (Non procurement), Certification Regarding Federal debt Status (OMB Circular A-129), and Certification Regarding the Nondiscrimination Statutes and Implementing Regulations. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Office of National Drug Control Policy determines to award the covered cooperative agreement

1. LOBBYING
As required by Section 1352, Title 31 of the U.S. Code, and implemented in 21 CFR part 1405, for persons entering into a cooperative agreement over $100,000, as defined at 21 CFR Part 1405, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
(b) If any funds other than Federal appropriated funds have been paid or will being paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Standard Form –LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
(c) The undersigned shall require that the language of this certification be included in the award document for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTER (DIRECT RECIPIENT)
As required by Executive Order 12549, Debarment and Suspension and implemented at 21 CFR Part 1404, for prospective participants in primary covered transactions

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency:
(b) Have not within a three-year period preceding this application been convicted of or and a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract under a public transaction' violation of Federal or State antitrust statures or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) Are not presently indicted for o otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) terminated for cause or default;and

B. Where the applicant is unable to certify to any of the statements in this certification. He or she shall attach an explanation to the application.

2. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)
As required by the Drug Free Workplace Act of 1988, and implemented at 21 CFR Part 1404 Subpart F.
A. The applicant certifies that it will or will continue to provide a drug free workplace by:

(a). Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;
(2) The applicant's policy of maintaining a drug free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;

(d) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(e) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction:

(f) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) form an employee or otherwise receiving actual notice of such convictions. Employers of convicted employees must provide notice including position title, to: The Assistance Center, 8401 Northwest 53rd Terrace, suite 200, Miami, Florida 33166. Notice shall include the identification number of each affected grant;

(g) Taking one of the following actions within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal State, or local health, law enforcement, or other appropriate agency;

(h) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The applicant may insert in the space provided below the site(s) for the performance of work done in connection with the specific cooperative agreement:

Place of Performance (street address, city, country, state,

zip code)
Hidalgo County Auditor's Office

Check ☐ if there are workplaces on file that are not identified here.

The regulations provide that a recipient that is a State may elect of make one certification in each Federal fiscal year. A copy of which should be included with each application for ONDCP Funding.

DRUG FREE WORKPLACE (RECIPIENTS WHO ARE INDIVIDUALS)

As required by the Drug Free Workplace Act of 1988, and implemented at 21 CFR Part 1404 Subpart F.

A. as a condition of the cooperative agreement, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conduction any activity with the grant; and

B. If convicted of a criminal drug offense resulting form a violation occurring during the conduct of any grant activity, I will report the conviction in writing, within 10 calendar days of the conviction, to: The Assistance Center, 8401 Northwest 53rd Terrace, Suite 208, Miami, Florida 33166.

4. CERTIFICATION REGARDING FEDERAL DEBT STATUS (OMB Circular A-129)

The Applicant certifies to the best of its knowledge and belief, that it is not delinquent in the repayment of any federal debt.

5. CERTIFICATION REGARDING THE NONDISCRIMINATIN STATUTES AND IMPLEMENTING REGULATIONS

The applicant certifies that it will comply with the following nondiscrimination statues and their implementing regulations: (a) title VI of the Civil right Act of 1964 (42 U.S.C. 2000D et seq.) which provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant received federal financial assistance; (b) Section 504 if the rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving federal financial assistance; (c) title IX of the Education Amendments of 1972m as amended (20 U.S.C. 1981 et seq.) which prohibits discrimination on the basis of sex in education programs and activities receiving federal financial assistance; and (d) the Age Discrimination Act of 1975, and amended (42 U.S.C. 6101 et seq.) which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance, except that actions which reasonably take age into account as a factor necessary for the normal operation or achievement of any statutory objective of the project or activity shall not violate this statute

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally assisted programs. These requirements apply to all interest in real property acquired for project purpose regardless of Federal participation in purchases
12. Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), The contract Work hours and safety Standards Act (40 U. S. C. 327-333) regarding labor standards for federally assisted construction sub-agreements.
14. Will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more
15. Will comply with environmental standards which may be prescribe pursuant to the following: (a) institution of environmental quality control measures under the National environmental policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazard in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered species Act of 1973, as amended, (P.L. 93-205).
16. Will comply with the wild and scenic rivers act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the single Audit Act of 1984.
19. Will comply with all applicable requirements of all other Federal laws, Executive Orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	Title
Ramon Garcia	Mr.
APPLICANT ORGANIZATION	Date Submitted
Hidalgo County ~~Auditor's Office~~ Judge	

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Grantee Name and Address:	**Hidalgo County Auditor's Office** **3100 S. Closner, Foxtrot Building** **Edingburg, TX 78539**
Application Number and/or Project Name:	**G14SS0002A** **Hidalgo County DA HIDTA Task Force**
Grantee IRS/Vendor Number:	**1746000717A4**
Type Name and Title of Authorized Representative:	**Ramon Garcia** **Mr.**

5. Signature: _____ 6. Date: _____

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action:	2. Status of Federal Action	3. Report Type
[b.] a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	[b.] a. bid/offer/application b. Initial award c. post-award	[a.] a. Initial filing b. material change For Material Change only Year:____ Quarter:____ Date of last report:

4. Name and Address of reporting Entity	5. If reporting entity in No. 4 is Subawardee, Enter name and address of Prime:
[X] Prime [ ] Subawardee Tier ___ *,if uknown:* **Hidalgo County Auditor's Office** **3100 S. Closner, Foxtrot Building** **Edingburg, TX 78539** Congressional District, *if known*	Congressional District, *if known*

6. Federal Department/Agency:	7. Federal Program Name/Description:
ONDCP	HIDTA

8. Federal Action Number, if known	9. Award Amount, if known
G14SS0002A	$685,705.00

10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI)	b. Individuals Performing Services (including address if (if individual, last name, first name, MI) different from No. 10a) last name, first name, MI)
None	None

(attach Continuation Sheet (s) SF-LLL-A, if necessary)

11. Amount of Payment (check all that apply):	13. Type of Payment (check all that apply):
$ N/A ___actual ___planned	____ a. retainer ____ b. one-time fee ____ c. commission ____ d. contingent fee ____ e. deferred ____ f. other; specify:
12. Form of Payment (check all that apply): ___ a. cash ___ b. in-kind; specify: nature_____ value _____	

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:

HIDTA Related Initiatives

(attach Continuation Sheet (s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A atached: ____ Yes [X] No

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made o entered into. This disclosure is requested pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** Ramon Garcia **Title:** Mr. **Telephone No.:** **Date:**_____

Federal Use Only:

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Standard Form – LLL

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1291-412-00-270-003-4

HIDTA TASK FORCE

AI- 43677

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED BASE SALARY	2014 ADJUSTED AMOUNT	2014 ADJUSTED BASE SALARY	COLA %	COLA AMOUNT	OTHER INCREASE	2014 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
G001	113	COMMANDER	$60,000.00	$0.00	$60,000.00	0	$0.00	$20,000.00	$80,000.00	$80,000.00	$960.00	$0.00	$0.00	$0.00	$0.00	$80,960.00
G003	113	CRIMINAL INVESTIGATOR I	$53,000.00	$0.00	$53,000.00	0	$0.00	$0.00	$53,000.00	$53,000.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$54,020.00
G004	113	CRIMINAL INVESTIGATOR II	$50,000.00	$0.00	$50,000.00	0	$0.00	$0.00	$50,000.00	$50,000.00	$545.45	$0.00	$0.00	$0.00	$0.00	$50,545.45
G006	113	CRIMINAL INVESTIGATOR II	$50,000.00	$0.00	$50,000.00	0	$0.00	$0.00	$50,000.00	$50,000.00	$315.79	$0.00	$0.00	$0.00	$0.00	$50,315.79
G008	113	ASSISTANT COMMANDER	$50,000.00	$0.00	$50,000.00	0	$0.00	$16,000.00	$66,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G009	113	ACCOUNTANT III	$45,200.00	$0.00	$45,200.00	0	$0.00	$9,800.00	$55,000.00	$53,885.00	$960.00	$0.00	$0.00	$0.00	$0.00	$54,845.00
G010	113	INTELLIGENCE RESEARCH SPECIALIST	$37,000.00	$0.00	$37,000.00	0	$0.00	($1,115.00)	$35,885.00	$34,917.00	$360.00	$0.00	$0.00	$0.00	$0.00	$35,277.00
G011	113	ADMINISTRATIVE ASSISTANT IV	$42,000.00	$0.00	$42,000.00	0	$0.00	$0.00	$42,000.00	$42,000.00	$900.00	$0.00	$0.00	$0.00	$0.00	$42,900.00
G013	113	CRIMINAL INVESTIGATOR II	$50,000.00	$0.00	$50,000.00	0	$0.00	$0.00	$50,000.00	$50,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$50,000.00
G014	113	CRIMINAL INVESTIGATOR III	$50,000.00	$0.00	$50,000.00	0	$0.00	$5,800.00	$55,800.00	$55,800.00	$0.00	$0.00	$0.00	$0.00	$0.00	$55,800.00
		TOTAL	**$487,200.00**	**$0.00**	**$487,200.00**		**$0.00**	**$50,485.00**	**$537,685.00**	**$469,602.00**	**$5,061.24**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$474,663.24**

ACCEPTANCE OF THE FY 2014 HIDTA TASK FORCE GRANT IS PENDING CC APPROVAL.

Zimbra **rosalinda.cantu@co.hidalgo.tx.us**

RE: AI 43677

From : Nelda Olivarez <nolivarez@hidtataskforce.us> Thu, Mar 20, 2014 03:02 PM

Subject : RE: AI 43677

To : Rosalinda Cantu <rosalinda.cantu@co.hidalgo.tx.us>

Good afternoon,

The grant application and budget detail are prepared and submitted at the beginning of the previous year and the grant agreement is a reflection of what was submitted.

The recipient acceptance and signature is required before grant reprogramming or reclassification of funds (which requires ONDCP approval) can be submitted.

Thanks

From: Rosalinda Cantu [mailto:rosalinda.cantu@co.hidalgo.tx.us]
Sent: Thursday, March 20, 2014 1:44 PM
To: Nelda Olivarez
Cc: Damaris SanMiguel; Obdett Calzada
Subject: AI 43677

Good morning Nelda,

I am in review of agenda item no. 43677. I noticed that the FY 14 HIDTA Task Force grant award amount will not be sufficient to cover one (1) full year's worth of salaries and fringes benefits (at 2014 rates). In addition, it is projected that various fringe benefits will increase in calendar year 2015 which will more than likely increase the shortage. How do you anticipate that the deficit will be covered?

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

DATE: March 19, 2014

DEPARTMENT HEAD: Rene Guerra,Criminal District Attorney

DEPARTMENT NAME: HIDTA Task Force

ACCOUNT NUMBER: Expenditure - 1291-412-00-270-003-4-xxx (**2014 HIDTA Grant**)

SUBJECT: Budget Amendments (Increases) in Accordance with V.A.C.S., Articles 689a-11,1666a and 1666b

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with V.A.C.S., Pursuant to Article 689a-11, 1666a, 1666b:

INCREASE OBJECT NUMBER(S)		ACCOUNT (OBJECT) NAME		INCREASE (DECREASE)
4-1291-412-00-270-003-4-	113	Full - time Employees	$	529,367.00
4-1291-412-00-270-003-4-	115	Longevity pay		5,492.00
4-1291-412-00-270-003-4-	211	Health Insurance		46,076.00
4-1291-412-00-270-003-4-	212	Life Insurance		262.00
4-1291-412-00-270-003-4-	220	FICA		40,497.00
4-1291-412-00-270-003-4-	230	Retirement		55,584.00
4-1291-412-00-270-003-4-	250	Unemployment Compensation		2,647.00
4-1291-412-00-270-003-4-	260	Workers' Compensation		5,780.00
		TOTAL APPROPRIATIONS	**$**	**685,705.00**
4-1291-331-10-270-003-4-	000	**HIDTA TASK FORCE FY14 REVENUES**	**$**	**685,705.00**

There are no areas in my current budget to reduce in order to fund the above mentioned item(s).

APPROVED BY COMMISSIONER'S COURT

___/___/___ DATE

DEPARTMENT HEAD SIGNATURE

ATTEST BY COUNTY CLERK

AI-43562 **Budget and Management 21. A.**

CC REGULAR

Meeting Date: 03/25/2014

Submitted For: Precinct No.1 **Submitted By:** Rolando Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Precinct No.1 TxDOT Agreements:

1. Discussion, consideration, acceptance and approval of Advance Funding Agreement between Hidalgo County and Texas Department of Transportation for Off-System Bridge Replacement project at 11th Street, 0.70 miles East of FM 493 at Drainage Ditch. (CSJ: 0921-02-304) with authority for County Judge to sign all appropriate documentation.

2. Approval to issue check payable to Texas Department of Transportation in the amount of $701.00 for local participation of preliminary engineering costs and with County Treasurer to issue check after review and processing procedures are completed by the County Auditor.

3. Approval of 2014 interfund transfer from CO's 2006 (1336) to TxDOT (1315) in the total amount of $5,844.00 for 11th Street Bridge Replacement project (CSJ:0921-02-304).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 14 **ACCT. #:** 4-1315-431-00-121-109-0-732

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

BUDGETARY IMPACT:

Local Participation is $5,844.00 for preliminary engineering, construction, and construction engineering and contingencies.

Funding via interfund transfer from CO's 2006(1336).

Attachments

AFA 11st Bridge Replacement

Interfund

Form Review

Inbox	Reviewed By	Date
Roland Garcia (Originator)	Rolando Garcia	03/21/2014 01:16 PM
Budget & Management	Debbie Tamez	03/21/2014 01:45 PM
Manuel Chapa	Manuel Chapa	03/21/2014 03:50 PM
Purchasing Department	Monica Badillo	03/21/2014 04:46 PM

Form Started By: Rolando Garcia Started On: 03/12/2014 03:43 PM

Final Approval Date: 03/21/2014

Texas Department of Transportation
PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

January 30, 2014

RECEIVED
FEB 03 2014
COUNTY JUDGE

Honorable Ramon Garcia
County Judge, Hidalgo County
PO Box 1356
Edinburg, TX 78520

RE: Advance Funding Agreement for Off-System Replacement Project
11th Street, 0.70 miles East of FM 493 at Drainage Ditch
CSJ: 0921-02-304

Dear Judge Garcia:

As you are aware, the subject bridge project was selected in the 2013 Unified Transportation Program (UTP) under Category 6 – Off-System Structures Replacement and Rehabilitation Projects. In order to move forward, an Advance Funding Agreement (AFA) must be executed between Hidalgo County and TxDOT. Attached for your review and signature are two originals of the Advance Funding Agreement.

The AFA reflects the approved Economically Disadvantaged County Program (EDCP) adjustment to the required local participation for this project. As detailed in the AFA, the County will be responsible for 1.1% of the preliminary engineering, construction and construction engineering and contingencies, as well as 100% of all other costs not eligible for State or Federal participation. Based on a total project estimate of $531,250.00, the County will be responsible for approximately $5,844.00. Of this amount, $701.00 will need to be paid up front prior to performance of any work by the State. The remaining balance of $5,143.00 will not be due until 45 days prior to the letting of this project, which is currently scheduled for February 2016.

If the County is interested in pursuing the development of this project, please sign and return both originals along with the County's resolution authorizing the AFA and a check for $701.00, to the attention of Mr. Homero Bazan, Jr., our Director of Transportation Planning and Development, to 600 West Expressway 83, Pharr, Texas 78577 for further processing. Please contact Mr. Bazan or me at 702-6100 if you have any questions regarding this submission.

Sincerely,

Toribio Garza, Jr., P.E.
Pharr District Engineer

Attachments

cc: Pedro R. Alvarez, P.E., Deputy District Engineer
Homero Bazan, Jr., P.E., Director of Transportation Planning and Development
Griselda Saldivar, P.E., Project Manager
Project File

CSJ # **0921-02-304**
District # **21- Pharr**
Code Chart 64 # **50109**
Project: **BR – 11th Street @ Drainage Ditch**
Structure # **21-109-0-AA03-48-002**
Federal Highway Administration
CFDA # **20.205**
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For Bridge Replacement or Rehabilitation
Off the State System

THIS Advance Funding Agreement (the Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State", and the **Hidalgo County**, acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, Title 23 United States Code Section 144 authorizes federal funds to assist the states in the replacement or rehabilitation of deficient bridges located on public highways, roads, and streets, including those under the jurisdiction of local governments; and

WHEREAS, the Texas Transportation Code Sections 201.103 and 222.052 establish that the State shall plan and make policies for the construction of a comprehensive system of state highways and public roads in cooperation with local governments; and

WHEREAS, the Local Government owns one or more bridges on a public road or street located on **11th Street, 0.70 miles East of FM 493 at Drainage Ditch**, and these bridges are included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) as authorized by Texas Transportation Commission Minute Order Number 113675, dated August 29, 2013; and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance, which is attached to and made a part of this agreement as Attachment A for the development of the specific programmed replacement or rehabilitation project, called the "Project". The Project is identified in the location map shown as Attachment B, which is attached to and made a part of this agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth, it is agreed as follows:

CSJ # **0921-02-304**
District # **21- Pharr**
Code Chart 64 # **50109**
Project: **BR – 11th Street @ Drainage Ditch**
Structure # **21-109-0-AA03-48-002**
Federal Highway Administration
CFDA # **20.205**
Not Research and Development

AGREEMENT

1. **Period of this Agreement**
   This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.

2. **Termination of this Agreement**
   This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:
   - **A.** The Agreement is terminated in writing with the mutual consent of the parties;
   - **B.** The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
   - **C.** The Local Government elects not to develop the project and the project does not proceed, in which case the Local Government agrees to reimburse the State for one-hundred percent (100%) of its reasonable actual direct and indirect costs incurred for the project; or
   - **D.** The project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may at its discretion terminate the agreement.

3. **Amendments**
   Amendments to this Agreement may be made due to changes in the character of the work, the terms of the Agreement, or the responsibilities of the parties. Amendments shall be enacted through a mutually agreed upon written amendment executed by all parties to this Agreement.

4. **Remedies**
   This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

5. **Scope of Work**
   The scope of work for this Agreement is the replacement or rehabilitation of the bridges identified in the recitals of this Agreement. This replacement or rehabilitation shall be accomplished in the manner described in the plans, specifications, and

estimates developed in accordance with this Agreement and which are incorporated in this agreement by reference.

6. **Right of Way and Real Property**
   - **A.** The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way.
   - **B.** The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the sites of these bridges and adjacent right of way or relocation right of way to perform surveys, inspections, construction, and other activities necessary to replace or rehabilitate these bridges and approaches.

7. **Adjustment of Utilities**
   The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. **Environmental Assessment and Mitigation**
   Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.
   - **A.** The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
   - **B.** Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment D, Estimate of Direct Costs.
   - **C.** The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment.

D. The State will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

9. Compliance with Texas Accessibility Standards and ADA

All parties to this Agreement shall ensure that the plans for and the construction of the Project subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

The State is responsible for performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by state and federal law. The Local Government review shall not unduly delay the development of the Project.

11. Construction Responsibilities

A. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

B. Upon completion of the Project, the State will issue a "Notification of Completion" acknowledging the Project's construction completion.

12. Project Maintenance

After the Project has been completed, the Local Government shall accept full ownership, and operate and maintain the facilities authorized by this Agreement for the benefit of and at no charge of toll to the public. This covenant shall survive the completion of construction under this Agreement.

13. Local Project Sources and Uses of Funds

A. A Project Cost Estimate is provided in Attachment D, Estimate of Direct Costs.

B. Attachment D provides a source of funds estimate as well as the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.

C. The required Local Government participation is based solely upon the State's estimate of the eligible work at the time this Agreement is executed and will not be adjusted during construction except as needed to include any Project cost item or portion of a cost item ineligible for state or federal participation. In addition to its share of estimated direct engineering and construction costs, the Local Government is responsible for the direct cost of any project cost item or portion of a cost item that is not eligible for federal participation under the federal HBRRP. The Local Government is also responsible for any cost resulting from changes made at the request of the Local Government. The State and the Federal Government will not reimburse the Local Government for any work performed before federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information.

D. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

E. After execution of this Agreement, but thirty (30) days prior to the performance of any work by the State, the Local Government shall remit to the State the amount specified in Attachment D for the Local Government's contribution for preliminary engineering. The Local Government will pay, at a minimum, its funding share for this estimated cost of preliminary engineering.

F. Forty-five (45) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's

estimated construction oversight and construction costs and any other costs owed.

G. If, at the completion or termination of the Project, the State determines that additional funding is required by the Local Government, the State shall notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.

H. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to the State Project.

I. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

J. The State will not pay interest on any funds provided by the Local Government.

K. The Local Government funding participation responsibilities include Project direct costs only, except when the Project is terminated before completion at the request of the Local Government as addressed in the Termination provision of this Agreement.

L. The amounts shown on Attachment D are estimates only. If actual costs exceed the estimates, this shall be considered a fixed price agreement, and no additional funding shall be required of the Local Government except to the extent that the additional costs result from changes made at the request of the Local Government or to the extent that the additional costs are not eligible for federal participation under the federal HBRRP. If actual costs are less than the estimates, Local Government participation shall be recalculated based on actual costs. If the recalculation results in a reduction in participation by the Local Government, the State shall pay the difference to the Local Government upon completion of the Project.

M. Under the provisions of Texas Transportation Code Section 222.053 certain counties qualify as Economically Disadvantaged Counties (EDC) in comparison to other counties in the state as below average per capita property value, below average per capita income, and above average unemployment, for certain years. If applicable, in consideration of such EDC status that may be applicable for the Project, the required local match fund participation has been adjusted to **one and one-tenth percent (1.1%).**

N. The State will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this Agreement.

O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

14. Performance by Local Government of Equivalent-Match Projects (EMP) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWP)

A. Applicability. If a request for waiver has been received and approved by the State's District Engineer, then the required ten percent matching fund participation or percent as adjusted for EDC consideration, as shown in Attachment D, Estimate of Direct Costs, but excluding ineligible costs under the bridge program, is waived. This waiver is based on the commitment of the Local Government to spend an equivalent amount of funds for structural or safety improvement on "other" bridge structures and other conditions as specified in 43 TAC Section 15.55(d). If a waiver has been granted, the Project shall be defined to be a PWP and the work on the "other" bridge structures that will be improved by the Local Government shall be defined to be the EMPs. Attachment C to this Agreement shows a list of EMPs under this Agreement.

B. Project Cost Estimate for PWP. Attachment D to this Agreement shows the estimated direct preliminary engineering, construction engineering, and construction costs for the PWP in total and local match fund participation being waived or partially waived.

C. Credit Against EMP Work. Any local match fund participation that has already been paid, or which the Local Government is agreeable to paying to the State, will be credited against EMP work to be performed by the Local Government. If applicable, this credit will be reflected in Attachment D to this Agreement.

D. Responsibilities of the Local Government on EMPs.
   1. The Local Government shall be responsible for all engineering and construction, related costs, and compliance with all applicable state and federal environmental regulations and permitting requirements.
   2. The structural or safety improvement work on the EMPs shall be performed subsequent to the final execution of this Agreement but within three (3) calendar years after the earliest contract award of the related PWPs.
   3. Written documentation, suitable for audit, of the structural or safety improvement work completed on the EMPs shall be kept on file by the Local Government for four (4) years after completion of work or claims, lawsuits, or audits related to those items, whichever is longer. A notice of completion of work on the EMPs shall be delivered to the State's District Engineer no later than thirty (30) calendar days after work is completed on the EMPs.
   4. Failure by the Local Government to adequately complete the EMPs within the stated three-year period shall result in the Local Government being excluded from receiving such waivers for a minimum of five (5) years.

E. Funding of Ineligible or Additional Work Not Waived. Regardless of any waiver of eligible program costs, the Local Government shall pay the State one-hundred percent (100%) of the cost of any PWP item or portion of a cost item that is not eligible for federal or state participation, and one-hundred percent (100%) of the costs resulting from additional work on the PWP performed solely at the request of the Local Government. If the ineligible or additional work is preliminary engineering, the payment shall be made at least thirty (30) days prior to the beginning of preliminary engineering work on the PWP. If the ineligible or additional work is for construction or construction engineering, the payment shall be made at least forty-five (45) days prior to the date set for receipt of bids for construction of the PWP.

15. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

State: Director, Bridge Division
Texas Department of Transportation
125 E. 11th Street
Austin, Texas 78701

Local Government: County Judge
Hidalgo County
PO Box 1356
Edinburg, Texas 78540

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

16. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

17. Responsibilities of the Parties

The parties to this Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

18. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

19. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

20. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this Agreement.

21. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

22. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

23. Inspection of Books and Records

The parties to the Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA) and the U.S. Office of the Inspector General, or their duly authorized representatives, for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, the FHWA, and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

24. Civil Rights Compliance

The parties to this Agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment

Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

25. **Disadvantaged Business Enterprise (DBE) Program Requirements**
   - **A.** The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
   - **B.** The Local Government shall adopt, in its totality, the State's federally approved DBE program.
   - **C.** The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
   - **D.** The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
   - **E.** The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
   - **F.** Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure*

by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

26. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

27. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

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

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all

sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

28. Federal Funding Accountability and Transparency Act Requirements

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State, a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than $25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: https://www.sam.gov/portal/public/SAM/;
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five (5) executives to the State if:
   i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and
   ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

29. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement.

30. Local Government Restrictions

In the case that the Local Government has an existing, future, or proposed local ordinance, commissioners court order, rule, policy, or other directive that is more restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible for all increased costs associated with the ordinance, order, policy, directive, or change.

31. Single Audit Report

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

B. If threshold expenditures of $500,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at http://www.txdot.gov/inside-txdot/office/audit/contact.html.

