**AI-39499** **County Judge's Office 6. B.**

**CC REGULAR**

**Meeting Date:** 07/09/2013

**Submitted For:** Roberto Villarreal **Submitted By:** Michael Leo, COUNTY JUDGE

**Department:** COUNTY JUDGE

## Information

**CAPTION**

Discussion and approval of the Transportation Project and Pledge Agreement with Hidalgo County Regional Mobility Authority (HCRMA)

**BACKGROUND**

Approved and provided by legal.

## Attachments

Pledge Agreement

legal approval

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 07/02/2013 08:28 AM |
| Manuel Chapa | Manuel Chapa | 07/02/2013 09:28 AM |
| Purchasing Department | Monica Badillo | 07/02/2013 05:15 PM |

Form Started By: Michael Leo Started On: 07/01/2013 04:43 PM

Final Approval Date: 07/02/2013

**TRANSPORTATION PROJECT AND PLEDGE AGREEMENT**

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This Transportation Project and Pledge Agreement (this "Agreement") is entered into as of the ____ day of _____, 2013, between HIDALGO COUNTY, TEXAS (the "County"), a political subdivision of the State of Texas, and the HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY (the "Authority"), a regional mobility authority existing under Chapter 370 of the Texas Transportation Code and political subdivision of the State of Texas.

RECITALS

WHEREAS, on April 21, 2005, the County petitioned the Texas Transportation Commission (the "Commission") for authorization to form the Authority pursuant to provisions of the Texas Transportation Code; and

WHEREAS, in Minute Order No. 110315 adopted by the Commission on November 17, 2005, the Commission authorized the creation of the Authority; and

WHEREAS, at a duly called and noticed meeting on August 14, 2007, the County, pursuant to Section 502.402 of the Texas Transportation Code (together with other applicable provisions of the Texas Transportation Code, including Chapter 370 of the Texas Transportation Code, the "Authorizing Law"), adopted an order authorizing the adoption and implementation of the Optional Vehicle Registration Fee in the amount of $10.00 to be effective on January 1, 2008 (the "Vehicle Fee"); and

WHEREAS, the Authorizing Law requires that the County remit the revenue from the Vehicle Fee to the Authority to fund long-term transportation projects in the County; and

WHEREAS, it has been determined that such long-term transportation Projects (as defined below), will benefit the County and its residents through improved mobility, increased safety, enhanced economic development, and expansion of the tax base which will result in increased revenues to support the County and the provision of services to residents; and

WHEREAS, the Authority, on its own or through an entity created by the Authority, intends to issue debt with a maximum repayment term of no more than 40 years in one or more lawful forms, including but not limited to bonds or other obligations, to obtain financing necessary to develop the Projects; and

WHEREAS, pursuant to the Authorizing Law, the County is authorized to enter into this Agreement with the Authority to acquire, construct and maintain the Projects;

NOW, THEREFORE, for and in consideration of the respective promises and mutual covenants and benefits hereinafter set forth, the Authority and the County agree as follows:

## ARTICLE I.

## DEFINITIONS

Section 1.01. Definitions. Throughout this Agreement, the following terms and expressions as used herein shall have the meanings set forth below, unless the context clearly indicates otherwise:

"Agreement" shall have the meaning set forth in the introductory paragraph of this Agreement.

"Authority" shall have the meaning set forth in the introductory paragraph of this Agreement.

"Authorizing Law" shall have the meaning set forth in the recitals of this Agreement.

"Bonds" or "Vehicle Registration Fee Revenue Bonds" shall mean one or more series of bonds issued by the Authority or an entity created by the Authority pursuant to this Agreement and the Bond Resolutions.

"County" shall have the meaning set forth in the introductory paragraph of this Agreement.

"Pledged Vehicle Fee Revenues" shall mean 100% of the funds collected by the County and the State of Texas from the levy of the Vehicle Fee, pursuant to Authorizing Law, without deduction, offset, or credit for any administrative charges or expenses incurred by the County or the Authority in connection with the levy and collection of the Vehicle Fee; provided, only that Pledged Vehicle Fee Revenues shall not include, and the County may offset and deduct, the amount of any returned checks, declined credit cards and similar deductions for amounts initially received by the County from the levy of the Vehicle Fee, but ultimately not retained by the County.

"Project" shall mean the acquisition, construction, maintenance and refinancing of any qualifying Authority long-term transportation project within the County, as approved by the Authority from time to time, and related improvements. There may be more than one Project.

"Resolution" shall mean the resolution authorizing the issuance of the Bonds.

"Vehicle Fee" shall have the meaning set forth in the recitals of this Agreement.

Section 1.02. Interpretations. All terms defined herein and all pronouns used in this Agreement shall be deemed to apply equally to singular and plural and to all gender. The titles and headings of the articles and sections of this Agreement have been inserted for convenience and shall not in any way modify or restrict any of the terms and provisions hereof. This Agreement and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

## ARTICLE II.

## SERVICES TO BE PROVIDED

Section 2.01. Construction of the Project. The Authority agrees to develop and/or finalize all engineering plans, specifications, and details required for the implementation of the Project. The Authority further agrees to implement the Project, including contracting with all individuals or entities necessary to complete the Project pursuant to State procurement and other applicable laws and in accordance with the engineering plans, specifications and other construction documents.

Section 2.02. Maintenance of the Project. Upon full and final completion of the Project, the Authority agrees to maintain the Project in a reasonably prudent manner. Pursuant to this Agreement and notwithstanding any other provision herein, (i) the County shall not have any obligation to maintain the Project and (ii) all obligations and liabilities with respect to the Project shall be the responsibility of the Authority.

Section 2.03. Issuance of the Bonds. The Authority agrees to sell the Bonds at the earliest, most feasible date. The Authority agrees to use a portion of the proceeds of the sale of the Bonds to finance the costs of the Project and to pay the costs associated with issuing the Bonds. The Resolution shall provide that the Bonds may be secured by a pledge of the Pledged Vehicle Fee Revenues and any interest earned thereon.

## ARTICLE III.

## OBLIGATIONS OF THE COUNTY

Section 3.01. Imposition, Collection and Remittance of Vehicle Fee by the County. In accordance with Section 502.402 of the Texas Transportation Code and in consideration of the construction of the Project by the Authority, the County covenants and agrees to take all steps necessary and authorized under the Authorizing Law and other applicable laws to continuously impose, collect and remit the Vehicle Fee during the term of this Agreement in the manner and to the maximum extent permitted by applicable law. The County also covenants and agrees that it will not cause a reduction, abatement, or exemption in the Vehicle Fee or in the amount in which it is authorized to be collected. The County further covenants and agrees that, during the term of this Agreement, within 30 days of receipt of the portion of the Pledged Vehicle Fee Revenues the County collects, it will pay to the Authority 100% of the Pledged Vehicle Fee Revenues the County collects, without demand, notice, counterclaim, or offset, including any administrative charges or expenses incurred by the County in connection with the levy and collection of the Vehicle Fee or the Pledged Vehicle Fee Revenues.

Section 3.02. Obligations of County to be Absolute. During the term of this Agreement as set forth in Section 4.01 below, the obligation of the County to make the payments set forth in this Agreement shall be absolute and unconditional, and until such time as the Bonds and the paying agent/registrar's fees, if any, have been fully paid or provision for payment thereof shall have been made in accordance with the Resolution, the County will not suspend or discontinue any payments provided for in this Agreement and will not terminate this Agreement for any

cause, including, without limiting the generality of the foregoing, failure of the Authority to implement the Project at the cost estimated or in accordance with the final plans and specifications; any acts or circumstances that might constitute failure of consideration, eviction, or constructive eviction; destruction of or damage to the Project; commercial frustration of purpose; or any failure of the Authority to perform and observe any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with this Agreement. Nothing contained in this Section shall be construed to release the Authority from performance of any of the agreements on its part contained in this Agreement, and in the event the Authority shall fail to perform any such agreement on its part, the County may institute such action against the Authority as the County may deem necessary to compel performance so long as this action does not abrogate the County's obligations to make the payments set forth in this Agreement. Nothing contained in this Section shall be construed to extend the term of this Agreement beyond the term set forth in Section 4.01 below.

Section 3.03. Collection and Calculation. Notwithstanding anything to the contrary contained in this Agreement:

(a) The County may offset and deduct the amount of any returned checks, declined credit cards and similar deductions for amounts initially received by the County but ultimately not retained by the County, it being agreed that, in accordance with applicable law, the County will neither retain for itself any collected Vehicle Fees nor pay to the Authority pursuant to this Agreement any revenues other than the Pledged Vehicle Fee Revenues.

(b) The County has no obligation to take any actions with respect to collection or enforcement of the Vehicle Fee; it being agreed that the obligations in Section 3.01 above are to impose the Vehicle Fee and to pay to the Authority the Pledged Vehicle Fee Revenues, and not to collect or enforce the Vehicle Fee.

(c) In the event there is a conflict between the Parties in regards to the amount of the Pledged Vehicle Fee Revenues owed by the County, the Hidalgo County Auditor will make the final determination as to the amount of any Pledged Vehicle Fee Revenues owed by the County under this Agreement.

## ARTICLE IV.

## MISCELLANEOUS PROVISIONS

Section 4.01. Term. This Agreement shall be in force and effect from the date of execution hereof to the earlier of (i) maturity of the Bonds or the redemption or defeasance thereof and (ii) 40 years from the date hereof.

Section 4.02. Amendments and Supplements. This Agreement may be amended, supplemented or extended by mutual agreement of the parties hereto, but not in such manner as to impair the rights of the holders of the Bonds.

Section 4.03. Merger. This Agreement embodies the entire understanding between the parties hereto and there are no prior effective representations, warranties, or agreements between the parties hereto.

Section 4.04. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application hereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected thereby.

[Signature pages follow]

EXECUTED in multiple counterparts as of the date first written above.

HIDALGO COUNTY, TEXAS

By:_____
Name: Ramon Garcia
Title: County Judge

ATTEST:

By:_____
Name: Arturo Guajardo, Jr.
Title: County Clerk

(SEAL)

HIDALGO COUNTY
REGIONAL MOBILITY AUTHORITY

By:_____
Name: Dennis Burleson
Title: Chairman, Board of Directors

ATTEST:

By:_____
Name: Ricardo Perez
Title: Secretary, Board of Directors

**Zimbra** **michael.leo@co.hidalgo.tx.us**

## RE: HCRMA / Hidalgo County VRF pledge agreement

**From :** Debra L. Goetz <dgr@atlashall.com> Mon, Jul 01, 2013 04:28 PM

**Subject :** RE: HCRMA / Hidalgo County VRF pledge agreement 2 attachments

**To :** 'Michael Leo' <michael.leo@co.hidalgo.tx.us>

**Cc :** 'roberto villarreal' <roberto.villarreal@co.hidalgo.tx.us>, 'Sandra De Leon' <sandra.deleon@co.hidalgo.tx.us>

Michael,

We have no further comments on the attached version of the agreement (which has one minor correction from last month's version), which will need to have the proper date inserted on the first page. Please let us know if there are any changes in the circumstances or if changes are requested to the agreement.

Debra L. Goetz
**ATLAS, HALL & RODRIGUEZ, LLP**
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502-3725
Direct Dial Number (956) 632-8242
Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address dgr@atlashall.com




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This communication does not reflect an intention by the sender or the sender's client or principal to conduct a transaction or make any agreement by electronic means. Nothing contained in this message or in any attachment shall satisfy the requirements for a writing, and nothing contained herein shall constitute a contract or electronic signature under the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transactions Act or any other statute governing electronic transactions.

**From:** Michael Leo [mailto:michael.leo@co.hidalgo.tx.us]
**Sent:** Monday, July 01, 2013 3:50 PM
**To:** Debra L. Goetz
**Cc:** roberto villarreal; Sandra De Leon
**Subject:** HCRMA / Hidalgo County VRF pledge agreement

Hello Debra,

Attached is the latest draft agreement provided by your office, and approved by legal and bond counsel for the RMA. It has been forwarded to the auditors for their review. Can we have your legal approval, so we may attach as back up for this agenda item? This will go to court for consideration next week, July 9th.

We really appreciate your work on this.

Respectfully,

Michael Leo
Economic Development Planner
Office of Hidalgo County Judge Ramon Garcia
302 W. University Dr.
Edinburg, TX 78539
Ph: (956) 318-2600
Fx: (956) 318-2699




**image001.jpg**
5 KB

**DM-#4275061-v4-Transportation_Project_and_Pledge_Agreement.docx**
27 KB

**AI-39501** **County Judge's Office 6. C.**

**CC REGULAR**

**Meeting Date:** 07/09/2013

**Submitted By:** Michael Leo, COUNTY JUDGE

**Department:** COUNTY JUDGE

## Information

### CAPTION

Discussion on upcoming I-69 Alliance events

### BACKGROUND

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 07/02/2013 08:28 AM |
| Obdett Calzada | Obdett Calzada | 07/02/2013 08:43 AM |
| Purchasing Department | Monica Badillo | 07/02/2013 05:15 PM |

Form Started By: Michael Leo Started On: 07/01/2013 05:24 PM

Final Approval Date: 07/02/2013

**AI-39536** **County Judge's Office 6. D.**

**CC REGULAR**

**Meeting Date:** 07/09/2013

**Submitted By:** Monica Badillo, EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

## Information

**CAPTION**

Resolution - 2013 Veterans Salute - Honoring All Who Served

**BACKGROUND**

## Attachments

Resolution

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 07/02/2013 05:09 PM |
| Purchasing Department | Monica Badillo | 07/02/2013 05:15 PM |

Form Started By: Monica Badillo Started On: 07/02/2013 05:02 PM

Final Approval Date: 07/02/2013

**RESOLUTION IN HONOR OF THE 2013 VETERANS SALUTE**

**WHEREAS,** America was founded on the principles of liberty, opportunity and justice for all and we recognize the men, women and families of the United States Armed Forces who have valiantly defended these values throughout our nation's history; and

**WHEREAS,** thousands of Hidalgo County residents have proudly served in the Armed Forces, and by answering the call of duty, risked their lives in response to combat, peacekeeping missions, rescue operations, and humanitarian relief efforts; and

**WHEREAS,** the Department of Veterans Affairs Valley Coastal Bend along with RGV Vets, Wounded Vets Foundation, The Texas Army National Guard, University of Texas Pan American, Medical Air Services Association and South Texas Vo Tech began the annual event in November of 2008 as a "welcome home celebration" for returning Iraq and Afghanistan veterans; today it continues to honor all veterans; and

**WHEREAS,** the Veterans Salute serves as a resource for veterans and their families to receive information about VA benefits, GI Bill information for higher education, vocational rehabilitiation services, and employment opportunites so veterans can resume a rewarding life; and

**WHEREAS,** the 2013 Veterans Salute will be held on Saturday, July 13 from 10:00 am to 3:00 pm at the Texas Army National Guard Armory in Weslaco, Texas.

**NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court hereby applauds the 2013 Veteran's Salute – Honoring All Who Served, for honoring all veterans as they return home from the Armed Forces, and encourages all veterans and their families to participate in this event.**

Dated this 9th day of July, 2013.

RAMON GARCIA
County Judge

A.C. CUELLAR, JR.
County Commissioner, Pct. 1

HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR.
County Clerk

**AI-39462** **Comm. Court Executive Office 7. C.**

**CC REGULAR**

**Meeting Date:** 07/09/2013

**Submitted For:** Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

**Department:** SAFETY DIVISION

## Information

**CAPTION**

Approval to accept settlement Money Order from Javier F. Hernandez in the amount of $65.00 to settle auto accident with County vehicle. (Sheriff Office)

**BACKGROUND**

DOL: 05/23/13

Acct #: 3-1100-360-00-000-005-0-000

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1100-360-00-000-005-0-000

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

**BUDGETARY IMPACT:**

No budgetary impact, revenue acct.

## Attachments

Javier F. Hernandez Settlement Money Order

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/27/2013 02:53 PM |
| Obdett Calzada | Obdett Calzada | 06/28/2013 03:16 PM |
| Purchasing Department | Monica Badillo | 07/02/2013 05:15 PM |

Form Started By: Aida Alvarez Started On: 06/27/2013 11:16 AM

Final Approval Date: 07/02/2013

DOCUMENT HAS MULTIPLE SECURITY FEATURES. SEE BACK FOR DETAILS.

Stripes LLC
4525 Ayers St. - 78415
P.O. BOX 9036
Corpus Christi, Texas 78469

# INTERNATIONAL MONEY ORDER

LIMITED RECOURSE: This Money Order will not be paid if it has been forged, altered, is a copy or stolen and in that event recourse shall be had only against the Endorser. This means that persons accepting this Money Order should accept it only from those known to them and against whom they have effective recourse. The money order cannot be converted electronically.
If the need arises to trace this Money Order, contact Stripes LLC at (361) 693-3653. There is an administrative service charge to trace Money Order. Charges may vary.

86-490/1031

HEAT SENSITIVE RUB AREA TO VERIFY

C-9773062237

US Dollars & Cents

$*****65.00

S/N: 9773062237 - Op: PRISCILLA - Loc: 9773

Pay to the Order of: County of Hidalgo

6/25/2013 ■ Sixty-five Dollars And Zero Cents

NOT VALID FOR OVER $65.00

SERVICE CHARGE: If the Money Order is not used or cashed (presented for payment) within six months of purchase date there will be a non-refundable administrative service charge, where permitted by law. The administrative service charge will be deducted from the face value shown on the Money Order. The administrative service charge shall be a monthly charge equal to 1 1/2% of the face value shown on the Money Order for each month retroactive to the beginning of such six months period, or if lower, the maximum amount permitted by law. The administrative charge assessed at the end of the six (6) months period shall be applied retroactive to the date of purchase.

Payable Through:
BancFirst
Oklahoma City, OK

Yolanda Lopez
PURCHASER SIGNATURE

3819 Camelia Rd. Edinburg.
PURCHASER ADDRESS

Claim # 13-05-23-1235
MEMO

⑆103104900⑆ 9773062237⑈ 3769

# Repair Invoice

| HCSO Motor Pool | |
|---|---|
| 711 El Cibolo Rd | |
| Edinburg, Texas 78539 | |
| 956.393.6185 | 956.393.6189 |

***Ruben Fausto***

| 342 | UNIT |
|---|---|
| 711 EL CIBOLO RD | |
| | |
| Edinburg, Texas 78539 | |
| | |
| | |

| INV0002461 | |
|---|---|
| 6/22/2013 | |
| 6/22/2013 | |
| FORD | F150 |
| 1FTRX12W98FB16672 | 51YTZ7 |
| 97107 | 2008 |

**PROBLEM DESCRIPTION:**

| QUANTITY | PART NUMBER | PART DESCRIPTION | PRICE | TOTAL |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

| QUANTITY | SERVICE | SERVICE | PRICE | TOTAL |
|---|---|---|---|---|
| 1 | REPAIR | BUFFED PASSENGER SIDE REAR BUMPER SCRATCH | | $65.00 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

***Always check your tires, lights, and fluid levels.***

| | |
|---|---|
| Other: | $0.00 |
| Tax: | $0.00 |
| **Total:** | $65.00 |
| Amount Paid: | $65.00 |
| **Balance Due:** | $0.00 |

Authorized signature _____

**AI-39463** **Comm. Court Executive Office 7. D.**

**CC REGULAR**

**Meeting Date:** 07/09/2013

**Submitted For:** Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

**Department:** SAFETY DIVISION

## Information

### CAPTION

Approval to accept settlement check from USAA General Indemnity Company in the amount of $469.10 to settle auto accident with County vehicle. (Precinct 1)

### BACKGROUND

DOL: 05/22/13

Acct #: 3-1100-360-00-000-005-0-000

## Attachments

USAA General Indemnity Company Settlement Check

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/27/2013 02:55 PM |
| Olga Garza | Olga Garza | 06/27/2013 03:08 PM |
| Purchasing Department | Monica Badillo | 07/02/2013 05:15 PM |

Form Started By: Aida Alvarez Started On: 06/27/2013 11:52 AM

Final Approval Date: 07/02/2013

MAIL DIRECT

03292.ZJC4.JSS650624038.01.01.997
COUNTY OF HIDALGO TEXAS
PO BOX 1356
ATTN SERGIO REYES
EDINBURG, TX 78540

USAA General Indemnity Company
PO Box 33490
San Antonio, TX 78265

INVOICE #: USAA-78990276216078446720
USAA #: 027629978
LOSS RPT #: 1
LOSS DATE: 05/22/2013
POLICYHOLDER:
JAMES B ARENDS

LOB: AUT
CLAIMS REP: 07456-76
CHECK #: 0005551077
CHECK DATE: 06/19/2013

| EXPLANATION OF PAYMENT | TOTAL PAYMENT AMOUNT |
|---|---|
| Payment under Property Damage Liability Coverage COUNTY OF HIDALGO SAFETY DIVISION, 1998 GMC TRUCK 1500 | $**469.10 |

18433-0709 93868-1209

FACE OF DOCUMENT HAS A MULTI-COLORED BACKGROUND. THE BACK CONTAINS AN ARTIFICIAL WATERMARK. HOLD AT ANGLE TO VIEW.

USAA

USAA General Indemnity Company
PO Box 33490
San Antonio, TX 78265

0005551077

DATE
06/19/2013

CHECK AMOUNT
$**469.10

PAY **Four Hundred Sixty-Nine and 10/100 s**

TO THE ORDER OF: COUNTY OF HIDALGO TEXAS

USAA #: 027629978 / LR #: 1

NATURE OF PAYMENT:
Payment under Property Damage Liability Coverage COUNTY OF HIDALGO SAFETY DIVISION, 1998 GMC TRUCK 1500
BANK OF AMERICA - HARTFORD, CT

VOID 180 DAYS FROM ISSUE DATE

AUTHORIZED SIGNATURE

"0005551077" :011900445: 2240015665"

PAYNE COLLISION CENTER
727 E. BUSINESS 83
WESLACO, TX 78596
PHONE - 956-973-0782
FAX - 956-973-2513

***** PRELIMINARY ESTIMATE *****

06/10/2013 01:05 PM

## Owner

**Owner:** HIDALGO COUNTY PCT 1

## Inspection

**Inspection Date:** 06/10/2013 01:05 PM
**Inspection Type:**

**Appraiser Name:** ROBERTO FIGUEROA
**Email:** ROBERTF@PAYNEGROUP.COM
**Appraiser License # :**

## Repairer

**Repairer:** PAYNE COLLISION CENTER, INC.
**Address:** 727 E. BUSINESS 83
**City State Zip:** Weslaco, TX 78596

**Contact:**
**Work/Day:** (956)973-0753
**Work/Day:** (956)973-0782
**FAX:** (956)973-2513

## Vehicle

1998 GMC C1500 SL 2 DR Ext Cab Long Bed
8cy. Gasoline 5.0
4 Speed Automatic

**Lic Expire:**
**Veh Insp# :**
**Condition:**
**Ext. Color:** WHITE
**Ext. Refinish:** Two-Stage

**VIN:** 1GTEC19M2WE520656
**Mileage Type:** Actual
**Code:** U8023C
**Int. Color:**
**Int. Refinish:** Two-Stage

## Options

AM/FM Stereo
Anti-Lock Brakes
Dual Airbags
Intermittent Wipers
Lighted Entry System
Power Brakes
Power Steering
Rear Step Bumper
Tachometer
Tinted Glass
Vinyl Seats

## Damages

| Line | Op | Guide | MC | Description | MFR.Part No. | Price | ADJ% | B% | Hours | R |
|---|---|---|---|---|---|---|---|---|---|---|
| **Rear Bumper** | | | | | | | | | | |
| 1 | PC | 388 | | Bumper,Rear Step | Replace PXN Reconditioned | $249.00 | | | 1.7 | SM |
| 2 | L | 388 | 13 | Bumper,Rear Step | Refinish | | | | 1.8 | RF |

1.0 Surface
0.6 Two-stage setup
0.2 Two-stage

**Manual Entries**

| | | | | |
|---|---|---|---|---|
| 3 SB | HAZ MAT | Sublet Repair | $5.00* | SM* |

**3 Items**

| MC | Message |
|---|---|
| 13 | INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE |

**Estimate Total & Entries**

| | | | |
|---|---|---|---|
| **Other Parts** | | $249.00 | |
| **Paint Materials** | | $50.40 | |
| **Parts & Material Total** | | | $299.40 |
| **Tax on Parts & Material** | @ 8.250% | | $24.70 |

| Labor | Rate | Replace Hrs | Repair Hrs | Total Hrs | | |
|---|---|---|---|---|---|---|
| **Sheet Metal (SM)** | $40.00 | 1.7 | | 1.7 | $68.00 | |
| **Mech/Elec (ME)** | $75.00 | | | | | |
| **Frame (FR)** | $45.00 | | | | | |
| **Refinish (RF)** | $40.00 | 1.8 | | 1.8 | $72.00 | |
| **Paint Materials** | $28.00 | | | | | |
| **Labor Total** | | | | 3.5 Hours | | $140.00 |
| **Sublet Repairs** | | | | | $5.00 | |
| **Gross Total** | | | | | | **$469.10** |
| **Net Total** | | | | | | **$469.10** |

Alternate Parts Y/01/01/00/00/00 CUM 01/01/00/00/00 Zip Code: 78596 Default
Recycled Parts NOT REQUESTED

**Audatex Estimating 7.0.019 ES 06/10/2013 01:06 PM REL 7.0.019 DT 05/01/2013**
**Copyright (C) 2013 Audatex North America, Inc.**

**0.8 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.**

**Op Codes**

| | | |
|---|---|---|
| * = User-Entered Value | E = Replace OEM | NG = Replace NAGS |
| EC = Replace Economy | OE = Replace PXN OE Srpls | UE = Replace OE Surplus |
| ET = Partial Replace Labor | EP = Replace PXN | EU = Replace Recycled |
| TE = Partial Replace Price | PM = Replace PXN Reman/Rebit | UM = Replace Reman/Rebuilt |
| L = Refinish | PC = Replace PXN Reconditioned | UC = Replace Reconditioned |
| TT = Two-Tone | SB = Sublet Repair | N = Additional Labor |
| BR = Blend Refinish | I = Repair | IT = Partial Repair |
| CG = Chipguard | RI = R & I Assembly | P = Check |

**AI-39495** **Comm. Court Executive Office 7. E.**

**CC REGULAR**

**Meeting Date:** 07/09/2013

**Submitted For:** Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

**Department:** SAFETY DIVISION

## Information

**CAPTION**

Approval to accept settlement check from Endeavor General Insurance Agency in the amount of $2,558.77 to settle auto accident with County vehicle. (Precinct 1)

**BACKGROUND**

DOL: 04/23/13

Acct #: 3-1100-360-00-000-005-0-000

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1100-360-00-000-005-0-000

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

**BUDGETARY IMPACT:**

Revenue account.

## Attachments

Endeavor General Insurance Agency Settlement Check

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 07/01/2013 04:11 PM |
| Obdett Calzada | Obdett Calzada | 07/01/2013 04:30 PM |
| Purchasing Department | Monica Badillo | 07/02/2013 05:15 PM |

Form Started By: Aida Alvarez Started On: 07/01/2013 02:27 PM

Final Approval Date: 07/02/2013

ENDEAVOR GENERAL AGENCY, LLC / PAYMENT ON BEHALF OF OLD AMERICAN COUNTY MUTUAL 53255

CHECK NUMBER: 53255
DATE ISSUED: June 24, 2013
ISSUING CODE: C
AMOUNT: $2,558.77
REASON: Property Damage Liability
CLAIM NUMBER: 2013-TXE04820-A
DATE OF LOSS: 04/23/2013
INSURED: DONACIANO JR. PEREZ-(
CLAIMANT: ENRIQUE RIOS

COUNTY OF HIDALGO
ATTN SAFETY DIVISION
PO BOX 1356
EDINBURG, TX 78540

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER.

53255

**ENDEAVOR GENERAL AGENCY, LLC**
**PAYMENT ON BEHALF OF OLD AMERICAN COUNTY MUTUAL**
3723 SOUTH FM 551
ROYSE CITY, TEXAS 75189-5763

**JPMORGAN CHASE BANK, N.A.**
DALLAS, TEXAS

32-61/1110

| DATE | AMOUNT |
|---|---|
| June 24, 2013 | $2,558.77 |

TWO THOUSAND FIVE HUNDRED FIFTY-EIGHT AND 77/100 DOLLARS

PAY TO THE ORDER OF
HIDALGO COUNTY
ATTN SAFETY DIVISION
PO BOX 1356
EDINBURG, TX 78540

PROPERTY DAMAGE-2002 RD688S

**VOID AFTER 90 DAYS**

SECURITY FEATURES INCLUDED. DETAILS ON BACK

⑈053255⑈ ⑆111000614⑆ 6384771179⑈

ENDEAVOR GENERAL AGENCY, LLC / PAYMENT ON BEHALF OF OLD AMERICAN COUNTY MUTUAL 53255

CHECK:
HIDALGO COUNTY
ATTN SAFETY DIVISION
PO BOX 1356
EDINBURG, TX 78540

CHECK NUMBER: 53255
DATE ISSUED: June 24, 2013
ISSUING CODE: C
AMOUNT: $2,558.77
REASON: Property Damage Liability
CLAIM NUMBER: 2013-TXE04820-A
DATE OF LOSS: 04/23/2013
INSURED: DONACIANO JR. PEREZ-(
CLAIMANT: ENRIQUE RIOS

## Rush Truck Center - Pharr

**4700 N. Cage Blvd.**
**Pharr, TX 78577**

Phone: (956)782-4511
Fax: (956)702-5189

| | | | |
|---|---|---|---|
| Reference #: | 238865 | Year: | 2002 |
| Date: | 6/3/2013 | Make: | Mack |
| Name: | hidalgo 1 | Model: | RD 600 |
| Insurance Co: | | VIN: | 1M2P267C72M063941 |
| Estimated By: | TIMOTHY SANTIAGO | Unit #: | |

| Operation | Description | Part # | Labor | Paint | ----------Parts---------- | Sublet |
|---|---|---|---|---|---|---|

### TERMS & CONDITIONS

The above is an estimate based on our inspections and does not cover any additional parts or labor which may be required after the work has started. Occasionally worn and damaged parts are discovered which may not be evident on the first inspection. Because of this the above prices are not guaranteed. Quotations and labor are current and subject to change.

This is a preliminary estimate. Additional changes to the estimate may be required for the actual repair.

Signed _____ Date _____

| Summary | Hours | Disc | Rate | Total |
|---|---|---|---|---|
| Body Labor | 11.50 | | $88.20 | $1,014.30 |
| Paint Labor | 7.00 | | $88.20 | $617.40 |
| Mechanical | | | $115.00 | $0.00 |
| Frame | | | $81.00 | $0.00 |
| Miscellaneous | | | | $0.00 |
| Parts | $566.42 | | | $566.42 |
| Sublet | | | | $290.00 |

| Tax Detail: | | |
|---|---|---|
| | Sub-total | $2,488.12 |
| City (Parts, Materials) | Sales Tax | $70.65 |
| County (Parts, Materials) | Total | $2,558.77 |
| State (Parts, Materials) | Betterment | $0.00 |
| $856.42 @ 8.250%: $70.65 | Deductible | $0.00 |
| | Grand Total | $2,558.77 |

An '*' indicates user change of database part and '^' indicates manually entered or custom database rows.


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**AI-39508** **Comm. Court Executive Office 7. F.**

**CC REGULAR**

**Meeting Date:** 07/09/2013

**Submitted For:** Rick Alvarez **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

## Information

### CAPTION

National Association of Counties:
Approval to appoint Ramon Garcia, County Judge as voting delegate and appoint Larry Gallardo, Constable Pct. 3 as an alternate to NACO

### BACKGROUND

## Attachments

info

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 07/02/2013 10:25 AM |
| Manuel Chapa | Manuel Chapa | 07/02/2013 11:47 AM |
| Purchasing Department | Monica Badillo | 07/02/2013 05:15 PM |

Form Started By: Monica Badillo Started On: 07/02/2013 09:45 AM

Final Approval Date: 07/02/2013

NACo National Association of Counties

# MEMORANDUM

**ELECTION OF SECOND VICE PRESIDENT**

To: County Board Chairpersons, Parish Presidents, Borough Mayors, County Judges and Elected County Executives
From: Chris Rodgers, NACo President
Date: May 20, 2013
Subject: Voting Credentials – 2013 Annual Conference

NACo is preparing for the 78th Annual Conference to be held July 19-22, 2013, in Tarrant County, TX. It is important that your county participates in the association's annual election of officers and policy adoption. **In order to participate, a county must have paid its membership dues and have one paid registrant for the conference, according to NACo bylaws.**

Please read the enclosed information carefully. Indicate on the credentials form the name of the county voting delegate and alternate authorized to pick up your county's voting materials.

A checklist is enclosed to assist you in filling out the voting credentials form. Additionally, **the chief elected official of your county must sign the form**. A chief elected official may include the following:

- board chair/president
- mayor
- county judge
- **elected** county executive

*Please fill out this form in advance and mail, fax or scan and e-mail the enclosed form by **FRIDAY, JUNE 28.***

If you are not planning to register for the conference, you do not have to turn in the credentials form.

Alex Koroknay-Palicz - Fax (202) 393-2630

Credentials Committee
Attn: Alex Koroknay-Palicz
National Association of Counties
25 Massachusetts Ave, NW, Suite 500
Washington, DC 20001

AKPalicz@naco.org

Membership Coordinator, Alex Koroknay-Palicz, can be reached at 888.407.NACo (6226) x291, his direct line at 202.942.4291 or *akpalicz@naco.org*. We look forward to seeing you in Tarrant County!

# *Credentials Checklist*

Please use the following checklist before returning the credentials form.

YES NO Has my county/parish/borough paid its 2013 NACo dues?

*If no, please contact NACo's Membership department at 888.407.NACo (6226). 2013 dues must be paid before votes may be cast.*

YES NO Has my county/parish/borough registered or at least one person from my county/parish/borough paid the registration fee to attend the conference?

*If no, STOP. The county must have at least one paid conference registrant to cast a ballot, according to NACo's bylaws. If no one from your county is registered for the conference, your county may not vote in the election. If your county does not plan on registering for the conference, you do not need to turn this credentials form back in to the NACo office.*

**If you have answered "YES" to both of the above questions, please continue.**

YES NO Has my county designated a voting delegate and alternate, if applicable?

*Only ONE alternate may be designated per county. If more than one alternate is designated per form, only the first will be counted as the credentialed voting alternate.*

YES NO Has the chief elected official of my county/parish/borough (board chair, mayor, parish president, elected county executive) signed the credentials form?

*If you have answered yes to all questions, please either fax, mail or e-mail a scanned letter, the credentials form by Friday, June 28, 2013 to:*

Alex Koroknay-Palicz
Fax # (202) 393-2630

**Or:**

Credentials Committee
Attn: Alex Koroknay-Palicz
National Association of Counties
25 Massachusetts Ave., NW, Suite 500
Washington, DC 20001

**Or:**

AKPalicz@naco.org

If you have questions call or e-mail Alex Koroknay-Palicz at 888.407.NACo (6226) or his direct line: (202) 942-4291. E-mail: *akpalicz@naco.org*

# 2013 General Voting Frequently Asked Questions

**On what issues or for which candidates do counties/parishes/boroughs vote?**
Counties vote on resolutions that set NACo legislative and association policy for the coming year. Delegates also elect NACo officers for the coming year. The position of second vice president is usually the one position that is contested.

**How can my county vote?**
A county must be a NACo member "in good standing" in order to vote. This means your county's dues for 2013 must be paid before the voting occurs. **Also, the county must have at least one paid registration for the annual conference and have proper credentials.**

**What are credentials?**
Credentials attest to a county's eligibility to vote. Credentials contain information on the number of votes a county is eligible to cast, as well as the identity of the delegate that is authorized to cast the county's vote.

**How is the credentials form distributed?**
The form is mailed to the chief elected official of member counties so that the county can provide the name of the voting delegate to NACo. Only counties that have paid their 2013 NACo dues will receive a credentials form. This form is mailed in May. Please return this form by Friday, June 28, 2013.

**My county has misplaced the credentials form. What should I do?**
The credentials form will be available in the Elections and Voting Credentials section of the NACo website (*www.naco.org/credentials*) shortly after it is mailed. A member login is required to download and print the form. After you download, print, and fill out the form correctly, you can return it to NACo. Please call Alex Koroknay-Palicz at 888.407.NACo (6226) x291 if you need assistance.

**If my county is not registering for the Annual Conference, does my county have to send in the credentials form?**
No. Only counties who register are able to vote. Please do not return the credentials form to the NACo office if your county does not plan to register for the Annual Conference.

**What is a voting delegate?**
A voting delegate is someone authorized by your county/parish/borough board to pick up a ballot and cast your county's votes at the annual conference. The delegate must have a paid registration to the conference.

**Who may be a voting delegate?**
Any elected or appointed official or staff member from your county/parish/borough may be a voting delegate. That decision is up to your county board.

**What is an alternate?**
An alternate is another elected or appointed official or staff member from the county delegated by the county to pick up and cast its ballot. The alternate must have a paid registration to the conference.

- The delegate OR alternate listed on the credentials form may pick up your county's ballot.

**My county has only one person attending the conference. Does my county have to designate an alternate?**
No. It is not necessary to list an alternate if a delegate is named.

**Whose ballots may the state associations of counties/parishes/boroughs receive?**
Your state association of counties/parishes/boroughs is allowed to pick up any unclaimed ballots from counties/parishes/boroughs that have registered delegates. The pick-up for state associations is Sunday afternoon during the conference. The state association may then cast those ballots in the election.

**My county does not want our state association to pick up our votes. How does my county go about indicating this decision?**
You must check the box that says *"If my ballot is not picked up, I DO NOT AUTHORIZE my state association to pick up or cast my county's vote. I understand that my county's votes will NOT be cast if I select this option."*

- Remember that your county's votes will not be cast at all with this option if your delegate does not pick up the ballot.

**What does "vote by proxy" mean?**
A county may designate a conference attendee from another county within that state or its state association to cast its ballot as long as BOTH are registered conference attendees.

**Why would a county vote by proxy?**
Counties may vote by proxy for a number of reasons. One example would be a county official who needs to leave the conference before the vote is taken and would want another county to vote on his/her behalf.

**How would my county vote by proxy?**
In order to vote by proxy:

- Your county and the county you give your vote to must have paid their 2013 dues
- Your county must have at least one paid conference registration for the conference, even if no officials are attending
- After your delegate picks up your county's ballot, your delegate and the other county's delegate must both sign the back of the ballot for the transfer to be valid

**If I do not get my credentials form into the NACo office by June 28, may I become credentialed on site at the conference?**
Yes. You must either bring the original credentials form signed by your chief elected official with you or a letter from your chief elected official designating you as his/her designee to be able to vote in the election.

**My county won't be attending this year's Annual Conference, can we still vote?**
Yes. Your county can still have its votes counted without attending the conference, but one person from your county still needs to register. You must have at least one person registered by 8:30 AM EDT on July 16. If you register, do not plan to attend and wish to vote, you MUST designate your state association president as your delegate on the Credentials Form. Your state association president or his/her designee will pick up and cast your ballot.

**How does NACo determine the number of votes each county receives?**
The number of votes is determined by the amount of dues a county pays. Dues are based on population. All counties are entitled to at least one vote. Members with more than $499 in dues are entitled to one additional vote for each additional $500 in dues or fraction thereof paid in the year the meeting is held.

- Counties with dues of $400 to $499 receive one vote.
- Counties with dues of $500 to $999 receive two votes.
- Counties with dues of $1000 to $1,499 receive three votes, and so on.
- The maximum number of votes a county can receive is 112.

**My county has 10 votes. How can our 25 commissioners divide or share the votes?**
That is up to your county. NACo has no rule as to how counties decide to allocate their votes. Counties may split their vote amongst the candidates running for second vice president if it is desired.

**I've heard the term "unit vote" used. What is that?**
Some states, by custom or policy, cast all of their votes as a block or "unit." State associations typically have a meeting before the election to determine how they will handle the voting process.

- Check with your state association regarding the time, date and location of this meeting.
- NACo bylaws permit each county to cast its vote as it chooses. Your county does not have to vote with your state association should you so choose.

**When does the voting take place?**
This year's election will be held on Monday, July 22, 2013 at 10:30 am at the NACo Annual Business Meeting.

**How does the voting occur?**
Votes are cast by state, not by state association. Counties from a state sit together as a delegation. The reading clerk will call out states at random. A state appointed representative will approach the microphone and call out that state's vote. This will continue until one of the candidates has a majority (fifty percent plus one – 50% + 1) of the total number of votes being cast. Voting may still continue after the fifty percent plus one mark has been reached.

**What is a roll call?**
Roll call is a way of voting for NACo resolutions to be passed. If a roll call is necessary, the names of the states will be read out in alphabetical order by the reading clerk. A state appointed representative will approach the microphone and call out that state's vote as "yes" or "no." A weighted vote will be used. This will continue until all votes have been cast.

**AI-39228** **Fire Marshal's Office 8. A.**

**CC REGULAR**

**Meeting Date:** 07/09/2013

**Submitted By:** Sulema Cavazos, FIRE MARSHAL'S DEPT.

**Department:** FIRE MARSHAL'S DEPT.

## Information

### CAPTION

Recognition of Fire Marshal's Office Employee, Senior Deputy Fire Marshal Tommy Ureste for receiving the Sole Texas International Association of Arson Investigators "Jack Sneed" Fire Investigator of the Year Award 2012/2013, for outstanding performance in the field of Fire/Arson Investigations and Public Education.

### BACKGROUND

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/13/2013 11:07 AM |
| Purchasing Department | Monica Badillo | 07/02/2013 05:15 PM |

Form Started By: Sulema Cavazos Started On: 06/13/2013 09:05 AM

Final Approval Date: 07/02/2013

**AI-39230** **Fire Marshal's Office 8. B.**

**CC REGULAR**

**Meeting Date:** 07/09/2013

**Submitted By:** Sulema Cavazos, FIRE MARSHAL'S DEPT.

**Department:** FIRE MARSHAL'S DEPT.

## Information

### CAPTION

Discussion, Consideration, and Action for the Appointment of the following Auxiliary Fire Marshal Personnel for the purposes of the Certification Commissions: Under Authority of LGC 352.011 (Section A). Approval to Appoint: Victor Ramirez and John O'Valle.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:**

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

### BUDGETARY IMPACT:

No budgetary impact.

## Attachments

LGC 352.011

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/14/2013 02:23 PM |
| Obdett Calzada | Obdett Calzada | 07/01/2013 03:41 PM |
| Purchasing Department | Monica Badillo | 07/02/2013 05:15 PM |

Form Started By: Sulema Cavazos Started On: 06/13/2013 09:08 AM

Final Approval Date: 07/02/2013

**SUBCHAPTER B. COUNTY FIRE MARSHAL**

Sec. 352.011. CREATION OF OFFICE; TERM. (a) The commissioners court of a county may establish the office of county fire marshal and provide office facilities, equipment, transportation, assistants, and professional services for that office.

(b) The commissioners court shall establish the term of office for a county fire marshal for a period not to exceed two years.

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

Sec. 352.012. QUALIFICATIONS FOR OFFICE. (a) To qualify for office, the county fire marshal must take the oath prescribed by the constitution of this state and post a bond as required by the commissioners court conditioned that the marshal will faithfully and strictly perform the duties of the office.

(b) The county fire marshal may not be directly or indirectly interested in the sale of fire-fighting equipment and may not be engaged in any type of fire insurance business.

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

Sec. 352.013. INVESTIGATION OF FIRES. (a) The county fire marshal shall:

(1) investigate the cause, origin, and circumstances of fires that occur within the county but outside the municipalities in the county and that destroy or damage property or cause injury; and

(2) determine whether a fire was the result of negligent or intentional conduct.

(b) The commissioners court of a county, with the advice of the county fire marshal, shall adopt rules and procedures for determining which fires warrant investigation by the county fire marshal. The county fire marshal shall begin an investigation within 24 hours after the receipt of information regarding a fire that warrants investigation under commissioners court rules and procedures. The 24-hour period does not include a Sunday.

(c) In the performance of official duties, the county fire marshal, at any time of day, may enter and examine a structure where a fire has occurred and may examine adjacent premises.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 2003, 78th Leg., ch. 371, Sec. 1, eff. Sept. 1, 2003.

**AI-39327** **Constables 9. A.**

**CC REGULAR**

**Meeting Date:** 07/09/2013

**Submitted For:** Chief Campos **Submitted By:** Roxanne De La Cruz, CONSTABLE PCT. #2

**Department:** CONSTABLE PCT. #2

## Information

### CAPTION

Constable Pct. #2:
Acceptance of Constable Martin "Marty" Cantu's proof of Texas Peace Officer License in accordance with Texas Local Government Code 86.0021.

### BACKGROUND

Local Government Code: Sec. 86.0021. QUALIFICATIONS; REMOVAL. (a) A person is not eligible to serve as constable unless:(1) the person is eligible to be licensed under Sections 1701.309 and 1701.312, Occupations Code, and:(A) has at least an associate's degree conferred by an institution of higher education accredited by an accrediting organization recognized by the Texas Higher Education Coordinating Board;(B) is a special investigator under Article 2.122(a), Code of Criminal Procedure; or(C) is an honorably retired peace officer or honorably retired federal criminal investigator who holds a certificate of proficiency issued under Section 1701.357, Occupations Code; or(2) the person is an active or inactive licensed peace officer under Chapter 1701, Occupations Code.(b) On or before the 270th day after the date a constable takes office, the constable shall provide, to the commissioners court of the county in which the constable serves, evidence that the constable has been issued a permanent peace officer license under Chapter 1701, Occupations Code. A constable who fails to provide evidence of licensure under this subsection or who fails to maintain a permanent license while serving in office forfeits the office and is subject to removal in a quo warranto proceeding under Chapter 66, Civil Practice and Remedies Code

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:**

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

**BUDGETARY IMPACT:**

No budgetary impact.

## Attachments

backup

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/19/2013 03:23 PM |
| Obdett Calzada | Obdett Calzada | 06/28/2013 03:23 PM |
| Purchasing Department | Monica Badillo | 07/02/2013 05:15 PM |

Form Started By: Roxanne De La Cruz Started On: 06/19/2013 10:07 AM

Final Approval Date: 07/02/2013

# Texas Commission On Law Enforcement Officer Standards And Education

## Personal Information

| Name | TCLEOSE ID (P ID) | STATUS |
|---|---|---|
| MARTIN N. CANTU | 160827 | |

| Citizen | Race | Gender | Federal ID | State ID |
|---|---|---|---|---|
| Yes | Hispanic | Male | | |

## Education Information

| Institution | Hours | Education |
|---|---|---|
| | 0 | High School |
| **Total Hours** | 0 | |
| **Total Education Hours** | 0 | |

## Service History

| Appointed As | Department | Award | Service Start Date | Service End Date | Service Time |
|---|---|---|---|---|---|
| Constable (Full Time) | HIDALGO CO. CONST. PCT. 2 | Peace Officer License | 1/1/2013 | | 0 years, 6 months |
| Reserve Officer | HIDALGO CO. CONST. PCT. 4 | Peace Officer License | 1/1/2009 | | 4 years, 6 months |
| Peace Officer | HIDALGO CO. CONST. PCT. 4 | Peace Officer License | 12/19/2002 | 12/31/2008 | 6 years, 0 months |
| Peace Officer | HIDALGO CO. SHERIFF'S OFFICE | Peace Officer License | 8/17/1998 | 10/6/2002 | 4 years, 2 months |
| Peace Officer | HIDALGO POLICE DEPT. | Peace Officer License | 10/1/1996 | 8/12/1998 | 1 years, 10 months |
| Reserve Officer | SAN JUAN POLICE DEPT. | Peace Officer License | 3/26/1996 | 9/23/1996 | 0 years, 6 months |

## Total Service Time

| Description | Service Time |
|---|---|
| Constable | 0 years, 6 months |
| Peace Officer | 12 years, 0 months |
| Reserve Officer | 5 years, 0 months |
| Total officer time | 17 years, 0 months |

## Award Information

| Award | Type | Action | Action Date |
|---|---|---|---|
| Peace Officer License | License | | |
| | | Granted | 6/7/1996 |
| Basic Peace Officer | Certificate | | |
| | | Certification Issued | 6/7/1996 |
| Basic Instructor Proficiency | Certificate | | |
| | | Certification Issued | 5/4/2007 |

**AI-39312** **Constables 9. B.**

**CC REGULAR**

**Meeting Date:** 07/09/2013

**Submitted For:** J.E. Guerra **Submitted By:** Joel Rivera, CONSTABLE PCT. #4

**Department:** CONSTABLE PCT. #4

## Information

### CAPTION

Constable Pct. #4:
Acceptance of Constable J.E. "Eddie" Guerra's proof of Texas Peace Officer license in accordance with Texas Local Government Code 86.0021

### BACKGROUND

Local Government Code: Sec. 86.0021. QUALIFICATIONS; REMOVAL. (a) A person is not eligible to serve as constable unless:(1) the person is eligible to be licensed under Sections 1701.309 and 1701.312, Occupations Code, and:(A) has at least an associate's degree conferred by an institution of higher education accredited by an accrediting organization recognized by the Texas Higher Education Coordinating Board;(B) is a special investigator under Article 2.122(a), Code of Criminal Procedure; or(C) is an honorably retired peace officer or honorably retired federal criminal investigator who holds a certificate of proficiency issued under Section 1701.357, Occupations Code; or(2) the person is an active or inactive licensed peace officer under Chapter 1701, Occupations Code.(b) On or before the 270th day after the date a constable takes office, the constable shall provide, to the commissioners court of the county in which the constable serves, evidence that the constable has been issued a permanent peace officer license under Chapter 1701, Occupations Code. A constable who fails to provide evidence of licensure under this subsection or who fails to maintain a permanent license while serving in office forfeits the office and is subject to removal in a quo warranto proceeding under Chapter 66, Civil Practice and Remedies Code

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:**

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

### BUDGETARY IMPACT:

No budgetary impact.

## Attachments

Guerra docs

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/18/2013 03:36 PM |
| Obdett Calzada | Obdett Calzada | 06/28/2013 03:23 PM |
| Purchasing Department | Monica Badillo | 07/02/2013 05:15 PM |

Form Started By: Joel Rivera Started On: 06/18/2013 02:14 PM

Final Approval Date: 07/02/2013

# Texas Commission On Law Enforcement Officer Standards And Education

## Personal Information

| Name | TCLEOSE ID (P ID) | STATUS |
|---|---|---|
| JOSE E. GUERRA | 93437 | |

| Citizen | Race | Gender | Federal ID | State ID |
|---|---|---|---|---|
| Yes | Hispanic | Male | | 9803602 |

## Education Information

| Institution | Hours | Education |
|---|---|---|
| | 139 | Bachelor |
| **Total Hours** | 139 | |
| **Total Education Hours** | 2780 | |

## Service History

| Appointed As | Department | Award | Service Start Date | Service End Date | Service Time |
|---|---|---|---|---|---|
| Constable | HIDALGO CO. CONST. PCT. 4 | Peace Officer License | 1/1/2009 | | 4 years, 6 months |
| Peace Officer | HIDALGO CO. CONST. PCT. 1 | Peace Officer License | 11/8/2006 | 12/31/2008 | 2 years, 2 months |
| Peace Officer | HIDALGO CO. SHERIFF'S OFFICE | Peace Officer License | 1/1/2001 | 11/6/2006 | 5 years, 10 months |
| Reserve Officer | HIDALGO CO. SHERIFF'S OFFICE | Peace Officer License | 12/7/1998 | 12/31/2001 | 3 years, 1 months |
| Reserve Officer | HIDALGO CO. CONST. PCT. 4 | Peace Officer License | 6/6/1995 | 12/14/1998 | 3 years, 6 months |

## Total Service Time

| Description | Service Time |
|---|---|
| Constable | 4 years, 6 months |
| Peace Officer | 8 years, 0 months |
| Reserve Officer | 6 years, 7 months |
| Total officer time | 18 years, 1 months |

## Award Information

| Award | Type | Action | Action Date |
|---|---|---|---|
| Conditional Reserve | License | | |
| | | Granted | 6/27/1995 |
| Peace Officer License | License | | |
| | | Granted | 8/22/1996 |
| Basic Peace Officer | Certificate | | |
| | | Certification Issued | 8/22/1996 |
| Advanced Peace Officer | Certificate | | |
| | | Certification Issued | 8/26/2003 |

# Award Information

| Award | Type | Action | Action Date |
|---|---|---|---|
| Intermediate Peace Officer | Certificate | | |
| | | Certification Issued | 8/26/2003 |
| Master Peace Officer | Certificate | | |
| | | Certification Issued | 11/5/2004 |
| Civil Process Proficiency Certificate | Certificate | | |
| | | Certification Issued | 7/13/2010 |

# TEXAS COMMISSION ON LAW ENFORCEMENT
# OFFICER STANDARDS AND EDUCATION

Timothy A. Braaten
Executive Director

2/20/2009

JOSE E. GUERRA
HIDALGO CO. CONST. PCT. 4
1212 S. 25TH
EDINBURG, TX 78539

REF: JOSE E. GUERRA - 93437
Constable - Peace Officer License
Date of appointment: 1/1/2009

Dear Administrator:

The Commission has received an employment report (L-1) for the licensee referenced above. The Commission's records have been updated to note the licensee's current employment. This acknowledgement must be maintained in your agency's personnel files and must be available to Commission staff upon request.

TIMOTHY A. BRAATEN
Executive Director

**AI-39255** **District Courts 10. A.**

**CC REGULAR**

**Meeting Date:** 07/09/2013

**Submitted By:** Teresa Navarro, 449TH DISTRICT COURT

**Department:** 449TH DISTRICT COURT

## Information

### CAPTION

449th District Court:
Requesting approval of the following claim/invoice with authority for the County Treasurer to issue payment/check after review, audit and processing procedures are completed by the County Auditor.

| Vendor | Invoice Date | Amount |
|---|---|---|
| Merab Alexandra Rodriguez | 6/7/13 | $210.00 |

### BACKGROUND

To provide interpreting services for Juveniles and Juvenile's parents

3-1100-412-00-011-001-0-831

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1100-412-00-011-001-0-831

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

**BUDGETARY IMPACT:**

Amount available for requisition# 238448 as of 6-14-13 $210.00 for RODRIGUEZ, MERAB ALEXANDRA.

## Attachments

invoice

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/14/2013 02:24 PM |
| Manuel Chapa | Manuel Chapa | 06/27/2013 03:15 PM |
| Purchasing Department | Monica Badillo | 07/02/2013 05:15 PM |

Form Started By: Teresa Navarro Started On: 06/14/2013 09:05 AM

Final Approval Date: 07/02/2013

# CI Invoice - Invoice: June 4-7, 2013

Invoice

449th District Court Juv of Hidalgo County
State of Texas
Honorable Judge Jesse Contreras
1001 N. Doolittle RD
(PO Box 267)
Edinburg, TX. 78540

Attention:
Regina Moreno, Court Coordinator

Make checks payable to :

Interpreters Name: Merab Alexandra Rodriguez
Social Security No.: [redacted]
Phone Number: (956) 638-6230
Address: 4104 Esperanza Ave.
McAllen, Texas 78501
Language Interpreted: English to Spanish

| Date |
|---|
| 6/7/2013 |

| Due Date |
|---|
| 6/14/2013 |

| | Date of Assignment | Plaintiff/Defendants Name | Case No. | Type of Proceeding | Start Time of Work | End Time of Work | Hours to be Paid (Rounded up to the nearest quarter hour) | Hourly Rate | Total Amount |
|---|---|---|---|---|---|---|---|---|---|
| 1 | Tuesday, June 4, 2013 | See Attached | See Attached | Juvenile | 13:00:00 | 16:00:00 | 3 | $0.00 | $0.00 |
| 2 | Wednesday, June 5, 2013 | See Attached | See Attached | Juvenile | 13:00:00 | 15:30:00 | 2.5 | $30.00 | $75.00 |
| 3 | Thursday, June 6, 2013 | See Attached | See Attached | Juvenile | 13:00:00 | 16:30:00 | 3.5 | $30.00 | $105.00 |
| 4 | Friday, June 7, 2013 | See Attached | See Attached | Juvenile | 13:00:00 | 14:00:00 | 1 | $30.00 | $30.00 |

Grand Total: $210.00 ✓
**Make checks payable to : Merab Alexandra Rodriguez

By signing here, the approver attests that the charges and calculations on the invoice are correct and it's approved for payment.

Authorized Judiciary Employee

Signature

6/12/2013
Date

Jesus Contreras
Print Name



3-1100-412-00-011-001-0-831

**AI-39275** **Human Resources 11. A.**

**CC REGULAR**

**Meeting Date:** 07/09/2013

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

**Department:** HUMAN RESOURCES/CIVIL SERVICE

## Information

### CAPTION

County Clerk's Office (1100):
1. Approval to create the following temporary full time position:

| Slot # | Position Title | Proposed Budgeted Salary |
|---|---|---|
| T017 | Assistant Deputy County Clerk | $ 10,400.00 per year/$10.00 per hour |

2. Approval of revised salary schedule.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1100-415-40-180-002-0-121

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

**BUDGETARY IMPACT:**

Funds in place, appropriated 1/1/2013.

## Attachments

PAR form & Job Description
FISCAL NOTE
SALARY SCHEDULE

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/19/2013 03:05 PM |
| Rosalinda Cantu | Obdett Calzada | 06/21/2013 02:38 PM |
| Obdett Calzada | Obdett Calzada | 07/01/2013 02:59 PM |
| Rosalinda Cantu | Rosie Cantu | 07/02/2013 02:37 PM |
| Purchasing Department | Monica Badillo | 07/02/2013 05:15 PM |

Form Started By: Sylvia Rios Started On: 06/17/2013 09:28 AM

Final Approval Date: 07/02/2013

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED JUN 14 2013 HUMAN RESOURCES

**DEPARTMENT NAME/NUMBER:** HIDALGO COUNTY CLERK'S OFFICE **DATE:** 06/13/2013

**CURRENT POSITION TITLE:** ~~Assistant Deputy County Clerk - Temporary~~ **CURRENT SLOT. #:** ~~T016~~ T017

**REQUESTED POSITION TITLE:** ~~SAME~~ Assistant Deputy County Clerk – Temporary
**(For new positions or reclassifications)**

**REQUEST FOR:**

☐ New Position ☑ Temporary Position ☐ Position Reclassification* ☐ Other _____

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

**POSITION SALARY REQUEST:**

| Salary Amount: | $ ~~20,800.00~~ Current Budgeted Salary | $ ~~20,800.00~~ $10,400.00 Proposed Budgeted Salary | $ ~~0~~ $10,400.00 Net Change |
|---|---|---|---|

Position to be funded from one of the following:

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

☑ Other Co. Clerk Record Archive Account / 1100-415-40-180-002-0

**POSITION Type:**

| | | | |
|---|---|---|---|
| Full Time Employee Object 113 | ☐ | Part Time Employee Object 114 | ☐ |
| Full Time Temporary Object 121 | ☑ | Part Time Temporary Object 122 | ☐ |

$10.00 / hr.
Enter hourly rate for temp. positions
$ ~~10.00/HR X 40HR/WEEK = $20,800.00~~
Hourly Rate * 2,080 hrs. per year = Annual Salary
$10.00 X 1,040 hrs = $10,400.00

**TEMPORARY POSITIONS:**

| JULY 01, 2013 | DEC. 31, 2013 | MON - FRI / 8 - 5 | 40 HOURS | 6 MONTHS |
|---|---|---|---|---|
| Start Date | End Date | Working Days & Hours | Hours Per Week | Duration (2 weeks, 3 months, etc.) |

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

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

EMPLOYEE WILL ASSIST WITH OVERFLOW OF CIVIL COURT CASES RE: HAIL DAMAGE LAW SUITS

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

CLERICAL - DATA ENTRY, SCANNING, FILING

**POSITION RECLASIFICATION:** Explain change and /or increase in duties and responsibility. (Attach new job description)

**COMMENTS:** (Any comments you wish to make regarding this request)

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | |
|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | 06/13/2013 DATE | FUNDING AVAILABLE IN DEPT. BUDGET | ☐ YES | ☐ NO |
| 2. | Esther A. Cortez by Sylvia Rios HUMAN RESOURCES DIRECTOR | 06-17-13 DATE | PERSONNEL PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 07/01/2013 DATE | BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | | |

# ASSISTANT DEPUTY COUNTY CLERK

**GRADE: 03**

## GENERAL DESCRIPTION

Performs (entry-level) office work for the County Clerk's office. Work involves support tasks primarily involving customer service and support/clerical activities which may include: requests for information, entering data, answering telephones, filing and maintaining correspondence, files, reports, etc.

## EXAMPLES OF WORK PERFORMED

Performs general clerical duties as required, including filing, indexing and recording, making copies, sorting stuffing and mailing documents

Enters information on office records to the computer and retrieves information to respond to inquiries

Type correspondence and other documents and materials using a typewriter and/or processing software

Assists the public in person or by telephone, convey messages, make telephone calls, faxes and distribute mail

Ability to work well with others

Regular attendance is a must

Performs related duties as required

## GENERAL QUALIFICATION GUIDELINES

### Experience and Education

Graduation from a standard senior high school or equivalent is generally preferred. Must have some general office experience or an equivalent combination of experience and training which provides the required knowledge, skills and abilities.

Bilingual is preferred

## CERTIFICATES, LICENSES, REGISTRATION

Valid Texas Driver's License and current liability insurance

Must be bondable

## Knowledge, Skills, and Abilities

Must have excellent verbal and written communication skills

Must be able to type 40 wpm

Ability to operate a computer, typewriter and other basic office equipment

Ability to accurately enter data

Ability to establish and maintain effective working relationship with co-workers, county employees, other outside organizations, and the general public

Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the county

## PHYSICAL DEMANDS:

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

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

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

## WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

## SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

- making sound decisions and using good judgment

- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

# 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, July 02, 2013** **Agenda Item:** **39275**

**Summary of request/proposal:**
Co Clerks Record Archive (1100):
Discussion, consideration and approval to create the following temporary full time position not to exceed six (6) months:

| Fund | Position | Slot# | Obj | Current Budgeted Salary | Proposed Budgeted Salary | Total Requested |
|---|---|---|---|---|---|---|
| 1100 | ASST DEPUTY CO CLERK | T017 | 121 | 0.00 | 10,400.00 | 10,400.00 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | 0.00 | 10,400.00 | 10,400.00 |

**Budgetary Impact:**

| INCREASE/DECREASE ACCOUNT NUMBER | | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|---|
| 3-1100-415-40-180-002-0- | 121 | CO CLERK REC. ARCHIVE | TEM F/T EMPLOYEES | $10,400.00 |
| 3-1100-415-40-180-002-0- | 211 | CO CLERK REC. ARCHIVE | HEALTH INSURANCE | $0.00 |
| 3-1100-415-40-180-002-0- | 212 | CO CLERK REC. ARCHIVE | LIFE INSURANCE | $0.00 |
| 3-1100-415-40-180-002-0- | 220 | CO CLERK REC. ARCHIVE | FICA | $795.60 |
| 3-1100-415-40-180-002-0- | 230 | CO CLERK REC. ARCHIVE | RETIREMENT | $0.00 |
| 3-1100-415-40-180-002-0- | 250 | CO CLERK REC. ARCHIVE | UNEMPLOYMENT COMP | $52.00 |
| 3-1100-415-40-180-002-0- | 260 | CO CLERK REC. ARCHIVE | WORKER'S COMP | $5.20 |
| | | | | |
| | | | 2013 Budgetary Impact | $11,252.80 |

2014 Budgetary Impact: N/A

**Possible Funding Sources:** WITHIN DEPT BUDGET

**Comments:**

| |
|---|
| |
| |
| |
| |

Hidalgo Co. Budget Office
2/3/2005

# HIDALGO COUNTY
## COMMISSIONER COURT
## 2013 SALARY SCHEDULE

**3-1100-415-40-180-002-0**

**AI - 39275**

**CO CLERK- RECORD ARCHIVE**

| Slot # | Obj Code | POSITION TITLE | 2012 BUDGETED SALARY | 2013 ADJUSTED SALARY | 2013 BASE SALARY | % Inc. | AMOUNT INCREASE | OTHER INCREASE | 2013 BUDGETED SALARY APPROVED | 2013 ACTUAL SALARY | Other Allowances | | | | | 2013 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| 0001 | 113 | DEPUTY COUNTY CLERK I | $27,024.00 | $0.00 | $27,024.00 | 0 | $810.72 | $0.00 | $27,835.00 | $27,835.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $27,835.00 |
| 0002 | 113 | DEPUTY COUNTY CLERK I | $25,256.00 | $0.00 | $25,256.00 | 0 | $758.00 | $986.00 | $27,000.00 | $26,014.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,014.00 |
| 0005 | 113 | DEPUTY COUNTY CLERK I | $25,256.00 | $0.00 | $25,256.00 | 0 | $758.00 | $986.00 | $27,000.00 | $27,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $27,000.00 |
| 0006 | 113 | DEPUTY COUNTY CLERK I | $25,256.00 | $0.00 | $25,256.00 | 0 | $758.00 | $986.00 | $27,000.00 | $27,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $27,000.00 |
| 0007 | 113 | DEPUTY COUNTY CLERK I | $27,024.00 | $0.00 | $27,024.00 | 0 | $810.72 | $0.00 | $27,835.00 | $27,835.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $27,835.00 |
| 0008 | 113 | DEPUTY COUNTY CLERK I | $25,256.00 | $0.00 | $25,256.00 | 0 | $758.00 | $986.00 | $27,000.00 | $27,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $27,000.00 |
| 0009 | 113 | DEPUTY COUNTY CLERK I | $25,256.00 | $0.00 | $25,256.00 | 0 | $758.00 | $986.00 | $27,000.00 | $27,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $27,000.00 |
| 0010 | 113 | DEPUTY COUNTY CLERK I | $27,024.00 | $0.00 | $27,024.00 | 0 | $810.72 | $0.00 | $27,835.00 | $27,835.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $27,835.00 |
| 0011 | 113 | DEPUTY COUNTY CLERK I | $27,024.00 | $0.00 | $27,024.00 | 0 | $810.72 | $0.00 | $27,835.00 | $27,835.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $27,835.00 |
| 0012 | 114 | ASSISTANT DEPUTY COUNTY CLERK | $21,653.00 | $0.00 | $21,653.00 | 0 | $650.00 | $0.00 | $22,303.00 | $16,692.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $16,692.00 |
| 0013 | 114 | ASSISTANT DEPUTY COUNTY CLERK | $21,653.00 | $0.00 | $21,653.00 | 0 | $649.59 | $0.00 | $22,303.00 | $22,303.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $22,303.00 |
| 0014 | 114 | ASSISTANT DEPUTY COUNTY CLERK | $22,411.00 | $0.00 | $22,411.00 | 0 | $672.00 | $0.00 | $23,083.00 | $15,600.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $15,600.00 |
| T016 | 121 | ASSISTANT DEPUTY COUNTY CLERK | $0.00 | $20,800.00 | $20,800.00 | 0 | $0.00 | $0.00 | $20,800.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| | | **CREATE THE FOLLOWING TEMP FULL TIME POSITION:** | | | | | | | | | | | | | | |
| T017 | 121 | ASSISTANT DEPUTY COUNTY CLERK | $0.00 | $10,400.00 | $10,400.00 | 0 | $0.00 | $0.00 | $10,400.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| | | | $300,093.00 | $31,200.00 | $331,293.00 | | $9,004.47 | $4,930.00 | $345,229.00 | $299,949.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $299,949.00 |

**APPROVAL TO CREATE THE ABOVE HIGHLIGHTED POSITION.**
**PERSONNEL ACTIONS ARE PENDING CC APPROVAL.**

**AI-39279** **Human Resources 11. B.**

**CC REGULAR**

**Meeting Date:** 07/09/2013

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

**Department:** HUMAN RESOURCES/CIVIL SERVICE

## Information

### CAPTION

Sheriff's Office (1100):
1. Approval to create the following full time position:

| Slot # | Position Title | Proposed Budgeted Salary |
|---|---|---|
| 0415 | Quality Assurance Inspector | $ 55,000.00 |

2. Approval of revised salary schedule.

### BACKGROUND

Will require additional funding as follows:

In calendar year 2013 will require $35,075.37 (prorated).
In calendar year 2014 will require $69,883.00.

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** UNDETERMINED

**FUNDS AVAILABLE Y/N?:** NO **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

UNDETERMINED.

## Attachments

revised salary schedule
PAR
FISCAL NOTE
Job description

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/19/2013 03:06 PM |
| Rosalinda Cantu | Rosie Cantu | 06/20/2013 03:51 PM |
| Obdett Calzada | Obdett Calzada | 06/25/2013 02:10 PM |
| Purchasing Department | Monica Badillo | 07/02/2013 05:15 PM |

Form Started By: Sylvia Rios Started On: 06/17/2013 10:49 AM

Final Approval Date: 07/02/2013

# HIDALGO COUNTY
## *COMMISSIONER COURT*
## 2013 SALARY SCHEDULE

**3-1100-421-00-280-001-0**

**SHERIFF**

**AI-**

| Slot # | Obj Code | POSITION TITLE | 2012 BUDGETED BASE SALARY | 2013 ADJUSTED AMOUNT | 2013 ADJUSTED BASE SALARY | COLA % | COLA AMOUNT | OTHER INCREASE | 2013 APPROVED BUDGETED SALARY | ACTUAL SALARY | Other Allowances | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 |
| 0001 | 111 | COUNTY SHERIFF | $136,500.00 | $0.00 | $136,500.00 | 0.03 | $4,095.00 | $0.00 | $140,595.00 | $140,595.00 | $0.00 | $0.00 | $3,600.00 | $0.00 | $500.00 |
| 0003 | 113 | DIVISION COMMANDER | $75,000.00 | $0.00 | $75,000.00 | 0.03 | $2,250.00 | $0.00 | $77,250.00 | $77,250.00 | $1,380.00 | $0.00 | $1,800.00 | $0.00 | $500.00 |
| 0004 | 113 | DIVISION COMMANDER | $75,000.00 | $0.00 | $75,000.00 | 0.03 | $2,250.00 | $0.00 | $77,250.00 | $77,250.00 | $1,320.00 | $0.00 | $1,800.00 | $0.00 | $500.00 |
| 0005 | 113 | CAPTAIN | $65,000.00 | $0.00 | $65,000.00 | 0.03 | $1,950.00 | $0.00 | $66,950.00 | $66,950.00 | $1,440.00 | $0.00 | $1,800.00 | $0.00 | $500.00 |
| 0006 | 113 | CAPTAIN | $65,000.00 | $0.00 | $65,000.00 | 0.03 | $1,950.00 | $0.00 | $66,950.00 | $66,950.00 | $1,680.00 | $0.00 | $1,800.00 | $0.00 | $500.00 |
| 0007 | 113 | CAPTAIN | $65,000.00 | $0.00 | $65,000.00 | 0.03 | $1,950.00 | $0.00 | $66,950.00 | $66,950.00 | $1,080.00 | $0.00 | $1,200.00 | $0.00 | $500.00 |
| 0008 | 113 | CAPTAIN | $65,000.00 | $0.00 | $65,000.00 | 0.03 | $1,950.00 | $0.00 | $66,950.00 | $66,950.00 | $780.00 | $0.00 | $3,300.00 | $0.00 | $0.00 |
| 0010 | 113 | LIEUTENANT STEP IV | $54,180.00 | $1,897.00 | $56,077.00 | 0.03 | $1,682.31 | $0.00 | $57,759.00 | $57,759.00 | $1,860.00 | $0.00 | $3,300.00 | $0.00 | $0.00 |
| 0011 | 113 | LIEUTENANT STEP I | $54,180.00 | $1,897.00 | $56,077.00 | 0.03 | $1,682.00 | $0.00 | $57,759.00 | $52,095.00 | $660.00 | $0.00 | $1,200.00 | $0.00 | $500.00 |
| 0012 | 113 | LIEUTENANT STEP III | $52,348.00 | $1,832.00 | $54,180.00 | 0.03 | $1,625.40 | $0.00 | $55,805.00 | $55,805.00 | $1,080.00 | $0.00 | $3,000.00 | $0.00 | $500.00 |
| 0013 | 113 | LIEUTENANT STEP I | $50,578.00 | $1,770.00 | $52,348.00 | 0.03 | $1,570.44 | $0.00 | $53,918.00 | $52,095.00 | $840.00 | $0.00 | $3,000.00 | $0.00 | $500.00 |
| 0014 | 113 | LIEUTENANT STEP III | $52,348.00 | $1,832.00 | $54,180.00 | 0.03 | $1,625.00 | $0.00 | $55,805.00 | $55,805.00 | $840.00 | $0.00 | $1,800.00 | $0.00 | $0.00 |
| 0015 | 113 | LIEUTENANT STEP I | $52,348.00 | $1,832.00 | $54,180.00 | 0.03 | $1,625.00 | $0.00 | $55,805.00 | $52,095.00 | $1,020.00 | $0.00 | $1,800.00 | $0.00 | $0.00 |
| 0016 | 113 | INFORMATION TECHNOLOGY MANAGER | $54,526.00 | $0.00 | $54,526.00 | 0.03 | $1,635.78 | $0.00 | $56,162.00 | $56,162.00 | $0.00 | $0.00 | $0.00 | $0.00 | $500.00 |
| 0018 | 113 | LIEUTENANT STEP III | $52,348.00 | $1,832.00 | $54,180.00 | 0.03 | $1,625.40 | $0.00 | $55,805.00 | $55,805.00 | $840.00 | $0.00 | $1,800.00 | $0.00 | $0.00 |
| 0019 | 113 | LIEUTENANT STEP II | $54,180.00 | $1,897.00 | $56,077.00 | 0.03 | $1,682.00 | $0.00 | $57,759.00 | $53,918.00 | $1,380.00 | $0.00 | $1,800.00 | $0.00 | $0.00 |
| 0020 | 113 | LIEUTENANT STEP IV | $54,180.00 | $1,897.00 | $56,077.00 | 0.03 | $1,682.31 | $0.00 | $57,759.00 | $57,759.00 | $1,080.00 | $0.00 | $1,200.00 | $0.00 | $500.00 |
| 0021 | 113 | ACCOUNTANT III | $43,284.00 | $0.00 | $43,284.00 | 0.03 | $1,298.52 | $0.00 | $44,583.00 | $44,583.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0022 | 113 | SERGEANT STEP II | $47,589.00 | $1,666.00 | $49,255.00 | 0.03 | $1,478.00 | $0.00 | $50,733.00 | $49,017.00 | $840.00 | $0.00 | $1,200.00 | $0.00 | $0.00 |
| 0023 | 113 | SERGEANT STEP II | $45,980.00 | $1,609.00 | $47,589.00 | 0.03 | $1,427.67 | $0.00 | $49,017.00 | $49,017.00 | $1,080.00 | $0.00 | $1,200.00 | $0.00 | $0.00 |
| 0024 | 113 | SERGEANT STEP I | $45,980.00 | $1,609.00 | $47,589.00 | 0.03 | $1,428.00 | $0.00 | $49,017.00 | $47,359.00 | $600.00 | $0.00 | $1,200.00 | $0.00 | $0.00 |
| 0025 | 113 | SERGEANT STEP IV | $49,255.00 | $1,724.00 | $50,979.00 | 0.03 | $1,529.37 | $0.00 | $52,508.00 | $52,508.00 | $1,380.00 | $0.00 | $1,800.00 | $0.00 | $0.00 |
| 0026 | 113 | SERGEANT STEP I | $45,980.00 | $1,609.00 | $47,589.00 | 0.03 | $1,427.67 | $0.00 | $49,017.00 | $47,359.00 | $420.00 | $0.00 | $1,200.00 | $0.00 | $0.00 |
| 0027 | 113 | SERGEANT STEP III | $47,589.00 | $1,666.00 | $49,255.00 | 0.03 | $1,478.00 | $0.00 | $50,733.00 | $50,733.00 | $840.00 | $0.00 | $1,200.00 | $0.00 | $0.00 |
| 0028 | 113 | SERGEANT STEP I | $45,980.00 | $1,609.00 | $47,589.00 | 0.03 | $1,428.00 | $0.00 | $49,017.00 | $47,359.00 | $300.00 | $0.00 | $1,200.00 | $0.00 | $500.00 |
| 0029 | 113 | SERGEANT STEP I | $49,255.00 | ($3,275.00) | $45,980.00 | 0.03 | $1,379.40 | $1,658.00 | $49,017.00 | $47,359.00 | $480.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0030 | 113 | SERGEANT STEP I | $49,255.00 | ($3,275.00) | $45,980.00 | 0.03 | $1,379.40 | $1,658.00 | $49,017.00 | $47,359.00 | $600.00 | $0.00 | $1,200.00 | $0.00 | $0.00 |
| 0031 | 113 | SERGEANT STEP IV | $49,255.00 | $1,724.00 | $50,979.00 | 0.03 | $1,529.37 | $0.00 | $52,508.00 | $52,508.00 | $780.00 | $0.00 | $1,200.00 | $0.00 | $0.00 |
| 0032 | 113 | SERGEANT STEP III | $45,980.00 | $1,609.00 | $47,589.00 | 0.03 | $1,428.00 | $1,716.00 | $50,733.00 | $50,733.00 | $660.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0033 | 113 | SERGEANT STEP IV | $49,255.00 | $1,724.00 | $50,979.00 | 0.03 | $1,529.37 | $0.00 | $52,508.00 | $52,508.00 | $720.00 | $0.00 | $600.00 | $0.00 | $0.00 |
| 0034 | 113 | CRIME SCENE SPECIALIST SUPERVISOR | $46,747.00 | $0.00 | $46,747.00 | 0.03 | $1,402.41 | $0.00 | $48,149.00 | $48,149.00 | $1,620.00 | $0.00 | $0.00 | $0.00 | $500.00 |
| 0035 | 113 | SERGEANT STEP I | $45,980.00 | $1,609.00 | $47,589.00 | 0.03 | $1,427.67 | $0.00 | $49,017.00 | $47,359.00 | $420.00 | $0.00 | $600.00 | $0.00 | $0.00 |
| 0036 | 113 | SERGEANT STEP II | $47,589.00 | $1,666.00 | $49,255.00 | 0.03 | $1,478.00 | $0.00 | $50,733.00 | $49,017.00 | $660.00 | $0.00 | $600.00 | $0.00 | $0.00 |
| 0037 | 113 | SERGEANT STEP II | $45,980.00 | $1,609.00 | $47,589.00 | 0.03 | $1,428.00 | $0.00 | $49,017.00 | $49,017.00 | $420.00 | $0.00 | $1,200.00 | $0.00 | $500.00 |
| 0038 | 113 | SERGEANT STEP III | $49,255.00 | $1,724.00 | $50,979.00 | 0.03 | $1,529.00 | $0.00 | $52,508.00 | $50,733.00 | $780.00 | $0.00 | $600.00 | $0.00 | $0.00 |
| 0039 | 113 | SERGEANT STEP I | $45,980.00 | $1,609.00 | $47,589.00 | 0.03 | $1,428.00 | $0.00 | $49,017.00 | $47,359.00 | $240.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0040 | 113 | SERGEANT STEP II | $45,980.00 | $1,609.00 | $47,589.00 | 0.03 | $1,427.67 | $0.00 | $49,017.00 | $49,017.00 | $360.00 | $0.00 | $1,200.00 | $0.00 | $500.00 |
| 0041 | 113 | SERGEANT STEP III | $47,589.00 | $1,666.00 | $49,255.00 | 0.03 | $1,477.65 | $0.00 | $50,733.00 | $50,733.00 | $840.00 | $0.00 | $1,200.00 | $0.00 | $0.00 |

**HIDALGO COUNTY**
***COMMISSIONER COURT***
**2013 SALARY SCHEDULE**

**3-1100-421-00-280-001-0**

**SHERIFF**

**AI-**

| Slot # | Obj Code | POSITION TITLE | 2012 BUDGETED BASE SALARY | 2013 ADJUSTED AMOUNT | 2013 ADJUSTED BASE SALARY | COLA % | COLA AMOUNT | OTHER INCREASE | 2013 APPROVED BUDGETED SALARY | ACTUAL SALARY | Other Allowances | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 |
| 0042 | 113 | CRIME SCENE SPECIALIST | $44,799.00 | $0.00 | $44,799.00 | 0.03 | $1,343.97 | $0.00 | $46,143.00 | $46,143.00 | $720.00 | $0.00 | $0.00 | $0.00 | $500.00 |
| 0043 | 113 | CRIME SCENE SPECIALIST | $44,799.00 | $0.00 | $44,799.00 | 0.03 | $1,343.97 | $0.00 | $46,143.00 | $46,143.00 | $720.00 | $0.00 | $0.00 | $0.00 | $500.00 |
| 0044 | 113 | CRIME SCENE SPECIALIST | $44,799.00 | $0.00 | $44,799.00 | 0.03 | $1,343.97 | $0.00 | $46,143.00 | $46,143.00 | $660.00 | $0.00 | $0.00 | $0.00 | $500.00 |
| 0045 | 113 | MECHANIC V | $43,284.00 | $0.00 | $43,284.00 | 0.03 | $1,299.00 | $0.00 | $44,583.00 | $44,583.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0046 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.32 | $0.00 | $47,734.00 | $47,734.00 | $1,800.00 | $0.00 | $3,900.00 | $0.00 | $0.00 |
| 0047 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.32 | $0.00 | $47,734.00 | $47,734.00 | $1,560.00 | $0.00 | $3,900.00 | $0.00 | $500.00 |
| 0048 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.32 | $0.00 | $47,734.00 | $47,734.00 | $1,740.00 | $0.00 | $3,900.00 | $0.00 | $500.00 |
| 0049 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $540.00 | $0.00 | $3,900.00 | $0.00 | $500.00 |
| 0050 | 113 | DEPUTY SHERIFF | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.00 | $0.00 | $47,734.00 | $37,574.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0051 | 113 | DEPUTY SHERIFF | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.00 | $0.00 | $47,734.00 | $37,574.00 | $120.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0052 | 113 | SR. DEPUTY SHERIFF STEP II | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.00 | $0.00 | $47,734.00 | $44,561.00 | $540.00 | $0.00 | $2,100.00 | $0.00 | $500.00 |
| 0053 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.32 | $0.00 | $47,734.00 | $47,734.00 | $1,200.00 | $0.00 | $3,900.00 | $0.00 | $500.00 |
| 0054 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.32 | $0.00 | $47,734.00 | $47,734.00 | $1,140.00 | $0.00 | $3,300.00 | $0.00 | $500.00 |
| 0055 | 113 | DEPUTY SHERIFF | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.00 | $0.00 | $47,734.00 | $37,574.00 | $180.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0056 | 113 | DEPUTY SHERIFF | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $37,574.00 | $60.00 | $0.00 | $1,500.00 | $0.00 | $0.00 |
| 0057 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.32 | $0.00 | $47,734.00 | $47,734.00 | $840.00 | $0.00 | $3,300.00 | $0.00 | $500.00 |
| 0058 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $300.00 | $0.00 | $2,100.00 | $0.00 | $500.00 |
| 0059 | 113 | DEPUTY SHERIFF | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.00 | $0.00 | $47,734.00 | $37,574.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0060 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $240.00 | $0.00 | $3,300.00 | $0.00 | $0.00 |
| 0061 | 113 | DEPUTY SHERIFF | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.00 | $0.00 | $46,120.00 | $37,574.00 | $60.00 | $0.00 | $1,200.00 | $0.00 | $0.00 |
| 0062 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $600.00 | $0.00 | $3,300.00 | $0.00 | $500.00 |
| 0063 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $480.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0064 | 113 | DEPUTY SHERIFF | $36,480.00 | $2,850.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $37,574.00 | $60.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0065 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $240.00 | $0.00 | $2,100.00 | $0.00 | $500.00 |
| 0066 | 113 | DEPUTY SHERIFF | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.00 | $0.00 | $47,734.00 | $37,574.00 | $120.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0067 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $600.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0068 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $240.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0069 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $120.00 | $0.00 | $1,800.00 | $0.00 | $500.00 |
| 0070 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $480.00 | $0.00 | $2,100.00 | $0.00 | $0.00 |
| 0071 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $720.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0072 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0073 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.32 | $0.00 | $47,734.00 | $47,734.00 | $780.00 | $0.00 | $3,300.00 | $0.00 | $500.00 |
| 0074 | 113 | DEPUTY SHERIFF STEP I | $36,480.00 | $2,850.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $39,140.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0075 | 113 | DEPUTY SHERIFF | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.00 | $0.00 | $47,734.00 | $37,574.00 | $180.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0076 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $300.00 | $0.00 | $2,100.00 | $0.00 | $0.00 |
| 0077 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.00 | $0.00 | $47,734.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0078 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.32 | $0.00 | $47,734.00 | $47,734.00 | $720.00 | $0.00 | $3,300.00 | $0.00 | $500.00 |
| 0079 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.00 | $0.00 | $47,734.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |

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|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 |
| 0080 | 113 | DEPUTY SHERIFF STEP I | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $39,140.00 | $660.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0081 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $480.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0082 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.32 | $0.00 | $47,734.00 | $47,734.00 | $900.00 | $0.00 | $2,100.00 | $0.00 | $500.00 |
| 0083 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.00 | $0.00 | $47,734.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0084 | 113 | DEPUTY SHERIFF STEP I | $36,480.00 | $2,850.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $39,140.00 | $120.00 | $0.00 | $1,500.00 | $0.00 | $0.00 |
| 0085 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.32 | $0.00 | $47,734.00 | $47,734.00 | $780.00 | $0.00 | $2,100.00 | $0.00 | $500.00 |
| 0086 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.32 | $0.00 | $47,734.00 | $47,734.00 | $780.00 | $0.00 | $3,300.00 | $0.00 | $500.00 |
| 0087 | 113 | SR. DEPUTY SHERIFF STEP I | $39,330.00 | $2,470.00 | $41,800.00 | 0.03 | $1,254.00 | $0.00 | $43,054.00 | $43,054.00 | $300.00 | $0.00 | $2,100.00 | $0.00 | $500.00 |
| 0088 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.00 | $0.00 | $47,734.00 | $47,734.00 | $720.00 | $0.00 | $3,300.00 | $0.00 | $500.00 |
| 0089 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.00 | $0.00 | $47,734.00 | $47,734.00 | $900.00 | $0.00 | $3,300.00 | $0.00 | $0.00 |
| 0090 | 113 | DEPUTY SHERIFF STEP I | $36,480.00 | $2,850.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $39,140.00 | $240.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0091 | 113 | DEPUTY SHERIFF | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.00 | $0.00 | $47,734.00 | $37,574.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0092 | 113 | DEPUTY SHERIFF STEP I | $36,480.00 | $2,850.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $39,140.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0093 | 113 | DEPUTY SHERIFF | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $37,574.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0094 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.32 | $0.00 | $47,734.00 | $47,734.00 | $840.00 | $0.00 | $3,300.00 | $0.00 | $0.00 |
| 0095 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.32 | $0.00 | $47,734.00 | $47,734.00 | $780.00 | $0.00 | $2,700.00 | $0.00 | $500.00 |
| 0096 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $300.00 | $0.00 | $2,100.00 | $0.00 | $500.00 |
| 0097 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $420.00 | $0.00 | $2,100.00 | $0.00 | $0.00 |
| 0098 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.32 | $0.00 | $47,734.00 | $47,734.00 | $1,380.00 | $0.00 | $1,200.00 | $0.00 | $0.00 |
| 0099 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.32 | $0.00 | $47,734.00 | $47,734.00 | $1,500.00 | $0.00 | $1,200.00 | $0.00 | $0.00 |
| 0100 | 113 | DEPUTY SHERIFF STEP I | $36,480.00 | $2,660.00 | $39,140.00 | 0.03 | $1,174.20 | $0.00 | $40,314.00 | $39,140.00 | $120.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0101 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.00 | $0.00 | $47,734.00 | $47,734.00 | $1,620.00 | $0.00 | $1,200.00 | $0.00 | $0.00 |
| 0102 | 113 | DEPUTY SHERIFF | $44,777.00 | ($2,977.00) | $41,800.00 | 0.03 | $1,254.00 | $0.00 | $43,054.00 | $37,574.00 | $0.00 | $0.00 | $1,800.00 | $0.00 | $0.00 |
| 0103 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $240.00 | $0.00 | $2,100.00 | $0.00 | $500.00 |
| 0104 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.32 | $0.00 | $47,734.00 | $47,734.00 | $780.00 | $0.00 | $1,800.00 | $0.00 | $0.00 |
| 0105 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.32 | $0.00 | $47,734.00 | $47,734.00 | $720.00 | $0.00 | $1,200.00 | $0.00 | $0.00 |
| 0106 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.32 | $0.00 | $47,734.00 | $47,734.00 | $840.00 | $0.00 | $3,000.00 | $0.00 | $0.00 |
| 0107 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.00 | $0.00 | $47,734.00 | $47,734.00 | $840.00 | $0.00 | $1,800.00 | $0.00 | $0.00 |
| 0108 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0109 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $360.00 | $0.00 | $2,100.00 | $0.00 | $500.00 |
| 0110 | 113 | DEPUTY SHERIFF STEP I | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $39,140.00 | $600.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0111 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $600.00 | $0.00 | $5,100.00 | $0.00 | $0.00 |
| 0112 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $240.00 | $0.00 | $3,000.00 | $0.00 | $0.00 |
| 0113 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $240.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0114 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.00 | $0.00 | $47,734.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0115 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $660.00 | $0.00 | $3,300.00 | $0.00 | $500.00 |
| 0116 | 113 | DEPUTY SHERIFF | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $37,574.00 | $120.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0117 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.32 | $0.00 | $47,734.00 | $47,734.00 | $780.00 | $0.00 | $1,200.00 | $0.00 | $0.00 |

**HIDALGO COUNTY**
***COMMISSIONER COURT***
**2013 SALARY SCHEDULE**

**3-1100-421-00-280-001-0**

**SHERIFF**

**AI-**

| Slot # | Obj Code | POSITION TITLE | 2012 BUDGETED BASE SALARY | 2013 ADJUSTED AMOUNT | 2013 ADJUSTED BASE SALARY | COLA % | COLA AMOUNT | OTHER INCREASE | 2013 APPROVED BUDGETED SALARY | ACTUAL SALARY | Other Allowances | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 |
| 0118 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $660.00 | $0.00 | $3,300.00 | $0.00 | $500.00 |
| 0119 | 113 | DEPUTY SHERIFF | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.00 | $0.00 | $46,120.00 | $37,574.00 | $0.00 | $0.00 | $1,800.00 | $0.00 | $0.00 |
| 0120 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $240.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0121 | 113 | SR. DEPUTY SHERIFF STEP II | $41,800.00 | $1,463.00 | $43,263.00 | 0.03 | $1,297.89 | $0.00 | $44,561.00 | $44,561.00 | $420.00 | $0.00 | $4,800.00 | $0.00 | $500.00 |
| 0122 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $600.00 | $0.00 | $3,300.00 | $0.00 | $500.00 |
| 0123 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $1,620.00 | $0.00 | $3,900.00 | $0.00 | $0.00 |
| 0124 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $660.00 | $0.00 | $2,100.00 | $0.00 | $500.00 |
| 0125 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $900.00 | $0.00 | $600.00 | $0.00 | $0.00 |
| 0126 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.00 | $0.00 | $46,120.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0127 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $540.00 | $0.00 | $2,100.00 | $0.00 | $500.00 |
| 0128 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $120.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0129 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.00 | $0.00 | $46,120.00 | $46,120.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0130 | 113 | DEPUTY SHERIFF | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.00 | $0.00 | $46,120.00 | $37,574.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0131 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $720.00 | $0.00 | $3,300.00 | $0.00 | $500.00 |
| 0132 | 113 | DEPUTY SHERIFF | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.00 | $0.00 | $46,120.00 | $37,574.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0133 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.00 | $0.00 | $46,120.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0134 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $780.00 | $0.00 | $3,300.00 | $0.00 | $500.00 |
| 0135 | 113 | DEPUTY SHERIFF | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $37,574.00 | $0.00 | $0.00 | $1,500.00 | $0.00 | $0.00 |
| 0136 | 113 | DEPUTY SHERIFF | $36,480.00 | $1,520.00 | $38,000.00 | 0.03 | $1,140.00 | $0.00 | $39,140.00 | $37,574.00 | $240.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0137 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $660.00 | $0.00 | $1,800.00 | $0.00 | $0.00 |
| 0138 | 113 | DEPUTY SHERIFF | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $37,574.00 | $180.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0139 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0140 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $540.00 | $0.00 | $3,000.00 | $0.00 | $0.00 |
| 0141 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $540.00 | $0.00 | $2,700.00 | $0.00 | $500.00 |
| 0142 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $240.00 | $0.00 | $2,100.00 | $0.00 | $0.00 |
| 0143 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $480.00 | $0.00 | $2,100.00 | $0.00 | $500.00 |
| 0144 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $480.00 | $0.00 | $2,100.00 | $0.00 | $500.00 |
| 0145 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $240.00 | $0.00 | $2,100.00 | $0.00 | $500.00 |
| 0146 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.00 | $0.00 | $46,120.00 | $46,120.00 | $840.00 | $0.00 | $1,200.00 | $0.00 | $0.00 |
| 0147 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $300.00 | $0.00 | $2,100.00 | $0.00 | $0.00 |
| 0148 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $540.00 | $0.00 | $2,100.00 | $0.00 | $0.00 |
| 0149 | 113 | DEPUTY SHERIFF | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $37,574.00 | $180.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0150 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $360.00 | $0.00 | $2,100.00 | $0.00 | $0.00 |
| 0151 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $540.00 | $0.00 | $1,200.00 | $0.00 | $0.00 |
| 0152 | 113 | DEPUTY SHERIFF | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.00 | $0.00 | $46,120.00 | $37,574.00 | $0.00 | $0.00 | $1,800.00 | $0.00 | $0.00 |
| 0153 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.00 | $0.00 | $46,120.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0154 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.00 | $0.00 | $46,120.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0155 | 113 | DEPUTY SHERIFF STEP I | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $39,140.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 |

**HIDALGO COUNTY**
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**3-1100-421-00-280-001-0**

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| Slot # | Obj Code | POSITION TITLE | 2012 BUDGETED BASE SALARY | 2013 ADJUSTED AMOUNT | 2013 ADJUSTED BASE SALARY | COLA % | COLA AMOUNT | OTHER INCREASE | 2013 APPROVED BUDGETED SALARY | ACTUAL SALARY | Other Allowances | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 |
| 0156 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $540.00 | $0.00 | $2,100.00 | $0.00 | $500.00 |
| 0157 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.00 | $0.00 | $46,120.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0158 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $660.00 | $0.00 | $2,100.00 | $0.00 | $500.00 |
| 0159 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.00 | $0.00 | $46,120.00 | $46,120.00 | $660.00 | $0.00 | $1,200.00 | $0.00 | $0.00 |
| 0160 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $420.00 | $0.00 | $1,800.00 | $0.00 | $0.00 |
| 0161 | 113 | DEPUTY SHERIFF | $41,800.00 | $1,463.00 | $43,263.00 | 0.03 | $1,298.00 | $0.00 | $44,561.00 | $37,574.00 | $420.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0162 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.00 | $0.00 | $46,120.00 | $46,120.00 | $600.00 | $0.00 | $2,100.00 | $0.00 | $0.00 |
| 0163 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.00 | $0.00 | $46,120.00 | $46,120.00 | $600.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0164 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.00 | $0.00 | $46,120.00 | $46,120.00 | $600.00 | $0.00 | $3,300.00 | $0.00 | $0.00 |
| 0165 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.00 | $0.00 | $46,120.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0166 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $300.00 | $0.00 | $2,100.00 | $0.00 | $500.00 |
| 0167 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.00 | $0.00 | $46,120.00 | $46,120.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0168 | 113 | DEPUTY SHERIFF | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.00 | $0.00 | $46,120.00 | $37,574.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0169 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $720.00 | $0.00 | $2,700.00 | $0.00 | $500.00 |
| 0170 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.00 | $0.00 | $46,120.00 | $46,120.00 | $540.00 | $0.00 | $3,300.00 | $0.00 | $500.00 |
| 0171 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $540.00 | $0.00 | $3,300.00 | $0.00 | $500.00 |
| 0172 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $360.00 | $0.00 | $1,800.00 | $0.00 | $0.00 |
| 0173 | 113 | DEPUTY SHERIFF | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $37,574.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0174 | 113 | DEPUTY SHERIFF STEP I | $36,480.00 | $2,850.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $39,140.00 | $120.00 | $0.00 | $1,500.00 | $0.00 | $0.00 |
| 0175 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $600.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0176 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $600.00 | $0.00 | $1,200.00 | $0.00 | $0.00 |
| 0177 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $420.00 | $0.00 | $3,300.00 | $0.00 | $0.00 |
| 0178 | 113 | DEPUTY SHERIFF | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.00 | $0.00 | $46,120.00 | $37,574.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0179 | 113 | DEPUTY SHERIFF | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $37,574.00 | $120.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0180 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $300.00 | $0.00 | $3,600.00 | $0.00 | $500.00 |
| 0181 | 113 | ACCOUNTANT II | $41,006.00 | $0.00 | $41,006.00 | 0.03 | $1,230.18 | $0.00 | $42,236.00 | $42,236.00 | $1,740.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0182 | 113 | MECHANIC IV | $39,707.00 | $233.00 | $39,940.00 | 0.03 | $1,198.20 | $0.00 | $41,138.00 | $41,138.00 | $900.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0183 | 113 | MECHANIC IV | $39,707.00 | $233.00 | $39,940.00 | 0.03 | $1,198.00 | $0.00 | $41,138.00 | $39,492.48 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0184 | 113 | MECHANIC IV | $39,707.00 | $233.00 | $39,940.00 | 0.03 | $1,198.20 | $0.00 | $41,138.00 | $41,138.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0185 | 113 | MECHANIC IV | $39,707.00 | $233.00 | $39,940.00 | 0.03 | $1,198.20 | $0.00 | $41,138.00 | $41,138.00 | $660.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0186 | 113 | MECHANIC IV | $37,109.00 | $0.00 | $37,109.00 | 0.03 | $1,113.27 | $0.00 | $38,222.00 | $38,222.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0187 | 113 | MECHANIC IV | $39,707.00 | $233.00 | $39,940.00 | 0.03 | $1,198.20 | $0.00 | $41,138.00 | $41,138.00 | $420.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0188 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $420.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0189 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $180.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0190 | 113 | DEPUTY SHERIFF | $36,480.00 | $1,520.00 | $38,000.00 | 0.03 | $1,140.00 | $0.00 | $39,140.00 | $37,574.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0191 | 113 | SR. DEPUTY SHERIFF STEP II | $41,800.00 | $1,463.00 | $43,263.00 | 0.03 | $1,297.89 | $0.00 | $44,561.00 | $44,561.00 | $420.00 | $0.00 | $3,600.00 | $0.00 | $500.00 |
| 0192 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $420.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0193 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 |

**HIDALGO COUNTY**
***COMMISSIONER COURT***
**2013 SALARY SCHEDULE**

**3-1100-421-00-280-001-0**

**SHERIFF**

**AI-**

| Slot # | Obj Code | POSITION TITLE | 2012 BUDGETED BASE SALARY | 2013 ADJUSTED AMOUNT | 2013 ADJUSTED BASE SALARY | COLA % | COLA AMOUNT | OTHER INCREASE | 2013 APPROVED BUDGETED SALARY | ACTUAL SALARY | Other Allowances | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 |
| 0194 | 113 | DEPUTY SHERIFF | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $37,574.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0195 | 113 | SR. DEPUTY SHERIFF STEP I | $39,330.00 | $2,470.00 | $41,800.00 | 0.03 | $1,254.00 | $0.00 | $43,054.00 | $43,054.00 | $300.00 | $0.00 | $3,300.00 | $0.00 | $500.00 |
| 0196 | 113 | DEPUTY SHERIFF | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $37,574.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0197 | 113 | SR. DEPUTY SHERIFF STEP I | $39,330.00 | $2,470.00 | $41,800.00 | 0.03 | $1,254.00 | $0.00 | $43,054.00 | $43,054.00 | $360.00 | $0.00 | $3,600.00 | $0.00 | $500.00 |
| 0198 | 113 | DEPUTY SHERIFF | $41,800.00 | $1,463.00 | $43,263.00 | 0.03 | $1,298.00 | $0.00 | $44,561.00 | $37,574.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0199 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $660.00 | $0.00 | $3,300.00 | $0.00 | $500.00 |
| 0200 | 113 | SR. DEPUTY SHERIFF STEP I | $39,330.00 | $2,470.00 | $41,800.00 | 0.03 | $1,254.00 | $0.00 | $43,054.00 | $43,054.00 | $360.00 | $0.00 | $3,300.00 | $0.00 | $500.00 |
| 0201 | 113 | DEPUTY SHERIFF STEP I | $36,480.00 | $2,850.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $39,140.00 | $180.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0202 | 113 | SR. DEPUTY SHERIFF STEP I | $39,330.00 | $2,470.00 | $41,800.00 | 0.03 | $1,254.00 | $0.00 | $43,054.00 | $43,054.00 | $360.00 | $0.00 | $1,800.00 | $0.00 | $0.00 |
| 0203 | 113 | DEPUTY SHERIFF STEP I | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $39,140.00 | $240.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0204 | 113 | SR. DEPUTY SHERIFF STEP I | $39,330.00 | $2,470.00 | $41,800.00 | 0.03 | $1,254.00 | $0.00 | $43,054.00 | $43,054.00 | $840.00 | $0.00 | $3,300.00 | $0.00 | $500.00 |
| 0205 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $540.00 | $0.00 | $600.00 | $0.00 | $0.00 |
| 0206 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $300.00 | $0.00 | $1,800.00 | $0.00 | $0.00 |
| 0207 | 113 | SR. DEPUTY SHERIFF STEP I | $39,330.00 | $2,470.00 | $41,800.00 | 0.03 | $1,254.00 | $0.00 | $43,054.00 | $43,054.00 | $360.00 | $0.00 | $2,100.00 | $0.00 | $500.00 |
| 0208 | 113 | SR. DEPUTY SHERIFF STEP II | $41,800.00 | $1,463.00 | $43,263.00 | 0.03 | $1,297.89 | $0.00 | $44,561.00 | $44,561.00 | $420.00 | $0.00 | $1,800.00 | $0.00 | $0.00 |
| 0209 | 113 | SR. DEPUTY SHERIFF STEP II | $41,800.00 | $1,463.00 | $43,263.00 | 0.03 | $1,297.89 | $0.00 | $44,561.00 | $44,561.00 | $600.00 | $0.00 | $2,100.00 | $0.00 | $500.00 |
| 0210 | 113 | SR. DEPUTY SHERIFF STEP II | $41,800.00 | $1,463.00 | $43,263.00 | 0.03 | $1,297.89 | $0.00 | $44,561.00 | $44,561.00 | $360.00 | $0.00 | $2,100.00 | $0.00 | $500.00 |
| 0211 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $480.00 | $0.00 | $2,100.00 | $0.00 | $500.00 |
| 0212 | 113 | SR. DEPUTY SHERIFF STEP II | $41,800.00 | $1,463.00 | $43,263.00 | 0.03 | $1,298.00 | $0.00 | $44,561.00 | $44,561.00 | $600.00 | $0.00 | $1,800.00 | $0.00 | $0.00 |
| 0213 | 113 | SR. DEPUTY SHERIFF STEP II | $41,800.00 | $1,463.00 | $43,263.00 | 0.03 | $1,298.00 | $0.00 | $44,561.00 | $44,561.00 | $480.00 | $0.00 | $1,800.00 | $0.00 | $500.00 |
| 0214 | 113 | SR. DEPUTY SHERIFF STEP II | $41,800.00 | $1,463.00 | $43,263.00 | 0.03 | $1,297.89 | $0.00 | $44,561.00 | $44,561.00 | $480.00 | $0.00 | $1,800.00 | $0.00 | $0.00 |
| 0215 | 113 | DEPUTY SHERIFF | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $37,574.00 | $360.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0216 | 113 | SR. DEPUTY SHERIFF STEP II | $41,800.00 | $1,463.00 | $43,263.00 | 0.03 | $1,297.89 | $0.00 | $44,561.00 | $44,561.00 | $540.00 | $0.00 | $2,100.00 | $0.00 | $500.00 |
| 0217 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $240.00 | $0.00 | $2,100.00 | $0.00 | $500.00 |
| 0218 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0219 | 113 | SR. DEPUTY SHERIFF STEP II | $41,800.00 | $1,463.00 | $43,263.00 | 0.03 | $1,298.00 | $0.00 | $44,561.00 | $44,561.00 | $600.00 | $0.00 | $1,800.00 | $0.00 | $0.00 |
| 0220 | 113 | SR. DEPUTY SHERIFF STEP I | $39,330.00 | $2,470.00 | $41,800.00 | 0.03 | $1,254.00 | $0.00 | $43,054.00 | $43,054.00 | $360.00 | $0.00 | $2,100.00 | $0.00 | $500.00 |
| 0221 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $600.00 | $0.00 | $2,100.00 | $0.00 | $500.00 |
| 0222 | 113 | SR. DEPUTY SHERIFF STEP II | $41,800.00 | $1,463.00 | $43,263.00 | 0.03 | $1,298.00 | $0.00 | $44,561.00 | $44,561.00 | $360.00 | $0.00 | $1,800.00 | $0.00 | $500.00 |
| 0223 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $240.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0224 | 113 | DEPUTY SHERIFF STEP I | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $39,140.00 | $480.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0225 | 113 | SR. DEPUTY SHERIFF STEP I | $39,330.00 | $2,470.00 | $41,800.00 | 0.03 | $1,254.00 | $0.00 | $43,054.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0226 | 113 | DEPUTY SHERIFF STEP I | $36,480.00 | $2,850.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $39,140.00 | $120.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0227 | 113 | SR. DEPUTY SHERIFF STEP I | $39,330.00 | $2,470.00 | $41,800.00 | 0.03 | $1,254.00 | $0.00 | $43,054.00 | $43,054.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0228 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $540.00 | $0.00 | $2,100.00 | $0.00 | $500.00 |
| 0229 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $720.00 | $0.00 | $1,800.00 | $0.00 | $0.00 |
| 0230 | 113 | SR. DEPUTY SHERIFF STEP I | $39,330.00 | $2,470.00 | $41,800.00 | 0.03 | $1,254.00 | $0.00 | $43,054.00 | $43,054.00 | $360.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0231 | 113 | DEPUTY SHERIFF STEP I | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $39,140.00 | $180.00 | $0.00 | $0.00 | $0.00 | $0.00 |

**HIDALGO COUNTY**
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**3-1100-421-00-280-001-0**

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|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 |
| 0232 | 113 | SR. DEPUTY SHERIFF STEP I | $39,330.00 | $2,470.00 | $41,800.00 | 0.03 | $1,254.00 | $0.00 | $43,054.00 | $43,054.00 | $360.00 | $0.00 | $1,200.00 | $0.00 | $0.00 |
| 0233 | 113 | SR. DEPUTY SHERIFF STEP I | $39,330.00 | $2,470.00 | $41,800.00 | 0.03 | $1,254.00 | $0.00 | $43,054.00 | $43,054.00 | $360.00 | $0.00 | $1,800.00 | $0.00 | $0.00 |
| 0234 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $600.00 | $0.00 | $3,300.00 | $0.00 | $0.00 |
| 0235 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $300.00 | $0.00 | $2,100.00 | $0.00 | $500.00 |
| 0236 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $480.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0237 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $420.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0238 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $360.00 | $0.00 | $2,100.00 | $0.00 | $0.00 |
| 0239 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $600.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0240 | 113 | CRIMINAL INTELLIGENCE RESEARCH ANALYST | $35,563.00 | $0.00 | $35,563.00 | 0.03 | $1,066.89 | $0.00 | $36,630.00 | $36,630.00 | $540.00 | $0.00 | $0.00 | $0.00 | $500.00 |
| 0241 | 113 | EVIDENCE TECHNICIAN | $34,360.00 | $474.00 | $34,834.00 | 0.03 | $1,045.02 | $0.00 | $35,879.00 | $35,879.00 | $780.00 | $0.00 | $0.00 | $0.00 | $500.00 |
| 0242 | 113 | EVIDENCE TECHNICIAN | $34,360.00 | $474.00 | $34,834.00 | 0.03 | $1,045.02 | $0.00 | $35,879.00 | $35,879.00 | $540.00 | $0.00 | $0.00 | $0.00 | $500.00 |
| 0243 | 113 | HUMAN RESOURCES SPECIALIST II | $32,929.00 | $212.00 | $33,141.00 | 0.03 | $994.23 | $0.00 | $34,135.00 | $34,135.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0244 | 113 | COMMUNICATIONS SUPERVISOR | $34,360.00 | $0.00 | $34,360.00 | 0.03 | $1,031.00 | $0.00 | $35,391.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0246 | 113 | COMMUNICATIONS SUPERVISOR | $34,360.00 | $0.00 | $34,360.00 | 0.03 | $1,030.80 | $0.00 | $35,391.00 | $35,391.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0247 | 113 | QUARTER MASTER | $31,815.00 | $0.00 | $31,815.00 | 0.03 | $954.45 | $0.00 | $32,769.00 | $32,769.00 | $720.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0248 | 113 | ADMINISTRATIVE ASSISTANT III | $32,929.00 | $146.00 | $33,075.00 | 0.03 | $992.25 | $0.00 | $34,067.00 | $34,067.00 | $1,320.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0249 | 113 | ACCOUNTANT I | $31,815.00 | $0.00 | $31,815.00 | 0.03 | $954.45 | $0.00 | $32,769.00 | $32,769.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0250 | 113 | COMMUNICATIONS OFFICER | $29,458.00 | $0.00 | $29,458.00 | 0.03 | $883.74 | $0.00 | $30,342.00 | $30,342.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0251 | 113 | COMMUNICATIONS OFFICER | $30,489.00 | $0.00 | $30,489.00 | 0.03 | $914.67 | $0.00 | $31,404.00 | $31,404.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0252 | 113 | COMMUNICATIONS OFFICER | $29,458.00 | $0.00 | $29,458.00 | 0.03 | $884.00 | $0.00 | $30,342.00 | $30,342.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0253 | 113 | COMMUNICATIONS OFFICER | $29,458.00 | $0.00 | $29,458.00 | 0.03 | $883.74 | $0.00 | $30,342.00 | $30,342.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0254 | 113 | COMMUNICATIONS OFFICER | $30,489.00 | $0.00 | $30,489.00 | 0.03 | $915.00 | $0.00 | $31,404.00 | $28,825.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0255 | 113 | COMMUNICATIONS OFFICER | $29,458.00 | $0.00 | $29,458.00 | 0.03 | $884.00 | $0.00 | $30,342.00 | $28,825.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0256 | 113 | COMMUNICATIONS OFFICER | $30,489.00 | $0.00 | $30,489.00 | 0.03 | $914.67 | $0.00 | $31,404.00 | $31,404.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0257 | 113 | COMMUNICATIONS OFFICER | $29,458.00 | $0.00 | $29,458.00 | 0.03 | $884.00 | $0.00 | $30,342.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0258 | 113 | COMMUNICATIONS OFFICER | $29,458.00 | $0.00 | $29,458.00 | 0.03 | $883.74 | $0.00 | $30,342.00 | $30,342.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0259 | 113 | COMMUNICATIONS OFFICER | $30,489.00 | $0.00 | $30,489.00 | 0.03 | $915.00 | $0.00 | $31,404.00 | $31,404.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0260 | 113 | COMMUNICATIONS OFFICER | $29,458.00 | $0.00 | $29,458.00 | 0.03 | $884.00 | $0.00 | $30,342.00 | $28,825.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0261 | 113 | COMMUNICATIONS OFFICER | $29,458.00 | $0.00 | $29,458.00 | 0.03 | $883.74 | $0.00 | $30,342.00 | $30,342.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0262 | 113 | COMMUNICATIONS OFFICER | $30,489.00 | $0.00 | $30,489.00 | 0.03 | $914.67 | $0.00 | $31,404.00 | $31,404.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0263 | 113 | COMMUNICATIONS OFFICER | $30,489.00 | $0.00 | $30,489.00 | 0.03 | $914.67 | $0.00 | $31,404.00 | $31,404.00 | $600.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0264 | 113 | COMMUNICATIONS OFFICER | $30,489.00 | $0.00 | $30,489.00 | 0.03 | $914.67 | $0.00 | $31,404.00 | $31,404.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0265 | 113 | COMMUNICATIONS OFFICER | $29,458.00 | $0.00 | $29,458.00 | 0.03 | $884.00 | $0.00 | $30,342.00 | $28,824.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0266 | 113 | COMMUNICATIONS OFFICER | $29,458.00 | $0.00 | $29,458.00 | 0.03 | $884.00 | $0.00 | $30,342.00 | $30,342.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0267 | 113 | COMMUNICATIONS OFFICER | $29,458.00 | $0.00 | $29,458.00 | 0.03 | $884.00 | $0.00 | $30,342.00 | $28,825.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0268 | 113 | COMMUNICATIONS OFFICER | $29,458.00 | $0.00 | $29,458.00 | 0.03 | $883.74 | $0.00 | $30,342.00 | $30,342.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0269 | 113 | COMMUNICATIONS OFFICER | $29,458.00 | $0.00 | $29,458.00 | 0.03 | $884.00 | $0.00 | $30,342.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0270 | 113 | COMMUNICATIONS OFFICER | $30,489.00 | $0.00 | $30,489.00 | 0.03 | $914.67 | $0.00 | $31,404.00 | $31,404.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 |

**HIDALGO COUNTY**
***COMMISSIONER COURT***
**2013 SALARY SCHEDULE**

**3-1100-421-00-280-001-0**

**SHERIFF**

**AI-**

| Slot # | Obj Code | POSITION TITLE | 2012 BUDGETED BASE SALARY | 2013 ADJUSTED AMOUNT | 2013 ADJUSTED BASE SALARY | COLA % | COLA AMOUNT | OTHER INCREASE | 2013 APPROVED BUDGETED SALARY | ACTUAL SALARY | Other Allowances | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 |
| 0272 | 113 | ADMINISTRATIVE ASSISTANT II | $31,096.00 | $0.00 | $31,096.00 | 0.03 | $932.88 | $0.00 | $32,029.00 | $32,029.00 | $720.00 | $0.00 | $0.00 | $0.00 | $500.00 |
| 0273 | 113 | ASSISTANT QUARTER MASTER | $29,458.00 | $0.00 | $29,458.00 | 0.03 | $883.74 | $0.00 | $30,342.00 | $30,342.00 | $720.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0274 | 113 | ADMINISTRATIVE ASSISTANT I | $26,657.00 | $80.00 | $26,737.00 | 0.03 | $802.11 | $0.00 | $27,539.00 | $27,539.00 | $1,380.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0275 | 113 | ADMINISTRATIVE ASSISTANT I | $26,657.00 | $80.00 | $26,737.00 | 0.03 | $802.11 | $0.00 | $27,539.00 | $27,539.00 | $900.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0276 | 113 | ADMINISTRATIVE ASSISTANT I | $26,657.00 | $80.00 | $26,737.00 | 0.03 | $802.11 | $0.00 | $27,539.00 | $27,539.00 | $1,260.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0277 | 113 | ADMINISTRATIVE ASSISTANT I | $23,385.00 | $0.00 | $23,385.00 | 0.03 | $702.00 | $0.00 | $24,087.00 | $24,087.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0278 | 113 | ADMINISTRATIVE ASSISTANT I | $26,657.00 | $80.00 | $26,737.00 | 0.03 | $802.11 | $0.00 | $27,539.00 | $27,539.00 | $1,380.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0279 | 113 | ADMINISTRATIVE ASSISTANT I | $23,385.00 | $0.00 | $23,385.00 | 0.03 | $701.55 | $0.00 | $24,087.00 | $24,087.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0280 | 113 | ADMINISTRATIVE ASSISTANT I | $25,839.00 | $245.00 | $26,084.00 | 0.03 | $782.52 | $0.00 | $26,867.00 | $26,867.00 | $960.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0281 | 113 | ADMINISTRATIVE ASSISTANT I | $25,839.00 | $245.00 | $26,084.00 | 0.03 | $782.52 | $0.00 | $26,867.00 | $26,867.00 | $900.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0282 | 113 | ADMINISTRATIVE ASSISTANT I | $25,839.00 | $245.00 | $26,084.00 | 0.03 | $783.00 | $0.00 | $26,867.00 | $26,867.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0283 | 113 | ADMINISTRATIVE ASSISTANT I | $25,839.00 | $245.00 | $26,084.00 | 0.03 | $782.52 | $0.00 | $26,867.00 | $26,867.00 | $360.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0284 | 113 | ADMINISTRATIVE ASSISTANT I | $25,839.00 | $245.00 | $26,084.00 | 0.03 | $782.52 | $0.00 | $26,867.00 | $26,867.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0285 | 113 | ADMINISTRATIVE ASSISTANT I | $23,385.00 | $0.00 | $23,385.00 | 0.03 | $702.00 | $0.00 | $24,087.00 | $24,087.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0287 | 113 | CUSTODIAN II | $22,411.00 | $0.00 | $22,411.00 | 0.03 | $672.33 | $0.00 | $23,083.00 | $23,083.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0288 | 113 | ADMINISTRATIVE ASSISTANT I | $25,021.00 | $0.00 | $25,021.00 | 0.03 | $750.63 | $0.00 | $25,772.00 | $25,772.00 | $420.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0289 | 113 | ADMINISTRATIVE ASSISTANT I | $23,385.00 | $0.00 | $23,385.00 | 0.03 | $702.00 | $0.00 | $24,087.00 | $24,087.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0290 | 113 | ADMINISTRATIVE ASSISTANT I | $25,021.00 | $0.00 | $25,021.00 | 0.03 | $751.00 | $0.00 | $25,772.00 | $24,087.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0291 | 113 | ADMINISTRATIVE ASSISTANT I | $23,385.00 | $0.00 | $23,385.00 | 0.03 | $701.55 | $0.00 | $24,087.00 | $24,087.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0292 | 113 | ADMINISTRATIVE ASSISTANT I | $25,021.00 | $0.00 | $25,021.00 | 0.03 | $750.63 | $0.00 | $25,772.00 | $25,772.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0293 | 113 | ADMINISTRATIVE ASSISTANT I | $25,021.00 | $0.00 | $25,021.00 | 0.03 | $751.00 | $0.00 | $25,772.00 | $25,772.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0294 | 113 | CUSTODIAN II | $22,411.00 | $0.00 | $22,411.00 | 0.03 | $672.33 | $0.00 | $23,083.00 | $23,083.00 | $420.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0295 | 113 | CUSTODIAN II | $22,411.00 | $0.00 | $22,411.00 | 0.03 | $672.33 | $0.00 | $23,083.00 | $23,083.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0296 | 113 | CUSTODIAN II | $22,411.00 | $0.00 | $22,411.00 | 0.03 | $672.33 | $0.00 | $23,083.00 | $23,083.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0297 | 113 | CUSTODIAN II | $22,411.00 | $0.00 | $22,411.00 | 0.03 | $672.33 | $0.00 | $23,083.00 | $23,083.00 | $420.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0327 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0328 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.00 | $0.00 | $46,120.00 | $46,120.00 | $540.00 | $0.00 | $1,200.00 | $0.00 | $0.00 |
| 0329 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $480.00 | $0.00 | $600.00 | $0.00 | $0.00 |
| 0330 | 113 | CRIMINAL INTELLIGENCE RESEARCH ANALYST | $35,563.00 | $0.00 | $35,563.00 | 0.03 | $1,066.89 | $0.00 | $36,630.00 | $36,630.00 | $420.00 | $0.00 | $0.00 | $0.00 | $500.00 |
| 0331 | 113 | DEPUTY SHERIFF | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $37,574.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0332 | 113 | DEPUTY SHERIFF | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $37,574.00 | $0.00 | $0.00 | $1,200.00 | $0.00 | $0.00 |
| 0333 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $360.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0334 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $300.00 | $0.00 | $4,800.00 | $0.00 | $500.00 |
| 0335 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $360.00 | $0.00 | $1,800.00 | $0.00 | $500.00 |
| 0336 | 113 | DEPUTY SHERIFF | $36,480.00 | $1,520.00 | $38,000.00 | 0.03 | $1,140.00 | $0.00 | $39,140.00 | $37,574.00 | $0.00 | $0.00 | $1,500.00 | $0.00 | $0.00 |
| 0337 | 113 | DEPUTY SHERIFF | $36,480.00 | $1,520.00 | $38,000.00 | 0.03 | $1,140.00 | $0.00 | $39,140.00 | $37,574.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0338 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $120.00 | $0.00 | $2,100.00 | $0.00 | $500.00 |
| 0339 | 113 | SR. DEPUTY SHERIFF STEP II | $41,800.00 | $1,463.00 | $43,263.00 | 0.03 | $1,298.00 | $0.00 | $44,561.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |

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|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 |
| 0340 | 113 | SR. DEPUTY SHERIFF STEP II | $41,800.00 | $1,463.00 | $43,263.00 | 0.03 | $1,297.89 | $0.00 | $44,561.00 | $44,561.00 | $480.00 | $0.00 | $2,100.00 | $0.00 | $500.00 |
| 0341 | 113 | DEPUTY SHERIFF | $41,800.00 | $1,463.00 | $43,263.00 | 0.03 | $1,298.00 | $0.00 | $44,561.00 | $37,574.00 | $120.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0342 | 113 | DEPUTY SHERIFF STEP I | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $39,140.00 | $600.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0343 | 113 | SR. DEPUTY SHERIFF STEP II | $41,800.00 | $1,463.00 | $43,263.00 | 0.03 | $1,298.00 | $0.00 | $44,561.00 | $44,561.00 | $600.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0344 | 113 | SR. DEPUTY SHERIFF STEP II | $41,800.00 | $1,463.00 | $43,263.00 | 0.03 | $1,297.89 | $0.00 | $44,561.00 | $44,561.00 | $540.00 | $0.00 | $2,100.00 | $0.00 | $500.00 |
| 0345 | 113 | DEPUTY SHERIFF | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $37,574.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0346 | 113 | ADMINISTRATIVE ASSISTANT II | $27,276.00 | $0.00 | $27,276.00 | 0.03 | $818.28 | $0.00 | $28,094.00 | $28,094.00 | $1,020.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0347 | 113 | ADMINISTRATIVE ASSISTANT II | $27,276.00 | $0.00 | $27,276.00 | 0.03 | $818.28 | $0.00 | $28,094.00 | $28,094.00 | $960.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0361 | 113 | BUDGET MANAGER II | $63,599.00 | $0.00 | $63,599.00 | 0.03 | $1,907.97 | $0.00 | $65,507.00 | $65,507.00 | $1,920.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0362 | 113 | PROCUREMENT SPECIALIST | $43,284.00 | $0.00 | $43,284.00 | 0.03 | $1,298.52 | $0.00 | $44,583.00 | $44,583.00 | $660.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0363 | 113 | COMMUNICATIONS SUPERVISOR | $34,360.00 | $0.00 | $34,360.00 | 0.03 | $1,030.80 | $0.00 | $35,391.00 | $35,391.00 | $720.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0364 | 113 | CRIME VICTIM LIASON | $38,408.00 | $3.00 | $38,411.00 | 0.03 | $1,152.33 | $0.00 | $39,563.00 | $39,563.00 | $780.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0365 | 113 | CAPTAIN | $65,000.00 | $0.00 | $65,000.00 | 0.03 | $1,950.00 | $0.00 | $66,950.00 | $66,950.00 | $1,620.00 | $0.00 | $1,800.00 | $0.00 | $500.00 |
| 0366 | 113 | CAPTAIN | $65,000.00 | $0.00 | $65,000.00 | 0.03 | $1,950.00 | $0.00 | $66,950.00 | $66,950.00 | $1,020.00 | $0.00 | $1,800.00 | $0.00 | $500.00 |
| 0367 | 113 | CAPTAIN | $65,000.00 | $0.00 | $65,000.00 | 0.03 | $1,950.00 | $0.00 | $66,950.00 | $66,950.00 | $1,200.00 | $0.00 | $1,800.00 | $0.00 | $500.00 |
| 0369 | 113 | DIVISION COMMANDER | $75,000.00 | $0.00 | $75,000.00 | 0.03 | $2,250.00 | $0.00 | $77,250.00 | $77,250.00 | $1,380.00 | $0.00 | $1,800.00 | $0.00 | $500.00 |
| 0370 | 113 | CHIEF OF STAFF | $75,000.00 | $0.00 | $75,000.00 | 0.03 | $2,250.00 | $0.00 | $77,250.00 | $77,250.00 | $480.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0371 | 113 | DEPUTY SHERIFF | $38,000.00 | $0.00 | $38,000.00 | 0.03 | $1,140.00 | $0.00 | $39,140.00 | $37,574.00 | $180.00 | $0.00 | $1,500.00 | $0.00 | $0.00 |
| 0372 | 113 | DEPUTY SHERIFF | $38,000.00 | $0.00 | $38,000.00 | 0.03 | $1,140.00 | $0.00 | $39,140.00 | $37,574.00 | $0.00 | $0.00 | $1,200.00 | $0.00 | $0.00 |
| 0373 | 113 | DEPUTY SHERIFF | $38,000.00 | $0.00 | $38,000.00 | 0.03 | $1,140.00 | $0.00 | $39,140.00 | $37,574.00 | $60.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0374 | 113 | DEPUTY SHERIFF | $38,000.00 | $0.00 | $38,000.00 | 0.03 | $1,140.00 | $0.00 | $39,140.00 | $37,574.00 | $480.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0375 | 113 | DEPUTY SHERIFF STEP I | $38,000.00 | $0.00 | $38,000.00 | 0.03 | $1,140.00 | $0.00 | $39,140.00 | $37,574.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0376 | 113 | DEPUTY SHERIFF | $38,000.00 | $0.00 | $38,000.00 | 0.03 | $1,140.00 | $0.00 | $39,140.00 | $37,574.00 | $0.00 | $0.00 | $1,200.00 | $0.00 | $0.00 |
| 0377 | 113 | DEPUTY SHERIFF | $38,000.00 | $0.00 | $38,000.00 | 0.03 | $1,140.00 | $0.00 | $39,140.00 | $37,574.00 | $0.00 | $0.00 | $1,200.00 | $0.00 | $0.00 |
| 0378 | 113 | DEPUTY SHERIFF STEP I | $38,000.00 | $0.00 | $38,000.00 | 0.03 | $1,140.00 | $0.00 | $39,140.00 | $37,574.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0379 | 113 | TECHNICIAN IV | $0.00 | $37,109.00 | $37,109.00 | 0.03 | $1,113.00 | $0.00 | $38,222.00 | $36,693.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0380 | 113 | DEPUTY SHERIFF | $0.00 | $1,180.00 | $1,180.00 | 0 | $0.00 | $0.00 | $1,180.00 | $0.00 | $0.00 | $0.00 | $1,200.00 | $0.00 | $0.00 |
| 0382 | 113 | DEPUTY SHERIFF STEP I | $0.00 | $0.00 | $0.00 | 0 | $0.00 | $0.00 | $0.00 | $0.00 | $120.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0383 | 113 | DEPUTY SHERIFF STEP II | $0.00 | $1,180.00 | $1,180.00 | 0 | $0.00 | $0.00 | $1,180.00 | $0.00 | $720.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0384 | 113 | DEPUTY SHERIFF STEP II | $0.00 | $1,180.00 | $1,180.00 | 0 | $0.00 | $0.00 | $1,180.00 | $0.00 | $600.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0385 | 113 | DEPUTY SHERIFF STEP II | $0.00 | $1,180.00 | $1,180.00 | 0 | $0.00 | $0.00 | $1,180.00 | $0.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0386 | 113 | DEPUTY SHERIFF STEP I | $0.00 | $1,140.00 | $1,140.00 | 0 | $0.00 | ($1,140.00) | $0.00 | $0.00 | $480.00 | $0.00 | $1,200.00 | $0.00 | $0.00 |
| 0387 | 113 | DEPUTY SHERIFF STEP II | $0.00 | $1,180.00 | $1,180.00 | 0 | $0.00 | $0.00 | $1,180.00 | $0.00 | $480.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0388 | 113 | DEPUTY SHERIFF STEP II | $0.00 | $1,180.00 | $1,180.00 | 0 | $0.00 | $0.00 | $1,180.00 | $0.00 | $480.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0389 | 113 | DEPUTY SHERIFF STEP II | $0.00 | $1,180.00 | $1,180.00 | 0 | $0.00 | $0.00 | $1,180.00 | $0.00 | $180.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0390 | 113 | DEPUTY SHERIFF STEP II | $0.00 | $1,180.00 | $1,180.00 | 0 | $0.00 | $0.00 | $1,180.00 | $1,180.00 | $120.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0391 | 113 | DEPUTY SHERIFF STEP II | $0.00 | $1,180.00 | $1,180.00 | 0 | $0.00 | $0.00 | $1,180.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0392 | 113 | DEPUTY SHERIFF STEP II | $0.00 | $1,180.00 | $1,180.00 | 0 | $0.00 | $0.00 | $1,180.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |

**HIDALGO COUNTY**
***COMMISSIONER COURT***
**2013 SALARY SCHEDULE**

**3-1100-421-00-280-001-0**

**AI-**

**SHERIFF**

| Slot # | Obj Code | POSITION TITLE | 2012 BUDGETED BASE SALARY | 2013 ADJUSTED AMOUNT | 2013 ADJUSTED BASE SALARY | COLA % | COLA AMOUNT | OTHER INCREASE | 2013 APPROVED BUDGETED SALARY | ACTUAL SALARY | Other Allowances | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 |
| 0393 | 113 | LIEUTENANT STEP I | $0.00 | $55,805.00 | $55,805.00 | 0 | $0.00 | $0.00 | $55,805.00 | $52,095.00 | $780.00 | $0.00 | $1,800.00 | $0.00 | $0.00 |
| 0394 | 113 | SERGEANT STEP II | $0.00 | $50,733.00 | $50,733.00 | 0 | $0.00 | $0.00 | $50,733.00 | $49,017.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0395 | 113 | SERGEANT STEP III | $0.00 | $50,733.00 | $50,733.00 | 0 | $0.00 | $0.00 | $50,733.00 | $50,733.00 | $1,200.00 | $0.00 | $1,200.00 | $0.00 | $0.00 |
| 0396 | 113 | SERGEANT STEP I | $0.00 | $50,733.00 | $50,733.00 | 0 | $0.00 | $0.00 | $50,733.00 | $47,359.00 | $360.00 | $0.00 | $1,200.00 | $0.00 | $0.00 |
| 0397 | 113 | SERGEANT STEP III | $0.00 | $50,733.00 | $50,733.00 | 0 | $0.00 | $0.00 | $50,733.00 | $50,733.00 | $720.00 | $0.00 | $600.00 | $0.00 | $0.00 |
| 0398 | 113 | SERGEANT STEP III | $0.00 | $50,733.00 | $50,733.00 | 0 | $0.00 | $0.00 | $50,733.00 | $50,733.00 | $840.00 | $0.00 | $1,200.00 | $0.00 | $0.00 |
| 0399 | 113 | SERGEANT STEP II | $0.00 | $50,733.00 | $50,733.00 | 0 | $0.00 | $0.00 | $50,733.00 | $49,017.00 | $420.00 | $0.00 | $1,800.00 | $0.00 | $0.00 |
| 0400 | 113 | SERGEANT STEP III | $0.00 | $50,733.00 | $50,733.00 | 0 | $0.00 | $0.00 | $50,733.00 | $50,733.00 | $780.00 | $0.00 | $1,200.00 | $0.00 | $0.00 |
| 0401 | 113 | SERGEANT STEP II | $0.00 | $50,733.00 | $50,733.00 | 0 | $0.00 | $0.00 | $50,733.00 | $49,017.00 | $540.00 | $0.00 | $1,200.00 | $0.00 | $0.00 |
| 0402 | 113 | SERGEANT STEP II | $0.00 | $50,733.00 | $50,733.00 | 0 | $0.00 | $0.00 | $50,733.00 | $49,017.00 | $780.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0403 | 113 | DEPUTY SHERIFF STEP I | $0.00 | $39,140.00 | $39,140.00 | 0 | $0.00 | $0.00 | $39,140.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0404 | 113 | DEPUTY SHERIFF STEP I | $0.00 | $39,140.00 | $39,140.00 | 0 | $0.00 | $0.00 | $39,140.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0405 | 113 | DEPUTY SHERIFF STEP I | $0.00 | $39,140.00 | $39,140.00 | 0 | $0.00 | $0.00 | $39,140.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0406 | 113 | ADMINISTRATIVE ASSISTANT IV | $0.00 | $37,109.00 | $37,109.00 | 0 | $0.00 | $0.00 | $37,109.00 | $37,109.00 | $360.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0407 | 113 | ADMINISTRATIVE ASSISTANT I | $0.00 | $24,087.00 | $24,087.00 | 0 | $0.00 | $0.00 | $24,087.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0408 | 113 | ADMINISTRATIVE ASSISTANT I | $0.00 | $24,087.00 | $24,087.00 | 0 | $0.00 | $0.00 | $24,087.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0409 | 113 | ADMINISTRATIVE ASSISTANT I | $0.00 | $24,087.00 | $24,087.00 | 0 | $0.00 | $0.00 | $24,087.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0410 | 113 | ADMINISTRATIVE ASSISTANT I | $0.00 | $24,087.00 | $24,087.00 | 0 | $0.00 | $0.00 | $24,087.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0411 | 113 | ADMINISTRATIVE ASSISTANT I | $0.00 | $24,087.00 | $24,087.00 | 0 | $0.00 | $0.00 | $24,087.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0412 | 113 | ADMINISTRATIVE ASSISTANT I | $0.00 | $24,087.00 | $24,087.00 | 0 | $0.00 | $0.00 | $24,087.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0413 | 113 | ADMINISTRATIVE ASSISTANT I | $0.00 | $24,087.00 | $24,087.00 | 0 | $0.00 | $0.00 | $24,087.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0414 | 113 | ADMINISTRATIVE ASSISTANT I | $0.00 | $24,087.00 | $24,087.00 | 0 | $0.00 | $0.00 | $24,087.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| | | **CREATE THE FOLLOWING FULL TIME POSITION:** | | | | | | | | | | | | | |
| **0415** | **113** | **QUALITY ASSURANCE INSPECTOR** | **$0.00** | **$55,000.00** | **$55,000.00** | **0** | **$0.00** | **$0.00** | **$55,000.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |
| | | **TOTAL** | **$13,347,874.00** | **$1,323,806.00** | **$14,671,680.00** | | **$412,323.57** | **$3,892.00** | **$15,087,887.00** | **$13,757,756.48** | **$166,680.00** | **$0.00** | **$364,500.00** | **$0.00** | **$45,500.00** |

**APPROVAL TO CREATE THE ABOVE HIGHLIGHTED POSITION.**
**PERSONNEL ACTION IS PENDING COMMISSIONERS COURT APPROVAL.**

# 39279

| ACTUAL TOTAL COMPENSATION |
|---|
| $144,695.00 |
| $80,930.00 |
| $80,870.00 |
| $70,690.00 |
| $70,930.00 |
| $69,730.00 |
| $71,030.00 |
| $62,919.00 |
| $54,455.00 |
| $60,385.00 |
| $56,435.00 |
| $58,445.00 |
| $54,915.00 |
| $56,662.00 |
| $58,445.00 |
| $57,098.00 |
| $60,539.00 |
| $44,583.00 |
| $51,057.00 |
| $51,297.00 |
| $49,159.00 |
| $55,688.00 |
| $48,979.00 |
| $52,773.00 |
| $49,359.00 |
| $47,839.00 |
| $49,159.00 |
| $54,488.00 |
| $51,393.00 |
| $53,828.00 |
| $50,269.00 |
| $48,379.00 |
| $50,277.00 |
| $51,137.00 |
| $52,113.00 |
| $47,599.00 |
| $51,077.00 |
| $52,773.00 |

# 39279

| ACTUAL TOTAL COMPENSATION |
|---|
| $47,363.00 |
| $47,363.00 |
| $47,303.00 |
| $44,583.00 |
| $53,434.00 |
| $53,694.00 |
| $53,874.00 |
| $51,060.00 |
| $37,574.00 |
| $37,694.00 |
| $47,701.00 |
| $53,334.00 |
| $52,674.00 |
| $37,754.00 |
| $39,134.00 |
| $52,374.00 |
| $43,410.00 |
| $37,574.00 |
| $44,050.00 |
| $38,834.00 |
| $44,910.00 |
| $40,990.00 |
| $37,634.00 |
| $43,350.00 |
| $37,694.00 |
| $46,720.00 |
| $40,750.00 |
| $42,930.00 |
| $43,090.00 |
| $41,230.00 |
| $41,050.00 |
| $52,314.00 |
| $39,140.00 |
| $37,754.00 |
| $42,910.00 |
| $0.00 |
| $52,254.00 |
| $0.00 |

# 39279

| ACTUAL TOTAL COMPENSATION |
|---|
| $39,800.00 |
| $40,990.00 |
| $51,234.00 |
| $0.00 |
| $40,760.00 |
| $51,114.00 |
| $52,314.00 |
| $45,954.00 |
| $52,254.00 |
| $51,934.00 |
| $39,380.00 |
| $37,574.00 |
| $39,140.00 |
| $37,574.00 |
| $51,874.00 |
| $51,714.00 |
| $43,410.00 |
| $43,030.00 |
| $50,314.00 |
| $50,434.00 |
| $39,260.00 |
| $50,554.00 |
| $39,374.00 |
| $43,350.00 |
| $50,314.00 |
| $49,654.00 |
| $51,574.00 |
| $50,374.00 |
| $40,810.00 |
| $43,470.00 |
| $39,740.00 |
| $51,820.00 |
| $43,750.00 |
| $40,750.00 |
| $0.00 |
| $50,580.00 |
| $37,694.00 |
| $49,714.00 |

# 39279

| ACTUAL TOTAL COMPENSATION |
|---|
| $50,580.00 |
| $39,374.00 |
| $40,750.00 |
| $50,281.00 |
| $50,520.00 |
| $51,640.00 |
| $49,380.00 |
| $47,620.00 |
| $0.00 |
| $49,260.00 |
| $40,630.00 |
| $46,660.00 |
| $37,574.00 |
| $50,640.00 |
| $37,574.00 |
| $0.00 |
| $50,700.00 |
| $39,074.00 |
| $37,814.00 |
| $48,580.00 |
| $37,754.00 |
| $46,660.00 |
| $49,660.00 |
| $49,860.00 |
| $42,850.00 |
| $49,200.00 |
| $49,200.00 |
| $43,350.00 |
| $48,160.00 |
| $42,910.00 |
| $43,150.00 |
| $37,754.00 |
| $42,970.00 |
| $47,860.00 |
| $39,374.00 |
| $0.00 |
| $0.00 |
| $39,680.00 |

# 39279

| ACTUAL TOTAL COMPENSATION |
|---|
| $43,650.00 |
| $0.00 |
| $49,380.00 |
| $47,980.00 |
| $48,340.00 |
| $37,994.00 |
| $48,820.00 |
| $46,720.00 |
| $50,020.00 |
| $0.00 |
| $43,410.00 |
| $46,660.00 |
| $37,574.00 |
| $50,040.00 |
| $50,460.00 |
| $50,460.00 |
| $42,670.00 |
| $37,574.00 |
| $40,760.00 |
| $41,110.00 |
| $47,920.00 |
| $49,840.00 |
| $37,574.00 |
| $37,694.00 |
| $44,910.00 |
| $43,976.00 |
| $42,038.00 |
| $39,492.48 |
| $41,678.00 |
| $41,798.00 |
| $38,222.00 |
| $41,558.00 |
| $40,930.00 |
| $40,690.00 |
| $37,574.00 |
| $49,081.00 |
| $40,930.00 |
| $40,810.00 |

# 39279

| ACTUAL TOTAL COMPENSATION |
|---|
| $38,114.00 |
| $47,154.00 |
| $37,874.00 |
| $47,514.00 |
| $37,574.00 |
| $44,970.00 |
| $47,214.00 |
| $39,320.00 |
| $45,214.00 |
| $39,380.00 |
| $47,694.00 |
| $41,650.00 |
| $42,610.00 |
| $46,014.00 |
| $46,781.00 |
| $47,761.00 |
| $47,521.00 |
| $43,590.00 |
| $46,961.00 |
| $47,341.00 |
| $46,841.00 |
| $37,934.00 |
| $47,701.00 |
| $43,350.00 |
| $41,050.00 |
| $46,961.00 |
| $46,014.00 |
| $43,710.00 |
| $47,221.00 |
| $40,750.00 |
| $39,620.00 |
| $0.00 |
| $39,260.00 |
| $43,354.00 |
| $43,650.00 |
| $43,030.00 |
| $43,414.00 |
| $39,320.00 |

# 39279

| ACTUAL TOTAL COMPENSATION |
|---|
| $44,614.00 |
| $45,214.00 |
| $44,410.00 |
| $43,410.00 |
| $40,990.00 |
| $40,930.00 |
| $42,970.00 |
| $41,110.00 |
| $37,670.00 |
| $37,159.00 |
| $36,919.00 |
| $34,675.00 |
| $0.00 |
| $35,391.00 |
| $33,489.00 |
| $35,387.00 |
| $33,069.00 |
| $30,342.00 |
| $31,404.00 |
| $30,342.00 |
| $30,342.00 |
| $28,825.00 |
| $28,825.00 |
| $31,704.00 |
| $0.00 |
| $30,342.00 |
| $31,404.00 |
| $28,825.00 |
| $30,342.00 |
| $31,404.00 |
| $32,004.00 |
| $31,404.00 |
| $28,824.00 |
| $30,342.00 |
| $28,825.00 |
| $30,342.00 |
| $0.00 |
| $31,944.00 |

# 39279

| ACTUAL TOTAL COMPENSATION |
|---|
| $33,249.00 |
| $31,062.00 |
| $28,919.00 |
| $28,439.00 |
| $28,799.00 |
| $24,087.00 |
| $28,919.00 |
| $24,087.00 |
| $27,827.00 |
| $27,767.00 |
| $26,867.00 |
| $27,227.00 |
| $27,407.00 |
| $24,087.00 |
| $23,083.00 |
| $26,192.00 |
| $24,087.00 |
| $24,087.00 |
| $24,087.00 |
| $25,772.00 |
| $25,772.00 |
| $23,503.00 |
| $23,623.00 |
| $23,623.00 |
| $23,503.00 |
| $40,810.00 |
| $47,860.00 |
| $47,200.00 |
| $37,550.00 |
| $38,114.00 |
| $38,774.00 |
| $40,870.00 |
| $46,110.00 |
| $43,170.00 |
| $39,074.00 |
| $37,574.00 |
| $43,230.00 |
| $0.00 |

# 39279

| ACTUAL TOTAL COMPENSATION |
|---|
| $47,641.00 |
| $37,694.00 |
| $39,740.00 |
| $45,161.00 |
| $47,701.00 |
| $37,574.00 |
| $29,114.00 |
| $29,054.00 |
| $67,427.00 |
| $45,243.00 |
| $36,111.00 |
| $40,343.00 |
| $70,870.00 |
| $70,270.00 |
| $70,450.00 |
| $80,930.00 |
| $77,730.00 |
| $39,254.00 |
| $38,774.00 |
| $37,634.00 |
| $38,054.00 |
| $37,574.00 |
| $38,774.00 |
| $38,774.00 |
| $37,574.00 |
| $36,693.00 |
| $0.00 |
| $0.00 |
| $0.00 |
| $0.00 |
| $0.00 |
| $0.00 |
| $0.00 |
| $0.00 |
| $0.00 |
| $1,300.00 |
| $0.00 |
| $0.00 |

# 39279

| ACTUAL TOTAL COMPENSATION |
|---|
| $54,675.00 |
| $49,557.00 |
| $53,133.00 |
| $48,919.00 |
| $52,053.00 |
| $52,773.00 |
| $51,237.00 |
| $52,713.00 |
| $50,757.00 |
| $49,797.00 |
| $0.00 |
| $0.00 |
| $0.00 |
| $37,469.00 |
| $0.00 |
| $0.00 |
| $0.00 |
| $0.00 |
| $0.00 |
| $0.00 |
| $0.00 |
| $0.00 |
| **$0.00** |

**$14,328,436.48**

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
JUN 14 2013
HUMAN RESOURCES

**DEPARTMENT NAME/NUMBER:** SHERIFF'S OFFICE (280-001) **DATE:** 6/12/2013

**CURRENT POSITION TITLE:** **CURRENT SLOT. #:** 0415

**REQUESTED POSITION TITLE:** QUALITY ASSURANCE INSPECTOR
**(For new positions or reclassifications)**

**REQUEST FOR:**

☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

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

**POSITION SALARY REQUEST:**

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 55,000.00 (Proposed Budgeted Salary) $ 55,000.00 (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 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

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

**TEMPORARY POSITIONS:**

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

| CIVIL SERVICE: | | FLSA: | |
|---|---|---|---|
| Exempt | ☐ | Exempt | ☐ |
| Non-Exempt | ☑ | Non-Exempt | ☑ |
| N/A | ☐ | | |

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

The Quality Assurance Inspector will determine if all operations are working at its peak effectiveness and efficiency. The Inspection Process will assure that all resources and assets are being used in accordance with federal/state statutes and local rules and regulations. In addition the Inspection Process will audit the procurement, expenditure process and detect red flags indicating potential corruption. Operational supervisors do not have time to conduct inspections while supervising operations.