C. If expenditures are less than $500,000 during the Sub-recipient's fiscal year, the Sub-recipient must submit a statement to TxDOT's Audit Office as follows: "We did not meet the $500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

CSJ # **0921-02-304**
District # **21- Pharr**
Code Chart 64 # **50109**
Project: **BR – 11th Street @ Drainage Ditch**
Structure # **21-109-0-AA03-48-002**
Federal Highway Administration
CFDA # **20.205**
Not Research and Development

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

_____
Signature

_____
Typed or Printed Name

_____
Title

_____
Date

THE STATE OF TEXAS

_____
Gregg A. Freeby, P.E.
Director, Bridge Division
Texas Department of Transportation

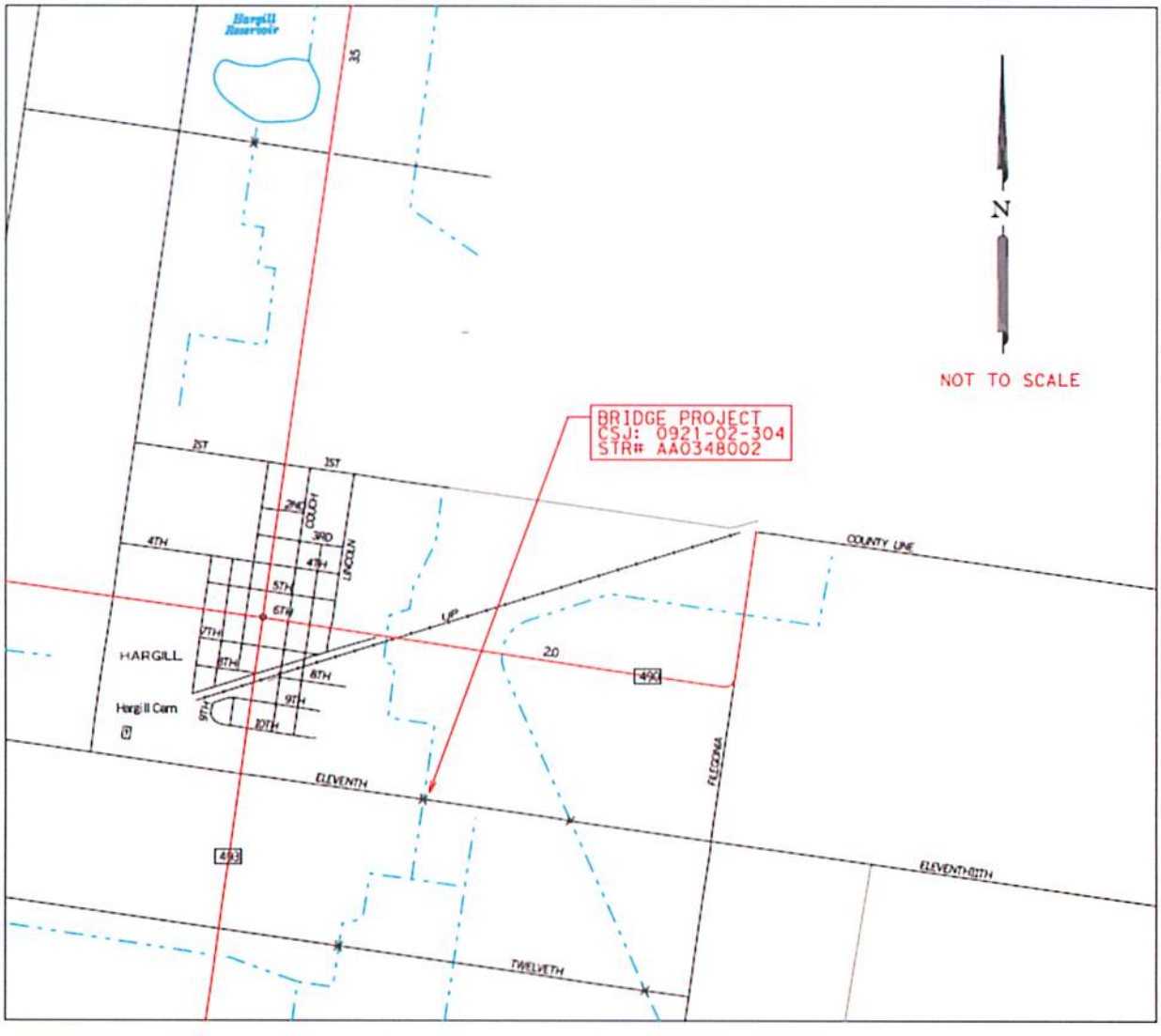
_____
Date

CSJ # **0921-02-304**
District # **21- Pharr**
Code Chart 64 # **50109**
Project: **BR – 11th Street @ Drainage Ditch**
Structure # **21-109-0-AA03-48-002**
Federal Highway Administration
CFDA # **20.205**
Not Research and Development

ATTACHMENT A
RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT

CSJ # **0921-02-304**
District # **21- Pharr**
Code Chart 64 # **50109**
Project: **BR – 11th Street @ Drainage Ditch**
Structure # **21-109-0-AA03-48-002**
Federal Highway Administration
CFDA # **20.205**
Not Research and Development

ATTACHMENT B
PROJECT LOCATION MAP



CSJ # **0921-02-304**
District # **21- Pharr**
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Structure # **21-109-0-AA03-48-002**
Federal Highway Administration
CFDA # **20.205**
Not Research and Development

ATTACHMENT C **
LIST OF DISTRICT ENGINEER APPROVED EQUIVALENT-MATCH PROJECTS

Location (and structure identification number, if applicable)	On School Bus Route? (Yes/No)	Historic Bridge? (Yes/No)	Description of Structural or Safety Improvement Work	Estimated Cost
Total				
EMP work credited to this PWP*				
Balance of EMP work available to associated PWPs				

Associated PWPs CSJs	Amount to be Credited to Associated PWPs

*This total should typically equal the "Balance of Local Government Participation" that is waived as shown in Attachment D.

**This attachment not applicable for non-PWPs.

CSJ # **0921-02-304**
District # **21- Pharr**
Code Chart 64 # **50109**
Project: **BR – 11th Street @ Drainage Ditch**
Structure # **21-109-0-AA03-48-002**
Federal Highway Administration
CFDA # **20.205**
Not Research and Development

ATTACHMENT D
ESTIMATE OF DIRECT COSTS

	Estimated Cost	Local Government Participation
Preliminary Engineering (PE)	(1)$ 63,750	
Ten Percent (10%) or EDC Adjusted Percent of PE for Local Government Participation (1.1%)		(3) $ **701**
Construction	$ 425,000	
Engineering and Contingency (E&C)	$ 42,500	
The Sum of Construction and E&C	(2) 467,500	
Ten Percent (10%) or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation		(4) $ **5,143**
Amount of Advance Funds Paid by Local Government *		(5) $ 0
Amount of Advance Funds to be Paid by Local Government *		**(6) $ 5,844**
Balance of Local Government Participation which is to be Waived where the Project is a PWP		(3+4-5-6)
Total Project Direct Cost	(1+2) $ 531,250	

*Credited Against Local Government Participation Amount

If this Project is to be a PWP, Amount of EMP Work Being Credited to this PWP as Shown on Attachment C. _____

DATE: March 21, 2014

DEPARTMENT HEAD: Sergio Cruz

2014

DEPARTMENT NAME: Department of Budget & Management for:
Precinct No.1 - TxDOT 11st St Bridge Replacement

AI-43562

ACCOUNT NUMBER: 4-1315-431-00-121-XXX-0-732

CONTACT PERSON: Rolando Garcia Jr. **PHONE:** 292-7025 ext. 5413

SUBJECT: **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) 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 (increases) to my departmental budget in accordance with Local Government Code, Chapter 111 Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
4-1336-431-00-121-049-0-841	CO2006-PCT1 FM493(M10N-SH107)-AID GOVT	(5,844.00)
4-1336-491-01-000-315-0-891	TRANSFERS OUT-TXDOT PROJECTS	5,844.00
TO		
4-1315-391-01-000-336-0-000	TRANSFERS IN-CERT OF OBLIG, 2006	5,844.00
4-1315-431-00-121-109-0-732	TXDOT- BR-11ST STREET@DRNG DITCH-BRIDGES	5,844.00
	TOTAL BUDGET INCREASE (DECREASE)	-

REASON: Transfer to cover Local Participation costs for AFA - 11th ST Bridge Replacement project (CSJ:0921-02-304) in Precinct No

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUNTY CLERK**

AI-43545 **Budget and Management 21. B. 1.**

CC REGULAR

Meeting Date: 03/25/2014

Submitted For: Sheriff's Department **Submitted By:** Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Jail Landmark (1100):
A. Approval to undesignate the amount of $5,125,171.98 in the year 2014 for expenditures related to repairs and maintenance of the County Jail in connection with the Landmark case settlement agreement, case#C-3123-03-I.
B. Approval of 2014 appropriation of funds in the amount of $4,921,353.88 to fund related expenditures.

BACKGROUND

On 12/20/13 CC approved the designation of $5,125,171.98 (AI-42094); however, additional expenditures were processed that reduced the available amounts related to the Jail Landmark accounts. Therefore, undesignation is greater than the appropriation due to the unanticipated expenditures processed in 2013.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-423-21-280-087-0-XXX

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

BUDGETARY IMPACT:

2014 appropriation of funds in the amount of $4,921,353.88 to fund Jail repairs.

Funding will be unreserved from account#4-1100-257-00-000-002-0-000 (Assigned F/B - Jail Repairs). Available as of 3/21/14.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Merlen P. Munoz (Originator)	Merlen P. Munoz	03/12/2014 09:44 AM
Budget & Management	Debbie Tamez	03/12/2014 10:28 AM
Obdett Calzada	Obdett Calzada	03/21/2014 08:58 AM
Purchasing Department	Monica Badillo	03/21/2014 04:46 PM

Form Started By: Merlen P. Munoz Started On: 03/11/2014 03:49 PM

Final Approval Date: 03/21/2014

DATE: March 12, 2014

2014
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **Jail Landmark**

ACCOUNT NUMBER: 4-1100-423-21-280-087-0-XXX

Contact Person: Merlen Munoz Ph#: (956) 292-7025 ext. 5403

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
4-1100-423-21-280-087-0-	311	Jail Landmark	Mgmt Consulting Services	263,100.00
4-1100-423-21-280-087-0-	334	Jail Landmark	Arch & Eng. Services	59,235.61
4-1100-423-21-280-087-0-	339	Jail Landmark	Other Professional Services	98,910.07
4-1100-423-21-280-087-0-	431	Jail Landmark	Bldg. & Other Structures R&M Srv	2,120,211.50
4-1100-423-21-280-087-0-	671	Jail Landmark	Bldg. & Other Structures R&M Supp	2,379,896.70
			TOTAL BUDGET INCREASE (DECREASE)	**4,921,353.88**

REASON: To appropriate funding in the amount of $4,921,353.88 to fund program budget.

Note: Monies are to be undesignated from acct#4-1100-257-00-000-002-0-000 Fund Balance - Jail Repairs

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-43556 **Budget and Management 21. B. 2.**

CC REGULAR

Meeting Date: 03/25/2014

Submitted For: Co. Clerk's Office **Submitted By:** Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Co. Clerk's Record Mgmt (1237):
Approval of 2014 appropriation of funds in the amount of $4,800.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1237-415-40-180-003-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 3/12/14.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/13/2014 01:13 PM
Glinda Pacheco	Glinda Pacheco	03/14/2014 10:56 AM
Purchasing Department	Monica Badillo	03/21/2014 04:46 PM

Form Started By: Merlen P. Munoz Started On: 03/12/2014 12:37 PM

Final Approval Date: 03/21/2014

DATE: March 12, 2014

2014
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **Co. Clerk's Record Mgmt**

ACCOUNT NUMBER: 4-1237-415-40-180-003-0-XXX

Contact Person: Merlen Munoz Ph#: (956) 292-7025 ext. 5403

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
4-1237-415-40-180-003-0- 665	Co. Clerk Record Mgmt	Minor Computer Equipment	2,000.00
4-1237-415-40-180-003-0- 601	Co. Clerk Record Mgmt	Office & Computer Supplies	2,800.00
		TOTAL BUDGET INCREASE (DECREASE)	**4,800.00**

REASON: To appropriate funding to purchase computer equipment

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-43555 **Budget and Management 21. B. 3.**

CC REGULAR

Meeting Date: 03/25/2014

Submitted For: Co. Clerk's Office **Submitted By:** Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

County Clerk's Record Archive (1100):
Approval of 2014 appropriation of funds in the amount of $2,700.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-415-40-180-002-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 3/12/14.

Note: Monies are to be unreserved from acct#4-1100-255-02-000-004-0-000 Fund Balance - Restricted For CC Rec Archv

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/13/2014 01:11 PM
Glinda Pacheco	Glinda Pacheco	03/14/2014 10:11 AM
Purchasing Department	Monica Badillo	03/21/2014 04:46 PM

Form Started By: Merlen P. Munoz Started On: 03/12/2014 12:33 PM

Final Approval Date: 03/21/2014

DATE: March 12, 2014

2014
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **Co. Clerk's Record Archive**

ACCOUNT NUMBER: 4-1100-415-40-180-002-0-XXX

Contact Person: Merlen Munoz Ph#: (956) 292-7025 ext. 5403

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
4-1100-415-40-180-002-0- 619	Co. Clerk Record Archive	Other Misc. Supplies	2,500.00
4-1100-415-40-180-002-0- 613	Co. Clerk Record Archive	Safety Supplies	200.00
		TOTAL BUDGET INCREASE (DECREASE)	**2,700.00**

REASON: To appropriate funding for anticipated expenditures.

Note: Monies are to be unreserved from acct#4-1100-255-02-000-004-0-000 Fund Balance - Restricted For CC Rec Archv

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-43733 **Purchasing Department 22. A. 1.**

CC REGULAR

Meeting Date: 03/25/2014

Submitted For: Martha L. Salazar, HC-PA **Submitted By:** Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval of Construction Change Directive #4 (as drafted/submitted through project architect, Alcocer/Garcia & reviewed/concurred by construction manager, Prodigy) to change all interior hollow metal frames to frameworks frames in an amount not to exceed $3,575.00 (without impact on quality or function) so as to give general contractor, D. Wilson Construction the notice to proceed to order.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1342-419-40-220-043-0-452

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

BUDGETARY IMPACT:

Funds available through PO# 698457, NO CHANGE IN CONTRACT SUM.

Attachments

C.D. Backup

1

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/21/2014 03:34 PM
Budget & Management	Debbie Tamez	03/21/2014 03:35 PM
Glinda Pacheco	Glinda Pacheco	03/21/2014 04:02 PM
Auditor's Office	Monica Badillo	03/21/2014 04:46 PM

Form Started By: Rocio Villarreal Started On: 03/21/2014 01:42 PM

Final Approval Date: 03/21/2014

H & H DOORS & HARDWARE, LTD.

P.O. BOX 3542 VICTORIA, TX 77903-3542

TELEPHONE: 361-578-3664 FACSIMILE: 361-578-0016

PROPOSED CHANGE ORDER # 7

oh

TO: D. Wilson Construction
DATE: 03/20/14
ATTN: Manuel Ornelas
FAX: 956-686-3270
ADDRESS:
JOB NAME: Hidalgo Co. Former Admin. Building Renov. 1st & 2nd Floor
PHONE: 956-686-9573
JOB #: 13002

Per your request, this proposes a change to our purchase order # 12-561-001 dated 12/14/12, for hollow metal, wood frames and doors, per your request, to:

CHANGE ALL INTERIOR HOLLOW METAL FRAMES TO FRAMEWORKS FRAMES

NOTE: - Your order will be on hold pending approval of this change order.

H & H Doors & Hardware LTD will increase your order by **$3,575.00** plus tax.
F.O.B. Jobsite. Payable at H & H Doors & Hardware LTD, Victoria County, Victoria, Texas.

This document serves as a "proposed change order" acknowledging the products to be supplied and the price to be added to the original purchase order. All work covered by this change shall be performed under the same terms and conditions as in the original purchase order and to match previous material and manufacturers, if applicable. This quote is subject to change if we are not notified to proceed by your signature below, or if directed not to proceed, this quote is invalid. **If authorized to proceed, we must have either a "Change Order" for these changes and a change order number, or a new purchase order for this work to be done under.**

OWNER: HID. COUNTY

THIS CHANGE ORDER	$ 3,575.00
SALES TAX	EXEMPT
TOTAL	$ 3,575.00

AUTHORIZED TO PROCEED WITH CHANGES:
CHANGE ORDER TO FOLLOW, #_____
NEW PURCHASE ORDER #_____ mlo

Edmundo Nieto

3/21/2014
Date

CHANGES PROPOSED BY:
HEATH SPENCE, SALES

Heath Spence

3/20/2014
Date

AIA® Document G714™ – 2007

Construction Change Directive

PROJECT: *(Name and address)*
Hidalgo County Remodel Old Admin Bldg
100 E Cano
Edinburg, Texas 78539

TO CONTRACTOR: *(Name and address)*
D Wilson Construction
P.O. Box 3455
McAllen, Texas 78502

DIRECTIVE NUMBER: 004

DATE: March 24, 2014

CONTRACT FOR:
General Construction

CONTRACT DATED: October 23, 2012

ARCHITECT'S PROJECT NUMBER:

OWNER ☒
ARCHITECT ☒
CONSULTANT ☒
CONTRACTOR ☒
FIELD ☐
OTHER ☐

You are hereby directed to make the following change(s) in this Contract:
(Describe briefly any proposed changes or list any attached information in the alternative.)

Provide / Install Aluminum Door Frames in Lieu of Hollow Metal Door Frames.
Cost Not To Exceed $3,575.00

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price:

- ☐ Lump Sum of $
- ☐ Unit Price of $ per
- ☐ As provided in Section 7.3.3 of AIA Document A201™–2007
- ☒ As follows:

  Reduction in Betterment Allowance in the Amount of $3,575.00

2. The Contract Time is proposed to . The proposed adjustment, if any, is
Zero (0) days.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

Alcocer Garcia Associates, Inc.	County of Hidalgo	D. Wilson Construction Company
ARCHITECT *(Firm name)*	OWNER *(Firm name)*	CONTRACTOR *(Firm name)*
1333 E Jasmine McAllen, Texas 78501	2802 S Business Highway 281 Edinburg, Texas 78539	P.O. Box 3455 McAllen, Texas 78502
ADDRESS	ADDRESS	ADDRESS
BY *(Signature)*	BY *(Signature)*	BY *(Signature)*
George A Garcia, Architect	Ramon Garcia, County Judge	Bill Wilson
(Typed name)	*(Typed name)*	*(Typed name)*
DATE	DATE	DATE

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AI-43735 **Purchasing Department 22. A. 2.**

CC REGULAR

Meeting Date: 03/25/2014

Submitted For: Hidalgo County Comm. Court **Submitted By:** Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise/publish a Request for Proposals with Qualifications for: Compliance Testing of Hidalgo County's Elections Machines (hardware/software) in accordance with applicable Standards approved by the State of Texas and/or Federal Government for such Electronic Voting Machine Systems with possible Forensic Analysis of the 2014 March Primary Election with the drafting of the scopes of work/requirements/qualifications and all other pertinent information to be in cooperation with applicable parties identified by HCCC.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Purchasing would be funding the advertising expenses. At the point of engagement, funding would need to be identified.

Attachments

ORDER DOCUMENT

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/21/2014 03:38 PM
Budget & Management	Debbie Tamez	03/21/2014 03:39 PM
Auditor's Office	Monica Badillo	03/21/2014 04:46 PM

Form Started By: Marty Salazar Started On: 03/21/2014 02:28 PM

Final Approval Date: 03/21/2014

Electronically Filed
3/19/2014 4:41:03 PM
Hidalgo County District Clerks
Reviewed By: Adriana Garcia

CAUSE NUMBER: C-2020-14-I

IN RE:	§	**IN THE DISTRICT COURT**
IMPOUNDMENT OF ALL	§	
ELECTION MATERIALS IN	§	
CONNECTION WITH THE	§	**398TH JUDICIAL DISTRICT**
HIDALGO COUNTY, TEXAS	§	
DEMOCRATIC PRIMARY	§	
MARCH 4, 2014, ELECTION	§	**HIDALGO COUNTY, TEXAS**

O R D E R

On this day came to be heard the State of Texas, by and through the Hidalgo County District Attorney Application for Impoundment of Election Material and the Court is of the opinion that said application should be granted.

IT IS THEREFORE ORDERED that all election materials, records and equipment pertaining to the February 18-28, 2014, and March 4, 2014, Democratic Primary Election in Hidalgo County, Texas, be impounded immediately and placed for safekeeping under the direction of Yvonne Ramon, the Hidalgo County Elections Administrator.

All elections records, materials and equipment, including the following items are to be impounded:

1. All Democratic voting terminals from all **early voting polling** sites/locations, including mobile units.
2. All Democratic voting terminals from all **election day voting polling** sites/locations.
3. Bags containing all Democratic PEBs (personal electronic ballots), to include the master PEB and activator PEB, CF's (compact flashcards), to include master CF's, and keys.
4. A list identifying the serial number for each Democratic CF and the terminal to which it was assigned and the respective polling site/location for each terminal.
5. The stand alone computers as follows: a.) The computer identified with Hidalgo County Asset Identification Number 44309, and b.) The computer identified with Hidalgo County Asset Identification Number 44307; said computers code elections and enter election results.

Electronically Filed
3/19/2014 4:41:03 PM
Hidalgo County District Clerks
Reviewed By: Adriana Garcia

6. All Democratic Tapes containing voting data (to include 0 tapes).
7. All Democratic Unused ballots.
8. The PEB reader and any other terminal or auxiliary equipment used in conjunction with said Democratic election.
9. All documents and records related to the coding, counting, verification, logic and accuracy of Democratic electronic voting machines and equipment used in said election, (commonly known as logic and accuracy records).
10. All Democratic Ballot boxes with locks and keys.
11. All Democratic Combination Forms for early vote and election date vote.
12. All Containers with the Democratic envelopes, Democratic provisional ballots, Democratic mail ballots and envelopes and all contents therein.
13. All Democratic Applications for mail ballots and list of persons requesting mail ballots.
14. All Democratic Opened Yellow Carrier Envelopes.
15. All Democratic Cancelled Ballot by Mail Forms.
16. All documents and records related to Democratic Assistant Oaths.
17. Documents and records of Democratic elections judges, assistants, and registered poll watchers.

ORDERED AND SIGNED on this 19th day of March, 2014.

JUDGE PRESIDING

AI-43736 **Purchasing Department 22. B. 1.**

CC REGULAR

Meeting Date: 03/25/2014

Submitted For: Comm. Tito Palacios, Pct. #2 **Submitted By:** Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting approval of Authorization No. 1 (Construction Change Directive) to place additional select fill for the building pad in the amount of $28,309.72 (allowance) in connection with the "Hidalgo Co. Pct 2 Equipment Maintenance Facility" from contracted vendor, Holchemont, Ltd., and as recommended by project architect, ERO Architects with authority for County Judge or Court member to execute document;

b. Requesting approval of Change Order No. 1 to add 28 calendar days to complete additional select fill for the building pad, in connection with "Hidalgo Co. Pct 2 Equipment Maintenance Facility" from contracted vendor, Holchemont, Ltd., and as recommended by project architect, ERO Architects with authority for County Judge or Court member to execute document;

c. Pursuant to TXLGC 262.031 and in the interest of expediting a project's progress, requesting authority/approval for the Precinct Commissioner or designee to execute change orders that involve ...'an increase or decrease in cost of $50,000.00 or LESS...'. The original contract price may not be decreased by 18 % or more without the consent of the contractor";

d. Approval of Request for Payment-Application No. 1 in the amount of $120,107.55 from Holchemont, Ltd. awarded contractor for the, "Hidalgo Co. Pct 2 Equipment Maintenance Facility", and as certified for payment by project architect, ERO Architects, C-13-096A-12-20.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1342-431-00-122-053-0-720

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

BUDGETARY IMPACT:

PO 704305

Attachments

Change Directive No. 1

Change Order No. 1

Payment App No. 1

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/21/2014 03:53 PM
Budget & Management	Debbie Tamez	03/21/2014 03:59 PM
Glinda Pacheco	Glinda Pacheco	03/21/2014 04:08 PM

Auditor's Office Monica Badillo 03/21/2014 04:46 PM

Form Started By: Rocio Villarreal Started On: 03/21/2014 03:01 PM

Final Approval Date: 03/21/2014

Contingency Allowance Expenditure Authorization

Project: Hidalgo County Precinct 2
Equipment Maintenance Facility

Authorization No. 01

ERO Project No.: 13012

Date: 03/21/14

To : Holchemont, Ltd.
900 N. Main Street
McAllen, Texas 78501

Attention: Michael Montalvo, Manager

You are authorized to perform the following items(s) of work and to adjust the allowance sum accordingly, as indicated below. This is not a change order and does not increase nor decrease the contract amount.

Description of Work:

CP 001 - Provide and place additional select fill to establish the proper elevation of the building pads. $28,309.72

AEA 01 Will Decrease Architect's Standard Level of Care Allowance $28,309.72

(Additional cost may be incurred for overhead if the construction exceeds the substantial completion date.)

Original Architect's Standard Level of Care Allowance Sum	$35,000.00
Allowance Expenditures Prior to this Authorization	$0.00
Allowance Balance Prior to this Authorization	$35,000.00
Allowance Sum will be decreased by this Authorization	$28,309.72
New Architect's Standard Level of Care Allowance Sum	$6,690.28

This Allowance Expenditure represents adjustments to the Allowance Balance as noted above and described herein.

Accepted and agreed to by:

CONTRACTOR

Signature Date

ERO Architects, L.L.P

Signature 3/21/14 Date

Accepted and agreed to on behalf on the District:

Superintendent

Signature Date

Holchemont, Ltd.
900 N. Main St.
McAllen, TX 78501
Ph : (956) 686-2901

Change Request

To: David Iglesias
ERO International
300 S 8th St.
McAllen, TX 78501
Ph: (956)661-0400 Fax: (956)661-0401

Number: 1
Date: 3/20/14
Job: 1401-EMF-01 Equip Maintenance Facility
Phone:

Description: Additional Select Fill

We are pleased to offer the following specifications and pricing to make the following changes:

Provide and place additional select fill to establish the proper elevation of the building pads.

Maintenance Building:

Approximately 24" of Select Fill or 2103 CY

Alternate 1:

Approximately 22" of Select Fill or 851 CY

Alternate 2

Hidalgo County is to place the proper fill in this area.

Extended General Conditions & Overhead have not been included in this change request at this time.

If project exceeds the original 180 days associated with the Base Contract Holchemont Ltd. is entitled to bill and collect for these additional days and expenses.

The total amount to provide this work is $28,309.72

Please note that Holchemont, Ltd. will require an extra 21 days.

If you have any questions, please contact me at .

Holchemont, Ltd.
900 N. Main St.
McAllen, TX 78501
Ph : (956) 686-2901

Submitted by: P Lo Construction

Approved by: _____

Date: _____

Cc:

Holchemont, Ltd.
900 N. Main St.
McAllen, TX 78501
Ph : (956) 686-2901

Change Request

To: David Iglesias
ERO International
300 S 8th St.
McAllen, TX 78501
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If you have any questions, please contact me at .

Holchemont, Ltd.
900 N. Main St.
McAllen, TX 78501
Ph : (956) 686-2901

Submitted by: P Lo Construction

Approved by: _____

Date: _____

Cc:

AIA® Document G701™ – 2001

Change Order

PROJECT *(Name and address)*:
Hidalgo County Precinct 2 Equipment & Vehicle Maintenance Facility

CHANGE ORDER NUMBER: 001
DATE: March 21, 2014

OWNER: ☒
ARCHITECT: ☒
CONTRACTOR: ☒
FIELD: ☐
OTHER: ☐

TO CONTRACTOR *(Name and address)*:
Holchemont, Ltd.
900 N. Main St.
McAllen, Texas 78501

ARCHITECT'S PROJECT NUMBER: 13012
CONTRACT DATE: December 20, 2013
CONTRACT FOR: General Construction

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
Change Order issued for added Inclement Weather days and extra days required to complete the work as indicated on Change Proposal No. 1:
1.) Inclement Weather Days:
February 12, 13, 24, 26, 27, 2014
March 10 & 11, 2014

2.) Change Proposal No. 1 added 21 calendar days to complete the work associated with the additional select fill.

The original Contract Sum was	$	1,585,000.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	1,585,000.00
The Contract Sum will be unchanged by this Change Order in the amount of	$	0.00
The new Contract Sum including this Change Order will be	$	1,585,000.00

The Contract Time will be increased by Twenty-eight (28) days.
The date of Substantial Completion as of the date of this Change Order therefore is September 8, 2014

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT	CONTRACTOR	OWNER
ERO Architects, LLP	Holchemont, Ltd.	County of Hidalgo - Precinct 2
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
300 S. 8th Street McAllen, Texas 78501	900 N. Main Street McAllen, Texas 78501	1051 N. Doolittle Rd. Edinburg, Texas 78542
ADDRESS	**ADDRESS**	**ADDRESS**
BY *(Signature)*	**BY** *(Signature)*	**BY** *(Signature)*
Octavio Cantu, AIA	Michael Montalvo, Manager	
(Typed name)	*(Typed name)*	*(Typed name)*
March 21, 2014		
DATE	**DATE**	**DATE**

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User Notes:
(858992437)

HOLCHEMONT, LTD.

900 NORTH MAIN ST. MCALLEN, TX 78501-4327

March 21, 2014

ERO Architects, Inc.
Attn: Mr. David Iglesias
300 S. 8th St.
McAllen, TX 78501

RE: Additional Days/Payment Application No. 1

Mr. Iglesias:

Request for additional days are as follows:

Feb. 12 (still wet from previous weather)
Feb. 13 (still wet from previous weather)
Feb. 24 rain
Feb. 26 rain
Feb. 27 (still wet from previous weather)
Mar. 10 rain/wet
Mar. 11 (still wet from previous weather)

Delays associated with weather have set us back approximately seven (7) days.

Please add 7 days to our contract.

Respectfully,

Michael C. Montalvo

Cc: File
County of Hidalgo

Phone: (956) 686-2901 Fax: (956) 686-2925 E-mail: che@holchemont.com

Local Pollen Forecast

> State Warnings for TX

Very High Pollen Level

Monthly Planner for
Pharr, TX (78577)

[English | Metric]

February — Next Month

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1 OBSERVED Hi 80°F Lo 66°F Precip (in) 0in
2 OBSERVED Hi 79°F Lo 47°F Precip (in) 0in	3 OBSERVED Hi 55°F Lo 46°F Precip (in) 0.03in	4 OBSERVED Hi 59°F Lo 45°F Precip (in) 0in	5 OBSERVED Hi 59°F Lo 43°F Precip (in) 0.05in	6 OBSERVED Hi 50°F Lo 34°F Precip (in) 0.02in	7 OBSERVED Hi 39°F Lo 33°F Precip (in) 0in	8 OBSERVED Hi 59°F Lo 39°F Precip (in) 0in
9 OBSERVED Hi 75°F Lo 52°F Precip (in) 0in	10 OBSERVED Hi 82°F Lo 49°F Precip (in) 0.01in	11 OBSERVED Hi 48°F Lo 39°F Precip (in) 0in	12 OBSERVED Hi 62°F Lo 37°F Precip (in) 0in	13 OBSERVED Hi 73°F Lo 38°F Precip (in) 0in	14 OBSERVED Hi 84°F Lo 50°F Precip (in) 0in	15 OBSERVED Hi 80°F Lo 55°F Precip (in) 0in
16 OBSERVED Hi 84°F Lo 63°F Precip (in) 0in	17 OBSERVED Hi 86°F Lo 64°F Precip (in) 0in	18 OBSERVED Hi 85°F Lo 66°F Precip (in) 0in	19 OBSERVED Hi 84°F Lo 66°F Precip (in) 0in	20 OBSERVED Hi 89°F Lo 69°F Precip (in) 0in	21 OBSERVED Hi 76°F Lo 58°F Precip (in) 0in	22 OBSERVED Hi 79°F Lo 59°F Precip (in) 0in
23 OBSERVED Hi 82°F Lo 68°F Precip (in) 0in	24 OBSERVED Hi 79°F Lo 69°F Precip (in) 0.15in	25 OBSERVED Hi 81°F Lo 70°F Precip (in) 0in	26 OBSERVED Hi 73°F Lo 46°F Precip (in) 0.08in	27 OBSERVED Hi 62°F Lo 42°F Precip (in) 0in	28 OBSERVED Hi 87°F Lo 48°F Precip (in) 0in	

FORECAST Updated Mar 21 12:06 p.m. CT

Details | Video | Text | Averages

Month-to-Date Totals

Temperatures

100°F Record High

Highest so far 89°F

74°F Avg. High

Precipitation

Average 1.19 in.

Today's Top Picks

- What Ticks Have to Do Lyme Disease
- Top 20 Ways to Stop Allergies
- 10 Worst Traffic Cities
- A Different Kind of Alaskan Cruise
- See Cape Cod from a New Perspective
- Check the Weather On Your Route
- How to Cook Your Catch
- Book Your Weekend Tee Time
- Bahamas Family Fun Before Back to School

Local Pollen Forecast

> State Warnings for TX

Very High Pollen Level

Monthly Planner for
Pharr, TX (78577)

[English | Metric]

◂ Previous Month — March — Next Month ▸

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1 OBSERVED Hi 82°F Lo 64°F Precip (in) 0in
2 OBSERVED Hi 89°F Lo 72°F Precip (in) 0in	3 OBSERVED Hi 55°F Lo 36°F Precip (in) 0.07in	4 OBSERVED Hi 49°F Lo 37°F Precip (in) 0in	5 OBSERVED Hi 61°F Lo 45°F Precip (in) 0in	6 OBSERVED Hi 72°F Lo 49°F Precip (in) 0in	7 OBSERVED Hi 74°F Lo 46°F Precip (in) 0in	8 OBSERVED Hi 82°F Lo 64°F Precip (in) 0.69in
9 OBSERVED Hi 64°F Lo 48°F Precip (in) 0.21in	10 OBSERVED Hi 59°F Lo 50°F Precip (in) 0.15in	11 OBSERVED Hi 84°F Lo 55°F Precip (in) 0in	12 OBSERVED Hi 73°F Lo 57°F Precip (in) 0in	13 OBSERVED Hi 72°F Lo 51°F Precip (in) 0in	14 OBSERVED Hi 79°F Lo 55°F Precip (in) 0in	15 OBSERVED Hi 84°F Lo 63°F Precip (in) 0in
16 OBSERVED Hi 74°F Lo 63°F Precip (in) 0.11in	17 OBSERVED Hi 74°F Lo 46°F Precip (in) 0in	18 OBSERVED Hi 84°F Lo 53°F Precip (in) 0in	19 OBSERVED Hi 80°F Lo 61°F Precip (in) 0.07in	20 OBSERVED Hi 78°F Lo 66°F Precip (in) 0.02in	Today Hi 82°F Lo 69°F Precip 10 %	22 Hi 90°F Lo 69°F Precip 10 %
23 Hi 84°F Lo 62°F Precip 0 %	24 Hi 68°F Lo 59°F Precip 30 %	25 Hi 67°F Lo 58°F Precip 30 %	26 Hi 71°F Lo 63°F Precip 40 %	27 Hi 82°F Lo 67°F Precip 30 %	28 Hi 83°F Lo 64°F Precip 0 %	29 Hi 78°F Lo 62°F Precip 20 %
30 Hi 77°F Lo 64°F Precip 10 %	31 AVERAGES Hi 84°F Lo 61°F RECORDS Hi 100°F Lo 38°F					

FORECAST Updated Mar 21 12:06 p.m. CT

Details | Video | Text | Averages

Month-to-Date Totals

Today's Top Picks

- What Ticks Have to Do Lyme Disease
- Top 20 Ways to Stop Allergies
- 10 Worst Traffic Cities
- A Different Kind of Alaskan Cruise
- See Cape Cod from a New Perspective
- Check the Weather On Your Route
- How to Cook Your Catch
- Book Your Weekend Tee Time
- Bahamas Family Fun Before Back to School

Holchemont, Ltd.
900 N. Main St.
McAllen, TX 78501
Ph : (956) 686-2901

Change Request

To: David Iglesias
ERO International
300 S 8th St.
McAllen, TX 78501
Ph: (956)661-0400 Fax: (956)661-0401

Number: 1
Date: 3/20/14
Job: 1401-EMF-01 Equip Maintenance Facility
Phone:

Description: Additional Select Fill

We are pleased to offer the following specifications and pricing to make the following changes:

Provide and place additional select fill to establish the proper elevation of the building pads.

Maintenance Building:

Approximately 24" of Select Fill or 2103 CY

Alternate 1:

Approximately 22" of Select Fill or 851 CY

Alternate 2

Hidalgo County is to place the proper fill in this area.

Extended General Conditions & Overhead have not been included in this change request at this time.

If project exceeds the original 180 days associated with the Base Contract Holchemont Ltd. is entitled to bill and collect for these additional days and expenses.

The total amount to provide this work is $28,309.72

Please note that Holchemont, Ltd. will require an extra 21 days.

If you have any questions, please contact me at .

Holchemont, Ltd.
900 N. Main St.
McAllen, TX 78501
Ph : (956) 686-2901

Submitted by: P Lo Construction

Approved by: _____

Date: _____

Cc:

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: Hidalgo County
2802 S Business Hwy 281
Edinburg, TX 78539

PROJECT: Hidalgo County Pct 2 - E.M.F.

APPLICATION NO: 01

PERIOD TO: 14-Mar-14

Distribution to:
X OWNER
X ARCHITECT
X CONTRACTOR

FROM CONTRACTOR: Holchemont, LTD.
900 N. Main St.
McAllen, TX 78501

VIA ARCHITECT: ERO Architects
ERO Architects
300 S 8th St
McAllen, TX 78501

PROJECT NOS:

CONTRACT DATE: 20-Dec-13

CONTRACTOR'S APPLICATION FOR PAYMENT

1. ORIGINAL CONTRACT SUM	1,585,000.00
2. Net change by Change Orders	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	1,585,000.00
4. TOTAL COMPLETED & STORED TO DATE (Col G on Cont Sheet)	126,429.00
5. RETAINAGE:	
a. 5.00% of Completed Work (Column D + E on Continuation Sheet)	6,321.45
b. ____ % of Stored Material (Column F on Continuation Sheet)	
Total Retainage (Lines 5a + 5b or Total in Column I of Cont Sheet)	6,321.45
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	120,107.55
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	0.00
8. CURRENT PAYMENT DUE	120,107.55
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	1,464,892.45

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Holchemont. LTD.

By: _____
Michael C. Montalvo

State of: **TEXAS** County of: **HIDALGO**

Subscribed and sworn to before me this 21 MAR 2014 day of

Notary Public: Lori Ann Hernandez

LORI ANN HERNANDEZ
Notary Public, State of Texas
My Commission Expires
January 18, 2016

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitiled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... $ 120,107.55

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: ERO Architects

By: _____ Date: 03.21.14

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 01
APPLICATION DATE: 20-Mar-14
PERIOD TO: 14-Mar-14
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	J
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIAL PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE
01	Testing & Balance Allowance	20,000.00						20,000.00	
02	Equipment Allowance	30,000.00						30,000.00	
03	Owner Allowance	35,000.00						35,000.00	
04	Architect Allowance	35,000.00						35,000.00	
05									
06									
07									
08	GC Fee	65,000.00		3,250.00		3,250.00	5.00	61,750.00	162.50
09	General Conditions	77,000.00		11,550.00		11,550.00	15.00	65,450.00	577.50
10	Mobilization	10,500.00		10,500.00		10,500.00	100.00		525.00
11	Rubbish Removal	3,500.00						3,500.00	
12	First Aid	1,500.00		150.00		150.00	10.00	1,350.00	7.50
13	Temp Toilets	2,500.00		250.00		250.00	10.00	2,250.00	12.50
14	Construction Aids	3,473.00						3,473.00	
15	Temp Barriers	3,500.00		1,000.00		1,000.00	28.57	2,500.00	50.00
16	Temp Project Signage	2,200.00						2,200.00	
17	Temp Cleaning	3,350.00						3,350.00	
18									
19	Termite Treatment	1,893.00						1,893.00	
20	Bld. Pad Excavation	13,434.00		13,434.00		13,434.00	100.00		671.70
21	Bld. Pad Excavation L	2,995.00		2,995.00		2,995.00	100.00		149.75
22	Select Fill M	31,000.00		31,000.00		31,000.00	100.00		1,550.00
23	Select Fill L	11,120.00		11,120.00		11,120.00	100.00		556.00
24	Fencing M	4,655.00						4,655.00	
25	Fencing L	1,000.00						1,000.00	
26									
27	Concrete Pump	4,800.00						4,800.00	
28	Saw Cutting/SL1/NP1 M	2,550.00						2,550.00	
29	Saw Cutting/SL1/NP1 L	750.00						750.00	
30	Concrete Material	48,575.00						48,575.00	
31	Rebar SOG	26,195.00						26,195.00	

CONTINUATION SHEET

Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 01
APPLICATION DATE: 20-Mar-14
PERIOD TO: 14-Mar-14
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	J
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIAL PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE
63	Tile Flooring M	4,848.00						4,848.00	
64	Tile Flooring L	2,146.00						2,146.00	
65	Wall Base M	1,044.00						1,044.00	
66	Wall Base L	1,500.00						1,500.00	
67	Wall Tile M	3,139.00						3,139.00	
68	Wall Tile L	2,738.00						2,738.00	
69	Epoxy Floor M	33,500.00						33,500.00	
70	Epoxy Floor L	8,000.00						8,000.00	
71	Gyp. Assm. Mobilization	500.00						500.00	
72	Gyp. Assm. Submittals	500.00						500.00	
73	Gyp. Assm. Framing M	6,260.00						6,260.00	
74	Gyp. Assm. Framing L	4,000.00						4,000.00	
75	Gyp. Assm. M	4,000.00						4,000.00	
76	Gyp. Assm. L	2,000.00						2,000.00	
77	Gyp. Assm. Insulation M	1,760.00						1,760.00	
78	Gyp. Assm. Insulation L	1,000.00						1,000.00	
79	Gyp. Assm. Grid M	3,000.00						3,000.00	
80	Gyp. Assm. Grid L	1,000.00						1,000.00	
81	Gyp. Assm. ACT M	3,000.00						3,000.00	
82	Gyp. Assm. ACT L	1,000.00						1,000.00	
83	Gyp. Assm. HM Doors/Frames L	980.00						980.00	
84	T & F M	1,883.00						1,883.00	
85	T & F L	7,522.00						7,522.00	
86	Paint CMU M	730.00						730.00	
87	Paint CMU L	2,923.00						2,923.00	
88	Paint Mtl. Bld M	938.00						938.00	
89	Paint Mtl. Bld L	3,754.00						3,754.00	
90	Paint HM Doors/Frames M	370.00						370.00	
91	Paint HM Doors/Frames L	1,480.00						1,480.00	
92	Paint Misc. M	80.00						80.00	
93	Paint Misc. L	320.00						320.00	

CONTINUATION SHEET

Contractor's signed certification is attached.
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APPLICATION NO: 01
APPLICATION DATE: 20-Mar-14
PERIOD TO: 14-Mar-14
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	J
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIAL PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE
32	Rebar Masonry	5,393.00						5,393.00	
33	Concrete Accessories	5,763.00						5,763.00	
34	SOG L	20,563.00						20,563.00	
35	Oil Pit L	5,270.00						5,270.00	
36									
37	Masonry M	14,521.00						14,521.00	
38	Masonry Equipment	5,814.00						5,814.00	
39	Masonry L	7,641.00						7,641.00	
40									
41	Mtl. Bld. Submittals	7,135.00		7,135.00		7,135.00	100.00		356.75
42	Mtl. Bld. Erection	31,000.00						31,000.00	
43	Mtl. Bld. M	134,250.00						134,250.00	
44	Mtl. Bld. Misc. Steel.	2,485.00						2,485.00	
45									
46	Millwork M	6,300.00						6,300.00	
47	Milwork L	1,500.00						1,500.00	
48	Rough Carpentry M	1,500.00						1,500.00	
49	Rough Carpentry L	700.00						700.00	
50									
51	HM Doors & Frames M	11,450.00						11,450.00	
52	HM Doors & Frames L	2,500.00						2,500.00	
53	Finish Hardware M	14,200.00						14,200.00	
54	Finish Hardware L	2,500.00						2,500.00	
55									
56	Dampproffing M	2,500.00						2,500.00	
57	Dampproffing L	500.00						500.00	
58	Overhead Doors M	35,000.00						35,000.00	
59	Overhead Doors L	3,500.00						3,500.00	
60	Glass & Glazing M	3,424.00						3,424.00	
61	Glass & Glazing L	8,900.00						8,900.00	
62									

CONTINUATION SHEET

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APPLICATION DATE: 20-Mar-14
PERIOD TO: 14-Mar-14
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	J
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIAL PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE
94									
95	Restroom Accs. M	2,500.00						2,500.00	
96	Restroom Accs. L	500.00						500.00	
97	Bld. Signage M	4,728.00						4,728.00	
98	Bld. Signage L	1,100.00						1,100.00	
99	Lockers M	5,405.00						5,405.00	
100	Lockers L	2,675.00						2,675.00	
101	Fire Extinguishers M	1,200.00						1,200.00	
102	Fire Extinguishers L	300.00						300.00	
103									
104	HVAC Submittals	500.00						500.00	
105	HVAC Mobilization	7,000.00						7,000.00	
106	HVAC Equip M	13,675.00						13,675.00	
107	HVAC Equip L	1,000.00						1,000.00	
108	HVAC Insulation	6,847.00						6,847.00	
109	HVAC Duct M	7,000.00						7,000.00	
110	HVAC Duct L	13,000.00						13,000.00	
111	HVAC Exhaust Fans M	3,000.00						3,000.00	
112	HVAC Exhaust Fans L	1,000.00						1,000.00	
113	HVAC Air Devices M	8,478.00						8,478.00	
114	HVAC Air Devices L	1,000.00						1,000.00	
115	HVAC Copper M	1,000.00						1,000.00	
116	HVAC Copper L	1,000.00						1,000.00	
117									
118	Plumbing Rough In M	10,800.00						10,800.00	
119	Plumbing Rough In L	5,000.00						5,000.00	
120	Plumbing Oil Interceptor M	8,000.00						8,000.00	
121	Plumbing Oil Interceptor L	3,000.00						3,000.00	
122	Plumbing Lines & Vents M	16,000.00						16,000.00	
123	Plumbing Lines & Vents L	7,000.00						7,000.00	
124	Plumbing Fixtures M	10,500.00						10,500.00	

CONTINUATION SHEET

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PERIOD TO: 14-Mar-14
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	J
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIAL PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE
125	Plumbing Fixtures L	2,500.00						2,500.00	
126									
127	Electrical Mobilize/Submittals	12,000.00		3,500.00		3,500.00	29.17	8,500.00	175.00
128	Electrical Fixtures L	6,500.00						6,500.00	
129	Electrical Fixtures M	72,963.00						72,963.00	
130	Electrical Gear L	2,500.00						2,500.00	
131	Electrical Gear M	16,225.00						16,225.00	
132	Electrical Conduit L	20,000.00						20,000.00	
133	Electrical Conduit M	13,500.00						13,500.00	
134	Electrical Devices L	8,000.00						8,000.00	
135	Electrical Devices M	12,100.00						12,100.00	
136	Electrical Rental Equipment	2,000.00						2,000.00	
137	Electrical Temp Power	1,500.00						1,500.00	
138	Electrical Security Alarm	13,395.00						13,395.00	
139	Electrical Permits	1,500.00						1,500.00	
140	Electrical Fire Alarm	10,395.00						10,395.00	
141									
142	ALT. #1								
143	General Conditions	28,142.00		4,142.00		4,142.00	14.72	24,000.00	207.10
144	Bldg Pad Excavation M	10,931.00		10,931.00		10,931.00	100.00		546.55
145	Bldg Pad Excavation L	1,322.00		1,322.00		1,322.00	100.00		66.10
146	Select Fill M	10,150.00		10,150.00		10,150.00	100.00		507.50
147	Select Fill L	4,466.00		4,000.00		4,000.00	89.57	466.00	200.00
148	Concrete Pump	2,800.00						2,800.00	
149	Saw Cutting	1,500.00						1,500.00	
150	Concrete M	18,855.00						18,855.00	
151	Concrete SOG L	12,474.00						12,474.00	
152	Concrete Rebar SOG M	6,790.00						6,790.00	
153	Concrete Accessories M	1,500.00						1,500.00	
154	Metal Building Erection	21,790.00						21,790.00	
155	Metal Building M	99,280.00						99,280.00	

CONTINUATION SHEET

Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
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APPLICATION DATE: 20-Mar-14
PERIOD TO: 14-Mar-14
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	J
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIAL PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE
156									
157	ALT. #2								
158	General Conditions	25,000.00						25,000.00	
159	Bldg Pad Excavation M	5,030.00						5,030.00	
160	Bldg Pad Excavation L	1,880.00						1,880.00	
161	Concrete Pump	2,800.00						2,800.00	
162	Concrete M	5,525.00						5,525.00	
163	Concrete L	3,880.00						3,880.00	
164	Concrete Rebar	2,910.00						2,910.00	
165	Concrete Accessories	1,500.00						1,500.00	
166	Grout	2,000.00						2,000.00	
167	Metal Building Erection	15,000.00						15,000.00	
168	Metal Building M	51,475.00						51,475.00	
169									
170									
171	ALT. #3								
172	Site Lighting	28,000.00						28,000.00	
	Totals	1,585,000.00		126,429.00		126,429.00	7.98	1,458,571.00	6,321.45

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division
Rev. Dec. 2008

NAME OF CONTRACTOR ☑ OR SUBCONTRACTOR ☐
HOLCHEMONT, LTD

ADDRESS 900 N MAIN ST
MCALLEN TX 7801-4327

OMB No.: 1235-0008
Expires: 01/31/2015

PAYROLL NO. 1

FOR WEEK ENDING 02/14/2014

PROJECT AND LOCATION
PCT2 VEHICLE & EQUIPMENT MAINTENANCE FACILITY
400 S VETERANS BLVD SAN JUAN TX 78589

PROJECT OR CONTRACT NO.
PO# 704305

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE: S	M 10	T 11	W 12	T 13	F 14	S	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY																
Montalvo, Michael XXX-XX-6540	0	Project Manager Salary	O																	
			S				4.00	4.00	4.00		12.0(									
			O																	
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date 02/14/2014

I, Lori A. Palmer (Name of Signatory Party) Office Manager (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

HOLCHEMONT, LTD (Contractor or Subcontractor) on the

Equipment Maintenance Facility (Building or Work); that during the payroll period commencing on the

12 day of February, 2014, and ending the 14 day of February, 2014,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

HOLCHEMONT, LTD (Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

none

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
n/a	

REMARKS:

NAME AND TITLE	SIGNATURE
Lori A. Palmer, Office Manager	Lori A Palmer

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

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U.S. Wage and Hour Division
Rev. Dec. 2008

OMB No.: 1235-0008
Expires: 01/31/2015

NAME OF CONTRACTOR ☑ OR SUBCONTRACTOR ☐: HOLCHEMONT, LTD

ADDRESS: 900 N MAIN ST, MCALLEN TX 7801-4327

PAYROLL NO.: 2

FOR WEEK ENDING: 02/21/2014

PROJECT AND LOCATION: PCT2 VEHICLE & EQUIPMENT MAINTENANCE FACILITY 400 S VETERANS BLVD SAN JUAN TX 78589

PROJECT OR CONTRACT NO.: PO# 704305

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE	S	M	T	W	T	F	S	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
						17	18	19	20	21											
					HOURS WORKED EACH DAY																
Montalvo, Michael XXX-XX-6540	0	Project Manager Salary	O																		
			S			4.00	4.00	4.00	4.00	4.00		20.00									
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date 02/21/2014

I, Lori A. Palmer (Name of Signatory Party) Office Manager (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by HOLCHEMONT, LTD (Contractor or Subcontractor) on the Equipment Maintenance Facility (Building or Work); that during the payroll period commencing on the 17 day of February, 2014, and ending the 21 day of February, 2014, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said HOLCHEMONT, LTD (Contractor or Subcontractor) from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

none

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
n/a	

REMARKS:

NAME AND TITLE	SIGNATURE
Lori A. Palmer, Office Manager	Lora Palmer

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division
Rev. Dec. 2008

NAME OF CONTRACTOR ☑ OR SUBCONTRACTOR ☐
HOLCHEMONT, LTD

ADDRESS 900 N MAIN ST
MCALLEN TX 7801-4327

OMB No.: 1235-0008
Expires: 01/31/2015

PAYROLL NO.
3

FOR WEEK ENDING
02/28/2014

PROJECT AND LOCATION
PCT2 VEHICLE & EQUIPMENT MAINTENANCE FACILITY
400 S VETERANS BLVD SAN JUAN TX 78589

PROJECT OR CONTRACT NO.
PO# 704305

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE: S	M	T	W	T	F	S	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
					24	25	26	27	28											
				HOURS WORKED EACH DAY																
Montalvo, Michael XXX-XX-6540	0	Project Manager Salary	O																	
			S		4.00	4.00	4.00	4.00	4.00		20.00									
			O																	
			S																	
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date 02/28/2014