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

**POSITION RECLASSIFICATION:** Explain change and/or increase in duties and responsibility. (Attach new job description)

**COMMENTS:** (Any comments you wish to make regarding this request)

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | 6-13-13 Date | FUNDING AVAILABLE IN DEPT. BUDGET | ☐ | YES | ☑ | NO |
| 2. | Esther A. Cortez/Jefe HUMAN RESOURCES DIRECTOR | 06.18.13 Date | PERSONNEL PROCEDURES COMPLETED | ☑ | YES | ☐ | NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 06.20.13 Date | BUDGET PROCEDURES COMPLETED | ☑ | YES | ☐ | NO |
| 4. | COMMISSIONERS' COURT APPROVAL | Date | | | | | |

# 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, July 02, 2013** **Agenda Item:** 39279

**Summary of request/proposal:**
Approval to create one (1) full time Quality Assurance Inspector position, slot no. 0415 budgeted salary 55,000.00.

| FUND | POSITION | SLOT # | OBJ | CURRENT BUDGETED SALARY/ ALLOWANCE | ADJUSTMENT REQUESTED | TOTAL |
|---|---|---|---|---|---|---|
| | | | *SALARY* | | | |
| 1100 | QUALITY ASSURANCE INSPECT. | 0415 | 113 | 0.00 | 55,000.00 | 55,000.00 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | TOTAL | | 0.00 | 55,000.00 | 55,000.00 |

**Budgetary Impact:**

| INCREASE/DECREASE ACCOUNT NUMBER | | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|---|
| 3-1100-421-00-280-001-0- | 113 | SHERIFF'S OFFICE- | REG F/T EMPLOYEES | $27,605.36 |
| 3-1100-421-00-280-001-0- | 211 | SHERIFF'S OFFICE- | HEALTH INSURANCE | $2,089.98 |
| 3-1100-421-00-280-001-0- | 212 | SHERIFF'S OFFICE- | LIFE INSURANCE | $13.55 |
| 3-1100-421-00-280-001-0- | 220 | SHERIFF'S OFFICE- | FICA | $2,111.81 |
| 3-1100-421-00-280-001-0- | 230 | SHERIFF'S OFFICE- | RETIREMENT | $2,898.56 |
| 3-1100-421-00-280-001-0- | 250 | SHERIFF'S OFFICE- | UNEMPLOYMENT COMP | $138.03 |
| 3-1100-421-00-280-001-0- | 260 | SHERIFF'S OFFICE- | WORKER'S COMP | $218.08 |
| | | | | |
| | | | 2013 Budgetary Impact | $35,075.37 |

2014 Budgetary Impact: $69,883.00

**Possible Funding Sources:** **UNDETERMINED**

**Comments:**

| |
|---|
| |
| |
| |
| |

Hidalgo Co. Budget Office
2/3/2005

# QUALITY ASSURANCE INSPECTOR

## GENERAL DESCRIPTION

The Quality Assurance Inspector conducts inspections, audits and reviews as a proactive monitoring technique. The Quality Assurance Inspector conducts reviews of internal reports and paperwork and the inspection of the Hidalgo County Sheriff's Office and personnel to ensure that regulations are being followed. These may range from periodic scheduled audits to unannounced inspections of the entire organizational component. The Quality Assurance Inspector monitors compliance with policies, procedures, facility memorandum and memorandums related to the operations and maintenance of the office. Unique examinations of a single incident may also be assigned as a staff inspection after observing potential misbehavior or problematic commands. Additional tasks undertaken may include but are not limited to program development to advance the efficiency and effectiveness of the Hidalgo County Sheriff's Office and assist with manpower to the organization components as directed by the Sheriff.

## EXAMPLES OF WORK PERFORMED

Develops, implements and reviews policies, procedures, codes, regulations and standard operating procedures

Develops and implements long-term quality assurance goals that support the Hidalgo County Sheriff's Office mission

Manages the creation, implementation and revision of quality standard operating procedures

Develops and conducts audits

Develops and maintains program policy documentation

Conducts long range quality planning

Develops training and conducts presentations

Manages document control and ensures the integrity of agency documents

Establishes and monitors program structure, staff assignments and resources

Initiates evaluations on a random basis within the entire agency

Initiates audits of select cases and reports

Responds to citizens who have questions or concerns about Hidalgo County Sheriff's Office procedures

Identifies and recommends improvements to program systems and procedures

Listens to dispatch recordings, makes random contact with crime victims, interviews former jail detainees and reads reports each month

Submits daily, weekly, monthly, quarterly or annual quality assurance status reports, both orally and written, as ordered by the Sheriff

Determines areas of improvement and develops proper corrective measures to enhance service regardless of the finding

Attends conference, trainings and meetings to stay up-to-date on trends in quality assurance, training development and policy and procedures

Participates in administrative meetings as scheduled by the Sheriff

Develops and maintains excellent working relationships with all personnel

Performs integrity testing

Performs drug and alcohol testing

Performs all other related duties as assigned

## GENERAL QUALIFICATION GUIDELINES

### Experience and Education

Graduate from an accredited college or university with a Bachelor's degree in social or behavioral science, criminal justice, management or related field

Experience in criminal justice, law enforcement or related field

Program management principles and practices, including research, analysis and development

Education and experience that provide an applicant with knowledge, skill and ability to successfully perform the job

Experience conducting program evaluations or internal audits, preparing reports of inspection or internal audits for the public or private sector

Experience implementing or managing quality assurance programs in the public or private sector

Bilingual is preferred

Prior U.S Federal Law Enforcement Agency experience is preferred

### Knowledge, Skills, and Abilities

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed

In-depth knowledge of quality management systems, methods, tools and standards

In-depth understanding of policies, procedures, laws, rules and regulations impacting the daily operations of the agency

Must be detail oriented

Skill in oral and written communication

Skill in handling multiple projects and prioritizing

Skill in planning and organizing

Skill in multitasking, data analysis and problem solving

Prepare clear, concise, and comprehensive reports

Ability to supervise, provide support and train others

Ability to establish and maintain working relationships with other County employees and the public

Maintains awareness of applicable standards, statutes and case law that may impact the operation of the agency

Continuous assessment of work performed, problem identification and corrective action procedures

Continuous monitoring of technology

Knowledge of the research process and statistical methods

Define issues, analyze problems, evaluate alternatives and develop recommendations

Understand, interpret, apply and explain relevant policies, procedures, laws and regulations

Maintain positive, proactive and professional working relationships

Exercise tact in dealing with sensitive and confidential issues

**Registration, Certification, or Licensure**

Must have a valid Texas Motor Vehicle Operator's License

Must be able to be insured by the County's insurance carrier

**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-39427** **Human Resources 11. C.**

**CC REGULAR**

**Meeting Date:** 07/09/2013

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

**Department:** HUMAN RESOURCES/CIVIL SERVICE

## Information

### CAPTION

Sheriff's Office (1100):
1. Approval to remove clothing allowance as follows, effective next full pay period, 07/15/13.

| Slot # | Position Title | Budgeted Amount (Allowance) |
|---|---|---|
| 0343 | (Sr) Deputy Sheriff (Step II) | $500.00 |
| 0238 | Deputy Sheriff (Step II) | $500.00 |
| 0157 | (Sr) Deputy Sheriff (Step III) | $500.00 |
| 0225 | (Sr) Deputy Sheriff (Step I) | $500.00 |
| 0077 | (Sr) Deputy Sheriff (Step IV) | $500.00 |
| 0083 | (Sr) Deputy Sheriff (Step IV) | $500.00 |
| 0126 | (Sr) Deputy Sheriff (Step III) | $500.00 |
| 0019 | Lieutenant (Step II) | $500.00 |

2. Approval to authorize clothing allowance as follows, effective 07/15/13:

| Slot # | Position Title | Budgeted Amount (Allowance) |
|---|---|---|
| 0024 | Sergeant (Step I) | $500.00 |
| 0068 | Deputy Sheriff (Step II) | $500.00 |
| 0117 | (Sr) Deputy Sheriff (Step IV) | $500.00 |
| 0202 | (Sr) Deputy Sheriff (Step I) | $500.00 |
| 0219 | (Sr) Deputy Sheriff (Step II) | $500.00 |
| 0223 | Deputy Sheriff (Step II) | $500.00 |
| 0229 | Deputy Sheriff (Step II) | $500.00 |
| 0233 | (Sr) Deputy Sheriff (Step I) | $500.00 |

3. Approval of revised salary schedule.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1100-421-00-280-001-0-119

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

**BUDGETARY IMPACT:**

SHERIFF-CLOTHING ALLOWANCE
NO BUDGETARY IMPACT.

## Attachments

salary schedule
job description
Job Descriptions
FISCAL NOTE
PARs

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/26/2013 01:21 PM |
| Rosalinda Cantu | Rosie Cantu | 07/02/2013 01:54 PM |
| Obdett Calzada | Obdett Calzada | 07/02/2013 04:38 PM |
| Purchasing Department | Monica Badillo | 07/02/2013 05:15 PM |

Form Started By: Sylvia Rios Started On: 06/26/2013 08:51 AM

Final Approval Date: 07/02/2013

# HIDALGO COUNTY
## COMMISSIONER COURT
## 2013 SALARY SCHEDULE

**3-1100-421-00-280-001-0-**

**AI - 39427**

**SHERIFF**

| Slot # | Obj Code | POSITION TITLE | 2012 BUDGETED SALARY | 2013 ADJUSTED SALARY | 2013 BASE SALARY | % Inc. | AMOUNT INCREASE | OTHER INCREASE | 2013 BUDGETED SALARY APPROVED | 2013 ACTUAL SALARY | Other Allowances | | | | | 2013 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| 0001 | 111 | COUNTY SHERIFF | $136,500.00 | $0.00 | $136,500.00 | 0.03 | $4,095.00 | $0.00 | $140,595.00 | $140,595.00 | $0.00 | $0.00 | $3,600.00 | $0.00 | $500.00 | $144,695.00 |
| 0003 | 113 | DIVISION COMMANDER | $75,000.00 | $0.00 | $75,000.00 | 0.03 | $2,250.00 | $0.00 | $77,250.00 | $77,250.00 | $1,380.00 | $0.00 | $1,800.00 | $0.00 | $500.00 | $80,930.00 |
| 0004 | 113 | DIVISION COMMANDER | $75,000.00 | $0.00 | $75,000.00 | 0.03 | $2,250.00 | $0.00 | $77,250.00 | $77,250.00 | $1,320.00 | $0.00 | $1,800.00 | $0.00 | $500.00 | $80,870.00 |
| 0005 | 113 | CAPTAIN | $65,000.00 | $0.00 | $65,000.00 | 0.03 | $1,950.00 | $0.00 | $66,950.00 | $66,950.00 | $1,440.00 | $0.00 | $1,800.00 | $0.00 | $500.00 | $70,690.00 |
| 0006 | 113 | CAPTAIN | $65,000.00 | $0.00 | $65,000.00 | 0.03 | $1,950.00 | $0.00 | $66,950.00 | $66,950.00 | $1,680.00 | $0.00 | $1,800.00 | $0.00 | $500.00 | $70,930.00 |
| 0007 | 113 | CAPTAIN | $65,000.00 | $0.00 | $65,000.00 | 0.03 | $1,950.00 | $0.00 | $66,950.00 | $66,950.00 | $1,080.00 | $0.00 | $1,200.00 | $0.00 | $500.00 | $69,730.00 |
| 0008 | 113 | CAPTAIN | $65,000.00 | $0.00 | $65,000.00 | 0.03 | $1,950.00 | $0.00 | $66,950.00 | $66,950.00 | $780.00 | $0.00 | $3,300.00 | $0.00 | $0.00 | $71,030.00 |
| 0010 | 113 | LIEUTENANT STEP IV | $54,180.00 | $1,897.00 | $56,077.00 | 0.03 | $1,682.31 | $0.00 | $57,759.00 | $57,759.00 | $1,860.00 | $0.00 | $3,300.00 | $0.00 | $0.00 | $62,919.00 |
| 0011 | 113 | LIEUTENANT STEP I | $54,180.00 | $1,897.00 | $56,077.00 | 0.03 | $1,682.00 | $0.00 | $57,759.00 | $52,095.00 | $660.00 | $0.00 | $1,200.00 | $0.00 | $500.00 | $54,455.00 |
| 0012 | 113 | LIEUTENANT STEP III | $52,348.00 | $1,832.00 | $54,180.00 | 0.03 | $1,625.40 | $0.00 | $55,805.00 | $55,805.00 | $1,080.00 | $0.00 | $3,000.00 | $0.00 | $500.00 | $60,385.00 |
| 0013 | 113 | LIEUTENANT STEP II | $50,578.00 | $1,770.00 | $52,348.00 | 0.03 | $1,570.00 | $0.00 | $53,918.00 | $53,918.00 | $840.00 | $0.00 | $3,000.00 | $0.00 | $500.00 | $58,258.00 |
| 0014 | 113 | LIEUTENANT STEP III | $52,348.00 | $1,832.00 | $54,180.00 | 0.03 | $1,625.00 | $0.00 | $55,805.00 | $55,805.00 | $840.00 | $0.00 | $1,800.00 | $0.00 | $0.00 | $58,445.00 |
| 0015 | 113 | LIEUTENANT STEP I | $52,348.00 | $1,832.00 | $54,180.00 | 0.03 | $1,625.00 | $0.00 | $55,805.00 | $52,095.00 | $1,020.00 | $0.00 | $1,800.00 | $0.00 | $0.00 | $54,915.00 |
| 0016 | 113 | INFORMATION TECHNOLOGY MANAGER | $54,526.00 | $0.00 | $54,526.00 | 0.03 | $1,635.78 | $0.00 | $56,162.00 | $56,162.00 | $0.00 | $0.00 | $0.00 | $0.00 | $500.00 | $56,662.00 |
| 0018 | 113 | LIEUTENANT STEP III | $52,348.00 | $1,832.00 | $54,180.00 | 0.03 | $1,625.40 | $0.00 | $55,805.00 | $55,805.00 | $840.00 | $0.00 | $1,800.00 | $0.00 | $0.00 | $58,445.00 |
| | | **REMOVE CLOTHING ALLOWANCE** | | | | | | | | | | | | | | |
| **0019** | **113** | **LIEUTENANT STEP II** | **$54,180.00** | **$1,897.00** | **$56,077.00** | **0.03** | **$1,682.00** | **$0.00** | **$57,759.00** | **$53,918.00** | **$1,380.00** | **$0.00** | **$1,800.00** | **$0.00** | **$0.00** | **$57,098.00** |
| 0020 | 113 | LIEUTENANT STEP IV | $54,180.00 | $1,897.00 | $56,077.00 | 0.03 | $1,682.31 | $0.00 | $57,759.00 | $57,759.00 | $1,080.00 | $0.00 | $1,200.00 | $0.00 | $500.00 | $60,539.00 |
| 0021 | 113 | ACCOUNTANT III | $43,284.00 | $0.00 | $43,284.00 | 0.03 | $1,298.52 | $0.00 | $44,583.00 | $44,583.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $44,583.00 |
| 0022 | 113 | SERGEANT STEP II | $47,589.00 | $1,666.00 | $49,255.00 | 0.03 | $1,478.00 | $0.00 | $50,733.00 | $49,017.00 | $840.00 | $0.00 | $1,200.00 | $0.00 | $0.00 | $51,057.00 |
| 0023 | 113 | SERGEANT STEP II | $45,980.00 | $1,609.00 | $47,589.00 | 0.03 | $1,427.67 | $0.00 | $49,017.00 | $49,017.00 | $1,080.00 | $0.00 | $1,200.00 | $0.00 | $0.00 | $51,297.00 |
| | | **AUTHORIZE CLOTHING ALLOWANCE** | | | | | | | | | | | | | | |
| **0024** | **113** | **SERGEANT STEP I** | **$45,980.00** | **$1,609.00** | **$47,589.00** | **0.03** | **$1,428.00** | **$0.00** | **$49,017.00** | **$47,359.00** | **$600.00** | **$0.00** | **$1,200.00** | **$0.00** | **$500.00** | **$49,659.00** |
| | | | | | | | | | | | **$0.00** | | | | | |
| 0025 | 113 | SERGEANT STEP IV | $49,255.00 | $1,724.00 | $50,979.00 | 0.03 | $1,529.37 | $0.00 | $52,508.00 | $52,508.00 | $1,380.00 | $0.00 | $1,800.00 | $0.00 | $0.00 | $55,688.00 |

# HIDALGO COUNTY
## COMMISSIONER COURT
## 2013 SALARY SCHEDULE

**3-1100-421-00-280-001-0-**

**AI - 39427**

**SHERIFF**

| Slot # | Obj Code | POSITION TITLE | 2012 BUDGETED SALARY | 2013 ADJUSTED SALARY | 2013 BASE SALARY | % Inc. | AMOUNT INCREASE | OTHER INCREASE | 2013 BUDGETED SALARY APPROVED | 2013 ACTUAL SALARY | Other Allowances | | | | | 2013 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| 0026 | 113 | SERGEANT STEP II | $45,980.00 | $1,609.00 | $47,589.00 | 0.03 | $1,428.00 | $0.00 | $49,017.00 | $49,017.00 | $420.00 | $0.00 | $1,200.00 | $0.00 | $0.00 | $50,637.00 |
| 0027 | 113 | SERGEANT STEP III | $47,589.00 | $1,666.00 | $49,255.00 | 0.03 | $1,478.00 | $0.00 | $50,733.00 | $50,733.00 | $840.00 | $0.00 | $1,200.00 | $0.00 | $0.00 | $52,773.00 |
| 0028 | 113 | SERGEANT STEP II | $45,980.00 | $1,609.00 | $47,589.00 | 0.03 | $1,428.00 | $0.00 | $49,017.00 | $49,017.00 | $300.00 | $0.00 | $1,200.00 | $0.00 | $500.00 | $51,017.00 |
| 0029 | 113 | SERGEANT STEP I | $49,255.00 | ($3,275.00) | $45,980.00 | 0.03 | $1,379.40 | $1,658.00 | $49,017.00 | $47,359.00 | $480.00 | $0.00 | $0.00 | $0.00 | $0.00 | $47,839.00 |
| 0030 | 113 | SERGEANT STEP I | $49,255.00 | ($3,275.00) | $45,980.00 | 0.03 | $1,379.40 | $1,658.00 | $49,017.00 | $47,359.00 | $600.00 | $0.00 | $1,200.00 | $0.00 | $0.00 | $49,159.00 |
| 0031 | 113 | SERGEANT STEP IV | $49,255.00 | $1,724.00 | $50,979.00 | 0.03 | $1,529.37 | $0.00 | $52,508.00 | $52,508.00 | $780.00 | $0.00 | $1,200.00 | $0.00 | $0.00 | $54,488.00 |
| 0032 | 113 | SERGEANT STEP III | $45,980.00 | $1,609.00 | $47,589.00 | 0.03 | $1,428.00 | $1,716.00 | $50,733.00 | $50,733.00 | $660.00 | $0.00 | $0.00 | $0.00 | $0.00 | $51,393.00 |
| 0033 | 113 | SERGEANT STEP IV | $49,255.00 | $1,724.00 | $50,979.00 | 0.03 | $1,529.37 | $0.00 | $52,508.00 | $52,508.00 | $720.00 | $0.00 | $600.00 | $0.00 | $0.00 | $53,828.00 |
| 0034 | 113 | CRIME SCENE SPECIALIST SUPERVISOR | $46,747.00 | $0.00 | $46,747.00 | 0.03 | $1,402.41 | $0.00 | $48,149.00 | $48,149.00 | $1,620.00 | $0.00 | $0.00 | $0.00 | $500.00 | $50,269.00 |
| 0035 | 113 | SERGEANT STEP I | $45,980.00 | $1,609.00 | $47,589.00 | 0.03 | $1,427.67 | $0.00 | $49,017.00 | $47,359.00 | $420.00 | $0.00 | $600.00 | $0.00 | $0.00 | $48,379.00 |
| 0036 | 113 | SERGEANT STEP II | $47,589.00 | $1,666.00 | $49,255.00 | 0.03 | $1,478.00 | $0.00 | $50,733.00 | $49,017.00 | $660.00 | $0.00 | $600.00 | $0.00 | $0.00 | $50,277.00 |
| 0037 | 113 | SERGEANT STEP II | $45,980.00 | $1,609.00 | $47,589.00 | 0.03 | $1,428.00 | $0.00 | $49,017.00 | $49,017.00 | $420.00 | $0.00 | $1,200.00 | $0.00 | $500.00 | $51,137.00 |
| 0038 | 113 | SERGEANT STEP III | $49,255.00 | $1,724.00 | $50,979.00 | 0.03 | $1,529.00 | $0.00 | $52,508.00 | $50,733.00 | $780.00 | $0.00 | $600.00 | $0.00 | $0.00 | $52,113.00 |
| 0039 | 113 | SERGEANT STEP I | $45,980.00 | $1,609.00 | $47,589.00 | 0.03 | $1,428.00 | $0.00 | $49,017.00 | $47,359.00 | $240.00 | $0.00 | $0.00 | $0.00 | $0.00 | $47,599.00 |
| 0040 | 113 | SERGEANT STEP II | $45,980.00 | $1,609.00 | $47,589.00 | 0.03 | $1,427.67 | $0.00 | $49,017.00 | $49,017.00 | $360.00 | $0.00 | $1,200.00 | $0.00 | $500.00 | $51,077.00 |
| 0041 | 113 | SERGEANT STEP III | $47,589.00 | $1,666.00 | $49,255.00 | 0.03 | $1,477.65 | $0.00 | $50,733.00 | $50,733.00 | $840.00 | $0.00 | $1,200.00 | $0.00 | $0.00 | $52,773.00 |
| 0042 | 113 | CRIME SCENE SPECIALIST | $44,799.00 | $0.00 | $44,799.00 | 0.03 | $1,343.97 | $0.00 | $46,143.00 | $46,143.00 | $720.00 | $0.00 | $0.00 | $0.00 | $500.00 | $47,363.00 |
| 0043 | 113 | CRIME SCENE SPECIALIST | $44,799.00 | $0.00 | $44,799.00 | 0.03 | $1,343.97 | $0.00 | $46,143.00 | $46,143.00 | $720.00 | $0.00 | $0.00 | $0.00 | $500.00 | $47,363.00 |
| 0044 | 113 | CRIME SCENE SPECIALIST | $44,799.00 | $0.00 | $44,799.00 | 0.03 | $1,343.97 | $0.00 | $46,143.00 | $46,143.00 | $660.00 | $0.00 | $0.00 | $0.00 | $500.00 | $47,303.00 |
| 0045 | 113 | MECHANIC V | $43,284.00 | $0.00 | $43,284.00 | 0.03 | $1,299.00 | $0.00 | $44,583.00 | $44,583.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $44,583.00 |
| 0046 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.32 | $0.00 | $47,734.00 | $47,734.00 | $1,800.00 | $0.00 | $3,900.00 | $0.00 | $0.00 | $53,434.00 |
| 0047 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.32 | $0.00 | $47,734.00 | $47,734.00 | $1,560.00 | $0.00 | $3,900.00 | $0.00 | $500.00 | $53,694.00 |
| 0048 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.32 | $0.00 | $47,734.00 | $47,734.00 | $1,740.00 | $0.00 | $3,900.00 | $0.00 | $500.00 | $53,874.00 |
| 0049 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $540.00 | $0.00 | $3,900.00 | $0.00 | $500.00 | $51,060.00 |

# HIDALGO COUNTY
## COMMISSIONER COURT
## 2013 SALARY SCHEDULE

**3-1100-421-00-280-001-0-**

**AI - 39427**

**SHERIFF**

| Slot # | Obj Code | POSITION TITLE | 2012 BUDGETED SALARY | 2013 ADJUSTED SALARY | 2013 BASE SALARY | % Inc. | AMOUNT INCREASE | OTHER INCREASE | 2013 BUDGETED SALARY APPROVED | 2013 ACTUAL SALARY | Other Allowances | | | | | 2013 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| 0050 | 113 | DEPUTY SHERIFF | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.00 | $0.00 | $47,734.00 | $37,574.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37,574.00 |
| 0051 | 113 | DEPUTY SHERIFF | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.00 | $0.00 | $47,734.00 | $37,574.00 | $120.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37,694.00 |
| 0052 | 113 | SR. DEPUTY SHERIFF STEP II | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.00 | $0.00 | $47,734.00 | $44,561.00 | $540.00 | $0.00 | $2,100.00 | $0.00 | $500.00 | $47,701.00 |
| 0053 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.32 | $0.00 | $47,734.00 | $47,734.00 | $1,200.00 | $0.00 | $3,900.00 | $0.00 | $500.00 | $53,334.00 |
| 0054 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.32 | $0.00 | $47,734.00 | $47,734.00 | $1,140.00 | $0.00 | $3,300.00 | $0.00 | $500.00 | $52,674.00 |
| 0055 | 113 | DEPUTY SHERIFF | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.00 | $0.00 | $47,734.00 | $37,574.00 | $180.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37,754.00 |
| 0056 | 113 | DEPUTY SHERIFF | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $37,574.00 | $60.00 | $0.00 | $1,500.00 | $0.00 | $0.00 | $39,134.00 |
| 0057 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.32 | $0.00 | $47,734.00 | $47,734.00 | $840.00 | $0.00 | $3,300.00 | $0.00 | $500.00 | $52,374.00 |
| 0058 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $300.00 | $0.00 | $2,100.00 | $0.00 | $500.00 | $43,410.00 |
| 0059 | 113 | DEPUTY SHERIFF | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.00 | $0.00 | $47,734.00 | $37,574.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37,574.00 |
| 0060 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $240.00 | $0.00 | $3,300.00 | $0.00 | $0.00 | $44,050.00 |
| 0061 | 113 | DEPUTY SHERIFF STEP I | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.00 | $0.00 | $46,120.00 | $39,140.00 | $60.00 | $0.00 | $1,200.00 | $0.00 | $0.00 | $40,400.00 |
| 0062 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $600.00 | $0.00 | $3,300.00 | $0.00 | $500.00 | $44,910.00 |
| 0063 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $480.00 | $0.00 | $0.00 | $0.00 | $0.00 | $40,990.00 |
| 0064 | 113 | DEPUTY SHERIFF | $36,480.00 | $2,850.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $37,574.00 | $60.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37,634.00 |
| 0065 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $240.00 | $0.00 | $2,100.00 | $0.00 | $0.00 | $42,850.00 |
| 0066 | 113 | DEPUTY SHERIFF | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.00 | $0.00 | $47,734.00 | $37,574.00 | $120.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37,694.00 |
| 0067 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $600.00 | $0.00 | $0.00 | $0.00 | $0.00 | $46,720.00 |
| | | **AUTHORIZE CLOTHING ALLOWANCE** | | | | | | | | | | | | | **$500.00** | |
| **0068** | **113** | **DEPUTY SHERIFF STEP II** | **$38,000.00** | **$1,330.00** | **$39,330.00** | **0.03** | **$1,179.90** | **$0.00** | **$40,510.00** | **$40,510.00** | **$240.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$41,250.00** |
| 0069 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $120.00 | $0.00 | $1,800.00 | $0.00 | $500.00 | $42,930.00 |
| 0070 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $480.00 | $0.00 | $2,100.00 | $0.00 | $0.00 | $43,090.00 |
| 0071 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $720.00 | $0.00 | $0.00 | $0.00 | $0.00 | $41,230.00 |
| 0072 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 | $41,050.00 |

# HIDALGO COUNTY
## COMMISSIONER COURT
## 2013 SALARY SCHEDULE

**3-1100-421-00-280-001-0-**

**AI - 39427**

**SHERIFF**

| Slot # | Obj Code | POSITION TITLE | 2012 BUDGETED SALARY | 2013 ADJUSTED SALARY | 2013 BASE SALARY | % Inc. | AMOUNT INCREASE | OTHER INCREASE | 2013 BUDGETED SALARY APPROVED | 2013 ACTUAL SALARY | Other Allowances | | | | | 2013 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| 0073 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.32 | $0.00 | $47,734.00 | $47,734.00 | $780.00 | $0.00 | $3,300.00 | $0.00 | $500.00 | $52,314.00 |
| 0074 | 113 | DEPUTY SHERIFF STEP I | $36,480.00 | $2,850.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $39,140.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $39,140.00 |
| 0075 | 113 | DEPUTY SHERIFF | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.00 | $0.00 | $47,734.00 | $37,574.00 | $180.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37,754.00 |
| 0076 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $300.00 | $0.00 | $2,100.00 | $0.00 | $0.00 | $42,910.00 |
| | | **REMOVE CLOTHING ALLOWANCE** | | | | | | | | | | | | | | |
| **0077** | **113** | **SR. DEPUTY SHERIFF STEP IV** | **$44,777.00** | **$1,567.00** | **$46,344.00** | **0.03** | **$1,390.00** | **$0.00** | **$47,734.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |
| 0078 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.32 | $0.00 | $47,734.00 | $47,734.00 | $720.00 | $0.00 | $3,300.00 | $0.00 | $500.00 | $52,254.00 |
| 0079 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.00 | $0.00 | $47,734.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0080 | 113 | DEPUTY SHERIFF STEP I | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $39,140.00 | $660.00 | $0.00 | $0.00 | $0.00 | $0.00 | $39,800.00 |
| 0081 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $480.00 | $0.00 | $0.00 | $0.00 | $0.00 | $40,990.00 |
| 0082 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.32 | $0.00 | $47,734.00 | $47,734.00 | $900.00 | $0.00 | $2,100.00 | $0.00 | $500.00 | $51,234.00 |
| | | **REMOVE CLOTHING ALLOWANCE** | | | | | | | | | | | | | | |
| **0083** | **113** | **SR. DEPUTY SHERIFF STEP IV** | **$44,777.00** | **$1,567.00** | **$46,344.00** | **0.03** | **$1,390.00** | **$0.00** | **$47,734.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |
| 0084 | 113 | DEPUTY SHERIFF STEP I | $36,480.00 | $2,850.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $39,140.00 | $120.00 | $0.00 | $1,500.00 | $0.00 | $0.00 | $40,760.00 |
| 0085 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.32 | $0.00 | $47,734.00 | $47,734.00 | $780.00 | $0.00 | $2,100.00 | $0.00 | $500.00 | $51,114.00 |
| 0086 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.32 | $0.00 | $47,734.00 | $47,734.00 | $780.00 | $0.00 | $3,300.00 | $0.00 | $500.00 | $52,314.00 |
| 0087 | 113 | SR. DEPUTY SHERIFF STEP I | $39,330.00 | $2,470.00 | $41,800.00 | 0.03 | $1,254.00 | $0.00 | $43,054.00 | $43,054.00 | $300.00 | $0.00 | $2,100.00 | $0.00 | $500.00 | $45,954.00 |
| 0088 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.00 | $0.00 | $47,734.00 | $47,734.00 | $720.00 | $0.00 | $3,300.00 | $0.00 | $500.00 | $52,254.00 |
| 0089 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.00 | $0.00 | $47,734.00 | $47,734.00 | $900.00 | $0.00 | $3,300.00 | $0.00 | $0.00 | $51,934.00 |
| 0090 | 113 | DEPUTY SHERIFF STEP I | $36,480.00 | $2,850.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $39,140.00 | $240.00 | $0.00 | $0.00 | $0.00 | $0.00 | $39,380.00 |
| 0091 | 113 | DEPUTY SHERIFF | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.00 | $0.00 | $47,734.00 | $37,574.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37,574.00 |
| 0092 | 113 | DEPUTY SHERIFF STEP I | $36,480.00 | $2,850.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $39,140.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $39,140.00 |
| 0093 | 113 | DEPUTY SHERIFF | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $37,574.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37,574.00 |
| 0094 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.32 | $0.00 | $47,734.00 | $47,734.00 | $840.00 | $0.00 | $3,300.00 | $0.00 | $0.00 | $51,874.00 |

# HIDALGO COUNTY
## COMMISSIONER COURT
## 2013 SALARY SCHEDULE

**3-1100-421-00-280-001-0-**

**AI - 39427**

**SHERIFF**

| Slot # | Obj Code | POSITION TITLE | 2012 BUDGETED SALARY | 2013 ADJUSTED SALARY | 2013 BASE SALARY | % Inc. | AMOUNT INCREASE | OTHER INCREASE | 2013 BUDGETED SALARY APPROVED | 2013 ACTUAL SALARY | Other Allowances | | | | | 2013 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| 0095 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.32 | $0.00 | $47,734.00 | $47,734.00 | $780.00 | $0.00 | $2,700.00 | $0.00 | $500.00 | $51,714.00 |
| 0096 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $300.00 | $0.00 | $2,100.00 | $0.00 | $500.00 | $43,410.00 |
| 0097 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $420.00 | $0.00 | $2,100.00 | $0.00 | $0.00 | $43,030.00 |
| 0098 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.32 | $0.00 | $47,734.00 | $47,734.00 | $1,380.00 | $0.00 | $1,200.00 | $0.00 | $0.00 | $50,314.00 |
| 0099 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.32 | $0.00 | $47,734.00 | $47,734.00 | $1,500.00 | $0.00 | $1,200.00 | $0.00 | $0.00 | $50,434.00 |
| 0100 | 113 | DEPUTY SHERIFF STEP I | $36,480.00 | $2,660.00 | $39,140.00 | 0.03 | $1,174.20 | $0.00 | $40,314.00 | $39,140.00 | $120.00 | $0.00 | $0.00 | $0.00 | $0.00 | $39,260.00 |
| 0101 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.00 | $0.00 | $47,734.00 | $47,734.00 | $1,620.00 | $0.00 | $1,200.00 | $0.00 | $0.00 | $50,554.00 |
| 0102 | 113 | DEPUTY SHERIFF | $44,777.00 | ($2,977.00) | $41,800.00 | 0.03 | $1,254.00 | $0.00 | $43,054.00 | $37,574.00 | $0.00 | $0.00 | $1,800.00 | $0.00 | $0.00 | $39,374.00 |
| 0103 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $240.00 | $0.00 | $2,100.00 | $0.00 | $500.00 | $43,350.00 |
| 0104 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.32 | $0.00 | $47,734.00 | $47,734.00 | $780.00 | $0.00 | $1,800.00 | $0.00 | $0.00 | $50,314.00 |
| 0105 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.00 | $0.00 | $47,734.00 | $47,734.00 | $720.00 | $0.00 | $3,300.00 | $0.00 | $0.00 | $51,754.00 |
| 0106 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.32 | $0.00 | $47,734.00 | $47,734.00 | $840.00 | $0.00 | $3,000.00 | $0.00 | $0.00 | $51,574.00 |
| 0107 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.00 | $0.00 | $47,734.00 | $47,734.00 | $840.00 | $0.00 | $1,800.00 | $0.00 | $0.00 | $50,374.00 |
| 0108 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $40,810.00 |
| 0109 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $360.00 | $0.00 | $2,100.00 | $0.00 | $500.00 | $43,470.00 |
| 0110 | 113 | DEPUTY SHERIFF STEP I | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $39,140.00 | $600.00 | $0.00 | $0.00 | $0.00 | $0.00 | $39,740.00 |
| 0111 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $600.00 | $0.00 | $5,100.00 | $0.00 | $0.00 | $51,820.00 |
| 0112 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $240.00 | $0.00 | $3,000.00 | $0.00 | $0.00 | $43,750.00 |
| 0113 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $240.00 | $0.00 | $0.00 | $0.00 | $0.00 | $40,750.00 |
| 0114 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.00 | $0.00 | $47,734.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0115 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $660.00 | $0.00 | $3,300.00 | $0.00 | $500.00 | $50,580.00 |
| 0116 | 113 | DEPUTY SHERIFF | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $37,574.00 | $120.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37,694.00 |
| | | **AUTHORIZE CLOTHING ALLOWANCE** | | | | | | | | | | | | | **$500.00** | |
| **0117** | **113** | **SR. DEPUTY SHERIFF STEP IV** | **$44,777.00** | **$1,567.00** | **$46,344.00** | **0.03** | **$1,390.32** | **$0.00** | **$47,734.00** | **$47,734.00** | **$780.00** | **$0.00** | **$1,200.00** | **$0.00** | **$0.00** | **$50,214.00** |

# HIDALGO COUNTY
## COMMISSIONER COURT
## 2013 SALARY SCHEDULE

**3-1100-421-00-280-001-0-**

**AI - 39427**

**SHERIFF**

| Slot # | Obj Code | POSITION TITLE | 2012 BUDGETED SALARY | 2013 ADJUSTED SALARY | 2013 BASE SALARY | % Inc. | AMOUNT INCREASE | OTHER INCREASE | 2013 BUDGETED SALARY APPROVED | 2013 ACTUAL SALARY | Other Allowances | | | | | 2013 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| 0118 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.00 | $0.00 | $46,120.00 | $46,120.00 | $660.00 | $0.00 | $3,000.00 | $0.00 | $0.00 | $49,780.00 |
| 0119 | 113 | DEPUTY SHERIFF STEP I | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.00 | $0.00 | $46,120.00 | $39,140.00 | $0.00 | $0.00 | $1,800.00 | $0.00 | $0.00 | $40,940.00 |
| 0120 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $240.00 | $0.00 | $0.00 | $0.00 | $0.00 | $40,750.00 |
| 0121 | 113 | SR. DEPUTY SHERIFF STEP II | $41,800.00 | $1,463.00 | $43,263.00 | 0.03 | $1,297.89 | $0.00 | $44,561.00 | $44,561.00 | $420.00 | $0.00 | $4,800.00 | $0.00 | $500.00 | $50,281.00 |
| 0122 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $600.00 | $0.00 | $3,300.00 | $0.00 | $500.00 | $50,520.00 |
| 0123 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $1,620.00 | $0.00 | $3,900.00 | $0.00 | $0.00 | $51,640.00 |
| 0124 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $660.00 | $0.00 | $2,100.00 | $0.00 | $500.00 | $49,380.00 |
| 0125 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $900.00 | $0.00 | $600.00 | $0.00 | $0.00 | $47,620.00 |
| | | **REMOVE CLOTHING ALLOWANCE** | | | | | | | | | | | | | | |
| **0126** | **113** | **SR. DEPUTY SHERIFF STEP III** | **$43,263.00** | **$1,514.00** | **$44,777.00** | **0.03** | **$1,343.00** | **$0.00** | **$46,120.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |
| 0127 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $540.00 | $0.00 | $2,100.00 | $0.00 | $500.00 | $49,260.00 |
| 0128 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $120.00 | $0.00 | $0.00 | $0.00 | $0.00 | $40,630.00 |
| 0129 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.00 | $0.00 | $46,120.00 | $46,120.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 | $46,660.00 |
| 0130 | 113 | DEPUTY SHERIFF | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.00 | $0.00 | $46,120.00 | $37,574.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37,574.00 |
| 0131 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $720.00 | $0.00 | $3,300.00 | $0.00 | $500.00 | $50,640.00 |
| 0132 | 113 | DEPUTY SHERIFF | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.00 | $0.00 | $46,120.00 | $37,574.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37,574.00 |
| 0133 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.00 | $0.00 | $46,120.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0134 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $780.00 | $0.00 | $3,300.00 | $0.00 | $500.00 | $50,700.00 |
| 0135 | 113 | DEPUTY SHERIFF STEP I | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $39,140.00 | $0.00 | $0.00 | $1,500.00 | $0.00 | $0.00 | $40,640.00 |
| 0136 | 113 | DEPUTY SHERIFF STEP I | $36,480.00 | $1,520.00 | $38,000.00 | 0.03 | $1,140.00 | $0.00 | $39,140.00 | $39,140.00 | $240.00 | $0.00 | $0.00 | $0.00 | $0.00 | $39,380.00 |
| 0137 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $660.00 | $0.00 | $1,800.00 | $0.00 | $0.00 | $48,580.00 |
| 0138 | 113 | DEPUTY SHERIFF | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $37,574.00 | $180.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37,754.00 |
| 0139 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 | $46,660.00 |
| 0140 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $540.00 | $0.00 | $3,000.00 | $0.00 | $0.00 | $49,660.00 |

# HIDALGO COUNTY
## COMMISSIONER COURT
## 2013 SALARY SCHEDULE

**3-1100-421-00-280-001-0-**

**AI - 39427**

**SHERIFF**

| Slot # | Obj Code | POSITION TITLE | 2012 BUDGETED SALARY | 2013 ADJUSTED SALARY | 2013 BASE SALARY | % Inc. | AMOUNT INCREASE | OTHER INCREASE | 2013 BUDGETED SALARY APPROVED | 2013 ACTUAL SALARY | Other Allowances | | | | | 2013 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| 0141 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $540.00 | $0.00 | $2,700.00 | $0.00 | $500.00 | $49,860.00 |
| 0142 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $240.00 | $0.00 | $2,100.00 | $0.00 | $0.00 | $42,850.00 |
| 0143 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $480.00 | $0.00 | $2,100.00 | $0.00 | $500.00 | $49,200.00 |
| 0144 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $480.00 | $0.00 | $2,100.00 | $0.00 | $500.00 | $49,200.00 |
| 0145 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $240.00 | $0.00 | $2,100.00 | $0.00 | $500.00 | $43,350.00 |
| 0146 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.00 | $0.00 | $46,120.00 | $46,120.00 | $840.00 | $0.00 | $1,200.00 | $0.00 | $0.00 | $48,160.00 |
| 0147 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $300.00 | $0.00 | $2,100.00 | $0.00 | $0.00 | $42,910.00 |
| 0148 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $540.00 | $0.00 | $2,100.00 | $0.00 | $0.00 | $43,150.00 |
| 0149 | 113 | DEPUTY SHERIFF | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $37,574.00 | $180.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37,754.00 |
| 0150 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $360.00 | $0.00 | $2,100.00 | $0.00 | $0.00 | $42,970.00 |
| 0151 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $540.00 | $0.00 | $1,200.00 | $0.00 | $0.00 | $47,860.00 |
| 0152 | 113 | DEPUTY SHERIFF | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.00 | $0.00 | $46,120.00 | $37,574.00 | $0.00 | $0.00 | $1,800.00 | $0.00 | $0.00 | $39,374.00 |
| 0153 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.00 | $0.00 | $46,120.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0154 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.00 | $0.00 | $46,120.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0155 | 113 | DEPUTY SHERIFF STEP I | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $39,140.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 | $39,680.00 |
| 0156 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $540.00 | $0.00 | $2,100.00 | $0.00 | $500.00 | $43,650.00 |
| | | **REMOVE CLOTHING ALLOWANCE** | | | | | | | | | | | | | | |
| **0157** | **113** | **SR. DEPUTY SHERIFF STEP III** | **$43,263.00** | **$1,514.00** | **$44,777.00** | **0.03** | **$1,343.00** | **$0.00** | **$46,120.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |
| 0158 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $660.00 | $0.00 | $2,100.00 | $0.00 | $500.00 | $49,380.00 |
| 0159 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.00 | $0.00 | $46,120.00 | $46,120.00 | $660.00 | $0.00 | $1,200.00 | $0.00 | $0.00 | $47,980.00 |
| 0160 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $420.00 | $0.00 | $1,800.00 | $0.00 | $0.00 | $48,340.00 |
| 0161 | 113 | DEPUTY SHERIFF | $41,800.00 | $1,463.00 | $43,263.00 | 0.03 | $1,298.00 | $0.00 | $44,561.00 | $37,574.00 | $420.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37,994.00 |
| 0162 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.00 | $0.00 | $46,120.00 | $46,120.00 | $600.00 | $0.00 | $2,100.00 | $0.00 | $0.00 | $48,820.00 |
| 0163 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.00 | $0.00 | $46,120.00 | $46,120.00 | $600.00 | $0.00 | $0.00 | $0.00 | $0.00 | $46,720.00 |

# HIDALGO COUNTY
## COMMISSIONER COURT
## 2013 SALARY SCHEDULE

**3-1100-421-00-280-001-0-**

**AI - 39427**

**SHERIFF**

| Slot # | Obj Code | POSITION TITLE | 2012 BUDGETED SALARY | 2013 ADJUSTED SALARY | 2013 BASE SALARY | % Inc. | AMOUNT INCREASE | OTHER INCREASE | 2013 BUDGETED SALARY APPROVED | 2013 ACTUAL SALARY | Other Allowances | | | | | 2013 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| 0164 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.00 | $0.00 | $46,120.00 | $46,120.00 | $600.00 | $0.00 | $3,300.00 | $0.00 | $0.00 | $50,020.00 |
| 0165 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.00 | $0.00 | $46,120.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0166 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $300.00 | $0.00 | $2,100.00 | $0.00 | $500.00 | $43,410.00 |
| 0167 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.00 | $0.00 | $46,120.00 | $46,120.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 | $46,660.00 |
| 0168 | 113 | DEPUTY SHERIFF STEP I | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.00 | $0.00 | $46,120.00 | $39,140.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $39,140.00 |
| 0169 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $720.00 | $0.00 | $2,700.00 | $0.00 | $500.00 | $50,040.00 |
| 0170 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.00 | $0.00 | $46,120.00 | $46,120.00 | $540.00 | $0.00 | $3,300.00 | $0.00 | $500.00 | $50,460.00 |
| 0171 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $540.00 | $0.00 | $3,300.00 | $0.00 | $500.00 | $50,460.00 |
| 0172 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $360.00 | $0.00 | $1,800.00 | $0.00 | $0.00 | $42,670.00 |
| 0173 | 113 | DEPUTY SHERIFF | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $37,574.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37,574.00 |
| 0174 | 113 | DEPUTY SHERIFF STEP I | $36,480.00 | $2,850.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $39,140.00 | $120.00 | $0.00 | $1,500.00 | $0.00 | $0.00 | $40,760.00 |
| 0175 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $600.00 | $0.00 | $0.00 | $0.00 | $0.00 | $41,110.00 |
| 0176 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $600.00 | $0.00 | $1,200.00 | $0.00 | $0.00 | $47,920.00 |
| 0177 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $420.00 | $0.00 | $3,300.00 | $0.00 | $0.00 | $49,840.00 |
| 0178 | 113 | DEPUTY SHERIFF STEP I | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.00 | $0.00 | $46,120.00 | $39,140.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $39,140.00 |
| 0179 | 113 | DEPUTY SHERIFF | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $37,574.00 | $120.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37,694.00 |
| 0180 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $300.00 | $0.00 | $3,600.00 | $0.00 | $500.00 | $44,910.00 |
| 0181 | 113 | ACCOUNTANT II | $41,006.00 | $0.00 | $41,006.00 | 0.03 | $1,230.18 | $0.00 | $42,236.00 | $42,236.00 | $1,740.00 | $0.00 | $0.00 | $0.00 | $0.00 | $43,976.00 |
| 0182 | 113 | MECHANIC IV | $39,707.00 | $233.00 | $39,940.00 | 0.03 | $1,198.20 | $0.00 | $41,138.00 | $41,138.00 | $900.00 | $0.00 | $0.00 | $0.00 | $0.00 | $42,038.00 |
| 0183 | 113 | MECHANIC IV | $39,707.00 | $233.00 | $39,940.00 | 0.03 | $1,198.00 | $0.00 | $41,138.00 | $39,492.48 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $39,492.48 |
| 0184 | 113 | MECHANIC IV | $39,707.00 | $233.00 | $39,940.00 | 0.03 | $1,198.20 | $0.00 | $41,138.00 | $41,138.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 | $41,678.00 |
| 0185 | 113 | MECHANIC IV | $39,707.00 | $233.00 | $39,940.00 | 0.03 | $1,198.20 | $0.00 | $41,138.00 | $41,138.00 | $660.00 | $0.00 | $0.00 | $0.00 | $0.00 | $41,798.00 |
| 0186 | 113 | MECHANIC IV | $37,109.00 | $0.00 | $37,109.00 | 0.03 | $1,113.27 | $0.00 | $38,222.00 | $38,222.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $38,222.00 |
| 0187 | 113 | MECHANIC IV | $39,707.00 | $233.00 | $39,940.00 | 0.03 | $1,198.20 | $0.00 | $41,138.00 | $41,138.00 | $420.00 | $0.00 | $0.00 | $0.00 | $0.00 | $41,558.00 |

# HIDALGO COUNTY
## COMMISSIONER COURT
## 2013 SALARY SCHEDULE

**3-1100-421-00-280-001-0-**

**AI - 39427**

**SHERIFF**

| Slot # | Obj Code | POSITION TITLE | 2012 BUDGETED SALARY | 2013 ADJUSTED SALARY | 2013 BASE SALARY | % Inc. | AMOUNT INCREASE | OTHER INCREASE | 2013 BUDGETED SALARY APPROVED | 2013 ACTUAL SALARY | Other Allowances | | | | | 2013 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| 0188 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $420.00 | $0.00 | $0.00 | $0.00 | $0.00 | $40,930.00 |
| 0189 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $180.00 | $0.00 | $0.00 | $0.00 | $0.00 | $40,690.00 |
| 0190 | 113 | DEPUTY SHERIFF STEP I | $36,480.00 | $1,520.00 | $38,000.00 | 0.03 | $1,140.00 | $0.00 | $39,140.00 | $39,140.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $39,140.00 |
| 0191 | 113 | SR. DEPUTY SHERIFF STEP II | $41,800.00 | $1,463.00 | $43,263.00 | 0.03 | $1,297.89 | $0.00 | $44,561.00 | $44,561.00 | $420.00 | $0.00 | $3,600.00 | $0.00 | $500.00 | $49,081.00 |
| 0192 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $420.00 | $0.00 | $0.00 | $0.00 | $0.00 | $40,930.00 |
| 0193 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $40,810.00 |
| 0194 | 113 | DEPUTY SHERIFF | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $37,574.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 | $38,114.00 |
| 0195 | 113 | SR. DEPUTY SHERIFF STEP I | $39,330.00 | $2,470.00 | $41,800.00 | 0.03 | $1,254.00 | $0.00 | $43,054.00 | $43,054.00 | $300.00 | $0.00 | $3,300.00 | $0.00 | $500.00 | $47,154.00 |
| 0196 | 113 | DEPUTY SHERIFF STEP I | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $39,140.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $39,440.00 |
| 0197 | 113 | SR. DEPUTY SHERIFF STEP I | $39,330.00 | $2,470.00 | $41,800.00 | 0.03 | $1,254.00 | $0.00 | $43,054.00 | $43,054.00 | $360.00 | $0.00 | $3,600.00 | $0.00 | $500.00 | $47,514.00 |
| 0198 | 113 | DEPUTY SHERIFF | $41,800.00 | $1,463.00 | $43,263.00 | 0.03 | $1,298.00 | $0.00 | $44,561.00 | $37,574.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37,574.00 |
| 0199 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $660.00 | $0.00 | $3,300.00 | $0.00 | $500.00 | $44,970.00 |
| 0200 | 113 | SR. DEPUTY SHERIFF STEP I | $39,330.00 | $2,470.00 | $41,800.00 | 0.03 | $1,254.00 | $0.00 | $43,054.00 | $43,054.00 | $360.00 | $0.00 | $3,300.00 | $0.00 | $500.00 | $47,214.00 |
| 0201 | 113 | DEPUTY SHERIFF STEP I | $36,480.00 | $2,850.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $39,140.00 | $180.00 | $0.00 | $0.00 | $0.00 | $0.00 | $39,320.00 |
| | | **AUTHORIZE CLOTHING ALLOWANCE** | | | | | | | | | | | | | **$500.00** | |
| **0202** | **113** | **SR. DEPUTY SHERIFF STEP I** | **$39,330.00** | **$2,470.00** | **$41,800.00** | **0.03** | **$1,254.00** | **$0.00** | **$43,054.00** | **$43,054.00** | **$360.00** | **$0.00** | **$1,800.00** | **$0.00** | **$0.00** | **$45,714.00** |
| 0203 | 113 | DEPUTY SHERIFF STEP I | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $39,140.00 | $240.00 | $0.00 | $0.00 | $0.00 | $0.00 | $39,380.00 |
| 0204 | 113 | SR. DEPUTY SHERIFF STEP I | $39,330.00 | $2,470.00 | $41,800.00 | 0.03 | $1,254.00 | $0.00 | $43,054.00 | $43,054.00 | $840.00 | $0.00 | $3,300.00 | $0.00 | $500.00 | $47,694.00 |
| 0205 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $540.00 | $0.00 | $600.00 | $0.00 | $0.00 | $41,650.00 |
| 0206 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $300.00 | $0.00 | $1,800.00 | $0.00 | $0.00 | $42,610.00 |
| 0207 | 113 | SR. DEPUTY SHERIFF STEP I | $39,330.00 | $2,470.00 | $41,800.00 | 0.03 | $1,254.00 | $0.00 | $43,054.00 | $43,054.00 | $360.00 | $0.00 | $2,100.00 | $0.00 | $500.00 | $46,014.00 |
| 0208 | 113 | SR. DEPUTY SHERIFF STEP II | $41,800.00 | $1,463.00 | $43,263.00 | 0.03 | $1,297.89 | $0.00 | $44,561.00 | $44,561.00 | $420.00 | $0.00 | $1,800.00 | $0.00 | $0.00 | $46,781.00 |
| 0209 | 113 | SR. DEPUTY SHERIFF STEP II | $41,800.00 | $1,463.00 | $43,263.00 | 0.03 | $1,297.89 | $0.00 | $44,561.00 | $44,561.00 | $600.00 | $0.00 | $2,100.00 | $0.00 | $500.00 | $47,761.00 |
| 0210 | 113 | SR. DEPUTY SHERIFF STEP II | $41,800.00 | $1,463.00 | $43,263.00 | 0.03 | $1,297.89 | $0.00 | $44,561.00 | $44,561.00 | $360.00 | $0.00 | $2,100.00 | $0.00 | $500.00 | $47,521.00 |

# HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

**3-1100-421-00-280-001-0-**

**AI - 39427**

**SHERIFF**

| Slot # | Obj Code | POSITION TITLE | 2012 BUDGETED SALARY | 2013 ADJUSTED SALARY | 2013 BASE SALARY | % Inc. | AMOUNT INCREASE | OTHER INCREASE | 2013 BUDGETED SALARY APPROVED | 2013 ACTUAL SALARY | Other Allowances | | | | | 2013 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| 0211 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $480.00 | $0.00 | $2,100.00 | $0.00 | $500.00 | $43,590.00 |
| 0212 | 113 | SR. DEPUTY SHERIFF STEP II | $41,800.00 | $1,463.00 | $43,263.00 | 0.03 | $1,298.00 | $0.00 | $44,561.00 | $44,561.00 | $600.00 | $0.00 | $1,800.00 | $0.00 | $0.00 | $46,961.00 |
| 0213 | 113 | SR. DEPUTY SHERIFF STEP II | $41,800.00 | $1,463.00 | $43,263.00 | 0.03 | $1,298.00 | $0.00 | $44,561.00 | $44,561.00 | $480.00 | $0.00 | $1,800.00 | $0.00 | $500.00 | $47,341.00 |
| 0214 | 113 | SR. DEPUTY SHERIFF STEP II | $41,800.00 | $1,463.00 | $43,263.00 | 0.03 | $1,297.89 | $0.00 | $44,561.00 | $44,561.00 | $480.00 | $0.00 | $1,800.00 | $0.00 | $0.00 | $46,841.00 |
| 0215 | 113 | DEPUTY SHERIFF | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $37,574.00 | $360.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37,934.00 |
| 0216 | 113 | SR. DEPUTY SHERIFF STEP II | $41,800.00 | $1,463.00 | $43,263.00 | 0.03 | $1,297.89 | $0.00 | $44,561.00 | $44,561.00 | $540.00 | $0.00 | $2,100.00 | $0.00 | $500.00 | $47,701.00 |
| 0217 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $240.00 | $0.00 | $2,100.00 | $0.00 | $500.00 | $43,350.00 |
| 0218 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 | $41,050.00 |
| | | **AUTHORIZE CLOTHING ALLOWANCE** | | | | | | | | | | | | | **$500.00** | |
| **0219** | **113** | **SR. DEPUTY SHERIFF STEP II** | **$41,800.00** | **$1,463.00** | **$43,263.00** | **0.03** | **$1,298.00** | **$0.00** | **$44,561.00** | **$44,561.00** | **$600.00** | **$0.00** | **$1,800.00** | **$0.00** | **$0.00** | **$47,461.00** |
| 0220 | 113 | SR. DEPUTY SHERIFF STEP I | $39,330.00 | $2,470.00 | $41,800.00 | 0.03 | $1,254.00 | $0.00 | $43,054.00 | $43,054.00 | $360.00 | $0.00 | $2,100.00 | $0.00 | $500.00 | $46,014.00 |
| 0221 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $600.00 | $0.00 | $2,100.00 | $0.00 | $500.00 | $43,710.00 |
| 0222 | 113 | SR. DEPUTY SHERIFF STEP II | $41,800.00 | $1,463.00 | $43,263.00 | 0.03 | $1,298.00 | $0.00 | $44,561.00 | $44,561.00 | $360.00 | $0.00 | $1,800.00 | $0.00 | $500.00 | $47,221.00 |
| | | **AUTHORIZE CLOTHING ALLOWANCE** | | | | | | | | | | | | | **$500.00** | |
| **0223** | **113** | **DEPUTY SHERIFF STEP II** | **$38,000.00** | **$1,330.00** | **$39,330.00** | **0.03** | **$1,179.90** | **$0.00** | **$40,510.00** | **$40,510.00** | **$240.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$41,250.00** |
| 0224 | 113 | DEPUTY SHERIFF STEP I | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $39,140.00 | $480.00 | $0.00 | $0.00 | $0.00 | $0.00 | $39,620.00 |
| | | **REMOVE CLOTHING ALLOWANCE** | | | | | | | | | | | | | | |
| **0225** | **113** | **SR. DEPUTY SHERIFF STEP I** | **$39,330.00** | **$2,470.00** | **$41,800.00** | **0.03** | **$1,254.00** | **$0.00** | **$43,054.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |
| 0226 | 113 | DEPUTY SHERIFF STEP I | $36,480.00 | $2,850.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $39,140.00 | $120.00 | $0.00 | $0.00 | $0.00 | $0.00 | $39,260.00 |
| 0227 | 113 | SR. DEPUTY SHERIFF STEP I | $39,330.00 | $2,470.00 | $41,800.00 | 0.03 | $1,254.00 | $0.00 | $43,054.00 | $43,054.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $43,354.00 |
| 0228 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $540.00 | $0.00 | $2,100.00 | $0.00 | $500.00 | $43,650.00 |
| | | **AUTHORIZE CLOTHING ALLOWANCE** | | | | | | | | | | | | | **$500.00** | |
| **0229** | **113** | **DEPUTY SHERIFF STEP II** | **$38,000.00** | **$1,330.00** | **$39,330.00** | **0.03** | **$1,179.90** | **$0.00** | **$40,510.00** | **$40,510.00** | **$720.00** | **$0.00** | **$1,800.00** | **$0.00** | **$0.00** | **$43,530.00** |
| 0230 | 113 | SR. DEPUTY SHERIFF STEP I | $39,330.00 | $2,470.00 | $41,800.00 | 0.03 | $1,254.00 | $0.00 | $43,054.00 | $43,054.00 | $360.00 | $0.00 | $0.00 | $0.00 | $0.00 | $43,414.00 |

# HIDALGO COUNTY
## COMMISSIONER COURT
## 2013 SALARY SCHEDULE

**3-1100-421-00-280-001-0-**

**AI - 39427**

**SHERIFF**

| Slot # | Obj Code | POSITION TITLE | 2012 BUDGETED SALARY | 2013 ADJUSTED SALARY | 2013 BASE SALARY | % Inc. | AMOUNT INCREASE | OTHER INCREASE | 2013 BUDGETED SALARY APPROVED | 2013 ACTUAL SALARY | Other Allowances | | | | | 2013 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| 0231 | 113 | DEPUTY SHERIFF STEP I | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $39,140.00 | $180.00 | $0.00 | $0.00 | $0.00 | $0.00 | $39,320.00 |
| 0232 | 113 | SR. DEPUTY SHERIFF STEP I | $39,330.00 | $2,470.00 | $41,800.00 | 0.03 | $1,254.00 | $0.00 | $43,054.00 | $43,054.00 | $360.00 | $0.00 | $1,200.00 | $0.00 | $0.00 | $44,614.00 |
| | | **AUTHORIZE CLOTHING ALLOWANCE** | | | | | | | | | | | | | **$500.00** | |
| **0233** | **113** | **SR. DEPUTY SHERIFF STEP I** | **$39,330.00** | **$2,470.00** | **$41,800.00** | **0.03** | **$1,254.00** | **$0.00** | **$43,054.00** | **$43,054.00** | **$360.00** | **$0.00** | **$1,800.00** | **$0.00** | **$0.00** | **$45,714.00** |
| 0234 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $600.00 | $0.00 | $3,300.00 | $0.00 | $0.00 | $44,410.00 |
| 0235 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $300.00 | $0.00 | $2,100.00 | $0.00 | $500.00 | $43,410.00 |
| 0236 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $480.00 | $0.00 | $0.00 | $0.00 | $0.00 | $40,990.00 |
| 0237 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $420.00 | $0.00 | $0.00 | $0.00 | $0.00 | $40,930.00 |
| | | **REMOVE CLOTHING ALLOWANCE** | | | | | | | | | | | | | | |
| **0238** | **113** | **DEPUTY SHERIFF STEP II** | **$38,000.00** | **$1,330.00** | **$39,330.00** | **0.03** | **$1,180.00** | **$0.00** | **$40,510.00** | **$40,510.00** | **$360.00** | **$0.00** | **$2,100.00** | **$0.00** | **$0.00** | **$42,970.00** |
| 0239 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $600.00 | $0.00 | $0.00 | $0.00 | $0.00 | $41,110.00 |
| 0240 | 113 | CRIMINAL INTELLIGENCE RESEARCH ANALYST | $35,563.00 | $0.00 | $35,563.00 | 0.03 | $1,066.89 | $0.00 | $36,630.00 | $36,630.00 | $540.00 | $0.00 | $0.00 | $0.00 | $500.00 | $37,670.00 |
| 0241 | 113 | EVIDENCE TECHNICIAN | $34,360.00 | $474.00 | $34,834.00 | 0.03 | $1,045.02 | $0.00 | $35,879.00 | $35,879.00 | $780.00 | $0.00 | $0.00 | $0.00 | $500.00 | $37,159.00 |
| 0242 | 113 | EVIDENCE TECHNICIAN | $34,360.00 | $474.00 | $34,834.00 | 0.03 | $1,045.02 | $0.00 | $35,879.00 | $35,879.00 | $540.00 | $0.00 | $0.00 | $0.00 | $500.00 | $36,919.00 |
| 0243 | 113 | HUMAN RESOURCES SPECIALIST II | $32,929.00 | $212.00 | $33,141.00 | 0.03 | $994.23 | $0.00 | $34,135.00 | $34,135.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 | $34,675.00 |
| 0244 | 113 | COMMUNICATIONS SUPERVISOR | $34,360.00 | $0.00 | $34,360.00 | 0.03 | $1,031.00 | $0.00 | $35,391.00 | $35,391.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $35,391.00 |
| 0246 | 113 | COMMUNICATIONS SUPERVISOR | $34,360.00 | $0.00 | $34,360.00 | 0.03 | $1,030.80 | $0.00 | $35,391.00 | $35,391.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $35,391.00 |
| 0247 | 113 | QUARTER MASTER | $31,815.00 | $0.00 | $31,815.00 | 0.03 | $954.45 | $0.00 | $32,769.00 | $32,769.00 | $720.00 | $0.00 | $0.00 | $0.00 | $0.00 | $33,489.00 |
| 0248 | 113 | ADMINISTRATIVE ASSISTANT III | $32,929.00 | $146.00 | $33,075.00 | 0.03 | $992.25 | $0.00 | $34,067.00 | $34,067.00 | $1,320.00 | $0.00 | $0.00 | $0.00 | $0.00 | $35,387.00 |
| 0249 | 113 | ACCOUNTANT I | $31,815.00 | $0.00 | $31,815.00 | 0.03 | $954.45 | $0.00 | $32,769.00 | $32,769.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $33,069.00 |
| 0250 | 113 | COMMUNICATIONS OFFICER | $29,458.00 | $0.00 | $29,458.00 | 0.03 | $883.74 | $0.00 | $30,342.00 | $30,342.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $30,342.00 |
| 0251 | 113 | COMMUNICATIONS OFFICER | $30,489.00 | $0.00 | $30,489.00 | 0.03 | $914.67 | $0.00 | $31,404.00 | $31,404.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $31,404.00 |
| 0252 | 113 | COMMUNICATIONS OFFICER | $29,458.00 | $0.00 | $29,458.00 | 0.03 | $884.00 | $0.00 | $30,342.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0253 | 113 | COMMUNICATIONS OFFICER | $29,458.00 | $0.00 | $29,458.00 | 0.03 | $883.74 | $0.00 | $30,342.00 | $30,342.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $30,342.00 |

# HIDALGO COUNTY
## COMMISSIONER COURT
## 2013 SALARY SCHEDULE

**3-1100-421-00-280-001-0-**

**AI - 39427**

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| Slot # | Obj Code | POSITION TITLE | 2012 BUDGETED SALARY | 2013 ADJUSTED SALARY | 2013 BASE SALARY | % Inc. | AMOUNT INCREASE | OTHER INCREASE | 2013 BUDGETED SALARY APPROVED | 2013 ACTUAL SALARY | Other Allowances | | | | | 2013 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| 0254 | 113 | COMMUNICATIONS OFFICER | $30,489.00 | $0.00 | $30,489.00 | 0.03 | $915.00 | $0.00 | $31,404.00 | $30,342.00 | $480.00 | $0.00 | $0.00 | $0.00 | $0.00 | $30,822.00 |
| 0255 | 113 | COMMUNICATIONS OFFICER | $29,458.00 | $0.00 | $29,458.00 | 0.03 | $884.00 | $0.00 | $30,342.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0256 | 113 | COMMUNICATIONS OFFICER | $30,489.00 | $0.00 | $30,489.00 | 0.03 | $914.67 | $0.00 | $31,404.00 | $31,404.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $31,704.00 |
| 0257 | 113 | COMMUNICATIONS OFFICER | $29,458.00 | $0.00 | $29,458.00 | 0.03 | $884.00 | $0.00 | $30,342.00 | $28,825.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,825.00 |
| 0258 | 113 | COMMUNICATIONS OFFICER | $29,458.00 | $0.00 | $29,458.00 | 0.03 | $883.74 | $0.00 | $30,342.00 | $30,342.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $30,342.00 |
| 0259 | 113 | COMMUNICATIONS OFFICER | $30,489.00 | $0.00 | $30,489.00 | 0.03 | $915.00 | $0.00 | $31,404.00 | $31,404.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $31,404.00 |
| 0260 | 113 | COMMUNICATIONS OFFICER | $29,458.00 | $0.00 | $29,458.00 | 0.03 | $884.00 | $0.00 | $30,342.00 | $28,825.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,825.00 |
| 0261 | 113 | COMMUNICATIONS OFFICER | $29,458.00 | $0.00 | $29,458.00 | 0.03 | $883.74 | $0.00 | $30,342.00 | $30,342.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $30,342.00 |
| 0262 | 113 | COMMUNICATIONS OFFICER | $30,489.00 | $0.00 | $30,489.00 | 0.03 | $914.67 | $0.00 | $31,404.00 | $31,404.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $31,404.00 |
| 0263 | 113 | COMMUNICATIONS OFFICER | $30,489.00 | $0.00 | $30,489.00 | 0.03 | $914.67 | $0.00 | $31,404.00 | $31,404.00 | $600.00 | $0.00 | $0.00 | $0.00 | $0.00 | $32,004.00 |
| 0264 | 113 | COMMUNICATIONS OFFICER | $30,489.00 | $0.00 | $30,489.00 | 0.03 | $915.00 | $0.00 | $31,404.00 | $28,825.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,825.00 |
| 0265 | 113 | COMMUNICATIONS OFFICER | $29,458.00 | $0.00 | $29,458.00 | 0.03 | $884.00 | $0.00 | $30,342.00 | $28,824.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,824.00 |
| 0266 | 113 | COMMUNICATIONS OFFICER | $29,458.00 | $0.00 | $29,458.00 | 0.03 | $884.00 | $0.00 | $30,342.00 | $30,342.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $30,342.00 |
| 0267 | 113 | COMMUNICATIONS OFFICER | $29,458.00 | $0.00 | $29,458.00 | 0.03 | $884.00 | $0.00 | $30,342.00 | $28,825.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,825.00 |
| 0268 | 113 | COMMUNICATIONS OFFICER | $29,458.00 | $0.00 | $29,458.00 | 0.03 | $883.74 | $0.00 | $30,342.00 | $30,342.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $30,342.00 |
| 0269 | 113 | COMMUNICATIONS OFFICER | $29,458.00 | $0.00 | $29,458.00 | 0.03 | $884.00 | $0.00 | $30,342.00 | $28,825.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,825.00 |
| 0270 | 113 | COMMUNICATIONS OFFICER | $30,489.00 | $0.00 | $30,489.00 | 0.03 | $914.67 | $0.00 | $31,404.00 | $31,404.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 | $31,944.00 |
| 0272 | 113 | ADMINISTRATIVE ASSISTANT II | $31,096.00 | $0.00 | $31,096.00 | 0.03 | $932.88 | $0.00 | $32,029.00 | $32,029.00 | $720.00 | $0.00 | $0.00 | $0.00 | $500.00 | $33,249.00 |
| 0273 | 113 | ASSISTANT QUARTER MASTER | $29,458.00 | $0.00 | $29,458.00 | 0.03 | $883.74 | $0.00 | $30,342.00 | $30,342.00 | $720.00 | $0.00 | $0.00 | $0.00 | $0.00 | $31,062.00 |
| 0274 | 113 | ADMINISTRATIVE ASSISTANT I | $26,657.00 | $80.00 | $26,737.00 | 0.03 | $802.11 | $0.00 | $27,539.00 | $27,539.00 | $1,380.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,919.00 |
| 0275 | 113 | ADMINISTRATIVE ASSISTANT I | $26,657.00 | $80.00 | $26,737.00 | 0.03 | $802.11 | $0.00 | $27,539.00 | $27,539.00 | $900.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,439.00 |
| 0276 | 113 | ADMINISTRATIVE ASSISTANT I | $26,657.00 | $80.00 | $26,737.00 | 0.03 | $802.11 | $0.00 | $27,539.00 | $27,539.00 | $1,260.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,799.00 |
| 0277 | 113 | ADMINISTRATIVE ASSISTANT I | $23,385.00 | $0.00 | $23,385.00 | 0.03 | $702.00 | $0.00 | $24,087.00 | $24,087.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $24,087.00 |
| 0278 | 113 | ADMINISTRATIVE ASSISTANT I | $26,657.00 | $80.00 | $26,737.00 | 0.03 | $802.11 | $0.00 | $27,539.00 | $27,539.00 | $1,380.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,919.00 |

# HIDALGO COUNTY
## COMMISSIONER COURT
## 2013 SALARY SCHEDULE

**3-1100-421-00-280-001-0-**

**AI - 39427**

**SHERIFF**

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|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| 0279 | 113 | ADMINISTRATIVE ASSISTANT I | $23,385.00 | $0.00 | $23,385.00 | 0.03 | $701.55 | $0.00 | $24,087.00 | $24,087.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $24,087.00 |
| 0280 | 113 | ADMINISTRATIVE ASSISTANT I | $25,839.00 | $245.00 | $26,084.00 | 0.03 | $782.52 | $0.00 | $26,867.00 | $26,867.00 | $960.00 | $0.00 | $0.00 | $0.00 | $0.00 | $27,827.00 |
| 0281 | 113 | ADMINISTRATIVE ASSISTANT I | $25,839.00 | $245.00 | $26,084.00 | 0.03 | $782.52 | $0.00 | $26,867.00 | $26,867.00 | $900.00 | $0.00 | $0.00 | $0.00 | $0.00 | $27,767.00 |
| 0282 | 113 | ADMINISTRATIVE ASSISTANT I | $25,839.00 | $245.00 | $26,084.00 | 0.03 | $783.00 | $0.00 | $26,867.00 | $26,867.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,867.00 |
| 0283 | 113 | ADMINISTRATIVE ASSISTANT I | $25,839.00 | $245.00 | $26,084.00 | 0.03 | $782.52 | $0.00 | $26,867.00 | $26,867.00 | $360.00 | $0.00 | $0.00 | $0.00 | $0.00 | $27,227.00 |
| 0284 | 113 | ADMINISTRATIVE ASSISTANT I | $25,839.00 | $245.00 | $26,084.00 | 0.03 | $782.52 | $0.00 | $26,867.00 | $26,867.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 | $27,407.00 |
| 0285 | 113 | ADMINISTRATIVE ASSISTANT I | $23,385.00 | $0.00 | $23,385.00 | 0.03 | $702.00 | $0.00 | $24,087.00 | $24,087.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $24,087.00 |
| 0287 | 113 | CUSTODIAN II | $22,411.00 | $0.00 | $22,411.00 | 0.03 | $672.33 | $0.00 | $23,083.00 | $23,083.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $23,083.00 |
| 0288 | 113 | ADMINISTRATIVE ASSISTANT I | $25,021.00 | $0.00 | $25,021.00 | 0.03 | $750.63 | $0.00 | $25,772.00 | $25,772.00 | $420.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,192.00 |
| 0289 | 113 | ADMINISTRATIVE ASSISTANT I | $23,385.00 | $0.00 | $23,385.00 | 0.03 | $702.00 | $0.00 | $24,087.00 | $24,087.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $24,087.00 |
| 0290 | 113 | ADMINISTRATIVE ASSISTANT I | $25,021.00 | $0.00 | $25,021.00 | 0.03 | $751.00 | $0.00 | $25,772.00 | $24,087.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $24,087.00 |
| 0291 | 113 | ADMINISTRATIVE ASSISTANT I | $23,385.00 | $0.00 | $23,385.00 | 0.03 | $701.55 | $0.00 | $24,087.00 | $24,087.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $24,087.00 |
| 0292 | 113 | ADMINISTRATIVE ASSISTANT I | $25,021.00 | $0.00 | $25,021.00 | 0.03 | $750.63 | $0.00 | $25,772.00 | $25,772.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $25,772.00 |
| 0293 | 113 | ADMINISTRATIVE ASSISTANT I | $25,021.00 | $0.00 | $25,021.00 | 0.03 | $751.00 | $0.00 | $25,772.00 | $25,772.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $25,772.00 |
| 0294 | 113 | CUSTODIAN II | $22,411.00 | $0.00 | $22,411.00 | 0.03 | $672.33 | $0.00 | $23,083.00 | $23,083.00 | $420.00 | $0.00 | $0.00 | $0.00 | $0.00 | $23,503.00 |
| 0295 | 113 | CUSTODIAN II | $22,411.00 | $0.00 | $22,411.00 | 0.03 | $672.33 | $0.00 | $23,083.00 | $23,083.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 | $23,623.00 |
| 0296 | 113 | CUSTODIAN II | $22,411.00 | $0.00 | $22,411.00 | 0.03 | $672.33 | $0.00 | $23,083.00 | $23,083.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 | $23,623.00 |
| 0297 | 113 | CUSTODIAN II | $22,411.00 | $0.00 | $22,411.00 | 0.03 | $672.33 | $0.00 | $23,083.00 | $23,083.00 | $420.00 | $0.00 | $0.00 | $0.00 | $0.00 | $23,503.00 |
| 0327 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $40,810.00 |
| 0328 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.00 | $0.00 | $46,120.00 | $46,120.00 | $540.00 | $0.00 | $1,200.00 | $0.00 | $0.00 | $47,860.00 |
| 0329 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $480.00 | $0.00 | $600.00 | $0.00 | $0.00 | $47,200.00 |
| 0330 | 113 | CRIMINAL INTELLIGENCE RESEARCH ANALYST | $35,563.00 | $0.00 | $35,563.00 | 0.03 | $1,066.89 | $0.00 | $36,630.00 | $36,630.00 | $420.00 | $0.00 | $0.00 | $0.00 | $500.00 | $37,550.00 |
| 0331 | 113 | DEPUTY SHERIFF STEP I | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $39,140.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 | $39,680.00 |
| 0332 | 113 | DEPUTY SHERIFF | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $37,574.00 | $0.00 | $0.00 | $1,200.00 | $0.00 | $0.00 | $38,774.00 |

# HIDALGO COUNTY
## COMMISSIONER COURT
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**AI - 39427**

**SHERIFF**

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|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| 0333 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $360.00 | $0.00 | $0.00 | $0.00 | $0.00 | $40,870.00 |
| 0334 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $300.00 | $0.00 | $4,800.00 | $0.00 | $500.00 | $46,110.00 |
| 0335 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $360.00 | $0.00 | $1,800.00 | $0.00 | $500.00 | $43,170.00 |
| 0336 | 113 | DEPUTY SHERIFF STEP I | $36,480.00 | $1,520.00 | $38,000.00 | 0.03 | $1,140.00 | $0.00 | $39,140.00 | $39,140.00 | $0.00 | $0.00 | $1,500.00 | $0.00 | $0.00 | $40,640.00 |
| 0337 | 113 | DEPUTY SHERIFF STEP I | $36,480.00 | $1,520.00 | $38,000.00 | 0.03 | $1,140.00 | $0.00 | $39,140.00 | $39,140.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $39,140.00 |
| 0338 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $120.00 | $0.00 | $2,100.00 | $0.00 | $500.00 | $43,230.00 |
| 0339 | 113 | SR. DEPUTY SHERIFF STEP II | $41,800.00 | $1,463.00 | $43,263.00 | 0.03 | $1,298.00 | $0.00 | $44,561.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0340 | 113 | SR. DEPUTY SHERIFF STEP II | $41,800.00 | $1,463.00 | $43,263.00 | 0.03 | $1,297.89 | $0.00 | $44,561.00 | $44,561.00 | $480.00 | $0.00 | $2,100.00 | $0.00 | $500.00 | $47,641.00 |
| 0341 | 113 | DEPUTY SHERIFF | $41,800.00 | $1,463.00 | $43,263.00 | 0.03 | $1,298.00 | $0.00 | $44,561.00 | $37,574.00 | $120.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37,694.00 |
| 0342 | 113 | DEPUTY SHERIFF STEP I | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $39,140.00 | $600.00 | $0.00 | $0.00 | $0.00 | $0.00 | $39,740.00 |
| | | **REMOVE CLOTHING ALLOWANCE** | | | | | | | | | | | | | | |
| **0343** | **113** | **SR. DEPUTY SHERIFF STEP II** | **$41,800.00** | **$1,463.00** | **$43,263.00** | **0.03** | **$1,298.00** | **$0.00** | **$44,561.00** | **$44,561.00** | **$600.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$45,161.00** |
| 0344 | 113 | SR. DEPUTY SHERIFF STEP II | $41,800.00 | $1,463.00 | $43,263.00 | 0.03 | $1,297.89 | $0.00 | $44,561.00 | $44,561.00 | $540.00 | $0.00 | $2,100.00 | $0.00 | $500.00 | $47,701.00 |
| 0345 | 113 | DEPUTY SHERIFF | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $37,574.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37,574.00 |
| 0346 | 113 | ADMINISTRATIVE ASSISTANT II | $27,276.00 | $0.00 | $27,276.00 | 0.03 | $818.28 | $0.00 | $28,094.00 | $28,094.00 | $1,020.00 | $0.00 | $0.00 | $0.00 | $0.00 | $29,114.00 |
| 0347 | 113 | ADMINISTRATIVE ASSISTANT II | $27,276.00 | $0.00 | $27,276.00 | 0.03 | $818.28 | $0.00 | $28,094.00 | $28,094.00 | $960.00 | $0.00 | $0.00 | $0.00 | $0.00 | $29,054.00 |
| 0361 | 113 | BUDGET MANAGER II | $63,599.00 | $0.00 | $63,599.00 | 0.03 | $1,907.97 | $0.00 | $65,507.00 | $65,507.00 | $1,920.00 | $0.00 | $0.00 | $0.00 | $0.00 | $67,427.00 |
| 0362 | 113 | PROCUREMENT SPECIALIST | $43,284.00 | $0.00 | $43,284.00 | 0.03 | $1,298.52 | $0.00 | $44,583.00 | $44,583.00 | $660.00 | $0.00 | $0.00 | $0.00 | $0.00 | $45,243.00 |
| 0363 | 113 | COMMUNICATIONS SUPERVISOR | $34,360.00 | $0.00 | $34,360.00 | 0.03 | $1,030.80 | $0.00 | $35,391.00 | $35,391.00 | $720.00 | $0.00 | $0.00 | $0.00 | $0.00 | $36,111.00 |
| 0364 | 113 | CRIME VICTIM LIASON | $38,408.00 | $3.00 | $38,411.00 | 0.03 | $1,152.33 | $0.00 | $39,563.00 | $39,563.00 | $780.00 | $0.00 | $0.00 | $0.00 | $0.00 | $40,343.00 |
| 0365 | 113 | CAPTAIN | $65,000.00 | $0.00 | $65,000.00 | 0.03 | $1,950.00 | $0.00 | $66,950.00 | $66,950.00 | $1,620.00 | $0.00 | $1,800.00 | $0.00 | $500.00 | $70,870.00 |
| 0366 | 113 | CAPTAIN | $65,000.00 | $0.00 | $65,000.00 | 0.03 | $1,950.00 | $0.00 | $66,950.00 | $66,950.00 | $1,020.00 | $0.00 | $1,800.00 | $0.00 | $500.00 | $70,270.00 |
| 0367 | 113 | CAPTAIN | $65,000.00 | $0.00 | $65,000.00 | 0.03 | $1,950.00 | $0.00 | $66,950.00 | $66,950.00 | $1,200.00 | $0.00 | $1,800.00 | $0.00 | $500.00 | $70,450.00 |
| 0369 | 113 | DIVISION COMMANDER | $75,000.00 | $0.00 | $75,000.00 | 0.03 | $2,250.00 | $0.00 | $77,250.00 | $77,250.00 | $1,380.00 | $0.00 | $1,800.00 | $0.00 | $500.00 | $80,930.00 |

# HIDALGO COUNTY
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|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| 0370 | 113 | CHIEF OF STAFF | $75,000.00 | $0.00 | $75,000.00 | 0.03 | $2,250.00 | $0.00 | $77,250.00 | $77,250.00 | $480.00 | $0.00 | $0.00 | $0.00 | $0.00 | $77,730.00 |
| 0371 | 113 | DEPUTY SHERIFF STEP I | $38,000.00 | $0.00 | $38,000.00 | 0.03 | $1,140.00 | $0.00 | $39,140.00 | $39,140.00 | $180.00 | $0.00 | $1,500.00 | $0.00 | $0.00 | $40,820.00 |
| 0372 | 113 | DEPUTY SHERIFF STEP I | $38,000.00 | $0.00 | $38,000.00 | 0.03 | $1,140.00 | $0.00 | $39,140.00 | $39,140.00 | $0.00 | $0.00 | $1,200.00 | $0.00 | $0.00 | $40,340.00 |
| 0373 | 113 | DEPUTY SHERIFF STEP I | $38,000.00 | $0.00 | $38,000.00 | 0.03 | $1,140.00 | $0.00 | $39,140.00 | $39,140.00 | $60.00 | $0.00 | $0.00 | $0.00 | $0.00 | $39,200.00 |
| 0374 | 113 | DEPUTY SHERIFF STEP I | $38,000.00 | $0.00 | $38,000.00 | 0.03 | $1,140.00 | $0.00 | $39,140.00 | $39,140.00 | $480.00 | $0.00 | $0.00 | $0.00 | $0.00 | $39,620.00 |
| 0375 | 113 | DEPUTY SHERIFF STEP I | $38,000.00 | $0.00 | $38,000.00 | 0.03 | $1,140.00 | $0.00 | $39,140.00 | $37,574.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37,574.00 |
| 0376 | 113 | DEPUTY SHERIFF | $38,000.00 | $0.00 | $38,000.00 | 0.03 | $1,140.00 | $0.00 | $39,140.00 | $37,574.00 | $0.00 | $0.00 | $1,200.00 | $0.00 | $0.00 | $38,774.00 |
| 0377 | 113 | DEPUTY SHERIFF | $38,000.00 | $0.00 | $38,000.00 | 0.03 | $1,140.00 | $0.00 | $39,140.00 | $37,574.00 | $0.00 | $0.00 | $1,200.00 | $0.00 | $0.00 | $38,774.00 |
| 0378 | 113 | DEPUTY SHERIFF STEP I | $38,000.00 | $0.00 | $38,000.00 | 0.03 | $1,140.00 | $0.00 | $39,140.00 | $37,574.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37,574.00 |
| 0379 | 113 | TECHNICIAN IV | $0.00 | $37,109.00 | $37,109.00 | 0.03 | $1,113.00 | $0.00 | $38,222.00 | $36,693.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $36,693.00 |
| 0380 | 113 | DEPUTY SHERIFF | $0.00 | $1,180.00 | $1,180.00 | 0 | $0.00 | $0.00 | $1,180.00 | $0.00 | $0.00 | $0.00 | $1,200.00 | $0.00 | $0.00 | $1,200.00 |
| 0382 | 113 | DEPUTY SHERIFF STEP I | $0.00 | $0.00 | $0.00 | 0 | $0.00 | $0.00 | $0.00 | $0.00 | $120.00 | $0.00 | $0.00 | $0.00 | $0.00 | $120.00 |
| 0383 | 113 | DEPUTY SHERIFF STEP II | $0.00 | $1,180.00 | $1,180.00 | 0 | $0.00 | $0.00 | $1,180.00 | $0.00 | $720.00 | $0.00 | $0.00 | $0.00 | $0.00 | $720.00 |
| 0384 | 113 | DEPUTY SHERIFF STEP II | $0.00 | $1,180.00 | $1,180.00 | 0 | $0.00 | $0.00 | $1,180.00 | $0.00 | $600.00 | $0.00 | $0.00 | $0.00 | $0.00 | $600.00 |
| 0385 | 113 | DEPUTY SHERIFF STEP II | $0.00 | $1,180.00 | $1,180.00 | 0 | $0.00 | $0.00 | $1,180.00 | $0.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 | $540.00 |
| 0386 | 113 | DEPUTY SHERIFF STEP I | $0.00 | $1,140.00 | $1,140.00 | 0 | $0.00 | ($1,140.00) | $0.00 | $0.00 | $480.00 | $0.00 | $1,200.00 | $0.00 | $0.00 | $1,680.00 |
| 0387 | 113 | DEPUTY SHERIFF STEP II | $0.00 | $1,180.00 | $1,180.00 | 0 | $0.00 | $0.00 | $1,180.00 | $0.00 | $480.00 | $0.00 | $0.00 | $0.00 | $0.00 | $480.00 |
| 0388 | 113 | DEPUTY SHERIFF STEP II | $0.00 | $1,180.00 | $1,180.00 | 0 | $0.00 | $0.00 | $1,180.00 | $0.00 | $480.00 | $0.00 | $0.00 | $0.00 | $0.00 | $480.00 |
| 0389 | 113 | DEPUTY SHERIFF STEP II | $0.00 | $1,180.00 | $1,180.00 | 0 | $0.00 | $0.00 | $1,180.00 | $0.00 | $180.00 | $0.00 | $0.00 | $0.00 | $0.00 | $180.00 |
| 0390 | 113 | DEPUTY SHERIFF STEP II | $0.00 | $1,180.00 | $1,180.00 | 0 | $0.00 | $0.00 | $1,180.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0391 | 113 | DEPUTY SHERIFF STEP II | $0.00 | $1,180.00 | $1,180.00 | 0 | $0.00 | $0.00 | $1,180.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0392 | 113 | DEPUTY SHERIFF STEP II | $0.00 | $1,180.00 | $1,180.00 | 0 | $0.00 | $0.00 | $1,180.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0393 | 113 | LIEUTENANT STEP I | $0.00 | $55,805.00 | $55,805.00 | 0 | $0.00 | $0.00 | $55,805.00 | $52,095.00 | $780.00 | $0.00 | $1,800.00 | $0.00 | $0.00 | $54,675.00 |
| 0394 | 113 | SERGEANT STEP II | $0.00 | $50,733.00 | $50,733.00 | 0 | $0.00 | $0.00 | $50,733.00 | $49,017.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 | $49,557.00 |

# HIDALGO COUNTY
## COMMISSIONER COURT
## 2013 SALARY SCHEDULE

**3-1100-421-00-280-001-0-**

**AI - 39427**

**SHERIFF**

| Slot # | Obj Code | POSITION TITLE | 2012 BUDGETED SALARY | 2013 ADJUSTED SALARY | 2013 BASE SALARY | % Inc. | AMOUNT INCREASE | OTHER INCREASE | 2013 BUDGETED SALARY APPROVED | 2013 ACTUAL SALARY | Other Allowances | | | | | 2013 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| 0395 | 113 | SERGEANT STEP III | $0.00 | $50,733.00 | $50,733.00 | 0 | $0.00 | $0.00 | $50,733.00 | $50,733.00 | $1,200.00 | $0.00 | $1,200.00 | $0.00 | $0.00 | $53,133.00 |
| 0396 | 113 | SERGEANT STEP I | $0.00 | $50,733.00 | $50,733.00 | 0 | $0.00 | $0.00 | $50,733.00 | $47,359.00 | $360.00 | $0.00 | $1,200.00 | $0.00 | $0.00 | $48,919.00 |
| 0397 | 113 | SERGEANT STEP III | $0.00 | $50,733.00 | $50,733.00 | 0 | $0.00 | $0.00 | $50,733.00 | $50,733.00 | $720.00 | $0.00 | $600.00 | $0.00 | $0.00 | $52,053.00 |
| 0398 | 113 | SERGEANT STEP III | $0.00 | $50,733.00 | $50,733.00 | 0 | $0.00 | $0.00 | $50,733.00 | $50,733.00 | $840.00 | $0.00 | $1,200.00 | $0.00 | $0.00 | $52,773.00 |
| 0399 | 113 | SERGEANT STEP II | $0.00 | $50,733.00 | $50,733.00 | 0 | $0.00 | $0.00 | $50,733.00 | $49,017.00 | $420.00 | $0.00 | $1,800.00 | $0.00 | $0.00 | $51,237.00 |
| 0400 | 113 | SERGEANT STEP III | $0.00 | $50,733.00 | $50,733.00 | 0 | $0.00 | $0.00 | $50,733.00 | $50,733.00 | $780.00 | $0.00 | $1,200.00 | $0.00 | $0.00 | $52,713.00 |
| 0401 | 113 | SERGEANT STEP II | $0.00 | $50,733.00 | $50,733.00 | 0 | $0.00 | $0.00 | $50,733.00 | $49,017.00 | $540.00 | $0.00 | $1,200.00 | $0.00 | $0.00 | $50,757.00 |
| 0402 | 113 | SERGEANT STEP II | $0.00 | $50,733.00 | $50,733.00 | 0 | $0.00 | $0.00 | $50,733.00 | $49,017.00 | $780.00 | $0.00 | $0.00 | $0.00 | $0.00 | $49,797.00 |
| 0403 | 113 | DEPUTY SHERIFF STEP I | $0.00 | $39,140.00 | $39,140.00 | 0 | $0.00 | $0.00 | $39,140.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0404 | 113 | DEPUTY SHERIFF STEP I | $0.00 | $39,140.00 | $39,140.00 | 0 | $0.00 | $0.00 | $39,140.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0405 | 113 | DEPUTY SHERIFF STEP I | $0.00 | $39,140.00 | $39,140.00 | 0 | $0.00 | $0.00 | $39,140.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0406 | 113 | ADMINISTRATIVE ASSISTANT IV | $0.00 | $37,109.00 | $37,109.00 | 0 | $0.00 | $0.00 | $37,109.00 | $37,109.00 | $360.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37,469.00 |
| 0407 | 113 | ADMINISTRATIVE ASSISTANT I | $0.00 | $24,087.00 | $24,087.00 | 0 | $0.00 | $0.00 | $24,087.00 | $23,124.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $23,124.00 |
| 0408 | 113 | ADMINISTRATIVE ASSISTANT I | $0.00 | $24,087.00 | $24,087.00 | 0 | $0.00 | $0.00 | $24,087.00 | $23,124.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $23,124.00 |
| 0409 | 113 | ADMINISTRATIVE ASSISTANT I | $0.00 | $24,087.00 | $24,087.00 | 0 | $0.00 | $0.00 | $24,087.00 | $23,124.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $23,124.00 |
| 0410 | 113 | ADMINISTRATIVE ASSISTANT I | $0.00 | $24,087.00 | $24,087.00 | 0 | $0.00 | $0.00 | $24,087.00 | $23,124.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $23,124.00 |
| 0411 | 113 | ADMINISTRATIVE ASSISTANT I | $0.00 | $24,087.00 | $24,087.00 | 0 | $0.00 | $0.00 | $24,087.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0412 | 113 | ADMINISTRATIVE ASSISTANT I | $0.00 | $24,087.00 | $24,087.00 | 0 | $0.00 | $0.00 | $24,087.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0413 | 113 | ADMINISTRATIVE ASSISTANT I | $0.00 | $24,087.00 | $24,087.00 | 0 | $0.00 | $0.00 | $24,087.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0414 | 113 | ADMINISTRATIVE ASSISTANT I | $0.00 | $24,087.00 | $24,087.00 | 0 | $0.00 | $0.00 | $24,087.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| | | **TOTAL** | **$13,347,874.00** | **$1,268,806.00** | **$14,616,680.00** | | **$412,323.36** | **$3,892.00** | **$15,032,887.00** | **$13,910,513.48** | **$167,040.00** | **$0.00** | **$366,300.00** | **$0.00** | **$48,500.00** | **$14,492,353.48** |

**Approval of the above highlighted personnel actions.**
**All personnel action(s) pending CC approval.**

# HIDALGO COUNTY
# SHERIFF'S DEPARTMENT

## DEPUTY SHERIFF

**SUMMARY:**
May be assigned to patrol, narcotics, civil process, warrants, courthouse security, criminal investigation or school policing. Depending on area to which assigned, may perform primarily undercover and surveillance work, patrol work, civil and criminal process serving or investigative work.

**ESSENTIAL DUTIES AND RESPONSIBILITES:**
**Criminal Enforcement Division**
Depending on area to which assigned, may perform any of the following duties:

- Patrol an assigned area, generally by vehicle, to prevent crimes and enforce laws and regulations;
- Respond to emergency calls and routine complaints and take action as necessary;
- Issue traffic citations and direct traffic;
- Investigate traffic accidents and crimes against persons and property and assist federal, state and local law enforcement officials;
- Keep records of activities and make reports concerning crimes, complaints, accidents and investigations;
- File cases with District Attorney or U.S. Attorney;
- Make lawful arrests for violations of laws for the State of Texas and local government ordinance and/or resolution;
- Serve felony, misdemeanor and mental commitment warrants and make arrests;
- Serve court papers including writs, summons, subpoenas, capias, etc.;
- Question witnesses and suspects and take statements and depositions;
- Assist other law enforcement agencies as needed;
- Perform surveillance of suspects and assigned locations;
- Meet with informants and conduct undercover narcotics work;
- Handle and care for dogs involved in narcotics investigations;
- Conduct background investigations on applicants for law enforcements and corrections positions;
- Serve as a bailiff in county and district courts;
- Gather and label evidence, take photographs and fingerprints, guard and transport prisoners and testify in court;
- May address and work with community groups to promote good public relations and to inform citizens of police activities and crime prevention;
- May be responsible for animal control, especially relating to cattle on roadways;

- Return persons who have been arrested to county in other locations in and out of state;
- Regular attendance is a must.
- Ability to work well with others.

**In School Policing**

- Respond to emergency calls within the school assigned. Handle routine complaints and take action as necessary;
- Issue traffic citations and direct traffic;
- Investigate crimes against persons and property and assists federal, state and local law enforcement officials;
- Keep records of activities and makes reports concerning crimes, complaints, accidents and investigations;
- File cases with District Attorney, U.S. Attorney, or Hidalgo County juvenile authorities;
- Make lawful arrests for violations of laws for the State of Texas and local government ordinance and/or resolution.
- Serve felony, misdemeanor and mental commitment warrants and make arrests;
- Question witnesses and suspects and take statements;
- Assist other law enforcement agencies as needed;
- May handle and care for dogs involved in narcotics investigations;
- Gather and label evidence, take photographs and fingerprints, guard and transport prisoners and testify in court;
- May address and work with community and school groups to promote good public relations and to inform citizens, students, and school faculty of police activities and crime prevention;
- Will interact with students and school faculty on a daily basis;
- Will be involved in participating and providing security for school related activities and functions;
- Will coordinate with Deputy Sheriffs assigned to other schools, criminal enforcement division and other law enforcement agencies for their participating or providing security for school related functions and activities;
- Will report directly to the school assigned rather than the sheriff's department on a daily basis, unless otherwise instructed;
- Perform such other related duties as may be assigned by the Sheriff's Department.

**SUPERVISORY RESPONSIBILITIES**

- May be asked to oversee special details involving two or more officers.

**QUALIFICATION REQUIREMENTS:**

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

**EDUCATION and/or EXPERIENCE**

- High School diploma or GED;
- At least one (1) year of law enforcement related experience preferred;
- Bilingual is preferred.

**CERTIFICATES, LICENSES, REGISTRATIONS**

- Applicant must possess a current Basic Peace Officer Certification from the Texas Commission on Law Enforcement Officers Standard and Education;
- Employee must have a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by the County's Insurance carrier;

**OTHER SKILLS AND ABILITIES**

- Ability to understand and follow written and oral instructions, departmental policy, rules, regulations and laws.
- Ability to establish and maintain effective working relationships with other county employees and officials, law enforcement agencies and the general public;
- Ability to analyze situations and adopt a quick, effective and reasonable course of action;
- Ability to write clear and concise reports and to maintain complete records as required;
- Ability to learn the use and care of vehicles, firearms and specialized equipment;
- Ability to communicate effectively orally and in writing.
- Good physical condition.
- Ability to solve basic mathematic problems involving addition, subtraction, multiplication and division;
- Ability to use decimals and percentages in solving such problems.
- Ability to speak, read and write in the English language;
- Ability to read and interpret documents such as safety rules, operating and maintenance instructions and procedure manuals.
- Ability to write routine reports and correspondence;
- Ability to speak effectively before groups of employees or organizations;
- Ability to also speak and write in Spanish preferred.
- Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists;
- Ability to interpret a variety of instructions furnished in written, oral, diagram or schedule form.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

**PHYSICAL DEMANDS:**

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

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, and kneel; The employee may have to physically subdue and restrain uncooperative suspects, prisoners and/or inmates.

The employee must regularly lift and/or move up to ten (10) pounds, occasionally lift and/or move up to twenty-five (25) pounds, and in emergency situations, lift persons with body weight ranging from 100 to 250 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

**WORK ENVIRONMENT:**
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job;

While performing the duties of this job, the employee regularly works in various types of outside weather conditions. The employee occasionally works nearing moving mechanical parts; in high precarious places; with explosives; and in occasionally exposed to fumes or airborne particles, and toxic or caustic chemicals, and risk of electrical shock.

The noise level in the work environment is usually moderate;

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

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

Maintain mental capacity which permits:

- making sound decisions and using good judgment;
- maintaining confidentiality;
- demonstrating intellectual capabilities;

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

**ACCIDENT PREVENTION PROGRAM:**
Required to follow all departments' safety regulations;

# HIDALGO COUNTY
# SHERIFF'S OFFICE

| | |
|---|---|
| **Job Title: Lieutenant** | **FLSA Status: Exempt** |
| **Department: 280** | **Civil Service Status: Non- Exempt** |

**SUMMARY:**

May be assigned to patrol, narcotics, court process or criminal investigation work. Depending on area to which assigned, may supervise subordinate personnel who perform primarily undercover and surveillance work, patrol work, civil and criminal process serving or investigative work.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**
Depending on the area of criminal enforcement to which assigned, may perform or supervise the performance of any of the following duties:

- Ensure that assigned areas are patrolled, generally by vehicle, to prevent crimes and enforce laws and regulations;
- Ensures that response to emergency calls and routine complaints are performed and that the necessary action is taken;
- Ensures that traffic accidents and crimes against persons and property are properly investigated and assists federal, state and local law enforcement officials;
- Keeps records of activities and makes reports concerning crimes, complaints, accidents and investigations;
- Ensure that cases with District Attorney or U.S. Attorney are properly filed;
- Ensures that lawful arrests for violations of laws for the State of Texas and local government ordinance and/or resolution are made when proper to do so;
- Ensures that felony misdemeanor and mental commitment warrants and arrests are made;
- Ensures that court papers, including writs, summons, subpoenas, capias, etc. are served;
- Ensures that witnesses and suspects are questioned and proper statements or depositions are taken;
- Assists other law enforcement agencies as needed;
- Schedule the surveillance of suspects and assigned locations;
- Conducts background investigations on applicants for law enforcement and corrections positions;
- Ensures that proper procedures are followed when gathering and labeling evidence, taking photographs and fingerprints;
- May address and work with community groups to promote good public relations and to inform citizens to police activities and crime prevention;

- May be responsible for animal control, especially relating to cattle on roadways;
- Handle the extradition if prisoners;
- Approve subordinate's reports and insure subordinate's complete their daily assigned duties;
- Regular attendance is a must.
- Ability to work well with others.

**SUPERVISORY RESPONSIBILITES**

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

**QUALIFICATONS REQUIREMENTS:**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed are representative of the knowledge, skill and/or ability required. Must complete and pass a written examination, oral interview, background investigation and other tests announced in the application process. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**EDUCATION and/or EXPERIENCE**

- High School diploma or GED.
- Six (6) years of experience as a Peace Officer immediately preceding the application;
- At least two (2) years of the six (6) years of required experience must have been as a supervisor of peace officers.
- Bilingual is preferred.

**CERTIFICATES, LICENSES & REGISTRATION**

- Applicant must possess a current Intermediate Peace Officer Certification from the Texas Commission on Law Enforcement Officers Standards and Education;
- Applicant must have a current valid Texas operator's driver's license;
- Must be able to be insured by the County's insurance carrier.

## OTHER SKILLS AND ABILITIES

- Ability to understand and follow written and oral instructions, departmental policy, rules, regulations and laws;
- Ability to establish and maintain effective working relationships with other county employees and officials, law enforcement agencies and the general public;
- Ability to analyze situations and adopt a quick, effective and reasonable course of action;
- Ability to write clear and concise reports and to maintain complete records as required;
- Ability to learn the use and care of vehicles, firearms, and specialized equipment;
- Ability to communicate effectively orally and in writing;
- Good physical condition.
- Ability to solve basic mathematic problems involving addition, subtraction, multiplication and division;
- Ability to use decimals and percentages in solving such problems.
- Ability to speak, read, and write in the English language.
- Ability to read and interpret documents such as safety rules, operating and maintenance instructions and procedure manuals;
- Ability to write routine reports and correspondence;
- Ability to speak effectively before groups of employees or organizations;
- Ability to also speak and write in Spanish preferred.
- Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists;
- Ability to interpret a variety of instructions furnished in written, oral, diagram or schedule form.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

## PHYSICAL DEMANDS

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

While performing the duties of this job, the employee is required to stand, walk, and reach with hands and arms. The employee is required to sit, climb or balance, run, jump, stoop, kneel, crouch or crawl. The employee may have to physically subdue and restrain uncooperative suspects, prisoners and/or inmates.

The employee must regularly lift and/or move up to ten (10) pounds, occasionally lift and/or move up to twenty-five (25) pounds, and in emergency situations, lift persons with body weight ranging from 100 to 250 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

## WORK ENVIRONMENT

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

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

The noise level in the work environment is usually moderate to loud.

## SAFETY REQUIREMENT

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
- Maintaining confidentiality
- Demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

- Making observations
- Reading and writing
- Operating assigned equipment
- Communicating with others

## ACCIDENT PREVENTION PROGRAM

Required to follow all departments' safety regulations.

# HIDALGO COUNTY
# SHERIFF'S OFFICE

| | |
|---|---|
| **Job Title: Sergeant** | **FLSA Status: Non-Exempt** |
| **Department: 280** | **Civil Service Status: Non- Exempt** |

**SUMMARY:**

May be assigned to patrol, narcotics, court process or criminal investigation work. Depending on area to which assigned, may perform primarily undercover and surveillance work, patrol work, civil and criminal process serving or investigative work.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**
Depending on the area of criminal enforcement to which assigned, may perform any of the following duties:

- Patrol an assigned area, generally by vehicle, to prevent crimes and enforce laws and regulations;
- Respond to emergency calls and routine complaints and take action as necessary;
- Issue traffic citations and direct traffic;
- Investigate traffic accidents and crimes against persons and property and assist federal, state and local law enforcement officials;
- Keeps records of activities and make reports concerning crimes, complaints, accidents, and investigations;
- Files cases with district attorney or U.S. attorney;
- Make lawful arrests for violation of laws for the State of Texas and local government ordinance and/or Resolution;
- Serve felony, misdemeanor and mental commitment warrants and make arrests;
- Serve court papers including writs, summons, subpoenas, capias, etc.;
- Question witnesses and suspects and take statements;
- Assist other law enforcement agencies as needed;
- Performs surveillance of suspects and assigned locations;
- Meets with informants and conducts undercover narcotics investigations;
- Conducts background investigations on applicants for law enforcement and corrections positions;
- Gathers and labels evidence, takes photographs and fingerprints, guards and transports prisoners and testifies in court;
- May address and work with community groups to promote good public relations and to inform citizens of police activities and crime prevention;

- May be responsible for animal control, especially relating to cattle on roadways;
- Return persons who have been arrested in Hidalgo County to other locations in and out of state;
- Approve subordinates' reports and insure subordinates complete their daily assigned duties;
- Regular attendance is a must.
- Ability to work well with others.

**SUPERVISORY RESPONSIBILITES**

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

**QUALIFICATONS REQUIREMENTS:**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed are representative of the knowledge, skill and/or ability required. Must complete and pass a written examination, oral interview, background investigation and other tests announced in the application process.

**EDUCATION and/or EXPERIENCE**

- High School diploma or GED.
- Four (4) years experience as a Peace Officer immediately preceding the date of application;
- Application for employment should reflect any increases in responsibilities during previous or current employment.
- Bilingual is preferred.

**CERTIFICATES, LICENSES & REGISTRATION**

- Applicant must possess a current Peace Officer Certification from the Texas Commission on Law Enforcement Officers Standards and Education;
- Applicant must have a current valid Texas operator's driver's license;
- Must be able to be insured by the County's insurance carrier.

## OTHER SKILLS AND ABILITIES

- Ability to understand and follow written and oral instructions, departmental policy, rules, regulations and laws;
- Ability to establish and maintain effective working relationships with other county employees and officials, law enforcement agencies and the general public;
- Ability to analyze situations and adopt a quick, effective and reasonable course of action;
- Ability to write clear and concise reports and to maintain complete records as required;
- Ability to learn the use and care of vehicles, firearms, and specialized equipment;
- Ability to communicate effectively orally and in writing;
- Good physical condition.
- Ability to solve basic mathematic problems involving addition, subtraction, multiplication and division;
- Ability to use decimals and percentages in solving such problems.
- Ability to speak, read, and writes in the English language.
- Ability to read and interpret documents such as safety rules, operating and maintenance instructions and procedure manuals;
- Ability to write routine reports and correspondence;
- Ability to speak effectively before groups of employees or organizations;
- Ability to also speak and write in Spanish preferred.
- Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists;
- Ability to interpret a variety of instructions furnished in written, oral, diagram or schedule form.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

## PHYSICAL DEMANDS

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

While performing the duties of this job, the employee is required to stand, walk, and reach with hands and arms. The employee is required to sit, climb or balance, run, jump, stoop, kneel, crouch or crawl. The employee may have to physically subdue and restrain uncooperative suspects, prisoners and/or inmates.

The employee must regularly lift and/or move up to twenty-five (25) pounds, occasionally lift and/or move up to twenty-five (25) pounds, and in emergency situations, lift persons with body weight ranging from 100 to 250 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

## WORK ENVIRONMENT

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

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

The noise level in the work environment is usually moderate to loud.

## SAFETY REQUIREMENT

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
- Maintaining confidentiality
- Demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

- Making observations
- Reading and writing
- Operating assigned equipment
- Communicating with others

## ACCIDENT PREVENTION PROGRAM

Required to follow all departments' safety regulations.

# HIDALGO COUNTY
## 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, July 09, 2013** **Agenda Item:** 39427

**Summary of request/proposal:**
Sheriff's Office (1100):
1. Approval to remove/ authorize clothing allowance as follows, effective next full pay period, 07/15/13.

| Fund | Position | Slot# | Obj | Current Budgeted Salary | Proposed Budgeted Salary | Total Requested |
|---|---|---|---|---|---|---|
| 1100 | Sr. Deputy Sheriff (Step II) | 0343 | 119 | 500.00 | 0.00 | (500.00) |
| 1100 | Deputy Sheriff (Step II) | 0238 | 119 | 500.00 | 0.00 | (500.00) |
| 1100 | Sr. Deputy Sheriff (Step III) | 0157 | 119 | 500.00 | 0.00 | (500.00) |
| 1100 | Sr. Deputy Sheriff (Step I) | 0225 | 119 | 500.00 | 0.00 | (500.00) |
| 1100 | (Sr) Deputy Sheriff (Step IV) | 0077 | 119 | 500.00 | 0.00 | (500.00) |
| 1100 | (Sr) Deputy Sheriff (Step IV) | 0083 | 119 | 500.00 | 0.00 | (500.00) |
| 1100 | (Sr) Deputy Sheriff (Step III) | 0126 | 119 | 500.00 | 0.00 | (500.00) |
| 1100 | Lieutenant (Step II) | 0019 | 119 | 500.00 | 0.00 | (500.00) |
| 1100 | Sergeant (Step I) | 0024 | 119 | 0.00 | 500.00 | 500.00 |
| 1100 | Deputy Sheriff (Step II) | 0068 | 119 | 0.00 | 500.00 | 500.00 |
| 1100 | Sr. Deputy Sheriff (Step IV) | 0117 | 119 | 0.00 | 500.00 | 500.00 |
| 1100 | Sr. Deputy Sheriff (Step I) | 0202 | 119 | 0.00 | 500.00 | 500.00 |
| 1100 | Sr. Deputy Sheriff (Step II) | 0219 | 119 | 0.00 | 500.00 | 500.00 |
| 1100 | Deputy Sheriff (Step II) | 0223 | 119 | 0.00 | 500.00 | 500.00 |
| 1100 | Deputy Sheriff (Step II) | 0229 | 119 | 0.00 | 500.00 | 500.00 |
| 1100 | Sr. Deputy Sheriff (Step I) | 0233 | 119 | 0.00 | 500.00 | 500.00 |
| | | | | 4,000.00 | 4,000.00 | 0.00 |

**Budgetary Impact:**

| INCREASE/DECREASE ACCOUNT NUMBER | | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|---|
| 3-1100-421-00-280-001-0- | 119 | SHERIFF- | CLOTHING ALLOWANC. | $0.00 |
| 3-1100-421-00-280-001-0- | 211 | SHERIFF- | HEALTH INSURANCE | $0.00 |
| 3-1100-421-00-280-001-0- | 212 | SHERIFF- | LIFE INSURANCE | $0.00 |
| 3-1100-421-00-280-001-0- | 220 | SHERIFF- | FICA | $0.00 |
| 3-1100-421-00-280-001-0- | 230 | SHERIFF- | RETIREMENT | $0.00 |
| 3-1100-421-00-280-001-0- | 250 | SHERIFF- | UNEMPLOYMENT COMP | $0.00 |
| 3-1100-421-00-280-001-0- | 260 | SHERIFF- | WORKER'S COMP | $0.00 |
| | | | | |
| | | | 2013 Budgetary Impact | $0.00 |

2014 Budgetary Impact: $0.00

**Possible Funding Sources:** NO BUDGETARY IMPACT

**Comments:**

| |
|---|
| |
| |
| |
| |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
JUN 26 2013
HUMAN RESOURCES

**DEPARTMENT NAME/NUMBER:** SHERIFF'S OFFICE (280-001) **DATE:** 6/25/13

**CURRENT POSITION TITLE:** SERGEANT (STEP I) Pc **CURRENT SLOT. #:** 001-024

**REQUESTED POSITION TITLE:**
**(For new positions or reclassifications)**

**REQUEST FOR:**

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Adding clothing allowance

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

**POSITION SALARY REQUEST:**

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 500.00 (Proposed Budgeted Salary) $ 500.00 (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 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

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

**TEMPORARY POSITIONS:**

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

| CIVIL SERVICE: | | FLSA: | |
|---|---|---|---|
| Exempt | ☐ | Exempt | ☐ |
| Non-Exempt | ☑ | Non-Exempt | ☑ |
| N/A | ☐ | | |

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

REQUESTING CLOTHING ALLOWANCE. THIS SERGEANT WILL BE REASSIGNED TO CRIMINAL INVESTIGATION DIVISION.

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

**POSITION RECLASIFICATION:** Explain change and /or increase in duties and responsibility. (Attach new job description)

**COMMENTS:** (Any comments you wish to make regarding this request)

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | |
|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | 6/25/13 DATE | FUNDING AVAILABLE IN DEPT. BUDGET | ☑ YES | ☐ NO |
| 2. | Esther A. Cortez/afa HUMAN RESOURCES DIRECTOR | 06.26.13 DATE | PERSONNEL PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 07/02/2013 DATE | BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
JUN 26 2013
HUMAN RESOURCES

**DEPARTMENT NAME/NUMBER:** SHERIFF'S OFFICE (280-001) **DATE:** 6/25/13

**CURRENT POSITION TITLE:** DEPUTY SHERIFF (STEP II) PC **CURRENT SLOT. #:** 001-068

**REQUESTED POSITION TITLE:**
**(For new positions or reclassifications)**

**REQUEST FOR:**

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Adding clothing allowance

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

**POSITION SALARY REQUEST:**

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 500.00 (Proposed Budgeted Salary) $ 500.00 (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 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

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

**TEMPORARY POSITIONS:**

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

| CIVIL SERVICE: | | FLSA: | |
|---|---|---|---|
| Exempt | ☐ | Exempt | ☐ |
| Non-Exempt | ☑ | Non-Exempt | ☑ |
| N/A | ☐ | | |

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

REQUESTING CLOTHING ALLOWANCE. THIS DEPUTY WILL BE REASSIGNED TO CRIMINAL INVESTIGATION DIVISION.

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

**POSITION RECLASIFICATION:** Explain change and /or increase in duties and responsibility. (Attach new job description)

**COMMENTS:** (Any comments you wish to make regarding this request)

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | |
|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | 6/25/13 DATE | FUNDING AVAILABLE IN DEPT. BUDGET | ☑ YES | ☐ NO |
| 2. | Esther A. Cortez /DPZ HUMAN RESOURCES DIRECTOR | 06.26.13 DATE | PERSONNEL PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 07/02/2013 DATE | BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
JUN 26 2013
HUMAN RESOURCES

**DEPARTMENT NAME/NUMBER:** SHERIFF'S OFFICE (280-001) **DATE:** 6/25/13

**CURRENT POSITION TITLE:** (SR.) DEPUTY SHERIFF (STEP IV) RC **CURRENT SLOT. #:** 001-117

**REQUESTED POSITION TITLE:**
**(For new positions or reclassifications)**

**REQUEST FOR:**

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Adding clothing allowance

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

**POSITION SALARY REQUEST:**

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 500.00 (Proposed Budgeted Salary) $ 500.00 (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 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

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

**TEMPORARY POSITIONS:**

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

| CIVIL SERVICE: | | FLSA: | |
|---|---|---|---|
| Exempt | ☐ | Exempt | ☐ |
| Non-Exempt | ☑ | Non-Exempt | ☑ |
| N/A | ☐ | | |

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

REQUESTING CLOTHING ALLOWANCE. THIS DEPUTY WILL BE REASSIGNED TO CRIMINAL INVESTIGATION DIVISION.

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

**POSITION RECLASIFICATION:** Explain change and /or increase in duties and responsibility. (Attach new job description)

**COMMENTS:** (Any comments you wish to make regarding this request)

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | |
|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | 6/25/13 DATE | FUNDING AVAILABLE IN DEPT. BUDGET | ☑ YES | ☐ NO |
| 2. | Esthela A. Cortez /ayc HUMAN RESOURCES DIRECTOR | 06.26.13 DATE | PERSONNEL PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 07/02/2013 DATE | BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
JUN 26 2013
HUMAN RESOURCES

**DEPARTMENT NAME/NUMBER:** SHERIFF'S OFFICE (280-001) **DATE:** 6/25/13

**CURRENT POSITION TITLE:** (SR.) DEPUTY SHERIFF (STEP I) PC **CURRENT SLOT. #:** 001-202

**REQUESTED POSITION TITLE:**
**(For new positions or reclassifications)**

**REQUEST FOR:**

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Adding clothing allowance

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

**POSITION SALARY REQUEST:**

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 500.00 (Proposed Budgeted Salary) $ 500.00 (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 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

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

**TEMPORARY POSITIONS:**

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

| CIVIL SERVICE: | | FLSA: | |
|---|---|---|---|
| Exempt | ☐ | Exempt | ☐ |
| Non-Exempt | ☑ | Non-Exempt | ☑ |
| N/A | ☐ | | |

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

REQUESTING CLOTHING ALLOWANCE. THIS DEPUTY WILL BE REASSIGNED TO CRIMINAL INVESTIGATION DIVISION.

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

**POSITION RECLASIFICATION:** Explain change and /or increase in duties and responsibility. (Attach new job description)

**COMMENTS:** (Any comments you wish to make regarding this request)

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | |
|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | 6/25/13 DATE | FUNDING AVAILABLE IN DEPT. BUDGET | ☑ YES | ☐ NO |
| 2. | Esther A. Ortega / hpa HUMAN RESOURCES DIRECTOR | 06.26.13 DATE | PERSONNEL PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 07/02/2013 DATE | BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
JUN 26 2013
HUMAN RESOURCES

**DEPARTMENT NAME/NUMBER:** SHERIFF'S OFFICE (280-001) **DATE:** 6/25/13

**CURRENT POSITION TITLE:** (SR.) DEPUTY SHERIFF (STEP II) **CURRENT SLOT. #:** 001-219

**REQUESTED POSITION TITLE:**
**(For new positions or reclassifications)**

**REQUEST FOR:**

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Adding clothing allowance

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

**POSITION SALARY REQUEST:**

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 500.00 (Proposed Budgeted Salary) $ 500.00 (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 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

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

**TEMPORARY POSITIONS:**

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

| CIVIL SERVICE: | | FLSA: | |
|---|---|---|---|
| Exempt | ☐ | Exempt | ☐ |
| Non-Exempt | ☑ | Non-Exempt | ☑ |
| N/A | ☐ | | |

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

REQUESTING CLOTHING ALLOWANCE. THIS DEPUTY WILL BE REASSIGNED TO CRIMINAL INVESTIGATION DIVISION.

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

**POSITION RECLASIFICATION:** Explain change and /or increase in duties and responsibility. (Attach new job description)

**COMMENTS:** (Any comments you wish to make regarding this request)

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | | |
|---|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | 6/25/13 DATE | FUNDING AVAILABLE IN DEPT. BUDGET | ☑ YES | ☐ NO |
| 2. | Esther A. Cortez /apa HUMAN RESOURCES DIRECTOR | 06.26.13 DATE | PERSONNEL PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 07/02/2013 DATE | BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
JUN 26 2013
HUMAN RESOURCES

**DEPARTMENT NAME/NUMBER:** SHERIFF'S OFFICE (280-001) **DATE:** 6/25/13

**CURRENT POSITION TITLE:** DEPUTY SHERIFF (STEP II) PC **CURRENT SLOT. #:** 001-223

**REQUESTED POSITION TITLE:**
**(For new positions or reclassifications)**

**REQUEST FOR:**

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Adding clothing allowance

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

**POSITION SALARY REQUEST:**

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 500.00 (Proposed Budgeted Salary) $ 500.00 (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 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

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

**TEMPORARY POSITIONS:**

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

| CIVIL SERVICE: | | FLSA: | |
|---|---|---|---|
| Exempt | ☐ | Exempt | ☐ |
| Non-Exempt | ☑ | Non-Exempt | ☑ |
| N/A | ☐ | | |

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

REQUESTING CLOTHING ALLOWANCE. THIS DEPUTY WILL BE REASSIGNED TO CRIMINAL INVESTIGATION DIVISION.

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

**POSITION RECLASIFICATION:** Explain change and /or increase in duties and responsibility. (Attach new job description)

**COMMENTS:** (Any comments you wish to make regarding this request)

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | |
|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | 6/25/13 DATE | FUNDING AVAILABLE IN DEPT. BUDGET | ☑ YES | ☐ NO |
| 2. | Esthela A. Cortez/apz HUMAN RESOURCES DIRECTOR | 06.26.13 DATE | PERSONNEL PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 07/02/2013 DATE | BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
JUN 26 2013
HUMAN RESOURCES

**DEPARTMENT NAME/NUMBER:** SHERIFF'S OFFICE (280-001) **DATE:** 6/25/13

**CURRENT POSITION TITLE:** DEPUTY SHERIFF (STEP II) Rc **CURRENT SLOT. #:** 001-229

**REQUESTED POSITION TITLE:**
**(For new positions or reclassifications)**

**REQUEST FOR:**

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Adding clothing allowance

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

**POSITION SALARY REQUEST:**

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 500.00 (Proposed Budgeted Salary) $ 500.00 (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 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

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

**TEMPORARY POSITIONS:**

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

| CIVIL SERVICE: | | FLSA: | |
|---|---|---|---|
| Exempt | ☐ | Exempt | ☐ |
| Non-Exempt | ☑ | Non-Exempt | ☑ |
| N/A | ☐ | | |

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

REQUESTING CLOTHING ALLOWANCE. THIS DEPUTY WILL BE REASSIGNED TO CRIMINAL INVESTIGATION DIVISION.

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

**POSITION RECLASIFICATION:** Explain change and /or increase in duties and responsibility. (Attach new job description)

**COMMENTS:** (Any comments you wish to make regarding this request)

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | |
|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | 6/25/13 DATE | FUNDING AVAILABLE IN DEPT. BUDGET | ☑ YES | ☐ NO |
| 2. | Esther A. Cortez /sfa HUMAN RESOURCES DIRECTOR | 06.26.13 DATE | PERSONNEL PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 07/02/2013 DATE | BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
JUN 26 2013
HUMAN RESOURCES

**DEPARTMENT NAME/NUMBER:** SHERIFF'S OFFICE (280-001) **DATE:** 6/25/13

**CURRENT POSITION TITLE:** (SR.) DEPUTY SHERIFF (STEP I) Re **CURRENT SLOT. #:** 001-233

**REQUESTED POSITION TITLE:**
**(For new positions or reclassifications)**

**REQUEST FOR:**

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Adding clothing allowance

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

**POSITION SALARY REQUEST:**

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 500.00 (Proposed Budgeted Salary) $ 500.00 (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 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

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

**TEMPORARY POSITIONS:**

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

| CIVIL SERVICE: | | FLSA: | |
|---|---|---|---|
| Exempt | ☐ | Exempt | ☐ |
| Non-Exempt | ☑ | Non-Exempt | ☑ |
| N/A | ☐ | | |

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

REQUESTING CLOTHING ALLOWANCE. THIS DEPUTY WILL BE REASSIGNED TO CRIMINAL INVESTIGATION DIVISION.