I, Lori A. Palmer (Name of Signatory Party) Office Manager (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

HOLCHEMONT, LTD (Contractor or Subcontractor) on the

Equipment Maintenance Facility (Building or Work); that during the payroll period commencing on the

24 day of February, 2014, and ending the 28 day of February, 2014,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

HOLCHEMONT, LTD (Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

none

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
n/a	

REMARKS:

NAME AND TITLE	SIGNATURE
Lori A. Palmer, Office Manager	Lora Palmer

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

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U.S. Wage and Hour Division
Rev. Dec. 2008

OMB No.: 1235-0008
Expires: 01/31/2015

NAME OF CONTRACTOR ☑ OR SUBCONTRACTOR ☐
HOLCHEMONT, LTD

ADDRESS 900 N MAIN ST
MCALLEN TX 7801-4327

PAYROLL NO. 4

FOR WEEK ENDING 03/07/2014

PROJECT AND LOCATION
PCT2 VEHICLE & EQUIPMENT MAINTENANCE FACILITY
400 S VETERANS BLVD SAN JUAN TX 78589

PROJECT OR CONTRACT NO.
PO# 704305

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE S	M 3	T 4	W 5	T 6	F 7	S	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY																
Montalvo, Michael XXX-XX-6540	0	Project Manager Salary	O																	
			S		4.00	4.00	4.00	4.00	4.00		20.00									
Guerra, Rumaldo XXX-XX-8592	1	Superintendent Salary	O																	
			S		4.00	4.00	4.00	4.00	4.00		20.00									
			O																	
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date 03/07/2014

I, Lori A. Palmer (Name of Signatory Party) Office Manager (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

HOLCHEMONT, LTD (Contractor or Subcontractor) on the

Equipment Maintenance Facility (Building or Work); that during the payroll period commencing on the

3 day of March, 2014, and ending the 7 day of March, 2014,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

HOLCHEMONT, LTD (Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

none

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
n/a	

REMARKS:

NAME AND TITLE	SIGNATURE
Lori A. Palmer, Office Manager	Lori A Palmer

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

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U.S. Wage and Hour Division
Rev. Dec. 2008

NAME OF CONTRACTOR ☑ OR SUBCONTRACTOR ☐
HOLCHEMONT, LTD

ADDRESS 900 N MAIN ST
MCALLEN TX 7801-4327

OMB No.: 1235-0008
Expires: 01/31/2015

PAYROLL NO. 5

FOR WEEK ENDING 03/14/2014

PROJECT AND LOCATION
PCT2 VEHICLE & EQUIPMENT MAINTENANCE FACILITY
400 S VETERANS BLVD SAN JUAN TX 78589

PROJECT OR CONTRACT NO.
PO# 704305

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE: S	M	T	W	T	F	S	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
					10	11	12	13	14										
				HOURS WORKED EACH DAY															
Montalvo, Michael XXX-XX-6540	0	Project Manager Salary	O																
			S		4.00	4.00	4.00	4.00	4.00		20.00								
Guerra, Rumaldo XXX-XX-8592	1	Superintendent Salary	O																
			S		4.00	4.00	4.00	4.00	4.00		20.00								
			O																
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Public Burden Statement

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(over)

Date 03/14/2014

I, Lori A. Palmer (Name of Signatory Party) Office Manager (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

HOLCHEMONT, LTD (Contractor or Subcontractor) on the

Equipment Maintenance Facility (Building or Work); that during the payroll period commencing on the

10 day of March, 2014, and ending the 14 day of March, 2014,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

HOLCHEMONT, LTD (Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

none

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
n/a	

REMARKS:

NAME AND TITLE	SIGNATURE
Lori A. Palmer, Office Manager	Lori A Palmer

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P. Lo Construction

310 South 84th St , Edinburg TX 78542

p.loconstruction@yahoo.com

Erika 563-8560, Prudencio 776-1320, Jorge Rocha 342 3679

3/16/14

To whom it may concern,

This letter is to inform you that to our employees listed on the certified payroll do not have deductions on any wages. This is because at the end of the year we issue each of them a 1099 form.

Any question or require any additional information please do not hesitate to call the numbers above.

Thank you,

Erika Lopez

Secretary

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

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U.S. Wage and Hour Division
Rev. Dec. 2008

OMB No.: 1235-0008
Expires: 01/31/2015

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐

Prudencio Lopez DBA P.Lo Construction

ADDRESS 310 south 84th St Edinburg TX 78542

PAYROLL NO. 1

FOR WEEK ENDING 02/14/2014

PROJECT AND LOCATION Precent #2

PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE Sun 9	Mon 10	Tue 11	Wed 12	Thur 13	Frid 14	Sat 15	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY																
Martin Reta xxx-xx-9512		Backhoe Operator	O										$319.00							
			S	0.00	0.00	8.00	8.00	10.00	10.00	0.00	29.00	11.00								$319.00
Antonio Belmares xxx-xx-4178		Laborer	O										$80.00							
			S	0.00	0.00	8.00	8.00	0.00	0.00	0.00	8.00	10.00								$80.00
Jorge Rocha xxx-xx-9774		Backhoe Operator	O										$400.00							
			S		8.00	8.00	8.00	8.00	8.00	0.00	40.00	10.00								$400.00
Prudencio Lopez xxx-xx-5310		Backhoe Operator	O										$400.00							
			S		8.00	8.00	8.00	8.00	8.00	0.00	40.00	10.00								$400.00
			O																	
			S																	
			O																	
			S																	
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			S																	
			O																	
			S																	

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Public Burden Statement

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(over)

Date 2-14-14

I, Prudencio Lopez (Name of Signatory Party) Owner (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by Prudencio Lopez DBA P.Lo Construction (Contractor or Subcontractor) on the Precent #2 (Building or Work); that during the payroll period commencing on the 9 day of Feb, 2014, and ending the 14 day of Feb, 2014, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said Prudencio Lopez DBA P.Lo Construction (Contractor or Subcontractor) from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
Prudencio Lopez - Owner	

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

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U.S. Wage and Hour Division
Rev. Dec. 2008

OMB No.: 1235-0008
Expires: 01/31/2015

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐

Prudencio Lopez DBA P.Lo Construction

ADDRESS 310 south 84th St Edinburg TX 78542

PAYROLL NO. 2

FOR WEEK ENDING 02/21/2014

PROJECT AND LOCATION Precent #2

PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	DT. OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS						(9) NET WAGES PAID FOR WEEK
				Sun.	Mon.	Tue.	Wed.	Thur.	Frid.	Sat.				FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	
				16	17	18	19	20	21	22										
				HOURS WORKED EACH DAY																
Martin Reta		Backhoe Operator	O										$504.00							
xxx-xx-9512			S	0.00	8.00	8.00	10.00	10.00	12.00	8.00	56.00	9.00								$504.00
Antonio Belmares		laborer	O										$504.00							
xxx-xx-4178			S	0.00	8.00	8.00	10.00	10.00	12.00	8.00	56.00	9.00								$504.00
Jorge Rocha		Backhoe Operator	O										$600.00							
xxx-xx-9774			S		8.00	8.00	8.00	8.00	8.00	0.00	40.00	15.00								$600.00
Prudencio Lopez		Backhoe Operator	O										$600.00							
xxx-xx-6310			S		8.00	8.00	8.00	8.00	8.00	0.00	40.00	15.00								$600.00
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date 2-21-14

I, Prudencio Lopez (Name of Signatory Party) Owner (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Prudencio Lopez DBA P.Lo Construction (Contractor or Subcontractor) on the

Present #2 (Building or Work); that during the payroll period commencing on the

17 day of Feb, 2014, and ending the 21 day of Feb, 2014,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Prudencio Lopez DBA P.Lo Construction (Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
Prudencio Lopez - Owner	

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

U.S. Department of Labor
Wage and Hour Division

PAYROLL

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U.S. Wage and Hour Division

Rev. Dec. 2008

OMB No.: 1235-0008
Expires: 01/31/2015

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐

Prudencio Lopez DBA P.Lo Construction

ADDRESS 310 south 84th St Edinburg TX 78542

PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
3	02/28/2014	Precent #2	

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS						(9) NET WAGES PAID FOR WEEK
				Sun	Mon	Tue	Wed	Thur	Frid	Sat				FICA	WITH-HOLDING TAX	S.S #	MED	OTHER	TOTAL DEDUCTIONS	
				23	24	25	26	27	28	01										
				HOURS WORKED EACH DAY																
Martin Reta		water truck	o										$387.00							
xxx-xx-9512			s	0.00	8.00	4.00	9.00	8.00	8.00	6.00	43.00	9.00								$387.00
Antonio Belmares		chive foot	o										$290.00							
xxx-xx-4178			s	0.00	0.00	4.00	9.00	8.00	8.00	0.00	29.00	10.00								$290.00
Jorge Rocha		motorgrater	o										$600.00							
xxx-xx-9774			s		8.00	8.00	8.00	8.00	8.00	0.00	40.00	15.00								$600.00
Prudencio Lopez		Backhoe Operator	o										$600.00							
xxx-xx-6310			s		8.00	8.00	8.00	8.00	8.00	0.00	40.00	15.00								$600.00
Jose Lopez		Labor	o										$80.00							
xxx-xx-8963			s						8.00		8.00	10.00								$80.00
Manuel Olivares		Labor	o										$80.00							
xxx-xx-2759			s						8.00		8.00	10.00								$80.00
Ernesto Cano		Labor	o										$80.00							
xxx-xx-2563			s						8.00		8.00	10.00							$0.00	$80.00
			o																	
			s																	

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Public Burden Statement

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(over)

Date 2-28-14

I, Prudencio Lopez (Name of Signatory Party) Owner (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Prudencio Lopez DBA P.Lo Construction (Contractor or Subcontractor) on the

Precent #2 (Building or Work); that during the payroll period commencing on the

24 day of Feb, 2014, and ending the 28 day of Feb, 2014,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Prudencio Lopez DBA P.Lo Construction (Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
Prudencio Lopez - Owner	

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

U.S. Department of Labor
Wage and Hour Division

PAYROLL

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U.S. Wage and Hour Division

Rev. Dec. 2008

OMB No.: 1235-0008
Expires: 01/31/2015

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐	ADDRESS	PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
Prudencio Lopez DBA P.Lo Construction	310 south 84th St Edinburg TX 78542	4	03/07/2014	Precent #2	

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE	Sun	Mon	Tue	Wed	Thur	Frid	Sat	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-HOLDING TAX	S.S #	MED	OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
					2	3	4	5	6	7	8										
				HOURS WORKED EACH DAY																	
Martin Reta		water truck	O											$387.00							
xxx-xx-9512			S		0.00	8.00	4.00	9.00	8.00	8.00	6.00	43.00	9.00								$387.00
Antonio Belmares		chive foot	O											$290.00							
xxx-xx-4178			S		0.00	0.00	4.00	9.00	8.00	8.00	0.00	29.00	10.00								$290.00
Jorge Rocha		motorgrater	O											$600.00							
xxx-xx-9774			S			8.00	8.00	8.00	8.00	8.00	0.00	40.00	15.00								$600.00
Prudencio Lopez		Backhoe Operator	O											$600.00							
xxx-xx-6310			S			8.00	8.00	8.00	8.00	8.00	0.00	40.00	15.00								$600.00
Jose Lopez		Labor	O											$80.00							
xxx-xx-8963			S							8.00		8.00	10.00								$80.00
Manuel Olivares		Labor	O											$80.00							
xxx-xx-2759			S							8.00		8.00	10.00								$80.00
Ernesto Cano		Labor	O											$80.00							
xxx-xx-2563			S							8.00		8.00	10.00							$0.00	$80.00
			O																		
			S																		

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

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(over)

Date 3-7-14

I, Prudencio Lopez (Name of Signatory Party) Owner (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Prudencio Lopez DBA P.Lo Construction (Contractor or Subcontractor) on the

Precent #2 (Building or Work); that during the payroll period commencing on the

3 day of March, 2014, and ending the 7 day of March, 2014,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Prudencio Lopez DBA P.Lo Construction (Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

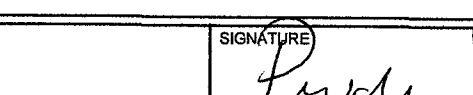
(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
Prudencio Lopez - Owner	

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U.S. Department of Labor
Wage and Hour Division

PAYROLL

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U.S. Wage and Hour Division

Rev. Dec. 2008

OMB No.: 1235-0008
Expires: 01/31/2015

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐: Prudencio Lopez DBA P.Lo Construction

ADDRESS: 310 south 84th St Edinburg TX 78542

PAYROLL NO.: 5

FOR WEEK ENDING: 03/14/2014

PROJECT AND LOCATION: Precent #2

PROJECT OR CONTRACT NO.:

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE: Sun 9	Mon 10	Tue 11	Wed 12	Thur 13	Frid 14	Sat 15 — HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX	S.S #	MED	OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
Martin Reta		water truck	O										$306.00							
xxx-xx-9512			S	0.00	0.00	8.00	8.00	9.00	9.00	0.00	34.00	9.00								$306.00
Antonio Belmares		chive foot	O										$340.00							
xxx-xx-4178			S	0.00	0.00	8.00	8.00	9.00	9.00	0.00	34.00	10.00								$340.00
Jorge Rocha		motorgrater	O										$600.00							
xxx-xx-9774			S		8.00	8.00	8.00	8.00	8.00	0.00	40.00	15.00								$600.00
Prudencio Lopez		Backhoe Operator	O										$600.00							
xxx-xx-6310			S		8.00	8.00	8.00	8.00	8.00	0.00	40.00	15.00							$0.00	$600.00
			O																	
			S									10.00								
			O																	
			S									10.00								
			O																	
			S									10.00								
			O																	
			S																	

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(over)

Date 3-14-14

I, Prudencio Lopez (Name of Signatory Party) Owner (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Prudencio Lopez DBA P.Lo Construction (Contractor or Subcontractor) on the

Precent #2 (Building or Work); that during the payroll period commencing on the

10 day of March, 2014, and ending the 14 day of March, 2014,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Prudencio Lopez DBA P.Lo Construction (Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
Prudencio Lopez - Owner	

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

AI-43669 **Purchasing Department 22. C. 1.**

CC REGULAR

Meeting Date: 03/25/2014

Submitted For: Norma Longoria, Dir. HC-WIC **Submitted By:** Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation for acceptance and approval of an "First Amendment" to the current lease agreement with Jose I. Ramirez for the "Lease of Office Space in Roma, Texas," to reflect a modification to the renovated floor plan which increases the square footage by 562 square feet.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1292-441-00-350-001-4-441

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

BUDGETARY IMPACT:

Funds available as of 3/20/14.
Vendor is being setup. A requisition will be attached once Auditor's Office provides a vendor#.

Attachments

Amendment
Legal Approval

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/19/2014 05:40 PM
Budget & Management	Debbie Tamez	03/20/2014 07:40 AM
Glinda Pacheco	Glinda Pacheco	03/20/2014 08:23 AM
Auditor's Office	Monica Badillo	03/21/2014 04:46 PM

Form Started By: Rocio Villarreal Started On: 03/19/2014 01:20 PM

Final Approval Date: 03/21/2014

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

FIRST AMENDMENT TO LEASE AGREEMENT

This FIRST **AMENDMENT** to Lease Agreement is made by and between the County Of Hidalgo, Texas and Jose I. Ramirez, this _____day of _____, 2014:

WHEREAS, on January 14, 2014, Hidalgo County (the "Lessee") entered into a Lease Agreement (the "Lease Agreement") with Jose I. Ramirez (Lessor") in which the Lessee would rent certain premises from the Lessor as described in the Agreement;

WHEREAS, Lessor has renovated the floor plan and increased the square footage in the Leased Premises by 562 square feet.

WHEREAS, the parties desire to amend the Lease Agreement as hereinafter provided.

NOW THEREFORE, for and in consideration of the mutual terms and agreements of this First Amendment to Lease Agreement and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged Lessor and Lessee hereby agree to the following amendment to the Lease Agreement:

1. The "Total Square Feet On Proposed Office Building," Contained on Exhibit B of the Lease, Agreement wherein it states "10,000 sq. ft. is deleted and the following is inserted in lieu thereof:

   Total Square Feet on Proposed Building 3,062 square feet.

2. Article 2.1 of the Lease Agreement is amended by adding the following as the second sentence in Article 2.1:

   Notwithstanding anything to the contrary herein, effective June 2, 2014, Lessee agrees to pay to Lessor, during the remainder of the term hereof, a monthly rental equal to Two Thousand One Hundred Forty-Three and 40/100th Dollars ($2,143.40) per month.

3. Except as modified herein, all terms and conditions of the Lease Agreement, as amended, remain in full force and effect. Lessor and Lessee ratify and confirm the terms and provisions of the Lease Agreement as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

LESSEE:

HIDALGO COUNTY

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

LESSOR:

_____
Jose I. Ramirez, Owner

Approved as to Form:

ATLAS HALL & RODRIGUEZ, L.L.P.

By: _____
Stephen L. Crain

RE: Roma Lease

From : Steve Crain <scrain@atlashall.com> Wed, Mar 19, 2014 02:07 PM
Subject : RE: Roma Lease
To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

Good to go.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Wednesday, March 19, 2014 1:36 PM
To: Stephen L. Crain
Subject: Fwd: Roma Lease

Mr. Crain:
Changes have been done as requested. Please approve as to form.

Thank you.
Rocio V.

From: "Stephen L. Crain" <scrain@atlashall.com>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Wednesday, March 19, 2014 1:12:05 PM
Subject: FW: Roma Lease

See pdf doc399 with Mr. Crain's revision.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Tuesday, March 18, 2014 2:49 PM
To: Steve Crain
Subject: Fwd: Roma Lease

Mr. Crain:

Attached is the amendment including the changes. Please review and approve as to form.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

From: "Stephen L. Crain" <scrain@atlashall.com>

To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Thursday, March 13, 2014 8:39:22 AM
Subject: FW: Roma Lease

Good Morning Rocio:

Please see attached in PDF the lease with Mr. Crain's proposed changes. Should you have any questions, please call our office.

Thank you,
Marynel

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Wednesday, March 12, 2014 4:58 PM
To: Steve Crain
Subject: Fwd: Roma Lease

Mr. Crain:

For your review and approval, attach is Amendment with Jose Ramirez to include additional sq. ft. to the lease agreement. If you have any questions please feel free to contact me.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

From: "Norma Longoria" <norma.longoria@wic.co.hidalgo.tx.us>
To: "rocio villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Cc: "martha salazar" <martha.salazar@co.hidalgo.tx.us>, "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>
Sent: Thursday, January 30, 2014 2:42:49 PM
Subject: Roma Lease

Hi Rocio,
I have a pressing issue that I need someone to help me with concerning the Roma Lease. On the lease it states 2500 sq feet @ .70 sq foot for a total of $1750 but after completing the floor plan for the WIC area, the square footage comes out to 3062 @ .70 sq.ft. a difference of $393.00. It is still within the bid maximum of 3800 sq. feet. Do you have to change the lease amount? Is it still legally binding? Please advice.

Norma L. Longoria, MS., LD
Hidalgo County WIC Program
Project 12
3105 W. University Drive

AI-43639 **Purchasing Department 22. D. 1.**

CC REGULAR

Meeting Date: 03/25/2014

Submitted For: Hon. Rene Guerra, HC-DA **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting Exemption from Competitive Bidding Requirements under the Texas Local Government Code 262.024(a)(4), a professional service;

b. Authority to enter into a negotiated professional service contract with James R. Wade for the provision of Professional Consultant Services for Information Technology effective upon approval.

BACKGROUND

Insurance will be submitted upon notice to Mr. Wade pursuant to action by Commissioners Court.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1222-412-00-080-006-0-XXX

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

BUDGETARY IMPACT:

Funds available pending CC approval of AI-43717.

Attachments

262.024 Loc. Govt. Code

Contract Document

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/21/2014 03:00 PM
Budget & Management	Debbie Tamez	03/21/2014 03:03 PM
Glinda Pacheco	Glinda Pacheco	03/21/2014 03:19 PM
Auditor's Office	Monica Badillo	03/21/2014 04:46 PM

Form Started By: Vangie Garcia Started On: 03/17/2014 04:45 PM

Final Approval Date: 03/21/2014

(a), all separate, sequential, or component purchases of items ordered or purchased, with the intent of avoiding the requirements of this subchapter, from the same supplier by the same county officer, department, or institution are treated as if they are part of a single purchase and of a single contract. In applying this provision to the purchase of office supplies, separate purchases of supplies by an individual department are not considered to be part of a single purchase and single contract by the county if a specific intent to avoid the requirements of this subchapter is not present.
Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 57(a), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1250, Sec. 9, eff. Sept. 1, 1989; Acts 1991, 72nd Leg., ch. 16, Sec. 13.02(b), eff. Aug. 26, 1991; Acts 1993, 73rd Leg., ch. 757, Sec. 13, 38, eff. Sept. 1, 1993; Acts 1997, 75th Leg., ch. 442, Sec. 1, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 505, Sec. 2, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 436, Sec. 4, eff. May 28, 2001; Acts 2001, 77th Leg., ch. 1063, Sec. 2, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1409, Sec. 4, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 1276, Sec. 12.004, eff. Sept. 1, 2003.
Amended by:

Acts 2007, 80th Leg., R.S., Ch. 689, Sec. 1, eff. September 1, 2007.

Acts 2009, 81st Leg., R.S., Ch. 1266, Sec. 4, eff. June 19, 2009.

Sec. 262.0235. PROCEDURES ADOPTED BY COUNTY PURCHASING AGENTS FOR ELECTRONIC BIDS OR PROPOSALS. The county purchasing agent, before receiving electronic bids or proposals, shall adopt rules in conformance with Section 262.011(o) to ensure the identification, security, and confidentiality of electronic bids or proposals.
Added by Acts 2001, 77th Leg., ch. 1063, Sec. 3, eff. Sept. 1, 2001.

Sec. 262.024. DISCRETIONARY EXEMPTIONS. (a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioners

court by order grants the exemption:

(1) an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county;

(2) an item necessary to preserve or protect the public health or safety of the residents of the county;

(3) an item necessary because of unforeseen damage to public property;

(4) a personal or professional service;

(5) any individual work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than 20 working days in any three month period;

(6) any land or right-of-way;

(7) an item that can be obtained from only one source, including:

(A) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;

(B) films, manuscripts, or books;

(C) electric power, gas, water, and other utility services; and

(D) captive replacement parts or components for equipment;

(8) an item of food;

(9) personal property sold:

(A) at an auction by a state licensed auctioneer;

(B) at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; or

(C) by a political subdivision of this state, a state agency of this state, or an entity of the federal government;

(10) any work performed under a contract for community and economic development made by a county under Section 381.004; or

(11) vehicle and equipment repairs.

(b) The renewal or extension of a lease or of an equipment

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

CONTRACT FOR SERVICES

C-XX-XXX-XX-XX

THIS AGREEMENT is made effective the 1ST day of April, 2014, by and between the **HIDALGO CRIMINAL DISTRICT ATTORNEYS OFFICE,** a department of **HIDALGO COUNTY, TEXAS,** a political subdivision of the State of Texas (hereinafter "Department") and **JAMES R. WADE** (hereinafter "Consultant") to serve at the pleasure of the Department.

WITNESSETH:

WHEREAS, Department desires to contract with a person to provide the services necessary to act as an Information Technology Professional for the Hidalgo County Office of Criminal District Attorney that are more specifically set forth hereinafter; and

WHEREAS, Consultant has agreed to provide the services enumerated hereinafter for the Department.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, Department and Consultant agree as follows:

1. Consultant agrees to provide to Department consulting services required by the Hidalgo County Office of Criminal District Attorney in connection with "Professional Consultant Services for Information Technology" (the "Services"). Pursuant to Article 262.024 "The Professional Service Procurement Act", Texas Local Government Code, the Department has requested an exemption for professional consultant services for the term herein stated. These services include, but are not limited to, the items listed on Exhibit "A", which attached and made a part of this Agreement.

2. Consultant will report any problems or recommended changes in providing "Professional Consultant Services for Information Technology" to the Hidalgo County Office of Criminal District Attorney.

3. This Agreement shall be for a period of seven (7) months beginning on **April 1, 2014** and ending on **October 31, 2014.** The Hidalgo County Office of Criminal District Attorney at its sole discretion may elect the option to extend the agreement for an additional sixty (60) days grace period, for the same rates, terms and conditions, at the end of the Agreement term due to any unforeseen delay in any procurement process, unless this Agreement is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Agreement, Consultant shall hold and maintain throughout the term of this Agreement all certifications, licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. As consideration for services of Consultant described herein, County agrees to pay Consultant the sum of EIGHT THOUSAND THREE HUNDRED THIRTY THREE DOLLARS ($8,333.00) for "Professional Consultant Services for Information Technology" per month, payable against written invoice submitted by Consultant, and due no later than 15 days from submission date of invoice.

6. Consultant must comply with all applicable Department and Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Consultant under this Agreement. Notwithstanding the foregoing sentence, Consultant represents and maintains that it is an independent contractor and is not an employee of Department, Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Department, Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Consultant agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

7. Department and Consultant agree that Hidalgo County may terminate this Agreement at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

8. Consultant agrees to provide liability insurance covering its activities in providing the services for Department in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish Department a certificate issued by the insurer that such insurance is in full force and effort.

9. **INDEMNIFICATION: CONSULTANT 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 CONSULTANT UNDER THIS AGREEMENT. SAID INDEMNITY SHALL COVER ANY ACT OR FAILURE TO ACT BY THE CONSULTANT, ITS AGENTS OR EMPLOYEES.**

10. Except as otherwise herein provided, Consultant may not assign the obligations or rights under this contract to any person without the prior written consent of Department.

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

If to Department:

Hidalgo County Office of Criminal District Attorney
Attention: _____
100 N. Closner Rm 303
Edinburg, Texas 78539

If to Consultant:

James R. Wade
4315 Balboa Dr.
Ft. Worth, Texas 78133-5405

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

12. 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.

13. 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 contract.

14. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

15. The execution and performance of this Agreement by Department and Consultant have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Department and Consultant in accordance with its terms.

16. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court or the Department does not appropriate sufficient funds to meet the obligations of Department under this Agreement, County may terminate this Agreement upon thirty (30) days written notice to Consultant. County agrees, however, to use reasonable effort to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provision of Tex.Loc.Govt.Code Ann. Sec. 271.903.

EXECUTED as of the day and year first written above.

HIDALGO COUNTY

By: _____

Ramon Garcia, Hidalgo County Judge

HIDALGO COUNTY CRIMIAL DISTRICT ATTORNEY'S OFFICE

By: _____

Rene Guerra

CONSULTANT:

By: _____

James R. Wade

Approved as to form:

Office of Criminal District Attorney Rene Guerra
100 N. Closner, Room 303
Edinburg, Texas 78539

By: _____

Victor M. Garza, Assistant District Attorney

EXHIBIT "A"

Scope of Services
Hidalgo County
Office of Criminal District Attorney
"Professional Consultant Services for Information Technology"
C – xx-xxx-xx-xx

SCOPE OF SERVICES:

Pursuant to Article 262.024 "The Professional Service Procurement Act", Texas Local Government Code, the County of Hidalgo, Texas, Office of Criminal District Attorney requires the Professional Consultant Services for Information Technology. **The services are on an "As Needed Basis".**

SPECIFICATIONS:

a) Technical support services or elevated technical support from **James R. Wade** shall be provided upon request by an employee of the **Office of Criminal District Attorney**, an employee of the **Hidalgo County Information Technology Department** relative to an existing support request posted to their site or by the **Office of Criminal District Attorney's** designated representative in writing by creating a support ticket on **James R. Wade's** support website http://jrwadeprotech.freshdesk.com/support/home or by email to support@jrwadeprotech.com . Emails sent to the email address provided in paragraph 6 above create a support ticket on the support website listed above. Support request website posts and emails shall include the computer name, user name, phone number and extension and a brief description of the support issue. Screen shots and files should be included by uploading to the support portal and/or attached to the email support request if needed for clear understanding of the issue. **James R. Wade** shall furnish all equipment and materials required to provide Services for Information Technology and technical support.

b) Response time of **James R. Wade,** or his qualified technical representative of equal or higher capabilities, shall be within four business hours from the date and time the email request is received at the support website of **James R. Wade** or before noon on the next business day if the requestor or a substitute representative of the **Office of Criminal District Attorney** is not available or due to the four hour minimum response time falling outside the normal business hours of the **Office of Criminal District Attorney** as defined in paragraph c) below.

c) Normal business hours of the **Office of Criminal District Attorney** and **James R. Wade** are defined as Monday through Friday from 8:00 a.m. to 12:00 noon and from 1:00 p.m. to 5:00 p.m.

d) If the person needing elevated support is not present at the computer when the technical support professional makes the initial response, then **James R. Wade** may respond by email through the **James R. Wade** support portal and said email, if sent within the four hour minimum, will constitute meeting of the minimum response time as defined in paragraph b) above. An appointment for support will then be required to be made by the requesting person and that appointment will be made for the following or a subsequent business day at an agreed upon time also available by **James R. Wade**.

e) **James R. Wade** may be performing work on other projects such as systems and services documentation, knowledge base, policies and procedures documents and work on development of database applications for Civil cases, Asset Forfeitures and Personnel records.

f) **James R. Wade** reserves the right to allocate time himself to those projects as deemed necessary to carry out the priorities of those projects as expressed by the **Office of Criminal District Attorney** in writing. Civil applications which might be included are Mental Commitment Case Tracking, Protective Order Case Tracking, Child Removal Case Tracking, Juvenile Criminal Case Tracking, and Guardianship Case

Tracking. Asset Forfeiture Case Tracking and Employees Records database applications are options for which priorities may be set by the client in writing.

g) All rights to the intellectual property contained in application development including analysis, design, programming code, interface design and database structures are retained by **James R. Wade.** All code, database structure schemas and designs, user interface designs and code, user stories, Microsoft SQL stored procedures, documents and compiled programs developed by **James R. Wade** under this contract remain the property of **James R. Wade** to do with as he desires including licensing, sale or subscription to other entities.

h) Source code for software may be held in escrow by a third party to be chosen by **James R. Wade** to provide such escrow service, if desired by Hidalgo County, at additional cost. Such service would require a separate contract for that service between Hidalgo County and **James R. Wade** and is expressly not included in this contract. This escrow service would be by a company that specializes in software code escrow storage and would protect the **Office of Criminal District Attorney** from loss of access to modifiable code in the event of the death of **James R. Wade.**

i) Services requiring the physical presence of **James R. Wade** in Hidalgo County, at any vendor offices, or at any training location as required by the **Office of Criminal District Attorney** for specified tasks requiring personal, physical presence of **James R. Wade** for training, meetings, hardware or software setup, or any projects requiring the onsite presence of **James R. Wade** may be purchased from **James R. Wade** at a daily rate and shall be at an additional cost, upon prior written approval, of $1200.00 per day in full day units only, which daily rate includes time and all travel expense as described in paragraphs j) through m) below. Purchase of onsite hours shall not reduce the contracted number of hours in each thirty-hour block of time of any month nor diminish the length of this contract. Means of travel is at the discretion of **James R. Wade.** Additional Purchase Orders for onsite days must be received thirty days prior to the onsite services required. It is recommended that a Purchase Order for five days be obtained at the time of execution of this agreement to draw against to provide for any unexpected emergency needs that may arise.

j) If it is possible to travel by highway and arrive at the location desired at the appropriate time on the day required, the onsite days will begin at 9:00 a.m. on the first day onsite services are required. In this case the longer travel times required by highway travel each way are not charged to the client.

k) If travel for onsite services is necessary by air to meet deadlines for which insufficient notice was given for highway travel, the days of both flights to and from the location of the onsite services will be charged as a full day without respect of the amount to time present onsite for those air travel days.

l) Onsite days, except as described in paragraph k) above, consist of six-hour days, with those hours beginning at 9:00 a.m. and continuing until 12:00 noon and then from 1:00 p.m. to 3:00 p.m. All travel expenses are included in the day rate. Air travel to and from the destination always constitutes a full day without respect to the number hours, if any, actually at the onsite location providing services on those days and are billed as a full day.

m) Onsite services which may be obtained by the client from **James R. Wade** include, but are not limited to, support of the applications and projects such as: training of personnel, needs analysis, supervision of networking or VoIP installations, installation and setup of new server operating systems, data migration, deployment of software or images, building of operating system images for deployment, security analysis, disaster recovery, computer forensics, virus or Trojan or system hijacking attacks, meetings with subject matter experts among the client's staff for application design, presentations before County Commissioners' Court, and consulting on Voice over IP, hardware, networking, or software.

AI-43632 **Purchasing Department 22. E. 1.**

CC REGULAR

Meeting Date: 03/25/2014

Submitted For: Hon. Lupe Trevino, HC-Sheriff **Submitted By:** Gricelda Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Acceptance and approval of the final negotiated contract with **LCS Corrections Services, Inc.,** for **"Placement, Housing, Detention and Supervision of Inmates for Hidalgo County"** in both the **"LCS Brooks, LLC (Brooks County)** and **LCS Hidalgo, LLC (La Villa)** Facilities located in South Texas;

B. Requesting rescission of action on Agenda Item #9.T. AI#43546-#2 -CC meeting of 03-18-14 for approval of an inter-local cooperation agreement between Hidalgo & Brooks Counties (as yet not executed by either County) as it is no longer necessary/need given the action taken above and herein.

BACKGROUND

Agreement #C-14-034-03-25-LCS Correction Services, Inc-HCSO (Brooks & La Villa Facilities)

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-423-21-280-002-0-590

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

BUDGETARY IMPACT:

Attachments

C-14-034-03-25-LCS Corrections Svcs Inc-HCSO (Brooks & La Villa Facilities)
LCS Ins Certificate
LCS BAFO at 49.00
legal approved contract
2014-028-Request for Proposals Pdkt
Rescind CC mins 031814-AI 43546 #2

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/21/2014 04:29 PM
Budget & Management	Debbie Tamez	03/21/2014 04:30 PM
Auditor's Office	Monica Badillo	03/21/2014 04:46 PM

Form Started By: Gricelda Villarreal Started On: 03/17/2014 10:27 AM

Final Approval Date: 03/21/2014

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONTRACT FOR HOUSING AND CONFINEMENT OF INMATES
C-14-028-03-25

This Agreement for Services (the "Agreement") is made and entered into by and between ***Hidalgo County, Texas*** (the "County"), a Texas political subdivision, and ***LCS Corrections Services, Inc.*** (the "Contractor"), a Louisiana corporation, effective as of the **25th** day of **March, 2014**.

WHEREAS, the County advertised a request for proposals for the housing, management, supervision and care of inmates as it deems necessary on "an as needed basis" incarcerated or to be incarcerated by the County;

WHEREAS, the Contractor's proposal was found by the Commissioners Court of Hidalgo County to be beneficial and in the best interests of the public safety and welfare of the citizens of the County, and the best proposal received by the County;

WHEREAS, contracting for the housing of inmates at both the ***LCS Brooks, LLC (Brooks County Facility)*** and ***LCS Hidalgo, LLC (*La Villa Facility)**, that will produce material benefits, efficiencies and savings for the County;

WHEREAS, the Sheriff of Hidalgo County, Texas (the "Sheriff") recommended the County advertise for proposals for the housing and confinement of inmates as it deems necessary on "an as needed basis", and has recommended and requested the Commissioners Court to approve this Agreement; and

WHEREAS, the County and the Contractor desire to enter into the Agreement for the Contractor to provide housing and care for certain inmates incarcerated or to be incarcerated by the County;

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants hereinafter contained, and subject to the conditions herein set forth, the parties hereto contract, covenant and agree as follows:

ARTICLE ONE
TERM AND TERMINATION OF AGREEMENT

Section 1.01. Term of Agreement. This Agreement shall be and become effective upon the execution by the County and the Contractor, and subject to all the terms and provisions hereof, the initial term of this Agreement is **two (2) years**, commencing,

April 1, 2014, expiring on **March 31, 2016** (the "Term"). Thereafter, the County shall have the option to extend this Agreement annually as provided in Section 1.02.

Section 1.02. Renewal and Extension. For an additional ten (10) one (1) year periods after expiration of the initial term, the County may, in its sole discretion, extend this Agreement for successive one-year terms, if permitted by then-applicable purchasing laws and regulations. In the event County elects to extend this Agreement beyond the initial Term under Section 1.01, County shall notify Contractor, in writing, of its desire to so extend this Agreement on the same terms and conditions no later than sixty (60) days prior to the expiration of the respective Term, or the renewal term under this Section1.02.

Section 1.03. Termination. Notwithstanding anything to the contrary herein, County may terminate this Agreement without cause on thirty (30) days written notice.

ARTICLE TWO
SPECIFICATION OF FACILITY AND LOCATION

The housing, confinement and detention services described in this Agreement will be provided at the LCS Corrections, Inc. , Texas (the "Facility").

ARTICLE THREE
OPERATION OF THE FACILITY

Section 3.01. Minimum Conditions of Confinement. The Contractor shall operate, manage, supervise and maintain the Facility, and provide for the secure custody, care and safekeeping of inmates of the County at the Facility, in accordance with state and local law, but not limited to the minimum regulations and standards promulgated by the *Texas Commission on Jail Standards* (the "TCJS") In addition to such regulations and standards, the minimum conditions of confinement during the entire period of this Agreement are:

(a) Staffing shall be provided twenty-four (24) hours a day to supervise inmates.

(b) Three (3) meals (including two hot meals) shall be provided per day for County inmates. The meals must meet the nationally recommended dietary allowances published by the *National Academy of Sciences.*

(c) Emergency medical care will be provided for the inmates twenty-four (24) hours per day.

(d) The Contractor will maintain an automatic smoke and fire detection and alarm systems, and shall maintain written policies, procedures and practices regarding fire and other safety emergency standards.

(e) The Contractor will maintain a water supply that is certified to be in compliance with applicable laws and regulations, and the Contractor will maintain a waste disposal program.

Section 3.02. Applicable Standards. The Contractor shall operate and maintain the Facility in accordance with all applicable regulations and standards of the TCJS and this Agreement, and/or variances granted by the TCJS. The physical facility, and the combined services and programs, will meet or exceed the requirements of the TCJS.

Section 3.03. Physical Plant. The Facility will meet or exceed the requirements of the TCJS and the Contractor shall maintain the Facility in compliance with all applicable codes, including, but not limited to, the *National Electric Code, Uniform Plumbing Code, Uniform Mechanical Code, National Fire Protection Association Life Safety Code 101*, and local zoning ordinances applicable to the Facility. The Contractor shall provide written documentation of compliance with these codes upon request of County.

Section 3.04. Food Services. The Contractor will provide food and beverage services in compliance with all the applicable regulations and standards, sanitation and health codes, with menus (planned and reviewed in advance by a registered dietitian or physician) that meet the nationally recommended dietary allowances published by the *National Academy of Sciences*. The Contractor will provide two (2) hot meals daily, and one (1) other meal that need not be hot, with no more than 14 hours elapsed between meals. Special diets shall be available to inmates as prescribed by appropriate medical or dental personnel, and where inmates' religious beliefs require the adherence to universally recognized religious dietary laws.

Section 3.05. Laundry Services. The Contractor shall provide laundry facilities and services to inmates, and be responsible for the issuance of clean clothing, linen, bath and had towels, when each inmate arrives at the Facility. Laundering of linens and clothing shall be in accordance with the Contractor's policies and procedures. Pillows and mattresses shall be sanitized with chemicals approved by *the Texas Department of Health (the "TDH")*, for sanitizing bedding, before being reissued to a newly received inmate.

Section 3.06. Transportation. The Contractor agrees to provide transportation of inmates of County to and from County's Jail and courthouse and the Contractor's facility and if required from the Contractor's facility to *Texas Department of Criminal Justice-ID (the "TDCJ-ID")*, at no additional cost to the County. The Contractor also agrees to provide transportation of County inmates from other sites in the State (where County inmates are currently located) to the Contractors facility at no additional cost to County. In the event the County requires the Contractor to provide transportation to sites other than specified above, the County will reimburse the Contractor for transportation costs

at a mutually agreeable rate per mile or per trip. Such services shall be performed and provided in compliance with the following:

(a) Transportation and escort guard services will be performed, pursuant to policies, procedures and practices established by the Contractor, by armed qualified officers employed by the Contractor, and the Contractor will implement such practices as may be requested by the Sheriff (as used in this Agreement the term Sheriff shall include his authorized deputies, representatives and agents) to enhance specific requirements for security, monitoring, and contraband control;

(b) Upon arrival at the Courthouse, jail facility or TDCJ-ID, transportation and escort guards will turn inmates over to a Deputy Sheriff or authorized agent, only upon presentation by such Deputy or authorized agent of proper law enforcement credentials;

(c) The Contractor will transport inmates to any Courthouse or designated jail facility upon a specific request from the Sheriff who will designate the inmate, the Courthouse or jail facility, and the date the inmate is to be transported;

(d) Each inmate will be restrained in hand cuffs, waist chains and leg irons during transportation.

(e) The Contractor will continue to be liable for the actions of its employees while they are transporting inmates on behalf of the Sheriff. Workers' compensation shall be provided for the Contractor's employees while on duty, including while they are providing transport services.

(f) The Contractor agrees to and shall hold harmless and indemnify the County its elected officials and employees, in their official and individual capacities, from any liability, including third party liability or workers' compensation, arising from the conduct of the Contractor's employees during the course of the transportation of inmates on behalf of the County pursuant to the terms of this Agreement.

(g) The Contractor will provide other transportation for inmates as determined necessary and as agreed upon with the Sheriff.

Section 3.07. <u>Medical Guidelines and Reporting</u>. The Contractor will comply with *Tex. Health and Safety Code*, Sections 85.112, 85.113 and 85.114 including but limited to:

(a) The Contractor will, prior to accepting any of the County's Inmates, develop workplace guidelines that address HIV policies, confidentially, and employee/inmates education programs. The guidelines shall, at a minimum, incorporate the *model workplace guidelines* published by the TDH consistent with state and federal laws and

regulations. The Contractor shall maintain the written policies and guidelines at the Facility; and

(b) The Contractor will, prior to accepting any of County's inmates, develop confidentiality guidelines regarding AIDS and HIV medical information for employees and inmates. These policies shall be consistent with state and federal laws and regulations.

Section 3.08. Health Services. The Contractor shall provide access to basic health care needs by the inmates, who will not be charged and shall not be required by the Contractor to pay their own medical expenses. Medical and basic health care services shall comply with the following provisions:

(a) The per diem rate as set forth in section 4.03 below, covers only routine medical services such as: on-site sick call (when provided by on-site staff), nonprescription program (over the counter/non-legend) and routine drugs and medical supplies. The per diem rate does not cover medical/health care services provided outside of the Facility or by other than Facility staff, prescription or treatments, or surgical, optical, dental care, and does not include the costs associated with any hospitalization of an inmate. The County shall pay the Contractor an amount equal to the amount the Contractor is required to expend for medical services other than those routine medical services provided for under the per diem rate. When it becomes necessary for an inmate to be hospitalized, the Contractor shall contact the County, through its Sheriff or designated representative, as soon as possible (and prior to admission unless the inmate is suffering from a life-threatening condition) to inform the County of the fact that the inmate has been, or is to be, hospitalized and of the nature of the illness or injury that has required the hospitalization.

(b) State certification and licensing requirements shall apply to all health care personnel responsible for dispensing medical services to inmates. The Contractor shall provide and certify all direct care employees in standard first aid procedures and cardiopulmonary resuscitation (CPR).

(c) The Contractor shall have sufficient first aid supplies and equipment adequately maintained at all times to support the overall medical treatment requirements of the assigned inmate population. Medical first aid supplies shall be maintained in accordance with prescribed standards recognized or approved by a licensed, recognized health authority which possess the expertise to evaluate, assess, and determine the potential need or conditions of the required first aid supplies and equipment. The Contractor shall implement a system of inventory management to ensure that first aid equipment and supplies are adequately replaced and replenished.

(d) All costs associated with hospital or health care services provided outside the Facility will be paid directly by the County, or promptly reimbursed to the Contractor.

In the event that a contract with a medical facility/physician exists which allows the Contractor to receive discounted rates, the County shall be charged at that rate for such inmates.

(e) The Contractor shall notify the Sheriff as soon as possible of all emergency medical cases requiring removal of an inmate from the Facility and to obtain prior authorization for removal for all other medical services required.

(f) When an inmate is being transferred to another facility, the inmate will (as applicable) be provided with all of the inmate's remaining prescription medications (if any) that is being held at the facility.

(g) Medical records will be transferred with the inmate so transferred to another facility. It shall be The Contractor's responsibility to obtain and maintain such records for each inmate.

(h) Subject to the following paragraph 3.08 (i), the Contractor will submit invoices for such medical services along with its regular monthly billings for detention services, and such invoices shall be paid on the same terms as the regular monthly billings.

(i) If the hospitalization of an inmate is to be for a duration of more than twenty-four (24) hours, or the cost of any medical care or hospitalization is to exceed $2,000.00, the Contractor has the right to arrange for the hospital or health care provider to bill the County directly for the costs of the hospitalization and/or medical care, rather than the Contractor paying the costs and billing the same to the County. If the hospital or health care provider refuses to bill the County directly, the County shall reimburse the Contractor for such costs within thirty (30) business days of receipt of an invoice from the Contractor which invoice may be delivered personally, by facsimile, by mail or by other reliable courier.

(j) The County will provide the Contractor with medical information for all inmates sought to be transferred to the Contractor's Facility under this Agreement, including information regarding any special medication, diet or exercise regimen applicable to each inmate.

(k) The Contractor is not required to accept or to retain any inmate who is suffering from a chronic or terminal disease or condition, and the County agrees to accept the return of any such inmate upon delivery to its jail or other agreed upon detention or health care facility by the Contractor.

Section 3.09. <u>Recreation and Exercise</u>. The Contractor shall provide adequate physical facilities, equipment, and supplies for a recreation program that meets all applicable regulations and standards of the TCJS.

Section 3.10. Visitation. The Contractor shall provide adequate space for family visitation which area shall include furniture, equipment, and supervision necessary to implement a visitation program that meets all applicable regulations and standards of the TCJS.

Section 3.11. Safety Requirements. The Contractor shall operate and maintain the Facility in compliance with all applicable codes. Such operation and maintenance shall comply with the terms and provisions of this Agreement and the applicable regulations and standards of the TCJS. The Contractor shall further maintain the Facility, adopt and establish safety plans and provide safety reports as follows.

(a) The Facility shall be maintained in compliance with all applicable codes, including, but not limited to, the *National Fire Protection Life Safety Code 101, the National Electric Code, Uniform Plumbing Code, Uniform Mechanical Code*, local ordinances, and the Texas Commission on Jail Standards, relative to safety;

(b) The Contractor will establish an emergency fire plan and written procedures for the safe evacuation of inmates and staff. Each new inmate shall be briefed on evacuation procedures during admission. Written emergency fire exit plans shall be posted in all major meeting rooms, dining rooms, hallways, and living areas; and

(c) The Contractor shall complete an injury report as provided in the event that any injury to an inmate results in one (1) full day's loss of work or programmatic activity, and/or that results in medical treatment, provided that first aid treatment shall not be deemed medical treatment. The Contractor shall complete an injury report and shall forward it to the Sheriff's designated representative within twenty-four (24) hours following said injury.

Section 3.12. Inmate Correspondence. The Contractor shall handle inmate correspondence in accordance with all applicable regulations and standards of the TCJS.

Section 3.13. Inmate Funds. The Contractor shall have written policies and procedures governing the operations of any fund established for the inmates. These funds shall be held by the Contractor and shall be controlled consistent with generally accepted accounting principles.

Section 3.14. Religious Services. The Contractor shall cause religious services to be conducted for inmates in accordance with the standards set by the TCJS. Participation in religious services shall be voluntary for all inmates.

Section 3.15. Security. The Contractor shall provide adequate security with respect to the inmates in accordance with all requirements of this Agreement and the applicable regulations and standards by TCJS. As part of such security program, the Contractor will comply with the following census and reporting requirements:

(a) The Contractor will develop, implement and document a daily system for physically counting all inmates assigned to the Facility, assuring strict accountability for inmates and that at least one (1) inmate count occurs per shift; and

(b) The Contractor will notify the Sheriff immediately whenever an inmate is involved in an escape, attempted escape, or conspiracy to escape from the facility.

Section 3.16. Programs. The Contractor shall provide programming to meet the needs of the inmate population as requested by the Sheriff. Programs may include but not be limited to educational, counseling, substance abuse education, and case management. The per diem rate set forth in Section 4.03 below, only covers basic custodial care and supervision and does not include any special educational, vocational or other programs. The parties may agree by a written amendment to this Agreement, or by separate agreement, for the provision of special programs on terms mutually agreed to by the parties. The Contractor may, at no cost to the County and not inconsistent with the applicable regulations and standards of the TCJS and the purposes of this Agreement, provide special programs for the inmates, and permit or require selected inmates to participate in selected programs provided in other segments of the Facility.

Section 3.17. Receiving and Discharging. The Contractor agrees to accept and release inmates only to authorized persons, in compliance with the following:

(a) The Contractor shall accept inmates presented by the Sheriff, only upon presentation by the officer of proper law enforcement credentials;

(b) The Contractor agrees to release inmates only to law enforcement officers of agencies authorized by the Sheriff or to a Deputy Sheriff. Those inmates who are remanded to custody by the Sheriff may only be released to Sheriff, or an agent specified by the Sheriff; and

(c) Inmates may not be released from the facility or placed in the custody of any federal, state or local official other than the Sheriff for any reason except for medical emergency situations, a court order, or authorization by the Sheriff.

Section 3.18. Disciplinary Procedures. The Contractor shall establish written "Disciplinary Procedures", to include the processing of violations and graduated sanctions that may be imposed. Each inmate shall be informed of the disciplinary procedures and provided with a copy of the same upon admission. The Contractor shall maintain a master file of all discipline reports and actions taken, and shall provide the Sheriff with a copy of each report in the event an inmate commits a violation.

Section 3.19. Grievance Procedures. The Contractor shall establish written grievance procedures, which procedure shall be provided to all inmates upon admission. At a minimum, the procedure shall utilize a two-step process and shall conform to the applicable regulations and standards of the TCJS. The Contractor shall maintain a master file of all grievances filed and the actions taken.

Section 3.20. Use of Force. The Contractor shall establish written procedures governing the use of force against inmates. This procedure shall conform to all applicable regulations and standards of the TCJS. The Contractor shall maintain a master file of all incidents that occur.

Section 3.21. Inspection and Technical Assistance. The Contractor agrees that periodic inspections of the Facility by the Sheriff. Findings of the inspection will be shared with the Contractor in order to promote improvements to facility operations, conditions of confinement and services levels.

Section 3.22. Access to Books and Records. The Contractor agrees to maintain and make available for inspection, audit or reproduction by County, the TCJS and/or their employees, attorneys, agents and/or independent auditors, all books, documents and other records pertaining to the services provided hereunder, and/or to the sums billed by the Contractor. Such records shall be maintained by the Contractor for at least three (3) years following termination of this Agreement, and thereafter until any pending audit or litigation and all questions arising there from and involving this Agreement or such records has been finally resolved.

ARTICLE IV
CONTRACTOR'S RESERVATION OF BEDS AND PAYMENT

Section 4.01. Contractor's Right to House Inmates. The Contractor hereby reserves up to four hundred fifty-six (456) inmate beds in the Facility for County to utilize at any time during the Term of this Agreement on a space available basis, and County agrees to pay the per diem rate specified in Section 4.03 below for the housing and care of such inmates, and the detention services to be provided by the Contractor pursuant to this Agreement. The foregoing notwithstanding, the County shall only be required to pay for inmates actually housed at the Facility. The term "County Inmates" as used herein include only inmates being held by the County, or sentenced by courts of the County, or being held in the County by reason of their residence in the County; it does not, however, include inmates coming from other counties, states or federal jurisdictions or agencies.