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

**POSITION RECLASIFICATION:** Explain change and /or increase in duties and responsibility. (Attach new job description)

**COMMENTS:** (Any comments you wish to make regarding this request)

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | |
|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | 6/25/13 DATE | FUNDING AVAILABLE IN DEPT. BUDGET | ☑ YES | ☐ NO |
| 2. | Esther A. Cortez / sfe HUMAN RESOURCES DIRECTOR | 06.26.13 DATE | PERSONNEL PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 07/02/2013 DATE | BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | | |

# HIDALGO COUNTY

## Personnel Adjustment Request Form

RECEIVED
JUL 02 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE (280-001) DATE: 7/2/2013

CURRENT POSITION TITLE: (Sr) DEPUTY SHERIFF (stepII) RC CURRENT SLOT #: 001-343

REQUESTED POSITION TITLE: N/A

**REQUEST FOR:**

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other DELETE CLOTHING ALLOWANCE

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

**POSITION SALARY REQUEST:**

Salary Amount:

| $ 500.00 | $ 0.00 | $ (500.00) |
|---|---|---|
| Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

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

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

☐ Other RC

**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)

REMOVE CLOTHING ALLOWANCE

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

**POSITION RECLASSIFICATION:** Explain change and/or increase in duties and responsibility. (Attach new job description)

**COMMENTS:** (Any comments you wish to make regarding this request)

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | | |
|---|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | 7-2-13<br>Date | FUNDING AVAILABLE IN DEPT. BUDGET | [X] | YES | [ ] NO |
| 2. | Esther A. Cortez /ofe<br>HUMAN RESOURCES DIRECTOR | 07.05.13<br>Date | PERSONNEL PROCEDURES COMPLETED | [✓] | YES | [ ] NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 07/05/2013<br>Date | BUDGET PROCEDURES COMPLETED | [✓] | YES | [ ] NO |
| 4. | COMMISSIONERS' COURT APPROVAL | Date | | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
JUL 02 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE (280-001) DATE: 7/2/2013

CURRENT POSITION TITLE: DEPUTY SHERIFF (step II) JC CURRENT SLOT #: 001-238

REQUESTED POSITION TITLE: N/A

**REQUEST FOR:**

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

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

**POSITION SALARY REQUEST:**

Salary Amount:

| $ 500.00 | $ 0.00 | $ (500.00) |
|---|---|---|
| Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

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

[ ] 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)

REMOVE CLOTHING ALLOWANCE

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

**POSITION RECLASSIFICATION:** Explain change and/or increase in duties and responsibility. (Attach new job description)

**COMMENTS:** (Any comments you wish to make regarding this request)

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | | |
|---|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | 7-2-13 Date | FUNDING AVAILABLE IN DEPT. BUDGET | X YES | ☐ NO | |
| 2. | Esther A. Cortez/HR HUMAN RESOURCES DIRECTOR | 07.05.13 Date | PERSONNEL PROCEDURES COMPLETED | ✓ YES | ☐ NO | |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 07/05/2013 Date | BUDGET PROCEDURES COMPLETED | ✓ YES | ☐ NO | |
| 4. | COMMISSIONERS' COURT APPROVAL | Date | | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
JUL 02 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE (280-001) DATE: 7/2/2013

CURRENT POSITION TITLE: (Sr) DEPUTY SHERIFF (Step III) re CURRENT SLOT #: 001-157

REQUESTED POSITION TITLE: N/A

**REQUEST FOR:**

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other DELETE CLOTHING ALLOWANCE

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

**POSITION SALARY REQUEST:**

Salary Amount:

| $ 500.00 | $ 0.00 | $ (500.00) |
|---|---|---|
| Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

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

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

☐ Other

**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)

REMOVE CLOTHING ALLOWANCE

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

**POSITION RECLASSIFICATION:** Explain change and/or increase in duties and responsibility. (Attach new job description)

**COMMENTS:** (Any comments you wish to make regarding this request)

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | 7-2-13 Date | FUNDING AVAILABLE IN DEPT. BUDGET | [X] | YES | [ ] | NO |
| 2. | Esther A. Cortez /apr HUMAN RESOURCES DIRECTOR | 07.05.13 Date | PERSONNEL PROCEDURES COMPLETED | [✓] | YES | [ ] | NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 07/05/2013 Date | BUDGET PROCEDURES COMPLETED | [✓] | YES | [ ] | NO |
| 4. | COMMISSIONERS' COURT APPROVAL | Date | | | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
JUL 02 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE (280-001) DATE: 7/2/2013

CURRENT POSITION TITLE: (Sr) DEPUTY SHERIFF (Step I) PC CURRENT SLOT #: 001-225

REQUESTED POSITION TITLE: N/A

**REQUEST FOR:**

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other DELETE CLOTHING ALLOWANCE

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

**POSITION SALARY REQUEST:**

Salary Amount:

| $ 500.00 | $ 0.00 | $ (500.00) |
|---|---|---|
| Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

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

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

☐ Other _____

**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:
Exempt ☐
Non-Exempt ☒
N/A ☐

FLSA:
Exempt ☐
Non-Exempt ☒

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

REMOVE CLOTHING ALLOWANCE

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

**POSITION RECLASSIFICATION:** Explain change and/or increase in duties and responsibility. (Attach new job description)

**COMMENTS:** (Any comments you wish to make regarding this request)

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | 7-2-13 Date | FUNDING AVAILABLE IN DEPT. BUDGET | [X] | YES | [ ] | NO |
| 2. | Esther A. Cortez /sfr HUMAN RESOURCES DIRECTOR | 07-05-13 Date | PERSONNEL PROCEDURES COMPLETED | [✓] | YES | [ ] | NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 07/05/2013 Date | BUDGET PROCEDURES COMPLETED | [✓] | YES | [ ] | NO |
| 4. | COMMISSIONERS' COURT APPROVAL | Date | | | | | |

# HIDALGO COUNTY

## Personnel Adjustment Request Form

RECEIVED
JUL 02 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE (280-001) DATE: 7/2/2013

CURRENT POSITION TITLE: (Sr) DEPUTY SHERIFF (Step IV) pc CURRENT SLOT #: 001-077

REQUESTED POSITION TITLE: N/A

**REQUEST FOR:**

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other DELETE CLOTHING ALLOWANCE

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

**POSITION SALARY REQUEST:**

Salary Amount:

| $ 500.00 | $ 0.00 | $ (500.00) |
|---|---|---|
| Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

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

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

☐ Other _____

**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)

REMOVE CLOTHING ALLOWANCE

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

**POSITION RECLASSIFICATION:** Explain change and/or increase in duties and responsibility. (Attach new job description)

**COMMENTS:** (Any comments you wish to make regarding this request)

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | | |
|---|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | 7-2-13 Date | FUNDING AVAILABLE IN DEPT. BUDGET | [X] YES | [ ] NO | |
| 2. | Esther A. Cortez/sfp HUMAN RESOURCES DIRECTOR | 07.05.13 Date | PERSONNEL PROCEDURES COMPLETED | [✓] YES | [ ] NO | |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 07/05/2013 Date | BUDGET PROCEDURES COMPLETED | [✓] YES | [ ] NO | |
| 4. | COMMISSIONERS' COURT APPROVAL | Date | | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
JUL 02 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE (280-001) DATE: 7/2/2013

CURRENT POSITION TITLE: (Sr) DEPUTY SHERIFF (Step IV) RC CURRENT SLOT #: 001-083

REQUESTED POSITION TITLE: N/A

**REQUEST FOR:**

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

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

**POSITION SALARY REQUEST:**

Salary Amount:

| $ 500.00 | $ 0.00 | $ (500.00) |
|---|---|---|
| Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

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

[ ] 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)

REMOVE CLOTHING ALLOWANCE

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

**POSITION RECLASSIFICATION:** Explain change and/or increase in duties and responsibility. (Attach new job description)

**COMMENTS:** (Any comments you wish to make regarding this request)

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | 7-2-13 Date | FUNDING AVAILABLE IN DEPT. BUDGET | [X] | YES | [ ] | NO |
| 2. | Esther A. Cortez/apc HUMAN RESOURCES DIRECTOR | 07.05.13 Date | PERSONNEL PROCEDURES COMPLETED | [✓] | YES | [ ] | NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 07/05/2013 Date | BUDGET PROCEDURES COMPLETED | [✓] | YES | [ ] | NO |
| 4. | COMMISSIONERS' COURT APPROVAL | Date | | | | | |

# HIDALGO COUNTY

## Personnel Adjustment Request Form

RECEIVED
JUL 02 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE (280-001) DATE: 7/2/2013

CURRENT POSITION TITLE: (Sr) DEPUTY SHERIFF (Step III) pe CURRENT SLOT #: 001-126

REQUESTED POSITION TITLE: N/A

**REQUEST FOR:**

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other DELETE CLOTHING ALLOWANCE

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

**POSITION SALARY REQUEST:**

Salary Amount:

| $ 500.00 | $ 0.00 | $ (500.00) |
|---|---|---|
| Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

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

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

☐ Other _____

**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:
Exempt ☐
Non-Exempt ☒
N/A ☐

FLSA:
Exempt ☐
Non-Exempt ☒

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

REMOVE CLOTHING ALLOWANCE

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

**POSITION RECLASSIFICATION:** Explain change and/or increase in duties and responsibility. (Attach new job description)

**COMMENTS:** (Any comments you wish to make regarding this request)

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | | |
|---|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | 7-2-13 Date | FUNDING AVAILABLE IN DEPT. BUDGET | [X] YES | [ ] NO | |
| 2. | Esther A. Cortez/hfe HUMAN RESOURCES DIRECTOR | 07-05-13 Date | PERSONNEL PROCEDURES COMPLETED | [✓] YES | [ ] NO | |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 07/05/2013 Date | BUDGET PROCEDURES COMPLETED | [✓] YES | [ ] NO | |
| 4. | COMMISSIONERS' COURT APPROVAL | Date | | | | |

# HIDALGO COUNTY

## Personnel Adjustment Request Form

RECEIVED
JUL 02 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE (280-001) DATE: 7/2/2013

CURRENT POSITION TITLE: LIEUTENANT (Step II) RC CURRENT SLOT #: 001-019

REQUESTED POSITION TITLE: N/A

**REQUEST FOR:**

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

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

**POSITION SALARY REQUEST:**

Salary Amount:

| $ 500.00 | $ 0.00 | $ (500.00) |
|---|---|---|
| Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

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

[ ] 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)

REMOVE CLOTHING ALLOWANCE

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

**POSITION RECLASSIFICATION:** Explain change and/or increase in duties and responsibility. (Attach new job description)

**COMMENTS:** (Any comments you wish to make regarding this request)

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | 7-2-13 Date | FUNDING AVAILABLE IN DEPT. BUDGET | [X] | YES | [ ] | NO |
| 2. | Esther A. Cortez/apr HUMAN RESOURCES DIRECTOR | 07.05.13 Date | PERSONNEL PROCEDURES COMPLETED | [✓] | YES | [ ] | NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 07/05/2013 Date | BUDGET PROCEDURES COMPLETED | [✓] | YES | [ ] | NO |
| 4. | COMMISSIONERS' COURT APPROVAL | Date | | | | | |

**AI-39418** **Human Resources 11. D.**

**CC REGULAR**

**Meeting Date:** 07/09/2013

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

**Department:** HUMAN RESOURCES/CIVIL SERVICE

## Information

### CAPTION

TxCDBG Disaster Recovery (1288)

1. Approval to create the following full time position:

| Slot # | Position Title | Proposed Budgeted Salary |
|---|---|---|
| 0003 | UCP Coordinator II | $ 44,583.00 |

2. Approval of revised salary schedule.

### BACKGROUND

Note: This position is funded through December 31, 2015 and/or upon exhaustion of grant funds.

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1288-463-00-250-006-1-XXX

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

**BUDGETARY IMPACT:**

Within TxCDBG Disaster Recovery Grant Funds.

## Attachments

PAR and job description

fiscal note

REVISED SALARY SCHEDULE

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/26/2013 02:56 PM |
| Obdett Calzada | Obdett Calzada | 07/01/2013 03:03 PM |
| Rosalinda Cantu | Rosie Cantu | 07/02/2013 02:06 PM |
| Purchasing Department | Monica Badillo | 07/02/2013 05:15 PM |

Form Started By: Sylvia Rios Started On: 06/25/2013 11:39 AM

Final Approval Date: 07/02/2013

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
JUN 25 2013
HUMAN RESOURCES

**DEPARTMENT NAME/NUMBER:** TxCDBG DISASTER RECOVERY (250-006) **DATE:** 6/24/13

**CURRENT POSITION TITLE:** **CURRENT SLOT. #:** 0003

**REQUESTED POSITION TITLE:** UCP COORDINATOR II
**(For new positions or reclassifications)**

**REQUEST FOR:**

☑ New Position ☑ Temporary Position ☐ Position Reclassification* ☐ Other _____

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

**POSITION SALARY REQUEST:**

Salary Amount: $ _____ (Current Budgeted Salary) $ 44,583.00 (Proposed Budgeted Salary) $ 44,583.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other GRANT FUNDED

**POSITION Type:**

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

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

**TEMPORARY POSITIONS:**

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

| CIVIL SERVICE: | | FLSA: | |
|---|---|---|---|
| Exempt | ☑ | Exempt | ☐ |
| Non-Exempt | ☑ | Non-Exempt | ☑ |
| N/A | ☐ | | |

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

THIS POSITION IS NECESSARY TO APPROPRIATELY MEET PROGRAM ~~REQUIREMENTS~~ Requirements.

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

**POSITION RECLASIFICATION:** Explain change and /or increase in duties and responsibility. (Attach new job description)

**COMMENTS:** (Any comments you wish to make regarding this request)

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | |
|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | 6.24.13 DATE | FUNDING AVAILABLE IN DEPT. BUDGET | ☑ YES | ☐ NO |
| 2. | Esther A. Cortez HUMAN RESOURCES DIRECTOR | my Reclassification 06.25.13 DATE | PERSONNEL PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 07/01/2013 DATE | BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | | |

# UCP COORDINATOR II

## GRADE: 12

## GENERAL DESCRIPTION

Performs complex (journey-level) technical assistance in grant management work. Work consist of reviewing and documenting all phases of various community programs offered through Hidalgo County's Urban County department including assisting in the implementation of budget forms and other financial documents, program monitoring and reporting. May supervise the work of others.

## EXAMPLES OF WORK PERFORMED

Responsible for program implementation of various federal and state grant programs offered through the county's Urban County department

Responsible for preparing and reviewing applications for grant funding of various community programs

Prepare and recommend approval of project eligibility, environmental review, and citizen participation documents

Assists in the preparation of public notices and conducting public meetings

Analyze data for planning and publication

Coordinate funding deadlines with municipalities, citizen groups, and/or other community organizations

Maintain all related project documentation including but not limited to request for payments, procurement compliance, site visits and inspections, and bid process request

Prepares monthly, quarterly, and annual activity reports

Provides technical assistance and support regarding program rules and regulations to other local departments

May train and/or supervise other department employees

Performs all other related duties as assigned

## GENERAL QUALIFICATION GUIDELINES

### Experience and Education

Three to five (3-5) years of experience in direct administration of grant funds or work in the municipal or county environment preferred. Graduation from an accredited four-year

college or university with a Bachelor's degree in Political Science, Business Administration or related field is generally preferred; other degree majors may be considered. Two (2) years of experience maybe substituted for one (1) year of education.

**Certificates, Licenses & Registration**

Applicant must have a current valid Texas operator's driver's license

Must be able to be insured by the County's insurance carrier

**Knowledge, Skills, and Abilities**

Knowledge and experience in interpreting federal, state, and local rules and regulations

Knowledge of grant management

Knowledge and skill in the use of required computer software and other county computer systems

Excellent verbal and written communication skills

Proficient knowledge of professional letter writing

Knowledge of MS Word, Excel and 10-key calculator

## 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

RECEIVED
JUN 25 2013
HUMAN RESOURCES

# COUNTY OF HIDALGO
# URBAN COUNTY PROGRAM

## MEMORANDUM

TO: Esther Cortez, Human Resources Director

FROM: Diana R. Serna, Director

DATE: June 24, 2013

RE: New position request - UCP Coordinator II

The Urban County Program is requesting approval to create and include the following position in the inventory of positions of the Urban County Program. This position is funded through December 31, 2015 and/or upon exhaustion of grant funds:

1. Urban County Program - TxCDBG Disaster Recovery (Fund 1288)

| Slot No. | Position Title | Salary Amount |
|---|---|---|
| 0003 | UCP Coordinator II | $ 44,583.00 |

2. Approval to revised salary schedule.

Funds for proposed UCP Coordinator II position and related fringe benefit expenditures available, through the Urban County Program - TxCDBG Disaster Recovery funds (1288-463-00-006-1-XXX).

Should you have any questions, please feel free to contact me or Nydia Vega of my staff at 787-8127.

Thank you

Enclosures

# 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, July 09, 2013** **Agenda Item:** **39418**

**Summary of request/proposal:**
**TxCDBG Disaster Recovery (1288):**
**Approval to create the following regular full-time position(s):**

| Fund | Position | Slot# | Obj | Current Budgeted Salary | Proposed Budgeted Salary | Total Requested |
|---|---|---|---|---|---|---|
| 1288 | UCP Coordinator II | 0003 | 113 | 0.00 | 44,583.00 | 44,583.00 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | 0.00 | 44,583.00 | 44,583.00 |

**Budgetary Impact:**

| INCREASE/DECREASE ACCOUNT NUMBER | | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|---|
| 3-1288-463-00-250-006-1 | 113 | Urban County- TxCDBG Dis.Rec. | REG F/T EMPLOYEES | $21,522.83 |
| 3-1288-463-00-250-006-1 | 211 | Urban County- TxCDBG Dis.Rec. | HEALTH INSURANCE | $2,010.21 |
| 3-1288-463-00-250-006-1 | 212 | Urban County- TxCDBG Dis.Rec. | LIFE INSURANCE | $13.03 |
| 3-1288-463-00-250-006-1 | 220 | Urban County- TxCDBG Dis.Rec. | FICA | $1,646.50 |
| 3-1288-463-00-250-006-1 | 230 | Urban County- TxCDBG Dis.Rec. | RETIREMENT | $2,259.90 |
| 3-1288-463-00-250-006-1 | 250 | Urban County- TxCDBG Dis.Rec. | UNEMPLOYMENT COMP | $107.61 |
| 3-1288-463-00-250-006-1 | 260 | Urban County- TxCDBG Dis.Rec. | WORKER'S COMP | $17.22 |
| | | | | |
| | | | 2013 Budgetary Impact | $27,577.30 |

2014 Budgetary Impact: $57,124.41

**Possible Funding Sources:** Within TxCDBG Disaster Recovery Grant Funds.

**Comments:**

| |
|---|
| |
| |
| |
| |

Hidalgo Co. Budget Office
2/3/2005

# HIDALGO COUNTY
## COMMISSIONER COURT
## 2013 SALARY SCHEDULE

**3-1288-463-00-250-006-1**

**AI - 39418**

**TxCDBG Disaster Recovery**

| Slot # | Obj Code | POSITION TITLE | 2012 BUDGETED SALARY | 2013 ADJUSTED SALARY | 2013 BASE SALARY | % Inc. | AMOUNT INCREASE | OTHER INCREASE | 2013 BUDGETED SALARY APPROVED | 2013 ACTUAL SALARY | Other Allowances | | | | | 2013 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| 0001 | 113 | UCP COORDINATOR I | $37,109.00 | $0.00 | $37,109.00 | 0.03 | $1,113.00 | $0.00 | $38,222.00 | $38,222.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $38,222.00 |
| 0002 | 113 | UCP COORDINATOR I | $37,109.00 | $0.00 | $37,109.00 | 0.03 | $1,113.00 | $0.00 | $38,222.00 | $38,222.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $38,222.00 |
| | | **CREATE THE FOLLOWING POSITION:** | | | | | | | | | | | | | | |
| 0003 | 113 | UCP COORDINATOR II | $0.00 | $44,583.00 | $44,583.00 | | $0.00 | $0.00 | $44,583.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| | | | $74,218.00 | $44,583.00 | $118,801.00 | | $2,226.00 | $0.00 | $121,027.00 | $76,444.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $76,444.00 |

**PERSONNEL ACTIONS HIGHLIGHTED ABOVE ARE PENDING CC APPROVAL.**

**AI-39414** **Human Resources 11. E.**

**CC REGULAR**

**Meeting Date:** 07/09/2013

**Submitted By:** Nereida Garza, HUMAN RESOURCES/CIVIL SERVICE

**Department:** HUMAN RESOURCES/CIVIL SERVICE

## Information

### CAPTION

Constable Pct. # 2 (1100):

1. Approval to create the following full time position:

| Slot No. | Position Title | Budgeted Salary |
|---|---|---|
| 0015 | Sergeant (step 1) | $47,359.00 |

2. Approval of revised salary schedule.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** UNDETERMINED

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

**BUDGETARY IMPACT:**

WILL REQUIRE ADDITIONAL FUNDS; FUNDING UNDETERMINED.

## Attachments

FISCAL NOTE

REVISED SALARY SCHEDULE

PAR

JOB DESCRIPTION

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/25/2013 02:03 PM |
| Rosalinda Cantu | Rosie Cantu | 07/01/2013 04:03 PM |
| Obdett Calzada | Obdett Calzada | 07/01/2013 04:19 PM |
| Purchasing Department | Monica Badillo | 07/02/2013 05:15 PM |

Form Started By: Nereida Garza Started On: 06/25/2013 09:14 AM

Final Approval Date: 07/02/2013

# HIDALGO COUNTY
## DEPARTMENT OF BUDGET & MANAGEMENT
### FISCAL NOTE

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

**To:** **Commissioner' Court**
**From:** **Sergio Cruz, Budget Officer**
**CC Date:** **Tuesday, July 09, 2013** **Agenda Item:** 39414

**Summary of request/proposal:**
CONST PCT 2:
Approval of the following personnel actions:

| Fund | Position | Slot# | Obj | Current Budgeted Salary | Proposed Budgeted Salary | Total Requested |
|---|---|---|---|---|---|---|
| 1100 | SERGEANT (STEP I) | 0015 | 113 | 0.00 | 47,359.00 | 47,359.00 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | 0.00 | 47,359.00 | 47,359.00 |

**Budgetary Impact:**

| INCREASE/DECREASE ACCOUNT NUMBER | | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|---|
| 3-1100-421-00-292-001-0- | 113 | CONSTABLE PCT.2- | REG F/T EMPLOYEES | $22,862.97 |
| 3-1100-421-00-292-001-0- | 211 | CONSTABLE PCT.2- | HEALTH INSURANCE | $2,010.21 |
| 3-1100-421-00-292-001-0- | 212 | CONSTABLE PCT.2- | LIFE INSURANCE | $13.03 |
| 3-1100-421-00-292-001-0- | 220 | CONSTABLE PCT.2- | FICA | $1,749.02 |
| 3-1100-421-00-292-001-0- | 230 | CONSTABLE PCT.2- | RETIREMENT | $2,400.61 |
| 3-1100-421-00-292-001-0- | 250 | CONSTABLE PCT.2- | UNEMPLOYMENT COMP | $114.31 |
| 3-1100-421-00-292-001-0- | 260 | CONSTABLE PCT.2- | WORKER'S COMP | $180.62 |
| | | | | |
| | | | 2013 Budgetary Impact | $29,330.77 |

2014 Budgetary Impact: $60,756.60

**Possible Funding Sources:** UNDETERMINED

**Comments:**

| |
|---|
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| |
| |

# HIDALGO COUNTY
## COMMISSIONER COURT
## 2013 SALARY SCHEDULE

**3-1100-421-00-292-001-0-**

**AI - 39414**

**CONSTABLE PCT 2**

| Slot # | Obj Code | POSITION TITLE | 2012 BUDGETED SALARY | 2013 ADJUSTED SALARY | 2013 BASE SALARY | % Inc. | AMOUNT INCREASE | OTHER INCREASE | 2013 BUDGETED SALARY APPROVED | 2013 ACTUAL SALARY | Other Allowances | | | | | 2013 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| 0001 | 111 | CONSTABLE | $68,190.00 | $11,810.00 | $80,000.00 | 0 | $0.00 | $0.00 | $80,000.00 | $80,000.00 | $0.00 | $0.00 | $2,400.00 | $14,000.00 | $0.00 | $96,400.00 |
| 0002 | 113 | CHIEF DEPUTY CONSTABLE I STEP II | $48,279.00 | $1,690.00 | $49,969.00 | 0.03 | $1,499.00 | $0.00 | $51,468.00 | $51,468.00 | $1,440.00 | $0.00 | $3,000.00 | $0.00 | $0.00 | $55,908.00 |
| 0003 | 113 | DEPUTY CONSTABLE STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $780.00 | $0.00 | $1,200.00 | $0.00 | $0.00 | $42,490.00 |
| 0004 | 113 | SR. DEPUTY CONSTABLE STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.32 | $0.00 | $47,734.00 | $47,734.00 | $780.00 | $0.00 | $0.00 | $0.00 | $0.00 | $48,514.00 |
| 0005 | 113 | DEPUTY CONSTABLE STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $0.00 | $0.00 | $2,400.00 | $0.00 | $0.00 | $42,910.00 |
| 0006 | 113 | SR. DEPUTY CONSTABLE STEP I | $41,800.00 | $1,463.00 | $43,263.00 | 0.03 | $1,298.00 | $0.00 | $44,561.00 | $43,054.00 | $360.00 | $0.00 | $2,400.00 | $0.00 | $0.00 | $45,814.00 |
| 0007 | 113 | DEPUTY CONSTABLE STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $0.00 | $0.00 | $1,200.00 | $0.00 | $0.00 | $41,710.00 |
| 0008 | 113 | ADMINISTRATIVE ASSISTANT I | $23,385.00 | $0.00 | $23,385.00 | 0.03 | $702.00 | $0.00 | $24,087.00 | $24,087.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $24,087.00 |
| 0009 | 113 | DEPUTY CONSTABLE STEP I | $36,480.00 | $1,520.00 | $38,000.00 | 0.03 | $1,140.00 | $0.00 | $39,140.00 | $39,140.00 | $0.00 | $0.00 | $600.00 | $0.00 | $0.00 | $39,740.00 |
| 0010 | 113 | DEPUTY CONSTABLE | $0.00 | $38,000.00 | $38,000.00 | 0.03 | $1,140.00 | $0.00 | $39,140.00 | $37,574.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37,574.00 |
| 0011 | 113 | DEPUTY CONSTABLE | $0.00 | $38,000.00 | $38,000.00 | 0.03 | $1,140.00 | $0.00 | $39,140.00 | $37,574.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37,574.00 |
| 0012 | 113 | DEPUTY CONSTABLE STEP II | $0.00 | $40,510.00 | $40,510.00 | 0 | $0.00 | $0.00 | $40,510.00 | $40,510.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $40,510.00 |
| 0013 | 113 | DEPUTY CONSTABLE STEP II | $0.00 | $40,510.00 | $40,510.00 | 0 | $0.00 | $0.00 | $40,510.00 | $40,510.00 | $0.00 | $0.00 | $2,700.00 | $0.00 | $0.00 | $43,210.00 |
| 0014 | 113 | ADMINISTRATIVE ASSISTANT II | $0.00 | $31,045.00 | $31,045.00 | 0 | $0.00 | $0.00 | $31,045.00 | $31,045.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $31,045.00 |
| **0015** | **113** | **CREATE THE FOLLOWING FULL TIME POSITION SERGEANT (STEP I)** | **$0.00** | **$47,359.00** | **$47,359.00** | **0** | **$0.00** | **$0.00** | **$47,359.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |
| | | **TOTAL** | **$376,911.00** | **$257,464.00** | **$634,375.00** | | **$11,849.32** | **$0.00** | **$646,224.00** | **$594,226.00** | **$3,360.00** | **$0.00** | **$15,900.00** | **$14,000.00** | **$0.00** | **$627,486.00** |

**Approval of the above highlighted personnel action.**
**All personnel action(s) pending CC approval.**

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
JUN 13 2013
HUMAN RESOURCES

**DEPARTMENT NAME/NUMBER:** Hidalgo County Constable Pct. 2 292-001

**DATE:** June 12, 2013

**CURRENT POSITION TITLE:** N/A

**CURRENT SLOT. #:** 0015

**REQUESTED POSITION TITLE:** Sergeant (Step 1)
**(For new positions or reclassifications)**

**REQUEST FOR:**

☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

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

**POSITION SALARY REQUEST:**

Salary Amount: $ 0 (Current Budgeted Salary) $ 47,359.00 (Proposed Budgeted Salary) $ 47,359.00 (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 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

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

**TEMPORARY POSITIONS:**

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

| CIVIL SERVICE: | | FLSA: | |
|---|---|---|---|
| Exempt | ☐ | Exempt | ☐ |
| Non-Exempt | ☑ | Non-Exempt | ☑ |
| N/A | ☐ | | |

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

As per Hidalgo County Constable Pay Scale effective 01/01/2013, Constable Precincts with 8 to 12 Deputies are authorized one (1) Sergeant position and those with 12 or more deputies are authorized 2 Sergeants positions. Precinct 2 Constables Office currently has 10 Deputy Constables which merits a Sergeants position. Sergeant will implement, supervise and coordinate the daily duties carried out by Precinct 2 personnel.

(See Attached Pay Scale)

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

See attached job description

**POSITION RECLASIFICATION:** Explain change and /or increase in duties and responsibility. (Attach new job description)

N/A

**ADDITIONAL DUTIES:** Explain reason for additional duties and attach list of additional duties.

N/A

**COMMENTS:** (Any comments you wish to make regarding this request)

This would be a new Sergeants Position requiring funding.

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

Will require additional funds.

| | | | | | |
|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | 06/12/2013 DATE | FUNDING AVAILABLE IN DEPT. BUDGET | ☐ YES | ☑ NO |
| 2. | HUMAN RESOURCES DIRECTOR | 6-25-13 DATE | PERSONNEL PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 07/01/2013 DATE | BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | | |

# HIDALGO COUNTY CONSTABLE PRECINCTS: [Effective January 1, 2013]

## CONSTABLES

| POSITION | Probationary | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 | STEP 9 | STEP 10 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Years of Service | | 1 | 2 | 3 | 4 | 5 | 6 | 8 | 12 | 16 | 20 |
| Deputy Constable | $37,574 | $39,140 | $40,510 | | | | | | | | |
| Senior Deputy Constable | | $43,054 | $44,561 | $46,120 | $47,734 | $49,405 | $51,134 | $53,692 | $59,060 | $64,966 | $71,463 |
| *Sergeant | | $47,359 | $49,017 | $50,733 | $52,508 | $54,346 | $56,248 | $59,060 | $64,966 | $71,463 | $78,610 |
| Chief Deputy Constable I | | $49,727 | $51,468 | $53,270 | $55,134 | $57,063 | $59,060 | $62,013 | $68,215 | $75,037 | $82,540 |
| **Chief Deputy Constable II | | $52,095 | $53,918 | $55,805 | $57,759 | $59,780 | $61,873 | $64,966 | $71,463 | $78,610 | $86,471 |

**SUPPLEMENTAL PAY PROGRAM:**

**Education Program:**

| | Annual | Monthly | Bi-weekly |
|---|---|---|---|
| Associates Degree | $ 1,200.00 | $ 100.00 | $ 46.15 |
| Bachelor's Degree | $ 1,500.00 | $ 125.00 | $ 57.69 |
| Master's Degree | $ 1,800.00 | $ 150.00 | $ 69.23 |

**TCLEOSE Certification:**

| | Annual | Monthly | Bi-Weekly |
|---|---|---|---|
| Intermediate | $ 600.00 | $50.00 | $23.08 |
| Advance | $1,200.00 | $100.00 | $46.15 |
| Masters | $1,800.00 | $150.00 | $69.23 |

**CIVIL PROCESS Certification:**

| | | | |
|---|---|---|---|
| Annual | 1200 | $100.00 | $46.15 |

*Constable Precincts with 8 - 12 Deputies are authorized one (1) Sergeant Position.
Constable Precincts with 12 or more Deputies are authorized two (2) Sergeant Positions. Maximum 2 Sergeant Positions per precinct.

** Only Constable Precincts with 12 or more Deputies.

# HIDALGO COUNTY
# CONSTABLE PRECINCT 2 OFFICE

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# SERGEANT

**SUMMARY:**
May be assigned to patrol, narcotics, court processes or criminal investigation work. Depending on area to which assigned, may perform primarily undercover and surveillance work, patrol work, civil and criminal process serving or investigating work.

**ESSENTIAL DUTIES AND RESPONSIBILITES:**
Depending on the area of criminal enforcement to which assigned, may perform any of the following duties:

- Patrol an assigned area, generally by vehicle, to prevent crimes and enforce laws and regulations;
- Respond to emergency calls and routine complaints and take action as necessary;
- Issue traffic citations and direct traffic;
- Investigate traffic accidents and crimes against persons and property and assist federal, state and local law enforcement officials;
- Keeps records of activities and makes reports concerning crimes, complaints, accidents, and investigations;
- Files cases with district attorney or U.S. attorneys;
- Make lawful arrests for violation of laws for the State of Texas and local governments ordinance and/or resolution;
- Serve felony, misdemeanor and mental commitment warrants and make arrests;
- Serve court papers including writs, summons, subpoenas, capias, etc;
- Question witnesses and suspects and take statements;
- Assist other law enforcement agencies as needed;
- Meets with informants and conducts undercover narcotics investigations;
- Conducts background investigations on applications for law enforcements and correction positions;
- Gathers and labels evidence, taikes photographs and fingerprints, guards and transports prisoners and testifies in court;
- May address and work with community groups to promote good public relations and to inform citizens of police activities and crime prevention;
- May be responsible for animal control, especially relating to cattle on roadways;
- Return persons who have been arrested in Hidalgo County to other locations in and out and out of state;
- Approved subordinates reports and insure subordinates complete their daily assigned duties;
- Regular attendance is a must;
- Ability to work with others.

**SUPERVIOSRY RESPONSIBILITIES:**

- Will supervise those investigations, deputy constable's, communication officer, and civilian personnel that have been placed in his/her charge;
- Will ensure that subordinate personnel in his/her charge carry out day to day duties as defined by job description, level of responsibilities; department goals, and applicable federal and state laws;
- Shall report both orally and in written form, poor job performance, violations of department policy, and violations of federal and state laws involving and subordinate or officer of same of higher rank, through established chain of command;

**QUALIFICATION REQUIREMENTS:**

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

**EDUCATION and/or EXPERIENCE**

- High School Diploma or general education degree (GED)
- Four (4) years experience as a Peace Officer immediately preceding the date of application;
- Applications for employee should reflect any increases in responsibilities during previous or current employment;
- Bilingual is preferred.

**CERTIFICATES, LICENSES, REGISTRATIONS**

- Applicant must posses a current Peace Officer Certification immediately preceding the date of application;
- Application for employment should reflect any increases in responsibilities during previous or current employment.
- Bilingual is preferred.

**OTHER SKILLS AND ABILITIES**

- Ability to understand and follow written and oral instructions, departmental policy, rules, regulations and laws;
- Ability to establish and maintain effective working relationships with other county employees and officials, law enforcements agencies and the general public;
- Ability to analyze situations and adopt a quick, effective and reasonable course of action;
- Ability to write clear and concise reports and to maintain complete records as required;
- Ability to learn the use and care of vehicles, firearms, and specialized equipment;
- Ability to communicate effectively orally or in writing;
- Good physical condition;
- Ability to solve basic mathematical problems involving addition, subtraction, multiplication and division;
- Ability to use decimals and percentages in solving such problems;
- Ability to speak, read, and write in English;

- Ability to read and interpret documents such as safety rules, operating and maintenance instructions and procedure manuals;
- Ability to write routine reports and correspondence;
- Ability to speak effectively before groups of employees or organizations;
- Ability to also speak and write in Spanish preferred;
- Ability to solve pratical problems and deal with a variety of concrete variables in situations where only limited standardizations exists;
- Ability to interpret a variety of instructions furnished in written, oral, diagram or schedule form;
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the county.

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

While performing the duties of this job, the employee is required to stand, walk, talk and hear. The employee frequently is required to sit; use hands to finger, handle or feel objects, tools or controls; reach with hands and arms; stoop, kneel, crouch or crawl. Employee subdues and restrains uncooperative inmates, runs, climb stairs, pushes heavy doors, handles and distributes heavy food/drink containers.

The employee must regularly lift and/or move up to ten (10) pounds, occasionally lift and/or move up to twenty-five (25) pounds, and in emergency situations, lift inmates with body weight ranging from 100 to 250 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. Employee utilizes all visual abilities to keep and maintain control of inmates.

**WORK ENVIRONMENT:**
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

While performing the duties of this job, the employee frequently works near moving mechanical parts such as the doors and gates throughout the prison. The employee is occasionally exposed to fumes and airborne particles. The risk of electrical shock is present because of the large amount of electrical equipment which the officer encounters during the shift. The employee may be required to work outdoors or in areas where temperatures could exceed 100 degrees Fahrenheit or below 0 degrees Fahrenheit.

The noise level in the work environment is usually moderate.

**SAFETY REQUIREMENTS:**
Maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include the following:
- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Approved 2001

Maintain effective audio-visual discrimination and perception needed for:

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

**ACCIDENT PREVENTION PROGRAM:**

Required to follow all department's safety regulations.

Approved 2001

**AI-39417** **Human Resources 11. F.**

**CC REGULAR**

**Meeting Date:** 07/09/2013

**Submitted By:** Nereida Garza, HUMAN RESOURCES/CIVIL SERVICE

**Department:** HUMAN RESOURCES/CIVIL SERVICE

## Information

### CAPTION

Pct 1 Administration & Rd Maintenance (1200):

1. Approval of the following personnel actions:

| Action | Prgm. | Slot No. | Position Title | Budgeted Salary |
|---|---|---|---|---|
| Delete | Rd Admin | 0012 | Administrative Assistant IV | $49,440.00 |
| Create | Rd Maint | 0140 | Assistant Field Operations Director | $49,440.00 |

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

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** See Below

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

**BUDGETARY IMPACT:**

**PCT. 1 ADMINISTRATION - Acct #3-1200-431-00-121-004-0-XXX**

*No Budgetary Impact - Available funds from deletion of position transferred to Rd. Maintenance. Pending interdept. transfer approval.*

**PCT. 1 RD MAINTENANCE - Acct #3-1200-431-00-121-005-0-XXX**

*No Budgetary Impact - Administration funds.*

## Attachments

PARS

Job Description

Fiscal Note

Revised salary schedules

Interdept.

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/26/2013 11:21 AM |
| Sylvia Solis | Sylvia Solis | 06/28/2013 04:20 PM |
| Rosalinda Cantu | Rosie Cantu | 07/01/2013 01:57 PM |
| Auditor's Office | Obdett Calzada | 07/01/2013 02:50 PM |
| Purchasing Department | Obdett Calzada | 07/01/2013 02:51 PM |
| Obdett Calzada | Obdett Calzada | 07/01/2013 02:52 PM |

Auditor's Office Monica Badillo 07/02/2013 05:15 PM

Form Started By: Nereida Garza Started On: 06/25/2013 11:35 AM

Final Approval Date: 07/02/2013

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
JUN 21 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: PCT. 1 ROAD ADMIN. (121-004) DATE: 6/21/2013

CURRENT POSITION TITLE: ADMINISTRATIVE ASSISTANT IV CURRENT SLOT #: 12

REQUESTED POSITION TITLE:

**REQUEST FOR:**

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [x] Other DELETION OF POSITION

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

**POSITION SALARY REQUEST:**

Salary Amount:

$ 49,440.00 Current G&S/ Budgeted Salary $ Proposed G&S/ Budgeted Salary $ (49,440.00) Net Change

Position to be funded from one of the following:

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

[ ] Other

**POSITION Type:**

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

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

**TEMPORARY POSITIONS:** N/A

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

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

FLSA:
Exempt [ ]
Non-Exempt [X]

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

Upon evaluation of the Department, it is determined that this position be deleted to create a position to assist with the essential needs of the department.

**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)

**COMMENTS:** (Any comments you wish to make regarding this request)

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | 6-21-13 Date | FUNDING AVAILABLE IN DEPT. BUDGET | [X] | YES | [ ] | NO |
| 2. | HUMAN RESOURCES DIRECTOR | 6/25/13 Date | PERSONNEL PROCEDURES COMPLETED | [✓] | YES | [ ] | NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 06/25/2013 Date | BUDGET PROCEDURES COMPLETED | [✓] | YES | [ ] | NO |
| 4. | COMMISSIONERS' COURT APPROVAL | Date | | | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
JUN 25 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: PCT. 1 ROAD MAINTENANCE (121-005) DATE: 6/21/20013

CURRENT POSITION TITLE: CURRENT SLOT #: 0140

REQUESTED POSITION TITLE: ASSISTANT FIELD OPERATIONS DIRECTOR

**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:

| $ 0.00 | $ 49,440.00 | $ 49,440.00 |
|---|---|---|
| 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)

Upon evaluation of the Department it is determined that this position is needed to assist with the Department's high demand of workload.

**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)

**COMMENTS:** (Any comments you wish to make regarding this request)

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | 6-21-13 Date | FUNDING AVAILABLE IN DEPT. BUDGET | [X] | YES | [ ] | NO |
| 2. | HUMAN RESOURCES DIRECTOR | 6/25/13 Date | PERSONNEL PROCEDURES COMPLETED | [✓] | YES | [ ] | NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 06/28/2013 Date | BUDGET PROCEDURES COMPLETED | [✓] | YES | [ ] | NO |
| 4. | COMMISSIONERS' COURT APPROVAL | Date | | | | | |

# HIDALGO COUNTY
# ROAD & BRIDGE
# PAVED/UNPAVED

Job Title: Assistant Field Operations Director FLSA Status: Non-Exempt

Department: 2121, 2521, 3121, 3521 Civil Service Status: Non-Exempt

## SUMMARY

This is a highly confidential position which requires decision making and county policy implementation. This is a supervisory position and the incumbent must demonstrate on-going competence in being able to delegate responsibility as well as instruct and train employees on proper shop procedure and proper equipment/tool handling and training.

## ESSENTIAL DUTIES AND RESPONSIBILITIES

- Assists in the supervision of all precinct road and bridge crews as directed.
- Assists in scheduling work projects, fueling equipment, trouble shooting problem area, maintain county logs and keep inventory of all equipment and supplies.
- Employee may be required to work evenings and weekends as needed.
- Assists in writing specifications for new vehicles and oversees their distribution within the department.
- Assists in writing specifications for new equipment to be purchased.
- Maintains a working relationship with various vendors for sublet work and parts purchased.
- Supervises schedules for subordinate personnel.
- Regular attendance is a must.
- Ability to work well with others.

## QUALIFICATION REQUIREMENTS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

## EDUCATION and/or EXPERIENCE

- High school diploma or general education degree (GED) and minimum of two years of supervisory experience; or
- Any equivalent combination of experience and training which provides the required knowledge, skills and abilities.

## CERTIFICATES, LICENSES, REGISTRATIONS

- Must possess a valid Texas Drivers License, Class C;
- Must be able to be insured by the County's insurance carrier.

## OTHER SKILLS AND ABILITIES

- Must be able to supervise and evaluate employees.
- Knowledge of standard practices, methods and skills in the use and care of tools, equipment and materials of vehicle maintenance.
- Knowledge of purchasing and of hazards and safety precautions.
- Ability to establish and maintain working relationships with other county employees, officials and the public.
- Bilingual ability (Spanish and English) with the ability to converse in both languages, preferred.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

## PHYSICAL DEMANDS

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

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

The employee must occasionally lift and/or move over fifty (50) pounds. Specific vision abilities equired 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 ncounters while performing the essential functions of this job. While performing the duties of this ob, the employee occasionally works near moving mechanical parts, outside weather conditions and s occasionally exposed to fumes or airborne particles and hazardous materials. Employee is requently exposed to solar radiation when carrying out essential duties.

The noise level in the work environment is usually moderate to loud.

## SAFETY REQUIREMENTS

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

- sitting and 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 work environments and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

**ACCIDENT PREVENTION PROGRAM**

Required to follow all department's safety regulations.

# HIDALGO COUNTY
## 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, July 09, 2013** **Agenda Item:** 39417

**Summary of request/proposal:**
PCT. 1 ADMINISTRATION & RD. MAINTENANCE (1200):
Approval to delete and/or create the following full-time positions:

RD ADMINSTRATION (1200):

| Fund | Position | Slot# | Obj | Current Budgeted Salary | Adjustment Requested | Total Requested |
|---|---|---|---|---|---|---|
| 1200 | ADMINISTRATIVE ASSISTANT IV | 0012 | 113 | 49,440.00 | 0.00 | (49,440.00) |
| | | | | | | |
| | | | | 49,440.00 | 0.00 | (49,440.00) |

**Budgetary Impact:**

| INCREASE/DECREASE ACCOUNT NUMBER | | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|---|
| 3-1200-431-00-121-004-0- | 113 | PCT 1 ADMINISTRATION - | REG F/T EMPLOYEES | ($23,867.59) |
| 3-1200-431-00-121-004-0- | 211 | PCT 1 ADMINISTRATION - | HEALTH INSURANCE | ($2,010.21) |
| 3-1200-431-00-121-004-0- | 212 | PCT 1 ADMINISTRATION - | LIFE INSURANCE | ($13.03) |
| 3-1200-431-00-121-004-0- | 220 | PCT 1 ADMINISTRATION - | FICA | ($1,825.87) |
| 3-1200-431-00-121-004-0- | 230 | PCT 1 ADMINISTRATION - | RETIREMENT | ($2,506.10) |
| 3-1200-431-00-121-004-0- | 250 | PCT 1 ADMINISTRATION - | UNEMPLOYMENT COMP | ($119.34) |
| 3-1200-431-00-121-004-0- | 260 | PCT 1 ADMINISTRATION - | WORKER'S COMP | ($11.93) |
| | | | 2013 Budgetary Impact | ($30,354.07) |

2014 Budgetary Impact: ($62,876.28)

**Possible Funding Sources:** AVAILABLE FUNDS TRANSFERRED TO RD MAINTENANCE, PENDING APPROVAL OF INTERDEPT. TRANSFER

RD MAINTENANCE (1200):

| Fund | Position | Slot# | Obj | Current Budgeted Salary | Adjustment Requested | Total Requested |
|---|---|---|---|---|---|---|
| 1200 | ASSISTANT FIELD OPERATIONS DIRECTOR | 0140 | 113 | 0.00 | 49,440.00 | 49,440.00 |
| | | | | | | |
| | | | | 0.00 | 49,440.00 | 49,440.00 |

**Budgetary Impact:**

| INCREASE/DECREASE ACCOUNT NUMBER | | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|---|
| 3-1200-431-00-121-005-0- | 113 | PCT 1 RD MAINTENANCE - | REG F/T EMPLOYEES | $23,867.59 |
| 3-1200-431-00-121-005-0- | 211 | PCT 1 RD MAINTENANCE - | HEALTH INSURANCE | $2,010.21 |
| 3-1200-431-00-121-005-0- | 212 | PCT 1 RD MAINTENANCE - | LIFE INSURANCE | $13.03 |
| 3-1200-431-00-121-005-0- | 220 | PCT 1 RD MAINTENANCE - | FICA | $1,825.87 |
| 3-1200-431-00-121-005-0- | 230 | PCT 1 RD MAINTENANCE - | RETIREMENT | $2,506.10 |
| 3-1200-431-00-121-005-0- | 250 | PCT 1 RD MAINTENANCE - | UNEMPLOYMENT COMP | $119.34 |
| 3-1200-431-00-121-005-0- | 260 | PCT 1 RD MAINTENANCE - | WORKER'S COMP | $11.93 |
| | | | 2013 Budgetary Impact | $30,354.07 |

2014 Budgetary Impact: $62,876.28

**Possible Funding Sources:** ADMINISTRATION FUNDS - FROM DELETION OF POSITION, PENDING APPROVAL OF INTERDEPT. TRANSFER

**Comments:**

| |
|---|
| |
| |

# HIDALGO COUNTY
## COMMISSIONER COURT
## 2013 SALARY SCHEDULE

**3-1200-431-00-121-004-0**

**AI - 39417**

**PCT. 1 ADMINISTRATION**

| Slot # | Obj Code | POSITION TITLE | 2012 BUDGETED SALARY | 2013 ADJUSTED SALARY | 2013 BASE SALARY | % Inc. | AMOUNT INCREASE | OTHER INCREASE | 2013 BUDGETED SALARY APPROVED | 2013 ACTUAL SALARY | Other Allowances | | | | | 2013 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| 0001 | 113 | CHIEF ADMINISTRATOR | $85,000.00 | $0.00 | $85,000.00 | 0.03 | $2,550.00 | $0.00 | $87,550.00 | $87,550.00 | $1,440.00 | $0.00 | $0.00 | $0.00 | $0.00 | $88,990.00 |
| 0002 | 113 | DIRECTOR OF MANAGEMENT SUPPORT | $65,000.00 | $0.00 | $65,000.00 | 0.03 | $1,950.00 | $0.00 | $66,950.00 | $66,950.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $66,950.00 |
| 0005 | 113 | COMMUNITY LIAISON | $55,000.00 | $0.00 | $55,000.00 | 0.03 | $1,650.00 | $0.00 | $56,650.00 | $51,500.00 | $360.00 | $0.00 | $0.00 | $0.00 | $0.00 | $51,860.00 |
| 0006 | 113 | PERSONNEL SPECIALIST | $52,000.00 | $0.00 | $52,000.00 | 0.03 | $1,560.00 | $0.00 | $53,560.00 | $53,560.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $53,860.00 |
| 0008 | 113 | CLERK IV | $37,000.00 | $0.00 | $37,000.00 | 0.03 | $1,110.00 | $0.00 | $38,110.00 | $38,110.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $38,110.00 |
| 0009 | 113 | CLERK IV | $37,000.00 | $0.00 | $37,000.00 | 0.03 | $1,110.00 | $0.00 | $38,110.00 | $38,110.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $38,110.00 |
| ~~0012~~ | ~~113~~ | ~~ADMINISTRATIVE ASSISTANT IV~~ | ~~$48,000.00~~ | ~~$0.00~~ | ~~$48,000.00~~ | ~~0.03~~ | ~~$1,440.00~~ | ~~$0.00~~ | ~~$49,440.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ |
| 0013 | 113 | CLERK | $27,500.00 | $0.00 | $27,500.00 | 0.03 | $825.00 | $0.00 | $28,325.00 | $28,325.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,325.00 |
| 0014 | 113 | CALL CENTER MANAGER | $51,000.00 | $0.00 | $51,000.00 | 0.03 | $1,530.00 | $0.00 | $52,530.00 | $52,530.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $52,530.00 |
| 0015 | 113 | ADMINISTRATIVE ASSISTANT III | $36,000.00 | $0.00 | $36,000.00 | 0.03 | $1,080.00 | $0.00 | $37,080.00 | $37,080.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37,080.00 |
| 0016 | 114 | CLERK | $27,500.00 | $0.00 | $27,500.00 | 0.03 | $825.00 | $0.00 | $28,325.00 | $28,325.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,325.00 |
| | | | $521,000.00 | $0.00 | $521,000.00 | | $15,630.00 | $0.00 | $536,630.00 | $482,040.00 | $2,100.00 | $0.00 | $0.00 | $0.00 | $0.00 | $484,140.00 |

**Approval to delete one (1) Administrative Assistant IV position, slot no. 0012, budgeted salary $49,440.00.**
**Personnel action pending CC approval.**

# HIDALGO COUNTY
## COMMISSIONER COURT
## 2013 SALARY SCHEDULE

**3-1200-431-00-121-005-0**

**AI - 39417**

**PCT. 1 RD MAINTENANCE**

| Slot # | Obj Code | POSITION TITLE | 2012 BUDGETED SALARY | 2013 ADJUSTED SALARY | 2013 BASE SALARY | % Inc. | AMOUNT INCREASE | OTHER INCREASE | 2013 BUDGETED SALARY APPROVED | 2013 ACTUAL SALARY | Other Allowances | | | | | 2013 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| 0012 | 113 | SP/PROJ COORD | $39,322.00 | $0.00 | $39,322.00 | 0.03 | $1,179.66 | $0.00 | $40,502.00 | $40,502.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $40,502.00 |
| 0019 | 113 | TRUCK DRIVER I | $34,167.00 | $0.00 | $34,167.00 | 0.03 | $1,025.01 | $0.00 | $35,192.00 | $35,192.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $35,192.00 |
| 0020 | 113 | HEAVY EQUIPMENT OPERATOR III | $34,167.00 | $0.00 | $34,167.00 | 0.03 | $1,025.01 | $0.00 | $35,192.00 | $35,192.00 | $1,560.00 | $0.00 | $0.00 | $0.00 | $0.00 | $36,752.00 |
| 0022 | 113 | HEAVY EQUIPMENT OPERATOR I | $34,167.00 | $0.00 | $34,167.00 | 0.03 | $1,025.01 | $0.00 | $35,192.00 | $35,192.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $35,192.00 |
| 0023 | 113 | MAINTENANCE III | $34,167.00 | $0.00 | $34,167.00 | 0.03 | $1,025.00 | $0.00 | $35,192.00 | $35,192.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $35,192.00 |
| 0024 | 113 | MAINTENANCE II | $34,167.00 | $0.00 | $34,167.00 | 0.03 | $1,025.01 | $0.00 | $35,192.00 | $35,192.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $35,192.00 |
| 0025 | 113 | MAINTENANCE III | $34,167.00 | $0.00 | $34,167.00 | 0.03 | $1,025.01 | $0.00 | $35,192.00 | $35,192.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $35,192.00 |
| 0029 | 113 | MECHANIC II | $32,578.00 | $0.00 | $32,578.00 | 0.03 | $977.34 | $0.00 | $33,555.00 | $33,555.00 | $600.00 | $0.00 | $0.00 | $0.00 | $0.00 | $34,155.00 |
| 0030 | 113 | HEAVY EQUIPMENT OPERATOR II | $31,771.00 | $0.00 | $31,771.00 | 0.03 | $953.13 | $0.00 | $32,724.00 | $32,724.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $32,724.00 |
| 0036 | 113 | HEAVY EQUIPMENT OPERATOR II | $29,852.00 | $0.00 | $29,852.00 | 0.03 | $896.00 | $0.00 | $30,748.00 | $30,748.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $30,748.00 |
| 0037 | 113 | MAINTENANCE II | $29,852.00 | $0.00 | $29,852.00 | 0.03 | $896.00 | $0.00 | $30,748.00 | $30,748.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $30,748.00 |
| 0038 | 113 | HEAVY EQUIPMENT OPERATOR II | $29,852.00 | $0.00 | $29,852.00 | 0.03 | $895.56 | $0.00 | $30,748.00 | $30,748.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $30,748.00 |
| 0039 | 113 | TRUCK DRIVER III | $29,031.00 | $0.00 | $29,031.00 | 0.03 | $870.93 | $0.00 | $29,902.00 | $29,902.00 | $420.00 | $0.00 | $0.00 | $0.00 | $0.00 | $30,322.00 |
| 0041 | 113 | TRUCK DRIVER III | $28,026.00 | $0.00 | $28,026.00 | 0.03 | $841.00 | $0.00 | $28,867.00 | $28,867.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,867.00 |
| 0043 | 113 | TRUCK DRIVER III | $27,562.00 | $0.00 | $27,562.00 | 0.03 | $826.86 | $0.00 | $28,389.00 | $28,389.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,389.00 |
| 0044 | 113 | TRUCK DRIVER I | $26,607.00 | $0.00 | $26,607.00 | 0.03 | $798.00 | $0.00 | $27,405.00 | $27,405.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $27,405.00 |
| 0046 | 113 | HEAVY EQUIPMENT OPERATOR I | $26,334.00 | $0.00 | $26,334.00 | 0.03 | $790.02 | $0.00 | $27,124.00 | $27,124.00 | $720.00 | $0.00 | $0.00 | $0.00 | $0.00 | $27,844.00 |
| 0049 | 113 | TRUCK DRIVER III | $26,000.00 | $0.00 | $26,000.00 | 0.03 | $780.00 | $0.00 | $26,780.00 | $26,780.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,780.00 |
| 0053 | 113 | MAINTENANCE I | $25,236.00 | $0.00 | $25,236.00 | 0.03 | $757.00 | $0.00 | $25,993.00 | $25,993.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $25,993.00 |
| 0055 | 113 | DATA ENTRY CLERK | $23,988.00 | $0.00 | $23,988.00 | 0.03 | $719.64 | $0.00 | $24,708.00 | $24,708.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $24,708.00 |
| 0057 | 113 | MAINTENANCE I | $23,635.00 | $0.00 | $23,635.00 | 0.03 | $709.05 | $0.00 | $24,344.00 | $23,807.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $23,807.00 |
| 0078 | 113 | DIESEL MECHANIC | $42,000.00 | $0.00 | $42,000.00 | 0.03 | $1,260.00 | $0.00 | $43,260.00 | $43,260.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $43,260.00 |
| 0080 | 113 | MATERIAL MANAGEMENT MANAGER | $40,000.00 | $0.00 | $40,000.00 | 0.03 | $1,200.00 | $0.00 | $41,200.00 | $41,200.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $41,200.00 |
| 0085 | 113 | EXECUTIVE ASST | $59,568.00 | $0.00 | $59,568.00 | 0.03 | $1,787.00 | $0.00 | $61,355.00 | $56,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $56,000.00 |
| 0090 | 113 | ADMINISTRATIVE ASSISTANT V | $49,000.00 | $0.00 | $49,000.00 | 0.03 | $1,470.00 | $0.00 | $50,470.00 | $50,470.00 | $660.00 | $0.00 | $0.00 | $0.00 | $0.00 | $51,130.00 |
| 0091 | 113 | DIRECTOR, FIELD OPERATIONS | $70,000.00 | $0.00 | $70,000.00 | 0.03 | $2,100.00 | $0.00 | $72,100.00 | $72,100.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $72,100.00 |
| 0093 | 113 | HEAVY EQUIPMENT OPERATOR II | $25,256.00 | $0.00 | $25,256.00 | 0.03 | $757.68 | $0.00 | $26,014.00 | $26,014.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,014.00 |
| 0095 | 113 | MAINTENANCE III | $23,993.00 | $0.00 | $23,993.00 | 0.03 | $719.79 | $0.00 | $24,713.00 | $24,713.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $24,713.00 |
| 0096 | 113 | TRAFFIC SPECIALIST I | $20,049.00 | $0.00 | $20,049.00 | 0.03 | $601.00 | $0.00 | $20,650.00 | $20,650.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $20,650.00 |
| 0097 | 113 | TRAFFIC SPECIALIST I | $20,049.00 | $0.00 | $20,049.00 | 0.03 | $601.47 | $0.00 | $20,650.00 | $20,650.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $20,650.00 |
| 0101 | 113 | CREW LEADER II | $42,000.00 | $0.00 | $42,000.00 | 0.03 | $1,260.00 | $0.00 | $43,260.00 | $43,260.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $43,260.00 |
| 0102 | 113 | SUPERVISOR | $36,766.00 | $0.00 | $36,766.00 | 0.03 | $1,103.00 | $0.00 | $37,869.00 | $37,869.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37,869.00 |
| 0103 | 113 | ASSET MANAGEMENT SUPERVISOR | $52,254.00 | $0.00 | $52,254.00 | 0.03 | $1,567.62 | $0.00 | $53,822.00 | $53,822.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $53,822.00 |
| 0104 | 113 | SHOP FOREMAN | $42,000.00 | $0.00 | $42,000.00 | 0.03 | $1,260.00 | $0.00 | $43,260.00 | $43,260.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $43,260.00 |
| 0105 | 113 | VECTOR SPECIALIST | $32,051.00 | $0.00 | $32,051.00 | 0.03 | $961.53 | $0.00 | $33,013.00 | $33,013.00 | $900.00 | $0.00 | $0.00 | $0.00 | $0.00 | $33,913.00 |
| 0106 | 113 | CREW LEADER II | $41,578.00 | $0.00 | $41,578.00 | 0.03 | $1,247.34 | $0.00 | $42,825.00 | $42,825.00 | $1,200.00 | $0.00 | $0.00 | $0.00 | $0.00 | $44,025.00 |
| 0107 | 113 | SAFETY COORDINATOR | $38,000.00 | $0.00 | $38,000.00 | 0.03 | $1,140.00 | $0.00 | $39,140.00 | $39,140.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $39,140.00 |
| 0108 | 113 | TRUCK DRIVER III | $30,489.00 | $0.00 | $30,489.00 | 0.03 | $914.67 | $0.00 | $31,404.00 | $31,404.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $31,404.00 |
| 0109 | 113 | HEAVY EQUIPMENT OPERATOR III | $29,458.00 | $0.00 | $29,458.00 | 0.03 | $883.74 | $0.00 | $30,342.00 | $30,342.00 | $480.00 | $0.00 | $0.00 | $0.00 | $0.00 | $30,822.00 |
| 0111 | 113 | CREW LEADER II | $38,500.00 | $0.00 | $38,500.00 | 0.03 | $1,155.00 | $0.00 | $39,655.00 | $39,655.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $39,655.00 |
| 0112 | 113 | CREW LEADER II | $38,500.00 | $0.00 | $38,500.00 | 0.03 | $1,155.00 | $0.00 | $39,655.00 | $39,655.00 | $360.00 | $0.00 | $0.00 | $0.00 | $0.00 | $40,015.00 |
| 0113 | 113 | CREW LEADER I | $31,520.00 | $0.00 | $31,520.00 | 0.03 | $945.60 | $0.00 | $32,466.00 | $32,466.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $32,466.00 |

# HIDALGO COUNTY
## COMMISSIONER COURT
## 2013 SALARY SCHEDULE

**3-1200-431-00-121-005-0**

**AI - 39417**

**PCT. 1 RD MAINTENANCE**

| Slot # | Obj Code | POSITION TITLE | 2012 BUDGETED SALARY | 2013 ADJUSTED SALARY | 2013 BASE SALARY | % Inc. | AMOUNT INCREASE | OTHER INCREASE | 2013 BUDGETED SALARY APPROVED | 2013 ACTUAL SALARY | Other Allowances | | | | | 2013 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| 0114 | 113 | TRUCK DRIVER III | $30,489.00 | $0.00 | $30,489.00 | 0.03 | $915.00 | $0.00 | $31,404.00 | $31,404.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $31,404.00 |
| 0115 | 113 | MAINTENANCE III | $38,000.00 | $0.00 | $38,000.00 | 0.03 | $1,140.00 | $0.00 | $39,140.00 | $39,140.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $39,140.00 |
| 0116 | 113 | ACCOUNTS PAYABLE SPECIALIST I | $28,231.00 | $0.00 | $28,231.00 | 0.03 | $846.93 | $0.00 | $29,078.00 | $29,078.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $29,078.00 |
| 0118 | 113 | TRAFFIC CONTROL SUPERVISOR | $37,000.00 | $0.00 | $37,000.00 | 0.03 | $1,110.00 | $0.00 | $38,110.00 | $38,110.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $38,410.00 |
| 0119 | 113 | TRUCK DRIVER II | $27,908.00 | $0.00 | $27,908.00 | 0.03 | $837.00 | $0.00 | $28,745.00 | $28,745.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,745.00 |
| 0120 | 113 | TRUCK DRIVER III | $29,458.00 | $0.00 | $29,458.00 | 0.03 | $883.74 | $0.00 | $30,342.00 | $30,342.00 | $360.00 | $0.00 | $0.00 | $0.00 | $0.00 | $30,702.00 |
| 0121 | 113 | TRUCK DRIVER II | $27,908.00 | $0.00 | $27,908.00 | 0.03 | $837.24 | $0.00 | $28,745.00 | $28,745.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,745.00 |
| 0122 | 113 | RIGHT OF WAY AGENT V | $64,066.00 | $0.00 | $64,066.00 | 0.03 | $1,921.98 | $0.00 | $65,988.00 | $65,988.00 | $1,500.00 | $0.00 | $0.00 | $0.00 | $0.00 | $67,488.00 |
| 0123 | 113 | RIGHT OF WAY AGENT V | $62,475.00 | $0.00 | $62,475.00 | 0.03 | $1,874.25 | $0.00 | $64,349.00 | $64,349.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $64,649.00 |
| 0124 | 113 | SUPERVISOR | $37,969.00 | $0.00 | $37,969.00 | 0.03 | $1,139.07 | $0.00 | $39,108.00 | $39,108.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $39,108.00 |
| 0125 | 113 | CREW LEADER II | $40,375.00 | $0.00 | $40,375.00 | 0.03 | $1,211.25 | $0.00 | $41,586.00 | $41,586.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $41,586.00 |
| 0126 | 113 | MAINTENANCE II | $21,653.00 | $0.00 | $21,653.00 | 0.03 | $649.59 | $0.00 | $22,303.00 | $22,303.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $22,303.00 |
| 0127 | 113 | MAINTENANCE II | $21,653.00 | $0.00 | $21,653.00 | 0.03 | $650.00 | $0.00 | $22,303.00 | $22,303.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $22,303.00 |
| 0128 | 113 | MAINTENANCE II | $21,653.00 | $0.00 | $21,653.00 | 0.03 | $650.00 | $0.00 | $22,303.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0129 | 113 | MAINTENANCE III | $34,167.00 | $0.00 | $34,167.00 | 0.03 | $1,025.01 | $0.00 | $35,192.00 | $35,192.00 | $480.00 | $0.00 | $0.00 | $0.00 | $0.00 | $35,672.00 |
| 0130 | 113 | MAINTENANCE II | $0.00 | $24,705.00 | $24,705.00 | 0 | $0.00 | $0.00 | $24,705.00 | $24,705.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $24,705.00 |
| 0131 | 113 | MAINTENANCE III | $0.00 | $31,404.00 | $31,404.00 | 0 | $0.00 | $0.00 | $31,404.00 | $31,404.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $31,404.00 |
| 0132 | 113 | CONSTRUCTION INSPECTOR | $0.00 | $38,110.00 | $38,110.00 | 0 | $0.00 | $0.00 | $38,110.00 | $38,110.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $38,110.00 |
| 0133 | 113 | MAINTENANCE I | $0.00 | $24,713.00 | $24,713.00 | 0 | $0.00 | $0.00 | $24,713.00 | $24,713.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $24,713.00 |
| 0134 | 113 | TIRE REPAIR/ MAINTENANCE | $0.00 | $29,078.00 | $29,078.00 | 0 | $0.00 | $0.00 | $29,078.00 | $29,078.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $29,078.00 |
| 0135 | 113 | TRUCK DRIVER III | $0.00 | $36,565.00 | $36,565.00 | 0 | $0.00 | $0.00 | $36,565.00 | $36,565.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $36,565.00 |
| 0136 | 113 | CONSTRUCTION INSPECTOR | $0.00 | $41,500.00 | $41,500.00 | 0 | $0.00 | $0.00 | $41,500.00 | $41,500.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $41,500.00 |
| 0137 | 113 | MAINTENANCE III | $0.00 | $35,500.00 | $35,500.00 | 0 | $0.00 | $0.00 | $35,500.00 | $35,500.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $35,500.00 |
| 0138 | 113 | MAINTENANCE III | $0.00 | $36,212.00 | $36,212.00 | 0 | $0.00 | $0.00 | $36,212.00 | $36,212.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $36,212.00 |
| 0139 | 113 | MAINTENANCE I | $0.00 | $20,500.00 | $20,500.00 | 0 | $0.00 | $0.00 | $20,500.00 | $20,500.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $20,500.00 |
| **0140** | **113** | **ASSISTANT FIELD OPERATIONS DIRECTOR** | **$0.00** | **$49,440.00** | **$49,440.00** | **0** | **$0.00** | **$0.00** | **$49,440.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |
| | | | $1,960,684.00 | $367,727.00 | $2,328,411.00 | | $58,821.74 | $0.00 | $2,387,235.00 | $2,309,600.00 | $9,840.00 | $0.00 | $0.00 | $0.00 | $0.00 | $2,319,440.00 |

**Approval to create one (1) Assistant Field Operations Director position, slot no. 0140, budgeted salary $49,440.00.**
**Personnel action pending CC approval.**

**DATE:** July 1, 2013

P

**DEPARTMENT HEAD:** SERGIO CRUZ, BUDGET OFFICER

**DEPARTMENT NAME:** DEPT OF BUDGET & MANAGEMENT FOR PCT 1 ADMINISTRATION & ROAD MAINT.

**SUBJECT:** **INTERDEPARTMENTAL TRANSFER**

**Contact:** SYLVIA SOLIS
**Ph#:** (956) 292-7025 EXT. 5423

**2013**
**Transfer**

Honorable Commissioners' Court of Hidalgo County:

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

| ACCOUNT NUMBER | ACCOUNT NAME | | Amount |
|---|---|---|---|
| ***FROM:*** | | | |
| | | | |
| 3-1200-431-00-121-004-0- 113 | PCT 1 ADMINISTRATION - | REG. FULL TIME | (23,867.59) |
| 3-1200-431-00-121-004-0- 211 | PCT 1 ADMINISTRATION - | HEALTH INSURANCE | (2,010.21) |
| 3-1200-431-00-121-004-0- 212 | PCT 1 ADMINISTRATION - | LIFE INSURANCE | (13.03) |
| 3-1200-431-00-121-004-0- 220 | PCT 1 ADMINISTRATION - | FICA | (1,825.87) |
| 3-1200-431-00-121-004-0- 230 | PCT 1 ADMINISTRATION - | RETIREMENT | (2,506.10) |
| 3-1200-431-00-121-004-0- 250 | PCT 1 ADMINISTRATION - | UNEMPLOYMENT | (119.34) |
| 3-1200-431-00-121-004-0- 260 | PCT 1 ADMINISTRATION - | WORKERS' COMP | (11.93) |
| | | | |
| ***TO:*** | | | |
| | | | |
| 3-1200-431-00-121-005-0- 113 | PCT 1 ROAD MAINT. - | REG. FULL TIME | 23,867.59 |
| 3-1200-431-00-121-005-0- 211 | PCT 1 ROAD MAINT. - | HEALTH INSURANCE | 2,010.21 |
| 3-1200-431-00-121-005-0- 212 | PCT 1 ROAD MAINT. - | LIFE INSURANCE | 13.03 |
| 3-1200-431-00-121-005-0- 220 | PCT 1 ROAD MAINT. - | FICA | 1,825.87 |
| 3-1200-431-00-121-005-0- 230 | PCT 1 ROAD MAINT. - | RETIREMENT | 2,506.10 |
| 3-1200-431-00-121-005-0- 250 | PCT 1 ROAD MAINT. - | UNEMPLOYMENT | 119.34 |
| 3-1200-431-00-121-005-0- 260 | PCT 1 ROAD MAINT. - | WORKERS' COMP | 11.93 |
| | | | |
| | | | |
| | **TOTAL BUDGET INCREASE/DECREASE** | | **0.00** |

**REASON:** Interdepartmental transfer from Pct. 1 Administration to Rd Maintenance to transfer available funds to cover the prorated salary and related fringe benefit expenditures for the creation of one (1) full-time Assistant Field Operations Director position, slot no. 0140, budgeted salary $49,440.00.

**DEPARTMENT HEAD SIGNATURE**

**APPROVED COMMISSIONERS' COURT**

**DATE** / /

**ATTEST COUNTY CLERK**

**AI-39429** **Human Resources 11. G.**

**CC REGULAR**

**Meeting Date:** 07/09/2013

**Submitted By:** Nereida Garza, HUMAN RESOURCES/CIVIL SERVICE

**Department:** HUMAN RESOURCES/CIVIL SERVICE

## Information

### CAPTION

Pct 4 (1200):

1. Approval of the following personnel actions:

| Action | Slot No. | Position Title | Budgeted Salary |
|---|---|---|---|
| Delete | 0060 | Technician III | $ 37,359.00 |
| Create | 0078 | Administrative Assistant IV | $ 35,254.00 |

2. Approval of revised salary schedule.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1200-431-00-124-007-0-XXX

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

**BUDGETARY IMPACT:**

**ROAD MAINTENANCE:**

Cost Savings/ No budgetary impact.

## Attachments

FISCAL NOTE

revised salary schedule

pars

JOB DESCRIPTION

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/26/2013 11:22 AM |
| Rosalinda Cantu | Rosie Cantu | 07/01/2013 03:23 PM |
| Obdett Calzada | Obdett Calzada | 07/01/2013 04:02 PM |
| Purchasing Department | Monica Badillo | 07/02/2013 05:15 PM |

Form Started By: Nereida Garza Started On: 06/26/2013 08:57 AM

Final Approval Date: 07/02/2013

# HIDALGO COUNTY
## DEPARTMENT OF BUDGET & MANAGEMENT
### FISCAL NOTE

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

**To:** **Commissioner' Court**
**From:** **Sergio Cruz, Budget Officer**
**CC Date:** **Tuesday, July 09, 2013** **Agenda Item:** 39429

**Summary of request/proposal:**
Pct 4 (1200):
1. Approval of the following personnel actions:

| Fund | Position | Slot# | Obj | Current Budgeted Salary | Proposed Budgeted Salary | Total Requested |
|---|---|---|---|---|---|---|
| 1200 | TECHNICIAN III (DELETE) | 0060 | 113 | 37,359.00 | 0.00 | (37,359.00) |
| 1200 | ADMINISTRATIVE ASSISTANT IV (CREATE) | 0078 | 113 | 0.00 | 35,254.00 | 35,254.00 |
| | | | | | | |
| | | | | | | |
| | | | | 37,359.00 | 35,254.00 | (2,105.00) |

**Budgetary Impact:**

| INCREASE/DECREASE ACCOUNT NUMBER | | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|---|
| 3-1200-431-00-124-007-0- | 113 | PCT 4 RD MAINTANENANCE- | REG F/T EMPLOYEES | ($1,016.21) |
| 3-1200-431-00-124-007-0- | 211 | PCT 4 RD MAINTANENANCE- | HEALTH INSURANCE | $0.00 |
| 3-1200-431-00-124-007-0- | 212 | PCT 4 RD MAINTANENANCE- | LIFE INSURANCE | $0.00 |
| 3-1200-431-00-124-007-0- | 220 | PCT 4 RD MAINTANENANCE- | FICA | ($77.74) |
| 3-1200-431-00-124-007-0- | 230 | PCT 4 RD MAINTANENANCE- | RETIREMENT | ($106.70) |
| 3-1200-431-00-124-007-0- | 250 | PCT 4 RD MAINTANENANCE- | UNEMPLOYMENT COMP | ($5.08) |
| 3-1200-431-00-124-007-0- | 260 | PCT 4 RD MAINTANENANCE- | WORKER'S COMP | ($0.51) |
| | | | | |
| | | | 2013 Budgetary Impact | ($1,206.24) |

2014 Budgetary Impact: ($2,498.64)

**Possible Funding Sources:** NO FISCAL IMPACT/ COST SAVINGS

**Comments:**

| |
|---|
| |
| |
| |
| |

Hidalgo Co. Budget Office
2/3/2005

# HIDALGO COUNTY
## COMMISSIONER COURT
## 2013 SALARY SCHEDULE

**3-1200-431-00-124-007-0-**

**AI - 39429**

**PCT 4 ROAD MAINTENANCE**

| Slot # | Obj Code | POSITION TITLE | 2012 BUDGETED SALARY | 2013 ADJUSTED SALARY | 2013 BASE SALARY | % Inc. | AMOUNT INCREASE | OTHER INCREASE | 2013 BUDGETED SALARY APPROVED | 2013 ACTUAL SALARY | Other Allowances | | | | | 2013 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| 0001 | 113 | EXECUTIVE ASSISTANT IV | $76,955.00 | $0.00 | $76,955.00 | 0.03 | $2,308.65 | $0.00 | $79,264.00 | $79,264.00 | $1,860.00 | $0.00 | $0.00 | $0.00 | $0.00 | $81,124.00 |
| 0002 | 113 | FIXED ASSET MANAGER | $48,106.00 | $0.00 | $48,106.00 | 0.03 | $1,443.18 | $0.00 | $49,549.00 | $49,549.00 | $780.09 | $0.00 | $4,000.00 | $0.00 | $0.00 | $54,329.09 |
| 0004 | 113 | ACCOUNTS PAYABLE SPECIALIST III | $42,428.00 | $0.00 | $42,428.00 | 0.03 | $1,273.00 | $0.00 | $43,701.00 | $43,701.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $44,001.00 |
| 0006 | 113 | CHIEF ADMINISTRATOR | $37,500.00 | $0.00 | $37,500.00 | 0.03 | $1,125.00 | $0.00 | $38,625.00 | $38,625.00 | $0.00 | $0.00 | $0.00 | $5,000.00 | $0.00 | $43,625.00 |
| 0007 | 113 | HEAVY EQUIPMENT OPERATOR III | $42,588.00 | $0.00 | $42,588.00 | 0.03 | $1,277.64 | $0.00 | $43,866.00 | $43,866.00 | $720.00 | $0.00 | $0.00 | $0.00 | $0.00 | $44,586.00 |
| 0008 | 113 | HEAVY EQUIPMENT OPERATOR III | $37,659.00 | $0.00 | $37,659.00 | 0.03 | $1,129.77 | $0.00 | $38,789.00 | $38,789.00 | $1,140.00 | $0.00 | $0.00 | $0.00 | $0.00 | $39,929.00 |
| 0009 | 113 | MECHANIC III | $34,433.00 | $0.00 | $34,433.00 | 0.03 | $1,032.99 | $0.00 | $35,466.00 | $35,466.00 | $780.00 | $0.00 | $0.00 | $0.00 | $0.00 | $36,246.00 |
| 0010 | 113 | HEAVY EQUIPMENT OPERATOR II | $32,837.00 | $0.00 | $32,837.00 | 0.03 | $985.11 | $0.00 | $33,822.00 | $33,822.00 | $1,620.00 | $0.00 | $0.00 | $0.00 | $0.00 | $35,442.00 |
| 0012 | 113 | TRUCK DRIVER III | $29,615.00 | $0.00 | $29,615.00 | 0.03 | $888.45 | $0.00 | $30,503.00 | $30,503.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $30,503.00 |
| 0013 | 113 | TRUCK DRIVER III | $29,615.00 | $0.00 | $29,615.00 | 0.03 | $888.45 | $0.00 | $30,503.00 | $30,503.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $30,503.00 |
| 0014 | 113 | TRUCK DRIVER III | $29,615.00 | $0.00 | $29,615.00 | 0.03 | $888.45 | $0.00 | $30,503.00 | $30,503.00 | $1,200.00 | $0.00 | $0.00 | $0.00 | $0.00 | $31,703.00 |
| 0015 | 113 | CLERK/RECEPTIONIST | $29,242.00 | $0.00 | $29,242.00 | 0.03 | $877.26 | $0.00 | $30,119.00 | $30,119.00 | $600.00 | $0.00 | $1,500.00 | $0.00 | $0.00 | $32,219.00 |
| 0016 | 113 | TRUCK DRIVER II | $28,812.00 | $0.00 | $28,812.00 | 0.03 | $864.36 | $0.00 | $29,676.00 | $29,676.00 | $420.00 | $0.00 | $0.00 | $0.00 | $0.00 | $30,096.00 |
| 0017 | 113 | TRF SA/SPC III | $28,771.00 | $0.00 | $28,771.00 | 0.03 | $863.13 | $0.00 | $29,634.00 | $29,634.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $29,934.00 |
| 0018 | 113 | TRUCK DRIVER III | $28,529.00 | $0.00 | $28,529.00 | 0.03 | $855.87 | $0.00 | $29,385.00 | $29,385.00 | $360.00 | $0.00 | $0.00 | $0.00 | $0.00 | $29,745.00 |
| 0019 | 113 | HEAVY EQUIPMENT OPERATOR I | $28,487.00 | $0.00 | $28,487.00 | 0.03 | $854.61 | $0.00 | $29,342.00 | $29,342.00 | $720.00 | $0.00 | $0.00 | $0.00 | $0.00 | $30,062.00 |
| 0020 | 113 | HEAVY EQUIPMENT OPERATOR II | $28,398.00 | $0.00 | $28,398.00 | 0.03 | $851.94 | $0.00 | $29,250.00 | $29,250.00 | $720.00 | $0.00 | $0.00 | $0.00 | $0.00 | $29,970.00 |
| 0021 | 113 | TRUCK DRIVER III | $28,320.00 | $0.00 | $28,320.00 | 0.03 | $849.60 | $0.00 | $29,170.00 | $29,170.00 | $660.00 | $0.00 | $0.00 | $0.00 | $0.00 | $29,830.00 |
| 0022 | 113 | HEAVY EQUIPMENT OPERATOR II | $28,140.00 | $0.00 | $28,140.00 | 0.03 | $844.20 | $0.00 | $28,984.00 | $28,984.00 | $1,140.00 | $0.00 | $0.00 | $0.00 | $0.00 | $30,124.00 |
| 0023 | 113 | HEAVY EQUIPMENT OPERATOR II | $27,706.00 | $0.00 | $27,706.00 | 0.03 | $831.18 | $0.00 | $28,537.00 | $28,537.00 | $720.00 | $0.00 | $0.00 | $0.00 | $0.00 | $29,257.00 |
| 0024 | 113 | HEAVY EQUIPMENT OPERATOR II | $30,294.00 | $0.00 | $30,294.00 | 0.03 | $908.82 | $0.00 | $31,203.00 | $31,203.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $31,503.00 |
| 0025 | 113 | MAINTENANCE III | $27,706.00 | $0.00 | $27,706.00 | 0.03 | $831.18 | $0.00 | $28,537.00 | $28,537.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,537.00 |
| 0026 | 113 | MECHANIC I | $27,706.00 | $0.00 | $27,706.00 | 0.03 | $831.00 | $0.00 | $28,537.00 | $28,537.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,537.00 |
| 0027 | 113 | TIRE REPAIR | $27,706.00 | $0.00 | $27,706.00 | 0.03 | $831.18 | $0.00 | $28,537.00 | $28,537.00 | $420.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,957.00 |

# HIDALGO COUNTY
## COMMISSIONER COURT
## 2013 SALARY SCHEDULE

**3-1200-431-00-124-007-0-**

**AI - 39429**

**PCT 4 ROAD MAINTENANCE**

| Slot # | Obj Code | POSITION TITLE | 2012 BUDGETED SALARY | 2013 ADJUSTED SALARY | 2013 BASE SALARY | % Inc. | AMOUNT INCREASE | OTHER INCREASE | 2013 BUDGETED SALARY APPROVED | 2013 ACTUAL SALARY | Other Allowances | | | | | 2013 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| 0028 | 113 | HEAVY EQUIPMENT OPERATOR II | $27,413.00 | $0.00 | $27,413.00 | 0.03 | $822.39 | $0.00 | $28,235.00 | $28,235.00 | $1,260.00 | $0.00 | $0.00 | $0.00 | $0.00 | $29,495.00 |
| 0030 | 113 | HEAVY EQUIPMENT OPERATOR II | $25,647.00 | $0.00 | $25,647.00 | 0.03 | $769.41 | $0.00 | $26,416.00 | $26,416.00 | $600.00 | $0.00 | $0.00 | $0.00 | $0.00 | $27,016.00 |
| 0031 | 113 | MAINTENANCE II | $25,556.00 | $0.00 | $25,556.00 | 0.03 | $767.00 | $0.00 | $26,323.00 | $26,323.00 | $720.00 | $0.00 | $0.00 | $0.00 | $0.00 | $27,043.00 |
| 0032 | 113 | HEAVY EQUIPMENT OPERATOR II | $24,829.00 | $0.00 | $24,829.00 | 0.03 | $744.87 | $0.00 | $25,574.00 | $25,574.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $25,574.00 |
| 0034 | 113 | HEAVY EQUIPMENT OPERATOR I | $24,829.00 | $0.00 | $24,829.00 | 0.03 | $744.87 | $0.00 | $25,574.00 | $25,574.00 | $360.00 | $0.00 | $0.00 | $0.00 | $0.00 | $25,934.00 |
| 0035 | 113 | HEAVY EQUIPMENT OPERATOR II | $23,808.00 | $0.00 | $23,808.00 | 0.03 | $714.24 | $0.00 | $24,522.00 | $24,522.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $24,522.00 |
| 0036 | 113 | HEAVY EQUIPMENT OPERATOR II | $26,308.00 | $0.00 | $26,308.00 | 0.03 | $789.24 | $0.00 | $27,097.00 | $27,097.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $27,097.00 |
| 0037 | 113 | MAINTENANCE I | $22,345.00 | $0.00 | $22,345.00 | 0.03 | $670.35 | $0.00 | $23,015.00 | $23,015.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $23,015.00 |
| 0038 | 113 | MAINTENANCE I | $22,345.00 | $0.00 | $22,345.00 | 0.03 | $670.35 | $0.00 | $23,015.00 | $23,015.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $23,015.00 |
| 0039 | 113 | MAINTENANCE II | $22,345.00 | $0.00 | $22,345.00 | 0.03 | $670.35 | $0.00 | $23,015.00 | $23,015.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $23,015.00 |
| 0040 | 113 | MAINTENANCE II | $24,845.00 | $0.00 | $24,845.00 | 0.03 | $745.35 | $0.00 | $25,590.00 | $25,590.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $25,890.00 |
| 0041 | 113 | MAINTENANCE II | $24,845.00 | $0.00 | $24,845.00 | 0.03 | $745.35 | $0.00 | $25,590.00 | $25,590.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $25,590.00 |
| 0042 | 113 | HEAVY EQUIPMENT OPERATOR I | $22,345.00 | $0.00 | $22,345.00 | 0.03 | $670.00 | $0.00 | $23,015.00 | $23,015.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $23,015.00 |
| 0043 | 113 | MAINTENANCE I | $24,845.00 | $0.00 | $24,845.00 | 0.03 | $745.35 | $0.00 | $25,590.00 | $25,590.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $25,590.00 |
| 0044 | 113 | MAINTENANCE I | $22,345.00 | $0.00 | $22,345.00 | 0.03 | $670.00 | $0.00 | $23,015.00 | $23,015.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $23,015.00 |
| 0045 | 113 | HEAVY EQUIPMENT OPERATOR II | $22,345.00 | $0.00 | $22,345.00 | 0.03 | $670.35 | $0.00 | $23,015.00 | $23,015.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $23,015.00 |
| 0046 | 113 | HEAVY EQUIPMENT OPERATOR I | $22,345.00 | $0.00 | $22,345.00 | 0.03 | $670.35 | $0.00 | $23,015.00 | $23,015.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $23,015.00 |
| 0047 | 113 | HEAVY EQUIPMENT OPERATOR II | $22,345.00 | $0.00 | $22,345.00 | 0.03 | $670.35 | $0.00 | $23,015.00 | $23,015.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $23,315.00 |
| 0048 | 113 | TRF SA/SPC II | $25,741.00 | $0.00 | $25,741.00 | 0.03 | $772.23 | $0.00 | $26,513.00 | $26,513.00 | $1,080.00 | $0.00 | $0.00 | $0.00 | $0.00 | $27,593.00 |
| 0049 | 113 | TRAFFIC SAFETY SPECIALIST II/MAINTENANCE | $25,741.00 | $0.00 | $25,741.00 | 0.03 | $772.23 | $0.00 | $26,513.00 | $26,513.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,513.00 |
| 0050 | 113 | CUSTODIAN | $23,030.00 | $0.00 | $23,030.00 | 0.03 | $690.90 | $0.00 | $23,721.00 | $21,660.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $21,660.00 |
| 0051 | 113 | HEAVY EQUIPMENT OPERATOR II | $27,329.00 | $0.00 | $27,329.00 | 0.03 | $819.87 | $0.00 | $28,149.00 | $28,149.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,449.00 |
| 0054 | 113 | DIESEL MECHANIC | $42,000.00 | $0.00 | $42,000.00 | 0.03 | $1,260.00 | $0.00 | $43,260.00 | $43,260.00 | $960.00 | $0.00 | $0.00 | $0.00 | $0.00 | $44,220.00 |
| 0055 | 113 | ACCOUNTS PAYABLE SPECIALIST I | $28,000.00 | $0.00 | $28,000.00 | 0.03 | $840.00 | $0.00 | $28,840.00 | $28,840.00 | $1,020.00 | $0.00 | $0.00 | $0.00 | $0.00 | $29,860.00 |

# HIDALGO COUNTY
## COMMISSIONER COURT
## 2013 SALARY SCHEDULE

**3-1200-431-00-124-007-0-**

**AI - 39429**

**PCT 4 ROAD MAINTENANCE**

| Slot # | Obj Code | POSITION TITLE | 2012 BUDGETED SALARY | 2013 ADJUSTED SALARY | 2013 BASE SALARY | % Inc. | AMOUNT INCREASE | OTHER INCREASE | 2013 BUDGETED SALARY APPROVED | 2013 ACTUAL SALARY | Other Allowances | | | | | 2013 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| 0056 | 113 | ACCOUNTS PAYABLE SPECIALIST I | $27,276.00 | $0.00 | $27,276.00 | 0.03 | $818.28 | $0.00 | $28,094.00 | $28,094.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,094.00 |
| 0058 | 113 | MECHANIC II | $31,070.00 | $0.00 | $31,070.00 | 0.03 | $932.00 | $0.00 | $32,002.00 | $32,002.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $32,002.00 |
| 0059 | 113 | GENERAL OPERATIONS MANAGER | $84,357.00 | $0.00 | $84,357.00 | 0.03 | $2,530.71 | $0.00 | $86,888.00 | $86,888.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 | $87,428.00 |
| ~~0060~~ | ~~113~~ | **DELETE THE FOLLOWING FULL TIME POSITION** **~~TECHNICIAN III~~** | ~~$36,271.00~~ | ~~$0.00~~ | ~~$36,271.00~~ | ~~0.03~~ | ~~$1,088.00~~ | ~~$0.00~~ | ~~$37,359.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ |
| 0061 | 113 | DIRECTOR OF ROAD AND BRIDGE | $65,000.00 | $0.00 | $65,000.00 | 0.03 | $1,950.00 | $0.00 | $66,950.00 | $66,950.00 | $1,380.00 | $0.00 | $0.00 | $0.00 | $0.00 | $68,330.00 |
| 0062 | 113 | FIELD OPERATIONS DIRECTOR II | $70,277.00 | $0.00 | $70,277.00 | 0.03 | $2,108.31 | $0.00 | $72,385.00 | $72,385.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $72,385.00 |
| 0063 | 113 | ASSISTANT FIELD OPERATIONS DIRECTOR | $65,974.00 | $0.00 | $65,974.00 | 0.03 | $1,979.22 | $0.00 | $67,953.00 | $67,953.00 | $1,740.00 | $0.00 | $0.00 | $0.00 | $0.00 | $69,693.00 |
| 0064 | 113 | ADMINISTRATIVE ASSISTANT IV | $58,434.00 | $0.00 | $58,434.00 | 0.03 | $1,753.02 | $0.00 | $60,187.00 | $60,187.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $60,187.00 |
| 0065 | 113 | HEAVY EQUIPMENT OPERATOR II | $31,500.00 | $0.00 | $31,500.00 | 0.03 | $945.00 | $0.00 | $32,445.00 | $32,445.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $32,445.00 |
| 0066 | 113 | HEAVY EQUIPMENT OPERATOR II | $31,500.00 | $0.00 | $31,500.00 | 0.03 | $945.00 | $0.00 | $32,445.00 | $32,445.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $32,445.00 |
| 0067 | 113 | RIGHT OF WAY AGENT V | $64,066.00 | $0.00 | $64,066.00 | 0.03 | $1,921.98 | $0.00 | $65,988.00 | $65,988.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $65,988.00 |
| 0068 | 113 | RIGHT OF WAY AGENT V | $62,475.00 | $0.00 | $62,475.00 | 0.03 | $1,874.25 | $0.00 | $64,349.00 | $64,349.00 | $840.00 | $0.00 | $0.00 | $0.00 | $0.00 | $65,189.00 |
| 0072 | 113 | DIRECTOR OF OPERATIONS | $68,825.00 | $0.00 | $68,825.00 | 0.03 | $2,064.75 | $0.00 | $70,890.00 | $70,890.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $70,890.00 |
| 0074 | 114 | CLERK IV | $29,458.00 | $0.00 | $29,458.00 | 0.03 | $883.74 | $0.00 | $30,342.00 | $30,342.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $30,342.00 |
| 0075 | 113 | SAFETY COORDINATOR | $48,500.00 | $0.00 | $48,500.00 | 0.03 | $1,455.00 | $0.00 | $49,955.00 | $46,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $46,000.00 |
| 0076 | 113 | SPECIAL PROJECTS COORDINATOR | $0.00 | $49,000.00 | $49,000.00 | 0 | $0.00 | $0.00 | $49,000.00 | $48,000.00 | $720.00 | $0.00 | $0.00 | $0.00 | $0.00 | $48,720.00 |
| 0077 | 113 | COORDINATOR III | $0.00 | $42,354.00 | $42,354.00 | 0 | $0.00 | $0.00 | $42,354.00 | $42,354.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $42,354.00 |
| **0078** | **113** | **CREATE THE FOLLOWING FULL TIME POSITION** **ADMINISTRATIVE ASSISTANT IV** | **$0.00** | **$35,254.00** | **$35,254.00** | **0** | **$0.00** | **$0.00** | **$35,254.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |
| | | **TOTAL** | **$2,153,406.00** | **$126,608.00** | **$2,280,014.00** | | **$64,601.68** | **$0.00** | **$2,344,610.00** | **$2,302,340.00** | **$26,880.09** | **$0.00** | **$5,500.00** | **$5,000.00** | **$0.00** | **$2,339,720.09** |

**Approval of the above highlighted personnel actions.**
**All personnel action(s) pending CC approval.**

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
JUN 25 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: **PCT 4 (124-007)**

DATE: **06/25/13**

CURRENT POSITION TITLE: **Technician III**

CURRENT SLOT. #: **124-007-0060**

REQUESTED POSITION TITLE:

**REQUEST FOR: OF POSITION**

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

**POSITION SALARY REQUEST:**

| NO. OF POSITIONS | CURRENT SALARY | PROPOSED SALARY | NET CHANGE |
|---|---|---|---|
| **1** | **$ 37,359.00** | **$ .00** | $ **($37,359.00)** |

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 ☒ X

Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐

Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

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

**TEMPORARY POSITIONS:**

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

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

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

Pct 4 no longer has a need for this position.

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

N/A

**POSITION RECLASIFICATION:** Explain change and /or increase in duties and responsibility. (Attach new job description)

**COMMENTS:** (Any comments you wish to make regarding this request)

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | |
|---|---|---|---|---|---|
| 1. Joseph Palacios MAB | DEPARTMENT HEAD | 6/25/13 DATE | FUNDING AVAILABLE IN DEPT. BUDGET: | ☐ YES | ☐ NO |
| 2. Esther A. Castaneda | HUMAN RESOURCES DIRECTOR | 6.26.13 DATE | PERSONNEL PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 07/01/2013 DATE | BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
JUN 25 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: **PCT 4 (124-007)**

DATE: **06/25/13**

CURRENT POSITION TITLE: N/A

CURRENT SLOT. #: **124-007-0078**

REQUESTED POSITION TITLE: **Administrative Assistant IV**

**REQUEST FOR: OF POSITION**

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

**POSITION SALARY REQUEST:**

| 1 | $ .00 | $35,254.00 | $ | $35,254.00 |
|---|---|---|---|---|
| NO. OF POSITIONS | CURRENT SALARY | PROPOSED 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 | [ ] | Exempt | [ ] |
| Non-Exempt | [X] | Non-Exempt | [X] |
| N/A | [ ] | | |

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

To better serve Pct 4 constituents, other governmental agencies, community organizations and assist in all Pct 4 departments as needed.

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

**See Attached**

**POSITION RECLASIFICATION:** Explain change and /or increase in duties and responsibility. (Attach new job description)

**COMMENTS:** (Any comments you wish to make regarding this request)

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | |
|---|---|---|---|---|---|
| 1. | Joseph Palacios PAD<br>DEPARTMENT HEAD | 6/25/13<br>DATE | FUNDING AVAILABLE IN DEPT. BUDGET: | ☒ Yes | ☐ NO |
| 2. | Estela A. Cantu/mg<br>HUMAN RESOURCES DIRECTOR | 6.26.13<br>DATE | PERSONNEL PROCEDURES COMPLETED | ☑ Yes | ☐ NO |
| 3. | [signature]<br>DEPARTMENT OF BUDGET & MANAGEMENT | 07/01/2013<br>DATE | BUDGET PROCEDURES COMPLETED | ☑ Yes | ☐ NO |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | | |

# ADMINISTRATIVE ASSISTANT IV

**GRADE: 10**

## GENERAL DESCRIPTION

Employee performs advanced (senior-level) 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 limited supervision with considerable latitude for the use of initiative and independent judgment.

## EXAMPLES OF WORK PERFORMED

Performs complex technical assistance work for an agency program

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

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

Responds to inquiries regarding technical program or administrative regulations, policies, and procedures

Coordinates meetings, conferences, and seminars

Develops administrative and technical policies and procedures

Develops, coordinates, and maintains record keeping and filing systems

May assist in the implementation of program planning

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

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

May research technical and policy issues

May develop training materials

May train others

May supervise the work of others

Performs other duties as assigned

## GENERAL QUALIFICATION GUIDELINES

### Experience and Education

Three to four (3-4) years of experience in administrative support work in a government setting. Graduation from an accredited four-year college or university with major course work in a related field is generally 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 the use of standard office equipment and software

Ability to implement new systems and procedures and to evaluate their effectiveness, to communicate effectively, to effectively interpret programs and plans, 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

**AI-39422** **Sheriff's Office 12. A.**

**CC REGULAR**

**Meeting Date:** 07/09/2013

**Submitted By:** Myra Montoya, SHERIFF DEPT.

**Department:** SHERIFF DEPT.

## Information

### CAPTION

Requesting approval for reimbursement to Chief of Staff Patricia Medina in the amount of $40.01 due to paying for fuel expense out of her pocket after U.S. Voyager gas card did not work.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1100-421-00-280-001-0-626

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

**BUDGETARY IMPACT:**

Funding available as of 6-27-13.

## Attachments

Reimbursement, Pat Medina

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Emilia Uriegas | Emilia Uriegas | 06/25/2013 03:10 PM |
| Budget & Management | Obdett Calzada | 06/26/2013 03:06 PM |
| Manuel Chapa | Manuel Chapa | 07/01/2013 03:34 PM |
| Purchasing Department | Monica Badillo | 07/02/2013 05:15 PM |

Form Started By: Myra Montoya Started On: 06/25/2013 03:01 PM

Final Approval Date: 07/02/2013

# HIDALGO COUNTY AUDITOR'S OFFICE
# HIDALGO COUNTY, TEXAS

PURCHASE AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, PATRICIA MEDINA , do hereby state that the item(s) listed on the invoices named below were purchased for the exclusive use of Hidalgo County:

| INVOICE NO. | DATE | AMOUNT | NAME OF COMPANY |
|---|---|---|---|
| 086856 | June 18, 2013 | $40.01 | HEB, MISSION #03 |
| | | | |
| | | | |
| | | | |
| | | | |

I further state that I was authorized to make such a purchase(s).

I therefore requeste reimbursement of this invoice (these invoices) from Hidalgo County and that payment be made payable to me.

SIGNATURE: _____

TITLE: CHIEF OF STAFF

PERSON MAKING REQUEST

Before me MYRA M. MONTOYA , a Notary Public, appeared PATRICIA MEDINA and on his/her oath deposed and stated that the foregoing facts as set forth in reimbursement are true and correct in every respect. He/She further stated that he requested payment of the same.

MYRA MICHELLE MONTOYA
Notary Public
STATE OF TEXAS
My Comm. Exp. July 27, 2013

_____
Notary Public In and For the State of Texas

_____
Approval of Department Head

_____
Approval of County Auditor

Mission # 83 (60894)
2409 E. Expressway 83
Mission, Tx 78247

DB **********3305
Appr No.:086856

06/18/13 07:18:15 PM

| | |
|---|---|
| Pump | 07 |
| Grade | Unleaded |
| Gallons | 12.277 |
| Price/Gal | 3.259 |
| Fuel Sale | 40.01 |

Contains up to 5.0% biodiesel or
renewable diesel - state diesel tax
$0.19 per gallon

**AI-39435** **Sheriff's Office 12. B.**

**CC REGULAR**

**Meeting Date:** 07/09/2013

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

**Department:** SHERIFF DEPT.

## Information

### CAPTION

Authorization and approval of cell phone upgrade plan through the County's membership/participation under Contract #DIR-SDD-1780 through Sprint.

| Quantity | Service Plan | Amount |
|---|---|---|
| 47 | Business Advantage Unlimited Messaging & Unlimited Data 200 | $45.59 |
| 47 | Premium Data Charge | $10.00 |
| | **Estimated Monthly Rate for (47) Cell Phones:** | **$2,612.73** |

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1229-421-00-280-007-0-532

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

### BUDGETARY IMPACT:

Funds available through Requisition # 239204 in the amount of $15,676.38 as of 06/26/13 for Sprint.

## Attachments

Sprint Rate Plan

Wireless Device Request Form W.2011.2

Requisition # 239204

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 07/01/2013 04:04 PM |
| Olga Garza | Olga Garza | 07/01/2013 04:35 PM |
| Purchasing Department | Monica Badillo | 07/02/2013 05:15 PM |

Form Started By: Rosie Hinojosa Started On: 06/26/2013 12:47 PM

Final Approval Date: 07/02/2013

## Sprint Together with Nextel — CDMA Quotation - GPS Upgrade - Utility

### Customer Information

| | |
|---|---|
| Customer Name: | Hidalgo County Sheriff's Office |
| Financial Contact Name: | Lt Richard Ozuna |
| Address: | 711 E Cibolo Road |
| City: | Edinburg |
| State: | TX |
| Zip: | 78539 |
| Financial Contact Phone: | (956) 393-6029 |
| Email Address: | richard.ozuna@hidalgoso.org |
| Acct # (if applicable): | |

### Sales Representative Information

| | |
|---|---|
| Name & Title: | Mike Salyers |
| Phone: | 956-451-8549 |
| Email Address: | michael.salyers@sprint.com |

### EFT/Contract Information

| | |
|---|---|
| Financial Instution: | United Missouri Bank - 1008 Oak Street, Kansas City, MO 64106 |
| ACH Coordinator: | Judy Sweeze - 816-860-3821 |
| Routing Transit Number: | |
| Depositor Account Title: | Sprint PCS |
| Depositor Acccount Number: | 9870994712 |
| Remit To Address: | P.O. Box 219554, Kansas City, MO 64121 |
| Vendor PO Address: | 12524 Sunrise Valley Drive, Reston, VA 20196 |
| | |
| Contract Vehicle & Number: | DIR-SDD-1780 |
| Cage Code: | |
| DUNS #: | |
| Tax ID # | |
| | |
| Doing Business As: | Sprint |

| | | | |
|---|---|---|---|
| Quote Date: | 24-Jun-13 | Contract Vehicle DIR-SDD-1780 | Control # : 121204MLS |
| Expiration Date: | 24-Jul-13 | 24 Month No ETF | (YYMMDDConsecutive##Initials ) |

### Equipment

| Qty. | Model | Suggested Retail Price | Discount | Promo | Unit Item Price | Extended Item Price |
|---|---|---|---|---|---|---|
| 47 | Kyocera Torque | $0.99 | N/A | $0.99 | $0.00 | $0.00 |
| | | | | | | |
| | | | | | | |
| 47 | *Total* | | | | | **$0.00** |

### Rate Plans

| Qty. | Rate Plan | MRC | 24% Discount | MRC less Discount | Extended Monthly Price |
|---|---|---|---|---|---|
| 47 | Business Advantage Unlinmited Messaging and Unlimited Data 200 | $59.99 | $14.40 | $45.59 | $2,142.73 |
| 47 | Premium Data | $10.00 | N/A | N/A | $470.00 |

**Includes Applicable Discounts*

| | |
|---|---|
| ***Subtotal Monthly Recurring Charges*** | **$2,612.73** |
| *TOTAL MONTHLY ESTIMATED RECURRING CHARGES* | $2,612.73 |
| ***Enter number of months in contract*** | **12** |
| ***Estimated total of contract (Sprint Billed Charges)*** | **$31,352.76** |
| **Average Cost Per Unit/Month** | **$55.59** |

Sprint
Together with NEXTEL

****This is not a bill or an invoice.****

This Quick Quote Estimation Tool is intended to provide approximate cost information about Sprint products and services. Additional taxes, fees and other charges may apply. Your first statement will include equipment charges and may include pro-rated service charges in addition to the upcoming months service charges. Offers are subject to change at any time. Other conditions may apply. Some services may be provided and billed through third parties. Pricing and promotions may have expiration dates, limited availability and term requirements.PLEASE NOTE THAT ANY PROMOTIONAL DISCOUNTS BASED ON A TERM COMMITMENT THAT APPLY TO THE PURCHASE OF SPRINT PCS DEVICES IS A FORWARD DISCOUNT. SHOULD YOUR AGENCY CANCEL AT ANY TIME (PRIOR TO THE END OF THE CONTRACT TERM) FOR CONVENIENCE, YOUR AGENCY WILL BE RESPONSIBLE TO PAY BACK THE FORWARD DISCOUNT ABOVE ON EACH SPRINT PCS DEVICE PURCHASED. See Terms & Conditions page, your Sprint Nextel representative or visit www.sprint.com for more information.

# 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: Various Employees Employee ID#_____ Signature:_____

Department: Sheriff Dept#: 280

Quantity: 47

Service: $45.59/mo (x) 6 months = $12,856.38 Account: 3-1229-421-00-280-007-0 -532

Service: $10.00/mo (x) 6 months = $2,820.00 Account: 3-1229-421-00-280-007-0 ~~-532/554~~ 532

**Requisition Total:** $15,676.38 **Requisition Number:** 239204

**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 | Gabriel Castaneda | 06/26/13 |
|---|---|---|
| | 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

Date Entered: 6/26/2013
Requisition # : 239204
Date Approved:
P.O. #

# HIDALGO COUNTY SHERIFF'S OFFICE

## EXECUTIVE BRANCH

## ADMINISTRATION

DATE: 6/26/2013
REQUESTED BY: ROSIE HINOJOSA
ACCOUNT #: 3-1229-421-00-280-007-0
OBJECT # : 532 - WIRELESS DEVICES
CURRENT BALANCE: **$32,269.27**
EXPENDITURE AMOUNT: $15,676.38
NEW BALANCE: **$16,592.89**
PURPOSE FOR EXPENDITURE: OPEN PURCHASE ORDER FOR CELL PHONE SERVICE & CHARGES FOR FORTY-SEVEN (47) DEPARTMENT ISSUED CELL PHONES FOR A PERIOD OF (6) MONTHS UNDER CONTRACT DIR-SDD-1780.

| LINE # | ITEM & DESCRIPTION | ITEM # | NIGP # | QTY | UOM | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|---|---|
| 1 | BUSINESS ADVANTAGE UNLIMITED MESSAGING & UNLIMITED DATA 200 - (47) CELL PHONES @ $45.59 MONTLHY = $2,142.73 | | 915-75 | 6 | MONTHS | $2,142.73 | $12,856.38 |
| 2 | PREMIUM DATA CHARGE - (47) CELL PHONES @ $10.00 MONTHLY = $470.00 | | 915-75 | 6 | MONTHS | $470.00 | $2,820.00 |
| 3 | | | | | | | $0.00 |

GRAND TOTAL: $15,676.38

EXPECTED DELIVERY DATE: AS NEEDED BASIS

**AWARDED VENDOR:**
**SPRINT**
**P.O. BOX 660092**
**DALLAS, TEXAS 75266-0092**

INTERNAL NOTES:

**VENDOR UNDER CONTRACT DIR-SDD-1780**

AUTHORIZED BY _____ DIVISION COMMANDER

REVIEWED BY EMILIA URIEGAS BUDGET MANAGER

REVIEWED BY JUAN TAPIA PROCUREMENT SPECIALIST

APPROVED BY GABRIEL CASTANEDA COMMANDER

**AI-39445** **Purchasing Department 13. G.**

**CC CONSENT**

**Meeting Date:** 07/09/2013

Submitted For: Agapito Vargas Submitted By: Angela Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

## Information

CAPTION

Pct. #2:

Requesting acceptance and approval of Work Authorization No. 1 with an estimated cost of $4,209.00 as submitted by Millennium Engineers Group, INC. for Geotechnical Engineering Services for the Rancho Blanco Road Project (1/4 Mile E. of Alamo Road to Tower Road).

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-122-086-0-731

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

BUDGETARY IMPACT:

Available funding as of 07/01/13 in the amount of $6000.00
Req #239543

## Attachments

WA 1

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Darlene Betancourt | 06/27/2013 01:57 PM |
| Budget & Management | Obdett Calzada | 06/27/2013 02:50 PM |
| Obdett Calzada | Obdett Calzada | 07/01/2013 04:28 PM |
| Auditor's Office | Monica Badillo | 07/02/2013 05:26 PM |

Form Started By: Angela Garcia Started On: 06/26/2013 03:24 PM

Final Approval Date: 07/02/2013

# HIDALGO COUNTY

## Professional Engineering Services
## Contract # C-13-185-06-18
## Work Authorization Form

# WORK AUTHORIZATION NO. 1

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Millennium Engineers Group, Inc.**, professional engineers of Edinburg, Texas, hereinafter called "**Engineer**".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the **Engineer** to provide

**Geotechnical Engineering Services for the Rancho Blanco Road (1/4 Mile East of Alamo Road to Tower Road) project.**

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

**PART 2. ESTIMATED COST**

The estimated cost for services under this Work Authorization is $**4,209.00**
This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

**PART 3. PAYMENT**

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section____ of the Agreement.

**PART 4. FUNDING**

This Work Authorization No. **1** shall be funded through funding source:
Account No. _____
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

**PART 5. PERIOD OF SERVICE**

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**
Acknowledgement and confirmation by **Hidalgo County** _____, Commissioner Hector Palacios as to content and detail of this **Work Authorization No. 1**

**HIDALGO COUNTY**

**BY: Commissioner Hector Palacios**

_____

**PART 8. ACCEPTANCE AND APPROVAL**
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2013.

**THE ENGINEER:**

_____
**By: Raul Palma, President**

**THE OWNER:**
**HIDALGO COUNTY**

_____
**By: Ramon Garcia, County Judge**

**ATTEST:**

_____
**By: Arturo Guajardo, Jr., County Clerk**

**LIST OF ATTACHMENTS**

ATTACHMENT "A" - Services to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

# ATTACHMENT "A"

# Services To Be Provided By The Owner

## EXHIBIT "A"
## SERVICES TO BE PROVIDED BY THE OWNER/COUNTY

The following provides an outline of the services to be provided by the **Owner** in the development of **Projects** (as defined and more particularly indentified in **EXHIBIT "B"** attached to this Agreement).

**General**

The Owner will provide to the **Engineer** the following:

(1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.

(2) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 3 of this Agreement.

(3) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.

(4) Provide any available relevant data the **Owner** may have on file concerning the projects.

(5) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the work schedule agreed upon.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer.**

(7) Provide the authorization to proceed with services on project by project basis through consulting design and construction engineer.

# ATTACHMENT "B"

# Services To Be Provided By The Engineer

**EXHIBIT "B"**
**SCOPE OF SERVICES**
**TO BE PROVIDED BY THE ENGINEER**

**The services to be provided by the ENGINEER in providing geotechnical engineering services, construction materials testing services, construction inspection services and environmental services for Hidalgo County Projects is as follows:**

A. Preliminary Phase:

(1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
(2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
(3) Provide environmental studies as may be necessary to complete a project.
(4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

(1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
(2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
(3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
(4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement condition studies.
(7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. Construction/Maintenance Phase:

(1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
(2) Consult and advise with the OWNER during construction.
(3) Provide construction materials testing for construction and maintenance projects as required by the project plans and specifications and/or specified by the project design engineer.
(4) Review all material designs as requested by the OWNER and/or project design engineer.
(5) Furnish the OWNER all necessary reports for construction and maintenance projects.
(6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects

# ATTACHMENT "C"

# Work Schedule

## ATTACHMENT "C"

Work Schedule

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.

# ATTACHMENT "D"

# Cost Proposal

Millennium Engineers Group

MEG ENGINEERS

Consultants - Geotechnical - Testing

# Proposal

| Date | Proposal No. |
|---|---|
| 6/24/2013 | 01-13-236G |

*Millennium Engineers Group, Inc.*
*PO Box 4569*
*Edinburg, Texas 78540-4569*

| Name / Address |
|---|
| Commissioner Hector Palacios<br>Hidalgo County Precinct 2<br>300 West Hall Acres Suite G.<br>Pharr, Texas 78577 |

| Project Name |
|---|
| Rancho Blanco Rd. (Alamo Rd. - Tower Rd.) |

| Description | Qty | Cost | Total |
|---|---|---|---|
| Geotechnical Engineering Study to include four (4) 10' borings. Engineering recommendations and pavement design for the roadway improvements will be provided. | | | |
| Soil Borings | | | |
| Boring (Soil)(0 to 50 Ft) | 40 | 19.00 | 760.00 |
| Standard Penetration Test (each test) | 20 | 12.00 | 240.00 |
| Mobilization and Demobilization (each trip) | 1 | 350.00 | 350.00 |
| Technician to Log Soil Test Borings (per hour) | 7 | 48.00 | 336.00 |
| Atterberg Limits (each test) | 8 | 61.00 | 488.00 |
| Moisture Content | 20 | 9.00 | 180.00 |
| Percent Passing No. 200 Sieve (each test) | 8 | 42.00 | 336.00 |
| Project Management (per hour) | 7 | 67.00 | 469.00 |
| Project Engineer (per hour) | 4 | 105.00 | 420.00 |
| Principal Engineer | 4 | 125.00 | 500.00 |
| Clerical/Administrative (per hour) | 1 | 40.00 | 40.00 |
| Test Report (each) | 3 | 30.00 | 90.00 |

MEG Appreciates The Opportunity to Serve You.
Local People Helping To Build The Rio Grande Valley.

**Total** $4,209.00

**AI-39450** **Purchasing Department 13. H.**

**CC CONSENT**

**Meeting Date:** 07/09/2013

Submitted For: Agapito Vargas Submitted By: Angela Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

## Information

CAPTION

Pct. #2:

Request acceptance and approval of Work Authorization No. 2 (with estimated cost of $5,441.00) as submitted by Millennium Engineers Group, Inc., for Geotechnical Services for the Rancho Blanco Road (Tower Road to Border Road) Project.

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-122-066-0-731

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

BUDGETARY IMPACT:

Available funding as of 06/26/13 - 5000.00
pending inter transfer (AI#39533) in the amount of $441.00
Req. #239543

## Attachments

WA 2

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Darlene Betancourt | 06/27/2013 01:57 PM |
| Budget & Management | Obdett Calzada | 06/27/2013 02:52 PM |
| Olga Garza | Olga Garza | 06/27/2013 03:02 PM |
| Auditor's Office | Monica Badillo | 07/02/2013 05:26 PM |

Form Started By: Angela Garcia Started On: 06/26/2013 04:37 PM

Final Approval Date: 07/02/2013

# HIDALGO COUNTY

## Professional Engineering Services
## Contract # C-13-185-06-18
## Work Authorization Form

# WORK AUTHORIZATION NO. 2

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Millennium Engineers Group, Inc.**, professional engineers of Edinburg, Texas, hereinafter called "**Engineer**".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the **Engineer** to provide

**Geotechnical Engineering Services for the Rancho Blanco Road (Tower Road to Border Road) project.**

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

**PART 2. ESTIMATED COST**

The estimated cost for services under this Work Authorization is $**5,441.00**
This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

**PART 3. PAYMENT**

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section____ of the Agreement.

**PART 4. FUNDING**

This Work Authorization No. **2** shall be funded through funding source:
Account No. _____
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

**PART 5. PERIOD OF SERVICE**

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**
Acknowledgement and confirmation by **Hidalgo County** _____, Commissioner Hector Palacios as to content and detail of this **Work Authorization No. 2**

**HIDALGO COUNTY**

**BY: Commissioner Hector Palacios**

_____

**PART 8. ACCEPTANCE AND APPROVAL**
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2013.

**THE ENGINEER:**

_____
**By: Raul Palma, President**

**THE OWNER:**
**HIDALGO COUNTY**

_____
**By: Ramon Garcia, County Judge**

**ATTEST:**

_____
**By: Arturo Guajardo, Jr., County Clerk**

**LIST OF ATTACHMENTS**

ATTACHMENT "A" - Services to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

# ATTACHMENT "A"

# Services To Be Provided By The Owner

## EXHIBIT "A"
## SERVICES TO BE PROVIDED BY THE OWNER/COUNTY

The following provides an outline of the services to be provided by the **Owner** in the development of **Projects** (as defined and more particularly indentified in **EXHIBIT "B"** attached to this Agreement).

**General**

The Owner will provide to the **Engineer** the following:

(1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.

(2) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 3 of this Agreement.

(3) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.

(4) Provide any available relevant data the **Owner** may have on file concerning the projects.

(5) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the work schedule agreed upon.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

(7) Provide the authorization to proceed with services on project by project basis through consulting design and construction engineer.

# ATTACHMENT "B"

# Services To Be Provided By The Engineer

**EXHIBIT "B"**
**SCOPE OF SERVICES**
**TO BE PROVIDED BY THE ENGINEER**

**The services to be provided by the ENGINEER in providing geotechnical engineering services, construction materials testing services, construction inspection services and environmental services for Hidalgo County Projects is as follows:**

A. Preliminary Phase:

(1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
(2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
(3) Provide environmental studies as may be necessary to complete a project.
(4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

(1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
(2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
(3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
(4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement condition studies.
(7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. Construction/Maintenance Phase:

(1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
(2) Consult and advise with the OWNER during construction.
(3) Provide construction materials testing for construction and maintenance projects as required by the project plans and specifications and/or specified by the project design engineer.
(4) Review all material designs as requested by the OWNER and/or project design engineer.
(5) Furnish the OWNER all necessary reports for construction and maintenance projects.
(6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects

# ATTACHMENT "C"

# Work Schedule

## ATTACHMENT "C"

Work Schedule

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.

# ATTACHMENT "D"

# Cost Proposal

Millennium Engineers Group

MEG ENGINEERS

Consultants - Geotechnical - Testing

# Proposal

| Date | Proposal No. |
|---|---|
| 6/24/2013 | 01-13-239G |

*Millennium Engineers Group, Inc.*
*PO Box 4569*
*Edinburg, Texas 78540-4569*

| Name / Address |
|---|
| Commissioner Hector Palacios<br>Hidalgo County Precinct #2<br>300 West Hall Acres Suite G.<br>Pharr, Texas 78577 |

| Project Name |
|---|
| Rancho Blanco Rd. (Tower Rd.- Border Rd.) |

| Description | Qty | Cost | Total |
|---|---|---|---|
| Geotechnical Engineering Study to include six (6) 10' borings. Engineering recommendations and pavement design for the roadway improvements will be provided. | | | |
| Soil Borings | | | |
| Boring (Soil)(0 to 50 Ft) | 60 | 19.00 | 1,140.00 |
| Standard Penetration Test (each test) | 30 | 12.00 | 360.00 |
| Mobilization and Demobilization (each trip) | 1 | 350.00 | 350.00 |
| Technician to Log Soil Test Borings (per hour) | 9 | 48.00 | 432.00 |
| Atterberg Limits (each test) | 12 | 61.00 | 732.00 |
| Moisture Content | 30 | 9.00 | 270.00 |
| Percent Passing No. 200 Sieve (each test) | 12 | 42.00 | 504.00 |
| Project Management (per hour) | 9 | 67.00 | 603.00 |
| Project Engineer (per hour) | 4 | 105.00 | 420.00 |
| Principal Engineer | 4 | 125.00 | 500.00 |
| Clerical/Administrative (per hour) | 1 | 40.00 | 40.00 |
| Test Report (each) | 3 | 30.00 | 90.00 |

MEG *Appreciates* The Opportunity to Serve You.
Local People Helping To Build The Rio Grande Valley.

**Total** $5,441.00

**AI-39451** **Purchasing Department 13. I.**

**CC CONSENT**

**Meeting Date:** 07/09/2013

Submitted For: Agapito Vargas Submitted By: Angela Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

## Information

CAPTION

Pct. #2:

Requesting acceptance and approval of work authorization No. 3 (with an estimated cost of $18,178.50) as submitted by Millennium Engineers Group, Inc., for Construction Materials Engineering Services for the Little Mexico Subdivision and South Tower Estates.

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-122-088-0-731

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

BUDGETARY IMPACT:

AVAILABLE FUNDING AS OF 06/26/13 - $49,642.49
req#239524

## Attachments

WA 3

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Darlene Betancourt | 06/27/2013 01:57 PM |
| Budget & Management | Obdett Calzada | 06/27/2013 02:52 PM |
| Manuel Chapa | Manuel Chapa | 07/01/2013 01:36 PM |
| Auditor's Office | Monica Badillo | 07/02/2013 05:26 PM |

Form Started By: Angela Garcia Started On: 06/26/2013 04:45 PM

Final Approval Date: 07/02/2013

# HIDALGO COUNTY

## Professional Engineering Services
## Contract # C-13-185-06-18
## Work Authorization Form

# WORK AUTHORIZATION NO. 3

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Millennium Engineers Group, Inc.**, professional engineers of Edinburg, Texas, hereinafter called "**Engineer**".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the **Engineer** to provide

**Construction Materials Engineering Services for the Little Mexico Subdivision and South Tower Estates project.**

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

**PART 2. ESTIMATED COST**

The estimated cost for services under this Work Authorization is **$18,178.50**
This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

**PART 3. PAYMENT**

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section____ of the Agreement.

**PART 4. FUNDING**

This Work Authorization No. **3** shall be funded through funding source:
Account No. _____
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

**PART 5. PERIOD OF SERVICE**

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**
Acknowledgement and confirmation by **Hidalgo County** _____, Commissioner Hector Palacios as to content and detail of this **Work Authorization No. 3**

**HIDALGO COUNTY**

**BY: Commissioner Hector Palacios**

_____

**PART 8. ACCEPTANCE AND APPROVAL**
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2013.

**THE ENGINEER:**

_____
**By: Raul Palma, President**

**THE OWNER:**
**HIDALGO COUNTY**

_____
**By: Ramon Garcia, County Judge**

**ATTEST:**

_____
**By: Arturo Guajardo, Jr., County Clerk**

**LIST OF ATTACHMENTS**

ATTACHMENT "A" - Services to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

# ATTACHMENT "A"

# Services To Be Provided By The Owner

## EXHIBIT "A"
## SERVICES TO BE PROVIDED BY THE OWNER/COUNTY

The following provides an outline of the services to be provided by the **Owner** in the development of **Projects** (as defined and more particularly indentified in **EXHIBIT "B"** attached to this Agreement).

**General**

The Owner will provide to the **Engineer** the following:

(1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.

(2) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 3 of this Agreement.

(3) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.

(4) Provide any available relevant data the **Owner** may have on file concerning the projects.

(5) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the work schedule agreed upon.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

(7) Provide the authorization to proceed with services on project by project basis through consulting design and construction engineer.

# ATTACHMENT "B"

# Services To Be Provided By The Engineer

**EXHIBIT "B"**
**SCOPE OF SERVICES**
**TO BE PROVIDED BY THE ENGINEER**

**The services to be provided by the ENGINEER in providing geotechnical engineering services, construction materials testing services, construction inspection services and environmental services for Hidalgo County Projects is as follows:**

A. Preliminary Phase:

(1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
(2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
(3) Provide environmental studies as may be necessary to complete a project.
(4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

(1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
(2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
(3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
(4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement condition studies.
(7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. Construction/Maintenance Phase:

(1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
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(3) Provide construction materials testing for construction and maintenance projects as required by the project plans and specifications and/or specified by the project design engineer.
(4) Review all material designs as requested by the OWNER and/or project design engineer.
(5) Furnish the OWNER all necessary reports for construction and maintenance projects.
(6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects

# ATTACHMENT "C"

# Work Schedule

## ATTACHMENT "C"

Work Schedule

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.

# ATTACHMENT "D"

# Cost Proposal

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

# Proposal

| Date | Proposal No. |
|---|---|
| 6/21/2013 | 01-13-191M |

*Millennium Engineers Group, Inc.*
*PO Box 4569*
*Edinburg, Texas 78540-4569*

| Name / Address |
|---|
| Commissoner Hector Palacios<br>Hidalgo County Precinct 2<br>300 West Hall Acres Suite G.<br>Pharr, Texas 78577 |

| Project Name |
|---|
| Little Mexico Subd. and S. Tower Estates |

| Description | Qty | Cost | Total |
|---|---|---|---|
| Atterberg Limits (each test) | 7 | 61.00 | 427.00 |
| Gradation | 3 | 42.00 | 126.00 |
| Wet Ball Mill (each test) | 1 | 185.00 | 185.00 |
| Moisture Density Relationship-Standard Proctor (each test) | 7 | 175.00 | 1,225.00 |
| Nuclear Density Test - Soils (each test) | 77 | 22.00 | 1,694.00 |
| Air Content of Fresh Concrete (Pressure) | 3 | 20.00 | 60.00 |
| Concrete Cylinders Compressive Strength Test (each cylinder) | 12 | 16.00 | 192.00 |
| Coring Rig (per day) | 2 | 75.00 | 150.00 |
| Extraction of Bituminous Mixture, Percent Asphalt & Gradation (each test) | 3 | 225.00 | 675.00 |
| Asphalt Cores (each core) | 18 | 60.00 | 1,080.00 |
| Theoretical Maximum Specific Gravity of Mixtures (each test) | 3 | 60.00 | 180.00 |
| Lab Density (each test) | 3 | 65.00 | 195.00 |
| Nuclear Density Test - Asphalt (each test) | 9 | 22.00 | 198.00 |
| Asphalt Core Density (each specimen) | 12 | 40.00 | 480.00 |
| Engr. Technician (Soils) (per hour) | 82 | 41.00 | 3,362.00 |
| Engr. Technician (Concrete)(per hour) | 12 | 44.00 | 528.00 |
| Engr. Technician (Asphalt)(per hour) | 21 | 44.00 | 924.00 |
| Vehicle Trip Charge (per trip)(soil) | 41 | 37.00 | 1,517.00 |
| Vehicle Trip Charge (per trip)(concrete) | 6 | 37.00 | 222.00 |
| Vehicle Trip Charge (per trip)(asphalt) | 5 | 37.00 | 185.00 |
| Project Management (per hour) | 13 | 67.00 | 871.00 |
| Project Engineer (per hour) | 10.5 | 105.00 | 1,102.50 |
| Clerical/Administrative (per hour) | 26 | 40.00 | 1,040.00 |
| Test Report (each) | 52 | 30.00 | 1,560.00 |

MEG Appreciates The Opportunity to Serve You.
Local People Helping To Build The Rio Grande Valley.

**Total** $18,178.50

**AI-39235** **Tax Office 13. A.**

**CC REGULAR**

**Meeting Date:** 07/09/2013

**Submitted For:** Pablo (Paul) Villarreal Jr. **Submitted By:** Mary Garcia, TAX OFFICE

**Department:** TAX OFFICE

## Information

### CAPTION

Approval to process the following invoices as claims for AT&T account#: 956-584-7501 447 9 in the total amount of $101.21 with authority for County Treasurer to issue payment after review & auditing procedures are completed.

| For the month of: | Amount |
|---|---|
| February | $20.26 |
| March | $20.26 |
| April | $20.21 |
| May | $20.22 |
| June | $20.26 |
| **Total** | $101.21 |

### BACKGROUND

This phone line from AT&T was set up so that the state can call and log onto their systems as needed. For some reason, the modem was not plugged in and was not functioning correctly. However, this number should have been moved over to the shoretel lines when that phone line system was implemented. IT department will need to change the modem line to a shoretel single line and then eliminate the need for the land line with AT&T.

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1100-415-15-140-001-0-531

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

**BUDGETARY IMPACT:**

Available funds as of 07/01/13 (PO# 693416).

## Attachments

AT&T Invoices

June Invoice & Email

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/13/2013 04:14 PM |
| Olga Garza | Olga Garza | 07/02/2013 08:45 AM |
| Purchasing Department | Monica Badillo | 07/02/2013 05:15 PM |

Form Started By: Mary Garcia Started On: 06/13/2013 09:55 AM

Final Approval Date: 07/02/2013

ST OF TX-TXDOT
HIDALGO COUNTY TAX OFFC
722 N BREYFOGLE RD
MISSION TX 78572

Page 1 of 2
Account Number 956 584-7501 447 9
Billing Date Feb 7, 2013

Web Site att.com

at&t

Monthly Statement

set up in 2005

RECEIVED BY COUNTY AUDITOR 2013 FEB 26 9 51

## Bill-At-A-Glance

| | |
|---|---|
| Previous Bill | 37.51 |
| Payment Received 1-18 | 17.26CR |
| Adjustments | .00 |
| Past Due - Please Pay Immediately | 20.25 |
| Current Charges | 20.26 |
| **Total Amount Due** | **$40.51** |
| Current Charges Due in Full by | Mar 4, 2013 |

## Billing Summary

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

| | |
|---|---|
| **Plans and Services** | 20.26 |
| 1 800 773-4688 | |
| Payment Arrangements: | |
| 1 800 924-1743 | |
| Service Changes: | |
| 1 800 773-4688 | |
| Repair Services: | |
| 1 800 792-8725 | |
| **Total Current Charges** | 20.26 |

## News You Can Use Summary

- PREVENT DISCONNECT
- LONG DIST. PROVIDERS

See "News You Can Use" for additional information

## Plans and Services

| | |
|---|---|
| **Monthly Service - Feb 7 thru Mar 6** | |
| 1. Business Line (Measured Rate) | .00 |
| 2. Basic Local Service - Business | 12.48 |
| 3. Touchtone | 1.30 |
| **Total Monthly Service** | 13.78 |
| **Surcharges and Other Fees** | |
| 4. Federal Subscriber Line Charge | 5.49 |
| 5. Federal Universal Service Fee | .99 |
| **Total Surcharges and Other Fees** | 6.48 |
| **Taxes** | |
| 6. Federal | .00 |
| 7. State and Local | .00 |
| **Total Taxes** | .00 |
| **Total Plans and Services** | 20.26 |

RECEIVED BY COUNTY AUDITOR 2013 JUN 5 PM 4 14

## News You Can Use

PREVENT DISCONNECT
Thank you for being a valued customer. Please be aware that all charges must be paid each month to keep your account current and prevent collection activities. We are required to inform you that certain charges such as your telephone line, and fees and surcharges MUST be paid in order to prevent interruption of basic local service. These charges are already included in the Total Amount Due and are $40.51 . Also, neglecting payment for other charges, such as long distance, voice mail, InLine®, wireless, and Internet may result in those services being interrupted.

LONG DIST. PROVIDERS
Our records show that you have not selected a primary local toll or long distance carrier. Please contact us if this does not agree with your records.

INVOICE RECEIVED BY: 2/20/13
GOODS/SERVICES RECEIVED BY: Jan-Feb 2013

P.O.# 69.3461
3 1100-415-15-140-001-C 531

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

GO GREEN - Enroll in paperless billing.

*Return bottom portion with your check in the enclosed envelope.*

ST OF TX-TXDOT
HIDALGO COUNTY TAX OFFC
722 N BREYFOGLE RD
MISSION TX 78572


Account Number 956 584-7501 447 9
Billing Date Mar 7, 2013
Web Site att.com

at&t

RECEIVED BY
COUNTY AUDITOR
2013 JUN 5 PM 4 14

# Monthly Statement

## Bill-At-A-Glance

| | |
|---|---|
| Previous Bill | 40.51 |
| Payment Received 2-16 | 20.25CR |
| Adjustments | .00 |
| Past Due - Please Pay Immediately | 20.26 |
| Current Charges | 20.26 |
| **Total Amount Due** | **$40.52** |
| Current Charges Due in Full by | Apr 1, 2013 |

## Billing Summary

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

| | Page | |
|---|---|---|
| **Plans and Services** | 1 | 20.26 |

1 800 773-4688
Payment Arrangements:
1 800 924-1743
Service Changes:
1 800 773-4688
Repair Services:
1 800 792-8725

**Total Current Charges** 20.26

INVOICE RECEIVED BY:
on 3/22/13
GOODS/SERVICES RECEIVED BY:
on March 2013

## News You Can Use Summary

- PREVENT DISCONNECT
- LONG DIST. PROVIDERS

See "News You Can Use" for additional information

## Plans and Services

**Monthly Service - Mar 7 thru Apr 6**

| | |
|---|---|
| 1. Business Line (Measured Rate) | .00 |
| 2. Basic Local Service - Business | 12.48 |
| 3. Touchtone | 1.30 |
| **Total Monthly Service** | **13.78** |

**Surcharges and Other Fees**

| | |
|---|---|
| 4. Federal Subscriber Line Charge | 5.49 |
| 5. Federal Universal Service Fee | .99 |
| **Total Surcharges and Other Fees** | **6.48** |

**Taxes**

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

**Total Plans and Services** 20.26

## News You Can Use

PREVENT DISCONNECT
Thank you for being a valued customer. Please be aware that all charges must be paid each month to keep your account current and prevent collection activities. We are required to inform you that certain charges such as your telephone line, and fees and surcharges MUST be paid in order to prevent interruption of basic local service. These charges are already included in the Total Amount Due and are $40.52 . Also, neglecting payment for other charges, such as long distance, voice mail, InLine®, wireless, and Internet may result in those services being interrupted.

LONG DIST. PROVIDERS
Our records show that you have not selected a primary local toll or long distance carrier. Please contact us if this does not agree with your records.

P.O.# 693416
31220-415-15-140-001-0531

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

Return bottom portion with your check in the enclosed envelope.

GO GREEN - Enroll in paperless billing.

Printed on Recyclable Paper

ST OF TX-TXDOT
HIDALGO COUNTY TAX OFFC
722 N BREYFOGLE RD
MISSION TX 78572


Account Number 956 584-7501 447 9
Billing Date Apr 7, 2013

Web Site att.com

INVOICE RECEIVED BY:
on 4-22-13
GOODS/SERVICES RECEIVED BY:
on Apr-2013

P.O.# 1043416
3 1100-415-15-146-002-3531

# at&t Monthly Statement

## Bill-At-A-Glance

| | |
|---|---|
| Previous Bill | 40.52 |
| Payment | .00 |
| Adjustments | .00 |
| Past Due - Please Pay Immediately | 40.52 |
| Current Charges | 20.21 |
| **Total Amount Due** | **$60.73** |
| Current Charges Due in Full by | May 1, 2013 |

## Billing Summary

Billing Questions? Visit att.com/billing Page

| | | |
|---|---|---|
| **Plans and Services** | 1 | 20.21 |

1 800 773-4688

Payment Arrangements:
1 800 924-1743

Service Changes:
1 800 773-4688

Repair Services:
1 800 792-8725

**Total Current Charges** 20.21

## News You Can Use Summary

- PREVENT DISCONNECT
- LONG DIST. PROVIDERS

See "News You Can Use" for additional information

## Plans and Services

2013 JUN 5 PM 4 14

**Monthly Service - Apr 7 thru May 6**

| | |
|---|---|
| 1. Business Line (Measured Rate) | .00 |
| 2. Basic Local Service - Business | 12.48 |
| 3. Touchtone | 1.30 |
| **Total Monthly Service** | 13.78 |

**Additions and Changes to Service**

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

| Item No. | Description | Quantity | Monthly Rate | Amount Billed |
|---|---|---|---|---|
| | **Activity on Apr 1, 2013** | | | |
| | (Monthly Charges are Prorated from Apr 1, 2013 through Apr 6, 2013) | | | |
| 4. | Federal Universal Service Fee | 1 | | .01CR |

**Surcharges and Other Fees**

| | |
|---|---|
| 5. Federal Subscriber Line Charge | 5.49 |
| 6. Federal Universal Service Fee | .95 |
| **Total Surcharges and Other Fees** | 6.44 |

**Taxes**

| | |
|---|---|
| 7. Federal | .00 |
| 8. State and Local | .00 |
| **Total Taxes** | .00 |

**Total Plans and Services** 20.21

## News You Can Use

PREVENT DISCONNECT

Thank you for being a valued customer. Please be aware that all charges must be paid each month to keep your account current and prevent collection activities. We are required to inform you that certain charges such as your telephone line, and fees and surcharges MUST be paid in order to prevent interruption of basic local service. These charges are already included in the Total Amount Due and are $60.73. Also, neglecting payment for other charges, such as long distance, voice mail, InLine®, wireless, and Internet may result in those services being interrupted.