Section 4.02. Scheduling of Usage. The Contractor and the Sheriff shall develop a mutually agreeable schedule for the assignment of inmates to the Facility during the Term of this Agreement, and any renewals or extensions thereof. The Sheriff may, at

his discretion and subject to section 4.01 above, assign as many inmates to the Facility "on an as needed basis", as he shall determine without special arrangement or notice, and the Contractor shall accept, house and provide services to such inmates pursuant to this Agreement.

Section 4.03. Per Diem Rate. The per diem rate for the actual housing and care of County inmates on **"an as needed basis"** and related detention and transportation services specified in this Agreement is **forty-nine dollars ($49.00) per inmate, per day**. This rate covers one inmate/bed per day. A portion of any day shall count as an inmate day under this Agreement, except that the County shall not be billed for two days when an inmate is admitted one evening and removed the following morning. In that situation, the Contractor will bill for the day of arrival, but not for the day of departure.

Section 4.04. Billing Procedure. The Contractor shall submit an itemized invoice for the services provided hereunder (together with an invoice for any reimbursable medical expenses as set forth in Section 3.08(h) above) each month to the County, in arrears. Invoices will be submitted to the Sheriff of the County designated to receive the same on behalf of the County. The County shall make payments to the Contractor within thirty (30) days after receipt of the invoice. Payment shall be made payable to: **LCS Corrections Services, Inc.,** and shall be delivered as the address set forth in section 6.04 below.

Section 4.05. Regulation of Maximum Occupancy. Nothing herein shall create any obligation upon the Contractor to house the County's inmates where the housing of said inmates will raise the population of the Facility above the permissible number of inmates allowed by law, or will create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and inmates at the Contractor's Facility, or result in possible violation of the constitutional rights of the inmates housed at the Facility. At any time that the Contractor determines that a condition exists at the Contractor's Facility necessitating the removal of any of the inmates, or any specified number thereof, the Contractor shall following at least eight (8) hours prior notice to the Sheriff (unless a different deadline is agreed to by the parties) return said inmate to the County.

Section 4.06. Inmate Eligibility. The only inmates eligible for incarceration in the Facility pursuant to this Agreement are male inmates that are classified in accordance with the custody level of the assigned Facility in accordance with the custody level of the Facility in accordance with the applicable regulations and standards of the TCJS and meeting the classification requirements for the facility beds as described in the TCJS Manual, Chapter 271, "Objective Jail Classification Manual".

All inmates proposed by the County to be transferred to the Contractor's Facility under this Agreement must meet the eligibility requirements set forth above. Inmates shall

not (1) have a history of escape or attempted escape from custody; (2) be in need of psychiatric care or have a history of mental illness; and (3) shall not require chronic health care needs (to include but not limited to those inmates known by the County to have an unstable cardiac condition, those requiring renal dialysis, those known to have an infectious disease, those known to be HIV positive or diagnosed as having Acquired Immune Deficiency Syndrome (AIDS), or those known to have unresolved orthopedic problems and those known to be unstable diabetics).

Prior to the Contractor receiving inmates for transportation by the Facility, the County shall furnish the following: (1) complete information and documentation relating to the inmate's case history; (2) all the inmate's records concerning classification, including conduct records; (3) medical and clinical records, including certification of tuberculosis screening or treatment; and (4) any information necessary to advise the Contractor in regard to any special medication, diet or special exercise regimen requirements applicable to each prospective inmate.

Section 4.07. Continuing Reservation Regarding Inmates. The Contractor reserves the right for its designated representative to review the background of all inmates sought to be transferred to the Facility, and the County shall cooperate with and provide information requested regarding any inmate by the Contractor. The Contractor reserves the right to refuse, for good cause, acceptance of any inmate. Likewise, if any inmate's behavior, medical or psychological condition, or other circumstance of reasonable concern to the Contractor makes the inmate unacceptable for continued incarceration in the Facility in the opinion of the Contractor, the Contractor shall provide at least eight (8) hours prior notice to the Sheriff (unless a different deadline is agreed to by the parties) return said inmate, to the County. Inmates may also be removed from the Facility when their classification changes for any purpose, including long-term medical segregation.

Section 4.08. Inmate Sentences. The Contractor shall not be in charge of, or responsible for, the computation or processing of inmates' time of confinement, including, but not limited to, computation of good time awards/credits and discharge dates. All such computations and record keeping shall continue to be the responsibility of the County. It shall be the responsibility of the County to notify the Contractor of any discharge date for an inmate at least ten (10) days before such date. The Contractor will release inmates of the County only when such release is specifically requested in writing by the Sheriff. However, it is agreed that the preferred and usual course of dealing between the parties shall be for the Contractor to transport and return inmates to the County shortly before their discharge date, and for the County to discharge the inmate from its own facility. The County accepts the responsibility for the calculations and determinations set forth above and for giving the Contractor notice of the same. The County is responsible for all paperwork and arrangements for inmates to be transferred to the TDCJ-ID.

ARTICLE V.
INSURANCE AND INDEMNIFICATION

Section 5.01. Indemnification. The Contractor hereby agrees to indemnify and hold the County and its agents, elected officials officers and employees harmless from all costs, claims, expenses, and liabilities (including attorney's fees) whatsoever that may be incurred by the County, its agents, elected officials officers or employees, arising from any and all acts done or omitted to be done by the Contractor, or Contractor's employees, agents, subcontractors or assigns in connection with the operation of the Facility or the provision of service by the Contractor pursuant to this Agreement and from any and all claims or causes of action that may be brought by any third party by reason of or pursuant to this Agreement; provided that this section shall not be construed as creating any right, cause of action, claim, of waiver or estoppels for or on behalf of any third party nor shall it be construed as a waiver or modification of the availability of the defense of governmental immunity or any other legal defense available to either the Contractor or County.

Section 5.02. Contractor to Provide Defense. In case any action or proceeding is brought against County regarding any claim or matter referenced in the foregoing section, County shall provide immediate notice to the Contractor and the Contractor shall defend against such action by counsel reasonably satisfactory to the County, unless such action or proceeding is defended against by counsel for any carrier of liability insurance provided for herein. The aforementioned indemnification shall not be affected by a claim that negligence of County or its respective agents, employees, or licensees contributed in part to the loss or damage indemnified against. The County shall have the right to utilize separate counsel, to participate in the investigation and defense of any such claims, the fees and expenses of such counsel shall be paid by the County unless the employment of such counsel has been previously authorized in writing by the Contractor.

Section 5.03. Waiver and Releases. Neither the Contractor nor the County shall waive, release, or otherwise forfeit any possible defense that the Contractor or the County may have regarding any claim arising from or made in connection with the operation of the Facility by Contractor, without the written consent of the other party to this Agreement; provided that the Contractor shall have authority to compromise and settle any claim for monetary consideration only, for which the Contractor is indemnifying the County. The County and the Contractor shall preserve all such available defenses and cooperate with each other to make such defenses available for each other's benefit to the maximum extent allowed by law, including any defenses County may have regarding litigation, losses, and costs resulting from claims or litigation pending at the time this Agreement becomes effective or arising thereafter from occurrences prior to the effective date of this Agreement.

Section 5.04. Insurance. The Contractor shall secure and maintain in effect, or shall cause to be secured and maintained, an insurance policy or policies providing (i) coverage against all claims arising from the services performed under the Agreement; and (ii) coverage to protect the County from actions by third parties against the Contractor as a result of this Agreement. The insurance policy, or policies, required by this section shall be for not less than any limits of liability specified herein, or required by law, whichever is greater, and shall include coverage for the Contractor hereunder. The County shall be named as an additional insured on each such insurance policy.

Section 5.05. Additional Insurance. The Contractor shall continuously maintain such accident, general liability, worker's compensation, and automobile insurance, as required by law, to include protecting the Contractor, its officers, employees, and agents from and against any and all liability caused by or arising out of any aspect of the operation of the Facility and the furnishing of services pursuant to this Agreement, including the payment of damages and attorney's fees. The Contractor shall provide proof of insurance coverage to County upon request.

Section 5.06. Coverage Amounts. The general liability and automotive insurance and coverage shall be maintained in an amount that is not less than $1,000,000 per occurrence and $2,000,000 general aggregate. The Contractor shall further maintain statutory worker's compensation insurance in the statutory amounts.

ARTICLE VI.
GENERAL PROVISIONS

Section 6.01. County Liability. To the extent permitted by applicable law, the County shall be fully responsible and liable for all suits, claims, damages, losses, or expenses, including reasonable attorney's fees, arising out of County performance or nonperformance of the services and duties herein stated in regard to duties herein assigned to the County, and specifically excluding the actual transportation or incarceration of inmates by the Contractor. County retains full liability for each inmate until that inmate has been received by the Contractor at the County's facility for transportation, holding and incarceration of inmates by the Contractor, and again after the Contractor has returned and delivered the inmate back to the County.

Section 6.02. Contractor Liability. The Contractor shall be fully responsible and liable for all suits, claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of the Contractor's performance or nonperformance of the services and duties herein stated, in regard to the actual transportation, holding and incarceration of inmates by the Contractor.

Section 6.03. Binding Agreement. This Agreement is contractual and is binding upon the parties hereto and their successors, assigns and representatives in accordance with and subject to all the terms and conditions hereof.

Section 6.04. Notices. All notices, demands, and other writings may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following addresses:

To The Contractor:
LCS CORRECTION SERVICES
LCS Brooks, LLC and LCS Hidalgo, LLC
R. Michael Magee, Gov't Relations & Standards and
Javier Aleman, Warden (Brooks)
100-D Williams O. Stutes Street
Lafayette, LA 70506-3011

To County:
Hidalgo County, Texas
Attention: Judge Ramon Garcia
Hidalgo County Judge's Office
302 W. University Drive
Edinburg, Texas 78539

with a copy to:
Hidalgo County Sheriff's Office
711 El Cibolo Road
P. O. Box 1228
Edinburg, Texas 78540

The address to which any notice, demand or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

Section 6.05. Amendment. This Agreement shall not be modified or amended except by a written instrument executed by the duty authorized representatives of both parties and approved by Commissioners Court of the County.

Section 6.06. Prior Agreements. Except as expressly provided in this Section, this Agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein, and no prior agreement or understanding pertaining to any such matter shall be effective. The preceding sentence to the contrary notwithstanding, the provisions of County's Request for Proposals issued January 21, 2014, (Proposal No. 2014-028-00-00) (the "Proposal"), consisting of 52 consecutively numbered pages and Contractor's response dated January 29, 2014 (the "Response") are incorporated herein by reference. Unless expressly indicated to the contrary in this Agreement, and in the event of a conflict between or among this Agreement and the Proposal and Response, the terms and conditions of the Proposal shall govern. The representations and warranties of the Contractor as contained in the Response are hereby reaffirmed by the Contractor as of the date of this Agreement.

Section 6.07. Funding Sources. The County represents that it has current funds available sufficient to meet its obligations pursuant to this Agreement through the remainder of this fiscal year.

Section 6.08. Non-Appropriation of Funds 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.

Section 6.09. Assignment. The Contractor may assign the revenues and payments payable by the County pursuant to this Agreement. The Contractor may not assign its rights, title and interest in and to this Agreement and any documents executed with respect to this Agreement and/or grant or assign a security interest in this Agreement. Any such assignees shall have all of the rights of the Contractor under this Agreement. Subject to the foregoing, this Agreement inures to the benefit of and is binding upon the, successors and assigns of the parties hereto. Upon assignment of the Contractor's interests herein, the Contractor will cause written notice of such assignment to be sent to the County which will be sufficient if it discloses the name of the assignee, the interest assigned and the address to which further payments hereunder should be made.

Section 6.10. Section Headings. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

Section 6.11. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF TEXAS. VENUE SHALL LIE EXCLUSIVELY IN HIDALGO COUNTY, TEXAS. THE PARTIES CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

Section 6.12. Severability. In the event any one or more of the sections, provisions or clauses contained herein 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 of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

Section 6.13. Counterparts. This Agreement may be executed in duplicate original counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one in the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their respective duly authorized representatives on this the _____day of _____, 2014.

LCS Corrections Services, Inc.

By: _____
Print Name: _____
LCS Corrections Services, Inc.
Authorized Signature

HIDALGO COUNTY, TEXAS

By:_____
Ramon Garcia, Hidalgo County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr.
Hidalgo County Clerk

APPROVED:
Approved As to Form:

By: _____
Atlas, Hall and Rodriguez, LLP

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/31/2013

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).

RECEIVED JAN 10 2013 By

PRODUCER	CONTACT NAME:
Marsh USA Inc. 701 Poydras Street, Suite 4125 neworleans.certrequest@marsh.com New Orleans, LA 70139 972022-LCS-CAS-13-14	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
LCS Corrections Services, Inc. Attn: Mr. Richard Harbison 100-D William O. Stutes St. Lafayette, LA 70506-3011	INSURER A : Aspen Specialty Insurance Company	10717
	INSURER B : National Union Fire Insurance Co. of PA	19445
	INSURER C : Insurance Company Of The State Of PA	19429
	INSURER D : Ironshore Specialty Ins. Company	25445
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** HOU-001867439-10 **REVISION NUMBER:** 0

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 X SIR $150,000 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC			CRA946F13	12/31/2013	12/31/2014	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 $ 50,000 $ EXCLUDED $ 1,000,000 $ 5,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS			CA4576428	12/31/2013	12/31/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			CXA9AGL13	12/31/2013	12/31/2014	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC038238298	12/31/2013	12/31/2014	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
D	Health Care - Prof. Liability SIR - $150,000			000884404	12/31/2013	12/31/2014	Aggregate Limit Each Medical Incident	2,000,000 1,000,000

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

CERTIFICATE HOLDER

Hidalgo County Purchasing Dept.
Attn: Leticia Saenz
2802 South Business Hwy. 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

James Laborde James T. Laborde

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Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

To: Mr. Michael Magee, Vice President
LCS Corrections Services Inc..

Via email: michael.magee@lcscorrections.com

From: Martha L. Salazar, Purchasing Agent
Hidalgo County Purchasing Department
C/O Cris, Ayala, Buyer III

Date: March 17, 2014

Re: Final Negotiations Meeting - RFP- 2014-028-02-14CGA-"Placement, Housing, Detention and Supervision of Hidalgo County Inmates", project.

Pursuant to action taken at a meeting held this morning, be advised that your firm/company agreed to enter into negotiations in effort to successfully draft a final contract for presentation to Hidalgo County Commissioner's Court members for review and action for the above reference project.

Based on the discussions and negotiations held today at the Hidalgo County Purchasing Department Conference Room between Hidalgo County Sheriff's Department and representatives for LCS Corrections Services, Inc., (Mr. Michael Magee, Mr. Rudy Sanchez, Warden for La Villa and Mr. Javier Aleman, Warden for Brooks Co.) we request that you submit a best and final offer for the scope of work as stated in the RFP submitted, no later than 3:00 p.m. on Wednesday, March 19, 2014.

Your Best and Final Offer (BAFO) of $49.00 per diem rate will be presented at the next scheduled Commissioner Court meeting. Thereafter, we will notify you of their action.

- **We, LCS, agree to the Best and Final Offer in the amount of $** 49.00 **(per diem rate, per inmate)** ON A SPACE AVAILABLE BASIS.

We ask that you approve by signing below acknowledgment of receipt with commitment to submit by deadline and return via email to: cris.ayala@co.hidalgo.tx.us, or via fax to (956) 292-7612.

Signed: R. Magee

Printed Name: R. Michael MAGEE

Title: VICE PRESIDENT

Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: Revised-Review & Approve Contract# C-14-028-03-25-LCS CORRECTIONS SERVCIES, INC. - (BROOKS & LA VILLA FACILITIES) -HC SHERIFF'S OFFICE

From : Steve Crain <scrain@atlashall.com> Fri, Mar 21, 2014 04:39 PM

Subject : RE: Revised-Review & Approve Contract# C-14-028-03-25-LCS CORRECTIONS SERVCIES, INC. - (BROOKS & LA VILLA FACILITIES) -HC SHERIFF'S OFFICE

1 attachment

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

Thanks. Good to go.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Friday, March 21, 2014 4:31 PM
To: Steve Crain
Cc: Cris Ayala
Subject: Re: Revised-Review & Approve Contract# C-14-028-03-25-LCS CORRECTIONS SERVCIES, INC. - (BROOKS & LA VILLA FACILITIES) -HC SHERIFF'S OFFICE
Importance: High

Mr. Crain
Attached, is draft in word format. Will this help?..

Please advise.

Thanks.

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P*(956) 318-2626* ***F****(956) 318-2629*
Email: *leticia.saenz@co.hidalgo.tx.us*

...DON'T WORRY...BE HAPPY...

From: "Steve Crain" <scrain@atlashall.com>
To: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>

Sent: Friday, March 21, 2014 4:19:49 PM
Subject: RE: Revised-Review & Approve Contract# C-14-028-03-25-LCS CORRECTIONS SERVCIES, INC. - (BROOKS & LA VILLA FACILITIES) -HC SHERIFF'S OFFICE

Can you give me a red line of the changes? Thanks.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Friday, March 21, 2014 3:59 PM
To: Stephen L. Crain; Marynel Trevino
Cc: Darlene H. Betancourt; Cris Ayala
Subject: Re: Revised-Review & Approve Contract# C-14-028-03-25-LCS CORRECTIONS SERVCIES, INC. - (BROOKS & LA VILLA FACILITIES) -HC SHERIFF'S OFFICE
Importance: High

Mr. Crain-

This agreement will be for both facilities "La Villa" and "Brooks County"

Please review and approve as to form, attached hereto, revised agreement# C-14-066-03-25 with LCS Corrections Services, Inc.

Please advise.

Thank you.

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P*(956) 318-2626* ***F****(956) 318-2629*
Email: *leticia.saenz@co.hidalgo.tx.us*

...DON'T WORRY...BE HAPPY...

From: "Stephen L. Crain" <scrain@atlashall.com>
To: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
Sent: Friday, March 21, 2014 8:20:01 AM
Subject: FW: Review & Approve Contract# C-14-028-03-25-LCS CORRECTIONS SERVCIES, INC. - (BROOKS & LA VILLA FACILITIES) -HC SHERIFF'S OFFICE

Good Morning Letty:

See the attached pdf document with Mr. Crain's proposed changes. If you have any questions, please call our office.

Thank you,
Abundant Blessings
Marynel

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Thursday, March 20, 2014 5:35 PM
To: Steve Crain; Marynel Trevino
Cc: Martha Salazar; Darlene H. Betancourt; Cris Ayala
Subject: Review & Approve Contract# C-14-028-03-25-LCS CORRECTIONS SERVCIES, INC. - (BROOKS & LA VILLA FACILITIES) -HC SHERIFF'S OFFICE
Importance: High

Good afternoon, Mr. Crain-

Please review and approve as to form, attached hereto, *Contract#C-14-028-03-25 - LCS*

Corrections Services, Inc. (Brooks & La Villa Facilities) for the *"Housing of Inmates"* for the *Sheriff's Office.*

***Note-to be placed on the next CC agenda for final approval.*

Please advise.

Thanks.

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P*(956) 318-2626* ***F****(956) 318-2629*
Email: *leticia.saenz@co.hidalgo.tx.us*

...DON'T WORRY...BE HAPPY...

image001.jpg
825 B

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

January 21, 2014

Re: **HIDALGO COUNTY**
Request For Proposals - **"Placement, Housing, Detention and Supervision of Hidalgo County Inmates"**
RFP No: 2014-028-02-12-CGA

Dear Respondents:

Enclosed please find a Request for Proposals (RFP) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFP process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/cga

Enclosures

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR PROPOSALS (RFP) CHECKLIST

HIDALGO COUNTY

"Placement, Housing, Detention and Supervision of Hidalgo County Inmates"

RFP No: 2014-028-02-12-CGA

1. **Request For Proposals Letter.**
2. **Request for Proposals, Legal Notice, consisting of 9 pages.**
3. **Requirements, Exhibit A, consisting of 9 pages.**
4. **Evaluation Criteria, Exhibit B, consisting of 3 pages.**
5. **Insurance Requirements, Exhibit C, consisting of 3 pages.**
6. **Conflict of Interest Questionnaire (CIQ), Exhibit D, consisting of 1 page.**
7. **Participant's Affidavit, Exhibit E, consisting of 1 page.**
8. **Vendor Application and Request for Taxpayers Identifications Number (W-9) form, consisting of 6 pages.**
9. **Certification Regarding Debarment, consisting of 1 page.**
10. **Draft Contract for Services, consisting of 16 pages.**

The above mentioned items shall be found in the Request for Proposals (RFP) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L Salazar

Martha L. Salazar, CPPB, Purchasing Agent

January 21, 2014
Date

RFP NO: 2014-028-2-12CGA	BUYER III: Gricelda (Cris) Ayala	Tel. No: (956) 318-2626

REQUEST FOR PROPOSALS

Hidalgo County
Edinburg, Texas

"PLACEMENT, HOUSING, DETENTION AND SUPERVISION OF HIDALGO COUNTY INMATES"
(NIGP-Code: 952-94)

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

(956) 318-2626 Form HCPD-04

1. Sealed proposals will be received for **"Placement, Housing, Detention and Supervision of Hidalgo County Inmates",** in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.

2. One (1) original and seven (7) copies of all RFPs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFP NO: 2014-028-02-12CGA- Placement, Housing, Detention and Supervision of Hidalgo County Inmates"** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, February 12, 2014.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP 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: RFP NO: 2014-028-02-12CGA- Placement, Housing, Detention and Supervision of Hidalgo County Inmates".

   WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to: cris.ayala@co.hidalgo.tx.us BY NO LATER THAN Wednesday, **January 29, 2014** at 5:00 p.m. Responses will be sent to all applicants by Friday, **January 31, 2014**. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

   Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County 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 proposer, or to reject all proposals and re-advertise.

5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.

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, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.

9. Any interpretations, amendments, corrections or changes to this proposal 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 Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.

10. County reserves the right to accept or reject any or all proposals.

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 proposal 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 card 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 of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS: (If applicable)

. No deliveries accepted after 3:00 P.M., Monday-Friday.

. At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.

. If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

. Invoices must include:
a) Name and address of successful proposer
b) Name and address of receiving department or official
c) Purchase Order Number and Contract Number (if any)
d) Notation – "**Placement, Housing, Detention and Supervision of Hidalgo County Inmates"**
e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, County Auditor
2802 S. Business Hwy. 281
Edinburg, TX 78539
956-318-2511

17. Schedule of Events

Projected Proposal Opening, 9:30 A.M.,	**February 12, 2014**
Project/Anticipated Award Date:	**_____, 2014**
Commence Work or Deliver Products	**_____, 2014**

18. ~~Bid or Performance Bond and~~ **Debarment Certification**~~; Payment Under Contract:~~

~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

All participants are required to furnish a certification or acknowledgment

stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

. ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer 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 therefor pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest:

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer 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 complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

21. If, during the life of any contract or proposal awarded, the successful proposer'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. Proposals, 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 Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

    - Possess or is able to obtain adequate financial resources as required to perform under the proposal;
    - 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 proposer 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 and benefits as required by Federal or State law. Successful

proposers' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

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 proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the requirements.

27. Successful proposer 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 proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer 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 proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

28. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval Items found to be defective or not meeting specifications shall be replaced by successful proposer 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 proposer 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.

31. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

32. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

REQUEST FOR PROPOSAL
Hidalgo County Sheriff's Department

"Placement, Housing, Detention and Supervision of Hidalgo County Inmates"
RFP NO: 2014-028-02-12-CGA

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer:_____

Address:_____

_____

_____

By:_____

Printed Name:_____

EXHIBIT "A"

SCOPE OF SERVICES/REQUIREMENTS
REQUEST FOR PROPOSALS

Hidalgo County Sheriff's Department

"PLACEMENT, HOUSING, DETENTION AND SUPERVISION OF HIDALGO COUNTY INMATES"

RFP: 2014-028-02-12CGA

(NIGP-Code: 952-94)

OVERVIEW:
Hidalgo County is requesting sealed proposals from interested and qualified firms to provide professional management services for **"Placement, Housing, Detention and Supervision of Hidalgo County Inmates".** The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of **"Placement, Housing, Detention and Supervision of Hidalgo County Inmates"** as specified herein. Sealed Proposals will be accepted until **9:30 A.M., February 12, 2014. ANY PROPOSALS RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

The Submittal Sealed Envelope and/or Sealed Packet Must Show the RFP Number, Name and Acceptance Date.

The following outlines the Request for Proposal:

Deliver Submittal to:

RFP No: 2014-028-02-12CGA

US Postal Mail Address:	**Physical Address**:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

SECTION I

GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:
Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, , Attn: Cris Ayala, via email to: cris.ayala@co.hidalgo.tx.us; 2802 S Hwy Bus Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE (956)292-7612 OR VIA E-MAIL TO: cris.ayala@co.hidalgo.tx.us BY NO LATER THAN, **Wednesday, January 29, 2014 by 5:00 P.M.** Responses will be sent to all applicants via e-mail by no later than, **Friday, January 31, 2014 by 5:00 P.M. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**.

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the

County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **EXHIBIT D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the 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 complete CIQ forms to the Hidalgo County Clerk's Office located at 100 North Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PARTICIPANT.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit "E")** certifying that the submission is: (1) not the result of Collusion as described in the Proposer's Affidavit; (2) that the Respondent does not have a Conflict of Interest as described in Proposer's Affidavit; or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-COLLUSION:
Submitters, by submitting the signed Participant's Affidavit (Exhibit E), certify that the accompanying submission is not the result of , or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County's Purchasing Department **will not** accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from

other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the Purchasing Department not less than seventy-two (72) hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

PROPOSAL DELIVERY:
Hidalgo County requires submitters, when hand delivering RFP to make sure that it is stamped with time and date by the County Purchasing Staff.

SIGNING OF PROPOSAL:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink**.

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF CONTRACT:
The contract will be for a period of two (2) years with the county's option to renew for ten (10) additional one (1) year terms, at the same rates, terms and conditions. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day Grace Period at the end of the contract under the same rates, terms and conditions.

DAVIS BACON ACT: (If applicable)
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II- SCOPE OF SERVICES/REQUIREMENTS

REQUEST FOR PROPOSALS
The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP.