LONG DIST. PROVIDERS

Our records show that you have not selected a primary local toll or long distance carrier. Please contact us if this does not agree with your records.

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

GO GREEN - Enroll in paperless billing.

Return bottom portion with your check in the enclosed envelope.

ST OF TX-TXDOT
HIDALGO COUNTY TAX OFFC
222 ALBERTA EAGLE RD
EDINBURG TX 78572

Page 1 of 2
Account Number 956 584-7501 447 9
Billing Date May 7, 2013
Web Site att.com

INVOICE RECEIVED BY:
on 5/23/13
GOODS/SERVICES RECEIVED BY:
on 5/2013
P.O.# 69344a

31[illegible]415-15-140-001-0521

at&t

# Monthly Statement

## Bill-At-A-Glance

| | |
|---|---|
| Previous Bill | 60.73 |
| Payment | .00 |
| Adjustments | .00 |
| Past Due - Please Pay Immediately | 60.73 |
| Current Charges | 20.22 |
| **Total Amount Due** | **$80.95** |
| Current Charges Due in Full by | May 30, 2013 |

## Billing Summary

Billing Questions? Visit att.com/billing

| | Page | |
|---|---|---|
| **Plans and Services** | 1 | 20.22 |

1 800 773-4688
Payment Arrangements:
1 800 924-1743
Service Changes:
1 800 773-4688
Repair Services:
1 800 792-8725

**Total Current Charges** 20.22

## News You Can Use Summary

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

See "News You Can Use" for additional information

## Plans and Services

| | |
|---|---|
| **Monthly Service - May 7 thru Jun 6** | |
| 1. Business Line (Measured Rate) | .00 |
| 2. Basic Local Service - Business | 12.48 |
| 3. Touchtone | 1.30 |
| **Total Monthly Service** | 13.78 |
| **Surcharges and Other Fees** | |
| 4. Federal Subscriber Line Charge | 5.49 |
| 5. Federal Universal Service Fee | .95 |
| **Total Surcharges and Other Fees** | 6.44 |
| **Taxes** | |
| 6. Federal | .00 |
| 7. State and Local | .00 |
| **Total Taxes** | .00 |
| **Total Plans and Services** | 20.22 |

RECEIVED BY [illegible] JUN 5 PM 4 13

## News You Can Use

PREVENT DISCONNECT
Thank you for being a valued customer. Please be aware that all charges must be paid each month to keep your account current and prevent collection activities. We are required to inform you that certain charges such as your telephone line, and fees and surcharges MUST be paid in order to prevent interruption of basic local service. These charges are already included in the Total Amount Due and are $80.95 . Also, neglecting payment for other charges, such as long distance, voice mail, InLine®, wireless, and Internet may result in those services being interrupted.

LONG DIST. PROVIDERS
Our records show that you have not selected a primary local toll or long distance carrier. Please contact us if this does not agree with your records.

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

**GO GREEN - Enroll in paperless billing.**

**Return bottom portion with your check in the enclosed envelope.**

at&t

ST OF TX-TXDOT
HIDALGO COUNTY TAX OFFC
722 N BREYFOGLE RD
MISSION TX 78572

Page 1 of 2
Account Number 956 584-7501 447 9
Billing Date Jun 7, 2013
Web Site att.com

INVOICE RECEIVED BY:
on 7/01/13
GOODS/SERVICES RECEIVED BY:
Eric Morales on
P.O.# —
3 1100-415-15-140-001-0 531

# Monthly Statement

## Bill-At-A-Glance

| | |
|---|---|
| Previous Bill | 80.95 |
| Payment | .00 |
| Adjustments | .00 |
| Past Due - Please Pay Immediately | 80.95 |
| Current Charges | 20.22 |
| **Total Amount Due** | **$101.17** |
| Current Charges Due in Full by | Jul 1, 2013 |

## Billing Summary

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

| | Page | |
|---|---|---|
| **Plans and Services** | 1 | 20.22 |
| 1 800 773-4688 | | |
| Payment Arrangements: 1 800 924-1743 | | |
| Service Changes: 1 800 773-4688 | | |
| Repair Services: 1 800 792-8725 | | |
| **Total Current Charges** | | 20.22 |

## Plans and Services

**Monthly Service - Jun 7 thru Jul 6**

| | |
|---|---|
| 1. Business Line (Measured Rate) | .00 |
| 2. Basic Local Service - Business | 12.48 |
| 3. Touchtone | 1.30 |
| **Total Monthly Service** | **13.78** |

**Surcharges and Other Fees**

| | |
|---|---|
| 4. Federal Subscriber Line Charge | 5.49 |
| 5. Federal Universal Service Fee | .95 |
| **Total Surcharges and Other Fees** | **6.44** |

**Taxes**

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

**Total Plans and Services** 20.22

## News You Can Use

PREVENT DISCONNECT
Thank you for being a valued customer. Please be aware that all charges must be paid each month to keep your account current and prevent collection activities. We are required to inform you that certain charges such as your telephone line, and fees and surcharges MUST be paid in order to prevent interruption of basic local service. These charges are already included in the Total Amount Due and are $101.17 . Also, neglecting payment for other charges, such as long distance, voice mail, InLine®, wireless, and Internet may result in those services being interrupted.

LONG DIST. PROVIDERS
Our records show that you have not selected a primary local toll or long distance carrier. Please contact us if this does not agree with your records.

## News You Can Use Summary

- PREVENT DISCONNECT
- IMPORTANT NOTICE
- NOTICE OF SETTLEMENT
- LONG DIST. PROVIDERS
- BUSINESS RATE CHANGE

See "News You Can Use" for additional information

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

**GO GREEN - Enroll in paperless billing.**

**Return bottom portion with your check in the enclosed envelope.**

## Maria Garcia

**From:** Santos Castilleja
**Sent:** Friday, May 10, 2013 4:49 PM
**To:** Maria Garcia
**Cc:** noah.lopez@co.hidalgo.tx.us; Neida Chavana; Ferny Cantu; Tomas Martinez; Rudy Flores (rudy.flores@hidalgocountytax.org); eva.mireles@taxoffice.co.hidalgo.tx.us; Irma Garcia
**Subject:** FW: mission phone line

Mrs. Garcia,

The phone line from AT&T number 956-584-7501 does belong to our office. This number was set up so that the state can call and log onto their systems as needed. For some reason, the modem was not plugged in. This is why no one would answer when we would call the line. This number should have been moved over to the shoretel lines when that phone line system was implemented. Please make payment for the amount due. As stated below, we will need the County's IT department to change the modem line to a shoretel single line. After that is done, we will eliminate the need for the land line with AT&T. If you have any questions, please ask.


**Santos Castilleja III**
Motor Vehicle Manager

Hidalgo County Tax Office
Department of Auto License & Registration
PO Box 178, 2802 S. Bus. Hwy. 281
Edinburg, TX 78540-0178
Tel: (956) 289-7458
Fax: (956) 318-2191
santos.castilleja@hidalgocountytax.org



CONFIDENTIALITY NOTICE:
This E-mail and any attachments are confidential. If you are not the intended recipient, you do not have permission to disclose, copy, distribute, or open any attachments. If you have received this E-mail in error, please notify us immediately by returning it to the sender and delete this copy from your system.


---

**From:** Ferny Cantu
**Sent:** Friday, May 10, 2013 4:38 PM
**To:** Santos Castilleja
**Subject:** mission phone line

Hi Santos,

Make sure you ask Noa to change the modem line (land line) to a shoretel single line like the way the faxes are set up. This will eliminate the need for a land line all together.

Thank you,


Fernando Cantu Jr., RTA
Hidalgo County Tax Office
(956) 289-7457
ferny@hidalgocountytax.org

## Maria Garcia

**From:** Edna Kirby [edna.kirby@co.hidalgo.tx.us]
**Sent:** Wednesday, April 24, 2013 8:32 AM
**To:** Maria Garcia
**Subject:** FW: AT & T INVOICE

Mary,

This number has been reviewed and you will have to pay for it. 

Thank you.

Regards,
Edna Kirby
edna.kirby@co.hidalgo.tx.us
Administrative Assistant II
100 E Cano 4th Floor
Edinburg, Texas 78539
p. 956.292.7010 **Ext.** 6017
f. 956.318.2152
Hidalgo County, Texas

---

**From:** Lee Pena [mailto:lee.pena@co.hidalgo.tx.us]
**Sent:** Tuesday, April 23, 2013 5:05 PM
**To:** Edna Kirby
**Subject:** Re: AT & T INVOICE

Ms. Kirby,

This phone # does not appear on our phone bill or our ShoreTel system. I think that they should continue paying for it. It is not part of our consolidated bill.

"Lee" Leonila Pena | Technical Services Manager | Information Technology
County of Hidalgo, Texas | Tel: 956.292.7000 x6031 | lee.pena@co.hidalgo.tx.us

---

**From:** "Edna Kirby" <edna.kirby@co.hidalgo.tx.us>
**To:** "Lee Peña" <lee.pena@co.hidalgo.tx.us>
**Sent:** Tuesday, April 23, 2013 8:34:34 AM
**Subject:** FW: AT & T INVOICE

Ms. Lee,

Did you have time to review this phone number?

Thank you,
Edna K.

**From:** Maria Garcia [mailto:maria.garcia@hidalgocountytax.org]
**Sent:** Tuesday, April 23, 2013 8:21 AM
**To:** Edna Kirby
**Subject:** at&t

Good morning Edna, please let me know the status on the AT&T invoices. These are pending since January.
Thank you☺

*Mary Garcia - Jackson*
*Administrative Assistant*
*Hidalgo County Tax Office*
*2804 S. Bus. Hwy 281*

**AI-39431** **Health & Human Services Dept. 14. B.**

**CC REGULAR**

**Meeting Date:** 07/09/2013

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

**Department:** HEALTH & HUMAN SERVICES DEPT.

## Information

### CAPTION

Requesting approval of the attached Interlocal Agreement between Hidalgo County (Health & Human Services Dept. ) and Donna I.S.D. The Health & Human Services Dept. staff will provide training and certification on food handling to employees from Donna I.S.D.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1100-345-23-340-001-0-000

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

**BUDGETARY IMPACT:**

Available funds as of 06/27/13.

## Attachments

Legals Approval

Interlocal

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/26/2013 01:19 PM |
| Olga Garza | Olga Garza | 07/01/2013 02:46 PM |
| Purchasing Department | Monica Badillo | 07/02/2013 05:15 PM |

Form Started By: Mike Escaname Started On: 06/26/2013 09:06 AM

Final Approval Date: 07/02/2013

## Mike Escaname

**From:** Josephine L. Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>
**Sent:** Thursday, June 27, 2013 11:23 AM
**To:** 'Mike Escaname'
**Cc:** michael.garza@da.co.hidalgo.tx.us; 'Sandra Garza'
**Subject:** RE: Request For Review - HCHHSD - Donna ISD Interlocal

Mike,

We approve as to the form of the agreement.

**Josephine Ramirez Solis**
*Assistant Criminal District Attorney*
County Affairs Section
**Office of Criminal District Attorney**
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

**********

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**********

---

**From:** Mike Escaname [mailto:miguel.escaname@hchd.org]
**Sent:** Wednesday, June 26, 2013 9:24 AM
**To:** josephine.ramirez@da.co.hidalgo.tx.us
**Cc:** michael.garza@da.co.hidalgo.tx.us; Sandra Garza
**Subject:** Request For Review - HCHHSD - Donna ISD Interlocal

Hello Josephine and Michael:

We are requesting approval of an Interlocal Agreement with Donna I.S.D. on Tuesday, July 9, 2013.

We'd appreciate if you review the Interlocal (attached) and advise whether you "approve as to form" or have concerns.

This Agreement is similar to one that has been approved before with La Joya I.S.D. (reference AI-28014, 08/16/11)

Let Mr. Olivarez or me know if you have any questions.

Thanks,

*Mike Escaname*

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

# Interlocal Agreement Between
# Donna Independent School District
# And County of Hidalgo

This Agreement is made on this 9th day of July ,2013 by and between **DONNA INDEPENDENT SCHOOL DISTRICT,** hereinafter referred to as "School District", and County of Hidalgo by and through The Hidalgo County Health & Human Services Department, hereinafter referred to as "HCHHSD" for teaching and certifying the employees from Donna Independent School District on the Food Handler's Course.

**WHEREAS**, the School District shall pay HCHHSD a fee of $10 per employee for each year the classes are being instructed by the HCHHSD Health Inspectors. Total Amount will depend on the number of students in each class.

**WHEREAS**, School District and HCHHSD are authorized to enter into this agreement.

**NOW THEREFORE**, School District and HCHHSD, in consideration of the mutual agreement expressed hereinafter, agree as follows:

1. HCHHSD shall conduct the Food Handler's Course, which will cover cross contamination and how to prevent it, food-borne illness, danger zone, etc...

2. HCHHSD will conduct training at the designated place the District decides. (The date and time will be decided by the School District).

3. HCHHSD shall provide the School District with the Food Handler's Identification Card for the employees trained at the time payment is received.

4. **TERMINATION.** Either party shall have the right to terminate this Agreement with or without cause upon thirty(30) days written notice.

**DONNA INDEPENDENT SCHOOL DISTRICT** **COUNTY OF HIDALGO, TEXAS**

_____ _____ _____ _____
Executive Assistant/Principal Date Hidalgo County Judge Date

_____ _____ Attest:_____ _____
Superintendent Date Hidalgo County Clerk Date

**AI-39484** **Health & Human Services Dept. 14. C.**

**CC REGULAR**

**Meeting Date:** 07/09/2013

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

**Department:** HEALTH & HUMAN SERVICES DEPT.

## Information

### CAPTION

1. Requesting approval to submit renewal grant application for the TB State program for FY 14 in the amount of $674,793.00. This grant requires a twenty percent local funding match.

2. Requesting approval to submit renewal grant application for the TB Federal program for FY 14 in the amount of $279,480.00. This grant requires a twenty percent local funding match.

### BACKGROUND

05/21/13 - AI-38758 - Approval of Tuberculosis Funding Letter of Intent

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1293-441-00-340-008-4-XXX

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

**BUDGETARY IMPACT:**

TB State Award is $674,793.00. Requires a 20% local funding match. Match will be met with existing HCHHSD that work within the scope of the TB State program. (Minimum amount of match is $168,699.00)

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1293-441-00-340-011-4-XXX

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

**BUDGETARY IMPACT:**

TB Federal award is $279,480.00. Requires 20% local funding match. Match will be met with existing HCHHSD staff that work within the scope of the TB Federal program. (Minimum amount of match is $69,870.00)

## Attachments

TB State Award Notice

TB Federal Award Notice

TB Work Plan

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 07/01/2013 10:10 AM |
| Manuel Chapa | Manuel Chapa | 07/01/2013 04:54 PM |
| Purchasing Department | Monica Badillo | 07/02/2013 05:15 PM |

Form Started By: Mike Escaname Started On: 06/30/2013 07:44 AM

Final Approval Date: 07/02/2013

# TEXAS DEPARTMENT OF STATE HEALTH SERVICES

1100 W. 49th Street • Austin, Texas 78756
DAVID L. LAKEY, M.D. 1-888-963-7111 • http://www.dshs.state.tx.us
COMMISSIONER TDD: 512-458-7708

June 28, 2013

Hidalgo County
2810 S. Business Hwy. 281
Edinburg, TX 78539
Attn: Eduardo Olivarez

RE: Contract Inter-local Application Process for Fiscal Year 2014:

Dear Mr. Olivarez:

The Texas Department of State Health Services, Tuberculosis Services Branch is initiating the contract application process for fiscal year (FY) 2014. This letter is a reminder that the Tuberculosis Services Branch requires each TB Program to submit a detailed budget justification. This must be completed before any contract can be issued to your agency. This year's contract will contain twelve (12) performance measures that will be the same for all local health departments. Please review carefully the section of the application pertaining to performance measures.

The Inter-Local Application (ILA) is being distributed at this time, along with the FY2014 budget allocation of **$674,793. This includes one-time additional funding of 78,000.** The ILA and Budget are due back to me via email no later than **July 5, 2012.** The contract expenditures will be closely scrutinized and expenses not considered absolutely essential for delivery of direct client services may be eliminated or reduced.

In the event that the Texas Department of State Health Services (DSHS) is informed of state and/or federal increases or decreases to funding amounts, or other unforeseen internal budgetary shortfalls, DSHS may find it necessary to amend funding allocations to its contractors.

If you have any questions or need additional information, please contact Kathy Sharp, Contract Manager, Prevention and Preparedness, Contract Management Unit at (512) 776-2640 or by e-mail at kathy.sharp@dshs.state.tx.us

Sincerely,

Kathy Sharp, Contract Manager
Prevention and Preparedness
Contract Management Unit

Attachment

cc: Sandra A. Morris, M.P.H., Manager, Communicable Disease Control Group
Cynthia Lewis, Program Specialist, TB Services Branch

# TEXAS DEPARTMENT OF STATE HEALTH SERVICES

1100 W. 49th Street • Austin, Texas 78756
DAVID L. LAKEY, M.D. 1-888-963-7111 • http://www.dshs.state.tx.us
COMMISSIONER TDD: 512-776-7111

June 28, 2013

Hidalgo County
2810 S. Business Hwy. 281
Edinburg, TX 78539
Attn: Eduardo Olivarez

RE: Contract Inter-local Application Process for Fiscal Year 2014:

Dear Mr. Olivarez:

The Texas Department of State Health Services, Tuberculosis (TB) Services Branch, is initiating the contract application process for fiscal year (FY) 2014. This letter is a reminder that the TB Services Branch requires each TB Program to submit a detailed budget justification. This must be completed before any contract can be issued to your agency. This year's contract will contain twelve (12) performance measures that will be the same for all local health departments. Please review carefully the section of the application pertaining to performance measures.

The Inter-Local Application (ILA) is being distributed at this time, along with the FY2014 budget allocation of **279,480.** This represents 80% of the allocation until we know the final federal award amount at which time we will do amendments as needed. The ILA and Budgets are due back to me via email no later than **July 5, 2013.** The contract expenditures will be closely scrutinized and expenses not considered absolutely essential for delivery of direct client services may be eliminated or reduced.

In the event that the Texas Department of State Health Services (DSHS) is informed of state and/or federal increases or decreases to funding amounts, or other unforeseen internal budgetary shortfalls, DSHS may find it necessary to amend funding allocations to its contractors.

If you have any questions or need additional information, please contact Kathy Sharp, Contract Manager, Prevention and Preparedness, Contract Management Unit at (512) 776-2640 or by e-mail at kathy.sharp@dshs.state.tx.us

Sincerely,

Kathy Sharp, Contract Manager
Prevention and Preparedness
Contract Management Unit

Attachment

cc: Sandra A. Morris, M.P.H., Manager, Communicable Disease Control Group
Cynthia Lewis, Program Specialist, TB Services Branch

❖ **UNIT A**

## Program Stewardship and Accountability

**Contractor General Requirement A-1**

Implement a comprehensive Tuberculosis (TB) Prevention and Control Program. Activities under this requirement shall be conducted in accordance with the Department of State Health Services (*DSHS) Standards of Performance for the Prevention and Control of Tuberculosis*.

**Activities:**

- Maintain current policies in compliance with the *DSHS Standards of Performance for the Prevention and Control of Tuberculosis (TB)* and have them available to Contractor's staff.
- Administer activities that include the following core components.
  A. Conduct overall planning and policy
  B. Manage TB cases and suspects
  C. Manage contacts to known or suspected cases of tuberculosis
  D. Manage patients on treatment for latent TB infection (LTBI)
  E. Conduct active surveillance to identify unreported individuals with suspected or confirmed TB
  F. Reporting to DSHS
  G. Implement infection control procedures
  H. Maintain a competent workforce
  I. Conduct continuing quality improvement activities to maintain a robust TB program infrastructure

**Contractor General Requirement A-2**

Demonstrate fiduciary responsibility in administering program funds

**Activities:**

- Provide a match of no less than 20% of the total budget reflected in the Program Attachment. Contractor shall provide match at the required percentage or DSHS may withhold payments, use administrative offsets, or request a refund from Contractor until such time as the required match ratio is met. No federal or other grant funds can be used as part of meeting the match requirement.
  Contractor shall not use DSHS funds or matching funds (including in-kind Contributions) for:
  1. Food;
  2. Incentives;
  3. Entertainment; or

4. Sectarian worship, instruction, or proselytization.

- Provide TB services to cases, suspects, contacts, refugees and class B immigrants regardless of their ability to pay for services.
- Lapse no more than 5% of total funded amount of the contract.
    1. Maintain and adjust spending plan throughout the contract term to avoid lapsing funds.
    2. Maintain staffing levels to meet required activities of the contract and to ensure that all funds in the personnel category are expended.

## ❖ Unit B

## Conduct Overall Planning and Policy

**Contractor General Requirement B-1**

Develop policies to cover the following topics: administration of the program; training; reporting practices and surveillance; program evaluation; laboratory testing for mycobacteria; case finding, and management; treatment of persons with TB disease and latent TB infection; contact investigations; targeted testing for latent TB infection; and standard responses to foreseeable adverse situations (e.g., uncooperative patients, outbreaks, and multidrug-resistant TB).

Activities:

- Develop written policies and procedures covering the aforementioned topics. Policies and procedures shall be written and available to staff responsible for TB prevention and control activities.
- Review written policies and procedures at least once every three years and revise as appropriate to conform to state recommendations and best practices.
- Maintain a written list of community resources that can assist TB patients with food, shelter, social services, and other medical services.
- Develop procedures to coordinate TB care with other socio/medical conditions. If the patient does not already have a primary medical provider or medical home, the program should facilitate establishment of a medical home as appropriate.

## ❖ Unit C

## Manage Tuberculosis Cases and Suspects

**Contractor General Requirements C-1**

Provide services to evaluate, treat and monitor patients with suspected or confirmed tuberculosis disease. The goal of TB patient management is to initiate treatment promptly and ensure completion of effective therapy to cure illness, reduce transmission and prevent the development of drug resistant TB.

**Activities:**

- Conduct a complete medical evaluation on all patients suspected of having TB disease. A complete medical evaluation and assessment for TB includes medical history (symptoms, prior TB treatment, risk factors for TB, and history of exposure); physical examination; Mantoux tuberculin skin test (TST) or interferon-gamma release assay (IGRA) (e.g., QuantiFERON-Gold test); chest x-ray; and appropriate bacteriologic (smear, culture, drug susceptibility) and/or histologic examinations. If a patient is reported to the health department with laboratory culture results indicating the presence of *Mycobacterium tuberculosis* complex, a TST result would not change the diagnosis and may be waived.
- Complete the informed consent form and place in the patient's medical record.
- For patients whose TB care will be shared by both a private medical provider and a local health department, develop a written document signed by both parties that describes the specific roles and responsibilities of each provider.
- Utilize interpreter services to facilitate patient and provider communication as it relates to limited English proficient (LEP) clients.
- Sputum Collection
    1. Educate patients about collection of sputum and packaging for mailing, if the patient will mail in specimens. Education shall be given prior to collection. The health care worker shall observe the collection of at least the initial sputum obtained by the health department and document the observation of this collection in the medical record.
    2. For patients who are able to produce natural or induced sputum:
        a. Obtain three sputum specimens, 8 to 24 hours apart, prior to or at the initiation of therapy for the determination of smear and culture. At least one of the samples should be collected early in the morning. Ship specimens according to laboratory guidelines.
        b. Collect at least every two weeks, three sputum specimens (of which at least one should be collected early in the morning) for the determination of smears only until three consecutive smears are negative.
        c. Collect monthly, at least one sputum specimen for the determination of culture until all specimens collected for 2 consecutive months are culture negative. Monthly sputum must be collected from patients with isolates resistant to both isoniazid and rifampin and all other MDR TB cases throughout the treatment course.
        d. Collect at least one further sputum collection at completion of therapy, if possible.
- HIV Screening
    1. Perform HIV screening for all persons with newly diagnosed or suspected TB disease unless the patient has HIV positive documentation or has documented

negative HIV test result from a specimen collected within the last 14 days.

2. Present HIV testing to the patient in the same manner as information about other routine tests. The patient may decline to be tested for HIV, but should be educated about the importance of knowledge about their HIV status to the medical management of their TB disease.
3. Report newly positive HIV test results to the appropriate local or health service regional public health HIV/STD program. The patient shall be informed of newly positive HIV test results in person by a health care worker who is trained in post-test counseling. For patients with TB disease who are also infected with HIV, a CD4 count should be obtained.

- Place a surgical mask on patients with symptoms of pulmonary, pleural, or laryngeal TB that arrive at the local health department for services or place patients in an airborne infection isolation area at each clinic visit until the patient has met the following three (3) criteria for non-infectiousness and the patient has negligible likelihood of multidrug-resistant TB (no known exposure to multidrug-resistant TB and no history of prior episodes of TB with poor compliance during treatment):
  1. Received standard multidrug anti-tuberculosis treatment by directly observed therapy (DOT) for two weeks;
  2. Has demonstrated clinical or radiographic improvement; and
  3. Has three consecutive negative sputum smear results collected 8 to 24 hours apart with at least one specimen being collected early in the morning. If sputum culture results become negative before the smear results, then three consecutive negative culture results satisfy the criteria for non-infectiousness.
- Place infectious patients in home isolation if the following criteria are met:
  1. A specific plan exists for follow-up care with the local TB-control program;
  2. The patient has been started on a standard multidrug antituberculosis treatment regimen, and DOT has been arranged;
  3. No infants or children aged less than 4 years or persons with immunocompromising conditions are present in the household;
  4. All immunocompetent household members have been previously exposed to the patient; and
  5. The patient is willing to refrain from travel outside of the home except for health-care-associated visits until the patient has three consecutive negative sputum smear results.
- Order a complete bacteriologic work up, including drug susceptibility tests for isoniazid, rifampin and ethambutol on initial isolates. Extended drug susceptibility testing shall be performed on all isolates with resistance to any first line agent in accordance to *TB Drug Resistant policy TB 4002*. Assure that at least one specimen from cases with a positive culture is sent to the DSHS Austin lab for genotyping.
- Obtain for all adult patients, baseline laboratory tests for aspartate aminotransferase (AST), alanine aminotransferase (ALT), bilirubin, alkaline phosphatase, serum creatinine, and a complete blood count including platelets must be performed prior to starting treatment. All patients with a history of liver disease, symptoms of liver disease, baseline liver function tests above the upper limit of normal, or risk factors for liver disease should receive screening for viral or other causes of hepatitis. Refer

to *DSHS Standards of Performance for the Prevention and Control of Tuberculosis* for additional monitoring of liver function test results.

- Develop and initiate a complete treatment and case management plan according to ATS/CDC/IDSA guidelines and recommendations of DSHS. Refer to *DSHS Standards of Performance for the Prevention and Control of Tuberculosis, Management of TB Suspects and Cases*
- Provide DOT to all cases and suspects until the recommended course of therapy is completed. Directly observed therapy is the standard of care in Texas.
- Obtain consultation from a DSHS recognized expert physician consultant within three days of laboratory notification for all TB cases whose *Mycobacterium tuberculosis* organisms are resistant to isoniazid and/or rifampin or shows a resistance to any drug on the drug susceptibility panel in accordance to TB 4002 policy. Provide written documentation the consultation occurred and the consultant's recommendations were followed or a justification for deviations from the advice of the consultant shall be maintained in the patient's record and a copy of the consult must be sent to the DSHS Tuberculosis Services Branch within twenty-four hours.
- Obtain consultation from a recognized expert physician for cases with HIV infection or cases less than 15 years of age.
- Obtain consultation from a recognized expert physician to resume treatment after interruptions of more than 2 weeks in the initiation phase of therapy or more than 2 months in the continuation phase. A list of recognized expert physician consultants is available from the DSHS Tuberculosis Services Branch.
- Prepare and present a written control order (order to implement measures) at the beginning of treatment to all persons with suspected or confirmed tuberculosis disease.
- Provide treatment to all TB cases and suspects without consideration of ability to pay.
- Provide initial and ongoing education to the patient regarding the epidemiology, transmission and pathogenesis of TB; means to decrease transmission; need to complete therapy; rationale for directly observed therapy and contact investigation; confidentiality of patient information, common adverse drug reactions and drug interactions of TB medications; responsibility of patient to discuss symptoms of adverse drug reactions with the nurse case manager or physician when they occur; and signs and symptoms associated with disease relapse.

## Contractor General Requirements C-2

Initiate a contact investigation on persons with possible or confirmed pulmonary, pleural or laryngeal TB disease.

**Activities:**

- Initiate a contact investigation for suspected or confirmed cases of pulmonary, pleural, or laryngeal TB disease within three (3) days of report or notification. Contact investigations should not be delayed pending laboratory results in congregate settings or where there is some indication that children younger than five, persons

who are HIV-infected or persons who are otherwise immunocompromised may be among the contacts. A contact investigation may be halted or not initiated if a nucleic acid amplification test performed by CDC recommended protocol or another rapid laboratory test is negative for *Mycobacterium tuberculosis* complex.

- Assign priority status prior to initiating contact investigations based on the infectiousness of the presenting suspect or case:
  1. (First priority – persons with acid-fast bacilli (AFB) sputum smear positive or with cavitary TB) Identify and test all high and medium priority contacts.
  2. (Second priority – persons with suspected or confirmed pulmonary/pleural TB, AFB sputum smear negative and an abnormal chest radiograph consistent with TB disease) Identify and test all high and medium priority contacts.
  3. (Third priority – all other cases and suspects) Identify and test contacts that are living in the household, aged less than 5 years, have a medical risk factor, or were exposed during an unprotected medical procedure (such as bronchoscopy, sputum induction or autopsy).
     a. Negative test results of contacts with the most exposure to extrapulmonary cases confirms that there has been no transmission due to pulmonary involvement.
     b. Testing of contacts with the most exposure to cases aged less than 5 years may identify the source of the child's infection or other associates that may have been infected by that source case.

Refer to *DSHS Standards of Performance for the Prevention and Control of Tuberculosis* for detailed steps in a contact investigation.

❖ **Unit D**

## Manage Contacts to Known or Suspected Cases of Tuberculosis

**Contractor General Requirements D-1**

Provide services to evaluate, treat, and monitor contacts to suspected or confirmed cases of pulmonary, pleural, or laryngeal TB disease. The goal of contact management is to evaluate promptly, initiate treatment when indicated, and ensure completion of effective therapy to prevent progression to tuberculosis disease.

**Activities:**

- Find exposed persons who are more likely to be infected or to become ill with TB disease. Increased length or frequency of exposure as well as the relative infectiousness of the presenting TB case increase the probability of infection.
- Complete an initial interview including education, testing and evaluation of contacts within three weeks of the report of the suspect to the local health department.

- Prioritize all contact investigations as documented in the *DSHS Standards of Performance for the Prevention and Control of Tuberculosis,* Section 4 and noted in C-2.
- Interview all contacts to obtain their relevant medical history (including specific questions about the symptoms of TB disease, previous positive tuberculin reaction and/or previous treatment for TB).
- Administer and read a tuberculin skin test (TST), or administer an interferon-gamma release assay (IGRA). If reactive, perform a chest radiograph. If an abnormality is noted on the chest radiograph, collect sputum or another specimen for examination.
- Provide window prophylaxis, if there are no contraindications to treatment, to the following contacts if they are asymptomatic and have a negative TB screening result on the initial IGRA or TST:
  1. Children less than five years of age;
  2. Persons with documented HIV-positive results; or
  3. Persons with other immunosuppressed conditions.
- Administer the second TB screening test on the aforementioned contacts within 8-10 weeks of the initial test. If the screening result is negative, discontinue treatment. Contacts that are HIV-infected will need a chest radiograph if the initial screening result is negative. As recommended by the treating physician, individuals who are HIV infected may need the results of the analysis of smears, cultures or other rapid diagnostic procedures on appropriate specimens to differentiate between LTBI and active TB disease.
- Refer to *DSHS Standards of Performance for the Prevention and Control of Tuberculosis,* Section 4 for detailed information regarding the management of contacts.

## ❖ Unit E

## Manage Patients on Treatment for Latent TB Infection

**Contractor General Requirements E-1**

Provide treatment services for at-risk persons diagnosed with latent TB infection.

## Activities:

- Evaluate at-risk candidates for TB. At-risk candidates may include contacts, refugees, class B immigrants, discharged inmates or other high risk populations in which TB is prevalent.
- Contacts to a person known or suspected to have TB should receive a chest radiograph regardless of their ability to pay. A health history containing at least

as much information as the TB-202 Tuberculosis Health Assessment/History must be documented in the patient's medical record.

- Complete the informed consent form for treatment and place in the patient's medical record. The consent form should be in the patient's preferred language or the medical record must document the use of an interpreter to read the consent form to the patient before signing.
- Complete the TB Worksheet in the Electronic Disease Notification System for all class B immigrants and refugee notifications.
- If treatment for LTBI is not started within three (3) months of the chest x-ray showing no abnormalities indicative of TB or the patient begins to exhibit symptoms suggestive of TB, a new chest x-ray or other diagnostic procedures should be performed and evaluated prior to the start of therapy for LTBI.
- A repeat chest radiograph should be done prior to taking the first dose of medication if therapy for LTBI is not started within one month for persons at high risk of progressing to TB disease including those < 1 year of age, those co-infected with HIV, or those receiving immunosuppressive therapy to ensure that TB disease has not developed in the interim.
- Order baseline laboratory testing if risk factors for potential adverse drug reactions are identified.
- Provide DOT to all contacts diagnosed with LTBI who are placed on a DSHS-approved short course regimen.
- Provide DOT to all contacts diagnosed with LTBI who are less than five years of age or HIV positive or live in the same residence as a case receiving directly observed therapy. Directly observed therapy for LTBI may be provided to other high-risk persons as resources allow.
- Report to the DSHS TB/HIV/STD Epidemiology and Surveillance Branch, patients who receive at least one dose of medication for LTBI using a DSHS approved reporting system.
- Document on the appropriate DSHS reporting form when patient has completed treatment or stopped medication. Document the reason medication was stopped if patient did not complete treatment.
- Provide treatment for LTBI without consideration of the patient's ability to pay.
- Provide initial and ongoing education to the patient regarding the epidemiology, transmission, and pathogenesis of TB; need to complete therapy; confidentiality of patient information; rationale for directly observed therapy; common adverse drug reactions and drug interactions of TB medications; responsibility of the patient to discuss symptoms of adverse drug reactions with the nurse case manager or physician when they occur; and signs and symptoms associated with progression to TB disease. Instruct the patient to contact the TB program nurse or physician for a diagnostic evaluation if symptoms of TB disease occur at any time in the future.

## ❖ Unit F

## Conduct Active Surveillance to Identify Unreported Individuals with Suspected or Confirmed Tuberculosis

**Contractor General Requirement F-1**
Develop an active surveillance mechanism for early identification and reporting of TB.

### Activities:

- Identify specific community and health care organizations in which at-risk populations are likely to receive services.
- Provide education and training to community based and health care organizations to increase awareness about TB to include TB transmission, disease presentation, community-specific epidemiology of TB and reporting requirements.
- Incorporate TB in existing surveillance mechanisms. If one does not exist, develop an active surveillance system that promotes routine TB reporting.
- Evaluate surveillance mechanisms to enhance TB reporting processes.

## ❖ Unit G

## Reporting

**Contractor General Requirement G-1**

In accordance with reporting requirements, submit all reports by established deadlines.

### Activities:

- Report 100% of all TB cases (ATS classification 3) using a DSHS approved form, with all the required reporting fields complete within seven (7) days of notification to DSHS TB/HIV/STD Epidemiology and Surveillance Branch. Submit an updated DSHS Tuberculosis Services Branch approved form whenever a change in information in a required reporting field occurs for all TB cases.
- Submit 100% of all initial, follow up, and last positive *Mycobacterium tuberculosis* culture laboratory reports and drug susceptibilities as well as the first negative culture report after the last positive within seven (7) days of notification to DSHS TB/HIV/STD Epidemiology and Surveillance Branch. (Note: for culture reports that originate from a DSHS laboratory, this requirement is automatically met. For culture reports not originating from a DSHS lab, a copy of the laboratory report must be submitted.)

- Document the dates of sputum and culture conversion on a DSHS approved report form to DSHS TB/HIV/STD Epidemiology and Surveillance Branch. Since sputum specimens may have culture results that fluctuate from positive to negative to positive over a period of time before true conversion occurs, the collection dates for the last positive sputum culture and the first consistently negative sputum culture must be separated by at least 7 days. The collection dates for the initial drug susceptibility test results must be no earlier than 7 days before the drug start date and no later than 7 days after the drug start date. The collection dates for the follow-up susceptibilities should be at least 30 days from the initial drug susceptibilities.
- If treatment of a TB case or suspect has stopped due to completion of adequate therapy, death, or failure to locate the patient after three solid attempts and/or 90 days have passed since the last dose, provide acceptable closure codes and the last date medication was given and submit to the DSHS TB/HIV/STD Epidemiology and Surveillance Branch. In the event of a cross-contamination or misdiagnosis, provide documentation to justify deletion of the class 3 record (e.g., amended lab report, doctor's note, consult, etc.) and a request to delete the record from the state case registry.
- Submit the monthly correctional TB reports within fifteen (15) working days of the following month to DSHS Tuberculosis Services Branch. Local health departments shall receive the monthly correctional TB reports from jails meeting Texas Health and Safety Code Chapter 89 Requirements within five (5) working days of the following month, review reports for accuracy and completion and provide guidance to jails as needed in completing the monthly reports.
- Complete and submit form TB-400 on all newly diagnosed drug resistant cases within five (5) days of notification to the DSHS Tuberculosis Services Branch. Submit an updated form TB-400 every ninety (90) days for all drug resistant cases until completion of treatment to DSHS Tuberculosis Services Branch.
- Submit within seventy-two (72) hours of notification any changes in case management, drug resistance patterns, or change of residence of all drug resistant TB cases to DSHS Tuberculosis Services Branch.
- Submit within fourteen (14) days of the initial case or suspect report, an initial report of contacts on forms TB-340 and TB-341 to the DSHS TB/HIV/STD Epidemiology and Surveillance Branch. Follow-up information shall be submitted at intervals not exceeding 90 days, 120 days and 2 years;
- Submit the required Annual Narrative Report, using the standardized format provided, to DSHS, Tuberculosis Services Branch at TBContractReporting@dshs.state.tx.us by February 14, 2014.
- Submit the completed Cohort Review Summary Report Form to DSHS Tuberculosis Services Branch in accordance with the Cohort Review Policy. Refer to the Cohort Review Policy for the cohort review presentation and submission schedule.
- Submit to the Health Service Region (HSR) in your jurisdiction, verified data on the number of persons with LTBI completing treatment in the LHD service area. The above named LHD will collaborate with the DSHS Health Service Region

(HSR) TB program in its area to review completion data for LTBI for calendar year 2010. Upon verification by the HSR and LHD, the HSR will submit on behalf of the LHD, the data to the DSHS TB/HIV/STD Epidemiology and Surveillance Branch. The following verified data reflecting the number of persons completing treatment for LTBI with a DSHS TB Services Branch approved treatment regimen[1] will be included in the funding formula:

- contacts to a counted case in Texas, or
- high risk contact to a case counted in another state, or
- member of a special population, or as noted in the TB funding formula, or
- client of a DSHS-funded refugee resettlement program.

## ❖ Unit H

## Implement Infection Control Procedures

**Contractor General Requirements H-1**

Utilize appropriate administrative, environmental, and respiratory controls to prevent exposure to and transmission of *Mycobacterium tuberculosis*

**Activities:**

- Develop a written infection control plan, which includes sections on administrative measures, environmental controls,personal respiratory protection, and procedures in accordance with the "Guidelines for Preventing the Transmission of *Mycobacterium tuberculosis* in Health-Care Settings, 2005."
- Refer to Section 7 of *DSHS Standards of Performance for the Prevention and Control of Tuberculosis* for detailed instructions regarding administrative measures, environmental controls and respiratory protection.

## ❖ Unit I

## Maintain a competent workforce

**Contractor General Requirements I-1**

Provide professional education, training and orientation for new TB program staff and continuing education for current TB program staff.

**Activities:**

- Provide orientation and training to all employees involved in TB activities including physicians, nurses, contact investigators, outreach workers, medical records clerks, receptionists, and other support staff.
- Within 60 days of employment, all new employees shall receive 40 hours of TB training specific to their duties and responsibilities. Each year employees shall receive 16 hours of continuing education or training relevant to their position. The CDC's "Self-Study Modules on Tuberculosis" shall be used in the initial training. Documentation of all training (including the hours, topics, and dates) shall be retained for each employee who delivers TB services and made available upon request by the DSHS Tuberculosis Services Branch.
- Topics for training of personnel include:
    - a Transmission and Pathogenesis of Tuberculosis;
    - b Epidemiology of Tuberculosis;
    - c Diagnosis of Tuberculosis Infection and Disease;
    - d Treatment of Tuberculosis Infection and Disease;
    - e Drug Interactions and Toxicity;
    - f Contact Investigation for Tuberculosis;
    - g Tuberculosis Surveillance and Case Management in Hospitals and Institutions;
    - h Infectiousness and Infection Control;
    - i Patient Adherence to Tuberculosis Control;
    - j Interviewing, Investigating and Influencing Techniques;
    - k Medical Record Keeping and Management;
    - l Budgeting and Fiscal Management;
    - m Operations Management;
    - n Directly Observed Therapy;
    - o TB Nurse Case Management Training;
    - p Cultural Awareness;
    - q Interpreter Utilization.

- Notify DSHS Tuberculosis Services Branch of newly hired TB program managers and nurses within 30 days of hire.
- Newly hired TB program managers and nurses shall participate in the DSHS Tuberculosis Services Branch orientation within three months of hire.
- Provide TB education and training as resources allow to correctional facilities, community health care and social service providers who serve populations at high risk for TB.
- Document all community-provider TB training (including the hours, topics, dates and numbers of participants) make available upon request to the DSHS Tuberculosis Services Branch.

## ❖ Unit J

# Conduct continuing quality improvement activities to maintain a robust TB infrastructure

**Contractor General Requirements J-1**

Assess program performance by determining rates of completion of therapy, contact identification and initiation and completion of treatment for latent TB infection.

**Activities:**

- Conduct quarterly cohort reviews in accordance with DSHS Tuberculosis Services Branch policy and procedures.
- Compare treatment completion rates and contact evaluation rates by cohort periods and years to assess program progress.
- Using the cohort review process, identify trends that support or create barriers to effective TB prevention and control activities.
- Prepare and submit the Cohort Review Summary Form to DSHS Tuberculosis Services Branch in accordance with the DSHS submission schedule documented in the Cohort Review Policy.
- Perform routine case management reviews and document findings. Conduct follow-up reviews to ensure recommendations are addressed.

**AI-39485** **Health & Human Services Dept. 14. D.**

**CC REGULAR**

**Meeting Date:** 07/09/2013

**Submitted By:** Dairen Sarmiento,
HEALTH & HUMAN
SERVICES DEPT.

**Department:** HEALTH & HUMAN SERVICES DEPT.

## Information

### CAPTION

1. Approval of Order Creating the Hidalgo County Health Care Funding District.

2. Approval of Order Adopting Rules and Procedures of the Hidalgo County Health Care Funding District.

3. Approval and Authority to publish Notice of a Public Hearing on the amounts of mandatory payments the Commission of the Hidalgo County Health Care Funding District intends to require during the year and how the revenue derived from those payments is to be spent.

### BACKGROUND

SB 1623 A bill to be entitiled an act relating to the creation and operation of health care funding districts in certain counties located on the Texas-Mexico border. SB 1623 is attached to this agenda for review.

## Attachments

sb 1623
order 1
order 2
exhibit A

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 07/01/2013 03:04 PM |
| Manuel Chapa | Manuel Chapa | 07/01/2013 04:49 PM |
| Purchasing Department | Monica Badillo | 07/02/2013 05:15 PM |

Form Started By: Dairen Sarmiento Started On: 07/01/2013 09:12 AM

Final Approval Date: 07/02/2013

AN ACT

relating to the creation and operations of health care funding districts in certain counties located on the Texas-Mexico border.

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

SECTION 1. The heading to Chapter 288, Health and Safety Code, is amended to read as follows:

CHAPTER 288. HEALTH CARE FUNDING DISTRICTS IN CERTAIN COUNTIES LOCATED ON TEXAS-MEXICO BORDER [~~THAT ARE ADJACENT TO COUNTIES WITH POPULATION OF 50,000 OR MORE~~]

SECTION 2. Subdivisions (2) and (3), Section 288.001, Health and Safety Code, are amended to read as follows:

(2) "District" means a county health care funding district created under [~~by~~] this chapter.

(3) "Paying hospital [~~District taxpayer~~]" means an institutional health care provider required to make a mandatory payment [~~a person or entity who has paid a tax imposed~~] under this chapter.

SECTION 3. Section 288.002, Health and Safety Code, is amended to read as follows:

Sec. 288.002. CREATION OF DISTRICT. A district may be [~~is~~] created by order of the commissioners court of [~~in~~] each county located on the Texas-Mexico border that has a population of:

(1) 500,000 or more and is adjacent to two or more counties each of which has a population of 50,000 or more;

(2) 350,000 or more and is adjacent to a county described by Subdivision (1); or

(3) less than 300,000 and contains one or more municipalities with a population of 200,000 or more.

SECTION 4. Subchapter A, Chapter 288, Health and Safety Code, is amended by adding Sections 288.0031 and 288.0032 to read as follows:

Sec. 288.0031. DISSOLUTION. A district created under this chapter may be dissolved in the manner provided for the dissolution of a hospital district under Subchapter E, Chapter 286.

Sec. 288.0032. EXPIRATION OF CHAPTER; DISTRIBUTION OF FUNDS ON EXPIRATION. (a) A district created under this chapter is abolished and this chapter expires on December 31, 2016.

(b) The commissioners court of a county in which a district is created shall refund to each paying hospital the proportionate share of any money remaining in the local provider participation fund created by the district under Section 288.155 at the time the district is abolished.

SECTION 5. The heading to Section 288.051, Health and Safety Code, is amended to read as follows:

Sec. 288.051. COMMISSION; DISTRICT GOVERNANCE [~~APPOINTMENT~~].

SECTION 6. Section 288.051, Health and Safety Code, is amended by amending Subsection (a) and adding Subsections (c) and (d) to read as follows:

(a) Each district created under Section 288.002 is governed by a commission consisting of the commissioners court of the county

in which the district is created [~~of five members appointed as provided by this section~~].

(c) Service on the commission by a county commissioner or county judge is an additional duty of that person's office.

(d) A district is a component of county government and is not a separate political subdivision of this state.

SECTION 7. Section 288.101, Health and Safety Code, is amended to read as follows:

Sec. 288.101. LIMITATION ON [~~TAXING~~] AUTHORITY TO REQUIRE MANDATORY PAYMENT. Each district may require a mandatory payment [~~impose taxes~~] only in the manner provided by this chapter.

SECTION 8. Section 288.102, Health and Safety Code, is amended to read as follows:

Sec. 288.102. MAJORITY VOTE REQUIRED. (a) A district may not require [~~impose~~] any mandatory payment [~~tax~~] authorized by this chapter, spend any money, including for the administrative expenses of the district, or conduct any other business of the commission without an affirmative vote of a majority of the members of the commission.

(b) Before requiring a mandatory payment [~~imposing a tax~~] under this chapter in any one year, the commission must obtain the affirmative vote required by Subsection (a).

SECTION 9. Subsection (a), Section 288.104, Health and Safety Code, is amended to read as follows:

(a) The commission may adopt rules governing the operation of the district, including rules relating to the administration of a mandatory payment [~~tax~~] authorized by this chapter.

SECTION 10. Section 288.151, Health and Safety Code, is amended to read as follows:

Sec. 288.151. HEARING [~~BUDGET~~]. (a) Each year, the commission of a district shall hold a public hearing on [~~prepare a budget for the following fiscal year that includes:~~

[~~(1) proposed expenditures and disbursements;~~

[~~(2) estimated receipts and collections; and~~

[~~(3)~~] the [~~rates and~~] amounts of any mandatory payments [~~taxes~~] that the commission intends to require [~~impose~~] during the year and how the revenue derived from those payments is to be spent.

(b) [~~The commission shall hold a public hearing on the proposed budget.~~] Not later than the 10th day before the date of the hearing, the commission shall publish at least once notice of the hearing in a newspaper of general circulation in the county in which the district is located.

(c) A representative of a paying hospital [~~Any district taxpayer~~] is entitled to appear at the time and place designated in the public notice and to be heard regarding any matter related to the mandatory payments required by the district under this chapter [~~item shown in the proposed budget~~].

SECTION 11. Subsection (b), Section 288.154, Health and Safety Code, is amended to read as follows:

(b) All income received by a district, including the [~~tax~~] revenue from mandatory payments remaining after [~~deducting~~] discounts and fees for assessing and collecting the payments are deducted [~~taxes~~], shall be deposited with the district depository

as provided by Section 288.203 and may be withdrawn only as provided by this chapter.

SECTION 12. Subchapter D, Chapter 288, Health and Safety Code, is amended by adding Sections 288.155 and 288.156 to read as follows:

Sec. 288.155. LOCAL PROVIDER PARTICIPATION FUND; AUTHORIZED USES OF MONEY. (a) Each district shall create a local provider participation fund.

(b) The local provider participation fund consists of:

(1) all revenue from the mandatory payment required by this chapter, including any penalties and interest attributable to delinquent payments;

(2) money received from the Health and Human Services Commission as a refund of an intergovernmental transfer from the district to the state for the purpose of providing the nonfederal share of Medicaid supplemental payment program payments, provided that the intergovernmental transfer does not receive a federal matching payment; and

(3) the earnings of the fund.

(c) Money deposited to the local provider participation fund may be used only to:

(1) fund intergovernmental transfers from the district to the state to provide the nonfederal share of a Medicaid supplemental payment program authorized under the state Medicaid plan, the Texas Healthcare Transformation and Quality Improvement Program waiver issued under Section 1115 of the federal Social Security Act (42 U.S.C. Section 1315), or a successor waiver

program authorizing similar Medicaid supplemental payment programs;

(2) subsidize indigent programs;

(3) pay the administrative expenses of the district;

(4) refund a portion of a mandatory payment collected in error from a paying hospital; and

(5) refund to paying hospitals the proportionate share of the money received by the district from the Health and Human Services Commission that is not used to fund the nonfederal share of Medicaid supplemental payment program payments.

(d) Money in the local provider participation fund may not be commingled with other county funds.

(e) An intergovernmental transfer of funds described by Subsection (c)(1) and any funds received by the district as a result of an intergovernmental transfer described by that subdivision may not be used by the district, the county in which the district is located, or any other entity to expand Medicaid eligibility under the Patient Protection and Affordable Care Act (Pub. L. No. 111-148) as amended by the Health Care and Education Reconciliation Act of 2010 (Pub. L. No. 111-152).

Sec. 288.156. ALLOCATION OF CERTAIN FUNDS. Not later than the 15th day after the date the district receives a payment described by Section 288.155(c)(5), the district shall transfer to each paying hospital an amount equal to the proportionate share of those funds to which the hospital is entitled.

SECTION 13. The heading to Subchapter E, Chapter 288, Health and Safety Code, is amended to read as follows:

SUBCHAPTER E. MANDATORY PAYMENTS [~~TAXES~~]

SECTION 14. Section 288.201, Health and Safety Code, is amended to read as follows:

Sec. 288.201. MANDATORY PAYMENT BASED [~~TAX~~] ON [~~OUTPATIENT~~] HOSPITAL NET PATIENT REVENUE [~~SERVICES~~]. (a) Except as provided by Subsection (e), the [~~The~~] commission of a district may require [~~impose~~] an annual mandatory payment [~~tax~~] to be assessed quarterly on the net patient revenue of [~~all outpatient hospital visits to~~] an institutional health care provider located in the district. In the first year in which the mandatory payment [~~tax~~] is required [~~imposed~~], the mandatory payment [~~tax~~] is assessed on the net patient revenue [~~total number of outpatient hospital visits~~] of an institutional health care provider as determined by the data reported to the Department of State Health Services under Sections 311.032 and 311.033 in the fiscal year ending in 2010 [~~2003~~]. The district shall update the amount of the mandatory payment [~~this tax basis with the number of outpatient hospital visits reported~~] on a biennial basis.

(b) The amount of a mandatory payment required under this chapter must be uniformly proportionate with the amount of net patient revenue generated by each paying hospital in the district. [~~A tax imposed under this section must be imposed uniformly on each institutional health care provider of outpatient hospital services located in the district.~~] A mandatory payment required [~~tax imposed~~] under this section [~~also~~] may not hold harmless any institutional health care provider [~~of outpatient hospital services~~], as required under 42 U.S.C. Section 1396b(w).

(c) The commission of a district shall set the amount [~~rate~~] of the mandatory payment required [~~tax imposed~~] under this section. The amount of the mandatory payment required of each paying hospital [~~rate~~] may not exceed an amount that, when added to the amount of the mandatory payments required from all other paying hospitals in the district, equals an amount of revenue that exceeds six percent of the aggregate net patient revenue of all paying hospitals in the district [~~$100 for each outpatient hospital visit~~].

(d) Subject to the maximum amount [~~tax rate~~] prescribed by Subsection (c), the commission shall set the mandatory payments in amounts [~~rate of the tax at a rate~~] that in the aggregate will generate sufficient revenue to cover the administrative expenses of the district, to fund the nonfederal share of a Medicaid supplemental payment program, and to pay for indigent programs, except that the amount of [~~tax~~] revenue from mandatory payments used for administrative expenses of the district in a year may not exceed the lesser of four percent of the total revenue generated from the mandatory payment [~~tax~~] or $20,000.

(e) An institutional health care provider may not add a mandatory payment required [~~tax imposed~~] under this section as a surcharge to a patient.

SECTION 15. Section 288.202, Health and Safety Code, is amended to read as follows:

Sec. 288.202. ASSESSMENT AND COLLECTION OF MANDATORY PAYMENTS [~~TAXES~~]. (a) Except as provided by Subsection (b), the county tax assessor-collector shall collect a mandatory payment

required [~~tax imposed~~] under this subchapter [~~unless the commission employs a tax assessor and collector for the district~~]. The county tax assessor-collector shall charge and deduct from mandatory payments [~~taxes~~] collected for the district a fee for collecting the mandatory payment [~~tax~~] in an amount determined by the commission, not to exceed the county tax assessor-collector's usual and customary charges [~~for the collection of similar taxes~~].

(b) If determined by the commission to be appropriate, the commission may contract for the assessment and collection of mandatory payments [~~taxes~~] in the manner provided by Title 1, Tax Code, for the assessment and collection of ad valorem taxes.

(c) Revenue from a fee charged by a county tax assessor-collector for collecting the mandatory payment [~~tax~~] shall be deposited in the county general fund and, if appropriate, shall be reported as fees of the county tax assessor-collector.

SECTION 16. Section 288.203, Health and Safety Code, is amended to read as follows:

Sec. 288.203. DEPOSIT [~~USE~~] OF [~~TAX~~] REVENUE FROM MANDATORY PAYMENTS. Revenue [~~generated by a district~~] from the mandatory payment required by [~~a tax imposed under~~] this chapter shall be deposited in the district's local provider participation fund [~~subchapter may be used only to:~~

[~~(1) provide the nonfederal share of a Medicaid supplemental payment program;~~

[~~(2) subsidize indigent programs; and~~

[~~(3) pay administrative expenses of the district~~].

SECTION 17. Section 288.204, Health and Safety Code, is

amended to read as follows:

Sec. 288.204. INTEREST, PENALTIES, AND DISCOUNTS. Interest, penalties, and discounts on mandatory payments required [~~taxes imposed~~] under this subchapter are governed by the law applicable to county ad valorem taxes.

SECTION 18. Section 288.205, Health and Safety Code, is amended to read as follows:

Sec. 288.205. PURPOSE; CORRECTION OF INVALID PROVISION OR PROCEDURE. (a) The purpose of this chapter is to generate revenue from a mandatory payment required [~~tax imposed~~] by the district to provide the nonfederal share of a Medicaid supplemental payment program.

(b) To the extent any provision or procedure under this chapter causes a mandatory payment [~~tax~~] under this chapter to be ineligible for federal matching funds, the district may provide by rule for an alternative provision or procedure that conforms to the requirements of the federal Centers for Medicare and Medicaid Services.

SECTION 19. Sections 288.003 and 288.004; Subsection (b), Section 288.051; Sections 288.052, 288.053, 288.054, 288.055, 288.056, 288.057, 288.058, and 288.103; Subsection (b), Section 288.104; and Sections 288.105, 288.107, 288.153, and 288.206, Health and Safety Code, are repealed.

SECTION 20. If before implementing any provision of this Act a state agency determines that a waiver or authorization from a federal agency is necessary for implementation of that provision, the agency affected by the provision shall request the waiver or

authorization and may delay implementing that provision until the waiver or authorization is granted.

SECTION 21. This Act takes effect immediately if it receives a vote of two-thirds of all the members elected to each house, as provided by Section 39, Article III, Texas Constitution. If this Act does not receive the vote necessary for immediate effect, this Act takes effect September 1, 2013.

President of the Senate

Speaker of the House

I hereby certify that S.B. No. 1623 passed the Senate on April 11, 2013, by the following vote: Yeas 28, Nays 3; and that the Senate concurred in House amendments on May 24, 2013, by the following vote: Yeas 28, Nays 3.

Secretary of the Senate

I hereby certify that S.B. No. 1623 passed the House, with amendments, on May 21, 2013, by the following vote: Yeas 142, Nays 4, two present not voting.

Chief Clerk of the House

Approved:

Date

Governor

**STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

**ORDER**
**ADOPTING RULES AND PROCEDURES OF THE**
**HIDALGO COUNTY HEALTH CARE FUNDING DISTRICT**

**WHEREAS,** pursuant to Section 288.002 of the Texas Health and Safety Code, the Commissioners Court of Hidalgo County created on July 9, 2013 the Hidalgo County Health Care Funding District;

**WHEREAS,** the purpose of the Hidalgo County Health Care Funding District (the "District") is to generate revenue to provide the nonfederal share of a Medicaid supplemental payment program by requiring a mandatory payment from institutional health care providers in the District;

**WHEREAS,** pursuant to Section 288.104 of the Texas Health and Safety Code, the District may adopt rules governing operation of the District, including rules relating to the administration of a mandatory payment; and

NOW THEREFORE BE IT ORDERED by the Commission of the Hidalgo County Health Care Funding District that the Hidalgo County Health Care Funding District Rules and Procedures attached to this ORDER and identified as Exhibit A Hidalgo County Heath Care Funding Rules and Procedures be adopted by the DISTRICT.

PASSED, APPROVED, ADOPTED AND ORDERED this ___ day of July, 2013 by a vote ___ayes and ___nays.

_____
Ramon Garcia
County Judge

_____
A.C. Cuellar, Jr.
Commissioner, Precinct 1

_____
Hector "Tito" Palacios
Commissioner, Precinct 2

_____
Joe M. Flores
Commissioner, Precinct 3

_____
Joseph Palacios
Commissioner, Precinct 4

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

**THE STATE OF TEXAS** §

§ **ORDER CREATING THE HIDALGO COUNTY HEALTH CARE FUNDING DISTRICT**

**COUNTY OF HIDALGO** §

**WHEREAS**, the Texas Legislature enacted Senate Bill 1623, which amended the Health and Safety Code, Chapter 288 and which went into effect immediately upon being signed by the Governor;

**WHEREAS**, pursuant to amended Section 288.002 of the Health and Safety Code, the commissioners court of a county may by order create a county health care funding district;

**WHEREAS**, the purpose of the district is to generate revenue from a mandatory payment required by the district from an institutional health care provider to provide the nonfederal share of a Medicaid supplemental payment program;

**WHEREAS**, pursuant to amended Section 288.051 of the Health and Safety Code, the district is governed by a commission consisting of the commissioners court of the county in which the district is created; and

**NOW THEREFORE, BE IT ORDERED** that the Commissioners Court of Hidalgo County creates the Hidalgo County Health Care Funding District.

PASSED, APPROVED, ADOPTED AND ORDERED this ___ day of July, 2013.

HIDALGO COUNTY COMMISSIONERS COURT

_____
RAMON GARCIA
County Judge

_____
A.C. CUELLAR
Commissioner Pct. #1

_____
HECTOR PALACIOS
Commissioner Pct. #2

_____
JOE M. FLORES
Commissioner Pct. #3

_____
JOSPEH PALACIOS
Commissioner Pct. #4

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

# EXHIBIT A

## HIDALGO COUNTY HEALTH CARE FUNDING DISTRICT
## RULES AND PROCEDURES

### General Provisions

**Rule 1. Definitions.** In these rules and procedures:

(a) "Commission" means the commission of the Hidalgo County Health Care Funding District.

(b) "District" means the Hidalgo County Health Care Funding District.

(c) "Paying hospital" means an institutional health care provider required to make a mandatory payment by the District.

(d) "Institutional health care provider" means a nonpublic hospital licensed under Chapter 241 of the Texas Health & Safety Code.

(e) “Fiscal year” means the District's fiscal year, which begins on September 1 and ends on August 31 of each year.

**Rule 2. Purpose of Mandatory Payments; Correction of Invalid Provision or Procedure.**

(a) The purpose of the mandatory payments required by the District is to provide the nonfederal share of a Medicaid supplemental payment program.

(b) To the extent any provision or procedure under Chapter 288 of the Texas Health & Safety Code causes a mandatory payment to be ineligible for federal matching funds, the District may provide by rule for an alternative provision or procedure that conforms to the requirements of the federal Centers for Medicare and Medicaid Services.

**Rule 3. Abolishment of District; Distribution of Funds on Abolishment.**

(a) The District may be dissolved in the matter provided for the dissolution of a hospital district under Subchapter E, Chapter 286 of the Texas Health & Safety Code.

(b) Notwithstanding subsection (a), the District is abolished on December 31, 2016.

(c) The Hidalgo County Commissioners Court will refund to each paying hospital the proportionate share of any money remaining in the local provider participation fund created by the District at the time the District is abolished.

**Rule 4. District Boundaries.** The boundaries of the District are coextensive with the boundaries of Hidalgo County.

### District Administration

**Rule 5. Commission; District Governance.**

(a) The District is governed by the Commission consisting of the Hidalgo County Commissioners Court.

(b) The Hidalgo County Commissioner or County Judge will serve on the Commission as an additional duty of his or her office.

(c) The District is a component of Hidalgo County government and is not a separate political subdivision of the state of Texas.

## Powers and Authorities

**Rule 6. Limitation on District's Authority to Require Mandatory Payment.** The District may require a mandatory payment from paying hospitals only in the manner provided in these rules and procedures.

**Rule 7. Majority Vote Required Prior to Mandatory Payment.**

(a) The District may not require any mandatory payment from paying hospitals without an affirmative vote of a majority of the members of the Commission.

(b) Before requiring a mandatory payment in any one year, the Commission must obtain the affirmative vote required by Subsection (a).

(c) The votes in Subsections (a) and (b) will take place after a public hearing required by Rule 9.

**Rule 8. Institutional Health Care Provider Reporting; Inspection of Records.**

(a) The District will require an institutional health care provider to submit to the District a copy of any financial and utilization data required by and reported to the Department of State Health Services under Texas Health & Safety Code Sections 311.032 and 311.033 and any rules adopted by the department to implement those sections.

(b) The District may inspect the records of an institutional health care provider to the extent necessary to ensure that the provider has submitted all required data under this Rule.

## General Financing Provisions

**Rule 9. Public Hearing.**

(a) Each year, the Commission of the District will hold a public hearing on the amounts of any mandatory payments that the Commission intends to require during the year and how the revenue derived from those payments is to be spent.

(b) Before the public hearing but not later than the 10th day before the date of the hearing, the Commission will publish at least once notice of the hearing in a newspaper of general circulation in Hidalgo County.

(c) Representatives of paying hospitals are entitled to appear at the time and place designated in the public notice and to be heard regarding any matter related to the mandatory payments required by the District.

**Rule 10. District's Depository.**

(a) The Commission by resolution will designate one or more banks located in the District as the depository for the District.

(b) A bank designated as the District's depository will serve for two years or until a successor is designated.

(c) All income received by the District, including the revenue from mandatory payments remaining after discounts and fees for assessing and collecting the payments are deducted, will be deposited with the District's depository as provided by Rule 18 and may be withdrawn only as provided by these rules and procedures.

(d) All District funds will be secured in the manner provided for securing Hidalgo County funds.

**Rule 11. Creation of Local Participation Fund.** The District will create a local provider participation fund which will consist of:

(a) all revenue from the mandatory payments required by the District, including any penalties and interest attributable to delinquent payments;

(b) money received from the Health and Human Services Commission as a refund of an intergovernmental transfer from the District to the state for the purpose of providing the nonfederal share of Medicaid supplemental payment program payments, provided that the intergovernmental transfer does not receive a federal matching payment; and

(c) the earnings of the fund.

**Rule 12. Authorized Uses of Local Participation Fund.**

(a) The District will use the money deposited to the local provider participation fund only for the following purposes:

(1) to fund intergovernmental transfers from the District to the state to provide the nonfederal share of a Medicaid supplemental payment program authorized under the state Medicaid plan, the Texas Healthcare Transformation and Quality Improvement Program waiver issued under Section 1115 of the federal Social Security Act (42 U.S.C. Section 1315), or a successor waiver program authorizing similar Medicaid supplemental payment programs;

(2) to subsidize indigent programs;

(3) to pay the administrative expenses of the District;

(4) to refund a portion of a mandatory payment collected in error from a paying hospital; and

(5) to refund to paying hospitals the proportionate share of the money received by the District from the Health and Human Services Commission that is not used to fund the nonfederal share of Medicaid supplemental payment program payments.

(b) Money in the local provider participation fund may not be commingled with other Hidalgo County funds.

(c) An intergovernmental transfer of funds described by Rule 12(a)(1) and any funds received by the District as a result of an intergovernmental transfer described by that subdivision may not be used by the District, Hidalgo County, or any other entity to expand Medicaid eligibility under the Patient Protection and Affordable Care Act (Pub.

L. No. 111-148) as amended by the Health Care and Education Reconciliation Act of 2010 (Pub. L. No. 111-152).

**Rule 13. Allocation of Certain Funds.** Not later than the 15th day after the date the District receives a payment described by Rule 12(a)(5), the District will transfer to each paying hospital an amount equal to the proportionate share of those funds to which the hospital is entitled.

## Mandatory Payments

**Rule 14. Mandatory Payments Based on Hospital Net Patient Revenue.**

(a) Except as provided by Rule 16(b), the Commission of the District may require an annual mandatory payment to be assessed **no more frequently than** quarterly on the net patient revenue of an institutional health care provider located in the District.

(b) For the first year in which the mandatory payment tax is required, the mandatory payment will be assessed on the net patient revenue of an institutional health care provider as determined by the data reported to the Department of State Health Services under Texas Health & Safety Code Sections 311.032 and 311.033 in the fiscal year ending in 2010.

**Rule 15. Amounts of Mandatory Payments.**

(a) The Commission of the District will set the amount of the mandatory payment required of each paying hospital and will update the amount of the mandatory payment on a biennial basis **although the amount may be updated more frequently**.

(b) The amount of a mandatory payment required by the District must be uniformly proportionate with the amount of net patient revenue generated by each paying hospital in the District.

(c) The amount of the mandatory payment required of each paying hospital may not exceed an amount that, when added to the amount of the mandatory payments required from all other paying hospitals in the District, equals an amount of revenue that exceeds six percent of the aggregate net patient revenue of all paying hospitals in the District.

(d) Subject to the maximum amount prescribed by Rule 15(c), the Commission will set the mandatory payments in amounts that in the aggregate will generate sufficient revenue to cover the administrative expenses of the District, to fund the nonfederal share of a Medicaid supplemental payment program, and to pay for indigent programs, except that the amount of revenue from mandatory payments used for administrative expenses of the District in a year may not exceed the lesser of four percent of the total revenue generated from the mandatory payment or $20,000.

**Rule 16. Restrictions Regarding Mandatory Payments.**

(a) A mandatory payment may not **be used to** hold harmless any institutional health care provider, as required under 42 U.S.C. Section 1396b(w).

(b) An institutional health care provider may not add a mandatory payment required by the District as a surcharge to a patient.

**Rule 17. Assessment and Collection of Mandatory Payments.**

(a) Except as provided by Rule 17(b), the Hidalgo County Tax Assessor & Collector will collect the mandatory payments required by the District. The Hidalgo County Tax Assessor & Collector will charge and deduct from the mandatory payments collected for the District a fee for collecting the mandatory payments. Such fee will be determined by the Commission and will not exceed the Hidalgo County Tax Assessor-Collector's usual and customary charges.

(b) If determined by the Commission to be appropriate, the Commission may contract for the assessment and collection of mandatory payments in the manner provided by Title 1 of the Texas Tax Code, for the assessment and collection of ad valorem taxes.

(c) Revenue from a fee charged by the Hidalgo County Tax Assessor & Collector for collecting the mandatory payments will be deposited in the Hidalgo County general fund and, if appropriate, will be reported as fees of the Hidalgo County Tax Assessor & Collector.

**Rule 18. Deposit of Revenue from Mandatory Payments.** Revenue from the mandatory payments will be deposited in the District's local provider participation fund.

**Rule 19. Interest, Penalties and Discounts.** Any interest, penalties, and discounts on mandatory payments required by the District are governed by the law applicable to county ad valorem taxes.

**AI-39267** **Facilities Management 16. A.**

**CC REGULAR**

**Meeting Date:** 07/09/2013

Submitted For: DANIEL FLORES Submitted By: Irene Cantu, FACILITIES MANAGEMENT

Department: FACILITIES MANAGEMENT

## Information

CAPTION

Approval of application for credit with Terra Building Products, needed in order to purchase supplies from vendor, with authority for Valde Guerra, Executive Officer to sign documents

BACKGROUND

## Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Application for credit..

## Attachments

CREDIT APPLICATION

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/25/2013 01:54 PM |
| Manuel Chapa | Manuel Chapa | 06/27/2013 03:13 PM |
| Auditor's Office | Monica Badillo | 07/02/2013 05:15 PM |

Form Started By: Irene Cantu Started On: 06/14/2013 02:35 PM

Final Approval Date: 07/02/2013

TERRA
BUILDING PRODUCTS

# CREDIT APPLICATION

5818 N.Cage Blvd. #27
Pharr, TX. 78577
Ph: (956) 702 8775
Fax: (956) 702 8776
Cell: (956) 239 6546
Nextel: 135*828*2346
email: terrabp@yahoo.com

CREDIT APPLICATION MUST BE COMPLETED IN FULL IN ORDER TO BE PROCESSED

Company Name: Hidalgo County Facilities Management Credit Limit Requesting:$ _____

Street Address: 3100 S. Bus. 281

Mailing Address: P.O. Box 1356

Taxable: (Yes) No
(if no then attach resale or exemption cert

City: Edinburg State: Tx. Zip: 78539

Federal ID No / # 74-6000717

Phone#: (956) 289-7850

Fax#: (956) 318-2648

Do You Require Purchase Orders? Y/N 6

Number of years in Business: _____ Business web site: _____

A/P Contact: _____ Email address: _____

## Ownership

Proprietorship: _____ Partnership: _____ Tex Corp.: _____

## Principals or Corporate Officers

| Name: | Title | Home Address | (Area) Phone | Social Security Number |
|---|---|---|---|---|
| Name: | Title | Home Address | (Area) Phone | Social Security Number |
| Name: | Title | Home Address | (Area) Phone | Social Security Number |

Have any of the individuals or principles listed above ever file BANKRUPTCY or bad suits filed against them? YES_____ NO_____ if yes to this question, please explain _____

## Finance

Bank Name _____ Bank Officer _____

Mailing Address _____ City _____ State _____ Zip _____ (area) Phone _____

Type of Account _____ Account # _____

## Business Information

LIST FOUR TRADE REFERENCES - MUST INCLUDE TELEPHONE AND FAX NUMBERS ON ALL TRADE REFERENCES.

| | Name | Address | Phone# | Fax# |
|---|---|---|---|---|
| 1) | Sherwin Williams | 2223 S. US Hwy 281 Edinburg Tx. | 383-3101 | |
| 2) | Home Depot | 801 Trenton McAllen, Tx. | 668-8783 | |
| 3) | O'Reilly Auto Parts | P.O. Box 9464 Springfield Mo. | 383-6655 | |
| 4) | Rio Grande Plumbing | P.O. Box 3330 McAllen Tx. 7 | | |

I hereby authorize my banks and creditors to release information to TERRA BUILDING PRODUCTS South Tx. L.L.C.

_____ Signature _____ Date

TERRA
BUILDING PRODUCTS

# CREDIT APPLICATION

5818 N.Cage Blvd. #27
Pharr, TX. 78577
Ph: (956) 702 8775
Fax: (956) 702 8776
Cell: (956) 239 6546
Nextel: 135*828*2346
email: terrabp@yahoo.com

CREDIT APPLICATION MUST BE COMPLETED IN FULL IN ORDER TO BE PROCESSED

Company Name: Hidalgo County Facilities Management Credit Limit Requesting:$ _____

Street Address: 3100 S. Bus. 281

Mailing Address: P.O. Box 1356

Taxable: (Yes) No
(if no then attach resale or exemption cert

City: Edinburg State: Tx. Zip: 78539

Federal ID No / # 74-6000717

Phone#: (956) 289-7850

Fax#: (956) 318-2648

Do You Require Purchase Orders? Y/N 6

Number of years in Business: _____ Business web site: _____

A/P Contact: _____ Email address: _____

## Ownership

Proprietorship: _____ Partnership: _____ Tex Corp.: _____

## Principals or Corporate Officers

| Name: | Title | Home Address | (Area) Phone | Social Security Number |
|---|---|---|---|---|
| Name: | Title | Home Address | (Area) Phone | Social Security Number |
| Name: | Title | Home Address | (Area) Phone | Social Security Number |

Have any of the individuals or principles listed above ever file BANKRUPTCY or bad suits filed against them? YES_____ NO_____ if yes to this question, please explain _____

## Finance

Bank Name _____ Bank Officer _____

Mailing Address _____ City _____ State _____ Zip _____ (area) Phone _____

Type of Account _____ Account # _____

## Business Information

LIST FOUR TRADE REFERENCES - MUST INCLUDE TELEPHONE AND FAX NUMBERS ON ALL TRADE REFERENCES.

| | Name | Address | Phone# | Fax# |
|---|---|---|---|---|
| 1) | Sherwin Williams | 2223 S. US Hwy 281 Edinburg Tx. | 383-3101 | |
| 2) | Home Depot | 801 Trenton McAllen, Tx. | 668-8783 | |
| 3) | O'Reilly Auto Parts | P.O. Box 9464 Springfield Mo. | 383-6655 | |
| 4) | Rio Grande Plumbing | P.O. Box 3330 McAllen Tx. 7 | | |

I hereby authorize my banks and creditors to release information to TERRA BUILDING PRODUCTS South Tx. L.L.C.

_____ Signature _____ Date

**AI-39476** **Facilities Management** **16. B.**

**CC REGULAR**

**Meeting Date:** 07/09/2013

**Submitted By:** Monica Badillo, EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

## Information

### CAPTION

Approval of Commercial Container Contract with the City of Edinburg - Solid Waste Management for Courthouse Grounds, 100 N. Closner, Edinburg, Texas

### BACKGROUND

Location: The Hidalgo County Courthouse, 100 N. Closner, Edinburg, Texas
Account Number: 08-0010-01

Need permission from Commissioners Court to change type of service at the Hidalgo County Courthouse. (change from 3 – 3 yard containers to 2 – 8 yard containers) due to re-design of parking lot.
Cost will be decreased by $36.42.

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1100-419-40-220-001-0-421

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

**BUDGETARY IMPACT:**

Pending Transfer (AI 39507).

## Attachments

contract

legal

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/28/2013 01:42 PM |
| Olga Garza | Olga Garza | 07/02/2013 10:13 AM |
| Purchasing Department | Monica Badillo | 07/02/2013 05:15 PM |

Form Started By: Monica Badillo Started On: 06/28/2013 11:20 AM

Final Approval Date: 07/02/2013

CITY OF EDINBURG
*Dept. of Solid Waste Management*
***Commercial Container Contract***

| *Account #* |
|---|
| **08-0010-01** |

| | | |
|---|---|---|
| Submit | | |
| Mo Post | | |
| Route | | |
| Log | | |

DATE: **June 24, 2013**

| | | | |
|---|---|---|---|
| Acct Name | **HIDALGO CO COURTHO** | | |
| Contract by | DANIEL FLORES | | |
| Service Address | 100 N CLOSNER | | |
| Bill To | | | |
| City | EDINBURG | St & Zip | TX, 78539 |
| Phone | 956-292-3653 | Fax | |
| Other # | Daniel.flores@co.hidalgo.co.tx.us | | |

| | |
|---|---|
| | ON SITE |
| | DELIVER |
| | REMOVE |
| X | UPGRADE (2-8-3) |
| | DOWNGRADE |
| | BILLING CHANGE |
| | ACCT. CORRECT |
| | Other (Exch Dam) |

| | |
|---|---|
| | CITY OF EDINBURG |
| | BUSINESS |
| | APARTMENTS |
| | E.C.I.S.D. / COUNTY |
| | HOTEL / MOTEL |
| | MOBILE PARK |
| | U.T.PA. |
| | HOUSING AUTH |
| X | HIDALGO COUNTY |

**ROUTE** FL

| # of Cont | | Size-CY | | Svc Per Wk | | | |
|---|---|---|---|---|---|---|---|
| | 1 | | 1.5 | | 1 | X | Monday |
| X | 2 | | 2 | | 2 | | Tuesday |
| | 3 | | 3 | X | 3 | X | Wednesday |
| | 4 | | 4 | | 4 | | Thursday |
| | 5 | X | 8 | | 5 | X | Friday |
| | 6 | | 10 | | 6 | | Saturday |

| | |
|---|---|
| CURRENT SA Chg | $ 910.80 |
| Open Door | |
| NEW CHARGE | $ 874.38 |
| Total Mo Charges (Taxes Incl) | |

CUSTOMER SIGNATURE: X_____

PRINT NAME: _____ DATE: _____

NOTICE: BRUSH COLLECTION SERVICE NOT INCLUDED IN CONTAINER RATES / TRASH OUTSIDE CONTAINER WILL NOT BE PICKED UP CONTAINER WILL NOT BE SERVICED IF THERE IS ANY TYPE OF OBSTRUCTION AROUND DUMPSTER ( I.E. VEHICLE ), OVERFILLED CONTAINERS, DEBRIS / BRUSH PREVENTING PROPER SERVICE.

## *WORK ORDER STATUS*

NOTES: Upgrade to 2-8 cy 3 times per week.

| | | | |
|---|---|---|---|
| PLACED SERIAL # | | ON SITE SERIAL # | |
| REM SERIAL # | | DATE OF ACTION | |
| STATUS NOTES | | ACTION BY | |
| WORK ORDER BY | C. Garza | ACCTS MGR | |

*REVISED 4/2012*

**AI-39448** **IT Department 17. A.**

**CC REGULAR**

**Meeting Date:** 07/09/2013

**Submitted By:** Griselda Salazar, IT DEPARTMENT

**Department:** IT DEPARTMENT

## Information

### CAPTION

Authorization to purchase wireless service and devices through the County's membership/participation with Contract: DIR-SDD-1779 with Verizon Wireless for the following:

| Department: | Qty: | Description: | User: | Service Plan: | Equipment Total: |
|---|---|---|---|---|---|
| Comm. Pct. 2 | 1 | Cell Phone | County Wide Shop Office Use | Nationwide Talk Small Business Shr Primary 1400 @ $61.60/mo + $5.00/txs/fees = $66.60 X 6 (July-Dec 2013) = $399.60 | Samsung Convoy 2 @ $0. |
| Comm. Pct. 2 | 1 | Cell Phone | County Wide Shop Office Use | Nationwide Talk Small Business Shr Secondary 1400 @ $9.99/mo + $5.00/txs/fees = $14.99 X 6 (July-Dec 2013) = $89.94 | Samsund Convoy 2 @ $0. |
| Urban County | 2 | Data Cards | Office Use | Unlimited Mobile Broadband Plan @ $37.99/mo + $5.00/txs/fees = $42.99 X 6 (July-Dec 2013) = $257.94 X 2 = $515.88 | MIFI4620LE @ $0. |
| Fire Marshal | 5 | Data Cards | Office Use | Unlimited Mobile Broadband Plan @ $37.99/mo + $5.00/txs/fees = $42.99 X 6 (July-Dec 2013) = $257.94 X 5 = $1,289.70 | MIFI4620LE @ $0 |
| Fire Marshal | 4 | Data Cards | Office Use | Unlimited Mobile Broadband Plan @ $37.99/mo + $5.00/txs/fees = $42.99 X 6 (July-Dec 2013) = $257.94 X 4 = $1,031.76 | 4G LTE USB Modem @ $0. |

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1100-422-10-300-001-0-532

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

**BUDGETARY IMPACT:**

Available funds as of 06/27/13 (Req #238116).

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1200-431-00-122-004-0-532

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

**BUDGETARY IMPACT:**

Available funds as of 07/01/13 (Req# 236343).

---

## Attachments

Fire Marshal back up

Urban County Back Up

Pct 2 Back Up

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/27/2013 10:15 AM |
| Olga Garza | Olga Garza | 07/01/2013 04:22 PM |
| Purchasing Department | Monica Badillo | 07/02/2013 05:15 PM |

Form Started By: Griselda Salazar Started On: 06/26/2013 03:54 PM

Final Approval Date: 07/02/2013

F.M.

SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

**Wireless Proposal For Hidalgo County - Fire Marshal** **Date: 6/26/2013**

| Rate Plan: | Line Count | Discounted Monthly Access | Unlimited Minutes (Y/N) | Included Minutes | Included Text | Data Usage | Overage | Monthly Cost | Yearly Cost |
|---|---|---|---|---|---|---|---|---|---|
| 4G $37.99 Unlimited Mobile Broadband Plan (BGSA 666) | 9 | $37.99 | N | 0 | 0 | Inlimited | $0.00 | $341.91 | $4,102.92 |
| | | $0.00 | 0 | 0 | 0 | 0 | $0.00 | $0.00 | $0.00 |
| | | $0.00 | 0 | 0 | 0 | 0 | $0.00 | $0.00 | $0.00 |
| | | $0.00 | 0 | 0 | 0 | 0 | $0.00 | $0.00 | $0.00 |
| | | $0.00 | 0 | 0 | 0 | 0 | $0.00 | $0.00 | $0.00 |
| | | $0.00 | 0 | 0 | 0 | 0 | $0.00 | $0.00 | $0.00 |
| | | $0.00 | 0 | 0 | 0 | 0 | $0.00 | $0.00 | $0.00 |
| | | $0.00 | 0 | 0 | 0 | 0 | $0.00 | $0.00 | $0.00 |
| | | $0.00 | 0 | 0 | 0 | 0 | $0.00 | $0.00 | $0.00 |
| Total | 9 | $37.99 | | 0 | | | | $341.91 | $4,102.92 |

| Features<br>23% Discount applies to features of $24.99 and higher when combined with rate plans of $34.99 and higher. | Line Count | Discounted Monthly Access | Monthly Cost | Yearly Cost |
|---|---|---|---|---|
| | | $0.00 | $0.00 | $0.00 |
| | | $0.00 | $0.00 | $0.00 |
| | | $0.00 | $0.00 | $0.00 |
| | | $0.00 | $0.00 | $0.00 |
| | | $0.00 | $0.00 | $0.00 |
| | | $0.00 | $0.00 | $0.00 |
| Total | 0 | $0.00 | $0.00 | $0.00 |
| **RATE PLAN & FEATURE ESTIMATED ANNUAL COST** | | | | $4,102.92 |

| Quarterly Device Promotions | Line Count | Cost per Unit | | Total |
|---|---|---|---|---|
| Verizon Wireless MIFI4620LE (PP $27.99+) | 5 | $0.00 | | $0.00 |
| | | $0.00 | | $0.00 |
| | | $0.00 | | $0.00 |
| | | $0.00 | | $0.00 |
| | | $0.00 | | $0.00 |
| | | $0.00 | | $0.00 |
| Total | 5 | $0.00 | | $0.00 |
| **Device** | **Line Count** | **Cost per Unit** | | **Total** |
| Verizon Wireless 4G LTE USB Modem UML295 | 4 | $0.00 | | $0.00 |
| | | $0.00 | | $0.00 |
| | | $0.00 | | $0.00 |
| | | $0.00 | | $0.00 |
| | | $0.00 | | $0.00 |
| | | $0.00 | | $0.00 |
| Total | 4 | $0.00 | | $0.00 |
| **Accessory - 35% Off** | **Line Count** | **Cost per Unit** | **Discount** | **Total** |
| | | | | $0.00 |
| | | | | $0.00 |
| | | | | $0.00 |
| | | | | $0.00 |
| | | | | $0.00 |
| | | | | $0.00 |
| Total | 0 | $0.00 | | $0.00 |
| **EQUIPMENT ESTIMATED COST** | | | | $0.00 |

| INVESTMENT ESTIMATE | Total |
|---|---|
| Rate Plan & Feature Estimated Annual Cost: | $4,102.92 |
| Equipment Estimated Cost: | $0.00 |
| INVESTMENT TOTAL | $4,102.92 |

**Additional Notes:**

* Charge does not include roaming charges, minutes used over allowance, etc. Please consult with your Sales Representative for more information
** Equipment pricing and availability is subject to change.
*** All applicable price plan and feature discounts have already been applied

Service Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the State of Texas Department of Information Resources (DIR) Contract No. DIR-SDD-1779 Coverage, service and offers not available in all areas. Full terms and conditions, along with additional price plans offered by Verizon Wireless can be found on the http://www.dir.state.tx.us/ internet website. Price quotes do not reflect Federal Universal Service, E911 and Regulatory Fees, charges, or pass-through assessments. Please see information on Regulatory Surcharges and Fees below for additional details.

All quotes contained in this proposal are subject to the terms and conditions of the State of Texas DIR contract. Your accounts must be in good standing with Verizon wireless to migrate your existing lines of service to the pricing offered in this proposal if your Agency currently has service with Verizon Wireless. Price Plan changes and discounts may take up to two bill cycles to appear on your Verizon Wireless billing statement for accounts transitioning to an approved State of Texas contract vehicle. As part of our compliance with FCC requirements, Verizon Wireless allows only GPS-compliant devices to be activated on our network. If your current device is not GPS-compliant you will not be able to activate service on our network with your existing equipment.

This Quotation is valid for ninety (90) days from date listed on quote (except for promotional pricing which may expire sooner). Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.

*Updated 10.10.12*

# WIRELESS DEVICE REQUEST FORM W.2011.2

**TYPE OF REQUEST**

**County Owned Wireless Device:**
- ☑ Office Use *or* ☐ Individual
- ☐ Name Change
- ☐ Equipment Change
- ☐ Plan Change
- ☐ Delete Service

**Wireless Data Device:**
- ☑ Data Card (4)
- ☐ Blackberry
- ☐ Other: 4 MIFI's (5)

**Stipend:**
- ☐ Cellular Telephone $50/mo
- ☐ Data Pad $25/mo

**COUNTY OWNED WIRELESS DEVICE**

Office Use / Employee: office use Employee ID#: — Signature: —

Department: Fire Marshal Dept#: 300

Quantity: 9

Service: $34.91 /mo (x) 6 months = $2,051.46 Account: 3-1100-422-10-300-001-0 -532

Service: $45.00 /mo (x) 6 months = $270.00 Account: 3-1100-422-10-300-001-0-532 ~~-619/664~~

**Requisition Total:** $2,321.46 **Requisition Number:** 238116

**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 |
|---|---|---|
| | Wesley D. Bradley | 06/11/13 |

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

| Signature | Print Name | Date |
|---|---|---|
| | Valde Guerra | 6/13/13 |

**(4) IT DEPARTMENT ONLY:**

**Service Type Codes:** Unlimited Mobile Broadband @ 37.99 + 5.00 = 42.99 X 9 = 386.91/month

**Commissioner's Court Action:** **Commissioner's Court Date:** 7/9/13

☐ **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

# Requisition

**Req # 00238116**

**PO #**

**Date: 06/06/13**

**Bill To:** x
x

**Vendor :** 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

**Ship To:** FIRE MARSHAL
1124 NORTH "M" RD.
EDINBURG TX 78542

**Contact:** SULEMA
956-318-2656

**Contract No:**

**Special Instructions:**

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | PLEASE REFERENCE BACK TO REQ#233355 AND PO#690215. THIS WAS APPROVED THRU C.C. 3/26/13. ORDER WAS CHANGED DUE TO ITEMS BEING DISCONTINUED AND/OR OUT OF STOCK. ONCE NEW PO IS ISSUED, PO#690215 WILL BE CANCELLED.<br>DO NOT DUPLICATE ORDER | | |
| 6.00 | MONTH | 4G UNLIMITED MOBILE BROADBAND PLAN (BGSA 666)<br>4 USB DATA CARDS & 5 MIFI DATA CARDS @ $37.99 EACH=$341.91 PER MONTH | 341.91 | 2,051.46 |
| 6.00 | MONTH | TAXES AND FEES FOR 4 USB DATA CARDS AND 5 MIFI DATA CARDS<br>9 SERVICES X $5.00=$45.00 PER MONTH | 45.00 | 270.00 |
| | | Account No | Encumbrance | |
| | | 3-1100-422-10-300-001-0-532 | 2,321.46 | |
| | | | Freight | .00 |
| | | | Total | 2,321.46 |
| | | CONTRACT # DIR-SDD-1779 | | |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |

**Authorized By:** _____

U.C.P.

## SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

**Wireless Proposal For Hidalgo County** — **Date: 1/11/2013**

| Rate Plan: | Line Count | Discounted Monthly Access | Unlimited Minutes (Y/N) | Included Minutes | Included Text | Data Usage | Overage | Monthly Cost | Yearly Cost |
|---|---|---|---|---|---|---|---|---|---|
| 4G $37.99 Unlimited Mobile Broadband Plan (BGSA 666) | 1 | $37.99 | N | 0 | 0 | Unlimited | $0.00 | $37.99 | $455.88 |
| | | $0.00 | 0 | 0 | 0 | 0 | $0.00 | $0.00 | $0.00 |
| | | $0.00 | 0 | 0 | 0 | 0 | $0.00 | $0.00 | $0.00 |
| | | $0.00 | 0 | 0 | 0 | 0 | $0.00 | $0.00 | $0.00 |
| | | $0.00 | 0 | 0 | 0 | 0 | $0.00 | $0.00 | $0.00 |
| | | $0.00 | 0 | 0 | 0 | 0 | $0.00 | $0.00 | $0.00 |
| Total | 1 | $37.99 | | 0 | | | | $37.99 | $455.88 |

| Features<br>21% Discount applies to lines as of $25.99 and higher when combined with rate plans of $34.99 and higher. | Line Count | Discounted Monthly Access | Monthly Cost | Yearly Cost |
|---|---|---|---|---|
| | | $0.00 | $0.00 | $0.00 |
| | | $0.00 | $0.00 | $0.00 |
| | | $0.00 | $0.00 | $0.00 |
| | | $0.00 | $0.00 | $0.00 |
| | | $0.00 | $0.00 | $0.00 |
| | | $0.00 | $0.00 | $0.00 |
| Total | 0 | $0.00 | $0.00 | $0.00 |
| **RATE PLAN & FEATURE ESTIMATED ANNUAL COST** | | | | $455.88 |

X 2

| Quarterly Device Promotions | Line Count | Cost per Unit | | Total |
|---|---|---|---|---|
| Verizon Wireless MIP1462OLB (PP $27.99**) | 1 | $0.00 | | $0.00 |
| | | $0.00 | | $0.00 |
| | | $0.00 | | $0.00 |
| | | $0.00 | | $0.00 |
| | | $0.00 | | $0.00 |
| | | $0.00 | | $0.00 |
| Total | 1 | $0.00 | | $0.00 |
| **Device** | **Line Count** | **Cost per Unit** | | **Total** |
| | | $0.00 | | $0.00 |
| | | $0.00 | | $0.00 |
| | | $0.00 | | $0.00 |
| | | $0.00 | | $0.00 |
| | | $0.00 | | $0.00 |
| | | $0.00 | | $0.00 |
| Total | 0 | $0.00 | | $0.00 |
| **Accessory - 35% Off** | **Line Count** | **Cost per Unit** | **Discount** | **Total** |
| | | | | $0.00 |
| | | | | $0.00 |
| | | | | $0.00 |
| | | | | $0.00 |
| | | | | $0.00 |
| | | | | $0.00 |
| Total | 0 | $0.00 | | $0.00 |
| **EQUIPMENT ESTIMATED COST** | | | | $0.00 |

| INVESTMENT ESTIMATE | Total |
|---|---|
| Rate Plan & Feature Estimated Annual Cost: | $455.88 |
| Equipment Estimated Cost: | $0.00 |
| INVESTMENT TOTAL | $455.88 |

Additional Notes:

* Charge does not include roaming charges, minutes used over allowance, etc. Please consult with your Sales Representative for more information.
** Equipment pricing and availability is subject to change.
*** All applicable price plan and feature discounts have already been applied

Service Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the State of Texas Department of Information Resources (DIR) Contract No. DIR-SDD-1779 Coverage, service and offers not available in all areas. Full terms and conditions, along with additional price plans offered by Verizon Wireless can be found on the http://www.dir.state.tx.us/ Internet website. Price quotes do not reflect Federal Universal Service, E911 and Regulatory Fees, charges, or pass-through assessments. Please see information on Regulatory Surcharges and Fees below for additional details.

All quotes contained in this proposal are subject to the terms and conditions of the State of Texas DIR contract. Your accounts must be in good standing with Verizon wireless to migrate your existing lines of service to the pricing offered in this proposal if your Agency currently has service with Verizon Wireless. Price Plan changes and discounts may take up to two bill cycles to appear on your Verizon Wireless billing statement for accounts transitioning to an approved State of Texas contract vehicle. As part of our compliance with HSPD requirements, Verizon Wireless allows only GPS-compliant devices to be activated on our network. If your current device is not GPS compliant you will not be able to activate service on our network with your existing equipment.

This quotation is valid for ninety (90) days from date listed on quote (except for promotional pricing which may expire sooner). Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.

# 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: URBAN COUNTY PROGRAM Dept#: 250

Quantity: 2

Service: $ 75.98 /mo (x) 6 months = 455.88 Account: 5013-99-2101-6531-P9900-532

Service: $ 10.00 /mo (x) 6 months = 60.00 Account: 5013-99-2101-6531-P9900-619/664

Requisition Total: 515.88 Requisition Number: To be issued by UCP

**STIPEND**

(1) Employee: _____ Employee ID# _____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

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

Total: _____

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

Diana R. Serna — Signature | DIANA R. SERNA — Print Name | 6/24/13 — Date

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

Valde Guerra — Signature | Valde Guerra — Print Name | 6/24/13 — Date

**(4) IT DEPARTMENT ONLY:**

Service Type Codes: Unlimited Broadband Plan @ $37.99 + 5.00 taxes = 42.99 X 2 = 85.98

**Commissioner's Court Action:** **Commissioner's Court Date:** 7/9/13

☐ **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

Pct 2

## SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

**Wireless Proposal For County of Hidalgo Comm. Pct. 2** — **Date: 6/26/2013**

| Rate Plan: | Line Count | Discounted Monthly Access | Unlimited Minutes (Y/N) | Included Minutes | Included Text | Data Usage | Overage | Monthly Cost |
|---|---|---|---|---|---|---|---|---|
| NATIONWIDE TALK SMALL BUSINESS SHR PRIMARY 1400 S533380 0509 | 1 | $61.60 | N | 1,400 | 0 | 0 | $0.40 | $61.60 |
| NATIONWIDE TALK SMALL BUSINESS SHR SECONDARY 1400 S5333999 0509 | 1 | $9.99 | N | 0 | 0 | 0 | $0.40 | $9.99 |
| | | $0.00 | 0 | 0 | 0 | 0 | $0.00 | $0.00 |
| | | $0.00 | 0 | 0 | 0 | 0 | $0.00 | $0.00 |
| | | $0.00 | 0 | 0 | 0 | 0 | $0.00 | $0.00 |
| | | $0.00 | 0 | 0 | 0 | 0 | $0.00 | $0.00 |
| **Total** | 2 | $71.59 | | 1,400 | | | | $71.59 |

| Features<br>25% Discount applies to features of $24.99 and higher when combined with rate plans of $34.99 and higher. | Line Count | Discounted Monthly Access | Monthly Cost | Yearly Cost |
|---|---|---|---|---|
| | | $0.00 | $0.00 | $0.00 |
| | | $0.00 | $0.00 | $0.00 |
| | | $0.00 | $0.00 | $0.00 |
| | | $0.00 | $0.00 | $0.00 |
| | | $0.00 | $0.00 | $0.00 |
| | | $0.00 | $0.00 | $0.00 |
| **Total** | 0 | $0.00 | $0.00 | $0.00 |
| **RATE PLAN & FEATURE ESTIMATED ANNUAL COST** | | | | $859.08 |

| Quarterly Device Promotions | Line Count | Cost per Unit | | Total |
|---|---|---|---|---|
| Samsung Convoy 2 (PP $14.99+) | 2 | $0.00 | | $0.00 |
| | | $0.00 | | $0.00 |
| | | $0.00 | | $0.00 |
| | | $0.00 | | $0.00 |
| | | $0.00 | | $0.00 |
| | | $0.00 | | $0.00 |
| **Total** | 2 | $0.00 | | $0.00 |
| **Device** | **Line Count** | **Cost per Unit** | | **Total** |
| | | $0.00 | | $0.00 |
| | 2 | $0.00 | | $0.00 |
| | | $0.00 | | $0.00 |
| | | $0.00 | | $0.00 |
| | | $0.00 | | $0.00 |
| | | $0.00 | | $0.00 |
| **Total** | 2 | $0.00 | | $0.00 |
| **Accessory - 35% Off** | **Line Count** | **Cost per Unit** | **Discount** | **Total** |
| | | | | $0.00 |
| | | | | $0.00 |
| | | | | $0.00 |
| | | | | $0.00 |
| | | | | $0.00 |
| | | | | $0.00 |
| **Total** | 0 | $0.00 | | $0.00 |
| **EQUIPMENT ESTIMATED COST** | | | | $0.00 |

| INVESTMENT ESTIMATE | Total |
|---|---|
| **Rate Plan & Feature Estimated Annual Cost:** | **$859.08** |
| **Equipment Estimated Cost:** | **$0.00** |
| **INVESTMENT TOTAL** | **$859.08** |

**Additional Notes:**

* Charge does not include roaming charges, minutes used over allowance, etc. Please consult with your Sales Representative for more information.
** Equipment pricing and availability is subject to change.
*** All applicable price plan and feature discounts have already been applied

Service Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the State of Texas Department of Information Resources (DIR) Contract No. DIR-SDD-1779 Coverage, service and offers not available in all areas. Full terms and conditions, along with additional price plans offered by Verizon Wireless can be found on the http://www.dir.state.tx.us/ internet website. Price quotes do not reflect Federal Universal Service, E911 and Regulatory Fees, charges, or pass-through assessments. Please see information on Regulatory Surcharges and Fees below for additional details.

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This Quotation is valid for ninety (90) days from date listed on quote (except for promotional pricing which may expire sooner). Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.

# 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: County Wide Shop Employee ID# N/a Signature: N/A

Department: Pct. 2-CountyWide Dept#: #122

Quantity: 1

Service: $61.60/mo (x) 6 months = 369.60 Account: 3-1200-431-00-122-004-0 -532

Service: $5.00/mo (x) 6 months = 30.00 Account: 3-1200-431-00-122-004-0-532 ~~-619/664~~

**Requisition Total:** $489.54 **Requisition Number:** #236343

**STIPEND**

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

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

**Total:**_____

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

Hector Palacios

| Signature | Print Name | Date |
|---|---|---|
| | Hector "Tito" Palacios | 5/8/2013 |

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

| Signature | Print Name | Date |
|---|---|---|
| | | |

**(4) IT DEPARTMENT ONLY:**

**Service Type Codes:** Nationwide Talk Small Business Shr. Primary 1400
@ 61.60 + 5.00 = 666.60/mo

**Commissioner's Court Action:** **Commissioner's Court Date:** 7/9/13

☐ **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: County Wide Shop Employee ID# N/A Signature: N/A

Department: Pct.2-CountyWide Dept#: #122

Quantity: 1

Service: $ 9.99 /mo (x) 6 months = $59.94 Account: 3-1200-431-00-122-004-0 -532

Service: $ 5.00 /mo (x) 6 months = 30.00 Account: 3-1200-431-00-122-004-0-532 ~~-619/664~~

**Requisition Total:** $489.54 **Requisition Number:** #236343

**STIPEND**

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

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

**Total:**_____

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

Hector Palacios

_____ Hector "Tito" Palacios 5/8/2013

Signature Print Name Date

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

_____ _____ _____

Signature Print Name Date

**(4) IT DEPARTMENT ONLY:**

**Service Type Codes:** Nationwide Talk Small Business Shr. Secondary 1400
@ 9.99 + $5.00 = 14.99/month.

**Commissioner's Court Action:** **Commissioner's Court Date:** 7/9/13

☐ **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

# Requisition

**Req # 00236343**

**PO #**

**Date: 05/07/13**

**Bill To:** x
x

**Vendor :** 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

**Ship To:** HIDALGO CO. PCT 2
300 WEST HALL ACRES, SUITE G
PHARR TX 78577

**Contact:** YOLI CISNEROS
956-787-1891

**Contract No:** #DIR-SDD-1779

**Special Instructions:**
REQ. #0002

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | COUNTY WIDE SHOP DEPARTMENT | | |
| | | DO NOT DUPLICATE ORDER | | |
| 6.00 | MONTH | Nationwide Talk Small Business Shr Primary 1400 @ $61.60/mo + $5.00/txs/fees = $66.60 X 6 (July-Dec 2013) = $399.60 | 66.60 | 399.60 |
| 6.00 | MONTH | Nationwide Talk Small Business Shr Secondary 1400 @ $9.99/mo + $5.00/txs/fees = $14.99 X 6 (July-Dec 2013) = $89.94 | 14.99 | 89.94 |
| | | (2 PHONES FOR COUNTY WIDE SHOP DEPARTMENT) | | |
| | | Account No | Encumbrance | |
| | | 3-1200-431-00-122-004-0-532 | 489.54 | |
| | | | Freight | .00 |
| | | | Total | 489.54 |
| | | BLANKET PO FOR PHONE SERVICE | | |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |

**Authorized By:** _____

**AI-39293** **HIDTA - Task Force 18. A.**

**CC REGULAR**

**Meeting Date:** 07/09/2013

**Submitted For:** Rene Guerra, Criminal District Attorney **Submitted By:** Nelda Olivarez, HIDTA

**Department:** HIDTA

## Information

### CAPTION

Approval to process invoice as a claim in the amount of $30.44 to Verizon Wireless with authority for County Treasurer to issue check after auditing procedures are completed by County Auditor.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1254-412-00-270-014-0-532

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

**BUDGETARY IMPACT:**

Ref PO# 691595, funds available as of 6/28/2013.

## Attachments

Verizon-Claim

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/18/2013 03:29 PM |
| Obdett Calzada | Obdett Calzada | 06/28/2013 03:27 PM |
| Purchasing Department | Monica Badillo | 07/02/2013 05:15 PM |

Form Started By: Nelda Olivarez Started On: 06/18/2013 08:39 AM

Final Approval Date: 07/02/2013

verizonwireless

P.O. BOX 105378
ATLANTA, GA 30348

| Manage Your Account & View Your Usage Details | Account Number | Date Due |
|---|---|---|
| At vzw.com/mybusinessaccount | 323095655–00001 | Past Due |
| | Invoice Number | 9705808823 |

30000040 04 SP 1.520 **SNGLP T2 3 2971 78502-571919 1 E CNTX0105

HIDALDO CNTY HIDTA TASK FORCE
PO BOX 5719
MCALLEN, TX 78502-5719

HIDALGO COUNTY
HIDTA TASK FORCE
(1) Samuel Perez DATE: 6/14/13
GOODS/SERVICES RECEIVED BY:
(2) Samuel Perez DATE: 6/14/13
INVOICE RECEIVED BY:
(3) DATE:
APPROVE / DEPT HEAD
3-1254-412-00-270-014-0532 69595 PO#
ACCOUNT NO.
PO#
ACCOUNT NO.
PO#
ACCOUNT NO.

BALANCE FORWARD
1 Receipt#165633 (dated 06/10/13) (9.99)
2 Feb.-Invoice#6845729747 (messaging) 18.97
3 March-Invoice#9700829528 (messaging) 12.16
4 April-Invoice#9702487814 (messaging) 9.28
5 May-Invoice#97041457709 (messaging) 0.02

$ 30.44

## Quick Bill Summary

May 02 – Jun 01

| | |
|---|---|
| Previous Balance *(see back for details)* | $1,920.73 |
| Payments – Thank You | –$1,640.30 |
| Adjustments Equip. returned | –$249.99 |
| **Balance Forward Due Immediately** | **$30.44** |
| Monthly Charges | $779.85 |
| Usage and Purchase Charges | |
| Voice | $.00 |
| Messaging | $.00 |
| Data | $.00 |
| Verizon Wireless' Surcharges and Other Charges & Credits Fed Universal Service Charge | $20.32 |
| Taxes, Governmental Surcharges & Fees | $.00 |
| **Total Current Charges Due by June 26, 2013** | **$800.17** |

**Total Amount Due** **$830.61**

Our records indicate your account is past due. Please send payment now to avoid service disruption.

| Pay from Wireless | Pay on the Web | Questions: |
|---|---|---|
| #PMT (#768) | At vzw.com/mybusinessaccount | 1.800.922.0204 or *611 from your wireless |

VB

verizonwireless

Please Recycle

Bill Date June 01, 2013
Account Number 323095655–00001
Invoice Number 9705808823

HIDALDO CNTY HIDTA TASK FORCE
PO BOX 5719
MCALLEN, TX 78502–5719

## Total Amount Due

Make check payable to Verizon Wireless.
Please return this remit slip with payment.

**$830.61**

$ 8 0 0 . 1 7

PO BOX 660108
DALLAS, TX 75266–0108

☐ Check here and fill out the back of this slip if your billing address has changed or you are adding or changing your email address.

970580882301032309565500001000080017000083061 1

**AI-39282** **HIDTA - Task Force** **18. B.**

**CC REGULAR**

**Meeting Date:** 07/09/2013

**Submitted For:** Rene Guerra, Criminal District Attorney **Submitted By:** Nelda Olivarez, HIDTA

**Department:** HIDTA

## Information

### CAPTION

1. Authorization and approval to accept Award Grant No. G13SS0002A (Supplemental), between Hidalgo County and the Executive Office of the President-Office of National Drug Control Policy in the amount of $356,567.00 for the grant period of 01/01/2013 to 12/31/2014.
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 of $356,567.00.

### BACKGROUND

Consistent with P.L. 113-6, the Full-Year Continuing Appropriations Act, 2013, this Grant Award provides additional funding. The amount of $356,567.00 (52%), together with the amount of $329,138.00 (48%)previously approved by the Hidalgo County Commissioners' Count (AI-36947)represents the total amount of $685,705.00 for FY 2013 budget and spending ceiling for this grant.

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1291-412-00-270-003-3-XXX

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

**BUDGETARY IMPACT:**

Appropriation of funds in the amount of $356,567.00 from HIDTA Task Force Grant (G13SS0002A).

Funds are based on 52% of $685,705.00; 48% of funding were previously approved by CC (AI# 36947 2-26-13).

Grant Period: 01/01/2013 - 12/31/2014

Revenue Acct #3-1291-331-10-270-003-3-000 "HIDTA TASK FORCE FY13 REVENUES"

## Attachments

Grant Agreement#2

Appropriation#2

Cert of Rev

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|

| | | |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/18/2013 02:58 PM |
| Manuel Chapa | Manuel Chapa | 06/21/2013 02:43 PM |
| Obdett Calzada | Obdett Calzada | 06/28/2013 03:34 PM |
| Purchasing Department | Monica Badillo | 07/02/2013 05:15 PM |

Form Started By: Nelda Olivarez Started On: 06/17/2013 12:28 PM

Final Approval Date: 07/02/2013

| **Executive Office of the President**<br>**Office of National Drug Control Policy** | AWARD<br>Grant | Page 1 of 1 |
|---|---|---|
| 1. Recipient Name and Address<br>Mr. Ramon Garcia<br>Hidalgo County Auditor's Office<br>3100 S. Closner, Foxtrot Building<br>Edingburg, TX 78539 | 4. Award Number: G13SS0002A<br>5. Grant Period: From 01/01/2013 to 12/31/2014 | |
| 1A. Subrecipient IRS/Vendor No.<br>Subrecipient Name and Address | 6. Date: 5/31/2013<br>8. Supplement Number 1 | 7. Action<br>Initial<br>[X] Supplemental |
| 2A. Subrecipient IRS/Vendor No.: | 9. Previous Award Amount: | $329,138.00 |
| 3. Project Title | 10. Amount of This Award: | $356,567.00 |
| | 11. Total Award: | $685,705.00 |

12. • The above grant is approved subject to such conditions or limitation as are set forth in the original Grant.
    • Consistent with P.L. 113-6, the Full-Year Continuing Appropriations Act, 2013, this Grant Award document provides additional funding in the amount indicated in Block 10. This amount, together with the amount equivalent to 48% of the fiscal year 2012 funding level previously made available, as indicated in Block 9, represent the total FY 2013 budget and spending ceiling for this grant, as indicated in Block 11.

13. Statutory Authority for Grant: Public Law 113-6

| **AGENCY APPROVAL** | **RECIPIENT ACCEPTANCE** |
|---|---|
| 14. Typed Name and Title of Approving Official<br>Michael K. Gottlieb<br>National HIDTA Director | 15. Typed Name and Title of Authorized Official<br>Ramon Garcia<br>Hidalgo County Auditor's Office |
| 16. Signature of Approving ONDCP Official<br>Michael K. Gottlieb | 17. Signature of Authorized Recipient/Date |

| **AGENCY USE ONLY** | |
|---|---|
| 18. Accounting Classification Code<br>DUNS: 103110834<br>EIN: 1746000717A4 | 19. HIDTA AWARD<br>OND1070DB1314XX OND6113<br>OND2000000000 OC 410001 |

# Initiative Cash by HIDTA

## FY 2013

## Current Budget (net of reprogrammed funds)

| HIDTA | Agency Name | Initiative | Cash | Type | Grant |
|---|---|---|---|---|---|
| **SWB - South Texas** | **Hidalgo County Auditor's Office** | Hidalgo County DA HIDTA Task Force | 685,705.00 | Investigation | G13SS0002A |
| | ***Agency Total : Hidalgo County Auditor's Office*** | | **685,705.00** | | |
| **Total** | | | **685,705.00** | | |

# Budget Detail

## 2013 - SWB - South Texas

### Initiative - Hidalgo County DA HIDTA Task Force

### Award Recipient - Hidalgo County Auditor's Office (G13SS0002A)

### Resource Recipient - Hidalgo County District Attorney's Office

***Current Budget (net of reprogrammed funds)*** ***$685,705.00***

| Personnel | Quantity | Amount |
|---|---|---|
| Administrative Staff | 1 | $39,707.00 |
| Analyst - Intelligence | 1 | $32,929.00 |
| Financial Staff | 1 | $37,178.00 |
| Investigative - Law Enforcement Officer | 9 | $429,272.00 |
| **Total Personnel** | | **$539,086.00** |

| Fringe | Quantity | Amount |
|---|---|---|
| Administrative staff | 1 | $12,246.00 |
| Analyst - Intelligence | 1 | $10,174.00 |
| Financial staff | 1 | $10,476.00 |
| Investigative - Law Enforcement Officer | 9 | $113,723.00 |
| **Total Fringe** | | **$146,619.00** |
| **Total Budget** | | **$685,705.00** |

May 31, 2013

Mr. Ramon Garcia
Hidalgo County Auditor's Office
3100 S. Closner, Foxtrot Building
Edingburg, TX 78539

Dear Mr. Garcia:

Grant number G13SS0002A has been increased and now totals $685,705.00.

The original of Modification 1 is enclosed. If you accept this Modification, sign the Modification and return a copy to the Assistance Center in Miami. Keep the original Modification for your file.

All terms and conditions of the original award apply to the Modification. If you have any questions pertaining to this grant award, please feel free to contact Lisa Newton at (202) 395-6639.

Sincerely,

Michael K. Gottlieb

Michael K. Gottlieb
National HIDTA Director

Enclosures

DATE: June 17, 2013

DEPARTMENT HEAD: Rene Guerra,Criminal District Attorney

DEPARTMENT NAME: HIDTA Task Force

ACCOUNT NUMBER: Expenditure - 1291-412-00-270-003-3-xxx **(2013 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) |
|---|---|---|---|---|
| 3-1291-412-00-270-003-3- | 113 | Full - time Employees | $ | 280,325.00 |
| 3-1291-412-00-270-003-3- | 115 | Longevity pay | | 2,742.00 |
| 3-1291-412-00-270-003-3- | 211 | Health Insurance | | 20,935.00 |
| 3-1291-412-00-270-003-3- | 212 | Life Insurance | | 137.00 |
| 3-1291-412-00-270-003-3- | 220 | FICA / Social Security Contributions | | 21,445.00 |
| 3-1291-412-00-270-003-3- | 230 | Retirement | | 28,930.00 |
| 3-1291-412-00-270-003-3- | 250 | Unemployment Compensation | | 1,401.00 |
| 3-1291-412-00-270-003-3- | 260 | Workers' Compensation | | 652.00 |
| | | **TOTAL APPROPRIATIONS** | **$** | **356,567.00** |
| 3-1291-331-10-270-003-3- | 000 | **TOTAL ESTIMATED REVENUES** | **$** | **356,567.00** |

TO APPROPRIATE THE LAST 52% OF THE 2013 THE HIDALGO COUNTY HIDTA TASK FORCE GRANT

There are no areas in my current budget to reduce in order to fund the above mentioned item(s).

_____ __/__/__ _____

APPROVED BY COMMISSIONER'S COURT — DATE — DEPARTMENT HEAD SIGNATURE

_____

ATTEST BY COUNTY CLERK

# COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

June 19, 2013

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

**RE: Certification of Revenue**

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Executive Office of the President - Office of National Drug Control Policy. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

| AMOUNT | PURPOSE |
|---|---|
| $356,567.00 | Award No. G13SS0002A - South Texas McAllen Initiative<br>05/31/2013 Supplement #1 |

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

6/19/13
Date

**AI-39243** **Urban County 19. A.**

**CC REGULAR**

**Meeting Date:** 07/09/2013

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

**Department:** URBAN COUNTY

## Information

### CAPTION

Requesting approval to re-authorize Urban County Program Director to approve certain Change Orders on Urban County Projects

### BACKGROUND

The County of Hidalgo Procurement Procedures, in Section III, No. F (B), permits as follows:
"If a change order involves an increase or decrease in cost of $50,000 or less, the commissioners' court may grant general authority to an employee to approve change orders. However, the original price may not be increased by more than 25% unless the Change order is necessary to comply with a federal or state statue, rule,
regulation, or judicial decision enacted, adopted, or rendered after the contract was made.

The original contract price may not be decreased by 18 percent or more without the consent of the contractor."
The Urban County Program is requesting that such a Grant of General Authority be made to Director Diana R. Serna, under the conditions listed above, and for Change Orders requesting additional time for completion. This would help to speed up project spending and completion, while Commissioners' Court would still retain
responsibility for any proposed major changes.

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/13/2013 04:14 PM |
| Purchasing Department | Monica Badillo | 07/02/2013 05:15 PM |

Form Started By: Mary Flores Started On: 06/13/2013 01:51 PM

Final Approval Date: 07/02/2013

**AI-39231** **Urban County 19. B.**

**CC REGULAR**

**Meeting Date:** 07/09/2013

**Submitted For:** Candace Armenta **Submitted By:** Mary Flores, URBAN COUNTY

**Department:** URBAN COUNTY

## Information

### CAPTION

Urban County Program, on behalf of the City of Penitas, is requesting approval of a best and final negotiated contract for professional architectural services with Alcocer Garcia Associates, Inc. in the amount of $6,400.00 utilizing Year 25 (2012) Urban County funds for public facility improvements at the city's Public Library located at 1100 South FM 1427 in Penitas, Texas.

### BACKGROUND

Alcocer Garcia Associates, Inc. has submitted a best and final offer for the required professional architectural services for the 2012 public facility improvements project which consists of architectural design and construction administration services, electrical engineering, and structural engineering. Alcocer Garcia Associates, Inc. was the highest ranked firm by Commissioner's Court on January 9, 2013. Contract approval in the amount of $6,400.00 is being requested for professional services and legal counsel has approved the form contract as of 04/26/2012. See attached contract, letter of best and final offer, scope of services, and certificate of liability insurance.

Engineering Firm: Alcocer Garcia Associates, Inc.
Contract Amount: $ 6,400.00

Funds Available: $ 75,000.00 – FY 25 (2012) Penitas Public Facilities

## Attachments

Agenda backup
corrected agreement

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/13/2013 10:54 AM |
| Purchasing Department | Monica Badillo | 07/02/2013 05:15 PM |

Form Started By: Mary Flores Started On: 06/13/2013 09:16 AM

Final Approval Date: 07/02/2013

# CITY OF PEÑITAS

Mayor Marcos Ochoa
Mayor Pro-Tem Antonio Flores Jr.
Commissioner Alex Guajardo
Commissioner Tomas Cedillo Jr.
Commissioner JR Flores
City Manager Oscar Cuellar Jr.
City Secretary Ana Valdez


May 30, 2013

Ms. Diana Serna, Director
Hidalgo County Urban County Program
3304 W. Alberta Rd.
Edinburg, Texas 78539

Re: Entry Vestibule Addition to Existing Library

Dear Ms. Serna

We have reviewed the Final and Best Offer submitted by Alcocer Garcia Associates, Inc. on the project referenced. We find the proposed budget and associated A/E fees to be reasonable and within the costs we had anticipated for this project. We would appreciate you processing this for CCC approval at the earliest possible time so that the professional services contract can be approved and we can proceed on the project.

If you have any questions please let me know.

Respectfully

Oscar Cuellar
Interim City Manager

MAY 31 2013

# ALCOCER GARCIA ASSOCIATES , INC.

1333 E. Jasmine Ave. McAllen, Texas 78501 Off. 956-618-2007 Fax. 956-618-2008


April 4, 2013

City of Penitas
c/o Oscar Cuellar, Interim City Administrator
P.O. Box 204
Penitas, TX 78576

Re: Entry Vestibule Addition to Existing Public Library.

Dear Mr.Cuellar,

We hereby propose to provide architectural and engineering services for the referenced project. The Scope of Services is based on the following:

Our A/E services would be as contained in the standard Urban County Program Professional Services Agreement and include the following Basic Services:

1. Field measuring existing conditions.
2. Architectural Design and Construction Administration Services.
3. Electrical Engineering Design and Construction Administration Services.
4. Structural Engineering Design and Construction Administration Services.
5. Construction Specifications and Contract Documents.
6. Assist Owner in obtaining and evaluating proposals for construction.
7. Review project Shop Drawings and Submittals
8. Review and certify General Contractor's Application for Payments
9. Construction inspections and Reports
10. Punch -list inspection(s)
11 Final inspection and close-out documents
12. Provide City with up to 6 sets of the final plans and specifications.

The Basic Services A/E fee would be a sum of $ 6,000.00 We also propose to include the following:

Reproduction of plans and specifications ( 4 sets) + CDs..... 400.00

The total A/E Contract would be $ 6,000.00 + $ 400.00, for a total stipulated fixed sum of $ 6,400.00. Please consider the above our best and final offer.

Sincerely,

George A. Garcia,
Architect

cc: Candace Armenta, C.D. Coordinator,
Urban County Program

**STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

**Professional Services Agreement**

This Agreement, entered into this 2nd day of **July, 2013** by and between **Hidalgo County, Texas** acting by and through its **Urban County Program,** (hereinafter called the "Party") and **Alcocer Garcia Associates, Inc.**, duly authorized Architect, herein acting by **George Garcia, Architect** (hereinafter called the "Architect").

**WITNESSETH THAT:**

WHEREAS, Hidalgo County has received CDBG funds from the U.S. Dept. of Housing and Urban Development to be used by Urban County Participants.

WHEREAS, the Party is interested in obtaining Architectural Services;

WHEREAS, the Architect, duly licensed and registered to practice engineer in the State of Texas, has the professional abilities to undertake the study, evaluation, analysis and recommendations in a manner which shall provide the necessary public service while preserving and enhancing to the greatest degree possible the natural and proposed environment in the Project (as hereinafter defined) area; and

WHEREAS, the Party desires to engage the Architect to render certain services in connection therewith;

NOW, THEREFORE, the participants do mutually agree as follows:

**SECTION I**
**EMPLOYMENT OF THE ARCHITECT**

Party and Architect agree that Party's obligations under the Agreement are subject to and contingent upon actual receipt of adequate federal funds to meet the obligations of Party under this agreement. The Party agrees to employ the Architect to furnish and provide the architectural services as stated in the following sections and upon receipt of such satisfactory services, the Party agrees to pay the Architect as stated in the sections to follow.

**SECTION II**
**BASIC SERVICES OF THE ARCHITECT**

The Architect shall perform the following Basic Services for **City of Penitas Public Facilities Project** Account(s) **5012-60-3000-5000-6000**, *(the "Project') as more particularly described in Exhibit A attached hereto.*

## 2.1 Preliminary Phase

a. Attend preliminary conferences with the Party and, if requested, with the funding agency and other government agencies or interested parties regarding the project.

b. As may be required, comply and receive from the Party and the funding agencies approval on all work.

c. Prepare preliminary engineering plans on the Project in sufficient detail to indicate clearly the problems involved and solutions recommended with the cost estimates.

d. Obtain the Party's written approval of the work of this Preliminary Phase before proceeding with the next phase.

## 2.2 Design Phase

a. Attend the respective Party's meetings as requested for the purpose of explaining completed design work activities.

b. Advise the Party of any soil investigations or tests which, in the opinion of the Architect, may be required for the proper execution of the Project.

c. Provide all field information and surveys required for the design of the Project.

d. Plot field data and other survey information for the design of the Project.

e. Prepare detailed plans, specifications and contract documents and drawings (reproducible tracings) for construction authorized by the Party.

f. Furnish, if requested, the engineering data necessary for the Party to obtain permits required by local, state, and federal authorities.

g. Prepare cost estimates of authorized construction, based on prices for work. If such estimated costs exceed the monies available, the Party shall be consulted so that revisions can be made to reduce the cost as required.

h. Prepare all documents required for the advertisement and bidding of the Project in cooperation with the Party's staff.

i. Preparation of property or easement descriptions.

## 2.3 Construction Phase

The Construction Phase will commence with the execution of the prime construction contract(s). The Party will issue a ten (10) day commence work notice which will signal the commencement of work under any construction contracts and will terminate upon the Party's approval of the Architect's written approval of final payment to the Contractor(s). During the Construction Phase, the Architect will:

a. Assist the Party in opening and tabulating bids for the construction of the Project, and advise the Party in establishing the procedure for entering into construction phase.

b. Prepare the formal Contract Documents for the Contractor.

c. Make periodic visits to the site as required pursuant to the standards of Professional Architects on projects of this nature, provide project construction supervision, to observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the contract documents.

d. Consult with and advise the Party and issue all instructions and Change Orders to the Contractor selected by the Party.

e. During the progress of actual construction, Architect will continually keep the Owner informed with brief and concise information. A monthly progress report will be prepared and delivered to the Party including but limited to monies spent, construction time elapsed, percent of Project completed, a brief narrative of problems encountered and the anticipated completion date.

f. Review shop and working drawings furnished by Contractor(s) for general compliance with design concept and with information given in contract documents.

g. Review and provide a recommendation concerning samples, catalog data, schedules, shop drawings, laboratory, shape and mill tests of material and equipment and other data which the Contractor is required to submit, in compliance with the Contract Documents.

h. Prepare monthly and final estimates for payments to Contractor(s).

i. Architect shall accompany the Party on the Final Inspection to assure that the total work has been completed in accordance with the Contract Documents.

j. Prior to the Party's dispersal of any retainage of funds, render a written opinion to the Party that the construction has been completed according to the Contract Documents and provide the Party with a certificate of completion and release of liens documents from subcontractors.

k. Provide the Party with sepia copies of as-built drawings of the constructed improvements, within sixty (60) days of issuance of certificate of completion.

l. The Architect will be responsible for interim and final inspection.

m. Furnish to the Party six (6) sets of plans and six (6) sets of specifications and contract documents.

## SECTION III
## ADDITIONAL SERVICES OF THE ARCHITECT

If authorized in writing by the Party, the Architect will furnish or obtain from others Additional Services of the following types which are not considered normal or customary basic services; these will be paid for by the Party as indicated in Section VI.

3.1 Services of a Resident Project Representative, and other field personnel as required, for on-the-site observations of construction, other than periodic visits covered in Section 2.3 herein.

3.2 Detailed mill, shop and/or laboratory inspection of materials or equipment.

3.3 Major revision of Contract drawings as distinguished from modifications due to change orders, modifications to reduce the cost of the project or modifications requested to meet federal, state, or local regulations.

## SECTION IV
## REIMBURSABLE EXPENSES

4.1 Travel and subsistence required for the Architect and authorized by the Party to points other than within Hidalgo County and Project site.

4.2 Additional copies of reports and specifications over six (6) copies and additional prints of drawings over six (6) copies.

4.3 Reimbursable expenses as provided in Section IV herein shall be paid to the Architect on the basis of 1.1 times the Architects actual cost.

## SECTION V
## THE PARTY'S RESPONSIBILITIES

**The Party will:**

5.1 Provide full information as to requirements for the Project.

5.2 Assist the Architect by providing all available information pertinent to the Project including reports and any other data relative to design and construction of the Project.

5.3 Furnish the services or data as required such as appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Architect may rely upon in performing his services under this agreement.

5.4 Guarantee access to and make all provisions for the Architect to enter upon public and private property as required for the Architect to perform his services under this Agreement.

5.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Architect.

5.6 Pay for all costs incident to advertising and obtaining bids or proposals from Contractors.

5.7 Provide such legal and accounting services required to discharge the Party's responsibility under the terms of this Agreement and any Agreement with any governmental agency as may be required for the project, and such auditing services as the Party may require to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract.

5.8 Give prompt written notice to the Architect whenever the Party observes or otherwise becomes aware of any defect in the Project.

## SECTION VI
## PAYMENTS TO THE ARCHITECT

The Party agrees to pay the Architect for completed services as identified by the Party:

6.1 The Architect shall be paid a total fixed amount of **six thousand four-hundred dollars ($6,400.00)** for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Architect's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.

6.2 At Architect's completion and Party's approval of the Architect's services under the Preliminary Phase, Section 2.1 of this Agreement, Party shall pay a maximum of 15% of the sum set forth in Section 6.1 above.

6.3 At Architect's completion and Party's approval of the Architect's services under the Design Phase, Section 2.2 of this Agreement, Party shall pay a maximum of 60% of the sum set forth in Section 6.1 above.

6.4 At Architect's completion and Party's approval of the Architect's services under the Construction Phase, Section 2.3 of this Agreement, Party shall pay a maximum of 25% of the sum set forth in Section 6.1 above. Such sum to be paid periodically proportionately to the percentage of construction completed by the Contractor as determined by Architect's reports.

6.5 For Additional Services as provided in Section III herein the Architect shall be paid a sum of 1.1 times the Architect's actual cost for such services.

## SECTION VII
## OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes developed in connection with services performed hereunder belong to, and remain the property of the Party, in consideration of which it is mutually agreed that the Party will use them solely in connection with the Project and as base material for possible future projects.

## SECTION VIII
## TERMINATION

The Party may terminate this Agreement without cause at any time by a 30-day notice in writing to the Architect. Upon receipt of such notice, the Architect shall, unless the notice directs otherwise immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practical after receipt of notice of termination, the Architect shall submit a statement showing in detail the actual services that were performed under this Agreement to date of termination, the date such services were performed and the length of time spent by each person or party engaged in performing such services on each day,

The Party shall pay the Architect a sum of money equal to the reasonable value of the professional architect services rendered by the Architect to the Party in connection with the services performed under this Contract, less payments previously made by the Party to Architect on work performed and expenses incurred by Architect under the provisions of this Agreement. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement shall be delivered to the Party when and if this Agreement is terminated, but subject to the restrictions as to their use, as set forth above.

Notwithstanding the above, the Architect shall not be relieved of liability to the Party for damages sustained by the Party arising from Architect's negligent acts, errors or omissions related to Architect's obligations created under this Agreement.

## SECTION IX
## COUNTY AND CITY OFFICIALS

Architect agrees that no County or City official or Party employee shall be personally liable for any of the obligation created under this Agreement, or for any matter which may arise out of the Project, or any activities related thereto and hereby holds the Party, its political bodies and its employees harmless from and indemnifies them from any liability from any matter arising from Architect's negligent acts, errors or omissions related to Architect's obligations created under this Agreement.

## SECTION X
## SUCCESSORS AND ASSIGNS

Party and Architect each binds themselves, their partners, successors, executors, administrators, and assigns to the other party of Agreement in respect to all covenants of this Agreement. Neither the Party nor Architect shall assign or transfer any interest in this Agreement without the written consent of the other.

## SECTION XI
## TIME OF PERFORMANCE

The Architect contracts and agrees to commence work within ten (10) days from the date of written authorization to proceed and will complete the preparation of the preliminary phase and estimates by 90 days and will proceed upon authorization with final drawings, specifications, and contracts documents and complete same within the earliest practical time from such notice to proceed.

## SECTION XII
## LAW and VENUE

This agreement shall be governed by the laws of the State of Texas and is performable in Hidalgo County, Texas. Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas.

## SECTION XIII
## AMENDMENT

This Agreement may be amended only by a written document executed by the parties hereto.

## SECTION XIV
## COMPLIANCE WITH LOCAL LAWS

The Architect shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Architect shall save the Party harmless with respect to any damages arising from any negligence of the engineer in performing any of the work embraced by this Contract.

## SECTION XV
## ASSIGNABILITY

The Architect shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Party thereof; provided however, that claims for money due or to become due to the Architect from the Party under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Party.

## SECTION XVI
## GENERAL

16.1 Audit. The Party and/or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Architect which are directly pertinent to the Project for the purpose of making the audit, examination, excerpts, and transcriptions.

16.2 The Architect agrees to comply with the following Executive orders, Titles and Program Regulations, including any additional requirements that may be set forth by the Party.

a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.

b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

d. The Architect shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Architect pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Architect. Architect agrees to maintain such records in an accessible location for a period of three (3) years.

e. Executive Order 11246 (paragraph a-c for contracts under $10,000; paragraphs a-g for contracts over $10,000) - Equal Employment Opportunity.

Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

Equal Employment Opportunity for Activities and Contracts not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Architect shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Architect shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

16.3 Interest of Certain Federal Officials: No member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

16.4 Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or other Public Officials: No member, officer, or employee of the County or City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, to be performed in connection with the program assisted under the Agreement. The Architect shall incorporate or cause to be incorporated in all such documents in the paragraph in this Section.

## SECTION XVII
## INSURANCE

The Engineer shall obtain and keep in force during the term of its engagement on the Project, insurance as follows:

17.1 A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Architect shall furnish Party Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Architects commence operations under this Agreement, in the sum of Three Hundred Thousand Dollar ($300,000.00) for bodily injury and $100,000 for property damages.

17.2 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

17.3 A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of Party consistent with potential exposure of Party under the Texas Tort Claims Act;

17.4 Workers Compensation Insurance in amount established by Texas law, unless the Architect is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.

17.5 Professional Liability insurance in an amount of One Million Dollars ($1,000.000.00).

17.6 All insurance policies must be written by an insurance company or companies acceptable to the Party.

## SECTION XVIII
## WARRANTY

18.1 Architect represents and warrants to Owner all services rendered to Owner under this Agreement shall, at a minimum, comply with the Texas Architectural Practices Act (Tex. Civ. St. Ann., Article 3271) and rules of the Texas Board of Professional Architects.

## SECTION XIX
## EFFECTIVE DATE

The effective date of this contract shall be **July 2, 2013**. Such date being the date Hidalgo County Commissioners' Court approved entering into contract with Architect.

This Agreement is hereby approved this _____ day of _____, 20_____.

Signature:_____
**George Garcia, Architect**

Firm Name: **Alcocer Garcia Associates, Inc.**
Address: **1333 E Jasmine Ave**
City/ST/ZIP: **McAllen, TX 78501**

FED ID #/SS #: **26-4262500**

**STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

This instrument was acknowledged before me on this the ____ day of_____, 20__, by _____of and on behalf of _____,
(a corporation)(a partnership)(a sole proprietorship).

_____
(seal) Notary - Signature

---

**County of Hidalgo Urban County Program:**

_____ _____
Witness Diana R. Serna, UCP Director

**Revised as to Form:**
**Atlas, Hall & Rodriguez**
**By: Stephen L. Crain**
**On: July 06, 2012**

# Exhibit "A"

(Scope of Services)

See Attached

# ALCÓCER GARCÍA ASSOCIATES, INC.

1333 E. Jasmine Ave. McAllen, TX 78501 Tel (956)-618-2007 Fax (956) 618-2008


Project:: Entrance Vestibule Addition to Existing Library
City of Penitas, Texas

Preliminary Construction Cost Estimate

| | |
|---|---|
| Concrete sidewalk | $ 500 |
| Concrete footings | 1,100 |
| Carpentry | 2,508 |
| Metal Flashing & trim | 550 |
| Stucco | 3,819 |
| Gypsum Drywall | 800 |
| Suspended ceiling | 560 |
| Wall and ceiling Insulation | 450 |
| Tile flooring and base | 1,200 |
| Painting | 992 |
| Aluminum entrance replacement doors | 2,600 |
| Aluminum storefront with automatic sliding entrance doors | 7,800 |
| Electrical | 3,475 |
| Sub-total | $ 26,354 |
| Contingency | 2,600 |
| Total | $ 28,954 |

Total Project Cost Estimate

| | |
|---|---|
| Construction | $ 28,954 |
| Architectural / Engineering fee | 6,000 |
| Printing & CDs of final plans and specifications | 400 |
| Accessibility registration fee | 200 |
| Accessibility plan review | 250 |
| Accessibility post-construction inspection | 500 |
| Total | $ 36,304 |

George A. Garcia,
Architect
4 - 14 - 13

HIDALGO COUNTY URBAN COUNTY PROGRAM
ARCHITECT: ALCOCER GARCIA ASSOCIATES, inc
PROJECT: VESTIBULE ADDITION TO PUBLIC LIBRARY
OWNER: CITY OF PEñITAS, TX.