RFP SUBMISSION:
A total of one (1) original and seven (7) copies response shall be submitted to: Martha L. Salazar, Purchasing Agent, Hidalgo County Purchasing Department, 2812 So. Business Hwy 281, New

Administration Building, Edinburg, Texas 78539 by **no later than 9:30 a.m. on Wednesday, February 12, 2014.**

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent firm(s), registered and licensed (if applicable) for the services being requested in the RFP and/or do business in the State of Texas, who has experience in, but not limited to:

A. Firm must have experience in the field related to supervision and management of Correctional Institutions.

B. Firm must be knowledgeable with local, state and federal laws governing the incarceration of inmates;

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any licenses and certifications as required by HIDALGO COUNTY, the STATE OF TEXAS, etc. **The Proposer(s) should add copies of their Professional Liability Insurance in the response.**

PROJECT OVERVIEW:
The County of Hidalgo is seeking proposals for placement, housing, detention and supervision for up to 300 inmates, within a 500 mile radius of Hidalgo County. Services will include, but not be limited to, the provisions for secure custody, transportation, health care, meals, and clothing, on a per diem basis per inmate. These services will comply with all applicable regulations and standards established by the Texas Commission on Jail Standards (the “Commission”) and the Hidalgo County Sheriff. Hidalgo County reserves the right to extend the contract for an additional ten (10) years based on prior year’s performance evaluation and contingent upon proposed cost.

Eligibility for incarceration at facility under contractor's agreement are inmates that are classified in accordance with custody level of the assigned facility in accordance with the Texas Commission on Jail Standards (the "Commission").

HOUSING AND CARE OF INMATES:
Contractor will provide secure custody, care and safekeeping of inmates of the County in accordance with applicable regulations and standards established by the Texas Commission on Jail Standards. Contractor will provide housing, care, meals and routine medical services for such inmates on the same basis as Hidalgo County provides for its own inmates confined in its own jail subject to the terms and conditions of this Agreement.

MEDICAL SERVICES;
The per diem rate under this agreement covers only routine medical services such as:

On-site sick call (when provided by on-site staff), non-prescription (over-the counter/non-legend) and routine drugs and medical supplies. The per diem rate does not cover medical/health care services provided outside of the Contractor's facility or by other than facility staff, prescription drugs or treatments, or surgical, optical, dental care and does not include the costs associated with any hospitalization of an inmate. The County shall pay the contractor an amount equal to the amount the Contractor is required to expend for medical services other than those routine medical services provided for by the per diem rate. When it becomes necessary for an inmate to be hospitalized, the Contractor shall contact the County, through its Sheriff or designated representative, as soon as possible to inform the County of the fact that the inmate has been, or is to be, hospitalized and of the nature of the illness or injury that has required the hospitalization. Contractor will use its best efforts to obtain the lowest available price for reimbursable expenses; provided, however, that contractor's obligation to obtain the lowest available price shall not in any way diminish or excuse Contractor from seeking and/or providing medical care or supplies necessary to protect the health, safety and well-being of any inmate under Contractor's custody and control.

The Contractor shall submit invoices for such medical services along with its regular monthly billings for detention services, and such invoices shall be paid on the same terms as the regular monthly billings.

It is understood and agreed that if the hospitalization of inmate is to be for the duration of more than 24 hours, or the cost of any medical care or hospitalization is to exceed $2,000.00, the Contractor has the right to arrange for the hospital or health care provider. If the hospital or health care provider refuses to bill the County directly, the County shall reimburse the Contractor.

MEDICAL INFORMATION:
The County shall provide the Contractor with medical information for all inmates sought to be transferred to the Contractor's facility, including information regarding any special medication, diet or exercise regimen applicable to each inmate.

TRANSPORTATION / OFF-SITE SECURITY:

a. Contractor agrees to provide transportation of inmates of County to and from the Hidalgo County Jail and/or courthouse and Contractor's facility and if required from Contractors facility to Texas Department of Criminal Justice-ID at no additional cost to the County.

b. The Contractor agrees to provide transportation of County inmates from other sites in the State where County inmates are currently located to the Contractors facility at no additional cost to County.

c. In the event the County requests the Contractor to provide transportation to sites other than specified above, the County agrees to reimburse the Contractor for transportation costs at a mutually agreeable rate per mile/trip, as specifies in the contract.

PER DIEM RATE:
The per diem rate for detention services and transportation specified per inmate per day. (This rate covers one inmate per day up to 300 inmates.)

BILLING PROCEDURE:
Contractor shall submit an itemized invoice for the services provided each month to the County, in arrears. Invoices will be submitted to the officer of the County designated to receive the same on behalf of the County. The County shall make payments to the Contractor within thirty (30) days after receipt of the invoice. Payment shall be in the name of Contractor and shall be remitted to:

If to County:
County of Hidalgo
Hidalgo County Sheriff's Office
Attention: Commander Daniel Garcia
701 East El Cibolo Road
Edinburg, Texas 78542

If to Vendor: _____
_____
_____

Amounts which are not timely paid in accordance with the above procedure shall bear interest at the lesser of the annual percentage rate of 10%, or the maximum legal rate applicable thereto, which shall be a contractual obligation of the County under this agreement. County further agrees that the Contractor shall be entitled to recover its reasonable necessary attorney's fees and costs incurred in collection of amounts due under this agreement.

LIABILITY OF COUNTY:
County shall be fully responsible for all suits, claims, damages, losses, or expenses, including reasonable attorney's fees, arising out of County performance or nonperformance of the services and duties herein stated, but only in regard to duties herein assigned to County, and specifically excluding the actual transportation or incarceration of inmates by Contractor. County retains full liability for each inmate until that inmate has been received by Contractor at County's facility for transportation, holding and incarceration of inmates by Contractor.

LIABILITY OF CONTRACTOR:
Contractor shall be fully responsible for all suits, claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of Contractor's performance or nonperformance of the services and duties herein stated, in regard to the actual transportation, holding and incarceration of inmates by Contractor.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Hidalgo County is hereby requesting a per diem rate basis, per inmate proposal fee based on the scope of services/requirements.

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, February 12, 2014.**

RFP SUBMITTED TO: An original and seven (7) copies of RFPs should be submitted to:

US Postal Mail Address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

ADDITIONAL INFORMATION:
Hidalgo County is requesting that any and all questions, inquiries, and all clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, Attn: Cris Ayala, via email: cris.ayala@co.hidalgo.tx.us, 2812 South Business Highway 281, Edinburg Texas 78539. ***TELEPHONE CALLS WILL NOT BE ACCEPTED!***

Any/All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Hidalgo County reserves the right to award the proposal to one (1) or multiple proposers, whichever the County determines it is its best interest to do so.

Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives whenever it is in the County's best interest to do so.

SECTION III- SELECTION/EVALUATION/RANKING

SELECTION PROCEDURES/EVALUATION SYSTEM:
The evaluation consists of a 100-point scoring system. However, after the 100-point evaluation, Hidalgo County Commissioner's Court may elect to narrow the participating firms and request a presentation from a representative from firms.

A. Evaluation Committee selected by Hidalgo County Commissioner's Court, Elected Official or User Department will review, score and evaluate the Request for Proposals (RFP's) received.

B. After the RFP's have been reviewed, scored and evaluated, a grid will be presented to Commissioner's Court for the purposes of ranking.

C. Categories are further detailed in the Selection Criteria (Exhibit B) section of this RFP.

SCORING AND EVALUATION PROPOSALS
Proposals will be evaluated and scored for innovation and completeness, in response to each of the elements outlined in the Scope of Services including but not be limited to, the items listed below:

1.	Housing of Inmates:	25 Points
2.	Medical Services:	25 Points
3.	Transportation:	20 Points
4.	Per Diem Rate:	20 points
5.	Completeness of Proposal	10 points
	Total	100 points

NEGOTIATION PROCESS:
The number one ranked firm will be contacted to submit a letter of engagement/contract for negotiations. If negotiations prove unsuccessful, Commissioner's Court will terminate negotiations with the firm and will contact the next highest ranked firm to open negotiations. The County of Hidalgo reserves the right to reject any and all RFPs.

TERMINATION OF SERVICES:
Any contract awarded to a qualified firm will be in effect until (a) the contract expires or (b) performance of all services are completed, or (c) terminated by County with or without cause, with ninety (90) days written notice prior to cancellation.

EXHIBIT B

SELECTION CRITERIA

Hidalgo County

"PLACEMENT, HOUSING, DETENTION AND SUPERVISION OF HIDALGO COUNTY INMATES"

RFP: 2014-028-02-12CGA

EVALUATION CRITERIA
REQUEST FOR PROPOSALS

Evaluation Criteria

The Proposals will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFP Evaluation Form."

1. Housing of Inmates (Maximum of 25 points)

- The Contractor meeting the minimum standards established by the Texas Commission on Jail Standards. (0-10 points)
- The Contractor exceeds the minimum standards. (0-15 points)

2. Medical Services (Maximum of 25 points)

- The Contractor providing routine medical services. (0-10 points)
- The Contractor providing more extensive medical services other than hospitalization. (0-15 points)

3. Transportation (Maximum of 20 points)

- The Contractor provides transportation to and from County Jail, Courthouse and Contractor's facility. (0-15 points)
- The Contractor providing transportation from other sites in the State to the Contractor's facility. (0-5 points)

4. Per Diem Rate/Fees (Maximum of 20 points)

- The Contractor providing rates up to 300 inmates, including transportation, medical services, etc…. (0-10 points)
- The Contractor providing rates exceeding 300 inmates, including transportation, medical services, etc….. (0-10 points)

5. Completeness of Proposal (Maximum of 10 points)

- The Contractor has filled out and submitted all proper documentation/forms (i.e. insurance, licenses, etc.) as requested in the RFP packet;(0-10)

HIDALGO COUNTY

Request for Proposals

"PLACEMENT, HOUSING, DETENTION AND SUPERVISION
OF HIDALGO COUNTY INMATES"

EVALUATION FORM

Selection Criteria	RANGE POINTS	SCORE
1. Housing of Inmates: (25 pts.)		
• The Contractor meeting the maximum standards established by the Texas Commission on Jail Standards.	0-10	_____
• The Contractor exceeds the minimum standards.	0-15	_____

Comments/Rationale For Points:_____
_____

2. Medical Services: (25 pts.)		
• The Contractor providing routine medical services.	0-10	_____
• The Contractor providing more extensive medical services other than hospitalization.	0-15	_____

Comments/Rationale For Points:_____
_____

3. Transportation: (20 pts.)		
• The Contractor provided transportation to and from County Jail, Courthouse and Contractor's facility.	0-15	_____
• The Contractor providing transportation from other sites in the State to the Contractor's facility.	0-5	_____

Comments/Rationale For Points:_____
_____

4. Per Diem Rates/Fees (20 pts.)		
• The Contractor provided rates up to 300 inmates; including transportation, medical services, etc…	0-10	_____
• The Contractor providing rates exceeding 300 inmates, including transportation, medical services, etc….	0-10	_____

Comments/Rationale for Points:_____
_____

5. Completeness of Proposal: (10 pts.)		
• The contractor has filled out and submitted all proper documentation/forms (i.e. insurance, licenses, etc.) as requested in the RFP packet.	0-10	_____

Comments/Rationale for Points:_____
_____

Consultant: _____ Total :_____

Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers, Surveyors & Other Professional Services)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP 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 LIABILIT**				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	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I _____ , authorized representative for _____ ,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $ _____

Automobile Liability: $ _____ General Liability: $ _____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I,_____ possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____
Authorized Signature Date

_____
Company

_____
Address

_____
City, State, Zip

EXHIBIT "D"

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

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTEREST, AND ANTI-LOBBYING
FOR "PLACEMENT, HOUSING, DETENTION AND SUPERVISION
OF HIDALGO COUNTY INMATES"
PROJECT NO.: 2014-028-02-14CGA

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the proposer nor any of the proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20___.

_____

Notary Public

My commission expires:_____, 20____

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: _____ **Telephone No. (____)** _____

dba Name: _____

Legal Name: _____

Mailing Address : _____ **Fax No. (____)** _____

Physical Address: _____

City, State, Zip: _____ **Tax I.D. No.:** _____

Remit to Address : _____ **City, State, Zip:** _____

E-Mail Address: _____

Representative(s) Name(s) & Title(s): _____

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit**
_____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**_____
State Identification No.:_____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other**:_____

Type of Business (check one): ☐ **Manufacturer** ☐ **Wholesaler** ☐ **Retailer** ☐ **Broker**
☐ **Distributor** ☐ **Service Organization** ☐ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

_____

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

☐ Less than 125,000 annual gross receipt
☐ Less than 250,000 annual gross receipt
☐ Less than 499,000 annual gross receipt
☐ More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

☐ Black American
☐ Hispanic American
☐ Asian Pacific American
☐ Native American
☐ Women
☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____**or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**_____

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:** _____

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

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LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable) ☐ Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: (___) _____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable) ☐ Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:_____
Contact Person: _____ Title: _____ Phone No.: (___) _____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable) ☐ Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: (___)_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–		–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

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

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

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

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

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

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid, proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONTRACT FOR HOUSING AND CONFINEMENT OF INMATES
C-14-028-00-00

This Agreement for Services (the "Agreement") is made and entered into by and between *Hidalgo County, Texas* (the "County"), a Texas political subdivision, and (the "Contractor"), a Texas corporation, effective as of the ____ day of _____, 20___.

WHEREAS, the County advertised a request for proposals for the housing, management, supervision and care of inmates as it deems necessary on "an as needed basis" incarcerated or to be incarcerated by the County

WHEREAS, the Contractor's proposal was found by the Commissioners Court of Hidalgo County to be beneficial and in the best interests of the public safety and welfare of the citizens of the County, and the best proposal received by the County;

WHEREAS, contracting for the housing of inmates at a facility within_____, will produce material benefits, efficiencies and savings for the County;

WHEREAS, the Sheriff of Hidalgo County, Texas (the "Sheriff") recommended the County advertise for proposals for the housing and confinement of inmates as it deems necessary on "an as needed basis", and has recommended and requested the Commissioners Court to approve this Agreement; and

WHEREAS, the County and the Contractor desire to enter into the Agreement for the Contractor to provide housing and care for certain inmates incarcerated or to be incarcerated by the County;

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants hereinafter contained, and subject to the conditions herein set forth, the parties hereto contract, covenant and agree as follows:

ARTICLE ONE
TERM AND TERMINATION OF AGREEMENT

Section 1.01. <u>Term of Agreement</u>. This Agreement shall be and become effective upon the execution by the County and the Contractor, and subject to all the terms and provisions hereof, the initial term of this Agreement shall begin on _____

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and shall continue for two (2) years until _____ (the "Term"). Thereafter, the County shall have the option to extend this Agreement annually as provided in Section 1.02.

Section 1.02. Renewal and Extension. For a period of up to ten (10) years after the expiration of the Term, the County may, in its sole discretion, extend this Agreement for successive one-year terms, if permitted by then-applicable purchasing laws and regulations. In the event County elects to extend this Agreement beyond the initial Term under Section 1.01, County shall notify Contractor, in writing, of its desire to so extend this Agreement on the same terms and conditions no later than sixty (60) days prior to the expiration of the respective Term, or the renewal term under this Section1.02.

Section 1.03. Termination. Notwithstanding anything to the contrary herein, County may terminate this Agreement without cause on thirty (30) days written notice.

ARTICLE TWO
SPECIFICATION OF FACILITY AND LOCATION

The housing, confinement and detention services described in this Agreement will be provided at the_____, Texas (the "Facility").

ARTICLE THREE
OPERATION OF THE FACILITY

Section 3.01. Minimum Conditions of Confinement. The Contractor shall operate, manage, supervise and maintain the Facility, and provide for the secure custody, care and safekeeping of inmates of the County at the Facility, in accordance with state and local law, but not limited to the minimum regulations and standards promulgated by the *Texas Commission on Jail Standards* (the "TCJS") In addition to such regulations and standards, the minimum conditions of confinement during the entire period of this Agreement are:

(a) Staffing shall be provided twenty-four (24) hours a day to supervise inmates.

(b) Three (3) meals (including two hot meals) shall be provided per day for County inmates. The meals must meet the nationally recommended dietary allowances published by the *National Academy of Sciences.*

(c) Emergency medical care will be provided for the inmates twenty-four (24) hours per day.

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(d) The Contractor will maintain an automatic smoke and fire detection and alarm systems, and shall maintain written policies, procedures and practices regarding fire and other safety emergency standards.

(e) The Contractor will maintain a water supply that is certified to be in compliance with applicable laws and regulations, and the Contractor will maintain a waste disposal program.

Section 3.02. Applicable Standards. The Contractor shall operate and maintain the Facility in accordance with all applicable regulations and standards of the TCJS and this Agreement, and/or variances granted by the TCJS. The physical facility, and the combined services and programs, will meet or exceed the requirements of the TCJS.

Section 3.03. Physical Plant. The Facility will meet or exceed the requirements of the TCJS and the Contractor shall maintain the Facility in compliance with all applicable codes, including, but not limited to, the *National Electric Code, Uniform Plumbing Code, Uniform Mechanical Code, National Fire Protection Association Life Safety Code 101*, and local zoning ordinances applicable to the Facility. The Contractor shall provide written documentation of compliance with these codes upon request of County.

Section 3.04. Food Services. The Contractor will provide food and beverage services in compliance with all the applicable regulations and standards, sanitation and health codes, with menus (planned and reviewed in advance by a registered dietitian or physician) that meet the nationally recommended dietary allowances published by the *National Academy of Sciences*. The Contractor will provide two (2) hot meals daily, and one (1) other meal that need not be hot, with no more than 14 hours elapsed between meals. Special diets shall be available to inmates as prescribed by appropriate medical or dental personnel, and where inmates' religious beliefs require the adherence to universally recognized religious dietary laws.

Section 3.05. Laundry Services. The Contractor shall provide laundry facilities and services to inmates, and be responsible for the issuance of clean clothing, linen, bath and had towels, when each inmate arrives at the Facility. Laundering of linens and clothing shall be in accordance with the Contractor's policies and procedures. Pillows and mattresses shall be sanitized with chemicals approved by *the Texas Department of Health (the "TDH")*, for sanitizing bedding, before being reissued to a newly received inmate.

Section 3.06. Transportation. The Contractor agrees to provide transportation of inmates of County to and from County's Jail and courthouse and the Contractor's facility and if required from the Contractor's facility to *Texas Department of Criminal Justice-ID (the "TDCJ-ID")*, at no additional cost to the County. The Contractor also agrees to provide transportation of County inmates from other sites in the State (where County

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inmates are currently located) to the Contractors facility at no additional cost to County. In the event the County requires the Contractor to provide transportation to sites other than specified above, the County will reimburse the Contractor for transportation costs at a mutually agreeable rate per mile or per trip. Such services shall be performed and provided in compliance with the following:

(a) Transportation and escort guard services will be performed, pursuant to policies, procedures and practices established by the Contractor, by armed qualified officers employed by the Contractor, and the Contractor will implement such practices as may be requested by the Sheriff (as used in this Agreement the term Sheriff shall include his authorized deputies, representatives and agents) to enhance specific requirements for security, monitoring, and contraband control;

(b) Upon arrival at the Courthouse, jail facility or TDCJ-ID, transportation and escort guards will turn inmates over to a Deputy Sheriff or authorized agent, only upon presentation by such Deputy or authorized agent of proper law enforcement credentials;

(c) The Contractor will transport inmates to any Courthouse or designated jail facility upon a specific request from the Sheriff who will designate the inmate, the Courthouse or jail facility, and the date the inmate is to be transported;

(d) Each inmate will be restrained in hand cuffs, waist chains and leg irons during transportation.

(e) The Contractor will continue to be liable for the actions of its employees while they are transporting inmates on behalf of the Sheriff. Workers' compensation shall be provided for the Contractor's employees while on duty, including while they are providing transport services.

(f) The Contractor agrees to and shall hold harmless and indemnify the County its elected officials and employees, in their official and individual capacities, from any liability, including third party liability or workers' compensation, arising from the conduct of the Contractor's employees during the course of the transportation of inmates on behalf of the County pursuant to the terms of this Agreement.

(g) The Contractor will provide other transportation for inmates as determined necessary and as agreed upon with the Sheriff.

Section 3.07. <u>Medical Guidelines and Reporting</u>. The Contractor will comply with *Tex. Health and Safety Code*, Sections 85.112, 85.113 and 85.114 including but limited to:

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(a) _____ , developing workplace guidelines that address HIV policies, confidentially, and employee/inmates education programs. The guidelines shall, at a minimum, incorporate the *model workplace guidelines* published by the TDH consistent with state and federal laws and regulations. The Contractor shall maintain the written policies and guidelines at the Facility; and

(b) The Contractor will, prior to accepting any of County's inmates, develop confidentiality guidelines regarding AIDS and HIV medical information for employees and inmates. These policies shall be consistent with state and federal laws and regulations.

Section 3.08. Health Services. The Contractor shall provide access to basic health care needs by the inmates, who will not be charged and shall not be required by the Contractor to pay their own medical expenses. Medical and basic health care services shall comply with the following provisions:

(a) The per diem rate as set forth in section 4.03 below, covers only routine medical services such as : on-site sick call (when provided by on-site staff), nonprescription program (over the counter/non-legend) and routine drugs and medical supplies. The per diem rate does not cover medical/health care services provided outside of the Facility or by other than Facility staff, prescription or treatments, or surgical, optical, dental care, and does not include the costs associated with any hospitalization of an inmate. The County shall pay the Contractor an amount equal to the amount the Contractor is required to expend for medical services other than those routine medical services provided for under the per diem rate. When it becomes necessary for an inmate to be hospitalized, the Contractor shall contact the County, through its Sheriff or designated representative, as soon as possible (and prior to admission unless the inmate is suffering from a life-threatening condition) to inform the County of the fact that the inmate has been, or is to be, hospitalized and of the nature of the illness or injury that has required the hospitalization.

(b) State certification and licensing requirements shall apply to all health care personnel responsible for dispensing medical services to inmates. The Contractor shall provide and certify all direct care employees in standard first aid procedures and cardiopulmonary resuscitation (CPR).

(c) The Contractor shall have sufficient first aid supplies and equipment adequately maintained at all times to support the overall medical treatment requirements of the assigned inmate population. Medical first aid supplies shall be maintained in accordance with prescribed standards recognized or approved by a licensed, recognized health authority which possess the expertise to evaluate, assess, and determine the potential need or conditions of the required first aid supplies and equipment. The Contractor shall implement a system of inventory management to ensure that first aid equipment and supplies are adequately replaced and replenished.

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(d) All costs associated with hospital or health care services provided outside the Facility will be paid directly by the County, or promptly reimbursed to the Contractor. In the event that a contract with a medical facility/physician exists which allows the Contractor to receive discounted rates, the County shall be charged at that rate for such inmates.

(e) The Contractor shall notify the Sheriff as soon as possible of all emergency medical cases requiring removal of an inmate from the Facility and to obtain prior authorization for removal for all other medical services required.

(f) When an inmate is being transferred to another facility, the inmate will (as applicable) be provided with all of the inmate's remaining prescription medications (if any) that is being held at the facility.

(g) Medical records will be transferred with the inmate so transferred to another facility. It shall be The Contractor's responsibility to obtain and maintain such records for each inmate.

(h) Subject to the following paragraph 3.08 (i), the Contractor will submit invoices for such medical services along with its regular monthly billings for detention services, and such invoices shall be paid on the same terms as the regular monthly billings.

(i) If the hospitalization of an inmate is to be for a duration of more than twenty-four (24) hours, or the cost of any medical care or hospitalization is to exceed $2,000.00, the Contractor has the right to arrange for the hospital or health care provider to bill the County directly for the costs of the hospitalization and/or medical care, rather than the Contractor paying the costs and billing the same to the County. If the hospital or health care provider refuses to bill the County directly, the County shall reimburse the Contractor for such costs within thirty (30) business days of receipt of an invoice from the Contractor which invoice may be delivered personally, by facsimile, by mail or by other reliable courier.

(j) The County will provide the Contractor with medical information for all inmates sought to be transferred to the Contractor's Facility under this Agreement, including information regarding any special medication, diet or exercise regimen applicable to each inmate.

(k) The Contractor is not required to accept or to retain any inmate who is suffering from a chronic or terminal disease or condition, and the County agrees to accept the return of any such inmate upon delivery to its jail or other agreed upon detention or health care facility by the Contractor.

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Section 3.09. Recreation and Exercise. The Contractor shall provide adequate physical facilities, equipment, and supplies for a recreation program that meets all applicable regulations and standards of the TCJS.

Section 3.10. Visitation. The Contractor shall provide adequate space for family visitation which area shall include furniture, equipment, and supervision necessary to implement a visitation program that meets all applicable regulations and standards of the TCJS.

Section 3.11. Safety Requirements. The Contractor shall operate and maintain the Facility in compliance with all applicable codes. Such operation and maintenance shall comply with the terms and provisions of this Agreement and the applicable regulations and standards of the TCJS. The Contractor shall further maintain the Facility, adopt and establish safety plans and provide safety reports as follows.

(a) The Facility shall be maintained in compliance with all applicable codes, including, but not limited to, the *National Fire Protection Life Safety Code 101, the National Electric Code, Uniform Plumbing Code, Uniform Mechanical Code*, local ordinances, and the Texas Commission on Jail Standards, relative to safety;

(b) The Contractor will establish an emergency fire plan and written procedures for the safe evacuation of inmates and staff. Each new inmate shall be briefed on evacuation procedures during admission. Written emergency fire exit plans shall be posted in all major meeting rooms, dining rooms, hallways, and living areas; and

(c) The Contractor shall complete an injury report as provided in the event that any injury to an inmate results in one (1) full day's loss of work or programmatic activity, and/or that results in medical treatment, provided that first aid treatment shall not be deemed medical treatment. The Contractor shall complete an injury report and shall forward it to the Sheriff's designated representative within twenty-four (24) hours following said injury.

Section 3.12. Inmate Correspondence. The Contractor shall handle inmate correspondence in accordance with all applicable regulations and standards of the TCJS.

Section 3.13. Inmate Funds. The Contractor shall have written policies and procedures governing the operations of any fund established for the inmates. These funds shall be held by the Contractor and shall be controlled consistent with generally accepted accounting principles.

Section 3.14. Religious Services. The Contractor shall cause religious services to be conducted for inmates in accordance with the standards set by the TCJS. Participation in religious services shall be voluntary for all inmates.