PROJECT DESCRIPTION: ENLARGEMENT AND ENCLOSURE OF EXISTING PORCH.
CONCRETE BLOCK, OR STUD FRAMING WITH STUCCO FINISH, AUTOMATIC SLIDING DOORS, LIGHTING, SECURITY, TILE FLOORING, GYPSUM BOARD INTERIOR, SUSPENDED CEILING SYSTEM.

| | PROJECT ACTIVITY - BASIC SERVICES PER A/E CONTRACT | ESTIMATED HOURS | | | | |
|---|---|---|---|---|---|---|
| | | ARCHITECT | PROJECT MANAGER | CADD TECHNICIAN | CLERICAL | |
| 1 | Meeting-Project organization (Owner/Architect) | | 2 | | | 1 |
| 2 | Measure existing conditions | | 1.5 | 1.5 | | 2 |
| 3 | Scale drawings - Demolition | 1 | | 1 | | 3 |
| 4 | Scale drawings - Improvements | 2 | 1.5 | 2 | | 4 |
| 5 | Cost estimate | | 2 | | 1 | 5 |
| 6 | Meeting - Review/Approval | | 1.5 | | | 6 |
| 7 | Construction Drawings | 4 | | 20 | | 7 |
| 8 | Technical Specifications | 2 | | | 1 | 8 |
| 9 | Meeting - Review / Approval of Final Documents | | 1.5 | | | 9 |
| 10 | UCP Bidding Documents Coordination | | 1 | | 1 | 10 |
| 11 | Distribution of Bidding Documents | | | | 2 | 11 |
| 12 | Meeting - Pre-Bid | | 2 | | | 12 |
| 13 | Meeting - Receipt of Bids | | 1.5 | | | 13 |
| 14 | Evaluate Bids received/recommendtion letter | 1 | | | 1 | 14 |
| 15 | Meeting - Pre-Construction | | 1 | | | 15 |
| 16 | Review / Processing Contractor's Submittals | | 4 | | 1.5 | 16 |
| 17 | Job-Site Inspections (4) | | 6 | | | 17 |
| 18 | Punch List Inspections / Reports | 1 | 2.5 | | 2 | 18 |
| 19 | Final Inspection / Report | | | | 1 | 19 |
| 20 | Close-Out Documents | 1 | 1 | | 2 | 20 |
| 21 | | | | | | 21 |
| 22 | | | | | | 22 |
| | Based on estimated hours, rates, A/E Contract total=$6,000.00 for Basic Services. | Total Hours | 12 | 29 | 24.5 | 12.5 | |
| | | Rate | $125.00 | $100.00 | $50.00 | $30.00 | |
| | | Totals | $1,500.00 | $2,900.00 | $1,225.00 | $375.00 | |

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/1/2013

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

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

| | |
|---|---|
| PRODUCER Quirk & Company<br>P.O. Box 792030<br>San Antonio, TX 78279<br><br>www.quirkco.com | CONTACT NAME:<br>PHONE (A/C, No, Ext): 210.342.9421 FAX (A/C, No): 210.340.4075<br>E-MAIL ADDRESS: |
| INSURED<br>Alcocer Garcia Associates<br>13333 E Jasmine<br>McAllen TX 78501 | INSURER(S) AFFORDING COVERAGE / NAIC #<br>INSURER A : Landmark American Insurance<br>INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** 15636207 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|---|---|---|---|---|---|---|---|
| | GENERAL LIABILITY<br>COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY PRO-JECT LOC | | | | | | EACH OCCURRENCE $<br>DAMAGE TO RENTED PREMISES (Ea occurrence) $<br>MED EXP (Any one person) $<br>PERSONAL & ADV INJURY $<br>GENERAL AGGREGATE $<br>PRODUCTS - COMP/OP AGG $<br>$ |
| | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) $<br>BODILY INJURY (Per person) $<br>BODILY INJURY (Per accident) $<br>PROPERTY DAMAGE (Per accident) $<br>$<br>$ |
| | UMBRELLA LIAB OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | | | | EACH OCCURRENCE $<br>AGGREGATE $<br>$<br>$<br>$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | WC STATU-TORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT $<br>E.L. DISEASE - EA EMPLOYEE $<br>E.L. DISEASE - POLICY LIMIT $ |
| A | PROFESSIONAL LIABILITY | | | LHR736615 | 11/10/2012 | 11/10/2013 | Per Claim Limit: $1,000,000 Ded. $2500.<br>Agg. Limit: $1,000,000 |

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

| CERTIFICATE HOLDER | CANCELLATION |
|---|---|
| Hidalgo County<br>Urban County Program<br>3304 W. Alberta<br>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.<br><br>AUTHORIZED REPRESENTATIVE<br>Robert Quirk |

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**STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

**Professional Services Agreement**

This Agreement, entered into this **9th** day of **July, 2013** by and between **Hidalgo County, Texas** acting by and through its **Urban County Program,** (hereinafter called the "Party") and **Alcocer Garcia Associates, Inc.**, duly authorized Architect, herein acting by **George Garcia, Architect** (hereinafter called the "Architect").

**WITNESSETH THAT:**

WHEREAS, Hidalgo County has received CDBG funds from the U.S. Dept. of Housing and Urban Development to be used by Urban County Participants.

WHEREAS, the Party is interested in obtaining Architectural Services;

WHEREAS, the Architect, duly licensed and registered to practice engineer in the State of Texas, has the professional abilities to undertake the study, evaluation, analysis and recommendations in a manner which shall provide the necessary public service while preserving and enhancing to the greatest degree possible the natural and proposed environment in the Project (as hereinafter defined) area; and

WHEREAS, the Party desires to engage the Architect to render certain services in connection therewith;

NOW, THEREFORE, the participants do mutually agree as follows:

**SECTION I**
**EMPLOYMENT OF THE ARCHITECT**

Party and Architect agree that Party's obligations under the Agreement are subject to and contingent upon actual receipt of adequate federal funds to meet the obligations of Party under this agreement. The Party agrees to employ the Architect to furnish and provide the architectural services as stated in the following sections and upon receipt of such satisfactory services, the Party agrees to pay the Architect as stated in the sections to follow.

**SECTION II**
**BASIC SERVICES OF THE ARCHITECT**

The Architect shall perform the following Basic Services for **City of Penitas Public Facilities Project** Account(s) **5012-60-3000-5000-6000**, (*the "Project') as more particularly described in Exhibit A attached hereto.*

**2.1 Preliminary Phase**

a. Attend preliminary conferences with the Party and, if requested, with the funding agency and other government agencies or interested parties regarding the project.

b. As may be required, comply and receive from the Party and the funding agencies approval on all work.

c. Prepare preliminary engineering plans on the Project in sufficient detail to indicate clearly the problems involved and solutions recommended with the cost estimates.

d. Obtain the Party's written approval of the work of this Preliminary Phase before proceeding with the next phase.

**2.2 Design Phase**

a. Attend the respective Party's meetings as requested for the purpose of explaining completed design work activities.

b. Advise the Party of any soil investigations or tests which, in the opinion of the Architect, may be required for the proper execution of the Project.

c. Provide all field information and surveys required for the design of the Project.

d. Plot field data and other survey information for the design of the Project.

e. Prepare detailed plans, specifications and contract documents and drawings (reproducible tracings) for construction authorized by the Party.

f. Furnish, if requested, the engineering data necessary for the Party to obtain permits required by local, state, and federal authorities.

g. Prepare cost estimates of authorized construction, based on prices for work. If such estimated costs exceed the monies available, the Party shall be consulted so that revisions can be made to reduce the cost as required.

h. Prepare all documents required for the advertisement and bidding of the Project in cooperation with the Party's staff.

i. Preparation of property or easement descriptions.

**2.3 Construction Phase**

The Construction Phase will commence with the execution of the prime construction contract(s). The Party will issue a ten (10) day commence work notice which will signal the commencement of work under any construction contracts and will terminate upon the Party's approval of the Architect's written approval of final payment to the Contractor(s). During the Construction Phase, the Architect will:

a. Assist the Party in opening and tabulating bids for the construction of the Project, and advise the Party in establishing the procedure for entering into construction phase.

b. Prepare the formal Contract Documents for the Contractor.

c. Make periodic visits to the site as required pursuant to the standards of Professional Architects on projects of this nature, provide project construction supervision, to observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the contract documents.

d. Consult with and advise the Party and issue all instructions and Change Orders to the Contractor selected by the Party.

e. During the progress of actual construction, Architect will continually keep the Owner informed with brief and concise information. A monthly progress report will be prepared and delivered to the Party including but limited to monies spent, construction time elapsed, percent of Project completed, a brief narrative of problems encountered and the anticipated completion date.

f. Review shop and working drawings furnished by Contractor(s) for general compliance with design concept and with information given in contract documents.

g. Review and provide a recommendation concerning samples, catalog data, schedules, shop drawings, laboratory, shape and mill tests of material and equipment and other data which the Contractor is required to submit, in compliance with the Contract Documents.

h. Prepare monthly and final estimates for payments to Contractor(s).

i. Architect shall accompany the Party on the Final Inspection to assure that the total work has been completed in accordance with the Contract Documents.

j. Prior to the Party's dispersal of any retainage of funds, render a written opinion to the Party that the construction has been completed according to the Contract Documents and provide the Party with a certificate of completion and release of liens documents from subcontractors.

k. Provide the Party with sepia copies of as-built drawings of the constructed improvements, within sixty (60) days of issuance of certificate of completion.

l. The Architect will be responsible for interim and final inspection.

m. Furnish to the Party six (6) sets of plans and six (6) sets of specifications and contract documents.

## SECTION III
## ADDITIONAL SERVICES OF THE ARCHITECT

If authorized in writing by the Party, the Architect will furnish or obtain from others Additional Services of the following types which are not considered normal or customary basic services; these will be paid for by the Party as indicated in Section VI.

3.1 Services of a Resident Project Representative, and other field personnel as required, for on-the-site observations of construction, other than periodic visits covered in Section 2.3 herein.

3.2 Detailed mill, shop and/or laboratory inspection of materials or equipment.

3.3 Major revision of Contract drawings as distinguished from modifications due to change orders, modifications to reduce the cost of the project or modifications requested to meet federal, state, or local regulations.

## SECTION IV
## REIMBURSABLE EXPENSES

4.1 Travel and subsistence required for the Architect and authorized by the Party to points other than within Hidalgo County and Project site.

4.2 Additional copies of reports and specifications over six (6) copies and additional prints of drawings over six (6) copies.

4.3 Reimbursable expenses as provided in Section IV herein shall be paid to the Architect on the basis of 1.1 times the Architects actual cost.

## SECTION V
## THE PARTY'S RESPONSIBILITIES

**The Party will:**

5.1 Provide full information as to requirements for the Project.

5.2 Assist the Architect by providing all available information pertinent to the Project including reports and any other data relative to design and construction of the Project.

5.3 Furnish the services or data as required such as appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Architect may rely upon in performing his services under this agreement.

5.4 Guarantee access to and make all provisions for the Architect to enter upon public and private property as required for the Architect to perform his services under this Agreement.

5.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Architect.

5.6 Pay for all costs incident to advertising and obtaining bids or proposals from Contractors.

5.7 Provide such legal and accounting services required to discharge the Party's responsibility under the terms of this Agreement and any Agreement with any governmental agency as may be required for the project, and such auditing services as the Party may require to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract.

5.8 Give prompt written notice to the Architect whenever the Party observes or otherwise becomes aware of any defect in the Project.

## SECTION VI
## PAYMENTS TO THE ARCHITECT

The Party agrees to pay the Architect for completed services as identified by the Party:

6.1 The Architect shall be paid a total fixed amount of **six thousand four-hundred dollars ($6,400.00)** for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Architect's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.

6.2 At Architect's completion and Party's approval of the Architect's services under the Preliminary Phase, Section 2.1 of this Agreement, Party shall pay a maximum of 15% of the sum set forth in Section 6.1 above.

6.3 At Architect's completion and Party's approval of the Architect's services under the Design Phase, Section 2.2 of this Agreement, Party shall pay a maximum of 60% of the sum set forth in Section 6.1 above.

6.4 At Architect's completion and Party's approval of the Architect's services under the Construction Phase, Section 2.3 of this Agreement, Party shall pay a maximum of 25% of the sum set forth in Section 6.1 above. Such sum to be paid periodically proportionately to the percentage of construction completed by the Contractor as determined by Architect's reports.

6.5 For Additional Services as provided in Section III herein the Architect shall be paid a sum of 1.1 times the Architect's actual cost for such services.

## SECTION VII
## OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes developed in connection with services performed hereunder belong to, and remain the property of the Party, in consideration of which it is mutually agreed that the Party will use them solely in connection with the Project and as base material for possible future projects.

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## SECTION XVI
## GENERAL

16.1 Audit. The Party and/or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Architect which are directly pertinent to the Project for the purpose of making the audit, examination, excerpts, and transcriptions.

16.2 The Architect agrees to comply with the following Executive orders, Titles and Program Regulations, including any additional requirements that may be set forth by the Party.

a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.

b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

d. The Architect shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Architect pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Architect. Architect agrees to maintain such records in an accessible location for a period of three (3) years.

e. Executive Order 11246 (paragraph a-c for contracts under $10,000; paragraphs a-g for contracts over $10,000) - Equal Employment Opportunity.

Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

Equal Employment Opportunity for Activities and Contracts not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Architect shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Architect shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

16.3 Interest of Certain Federal Officials: No member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

16.4 Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or other Public Officials: No member, officer, or employee of the County or City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, to be performed in connection with the program assisted under the Agreement. The Architect shall incorporate or cause to be incorporated in all such documents in the paragraph in this Section.

## SECTION XVII
## INSURANCE

The Engineer shall obtain and keep in force during the term of its engagement on the Project, insurance as follows:

17.1 A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Architect shall furnish Party Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Architects commence operations under this Agreement, in the sum of Three Hundred Thousand Dollar ($300,000.00) for bodily injury and $100,000 for property damages.

17.2 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

17.3 A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of Party consistent with potential exposure of Party under the Texas Tort Claims Act;

17.4 Workers Compensation Insurance in amount established by Texas law, unless the Architect is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.

17.5 Professional Liability insurance in an amount of One Million Dollars ($1,000.000.00).

17.6 All insurance policies must be written by an insurance company or companies acceptable to the Party.

## SECTION XVIII
## WARRANTY

18.1 Architect represents and warrants to Owner all services rendered to Owner under this Agreement shall, at a minimum, comply with the Texas Architectural Practices Act (Tex. Civ. St. Ann., Article 3271) and rules of the Texas Board of Professional Architects.

## SECTION XIX
## EFFECTIVE DATE

The effective date of this contract shall be **July 9, 2013**. Such date being the date Hidalgo County Commissioners' Court approved entering into contract with Architect.

This Agreement is hereby approved this _____ day of _____, 20_____.

Signature:_____
**George Garcia, Architect**

Firm Name: **Alcocer Garcia Associates, Inc.**
Address: **1333 E Jasmine Ave**
City/ST/ZIP: **McAllen, TX 78501**

FED ID #/SS #: **26-4262500**

**STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

This instrument was acknowledged before me on this the ____ day of_____, 20___, by _____of and on behalf of _____,
(a corporation)(a partnership)(a sole proprietorship).

_____
(seal) Notary - Signature

---

**County of Hidalgo Urban County Program:**

_____ _____
Witness Diana R. Serna, UCP Director

**Revised as to Form:**
**Atlas, Hall & Rodriguez**
**By: Stephen L. Crain**
**On: July 06, 2012**

# Exhibit "A"

(Scope of Services)

See Attached

**AI-39420** **Urban County 19. C.**

**CC REGULAR**

**Meeting Date:** 07/09/2013

**Submitted For:** Amanda Flores **Submitted By:** Mary Flores, URBAN COUNTY

**Department:** URBAN COUNTY

## Information

### CAPTION

Consideration and approval to submit Amendment Request No.3 which includes a Performance Statement Amendment, a Budget Amendment and an Implementation Schedule Amendment to the General Land Office (GLO) Contract No. 12-406-000-6453/ DRS210068.

### BACKGROUND

The proposed Performance Statement Amendment will state that Grantee (Hidalgo County) will partner with Hidalgo County Border Colonias Access Program (BCAP) to provide drainage and paving improvements for Tijerina Estates in Precinct No.1. BCAP will be responsible for funding the paving improvements while Grantee will be responsible for funding the drainage improvements. Tijerina Estates improvements will be let out for bids as one project inclusive of paving and drainage. The Budget Amendment will allow the estimated construction cost of BCAP Improvements to be included in the Flood & Drainage Line Item Category for the GLO Budget to allow for the completion of this project. The Project Implementation schedules for the Round 2.1 projects have been altered to reflect an estimated time frame of the 100% design submittals, advertising and bid openings.

## Attachments

Revised Budget

Proposed Modification

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/26/2013 02:57 PM |
| Purchasing Department | Monica Badillo | 07/02/2013 05:15 PM |

Form Started By: Mary Flores Started On: 06/25/2013 02:42 PM

Final Approval Date: 07/02/2013

**REVISED BUDGET**
**COUNTY OF HIDALGO**

| LINE | CATEGORIES | | CONTRACT FUNDS | | OTHER FUNDS | | TOTAL |
|---|---|---|---|---|---|---|---|
| 5. | Flood and Drainage Facilities | $ | 15,841,012 | $ | +105,955.30 | $ | 15,946,967.30 |
| 24. | Acquisition | $ | 1,840,633 | $ | | $ | 1,840,633 |
| 30. | Engineering/Architectural Serv. (Total for all construction accounts) | $ | 2,655,421 | $ | | $ | 2,655,421 |
| 33. | Planning / Project Delivery | $ | 605,240 | $ | | $ | 605,240 |
| | TOTALS | $ | 20,942,306 | $ | +105,955.30 | $ | 21048261.30 |

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**$105,955.30 – Border Colonia Access Program (BCAP) – Tijerina Estates**

## Project Implementation Schedule

Grantee: **Hidalgo County**

Grantee Contract No: **DRS210068 BID-1**

Grantee Contract Start: **04/12/12**

Grantee Contract End: **12/31/15**

Acquisition completion is after Bid Opening.




| Description | Cal. Days | Start | End | Milestone/ Submittal Dates |
|---|---|---|---|---|
| Activity: 5 Project: Delta Area Connector/ East Lateral | | | | Description: Flood and Drainage Improvements - Precinct No. 1 |
| Engineering Procurement/Contracting | 45 | 4/13/2012 | 5/28/2012 | 04/13/12 - 05/28/12 |
| 30% Design & Submittal | 45 | 5/29/2012 | 7/13/2012 | 05/29/12 - 07/13/12 |
| Environmental Procurement/Contracting[1] | 30 | 7/14/2012 | 8/13/2012 | 07/14/12 - 08/13/12 |
| Environmental ERR Preparation & Submittal | 200 | 8/14/2012 | 3/2/2013 | 08/14/12 - 03/02/13 |
| Environmental ERR Certification | 29 | 4/1/2013 | 4/1/2013 | 04/01/13 |
| Acquisition[2] | 450 | 7/14/2012 | 10/7/2013 | 07/14/12 - 10/07/13 |
| 60% Design & Submittal[3] | 60 | 7/28/2012 | 9/26/2012 | 07/28/12 - 09/26/12 |
| 100% Design & Submittal (Plans/Specs/Permits)[4] | 220 | 10/11/2012 | 5/19/2013 | 10/11/12 - 05/19/13 |
| Design Acceptance | 14 | 6/3/2013 | 6/3/2013 | 06/03/13 |
| Advertise | 60 | 8/3/2013 | 8/3/2013 | 08/03/13 |
| Bid Opening | 30 | 9/3/2013 | 9/3/2013 | 09/03/13 |
| Award | 30 | 10/4/2013 | 10/4/2013 | 10/04/13 |
| Construction[5] | 360 | 11/2/2013 | 10/28/2014 | 11/02/13 - 10/28/14 |
| Closeout Completion[6] | 60 | 1/27/2015 | 1/27/2015 | 01/27/15 |

[1] Environmental procurement/contracting is assumed to start the day following the 30% design submittal.

[2] Acquisition is assumed to start the day following the 30% design submittal. Acquisition duration was determined by and discussed with the County during the outreach conference call. Timeframes are approximate and subject to change.

[3] 60% design is assumed to start two (2) weeks after the 30% design submittal for review.

[4] 100% design is assumed to start two (2) weeks after the 60% design submittal for review.

[5] Construction is assumed to start four (4) weeks after construction award or four (4) weeks after design completion if bidding/award is not applicable.

[6] Closeout completion is assumed to occur 30 calendar days after closeout documents are submitted for review/approval.

## Project Implementation Schedule

Grantee: **Hidalgo County**

Grantee Contract No: **DRS210068 BID-2**

Grantee Contract Start: **04/12/12**

Grantee Contract End: **12/31/15**

Acquisition completion is after Bid Opening.

Grantee Contract

Year 12 — 13 — 14

| Description: | Cal. Days | Start | End | Milestone/ Submittal Dates: |
|---|---|---|---|---|
| Activity: 5 Project: Delta Area Connector/ East Lateral | | | | Description: Flood and Drainage Improvements - Precinct No. 1 |
| Engineering Procurement/Contracting | 45 | 4/13/2012 | 5/28/2012 | 04/13/12 - 05/28/12 |
| 30% Design & Submittal | 45 | 5/29/2012 | 7/13/2012 | 05/29/12 - 07/13/12 |
| Environmental Procurement/Contracting[1] | 30 | 7/14/2012 | 8/13/2012 | 07/14/12 - 08/13/12 |
| Environmental ERR Preparation & Submittal | 200 | 8/14/2012 | 3/2/2013 | 08/14/12 - 03/02/13 |
| Environmental ERR Certification | 29 | 4/1/2013 | 4/1/2013 | 04/01/13 |
| Acquisition[2] | 450 | 7/14/2012 | 10/7/2013 | **07/14/12 - 10/07/13** |
| 60% Design & Submittal[3] | 60 | 7/28/2012 | 9/26/2012 | 07/28/12 - 09/26/12 |
| 100% Design & Submittal (Plans/Specs/Permits)[4] | 225 | 10/11/2012 | 5/24/2013 | 10/11/12 - 05/24/13 |
| Design Acceptance | 14 | 6/8/2013 | 6/8/2013 | 06/08/13 |
| Advertise | 60 | 8/8/2013 | 8/8/2013 | 08/08/13 |
| Bid Opening | 30 | 9/8/2013 | 9/8/2013 | 09/08/13 |
| Award | 30 | 10/9/2013 | 10/9/2013 | 10/09/13 |
| Construction[5] | 360 | 11/7/2013 | 11/2/2014 | 11/07/13 - 11/02/14 |
| Closeout Completion[6] | 60 | 2/1/2015 | 2/1/2015 | 02/01/15 |

[1] Environmental procurement/contracting is assumed to start the day following the 30% design submittal.

[2] Acquisition is assumed to start the day following the 30% design submittal. Acquisition duration was determined by and discussed with the County during the outreach conference call. Timeframes are approximate and subject to change.

[3] 60% design is assumed to start two (2) weeks after the 30% design submittal for review.

[4] 100% design is assumed to start two (2) weeks after the 60% design submittal for review.

[5] Construction is assumed to start four (4) weeks after construction award or four (4) weeks after design completion if bidding/award is not applicable.

[6] Closeout completion is assumed to occur 30 calendar days after closeout documents are submitted for review/approval.

## Project Implementation Schedule

Grantee: **Hidalgo County**

Grantee Contract No: **DRS210068 BID-3**

Grantee Contract Start: **04/12/12**

Grantee Contract End: **12/31/15**

Grantee Contract Year 12 — 13 — 14

| Description | Cal. Days | Start | End | Milestone/ Submittal Dates |
|---|---|---|---|---|
| Activity: 5 Project: Penitas Drain | | | | Description: Flood and Drainage Improvements - Precinct No. 3 |
| Engineering Procurement/Contracting | 60 | 4/13/2012 | 6/12/2012 | 04/13/12 - 06/12/12 |
| 30% Design & Submittal | 30 | 6/13/2012 | 7/13/2012 | 06/13/12 - 07/13/12 |
| Environmental Procurement/Contracting[1] | 30 | 7/14/2012 | 8/13/2012 | 07/14/12 - 08/13/12 |
| Environmental ERR Preparation & Submittal | 200 | 8/14/2012 | 3/2/2013 | 08/14/12 - 03/02/13 |
| Environmental ERR Certification | 60 | 5/2/2013 | 5/2/2013 | 05/02/13 |
| Acquisition[2] | 400 | 7/14/2012 | 8/18/2013 | 07/14/12 - 08/18/13 |
| 60% Design & Submittal[3] | 90 | 7/28/2012 | 10/26/2012 | 07/28/12 - 10/26/12 |
| 100% Design & Submittal (Plans/Specs/Permits)[4] | 235 | 11/10/2012 | 7/3/2013 | 11/10/12 - 07/03/13 |
| Design Acceptance | 14 | 7/18/2013 | 7/18/2013 | 07/18/13 |
| Advertise | 30 | 8/18/2013 | 8/18/2013 | 08/18/13 |
| Bid Opening | 30 | 9/18/2013 | 9/18/2013 | 09/18/13 |
| Award | 30 | 10/19/2013 | 10/19/2013 | 10/19/13 |
| Construction[5] | 300 | 11/17/2013 | 9/13/2014 | 11/17/13 - 09/13/14 |
| Closeout Completion[6] | 60 | 12/13/2014 | 12/13/2014 | 12/13/14 |

[1] Environmental procurement/contracting is assumed to start the day following the 30% design submittal.

[2] Acquisition is assumed to start the day following the 30% design submittal. Acquisition duration was determined by and discussed with the County during the outreach conference call. Timeframes are approximate and subject to change.

[3] 60% design is assumed to start two (2) weeks after the 30% design submittal for review.

[4] 100% design is assumed to start two (2) weeks after the 60% design submittal for review.

[5] Construction is assumed to start four (4) weeks after construction award or four (4) weeks after design completion if bidding/award is not applicable.

[6] Closeout completion is assumed to occur 30 calendar days after closeout documents are submitted for review/approval.

## Project Implementation Schedule

Grantee: **Hidalgo County**
Grantee Contract No: **DRS210068 BID-4**
Grantee Contract Start: **04/12/12**
Grantee Contract End: **12/31/15**

Grantee Contract
Year 12 — 13 — 14

| Description | Cal. Days | Start | End | Milestone/ Submittal Dates |
|---|---|---|---|---|
| Activity: 5 Project: South Fork Drain | | | | Description: Flood and Drainage Improvements - Precinct No. 2 |
| Engineering Procurement/Contracting | 60 | 4/13/2012 | 6/12/2012 | 04/13/12 - 06/12/12 |
| 30% Design & Submittal | 60 | 6/13/2012 | 8/12/2012 | 06/13/12 - 08/12/12 |
| Environmental Procurement/Contracting[1] | | 8/13/2012 | 8/13/2012 | 08/13/12 - 08/13/12 |
| Environmental ERR Preparation & Submittal | 200 | 8/14/2012 | 3/2/2013 | 08/14/12 - 03/02/13 |
| Environmental ERR Certification | 60 | 5/2/2013 | 5/2/2013 | 05/02/13 |
| Acquisition[2] | | | | |
| 60% Design & Submittal[3] | 90 | 8/27/2012 | 11/25/2012 | 08/27/12 - 11/25/12 |
| 100% Design & Submittal (Plans/Specs/Permits)[4] | 80 | 12/10/2012 | 2/28/2013 | 12/10/12 - 02/28/13 |
| Design Acceptance | 14 | 3/15/2013 | 3/15/2013 | 03/15/13 |
| Advertise | 150 | 8/13/2013 | 8/13/2013 | 08/13/13 |
| Bid Opening | 30 | 9/13/2013 | 9/13/2013 | 09/13/13 |
| Award | 30 | 10/14/2013 | 10/14/2013 | 10/14/13 |
| Construction[5] | 330 | 11/12/2013 | 10/8/2014 | 11/12/13 - 10/08/14 |
| Closeout Completion[6] | 30 | 12/8/2014 | 12/8/2014 | 12/08/14 |

[1] Environmental procurement/contracting is assumed to start the day following the 30% design submittal.

[2] Acquisition is assumed to start the day following the 30% design submittal. Acquisition duration was determined by and discussed with the County during the outreach conference call. Timeframes are approximate and subject to change.

[3] 60% design is assumed to start two (2) weeks after the 30% design submittal for review.

[4] 100% design is assumed to start two (2) weeks after the 60% design submittal for review.

[5] Construction is assumed to start four (4) weeks after construction award or four (4) weeks after design completion if bidding/award is not applicable.

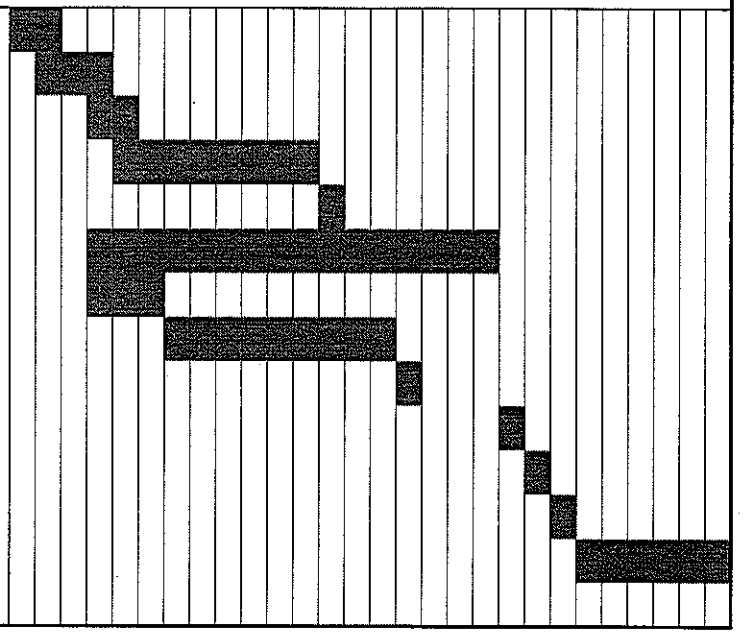
[6] Closeout completion is assumed to occur 30 calendar days after closeout documents are submitted for review/approval.

## Project Implementation Schedule

Grantee: **Hidalgo County**
Grantee Contract No: **DRS210068 BID-5**
Grantee Contract Start: **04/12/12**
Grantee Contract End: **12/31/15**

Grantee Contract Year 12 — 13 — 14

| Description | Cal. Days | Start | End | Milestone/ Submittal Dates |
|---|---|---|---|---|
| Activity: 5 Project: Delta Area Connector/ East Lateral | | | | Description: Flood and Drainage Improvements - Precinct No. 1 |
| Engineering Procurement/Contracting | 45 | 4/13/2012 | 5/28/2012 | 04/13/12 - 05/28/12 |
| 30% Design & Submittal | 45 | 5/29/2012 | 7/13/2012 | 05/29/12 - 07/13/12 |
| Environmental Procurement/Contracting[1] | 30 | 7/14/2012 | 8/13/2012 | 07/14/12 - 08/13/12 |
| Environmental ERR Preparation & Submittal | 200 | 8/14/2012 | 3/2/2013 | 08/14/12 - 03/02/13 |
| Environmental ERR Certification | 29 | 4/1/2013 | 4/1/2013 | 04/01/13 |
| Acquisition[2] | 450 | 7/14/2012 | 10/7/2013 | 07/14/12 - 10/07/13 |
| 60% Design & Submittal[3] | 60 | 7/28/2012 | 9/26/2012 | 07/28/12 - 09/26/12 |
| 100% Design & Submittal (Plans/Specs/Permits)[4] | 250 | 10/11/2012 | 6/18/2013 | 10/11/12 - 06/18/13 |
| Design Acceptance | 14 | 7/3/2013 | 7/3/2013 | 07/03/13 |
| Advertise | 125 | 11/6/2013 | 11/6/2013 | 11/06/13 |
| Bid Opening | 30 | 12/7/2013 | 12/7/2013 | 12/07/13 |
| Award | 30 | 1/7/2014 | 1/7/2014 | 01/07/14 |
| Construction[5] | 360 | 2/5/2014 | 1/31/2015 | 02/05/14 - 01/31/15 |
| Closeout Completion[6] | 60 | 5/2/2015 | 5/2/2015 | 05/02/15 |




[1] Environmental procurement/contracting is assumed to start the day following the 30% design submittal.

[2] Acquisition is assumed to start the day following the 30% design submittal. Acquisition duration was determined by and discussed with the County during the outreach conference call. Timeframes are approximate and subject to change.

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[4] 100% design is assumed to start two (2) weeks after the 60% design submittal for review.

[5] Construction is assumed to start four (4) weeks after construction award or four (4) weeks after design completion if bidding/award is not applicable.

[6] Closeout completion is assumed to occur 30 calendar days after closeout documents are submitted for review/approval.

Hidalgo County Pct. No.1
GLO Contract No. 12-406-000-6453
Tijerina Estates

Proposed Modification to Performance Statement for Delta Area Connector and Lateral

Grantee shall construct new storm sewer collection systems, swales, culverts, and outfalls at Colonias Bernal Heights, Bar, Chapa North, Chapa South, Olivarez #10, Olivarez #4, Puesta del Sol, Sunrise Subdivision, Olivarez #7, Olivarez #9, Olivarez #18, Tijerina Estates, and Mesquite Acres. *Tijerina Estates: Grantee (Hidalgo County) will partner with Hidalgo County Border Colonias Access Program (BCAP) to provide the aforementioned improvements for Tijerina Estates. BCAP will be responsible for the funding for the paving improvements. Grantee will be responsible for the funding for the drainage improvements. Tijerina Estates will be let out for bid as one project inclusive of paving and drainage. Grantee will request reimbursement from GLO for the drainage portion.* ***Limits of BCAP work will be San Rafael Drive from F.M. 1015 east for a distance of 1,320.0 feet and Angel Drive from San Rafael Drive to Mile 13 ½ North Road*** Work will include installation of box culverts, a gated box structure, concrete headwalls and weirs, irrigation pipes, and associates appurtenances. In addition, grantee shall clear and grub existing drainage system, excavate channel, install concrete riprap for erosion protection, and perform pavement repair and other site work associated with the construction. Construction shall take place in Hidalgo County, Texas, from Mile 12 ½ Road to the Hidalgo County Drainage District No.1 Ditch. Proposed improvements will increase the capacity of the drainage system and reduce flooding.

These activities shall benefit sixty-four thousand six hundred ninety (64,690) persons, of which forty-four thousand three hundred twenty-one (44,321), or sixty-eight percent (68%), are of low to moderate income.

**AI-39412** **Urban County 19. D.**

**CC REGULAR**

**Meeting Date:** 07/09/2013

**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 contract for the demolition and reconstruction of the following:

1. (1) Unit in the City of Alamo and (2) units in the City of Mercedes in the amount of $131,020.00 to G & G Contractors.

**BACKGROUND**

FY'11 Rehab Prog.
Funds available: $429,506.55

Legal Review June 19, 2013

STAFF COMMENTS & RECOMMENDATION:
The applicants were approved to receive assistance under the Owner-Occupied Housing Rehabilitation Program by the County Commissioners' Court on December 11, 2012. Bids were received and opened at the Hidalgo County Purchasing Department on Wednesday, March 27, 2013.

## Attachments

Bid
Contractor Insurance
Sanchez -Plans
Gamez-
Rodriguez-Plans
Construction Loan Agreement
Construction Loan Agreement
Construction Loan Agreement

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/25/2013 02:02 PM |
| Purchasing Department | Monica Badillo | 07/02/2013 05:15 PM |

Form Started By: Mary Flores Started On: 06/24/2013 05:04 PM

Final Approval Date: 07/02/2013

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPT NAME: COUNTY OF HIDALGO URBAN COUNTY PROGRAM

Bid Opening Date: March 27, 2013 Bid Opening Time: 9:30 am

Description of Bid: Demolition and Reconstruction of Single Unit in Alamo and Two (2) in the City of Mercedes

Grant #: M-11-UC-48-0501-MG

| G & G CONTRACTORS | | | |
|---|---|---|---|
| | UNITS | TOTAL BID AMOUNT | BID BOND/CASHIER'S CHECK INCLUDED |
| 1 | R. SANCHEZ | $43,940.00 | BB INCLUDED |
| 2 | N. RODRIGUEZ | $42,740.00 | BB INCLUDED |
| 3 | M. GAMEZ | $44,340.00 | BB INCLUDED |

| REYNA HOMES | | | |
|---|---|---|---|
| | UNITS | TOTAL BID AMOUNT | BID BOND/CASHIER'S CHECK INCLUDED |
| 1 | R. SANCHEZ | $47,300.00 | MO INCLUDED |
| 2 | N. RODRIGUEZ | $46,700.00 | MO INCLUDED |
| 3 | M. GAMEZ | $46,900.00 | MO INCLUDED |

| A-1 INSULATION | | | |
|---|---|---|---|
| | UNITS | TOTAL BID AMOUNT | BID BOND/CASHIER'S CHECK INCLUDED |
| 1 | R. SANCHEZ | $46,850.00 | CC INCLUDED |
| 2 | N. RODRIGUEZ | $46,500.00 | CC INCLUDED |
| 3 | M. GAMEZ | $46,350.00 | CC INCLUDED |

***TYPED AS READ AT BID OPENING, AMOUNTS NOT VERIFIED/CALCULATED**

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 5/24/2013

PRODUCER
EDDIE VILLARREAL INSURANCE AGENCY
506 W UNIVERSITY DR
EDINBURG, TX 78539
956-381-0951 * ASK FOR VIOLA ALLEN

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
RENE GARZA JR
DBA G & G CONTRACTORS
5125 S HWY 281 STE 3
EDINBURG, TX 78539
956-929-1567

| INSURERS AFFORDING COVERAGE | NAIC# |
|---|---|
| INSURER A: ESSEX INSURANCE COMPANY | |
| INSURER B: TEXAS COUNTY MUTUAL | |
| INSURER C: TEXAS MUTUAL INS CO | |
| INSURER D: | |
| INSURER E: | |

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE(MM/DD/YY) | POLICY EXPIRATION DATE(MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|---|
| A | | GENERAL LIABILITY<br>[X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC | 3DL0679 | 03/14/13 | 03/14/14 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] ALL OWNED AUTOS<br>[X] SCHEDULED AUTOS<br>[ ] HIRED AUTOS<br>[ ] NON-OWNED AUTOS | 604891354 | 03/14/13 | 03/14/14 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| | | GARAGE LIABILITY<br>[ ] ANY AUTO | | | | AUTO ONLY - EA ACCIDENT<br>OTHER THAN AUTO ONLY: EA ACC<br>AGG | $<br>$<br>$ |
| | | EXCESS/UMBRELLA LIABILITY<br>[ ] OCCUR [ ] CLAIMS MADE<br>[ ] DEDUCTIBLE<br>[ ] RETENTION $ | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| C | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below | SBP-0001221990 | 03/15/13 | 03/15/14 | WC STATU-TORY LIMITS [X] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| | | OTHER | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

HIDALGO COUNTY URBAN COUNTY PROGRAM
3304 W. ALBERTA PROGRAM
EDINBURG, TEXAS 78539

irene.montoya@ucp.co.hidalgo.tx.us

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ 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.

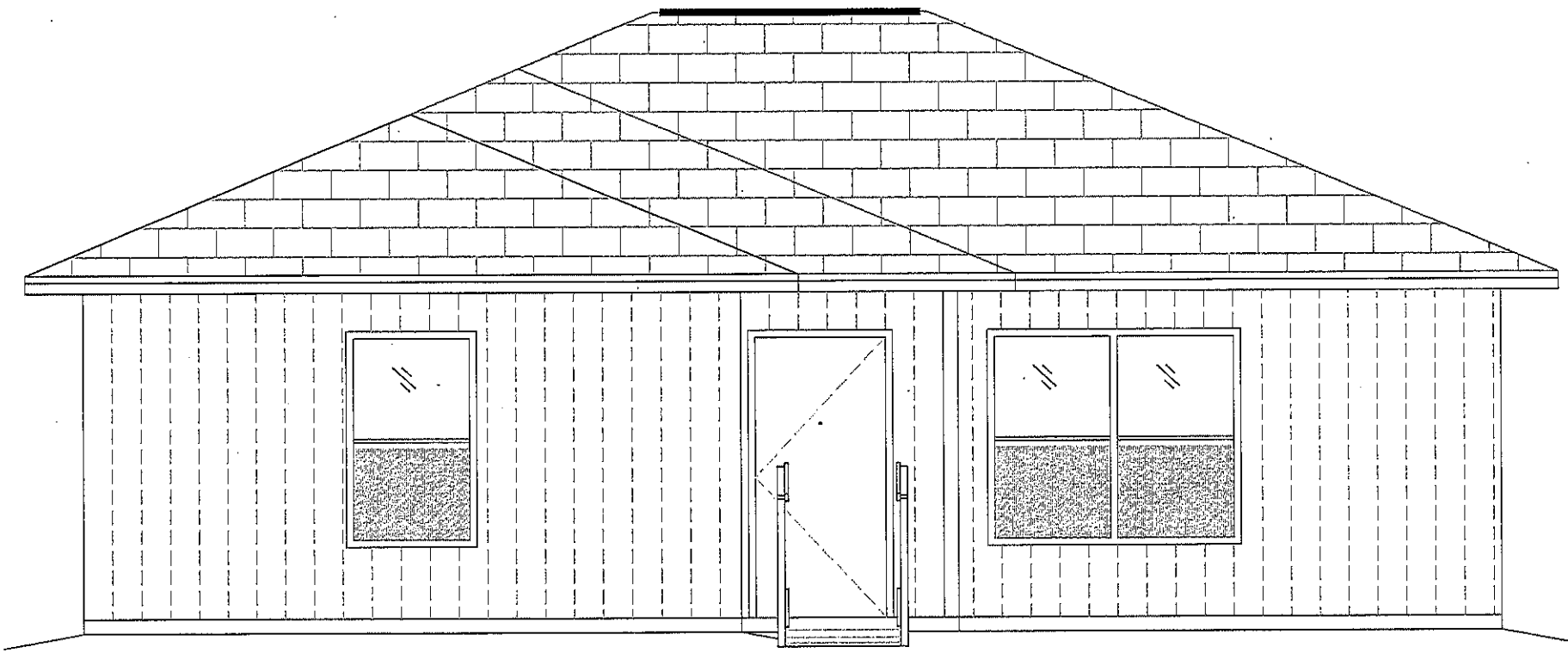
AUTHORIZED REPRESENTATIVE

Viola Allen



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# SANCHEZ RESIDENCE




ROBERT SANCHEZ
840 E. Duranta Ave- Alamo
956-358-6036

URBAN COUNTY PROGRAM
3304 W. Alberta - Edinburg
(956) 787-8127


TOTAL AREA
1030 SQ. FT.

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

ROBERT SANCHEZ
840 E. DURANTA AVE - ALAMO

NOTE:
Please verify with city/county on setbacks and for any requirements regarding sidewalk, driveway, landscaping, and any other obligations as per city regulations/ordinances.

HOWEVER, any house that is made for handicap accessibility will always require driveway with connecting sidewalk to ramp.

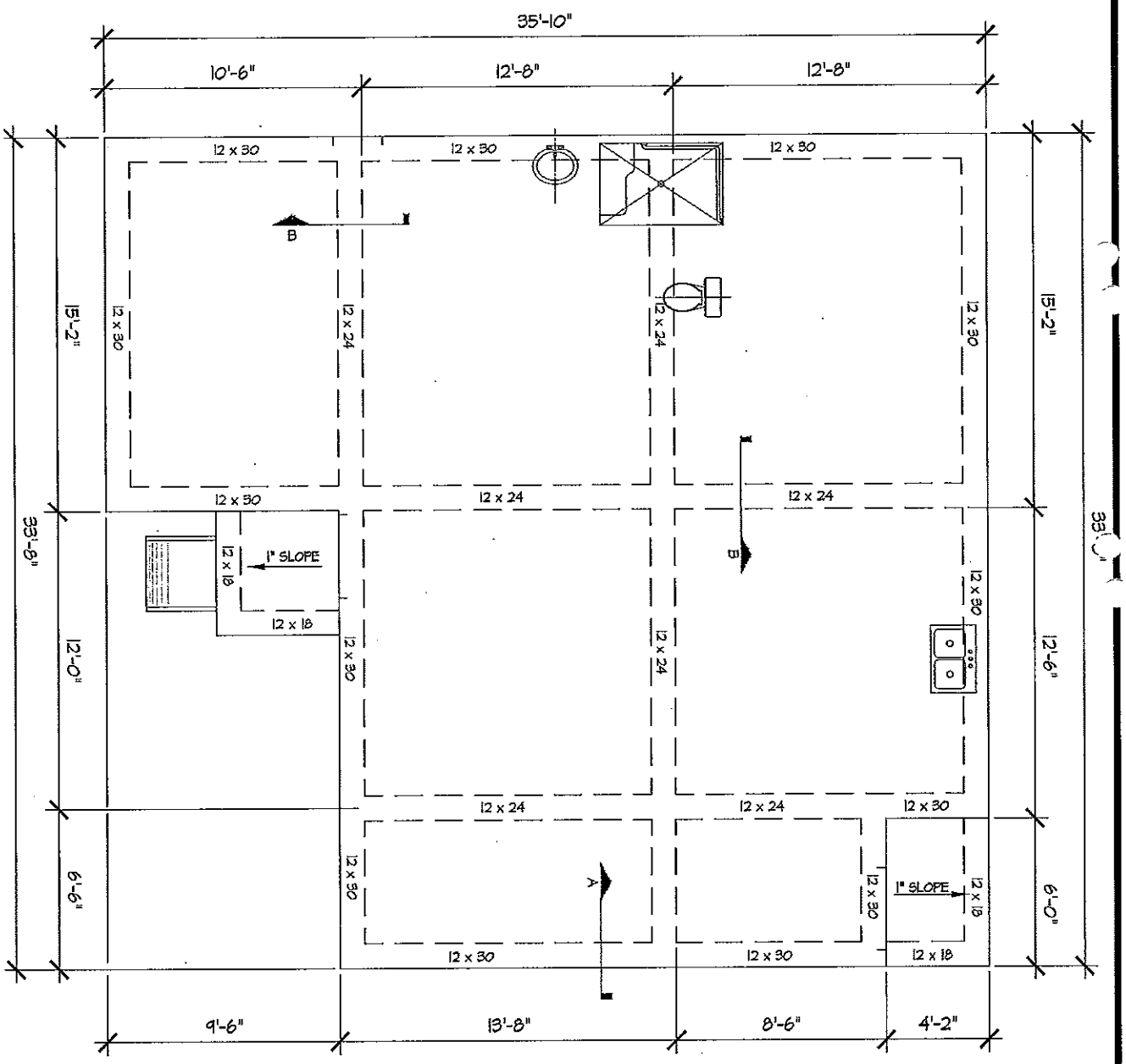
Remember to provide 6" of landscape dirt around house with sufficient grass seed up to 10' of perimeter. In addition, remember to replace septic tank if needed and is more than 10 yrs old.

1 ROOF/ PLOT PLAN
XREF
SCALE: 1" = 1'-0"

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

ROBERTO SANCHEZ
840 E. DURANTA AVE, ALAMO, TX

LIVING AREA
1055 SQ. FT.




## 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.

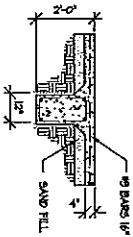
-CORNER BARS: AT ALL CORNERS & INTERSECTIONS 2'X2' - #5 APPLY 6X6 #6 WIRE MESH AT SIDEWALKS AND DRIVEWAYS.

-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.

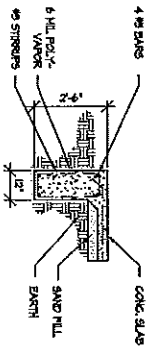
### B-INTERIOR BEAM

-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.




### 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.



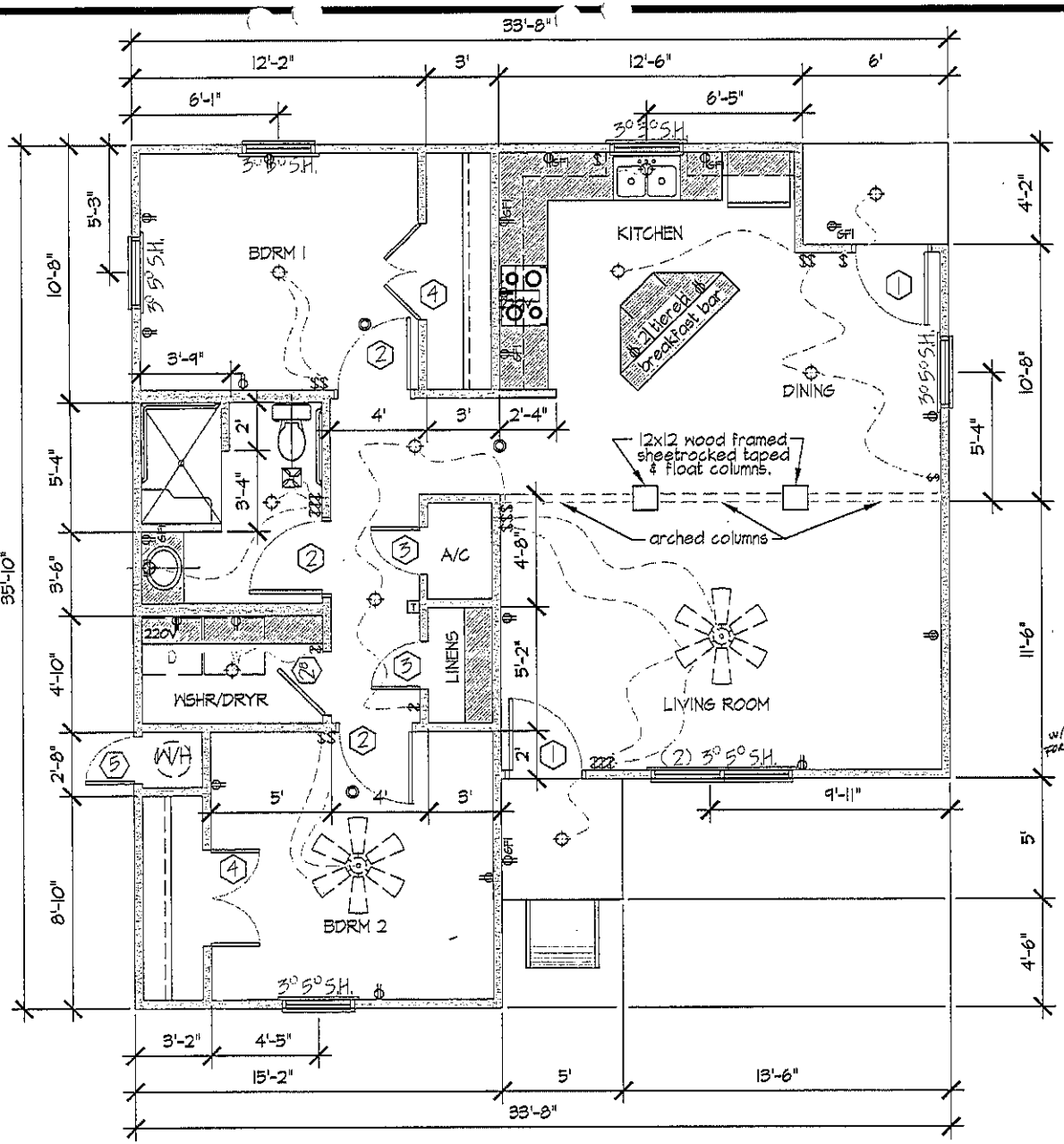

URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

ROBERTO SANCHEZ

840 E. DURANTA AVE, ALAMO, TX

TOTAL AREA
1055 SQ. FT.




FLOORPLAN

## SQUARE FOOTAGE

| | |
|---|---|
| LIVING AREA | 1005 |
| PORCH/ PATIO | 50 |
| TOTAL SQ. FT. | 1055 |

## 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 |

## 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 | $ 2⁰ | HOLLOW CORE | PASSAGE |
| 4 | INSTALL NEW UNIT | (2) 2⁰ | HOLLOW CORE | PASSAGE |
| 5 | INSTALL NEW UNIT | 2⁰ | HOLLOW METAL | LOCK W/ DEADLOCK |

## 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/ PROPANE STOVE. w/ELECT. FOR IGNITION

-INSTALL A MIN. OF TWO PHONE JACKS & CABLE CONNECTIONS AS PER OWNERS REQUEST.

EXTERIOR COLOR CHOICES TO BE OR MATCH:

SW 7014 wall EIDERWHITE — SW 6205 trim COMFORT GRAY

INTERIOR COLOR CHOICES TO BE OR MATCH:

SW 6169 wall SEDATE GRAY — SW 6385 trim DOVEWING

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME THIS 22nd DAY OF FEB. 2013

Roberto Sanchez

Belen Sanchez

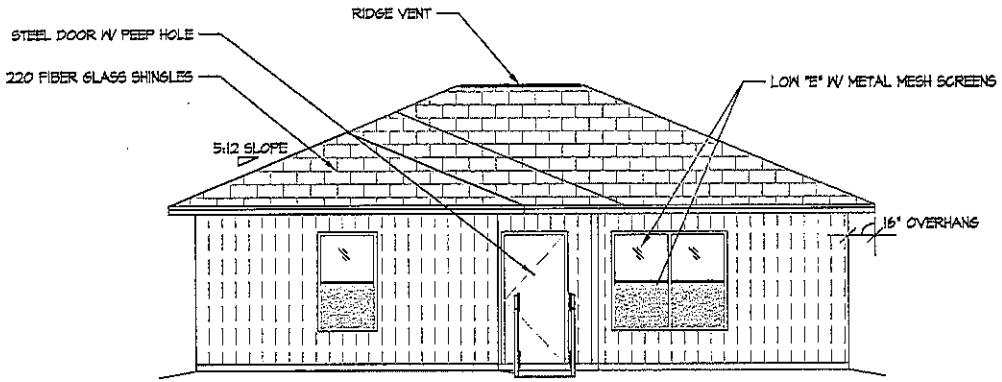
URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

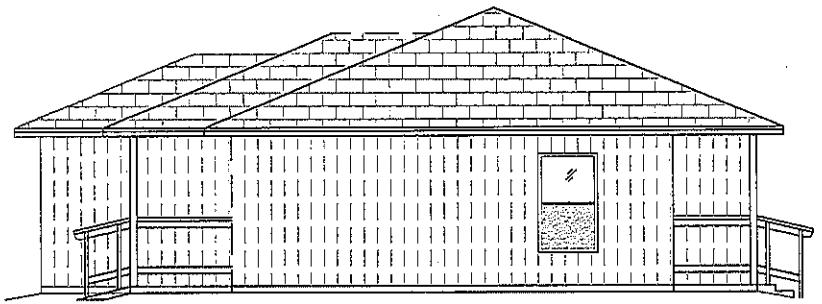
ROBERTO SANCHEZ

840 E. DURANTA AVE, ALAMO, TX

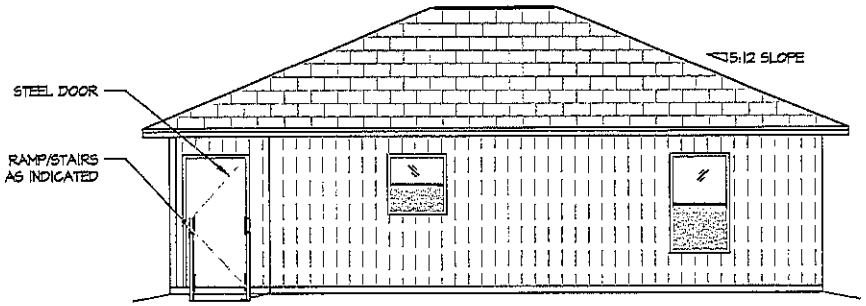
TOTAL AREA 1055 SQ. FT.



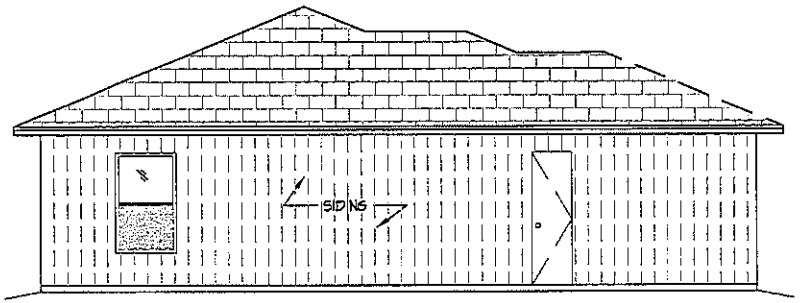

FRONT ELEVATION



RIGHT ELEVATION




BACK ELEVATION




LEFT ELEVATION

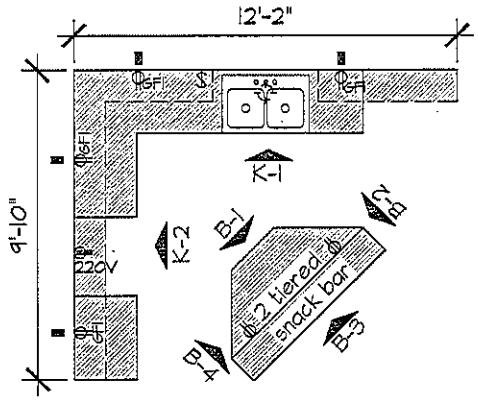
URBAN COUNTY PROGRAM

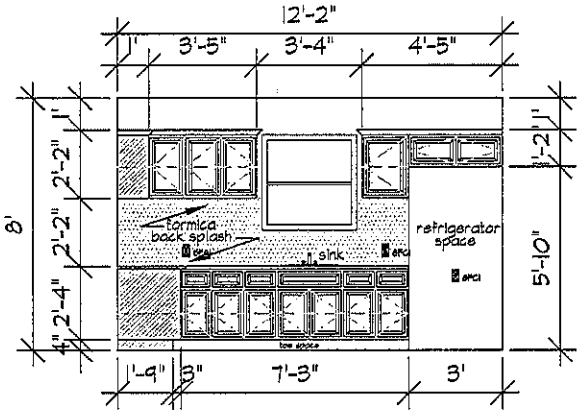
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

TOTAL AREA
1055 SQ. FT.

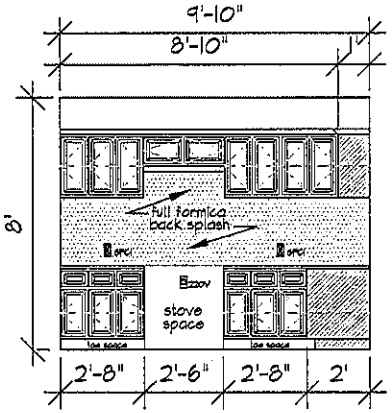
ROBERTO SANCHEZ
840 E. DURANTA AVE, ALAMO, TX

5 OF 6

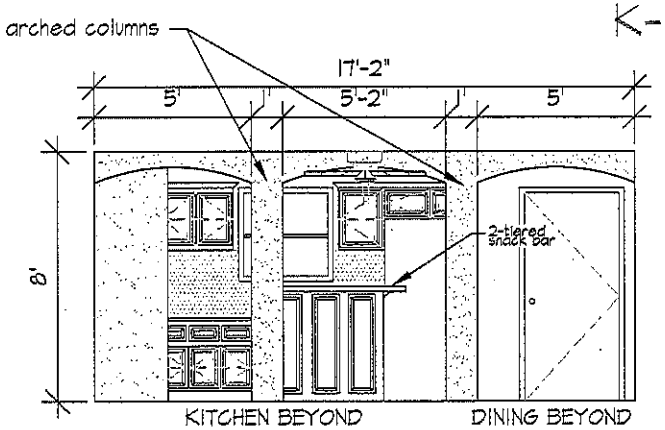


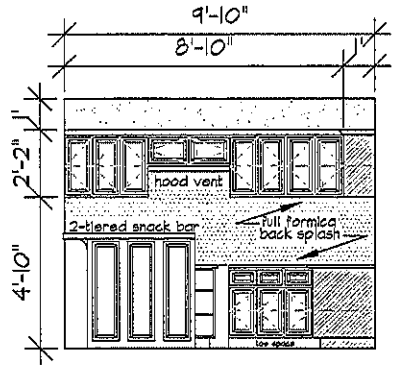

K-1



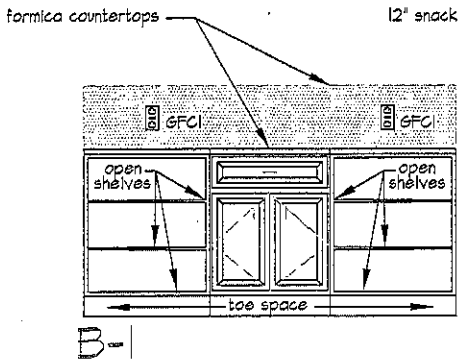

K-2



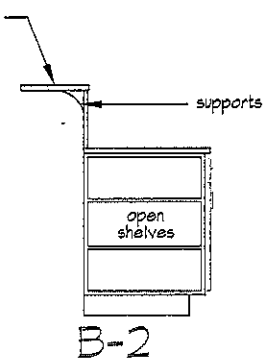

L-1



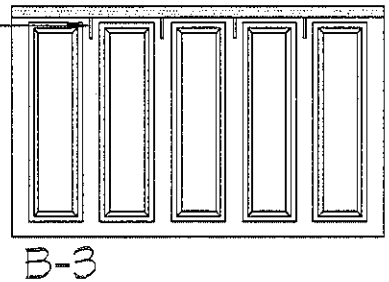

D-1



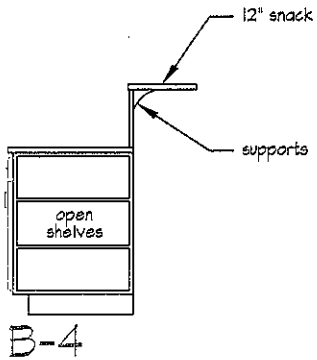

B-1




B-2



B-3




B-4

URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

ROBERTO SANCHEZ

840 E. DURANTA AVE, ALAMO, TX

TOTAL AREA
1055 SQ. FT.

# SPECIFICATIONS

**ALL *SPECIFICATIONS* SHALL ASSUME THE USE OF *CONTRACTOR'S MINIMUM GENERAL SPECIFICATIONS MANUAL***

OWNER (S) ROBERTO SANCHEZ CASE NO.: AM 05-11-01 DATE: 2/21/13 ADDRESS: 840 E. DURANTA ALAMO, TX PHONE: 956-358-6036 BY: ERIC TREVINO

## 1. FOUNDATION WORK:

BUILD A NEW CONCRETE FOUNDATION TO COMPLY WITH PLANS, SPECS, CITY AND / COUNTY REQUIREMENTS. PROJECTS TO BE 18" ABOVE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. PROVIDE CONCRETE SLAB FOR A/C UNIT & A MIN. OF 12 X 25 DRIVEWAY (depending on city).

## 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
- PEDESTAL SINK W/ RELATED PLUMBING & FAUCETS
- TOILET OF MATCHING COLOR
- SHOWER WITH RELATED PLUMBING AND HANDICAP ACCESSIBLE.
- SHOWER FAUCETS & REMOVABLE SHOWER HEAD
- 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 MIN).*

## 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 MIN).*

## 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 KTCHEN/ BATHROOM **FORMICA COUNTER TOP** OF MATCHING COLOR.

*BUILD AND / OR INSTALL A NEW VANITY CABINET (IF APPLICABLE) 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 HOOD TO FIT OWNER'S RANGE SIZE (30" OR 36") AND VENT TO EXTERIOR.*

## 15. BATHROOM ACCESSORIES:

*ALL ACCESSORIES & MEDICINE CABINETS AS PER SPECS. INCLUDE CURTAIN ROD & PLASTIC THRESHOLD TO HELP PREVENT WATER FROM ESCAPING SHOWER. INSTALL PEDESTAL SINK AND CABINET ABOVE TOILET. (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 25 DRIVEWAY AND STEPS WITH HANDRAILS*

*BATHROOM SHOULD ACCOMMODATE GRAB BARS WHERE INDICATED IN PLANS*

## 17. HEATING & A/C:

*PROVIDE & INSTALL A **14 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.
- 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.
- MINIMUM 12x-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 ***(demo to fin inspection)***
- SHOWER ENTRANCES TO BE 36" WIDE
- ALL UCP HOMES MUST COMPLY WITH TEXAS GOVERNMENT CODE §2306.514

***THE HOMEOWNER SHALL BE RESPONSIBLE FOR***

- REMOVE AND DISPOSE OF ALL DEBRIS ON SITE BEFORE THI BEGINNING OFCONSTRUCTION, INCLUDING BUT NOT LIMITE TO TIRES, ABANDONEDVEHICLES, OLD LUMBER, ETC.
- MAKING NECESSARY DEPOSITS FOR ANY UTILITIES TO BE CONNECTED TO THE NEW DWELLING.

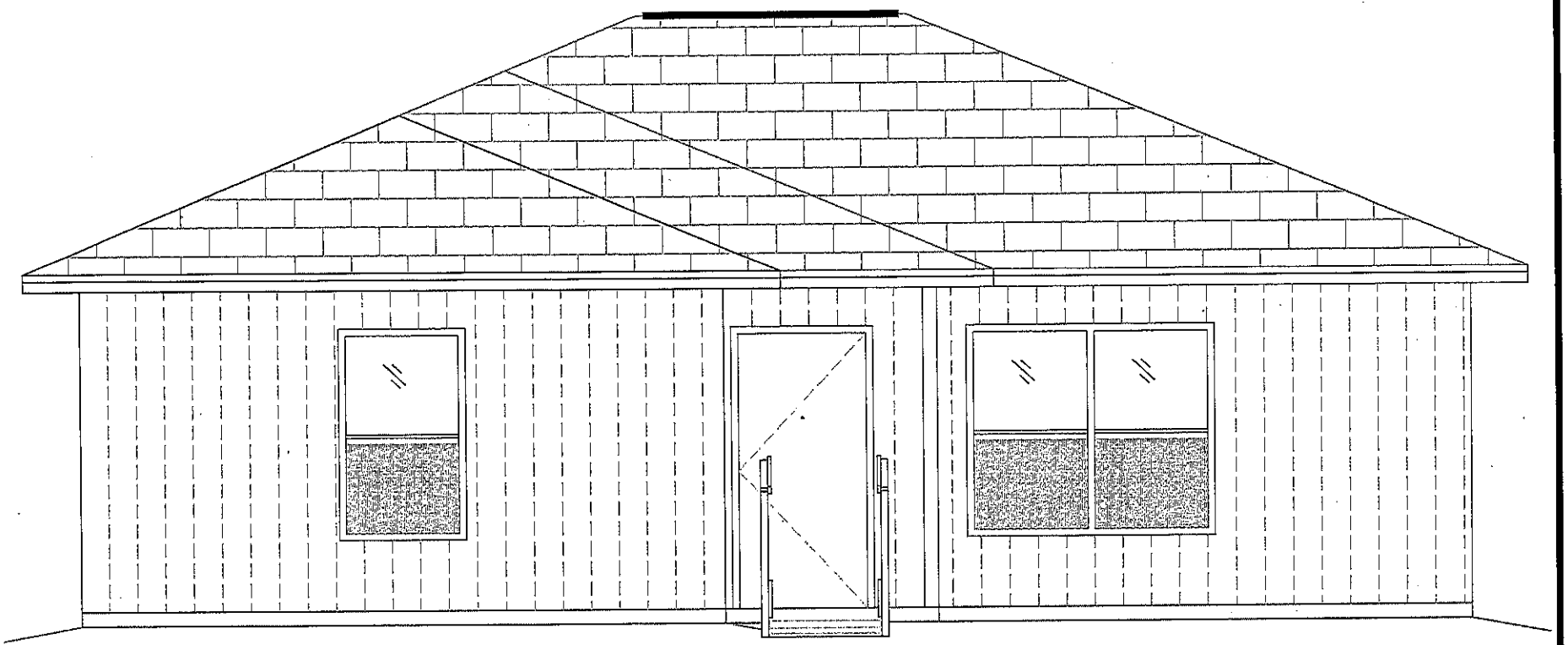
**I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME.**

Roberto Sanchez

**NAME OF APPLICANT**

Belen Sanchez

# GAMEZ RESIDENCE




MARGARITA GAMEZ
1045 Hidalgo ST- Mercedes
956-472-5684

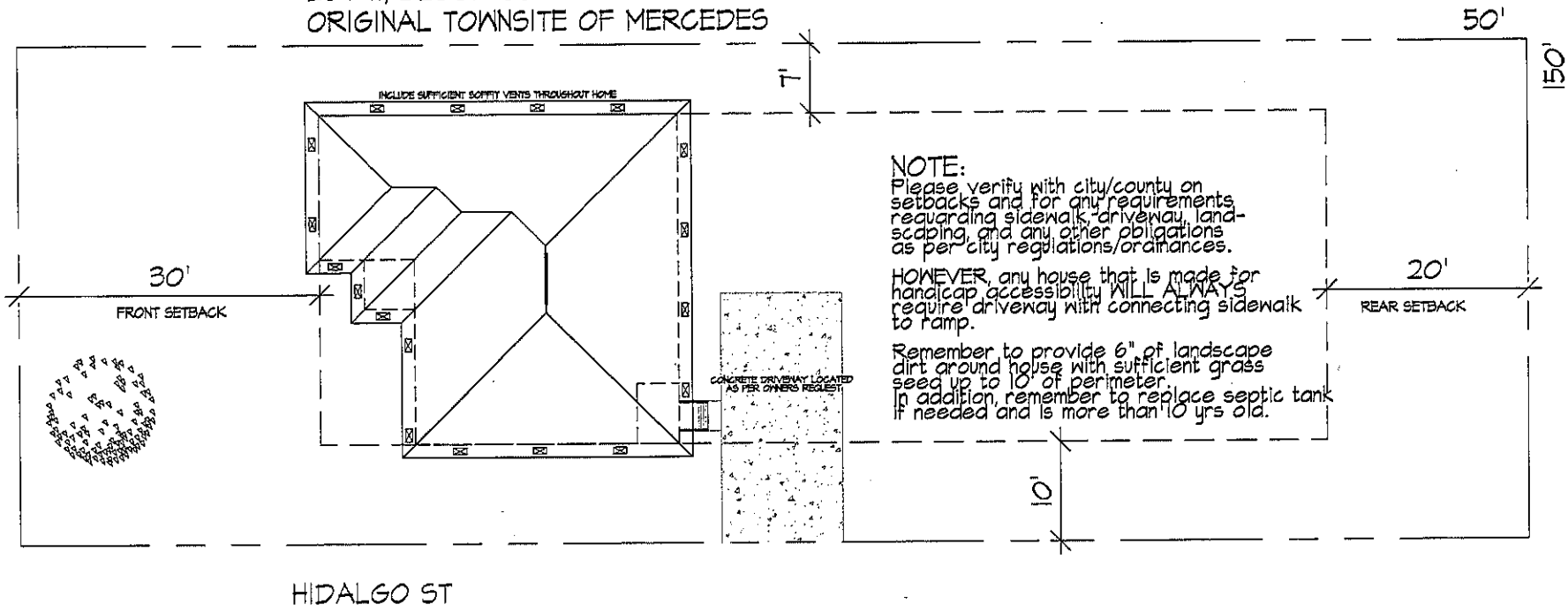
URBAN COUNTY PROGRAM
3304 W. Alberta - Edinburg
(956) 787-8127


URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

TOTAL AREA
1016 SQ. FT.

MARGARITA GAMEZ
1045 HIDALGO ST - MERCEDES, TX

LOT 11, BLOCK 68
ORIGINAL TOWNSITE OF MERCEDES




COLORADO ST.

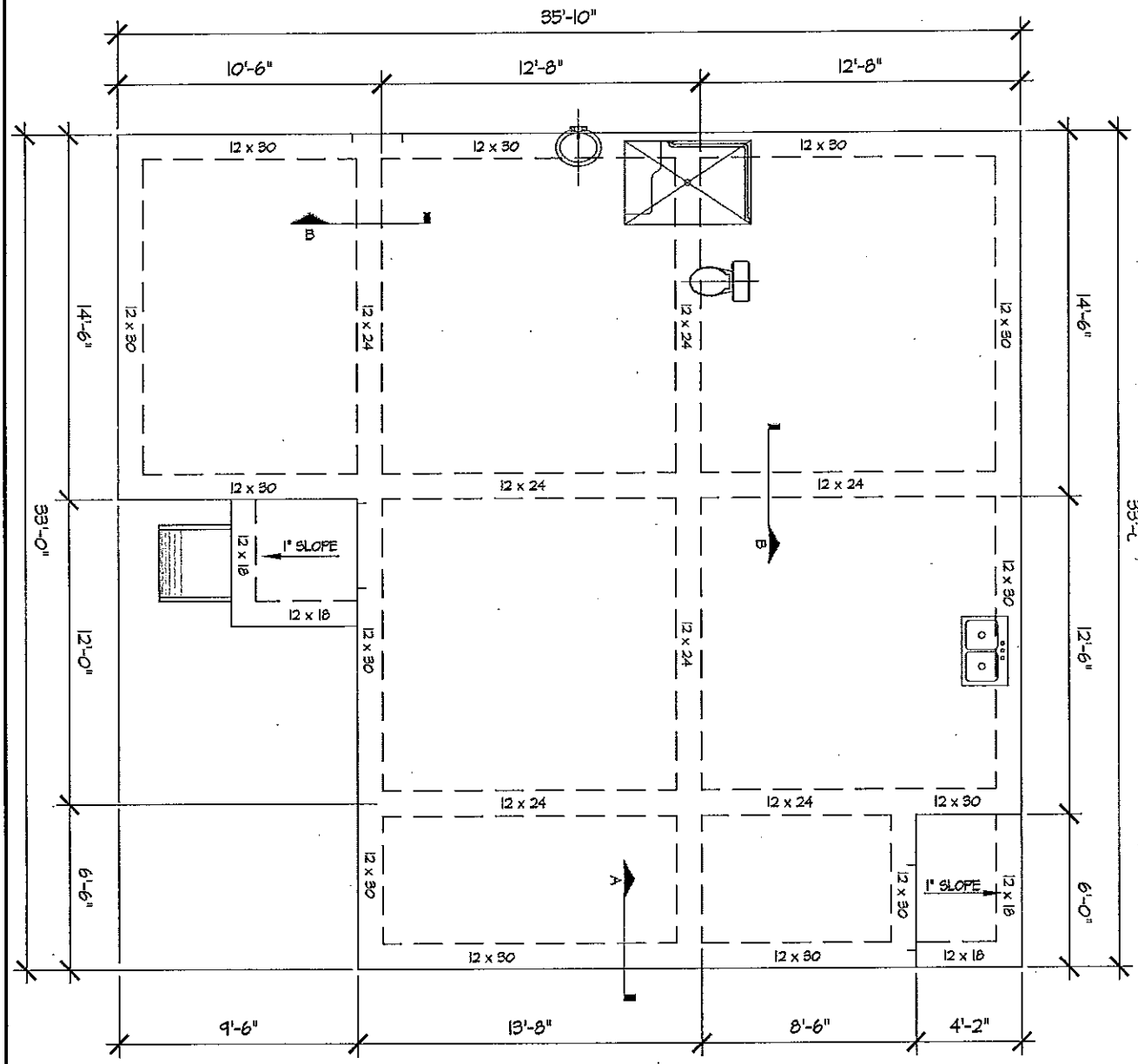
HIDALGO ST

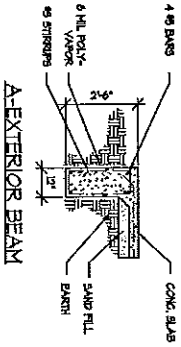
1 ROOF/ PLOT PLAN
XREF SCALE: N.T.S.

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

LIVING AREA
1016 SQ. FT.

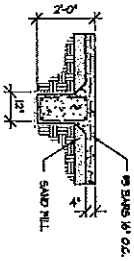
MARGARITA GAMEZ
1045 HIDALGO ST - MERCEDES, TX




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 2X2' - #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 OTHERNISE NOTED.

URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

3 OF 6

MARGARITA GAMEZ

1045 HIDALGO ST - MERCEDES, TX

TOTAL AREA

1016 SQ. FT.

## SQUARE FOOTAGE

| | |
|---|---|
| LIVING AREA | 966 |
| PORCH/ PATIO | 50 |
| TOTAL SQ. FT. | 1016 |

## 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 |

## 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 | 2⁰ | HOLLOW CORE | PASSAGE |
| 4 | INSTALL NEW UNIT | (2) 2⁰ | HOLLOW CORE | PASSAGE |
| 5 | INSTALL NEW UNIT | 2⁰ | HOLLOW METAL | LOCK W/ DEADLOCK |

## 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/ PROPANE STOVE.

GAS W/ ELECTRIC OUTLET STOVE PLUG FOR IGNITION

-INSTALL A MIN. OF TWO PHONE JACKS & CABLE CONNECTIONS AS PER OWNERS REQUEST.

EXTERIOR COLOR CHOICES TO BE OR MATCH:

LMC RICKEY 6717 (wall) WHITE (trim)

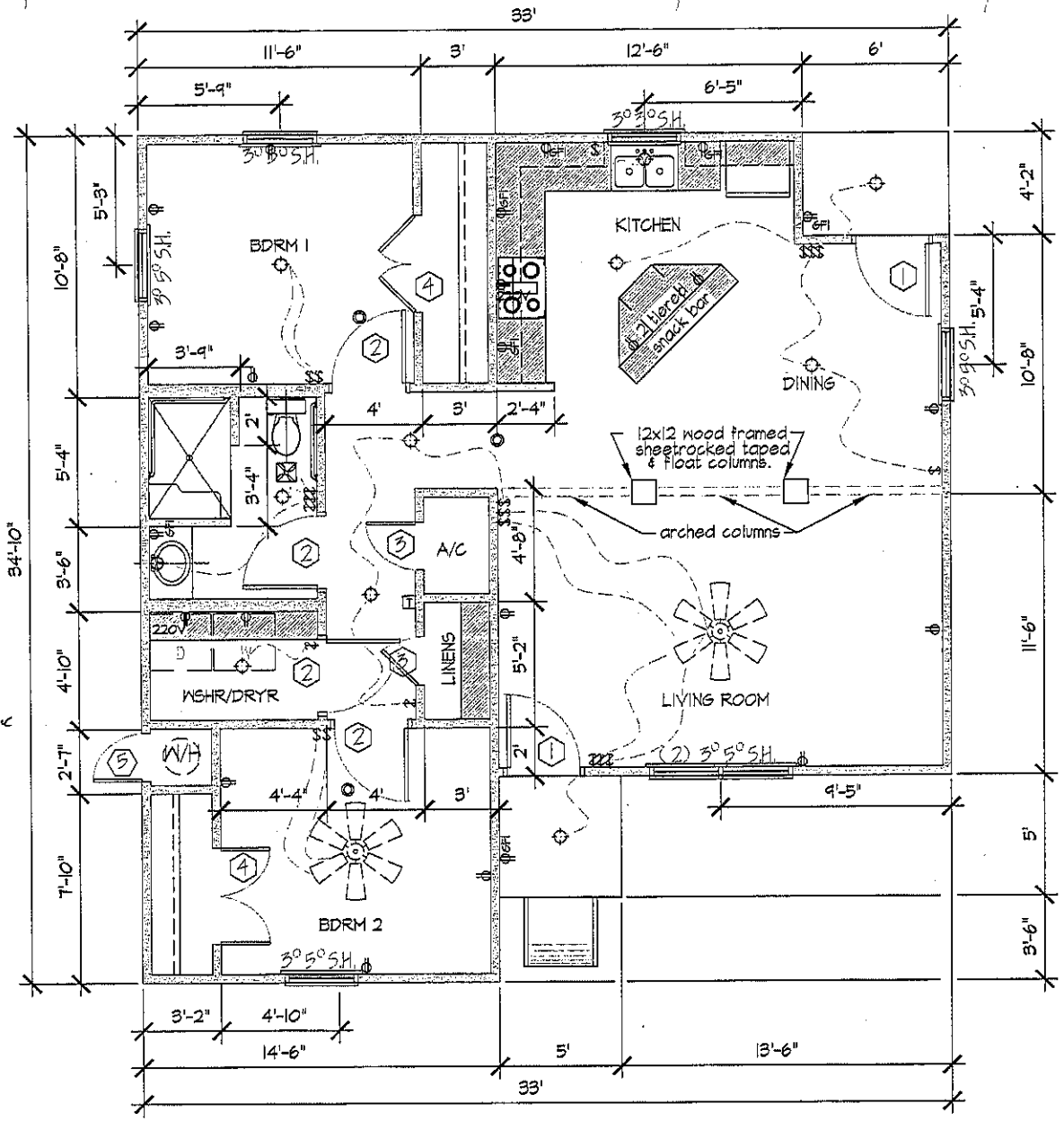
INTERIOR COLOR CHOICES TO BE OR MATCH:

DIVINE WHITE 6105 (wall) WHITE (trim)

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME THIS _____ DAY OF _____ 2018

_____

_____




FLOORPLAN

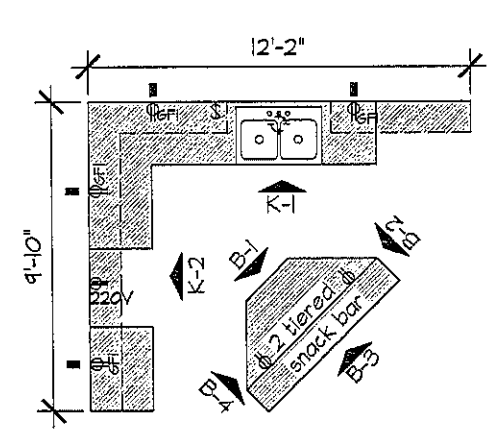
TOTAL AREA 1016 SQ. FT.

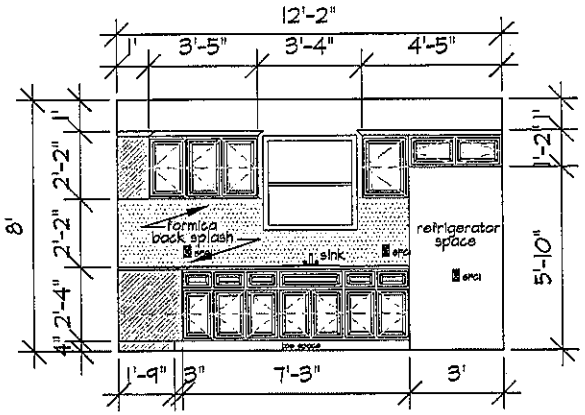
URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

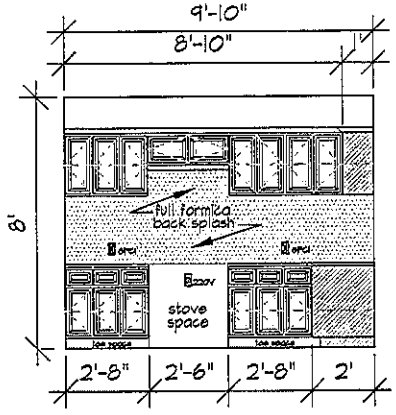
MARGARITA GAMEZ

1045 HIDALGO ST - MERCEDES, TX

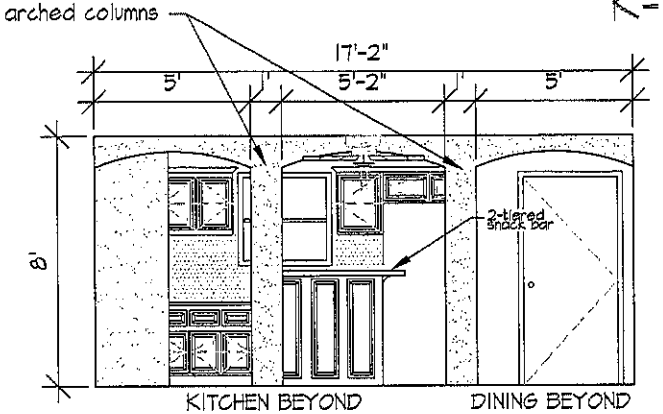


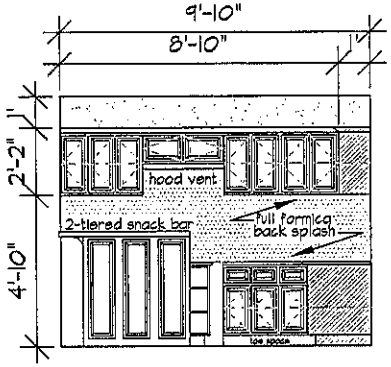

K-1



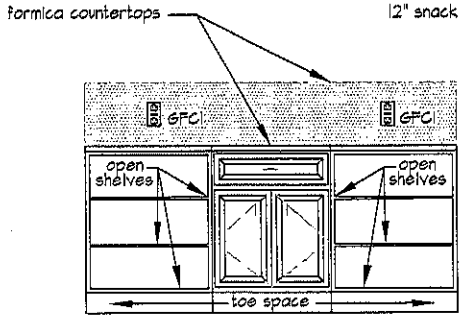

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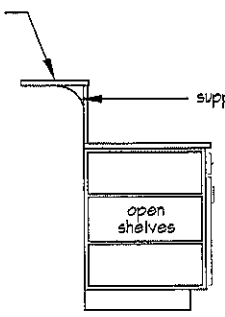

L-1



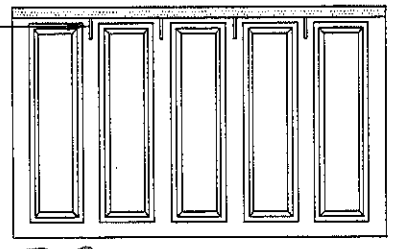

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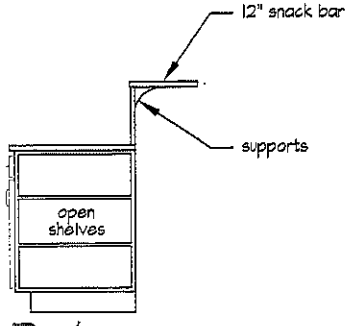

B-1




B-2



B-3

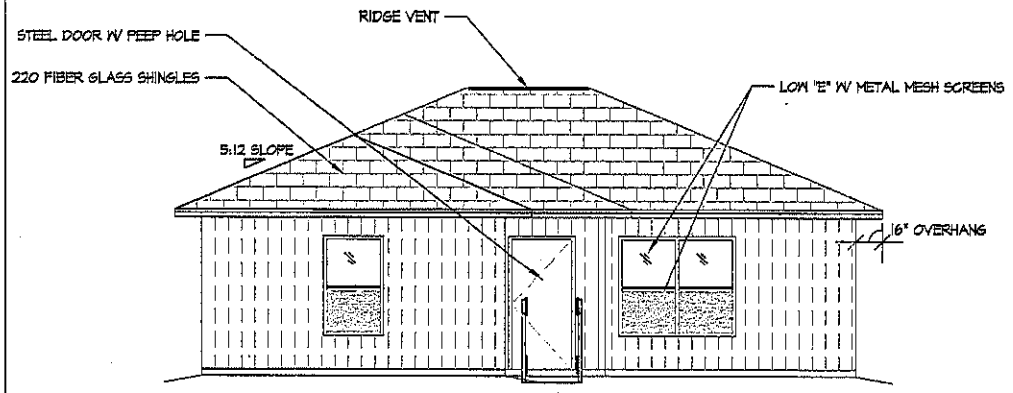



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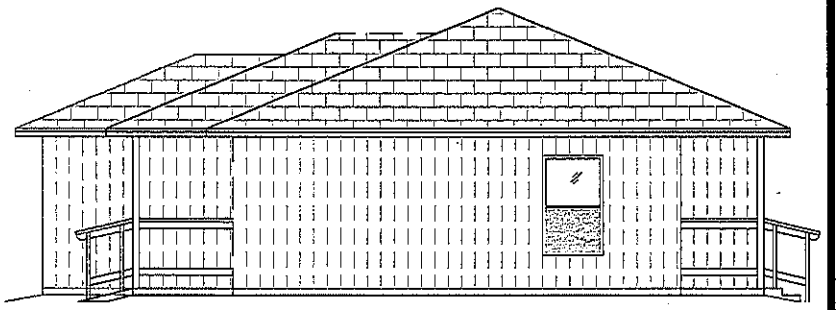
TOTAL AREA
1016 SQ. FT.

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

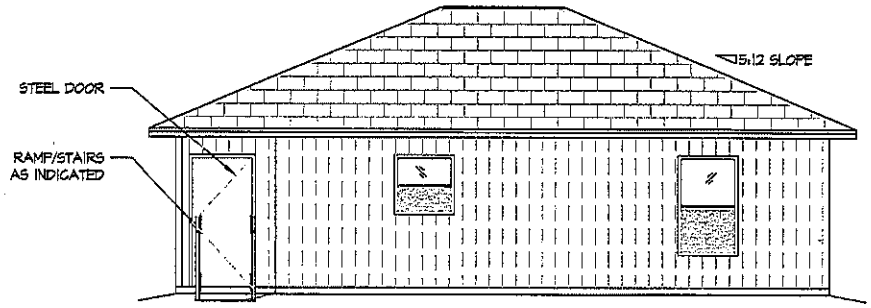
MARGARITA GAMEZ
1045 HIDALGO ST - MERCEDES, TX



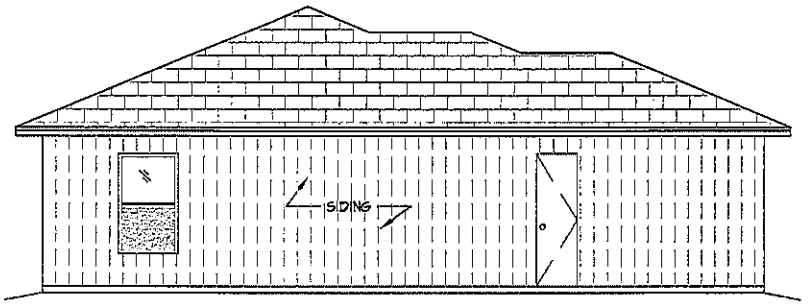

FRONT ELEVATION



RIGHT ELEVATION




BACK ELEVATION




LEFT ELEVATION

URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

TOTAL AREA
1016 SQ. FT.

MARGARITA GAMEZ

1045 HIDALGO ST - MERCEDES, TX

# SPECIFICATIONS

ALL *SPECIFICATIONS* SHALL ASSUME THE USE OF *CONTRACTOR'S MINIMUM GENERAL SPECIFICATIONS MANUAL*

OWNER (S) MARGARITA GAMEZ CASE NO.: ME 50-11-03 DATE: 2-25-13 ADDRESS: 1045 HIDALGO ST. MERCEDES, TX PHONE: 956-472-5684 BY: ERIC TREVINO

## 1. FOUNDATION WORK:

BUILD A NEW CONCRETE FOUNDATION TO COMPLY WITH PLANS, SPECS, CITY AND / COUNTY REQUIREMENTS. PROJECTS TO BE 18" ABOVE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. PROVIDE CONCRETE SLAB FOR A/C UNIT & A MIN. OF 12 X 25 DRIVEWAY FROM PROPERTY LINE AND TO ADD ADDITION AL DRIVEWAY FROM CURB AND GUTTER.

## 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
- PEDESTAL SINK W/ RELATED PLUMBING & FAUCETS
- TOILET OF MATCHING COLOR
- SHOWER WITH RELATED PLUMBING AND HANDICAP ACCESSIBLE.
- SHOWER FAUCETS & REMOVABLE SHOWER HEAD
- 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 MIN).*

## 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 MIN).*

## 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 KTCHEN/ BATHROOM **FORMICA COUNTER TOP** OF MATCHING COLOR.

*BUILD AND / OR INSTALL A NEW VANITY CABINET (IF APPLICABLE) 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 HOOD TO FIT OWNER'S RANGE SIZE (30" OR 36") AND VENT TO EXTERIOR.*

## 15. BATHROOM ACCESSORIES:

*ALL ACCESSORIES & MEDICINE CABINETS AS PER SPECS. INCLUDE CURTAIN ROD & PLASTIC THRESHOLD TO HELP PREVENT WATER FROM ESCAPING SHOWER. INSTALL PEDESTAL SINK AND CABINET ABOVE TOILET. (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 25 DRIVEWAY AND STEPS WITH HANDRAILS*

*BATHROOM SHOULD ACCOMMODATE GRAB BARS WHERE INDICATED IN PLANS*

## 17. HEATING & A/C:

*PROVIDE & INSTALL A* ***14 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.
- 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.
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- ALL UCP HOMES MUST COMPLY WITH TEXAS GOVERNMENT CODE §2306.514

***THE HOMEOWNER SHALL BE RESPONSIBLE FOR***

- REMOVE AND DISPOSE OF ALL DEBRIS ON SITE BEFORE THI BEGINNING OFCONSTRUCTION, INCLUDING BUT NOT LIMITE 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.**

I. Margarita Gamez

**NAME OF APPLICANT**

**NAME OF CO-APPLICANT**

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

NATALIA RODRIGUEZ
1024 JONES AVE. - MERCEDES

1 OF 8

TOTAL AREA
1030 SQ. FT.

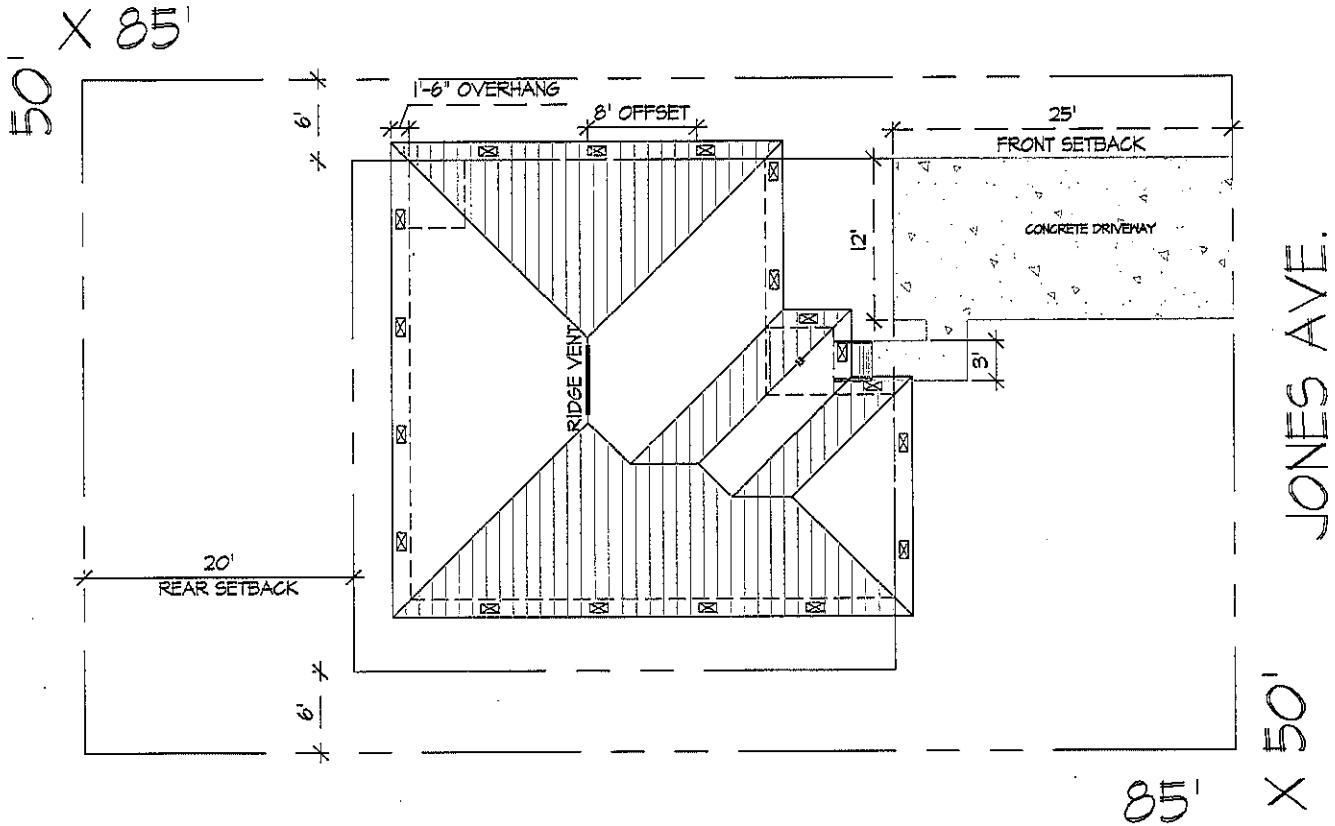
# RODRIGUEZ RESIDENCE



URBAN COUNTY PROGRAM
3304 N. ALBERTA RD.
(956) 787-8127

NATALIA RODRIGUEZ
1024 JONES AVE. MERCEDES
(956) 565-4121

# GARDEN PARK LOT 4 BLK 4




## NOTE:

Please verify with city/county on setbacks and for any requirements regarding sidewalk, landscaping and any other obligations as per city regulations/ordinances. HOWEVER, 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.
Install both a ramp, steps and railings as per owners request of location.
In addition, remember to replace septic tank if needed and is more than 10 yrs old.
House to be built on original location.

Driveway to be 12'X 25'minimum, remain distance is to street if any is to be of asphalt, caliche or concrete.

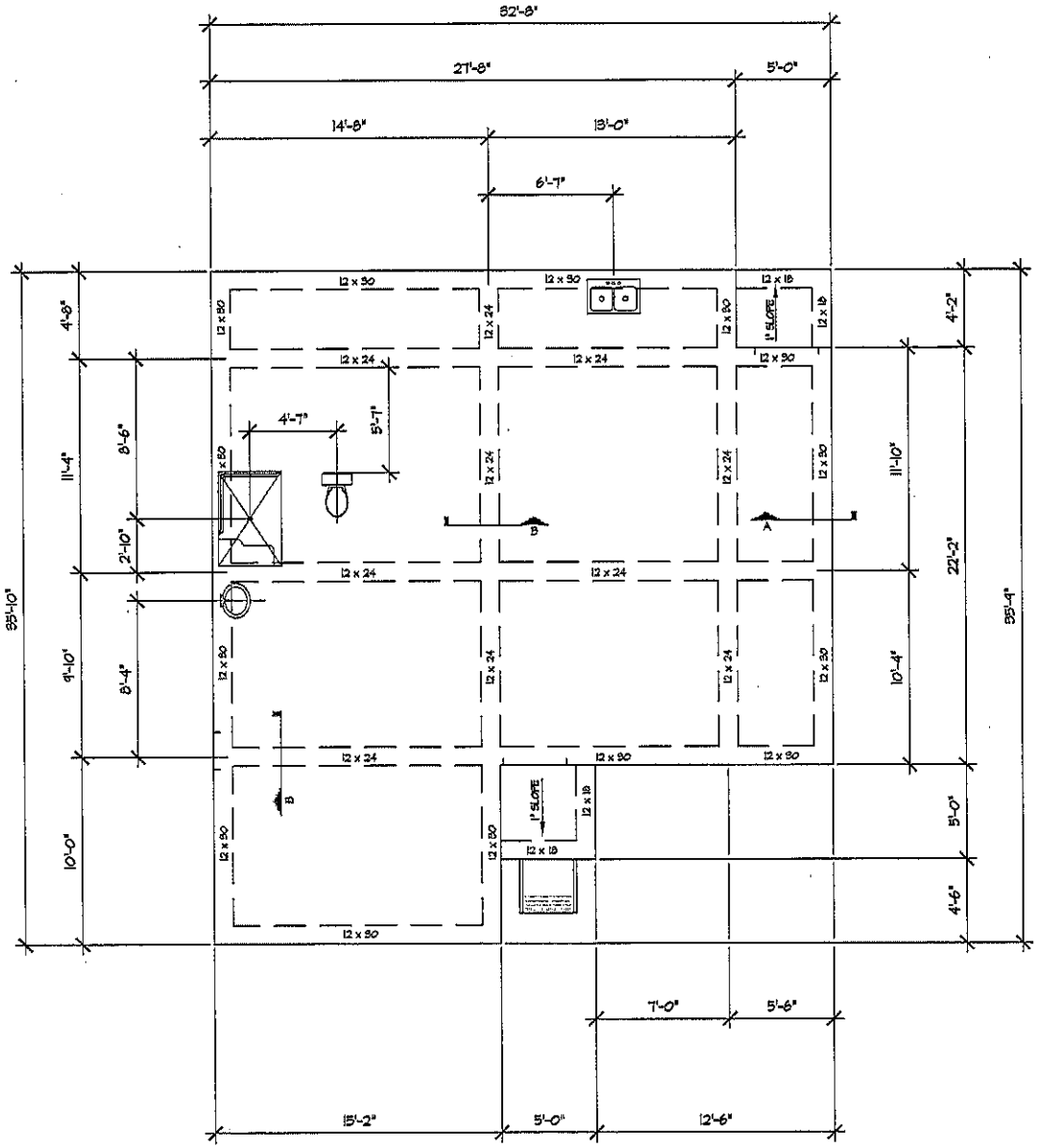
1 ROOF/ PLOT PLAN

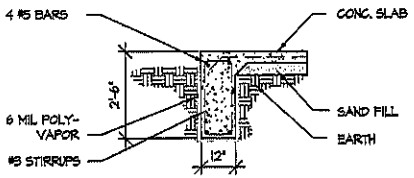
XREF SCALE: 1" = 1'-0"

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

LIVING AREA
1168 SQ. FT.

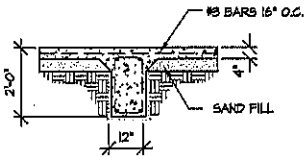
NATALIA RODRIGUEZ
1024 JONES AVE. – MERCEDES




## 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.

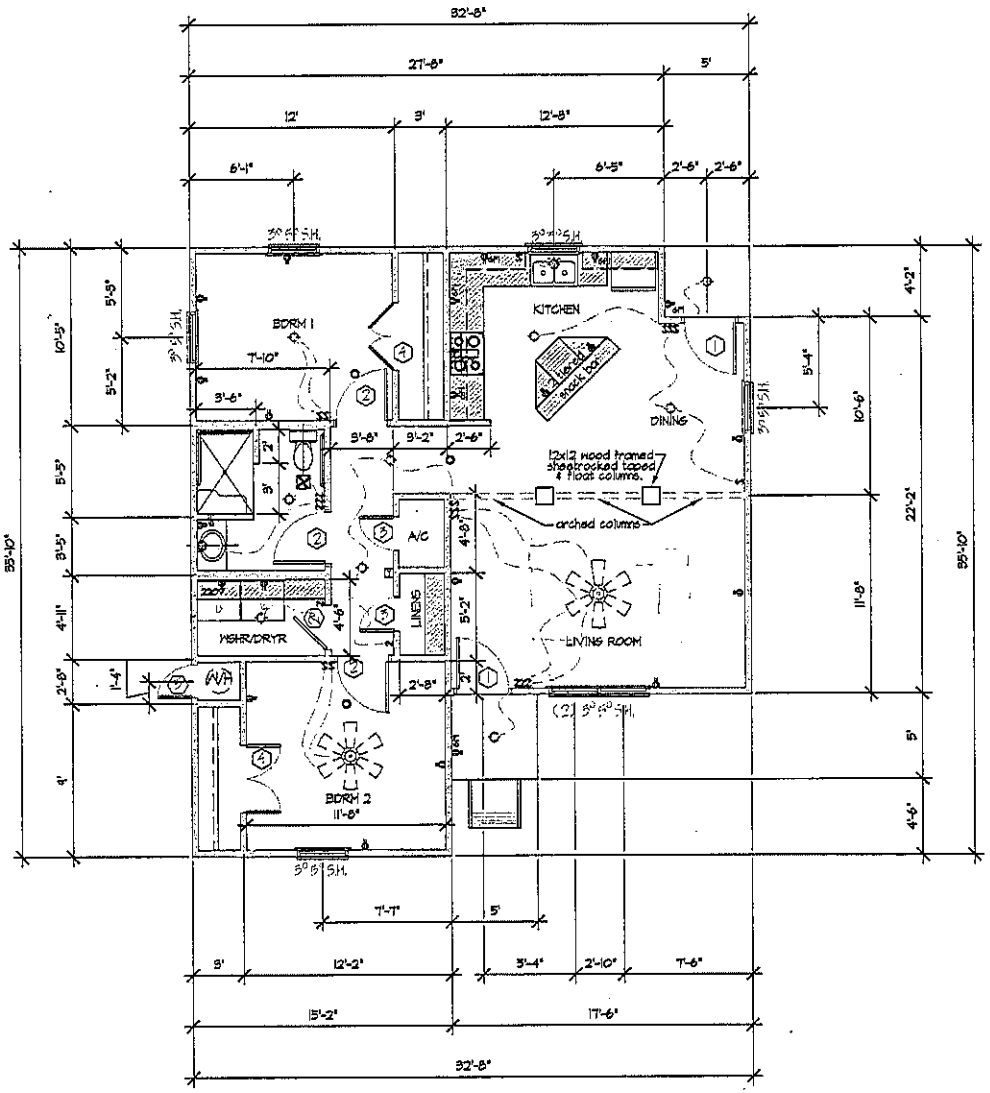
-USE ONLY, COMPACTED SELECTED FILL DIRT. FINISH FLOOR TO BE 18" FROM TOP OF CURB. UNLESS OTHERWISE NOTED.

# FOUNDATION PLAN

TOTAL AREA
1030 SQ. FT.

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

NATALIA RODRIGUEZ
1024 JONES AVE. – MERCEDES




GAS NATURAL W/ BUTLER FOR IGNITE

## SQUARE FOOTAGE

| | |
|---|---|
| LIVING AREA | 984 |
| PORCH/ PATIO | 46 |
| TOTAL SQ. FT. | 1080 |

## 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 |

## 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 | $ 2⁰ | HOLLOW CORE | PASSAGE |
| 4 | INSTALL NEW UNIT | (2) 2⁰ | HOLLOW CORE | PASSAGE |
| 5 | INSTALL NEW UNIT | 2⁰ | HOLLOW METAL | LOCK W/ DEADLOCK |

## 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 Y ELECTRIC/ PROPANE STOVE.
-INSTALL A MIN. OF TWO PHONE JACKS & CABLE CONNECTIONS AS PER OWNERS REQUEST.

EXTERIOR COLOR CHOICES TO BE OR MATCH:
NAPERY SW 6386 (wall) HUMBLE GOLD SW 6380 (trim)

INTERIOR COLOR CHOICES TO BE OR MATCH:
BEACH FUZZ 6344 (wall) WHITE (trim)

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME THIS 28 DAY OF FEB 2012 2013

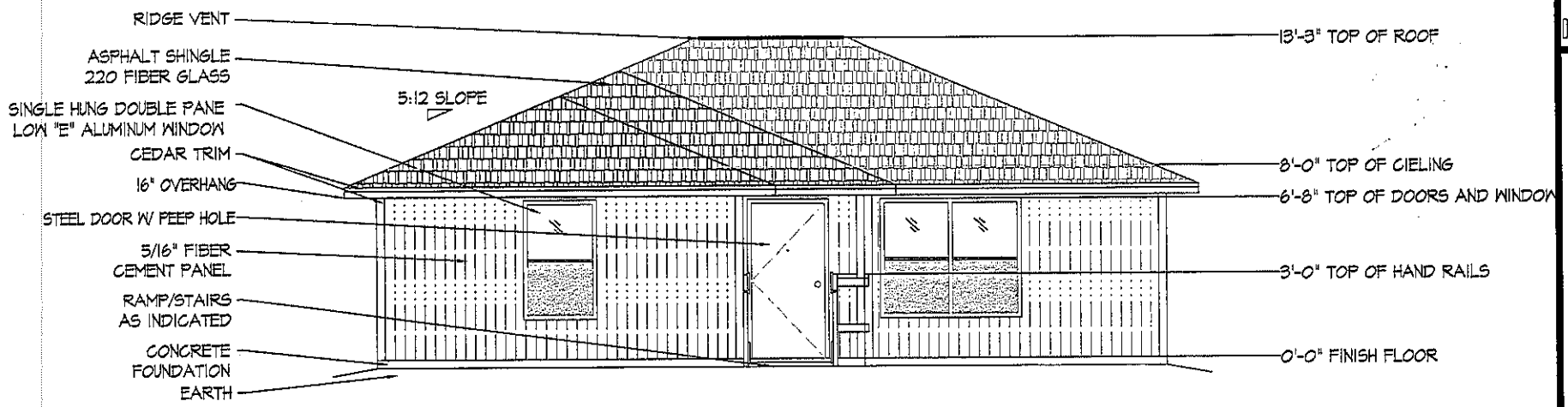
Natalia Silva Rodriguez

# FLOORPLAN

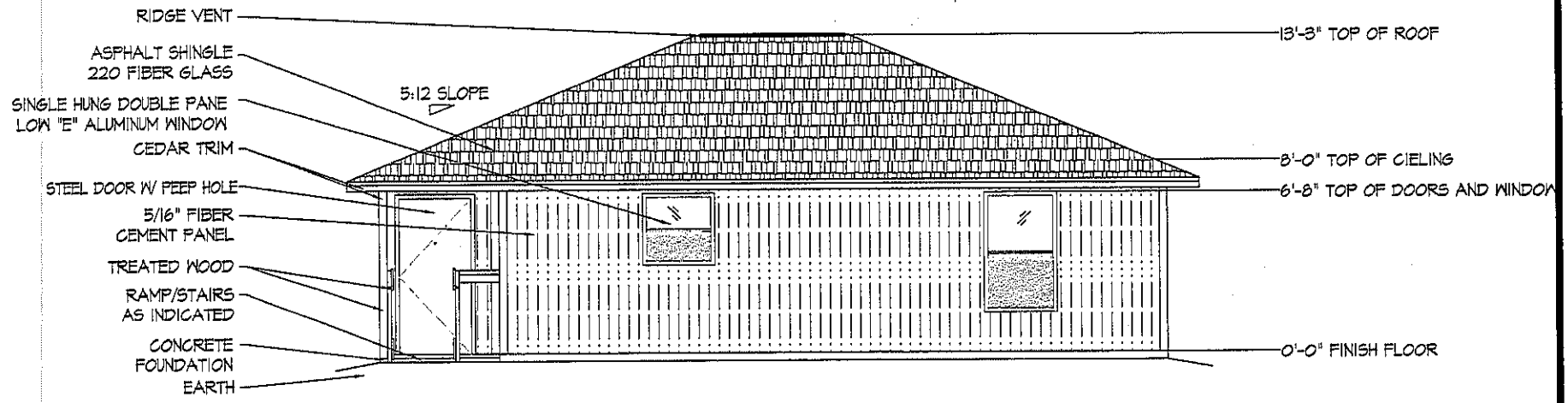
URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

NATALIA RODRIGUEZ
1024 JONES AVE. – MERCEDES

TOTAL AREA
1030 SQ. FT.




FRONT ELEVATION

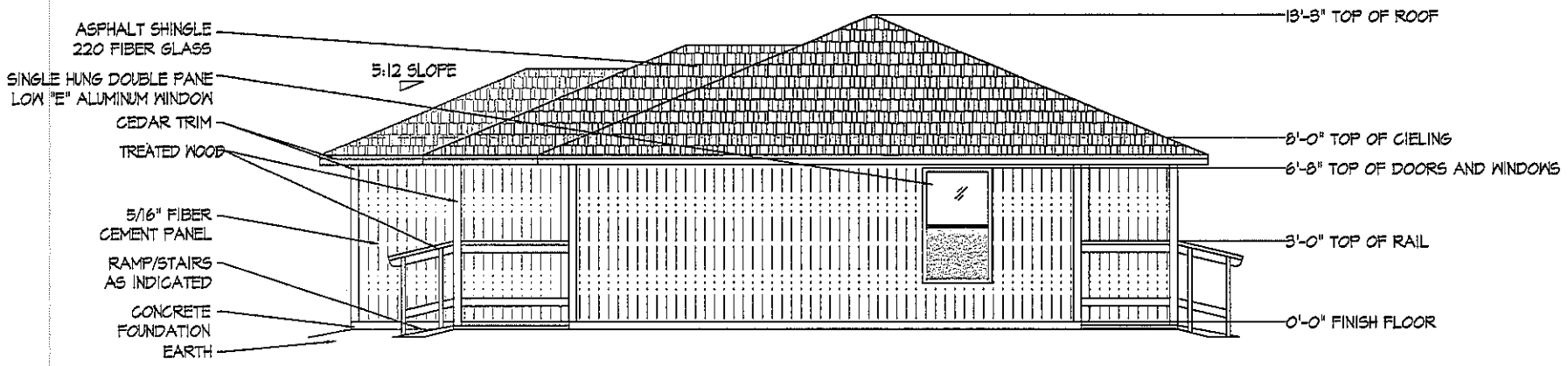



BACK ELEVATION

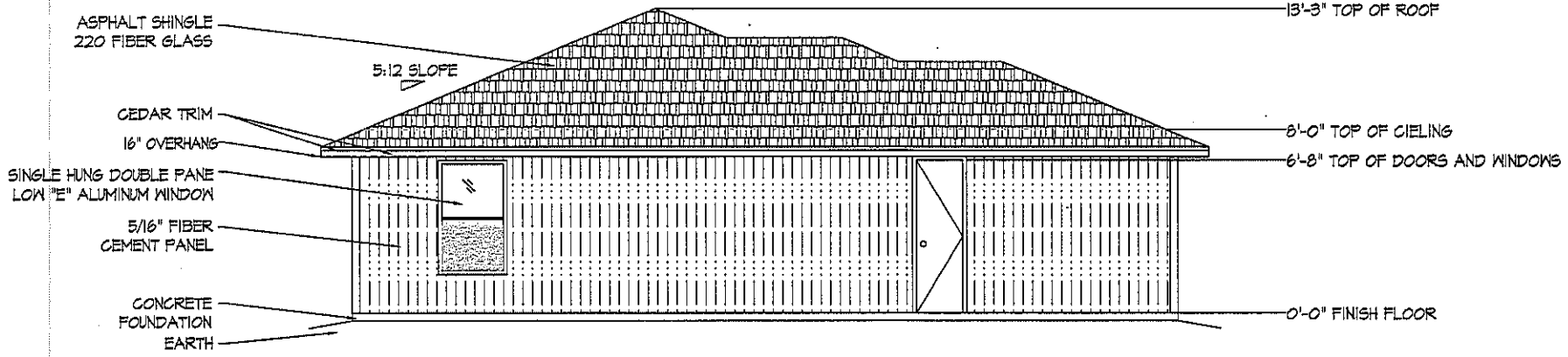
URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

TOTAL AREA
1030 SQ. FT.

NATALIA RODRIGUEZ
1024 JONES AVE. – MERCEDES




RIGHT ELEVATION



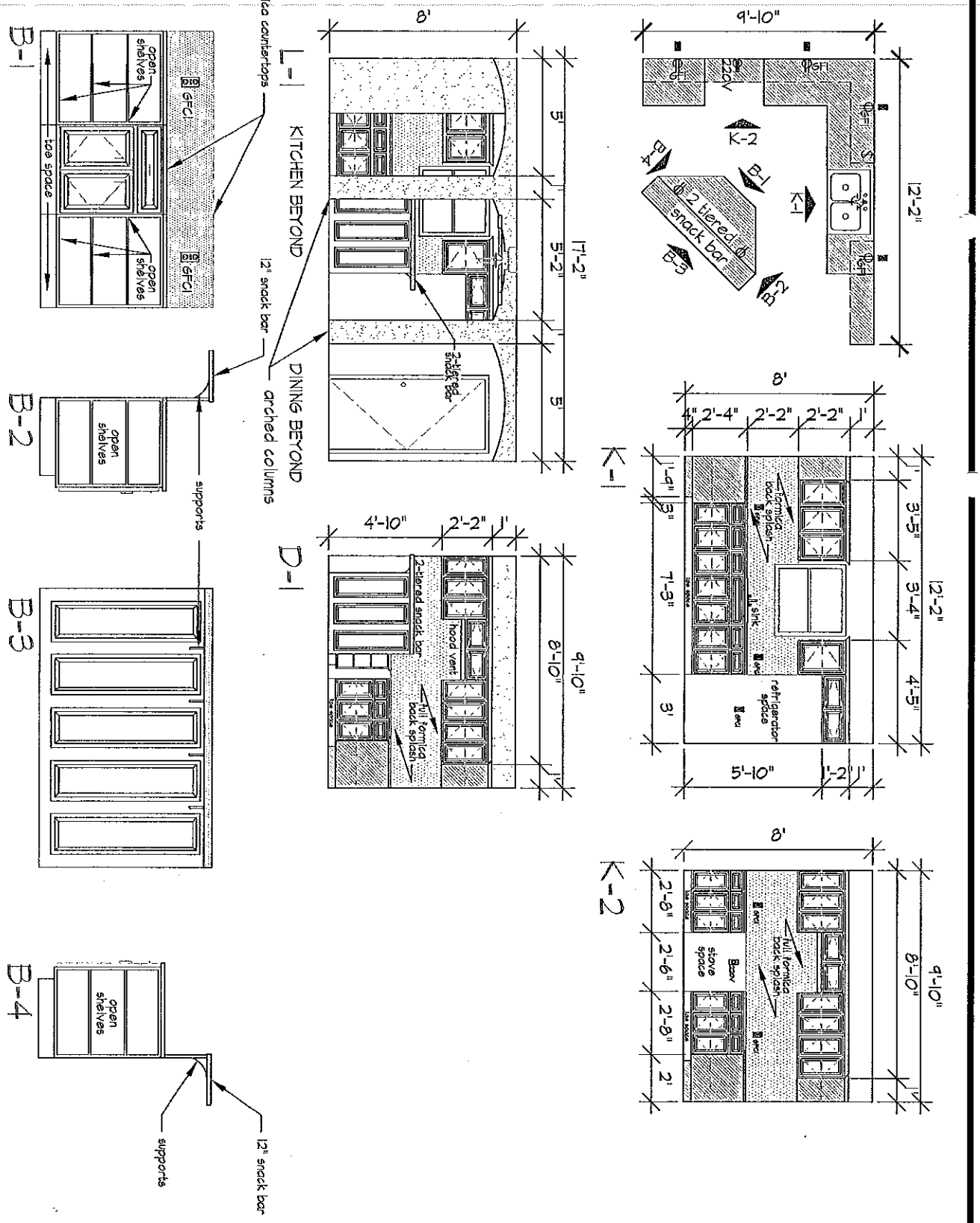

LEFT ELEVATION

URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

NATALIA RODRIGUEZ
1024 JONES AVE. – MERCEDES

TOTAL AREA
1030 SQ. FT.




URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

7 OF 8

NATALIA RODRIGUEZ
1024 JONES AVE. - MERCEDES

TOTAL AREA
1030 SQ. FT.

# SPECIFICATIONS

**ALL *SPECIFICATIONS* SHALL ASSUME THE USE OF *CONTRACTOR'S MINIMUM GENERAL SPECIFICATIONS MANUAL***

OWNER (S) NATALIA RODRIGUEZ CASE NO.: ME 50-11-02 DATE: 2-25-13 ADDRESS: 1024 JONES AVE. MERCEDES, TX PHONE: 956-565-4121 BY: ERIC TREVINO

## 1. FOUNDATION WORK:

BUILD A NEW CONCRETE FOUNDATION TO COMPLY WITH PLANS, SPECS, CITY AND / COUNTY REQUIREMENTS. PROJECTS TO BE 18" ABOVE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. PROVIDE CONCRETE SLAB FOR A/C UNIT & A MIN. OF 12 X 25 DRIVEWAY FROM PROPERTY LINE AND TO ADD ADDITION AL DRIVEWAY FROM CURB AND GUTTER.

## 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
- PEDESTAL SINK W/ RELATED PLUMBING & FAUCETS
- TOILET OF MATCHING COLOR
- SHOWER WITH RELATED PLUMBING AND HANDICAP ACCESSIBLE.
- SHOWER FAUCETS & REMOVABLE SHOWER HEAD
- 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 MIN).*

## 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 MIN).*

## 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 KTCHEN/ BATHROOM **FORMICA COUNTER TOP** OF MATCHING COLOR.

*BUILD AND / OR INSTALL A NEW VANITY CABINET (IF APPLICABLE) 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 HOOD TO FIT OWNER'S RANGE SIZE (30" OR 36") AND VENT TO EXTERIOR.*

## 15. BATHROOM ACCESSORIES:

*ALL ACCESSORIES & MEDICINE CABINETS AS PER SPECS. INCLUDE CURTAIN ROD & PLASTIC THRESHOLD TO HELP PREVENT WATER FROM ESCAPING SHOWER. INSTALL PEDESTAL SINK AND CABINET ABOVE TOILET. (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 25 DRIVEWAY AND STEPS WITH HANDRAILS*
*BATHROOM SHOULD ACCOMMODATE GRAB BARS WHERE INDICATED IN PLANS*

## 17. HEATING & A/C:

*PROVIDE & INSTALL A 14 **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.
- 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 PERMTIS & 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.
- MINIMUM 12x-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 ***(demo to fin inspection)***
- SHOWER ENTRANCES TO BE 36" WIDE
- ALL UCP HOMES MUST COMPLY WITH TEXAS GOVERNMENT CODE §2306.514

***THE HOMEOWNER SHALL BE RESPONSIBLE FOR***

- REMOVE AND DISPOSE OF ALL DEBRIS ON SITE BEFORE THI BEGINNING OFCONSTRUCTION, INCLUDING BUT NOT LIMITE 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.**

Natalia Silva Rodriguez

**NAME OF APPLICANT**

**NAME OF CO-APPLICANT**

# CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement (this "Agreement"), is entered into effective as **July 9, 2013**, 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: **Margairta P. Gamez**

BORROWER'S ADDRESS:

**1045 Hidalgo 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: **Rene Garza, G & G Contractors**

CONTRACTOR'S ADDRESS:

**5125 S. 281, Ste. 3**
**Edinburg, TX 78539**

NOTE:

Mechanic's Lien Note ("Mechanic's Lien Note") of even date herewith, in the original principal amount of **$44,340.00**, 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 **$44,340.00**, 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**:** **$44,340.00**

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:**

_____

Margarita P. Gamez

**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:**

_____

(Contractor's Printed Name) Rene Garza

OR

(Contractor's Printed Name)

_____

By: _____
Its: _____

**STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

This instrument was acknowledged before me on this 9th day of July, 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 9th day of July 2013, by Margarita P. Gamez.

_____
NOTARY PUBLIC, STATE OF TEXAS

**STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

This instrument was acknowledged before me on this 9th day of July, by Rene Garza, of the G & G Contractors, a Contractor, on behalf of said G & G Contractors.

_____
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 [name of Contractor], AT [Contractor's address] NOT LATER THAN MIDNIGHT OF [date-must be three business days from the date of the contract].**

---

I HEREBY CANCEL THIS TRANSACTION.

Dated: July 9th 2013

**OWNER:**

_____

**Margarita P. Gamez**

**EXHIBIT "A"**
**LEGAL DESCRIPTION OF THE PROPERTY**

**All of Lot 11 Block 68 Original Townsite of Mercedes, Hidalgo County Texas.**

**EXHIBIT "B"**
**PLANS AND SPECIFICATIONS,**
**TIMETABLE**
**AND**
**BUDGET**

**EXHIBIT "C"**
**SPECIAL CONDITIONS**

**None.**

# CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement (this "Agreement"), is entered into effective as **July 9, 2013**, 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: **Natalia S. Rodriguez**

BORROWER'S ADDRESS:

**1024 Jones Ave.**
**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: **Rene Garza, G & G Contractors**

CONTRACTOR'S ADDRESS:

**5125 S. 281, Ste. 3**
**Edinburg, TX 78539**

NOTE:

Mechanic's Lien Note ("Mechanic's Lien Note") of even date herewith, in the original principal amount of **$42,740.00**, 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 **$42,740.00**, 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**:** **$42,740.00**

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:**

_____

Natalia S. Rodriguez

**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:**

_____

(Contractor's Printed Name) Rene Garza

OR

(Contractor's Printed Name)

_____

By: _____
Its: _____

**STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

This instrument was acknowledged before me on this 9th day of July, 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 9th day of July 2013, by Natalia S. Rodriguez.

NOTARY PUBLIC, STATE OF TEXAS

**STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

This instrument was acknowledged before me on this 9th day of July, by Rene Garza, of the G & G Contractors, a Contractor, on behalf of said G & G Contractors.

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 [name of Contractor], AT [Contractor's address] NOT LATER THAN MIDNIGHT OF [date-must be three business days from the date of the contract].**

---

I HEREBY CANCEL THIS TRANSACTION.

Dated: July 9th 2013.

**OWNER:**

_____

**Natalia S. Rodriguez**

**EXHIBIT "A"**
**LEGAL DESCRIPTION OF THE PROPERTY**

**Lot 4 in Block 4 of the 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.**

# CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement (this "Agreement"), is entered into effective as **July 9, 2013**, 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: **Roberto C. & Belen G. Sanchez**

BORROWER'S ADDRESS:

**840 E. Duranta Ave.**
**Alamo, TX 78516**

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: **Rene Garza, G & G Contractors**

CONTRACTOR'S ADDRESS:

**5125 S. 281, Ste. 3**
**Edinburg, TX 78539**

NOTE:

Mechanic's Lien Note ("Mechanic's Lien Note") of even date herewith, in the original principal amount of **$43,940.00**, 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 **$43,940.00**, 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**:** **$43,940.00**

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:**

_____

Robert C. Sanchez

_____

Belen G. Sanchez

**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:**

_____

(Contractor's Printed Name) Rene Garza

OR

(Contractor's Printed Name)

_____

By: _____
Its: _____

**STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

This instrument was acknowledged before me on this 9th day of July, 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 9th day of July 2013, by Robert C. Sanchez

NOTARY PUBLIC, STATE OF TEXAS

**STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

This instrument was acknowledged before me on this 9th day of July 2013, by Belen G. Sanchez.

NOTARY PUBLIC, STATE OF TEXAS

**STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

This instrument was acknowledged before me on this 9th day of July, by Rene Garza, of the G & G Contractors, a Contractor, on behalf of said G & G Contractors.

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 [name of Contractor], AT [Contractor's address] NOT LATER THAN MIDNIGHT OF [date-must be three business days from the date of the contract].**

---

I HEREBY CANCEL THIS TRANSACTION.

Dated: July 9th 2013.

**OWNER:**

_____

**Roberto C. Sanchez**

_____

**Belen G. Sanchez**

**EXHIBIT "A"**
**LEGAL DESCRIPTION OF THE PROPERTY**

**Lot 1 Section 1 North Alamo Heights Subdivision, an addition to the City of Alamo, Hidalgo County Texas.**

**EXHIBIT "B"**
**PLANS AND SPECIFICATIONS,**
**TIMETABLE**
**AND**
**BUDGET**

**EXHIBIT "C"**
**SPECIAL CONDITIONS**

**None.**

**AI-39244** **Urban County 19. E.**

**CC REGULAR**

**Meeting Date:** 07/09/2013

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

**Department:** URBAN COUNTY

## Information

### CAPTION

Requesting approval to Re-authorize Urban County Program Director to sign and execute contracts and agreements after Hidalgo County Commissioners' Court approval as they relate to all Hidalgo County Urban County Program projects included in the Annual Consolidated Plan.

### BACKGROUND

The Hidalgo Urban County Program Annual Action Plan outlines the intended use of CDBG, HOME, and ESG Funds administered by the Hidalgo County Urban County Program. The original authorization was approved by the Hidalgo County Commissioners' Court on June 4, 1996.

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/13/2013 04:15 PM |
| Purchasing Department | Monica Badillo | 07/02/2013 05:15 PM |

Form Started By: Mary Flores Started On: 06/13/2013 02:47 PM

Final Approval Date: 07/02/2013

**AI-39246** **Urban County** **19. F.**

**CC REGULAR**

**Meeting Date:** 07/09/2013

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

**Department:** URBAN COUNTY

## Information

### CAPTION

Requesting Re-Designation of Urban County Program Director as Certifying Officer Designee for Environmental review Procedures for entities assuming HUD Environmental responsibilities (CDBG, HOME, ESG, COLONIA, TDHCA, TDRA, GLO Program and etc.).

### BACKGROUND

Prior to obtaining Annual Funding from the U.S. Department of Housing and Urban Development, the Urban County Program must comply with 24 CFR Part 58 of the Federal Regulations. These Regulations provide guidance on the procedures and time periods necessary to comply with public comment periods.

The Urban County Program is requesting that such Designation be made to the Urban County Program Director in order to speed up project spending and compliance with ratio requirements.

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/13/2013 04:15 PM |
| Purchasing Department | Monica Badillo | 07/02/2013 05:15 PM |

Form Started By: Mary Flores Started On: 06/13/2013 03:01 PM

Final Approval Date: 07/02/2013

**AI-39248** **Urban County** **19. G.**

**CC REGULAR**

**Meeting Date:** 07/09/2013

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

**Department:** URBAN COUNTY

## Information

### CAPTION

Requesting approval to Re-Authorize Urban County Program Director to sign and execute Loan Agreements, Rehabilitation Contracts, Promissory Notes, Release of Real Estate Liens on Property that have
met the established Affordability Periods, and CHDO Agreements , as they relate to the Home Program.

### BACKGROUND

The Urban County Program is requesting that such authority be provided to the Urban County Program Director, in order to expedite the Housing Process and comply with applicable Federal Regulations.

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/13/2013 04:15 PM |
| Purchasing Department | Monica Badillo | 07/02/2013 05:15 PM |

Form Started By: Mary Flores Started On: 06/13/2013 03:21 PM

Final Approval Date: 07/02/2013

**AI-39406** **Urban County 19. H.**

**CC REGULAR**

**Meeting Date:** 07/09/2013

**Submitted For:** Michelle **Submitted By:** Mary Flores, URBAN COUNTY

**Department:** URBAN COUNTY

## Information

### CAPTION

Requesting authority to transfer $50,000 from the FY 2012 HOME Owner-Occupied Rehabilitation Program – Program Income line item to the FY 2012 Home Buyer Assistance Program

### BACKGROUND

The HOME Owner Occupied Rehabilitation Program generates program income on a monthly basis derived from mortgage payment collections on some HOME assisted units. Currently, the program income line item has a balance of $150,619.22. At this time, the Homebuyer Assistance Program has a balance of $41,000 and approximately ten (10) applications in process for approval. In order to ensure that there are enough funds to assist all eligible families, the UCP is requesting a transfer of $50,000 from the program income line item.

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/25/2013 02:00 PM |
| Purchasing Department | Monica Badillo | 07/02/2013 05:15 PM |

Form Started By: Mary Flores Started On: 06/24/2013 02:24 PM

Final Approval Date: 07/02/2013

**AI-39273** **Elections Administration 20. B.**

**CC REGULAR**

**Meeting Date:** 07/09/2013

**Submitted For:** Yvonne Ramon **Submitted By:** Rosie Diaz, ELECTIONS DEPT.

**Department:** ELECTIONS DEPT.

## Information

### CAPTION

Requesting approval for the following claim/invoice with authority for the County Treasurer to issue payment/check after review, audit and procedures are completed by the County Auditor.

| Invoice Date | Vendor | Description | Amount |
|---|---|---|---|
| 05/02/13 | Time Warner Cable | Additional Outlet | $115.33 |

### BACKGROUND

PO# 689686

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1100-414-00-130-001-0-412

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

**BUDGETARY IMPACT:**

Account available balance as of 6-27-13 $220.56

PO# 689686 available balance as of 6-27-13 $100; PO increase in process (per dept.)

## Attachments

Claim:time warner

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/25/2013 01:55 PM |
| Manuel Chapa | Manuel Chapa | 07/01/2013 04:48 PM |
| Purchasing Department | Monica Badillo | 07/02/2013 05:15 PM |

Form Started By: Rosie Diaz Started On: 06/17/2013 08:16 AM

Final Approval Date: 07/02/2013

RECD MAY 31 2013



TIME WARNER CABLE
**Business Class®**

**Customer service**
Call us anytime: 1-866-519-1263
Manage your account:
twcbc.com/myaccount
Visit us online: twcbc.com/texas

**Account number**
**8260 18 004 0145052**
**Customer Code 5509**

| Due date | Service period | Amount due |
|---|---|---|
| upon receipt | 06/04 - 07/03 | **$210.41** |

**Service address**

Hidalgo County Elec Dept
Account Phone 956-318-2570
101 S 10th Ave
Rr
Edinburg, TX 78539-4340

| **Previous balance & payments** | |
|---|---|
| Balance last statement | 207.71 |
| Payments received as of May 25, 2013 | -92.38 |
| **Unpaid balance** | **115.33** |

| **Current month** | |
|---|---|
| Monthly services | 88.62 |
| Surcharges | 6.46 |
| **Total due upon receipt** | **$210.41** |

*OUR RECORDS INDICATE THAT YOUR ACCOUNT IS DELINQUENT. PLEASE MAKE A PAYMENT WITHIN 5 DAYS OF THE DATE OF THIS BILL TO AVOID LOSS OF SERVICE, A LATE FEE OF 1.5% AND A POSSIBLE COLLECTION FEE. IF PAYMENT HAS BEEN MADE, PLEASE DISREGARD.*

---

Please enclose this coupon with your payment.

TIME WARNER CABLE
**Business Class®**

**Please allow 7-10 days for delivery and payment processing. See reverse side for more convenient payment options.

PO BOX 460849, SAN ANTONIO, TX 78246-0849
8260 1800 ZO RP 25 05262013 NNNNNYNN 01 007354 0024

HIDALGO COUNTY ELEC DEPT
101 S 10TH AVE
EDINBURG, TX 78539-4340

Payment due date
upon receipt

Total amount due
**$210.41**

Account number
**8260 18 004 0145052**

Please write your account number on your check.

Amount enclosed

TIME WARNER CABLE
PO BOX 60074
CITY OF INDUSTRY CA 91716-0074

826018004014505200210419

**AI-39404** **Elections Administration 20. C.**

**CC REGULAR**

**Meeting Date:** 07/09/2013

**Submitted By:** Amanda Valdez, ELECTIONS DEPT.

**Department:** ELECTIONS DEPT.

## Information

### CAPTION

1.Discussion and approval of Appointment of Democratic Presiding Election Judges and Alternate Election Judges for the August 1, 2013 through the July 31, 2015 term.
2. Discussion and approval of Appointment of Republican Presiding Election Judges and Alternate Election Judges for the August 1, 2013 through the July 31, 2015 term.

### BACKGROUND

## Attachments

DEMOCRAT LIST

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/25/2013 01:59 PM |
| Olga Garza | Olga Garza | 06/27/2013 04:40 PM |
| Purchasing Department | Monica Badillo | 07/02/2013 05:15 PM |

Form Started By: Amanda Valdez Started On: 06/24/2013 10:56 AM

Final Approval Date: 07/02/2013

Hidalgo County Democratic Party

## 2014 PRIMARY ELECTION DAY JUDGES – 2 YEAR TERM

| | PCT | BUILDING | NAME |
|---|---|---|---|
| 1 | | Alamo Comm. Center | Ismael Acosta |
| 2 | | Sgt. Fernando de la Rosa Lib. | Diana Gutierrez |
| 3 | 77 | North Alamo Elem. School | Kenna Giffin |
| 4 | | Guerra Elem. School | |
| 5 | 88 | Alton City Hall | Grace Rivera |
| 6 | 55 | Amigos Del Valle | Daniel Singleterry |
| 7 | 175 | Donna Boys & Girls Club | Leticia Urrutia |
| 8 | 45 | W.A. Todd 9th Grade Campus | Michael Lopez |
| 9 | 16 | Edcouch Fire Station | Daniel Angel Guzman |
| 10 | | Jefferson Elem. School | Edna Vera |
| 11 | 30 | Edinburg North H.S. | Maria del Rosario Lucero |
| 12 | 53 | B.L. Garza Middle School | Letty Saenz |
| 13 | 52 | Elections Annex Bldg. | Kayleigh Rose Garcia |
| 14 | 52 | Canterbury Elem. School | Jose Francisco Perez |
| 15 | | South Middle School | Loradel Mariano |
| 16 | 53 | Francisco Barrientes School | Armando Bocanegra |
| 17 | 154 | Avila Elem. School | Alma Vera |
| 18 | 68 | Montecristo Elem. School | J.P. Olivan |
| 19 | 221 | Magee Elem. School | Julio Garza |
| 20 | 90 | John F. Kennedy School | Diana Valdez |
| 21 | | Granjeno City Hall | |
| 22 | | Hargil Elem. School | |
| 23 | 233 | Hidalgo City Hall | Guadalupe Rivera |
| 24 | | Economic Devel. Center Bldg. | |
| 25 | | Kika De La Garza School | |
| 26 | | La Villa High School | |
| 27 | 8 | STC Nursing Center | Aaron Alonzo |
| 28 | | Bowie Special Ed. Dept. | Robert Rossel |
| 29 | 48 | Palmview Comm. Center | Marlen S. Sarmiento |
| 30 | 163 | Dr. Castaneda Elem. | Mason Schuller |
| 31 | | Rayburn Elem. School | Carmen Jackson |
| 32 | 72 | Lark Community Center | Guadalupe J. Cavazos |
| 33 | 216 | Facilities & Operations Bldg. | Jose Angel Zuazua |
| 34 | 135 | Milam Elem. School | Billy Johnson |
| 35 | 136 | McAllen Tax Office | Nathan Gower Schwarz |
| 36 | 66 | Crockett Elem. School | Bill Jay |
| 37 | 95 | Cayetano Elem. School | Everado Saldana |
| 38 | | Palmer Pavilion | Dan Codina |
| 39 | 66 | Fossum Middle School | Eli Olivarez |
| 40 | | Immaculate Parish Hall | Andrew Heffner |
| 41 | | Taylor Zachary | Ruby Ramirez |
| 42 | 32 | Mercedes City Hall | Michelle Aldape |
| 43 | | Mercedes Early Childhood Ctr | Dalia Franco |
| 44 | 32 | Veterans Memorial H.S. | Romulo Sanchez |
| 45 | 103 | Kika De La Garza Building | Christopher LeRoy Cavazos |
| 46 | | Mission City Hall | Shawn Seale |
| 47 | 67 | Salinas Elem. School | Rachel Noyola |

| | | | |
|---|---|---|---|
| 48 | 52 | Mission Fire Dept. | Ernest E. Baca |
| 49 | 31 | O'Grady Elem. School | Carlos Jasso |
| 50 | 90 | Monte Alto Community Ctr. | Maria Tamez |
| 51 | 244 | Guerra Elem. School | Patrick Eronini |
| 52 | | Church of Christ | |
| 53 | | Palmview City Hall | Eric Gutierrez |
| 54 | 216 | Co. Comm. Pct. #3 Ofc. | Claudia Galan |
| 55 | | Penitas Public Library | Jordan Gonzalez |
| 56 | | Napper Elem. School | Rolando Garcia |
| 57 | | Buckner Elementary | Tony Lewis |
| 58 | 234 | Valley View 5th Grade | Mentor Cantu |
| 59 | 36 | Jose Pepe Salinas Center | Rebecca Obregon |
| 60 | 36 | Liberty Middle School | Olga Cardoza |
| 61 | 5 | Las Milpas Comm. Ctr. | Benjamin Arjona |
| 62 | 60 | PSJA North H.S. | Rick Martinez |
| 63 | 146 | Progreso Comm. Ctr. | Sandra Lira |
| 64 | | San Carlos Elem. School | |
| 65 | | San Juan Fire Station #2 | Israel Gonzalez |
| 66 | | Austin Middle School | Mary O. Gonzalez |
| 67 | | Garza-Pena Elem. School | Samantha Gonzalez |
| 68 | 38 | Mission Fire Station #3 | Eliasar Escobedo |
| 69 | | John S. Shary Elem. | Allan Ortiz |
| 70 | 219 | Sullivan Fire Station | Alejandra Rodriguez |
| 71 | 110 | Co. Comm. Pct. #1 | Daniel Moreno |
| 72 | | Stephen F. Austin School | Aurora Lozano |
| 73 | | Braught Theatre | Nyssa Cruz |
| 74 | | Pete Abrigo Agr. Sci. Comp. | Graciela Sanchez |

**AI-39387** **Elections Administration 20. D.**

**CC REGULAR**

**Meeting Date:** 07/09/2013

**Submitted For:** Yvonne Ramon **Submitted By:** Rosie Diaz, ELECTIONS DEPT.

**Department:** ELECTIONS DEPT.

## Information

**CAPTION**

Requesting approval of the following claim/invoice with authority for the County Treasurer to issue payment/check after review, audit and processing procedures are completed by the County Auditor

| INVOICE DATE | VENDOR | DESCRIPTION | AMOUNT |
|---|---|---|---|
| 6/12/13 | Alejandro Lopez | county gas card didn't work on way back from Denton County | $40.01 |

**BACKGROUND**

PO#693788

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1100-414-00-130-001-0-583

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

**BUDGETARY IMPACT:**

PO# 693788 available balance as of 6-27-13 $40.01

## Attachments

Denton gas rcpt

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/25/2013 01:57 PM |
| Manuel Chapa | Manuel Chapa | 06/28/2013 04:58 PM |
| Purchasing Department | Monica Badillo | 07/02/2013 05:15 PM |

Form Started By: Rosie Diaz Started On: 06/21/2013 10:20 AM

Final Approval Date: 07/02/2013

# Hidalgo County Elections Dept.
# Fuel Purchase Log

Odometer Reading: _____ RECEIVED BY COUNTY AUDITOR 2013 JUN 18 AM 9 53

License Plate # BLW4764

Vehicle Make/Model GMC Cargo Van

Rental / County Rental

Gallons Used 10.934

Price per Gallon 3.659

Total Sale 40.01

Fuel Location (Name & Location) Premont Valero 201 South Broadway Premont, TX

THANK YOU-COME AGAIN
TO VALERO
CORNER STORE
CornerStore4U.com

TP48645843-001 VALERO 1527
201 S BROADWAY
PREMONT TX 78

< DUPLICATE RECEIPT >

DATE 06/12/13
TIME 6:07 PM
AUTH# 812160

VISA

| PUMP | PRODUCT | PPG |
|---|---|---|
| 04 | DIES | $3.659 |

| GALLONS | FUEL TOTAL |
|---|---|
| 10.934 | $40.01 |

Corner Store #1527
201 South Broadway
Premont, TX
ST# 1527 TILL XXXX DR# 0 TRAN#
CSH: 0 06/12/13 18:08:39

I certify that the fuel purchases listed above were incurred [illegible]

| Alejandra Lopez | Alejandra Lopez | 6-17-13 |
|---|---|---|
| User/Purchaser Name (Print) | Signature | Date |

I certify that I have reviewed every fuel purchase receipt listed above and that all purchases were proper and made in accordance with the fuel credit card use policy.

***For Fuel Credit Manager Use Only***

Purchase made in accordance with Policy Log?
**Yes** **No**

Receipt Agrees to Fuel Purchase Log?
**Yes** **No**

Fuel Manager Signature — Date: 6/17/13 BS

**AI-39303** **Elections Administration 20. E.**

**CC REGULAR**

**Meeting Date:** 07/09/2013

**Submitted For:** Yvonne Ramon **Submitted By:** Rosie Diaz, ELECTIONS DEPT.

**Department:** ELECTIONS DEPT.

## Information

### CAPTION

Requesting approval of the following claim/invoice with authority for the County Treasurer to issue payment/check after review, audit and processing procedures are completed by the County Auditor.

| Invoice Date | Vendor | Description | Amount |
|---|---|---|---|
| 05/01/13 | Hacienda Ford | For Labor | $30.50 |

### BACKGROUND

PO#690287

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1100-414-00-130-001-0-432

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

**BUDGETARY IMPACT:**

PO# 690287 available balance as of 6-19-13 $295.56

## Attachments

Invoice

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/18/2013 03:31 PM |
| Manuel Chapa | Manuel Chapa | 06/27/2013 03:16 PM |
| Purchasing Department | Monica Badillo | 07/02/2013 05:15 PM |

Form Started By: Rosie Diaz Started On: 06/18/2013 11:03 AM

Final Approval Date: 07/02/2013

REC'D JUN 0 6 2013

SERVICE INVOICE
*CUSTOMER COPY*

HACIENDA
RIO GRANDE VALLEY
West University Drive & McColl • Edinburg, TX
(956) 383-1615 • 1-800-444-1615

FAX: (956) 383-2422

HIDALGO CO. ELECTIONS DEPT.
101 E. 10TH ST

EDINBURG TX 78539

PHONE: HOME 956 318-2570
WORK 956 000-0000

CUST# 23059
TAG # 3979

RO# C309928
START 4/04/13 10:27
BILLED 4/22/13 08:20
PO# 690287
WRITER BB
APPROVAL BB /MV
PROMISED 4/04/13 12:00

OWNER 23059 UNIT# 2HA62230 2002 FORD ECONOLINE CURR MI 58,415.0
MI OUT 58,415.0
TRANSMISSION: 4 SPD A W LIC#: 829-747
VIN: 1FTRE14282HA62230 ENGINE: 4.2L 6 CYL
GVWR: 6,001

(C) 1. CONCERN: 99P
COURTESY MULTI-POINT INSPECTION, INCLUDING REPORT CARD
INSPECTION OF THE VEHICLE
CORRECTION: PERFORMED MULTI POINT COURTESY INSPECTION, INCLUDING REPORT CAR

LABOR: 99P
42 PETE SALAZAR

(C) 2. CONCERN: c/s the right door will not open ck and adv??
CORRECTION: Verified customer's concern found the right rear door will not open. Removed front and rear cover to access mechanism found the mechanical links broken need to replace door latch assembly due to it being a complete assembly. Removed and replaced door latch re-tested concern is no longer present.

| | | | | | |
|---|---|---|---|---|---|
| LABOR: | 93.00 | | | | 232.50 |
| | 42 PETE SALAZAR | | | | |
| PARTS: | 1.00 | 8C2Z15431A02C | REMOTE CON | 79.53 | 79.53 |
| MISC: | SALES TX CRE | | | | 17.50- |

| | |
|---|---|
| SUBTOTAL LABOR | 232.50 |
| SUBTOTAL PARTS | 79.53 |
| SUBTOTAL MISC | 17.50CR |



HOURS OF OPERATION
SERVICE AND PARTS DEPT.
MONDAY - FRIDAY 7:30 AM - 6:00 PM
SATURDAY 8:00 AM - 4:00 PM

PARTS DEPARTMENT
MONDAY - FRIDAY
8:00 AM - 6:00 PM

SALES OFFICE HOURS
MONDAY - FRIDAY 9:00 AM - 7:00 PM
SATURDAY 9:00 AM - 4:00 PM

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE. I hereby authorize the repair work hereinafter set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the suppliers or transporter. I hereby grant you and/or employees permission to operate the vehicle herein described on streets, highwas or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hreby acknowledged on vehicle to secure the amount of repairs thereto.

Notice Pursuant to 70.001, Texas Property Code

I am the person or agent acting on behalf of the person, who is obligated to pay for the repair of the motor vehicle subject to the repair contract. I understand that this vehicle is subject to repossession in accordance with 9.503, Texas Business and Commerce Code, if a written order for payment for repair on the vehicle is stopped, dishonored because of insufficient funds, no funds, or because the drawer or maker of the order has no account or the account on which it is drawn has been closed.

X _____
Signature of Person Responsible or Agent for Person Responsible

## STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller, Hacienda Ford hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. ***Hacienda Ford*** neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

This invoice is the 2nd part of the original service requested. Necessary parts, and/or labor are listed for each service requested. Should questions arises, they can best be answered by our service advisor that waited on you. Thank you for confidence in allowing us to service your car.

***Hacienda Ford*** SERVICE DEPARTMENT

RECD JUN 0 6 2013




SERVICE INVOICE
*CUSTOMER COPY*

FAX: (956) 383-2422

HIDALGO CO. ELECTIONS DEPT. CUST# 23059 RO# C309928

| | |
|---|---|
| TOTAL LABOR | 232.50 |
| TOTAL PARTS | 79.53 |
| TOTAL MISC EXPENSES | 17.50CR |
| REPAIR ORDER TOTAL | 294.53 |
| CHARGE TO YOUR ACCOUNT | 294.53 |

Auditor approved to pay (79.53)
Hacienda credit (84.50)
Total pending $ 30.50



HOURS OF OPERATION

SERVICE AND PARTS DEPT.
MONDAY - FRIDAY 7:30 AM - 6:00 PM
SATURDAY 8:00 AM - 4:00 PM

PARTS DEPARTMENT
MONDAY - FRIDAY
8:00 AM - 6:00 PM

SALES OFFICE HOURS
MONDAY - FRIDAY 9:00 AM - 7:00 PM
SATURDAY 9:00 AM - 4:00 PM

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE. I hereby authorize the repair work hereinafter set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the suppliers or transporter. I hereby grant you and/or employees permission to operate the vehicle herein described on streets, highwas or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hreby acknowledged on vehicle to secure the amount of repairs thereto.

Notice Pursuant to 70.001, Texas Property Code

I am the person or agent acting on behalf of the person, who is obligated to pay for the repair of the motor vehicle subject to the repair contract. I understand that this vehicle is subject to repossession in accordance with 9.503, Texas Business and Commerce Code, if a written order for payment for repair on the vehicle is stopped, dishonored because of insufficient funds, no funds, or because the drawer or maker of the order has no account or the account on which it is drawn has been closed.

X _____
Signature of Person Responsible or Agent for Person Responsible

## STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller, Hacienda Ford hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. ***Hacienda Ford*** neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

This invoice is the 2nd part of the original service requested. Necessary parts, and/or labor are listed for each service requested. Should questions arises, they can best be answered by our service advisor that waited on you. Thank you for confidence in allowing us to service your car.

***Hacienda Ford*** SERVICE DEPARTMENT

**AI-39309** **Texas Agri-Life Extension Serv. 21. A.**

**CC REGULAR**

**Meeting Date:** 07/09/2013

**Submitted By:** Nora Linda Cruz, TX. AGRILIFE EXT. SERVICES

**Department:** TX. AGRILIFE EXT. SERVICES

## Information

### CAPTION

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

| Vendor | Account No. | Billing Date | Amount |
|---|---|---|---|
| AT&T | 019-174-8219-001 | May 19, 2013 | $19.06 |
| AT&T | 019-174-8219-001 | June 19, 2013 | ($12.79) credit |

Total amount due: $6.27

2. Requesting for Commissioners Court to approve Texas A&M AgriLife Extension Service be added to the DIR Contract through AT&T.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1100-461-00-380-001-0-531

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

**BUDGETARY IMPACT:**

Ref PO# 688326, funds available as of 7/1/2013.

## Attachments

DIR

Invoice (1)

Invoice (2)

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/19/2013 03:20 PM |
| Obdett Calzada | Obdett Calzada | 07/01/2013 10:01 AM |
| Purchasing Department | Monica Badillo | 07/02/2013 05:15 PM |

Form Started By: Nora Linda Cruz Started On: 06/18/2013 01:25 PM

Final Approval Date: 07/02/2013

**From:** Lee Pena
**To:** Nora Cruz
**Subject:** Fwd: Assigned Task TAS000000067621 - ADD - Firm Order Commitment (ATT) STATUS:COM
**Date:** Wednesday, May 29, 2013 11:05:08 AM

---

Hello Nora,

Here is what I received from DIR. I thought I had sent it to you yesterday, but when I checked my email it was still sitting there as a draft. What the message basically means is that the request has been received and the the work order with DIR will be completed 5/31/2013. Which is in a few days. I know it seems like it took forever, but the turn around time for them is about 4 weeks from the request. Hope this helps.

Regards,

"Lee" Leonila Pena | Technical Services Manager | Information Technology
County of Hidalgo, Texas | Tel: 956.292.7000 x6031 | lee.pena@co.hidalgo.tx.us

----- Forwarded Message -----
> From: "ROEL SALINAS" <rs8619@att.com>
> To: incoming@texasdir.onbmc.com
> Cc: "Deanna Mickelson" <Deanna.Mickelson@dir.texas.gov>, "LEE PENA" <LEE.PENA@CO.HIDALGO.TX.US>
> Sent: Tuesday, May 28, 2013 12:54:50 PM
> Subject: FW: Assigned Task TAS000000067621 - ADD - Firm Order Commitment (ATT) STATUS:COM
>
> Here is your order number to transfer the billing from AT&T to State of TX
> DIR:
> N2040-5162 DUE DATE 05-31-13
> 800 638-8239 Point-to-Number 956 383-1026
> Thanks,
>
> Roel Salinas
> AT&T Texan Communications Consultant
> (512)421-8708
> Email rs8619@att.com
> "This e-mail and any files transmitted with it are the property of AT&T Texas
> and/or its affiliates, are confidential, and are intended solely for the use
> of the individual or entity to whom this e-mail is addressed. If you are
> not one of the named recipient(s) or otherwise have reason or believe that
> you have received this message in error, please notify the sender at
> 512-421-5098 and delete this message immediately from your computer. Any
> other use, retention, dissemination, forwarding, printing or copying of this
> email is strictly prohibited".
>
> "Did you know that ATT offers mobility services for official business use by
> State of Texas employees under DIR-SDD-1777? Contact your State Agency
> Procurement personnel to discuss your business needs & have them submit
> your AT&T Mobility order request to: SoTXATTMobility@att.com. All orders
> received are processed on a first come-first served basis with fulfillment
> typically within 48-72 hours.
>
> State of Texas employees are also eligible for great employee-only discounts!
> Take advantage of these savings and benefits on your personal wireless
> service and monthly service discounts on qualified charges. You can save
> even more with select promotions available in your local area! To find the
> AT&T store closest to you visit www.att.com/find-a-store . Please mention
> FAN 100757.

> You may also visit our employee site for all great offers:
> http://www.att.com/wireless/stateoftexasemployees
>
>
>
>
> -----Original Message-----
> From: BERGAMASCO, ANTHONY J
> Sent: Tuesday, May 28, 2013 12:34 PM
> To: SALINAS, ROEL
> Subject: FW: Assigned Task TAS000000067621 - ADD - Firm Order Commitment
> (ATT)
>
>
>
> -----Original Message-----
> From: DIR Customer Care [mailto:incoming@texasdir.onbmc.com]
> Sent: Tuesday, May 28, 2013 12:32 PM
> To: TEXAN ORDERS
> Subject: Assigned Task TAS000000067621 - ADD - Firm Order Commitment (ATT)
>
> You have been assigned a Task from DIR Communications Technology Services. To
> update this Task simply reply to this email, and leave the Task ID intact
> (ex:  TAS000000000102) in the subject.
>
> The body of your reply will be posted into the Work Log and will be a
> permanent part of DIR's records.
>
> To Update the Status of the Task, add "STATUS:" to the end of the subject and
> then either of the following codes "WIP" for Work In Progress, "COM" for
> Completed, or "REJ" for Rejected.
>
> Work Order ID: WO0000000020158
> Service Request ID: REQ000000025681
> CKR#: H56000.STF.020158.ATT
> TSR#: 13050491
> Order Form: SWITCHED TOLL FREE
>
> DIR Contact: Deanna Mickelson
> DIR Contact Phone Number: 1 512 463-6861
> DIR Contact Email: deanna.mickelson@dir.texas.gov
> DIR Main Phone Number: 877-472-4848, Option 4
> Customer Name: LEE PENA
> Customer Phone Number: 1 956 272-7010
> Customer Email: LEE.PENA@CO.HIDALGO.TX.US
>
> Please provide the following information if applicable:
>
> Tex-AN Vendor Contact:
> Tex-AN Vendor Email:
> Tex-AN Vendor Telephone:
>
>
> Upon receipt of this Task, the Service Provider will Reply with a Status of
> "WIP" to indicate Work In Progress and receipt of the Service Request Task.
>
> Once the Service Request Task has been processed, an Effective Installation
> Date has been assigned, and, if applicable, the Circuit Identifier has been
> assigned,  the Service Provider will Reply with a Status of "COM" and
> provide the minimum required data elements for the service.

> ------------------------------
>
> I have issued your order for WO#20158.
>
> Roel Salinas
> AT&T Texan Communications Consultant
> (512)421-8708
> Email rs8619@att.com
> "This e-mail and any files transmitted with it are the property of AT&T Texas
> and/or its affiliates, are confidential, and are intended solely for the use
> of the individual or entity to whom this e-mail is addressed. If you are
> not one of the named recipient(s) or otherwise have reason or believe that
> you have received this message in error, please notify the sender at
> 512-421-5098 and delete this message immediately from your computer. Any
> other use, retention, dissemination, forwarding, printing or copying of this
> email is strictly prohibited".
>
> "Did you know that ATT offers mobility services for official business use by
> State of Texas employees under DIR-SDD-1777? Contact your State Agency
> Procurement personnel to discuss your business needs & have them submit
> your AT&T Mobility order request to: SoTXATTMobility@att.com. All orders
> received are processed on a first come-first served basis with fulfillment
> typically within 48-72 hours.
>
> State of Texas employees are also eligible for great employee-only discounts!
> Take advantage of these savings and benefits on your personal wireless
> service and monthly service discounts on qualified charges. You can save
> even more with select promotions available in your local area! To find the
> AT&T store closest to you visit www.att.com/find-a-store . Please mention
> FAN 100757.
> You may also visit our employee site for all great offers:
> http://www.att.com/wireless/stateoftexasemployees
>
>
>
>
> -----Original Message-----
> From: SALINAS, ROEL
> Sent: Wednesday, May 15, 2013 3:47 PM
> To: incoming@texasdir.onbmc.com
> Cc: Mickelson, Deanna
> Subject: FW: Assigned Task TAS000000065818 - ADD - Svc. Order Confirmation
> (ATT) STATUS:REJ
>
> Hi Deanna,
> I rejected this WO#20156 & related WO#20158 due to need to attach RESPORG
> form signed by customer to transfer billing to DIR.
> Thanks,
>
> Roel Salinas
> AT&T Texan Communications Consultant
> (512)421-8708
> Email rs8619@att.com
> "This e-mail and any files transmitted with it are the property of AT&T Texas
> and/or its affiliates, are confidential, and are intended solely for the use
> of the individual or entity to whom this e-mail is addressed. If you are
> not one of the named recipient(s) or otherwise have reason or believe that
> you have received this message in error, please notify the sender at
> 512-421-5098 and delete this message immediately from your computer. Any
> other use, retention, dissemination, forwarding, printing or copying of this

> email is strictly prohibited".
>
> "Did you know that ATT offers mobility services for official business use by
> State of Texas employees under DIR-SDD-1777? Contact your State Agency
> Procurement personnel to discuss your business needs & have them submit
> your AT&T Mobility order request to: SoTXATTMobility@att.com. All orders
> received are processed on a first come-first served basis with fulfillment
> typically within 48-72 hours.
>
> State of Texas employees are also eligible for great employee-only discounts!
> Take advantage of these savings and benefits on your personal wireless
> service and monthly service discounts on qualified charges. You can save
> even more with select promotions available in your local area! To find the
> AT&T store closest to you visit www.att.com/find-a-store . Please mention
> FAN 100757.
> You may also visit our employee site for all great offers:
> http://www.att.com/wireless/stateoftexasemployees
>
>
>
>
> -----Original Message-----
> From: MANOR, ANDREW
> Sent: Wednesday, May 15, 2013 11:37 AM
> To: SALINAS, ROEL
> Subject: FW: Assigned Task TAS000000065818 - ADD - Svc. Order Confirmation
> (ATT)
>
>
>
> -----Original Message-----
> From: DIR Customer Care [mailto:incoming@texasdir.onbmc.com]
> Sent: Wednesday, May 15, 2013 11:36 AM
> To: TEXAN ORDERS
> Subject: Assigned Task TAS000000065818 - ADD - Svc. Order Confirmation (ATT)
>
> You have been assigned a Task from DIR Communications Technology Services. To
> update this Task simply reply to this email, and leave the Task ID intact
> (ex: TAS000000000102) in the subject.
>
> The body of your reply will be posted into the Work Log and will be a
> permanent part of DIR's records.
>
> To Update the Status of the Task, add "STATUS:" to the end of the subject and
> then either of the following codes "WIP" for Work In Progress, "COM" for
> Completed, or "REJ" for Rejected.
>
> Work Order ID: WO0000000020158
> Service Request ID: REQ000000025681
> CKR#: H56000.STF.020158.ATT
> TSR#: 13050491
> Order Form: SWITCHED TOLL FREE
>
> DIR Contact: Deanna Mickelson
> DIR Contact Phone Number: 1 512 463-6861
> DIR Contact Email: deanna.mickelson@dir.texas.gov
> DIR Main Phone Number: 877-472-4848, Option 4
> Customer Name: LEE PENA
> Customer Phone Number: 1 956 272-7010
> Customer Email: LEE.PENA@CO.HIDALGO.TX.US

>
> Please provide the following information if applicable:
>
> Tex-AN Vendor Contact:
> Tex-AN Vendor Email:
> Tex-AN Vendor Telephone:
>
>
> SALINAS, ROEL
>
>
> -----Original Message-----
> From: DIR Customer Care [mailto:incoming@texasdir.onbmc.com]
> Sent: Wednesday, May 15, 2013 9:04 AM
> To: TEXAN ORDERS
> Subject: Assigned Task TAS000000065817 - ADD - Work Order Acknowledgment
> (ATT)
>
> You have been assigned a Task from DIR Communications Technology Services. To
> update this Task simply reply to this email, and leave the Task ID intact
> (ex:  TAS000000000102) in the subject.
>
> The body of your reply will be posted into the Work Log and will be a
> permanent part of DIR's records.
>
> To Update the Status of the Task, add "STATUS:" to the end of the subject and
> then either of the following codes "WIP" for Work In Progress, "COM" for
> Completed, or "REJ" for Rejected.
>
> Work Order ID: WO0000000020158
> Service Request ID: REQ000000025681
> CKR#: H56000.STF.020158.ATT
> TSR#: 13050491
> Order Form: SWITCHED TOLL FREE
>
> DIR Contact: Deanna Mickelson
> DIR Contact Phone Number: 1 512 463-6861
> DIR Contact Email: deanna.mickelson@dir.texas.gov
> DIR Main Phone Number: 877-472-4848, Option 4
> Customer Name: LEE PENA
> Customer Phone Number: 1 956 272-7010
> Customer Email: LEE.PENA@CO.HIDALGO.TX.US
>
> Please provide the following information if applicable:
>
> Tex-AN Vendor Contact:
> Tex-AN Vendor Email:
> Tex-AN Vendor Telephone:
>
>
> For this task, only use the code "COM" in your Reply, indicating your
> official receipt of this Service Request.
> ------------------------------
>
> Agency Name: PH56000 - COUNTY OF HIDALGO TEXAS
> Division Code: H56000 - COUNTY OF HIDALGO TEXAS
> Customer Type: S - State Government
> Requested Due Date: 5/31/2013
> Type: Order
> Project: No

>  Project Name:
> Previous Quote:
> Provider: AT&T (ATT) - DIR-TEX-AN-NG-CTSA-005
> Expedite Request: No
> Service Type: Add
> ----------
> Service Address: 100 N CLOSNER BLVD
> EDINBURG, TX 78539
> Capital Complex #?: No
> Point-To Number: 956-383-1026
> Group Size: 5
> Toll Number Reserved: 800-638-8239
> Directory Assistance: Non-Publish
> Listing to Read: N/A
> Remarks: CUSTOMER WOULD LIKE TO TRANSFER BILLING FROM AT&T TO DIR.
>
> INTERSTATE (MAINLAND US).
>

| Account Number | Bill Date | Payment Due Date |
|---|---|---|
| 019 174 8219 001 | MAY 19, 2013 | JUN 14, 2013 |

COUNTY OF HIDALGO
%EXTENSION SERVICES
410 N 13TH AVE
EDINBURG TX 78541-3582

TELEPHONE NUMBER: 210 383 1026

## AT&T All in One Service

For Customer Care: 1 877 325-0445

### Regulatory News

If the due date shown on your bill falls on a holiday or a weekend, the due date is automatically extended to the next business day.

**********

Attention Valued AT&T Customers:
If your invoice includes any back-billed charges, you have the right to pay these charges in full with your regular bill, or to call AT&T to make reasonable payment arrangements. You may choose to pay the back-billed amount in monthly installments equal to the number of back-billed months. Please take note that you must pay the full amount of your phone bill each month, including installments to repay back-billed charges, in order to avoid possible disconnection and other charges and penalties. If you are interested in using this payment method for any back-billed amount, please call AT&T on the toll-free number located on your bill.

**********

The terms, conditions and charges that apply to all your detariffed AT&T services can be viewed at the AT&T web site: http://www.att.com/agreement. Important limits of liability apply, including: AT&T is not liable for indirect or consequential damages (such as your lost profits or other economic loss) and direct damages during any 12 months cannot exceed one month of your payments for affected service.

Additional terms, conditions, charges, penalties and price change information for all detariffed business services can be viewed at http://www.att.com/serviceguide/business. Price changes will be posted at this AT&T web site before they apply to your bill. If you do not have access to the Internet, please contact your AT&T Sales Representatives or Customer Care Center for information.

| Account Number | Bill Date | Payment Due Date |
|---|---|---|
| 019 174 8219 001 | MAY 19, 2013 | JUN 14, 2013 |

at&t

COUNTY OF HIDALGO
%EXTENSION SERVICES
410 N 13TH AVE
EDINBURG TX 78541-3582

TELEPHONE NUMBER: 210 383 1026

## AT&T All in One Service

For Customer Care: 1 877 325-0445

### Account Status

Your account is past due. If you have sent your payment, please disregard this notice.

### Regulatory News

Attention Customers in Maine, North Carolina, Nevada, Utah and California:

If you do not pay your bill by the due date, and the outstanding balance is $25 or more, AT&T may assess a charge of $5.00 or assess an interest charge of up to 1.5% of the outstanding balance, as permitted by law. In Maine and North Carolina the maximum interest is 1%. In Utah and Nevada the maximum interest is 1.5%.

**********

Attention Customers:

If you do not pay your bill by the date it is due, AT&T may assess a late payment charge. The rate shall be 1.5% per month (18% annually) unless an applicable law or regulation specifies a lower rate to be charged, and then that lower rate shall apply. Alternatively, a minimum late payment charge of $5.00 may be assessed if permitted by applicable law or regulation. In Maine, the monthly rate for 2013 is 0.82%. (B496)

**********

Attention Customers with Service in All States, Except AK, IN NY, PA, TX, and VA:

AT&T intrastate, interstate, and international services are provided by AT&T Corp. To view service publications, go to www.att.com/servicepublications and click on Service Guides and/or Tariffs. (B468)

**********

Attention Customers with Service in All States, Except AK, IN, NY, PA, TX, TN and VA:

AT&T intrastate, interstate, and international services are provided by AT&T Corp. To view service publications, go to http://www.att.com/servicepublications and click on Service Guides and/or Tariffs. (B429)

**********

DO NOT CALL
If your business makes outbound telephone solicitations, you must comply with federal do-not-call laws and regulations (47 C.F.R. 64.1200 and 16 C.F.R. 310) and any applicable state laws.

**********

AT&T Calling Card is a US-based telecommunications service provided by AT&T Corp. Worldwide access is provided on a bilateral basis in cooperation with AT&T's correspondent carriers in non-US jurisdictions, and in accordance with the Regulations of the International Telecommunications Union, as applicable.

**********

Bill Period is the monthly period that the customer's bill processing began and ended. Your monthly bill will include some charges that are billed in advance and others that are billed in arrears. Local Line charges, Local Monthly Recurring Charges (MRCs), and usage charges are billed in arrears. Toll Free MRCs are billed one month in advance. (B415)

See next page for more news!

| Account Number | Bill Date | Payment Due Date |
|---|---|---|
| 019 174 8219 001 | MAY 19, 2013 | JUN 14, 2013 |

at&t

COUNTY OF HIDALGO
%EXTENSION SERVICES
410 N 13TH AVE
EDINBURG TX 78541-3582

TELEPHONE NUMBER: 210 383 1026

## AT&T All in One Service

For Product Info: www.att.com/businesscenter
For Customer Care: 1 877 325-0445

### AT&T All in One Service

| | |
|---|---|
| AT&T LONG DISTANCE | $15.30 |
| TOTAL SERVICE CHARGES | $15.30 |
| SURCHARGES AND TAXES | $3.76 |

Invoice Received by: _____ on 5/24/13
Goods/Services Received by: _____ on 5/24/13

**TOTAL CURRENT CHARGES** **$19.06**

See Summary of Charges page for details

### ACCOUNT STATUS

| | |
|---|---|
| PREVIOUS BALANCE | $82.32 |
| PAYMENT RECEIVED | $0.00 |
| ADJUSTMENTS | $0.00 |
| TOTAL CURRENT CHARGES | $19.06 |

APPROVED BY: _____
DATE: 5-31-13
Acct# 3-1100-461-00-380-001-0-531

**TOTAL AMOUNT DUE** **$101.38**

Pay online at www.att.com/paymybill

### **** News From AT&T ****

**Just For Your Business** *See next page for more news!*

Login now at http://www.att.com/loginnow to view your billing call details online. Then, when you're ready, select your preferred method of payment:

PAY ONLINE - Once logged in, click "Pay Your Bills" to setup one-time or monthly payments with a credit card or bank account.
PAY BY PHONE - Call the toll-free number at the top of this page to setup a one-time payment with a credit card or bank account.
PAY BY MAIL - Submit the lower portion of this page with a check payable to AT&T.

Whatever's most convenient for you!

**********

You can manage all of your ordering and billing inquiries with just a click. Visit us at www.att.com/customercare for details on AT&T on-line customer service.

**Pay your bill online at www.att.com/paymybill or pay by postal mail using the remittance slip below. When paying by check, make it payable to AT&T, include your account number on payment and make sure that the AT&T P.O. Box address is viewable through the envelope window. AT&T is not able to reply to inquiries written on this remittance document. Please visit www.att.com/accountmanagement for assistance.**

---

**TO ENSURE PROPER CREDIT, PLEASE DETACH THIS PORTION AND RETURN WITH REMITTANCE.**

8680.1.35.8152 2 MB 0.405 HG

COUNTY OF HIDALGO
EXTENSION SERVICES
410 N 13TH AVE
EDINBURG TX 78541-3582

at&t

Account Number: 019 174 8219 001
Bill Date: MAY 19, 2013
Payment Due Date: JUN 14, 2013

Total Amount Due: $101.38

Amount Enclosed: $

Check here for name/address/telephone number corrections only. See reverse side. ☐

AT&T
PO BOX 105068
ATLANTA GA 30348-5068

01917482190010552500000010138000000190600000000003

SC#25-05

# AT&T ALL in One Service - Reference Guide

## AT&T ACCOUNT HIERARCHY

* **Account Number:** The Main Billed AT&T account number for your All in One account.

* **Subaccount Number:** Customers with toll free service, or those who have more than one location, will have their toll free/location level charges summarized under subaccounts. Multiple subaccounts can be associated with one.

Example:
* 030-555-1111 (Account Number) - Total Charges
* 011-555-1234 (Subaccount) - Charges for Location #1
* 161-555-1235 (Subaccount) - Charges for toll free service

## SUMMARY OF MONTHLY CHARGES

### LONG DISTANCE SERVICE

**Monthly Charges**

* **Toll-Free Service:** A monthly charge, billed one month in advance, applies for Customers with AT&T Toll-Free Service.

* **Minimum Usage Charge:** Assessed when the total AT&T Long Distance Usage charges are below the monthly minimum.

### LOCAL SERVICE

**Monthly Charges**

* **Line Charge:** A monthly charge applies for each line subscribed to AT&T Local service.

* **Local Feature(s):** A monthly charge may apply for specific Local Features and/or Feature packages.

### SURCHARGES

* **Subscriber Line Charge:** The Subscriber Line Charge is an FCC-approved, flat-rated monthly charge paid by consumers to their Local Telephone Company so that the Local Telephone Company can recover the costs associated with connecting customers to the network which are not recovered in local rate.

* **In State Connection Fee:** AT&T is charged by your local telephone company to carry your AT&T in state long distance and local toll calls over its lines. In order to help recover these costs, AT&T includes in your monthly bill an In State Connection Fee. The fee applies to Customers subscribed to AT&T for Business long distance or local toll service. The fee does not apply to customers that subscribe only to AT&T Local Service.

PLEASE NOTE ONLY THE ITEMS THAT HAVE CHANGED

Company Name

Attention

Street Address

City - State

Zip Code

Area Code and Phone Number

HAS YOUR BUSINESS MOVED ? Y____ N____ HAS OWNERSHIP CHANGED ? Y____ N____

| Account Number | Bill Date | Payment Due Date |
|---|---|---|
| 019 174 8219 001 | MAY 19, 2013 | JUN 14, 2013 |

COUNTY OF HIDALGO
%EXTENSION SERVICES
410 N 13TH AVE
EDINBURG TX 78541-3582

TELEPHONE NUMBER: 210 383 1026

## AT&T All in One Service

For Customer Care: 1 877 325-0445

### Regulatory News

****Important News About Your Account****

You are requested to provide in writing to AT&T, within six months of the date of this bill, any dispute with respect to the charges on this bill, unless a different notification period applies under your contract, State Tariff and/or Service Guide.

You can reach AT&T either by using the toll free number on your bill, or in writing at the remittance address listed on your bill.

http://serviceguide.att.com/servicelibrary/business/ext/state-tariff-buss.cfm

**********

Attention Valued AT&T Customers:

Federal regulation requires AT&T to inform our valued customers that basic local services will not be disconnected for the non-payment of your non-regulated service charges. To avoid collection activity, please remember to pay all charges by the due date.

In addition, you may experience disconnection of your basic local service if payment is not received for the Long Distance portion of your bill except in the following states of: Alabama, Arizona, California, Colorado, Hawaii, Idaho, Indiana, Iowa, Maryland, Michigan, Minnesota, Missouri, New Mexico, New York, New Jersey, North Carolina, North Dakota, Ohio, Oklahoma, Pennsylvania, Texas, Utah, Vermont, Virginia, Washington, and the District of Columbia.

**********

Any intrastate services you subscribe to are provided by AT&T Communications of Texas, Inc. and any interstate/international services you subscribe to are provided by AT&T Corp. To view service publications go to: att.com/servicepublications and click on Service Guides and/or Tariffs.

Attention Customers with Locations in Texas:

Texas' Prompt Payment Act (PPA) applies to AT&T's service to governmental entities of the State of Texas and establishes requirements related to purchases by a governmental entity, including the time for payment, the accrual and payment of interest on overdue payments, and disputed payments. If you are a governmental entity, promptly contact AT&T at the following URL to advise AT&T of your PPA eligibility: http://att.com/txppa.

**********

Attention Customers with Service in TX:

Any intrastate services you subscribe to are provided by AT&T Communications of Texas, LLC, and any interstate/international services you subscribe to are provided by AT&T Corp. To view service publications go to: att.com/servicepublications and click on Service Guides and/or Tariffs.

(B619)

**********

Mail date: This bill was mailed on or before 15 calendar days from the invoice date printed on this bill.

**********

Mail date: this bill was mailed on or before 15 calendar days from the invoice date printed on this bill.

See next page for more news!

| Account Number | Bill Date | Payment Due Date |
|---|---|---|
| 019 174 8219 001 | MAY 19, 2013 | JUN 14, 2013 |

at&t

COUNTY OF HIDALGO
%EXTENSION SERVICES
410 N 13TH AVE
EDINBURG TX 78541-3582

TELEPHONE NUMBER: 210 383 1026

**AT&T All in One Service** For Customer Care: 1 877 325-0445

Billing detail continues on next page.

| Account Number | Bill Date | Payment Due Date |
|---|---|---|
| 019 174 8219 001 | MAY 19, 2013 | JUN 14, 2013 |

at&t

COUNTY OF HIDALGO
%EXTENSION SERVICES
410 N 13TH AVE
EDINBURG TX 78541-3582

TELEPHONE NUMBER: 210 383 1026

## AT&T All in One Service

## Summary by Subaccount/Location

For Customer Care: 1 877 325-0445

| SUBACCOUNT/LOCATION | EXPLANATION | AMOUNT |
|---|---|---|
| | **SURCHARGES** | |
| | Federal Universal Connectivity Charge | $2.52 |
| | Administrative Expense Fee | 0.13 |
| | Property Tax Allotment | 0.61 |
| | Federal Regulatory Fee | 0.37 |
| | STATE COST - RECOVERY FEE | 0.13 |
| | **TOTAL SURCHARGES** | **$3.76** |
| | **TAXES** | |
| | **TOTAL TAXES** | **$0.00** |
| | **SUBACCOUNT TOTAL** | **$19.06** |
| | **TOTAL** | **$19.06** |

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| Account Number | Bill Date | Payment Due Date |
|---|---|---|
| 019 174 8219 001 | MAY 19, 2013 | JUN 14, 2013 |

Subaccount: 161 032 0567 111

COUNTY OF HIDALGO
%EXTENSION SERVICES
410 N 13TH AVE
EDINBURG TX 78541-3582

## AT&T All in One Service

## Call Detail

For Customer Care: 1 877 325-0445

| ITEM | DATE | TIME (hh:mm:ss) | DAY OF WEEK | PLACE | AREA CODE/ NUMBER | DURATION (hh:mm:ss) | CALL TYPE | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| LONG DISTANCE SERVICE<br>BILLED NUMBER: 956 383-1026 | | | | | | | | |
| TOLL-FREE NUMBER: 800 638-8239 | | | | | | | | |
| STATE-TO-STATE CALLS | | | | | | | | |
| 1 | 4/26/13 | 8:38:19A | FRI | OMAHA | NE 402 345-1241 | 1:00 | | 0.07 |
| 2 | 5/06/13 | 2:29:17P | MON | COVINGTON | VA 540 620-6025 | 1:00 | | 0.07 |
| SUBTOTAL | | | | | | 0:02:00 | | $0.14 |
| IN-STATE CALLS | | | | | | | | |
| 3 | 5/01/13 | 1:58:23P | WED | EDINBURG | TX 956 383-1026 | 1:00 | | 0.08 |
| 4 | 5/09/13 | 12:04:30P | THU | EDINBURG | TX 956 383-1026 | 1:00 | | 0.08 |
| SUBTOTAL | | | | | | 0:02:00 | | $0.16 |
| TOTALS FOR 800 638-8239 | | | | | | 0:04:00 | | $0.30 |
| TOTALS FOR 956 383-1026 | | | | | | 0:04:00 | | $0.30 |
| TOTALS FOR SUBACCOUNT 161 032 0567 111 | | | | | | 0:04:00 | | $0.30 |

AT&T Call Type Information:
DDC-Direct Dialed Call
CCS-Calling Card Station Call
CCO-Operator Handled Card Call
CCP-Calling Card Person Call
OHS-Operator Handled Station Call
ODR-Operator Handled Station Call-Dial Rate
OHP-Operator Handled Person Call
OCP-Operator Handled Person Collect Call

| Account Number | Bill Date | Payment Due Date |
|---|---|---|
| 019 174 8219 001 | MAY 19, 2013 | JUN 14, 2013 |

at&t

COUNTY OF HIDALGO
%EXTENSION SERVICES
410 N 13TH AVE
EDINBURG TX 78541-3582

TELEPHONE NUMBER: 210 383 1026

## AT&T All in One Service

### Summary of Charges

For Customer Care: 1 877 325-0445

| EXPLANATION | AMOUNT |
|---|---|
| **LONG DISTANCE SERVICE** | |
| **MONTHLY CHARGES** | |
| Domestic Toll-Free Monthly Fee | $15.00 |
| **MONTHLY CHARGES SUBTOTAL** | **$15.00** |
| **USAGE CHARGES** | |
| In-State (includes Local Toll calls) | $0.16 |
| State-to-State | 0.14 |
| **USAGE CHARGES SUBTOTAL** | **$0.30** |
| **TOTAL LONG DISTANCE SERVICE CHARGES** | **$15.30** |
| **SURCHARGES AND TAXES** | |
| **SURCHARGES** | |
| Federal Universal Connectivity Charge | $2.52 |
| Administrative Expense Fee | 0.13 |
| Property Tax Allotment | 0.61 |
| Federal Regulatory Fee | 0.37 |
| STATE COST - RECOVERY FEE | 0.13 |
| **SURCHARGES SUBTOTAL** | **$3.76** |
| **TOTAL SURCHARGES AND TAXES** | **$3.76** |
| **TOTAL CURRENT CHARGES** | **$19.06** |

### Summary by Subaccount/Location

| SUBACCOUNT/LOCATION | EXPLANATION | AMOUNT |
|---|---|---|
| 014 144 4261 001<br><br>Telephone Number:<br>210 383 1026<br><br>COUNTY OF HIDALGO<br>%EXTENSION SERVICES<br>410 N 13TH AVE<br>EDINBURG TX 78541-3582 | **LONG DISTANCE SERVICE**<br>0 Total Calls | |
| | **LOCATION TOTAL** | **$0.00** |
| 161 032 0567 111<br>COUNTY OF HIDALGO<br>410 N 13TH ST<br>EDINBURG TX 785393408 | **LONG DISTANCE SERVICE**<br>4 Total Calls<br>0:04:00 Total Hr/Min/Sec<br>**Monthly Charges**<br>Domestic Toll-Free Monthly Fee<br>**Usage Charges**<br>In-State (includes Local Toll calls)<br>State-to-State Usage Charges | <br><br><br><br>$15.00<br><br>0.16<br>0.14 |
| | **TOTAL LONG DISTANCE CHARGES** | **$15.30** |

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| Account Number | Bill Date | Payment Due Date |
|---|---|---|
| 019 174 8219 001 | JUN 19, 2013 | JUL 14, 2013 |

at&t

COUNTY OF HIDALGO
%EXTENSION SERVICES
410 N 13TH AVE
EDINBURG TX 78541-3582

TELEPHONE NUMBER: 210 383 1026

## AT&T All in One Service

For Product Info: www.att.com/businesscenter
For Customer Care: 1 877 325-0445

### AT&T All in One Service

| | |
|---|---|
| AT&T LONG DISTANCE | $10.18R |
| TOTAL SERVICE CHARGES | $10.18R |
| SURCHARGES AND TAXES | $2.61R |

Invoice Received by: _____ on 6/28/13
Goods/Services Received by: _____ on 6/28/13

**TOTAL CURRENT CHARGES** $12.79R

See Summary of Charges page for details

### ACCOUNT STATUS

| | |
|---|---|
| PREVIOUS BALANCE | $101.38 |
| PAYMENT RECEIVED | $82.32R |
| ADJUSTMENTS | $0.00 |
| TOTAL CURRENT CHARGES | $12.79R |

APPROVED BY: Barbara Story
DATE: 6-28-13
Acct# 3-1100-461-00-380-001-0-531

**TOTAL AMOUNT DUE** $6.27

Pay online at www.att.com/paymybill

### News From AT&T

**Just For Your Business** *See next page for more news!*

Login now at http://www.att.com/loginnow to view your billing call details online. Then, when you're ready, select your preferred method of payment:

PAY ONLINE - Once logged in, click "Pay Your Bills" to setup one-time or monthly payments with a credit card or bank account.
PAY BY PHONE - Call the toll-free number at the top of this page to setup a one-time payment with a credit card or bank account.
PAY BY MAIL - Submit the lower portion of this page with a check payable to AT&T.

Whatever's most convenient for you!

You can manage all of your ordering and billing inquiries with just a click. Visit us at www.att.com/customercare for details on AT&T on-line customer service.

**Pay your bill online at www.att.com/paymybill or pay by postal mail using the remittance slip below. When paying by check, make it payable to AT&T, include your account number on payment and make sure that the AT&T P.O. Box address is viewable through the envelope window. AT&T is not able to reply to inquiries written on this remittance document. Please visit www.att.com/accountmanagement for assistance.**

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**TO ENSURE PROPER CREDIT, PLEASE DETACH THIS PORTION AND RETURN WITH REMITTANCE.**

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COUNTY OF HIDALGO
EXTENSION SERVICES
410 N 13TH AVE
EDINBURG TX 78541-3582

at&t

Account Number: 019 174 8219 001
Bill Date: JUN 19, 2013
Payment Due Date: JUL 14, 2013

Total Amount Due: $6.27

Amount Enclosed: $

Check here for name/address/telephone number corrections only. See reverse side. ☐

AT&T
PO BOX 105068
ATLANTA GA 30348-5068

01917482190010552500000000627000000000000000000009

SC#25-05

| Account Number | Bill Date | Payment Due Date |
|---|---|---|
| 019 174 8219 001 | JUN 19, 2013 | JUL 14, 2013 |

Subaccount: 161 032 0567 111

COUNTY OF HIDALGO
%EXTENSION SERVICES
410 N 13TH AVE
EDINBURG TX 78541-3582

## AT&T All in One Service

## Call Detail

For Customer Care: 1 877 325-0445

| ITEM | DATE | TIME (hh:mm:ss) | DAY OF WEEK | PLACE | | AREA CODE/ NUMBER | DURATION (hh:mm:ss) | CALL TYPE | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| LONG DISTANCE SERVICE<br>BILLED NUMBER: 956 383-1026 | | | | | | | | | |
| TOLL-FREE NUMBER: 800 638-8239 | | | | | | | | | |
| IN-STATE CALLS | | | | | | | | | |
| 1 | 5/21/13 | 10:05:46A | TUE | EDINBURG | TX | 956 383-1026 | 2:00 | | 0.16 |
| 2 | 5/29/13 | 8:51:54A | WED | STILLMAN | TX | 956 743-5500 | 2:00 | | 0.16 |
| SUBTOTAL | | | | | | | 0:04:00 | | $0.32 |
| TOTALS FOR 800 638-8239 | | | | | | | 0:04:00 | | $0.32 |
| TOTALS FOR 956 383-1026 | | | | | | | 0:04:00 | | $0.32 |
| TOTALS FOR SUBACCOUNT 161 032 0567 111 | | | | | | | 0:04:00 | | $0.32 |

AT&T Call Type Information:
DDC-Direct Dialed Call
CCS-Calling Card Station Call
CCO-Operator Handled Card Call
CCP-Calling Card Person Call
OHS-Operator Handled Station Call
ODR-Operator Handled Station Call-Dial Rate
OHP-Operator Handled Person Call
OCP-Operator Handled Person Collect Call

| Account Number | Bill Date | Payment Due Date |
|---|---|---|
| 019 174 8219 001 | JUN 19, 2013 | JUL 14, 2013 |

at&t

COUNTY OF HIDALGO
%EXTENSION SERVICES
410 N 13TH AVE
EDINBURG TX 78541-3582

TELEPHONE NUMBER: 210 383 1026

## AT&T All in One Service

## Summary by Subaccount/Location

For Customer Care: 1 877 325-0445

| SUBACCOUNT/LOCATION | EXPLANATION | AMOUNT |
|---|---|---|
| | **LONG DISTANCE SERVICE** | |
| | **Usage Charges** | |
| | In-State (includes Local Toll calls) | 0.32 |
| | **TOTAL LONG DISTANCE CHARGES** | **$10.18R** |
| | **SURCHARGES** | |
| | Federal Universal Connectivity Charge | $1.75R |
| | Administrative Expense Fee | 0.09R |
| | Property Tax Allotment | 0.43R |
| | Federal Regulatory Fee | 0.26R |
| | STATE COST - RECOVERY FEE | 0.08R |
| | **TOTAL SURCHARGES** | **$2.61R** |
| | **TAXES** | |
| | **TOTAL TAXES** | **$0.00** |
| | **SUBACCOUNT TOTAL** | **$12.79R** |
| | **TOTAL** | **$12.79R** |

| Account Number | Bill Date | Payment Due Date |
|---|---|---|
| 019 174 8219 001 | JUN 19, 2013 | JUL 14, 2013 |

at&t

COUNTY OF HIDALGO
%EXTENSION SERVICES
410 N 13TH AVE
EDINBURG TX 78541-3582

TELEPHONE NUMBER: 210 383 1026

## AT&T All in One Service

## Summary of Charges

For Customer Care: 1 877 325-0445

| EXPLANATION | AMOUNT |
|---|---|
| **LONG DISTANCE SERVICE** | |
| **MONTHLY CHARGES** | |
| Credit For AT&T Business Domestic Monthly Fee At $15.00 From 5/30/13 Through 6/19/13 | $10.50CR* |
| **MONTHLY CHARGES SUBTOTAL** | **$10.50CR** |
| **USAGE CHARGES** | |
| In-State (includes Local Toll calls) | $0.32 |
| **USAGE CHARGES SUBTOTAL** | **$0.32** |
| **TOTAL LONG DISTANCE SERVICE CHARGES** | **$10.18CR** |
| **SURCHARGES AND TAXES** | |
| **SURCHARGES** | |
| Federal Universal Connectivity Charge | $1.75CR |
| Administrative Expense Fee | 0.09CR |
| Property Tax Allotment | 0.43CR |
| Federal Regulatory Fee | 0.26CR |
| STATE COST - RECOVERY FEE | 0.08CR |
| **SURCHARGES SUBTOTAL** | **$2.61CR** |
| **TOTAL SURCHARGES AND TAXES** | **$2.61CR** |
| **TOTAL CURRENT CHARGES** | **$12.79CR** |

## Summary by Subaccount/Location

| SUBACCOUNT/LOCATION | EXPLANATION | AMOUNT |
|---|---|---|
| 014 144 4261 001<br><br>Telephone Number:<br>210 383 1026<br><br>COUNTY OF HIDALGO<br>%EXTENSION SERVICES<br>410 N 13TH AVE<br>EDINBURG TX 78541-3582 | **LONG DISTANCE SERVICE**<br>0 Total Calls | |
| | **LOCATION TOTAL** | **$0.00** |
| 161 032 0567 111<br>COUNTY OF HIDALGO<br>410 N 13TH ST<br>**EDINBURG TX 785413582** | **LONG DISTANCE SERVICE**<br>2 Total Calls<br>0:04:00 Total Hr/Min/Sec<br>**Monthly Charges**<br>Credit For AT&T Business Domestic Monthly Fee At $15.00 From 5/30/13 Through 6/19/13 | $10.50CR |

| Account Number | Bill Date | Payment Due Date |
|---|---|---|
| 019 174 8219 001 | JUN 19, 2013 | JUL 14, 2013 |

at&t

COUNTY OF HIDALGO
%EXTENSION SERVICES
410 N 13TH AVE
EDINBURG TX 78541-3582

TELEPHONE NUMBER: 210 383 1026

**AT&T All in One Service** For Customer Care: 1 877 325-0445

Billing detail continues on next page.

| Account Number | Bill Date | Payment Due Date |
|---|---|---|
| 019 174 8219 001 | JUN 19, 2013 | JUL 14, 2013 |



COUNTY OF HIDALGO
%EXTENSION SERVICES
410 N 13TH AVE
EDINBURG TX 78541-3582

TELEPHONE NUMBER: 210 383 1026

## AT&T All in One Service

For Customer Care: 1 877 325-0445

### Regulatory News

Attention Valued AT&T Customers:
If your invoice includes any back-billed charges, you have the right to pay these charges in full with your regular bill, or to call AT&T to make reasonable payment arrangements. You may choose to pay the back-billed amount in monthly installments equal to the number of back-billed months. Please take note that you must pay the full amount of your phone bill each month, including installments to repay back-billed charges, in order to avoid possible disconnection and other charges and penalties. If you are interested in using this payment method for any back-billed amount, please call AT&T on the toll-free number located on your bill.

**********

The terms, conditions and charges that apply to all your detariffed AT&T services can be viewed at the AT&T web site: http://www.att.com/agreement. Important limits of liability apply, including: AT&T is not liable for indirect or consequential damages (such as your lost profits or other economic loss) and direct damages during any 12 months cannot exceed one month of your payments for affected service.

Additional terms, conditions, charges, penalties and price change information for all detariffed business services can be viewed at http://www.att.com/serviceguide/business. Price changes will be posted at this AT&T web site before they apply to your bill. If you do not have access to the Internet, please contact your AT&T Sales Representatives or Customer Care Center for information.

| Account Number | Bill Date | Payment Due Date |
|---|---|---|
| 019 174 8219 001 | JUN 19, 2013 | JUL 14, 2013 |

at&t

COUNTY OF HIDALGO
%EXTENSION SERVICES
410 N 13TH AVE
EDINBURG TX 78541-3582

TELEPHONE NUMBER: 210 383 1026

**AT&T All in One Service** For Customer Care: 1 877 325-0445

**Regulatory News**

Texas Division of Emergency Management
Hurricane Preparedness Guidelines
Preparing for Hurricane Season: June 1- Nov.30

Evacuation Planning: When a hurricane threatens, listen for instructions from local officials. When they call for an evacuation in your area, get going without delay.
- Discuss evacuation plans with your family BEFORE hurricane season June 1 - Nov. 30. Make a checklist of what you need to do before you leave town and review it.
- Monitor NOAA weather radio and local TV and radio broadcasts during storm season.
- Prepare an emergency supply kit including: radio, flashlight, extra batteries, extra eye glasses, bottled water, non-perishable food, dry clothes, bedding, insurance information, important documents, medications, copies of prescriptions and special products for babies, the elderly and medically fragile family members.
- Learn evacuation routes before storm season. When there's a hurricane in the Gulf, keep your gas tank as full as possible. Expect traffic delays in an evacuation.
- Dial 2-1-1 to register if you have special health care needs or if you simply do not have transportation: Gulf coast residents in evacuation zones with special health care needs -- who do not have friends or family to help -- should register in advance for a ride by dialing 2-1-1 in advance. Residents with no other transportation can register for a ride in advance by dialing 2-1-1. (B651)

**********

Attention Customers with Service in TX:

Any intrastate services you subscribe to are provided by AT&T Communications of Texas, LLC, and any interstate/international services you subscribe to are provided by AT&T Corp. To view service publications go to: att.com/servicepublications and click on Service Guides and/or Tariffs.

(B619)

**********

Speed Call 8 Feature Change

Effective 10/31/13, Speed Call 8 will no longer be available to business customers in your region. Customers with Speed Call 8 must change their feature to Speed Call 30 by 10/31/13. Speed Call 30 provides business customers with more speed dial functionality. The rate will decrease from $5.00 for Speed Call 8 to $2.00 for Speed Call 30. Programming instructions will be available at the time of your service upgrade. To change your feature from Speed Call 8 to Speed Call 30, you must contact an AT&T Service Representative at the toll-free number on your bill prior to 8/31/13.

If you have 5 lines or less, you have the option to decline the rate decrease and cancel service without penalty up to the date before the rate change becomes effective on 10/31/13. (B311)

**********

Mail date: This bill was mailed on or before 15 calendar days from the invoice date printed on this bill.

**********

Mail date: this bill was mailed on or before 15 calendar days from the invoice date printed on this bill.

**********

If the due date shown on your bill falls on a holiday or a weekend, the due date is automatically extended to the next business day.

See next page for more news!

| Account Number | Bill Date | Payment Due Date |
|---|---|---|
| 019 174 8219 001 | JUN 19, 2013 | JUL 14, 2013 |

at&t

COUNTY OF HIDALGO
%EXTENSION SERVICES
410 N 13TH AVE
EDINBURG TX 78541-3582

TELEPHONE NUMBER: 210 383 1026

## AT&T All in One Service

For Customer Care: 1 877 325-0445

**Regulatory News**

AT&T Calling Card is a US-based telecommunications service provided by AT&T Corp. Worldwide access is provided on a bilateral basis in cooperation with AT&T's correspondent carriers in non-US jurisdictions, and in accordance with the Regulations of the International Telecommunications Union, as applicable.

**********

Bill Period is the monthly period that the customer's bill processing began and ended. Your monthly bill will include some charges that are billed in advance and others that are billed in arrears. Local Line charges, Local Monthly Recurring Charges (MRCs), and usage charges are billed in arrears. Toll Free MRCs are billed one month in advance.
(B415)

**********

****Important News About Your Account****

You are requested to provide in writing to AT&T, within six months of the date of this bill, any dispute with respect to the charges on this bill, unless a different notification period applies under your contract, State Tariff and/or Service Guide.

You can reach AT&T either by using the toll free number on your bill, or in writing at the remittance address listed on your bill.

http://serviceguide.att.com/servicelibrary/business/ext/state-tariff-buss.cfm

**********

Attention Valued AT&T Customers:

Federal regulation requires AT&T to inform our valued customers that basic local services will not be disconnected for the non-payment of your non-regulated service charges. To avoid collection activity, please remember to pay all charges by the due date.

In addition, you may experience disconnection of your basic local service if payment is not received for the Long Distance portion of your bill except in the following states of: Alabama, Arizona, California, Colorado, Hawaii, Idaho, Indiana, Iowa, Maryland, Michigan, Minnesota, Missouri, New Mexico, New York, New Jersey, North Carolina, North Dakota, Ohio, Oklahoma, Pennsylvania, Texas, Utah, Vermont, Virginia, Washington, and the District of Columbia.

**********

Any intrastate services you subscribe to are provided by AT&T Communications of Texas, Inc. and any interstate/international services you subscribe to are provided by AT&T Corp. To view service publications go to: att.com/servicepublications and click on Service Guides and/or Tariffs.

Attention Customers with Locations in Texas:

Texas' Prompt Payment Act (PPA) applies to AT&T's service to governmental entities of the State of Texas and establishes requirements related to purchases by a governmental entity, including the time for payment, the accrual and payment of interest on overdue payments, and disputed payments. If you are a governmental entity, promptly contact AT&T at the following URL to advise AT&T of your PPA eligibility: http://att.com/txppa.

See next page for more news!

| Account Number | Bill Date | Payment Due Date |
|---|---|---|
| 019 174 8219 001 | JUN 19, 2013 | JUL 14, 2013 |

at&t

COUNTY OF HIDALGO
%EXTENSION SERVICES
410 N 13TH AVE
EDINBURG TX 78541-3582

TELEPHONE NUMBER: 210 383 1026

## AT&T All in One Service

For Customer Care: 1 877 325-0445

### Regulatory News

Attention Valued AT&T Business Customers:

Effective July 1, 2013, the following rate increases apply, selected International Direct Dialed and International Direct Dialed Mobile Termination Rates for AT&T's All In One Long Distance Plans will increase. This increase impacts All In One Long Distance Plan D and All In One Plan E. The International Monthly Recurring Charge (MRC) will also increase from $4.95 to $7.95.

The Monthly Minimum Usage Charge (MMUC) for selected AT&T Long Distance Plans will increase from $20.95 to $25.00. The affected Plans are CustomNet (Basic), CustomNet - Simply Better and Flex Pricing, SBA+ (a/k/a Pro WATS/Plan Q), Model T (a/k/a Option S/Option VI) and Commercial Long Distance.

The Interstate Direct Dialed per minute of usage rates for AT&T's All In One Long Distance Plans will increase. In addition the Monthly Recurring & Monthly Minimum Usage Charges will increase. This increase impacts All In One Long Distance Plans A, B, C, D, F, G, H, J, K (MultiSaver), L (Preferred Option Plan), M (Advantage Plan), Advantage International and Q (Q Term Plus Plan).

Starting on June 1, 2013, the new rates, stated above, can be viewed by visiting the AT&T Business Service Guide at http://www.att.com/servicepublications. Select the Price Change Information option to view the new rates. If you have any questions, please call the AT&T Customer Care Center at the toll-free billing inquiries number listed on your invoice or contact your AT&T Sales Representative. (B560)

**********

Attention Customers:

If you do not pay your bill by the date it is due, AT&T may assess a late payment charge. The rate shall be 1.5% per month (18% annually) unless an applicable law or regulation specifies a lower rate to be charged, and then that lower rate shall apply. Alternatively, a minimum late payment charge of $5.00 may be assessed if permitted by applicable law or regulation. In Maine, the monthly rate for 2013 is 0.82%. (B496)

**********

Attention Customers with Service in All States, Except AK, IN NY, PA, TX, and VA:

AT&T intrastate, interstate, and international services are provided by AT&T Corp. To view service publications, go to www.att.com/servicepublications and click on Service Guides and/or Tariffs. (B468)

**********

Attention Customers with Service in All States, Except AK, IN, NY, PA, TX, TN and VA:

AT&T intrastate, interstate, and international services are provided by AT&T Corp. To view service publications, go to http://www.att.com/servicepublications and click on Service Guides and/or Tariffs.

(B429)

**********

DO NOT CALL
If your business makes outbound telephone solicitations, you must comply with federal do-not-call laws and regulations (47 C.F.R. 64.1200 and 16 C.F.R. 310) and any applicable state laws.

See next page for more news!

| Account Number | Bill Date | Payment Due Date |
|---|---|---|
| 019 174 8219 001 | JUN 19, 2013 | JUL 14, 2013 |

at&t

COUNTY OF HIDALGO
%EXTENSION SERVICES
410 N 13TH AVE
EDINBURG TX 78541-3582

TELEPHONE NUMBER: 210 383 1026

## AT&T All in One Service

For Customer Care: 1 877 325-0445

### Account Status

Your account is past due. If you have sent your payment, please disregard this notice.

### Regulatory News

Attention Customers in Maine, North Carolina, Nevada, Utah and California:

If you do not pay your bill by the due date, and the outstanding balance is $25 or more, AT&T may assess a charge of $5.00 or assess an interest charge of up to 1.5% of the outstanding balance, as permitted by law. In Maine and North Carolina the maximum interest is 1%. In Utah and Nevada the maximum interest is 1.5%.

**********

NOTICE OF DISCONTINUANCE

Pending state and regulatory approval where applicable, on or after October 5th, 2013, AT&T will no longer offer the following Operator Services throughout the United States, the District of Columbia, Puerto Rico, the U.S. Virgin Islands and all international locations: Bill to a Third Number, Busy Line Verify / Interrupt, International Directory Assistance, and Person-to-Person calling. For more information, please visit us online at att.com or call the toll free number on your bill.

The FCC will normally authorize this proposed discontinuance of service (or reduction or impairment) unless it is shown that customers would be unable to receive service or a reasonable substitute from another carrier or that the public convenience and necessity is otherwise adversely affected. If you wish to object, you should file your comments as soon as possible, but no later than 15 days after the Commission releases public notice of the proposed discontinuance. Address them to the Federal Communications Commission, Wireline Competition Bureau, Competition Policy Division, Washington, DC 20554, and include in your comments a reference to Section 63.71 Application of AT&T Corp. and AT&T Alaska. Comments should include specific information about the impact of this proposed discontinuance (or reduction or impairment) upon you or your company, including any inability to acquire reasonable substitute service. Thank you for your business, AT&T, 60 West Ave., Wayne, PA 19087. (B571)

See next page for more news!

**AI-39330** **Planning Department 22. A.**

**CC REGULAR**

**Meeting Date:** 07/09/2013

**Submitted For:** Raul E. Sesin, P.E. **Submitted By:** Nora Cavazos, PLANNING DEPT.

**Department:** PLANNING DEPT.

## Information

### CAPTION

1. Preliminary Approval
a. Eduardo's No. 12 Subdivision – Pct. 3 (Diana Izaguirrez)
b. Concho Heights Subdivision – Pct. 4 (Kyndel Bennett)
c. San Joaquin Subdivision – Pct. 1 (Herb Scurlock)
d. Villa Rama Phase 6 Subdivision – Pct. 3 (Rick Martin)
e. Loma Verde No. 3 Subdivision – Pct. 4 (Kyle Ruppert)
f. San Pablo Subdivision – Pct. 4 (Tillmin Welch)

2. Final Approval
a. Salida Del Sol Estates Phase 6 Subdivision – Pct. 3 (Mario Flores)
b. Buenos Aires Subdivision – Pct. 1 (Noe Salazar)

3. Final Approval with Financial Guarantee
a. Le Vendicion Ranch Subdivision – Pct. 4 (Michael Baldwin)

### BACKGROUND

## Attachments

Eduardo's No. 12 - Preliminary
Concho Heights - Preliminary
San Joaquin - Preliminary
Villa Rama Phase 6 - Preliminary
Loma Verde No. 3 - Preliminary
San Pablo - Preliminary
Salida del Sol Estates Phase 6 - Final
Buenos Aires - Final
Le Vendicion Ranch - Final

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/19/2013 03:24 PM |
| Manuel Chapa | Manuel Chapa | 06/20/2013 01:46 PM |
| Purchasing Department | Monica Badillo | 07/02/2013 05:15 PM |

Form Started By: Nora Cavazos Started On: 06/19/2013 11:43 AM

Final Approval Date: 07/02/2013

Raul E. Sesin, P.E., CFM
Planning Administrator

# HIDALGO COUNTY
# PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

## HIDALGO COUNTY COMMISSIONERS COURT MEETING

**DATE:** 07-02-2013

PROPOSED **EDUARDO'S No.12** SUBDIVISION, PRECINCT No. **3** .

ENGINEER FIRM: **IZAGUIRRE ENGINEERING GROUP** DEVELOPER: **DIANA LAURA IZAGUIRRE**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **38** ☒ *SINGLE FAMILY ___ ☐ *MULTI-FAMILY ___ ☐ COMMERCIAL ___ ☐ INSTITUTIONAL

LOCATION DESCRIPTION: **APPROXIMATELY ¾ MILE NORTH OF 3 MILE LINE, ON THE EAST SIDE OF BENTSEN PALM**

SUBDIVISION LIES WITHIN THE: ☒ *ETJ of* **MISSION** *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **05/17/13** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA. FLOOD ZONE **"A"**
**HAS BEEN REVISED VIA LOMR-F CASE #13-06-2310A TO FLOOD ZONE "X" (UN SHADED) ELEV:182.80**

DRAINAGE DESIGN: **Storm drainage pipe system discharging to a proposed regional detention area located on the east side of the subdivision. From this regional detention area a proposed 8" PVC overflow bleeder line will be installed to connect to an existing drainage pond located on the Southwest corner of La Homa Meadows Phase 2. Also a proposed 18" overflow relief pipeline will be installed along the north side of Mile 4 North Rd from La Homa Meadows Phase 2 drainage pond going east connecting to a curb inlet along the west side of La Homa Road.**

DISTANCE TO A DRAIN DITCH: **Approximately half a mile north of subdivision**

ROAD R.O.W. DEDICATION: **17.50 feet East of Bentsen Palm Drive**

H.C.R.O.W. PRELIMINARYAPPROVAL DATE: **01-10-13** By, **Victor Gallardo** R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **04-05-2013** By, **Elizardo Ramos, Environmental Health Division Manager**

SEWER SYSTEM: ☒ SANITARY SEWER BY: **City of Mission** LINE SIZE: **8"** LOCATION: **Along the east side of Bentsen Palm Drive.**

WATER SERVICE PROVIDER: **S.W.S.C** LINE SIZE: **8"** LOCATION: **East side of Bentsen Palm Drive.**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **03/12/13**: By **Martin Ramirez, Environmental Compliance Coordinator**

☒ **LARGE CONSTRUCTION**
*The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.*

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY ADVISORY BOARD ON: ***JUNE 18, 2013.***

STAFF RECOMMENDS:

☒ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **Mission .**

☐ **Final Approval** *subject to recommendations 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.*

# SUBDIVISION PLAT OF
# EDUARDOS SUBDIVISION No. 12

A 15.0 ACRE TRACT OF LAND BEING ALL OF LOTS 179 AND THE SOUTH 5.0 ACRES OUT OF LOT 181, BENTSEN GROVES SUBDIVISION, HIDALGO COUNTY TEXAS, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN VOLUME 7, PAGE 13, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2270285, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

## METES AND BOUNDS

BEING A 15.0 GROSS ACRE TRACT OF LAND, MORE OR LESS, CONSISTING OF ALL OF LOTS 179 AND THE SOUTH 5.0 ACRES OF LOT 181, BENTSEN GROVES SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 7, PAGE 13, MAP RECORDS OF HIDALGO COUNTY, TEXAS; SAID 15.0 ACRE TRACT OF LAND IS MORE PARTICUARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A COTTON PICKER SPINDLE FOUND ON THE SOUTHWEST CORNER OF SAID LOT 179 LOCATED WITHIN THE RIGHT-OF-WAY OF BENTSEN PALM BOULEVARD FOR THE SOUTHEAST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

(1) THENCE, NORTH 08 DEGREES 50 MINUTES EAST, WITH THE EAST LINE OF SAID LOTS 179 AND 181, AT A DISTANCE OF 352.0 FEET PASSING THE SOUTHEAST CORNER OF SAID LOT 181 AND AT A DISTANCE OF 450.0 FEET IN ALL TO A NAIL FOUND FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

(2) THENCE, SOUTH 81 DEGREES 10 MINUTES EAST, PARALLEL TO AND 149.61 NORTH OF SOUTH LINE OF SAID LOT 181, AT A DISTANCE OF 32.5 FEET PASS A 1/2 INCH DIAMETER IRON PIPE FOUND ON THE EAST RIGHT-OF-WAY LINE OF SAID BENTSEN PALM DRIVE AND AT A DISTANCE OF 1,455.80 FEET IN ALL TO A ½ INCH DIAMETER IRON ROD FOUND ON THE EAST LINE OF SAID LOT 181 FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

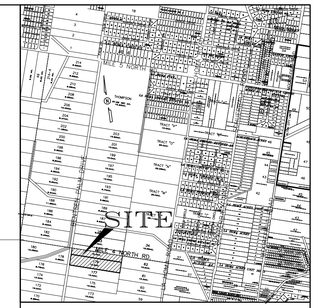
(3) THENCE, SOUTH 08 DEGREES 50 MINUTES WEST, WITH THE WEST LINE OF SAID LOTS 181 AND 179, AT A DISTANCE OF 149.61 FEET PASS THE COMMON EAST CORNER OF SAID LOTS 181 AND 179 AND AT 450.0 FEET IN ALL TO A ½ INCH DIAMETER IRON ROD FOUND ON THE SOUTHEAST CORNER THIS HEREIN DESCRIBED TRACT;

(4) THENCE, NORTH 81 DEGREES 10 MINUTES WEST, WITH THE SOUTH LINE OF SAID LOT 179, AT A DISTANCE OF 1,423.3 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE EAST RIGHT-OF-WAY LINE OF SAID BENTSEN PALM DRIVE, AT A DISTANCE OF 1,455.8 FEET IN ALL TO THE POINT OF BEGINNING, CONTAINING 15.0 GROSS ACRES OF LAND MORE OR LESS.

| LOT No. | AREA (S.F.) | AREA (AC) |
|---|---|---|
| 1 & 38 | 20,177.52 | 0.4632 |
| 2–6 | 14,000.00 | 0.3213 |
| 7–8 | 13,232.00 | 0.3037 |
| 9–15 | 14,000.00 | 0.3213 |
| 16 & 23 | 14,001.35 | 0.3214 |
| 17 & 22 | 14,015.38 | 0.3217 |
| 18 & 21 | 14,040.89 | 0.3223 |
| 19 & 20 | 14,005.41 | 0.3215 |
| 24–30 | 14,000.00 | 0.3213 |
| 31 & 32 | 13,232.00 | 0.3037 |
| 33–37 | 14,000.00 | 0.3213 |

| LINE DATA TABLE | | |
|---|---|---|
| DATA | BEARING | LENGTH |
| L1 | N 45°00'00" W | 35.36' |
| L2 | N 45°00'00" E | 35.36' |

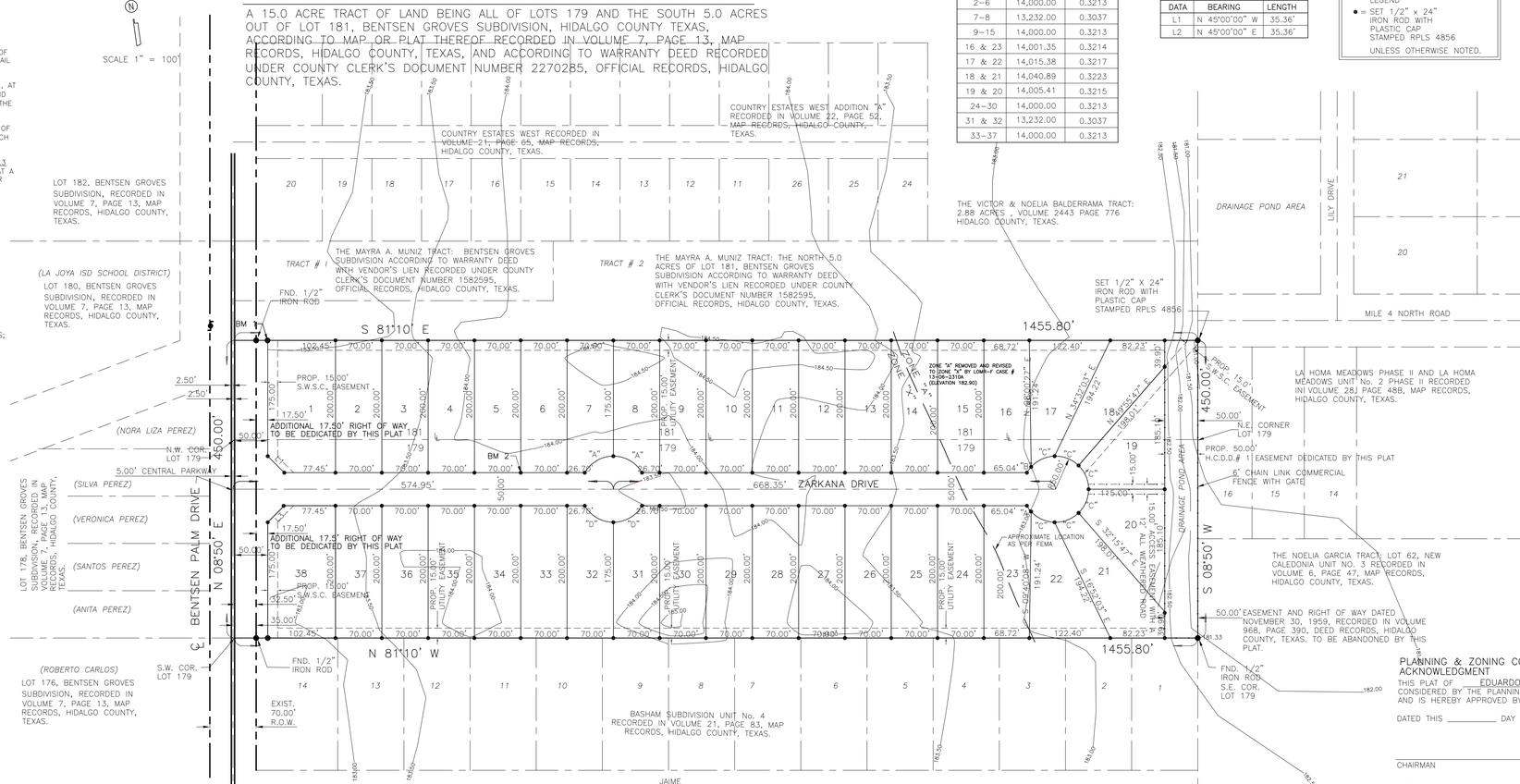
LEGEND
● = SET 1/2" x 24" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 UNLESS OTHERWISE NOTED.




LOCATION MAP
SCALE= 1":2000'

| CURVE | DELTA | RADIUS | LENGTH |
|---|---|---|---|
| "A" | 51°10'29" | 50.00' | 52.37' |
| "B" | 51°11'04" | 50.00' | 10.91' |
| "C" | 38°40'58" | 50.00' | 40.01' |
| "D" | 68°49'31" | 50.00' | 52.35' |

SCALE 1" = 100'




## LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

EDUARDO'S SUBDIVISION No.12 IS LOCATED IN WEST HIDALGO COUNTY, APPROXIMATELY 3,050.0 FEET NORTH OF MILE 3 NORTH ROAD (FM 2221) AND ON THE EAST SIDE OF BENTSEN PALM DRIVE. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF MISSION ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF MISSION (POPULATION 77,058), EDUARDO'S SUBDIVISION No.12 LIES APPROXIMATELY 1.15 MILES FROM THE CITY LIMITS AND IT IS WITHIN THE CITY OF MISSION'S FIVE-MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001 AND LIES IN PCT. NO. 3.

## STATE OF TEXAS
## COUNTY OF HIDALGO
## OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, DIANA LAURA IZAGUIRRE, OWNER OF THE 15.00 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED EDUARDO'S SUBDIVISION No.12, 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.

DIANA LAURA IZAGUIRRE — DATE
LAS DIANAS LAND DEVELOPMENT, LLC.
7413 N. LA HOMA
MISSION, TEXAS 78574

## STATE OF TEXAS
## COUNTY OF HIDALGO

**BEFORE ME,** the undersigned notary public, on this day personally appeared DIANA LAURA IZAGUIRRE proved to me through her Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, de-clared that the statements therein are true and correct and acknowledged that she executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this _____ day of _____, 2013.

DAISY BONILLA
MY COMMISSION EXPIRES
August 02, 2013

NOTARY PUBLIC– STATE OF TEXAS

THIS PLAT IS HEREBY APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 6 SUBJECT TO THE CONDITION THAT IF IRRIGATION FROM SAID DISTRICT IS DESIRED TO THE INDIVIDUAL LOTS IN SAID SUBDIVISION, PROVISION SALL BE MADE FOR APPROPRIATE EASEMENTS FOR THE INSTALATION OF NECESSARY IRRIGATION DELIVERY FACILITIES, AS REQUIRED BY THE DISTRICT'S SUBDIVISION POLICIES, TO SUCH LOTS FROM THE CLOSEST DISTRICT DELIVERY POINT AND BY VIRTUE OF THESE REQUIRE-MENTS IT SHALL BE THE RESPONSIBLITY OF THE OWNERS OF THE PROPERTY TO INSTALL AND MAINTAIN SUCH FACILITIES.

DATED THIS THE_____ DAY OF _____ , 2013.

ATTEST: _____ DIRECTOR _____ DIRECTOR

## HIDALGO COUNTY
## CERTIFICATE OF PLAT APPROVAL
## UNDER LOCAL GOVERNMENT CODE § 232.028(a)

**WE THE UNDERSIGNED CERTIFY** that this plat of the EDUARDO'S SUBDIVISION No. 12 was reviewed and approved by the Hidalgo County Commissioners Court on _____ , _____.

_____ _____
Hidalgo County Judge — date

ATTEST: _____ _____
Hidalgo County Clerk — date

## HIDALGO COUNTY DRAINAGE DISTRICT No. 1

NOTE:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY:_____

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
## CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF EDUARDO'S SUBDIVISION No.12 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____.

_____ _____
ENVIRONMENTAL HEALTH DIVISION MANAGER — DATE

## STATE OF TEXAS
## COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

STATE OF TEXAS
GILBERTO A. GRACIA
62477
REGISTERED PROFESSIONAL ENGINEER
NATIONAL ENGINEERING SOCIETY

GILBERTO A. GRACIA
REGISTERED PROFESSIONAL ENGINEER No. 62477
IZAGUIRRE ENGINEERING GROUP, LLC.
7413 N. LA HOMA
MISSION, TEXAS 78574

## STATE OF TEXAS
## COUNTY OF HIDALGO

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF THE EDUARDO'S SUBDIVISION No.12, WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON _____

STATE OF TEXAS
ALFONSO QUINTANILLA
4856
REGISTERED
PROFESSIONAL LAND SURVEYOR

ALFONSO QUINTANILLA — DATE
R.P.L.S. No. 4856

## PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE DESIGNATION: ZONE "X" AREAS DETERMINED TO BE OUTSIDE 500–YEAR FLOOD–PLAIN, & FLOOD ZONE "A" COMMUNITY–PANEL NUMBER 480334 0290 D, EFFECTIVE DATE: JUNE 6, 2000. THE PORTION THAT LIES WITHIN FLOOD ZONE "A" AS BEEN FILLED TO AN ELEVATION OF 182.90 AND REDESIGNATED AS FLOOD ZONE "X", AS PER FEMA LETTER/CASE 13–06–2310A (LOMR–F)

2.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCES: NO MORE THAN ONE–SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. (ANY OTHER NON–RESIDENTIAL USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT. NO COMMERCIAL USE SHALL BE ALLOWED ON ALL INTERNAL LOTS 2 – 37.

3.– MINIMUM FINISH FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION SHALL BE 182.90. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

4.– LEGEND ●– DENOTES 1/2" IRON ROD SET UNLESS OTHERWISE NOTED.

5.– THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.

6.– MINIMUM BUILDING SETBACK LINES:
FRONT .....25.00'
FRONT GARAGE.....18.00'
REAR.....15.00'
SIDE.....6.00'
SIDE CORNER.....20.00'
OR TO EASEMENT LINE WHICHEVER IS GREATER ON ALL CASES
LOT 1 & 38 FOR COMMERCIAL ONLY.....50.00'

7.– DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 34,949 CUBIC FEET (0.8023 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.4.

8.– NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

9.– BENCHMARK NOTE: THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS. B.M. 1 ELEV. 183.93 AT A IRON ROD LOCATED ON THE NORTHWEST CORNER OF THIS DEVELOPMENT N.A.V.D. 88 DATUM.
B.M. 2 ELEV. 184.30 ON A CONCRETE DISK LOCATED AT THE SOUTHWEST CORNER OF LOT 6 OF EDUARDS SUBDIVISION No.12. N.A.V.D. 88 DATUM.

10.– EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

11.– EACH LOT HAS A 15' WIDE PUBLIC UTILITY EASEMENT RUNNING ALONG THE REAR OF THE LOT. THE REAR OF THE LOT IS DEFINED AS THAT PORTION FARTHEST FROM STREET.

12.– ALL IRRIGATION EASEMENTS ARE EXCLUSIVE TO H.C.I.D. NO. 6 DISTRICT, AND NO OTHER UTILITIES OR USE IS ALLOWED WITHOUT EXPRESS APPROVAL BY THE DISTRICT.

13.– NO UTILITY COMPANY OR OTHER PERSON IS ALLOWED TO CROSS ABOVE OR BELOW GROUND ANY DISTRICT EASEMENT OR RIGHT OF WAY WITH LINES, POLES, OPEN DITCHES OR OTHER USE WITHOUT FIRST OBTAINING A CROSSING PERMIT FROM THE DISTRICT. (H.C.I.D. NO. 6 DISTRICT)

14.– NO PERMANENT STRUCTURES, (EXAMPLE, FENCES OF ANY CONSTRUCTION WILL BE ALLOWED TO BE CONSTRUCTED OR EXIST ON ANY DISTRICT EASEMENT OR RIGHT OF WAY WITHOUT WRITTEN APPROVAL BY THE DISTRICT. ANY UNAUTHORIZED STRUCTURE IN THE EASEMENT AREA IS SUBJECT TO REMOVAL.

15.– LOTS 1 & 38 SHALL NOT HAVE ACCESS/DRIVEWAY ONTO BENTSEN PALM DRIVE. FOR COMERCIAL USE ONLY. IF THE AFOREMENTIONED LOTS ARE UTILIZED FOR COMMERCIAL USE, THEN THE LOT OWNER WILL BE REQUIRED TO INSTALL A BUFFER ABUTTING THE RESIDENTIAL LOT. LOCATION OF ACCESS/DRIVEWAY SHALL BE SHOWN ON THE SITE PLAN AS PER NOTE 18 AND IS SUBJECT TO APPROVAL FROM THE HIDALGO COUNTY PLANNING DEPARTMENT.
DRIVEWAY ENTRANCE FROM ZARKANA DRIVE SHALL BE 50.00 FEET FROM CORNER CLIP OF COMMERCIAL LOTS.

16.– AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO RESIDENTIAL HOMES PRIOR TO RECEIVING A FINAL CLEARANCE FOR WATER METER. A SEWER TAP INSPECTION SHALL BE PROVIDED FROM THE ENTITY SERVICE PROVIDER PRIOR TO RECEIVING A CLEARANCE FOR WATER METER(S).

17.– DIANA L. IZAGUIRRE, THE OWNER & SUBDIVIDER OF EDUARDO'S SUBDIVISION No.12, 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.

18.– AN OFF–STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL, 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.

19. THE RESIDENTIAL LOTS SHOULD REFLECT SERVICE BY A 3/4" METER.

20. 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.

21. MAINTENANCE NOTE FOR REGIONAL DRAINAGE POND AREA

## PLANNING & ZONING COMMISSION ACKNOWLEDGMENT

THIS PLAT OF EDUARDO'S SUBDIVISION No. 12 HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MISSION, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____ DAY OF _____, 20___.

_____
CHAIRMAN

## CITY OF MISSION
## CERTIFICATE OF APPROVAL

UNDER LOCAL GOVERNMENT CODE 212.0115(B) WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF EDUARDO'S SUBDIVISION No. 12 WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION.

_____ _____
MAYOR OF CITY OF MISSION — DATE

ATTEST: _____ _____
CITY SECRETARY — DATE

## HIDALGO COUNTY
## CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF EDUARDO'S SUBDIVISION No.12 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____, _____

_____ _____
HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

## INDEX OF SHEETS


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; OWNERS DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINT THE PROJECT IS SITUATED; H.C.D.D. CERTIFICATION; IRRIGATION DISTRICT CERTIFICATE OF APPROVAL; RIGHT OF WAY CERTIFICATION, HCHD CERTIFICATION; REVISION NOTES.

SHEET 2.– WATER & SANITARY SEWER COLLECTION YSTEM DISTRIBUTION MAP, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); TYPICAL WATER SERVICE CONNECTION; SUBDIVIDER CERTIFICATE AND STATEMENT & SANITARY SEWER COLLECTION SYSTEM DISTRIBUTION

SHEET 3.– DETAIL SHEET

SHEET 4.– PAVING DISTRIBUTION AND DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION; REVISION NOTES; TYPICAL ROADWAY SECTION; CURB AND GUTTER SECTION; VALLEY GUTTER SECTION.

SHEET 5.– SANITARY SEWER PNP SHEET

SHEET 6.– DRAINAGE PNP SHEET


| SHEET NO. 1 OF 6 SHEETS | FILENAME : K:\PROJECT\SUBDIVISIONS\EDUARDO'S No.12\PLAT | | | |
|---|---|---|---|---|
| | DATE PREPARED | PREPARED BY | CHECKED BY | APPROVED BY |
| | DEC 23, 2012 | M.S. | G.A.G. | G.A.G. |
| | DATE REVISED | REVISED BY | CHECKED BY | APPROVED BY |
| | MAY 13, 2013 | D. L. I. | G.A.G. | G.A.G. |

| NO. | SHEET | REVISION | DATE | APPROVED |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

PRINCIPAL CONTACTS:

| | Name | Address | City & Zip | Phone | Fax |
|---|---|---|---|---|---|
| OWNER: | DIANA LAURA IZAGUIRRE | 7413 N. LA HOMA RD | MISSION, TEXAS 78574 | (956)240–3246 | (956)585–0190 |
| ENGINEER: | GILBERTO A. GRACIA | 7413 N. LA HOMA | MISSION, TEXAS 78574 | (956)584–0554 | (956)584–0190 |
| SURVEYOR: | ALFONSO QUINTANILLA | 124 E. STUBBS | EDINBURG, TEXAS 78539 | (956)381–6480 | (956)381–0527 |


IZAGUIRRE ENGINEERING GROUP, LLC.
7413 N. LA HOMA
MISSION TX, 78574
CONSULTING ENGINEERS
F–10214
TEL. (956) 584–0554
FAX. (956) 584–0554

# EDUARDOS SUBDIVISION No. 12

A 15.0 ACRE TRACT OF LAND BEING ALL OF LOTS 179 AND THE SOUTH 5.0 ACRES OUT OF LOT 181, BENTSEN GROVES SUBDIVISION, HIDALGO COUNTY TEXAS, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN VOLUME 7, PAGE 13, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2270285, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

# MAP OF TOPOGRAPHY AND DRAINAGE:

FEBRUARY 25, 2013.
DRAINAGE REPORT: BY GILBERTO A. GRACIA.
EDUARDO'S SUBDIVISION No. 12 HIDALGO COUNTY, TEXAS

## I. PROJECT LOCATION

EDUARDO'S SUBDIVISION NO. 12 IS A 38 LOT SUBDIVISION THAT IS COMPRISED OF 36 SINGLE FAMILY RESIDENTIAL & 2 COMMERCIAL LOT SUBDIVISION, BEING A 15.00 ACRE TRACT OF LAND BEING ALL OF LOTS 179 AND THE SOUTH 5 ACRES OUT OF LOT 181, BENTSEN GROVES SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN VOLUME 7, PAGE 13, MAP RECORDS, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED ON THE EAST SIDE OF BENTSEN ROAD AND APPROXIMATELY 5,275.00 L.F. SOUTH FROM MILE 5 NORTH ROAD.
(REFER TO EXHIBIT A, PROJECT LOCATION MAP).

## II. FLOOD PLAIN

THE SUBJECT TRACT LIES IN "ZONE X", AREAS-DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN & FLOOD ZONE "A", IN ACCORDANCE WITH F.E.M.A.-F.I.R.M. COMMUNITY PANEL NO. 480334 0290 D, MAP REVISED JUNE 6, 2000. THAT PORTION THAT LIES WITHIN FLOOD ZONE "A" HAS BEEN FILLED TO AN ELEVATION OF 182.90 AND REDESIGNATED AS FLOOD ZONE "X", AS PER FEMA LETTER/CASE 13-06-2310A.

## III. SOIL CONDITIONS

A REVIEW OF THE SOIL SURVEY OF HIDALGO COUNTY INDICATES THE SUBJECT TRACT LIES IN AN AREA WHERE THE MAJORITY OF THE SOIL IS FINE SANDY LOAM. THIS SOIL IS WELL DRAINED. SURFACE RUNOFF IS FROM MEDIUM TO SLOW. PERMEABILITY IS MODERATE. PLASTICITY INDEX HAS A RANGE OF NP-9. THIS SOIL IS LISTED IN HYDROLOGIC GROUP B. SEE ATTACHED SOIL SURVEY OF HIDALGO COUNTY, TEXAS TABLES.

## IV. EXISTING CONDITIONS

THE SUBJECT TRACT IS CURRENTLY UNDEVELOPED, VACANT LAND. USGS TOPOGRAPHIC QUADRANT MAPS INDICATE THAT THE EXISTING TERRAIN OF THE GENERAL AREA HAS ASLIGHT SLOPE GRADE (APPROXIMATELY 0-0.5%) TOWARDS THE EAST. EXISTING RUNOFF FROM THE SUBJECT SITE IS BY FORM OF SHEET RUNOFF FLOWING OVERLAND IN A EASTERLY DIRECTION FROM BASIN OVERFLOW TO BASIN OVERFLOW AND WILL ULTIMATELY OUTFALL INTO THE THE WEST MAIN DRAIN DITCH. IN ACCORDANCE WITH THE DRAINAGE POLICIES OF HIDALGO COUNTY, THE RATIONALE METHOD, 25-YEAR FREQUENCY STORM EVENT WAS UTILIZED TO DETERMINE THE EXISTING STORM WATER RUNOFF FOR THIS SITE. THE EXISTING RUNOFF FOR THE PROPOSED SUBDIVISION IS Q= 10.37 CUBIC FEET PER SECOND.REFER TO ATTACHED DRAINAGE CALCULATIONS). STORM WATER RUNOFF IN THIS AREA IS NATURALLY DIRECTED TOWARDS A DEDICATED POND AREA LOCATED AT THE SOUTHWEST CORNER OF LA HOMA MEADOWS PHASE II; MORE PARTICULARLY, MIDWAY BETWEEN LA HOMA RD AND BENTSEN PALM DRIVE ON THE NORTH SIDE OF MILE 4 ROAD.

## V. PROPOSED CONDITIONS

THE 25 YR STORM WATER RETENTION POND WITH A TOTAL VOLUME OF 34.949 CUBIC-FEET (0.8023 ACRE FEET) WILL BE CONSTRUCTED WITHIN THE SUBDIVISION. SAID POND SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF HIDALGO COUNTY REFERENCED TO SUCH PONDS. STORM WATER RUNOFF SHALL BE DIRECTED TOWARDS THE CENTRAL STREET AND SHALL BE INTERCEPTED BY CURB INLETS TO BE LOCATED APPROXIMATELY 600 FEET EAST OF BENTSEN PALM DRIVE, BEING APPROXIMATELY 700 FEET WEST OF SAID POND. AN 18" DRAIN LINE SHALL CONNECT SAID CURB INLETS TO SAID POND AND A 8" "BLEEDER" LINE WILL BE INSTALLED FROM SAID POND APPROXIMATELY 100 FEET TO THE NORTHEAST TO CONNECT TO THE PREVIOUSLY MENTIONED LA HOMA MEADOWS PHASE II DRAINAGE POND AREA. ALSO A PROPOSED 18" OVERFLOW RELIEF PIPELINE WILL BE INSTALLED ALONG THE NORTH SIDE OF MILE 4 ROAD RIGHT-OF-WAY FROM THE PREVIOUSLY MENTIONEDLA HOMA MEADOWS PHASE II DRAINAGE POND AREA EAST TO A TXDOT CURBINLET ON THE WEST SIDE OF SAID LA HOMA RD.

## CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT BY GRAPHICAL PLOTTING THIS SUBDIVISION LIES IN ZONE "X", AREAS-DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN & FLOOD ZONE "A", IN ACCORDANCE WITH F.E.M.A.-F.I.R.M. COMMUNITY PANEL NO. 480334 0290 D, MAP REVISED JUNE 6, 2000. THAT PORTION THAT LIES WITHIN FLOOD ZONE "A" HAS BEEN FILLED TO AN ELEVATION OF 182.90 AND REDESIGNATED AS FLOOD ZONE "X", AS PER FEMA LETTER/CASE 13-06-2310A.

GILBERTO A. GRACIA
REGISTERED PROFESSIONAL ENGINEER No. 62477
IZAGUIRRE ENGINEERING GROUP, LLC.
7413 N. LA HOMA ROAD
MISSION, TEXAS 78574

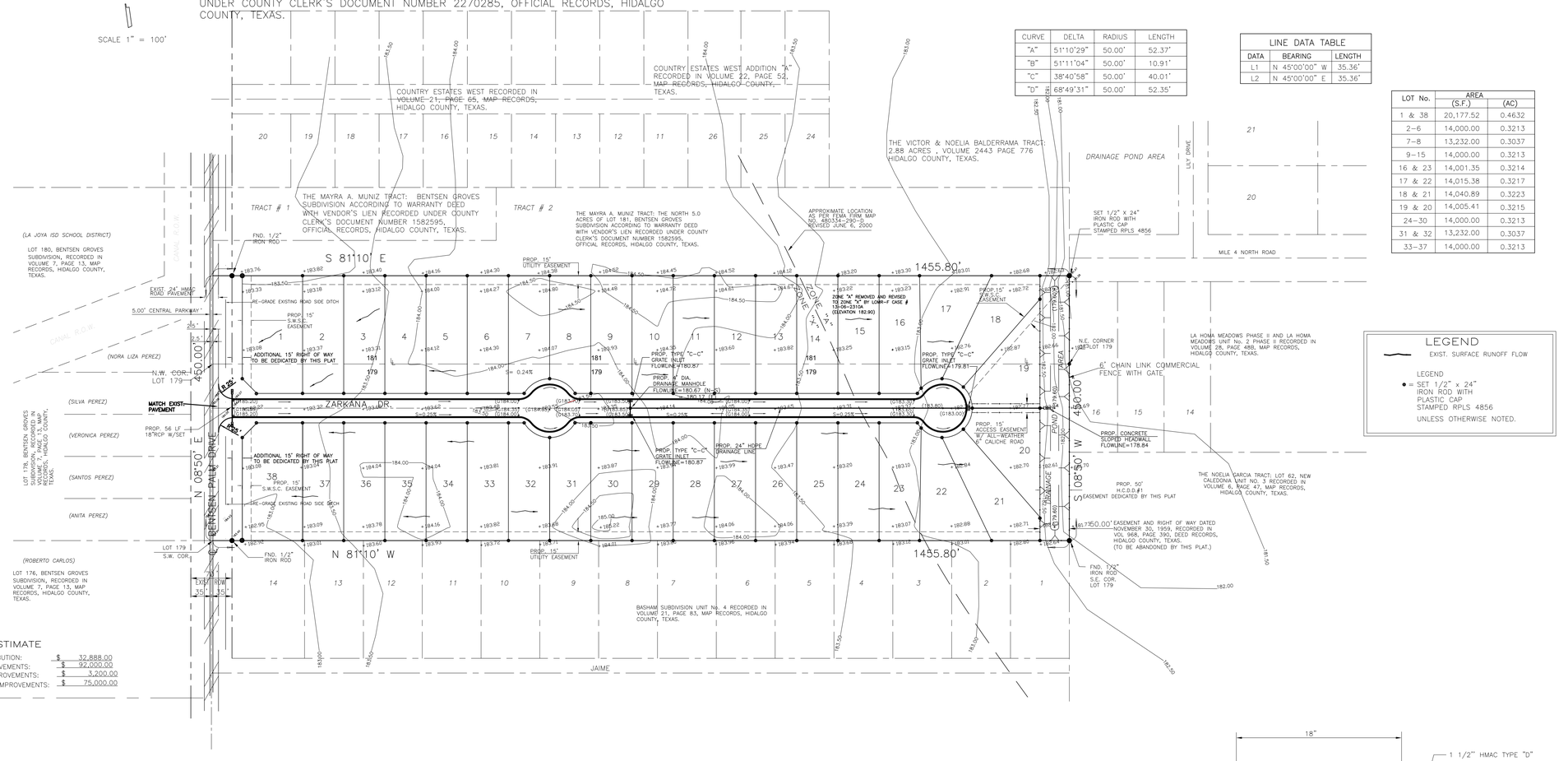
GILBERTO A. GRACIA 62477 REGISTERED PROFESSIONAL ENGINEER

SCALE 1" = 100'

| CURVE | DELTA | RADIUS | LENGTH |
|---|---|---|---|
| "A" | 51°10'29" | 50.00' | 52.37' |
| "B" | 51°11'04" | 50.00' | 10.91' |
| "C" | 38°40'58" | 50.00' | 40.01' |
| "D" | 68°49'31" | 50.00' | 52.35' |

| LINE DATA TABLE | | |
|---|---|---|
| DATA | BEARING | LENGTH |
| L1 | N 45°00'00" W | 35.36' |
| L2 | N 45°00'00" E | 35.36' |

| LOT No. | AREA (S.F.) | AREA (AC) |
|---|---|---|
| 1 & 38 | 20,177.52 | 0.4632 |
| 2-6 | 14,000.00 | 0.3213 |
| 7-8 | 13,232.00 | 0.3037 |
| 9-15 | 14,000.00 | 0.3213 |
| 16 & 23 | 14,001.35 | 0.3214 |
| 17 & 22 | 14,015.38 | 0.3217 |
| 18 & 21 | 14,040.89 | 0.3223 |
| 19 & 20 | 14,005.41 | 0.3215 |
| 24-30 | 14,000.00 | 0.3213 |
| 31 & 32 | 13,232.00 | 0.3037 |
| 33-37 | 14,000.00 | 0.3213 |



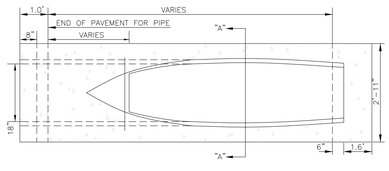

## LEGEND

EXIST. SURFACE RUNOFF FLOW

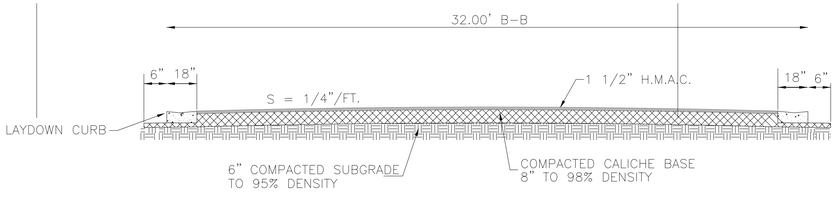
LEGEND
● = SET 1/2" x 24" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856
UNLESS OTHERWISE NOTED.

## COST ESTIMATE

| | |
|---|---|
| WATER DISTRIBUTION: | $ 32,888.00 |
| PAVING IMPROVEMENTS: | $ 92,000.00 |
| DRAINAGE IMPROVEMENTS: | $ 3,200.00 |
| SANITARY SEWER IMPROVEMENTS: | $ 75,000.00 |

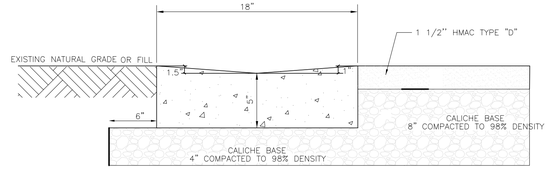



PLAN



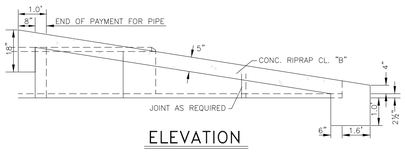

STREET SECTION

NOT TO SCALE

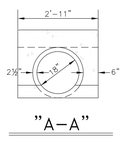



LAYDOWN CURB & GUTTER

N.T.S



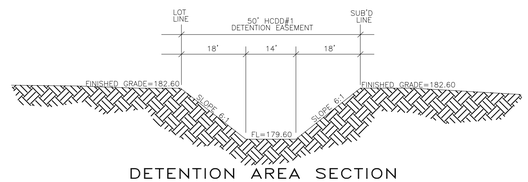

ELEVATION




"A-A"

SAFETY END TREATMENT

NOT TO SCALE




DETENTION AREA SECTION

NOT TO SCALE

PRINCIPAL CONTACTS:

| | Name | Address | City & Zip | Phone | Fax |
|---|---|---|---|---|---|
| OWNER: | DIANA LAURA IZAGUIRRE | 7413 N. LA HOMA RD | MISSION, TEXAS 78574 | (956)240-3246 | (956)585-0190 |
| ENGINEER: | GILBERTO A. GRACIA | 7413 N. LA HOMA | MISSION, TEXAS 78574 | (956)584-0554 | (956)584-0190 |
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| SHEET NO. 4 OF 6 SHEETS | FILENAME : K:\PROJECT\SUBDIVISIONS\EDUARDO'S No.12\PAVING SHEET | | | |
|---|---|---|---|---|
| | DATE PREPARED | PREPARED BY | CHECKED BY | APPROVED BY |
| | DEC 23, 2012. | M.G. | D. L. I. | G.A.G. |
| | DATE REVISED | REVISED BY | CHECKED BY | APPROVED BY |
| | MAY 17 2013 | D. L. I. | G.A.G. | G.A.G. |

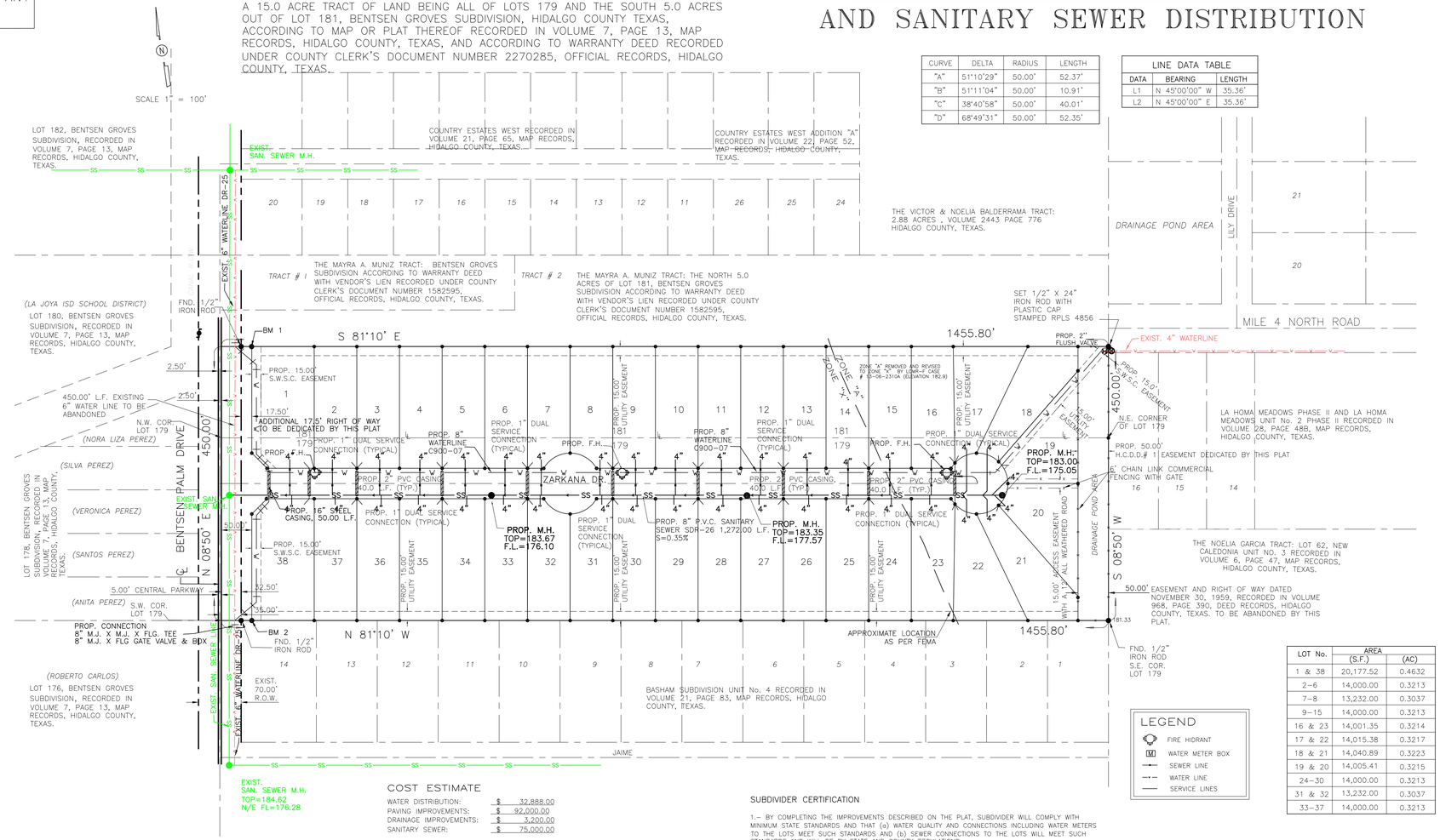
| NO. | SHEET | REVISION | DATE | APPROVED |
|---|---|---|---|---|
| | | | | |
| | | | | |

ALL WATERLINE CONSTRUCTION SHALL REFERENCE SHARYLAND WATER SUPPLY COMPANY CONSTRUCTION STANDARDS. CONTRACTOR SHALL REFERENCE SHARYLAND WATER SUPPLY COMPANY STANDARD DETAILS WHENEVER CONFLICTS ARISE.

# EDUARDOS SUBDIVISION No. 12

A 15.0 ACRE TRACT OF LAND BEING ALL OF LOTS 179 AND THE SOUTH 5.0 ACRES OUT OF LOT 181, BENTSEN GROVES SUBDIVISION, HIDALGO COUNTY TEXAS, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN VOLUME 7, PAGE 13, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2270285, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

# MAP OF WATER DISTRIBUTION AND SANITARY SEWER DISTRIBUTION




| CURVE | DELTA | RADIUS | LENGTH |
|---|---|---|---|
| "A" | 51°10'29" | 50.00' | 52.37' |
| "B" | 51°11'04" | 50.00' | 10.91' |
| "C" | 38°40'58" | 50.00' | 40.01' |
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| 2–6 | 14,000.00 | 0.3213 |
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| 9–15 | 14,000.00 | 0.3213 |
| 16 & 23 | 14,001.35 | 0.3214 |
| 17 & 22 | 14,015.38 | 0.3217 |
| 18 & 21 | 14,040.89 | 0.3223 |
| 19 & 20 | 14,005.41 | 0.3215 |
| 24–30 | 14,000.00 | 0.3213 |
| 31 & 32 | 13,232.00 | 0.3037 |
| 33–37 | 14,000.00 | 0.3213 |

LEGEND
- FIRE HIDRANT
- WATER METER BOX
- SEWER LINE
- WATER LINE
- SERVICE LINES

## COST ESTIMATE

| | |
|---|---|
| WATER DISTRIBUTION: | $ 32,888.00 |
| PAVING IMPROVEMENTS: | $ 92,000.00 |
| DRAINAGE IMPROVEMENTS: | $ 3,200.00 |
| SANITARY SEWER: | $ 75,000.00 |

FINAL ENGINEERING REPORT FOR EDUARDO'S SUBDIVISION No. 12:
BY GILBERTO A. GRACIA

WATER SUPPLY: Description and Costs.

WATER SUPPLY:
EDUARDO' S SUBDIVISION No. 12 WILL BE PROVIDED WITH POTABLE WATER BY THE WATER COMPANY OF SHARYLAND WATER SUPPLY COMPANY S.W.S.C. THE SUBDIVIDER AND COMPANY S.W.S.C. SIGNED A CONTRACT BY WHICH,THE SUBDIVISION WILL RECEIVE SUFFICIENT WATER PROVISION FOR AT LEAST 30 YEARS AND S.W.S.C. HAS PROVIDED SUFFICIENT DOCUMENTATION TO ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

S.W.S.C. HAS AN EXISTING 6" DIAMETER LINE RUNNING WITHING THE BENTSEN PALM DRIVE ROW ON THE EAST SIDE OF BENTSEN PALM DRIVE THAT WILL BE RELOCATED INTO A 15 FOOT EASEMENT DEDICATED BY THIS PLAT.

THE WATER SYSTEM FOR EDUARDO'S No. 12 CONSISTS OF A 8" DIAMETER WATER LINE THAT TAPS INTO THE EXISTING LINE OF 6" DIAMETER THAT RUNS WITHIN BENTSEN PALM DRIVE ROW LOCATED AT THE EAST SIDE OF BENTSEN PALM DRIVE, THE PROPOSED 8" DIAMETER LINE RUNS TOWARDS THE EAST APPROXIMATELY 1,292 FEET ON THE NORTH SIDE OF ZARKANA DRIVE AND THE RUNS NORTHEAST ALONG THE NORTH LOT LINE OF LOT 19 TO A 2" FLUSH WALVE WHERE IT CONNECTS TO A 4" EXISTING LINE THAT RUNS ALONG THE SOUTH SIDE ON MILE 4 RD.

FROM THE 8" DIAMETER WATER LINE, SEVENTEEN (17) DOUBLE SERVICES OF 1" AND FOUR (4) SINGLE SERVICE OF 1" OF DIAMETER ARE COMING OUT OF THIS LINE. SAID SERVICES TERMINATE AT THE WATER METERS OF EACH LOT FOR A TOTAL OF THIRTY EIGHT (38) WATER SERVICES. THE SUBDIVIDER WILL INSTALL THREE (3) FIRE HYDRANTS THAT WILL SERVE AS FILLING STATIONS AT A UNIT COST OF $1,500.00 FOR A TOTAL OF $4,500.00. THE 8" DIAMETER LINE, THE DOUBLE SERVICES LINES, AND THE WATER METER BOXES WILL BE INSTALLED AT A TOTAL COST OF $32,888.00, OR $865.42 PER LOT. IN ADDITION THE SUBDIVIDER WILL PAY S.W.S.C. THE AMOUNT OF $95,000.00 WHICH COVERS THE $2,500.00 COST PER LOT STATED IN THE 30 YR WATER SERVICE AGREEMENT

WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUICITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO S.W.S.C. UPON REQUEST BY THE LOT OWNER, S.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED BY S.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SANITARY SEWER COLLECTION SYSTEM DESCRIPTION AND EXPENSES:
EDUARDO'S SUBDIVISION No. 12 WILL BE TREATED BY THE CITY OF MISSION. THE SUBDIVIDER AND THE CITY OF MISSION HAVE ENTERED INTO A CONTRACT IN WHICH THE CITY OF MISSION HAS PROMISED TO TREATE THE SUFFICENT WASTEWATER FOR AT LEAST 30 YEARS AND THE CITY OF MISSION HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUALITY AND QUALITY OF THE AVAILABLE WASTEWATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

THE CITY OF MISSION HAS AN EXISTING 8" DIAMETER SEWERLINE RUNNING NORTH ALONG THE EAST SIDE OF THE RIGHT OF WAY OF BENTSEN PALM DRIVE.

THE WASTEWATER SYSTEM FOR EDUARDO' S SUBDIVISION No. 12 CONSISTS OF A 10" DIAMETER SEWER LINE THAT TAPS INTO THE EXISTING LINE OF 8" DIAMETER THAT RUNS WITHIN THE BENTSEN PALM DRIVE RIGHT OF WAY. THE PROPOSED 10" DIAMETER LINE RUNS TOWARDS THE EAST APPROXIMATELY 1292 FEET ON THE SOUTH SIDE OF ZARKANA DRIVE ENDING WITH A 48" SANITARY SEWER MANHOLE ON THE NORTHWEST SIDE OF LOT 20. SAID SERVICES TERMINATE AT THE SEWER METERS OF EACH LOT FOR A TOTAL OF THIRTY EIGHT (38) SANITARY SEWER SERVICES.

THE 10" DIAMETER SANITARY SEWER LINE, THIRTY EIGHT (38) SANITARY SEWER 4" SERVICE LINE AND THREE (3) 48" SANITARY SEWER MANHOLES HAVE BEEN INSTALLED AT A TOTAL COST OF $75,000.00 OR $1,973.68 PER LOT. IN ADDITION THE SUBDIVIDER HAS PAID THE CITY OF MISSION THE SUM OF $13,680.00 WHICH COVERS THE COST OF $360.00 PER LOT AS STATED IN THE 30 YEAR WASTE WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF THE SERVICES AND AQUICITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO THE CITY OF MISSION. THE ENTIRE WASTEWATER FACILITIES HAVCE BEEN APPROVED AND ACCEPTED BY THE CITY OF MISSION AND SAID DISTRIBUTION SYSTEM IS OPERABLE ON THE DATE OF THE RECORDING PLAT.

ENGINEER CERTIFICATION:
CERTIFICATION: WITH MY SIGNATURE, I CERTIFY THAT THE SERVICES AND SYSTEMS OF WATER AND SEWAGE DESCRIBED IN THIS DOCUMENT, FULFILL THE MODEL SUBDIVISION RULES ADOPTED IN SECTION 16.343 OF TEXAS WATER CODE. I ALSO CERTIFY THAT THE EXPENSES TO INSTALL THE DRAINAGE AND WATER SYSTEMS ARE THE FOLLOWING: THE LINE OF 8" OF DIAMETER, THE LINES OF DOUBLE SERVICES OF 1" , THE LINES OF SINGLE SERVICES OF 3/4" AND THE WATER METERS BOXES WERE SETTLED TO A TOTAL COST OF $32,888.00 OR $865.42 PER LOT. THE OWNER OF THE SUBDIVISION ADDITIONALLY PAID TO S.W.S.C. THE AMOUNT OF $95,000.00 OR $ 2,500.00 PER LOT ACCORDING TO THE CONTRACT AND THE DOCUMENT OF 30 YEARS OF POTABLE WATER SERVICE, THAT COVERS THE WATER METER WITH WATER, (INCLUDING COSTS OF THE INSTALLATION OF EACH WATER METER, TARIFFS OF CONNECTION AND MEMBERSHIPS).

WATER:
THE WATER SYSTEM IS COMPLETELY CONSTRUCTED, WITH THE INSTALLATION OF THE WATER METERS, THE GRAND TOTAL COST IS US $3,365.47 PER LOT WHICH IS EQUIVALENT TO US $127,888.00 FOR THE WHOLE SUBDIVISION.

SEWAGE:
I ALSO CERTIFY THAT THE SANITARY SEWER COLLECTION SYSTEM COST US $1,973.68 EACH AND A TOTAL COST OF US$ 75,000.00 FOR THE WHOLE SUBDIVISION.

STATE OF TEXAS · GILBERTO A. GRACIA · 62477 · REGISTERED PROFESSIONAL ENGINEER

GILBERTO A. GRACIA–P.E. No. 62477

This seal appearing on this document was authorized by Gilberto A. Gracia, P.E. No. 62477 on the above designated date.

EDUARDO'S SUBDIVISIÓN No. 12.
POR: GILBERTO A. GRACIA

PROVISIÓN DE AGUA: DESCRIPCIÓN, Y GASTOS.

EDUARDO'S SUBDIVISIÓN No. 12 SERÁ PROVISTA DE AGUA POTABLE POR LA COMPAÑÍA DE SHARYLAND WATER SUPPLY COMPANY (S.W.S.C.). EL SUBDIVIDOR Y LA COMPAÑÍA DE AGUA, S.W.S.C FIRMARON UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ PROVISIÓN DE AGUA SUFICIENTE POR LOS PROXIMOS 30 AÑOS Y AGUA SUD PRESENTO SUFICIENTE DOCUMENTACIÓN PARA ESTABLECER A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ABASTECIDA PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.

S.W.S.C TIENE UNA LÍNEA DE 6" DE DIÁMETRO EXISTENTE, CORRIENDO POR EL LADO ESTE DE LA CALLE BENTSEN PALM DRIVE QUE SERA REUBICADA DENTRO DE UN DERECHO DE VIA DE 15.00 PIES DEDICADO POR ESTE PLAT. LA LÍNEA DE AGUA PRINCIPAL DE ESTE DESARROLLO CONSISTE EN LINEAS DE AGUA DE 8" DE DIÁMETRO DE PVC.

EL SISTEMA EXISTENTE DE AGUA PARA EDUARDO'S No. 12 CONSISTE DE UNA LÍNEA DE AGUA DE 8" DE DIÁMETRO QUE CONECTA CON LA LÍNEA EXISTENTE DE 6" DE DIÁMETRO QUE CORRE DENTRO DE UN ROW EN EL LADO ESTE DE BENTSEN PALM DRIVE, LA LÍNEA PROPUESTA DE 8" DE DIÁMETRO CORRE HACIA EL ESTE APROXIMADAMENTE 1292 PIES POR EL LADO NORTE DE LA CALLE ZARKANA DR. Y CORRE DENTRO DE UN ROW DE LA CALLE ZARKANA DRIVE EN EL LADO NORTE.

DE LA LÍNEA DE 8" DE DIÁMETRO SE DESPRENDEN DIESCISIETE (17) SERVICIOS DOBLES DE 1" DE DIÁMETRO Y CUATRO (4) SERVICIOS SENCILLOS DE 1" DE DIAMETRO, QUE VAN HACIA LOS MEDIDORES DE CADA LOTE. PARA UN TOTAL DE TREINTAOCHO (38) SERVICIOS DE AGUA.

LA LÍNEA DE 8" DE DIÁMETRO, LAS LÍNEAS DE SERVICIOS DOBLES DE 1", Y LAS CAJAS DE LOS MEDIDORES SE INSTALARAN A UN COSTO TOTAL DE US $32,888.00 DE LOS CUALES SE CUBRIÓ US $865.42 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN PAGO ADICIONALMENTE A AGUA SUD LA CANTIDAD DE $95,000.00 O $ 2,500.00 POR LOTE DE ACUERDO AL CONTRATO Y DOCUMENTO DE 30 AÑOS DE SERVICIO DE AGUA POTABLE QUE CUBRE EL MEDIDOR DE AGUA, (INCLUYENDO COSTOS DE LA INSTALACIÓN DE CADA MEDIDOR, TARIFAS DE CONEXIÓN Y MEMBRESÍAS). CUANDO EL DUEÑO DEL SOLAR SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑÍA AGUA SUD INSTALARA EL MEDIDOR SIN COSTO ALGUNO AL DUEÑO. 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 SANITARIO: DESCRIPCIÓN Y GASTOS:

LA SUBDIVISION EDUARDOS No. 12 RECIBIRA SU PROVISION DE DRENAJE SANITARIO DE LA CIUDAD DE MISSION. EL DUENO Y LA CIUDAD DE MISSION HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISION RECIBIRA SU PROVISION DE DRENAJE SANITARIO POR LOS PROXIMOS 30 ANOS. LA CIUDAD DE MISSION HA PRESENTADO DOCUMENTACION PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE DRENAJE SANITARIO ACCESSIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUDIVISION.

LA CIUDAD DE MISSION TIENE UN CONDUCTO DE DRENAJE SANITARIO EXISTENTE DE 8" DE DIAMETRO QUE CORRE POR EL LADO ESTE DE LA CALLE BENTSEN PALM DRIVE DENTRO DE EL DERECHO DE PASO DE LA CALLE.

EL SYSTEMA DE PROVISION DE DRENAJE SANITARIO PARA LA SUBDIVISION EDUARDO'S SUBDIVISIÓN No. 12 CONSISTE DE UN CONDUCTO DRENAJE DE 10" DE DIAMETRO QUE SE CONECTA CON EL CONDUCTO DE DRENAJE SANITARIO EXISTENTE DE 8" DE DIAMETRO QUE CORRE POR EL LADO ESTE DE LA CALLE BENTSEN PALM DRIVE DENTRO DE EL DERECHO DE PASO DE LA CALLE LA LINEA PROPUESTA DE 10" DE DIAMETRO CORRE HACIA EL ESTE APROXIMADAMENTE 1,292 PIES EN EL LADO SUR DE LA CALLE ZARKANA DRIVE., TERMINARA CON UNA ALCANTARIA DE 48" DE DIAMETRO LOCALIZADA EN EL LADO NOROESTE DE EL LOTE 20. DICHO SERVICIOS TERMINA EN LOS MEDIDORES DE DRENAJE SANITARIO DE CADA LOTE PARA LLEGAR A UN TOTAL DE TREINTA Y OCHO (38) SERVICIOS DE DRENAJE SANITARIO.

EL CONDUCTO DE DRENAJE SANITARIO DE 10" DE DIAMETRO, LOS TREINTA Y OCHO (38) SERVICIOS DE 4" DE DRENAJE SANITARIO, Y TRES (3) ALCANTARIAS DE 48" DE DIAMETRO HAN SIDO INSTALLADAS HA UN COSTO TOTAL DE $75,000.00 O $1,973.68 POR LOTE. EN ADDITIONAL EL DUENO DE EL DESAROLLO LE A PAGADO A LA CIUDAD DE MISSION LA SUMA DE $13,680.00 QUE CUBRE EL COSTO DE $360.00 POR LOTE COMO ACORDADO EN LA CARTA DE 30 ANOS DE DRENAJE SANITARIO EN LA CUAL LA SUMA REPRESENTA EL COSTO TOTAL DE LOS SERVICIOS Y GASTOS DE ADQUISICION, Y TODAS LAS MEMBRESIAS Y OTROS GASTOS ASSOCIADOS CON LA CONNECCION DE LOTES INDIVIDUALES EN EL DESAROLLO A LA CIUDAD DE MISSION. EL SYSTEMA DE DRENAJE SANITARIO HA SIDO APPROVADA Y ACEPTADA EN SU TOTALIDAD, Y DICHO SYSTEMA ESTA OPERABLE DESDE LA FECHA DE GRABACION DE EL PLAT.

CERTIFICACIÓN:
CON MI FIRMA CERTIFICO QUE: LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE SANITARIO, DESCRITOS EN ESTE DOCUMENTO, CUMPLEN CON LOS MODELOS Y LAS REGLAS DE SUBDIVISIÓN (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 LOS SIGUIENTES:

AGUA: EL SISTEMA DE AGUA SERÁ TOTALMENTE CONSTRUIDO, CON LA INSTALACIÓN DE LOS MEDIDORES DE AGUA A $3,365.47 POR LOTE.
LO CUAL EQUIVALE A EL GRAN COSTO TOTAL DE $127,888.00 PARA LA SUBDIVISIÓN COMPLETA.

DRENAJE SANITARIO: SE AFIRMA QUE EL SYSTEMA DE DRENAJE SANITARIO COSTO US$ 1,973.68 CADA UNA Y UN COSTO TOTAL DE US$ 75,000.00 PARA TODA LA SUBDIVISIÓN.

STATE OF TEXAS · GILBERTO A. GRACIA · 62477 · REGISTERED PROFESSIONAL ENGINEER

GILBERTO A. GRACIA–P.E. No. 62477

This seal appearing on this document was authorized by Gilberto A. Gracia, P.E. No. 62477 on the above designated date.

SUBDIVIDER CERTIFICATION

1.– BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS WILL MEET SUCH STANDARDS AND WILL BE BY STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1.– I (WE), DIANA L. IZAGUIRRE SUBDIVIDERS OF EDUARDO'S SUBDIVISION No. 12 HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAID AND ARE ON FILE WITH THE HCHD AND ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT TO HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

DIANA L. IZAGUIRRE
LAS DIANAS LAND DEVELOPMENT LLC.
7413 N. LA HOMA RD
MISSION, Tx. 78574
(956) 240–3246

STATE OF TEXAS
COUNTY OF HIDALGO
BEFORE ME, the undersigned notary public, on this day personally appeared DIANA L. IZAGUIRRE, 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 _____, 2013.

DAISY BONILLA · MY COMMISSION EXPIRES · August 02, 2013

NOTARY PUBLIC– STATE OF TEXAS

GENERAL CONSTRUCTION NOTES:

1. ALL PROPOSED WATER LINES TO BE C–900
2. CONTRACTOR TO INSTALL 1" SERVICE CONNECTIONS TO EVERY LOT & ALL SERVICES TO BE LOCATED IN FRONT OF LOTS APPROXIMATELY 1.0 FOOT FROM LOT LINE. CONTRACTOR TO UTILIZE SINGLE & DOUBLE SERVICE CONNECTIONS AS NEEDED.
3. CONTRACTOR TO NOTIFY ALL UTILITY COMPANIES FOR VERIFICATION OF CONFLICTS PRIOR TO CONSTRUCTION ON SITE.
4. SEE WATER DETAIL SHEET FOR MORE INFORMATION.
5. ALL LOTS SHALL BE PROVIDED WITH SERVICE STUBOUTS AND SAID SEVICE LOCATIONS SHALL BE MARKED ON THE CURB AND GUTTER WITH A "W" NOT LESS THAN 1 1/2" IN SIZE OR IN A MANNER APPROVED BY THE CITY AND SHALL BE 12" BELOW FINISH GRADE ELEVATION.
6. THE RESIDENTIAL LOTS SHOULD REFLECT SERVICE BY A 3/4" METER.


PRINCIPAL CONTACTS:

| | Name | Address | City & Zip | Phone | Fax |
|---|---|---|---|---|---|
| OWNER: | DIANA LAURA IZAGUIRRE | 7413 N. LA HOMA RD | MISSION, TEXAS 78574 | (956)240–3246 | (956)585–0190 |
| ENGINEER: | GILBERTO A. GRACIA | 7413 N. LA HOMA | MISSION, TEXAS 78574 | (956)584–0554 | (956)584–0190 |
| SURVEYOR: | ALFONSO QUINTANILLA | 124 E. STUBBS | EDINBURG, TEXAS 78539 | (956)381–6480 | (956)381–0527 |

IZAGUIRRE ENGINEERING GROUP, LLC.