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Section 3.15. Security. The Contractor shall provide adequate security with respect to the inmates in accordance with all requirements of this Agreement and the applicable regulations and standards by TCJS. As part of such security program, the Contractor will comply with the following census and reporting requirements:

(a) The Contractor will develop, implement and document a daily system for physically counting all inmates assigned to the Facility, assuring strict accountability for inmates and that at least one (1) inmate count occurs per shift; and

(b) The Contractor will notify the Sheriff immediately whenever an inmate is involved in an escape, attempted escape, or conspiracy to escape from the facility.

Section 3.16. Programs. The Contractor shall provide programming to meet the needs of the inmate population as requested by the Sheriff. Programs may include but not be limited to educational, counseling, substance abuse education, and case management. The per diem rate set forth in Section 4.03 below, only covers basic custodial care and supervision and does not include any special educational, vocational or other programs. The parties may agree by a written amendment to this Agreement, or by separate agreement, for the provision of special programs on terms mutually agreed to by the parties. The Contractor may, at no cost to the County and not inconsistent with the applicable regulations and standards of the TCJS and the purposes of this Agreement, provide special programs for the inmates, and permit or require selected inmates to participate in selected programs provided in other segments of the Facility.

Section 3.17. Receiving and Discharging. The Contractor agrees to accept and release inmates only to authorized persons, in compliance with the following:

(a) The Contractor shall accept inmates presented by the Sheriff, only upon presentation by the officer of proper law enforcement credentials;

(b) The Contractor agrees to release inmates only to law enforcement officers of agencies authorized by the Sheriff or to a Deputy Sheriff. Those inmates who are remanded to custody by the Sheriff may only be released to Sheriff, or an agent specified by the Sheriff; and

(c) Inmates may not be released from the facility or placed in the custody of any federal, state or local official other than the Sheriff for any reason except for medical emergency situations, a court order, or authorization by the Sheriff.

Section 3.18. Disciplinary Procedures. The Contractor shall establish written "Disciplinary Procedures", to include the processing of violations and graduated sanctions that may be imposed. Each inmate shall be informed of the disciplinary procedures and provided with a copy of the same upon admission. The Contractor shall

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maintain a master file of all discipline reports and actions taken, and shall provide the Sheriff with a copy of each report in the event an inmate commits a violation.

Section 3.19. Grievance Procedures. The Contractor shall establish written grievance procedures, which procedure shall be provided to all inmates upon admission. At a minimum, the procedure shall utilize a two-step process and shall conform to the applicable regulations and standards of the TCJS. The Contractor shall maintain a master file of all grievances filed and the actions taken.

Section 3.20. Use of Force. The Contractor shall establish written procedures governing the use of force against inmates. This procedure shall conform to all applicable regulations and standards of the TCJS. The Contractor shall maintain a master file of all incidents that occur.

Section 3.21. Inspection and Technical Assistance. The Contractor agrees that periodic inspections of the Facility by the Sheriff. Findings of the inspection will be shared with the Contractor in order to promote improvements to facility operations, conditions of confinement and services levels.

Section 3.22. Access to Books and Records. The Contractor agrees to maintain and make available for inspection, audit or reproduction by County, the TCJS and/or their employees, attorneys, agents and/or independent auditors, all books, documents and other records pertaining to the services provided hereunder, and/or to the sums billed by the Contractor. Such records shall be maintained by the Contractor for at least three (3) years following termination of this Agreement, and thereafter until any pending audit or litigation and all questions arising there from and involving this Agreement or such records has been finally resolved.

ARTICLE IV
CONTRACTOR'S RESERVATION OF BEDS AND PAYMENT

Section 4.01. Contractor's Right to House Inmates. The Contractor hereby reserves up to four hundred fifty-six (456) inmate beds in the Facility for County to utilize at any time during the Term of this Agreement on a space available basis, and County agrees to pay the per diem rate specified in Section 4.03 below for the housing and care of such inmates, and the detention services to be provided by the Contractor pursuant to this Agreement. The foregoing notwithstanding, the County shall only be required to pay for inmates actually housed at the Facility. The term "County Inmates" as used herein include only inmates being held by the County, or sentenced by courts of the County, or being held in the County by reason of their residence in the County; it does not, however, include inmates coming from other counties, states or federal jurisdictions or agencies.

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Section 4.02. Scheduling of Usage. The Contractor and the Sheriff shall develop a mutually agreeable schedule for the assignment of inmates to the Facility during the Term of this Agreement, and any renewals or extensions thereof. The Sheriff may, at his discretion and subject to section 4.01 above, assign as many inmates to the Facility "on an as needed basis", as he shall determine without special arrangement or notice, and the Contractor shall accept, house and provide services to such inmates pursuant to this Agreement.

Section 4.03. Per Diem Rate. The per diem rate for the actual housing and care of County inmates on "an as needed basis" and related detention and transportation services specified in this Agreement is _____ dollars ($ _____) per inmate per day. This rate covers one inmate/bed per day. A portion of any day shall count as an inmate day under this Agreement, except that the County shall not be billed for two days when an inmate is admitted one evening and removed the following morning. In that situation, the Contractor will bill for the day of arrival, but not for the day of departure.

Section 4.04. Billing Procedure. The Contractor shall submit an itemized invoice for the services provided hereunder (together with an invoice for any reimbursable medical expenses as set forth in Section 3.08(h) above) each month to the County, in arrears. Invoices will be submitted to the Sheriff of the County designated to receive the same on behalf of the County. The County shall make payments to the Contractor within thirty (30) days after receipt of the invoice. Payment shall be made payable to: (Name of the Contractor), and shall be delivered as the address set forth in section 6.04 below.

Section 4.05. Regulation of Maximum Occupancy. Nothing herein shall create any obligation upon the Contractor to house the County's inmates where the housing of said inmates will raise the population of the Facility above the permissible number of inmates allowed by law, or will create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and inmates at the Contractor's Facility, or result in possible violation of the constitutional rights of the inmates housed at the Facility. At any time that the Contractor determines that a condition exists at the Contractor's Facility necessitating the removal of any of the inmates, or any specified number thereof, the Contractor shall following at least eight (8) hours prior notice to the Sheriff (unless a different deadline is agreed to by the parties) return said inmate to the County.

Section 4.06. Inmate Eligibility. The only inmates eligible for incarceration in the Facility pursuant to this Agreement are male inmates that are classified in accordance with the custody level of the assigned Facility in accordance with the custody level of the Facility in accordance with the applicable regulations and standards of the TCJS and

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meeting the classification requirements for the facility beds as described in the TCJS Manual, Chapter 271, “Objective Jail Classification Manual”.

All inmates proposed by the County to be transferred to the Contractor’s Facility under this Agreement must meet the eligibility requirements set forth above. Inmates shall not (1) have a history of escape or attempted escape from custody; (2) be in need of psychiatric care or have a history of mental illness; and (3) shall not require chronic health care needs (to include but not limited to those inmates known by the County to have an unstable cardiac condition, those requiring renal dialysis, those known to have an infectious disease, those known to be HIV positive or diagnosed as having Acquired Immune Deficiency Syndrome (AIDS), or those known to have unresolved orthopedic problems and those known to be unstable diabetics).

Prior to the Contractor receiving inmates for transportation by the Facility, the County shall furnish the following: (1) complete information and documentation relating to the inmate's case history; (2) all the inmate's records concerning classification, including conduct records; (3) medical and clinical records, including certification of tuberculosis screening or treatment; and (4) any information necessary to advise the Contractor in regard to any special medication, diet or special exercise regimen requirements applicable to each prospective inmate.

Section 4.07. Continuing Reservation Regarding Inmates. The Contractor reserves the right for its designated representative to review the background of all inmates sought to be transferred to the Facility, and the County shall cooperate with and provide information requested regarding any inmate by the Contractor. The Contractor reserves the right to refuse, for good cause, acceptance of any inmate. Likewise, if any inmate’s behavior, medical or psychological condition, or other circumstance of reasonable concern to the Contractor makes the inmate unacceptable for continued incarceration in the Facility in the opinion of the Contractor, the Contractor shall provide at least eight (8) hours prior notice to the Sheriff (unless a different deadline is agreed to by the parties) return said inmate, to the County. Inmates may also be removed from the Facility when their classification changes for any purpose, including long-term medical segregation.

Section 4.08. Inmate Sentences. The Contractor shall not be in charge of, or responsible for, the computation or processing of inmates’ time of confinement, including, but not limited to, computation of good time awards/credits and discharge dates. All such computations and record keeping shall continue to be the responsibility of the County. It shall be the responsibility of the County to notify the Contractor of any discharge date for an inmate at least ten (10) days before such date. The Contractor will release inmates of the County only when such release is specifically requested in writing by the Sheriff. However, it is agreed that the preferred and usual course of dealing between the parties shall be for the Contractor to transport and return inmates to the County shortly before their discharge date, and for the County to

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discharge the inmate from its own facility. The County accepts the responsibility for the calculations and determinations set forth above and for giving the Contractor notice of the same. The County is responsible for all paperwork and arrangements for inmates to be transferred to the TDCJ-ID.

ARTICLE V.
INSURANCE AND INDEMNIFICATION

Section 5.01. Indemnification. The Contractor hereby agrees to indemnify and hold the County and its agents, elected officials officers and employees harmless from all costs, claims, expenses, and liabilities (including attorney's fees) whatsoever that may be incurred by the County, its agents, elected officials officers or employees, arising from any and all acts done or omitted to be done by the Contractor, or Contractor's employees, agents, subcontractors or assigns in connection with the operation of the Facility or the provision of service by the Contractor pursuant to this Agreement and from any and all claims or causes of action that may be brought by any third party by reason of or pursuant to this Agreement; provided that this section shall not be construed as creating any right, cause of action, claim, of waiver or estoppels for or on behalf of any third party nor shall it be construed as a waiver or modification of the availability of the defense of governmental immunity or any other legal defense available to either the Contractor or County.

Section 5.02. Contractor to Provide Defense. In case any action or proceeding is brought against County regarding any claim or matter referenced in the foregoing section, County shall provide immediate notice to the Contractor and the Contractor shall defend against such action by counsel reasonably satisfactory to the County, unless such action or proceeding is defended against by counsel for any carrier of liability insurance provided for herein. The aforementioned indemnification shall not be affected by a claim that negligence of County or its respective agents, employees, or licensees contributed in part to the loss or damage indemnified against. The County shall have the right to utilize separate counsel, to participate in the investigation and defense of any such claims, the fees and expenses of such counsel shall be paid by the County unless the employment of such counsel has been previously authorized in writing by the Contractor.

Section 5.03. Waiver and Releases. Neither the Contractor nor the County shall waive, release, or otherwise forfeit any possible defense that the Contractor or the County may have regarding any claim arising from or made in connection with the operation of the Facility by Contractor, without the written consent of the other party to this Agreement; provided that the Contractor shall have authority to compromise and settle any claim for monetary consideration only, for which the Contractor is indemnifying the County. The County and the Contractor shall preserve all such available defenses and cooperate with each other to make such defenses available for each other's benefit to the maximum extent allowed by law, including any defenses

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County may have regarding litigation, losses, and costs resulting from claims or litigation pending at the time this Agreement becomes effective or arising thereafter from occurrences prior to the effective date of this Agreement.

Section 5.04. Insurance. The Contractor shall secure and maintain in effect, or shall cause to be secured and maintained, an insurance policy or policies providing (i) coverage against all claims arising from the services performed under the Agreement; and (ii) coverage to protect the County from actions by third parties against the Contractor as a result of this Agreement. The insurance policy, or policies, required by this section shall be for not less than any limits of liability specified herein, or required by law, whichever is greater, and shall include coverage for the Contractor hereunder. The County shall be named as an additional insured on each such insurance policy.

Section 5.05. Additional Insurance. The Contractor shall continuously maintain such accident, general liability, worker's compensation, and automobile insurance, as required by law, to include protecting the Contractor, its officers, employees, and agents from and against any and all liability caused by or arising out of any aspect of the operation of the Facility and the furnishing of services pursuant to this Agreement, including the payment of damages and attorney's fees. The Contractor shall provide proof of insurance coverage to County upon request.

Section 5.06. Coverage Amounts. The general liability and automotive insurance and coverage shall be maintained in an amount that is not less than $1,000,000 per occurrence and $2,000,000 general aggregate. The Contractor shall further maintain statutory worker's compensation insurance in the statutory amounts.

ARTICLE VI.
GENERAL PROVISIONS

Section 6.01. County Liability. To the extent permitted by applicable law, the County shall be fully responsible and liable for all suits, claims, damages, losses, or expenses, including reasonable attorney's fees, arising out of County performance or nonperformance of the services and duties herein stated in regard to duties herein assigned to the County, and specifically excluding the actual transportation or incarceration of inmates by the Contractor. County retains full liability for each inmate until that inmate has been received by the Contractor at the County's facility for transportation, holding and incarceration of inmates by the Contractor, and again after the Contractor has returned and delivered the inmate back to the County.

Section 6.02. Contractor Liability. The Contractor shall be fully responsible and liable for all suits, claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of the Contractor's performance or nonperformance of the

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services and duties herein stated, in regard to the actual transportation, holding and incarceration of inmates by the Contractor.

Section 6.03. Binding Agreement. This Agreement is contractual and is binding upon the parties hereto and their successors, assigns and representatives in accordance with and subject to all the terms and conditions hereof.

Section 6.04. Notices. All notices, demands, and other writings may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following addresses:

To The Contractor: _____

To County: Hidalgo County, Texas
Attention: Judge Ramon Garcia
Hidalgo County Judge's Office
302 W. University Drive
Edinburg, Texas 78539

With copy to: Hidalgo County Sheriff's Office
711 El Cibolo Road
P. O. Box 1228
Edinburg, Texas 78540

The address to which any notice, demand or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

Section 6.05. Amendment. This Agreement shall not be modified or amended except by a written instrument executed by the duty authorized representatives of both parties and approved by Commissioners Court of the County.

Section 6.06. Prior Agreements. Except as expressly provided in this Section, this Agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein, and no prior agreement or understanding pertaining to any such matter shall be effective. The preceding sentence to the contrary notwithstanding, the provisions of County's Request for Proposals issued _____, 2014, (Proposal No. 2014-028-00-00) (the "Proposal"), consisting of ____ consecutively numbered pages (save and except pages _____, inclusive) and

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Contractor's response dated _____2014 (the "Response") are incorporated herein by reference. Unless expressly indicated to the contrary in this Agreement, and in the event of a conflict between or among this Agreement and the Proposal and Response, the terms and conditions of the Proposal shall govern. The representations and warranties of the Contractor as contained in the Response are hereby reaffirmed by the Contractor as of the date of this Agreement.

Section 6.07. Funding Sources. The County represents that it has current funds available sufficient to meet its obligations pursuant to this Agreement through the remainder of this fiscal year.

Section 6.08. Non-Appropriation of Funds 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.

Section 6.09. Assignment. The Contractor may assign the revenues and payments payable by the County pursuant to this Agreement. The Contractor may not assign its rights, title and interest in and to this Agreement and any documents executed with respect to this Agreement and/or grant or assign a security interest in this Agreement. Any such assignees shall have all of the rights of the Contractor under this Agreement. Subject to the foregoing, this Agreement inures to the benefit of and is binding upon the, successors and assigns of the parties hereto. Upon assignment of the Contractor's interests herein, the Contractor will cause written notice of such assignment to be sent to the County which will be sufficient if it discloses the name of the assignee, the interest assigned and the address to which further payments hereunder should be made.

Section 6.10. Section Headings. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

Section 6.11. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF TEXAS. VENUE SHALL LIE EXCLUSIVELY IN HIDALGO COUNTY, TEXAS. THE PARTIES CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

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Section 6.12. Severability. In the event any one or more of the sections, provisions or clauses contained herein 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 of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

Section 6.13. Counterparts. This Agreement may be executed in duplicate original counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one in the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their respective duly authorized representatives on this the _____day of _____, 2014.

(NAME OF THE CONTRACTOR)

By:_____

HIDALGO COUNTY, TEXAS

By:_____
Ramon Garcia, Hidalgo County Judge

ATTEST:

_____
Arturo Guajardo, Jr.
Hidalgo County Clerk

APPROVED:
Approved As to Form:
Atlas, Hall and Rodriguez, LLP

By: _____

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SPECIAL MEETING - March 18, 2014

BE IT REMEMBERED, that on this 18th day of March A.D., 2014, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

HONORABLE RAMON GARCIA	**HIDALGO COUNTY JUDGE**
HONORABLE A.C. CUELLAR, JR.	**COMMISSIONER, PRECINCT NO. 1**
HONORABLE HECTOR "TITO" PALACIOS	**COMMISSIONER, PRECINCT NO. 2**
HONORABLE JOE M. FLORES	**COMMISSIONER, PRECINCT NO. 3**
HONORABLE JOSEPH PALACIOS	**COMMISSIONER, PRECINCT NO. 4**

and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:

AGENDA
CC REGULAR CONSENT
COMMISSIONERS' COURT
March 18, 2014
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

NOTICE TO THE PUBLIC
CONSENT AGENDA

The following items are of a routine or administrative nature. The Commissioners' Court has been furnished with background and support on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Court Commissioner, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, HECTOR "TITO" PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

1. **AI-43638** **Approval of check register and payment of claims and bills** - (Payments from Juvenile Probation, Adult Probation, LEOSE Fund, DA Motor Vehicle Theft Fund, DA Bad Check Processing Fund, DA Forfeiture Fund, Sheriff Forfeiture Funds, Constable Forfeiture Funds, HIDTA Forfeiture Funds and VIT Interest Fund are presented for recording purposes only.)

2. **2014 Intradepartmental transfers:**

A. **AI-43434** 2014 - Constable Pct. #1 (1100)

B. **AI-43442** 2014 - Tax Office (1100)

C. **AI-43506** 2014 - Pct. #1 Admin (1200)

D. **AI-43605** 2014 - Pct.#1 R&B (1200)

E. **AI-43493** 2014 - Pct. #3 Sanitation (1100)

F. **AI-43560** 2014 - Pct. #4 Parks (1100)

G. **AI-43597** 2014 - Pct. 4 CO2010A&B- Restitution-1124 M Rd (1342)

H. **AI-43558** 2014 - Pct. #4 Rd. Maint. (1200)

A. **AI-43501** Right of Way:
Raba-Kistner Consultants, Inc.
Vertical borings along various county roads within Pct. 3 and Pct. 4 (Sprague Sewer Economically Distressed Areas Program (EDAP) Project.)

6. **Tax Refunds:**

A. **AI-43429**

Account Number	Payer	Amount
E2300.00.001.0002.02	Jaime A. Gonzalez Jr.	$2,558.43
F4200.00.000.0015.00	Buentello Properties Llc	$3,148.99
F6030.03.000.0003.00	Inter National Bank	$11,421.00
H3400.00.004.0010.00	Sierra Title of Hidalgo County Inc.	$4,584.61
H3500.00.004.0010.00	Sierra Title of Hidalgo County Inc.	$4,304.82
L3100.02.000.0018.00	Wells Fargo	$3,254.30
P8340.00.000.0030.00	Ochoa Vicente & Delia V	$2,648.69
T2500.00.002.0000.00	Wayne W. & Nancy K. Gapsiewicz	$12,229.21
T2500.00.003.0000.00	Wayne W. & Nancy k. Gapsiewicz	$5,778.66
T5443.00.000.0090.00	Corelogic	$3,209.52
T7365.1A.000.165A.00	Wells Fargo	$2,669.81
T7365.1A.000.165A.00	Wells Fargo	$2,673.73

B. **AI-43441**

Account Number	Payer	Amount
D2060.00.000.0024.00	Quantum Servicing Corporation	$4,032.77
M2350.01.000.0012.00	Dur Properties Llc	$2,897.13

7. **Membership Dues:**

A. **AI-43448** Sheriff's Department (1100):
Requesting approval of 2014 membership dues payment to the Texas Criminal Justice Information User's Group for Communications Supervisors Leticia Garcia and Corina Villanueva in the amount of $35.00 each. (req. # 252978)

8. **Urban County:**

A. **AI-43466** Request for approval of two (2) applicants in the Countywide Area and one (1) applicant in the City of San Juan under the HOME Owner-Occupied Housing Rehabilitation Program.

9. **Purchasing Dept:**
Notes:
A. FOR ANY CONTRACTS(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES

M. **AI-43428** Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice , draft requirement agreement etc.) as attached hereto for: Hidalgo County WIC Program-"Purchase of Microcuvettes" RFB No.: 2014-071-SMA including the re-advertisement of project in the event no bids are received and/or are rejected and project is still required.

N. **AI-43603** Approval of the Fire Alarm Monitoring and Security services agreement for Fire Alarm monitoring in the amount of $20.00 per month and for Security Monitoring in the amount of $15.00 per month for a combined total of $35.00/mo. which includes administration fees for the Autopsy Facility with AL3 Enterprises, LLC , dba Starr for the duration of term as stated on 2C agreement including the continuation of services through the life term of the monitoring equipment in place by user department with the authority to execute and signing of agreement by County Judge, or Court Member.

O. **AI-43600** Requesting approval of payment for invoice # 11324765 in the amount of $48,057.50 submitted by L&G Consulting Engineers in connection to C-13-336-12-10 (PO# 703928) for the FM 1925- Segment II project.

P. **AI-43584** Requesting authority to enter into a new 36-month (capital) lease copier agreement for a Ricoh Aficio MP 5002SP through Hidalgo County membership/participation with (DIR) Department Of Information Resources awarded vendor, Ricoh USA/GE RICOH USA contract DIR-SDD-1674 through assigned Requisition #250442 in the amount of $173.98/month-equipment and B/W Service Impressions @ $44.80/month with a total of $218.78/month, effective upon approval.

Q. **AI-43581** Requesting authority to enter into a new 36-month (capital) lease copier agreement for a Ricoh Aficio MP 5002SP through Hidalgo County membership/participation with (DIR) Department Of Information Resources awarded vendor, Ricoh USA/GE RICOH USA contract DIR-SDD-1674 through assigned Requisition #250439 in the amount of $173.98/month-equipment and B/W Service Impressions @ $38.40/month with a total of $212.38/month, effective upon approval.

R. **AI-43566** Acceptance & approval of Invoice No. 1132R-$7,087.97, from contracted vendor, Prodigy Construction Management, LLC- contract #C-13-276-09-10, construction management services for: "Repair and Renovation for the 1st and 2nd Floors of the Former Administration Building".

S. **AI-43561** Requesting approval of payment for invoice # 7910 in the amount of $11,965.63 submitted by L&G Engineering Laboratory in connection to C-13-220-08-13 (PO# 704204) for the CRC Project.

T. **AI-43546** Authority to exercise the additional one (1) year options to extend/renew provided in the current contract/ILA for in connection to various goods and/or services (detailed below) for Hidalgo County / Hidalgo County Sheriff's Office, under the same rates, terms and conditions;

1. Contract# C-12-016-03-20-LONESTAR UNIFORMS, INC.-HC (Purchase of Bullet Proof Vests)- effective-03/24/14

2. IGA# E-13-117-03-12 (C-12-107-04-03) - BROOKS COUNTY & HID CO (Housing of Inmates) - effective, 04/03/14

RESCIND THIS ITEM ON CC 03/25/14

AI-43698 **Closed Session 23. C.**

CC REGULAR

Meeting Date: 03/25/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

CL-14-0359-E; Mary Lou Gomez, individually and a/n/k of Alexandro Rodriguez, minor v. Hidalgo County

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/20/2014 01:21 PM
Purchasing Department	Monica Badillo	03/21/2014 04:46 PM

Form Started By: Monica Badillo Started On: 03/20/2014 01:04 PM

Final Approval Date: 03/21/2014

AI-43708 **Closed Session 23. D.**

CC REGULAR

Meeting Date: 03/25/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Francisco Ramon

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/20/2014 03:04 PM
Purchasing Department	Monica Badillo	03/21/2014 04:46 PM

Form Started By: Monica Badillo Started On: 03/20/2014 02:00 PM

Final Approval Date: 03/21/2014

AI-43703 **Closed Session 23. E.**

CC REGULAR

Meeting Date: 03/25/2014

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Hidalgo County vs Chenyere Letitia Oji

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/20/2014 03:01 PM
Purchasing Department	Monica Badillo	03/21/2014 04:46 PM

Form Started By: Aida Alvarez Started On: 03/20/2014 01:50 PM

Final Approval Date: 03/21/2014

AI-43707 **Closed Session 23. F.**

CC REGULAR

Meeting Date: 03/25/2014

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Hidalgo County vs Roberto Ysaguirre, Jr.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/20/2014 03:03 PM
Purchasing Department	Monica Badillo	03/21/2014 04:46 PM

Form Started By: Aida Alvarez Started On: 03/20/2014 01:58 PM

Final Approval Date: 03/21/2014

AI-43699 **Open Session 24. C.**

CC REGULAR

Meeting Date: 03/25/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

CL-14-0359-E; Mary Lou Gomez, individually and a/n/k of Alexandro Rodriguez, minor v. Hidalgo County

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/20/2014 01:21 PM
Purchasing Department	Monica Badillo	03/21/2014 04:46 PM

Form Started By: Monica Badillo Started On: 03/20/2014 01:05 PM

Final Approval Date: 03/21/2014

AI-43710 **Open Session 24. D.**

CC REGULAR

Meeting Date: 03/25/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Francisco Ramon

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/20/2014 03:05 PM
Purchasing Department	Monica Badillo	03/21/2014 04:46 PM

Form Started By: Monica Badillo Started On: 03/20/2014 02:01 PM

Final Approval Date: 03/21/2014

AI-43706 **Open Session 24. E.**

CC REGULAR

Meeting Date: 03/25/2014

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Hidalgo County vs Chinyere Letitia Oji

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/20/2014 03:02 PM
Purchasing Department	Monica Badillo	03/21/2014 04:46 PM

Form Started By: Aida Alvarez Started On: 03/20/2014 01:55 PM

Final Approval Date: 03/21/2014

AI-43709 **Open Session 24. F.**

CC REGULAR

Meeting Date: 03/25/2014

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Hidalgo County vs Roberto Ysaguirre, Jr.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	03/20/2014 03:04 PM
Purchasing Department	Monica Badillo	03/21/2014 04:46 PM

Form Started By: Aida Alvarez Started On: 03/20/2014 02:00 PM

Final Approval Date: 03/21/2014