7413 N. LA HOMA
MISSION TX, 78574

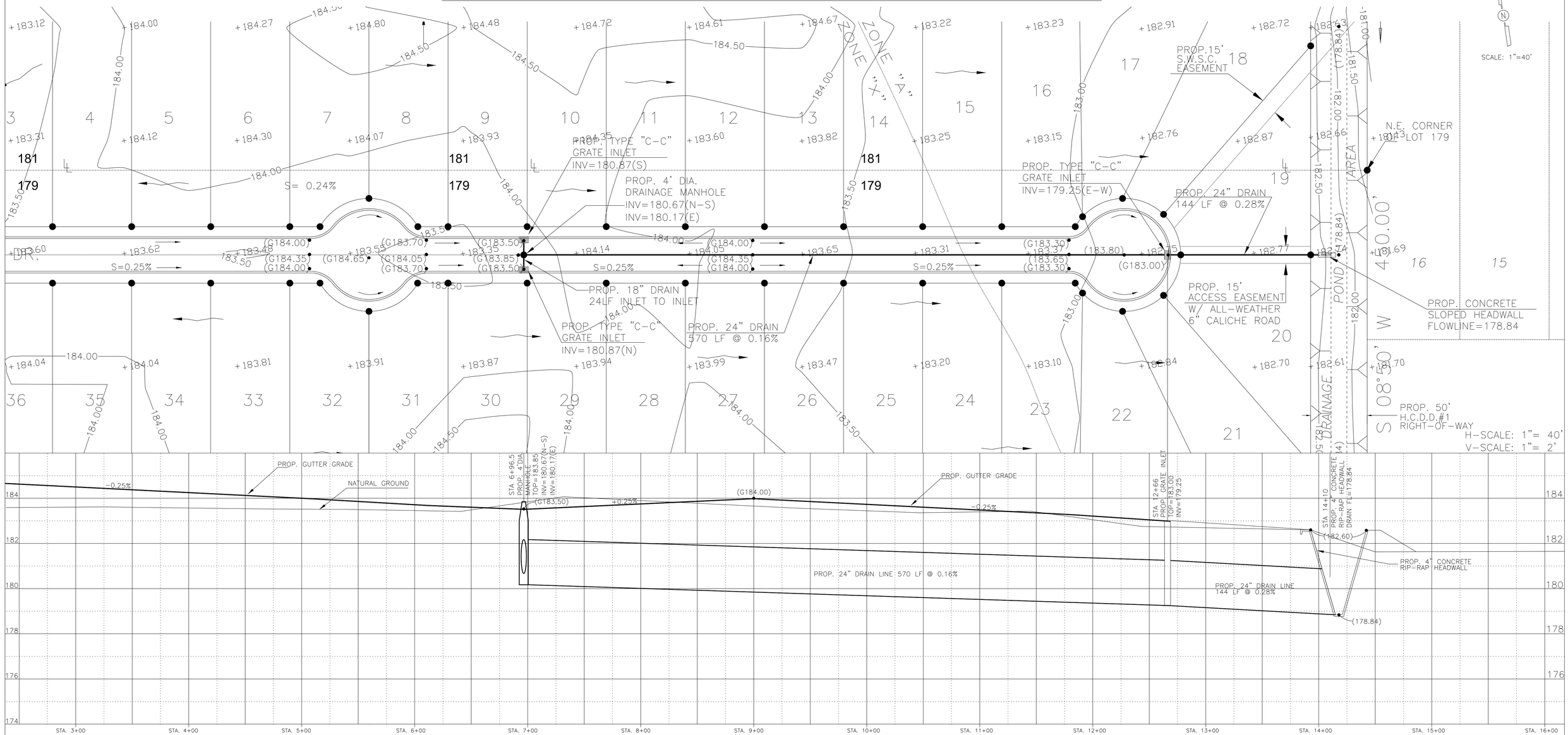
CONSULTING ENGINEERS
F–10214

TEL. (956) 240–3246
FAX. (956) 584–0554


| SHEET NO. 2 OF 6 SHEETS | FILENAME : K:\PROJECT\SUBDIVISIONS\EDUARDO'S No.12\WATER | | | |
|---|---|---|---|---|
| | DATE PREPARED | PREPARED BY | CHECKED BY | APPROVED BY |
| | DEC 23, 2012 | H.G. | D. L. I. | G.A.G. |
| | DATE REVISED | REVISED BY | CHECKED BY | APPROVED BY |
| | MAY 13 2013 | D. L. I. | G.A.G. | G.A.G. |

| NO. | SHEET | REVISION | DATE | APPROVED |
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# DRAINAGE PLAN AND PROFILE




STATE OF TEXAS
GILBERTO A. GRACIA
62477
REGISTERED PROFESSIONAL ENGINEER

| SHEET NO. 6 OF 6 SHEETS | FILENAME : K:\PROJECT\SUBDIVISIONS\EDUARDO'S No.12\PLAT | | | |
|---|---|---|---|---|
| | DATE PREPARED | PREPARED BY | CHECKED BY | APPROVED BY |
| | MARCH 23, 2012 | H.G. | D. L. I. | G.A.G. |
| | DATE REVISED | REVISED BY | CHECKED BY | APPROVED BY |
| | JAN. 14, 2013 | G.A.G. | G.A.G. | G.A.G. |

| REVISION | DATE | APPROVED |
|---|---|---|
| | | |
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PRINCIPAL CONTACTS:

| | Name | Address | City & Zip | Phone | Fax |
|---|---|---|---|---|---|
| OWNER: | DIANA LAURA IZAGUIRRE | 7413 N. LA HOMA RD | MISSION, TEXAS 78574 | (956)240-3246 | (956)585-0190 |
| ENGINEER: | GILBERTO A. GRACIA | 7413 N. LA HOMA | MISSION, TEXAS 78574 | (956)584-0554 | (956)584-0190 |
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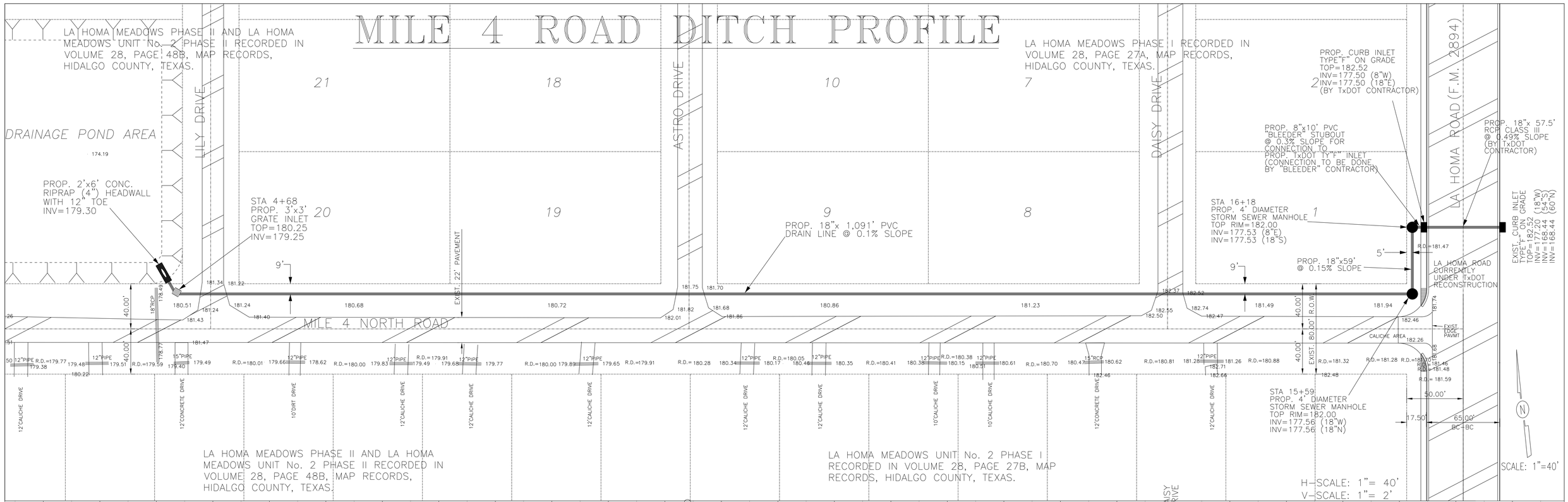

IZAGUIRRE ENGINEERING GROUP, LLC.

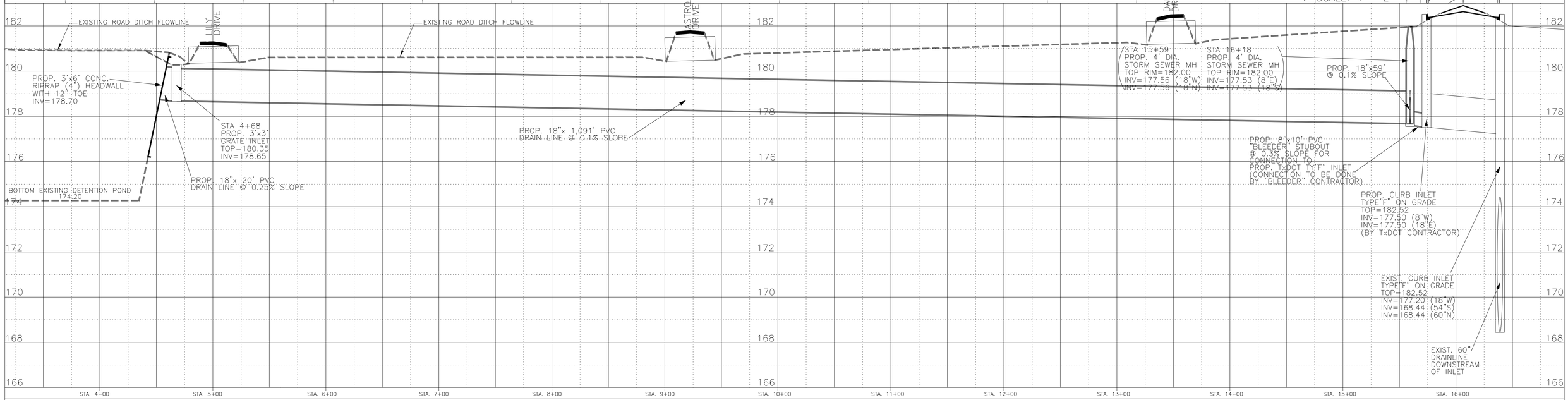
7413 N. LA HOMA
MISSION TX, 78574

CONSULTING ENGINEERS
F-10214

TEL. (956) 240-3246
FAX. (956) 584-0554

# MILE 4 ROAD DITCH PROFILE





PRINCIPAL CONTACTS:

| | Name | Address | City & Zip | Phone | Fax |
|---|---|---|---|---|---|
| OWNER: | DIANA LAURA IZAGUIRRE | 7413 N. LA HOMA RD | MISSION, TEXAS 78574 | (956)240-3246 | (956)585-0190 |
| ENGINEER: | GILBERTO A. GRACIA | 7413 N. LA HOMA | MISSION, TEXAS 78574 | (956)584-0554 | (956)584-0190 |
| SURVEYOR: | ALFONSO QUINTANILLA | 124 E. STUBBS | EDINBURG, TEXAS 78539 | (956)381-6480 | (956)381-0527 |

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7413 N. LA HOMA
MISSION TX, 78574

CONSULTING ENGINEERS
F-10214

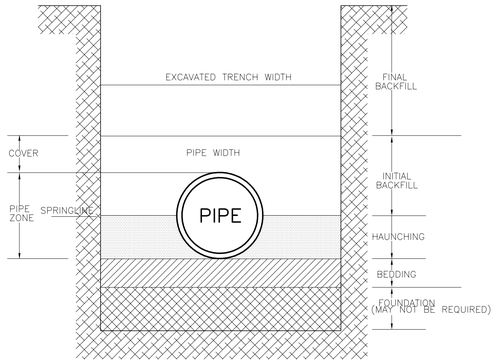
TEL. (956) 240-3246
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STATE OF TEXAS
GILBERTO A. GRACIA
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| | MARCH 23, 2012 | M.G. | D. L. I. | G.A.G. |
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| | JAN. 14, 2013 | G.A.G. | G.A.G. | G.A.G. |

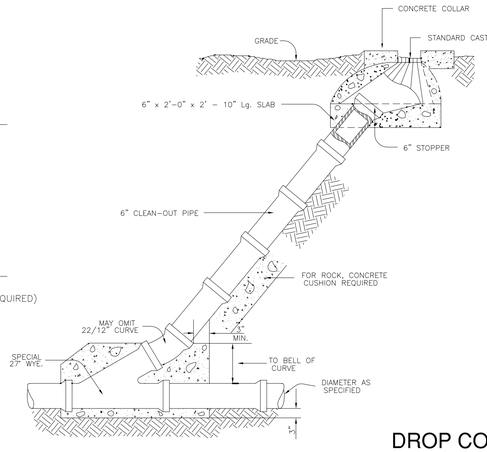
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# EDUARDOS SUBDIVISION No.12
# DETAIL SHEET



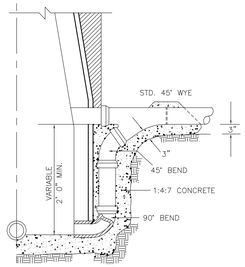

SANITARY SEWER PIPE EMBEDMENT DETAIL

(NOT TO SCALE)



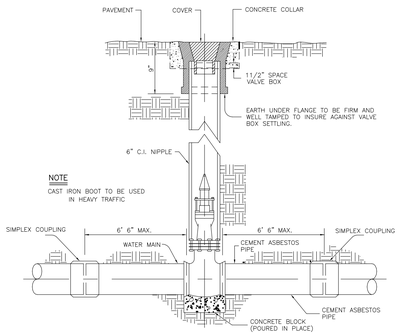

STANDARD CLEAN-OUT

(NOT TO SCALE)




STANDARD
DROP CONNECTION TO MANHOLE

TO BE USED WITH NEW OR EXISTING MANHOLES
(NOT TO SCALE)

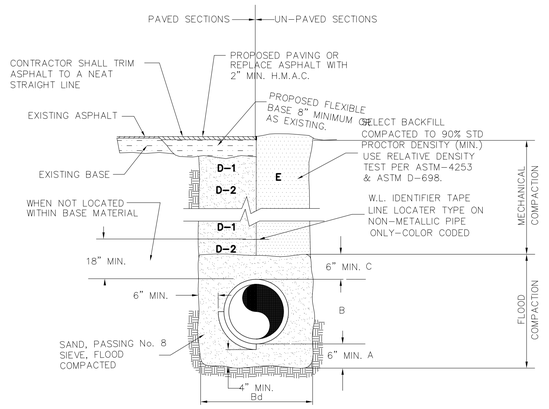



TYPICAL VALVE & BOX INSTALLATION

(NOT TO SCALE)

| THRUST BLOCK SIZE | | | |
|---|---|---|---|
| DIAMETER OF PIPE INCHES | SURFACE AREA SQ. FT. | THICKNESS INCHES | WEIGHT AT VERTICAL BENDS – LBS |
| 22-1/2° BENDS | | | |
| 6 OR LESS | 2 | 8 | 1,700 |
| 8 | 3 | 12 | 3,000 |
| 10 | 3.5 | 12 | 4,500 |
| 12 | 4 | 14 | 6,600 |
| 14 | 5 | 18 | 9,000 |
| 16 | 6 | 18 | 11,800 |
| 45° BENDS | | | |
| 6 OR LESS | 4 | 12 | 3,200 |
| 8 | 5 | 14 | 5,800 |
| 10 | 6 | 18 | 9,000 |
| 12 | 7 | 18 | 13,000 |
| 14 | 8 | 24 | 17,000 |
| 16 | 11.5 | 24 | 23,200 |
| 90° BENDS | | | |
| 6 OR LESS | 6 | 12 | 6,000 |
| 8 | 8 | 15 | 10,700 |
| 10 | 10 | 18 | 16,700 |
| 12 | 12 | 18 | 24,000 |
| 14 | 18 | 24 | 32,600 |
| 16 | 21 | 24 | 42,700 |
| TEES & DEAD ENDS | | | |
| 6 OR LESS | 3 | 12 | — |
| 8 | 4 | 15 | — |
| 10 | 6 | 18 | — |
| 12 | 8.5 | 18 | — |
| 14 | 11.5 | 24 | — |
| 16 | 15 | 24 | — |

NOTE:
ALL VALUES SHOWN ARE MINIMUM FOR A HYDROSTATIC PRESSURE OF 150 P.S.I. AND A SOIL RESISTANCE OF 2,000 LBS/SQ. FT. WITH PIPE LINE A MINIMUM OF 2 FT. OF COVER




A SAND BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW LINE OF PIPE (MIN. THICKNESS=6")

B SAND BACKFILL PLACED AFTER PIPE IS LAID FROM BOTTOM OF PIPE TO SPRING LINE OF PIPE. (4" LIFTS, HAND TAMPED) Bd TRENCH WIDTHS SHALL BE PIPE O.D. + 12" OR IN ACCORDANCE WITH ASTM 2321 FOR PVC PIPE.

C SAND BACKFILL PLACED FROM SPRING LINE OF PIPE TO 6" ABOVE TOP OF PIPE. (6" LIFTS, HAND TAMPED)

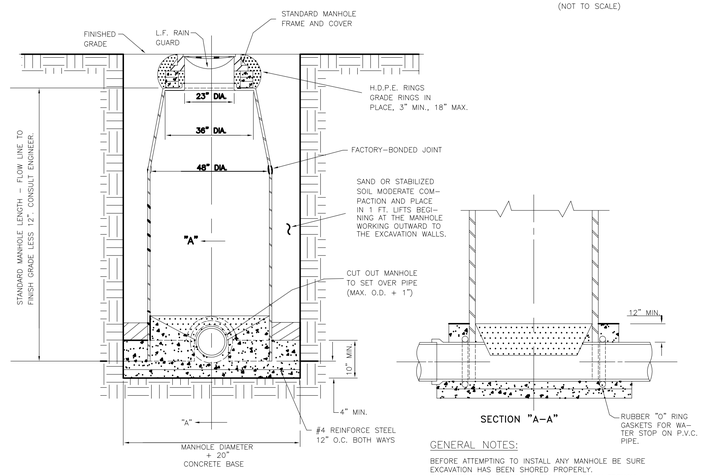
D-1 (CITY STREETS, PARKING AREA, SELECT EXCAVATED BACKFILL MATERIAL COMPACTED TO 95 SPD (8" LIFTS, MECHANICAL COMPACTION)

D-2 (STATE MAINTAINED ROADWAY) COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7 PORTLAND CEMENT COMPACTED AS PER ASTM D-4253 AND ASTM D-698

E SELECT EARTH BACKFILL COMPACTED TO 90
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 % 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. % STD. PROCTOR DENSITY (USE RELATIVE

WATER LINE BEDDING DETAIL

SCALE: N.T.S.



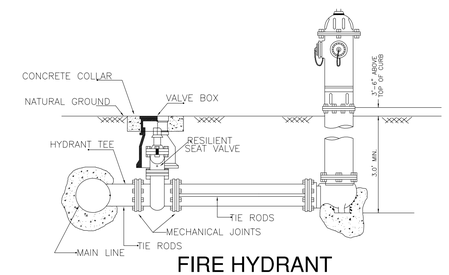

TYP. FIBERGLASS MANHOLE INSTALLATION

(NOT TO SCALE)



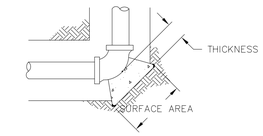

GENERAL NOTES:

BEFORE ATTEMPTING TO INSTALL ANY MANHOLE BE SURE EXCAVATION HAS BEEN SHORED PROPERLY.
CONCRETE BASE TO BE POURED IN PLACE IN TRENCH.
MANHOLE CUT-OUT TO BE MADE AT TIME OF INSTALLATION.
MANHOLE TO BE INSTALLED BY INSERTING INTO WET CONCRETE BASE.
FUTURE CONNECTIONS. IF A SEALANT BETWEEN PIPE AND MANHOLE IS NEEDED USE STAUFFER CHEMICAL "SWS940RTV" SILICONE SEALANT OR EQUAL.

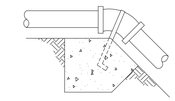



FIRE HYDRANT

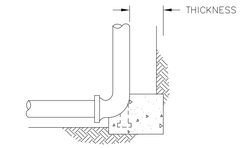
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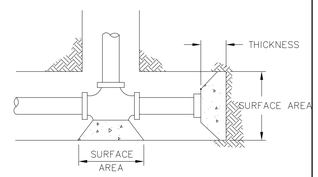

HORIZONTAL BENDS



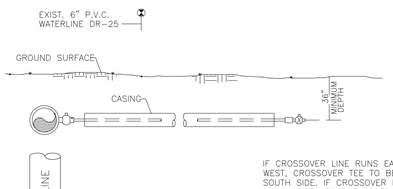
VERTICAL BENDS




HYDRANT BURYS

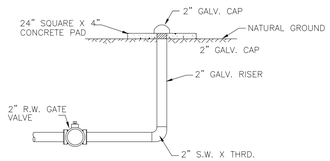



TEES & DEAD ENDS

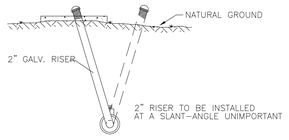



SINGLE WATER SERVICE CONNECTION

(NOT TO SCALE)



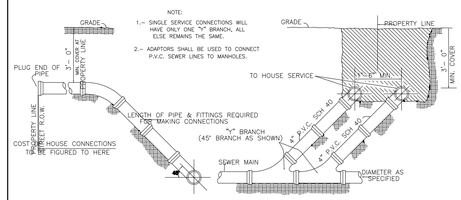

SIDE VIEW




END VIEW

NEW STYLE FLUSH VALVE INSTALLATION

(NOT TO SCALE)

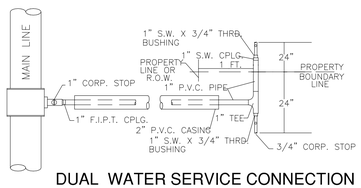



DUAL SEWER SERVICE CONNECTION

(NOT TO SCALE)




EXAMPLE METER SET-UP




DUAL WATER SERVICE CONNECTION

(NOT TO SCALE)

NOTE:
ALL WATER LINES AND SERVICES MUST BE LOCATED ABOVE THE SEWER MAINS AND SERVICES.
WATER LINES AND SEWER LINES SEPARATION DISTANCE AS REQUIRED BY TCEQ.

THRUST BLOCKS DETAIL

B-1
TEST BORINGS
SEPTIC TANK

M WATER METER BOX
6" WATER SUPPLY LINE
SERVICE LINES

M CAJA DE MEDIDOR DE AGUA
6" LINEA DE AGUA
LINEAS DE SERVICIOS

| SHEET No. 3 OF 6 SHEETS | FILENAME : K:\PROJECT\SUBDIVISIONS\EDUARDO'S No.12\WATER-DETAIL SHEET | | | |
|---|---|---|---|---|
| | DATE PREPARED | PREPARED BY | CHECKED BY | APPROVED BY |
| | DEC 23, 2012 | D.I. | G.A.G. | |
| | DATE REVISED | REVISED BY | CHECKED BY | APPROVED BY |
| | jan 2, 2013. | D. L. I. | G.A.G. | |

| No. | SHEET | REVISION | DATE | APPROVED |
|---|---|---|---|---|
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IZAGUIRRE ENGINEERING GROUP, LLC.

7413 N. LA HOMA ROAD
MISSION TX, 78574

CONSULTING ENGINEERS
F-10214

TEL. (956) 584-0554
FAX (956) 584-0190

# 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: 07-02-2013**

PROPOSED **CONCHO HEIGHTS** 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: **66** ☒*SINGLE FAMILY _____ ☐*MULTI-FAMILY _____ ☐COMMERCIAL _____ ☐INSTITUTION

LOCATION DESCRIPTION: **¼ mile West of Cesar Chavez Rd. on the North of Alberta 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: **05-02-2013** PROPERTY LIES WITHIN FLOOD ZONE: **"B"** AS PER FEMA.

DRAINAGE DESIGN: **Will be provided by a storm drainage pipe system to a proposed regional detention pond on the North West corner of this subdivision. From the regional detention pond, a 24" pipe will be installed running a ¼ mile West within a 15 feet drainage easement, discharging to an existing Irrigation No. 2 drain ditch.**

ROAD R.O.W. DEDICATION: **20 feet North of Alberta Rd.**

H.C.R.O.W. PRELIMINARY APPROVED DATE: **05-08-2013**: By **Jesse Ozuna** R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **06-12-2013** By, **Elizardo "Chardo" Ramos** Environmental Health Division Manager

SEWER SYSTEM: ☒OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Jose Angel Gonzalez**
☐OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: _____

WATER SERVICE PROVIDER: **N.A.W.S.C.** LINE SIZE: **8"** LOCATION: **North side of Alberta Rd.**

H.C.O.E.C. PRELIMINRAY APPROVED DATE: **05-07-2013**: By **Martin Ramirez, Environmental Compliance Coordinator**
☒**LARGE CONSTRUCTION**
*The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.*

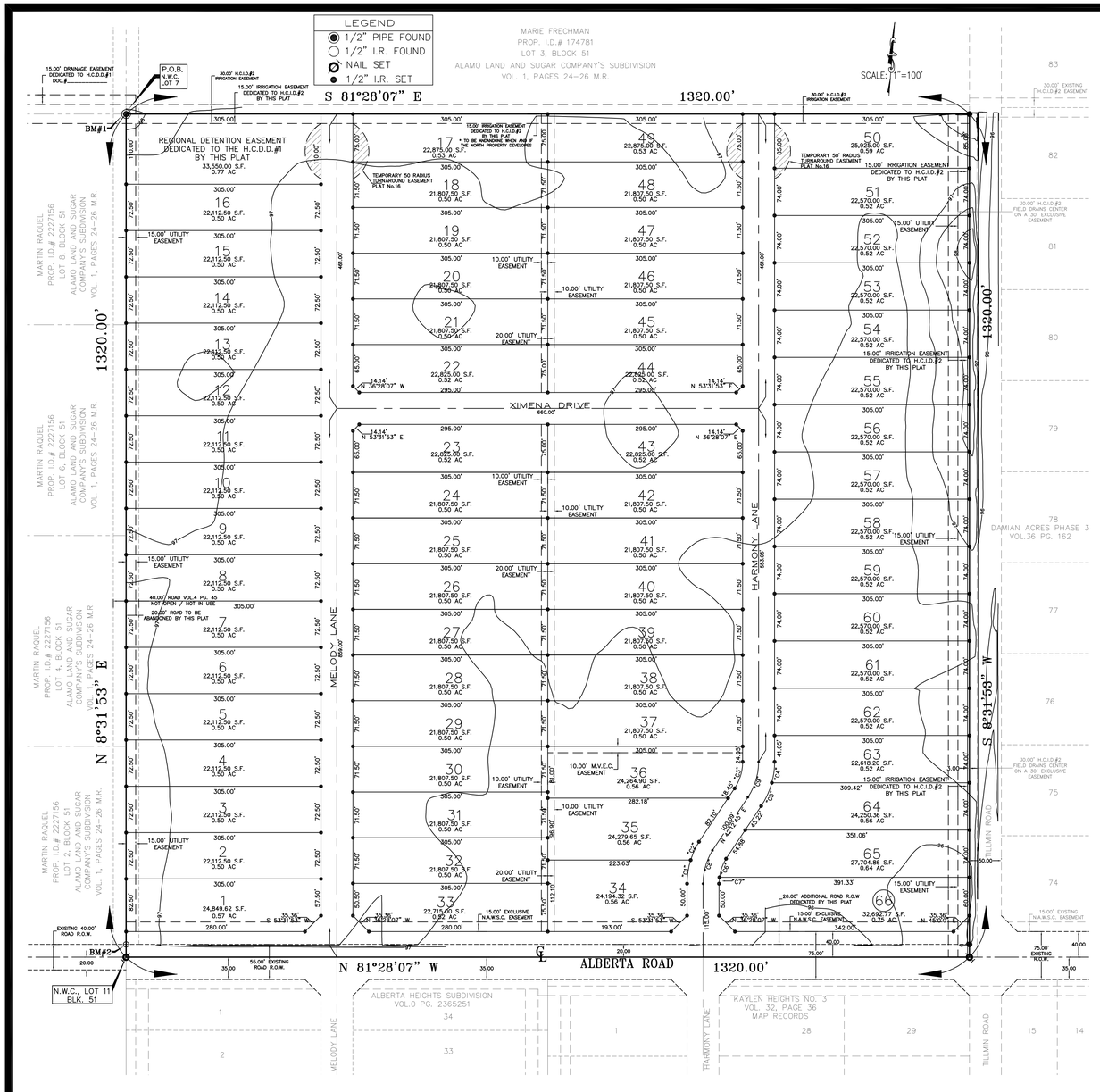
REQUEST FOR FINAL APPROVAL WITH: ☐ **Cash Deposit:** *Amount:$_____For:* ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

☐**A Letter of Credit** *Financial Institution:* _____ *L.O.C No.* _____
*Amount: $_____For:* ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY ADVISORY BOARD ON: ***JUNE 18, 2013.***

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*
*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 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 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 FEET
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, 33, 34, AND 66 ARE ALLOWED FOR POSSIBLE COMMERCIAL USE.
NO COMMERCIAL USE SHALL BE ALLOWED ON ALL INTERNAL LOTS 2 THROUGH 32 AND LOTS 35 THROUGH 65, OR less.

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 NORTH WEST CORNER OF SUBDIVISION (NAVD 1988)
--B.M. NO. 2-ELEV. 98.22 ON TOP OF ½" IRON ROD LOCATED 20 FEET NORTH OF THE SOUTH EAST CORNER OF SUBDIVISION (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.)

9. 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.

10. 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.

11. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES; BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

12. 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.

13. 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.

14. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION

15. KYNDEL W. BENNETT, THE OWNER & SUBDIVIDER OF CONCHO HEIGHTS 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.

16. CROSS-HATCHED AREA IS A TEMPORARY EASEMENT FOR TURN-AROUND UNTIL STREET IS EXTENDED (NORTH) IN A RECORDED PLAT. SAID TEMPORARY EASEMENT SHALL BE AUTOMATICALLY ABANDONED UPON THE CONSTRUCTION OF A DEDICATED STREET TO THE (EAST).

17. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS.

18. NO ACCESS SHALL BE ALLOWED FROM ALBERTA ROAD ONTO LOTS 1, 33, 34 & 66. 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.12. THE LOT OWNER SHALL BE REQUIRED TO INSTALL A BUFFER FENCE ABUTTING ALL RESIDENTIAL LOTS.

19. STREET & STOP SIGNS WILL BE INSTALLED BY THE DEVELOPER.

20. A 4.0 FT SIDEWALK IS REQUIRED AT BUILDING PERMIT STAGE, AS PER CITY OF EDINBURG

21. FIRE HYDRANTS WILL BE INSTALLED & PAINTED BLACK BY THE DEVELOPER.

22. NO REAR ACCESS SHALL BE ALLOWED FROM TILLMIN ROAD ONTO LOTS 50 THROUGH 66. THE EXISTING HEAVY TREE LINE SHALL REMAIN PERMANENTLY AND ACT AS A BUFFER ALONG THE REAR SIDE OF LOTS 50 THROUGH 66 ABUTTING TILLMIN ROAD.

## METES AND BOUNDS

A tract of land containing 40.00 acres of land, situated in Hidalgo County, Texas, being all of LOTS 1, 3, 5 AND 7, FIFE'S RESUBDIVISION, map reference: Volume 4, Page 45, H.C.M.R., and said 40.00 acres of land being being a part or portion of a tract of land deeded to Maria L. Frechmann, recorded in Document No. 689899, H.C.D.R., and said 40.00 acres of land being more particularly described as follows;

COMMENCING at a ½" iron pipe found on the Northwest corner of said Lot 7 and in the right-of-way of a 40 foot existing road, for the northwest corner of this tract and the POINT OF BEGINNING;

THENCE, S 81 28' 07" E, along the North line of said Lot 7, at a distance of 20.00 feet pass the east right-of-way line of said 40.0 foot existing road, continuing a total distance of 1320.00 feet to a ½" iron rod set on the Northeast corner of said Lot 7, for the northeast corner of this tract;

THENCE, S 08 31' 53" W, along the East line of said Lots 7, 5, 3 and 1, at a distance of 1300.00 feet pass a ½" iron rod set on the North line of Alberta Road, continuing a total distance of 1320.00 feet to a Nail set in the right-of-way of said Alberta Road and the Southeast corner of said Lot 1, for the southeast corner of this tract;

THENCE, N 81 28' 07" W, along the South line of said Lot 1 and the right-of-way of said Alberta Road, a distance of 1320.00 feet to Nail set in the right-of-way of said 40.00 foot existing road and the Southwest corner of said Lot 1, for the southwest corner of this tract;

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 1, 3, 5 and 7 at a distance of 1,300.00 feet pass ½" iron road found on the north line of Alberta road, continueing a total distance of 1320.00 feet to the POINT OF BEGINNING, containing 40.00 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 CONCHO HEIGHTS SUBDIVISION WAS REVIEWED AND APROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON,_____, _____.

_____ _____
HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

## HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF CONCHO HEIGHTS SUBDIVISION WAS REVIEWED AND APROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON,_____, _____.

_____ _____
HIDALGO COUNTY RIGHT OF WAY DIRECTOR 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 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 CONCHO HEIGHTS SUBDIVISION

A 40.00 ACRE TRACT OF LAND OUT OF LOTS ONE (1), THREE (3), FIVE (5) AND SEVEN (7), 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: APRIL, 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 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 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.

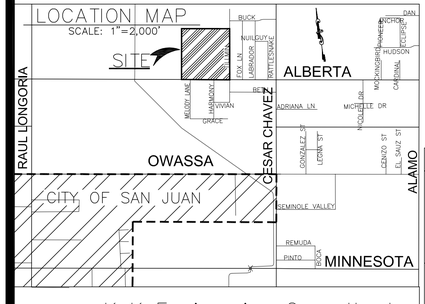
DATED THIS THE _____ DAY OF _____ 2013

_____
REGISTERED PROFESSIONAL SURVEYOR
NO.5571 STATE OF TEXAS

STATE OF TEXAS
REGISTERED
JOSE MARIO GONZALEZ
5571
PROFESSIONAL
LAND SURVEYOR

## LOCATION MAP

SCALE: 1"=2,000'




## LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL

JURISDICTION OF A MUNICIPALITY:
CONCHO HEIGHTS IS LOCATED APPROXIMATE 2,000 FEET WEST OF CESAR CHAVEZ RD. ON THE NORTH SIDE OF ALBERTA 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 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 PROPERTY IS SITUATED; H.C.D.D. NO. 1 CERTIFICATION; H.C.IRRIGATION DISTRICT#2, HC ROW AND HCHD. REVISION NOTES. |
| SHEET 2 | WATER DISTRIBUTION AND SANITARY SEWER MAP; TYPICAL WATER SERVICE CONNECTION; REVISION NOTES; ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION. 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 DATA CHART

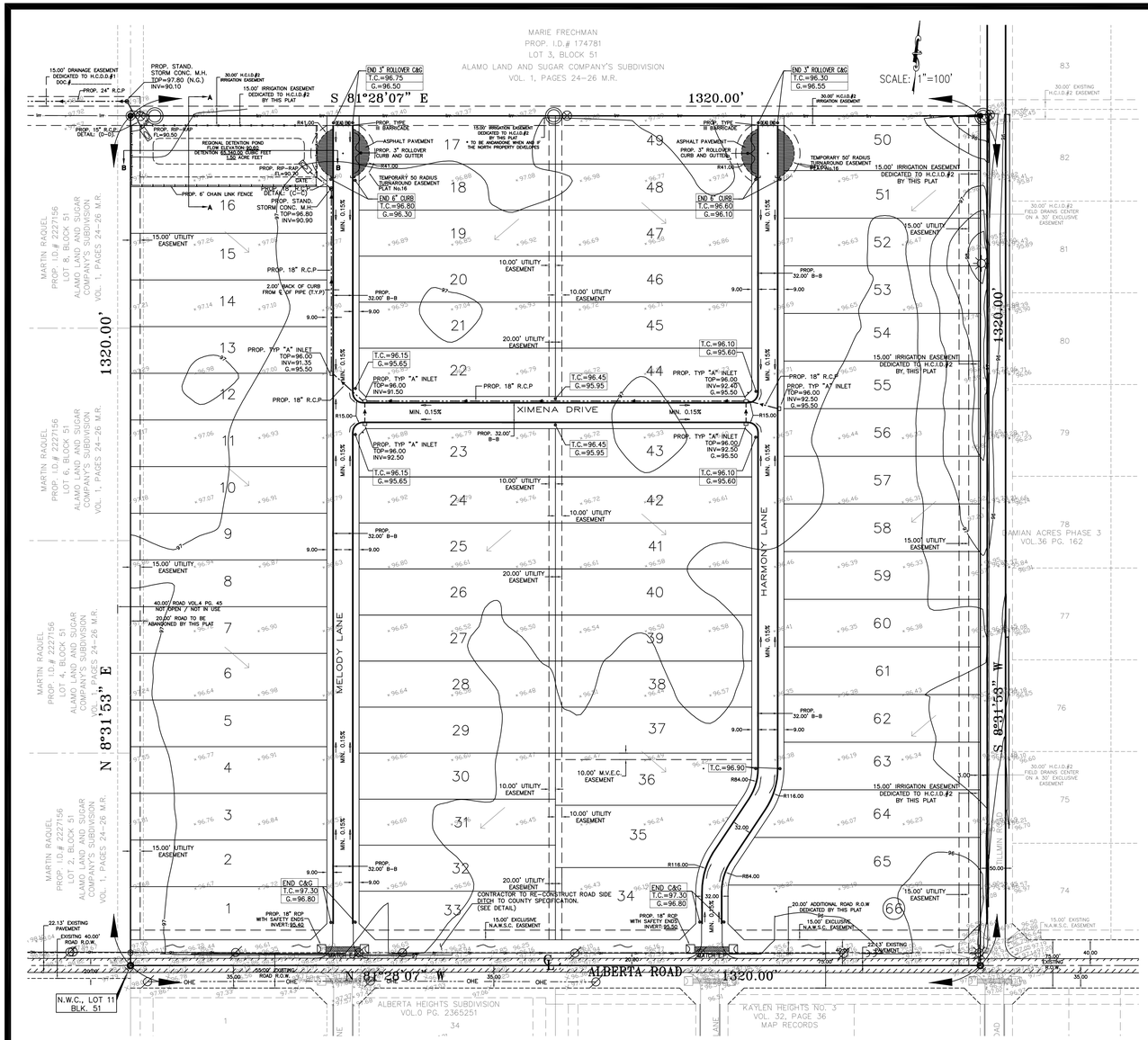
| CURVE | ARC LENGTH | RADIUS | DELTA ANGEL |
|---|---|---|---|
| C1 | 37.67' | 125.00 | 17°15'56" |
| C2 | 31.49' | 125.00 | 14°26'00" |
| C3 | 44.09' | 75.00 | 33°40'52" |
| C4 | 33.34' | 125.00 | 15°16'57" |
| C5 | 40.14' | 125.00 | 18°23'55" |
| C6 | 31.16' | 75.00 | 23°48'10" |
| C7 | 10.03' | 75.00 | 07°39'44" |
| C8 | 54.92' | 100.00 | 31°27'54" |
| C9 | 58.78' | 100.00' | 33°40'52" |

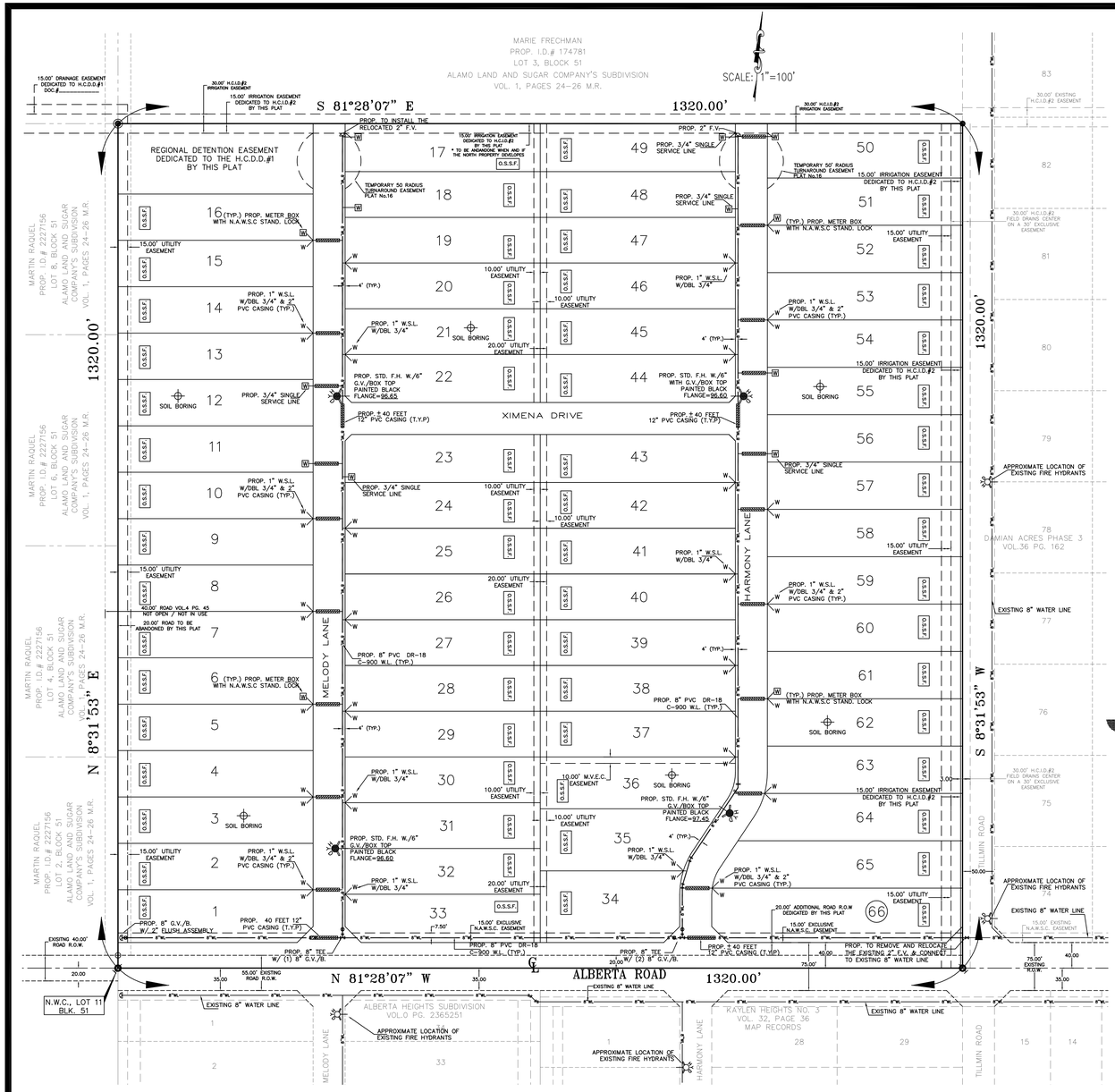
PRINCIPAL CONTACTS:

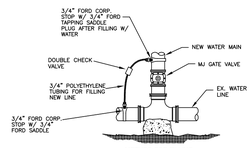
| | Name | Address | City & Zip | Phone | Fax |
|---|---|---|---|---|---|
| OWNER: | KYNDEL W. BENNETT, BENNETT-FLORES INVESTMENTS, LLC. | P.O. BOX 365 | LA BLANCA 78558 | (956) 464-4431 | (956) 464-2597 |
| ENGINEER: | KAMBIZ S. KHADEMI P.E. | 410 E. DOVE AVE. | McALLEN 78504 | (956) 630-2125 | (956) 630-2219 |
| SURVEYOR: | JOSE MARIO GONZALEZ R.P.L.S. | 24593 FM88 | MONTE ALTO 78538 | (956) 380-5154 | (956) 380-5156 |


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

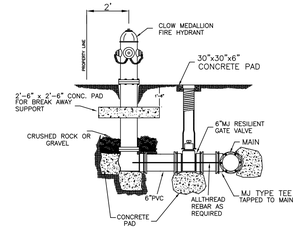

SHEET 1 OF 3


MARIE FRECHMAN
PROP. I.D.# 174781
LOT 3, BLOCK 51
ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION
VOL. 1, PAGES 24-26 M.R.
SCALE: 1"=100'
S 81°28'07" E
1320.00'
N 8°31'53" E
1320.00'
S 8°31'53" W
1320.00'
N 81°28'07" W
1320.00'
ALBERTA ROAD
XIMENA DRIVE
MELODY LANE
HARMONY LANE
MARTIN RAQUEL
PROP. I.D.# 2227156
LOT 4, BLOCK 51
ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION
VOL. 1, PAGES 24-26 M.R.
MARTIN RAQUEL
PROP. I.D.# 2227156
LOT 2, BLOCK 51
ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION
VOL. 1, PAGES 24-26 M.R.
DAMIAN ACRES PHASE 3
VOL.36 PG. 162
ALBERTA HEIGHTS SUBDIVISION
VOL.0 PG. 2365251
"KAYLEN HEIGHTS NO. 3"
VOL. 32, PAGE 36
MAP RECORDS
N.W.C., LOT 11
BLK. 51
PROP. STAND. STORM CONC. M.H. TOP=97.80 (N.G.) INV=90.10
PROP. 24" R.C.P.
15.00' DRAINAGE EASEMENT DEDICATED TO H.C.D.D.#1 DOC.#
30.00' H.C.I.D.#2 IRRIGATION EASEMENT
15.00' IRRIGATION EASEMENT DEDICATED TO H.C.I.D.#2 BY THIS PLAT
PROP. 15" R.C.P. DETAIL (D-07)
PROP. RIP-RAP FL=90.50
REGIONAL DETENTION POND FLOW ELEVATION 90.60 DETENTION EXCAVATED VOLUME FEET 1.50 ACRE FEET
PROP. RIP-RAP FL=90.90
PROP. 6' CHAIN LINK FENCE
PROP. 15" R.C.P. DETAIL (C-07)
PROP. STAND. STORM CONC. M.H. TOP=96.80 INV=90.90
END 3" ROLLOVER C&G T.C.=96.75 G.=96.50
END 3" ROLLOVER C&G T.C.=96.30 G.=96.55
PROP. TYPE III BARRICADE
ASPHALT PAVEMENT
PROP. 3" ROLLOVER CURB AND GUTTER
R41.00
R116.00
R84.00
TEMPORARY 50 RADIUS TURNAROUND EASEMENT PLAT No.16
END 6" C&G T.C.=95.60 G.=96.10
END 6" C&G T.C.=96.80 G.=96.30
END C&G T.C.=97.30 G.=96.80
PROP. 18" RCP WITH SAFETY ENDS INVERT: 85.40
PROP. 18" RCP WITH SAFETY ENDS INVERT: 85.50
CONTRACTOR TO RE-CONSTRUCT ROAD SIDE DITCH TO COUNTY SPECIFICATION. (SEE DETAIL)
15.00' EXCLUSIVE H.A.W.S.C. EASEMENT
20.00' ADDITIONAL ROAD R.O.W DEDICATED BY THIS PLAT TO 15.00' EXCLUSIVE H.A.W.S.C. EASEMENT
22.13' EXISTING PAVEMENT
EXISTING 40.00' ROAD R.O.W.
22.13' EXISTING PAVEMENT
EXISTING 60.00' ROAD R.O.W.
30.00' EXISTING H.C.I.D.#2 FIELD DRAINS CENTER ON A 30' EXCLUSIVE EASEMENT
15.00' EXISTING H.A.W.S.C. EASEMENT
PROP. 32.00' B-B
PROP. 18" R.C.P
PROP. TYP "A" INLET TOP=96.00 INV=91.35 G.=95.50
PROP. TYP "A" INLET TOP=96.00 INV=91.50
PROP. TYP "A" INLET TOP=96.00 INV=92.40 G.=95.50
PROP. TYP "A" INLET TOP=96.00 INV=92.50 G.=95.50
T.C.=96.15 G.=95.65
T.C.=96.45 G.=95.95
T.C.=96.10 G.=95.60
2.00' BACK OF CURB FROM 1/2 OF PIPE (T.Y.P.)
MIN. 0.15%
R15.00'
15.00' UTILITY EASEMENT
10.00' UTILITY EASEMENT
20.00' UTILITY EASEMENT
10.00' M.V.E.C. EASEMENT
15.00' IRRIGATION EASEMENT DEDICATED TO H.C.I.D.#2 BY THIS PLAT
40.00' ROAD VOL.4 PG. 45 NOT OPEN / NOT IN USE
20.00' ROAD TO BE ABANDONED BY THIS PLAT
TEMPORARY 50' RADIUS TURNAROUND EASEMENT
PROP. 6' CHAIN LINK FENCE
PROP. STAND. STORM CONC. M.H. TOP=96.80 INV=90.90
PROP. 6' CHAIN LINK FENCE DETAIL (C-C)
PROP. 15" R.C.P. DETAIL (D-07)
PROP. RIP-RAP FL=90.50
PROP. RIP-RAP FL=90.90
REGIONAL DETENTION POND FLOW ELEVATION 90.60 DETENTION EXCAVATED VOLUME FEET 1.50 ACRE FEET
PROP. 3" ROLLOVER CURB AND GUTTER
PROP. TYPE III BARRICADE
ASPHALT PAVEMENT
TEMPORARY 50 RADIUS TURNAROUND EASEMENT PLAT No.16
END 6" C&G T.C.=95.60 G.=96.10
END 6" C&G T.C.=96.80 G.=96.30
15.00' IRRIGATION EASEMENT DEDICATED TO H.C.I.D.#2 BY THIS PLAT
15.00' UTILITY EASEMENT
10.00' UTILITY EASEMENT
20.00' UTILITY EASEMENT
15.00' IRRIGATION EASEMENT DEDICATED TO H.C.I.D.#2 BY THIS PLAT
PROP. 18" R.C.P
PROP. TYP "A" INLET TOP=96.00 INV=92.50 G.=95.50
PROP. TYP "A" INLET TOP=96.00 INV=92.40 G.=95.50
T.C.=96.45 G.=95.95
T.C.=96.10 G.=95.60
PROP. 32.00' B-B
MIN. 0.15%
R15.00'
15.00' UTILITY EASEMENT
10.00' UTILITY EASEMENT
20.00' UTILITY EASEMENT
15.00' IRRIGATION EASEMENT DEDICATED TO H.C.I.D.#2 BY THIS PLAT
10.00' M.V.E.C. EASEMENT
T.C.=96.90
R84.00
R116.00
32.00'
3.00'
96'
50.00'
15.00' UTILITY EASEMENT
20.00' UTILITY EASEMENT
CONTRACTOR TO RE-CONSTRUCT ROAD SIDE DITCH TO COUNTY SPECIFICATION. (SEE DETAIL)
END C&G T.C.=97.30 G.=96.80
15.00' EXCLUSIVE H.A.W.S.C. EASEMENT
20.00' ADDITIONAL ROAD R.O.W DEDICATED BY THIS PLAT TO 15.00' EXCLUSIVE H.A.W.S.C. EASEMENT
22.13' EXISTING PAVEMENT
EXISTING 60.00' ROAD R.O.W.
15.00' EXISTING H.A.W.S.C. EASEMENT
PROP. 32.00' B-B
9.00'
MIN. 0.15%
15.00' UTILITY EASEMENT
10.00' UTILITY EASEMENT
20.00' UTILITY EASEMENT
15.00' IRRIGATION EASEMENT DEDICATED TO H.C.I.D.#2 BY THIS PLAT
15.00' UTILITY EASEMENT

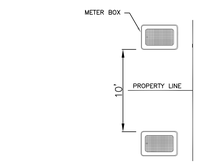


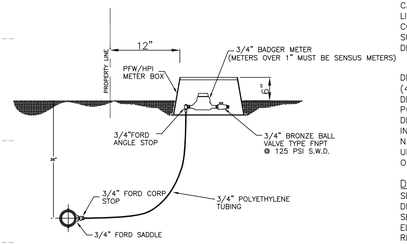




METHOD FOR FILLING NEW WATER LINES



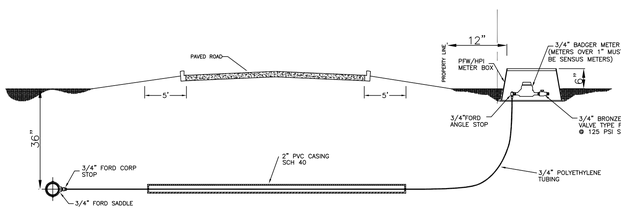

FIRE HYDRANT ASSEMBLY



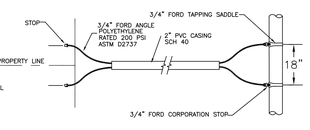




SHORT SERVICE CONNECTION

| CONSTRUCTION COST ESTIMATE: | |
|---|---|
| 1-WATER: | $_____ |
| 2-OSSF: | $75,570.00 |
| 3-PAVING: | $_____ |
| 4-DRAINAGES: | $_____ |
| TOTAL: | $_____ |

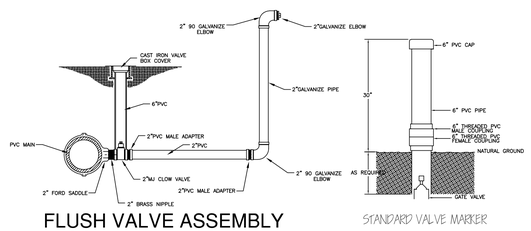



NOTE: PVC ENCASEMENT SHOULD EXTEND THE MINIMUM OF 5' OF EDGE OF PAVEMENT ON BOTH SIDES OF ROAD




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 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 AN EXISTING 8" WATER LINE ENDING WITH A 2" FLUSH VALVE ON THE NORTH WEST INTERSECTION OF ALBERTA ROAD AND TILLMIN ROAD ALSO BEING THE WEST INSTERNAL STREET OF DAMIAN ACRES PHASE 3. FROM THIS PREVIOUS MENTIONED 8" WATER LINE WE HAVE INSTALLED A NEW 8" WATER LINE RUNNING WEST INSIDE A 15' NAWSC EXCLUSIVE EASEMENT ENDING WITH 8" GATE VALVE WITH A 2" VALVE ON THE WEST PROPERTY LINE. FROM THIS 8" WATER LINE WE HAVE INSTALLED TWO 8" WATER LINE RUNNING NORTH ONE ALONG THE EAST R.O.W. LINE OF MELODY LANE AND ANOTHER ON THE WEST R.O.W. LINE OF HARMONY LANE BOTH ENDING WITH A 2" FLUSH VALVE ALONG THE NORTH PROPERTY LINE.

WATER DISTRIBUTION FOR THE CONCHO HEIGHTS SUBDIVISION CONSISTS OF THIRTY ONE (31)–1" DIAMETER DUAL SERVICE LINES AND FOUR (4)–3/4" DIAMETER SINGLE SERVICE LINES. THE 8" WATERLINES, THE DUAL SERVICE LINES, THE SINGLE SERVICE LINES AND THE METER BOXES & LOCKS HAVE ALREADY BEEN INSTALLED, AT A TOTAL COST OF $_____ OR $_____ PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $_____, WHICH COVERS THE $_____ 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 $_____ FOR A TOTAL COST OF $_____. 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 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 10 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 $1,145.00, 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 $75,570.00. 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 $_____ WHICH EQUALS TO $_____ PER LOT.

SEWAGE FACILITIES – SEPTIC SYSTEM HAS BEEN INSTALLED AT A TOTAL COST OF $1,145.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $75,570.00 FOR THE ENTIRE SUBDIVISION.

KAMBIZ S. KHADEMI, PE
P.E. # 57767

DATE

STATE OF TEXAS
KAMBIZ S. KHADEMI
57767
REGISTERED PROFESSIONAL ENGINEER

### PROVISIÓN DE AGUA: DESCRIPCIÓN, GASTOS Y FECHAS DE INICIO

CONCHO HEIGHTS 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 SUBDIVISIÓN. N.A.W.S.C. TIENE UNA LINEA EN EXISTENCIA DE 8" DE DIÁMETRO QUE TERMINA EN LA ESQUINA NORESTE DE LA INTERSECCION DE LAS CALLES ALBERTA ROAD Y TILMIN ROAD QUE TAMBIEN BIENE CIENDO UNA DE LAS CALLE INTERNAS DE LA SUBDIVISION DAMIAN ACRES PHASE 3. DE ESTA LINE DE 8" PREVIAMENTE YA MENSIONADA, EMOS INSTALADO UNA NUEVA LINEA DE 8" ALADO NORTE DE LA CALLE ALBERTA ROAD ADENTERO A LO LARGO DENTRO UN DERECHO DE PASO DE 15 PIES DEDICADOS A LA COMPANIA DE AGUA N.A.W.S.C. TERMINANDO CON UNA VARBULA DE AGUA DE 8" ACOMPAÑADA CON UNA LLAVE DE 2" EN LA LINEA OESTE DE LA SUBDIVISION. DE ESTA LINEA DE 8" TANBIEN EMOS INSTALADO DOS LINEAS MAS DE 8" A LADO ESTE EN LA CALLE MELODY LANE Y AL LADO OESTE DE LA CALLE HARMONY LANE TERMINANDO CON CON UNA VARBULA DE ESCAPE DE 2" AL TOPAR CON LA LINEA NORTE DE ESTA PROPIEDAD.

DISTRIBUCIÓN DE AGUA PARA CONCHO HEIGHTS SUBDIVISIÓN CONSISTE EN TREITA Y UNO (31) LINEAS DE 1" DIÁMETRO DE SERVICIO DUALES Y CUATRO (4) LINEAS SENCILLAS DE ¾" DE DIAMETRO SINGULAR 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 $_____ O $_____ POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA COMPAÑÍA N.E.W.S.C. $_____ DE ACUERDO AL CONTRATO DE LA CARTA DE 30 AÑOS LA CUAL CUBRE EL COSTO DEL MEDIDOR MECÁNICO DE AGUA PARA CADA LOTE, $_____ 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 $_____ A UN COSTO TOTAL DE $_____. 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.# 122581 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 10 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 $1,145.00 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 $75,570.00. 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 $_____ O $_____ POR LOTE

DRENAJE: SE ESTIMA QUE LA FOSA SÉPTICA COSTARA $1,145.00 POR SISTEMA A UN COSTO TOTAL DE $75,570.00 TODA LA SUBDIVISION.

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 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

DRAWING DATE: MAY, 2013
RELEASE DATE:
DESIGNED BY: K.K.
DRAWN BY: DANIEL
CHECKED BY: K.K.
UPDATED DWG. BY:
SCALE: 1"= 100'

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

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KHAMBIZ S. KHADEMI, P.E. 57767 MAY/2013
ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE LAW

CONCHO HEIGHTS 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

SHEET 2 OF 3

# HIDALGO COUNTY
# PLANNING DEPARTMENT

**1304 SOUTH 25TH STREET**
**EDINBURG TEXAS 78539**
**Tel. 956-318-2840 Fax. 956-318-2844**

**Raul E. Sesin, P.E., CFM**
**Planning Administrator**


## HIDALGO COUNTY COMMISSIONERS COURT MEETING

**DATE:** 07-02-2013

PROPOSED **SAN JOAQUIN** SUBDIVISION, PRECINCT No. **1**

ENGINEER: **QUINTANILLA, HEADLEY & ASSOC.** DEVELOPER: **HERB SCURLOCK**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **153** ☒*SINGLE FAMILY _____ ☐*MULTI-FAMILY _____ ☐COMMERCIAL _____ ☐INSTITUTION

LOCATION DESCRIPTION: **¼ mile East of Val Verde Rd on the North side of Minnesota Rd.**

SUBDIVISION LIES WITHIN THE: ☒*ETJ of **Donna** and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: **01-29-2013** PROPERTY LIES WITHIN FLOOD ZONE: **"C"** AS PER FEMA.

DRAINAGE DESIGN: **Will be provided by a storm drainage pipe system discharging into an existing Donna Irrigation Ditch abutting North of proposed subdivision. Drainage detention will be accomplished by widening the drainage ditch.**

DISTANCE TO DRAIN DITCH: **North adjacent of the subdivision**

ROAD R.O.W. DEDICATION: **23' feet North side of Minnesota Rd.**

H.C.R.O.W. PRELIMINARY APPROVED DATE: **06-07-2013**: By **Roy Gonzales** R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **06-12-2013** By, **Elizardo "Chardo" Ramos** Environmental Health Division Manager

SEWER SYSTEM: ☒SANITARY SEWER BY: **N.A.W.S.C.** LINE SIZE: **10"** LOCATION: **SOUTH SIDE OF MINNESOTA RD.**

WATER SERVICE PROVIDER: **N.A.W.S.C.** LINE SIZE: **12"** LOCATION: **South side of Minnesota Rd.**

H.C.O.E.C. PRELIMINRAY APPROVED DATE: **06-12-2013**: By **Martin Ramirez, Environmental Compliance Coordinator**

☒**LARGE CONSTRUCTION**

*The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.*

REQUEST FOR FINAL APPROVAL WITH: ☐ **Cash Deposit:** *Amount:$_____For:* ☐*OSSF(S)*_____☐PAVING ☐DRAINAGE☐STREET SIGNS

☐**A Letter of Credit** *Financial Institution: _____ L.O.C No. _____*
*Amount: $_____For:* ☐*OSSF(S)*_____☐PAVING ☐DRAINAGE☐STREET SIGNS

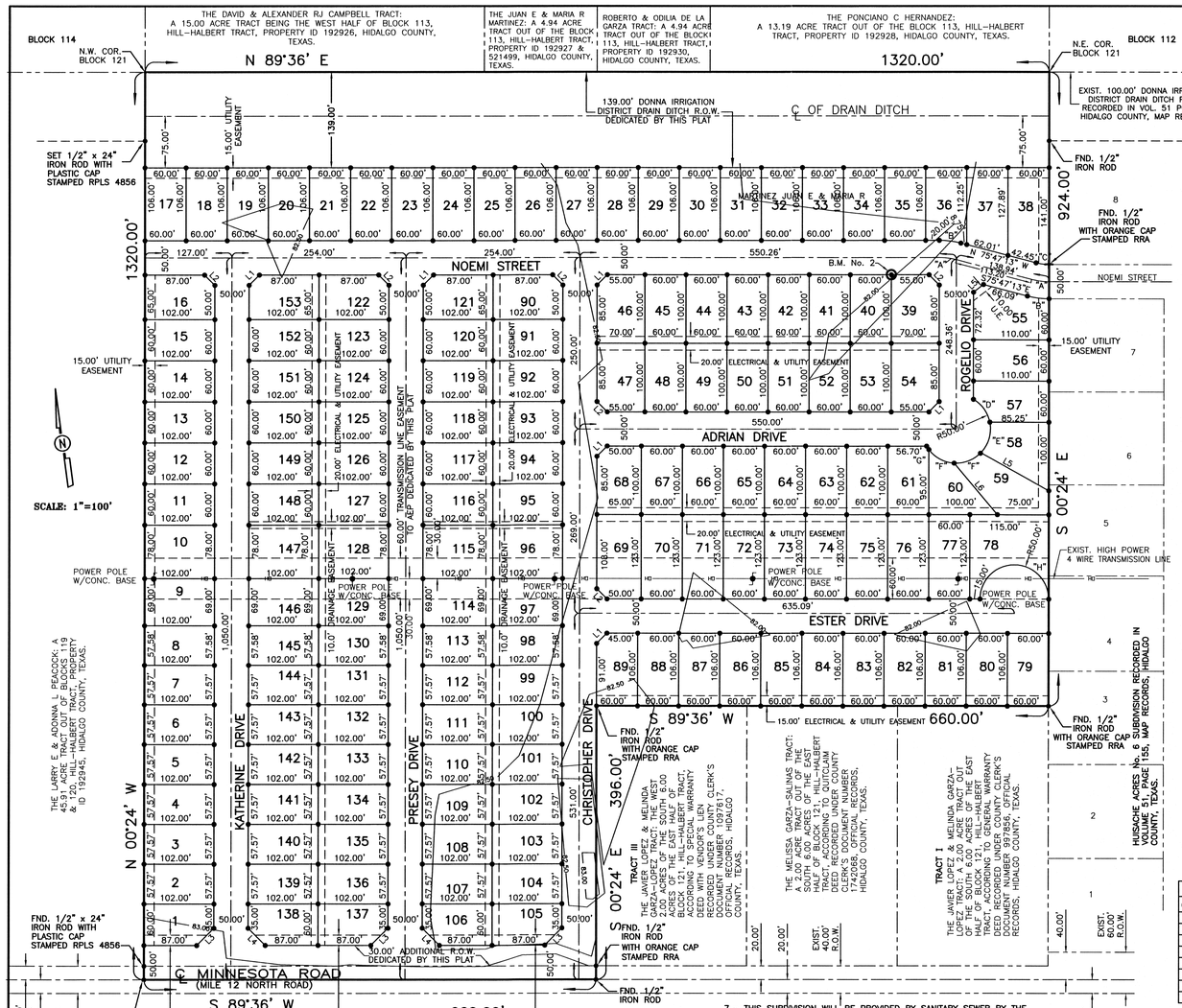
PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY ADVISORY BOARD ON: ***JUNE 18, 2013.***

STAFF RECOMMENDS:

☒ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of **Donna**.*

☐ **Final Approval** *subject to recommendations 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.*




SUBDIVISION PLAT OF:

# SAN JOAQUIN SUBDIVISION

A 34.00 ACRE TRACT OF LAND BEING THE WEST HALF AND THE NORTH FOURTEEN ACRES OF THE EAST HALF OF BLOCK ONE HUNDRED TWENTY–ONE (121), HILL–HALBERT SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 35, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2196343, DEED RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 34.00 ACRE TRACT OF LAND BEING THE WEST HALF AND THE NORTH FOURTEEN ACRES OF THE EAST HALF OF BLOCK ONE HUNDRED TWENTY–ONE (121), HILL–HALBERT SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 35, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2196343, DEED RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A COTTON PICKER SPINDLE SET ON THE CENTERLINE OF MINNESOTA ROAD FOR THE SOUTHWEST CORNER OF BLOCK 121, SOUTHEAST CORNER OF BLOCK 120 AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 00°24'W, ALONG THE WEST LINE OF BLOCK 121, PASSING A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET AT 20.00 FEET FOR THE NORTH R.O.W. LINE OF MINNESOTA ROAD, PASSING A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET AT 1,220.00 FEET FOR THE SOUTH LINE OF A DONNA IRRIGATION DISTRICT DRAIN DITCH R.O.W., A TOTAL DISTANCE OF 1,320.00 FEET TO A POINT FOR THE NORTHWEST CORNER OF BLOCK 121 AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; N 89°36'E, ALONG THE NORTH LINE OF BLOCK 121, A DISTANCE OF 1320.00 FEET TO A POINT FOR THE NORTHEAST CORNER OF BLOCK 121 AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 00°24'E, ALONG THE EAST LINE OF BLOCK 121, PASSING A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC STAMPED RPLS 4856 SET AT 100.00 FEET FOR THE SOUTH LINE OF A DONNA IRRIGATION DISTRICT DRAIN DITCH R.O.W., A DISTANCE OF 924.00 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHEAST CORNER OF THE JAVIER LOPEZ AND MELINDA GARZA–LOPEZ TRACT I (A 2.00 ACRE TRACT OUT OF THE SOUTH 6.00 ACRES OF THE EAST HALF OF BLOCK 121, HILL–HALBERT SUBDIVISION, ACCORDING TO GENERAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 997856, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 89°36'W, ALONG THE NORTH LINE SAID TRACT I, THE NORTH LINE OF THE JAVIER LOPEZ AND MELINDA GARZA–LOPEZ TRACT II (A 2.00 ACRE TRACT OUT OF THE SOUTH 6.00 ACRES OF THE EAST HALF OF BLOCK 121, HILL–HALBERT SUBDIVISION, ACCORDING TO GENERAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 997856, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), THE NORTH LINE OF THE JAVIER LOPEZ AND MELINDA GARZA–LOPEZ TRACT III (THE WEST 2.00 ACRES OF THE SOUTH 6.00 ACRES OF THE EAST HALF OF BLOCK 121, HILL–HALBERT SUBDIVISION, ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1097617, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), A TOTAL DISTANCE OF 660.00 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID TRACT III AND AN INTERIOR CORNER OF THIS TRACT.

THENCE, S 00°24'E, ALONG THE WEST LINE OF SAID TRACT III, PASSING A 1/2" IRON ROD FOUND AT 376.00 FEET FOR THE NORTH R.O.W. LINE OF MINNESOTA ROAD, A TOTAL DISTANCE OF 396.00 FEET TO A COTTON PICKER SPINDLE SET ON THE SOUTH LINE OF BLOCK 121 AND IN THE CENTERLINE OF MINNESOTA ROAD FOR THE SOUTHEAST CORNER OF THE JAVIER LOPEZ TRACT III, AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; S 89°36'W, ALONG THE SOUTH LINE OF BLOCK 121 AND THE CENTERLINE OF MINNESOTA ROAD, A DISTANCE OF 660.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 34.00 ACRES OF LAND MORE OR LESS.

BEARINGS IN THIS METES AND BOUNDS DESCRIPTION ARE IN ACCORDANCE WITH GALVAN SUBDIVISION RECORDED IN VOLUME 28, PAGE 10A, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.

ALFONSO QUINTANILLA 4856 REGISTERED PROFESSIONAL LAND SURVEYOR STATE OF TEXAS

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

6-5-13
DATE

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees ( hereinafter called "Grantor" whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted, The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein, Thus agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above–described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this____ day of _____ 20____.

HERB SCURLOCK, OWNER
SUNDOWN DEVELOPMENTS, LTD.,
A TEXAS LIMITED PARTENERSHIP
3714 S. EXPRESSWAY 281
EDINBURG TX, 78539

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, HERB SCURLOCK, AS OWNER OF THE 34.00 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED SAN JOAQUIN SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____ DATE
HERB SCURLOCK, OWNER
SUNDOWN DEVELOPMENTS, LTD., A TEXAS LIMITED PARTENERSHIP
3714 S. EXPRESSWAY 281
EDINBURG TX, 78539

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared HERB SCURLOCK, OWNER OF SUNDOWN DEVELOPMENTS, LTD., A TEXAS LIMITED PARTENERSHIP 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___.

LILIA A. QUINTANILLA Notary Public, State of Texas My Commission Expires July 23, 2015

_____
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 SAN JOAQUIN SUBDIVISION was reviewed and approved by the Hidalgo County Commissioners Court on _____, _____.

_____ _____
Hidalgo County Judge date
ATTEST: _____ _____
Hidalgo County Clerk date

CITY OF DONNA, TX
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.009(c) AND §212.0115(b)

WE THE UNDERSIGNED CERTIFY that this plat of the SAN JOAQUIN SUBDIVISION was received and approved by the city Council of the City of _____ on _____, _____.

_____ _____
Mayor of the City of DONNA Date
ATTEST: _____
Secretary of the City of DONNA Date

THIS PLAT APPROVED BY DONNA IRRIGATION DISTRICT ON THIS_____ DAY OF _____, 20____.

_____ _____
SECRETARY PRESIDENT

APPROVAL OF THE PLANNING COMMISSION OF THE CITY:
THIS PLAT SAN JOAQUIN SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION ON THE CITY OF DONNA, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____ DAY OF _____ 20___.

ATTEST: _____ BY: _____
SECRETARY CHAIRMAN PLANNING COMMISSION

NOTE:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY:_____

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

STATE OF TEXAS EULALIO RAMIREZ 77062 REGISTERED PROFESSIONAL ENGINEER

EULALIO RAMIREZ
P.E. No. 77062

6-13-13
DATE

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT_____ AM/PM
INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____ DEPUTY

| AREA DATA TABLE | | |
|---|---|---|
| LOT | AREA (S.F.) | AC. |
| 1 | 5,807.50 | 0.13 |
| 2–8 | 5,872.14 | 0.13 |
| 9 | 7,038.00 | 0.16 |
| 10 | 7,956.00 | 0.18 |
| 11–15 | 5,872.14 | 0.13 |
| 16 | 6,517.50 | 0.15 |
| 17–35 | 6,360.00 | 0.14 |
| 36 | 6,445.79 | 0.15 |
| 37 | 7,204.32 | 0.17 |
| 38 | 8,126.96 | 0.19 |
| 39 | 6,887.50 | 0.15 |
| 40–45 | 6,000.00 | 0.13 |
| 46–47 | 6,887.50 | 0.15 |
| 48–53 | 6,000.00 | 0.13 |
| 54 | 6,887.50 | 0.15 |
| 55 | 7,649.92 | 0.18 |
| 56 | 6,600.00 | 0.15 |
| 57 | 6,078.92 | 0.14 |
| 58 | 6,688.83 | 0.15 |
| 59 | 6,937.87 | 0.16 |
| 60 | 5,379.04 | 0.12 |
| 61 | 5,991.39 | 0.13 |
| 62–67 | 6,000.00 | 0.13 |
| 68 | 6,387.50 | 0.14 |
| 69 | 7,622.50 | 0.17 |
| 70–77 | 7,140.00 | 0.16 |
| 78 | 10,218.01 | 0.23 |
| 79–88 | 6,360.00 | 0.15 |
| 89 | 6,247.50 | 0.14 |
| 90 | 6,517.50 | 0.15 |
| 91–95 | 5,872.14 | 0.13 |
| 96 | 7,956.00 | 0.18 |
| 97 | 7,038.00 | 0.16 |
| 98–104 | 5,872.14 | 0.13 |
| 105–106 | 5,807.50 | 0.13 |
| 107–113 | 5,872.14 | 0.13 |
| 114 | 7,038.00 | 0.16 |
| 115 | 7,956.00 | 0.18 |
| 116–120 | 5,872.14 | 0.13 |
| 121–122 | 6,517.50 | 0.15 |
| 123–127 | 5,872.14 | 0.13 |
| 128 | 7,956.00 | 0.18 |
| 129 | 7,038.00 | 0.16 |
| 130–136 | 5,872.14 | 0.13 |
| 137–138 | 5,807.50 | 0.13 |
| 139–145 | 5,872.14 | 0.13 |
| 146 | 7,038.00 | 0.16 |
| 147 | 7,956.00 | 0.18 |
| 148–152 | 5,872.14 | 0.13 |
| 153 | 6,517.50 | 0.15 |

| LINE DATA TABLE | | |
|---|---|---|
| DATA | BEARING | LENGTH |
| L1 | N 44°36'00" E | 21.21' |
| L2 | S 45°24'00" E | 21.21' |
| L3 | S 44°36'00" W | 35.36' |
| L4 | N 45°24'00" W | 35.36' |
| L5 | N 51°54'24" E | 18.34' |

| CURVE DATA CHART | | | |
|---|---|---|---|
| CURVE | DELTA | RADIUS | LENGTH |
| "A" | 14°36'47" | 100.00' | 25.50' |
| "B" | 14°36'47" | 125.00' | 31.88' |
| "C" | 14°36'47" | 75.00' | 19.13' |
| "D" | 48°27'47" | 50.00' | 42.29' |
| "E" | 55°25'15" | 50.00' | 48.36' |
| "F" | 49°37'23" | 50.00' | 43.30' |
| "G" | 06°52'12" | 50.00' | 6.00' |
| "H" | 180°00'0" | 50.00' | 157.08' |

## INDEX OF SHEETS

SHEET 1.– HEADING INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: MAP: LOT, STREETS, AND EASEMENT LAYOUT: DESCRIPTION (METES AND BOUNDS): ENGINEER'S & SURVEYOR'S CERTIFICATION: NOTES AND RESTRICTIONS: OWNER'S DEDICATION, CERTIFICATION, PLAT ATTESTATION: CITY APPROVAL CERTIFICATE: COUNTY CLERK'S RECORDING CERTIFICATE: REVISION NOTES, HCDD NO. 1 CERTIFICATION, H.C. RIGHT OF WAY CERTIFICATE, DONNA IRRIGATION DIST. APPROVAL. NORTH ALAMO WSC STATEMENT, H.C. HEALTH DEPARTMENT CERTIFICATE

SHEET 2.– ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION) SUBDIVIDER CERTIFICATE & STATEMENT, REVISION NOTES.

SHEET 3.– DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION, CONSTRUCTION DETAILS, REVISION NOTES.

## PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE DESIGNATION: ZONE " C "
AREAS OF MINIMAL FLOODING. (NO SHADING)
COMMUNITY–PANEL NUMBER 480334 0425 C
EFFECTIVE DATE: NOVEMBER 16, 1982

2.– LEGEND ● – DENOTES 1/2"x24" IRON ROD SET WITH PLASTIC CAP STAMPED R.P.L.S. 4856, UNLESS OTHERWISE NOTED.

3.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4.– NO COMMERCIAL USE SHALL BE ALLOWED ON ANY LOTS.

5.– MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB 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.

6.– MINIMUM BUILDING SETBACK LINES:

| | |
|---|---|
| FRONT | 25.00' |
| FRONT– LOTS 69 THROUGH 77 | 60.00' |
| REAR | 15.00' |
| SIDE | 6.00' |
| SIDE ABUTTING STREET | 10.00 |
| FRONT CUL–DE–SAC | 15.00' |

OR TO EASEMENT LINE WHICHEVER IS GREATER IN ALL CASES

7.– THIS SUBDIVISION WILL BE PROVIDED BY SANITARY SEWER BY THE CITY OF DONNA.
CLEARANCES FOR WATER METERS:
AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO A RESIDENCE PRIOR TO THE COUNTY PROCESSING A FINAL CLEARANCE FOR A WATER METER. A SEWER TAP INSPECTION SHALL BE PROVIDED FROM THE ENTITY SERVICE PROVIDER PRIOR TO RECEIVING A CLEARANCE FOR WATER METER(S).

8.– DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 123,887.27 CUBIC FEET 2.84 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:
SEE DRAINAGE REPORT ON SHEET No.3.

9.– NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

10.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No.1: ELEV. =84.24 FND. C.P.S. ON MINNESOTA ROAD LOCATED AT SOUTHWEST CORNER OF THIS SUBDIVISION. N.A.V.D. 88 DATUM.
B.M. No.2– ELEVATION= 82.00 LOCATED ON 1/2" IRON ROD SET IN CONC. W/ DISK ON THE NORTHWEST CORNER OF LOT 40.

11.– 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.

12.– ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

13.– THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

14.– LOTS 1, 105, 106, 137 & 138 SHALL NOT HAVE ACCESS/DRIVEWAY ONTO MINNESOTA ROAD.

15.– A 6.0' CHAINLINK FENCE SHALL BE INSTALLED ALONG THE SOUTH SIDE OF THE DRAIN DITCH R.O.W. FOR LOTS 17 THROUGH 38 BY LOT OWNER AT BUILDING PERMIT STAGE.

16.– E.U. DENOTES UTILITY EASEMENT

## LOCATION MAP

SCALE: 1": 3000'




## LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

SAN JOAQUIN SUBDIVISION IS LOCATED IN MIDDLE HIDALGO COUNTY ON THE EAST SIDE OF VAL VERDE ROAD AND NORTH SIDE OF MINNESOTA ROAD AND APPROXIMATELY 1802.58 FEET EAST OF ITS INTERSECTION. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF DONNA. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF DONNA (POPULATION 15,798), SAN JOAQUIN SUBDIVISION LIES APPROXIMATELY 1/2 MILE FROM THE CITY LIMITS AND IT IS WITHIN THE CITY'S TWO–MILE EXTRA–TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERMENT CODE § 42.021. LIES IN PCT. 1

## PRINCIPAL CONTACTS:

| | Name | Address | City & Zip | Phone | Fax |
|---|---|---|---|---|---|
| OWNER: | HERB SCURLOCK | 3714 S. EXPRESSWAY 281 | EDINBURG, TX 78539 | (956)386–0726 | (956)380–4395 |
| ENGINEER: | EULALIO RAMIREZ | 124 E. STUBBS | EDINBURG, TX 78539 | (956) 381–6480 | (956)381–0527 |
| SURVEYOR: | ALFONSO QUINTANILLA | 124 E. STUBBS | EDINBURG, TX 78539 | (956) 381–6480 | (956)381–0527 |

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF SAN JOAQUIN SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____, 20___.

_____ _____
HIDALGO COUNTY RIGHT OF WAY DIRECTOR DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF SAN JOAQUIN SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, _____.

_____ _____
ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

REVISION NOTES

| No. | Sheet | REVISION | Date | Approved |
|---|---|---|---|---|
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| | | | | |

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 3 SHEETS | FILENAME : F:\DATA\SUBD\DONNA\SAN JOAQUIN\PLAT | | | |
|---|---|---|---|---|
| | DATE PREPARED | PREPARED BY | CHECKED BY | APPROVED BY |
| | 12–27–2012 | LG | | |
| | DATE REVISED | REVISED BY | CHECKED BY | APPROVED BY |

# SAN JOAQUIN SUBDIVISION

**A 34.00 ACRE TRACT OF LAND BEING THE WEST HALF AND THE NORTH FOURTEEN ACRES OF THE EAST HALF OF BLOCK ONE HUNDRED TWENTY-ONE (121), HILL-HALBERT SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 35, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2196343, DEED RECORDS, HIDALGO COUNTY, TEXAS.**

## FINAL ENGINEERING REPORT FOR SAN JOAQUIN SUBDIVISION:

### WATER SUPPLY: Description and Costs.

SAN JOAQUIN SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.E.W.S.C HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION. N.A.W.S.C. HAS AN EXISTING 12" DIAMETER WATERLINE LOCATED ON THE SOUTH SIDE OF MINNESOTA ROAD AND AN EXISTING 8" DIAMETER WATERLINE LOCATED ON THE NORTH SIDE OF NOEMI STREET.

THE WATER SYSTEM FOR SAN JOAQUIN SUBDIVISION, CONSIST OF A 8" DIAMETER WATERLINE THAT TAPS INTO THE EXISTING 12" DIAMETER WATERLINE ON MINNESOTA ROAD. THE 8" DIAMETER WATERLINE RUNS NORTH ALONG THE WEST SIDE OF CHRISTOPHER DRIVE. ON THE SOUTHWEST CORNER OF LOT 27, THE WATER LINE TURNS EAST AND RUNS ALONG THE NORTH SIDE OF NOEMI STREET. TO THE WEST, THE 8" DIAMETER WASTERLINE ENDS WITH A 2" FLUSH VALVE LOCATED NEAR THE SOUTHWEST CORNER OF LOT 17. TO THE EAST, THE 8" DIAMETER WATERLINE CONNECT WITH THE EXISTING 8" DIAMETER WATERLINE CONSTRUCTED DURING HUISACHE ACRES No. 6 (VOL 55, PG 155)

NEAR THE SOUTHEAST CORNER OF LOT 105, ANOTHER 8" DIAMTER WATERLINE CONNECTS TO THE 8" WATERLINE ON CHRISTOPHER DRIVE AND RUNS WEST INSIDE A 15.00 FOOT EXCLUSIVE N.A.W.S.C. EASEMENT, ENDING WITH A 2" FLUSH VALVE NEAR THE SOUTHWEST CORNER OF LOT 1. ON THE SOUTHWEST CORNER OF LOT 138, THE 8" DIAMETER WATERLINE RUNS NORTH AND SOUTH. TO THE NORTH, THE 8" DIAMETER WATERLINES RUNS ALONG THE EAST SIDE OF KATHERINE DRIVE AND CONNECTS TO THE 8" DIAMETER WATERLINE ON NOEMI STREET. TO THE SOUTH, THE 8" DIAMETER WATERLINE CROSSES MINNESTOA ROAD ANC CONNECTS WITH THE EXISTING 8" DIAMETER WATERLINE RUNNING ALONG THE SOUTH SIDE OF MINNESOTA ROAD.

NEAR THE SOUTHWEST CORNER OF LOT 24, AN 8" DIAMETER WATERLINE CONNECTS TO THE 8" DIAMETER WATERLINE ON NOEMI STREET AND RUNS SOUTH ALONG THE EAST SIDE OF PRESEY DRIVE AND CONNECTS TO THE 8" DIAMTER LINE ON THE NORTH SIDE OF MINNESOTA ROAD.

IN FRONT OF LOT 97, AN 8" DIAMETER WATERLINE CONNECTS TO THE 8" DIAMETER WATERLINE ON CHRISTOPHER DRIVE AND RUNS EAST ALONG THE NORTH SIDE OF ESTER DRIVE, ENDING WITH A 2" WATERVALVE LOCATED IN FRONT OF LOT 78.

ON THE NORTHEAST CORNER OF LOT 93, ANOTHER 8" DIAMETER WATERLINE CONNECTS TO THE 8" DIAMETER WATERLINE ON CHRISTOPHER DRIVE AND RUNS EAST ALONG THE NORTH SIDE OF ADRIAN DRIVE. ON THE SOUTHEAST CORNER OF LOT 54 THE 8" DIAMETER WATERLINE TURNS NORTH AND RUNS ALONG THE WEST SIDE OF ROGELIO DRIVE. IT CONNECTS TO THE 8" DIAMETER WATERLINE LOCATED ON THE NORTH SIDE OF NOEMI STREET.

FROM THE 8" DIAMETER WATERLINE, THERE ARE SEVENTY ONE (71) 1" DIAMETER DUAL SERVICE LINES RUN TO PAIR OF LOTS BEFORE SPLITTING INTO TWO 3/4" SERVICE LINES AND ELEVEN (11) 3/4" DIAMETER SINGLE SERVICE LINES.

THE 8" LINE, THE DUAL SERVICES, SINGLE SERVICES AND THE METER BOXES HAVE ALREADY BEEN INSTALLED, AT A TOTAL COST OF $ , OR $ PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $ , WHICH COVERS THE $ 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 NINE (9) FIRE HYDRANTS AT A UNIT COST OF $ FOR A TOTAL COST OF $ . THE ENTIRE WATER FACILITIES HAVE BEN 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 and Costs.

SAN JOAQUIN SUBDIVISION WILL BE TREATED BY WASTEWATER SERVICE FROM THE CITY OF DONNA. THE SUBDIVIDER AND THE CITY OF DONNA HAVE ENTERED INTO A CONTRACT IN WHICH THE CITY OF DONNA HAS PROMISED TO TREATE THE SUFFICIENT WASTEWATER FOR AT LEAST 30 YEARS AND THE CITY OF DONNA HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WASTEWATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION. THE CITY OF DONNA HAS AN EXISTING 10" DIAMETER SANITARY SEWER LINE THAT RUNS ALONG THE SOUTH SIDE OF MINNESOTA ROAD.

SAN JOAQUIN SUBDIVISION SANITARY SEWER LAYOUT CONSIST OF AN 8" P.V.C. SEWER LINE THAT RUNS CONNECTS TO THE EXISTING 10" SANITARY SEWER LINE ON MINNESOTA ROAD. THE 8" P.V.C. SEWER LINE RUNS 1,090.00 FEET NORTH ALONG THE EAST SIDE OF CHRISTOPHER DRIVE TO A MANHOLE NEAR THE NORTHWEST CORNER OF LOT 46. TO THE EAST, THE 8" P.V.C. SEWER LINE RUNS 483.00 FEET ALONG THE SOUTH SIDE OF NOEMI STREET, ENDING WITH A MANHOLE NEAR THE NORTHEAST CORNER OF LOT 39. TO THE WEST, THE 8" P.V.C. SEWER LINE RUNS ALONG THE SOUTH SIDE OF NOEMI STREET, ENDING WITH A MANHOLE ON THE NORTH SIDE OF LOT 121.

AN 8" P.V.C. SEWERLINE CONNECTS TO THE MANHOLE IN FRONT OF LOT 105 AND RUNS 549.00 FEET WEST ALONG THE NORTH SIDE OF MINNESOTA ROAD TO A MANHOLE LOCATED ON THE SOUTHEAST CORNER OF LOT 1. THE 8" P.V.C. SEWERLINE TURNS NORTH AND RUNS 963.00 FEET NORTH ALONG THE WEST SIDE OF KATHERINE DRIVE, ENDING WITH A MANHOLE LOCATED ON THE NORTHEAST CORNER OF LOT 16.

AN 8" P.V.C. SEWERLINE CONNECTS TO THE MANHOLE ON THE SOUTHEAST CORNER OF LOT 137 AND RUNS 946.00 FEET NORTH ALONG THE WEST SIDE OF PRESEY DRIVE TO A MANHOLE LOCATED ON THE NORTHEAST CORNER OF LOT 122. THE 8" P.V.C. SEWERLINE TURNS WEST AND RUNS 340.00 FEET ALONG THE SOUTH SIDE OF NOEMI DRIVE, ENDING WITH A MANHOLE LOCATED ON THE NORTHWEST CORNER OF LOT 16.

AN 8" P.V.C. SEWERLINE CONNECTS TO THE MANHOLE ON THE NORTHWEST CORNER OF LOT 89 AND RUNS 613.00 FEET EAST ALONG THE SOUTH SIDE OF ESTER DRIVE, ENDING WITH A MANHOLE LOCATED ON THE NORTHWEST CORNER OF LOT 79.

AN 8" P.V.C. SEWERLINE CONNECTS TO THE MANHOLE ON THE NORTHWEST CORNER OF LOT 68 AND RUNS 548.00 FEET EAST ALONG THE SOUTH SIDE OF ADRIAN DRIVE TO A MANHOLE LOCATED IN FRONT OF LOT 58. THE 8" P.V.C SEWER LINE RUNS NORTH 232.00 FEET ALONG THE EAST SIDE OF ROGELIO DRIVE. THE 8" P.V.C. SEWER LINE TURN EAST AND RUNS 57.00 FEET ENDING WITH A MANHOLE ON THE NORTH SIDE OF LOT 55

THE 8" LINE, 4" SERVICE LINE AND SANITARY SEWER MANHOLES HAVE BE INSTALLED, AT A TOTAL COST OF $ OR $ PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID THE CITY OF DONNA THE SUM OF $ WHICH COVERS THE $ PER LOT AS STATED IN THE 30 YEAR WASTE WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF THE SERVICES AND ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO THE CITY OF DONNA. THE ENTIRE WASTE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY THE CITY OF DONNA AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

### CERTIFICATION:

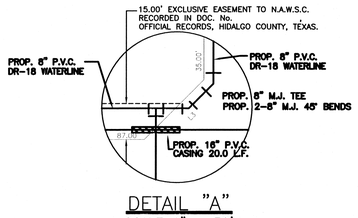
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL WATER AND SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES – THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $ WHICH EQUALS TO $ PER LOT.
SEWAGE FACILITIES – THESE FACILITIES FULLY CONSTRUCTED WILL COST A GRAND TOTAL OF $ WHICH EQUALS TO $ PER LOT.

STATE OF TEXAS · EULALIO RAMIREZ · 77062 · REGISTERED PROFESSIONAL ENGINEER

EULALIO RAMIREZ
P.E. No. 77062

6-13-13
DATE




DETAIL "A"
SCALE 1" = 30'

## REPORTE FINAL DE INGENIERIA PARA SAN JOAQUIN SUBDIVISION:

### PROVISION DE AGUA: Descripcion y Gastos.

LA SUBDIVISIÓN SAN JOAQUIN SUBDIVISION RECIBIRÁ SU PROVISIÓN DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (THE CITY OF DONNA). EL DUEÑO DE LA SUBDIVISIÓN Y THE CITY OF DONNA HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ SU PROVISIÓN DE AGUA POR LOS PRÓXIMOS 30 AÑOS. THE CITY OF DONNA HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN. THE CITY OF DONNA CUENTA CON UNA LINEA DE AGUA EXISTENTE DE 12" DE DIAMETRO QUE CORRE POR EL LADO SUR DE LA CALLE MINNESOTA ROAD Y UNA LINEA DE AGUA EXISTENTE DE 8" DE DIAMETRO QUE CORRE POR EL LADO NORTE DE LA CALLE NOEMI ROAD.

EL SISTEMA DE AGUA PARA SAN JOAQUIN SUBDIVISION, CONSISTE DE UNA LINEA DE 8" DE DIAMETRO QUE SE CONECTA CON LA LINEA DE AGUA EXISTENTE DE 12" DE DIAMETRO Y CORRE HACIA EL NORTE POR EL LADO OESTE DE LA CHRISTOPHER DRIVE. EN LA ESQUINA SUDOESTE DE LOT 27, LA LINEA DE AGUA DE 8" DE DIAMETRO VOLTEA ESTE Y OESTE Y CORRE POR EL LADO NORTE DE LA CALLE NOEMI STREET. AL OESTE, LA LINEA DE AGUA DE 8" DE DIAMETRO TERMINA CON UNA VALVULA DE 2" DE DIAMETRO LOCALIZADA EN LA ESQUINA SUDOESTE DE LOT 17. AL ESTE, LA LINEA DE AGUA DE 8" DE DIAMETRO CONNECTA CON LA LINEA DE AGUA EXISTENTE DE 8" DE DIAMETRO QUE CORRE POR EL LADO NORTE DE LA CALLE NOEMI ROAD.

EN LA ESQUINA SUDESTE DE LOT 105, OTRA LINEA DE AGUA DE 8" DE DIAMETRO CONNECTA CON LA LINEA DE AGUA DE 8" DE DIAMETRO Y CORRE OESTE ADENTRO DE UN EASEMENT DE 15.00 PIES DE THE CITY OF DONNA EN LA ESQUINA SUDO ESTE DE LOT 138, LA LINEA DE AGUA DE 8" DE DIAMETRO CORRE NORTE POR EL LADO ESTE DE KATHERINE DRIVE Y CONNECTA CON LA LINEA DE AGUA DE 8" DE DIAMETRO EN NOEMI STREET.

EN FRENTE DE LOT 97, UNA LINEA DE AGUA DE 8" DE DIAMETRO CONNECTA CON LA LINEA DE AGUA DE 8" DE DIAMETRO EN CHRISTOPHER DRIVE Y CORRE ESTE POR EL LADO NORTE DE LA CALLE ESTER DRIVE. LA LINEA DE AGUA DE 8" DE DIAMETRO TERMINA CON UNA VALVULA DE 2" DE DIAMETRO LOCALIZADA EN FRENTE DE LOT 78.

EN LA ESQUINA NORESTE DE LOT 93, UNA LINEA DE AGUA DE 8" DE DIAMETRO CONNECTA CON LA LINEA DE AGUA DE 8" DE DIAMETRO EN CHRISTOPHER DRIVE Y CORRE ESTE POR EL LADO NORTE DE LA CALLE ADRIAN DRIVE. EN LA ESQUINA SUD ESTE DE LOT 54, LA LINEA DE AGUA DE 8" DE DIAMETRO VOLTEA NORTE Y CORRE POR EL LADO OESTE DE ROGELIO DRIVE. LA LINEA DE AGUA DE 8" DE DIAMETRO CONNECTA CON LA LINEA DE AGUA DE 8" DE DIAMETRO EN NOEMI STREET.

DEL CONDUCTO DE AGUA DE 8 PULGADAS SE PRODUCEN SEVENTA Y UNO (71) DOBLE-CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO. ESTOS CONDUCTOS SE SEPARAN PARA PRODUCIR DOS CONDUCTOS DE AGUA DE 3/4 DE PULGADA DE DIÁMETRO PARA CADA LOTE. TAMBIEN HAY ONCE (11) CONDUCTOS INDIVIDUALES DE AGUA DE 3/4 DE PULGADA DE DIÁMETRO PARA CADA LOTE

SE HAN INSTALADO LAS LINEAS DE AGUA DE 8 PULGADAS DE DIÁMETRO, LOS DOBLE-CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO, EL CONDUCTO DE 3/4" DE PULGADA DE DIÁMETRO, Y LOS CAJAS DE MEDIDORES MECÁNICOS DE AGUA A UN COSTO TOTAL DE US$ O US$ POR LOTE EL DUEÑO DE LA SUBDIVISIÓN TAMBIEN LE HA PAGADO A LA COMPAÑIA THE CITY OF DONNA US$ QUE CUBRE EL COSTO DEL MEDIDOR MECÁNICO DE AGUA PARA CADA LOTE, US$ . 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 THE CITY OF DONNA LO INSTALARA SIN ALGÚN GASTO AL DUEÑO. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN HA INSTALADO NUEVE (9) BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE US$ POR CADA UNO CUAL GASTA UNA CANTIDAD TOTAL US$ . 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.

### SERVICIO DE DRENAJE: Descripcion y Costos.

LA SUBDIVISIÓN SAN JOAQUIN SUBDIVISION RECIBIRÁ SU PROVISIÓN DE DRENAJE SANITARIO DE N.A.W.S.C.. EL DUEÑO DE LA SUBDIVISIÓN Y N.A.W.S.C. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ SU PROVISIÓN DE DRENAJE SANITARIO POR LOS PRÓXIMOS 30 AÑOS. N.A.W.S.C. HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE DRENAJE SANITARIO ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN. N.A.W.S.C. TIENE UN LINEA DE DRENAJE SANITARIO EXISTENTE DE 10" DE DIAMETRO QUE CORRE POR EL LADO SUR LA CALLE MINNESOTA ROAD.

EL SISTEMA SANITARIO PARA LA SUBDIVISION SAN JOAQUIN SUBDIVISION, CONSISTE DE UNA LINEA DE DRENAJE DE 8" DE DIAMETRO QUE CONNECTA CON LA LINEA DE DRENAJE SANITARIO EXISTENTE DE 10" DE DIAMETRO. LA LINEA DE DRENAJE DE 8" DE DIAMETRO CORRE HACIA NORTE 1,090.00 FEET POR EL LADO ESTE DE LA CALLE CHRISTOPHER DRIVE A UN ALCANTARILLA LOCALIZADA EN LA ESQUINA NOROESTE DE LOT 46. AL OESTE, LA LINEA DE DRENAJE DE 8" DE DIAMETRO CORRE 483.00 PIES POR EL LADO SUR DE LA CALLE NOEMI STREET, TERMINANDO CON UNA ALCANTARILLA EN LA ESQUINA NORESTE DE LOT 39. AL ESTE, LA LINEA DE DRENAJE DE 8" DE DIAMETRO CORRE 195.00 PIES POR EL LADO SUR DE LA CALLE NOEMI STREET, TERMINANDO CON UNA ALCANTARILLA EN FRENTE DE LOT 121.

UNA LINEA DE DRENAJE DE 8" DE DIAMETRO CONNECTA CON UNA ALCANTARILLA LOCALIZADA EN FRENTE DE LOT 105 Y CORRE 549.00 PIES OESTE POR EL LADO NORTE DE LA MINNESOTA ROAD A UN ALCANTARILLA LOCALIZADOA EN LA ESQUINA SUDESTE DE LOTE 1. LA LINEA DE DRENAJE DE 8" DE DIAMETRO VOLTEA NORTE Y CORRE 963.00 PIES POR EL LADO OESTE DE KATHERINE DRIVE TERMINANDO CON UNA ALCANTARILLA EN LA ESQUINA NORESTE DE LOT 16.

UNA LINEA DE DRENAJE DE 8" DE DIAMETRO CONNECTA CON UNA ALCANTARILLA LOCALIZADA EN LA ESQUINA SUDESTE DE LOT 137 Y CORRE 946.00 PIES NORTE POR EL LADO OESTE DE LA PRESEY DRIVE A UN ALCANTARILLA LOCALIZADOA EN LA ESQUINA NOR ESTE DE LOTE 122. LA LINEA DE DRENAJE DE 8" DE DIAMETRO VOLTEA OESTE Y CORRE 340.00 PIES POR EL LADO SUR DE NOEMI STREET TERMINANDO CON UNA ALCANTARILLA EN LA ESQUINA NOROESTE DE LOT 16.

UNA LINEA DE DRENAJE DE 8" DE DIAMETRO CONNECTA CON UNA ALCANTARILLA LOCALIZADA EN LA ESQUINA NOROESTE DE LOT 89 Y CORRE 613.00 PIES ESTE POR EL LADO SUR DE LA ESTER DRIVE A UN ALCANTARILLA LOCALIZADOA EN LA ESQUINA NOROESTE DE LOTE 79.

UNA LINEA DE DRENAJE DE 8" DE DIAMETRO CONNECTA CON UNA ALCANTARILLA LOCALIZADA EN LA ESQUINA NOROESTE DE LOT 68 Y CORRE 548.00 PIES ESTE POR EL LADO SUR DE LA ADRIAN DRIVE A UN ALCANTARILLA LOCALIZADOA EN FRENTE DE LOTE 78. LA LINEA DE DRENAJE DE 8" DE DIAMETRO CORRE HACIA NORTE 232.00 FEET POR EL LADO ESTE DE LA CALLE ROGELIO DRIVE A UN ALCANTARILLA. LA LINEA DE DRENAJE DE 8" DE DIAMETRO VOLTEA ESTE Y CORRE HACIA 57.00 FEET TERMINANDO CON UNA ALCANTARILLA EN FRENTE DE LOT 55.

DE ESTAS LÍNEAS DE DRENAJE SANITARIO DE 8 PULGADAS, CIENTO CINCUENTA TRES (153) LÍNEAS DE SERVICIO DE 4 PULGADAS SERÁN EXTENDIDAS HA CADA LOTE. LA LÍNEAS DE 8 PULGADAS, DE 4 PULGADAS Y ALCANTARILLAS HAN SIDO INSTALADAS, HA UN COSTO TOTAL DE US$ O US$ POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIEN LE HA PAGADO A N.A.W.S.C. UN COSTO TOTAL DE US$ , O US$ POR LOTE. EL SISTEMA DE DRENAJE SANITARIO ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO

### CERTIFICACION

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 US$ O US$ POR LOTE

DRENAJE: SE ESTIMA QUE EL DRENAJE COSTARA UN COSTO TOTAL DE US$ O US$ POR LOT

STATE OF TEXAS · EULALIO RAMIREZ · 77062 · REGISTERED PROFESSIONAL ENGINEER

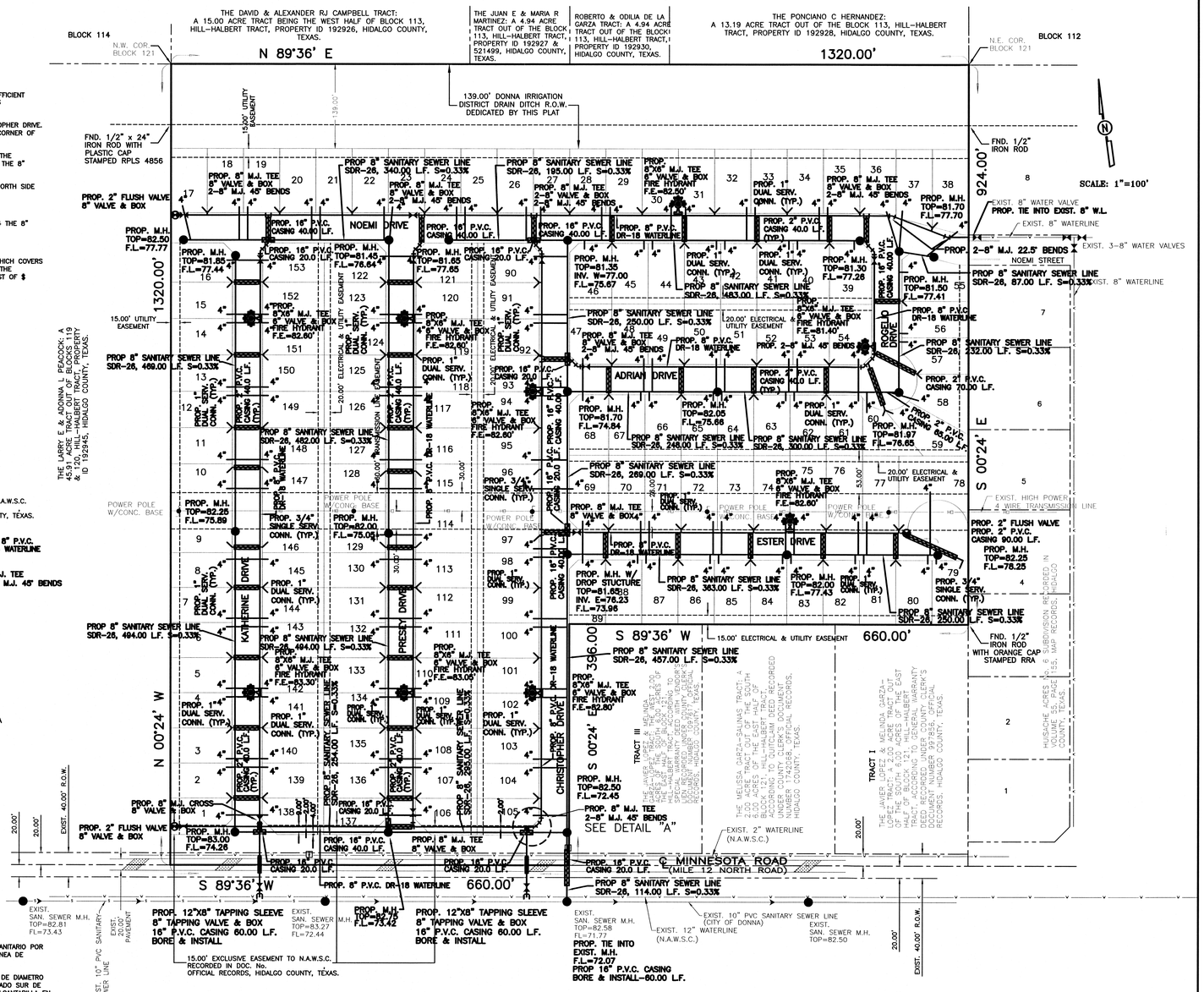
EULALIO RAMIREZ
P.E. No. 77062

6-13-13
DATE

REVISION NOTES

| No. | Sheet | REVISION | Date | Approved |
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## 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 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), HERB SCURLOCK SUBDIVIDERS OF SAN JOAQUIN SUBDIVISION HEREBY CERTIFY SEWER FEES. AS APPLICABLE, HAVE BEEN PAID AND COPIES OF RECEIPTS ARE ON FILE WITH THE HIDALGO COUNTY PLANNING DEPARTMENT AND THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS TO THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

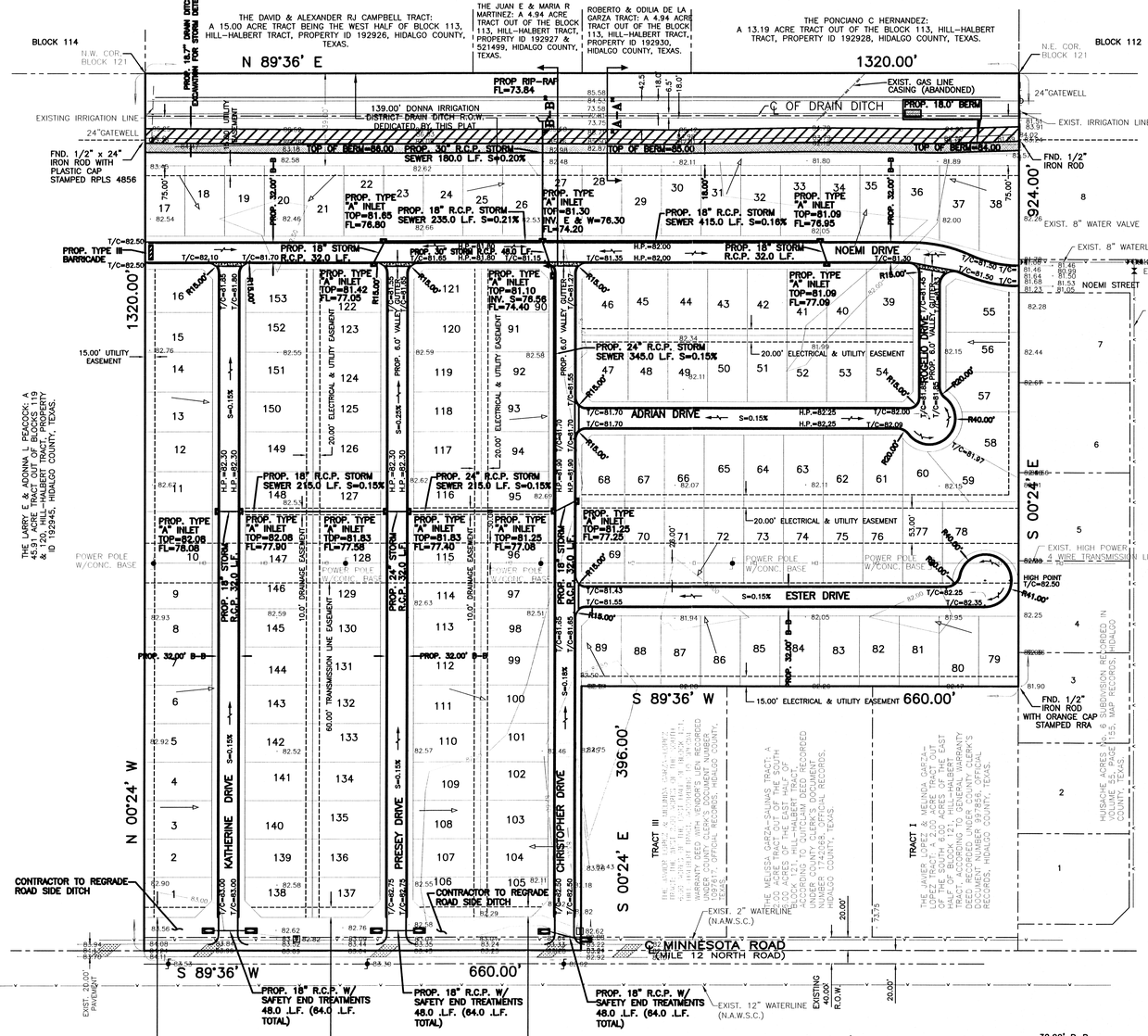
HERB SCURLOCK
3714 S. EXPRESSWAY 281
EDINBURG TX, 78539

DATE

### STATE OF TEXAS
### COUNTY OF HIDALGO

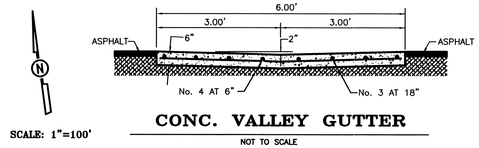
**BEFORE ME,** the undersigned notary public, on this day personally appeared HERB SCURLOCK proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that she executed the same for the pur

# MAP OF TOPOGRAPHY AND DRAINAGE / MAPA DE TOPOGRAFIA Y DRENAJE




# SAN JOAQUIN SUBDIVISION

**A 34.00 ACRE TRACT OF LAND BEING THE WEST HALF AND THE NORTH FOURTEEN ACRES OF THE EAST HALF OF BLOCK ONE HUNDRED TWENTY-ONE (121), HILL-HALBERT SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 35, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2196343, DEED RECORDS, HIDALGO COUNTY, TEXAS.**

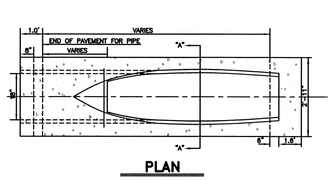




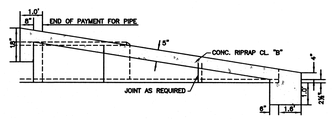


## CONC. VALLEY GUTTER

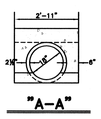
NOT TO SCALE




## PLAN

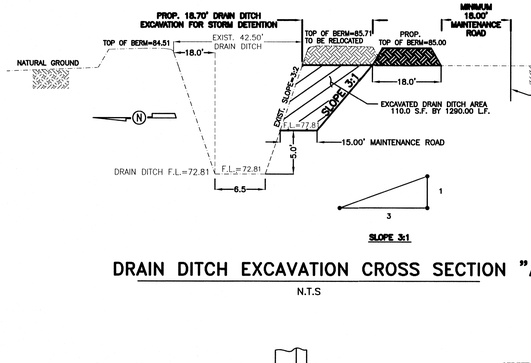



## ELEVATION



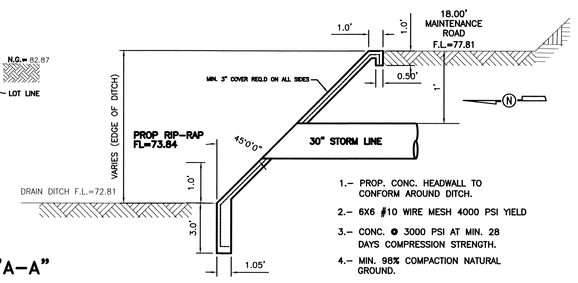

## SAFETY END TREATMENT

NOT TO SCALE



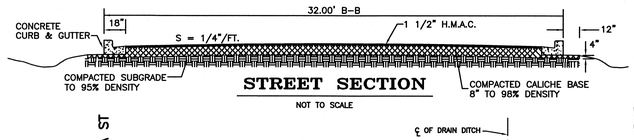

## DRAIN DITCH EXCAVATION CROSS SECTION "A-A"

N.T.S



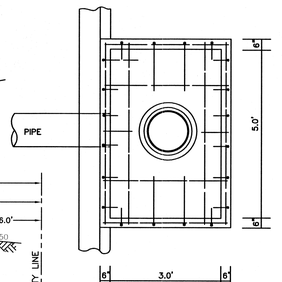

## STORM DISCHARGE STRUCTURE

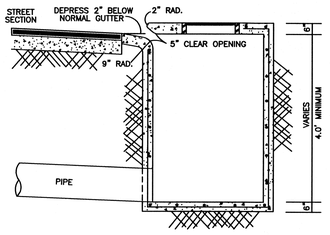
NOT TO SCALE




## STREET SECTION

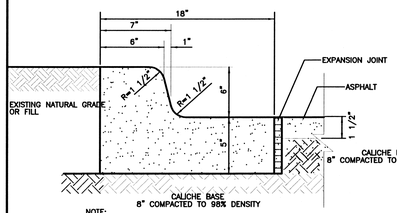
NOT TO SCALE



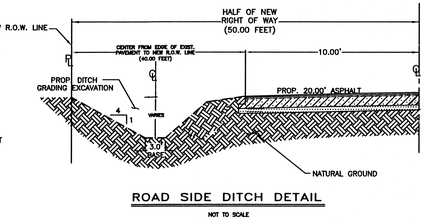

## TYPE "A" INLET DETAIL

NOT TO SCALE




## INTEGRAL CURB & GUTTER

(NOT TO SCALE)




## ROAD SIDE DITCH DETAIL

NOT TO SCALE

## COST ESTIMATE

WATER DISTRIBUTION: $_____

DRAINAGE IMPROVEMENTS: $_____

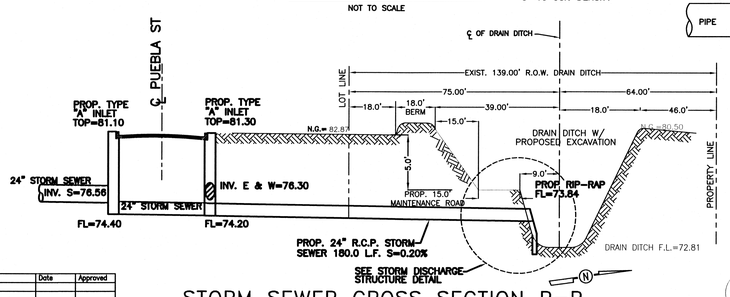
PAVING IMPROVEMENTS: $_____

SANITARY SEWER $_____

⟵ FLOW DIRECTION OF WATER

REVISION NOTES

| No. | Sheet | REVISION | Date | Approved |
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## STORM SEWER CROSS SECTION B-B

NOT TO SCALE


QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00

LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM


DRAINAGE REPORT FOR SAN JOAQUIN SUBDIVISION
BY: EULALIO RAMIREZ, P.E.

DRAINAGE REPORT
FOR
SAN JOAQUIN SUBDIVISION

San Joaquin Subdivision is a 34.00 acre tract of land being the west half and the north fourteen acres of the east half of block one hundred twenty-one (121), Hill-Halbert Subdivision, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 1, Page 35, and according to warranty deed with vendor's lien recorded in Document Number 2196343, deed records, Hidalgo County, Texas This subdivision is located on the North side of Minnesota Road approximately 1,802 feet east of Val Verde Road. The proposed subdivision will consist of 153 residential lots.

The tract is Zone "C" as per FEMA Flood Insurance Rate Map, Community Panel No. 480334 0425 C, dated on November 16, 1982.

This soil is sandy clay loam and clay loam. This soil is well drained. Permeability is moderate. Plasticity Index has a range of 11-30. See attached Soil Survey of Hidalgo County, Texas tables.

Presently, the site has very minimal runoff. The existing runoff for the proposed subdivision is Q= 10.11 cubic feet per second based on a 10-year storm.

After development the runoff will be Q= 40.77 cubic feet per second for an increase of Q= 30.66 cubic feet per second. Detention will be 123,887.27 cubic feet (2.84 acre feet) and will be accomplished by excavating this volume within the existing Donna Irrigation Drain Ditch located on the north side of this development. Street runoff will flow into proposed type "A" inlets that drain into a proposed storm sewer system consisting of 18 inch and 24 inch drain lines. The proposed drain lines will drain into an existing Donna Irrigation Drain Ditch located north of this subdivision.

THE COUNTY DRAINAGE DITCH FLOWS NORTH THEN EAST. THE DRAINAGE DITCH CARRIES WATER EASTWARD WHERE IT EMPTIES INTO LAGUNA MADRE. THE 10 YEAR FLOOD IS CONTAINED WITHIN THE RIGHT-OF-WAY OF STREET AND WITHIN THE DRAINAGE SWALES OF THE SUBDIVISION AS SHOWN BELOW. A RESTRICTIVE COVENANT (SET OUT ON SHEET 1 UNDER PLAT NOTES AND RESTRICTIONS) PROHIBITS THE CONSTRUCTION OF RESIDENTIAL HOUSING IN ANY AREA OF THE SUBDIVISION THAT IS IN A FLOODPLAIN UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968. AS FURTHER NOTED ON SHEET 1, THE FINISHED FLOOR ELEVATION OF EACH HOUSE IS REQUIRED TO BE AT LEAST 18 INCHES ABOVE THE TOP OF THE AVERAGE HEIGHT OF THE CURB IN FRONT OF THE LOT. THESE MEASURES PROVIDE POSITIVE DRAINAGE AWAY FROM ALL BUILDINGS, AVOID CONCENTRATING RUNOFF ONTO OTHER LOTS, AND COORDINATE INDIVIDUAL LOT DRAINAGE WITH THE GENERAL STORM DRAINAGE PATTERN FOR THE AREA. THE MAP BELOW ILLUSTRATES THE FLOW PATTERNS FOR THE RUNOFF.

**CERTIFICATION:**

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100-YEAR FLOODPLAIN FOR ZONE "C" [AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN] AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0425 C (NOVEMBER 16, 1982) IS CONTAINED WITHIN THE RIGHT-OF-WAY OF STREET AND WITHIN THE DRAINAGE OF THE SUBDIVISION, AS SHOWN BELOW.

STATE OF TEXAS
EULALIO RAMIREZ
77062
REGISTERED PROFESSIONAL ENGINEER

EULALIO RAMIREZ
P.E. No. 77062

6-13-13
DATE

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

| SHEET NO. | FILENAME: F:\DATA\SUBDIVS\DONNA\LA VICTORIA\B-PLAT | | | |
|---|---|---|---|---|
| 3 OF 3 | DATE PREPARED | PREPARED BY | CHECKED BY | APPROVED BY |
| | MAY. 12, 2005. | MARTHA G. | | |
| | DATE REVISED | | 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:** 07-02-2013

PROPOSED VILLA RAMA PHASE 6 SUBDIVISION, PRECINCT No. 3.

ENGINEER: MELDEN & HUNT, INC. DEVELOPER: RICK MARTIN

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: 48 ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: Approximately ¼ mile South of U.S. Express way 83 & ¼ mile West on Silver Spur Rd.

SUBDIVISION LIES WITHIN THE:
☐ *The rural area of the County.*
☐ *ETJ of _____ and was approved administratively by said City.*
☒ *ETJ of Palmview and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON 05-23-2013 PROPERTY LIES WITHIN FLOOD ZONE: "C" AS PER FEMA.

DRAINAGE DESIGN: Drainage will be accomplished by inlets along Jordyn & Lauren Drive, flow will be traveling south discharging to a existing pond.

DISTANCE TO A DRAIN DITCH: Is approximate 4 miles Northwest from subdivision development.

ROAD R.O.W. DEDICATION: 10 feet along the West side of Silver Spur Rd.

H.C.R.O.W. PRELIMINARY APPROVAL DATE: 05-24-2013 : By, Victor Gallardo R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: 04-11-2013 By Elizardo "Chardo" Ramos Environmental Health Division Manager

SEWER SYSTEM: ☒SANITARY SEWER BY: H.C.M.U.D #1 LINE SIZE: 8" LOCATION: South East end of Villa Rama East Rd.

WATER SERVICE PROVIDER: H.C.M.U.D #1 LINE SIZE: 6" LOCATION: North side of Villa Rama East Rd.

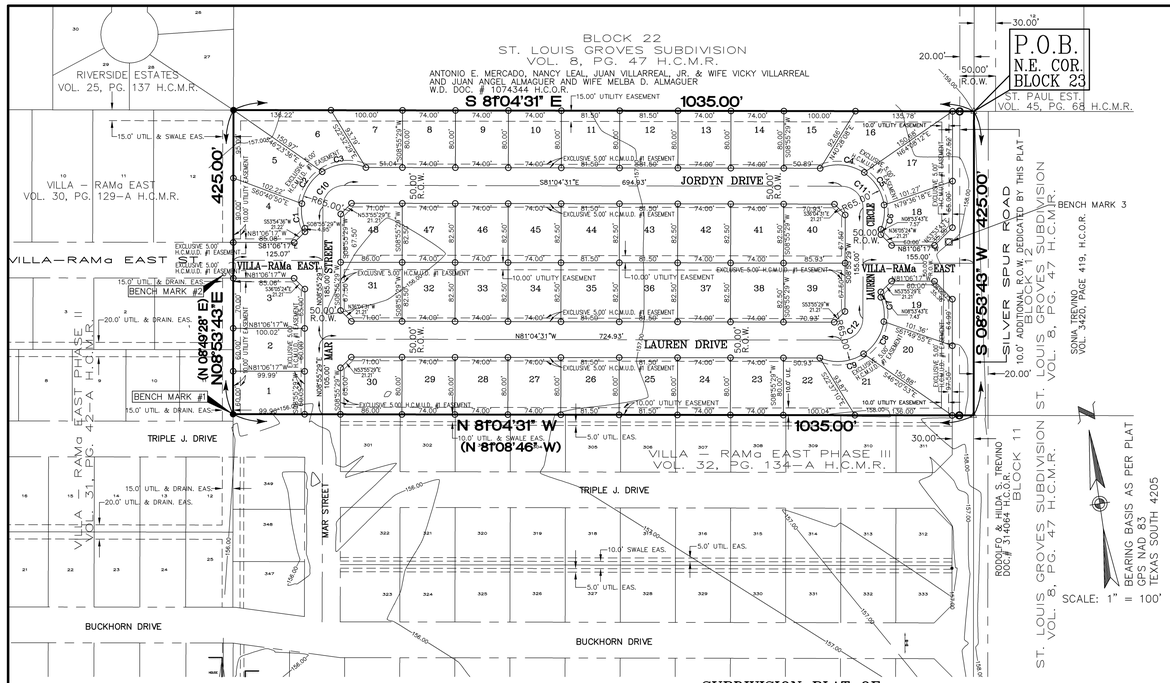
H.C.O.E.C. PRELIMINARY APPROVAL DATE: 5-10-2013 : By Martin Ramirez, Environmental Compliance Coordinator
☒**LARGE CONSTRUCTION**
*The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.*

REQUEST FOR FINAL APPROVAL WITH:
☐ **Cash Deposit:** *Amount:$_____For:* ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS
☐**A Letter of Credit** *Financial Institution:* _____ *L.O.C No.* _____
*Amount: $_____For:* ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY ADVISORY BOARD ON: ***JUNE 18, 2013.***

STAFF RECOMMENDS:
☒ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of Palmview.*
☐ **Final Approval** *subject to recommendations other departments*
☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*




# SUBDIVISION PLAT OF
# VILLA RAMa PHASE 6 SUBDIVISION

A RESUBDIVISION OF 10.098 ACRES
BEING ALL OF BLOCK 23
ST. LOUIS GROVES SUBDIVISION
AS RECORDED IN
VOLUME 8, PAGE 47, H.C.M.R.,
HIDALGO COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 10.098 ACRES SITUATED IN THE COUNTY OF HIDALGO, TEXAS, BEING ALL OF BLOCK 23, ST. LOUIS GROVES SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 8, PAGE 41, HIDALGO COUNTY MAP RECORDS, SAID 10.098 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

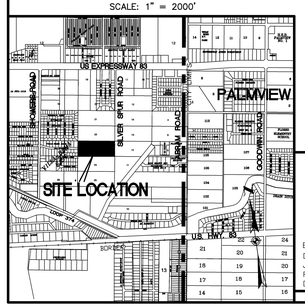
BEGINNING AT A COTTON PICKER SPINDLE SET AT THE NORTHEAST CORNER OF BLOCK 23, ST. LOUIS GROVES SUBDIVISION, FOR THE NORTHEAST CORNER OF THIS TRACT;

1. THENCE, S 08° 53' 43" W ALONG THE EAST LINE OF SAID BLOCK 23 AND WITHIN SILVER SPUR ROAD RIGHT–OF–WAY, A DISTANCE OF 425.00 FEET TO A COTTON PICKER SPINDLE SET FOR THE SOUTHEAST CORNER OF THIS TRACT;
2. THENCE, N 81° 04' 31" W (N 81°08'46" W) ALONG THE SOUTH LINE OF SIDE BLOCK 23 AND THE NORTH LINE OF VILLA RAMa EAST PHASE III AS RECORDED IN VOLUME 32, PAGE 134–A H.C.M.R., AT A DISTANCE OF 20.00 FEET PASS A No. 5 REBAR FOUND ON THE EXISTING WEST RIGHT–OF–WAY LINE OF SILVER SPUR ROAD, AT A DISTANCE OF 935.04 FEET PASS THE EAST RIGHT–OF–WAY OF MAR STREET, AT A DISTANCE OF 985.04 FEET PASS THE WEST RIGHT–OF–WAY LINE OF MAR STREET AND CONTINUING A TOTAL DISTANCE OF 1035.00 FEET TO A No. 4 REBAR FOUND ON THE SOUTHWEST CORNER OF SAID BLOCK 23, FOR THE SOUTHWEST CORNER OF THIS TRACT;
3. THENCE, N 08° 53' 43" E (N 08°49'28"E) ALONG THE WEST LINE OF SAID BLOCK 23 AT A DISTANCE OF 200.00 FEET PASS THE SOUTH RIGHT–OF–WAY LINE OF VILLA–RAMA EAST STREET, AT A DISTANCE OF 250.00 FEET PASS THE NORTH RIGHT–OF–WAY LINE OF SAID VILLA–RAMA EAST STREET, CONTINUING A TOTAL DISTANCE OF 425.00 FEET TO A NO. 4 REBAR FOUND FOR THE NORTHWEST OF SAID BLOCK 23 AND THE NORTHWEST CORNER OF THIS TRACT;
4. THENCE, S 81° 04' 31" E ALONG THE NORTH LINE OF SAID BLOCK 23, AT A DISTANCE OF 1015.00 FEET PASS A No. 5 REBAR FOUND ON THE EXISTING WEST RIGHT–OF–WAY LINE OF SAID SILVER SPUR ROAD, CONTINUING A TOTAL DISTANCE OF 1035.00 FEET TO A THE POINT OF BEGINNING, AND CONTAINING 10.098 ACRES, OF WHICH 0.195 OF ONE ACRE (8500.00 SQ.FT.) LIES IN THE EXISTING RIGHT–OF–WAY OF SAID SILVER SPUR ROAD, LEAVING A NET OF 9.903 ACRES OF LAND, MORE OR LESS.

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

VILLA RAMa PHASE 6 SUBDIVISION IS LOCATED IN THE SOUTHWESTERN AREA OF THE HIDALGO COUNTY, APPROXIMATELY 2090 FEET SOUTH OF U.S. EXPRESSWAY 83, AND 2020 FEET WEST OF ABRAM ROAD. THE NEARBY MUNICIPALITY IS THE CITY OF PALMVIEW, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF PALMVIEW (POPULATION 4,421 2005 CENSUS), VILLA RAMa PHASE 6 SUBDIVISION LIES OUTSIDE THE CITY LIMITS (AND IS WITHIN THE 2 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021. THIS SUBDIVISION FALLS WITHIN PRECINCT 3.

## LOCATION MAP
SCALE: 1" = 2000'




LEGEND

- ● FOUND No. 4 REBAR
- ○ SET No.4 REBAR W/PLASTIC CAP STAMPED MELDEN & HUNT
- ⊗ FOUND No. 5 REBAR

ABBREVIATION "U.E." STANDS FOR "UTILITY EASEMENT"

△ COTTON PICKER SPINDLE SET

| Curve Table | | | | | | |
|---|---|---|---|---|---|---|
| Curve # | Delta | Radius | Length | Chord Bearing | Chord Length | Tangent |
| C1 | 30° 54' 58" | 65.00' | 35.07' | S7° 03' 42"E | 34.65' | 17.97' |
| C2 | 48° 02' 09" | 65.00' | 54.49' | S32° 24' 52"W | 52.91' | 28.96' |
| C3 | 56° 17' 16" | 65.00' | 63.86' | S84° 34' 34"W | 61.32' | 34.77' |
| C4 | 56° 23' 51" | 65.00' | 63.98' | N84° 19' 15"W | 61.43' | 34.85' |
| C5 | 48° 16' 48" | 65.00' | 54.77' | N31° 58' 56"W | 53.17' | 29.13' |
| C6 | 30° 33' 44" | 65.00' | 34.67' | N7° 26' 20"E | 34.26' | 17.76' |
| C7 | 30° 39' 44" | 65.00' | 34.79' | N7° 11' 19"W | 34.37' | 17.82' |
| C8 | 48° 12' 49" | 65.00' | 54.70' | N32° 14' 58"E | 53.10' | 29.09' |
| C9 | 56° 21' 50" | 65.00' | 63.94' | N84° 32' 17"E | 61.40' | 34.83' |
| C10 | 90° 00' 00" | 30.00' | 47.12' | S45° 06' 01"W | 42.43' | 30.00' |
| C11 | 90° 00' 00" | 30.00' | 47.12' | N44° 53' 59"W | 42.43' | 30.00' |
| C12 | 90° 00' 00" | 30.00' | 47.12' | N45° 06' 01"E | 42.43' | 30.00' |

| Lot Area Table | | |
|---|---|---|
| Lot # | SQ. FT. | Area |
| 1 | 6001.03 | 0.138 |
| 2 | 6000.31 | 0.138 |
| 3 | 6890.20 | 0.158 |
| 4 | 6905.36 | 0.159 |
| 5 | 8340.34 | 0.191 |
| 6 | 8118.57 | 0.186 |
| 7 | 6041.64 | 0.139 |
| 8 | 5920.00 | 0.136 |
| 9 | 5920.00 | 0.136 |
| 10 | 5920.00 | 0.136 |
| 11 | 6520.00 | 0.150 |
| 12 | 6520.00 | 0.150 |
| 13 | 5920.00 | 0.136 |
| 14 | 5920.00 | 0.136 |
| 15 | 6035.63 | 0.139 |
| 16 | 8108.99 | 0.186 |
| 17 | 8458.20 | 0.194 |
| 18 | 6699.80 | 0.154 |
| 19 | 6702.49 | 0.154 |
| 20 | 8463.47 | 0.194 |
| 21 | 8115.69 | 0.186 |
| 22 | 6038.92 | 0.139 |
| 23 | 5920.00 | 0.136 |
| 24 | 5920.00 | 0.136 |

| Lot Area Table | | |
|---|---|---|
| Lot # | SQ. FT. | Area |
| 25 | 6520.00 | 0.150 |
| 26 | 6520.00 | 0.150 |
| 27 | 5920.00 | 0.136 |
| 28 | 5920.00 | 0.136 |
| 29 | 5920.00 | 0.136 |
| 30 | 6767.50 | 0.155 |
| 31 | 6982.50 | 0.160 |
| 32 | 6105.00 | 0.140 |
| 33 | 6105.00 | 0.140 |
| 34 | 6105.00 | 0.140 |
| 35 | 6723.75 | 0.154 |
| 36 | 6723.75 | 0.154 |
| 37 | 6105.00 | 0.140 |
| 38 | 6105.00 | 0.140 |
| 39 | 6976.88 | 0.160 |
| 40 | 6976.88 | 0.160 |
| 41 | 6105.00 | 0.140 |
| 42 | 6105.00 | 0.140 |
| 43 | 6723.75 | 0.154 |
| 44 | 6723.75 | 0.154 |
| 45 | 6105.00 | 0.140 |
| 46 | 6105.00 | 0.140 |
| 47 | 6105.00 | 0.140 |
| 48 | 6982.50 | 0.160 |

INDEX TO SHEET OF: VILLA RAMa PHASE 6 SUBDIVISION

SHEET 1: HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP; LOTS, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION CERTIFICATION AND ATTESTATION; SURVEYOR'S CERTIFICATION, ENGINEER'S CERTIFICATION; HIDALGO COUNTY CERTIFICATION; HIDALGO COUNTY RIGHT–OF–WAY DEPARTMENT APPROVAL; HIDALGO COUNTY DRAINAGE DISTRICT # 1 CERTIFICATION; HIDALGO COUNTY MUNICIPAL UTILITY DISTRICT No. 1 APPROVAL; CITY OF PALMVIEW MAYOR'S CERTIFICATION; CITY OF PALMVIEW PLANNING AND ZONING BOARD APPROVAL; CLERK'S RECORDING CERTIFICATION.

SHEET 2: WATER DISTRIBUTION SYSTEM DESIGN; ENGINEER'S REPORT AND CERTIFICATION (ENGLISH AND SPANISH); WATER DETAILS.

SHEET 3: SANITARY SEWER COLLECTION SYSTEM DESIGN; ENGINEER'S REPORT AND CERTIFICATION (ENGLISH AND SPANISH); SUBDIVIDER CERTIFICATION AND STATEMENT; SANITARY SEWER DETAILS.

SHEET 4: TOPOGRAPHY, PAVING AND STORM DRAINAGE DESIGN; DRAINAGE REPORT, INCLUDING CALCULATIONS; STORM DRAINAGE AND PAVING DETAILS, ENGINEER'S CERTIFICATION.


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BOOK T– 838 PG. 40–41
DATE: 02–03–2010
JOB No. 07152
FILE NAME: 07152–PLAT
DRAWN BY: J. D' Z./C.M.

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DRAWN BY: _____ DATE: 05–21–2013
SURVEYED, CHECKED BY: _____ DATE: _____
FINAL CHECK: _____ DATE: _____

| PRINCIPAL CONTACTS | NAME | ADDRESS | CITY & ZIP | PHONE | FAX |
|---|---|---|---|---|---|
| OWNER: | RICK MARTIN DBA VILLA RAMa SUBDIVISION | 7208 W. EXPRESSWAY 83 | MISSION, TX 78572 | (956) 585–0531 | (956) 585–0563 |
| ENGINEER: | FRED L. KURTH | 115 W. McINTYRE | EDINBURG, TX 78541 | (956) 381–0981 | (956) 381–1839 |
| SURVEYOR: | FRED L. KURTH | 115 W. McINTYRE | EDINBURG, TX 78541 | (956) 381–0981 | (956) 381–1839 |

HIDALGO COUNTY GENERAL SUBDIVISION PLAT NOTES

1. FLOOD ZONE STATEMENT: FLOOD ZONE DESIGNATION: ZONE "C" ZONE "C" AREAS OF MINIMAL FLOODING COMMUNITY–PANEL NO. 480334 0400 C EFFECTIVE DATE: NOVEMBER 16, 1982.
THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT–OF–WAY ARE WITHIN THE 100–YEAR FLOOD PLAIN.
COMMUNITY–PANEL NO. 480334 0400 C EFFECTIVE DATE: NOVEMBER 16, 1982 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR HAVE IDENTIFIED NO OTHER AREAS AS SHOWN ON THIS PLAT ARE WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100–YEAR FLOOD PLAIN.
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100–YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2. SETBACKS:
FRONT: 25.00 FEET.
GARAGE 18.00 FEET
REAR: 10.00 FEET OR EASEMENT WHICHEVER IS GREATER
SIDE: 6.00 FEET OR EASEMENT WHICHEVER IS GREATER
CORNER SIDE: 10.00 FEET OR EASEMENT WHICHEVER IS GREATER

3. NO MORE THAN ONE–SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4. NO COMMERCIAL USE SHALL BE ALLOWED ON ALL INTERNAL LOTS 1 THROUGH 48.

5. 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.

6. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No. 1 – FOUND "X" MARK ON CONCRETE, LOCATED AT THE SOUTHWEST CORNER OF THIS SUBDIVISION.
NORTHING=16609444.73350 EASTING=1014014.24857 ELEVATION=156.84

B.M. No. 2 – TOP OF EXISTING SANITARY SEWER MANHOLE LOCATED ON THE SOUTH SIDE OF VILLA–RAMA EAST ST, APPROXIMATELY 229 FEET SOUTH AND 13 FEET WEST FROM THE NORTHWEST CORNER OF THIS SUBDIVISION.
NORTHING=16609640.04650, EASTING=1014031.85422, ELEVATION=156.61

B.M. No. 3 – ALUMINUM DISK SET IN CONCRETE AT THE SOUTHEAST CORNER OF LOT 18 OF THE SUBDIVISION APPROXIMATELY 30.00 FEET NORTH OF VILLA–RAMA CENTER LINE AND 35 FEET WEST OF SILVER SPUR ROAD CENTER LINE. NORTHING=16609685.1565, EASTING=1013016.8942, ELEVATION=157.95

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 35,351 CUBIC–FEET 0.81 ACRE–FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No. 4 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 PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

10. 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. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION

12. CLEARANCES FOR WATER METERS: (ONLY FOR LOTS BEING AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO A RESIDENCE PRIOR TO THE COUNTY PROCESSING A FINAL CLEARANCE FOR A WATER METER. A SEWER TAP INSPECTION SHALL BE PROVIDED FROM THE ENTITY SERVICE PROVIDER PRIOR TO RECEIVING A CLEARANCE FOR WATER METER(S).

13. DRAINAGE DETENTION POND SHALL TO 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.

14. THE HOMEOWNERS ASSOCIATION AND/OR EVERY LOT OWNER SHALL HOLD THE COUNTY OF HIDALGO, HARMLESS AND INDEMNIFY COUNTY FROM ANY AND ALL CLAIMS RELATING TO THE CONDITION OR ACCESSIBILITY OF THE PRIVATE STREETS. THE LOT OWNERS SHALL BE RESPONSIBLE FOR THE COSTS TO MAINTAIN THE PRIVATE STREETS, PRIVATE SIDEWALKS, AND PRIVATE STREETLIGHTS. ANY REQUEST FOR DEDICATION OF THE PRIVATE ROADS TO PUBLIC USE IF APPROVED SHALL CAUSE CONSTRUCTION SPECIFICATIONS TO MEET COUNTY REQUIREMENTS.

15. THERE WILL BE NO ACCESS PERMITTED ONTO SILVER SPUR ROAD FROM LOTS 17 THROUGH 20. A 6 FOOT CHAIN LIKE FENCE WILL BE REQUIRED ALONG THE REAR SIDE OF LOTS 17 THROUGH 20 ABUTTING SILVER SPUR ROAD BY THE DEVELOPER.

## HIDALGO COUNTY
## CERTIFICATE OF PLAT APPROVAL
## HIDALGO COUNTY RIGHT–OF–WAY DEPARTMENT

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF VILLA RAMa PHASE 6 SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT–OF–WAY DEPARTMENT

ON _____DAY OF_____, 20____.

_____
HIDALGO COUNTY RIGHT OF WAY DIRECTOR

## HIDALGO COUNTY
## CERTIFICATE OF PLAT APPROVAL
## HIDALGO COUNTY HEALTH DEPARTMENT

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF VILLA RAMa PHASE 6 SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT

ON _____DAY OF_____, 20____.

_____
ENVIRONMENTAL HEALTH DIVISION MANAGER

## HIDALGO COUNTY MUNICIPAL UTILITY DISTRICT NO. 1
## CERTIFICATE OF PLAT APPROVAL

THIS PLAT OF VILLA RAMA PHASE 6 SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY MUNICIPAL UTILITY DISTRICT No. 1:

ON _____DAY OF_____ 20 _____.

_____
CHAIRMAN

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 49.211 (c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

_____

## STATE OF TEXAS
## COUNTY OF HIDALGO

## OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, RICK MARTIN, DBA VILLA RAMA EAST SUBDIVISION

AS OWNER OF THE 10.098 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED VILLA RAMa PHASE 6 SUBDIVISION HEREBY SUBDIVIDED THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET(S), PARKS, AND EASEMENTS SHOWN HEREIN.
I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SANITARY SEWER CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

_____
RICK MARTIN
DBA VILLA RAMA EAST SUBDIVISION
7208 W. EXPRESSWAY 83
MISSION, TEXAS 78572

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED RICK MARTIN KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 20____.

_____
NOTARY PUBLIC, HIDALGO COUNTY, TEXAS
MY COMMISSION EXPIRES:

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, FRED L. KURTH, A LICENSED PROFESSIONAL ENGINEER AND REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT, AND IT IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED.

_____
FRED L. KURTH, P.E. # 54151 R.P.L.S. # 4750
DATE SURVEYED: 11–14–07
DATE PREPARED: 03–16–2010
T– 838 , PG. 40–41
SURV. JOB No. 07010.58
ENG. JOB No. 07152.00

MELDEN & HUNT, INC.
TEXAS REGISTRATION F–1435

STATE OF TEXAS · FRED L. KURTH · 54151 · LICENSED PROFESSIONAL ENGINEER

STATE OF TEXAS · FRED L. KURTH · 4750 · REGISTERED PROFESSIONAL LAND SURVEYOR

## STATE OF TEXAS
## CITY OF PALMVIEW

THIS PLAT APPROVED BY THE CITY COMMISSION OF THE CITY OF PALMVIEW TEXAS ON THIS THE _____ DAY OF _____, 20____

ATTEST: _____
MAYOR, CITY OF PALMVIEW

_____
CITY SECRETARY

THIS PLAT APPROVED BY THE CITY OF PALMVIEW PLANNING AND ZONING BOARD ON THIS THE _____ DAY OF _____, 20_____

_____
CHAIRMAN

## HIDALGO COUNTY
## CERTIFICATE OF PLAT APPROVAL
## UNDER LOCAL GOVERNMENT CODE § 232.028 (A)

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF VILLA RAMa PHASE 6 SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____ DAY OF, _____ 20____.

_____
HIDALGO COUNTY JUDGE

ATTEST: _____
HIDALGO COUNTY CLERK

FILE FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM

DOCUMENT NUMBER_____

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

## FINAL ENGINEERING REPORT FOR VILLA RAMa PHASE 6 SUBDIVISION

BY: FRED L. KURTH

WATER SUPPLY: DESCRIPTION, COSTS, AND OPERABILITY DATE

VILLA RAMa PHASE 6 SUBDIVISION IS PROVIDED WITH POTABLE WATER BY HIDALGO COUNTY MUNICIPAL UTILITY DISTRICT #1 (H.C.M.U.D.#1). THE SUBDIVIDER AND H.C.M.U.D.#1 HAVE ENTERED INTO A CONTRACT IN WHICH H.C.M.U.D.#1 HAS PROMISED TO PROVIDE SUFFICIENT WATER FOR THIS SUBDIVISION FOR AT LEAST 30 YEARS. H.C.M.U.D.#1 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.

H.C.M.U.D. #1 HAS AN EXISTING 8-INCH WATER LINE ALONG THE WEST SIDE OF SILVER SPUR ROAD RIGHT-OF-WAY AND A 6-INCH WATER LINE LOCATED ON THE NORTH SIDE OF THE STREET KNOWN AS VILLA RAMA EAST (VOL. 30, PG. 129-A, H.C.M.R.). A PROPOSED 6-INCH WATER LINE HAS BEEN INSTALLED FROM AN EXISTING 6-INCH TEE LOCATED TO THE EAST END OF SAID STREET. H.C.M.U.D. #1 HAS ANOTHER 6-INCH WATER LINE LOCATED ON THE EAST SIDE OF MAR STREET. A PROPOSED 6"X6"X6" TEE HAS BEEN INSTALLED AT THE NORTHWEST CORNER OF LOT 301 OF VILLA-RAMA EAST PHASE II (VOL. 32, PG. 134-A, H.C.M.R.). THE PROPOSED 6-INCH WATER LINES CONNECT FROM THE TWO PREVIOUSLY-MENTIONED LOCATIONS, AND ARE EXTENDED WITHIN THE RIGHTS-OF-WAY OF PROPOSED VILLA RAMA EAST (NORTH SIDE), AND WITHIN A 5 FOOT H.C.M.U.D. EASEMENT ALONG MAR STREET (EAST SIDE), WITHIN A 5.00 H.C.M.U.D. EASEMENT ALONG JORDYN DRIVE (NORTH SIDE), A 5.00 H.C.M.U.D. EASEMENT ALONG LAUREN DRIVE (NORTH SIDE) AND A 5.00 H.C.M.U.D. EASEMENT ALONG LAUREN CIRCLE (WEST SIDE) AND A 5.00 H.C.M.U.D. EASEMENT WITHIN LOT 18 ALONG VILLA RAMA EAST (NORTH SIDE) TO CONNECT TO THE EXISTING 8" WATER LINE ALONG THE WEST SIDE OF SILVER SPUR ROAD.

THE WATER DISTRIBUTION FOR VILLA RAMa PHASE 6 SUBDIVISION CONSISTS OF EIGHTEEN (20) 1-INCH DIAMETER DUAL SERVICE LINES THAT SPLIT INTO TWO 3/4-INCH SINGLE SERVICE CONNECTIONS SERVICING 40 LOTS, AND 8 3/4-INCH SINGLE SERVICE CONNECTIONS SERVICING 8 LOTS, COVERING THE 48 LOTS OF THIS SUBDIVISION. ALL THE SERVICES END AT THE WATER METER BOX OF EACH LOT. THE 6-INCH LINES, 1-INCH DUAL SERVICES, 3/4-INCH SINGLE SERVICES AND METER BOXES HAVE ALREADY BEEN INSTALLED AT A TOTAL COST OF: $91,662.00 OR $1,909.63 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID H.C.M.U.D. #1 THE SUM OF $ XX,XXX.XX WHICH COVERS THE $ XX,XXX.XX COST PER LOT AS STATED IN THE 30-YEAR WATER SERVICE AGREEMENT, WHICH REPRESENTS THE TOTAL COST OF WATER METERS, RIGHTS, ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THIS SUBDIVISION TO H.C.M.U.D. #1; UPON REQUEST BY THE LOT OWNER, H.C.M.U.D. #1 WILL PROMPTLY INSTALL, AT NO CHARGE, THE WATER METER FOR THAT LOT. THE SUBDIVIDER HAS INSTALLED 4 FIRE HYDRANTS AT A UNIT COST OF $2,640.00, FOR A TOTAL COST OF $10,560.00. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY H.C.M.U.D. #1, AND THE SYSTEM IS OPERABLE AT THE DATE OF THE RECORDATION OF THE PLAT.

### CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER FACILITY, AS DESCRIBED ABOVE, IS IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE.

I CERTIFY THAT THE ESTIMATED COST TO INSTALL UNCONSTRUCTED WATER, AS DISCUSSED ABOVE, IS AS FOLLOWS:

WATER FACILITIES – THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF: $ 91,662.00, WHICH EQUALS TO $1,909.63 PER LOT.

STATE OF TEXAS
FRED L. KURTH
54151
LICENSED
PROFESSIONAL ENGINEER

FRED L. KURTH. RPE # 54151 DATE:

## REPORTE FINAL DE INGENIERIA DE VILLA RAMa PHASE 6 SUBDIVISION

ABASTECIMIENTO DE AGUA: DESCRIPCION, COSTOS Y FECHA DE OPERABILIDAD

VILLA RAMa PHASE 6 SUBDIVISION ES ABASTECIDA CON AGUA POTABLE POR PARTE DEL DISTRITO MUNICIPAL #1 DEL CONDADO DE HIDALGO (H.C.M.U.D.#1). LA PERSONA QUE SUBDIVIDE (SUBDIVIDER) Y H.C.M.U.D.#1 HAN ENTRADO EN UN CONTRATO EN EL CUAL H.C.M.U.D.#1 HA PROMETIDO ABASTECER CON SUFICIENTE AGUA PARA ESTA SUBDIVISION POR LO MENOS DURANTE 30 AÑOS. H.C.M.U.D.#1 HA PROPORCIONADO DOCUMENTACION QUE ESTABLECE LA CANTIDAD Y CALIDAD DEL ABASTECIMIENTO DE AGUA A LARGO PLAZO PARA SERVIR EL COMPLETO DESARROLLO DE ESTA SUDIVISION.

H.C.M.U.D. #1 TIENE UNA LINEA DE AGUA DE 6 PULGADAS QUE SE LOCALIZA EN EL LADO NORTE DE LA CALLE CONOCIDA COMO VILLA RAMA EAST STREET (GRABADA EN VOL. 30, PG. 129-A, H.C.M.R.). UNA LINEA DE 6 PULGADAS SE HA INSTALADO A PARTIR DE UNA "T" DE 6 PULGADAS LOCALIZADA HACIA EL FINAL DEL LADO ESTE DE DICHA CALLE. H.C.M.U.D. #1 CUENTA CON OTRA LINEA DE 6 PULGADAS QUE SE LOCALIZA EN EL LADO ESTE DE MAR STREET. UNA "T" DE 6 PULGADAS SE HA INSTALADO HACIA LA ESQUINA NOROESTE DEL LOTE 301 DE VILLA RAMA EAST PHASE II (GRABADA EN VOL. 32, PG. 134-A, H.C.M.R.). LINEAS DE 6 PULGADAS SE INSTALARON A PARTIR DE LOS DOS PUNTOS ANTES MENCIONADOS Y SE EXTIENDEN DENTRO DEL DERECHO DE VIA DE LAS CALLES PROPUESTAS VILLA RAMA EAST (LADO NORTE), EN UNA CONSICION DE 5.00 PIES DE H.C.M.U.D. EN EL LADO DE MAR STREET (LADO ESTE), EN UNA CONSICION DE 5.00 PIES DE H.C.M.U.D. EN EL LADO DE JORDYN DRIVE (LADO NORTE), EN UNA CONSICION DE 5.00 PIES H.C.M.U.D. EN EL LADO DE LAUREN DRIVE (LADO NORTE) Y EN UNA CONSICION DE 5.00 PIES DE H.C.M.U.D. EN EL LADO DE LAUREN CIRCLE (LADO OESTE) AND EN UNA CONSICION DE 5.00 PIES DE H.C.M.U.D. EN CIMA DE LOTE 18 Y EL LADO DE VILLA RAMA EAST (LADO NORTE) PARA CONNECTAR A LA LINEA DE 8 PULGADAS EN EL LADO OESTE DE SILVER SPUR ROAD.

EL SISTEMA DE DISTRIBUCION DEL AGUA PARa VILLA RAMA PHASE 6 SUBDIVISION CONSISTE DE DIECIOCHO (20) SERVICIOS DOBLES DE UNA (1) PULGADA DE DIAMETRO QUE SE DIVIDEN EN DOS SERVICIOS SENCILLOS DE 3/4 DE PULGADA ABASTECIENDO A 40 LOTES, Y DOCE (8) SERVICIOS SENCILLOS DE 3/4 DE PULGADA ABASTECIENDO A DOCE (8) LOTES, CUBRIENDO LOS 48 LOTES DE ESTA SUBDIVISION. TODOS LOS SERVICIOS TERMINAN EN EL MEDIDOR DE CADA LOTE. LAS LINEAS DE 6 PULGADAS, LOS SERVICIOS DOBLES DE UNA (1) PULGADA, LOS SERVICIOS SENCILLOS DE 3/4 DE PULGADA Y LOS MEDIDORES HAN SIDO INSTALADOS A UN COSTO DE: $ 91,662.00 6 $1,909.63 POR LOTE. EN ADICION, LA PERSONA QUE SUBDIVIDE HA PAGADO A H.C.M.U.D. #1 LA CANTIDAD DE $ XX,XXX.XX QUE CUBRE LOS $ XX,XXX.XX POR LOTE DE ACUERDO A LO ESTABLECIDO EN EL ACUERDO DE SERVICIO DE AGUA A 30 AÑOS, EL CUAL REPRESENTA EL COSTO TOTAL DE LOS MEDIDORES, DERECHOS, TARIFAS DE ADQUICISON, Y TODAS LAS TARIFAS DE MEMBRESIA Y ASOCIADAS CON LA CONECCION DE LOS LOTES DE ESTA SUBDIVISION A H.C.M.U.D. #1. BAJO SOLICITUD POR PARTE DE LOS DUEÑOS DE LOS LOTES, H.C.M.U.D. #1 INSTALARA DE MANERA PRONTA, SIN CARGO ALGUNO, LOS MEDIDORES QUE SE REQUIERAN PARA LOS LOTES CORRESPONDIENTES. LA PERSONA QUE SUBDIVIDE HA INSTALADO CUATRO (4) HIDRANTES CON UN COSTO POR UNIDAD DE $2,640.00 PARA UN TOTAL DE $10,560.00. EL SISTEMA EN SU TOTALIDAD HA SIDO APROBADO Y ACEPTADO POR H.C.M.U.D. #1, Y ESTARA EN OPERABILIDAD A LA FECHA DE GRABACION DE LOS PLANOS.

### CERTIFICACION:

POR MEDIO DE LA PRESENTE CERTIFICO QUE LOS SERVICIOS DE AGUA, DESCRITOS ANTERIORMENTE, CUMPLEN CON LAS REGLAS MODELO ADOPTADAS BAJO LA SECCION 16.343 DEL CODIGO DEL AGUA.

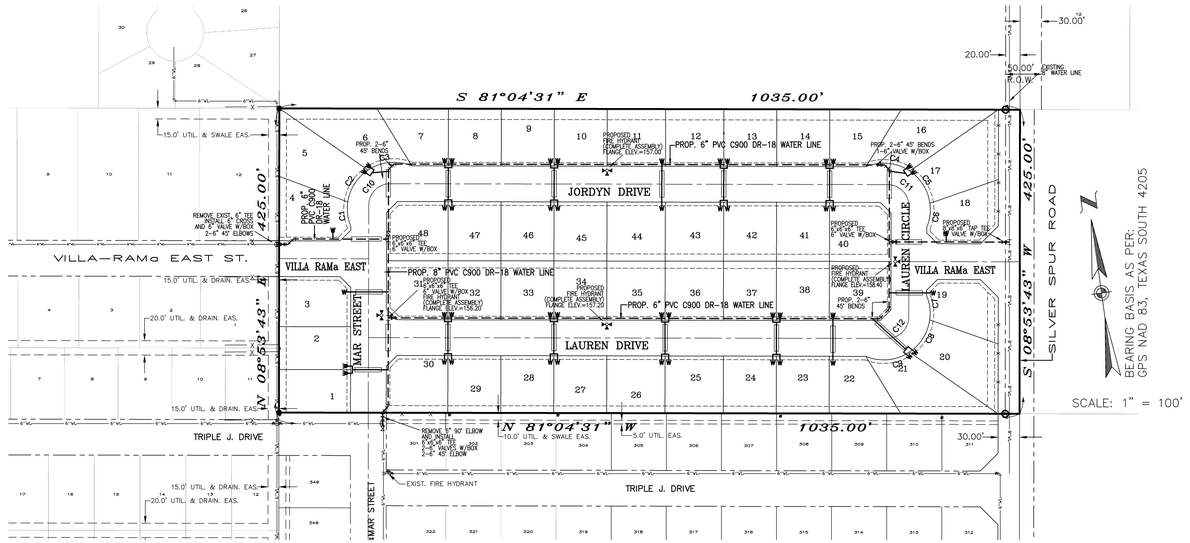
CERTIFICO QUE LOS COSTOS ESTIMADOS PARA INSTALAR EL SISTEMA DEL AGUA, DE ACUERDO A LO ESTABLECISO ANTERIORMENTE, ES DE LA SIGUIENTE MANERA:

AGUA – EL SISTEMA TOTALMENTE CONSTRUIDO, INCLUYENDO LA INSTALACION DE MEDIDORES, TENDRA UN COSTO DE $91,662.00, LO CUAL EQUIVALE A $1,909.63 POR LOTE.

FRED L. KURTH. RPE # 54151 FECHA:

# SUBDIVISION PLAT OF
# VILLA RAMA PHASE 6 SUBDIVISION

BEING A RESUBDIVISION OF 10.098 ACRES
OUT OF ALL OF LOT 23
ST. LOUIS GROVES SUBDIVISION
AS RECORDED IN
VOLUME 8, PAGE 47, H.C.M.R.,
HIDALGO COUNTY, TEXAS




*WATER DISTRIBUTION SYSTEM*
*SISTEMA DE DISTRIBUCION DEL AGUA*

### LEGEND

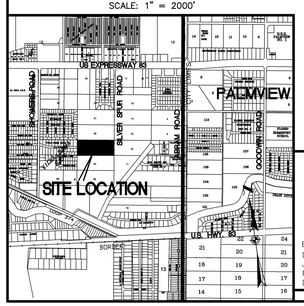
- PROP. FIRE HYDRANT
- PROP. WATER VALVE

### LEYENDA

- HIDRANTE PROPUESTO
- VALVULA DE AGUA PROPUESTA

### LOCATION MAP

SCALE: 1" = 2000'

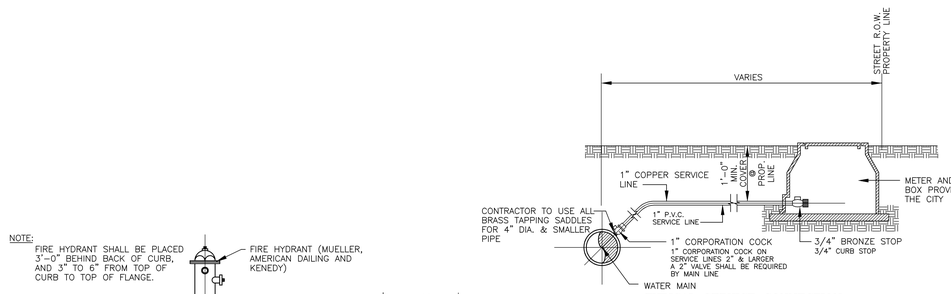



SHEET 2 OF 4

MELDEN & HUNT INC.
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EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
www.meldenandhunt.com

BOOK T- 838 PG. 40-41
DATE: 11-28-07
JOB No. 07152
FILE NAME: 07152-PLAT
DRAWN BY: J. D' Z./C.M.

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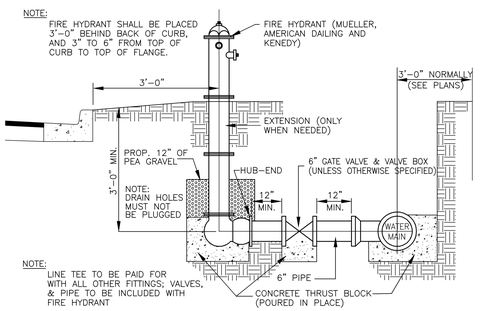

### TYPICAL SERVICE CONNECTION

GENERAL NOTES :

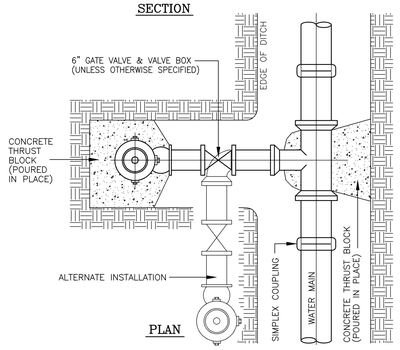
1. DRAWINGS INDICATE COPPER SERVICE LINES.
2. FOR P.V.C. SERVICE LINES REFER TO SMALLER TYPE NOTES.
3. ALL COMPRESSION OR PACK TYPE FITTINGS & JOINTS REQUIRE STAINLESS STEEL INSERTS OF REQUIRED SIZE.
4. WATER SERVICE CONNECTIONS CROSSING A STREET SHALL BE ENCASED IN A 2" P.V.C. SHC40 CASING. LENGTH OF CASING SHALL BE WIDTH OF STREET PLUS 10.0 FEET.

### TYPICAL WATER SERVICE CONNECTIONS

N.T.S.



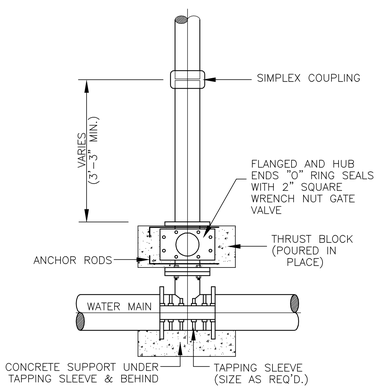

SECTION




PLAN

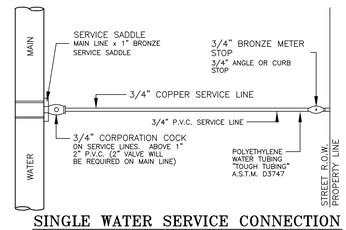
### TYPICAL FIRE HYDRANT INSTALLATION

N.T.S.



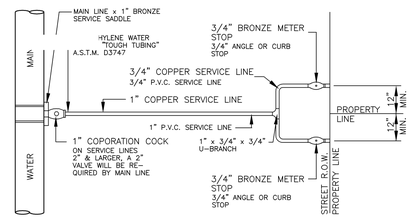

### TAPPING SLEEVE and VALVE INSTALLATION

N.T.S.



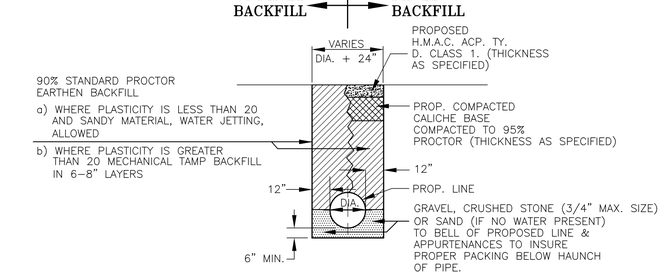

### SINGLE WATER SERVICE CONNECTION

N.T.S.



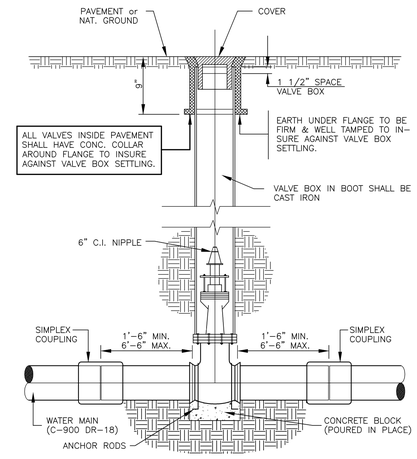

### DUAL WATER SERVICE CONNECTION

N.T.S.




### PIPE BEDDING DETAILS

N.T.S.




### TYPICAL VALVE and VALVE BOX INSTALLATION

N.T.S.

FINAL ENGINEERING REPORT FOR VILLA RAMa PHASE 6 SUBDIVISION
BY: FRED L. KURTH
SANITARY SEWER COLLECTION SYSTEM: DESCRIPTION, COSTS, AND OPERABILITY DATE

VILLA RAMa PHASE 6 IS PROVIDED WITH A SANITARY SEWER COLLECTION SYSTEM BY HIDALGO COUNTY MUNICIPAL UTILITY DISTRICT #1 (H.C.M.U.D.#1). THE SUBDIVIDER AND H.C.M.U.D.#1 HAVE ENTERED INTO A CONTRACT IN WHICH H.C.M.U.D.#1 HAS PROMISED TO COLLECT AND TREAT WASTEWATER FROM THIS SUBDIVISION FOR AT LEAST 30 YEARS. H.C.M.U.D.#1 HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE WASTEWATER COLLECTION SYSTEM AVAILABLE TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

H.C.M.U.D. #1 HAS AN 8–INCH SANITARY SEWER LINE LOCATED ON THE SOUTH SIDE AND AT THE EAST END OF THE STREET KNOWN AS VILLA–RAMA EAST (REC. IN VOL. 30, PG. 129–A, H.C.M.R.). AN EXISTING MANHOLE LOCATED AT THE END OF SAID 8–INCH LINE IS THE POINT OF CONNECTION FOR A PROPOSED 10–INCH SANITARY SEWER LINE THAT EXTENDS TO THE EAST, AND ENDS WITH A MANHOLE LOCATED ON THE WEST SIDE OF MAR STREET. ANOTHER PROPOSED 10–INCH LINE CONNECTS FROM THE PREVIOUSLY–MENTIONED MANHOLE, AND EXTENDS TO THE NORTH AND SOUTH SIDES WITHIN A 5.00 FOOT UTILITY EASEMENT ALONG THE WEST SIDE OF MAR STREET. THE LINE TO THE NORTH ENDS WITH A MANHOLE ON THE SOUTH SIDE OF JORDYN DRIVE, THE LINE TO THE SOUTH ENDS WITH A MANHOLE AT THE SOUTH SIDE OF LOT 1 OF THIS SUBDIVISION. AN 8–INCH LINE EXTENDS WITHIN A 5.00 FOOT UTILITY EASEMENT ALONG THE SOUTH SIDE OF JORDYN DRIVE AND ENDS WITH A MANHOLE LOCATED BETWEEN LOTS 17 & 18 OF THIS SUBDIVISION. ANOTHER 8–INCH LINE EXTENDS WITHIN A 5.00 UTILITY EASEMENT ALONG THE SOUTH SIDE OF LAUREN DRIVE AND ENDS WITH A MANHOLE LOCATED BETWEEN LOTS 19 AND 20 OF THIS SUBDIVISION.

THE SERVICE CONNECTIONS FOR VILLA RAMa PHASE 6 SUBDIVISION CONSIST OF TWENTY EIGHT (28) 4–INCH DIAMETER SINGLE SERVICE CONNECTIONS (ACROSS), AND TWENTY (20) 4–INCH DIAMETER SINGLE SERVICE CONNECTIONS (ADJACENT) COVERING THE 48 LOTS OF THIS SUBDIVISION.

THE 10–INCH AND 8–INCH LINES, 4–INCH SINGLE SERVICE LINES AND THE EIGHT (8) MANHOLES HAVE ALREADY BEEN INSTALLED AT A TOTAL COST OF: $59,366.00 OR $1,236.79 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID H.C.M.U.D. #1 THE SUM OF $ XX,XXX.XX WHICH COVERS THE $ XX,XXX.XX COST PER LOT FOR CONNECTING TO H.C.M.U.D. #1 SYSTEM. THE ENTIRE SANITARY SEWER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY H.C.M.U.D. #1, AND THE SYSTEM IS OPERABLE AT THE DATE OF THE RECORDATION OF THE PLAT.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE SANITARY SEWER FACILITY, AS DESCRIBED ABOVE, IS IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE.

I CERTIFY THAT THE ESTIMATED COST TO INSTALL UNCONSTRUCTED SANITARY SEWER SYSTEM, AS DISCUSSED ABOVE, IS AS FOLLOWS:

SANITARY SEWER FACILITIES – THESE FACILITIES FULLY CONSTRUCTED, WILL COST A GRAND TOTAL OF: $59,366.00, WHICH EQUALS TO $1,236.79 PER LOT.

STATE OF TEXAS · FRED L. KURTH · 54151 · LICENSED · PROFESSIONAL ENGINEER

FRED L. KURTH. RPE # 54151 DATE:

SUBDIVISION PLAT OF

# VILLA RAMa PHASE 6 SUBDIVISION

BEING A RESUBDIVISION OF 10.098 ACRES
OUT OF ALL OF LOT 23
ST. LOUIS GROVES SUBDIVISION
AS RECORDED IN
VOLUME 8, PAGE 47, H.C.M.R.,
HIDALGO COUNTY, TEXAS

REPORTE FINAL DE INGENIERIA DE VILLA RAMa PHASE 6 SUBDIVISION
SISTEMA DE COLECCION DE DRENAJE SANITARIO: DESCRIPCION, COSTOS Y FECHA DE OPERABILIDAD

EL SISTEMA DE DRENAJE SANITARIO DE VILLA RAMa PHASE 6 ES PROPORCIONADO POR PARTE DEL DISTRITO MUNICIPAL #1 DEL CONDADO DE HIDALGO (H.C.M.U.D.#1). LA PERSONA QUE SUBDIVIDE (SUBDIVIDER) Y H.C.M.U.D.#1 HAN ENTRADO EN UN CONTRATO EN EL CUAL H.C.M.U.D.#1 HA PROMETIDO LA COLECCION Y EL TRATAMIENTO DE DRENAJE SANITARIO PARA ESTA SUBDIVISION POR LO MENOS DURANTE 30 AÑOS. H.C.M.U.D.#1 HA PROPORCIONADO DOCUMENTACION QUE ESTABLECE LA CANTIDAD Y CALIDAD DEL SISTEMA DE DRENAJE SANITARIO PARA SERVIR EL COMPLETO DESARROLLO DE ESTA SUDIVISION A LARGO PLAZO.

H.C.M.U.D. #1 CUENTA CON UNA LINEA DE DRENAJE SANITARIO DE 8 PULGADAS QUE SE LOCALIZA EN EL LADO SUR, HACIA EL FINAL DEL LADO ESTE DE LA CALLE CONOCIDA COMO VILLA RAMA EAST (GRABADA EN VOL. 30, PG. 129–A, H.C.M.R.). UN REGISTRO (MANHOLE) QUE SE LOCALIZA HACIA EL FINAL DE DICHA LINEA ES EL PUNTO DE CONECCION PARA UNA LINEA PROPUESTA DE 10 PULGADAS QUE SE EXTIENDE HACIA EL ESTE, Y TERMINA CON UN REGISTRO (MANHOLE) LOCALIZADO EN EL LADO OESTE DE MAR STREET. OTRA LINEA PROPUESTA DE 10 PULGADAS SE CONECTA DEL REGISTRO ANTES MENCIONADO, Y SE EXTIENDE HACIA EL NORTE Y SUR EN UNA CONSICION DE 5.00 PIES EN EL LADO OESTE DE MAR STREET. LA LINEA QUE CORRE HACIA EL NORTE TERMINA CON UN REGISTRO LOCALIZADO EN EL LADO SUR DE JORDYN DRIVE, LA LINEA QUE CORRE HACIA EL SUR TERMINA CON UN REGISTRO QUE SE LOCALIZA HACIA EL LADO SUR DEL LOTE 1 DE ESTA SUBDIVISION. UNA LINEA DE 8 PULGADAS SE EXTIENDE EN UNA CONSICION DE 5.00 PIES A LO LARGO DEL LADO SUR DE JORDYN DRIVE Y TERMINA CON UN REGISTRO LOCALIZADO ENTRE LOS LOTES 17 Y 18 DE ESTA SUBDIVISION. OTRA LINEA DE 8 PULGADAS SE EXTIENDE EN UNA CONSICION DE 5.00 PIES A LO LARGO DEL LADO SUR DE LAUREN DRIVE Y TERMINA CON UN REGISTRO LOCALIZADO ENTRE LOS LOTES 19 Y 20 DE ESTA SUBDIVISION.

LAS LINEAS DE CONECCION PARA VILLA RAMa PHASE 6 SUBDIVISION CONSISTEN EN VEINTIOCHO (28) SERVICIOS SENCILLOS DE CUATRO (4) PULGADAS DE DIAMETRO (CRUCES) Y VEINTI (20) SERVICIOS SENCILLOS DE 4 PULGADAS (ADYACENTES) QUE CUBREN LOS 48 LOTES QUE FORMAN ESTA SUBDIVISION.

LAS LINEAS DE 10 Y 8 PULGADAS, LOS SERVICIOS DE CUATRO (4) PULGADAS Y LOS OCHO REGISTROS (MANHOLES) HAN SIDO INSTALADOS A UN COSTO DE: $59,366.00 ó $1,236.79 POR LOTE. EN ADICION, LA PERSONA QUE SUBDIVIDE HA PAGADO A H.C.M.U.D. #1 LA CANTIDAD DE $ XX,XXX.XX QUE CUBRE LOS $ XX,XXX.XX POR LOTE PARA CONECTARSE AL SISTEMA DE H.C.M.U.D. #1. EL SISTEMA EN SU TOTALIDAD HA SIDO APROBADO Y ACEPTADO POR H.C.M.U.D. #1, Y ESTARA EN OPERACION HACIA LA FECHA DE GRABACION DE LOS PLANOS.

CERTIFICACION:

POR MEDIO DE LA PRESENTE CERTIFICO QUE EL SERVICIO DE COLECCION DEL DRENAJE SANITARIO, DESCRITO ANTERIORMENTE, CUMPLE CON LAS REGLAS MODELO ADOPTADAS BAJO LA SECCION 16.343 DEL CODIGO DEL AGUA.

CERTIFICO QUE LOS COSTOS ESTIMADOS PARA INSTALAR EL SISTEMA DE COLECCION DE DRENAJE SANITARIO, DE ACUERDO A LO ESTABLECIDO ANTERIORMENTE, ES DE LA SIGUIENTE MANERA:

SISTEMA DE COLECCION DE DRENAJE SANITARIO – EL SISTEMA TOTALMENTE CONSTRUIDO, TENDRA UN COSTO DE $59,366.00, LO CUAL EQUIVALE A $1,236.79 POR LOTE.

FRED L. KURTH. RPE # 54151 FECHA:

SUBDIVIDER CERTIFICACION:

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 WILL MEET SUCH STANDARDS AND WILL BE BY STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

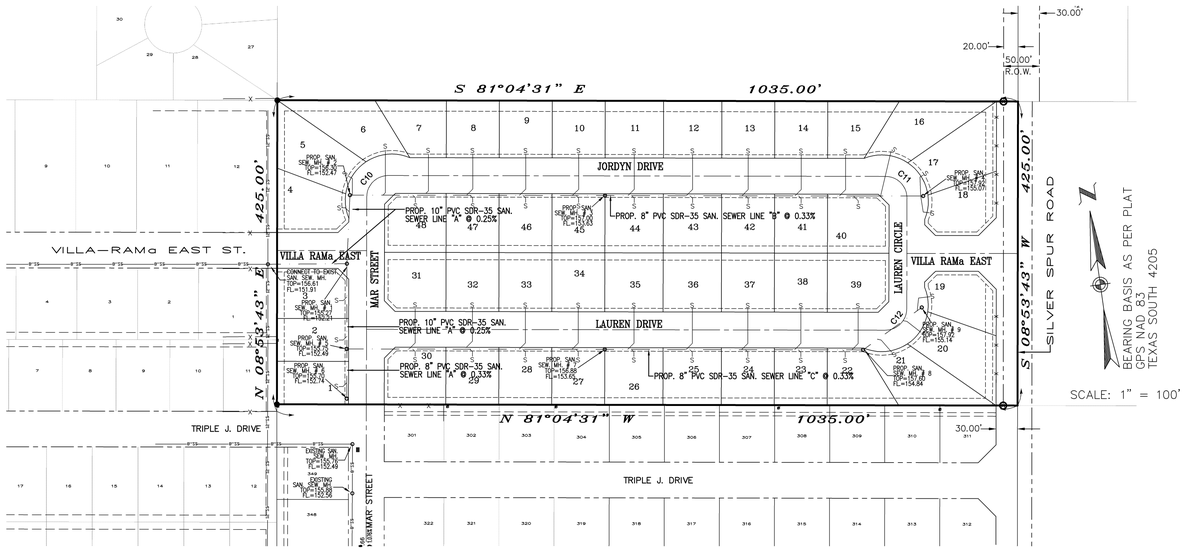
I, RICK MARTIN, SUBDIVIDER OF VILLA RAMa PHASE 6 SUBDIVISION, HEREBY CERTIFY THAT SEWER FEES, AS APPLICABLE, HAVE BEEN PAID, AND COPIES OF RECEIPTS ARE ON FILE WITH THE HIDALGO COUNTY PLANNING DEPARTMENT; THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE; THAT QUALITY AND QUANTITY ENABLES EACH PERSON PURCHASING A LOT TO HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

RICK MARTIN
RAM INVESTMENTS INC.
7208 W. EXPRESSWAY 83
MISSION, TEXAS 78572

STATE OF TEXAS
COUNTY OF HIDALGO

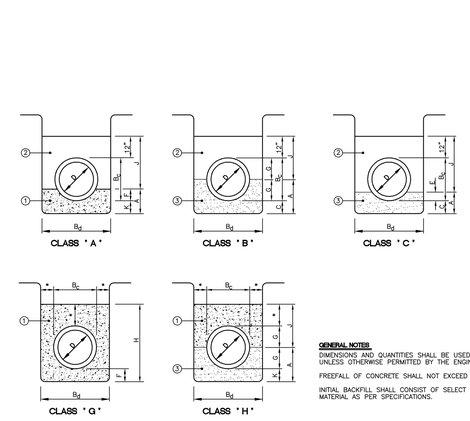
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED RICK MARTIN KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____ 20_____.

NOTARY PUBLIC
MU COMMISION EXPIRES:




*SANITARY SEWER COLLECTION SYSTEM*
*SISTEMA DE COLECCION DE DRENAJE SANITARIO*

| CLASS | D | $B_C$ | $B_d$ | DIMENSIONS (INCHES) A In Earth | A In Rock | C | E | F | G | H | J | K In Earth | K In Rock | QUAN. (C.Y. per 100 L.F.) ① In Earth | ① In Rock | ② | ③ In Earth | ③ In Rock |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| A | 6 | 7.75 | 24 | 5.94 | —— | —— | 1.94 | —— | —— | 17.82 | | 4.00 | | 3.4 | 10.0 | —— | —— | —— |
| | 8 | 10.25 | 26 | 6.56 | —— | —— | 2.56 | —— | —— | 19.69 | | 4.00 | | 4.0 | 11.5 | —— | —— | —— |
| | 10 | 13.00 | 29 | 7.25 | —— | —— | 3.25 | —— | —— | 21.75 | | 4.00 | | 4.7 | 13.5 | —— | —— | —— |
| | 12 | 16.00 | 32 | 8.00 | —— | —— | 4.00 | —— | —— | 24.00 | | 4.00 | | 5.6 | 15.6 | —— | —— | —— |
| | 15 | 19.50 | 36 | 9.76 | —— | —— | 4.88 | —— | —— | 26.63 | | 4.88 | | 7.5 | 18.5 | —— | —— | —— |
| | 18 | 23.00 | 39 | 11.50 | —— | —— | 5.75 | —— | —— | 29.25 | | 5.75 | | 9.4 | 20.7 | —— | —— | —— |
| | 21 | 26.50 | 43 | 13.26 | —— | —— | 6.63 | —— | —— | 31.88 | | 6.63 | | 11.9 | 23.8 | —— | —— | —— |
| B | 6 | 7.75 | 24 | 7.88 | 9.88 | 4 | 6 | —— | —— | 3.88 | —— | —— | —— | —— | 9.2 | 4.3 | 5.5 | —— |
| | 8 | 10.25 | 26 | 9.13 | 11.13 | 4 | 6 | —— | —— | 5.13 | —— | —— | —— | —— | 17.13 | 10.4 | 5.0 | 6.4 |
| | 10 | 13.00 | 29 | 10.50 | 12.50 | 4 | 6 | —— | —— | 6.50 | —— | —— | —— | —— | 18.50 | 12.1 | 6.1 | 7.6 |
| | 12 | 16.00 | 32 | 12.00 | 14.00 | 4 | 6 | —— | —— | 8.00 | —— | —— | —— | —— | 20.00 | 13.9 | 7.3 | 8.9 |
| | 15 | 19.50 | 36 | 13.75 | 15.75 | 4 | 6 | —— | —— | 9.75 | —— | —— | —— | —— | 21.75 | 16.3 | 8.9 | 10.7 |
| | 18 | 23.00 | 39 | 15.50 | 17.50 | 4 | 6 | —— | —— | 11.50 | —— | —— | —— | —— | 23.50 | 18.2 | 10.2 | 12.2 |
| | 21 | 26.50 | 43 | 17.25 | 19.25 | 4 | 6 | —— | —— | 13.25 | —— | —— | —— | —— | 25.25 | 20.8 | 12.0 | 14.2 |
| C | 6 | 7.75 | 24 | 5.29 | 7.29 | 4 | 6 | 1.29 | —— | —— | —— | —— | —— | —— | 18.46 | 10.3 | 3.1 | 4.4 |
| | 8 | 10.25 | 26 | 5.71 | 7.71 | 4 | 6 | 1.71 | —— | —— | —— | —— | —— | —— | 20.55 | 11.8 | 3.6 | 4.9 |
| | 10 | 13.00 | 29 | 6.17 | 8.17 | 4 | 6 | 2.17 | —— | —— | —— | —— | —— | —— | 22.83 | 14.0 | 4.2 | 5.7 |
| | 12 | 16.00 | 32 | 6.67 | 8.67 | 4 | 6 | 2.67 | —— | —— | —— | —— | —— | —— | 25.33 | 16.2 | 4.9 | 6.6 |
| | 15 | 19.50 | 36 | 7.25 | 9.25 | 4 | 6 | 3.25 | —— | —— | —— | —— | —— | —— | 28.25 | 19.3 | 5.9 | 7.7 |
| | 18 | 23.00 | 39 | 7.83 | 9.83 | 4 | 6 | 3.83 | —— | —— | —— | —— | —— | —— | 31.17 | 21.8 | 6.7 | 8.7 |
| | 21 | 26.50 | 43 | 8.42 | 10.42 | 4 | 6 | 4.42 | —— | —— | —— | —— | —— | —— | 34.08 | 25.1 | 7.8 | 10.0 |
| G | 6 | 7.75 | 24 | —— | —— | —— | —— | —— | 4.00 | —— | 16.0 | —— | —— | 8.7 | —— | —— | —— | —— |
| | 8 | 10.25 | 24 | —— | —— | —— | —— | —— | 4.00 | —— | 18.0 | —— | —— | 9.0 | —— | —— | —— | —— |
| | 10 | 13.00 | 24 | —— | —— | —— | —— | —— | 4.00 | —— | 21.0 | —— | —— | 9.5 | —— | —— | —— | —— |
| | 12 | 16.00 | 24 | —— | —— | —— | —— | —— | 4.00 | —— | 24.0 | —— | —— | 9.6 | —— | —— | —— | —— |
| | 15 | 19.50 | 28 | —— | —— | —— | —— | —— | 4.88 | —— | 28.5 | —— | —— | 12.8 | —— | —— | —— | —— |
| | 18 | 23.00 | 32 | —— | —— | —— | —— | —— | 5.75 | —— | 33.0 | —— | —— | 16.5 | —— | —— | —— | —— |
| | 21 | 26.50 | 36 | —— | —— | —— | —— | —— | 6.63 | —— | 37.0 | —— | —— | 20.1 | —— | —— | —— | —— |
| H | 6 | 7.75 | 24 | 7.88 | 9.88 | —— | —— | —— | —— | 3.88 | —— | 8.12 | 4.00 | 6.00 | 4.4 | —— | 4.3 | 5.5 |
| | 8 | 10.25 | 24 | 9.13 | 11.13 | —— | —— | —— | —— | 5.13 | —— | 8.87 | 4.00 | 6.00 | 4.4 | —— | 4.6 | 5.8 |
| | 10 | 13.00 | 24 | 10.50 | 12.50 | —— | —— | —— | —— | 6.50 | —— | 10.50 | 4.00 | 6.00 | 4.8 | —— | 4.8 | 6.0 |
| | 12 | 16.00 | 24 | 12.00 | 14.00 | —— | —— | —— | —— | 8.00 | —— | 12.00 | 4.00 | 6.00 | 4.8 | —— | 4.8 | 6.1 |
| | 15 | 19.50 | 28 | 14.63 | 15.75 | —— | —— | —— | —— | 9.75 | —— | 13.87 | 4.88 | 6.00 | 6.1 | —— | 6.7 | 7.5 |
| | 18 | 23.00 | 32 | 17.25 | 17.50 | —— | —— | —— | —— | 11.50 | —— | 15.75 | 5.75 | 6.00 | 7.6 | —— | 8.9 | 9.1 |
| | 21 | 26.50 | 36 | 19.88 | 19.88 | —— | —— | —— | —— | 13.25 | —— | 17.12 | 6.63 | 6.63 | 8.8 | —— | 11.3 | 11.3 |



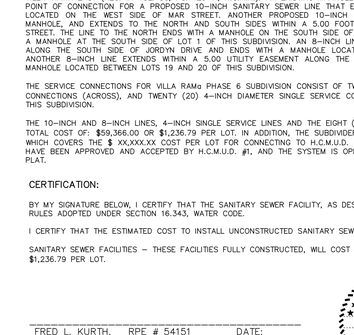

LEGEND (ALL CLASSES)
1 2500 PSI CONCRETE
2 INITIAL BACKFILL
3 GRAVEL OR CRUSHED STONE
D NOMINAL PIPE SIZE (I.D.)
$B_C$ PIPE O.D. AT BELLS
$B_d$ TRENCH WIDTH
A SEE TABLE
C 1/8 $B_C$ (EXCEPT AS NOTED)
E 1/6 $B_C$
F 1/4 $B_C$ (EXCEPT AS NOTED)
G 1/2 $B_C$
H DEPTH OF CONCRETE
J SEE TABLE
K 1/4 $B_C$ (EXCEPT AS NOTED)
* 4" MINIMUM

GENERAL NOTES:
DIMENSIONS AND QUANTITIES SHALL BE USED FOR MEASUREMENT AND PAYMENT UNLESS OTHERWISE PERMITTED BY THE ENGINEER.

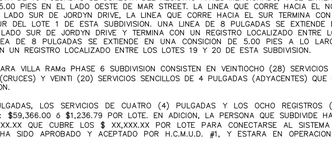
FREEFALL OF CONCRETE SHALL NOT EXCEED FIVE (5) FEET.

INITIAL BACKFILL SHALL CONSIST OF SELECT MATERIAL OR FINE GRANULAR MATERIAL AS PER SPECIFICATIONS.

## PIPE BEDDING REQUIREMENTS
N.T.S.




## SANITARY SEWER SERVICE CONNECTION
N.T.S.



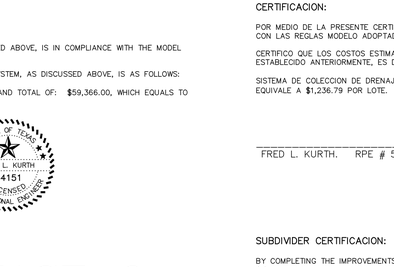

| SIZE | A | B* | MANDREL O.D. PVC (SDR–35) | MANDREL O.D. PVC (SDR–26) | RING O.D. PVC (SDR–35) | RING O.D. PVC (SDR–26) |
|---|---|---|---|---|---|---|
| 6" | 4.0" | 4.5" | 5.62 | 5.50 | 4.91 | 4.79 |
| 8" | 5.5" | 6.0" | 7.52 | 7.37 | 6.81 | 6.66 |
| 10" | 7.0" | 7.5" | 9.41 | 9.21 | 8.70 | 8.50 |
| 12" | 8.0" | 9.0" | 11.19 | 10.96 | 10.48 | 10.25 |
| 15" | 10.0" | 11.0" | 13.70 | 13.42 | 12.99 | 12.71 |
| 18" | 12.0" | 13.5" | 16.75 | —— | 16.04 | —— |
| 21" | 14.0" | 16.0" | 19.74 | —— | 19.03 | —— |
| 24" | 16.0" | 18.0" | 22.21 | —— | 21.50 | —— |
| 27" | 18.0" | 20.0" | 25.03 | —— | 24.32 | —— |

* Minimum Length

NOTES:
PVC PIPES AND FITTINGS SIX INCHES (6") TO FIFTEEN INCHES (15") IN DIAMETER SHALL CONFORM TO ASTM D–3034. PVC PIPES AND FITTINGS EIGHTEEN INCHES (18") TO TWENTY–SEVEN INCHES (27") IN DIAMETER SHALL CONFORM TO ASTM F–679.

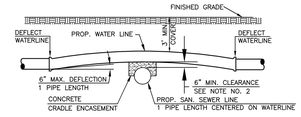
THIS INFORMATION IS PROVIDED AS A REFERENCE. ALL DEFLECTION TESTING SHALL BE DONE IN ACCORDANCE WITH THIRCC CHAPTER 317.

TESTING MANDREL CHART

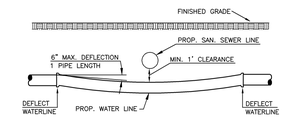



## TYPICAL FIBERGLASS MANHOLE BASE
N.T.S.

## GO, NO–GO DEFLECTION TESTING MANDREL
N.T.S.




## WATERLINE CROSSING OVER SANITARY SEWER




## WATERLINE CROSSING UNDER SANITARY SEWER

*NOTES AS PER TEXAS DEPT. OF HEALTH MANUAL*

A. WATER LINE\NEW SEWER LINE SEPARATION.

WHEN NEW SANITARY SEWERS ARE INSTALLED, THEY SHALL BE INSTALLED NO CLOSER TO WATERLINES THAN NINE FEET IN ALL DIRECTIONS. SEWERS THAT PARALLEL WATERLINES MUST BE INSTALLED IN SEPARATE TRENCHES. WHERE THE NINE FOOT SEPARATION DISTANCE CANNOT BE ACHIEVED, THE FOLLOWING GUIDELINES WILL APPLY:

(1) WHERE A SANITARY SEWER PARALLELS A WATERLINE, THE SEWER SHALL BE CONSTRUCTED OF CAST IRON, DUCTILE IRON OR PVC MEETING ASTM SPECIFICATIONS WITH A PRESSURE RATING FOR BOTH THE PIPE AND JOINTS OF 150 PSI. THE VERTICAL SEPARATION SHALL BE A MINIMUM OF TWO FEET BETWEEN OUTSIDE DIAMETERS AND THE HORIZONTAL SEPARATION SHALL BE A MINIMUM OF FOUR FEET BETWEEN OUTSIDE DIAMETERS. THE SEWER SHALL BE LOCATED BELOW THE WATERLINE.

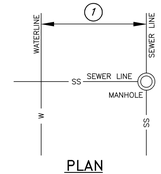
(2) WHERE A SANITARY SEWER CROSSES A WATERLINE AND THE SEWER IS CONSTRUCTED OF CAST IRON, DUCTILE IRON OR PVC WITH A MINIMUM PRESSURE RATING OF 150 PSI, AN ABSOLUTE MINIMUM DISTANCE OF 6 INCHES BETWEEN OUTSIDE DIAMETERS SHALL BE MAINTAINED. IN ADDITION THE SEWER SHALL BE LOCATED BELOW THE WATERLINE WHERE POSSIBLE AND ONE LENGTH OF THE SEWER PIPE MUST BE CENTERED ON THE WATERLINE.

(3) WHERE A SEWER CROSSES UNDER A WATERLINE AND THE SEWER IS CONSTRUCTED OF ABS TR SEMI–RIGID PLASTIC COMPOSITE PIPE, CLAY PIPE OR CONCRETE PIPE WITH BASKETED JOINTS, A MINIMUM TWO FOOT SEPARATION DISTANCE SHALL BE MAINTAINED. THE INITIAL BACKFILL SHALL BE CEMENT STABILIZED SAND (TWO OR MORE BAGS OF CEMENT PER CUBIC YARD OF SAND) FOR ALL SECTIONS OF SEWER WITHIN NINE FEET OF WATERLINE. THIS INITIAL BACKFILL SHALL BE FROM ONE QUARTER DIAMETER BELOW THE CENTERLINE OF THE PIPE TO ONE PIPE DIAMETER (BUT NOT LESS THAN 12 INCHES) ABOVE TOP OF PIPE.

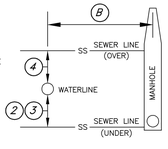
(4) WHERE A SEWER CROSSES OVER A WATERLINE ALL PORTIONS OF THE SEWER WITHIN NINE FEET OF THE WATERLINE SHALL BE CONSTRUCTED OF CAST IRON, DUCTILE IRON, OR PVC PIPE WITH A PRESSURE RATING OF AT LEAST 150 PSI USING APPROPRIATE ADAPTERS. IN LIEU OF THIS PROCEDURE THE NEW CONVEYANCE MAY BE ENCASED IN A JOINT OF 150 PSI PRESSURE CLASS PIPE AT LEAST 18 FEET LONG AND TWO NOMINAL SIZES LARGER THAN THE NEW CONVEYANCE. THE SPACE AROUND THE CARRIER PIPE SHALL BE SUPPORTED AT 5 FEET INTERVALS WITH SPACERS OR BE FILLED TO THE SPRINGLINE WITH WASHED SAND. THE ENCASEMENT PIPE SHOULD BE CENTERED ON THE CROSSING AND BOTH ENDS SEALED WITH CEMENT GROUT OR MANUFACTURED SEAL.

B. WATER LINE\MANHOLE SEPARATION.

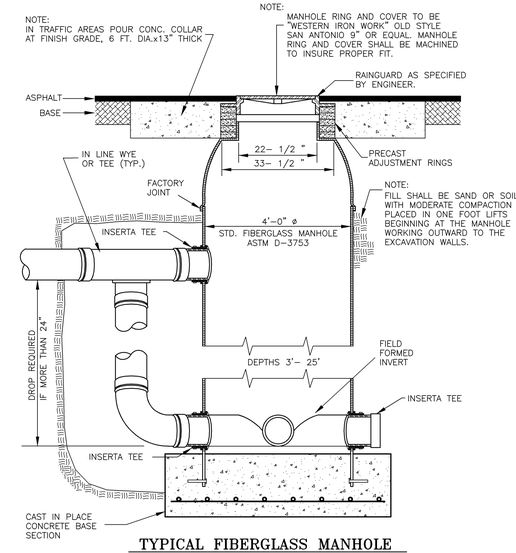
UNLESS SANITARY SEWER MANHOLES AND THE CONNECTING SEWER CAN BE MADE WATERTIGHT AND TESTED FOR LEAKAGE, THEY MUST BE INSTALLED SO AS TO PROVIDE A MINIMUM OF NINE FEET OF HORIZONTAL CLEARANCE FROM AN EXISTING OR PROPOSED WATERLINE. WHERE THE NINE FOOT SEPARATION DISTANCE CANNOT BE ACHIEVED, A CARRIER PIPE AS DESCRIBED IN SUBSECTION A.(4) OF THIS SECTION MAY BE USED WHERE APPROPRIATE.




## PLAN

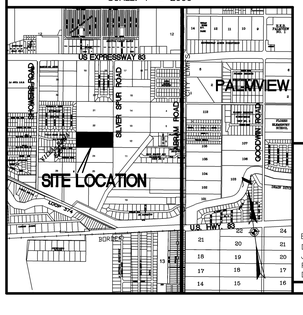



## PROFILE




## TYPICAL FIBERGLASS MANHOLE
N.T.S.

## LOCATION MAP
SCALE: 1" = 2000'




SHEET 3 OF 4

## LEGEND
- PROP. SAN. SEWER MANHOLE
- PROP. 4" SAN. SEW. SERVICE

## LEYENDA
- PROP. REGISTRO DE DRENAJE SANITARIO
- PROP. SERVICIO DE 4"


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BOOK T– 838 PG. 40–41
DATE: 11–28–07
JOB No. 07152
FILE NAME: 07152–PLAT
DRAWN BY: J. D' Z./C.M.

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SUBDIVISION PLAT OF

# VILLA RAMa PHASE 6 SUBDIVISION

DRAINAGE STATEMENT
VILLA RAMa PHASE 6 SUBDIVISION

VILLA RAMa PHASE 6 SUBDIVISION IS A 10.098 ACRE TRACT OF LAND BEING ALL OF BLOCK 23, ST. LOUIS GROVES SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOL. 8, PG. 41, HIDALGO COUNTY MAP RECORDS. THE PROPERTY IS LOCATED IN ZONE "C"UN-SHADED IN FEMA'S FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 480343 0400 C, MAP REVISED NOVEMBER 16, 1982. ZONE "C"(NO SHADING) IS DEFINED AS AREAS OF MINIMAL FLOODING.

THE SOILS ARE FINE SANDY LOAM, SANDY CLAY LOAM AND CLAY LOAM, WHICH ARE MODERATELY PERVIOUS AND HAVE A RELATIVELY LOW PLASTICITY INDEX. THESE SOILS ARE IN HYDROLOGIC GROUP "C". (SEE EXCERPTS FROM "SOIL SURVEY OF HIDALGO COUNTY, TEXAS")

EXISTING RUNOFF FLOWS IN A SOUTHWESTERLY DIRECTION, BEING OF 4.97 CUBIC FEET PER SECOND ACCORDING TO THE 10-YEAR STORM FREQUENCY AS PER ATTACHED CALCULATIONS.

THE PROPOSED STORM DRAINAGE SYSTEM FOR VILLA RAMa PHASE 6 SUBDIVISION CONSISTS OF SURFACE RUNOFF ALONG THE PROPOSED JORDYN DRIVE, LAUREN DRIVE, LAUREN CIRCLE, VILLA RAMA EAST (EAST AND WEST SECTIONS) AND MAR STREET, A HIGH POINT LOCATED IN THE MIDDLE OF LAUREN CIRCLE ALLOWS RUNOFF'S FLOW TO SPLIT WESTERLY AND EASTERLY. RUNOFF FLOWING WESTERLY IS CARRIED THROUGH JORDYN DRIVE AND LAUREN DRIVE, AND IS DISCHARGED INTO AN EXISTING DETENTION POND LOCATED APPROXIMATELY 1,400 FEET SOUTH OF THIS PROPOSED DEVELOPMENT. APPROXIMATELY 408 FEET OF 24--INCH STORM PIPE, 914 FEET OF 30--INCH STORM PIPE, 100 FEET OF DITCH EXCAVATION, 1 TYPE "M" INLETS (1 WITH EXTENSIONS), 5 TYPE "CC" INLET, AS WELL AS THE NON-SECTION AND THE REHABILITATION OF THE WEST SIDE OF MAR STREET ARE THE MEANS BY WHICH RUNOFF IS DISCHARGED INTO THE DETENTION POND. THE DETENTION POND SHALL DISCHARGE INTO A TXDOT INLET ALONG THE NORTH SIDE OF BUSINESS 83 VIA AN 18" AND 8" BLEEDER LINE. THE TXDOT STORM SEWER SYSTEM FLOW EAST APPROXIMATELY 1.4 MILES ULTIMATELY DISCHARGING INTO THE PERIDAL DRAIN. SAID DETENTION POND WILL BE DEDICATED TO THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 THROUGH A SEPARATE INSTRUMENT. RUNOFF FLOWING EASTERLY IS CARRIED THROUGH VILLA RAMA EAST, AND IS DISCHARGED INTO THE ROAD DITCH OF SILVER SPUR ROAD (40-FOOT RD.); SAID ROAD DITCH FLOW SOUTHERLY TOWARDS BUSINESS 83.

IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE POLICY, THE POST-CONSTRUCTION PEAK RATE OF RUNOFF FOR THIS SUBDIVISION WILL NOT BE INCREASED DURING THE 10--YEAR RAINFALL EVENT. THEREFORE, AS PER ATTACHED CALCULATIONS, THE 35,351 CUBIC FEET OF RUNOFF DETENTION REQUIRED FOR THIS DEVELOPMENT WILL BE STORED IN THE EXISTING DETENTION POND. THE CURRENT STORAGE CAPACITY OF THE DETENTION POND IS APPROXIMATELY 279,272 CUBIC FEET. THE TOTAL AMOUNT OF RUNOFF DETENTION REQUIRED, INCLUDING THE RECORDED SUBDIVISIONS, FUTURE DEVELOPMENT, AND VILLA RAMA PH. 6 SUBDIVISION IS 211,600 CUBIC FEET. ONCE THE STORAGE CAPACITY OF THE DETENTION POND IS EXPANDED, IT WILL HOLD A TOTAL OF 270,272 CUBIC FEET APPROXIMATELY. THE DETENTION WITHIN THE GREEN AREAS ON THE LOTS WILL BE APPROVED BY THE CITY OF PALMVIEW DURING THE BUILDING PERMIT PROCESS.

THE AMOUNTS OF DETENTION REQUIRED FOR PREVIOUSLY RECORDED SUBDIVISION, VILLA RAMA PH 6 SUBDIVISION (CURRENT DEVELOPMENT) AND FUTURE DEVELOPMENT IS AS FOLLOWS:

| | |
|---|---|
| *VILLA RAMA EAST: | 8,538 C.F. |
| *VILLA RAMA EAST PHASE II: | 19,167 C.F. |
| *VILLA RAMA EAST PHASE III: | 22,651 C.F. |
| *VILLA RAMA EAST PHASE IV: | 22,651 C.F. |
| *VILLA RAMA EAST PHASE V: | 6,032 C.F. |
| VILLA RAMA PH. 6 SUBDIVISION: | 35,351 C.F. |
| FUTURE DEVELOPMENT: | 97,210 C.F. |
| TOTAL: | 211,600 C.F. |

(*RECORDED SUBDIVISIONS)

EXISTING RETENTION AREA STORAGE CAPACITY: 270,272 C.F.

–SEE CALCULATION SHEET FOR FUTURE DEVELOPMENT DETENTION REQUIRED–

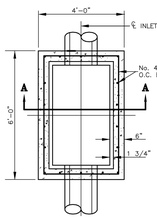
MELDEN & HUNT, INC.
TEXAS REGISTRATION F–1435

CERTIFICATION:

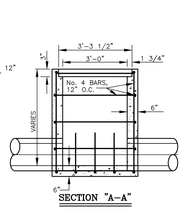
BY MY SIGNATURE BELOW, I CERTIFY THAT THE ABOVE–MENTIONED RETENTION POND, AFTER RE–SHAPED AND RE–EXCAVATED, WILL HAVE A TOTAL STORAGE CAPACITY OF 270,272 CUBIC FEET. SAID CAPACITY SURPASSES THE 200,509 OF CUBIC FEET REQUIRED FOR THIS SUBDIVISION, THE FUTURE DEVELOPMENT AND THE EXISTING (RECORDED) SUBDIVISIONS.

STATE OF TEXAS · FRED L. KURTH · 54151 · LICENSED · PROFESSIONAL ENGINEER

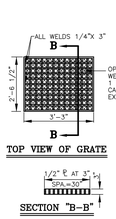
FRED L. KURTH, P.E. # 54151, R.P.L.S. # 4750 — DATE:



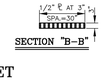

TOP VIEW OF INLET




SECTION "A–A"



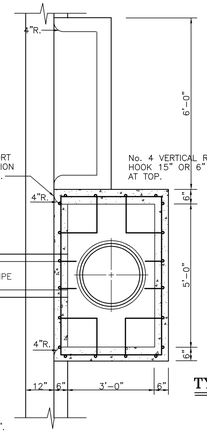

TOP VIEW OF GRATE



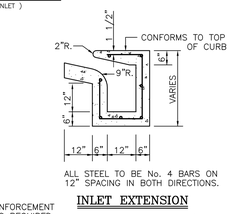

SECTION "B–B"

## TYPE "C–C" GRATED INLET

( TWO GRATES PER INLET )
N.T.S.

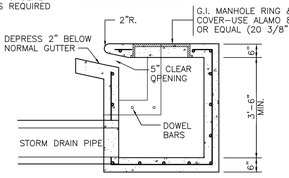



PLAN




ALL STEEL TO BE No. 4 BARS ON 12" SPACING IN BOTH DIRECTIONS.

INLET EXTENSION

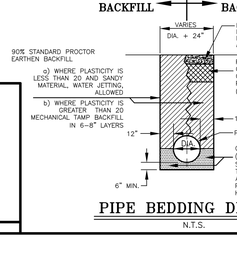



ALL STEEL TO BE No. 4 BARS 12" SPACING IN BOTH DIRECTIONS.

SECTION

## TYPE "A" INLET

N.T.S.




PIPE BEDDING DETAILS

N.T.S.

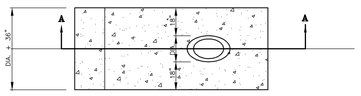
## SHEET 4 OF 4

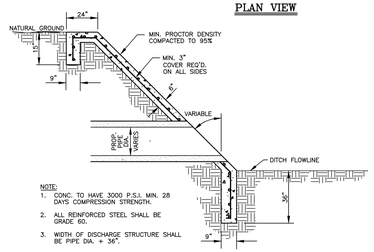

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115 W. McINTYRE
EDINBURG, TX 78541
PH: (956) 381–0981
FAX: (956) 381–1839
www.meldenandhunt.com


BOOK T– 838 PG. 40–41
DATE: 11–28–07
JOB No. 07152
FILE NAME: 07152–PLAT
DRAWN BY: J. D' Z./C.M.

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H.C.D.D.#1 STORM DISCHARGE STRUCTURE

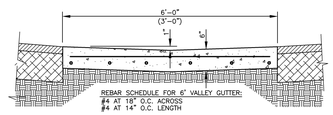
N.T.S.

## LEGEND

PROP. PAVEMENT (ASPHALT)

EXIST. PAVEMENT (ASPHALT)

EXIST. DIRT ROAD

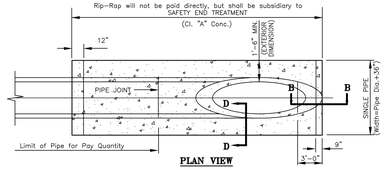



SECTION "CC" – CONCRETE VALLEY GUTTER

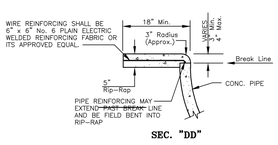
N.T.S.

GENERAL NOTES:

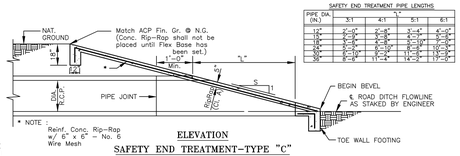
1. ALL CONCRETE WORK SHALL BE TREATED WITH MEMBRANE CURING COMPOUND TYPE 2 WHITE PIGMENTED IN ACCORDANCE W/ THD 1972 SPECIFICATIONS ITEM 531, CONSIDERED INCIDENTAL TO CONCRETE WORK.
2. 1/2" EXPANSION JOINTS REQUIRED AT 70' c.c. AND AT THE BEGINNING AND END OF ALL RADII. CONTRACTION JOINTS SHALL NOT EXCEED 10' C.C.




PLAN VIEW

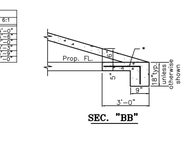



SEC. "DD"




ELEVATION

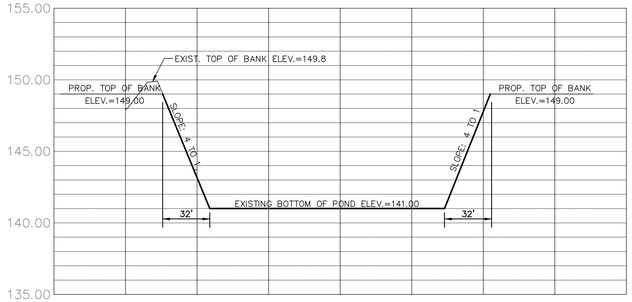
SAFETY END TREATMENT–TYPE "C"




SEC. "BB"

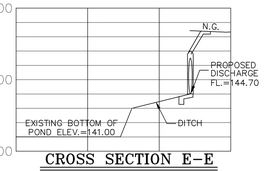
## SAFETY END TREATMENT – (Type "C") DETAILS

N.T.S.



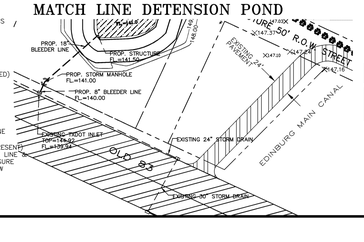

## DETENTION POND PROFILE

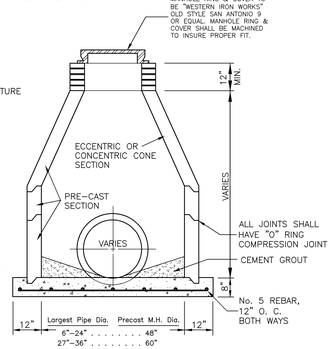
EXISTING STORAGE CAPACITY=179,652 CUBIC FEET
PROPOSED STORAGE EXPANSION= 90,620 CUBIC FEET
TOTAL PROPOSED STORAGE CAPACITY= 270,272 CUBIC FEET
SCALE: HORIZONTAL: 1"=50' VERTICAL: 1"=5'




CROSS SECTION E–E

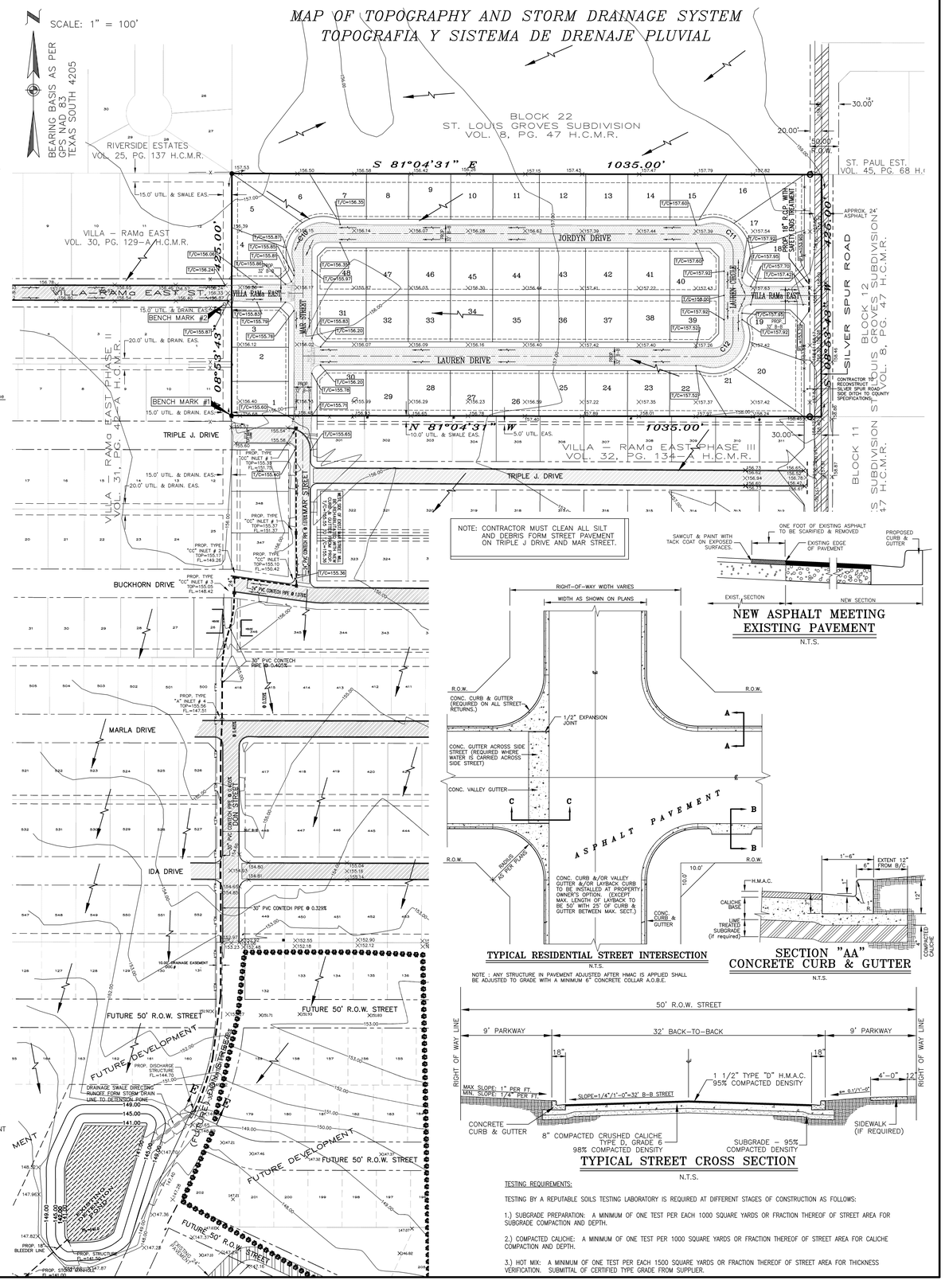
SCALE: HORIZONTAL: 1"=50' VERTICAL: 1"=5'




STANDARD STORM SEWER PRE–CAST CONCRETE MANHOLE

N.T.S.







NEW ASPHALT MEETING EXISTING PAVEMENT

N.T.S.




TYPICAL RESIDENTIAL STREET INTERSECTION

N.T.S.

SECTION "AA" CONCRETE CURB & GUTTER

N.T.S.

NOTE : ANY STRUCTURE IN PAVEMENT ADJUSTED AFTER HMAC IS APPLIED SHALL BE ADJUSTED TO GRADE WITH A MINIMUM 6" CONCRETE COLLAR A.O.B.E.




TYPICAL STREET CROSS SECTION

N.T.S.

TESTING REQUIREMENTS:

TESTING BY A REPUTABLE SOILS TESTING LABORATORY IS REQUIRED AT DIFFERENT STAGES OF CONSTRUCTION AS FOLLOWS:

1.) SUBGRADE PREPARATION: A MINIMUM OF ONE TEST PER EACH 1000 SQUARE YARDS OR FRACTION THEREOF OF STREET AREA FOR SUBGRADE COMPACTION AND DEPTH.

2.) COMPACTED CALICHE: A MINIMUM OF ONE TEST PER 1000 SQUARE YARDS OR FRACTION THEREOF OF STREET AREA FOR CALICHE COMPACTION AND DEPTH.

3.) HOT MIX: A MINIMUM OF ONE TEST PER EACH 1500 SQUARE YARDS OR FRACTION THEREOF OF STREET AREA FOR THICKNESS VERIFICATION. SUBMITTAL OF CERTIFIED TYPE GRADE FROM SUPPLIER.

# 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:** 07-02-2013

PROPOSED **LOMA VERDE NO. 3** SUBDIVISION, PRECINCT No. **4**

ENGINEER: **QUINTANILLA, HEADLEY & ASSOC.** DEVELOPER: **KYLE RUPPERT**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **30** ☒ *SINGLE FAMILY _____ ☐ *MULTI-FAMILY _____ ☐ COMMERCIAL _____ ☐ INSTITUTION

LOCATION DESCRIPTION: **East of Sunflower Road intersection with Mile 21 ½ North Rd.**

SUBDIVISION LIES WITHIN THE: ☒ *The Rural area of the County.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: **05-17-2013** PROPERTY LIES WITHIN FLOOD ZONE: "X" AS PER FEMA.

DRAINAGE DESIGN: **Detention will be accomplished by widening the existing drainage ditch on the South side of the subdivision and by a proposed Type "CC" inlet on the low area of the property between Lots 8 & 9 discharging east to drain ditch with a 18" pipe.**

ROAD R.O.W. DEDICATION: **10 feet North & South of Mile 21 ½ North Rd.**

H.C.R.O.W. PRELIMINARY APPROVED DATE: **05/16/2013**: By **Jesse Ozuna** R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **05/20/2013** By, **Elizardo "Chardo" Ramos** Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Jose Angel Gonzalez**
☐ OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: _____

WATER SERVICE PROVIDER: **N.A.W.S.C.** LINE SIZE: **8"** LOCATION: **Mile 21 ½ North Rd.**

H.C.O.E.C. PRELIMINRAY APPROVED DATE: **05-24-2013**: By **Martin Ramirez, Environmental Compliance Coordinator**
☒ **LARGE CONSTRUCTION**
*The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.*

REQUEST FOR FINAL APPROVAL WITH: ☐ **Cash Deposit:** *Amount:*$_____*For:* ☐ *OSSF(S)*_____ ☐ PAVING ☐ DRAINAGE ☐ STREET SIGNS

☐ **A Letter of Credit** *Financial Institution:* _____ *L.O.C No.* _____
*Amount:* $_____*For:* ☐ *OSSF(S)*_____ ☐ PAVING ☐ DRAINAGE ☐ STREET SIGNS

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY ADVISORY BOARD ON: ***JUNE 18, 2013.***

STAFF RECOMMENDS:

☒ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments.*

☐ **Final Approval** *subject to recommendations 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.*

SUBDIVISION PLAT OF:

# LOMA VERDE SUBDIVISION No. 3

**A 30.10 ACRE (MAP RECORD: 30.00 ACRES) TRACT OF LAND BEING ALL OF LOTS 141, 142 AND 143, DELTA ORCHARDS SUBDIVISION UNIT No.2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 6, PAGE 33, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2375924, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.**

METES AND BOUNDS

A 30.10 ACRE (MAP RECORD: 30.00 ACRES) TRACT OF LAND BEING ALL OF LOTS 141, 142 AND 143, DELTA ORCHARDS SUBDIVISION UNIT No.2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 6, PAGE 33, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2375924, 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 WITH CAP STAMPED RPLS 4856 SET IN THE CENTERLINE OF SUNFLOWER ROAD FOR THE SOUTHWEST CORNER OF LOT 141 AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 09°20' E, ALONG THE WEST LINE OF LOTS 141, 142 AND 143, AND THE CENTERLINE OF SUNFLOWER ROAD, A DISTANCE OF 1,980.80 FEET (MAP RECORD: 1,980.00 FEET) TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE NORTHWEST CORNER OF LOT 143 AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 80°40' E, ALONG THE NORTH LINE OF LOT 143, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 30.00 FEET FOR THE EAST RIGHT OF WAY LINE OF SUNFLOWER ROAD, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 576.50 FEET FOR THE WEST LINE OF A DRAIN DITCH RIGHT OF WAY, A TOTAL DISTANCE OF 662.00 FEET (MAP RECORD: 660.00 FEET) TO A POINT INSIDE SAID DRAIN DITCH FOR THE NORTHEAST CORNER OF LOT 143 AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 09°20' W, ALONG THE EAST LINE OF LOTS 141, 142 AND 143, AND ALONG A DRAIN DITCH, PASSING AT 1,320.80 FEET THE CENTERLINE OF MILE 21 1/2 NORTH ROAD, A TOTAL DISTANCE OF 1,980.80 FEET (MAP RECORD: 1,980.00 FEET) TO A POINT INSIDE SAID DRAIN DITCH FOR THE SOUTHEAST CORNER OF LOT 141 AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 80°40' W, ALONG THE SOUTH LINE OF LOT 141 AND SAID DRAIN DITCH, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 632.00 FEET FOR THE EAST RIGHT OF WAY LINE OF SUNFLOWER ROAD, A TOTAL DISTANCE OF 662.00 FEET (MAP RECORD: 660.00 FEET) TO THE POINT OF BEGINNING AND CONTAINING 30.10 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH LANTANA ACRES No.2, RECORDED IN VOLUME 35, PAGE 35, MAP RECORDS, HIDALGO COUNTY, TEXAS.

## STATE OF TEXAS
## COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.

ALFONSO QUINTANILLA
4856
REGISTERED PROFESSIONAL LAND SURVEYOR

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

4-23-2013
DATE

## INDEX TO SHEETS


SHEET 1.– HEADING INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: MAP: LOT, STREETS, AND EASEMENT LAYOUT: DESCRIPTION (METES AND BOUNDS): ENGINEER'S & SURVEYOR'S CERTIFICATION: PLAT NOTES AND RESTRICTIONS: OWNER'S ACKNOWLEDGMENT: N.A.W.S.C. CERTIFICATE, HIDALGO COUNTY R.O.W. AND HEALTH DEPT. CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE: DELTA LAKE IRRIGATION DISTRICT CERTIFICATION, H.C.D.D. No. 1 CERTIFICATION; REVISION NOTES.

SHEET 2.– MAP OF WATER DISTRIBUTION SYSTEM , COUNTY CLERK'S RECORDING CERTIFICATE; ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND OSSF SYSTEM, AND ENGINEERING CERTIFICATION: REVISION NOTES. COUNTY CLERK'S RECORDING CERTIFICATE

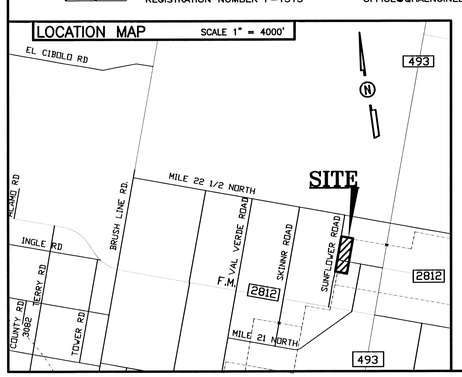
SHEET 3.– DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE; MAP OF TOPOGRAPHY AND DRAINAGE AND ENGINEER'S CERTIFICATION


**REVISION NOTES**

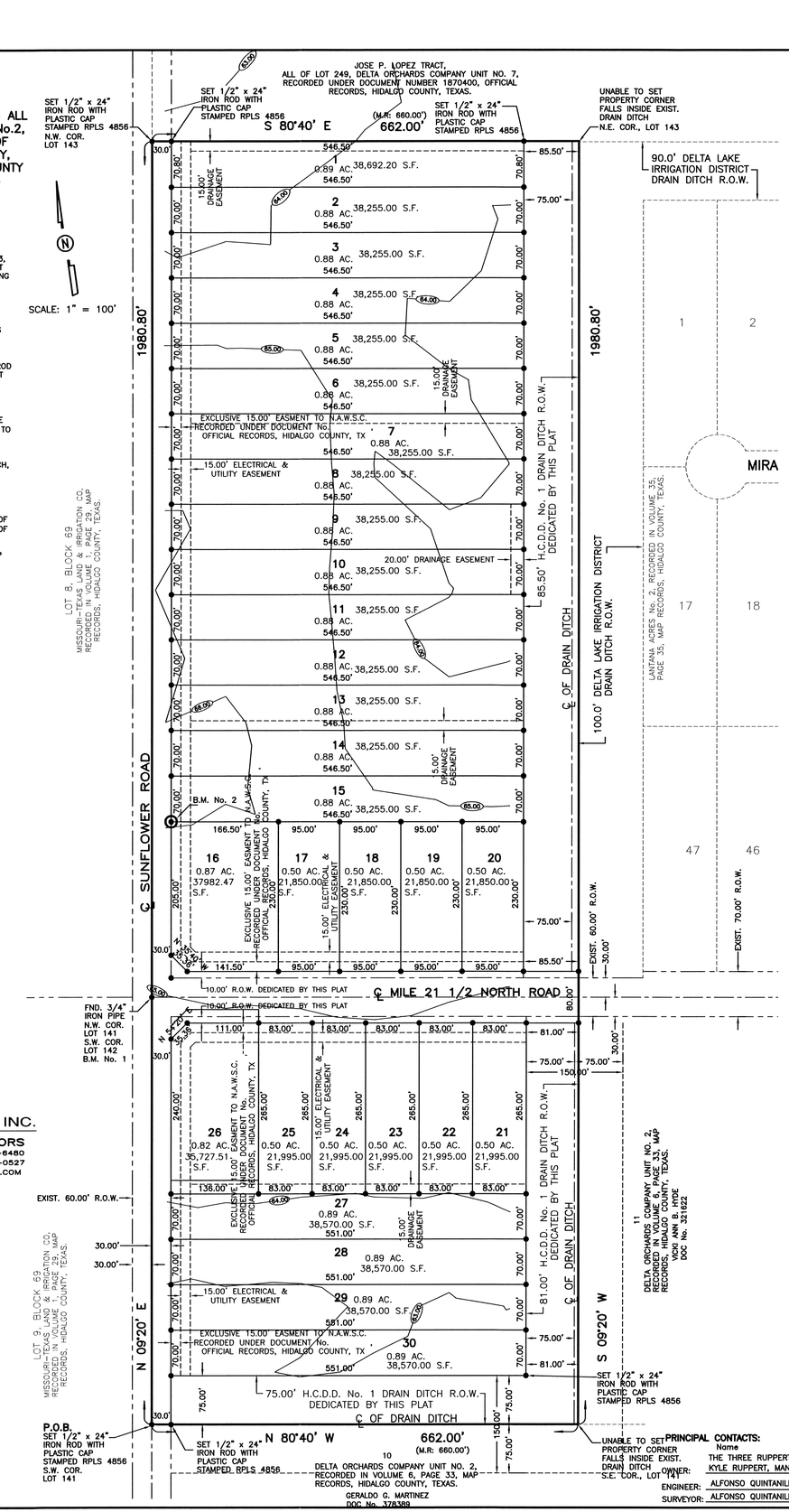
| No. | Sheet | REVISION | Date | Approved |
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QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513
LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM


LOCATION MAP SCALE 1" = 4000'




SCALE: 1" = 100'




## PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X"
AREAS DETERMINED TO BE OUTSIDE 500 YEAR FLOODPLAIN.
COMMUNITY–PANEL NUMBER 480334 0350 C
MAP REVISED: MAY 17, 2001 LOMR
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100–YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2.– MINIMUM BUILDING SETBACK LINES:
FRONT: 40.00 FEET ALONG MILE 21 1/2 NORTH
FRONT: 30.00 FEET ALONG SUNFLOWER ROAD
REAR: 35.00 FEET OR EASEMENT, WHICHEVER IS GREATER
SIDE: 6.00 FEET OR EASEMENT, WHICHEVER IS GREATER

3.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCES: NO MORE THAN ONE–SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS.(ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT OFFICE OF ENVIRONMENTAL AND COMPLIANCE AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4.– MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF 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= 64.22 FND 1/2" IRON PIPE FOUND AT THE INTERSECTION OF SUNFLOWER ROAD AND MILE 22 1/2 NORTH ROAD. NAVD 88 DATUM.
B.M. No.2: ELEV.=66.10 1/2 IRON ROD SET IN CONCRETE WITH DISC AT THE NORTHWEST CORNER OF LOT 16 OF PROPOSED 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 **128,002.51** FT( **2.94** ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: SEE DRAINAGE REPORT ON SHEET No.3.

7.– THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.

8.– LEGEND • – DENOTES 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856, UNLESS OTHERWISE NOTED.

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.– NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

12.– **THE THREE RUPPERTS I, L.L.C.**
**KYLE RUPPERT, MANAGER**, THE OWNER & SUBDIVIDER OF **LOMA VERDE SUBDIVISION No. 3** 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 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.

15.–The purchaser of each lot shall be responsible to installed driveway culvert reinforced concrete pipe of on less than 15 inches in diameter and 24 feet in length

NOTE:
HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS CODE No. 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

**RIGHT OF WAY EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees ( hereinafter called "Grantor"whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the 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 pipiene installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein, Thus agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above–described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this____ day of

_____ 20____

**THE THREE RUPPERTS I, L.L.C.**
**KYLE RUPPERT, MANAGER**
**9805 N. EXPRESSWAY 281**
**EDINBURG, TEXAS 78542**

**LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:**
LOMA VERDE SUBDIVISION No. 3, IS LOCATED IN THE EAST HIDALGO COUNTY ON THE EAST SIDE OF SUNFLOWER ROAD AT THE INTERSECTION OF SUNFLOWER ROAD AND MILE 21 1/2 NORTH. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 77,100). LOMA VERDE SUBDIVISION No. 3, LIES APPROXIMATELY 4.2 MILE FROM THE CITY LIMITS AND IT IS NOT WITHIN THE CITY'S TWO–MILE EXTRA TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021 AND IT IS NOT WITHIN THE CITY'S THREE AND A HALF MILE EXTRA TERRITTOIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001 AND LIES IN PRECINCT No. 4.

**PRINCIPAL CONTACTS:**

| | Name | Address | City & Zip | Phone | Fax |
|---|---|---|---|---|---|
| OWNER: | THE THREE RUPPERTS I, L.L.C. KYLE RUPPERT, MANAGER | 9805 N. EXPRESSWAY 281 | EDINBURG Tx. 78542 | (956)383–0868 | (956)383–2301 |
| 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 |

## STATE OF TEXAS
## COUNTY OF HIDALGO
## OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, KYLE RUPPERT, MANAGER OF THE THREE RUPPERTS I, L.L.C. AS OWNER OF OF THE 31.60 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED LOMA VERDE SUBDIVISION No. 3, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____ DATE

**THE THREE RUPPERTS I, L.L.C.**
**KYLE RUPPERT, MANAGER**
**9805 N. EXPRESSWAY 281**
**EDINBURG, TEXAS 78542**

## STATE OF TEXAS
## COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared KYLE RUPPERT, MANAGER OF THE THREE RUPPERTS I, L.L.C. known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and considerations therein stated.

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

LILIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2016

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 LOMA VERDE SUBDIVISION No. 3, 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 **LOMA VERDE SUBDIVISION No. 3** WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____, _____.

_____ _____
HIDALGO COUNTY RIGHT OF WAY DIRECTOR DATE

## HIDALGO COUNTY
## CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF **LOMA VERDE SUBDIVISION No. 3** WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, _____.

_____ _____
ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

## DRAINAGE STATEMENT

We, the undersigned owner(s) of land shown on this plat for the consideration of Delta Lake Irrigation District (Willacy and Hidalgo County) approving this plat, assume all responsibility for the drainage of the land covered hereby and we, our heirs and assigns, assume any cost in connection with any drainage needed now or at any time in the future.

_____
**THE THREE RUPPERTS I, L.L.C.**
**KYLE RUPPERT, MANAGER**

## STATE OF TEXAS
## COUNTY OF HIDALGO
## COUNTY OF WILLACY

This plat, **LOMA VERDE SUBDIVISION No. 3** has been submitted to and considered by the Delta Lake Irrigation District of Willacy and Hidalgo County, Texas and is hereby approved by such district. "All rights, rules and regulations of Delta Lake Irrigation District existing prior to the submission of this plat are not abridged by the subsequent approval of this plat by the said District, notwithstanding any provision or notation otherwise in this plat." (This requirement will be inapplicable if any rights, rules or regulations of the District are intended by the District to be abridged.) Delta Lake Irrigation District will not allow any structures 15' from the centerline of a pipeline or 25' from the inside toe of any main or lateral canal or drainage ditch, and that no fencing will be installed or remain on any Districts easements or right of way unless approved by the District management. All approved fencing will be required to have gates providing a minimum opening of 16 feet. Subject to notice that irrigation water is available only at existing irrigation outlets. Any modification, change, or additional outlets must be approved by the district, and be at expense of the owner.

Any failure to record this plat in the office of the County Clerks Office of Willacy or Hidalgo County within one year after this date, shall cause this approval to become VOID.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____, DAY OF _____, 20____.

APPROVED BY: _____
PRESIDENT: Dale Murden

ATTEST BY: _____
SECRETARY: Neal Galloway

## STATE OF TEXAS
## COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT

ALFONSO QUINTANILLA
95534
LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 95534

6-7-13
DATE

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT_____ AM/PM

INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____ DEPUTY

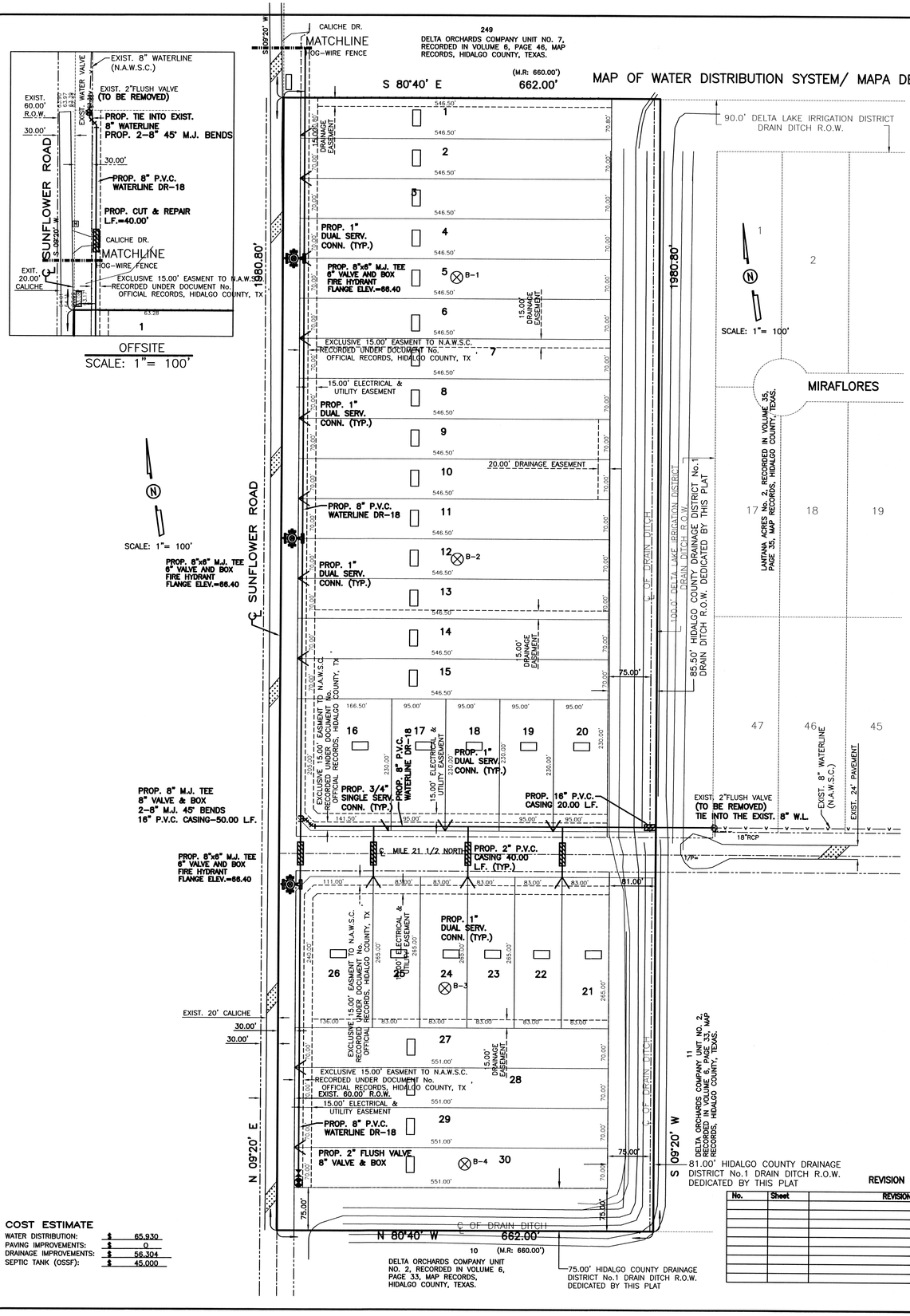
**DATE OF PREPERATION: 4-23-13**

| SHEET NO. 1 OF 3 SHEETS | FILENAME : F:\DATA\SUBDMS\HIDALGO CO.\LOMA VERDE SUBDIVISION 3\PLAT | | | |
|---|---|---|---|---|
| | DATE PREPARED | PREPARED BY | CHECKED BY | APPROVED BY |
| | APRIL 23, 2013 | M. GONZALEZ | | |
| | DATE REVISED | REVISED BY | CHECKED BY | APPROVED BY |

# LOMA VERDE SUBDIVISION No. 3

A 30.10 ACRE (MAP RECORD: 30.00 ACRES) TRACT OF LAND BEING ALL OF LOTS 141, 142 AND 143, DELTA ORCHARDS SUBDIVISION UNIT No.2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 6, PAGE 33, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2375924, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

## MAP OF WATER DISTRIBUTION SYSTEM/ MAPA DE DISTRIBUCION DE AGUA




### COST ESTIMATE

| | | |
|---|---|---|
| WATER DISTRIBUTION: | $ | 65,930 |
| PAVING IMPROVEMENTS: | $ | 0 |
| DRAINAGE IMPROVEMENTS: | $ | 56,304 |
| SEPTIC TANK (OSSF): | $ | 45,000 |

### REVISION NOTES

| No. | Sheet | REVISION | Date | Approved |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
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## FINAL ENGINEERING REPORT FOR LOMA VERDE SUBDIVISION No. 3

BY ALFONSO QUINTANILLA, P.E.

### WATER SUPPLY: Description, Costs, and Operability date

BY ALFONSO QUINTANILLA, P.E.

LOMA VERDE SUBDIVISION No. 3 WILL BE PROVIDED WITH POTABLE WATER BY THE NORTH ALAMO WATER SUPPLY CORPORATION "N.A.W.S.C.". THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO THE FULL DEVELOPMENT OF THIS SUBDIVISION. N.A.W.S.C. HAS AN EXISTING 8" DIAMETER WATERLINE RUNNING ON THE EAST SIDE OF SUNFLOWER ROAD AND ANOTHER EXISTING 8" DIAMETER WATERLINE RUNNING ON THE NORTH SIDE OF MILE 21 1/2 NORTH ROAD.

THE WATER SYSTEM FOR LOMA VERDE SUBDIVISION No. 3 CONSISTS OF TWO PROPOSED 8" DIAMETER WATERLINE THAT TAPS INTO THE SAID EXISTING 8" WATERLINE. THE PROPOSED 8" DIAMETER WATERLINE RUNS SOUTH ALONG THE EAST SIDE OF SUNFLOWER ROAD ENDING WITH A 2" FLUSH VALVE NEAR LOT 30. ANOTHER PROPOSED 8" DIAMETER WATERLINE RUNS WEST ALONG THE NORTH SIDE OF MILE 21 1/2 NORTH ROAD AND TIES INTO THE PROPOSED 8" DIAMETER WATERLINE ON SUNFLOWER ROAD.

FROM THE PROPOSED 8" WATERLINES FOURTEEN (14) 1" DUAL WATER SERVICES RUN TO PAIRS OF LOTS BEFORE SPLITTING INTO TWO (2) 1" DIAMETER SINGLE SERVICES AND TWO (2) 3/4" DIAMETER SINGLE SERVICES GOING TO THE METER BOXES FOR EACH LOT.

THE 8" LINE, THE DUAL SERVICES AND 3/4" SINGLE SERVICES, AND THE METER BOXES WILL BE INSTALLED, AT A TOTAL COST OF $ 44,250.00, OR $ 1475.00 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $ 65,930.00, WHICH COVERS THE $ 2197.67 COST PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, WATER RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C. UPON REQUEST BY THE LOT OWNER, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

### SEWAGE FACILITIES: Description, Costs, and Operability Date

SEWAGE FROM LOMA VERDE SUBDIVISION No. 3, WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAINFIELD ON EACH LOT. THE SITE EVALUATOR (LICENSE NUMBER OS 12258) HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. HIGHLIGHTS OF THE REPORT ARE AS FOLLOWS: AND THE DRAINAGE EASEMENTS.

EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE THE UNITED STATES OF AGRICULTURE SOIL CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A SANDY CLAY LOAM. THE SITE EVALUATOR (LICENSE NUMBER OS 12258) HAD FOUR TEST BORINGS MADE AT OPPOSITE AREAS OF THE SUBDIVISION AT THE CENTERS OF LOTS 5, 12, 24 AND 30 (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMITED AREA.) THE SOIL REPORT AS PREPARED BY THE SITE EVALUATOR (LICENSE NUMBER OS 12258) INDICATES A UNIFORM SANDY CLAY LOAM (WITH TEXURE CLASS III) EXTENDING MORE THAN 24" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL. THE 10-YEAR FLOODPLAIN BEING CONTAINED WITHIN THE STREET AND THE DRAINAGE EASEMENTS.

THE ESTIMATED COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $0.00, INCLUDING THE COSTS FOR THE REQUIRED PERMIT AND LICENSE. NO OSSF HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL.

WITH THE FILING OF THIS FINAL PLAT, THE SUBDIVIDER IS PROVIDING ADEQUATE FINANCIAL GUARANTEES OF PERFORMANCE IN THE FORM OF A PERSONAL CHECK REPRESENTING A "CASH DEPOSIT" TO BE HELD BY THE COUNTY OF HIDALGO IN ESCROW IN THE AMOUNT OF $45,000.00, WHICH IS THE ESTIMATED TOTAL COST TO INSTALL A SEPTIC TANK SYSTEM ON EACH LOT. THE SUBDIVIDER WILL INCLUDE THE COST OF A SEPTIC TANK SYSTEM IN THE SALE PRICE OF THE LOT.

AT ANY TIME AFTER THE LOT IS SOLD, THE PURCHASER MAY INITIATE INSTALLATION OF A SEPTIC SYSTEM BY WRITING OR CALLING THE SUBDIVIDER AND THEN FILING WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AN APPLICATION FOR A PERMIT TO CONSTRUCT A SEPTIC SYSTEM. SEPTIC TANK SYSTEMS SHALL BE INSTALLED ON THE LOT PRIOR TO THE COUNTY ISSUING A FINAL LIGHT AND WATER CLEARANCE.

**CERTIFICATION:**

BY MY SIGNATURE BELOW, I 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 ESTIMATED COSTS TO INSTALL UNCONSTRUCTED WATER AND ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

**WATER FACILITIES**– THESE FACILITIES HAVE BEEN FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $ 44,250.00 WHICH EQUALS TO $ 1475.00 PER LOT. IN ADDITION THE SUBDIVIDER HAS PAID A TOTAL OF $ 65,930.00 TO N.A.W.S.C.

**SEWAGE FACILITIES**– SEPTIC SYSTEM IS ESTIMATED TO COST $ 1,500.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $ 45,000.00 FOR THE ENTIRE SUBDIVISION.

STATE OF TEXAS · ALFONSO QUINTANILLA · 95534 · LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 95534

6-7-13
DATE

### SUBDIVIDER CERTIFICATION

1.– BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE BY STATE AND COUNTY REGULATIONS.

**SUBDIVIDER STATEMENT:**

**KYLE RUPPERT, MANAGER**

1.– I (WE), THE THREE RUPPERTS I, L.L.C. SUBDIVIDERS OF LOMA VERDE SUBDIVISION No. 3 HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAID AND COPIES OF RECEIPTS WILL BE ON FILE WITH THE HIDALGO COUNTY PLANNING DEPARTMENT; THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS TO THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

DATE

THE THREE RUPPERTS I, L.L.C.
KYLE RUPPERT, MANAGER
9805 N. EXPRESSWAY 281
EDINBURG, TEXAS 78542

STATE OF TEXAS
COUNTY OF HIDALGO

KYLE RUPPERT
MANAGER OF THE THREE RUPPERTS I, L.L.C.

**BEFORE ME,** the undersigned notary public, on this day personally appeared proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, de-clared that the statements therein are true and correct and acknowledged that she executed the same for the purposed and consideration thereby expressed.

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

LILIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2016

LILIA A. QUINTANILLA– NOTARY PUBLIC

## REPORTE FINAL DE INGENIERIA PARA LA SUBDIVISION DE LOMA VERDE SUBDIVISION No. 3:

BY ALFONSO QUINTANILLA, P.E.

### PROVISION DE AGUA: Descripcion, Gastos, y Fecha de Inicio

LA SUBDIVISION LOMA VERDE SUBDIVISION No. 3, RECIBIRA SU PROVISION DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (LA COMPAÑIA DE AGUA DE NORTH ALAMAO) ("N.A.W.S.C."). EL DUEÑO DE LA SUBDIVISION Y LA COMAÑIA N.A.W.S.C. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISION RECIBIRA SU PROVISION DE AGUA POR LOS PROXIMOS 30 AÑOS. N.A.W.S.C. TENDRA QUE REPRESENTAR DOCUMENTACION PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISION. N.A.W.S.C. TIENE UNA LINEA EXISTENTE DE 8 PULGADAS DE DIAMETRO QUE CORRE POR EL LADO ESTE DE LA CALLE SUNFLOWER ROAD. Y OTRA LINEA EXISTENTE DE 8 PULGADAS DE DIAMETRO QUE CORRE POR EL LADO NORTE DE LA CALLE MILE 21 1/2 NORTH ROAD.

EL SISTEMA DE PROVISION DE AGUA PARA LA LOMA VERDE SUBDIVISION No. 3 CONSISTE DE DOS LINEA PROPUESTA DE 8 PULGADA DE DIAMETER. LA LINEA PROPUESTA DE 8 PULGADA DE DIAMETRO CORRE SUR POR EL LADO ESTE DE LA CALLE SUNFLOWER ROAD TERMINANDO CON UNA VULVA DE 2 PULGADAS CERCA DE LOTE 30. Y OTRA LA LINEA PROPUESTA DE 8 PULGADA DE DIAMETRO CORRE OESTE POR EL LADO NORTE DE LA CALLE MILE 21 1/2 NORTH ROAD Y SE CONECTA CON LA LINEA PROPUESTA DE 8 PULGADA DE DIAMETRO EN LA CALLE SUNFLOWER ROAD.

DE LA PROPUESTA DE 8 PULGADAS DE DIAMETRO CATORCE (14) CONDUCTOS DOBLES DE 1 PULGADA DE DIAMETRO, QUE SE DIVIDEN EN DOS LINEAS DE 1 PULGADA Y TWO (12) LINEAS DE 3/4 DE PULGADA QUE CORREN HACIA LOS MEDIDORES DE AGUA DE LOS LOTES.

LA LINEA PROPUESTA DE 8 PULGADS, LOS SERVICIOS DOBLES DE 1 PULGADA Y LOS SERVICIOS SIMPLES HAN SIDO INSTALADOS A UN COSTO TOTAL DE US$ 44,250.00 O US$ 1475.00 POR LOTE. EL DUEÑO DE LA SUBDIVISION HA TAMBIEN PAGADO US$ 65,930.00 O US$ 2197.67 POR LOTE A N.A.W.S.C. PEL COSTO DE LA INSTALACION DE CADA MEDIDOR Y LOS GASTOS DE CONEXIÓN. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑIA N.A.W.S.C. LO INSTALARA SIN ALGÚN GASTO AL DUEÑO. 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: Descripcion, Gastos y Fecha de Inicio

EL DRENAJE DE LOMA VERDE SUBDIVISION No. 3, TENDRA FOSAS SEPTICAS INDIVIDUALES (OSSF) CONSISTIENDO EN UN DISEÑO NORMAL, CON DOBLE COMPARTIMIENTO DE FOSA SEPTICA (OSSF) Y UN CAMPO DE DRENAJE EN CADA SOLAR. EL EVALUADOR (LIC# OS 12258) DE ENSUCIE HA INSPECCIONADO, EVALUADO Y REPORTADO QUE LA UBICACION DE LA SUBDIVISION ES CONVENIENTE PARA FOSAS SEPTICAS (OSSF). EL REPORTE FUE EXAMINADO Y APROBADO POR EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO.

CADA SOLAR EN LA SUBDIVISION MIDE MEDIO ACRE DE TAMAÑO. EL LIBRO DE SERVICIOS Y CONSERVACION DEL SUELO DEL DEPARTAMENTO DE AGRICULTURA DE LOS ESTADOS UNIDOS (USDA) INDICA UNA MEZCLA DE BARRO ARENOSO. EL EVALUADOR (LIC# OS 12258) HIZO CUATRO (4) PRUEBAS CON AGUJEROS EN EL CENTRO DE LOS LOTES 5, 12, 24 Y 30 (PRUEBAS ADICIONALES NO FUERON NECESARIAS PORQUE EL SUELO ES MUY UNIFORME DENTRO DEL AREA DELIMITADA). EL SUELO ES UNIFORME, DE BARRO ARENOSO (CON TEXTURA CLASE III) EXTENDIDO A MAS DE 24 PULGADAS BAJO EL FONDO DE CUALQUIER EXCAVACION POR EL EVALUADOR (LIC# OS 12258). NO HAY PRESENCIA DE AGUA SUBTERRANEA BAJO LA CAPA DE 24 PULGADAS DE FONDO DE LAS EXCAVACIONES.

EL COSTO ESTIMADO PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR SON US$ 1500.00, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS NINGUNA FOSA SEPTICA HA SIDO INSTALADA EN EL PROCESO DE LA APROBACION FINAL.

CON EL ARCHIVAMIENTO DEL PLAN FINAL, EL DUEÑO DE LA SUBDIVISIÓN PROPORCIONARA UNA GARANTÍA FINANCIERAS ADECUADAS CON DESEMPEÑO EN FORMA DE UN CHEQUE PERSONAL REPRESENTANDO UN "DEPOSITO EN EFECTIVO" OBTENIDO POR EL CONDADO DE HIDALGO EN LA CANTIDAD DE US$ 45,000.00, QUE ES EL COSTO TOTAL ESTIMADO PARA INSTALAR UN SISTEMA DE FOSA SÉPTICAS EN CADA TERRENO. EL DUEÑO DE LA SUBDIVISIÓN INCLUIRÁ EL COSTO DE UN SISTEMA DE FOSA SÉPTICAS EN EL PRECIO DE VENTA DEL TERRENO.

EN CUALQUIER MOMENTO DESPUÉS DE QUE EL TERRENO SEA VENDIDO, EL COMPRADOR PUEDE INICIA LA INSTALACIÓN DE UN SISTEMA SÉPTICO ESCRIBIENDO O LLAMANDO AL DUEÑO DE LA SUBDIVISIÓN Y ENTONCES ARCHIVANDO EN EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO UNA APLICACIÓN PARA UN PERMISO DE CONSTRUIR PARA UN SISTEMA SÉPTICA. LAS FOSAS SÉPTICAS DEBEN DE ESTAR INSTALADAS ANTES QUE EL CONDADO DE HIDALGO PUEDA APROBAR LA AUTORIZACIÓN DE LUZ Y AGUA.

**CERTIFICACION**

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO, CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

**AGUA:** EL SISTEMA/SERVICIO DE AGUA ESTA TOTALMENTE CONSTRUIDO, CON LA INSTALACION DE LOS MEDIDORES DE AGUA, EL GRAN COSTO TOTAL ES DE US$ 44,250.00 LO CUAL EQUIVALE A US$ 1475.00 POR LOTE. EL DUENO DE LA SUBDIVISION HA TAMBIEN PAGADO $ 65,930.00 A N.A.W.S.C.

**DRENAJE:** SE ESTIMA QUE LA FOSAS SEPTICAS COSTARAN US$ 1,500.00 A UN COSTO TOTAL DE US$ 45,000.00 PARA TODA LA SUBDIVISION.

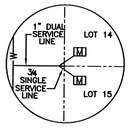
STATE OF TEXAS · ALFONSO QUINTANILLA · 95534 · LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 95534

6-7-13
DATE

B-5 ⊗ BORINGS
SEPTIC TANK
M WATER METER BOX
W 8" WATER SUPPLY LINE
SERVICE LINES

B-5 ⊗ POZOS
FOSAS SEPTICAS
M CAJA DE MEDIDOR DE AGUA
8" LINEA DE AGUA
LINEAS DE SERVICIOS







THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

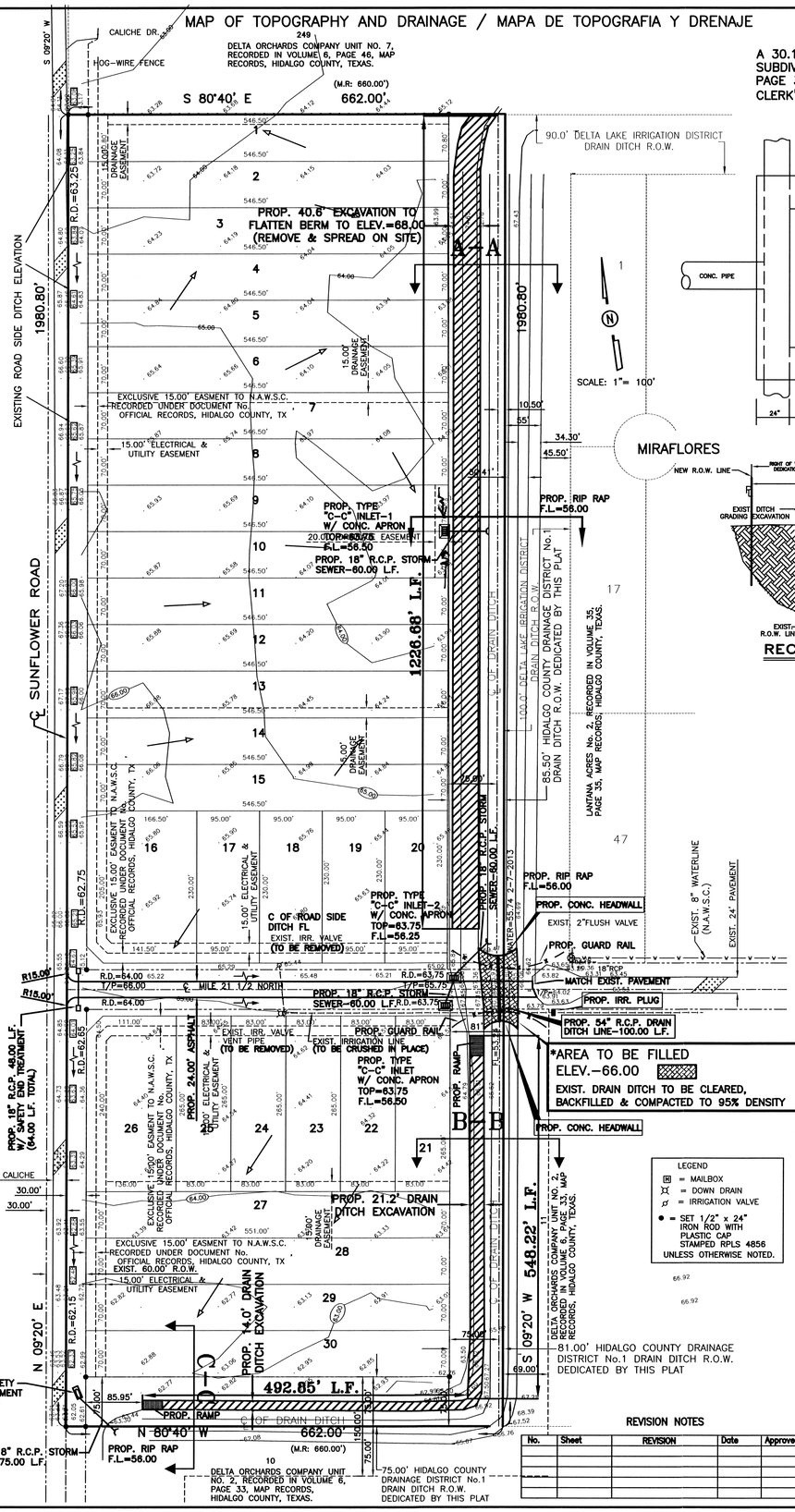

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
PHONE 956-381-6480
FAX 956-381-0527
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00
OFFICE@QHAENGINEERING.COM


| SHEET NO. 2 OF 3 SHEETS | FILENAME : F:\DATA\SUBD\HIDALGO CO\LOMA VERDE SUBDIVISION No. 3-8PLATS | | | |
|---|---|---|---|---|
| | DATE PREPARED | PREPARED BY | CHECKED BY | APPROVED BY |
| | 4-5-2013 | LG | | |
| | DATE REVISED | | CHECKED BY | APPROVED BY |
| | | | | |

# LOMA VERDE SUBDIVISION No. 3

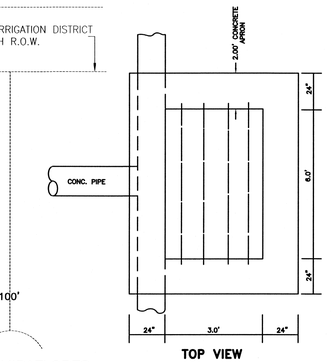
A 30.10 ACRE (MAP RECORD: 30.00 ACRES) TRACT OF LAND BEING ALL OF LOTS 141, 142 AND 143, DELTA ORCHARDS SUBDIVISION UNIT No.2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 6, PAGE 33, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2375924, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

## MAP OF TOPOGRAPHY AND DRAINAGE / MAPA DE TOPOGRAFIA Y DRENAJE



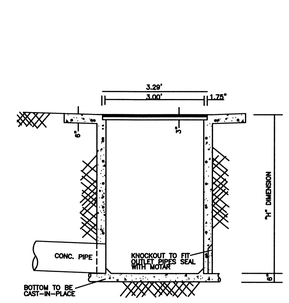

### REVISION NOTES

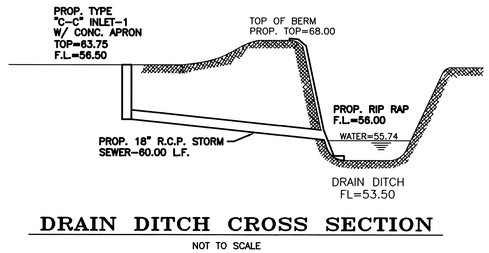
| No. | Sheet | REVISION | Date | Approved |
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## TYPE "C-C" INLET DETAIL

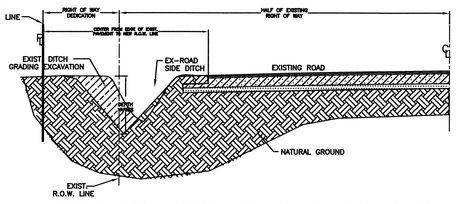
N.T.S.



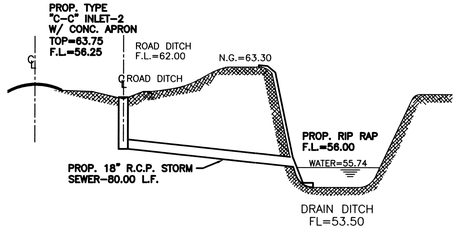

## DRAIN DITCH CROSS SECTION

NOT TO SCALE



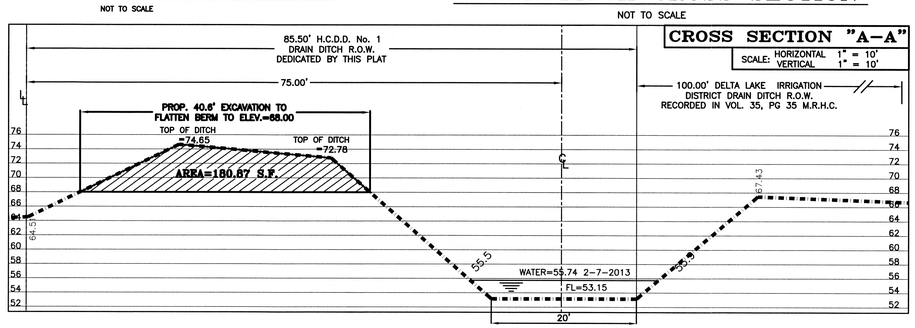

## RECONSTRUCTION OF ROAD SIDE DITCH

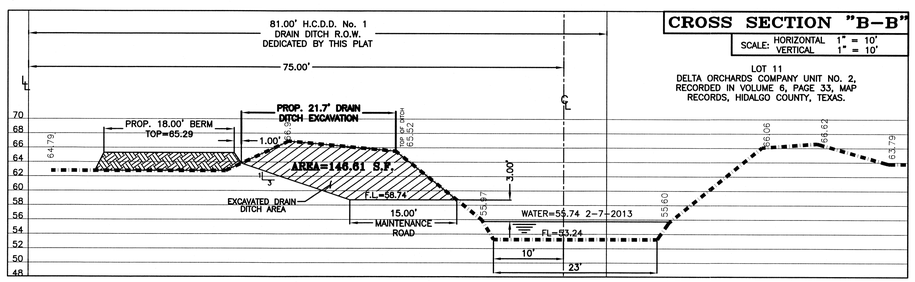
NOT TO SCALE

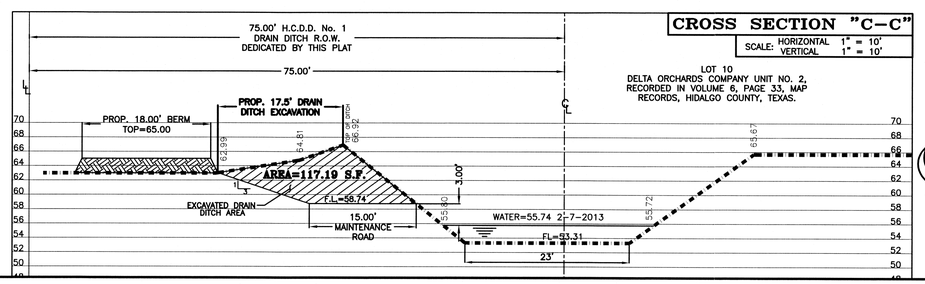



## DRAIN DITCH CROSS SECTION

NOT TO SCALE




## DRAINAGE REPORT FOR LOMA VERDE SUBDIVISION No. 3

Loma Verde Subdivision No. 3 is a 30.10 acre (Map Record: 30.00 Acres) Tract of land being all of Lots 141, 142, 143, Delta Orchards Subdivision Unit No. 2, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 6, Page 33, map records, Hidalgo County, Texas, and according to warranty deed recorded under County Clerk's Document Number 2375924, official records, Hidalgo County, Texas. This subdivision is located on the east side of Sunflower Road at the intersection of Mile 21 ½ North Road. The proposed subdivision will consist of 30 residential lots.

The tract is Zone "X" as per FEMA Flood Insurance Rate Map, Community Panel No. 480334 0350 C, dated on November 16, 1982 with LOMR dated May 17, 2001.

This soil is fine sandy loam, sandy clay loam, and 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. The existing runoff for the proposed subdivision is Q= 7.61 cubic feet per second based on a 10-year storm.

After development the runoff will be Q= 32.72 cubic feet per second for an increase of Q= 25.11 cubic feet per second. Detention will be 128,002.51 cubic feet (2.94 acre feet) and will be accomplished by excavating this volume within the proposed H.C.D.D. No. 1 Drain Ditch R.O.W. to be dedicated by this plat on the east and south side as shown on drainage layout. Berm on drain ditch north of Mile 21 ½ North Road will be removed and flattened.

THE COUNTY DRAINAGE DITCH FLOWS EASTERLY. THE DRAINAGE DITCH CARRIES WATER EASTWARD WHERE IT EMPTIES INTO LAGUNA MADRE. THE 10 YEAR FLOOD IS CONTAINED WITHIN THE RIGHT-OF-WAY OF STREET AND WITHIN THE DRAINAGE SWALES OF THE SUBDIVISION AS SHOWN BELOW. A RESTRICTIVE COVENANT (SET OUT ON SHEET 1 UNDER PLAT NOTES AND RESTRICTIONS) PROHIBITS THE CONSTRUCTION OF RESIDENTIAL HOUSING IN ANY AREA OF THE SUBDIVISION THAT IS IN A FLOODPLAIN UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968. AS FURTHER NOTED ON SHEET 1, THE FINISHED FLOOR ELEVATION OF EACH HOUSE IS REQUIRED TO BE AT LEAST 18 INCHES ABOVE THE TOP OF THE AVERAGE HEIGHT OF THE CURB IN FRONT OF THE LOT. THESE MEASURES PROVIDE POSITIVE DRAINAGE AWAY FROM ALL BUILDINGS, AVOID CONCENTRATING RUNOFF ONTO OTHER LOTS, AND COORDINATE INDIVIDUAL LOT DRAINAGE WITH THE GENERAL STORM DRAINAGE PATTERN FOR THE AREA.

THE MAP BELOW ILLUSTRATES THE FLOW PATTERNS FOR THE RUNOFF.

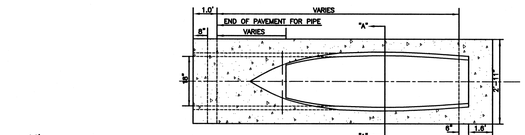
### CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100-YEAR FLOODPLAIN FOR ZONE "X" (AREA OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREA PROTECTED BY LEVEES FROM 100-YEAR FLOOD) AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0325 D DATED JUNE 06, 2000 (LOMR MAY 17, 2001)

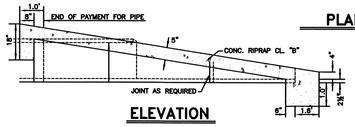
STATE OF TEXAS — ALFONSO QUINTANILLA 95534 — LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 95534

6-7-13
DATE



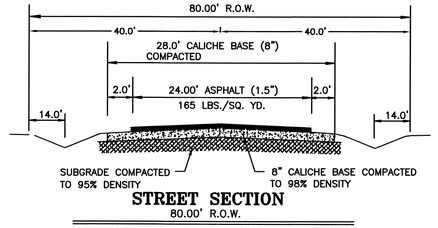

## PLAN




## ELEVATION

## SAFETY END TREATMENT

NOT TO SCALE




## STREET SECTION

80.00' R.O.W.

N.T.S.

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

### COST ESTIMATE

| | | |
|---|---|---|
| WATER DISTRIBUTION: | $ | 65,930 |
| PAVING IMPROVEMENTS: | $ | 0 |
| DRAINAGE IMPROVEMENTS: | $ | 56,304 |
| SEPTIC TANK (OSSF): | $ | 45,000 |

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

FLOW DIRECTION OF WATER


QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00

LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM


| SHEET NO. 3 OF 3 SHEETS | FILENAME : F:\DATA\SUBD\HIDALGO CO\LOMA VERDE SUBDIVISION No. 3-8PLATS | | | |
|---|---|---|---|---|
| | DATE PREPARED | PREPARED BY | CHECKED BY | APPROVED BY |
| | 4-8-2013 | M.G. | | |
| | DATE REVISED | | 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:** 07-02-2013

PROPOSED SAN PABLO SUBDIVISION, PRECINCT No. 4

ENGINEER: QUINTANILLA, HEADLEY & ASSOC. DEVELOPER: TILLMIN WELCH

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: 56 ☒*SINGLE FAMILY _____ ☐*MULTI-FAMILY _____ ☐COMMERCIAL _____ ☐INSTITUTION

LOCATION DESCRIPTION: South of Alberta Road approximately 1 mile East of Tower Road

SUBDIVISION LIES WITHIN THE: ☒*The Rural area of the County.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: 05-14-2013 PROPERTY LIES WITHIN FLOOD ZONE: "C" AS PER FEMA.

DRAINAGE DESIGN: Via Storm Drainage Pipe System, discharging to a drain ditch on the East and South property line. Detention will be accomplished by widening the South drainage ditch to County specifications.

ROAD R.O.W. DEDICATION: No additional road Right of Way is required by plat. Alberta Rd complies with MPO map

H.C.R.O.W. PRELIMINARY APPROVED DATE: 05/16/2013: By Jesse Ozuna R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: 05/15/2013 By, Elizardo "Chardo" Ramos Environmental Health Division Manager

SEWER SYSTEM: ☒OSSF & SOIL ANALYSIS WERE CONDUCTED BY: Jose Angel Gonzalez
☐OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: _____

WATER SERVICE PROVIDER: N.A.W.S.C. LINE SIZE: 8" LOCATION: Alberta Rd.

H.C.O.E.C. PRELIMINRAY APPROVED DATE: 06-12-2013: By Martin Ramirez, Environmental Compliance Coordinator
☒**LARGE CONSTRUCTION**
*The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.*

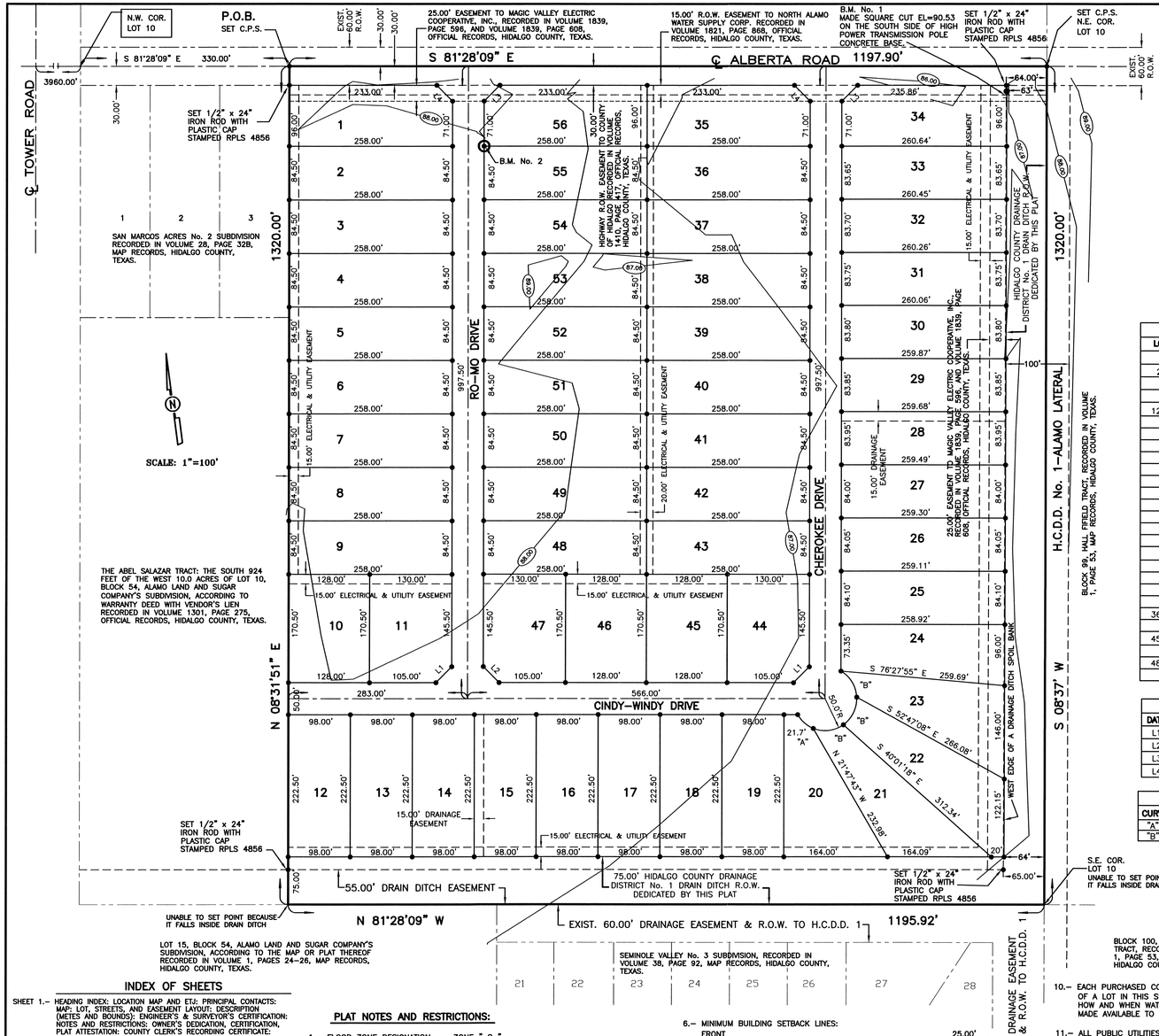
REQUEST FOR FINAL APPROVAL WITH: ☐ **Cash Deposit:** *Amount:*$_____*For:* ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

☐**A Letter of Credit** *Financial Institution:* _____ *L.O.C No.* _____
*Amount:* $_____*For:* ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY ADVISORY BOARD ON: ***JUNE 18, 2013.***

STAFF RECOMMENDS:
☒ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments.*
☐ **Final Approval** *subject to recommendations 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.*

*




## AREA DATA TABLE

| LOT | AREA (S.F.) | AC. |
|---|---|---|
| 1 | 24455.50 | 0.561 |
| 2–9 | 21801.00 | 0.501 |
| 10 | 21824.00 | 0.501 |
| 11 | 21852.50 | 0.502 |
| 12–19 | 21805.00 | 0.501 |
| 20 | 21820.40 | 0.501 |
| 21 | 21883.62 | 0.502 |
| 22 | 23789.29 | 0.546 |
| 23 | 21876.24 | 0.502 |
| 24 | 21915.70 | 0.503 |
| 25 | 21783.09 | 0.500 |
| 26 | 21786.22 | 0.500 |
| 27 | 21789.32 | 0.500 |
| 28 | 21792.40 | 0.500 |
| 29 | 21782.45 | 0.500 |
| 30 | 21785.45 | 0.500 |
| 31 | 21788.42 | 0.500 |
| 32 | 21791.37 | 0.500 |
| 33 | 21794.28 | 0.500 |
| 34 | 24719.09 | 0.567 |
| 35 | 24455.50 | 0.561 |
| 36–43 | 21801.00 | 0.501 |
| 44 | 21852.50 | 0.502 |
| 45–46 | 21824.00 | 0.501 |
| 47 | 21852.50 | 0.502 |
| 48–55 | 21801.00 | 0.501 |
| 56 | 24455.50 | 0.561 |

## LINE DATA TABLE

| DATA | BEARING | LENGTH |
|---|---|---|
| L1 | S 53°31'51" W | 35.36' |
| L2 | N 36°28'09" W | 35.36' |
| L3 | N 53°31'51" E | 35.36' |
| L4 | S 36°28'09" E | 35.36' |

## CURVE DATA CHART

| CURVE | DELTA | RADIUS | LENGTH | CHORD |
|---|---|---|---|---|
| "A" | 38°06'49" | 50.00' | 33.26' | 32.65' |
| "B" | 57°17'44" | 50.00' | 50.00' | 47.94' |

## INDEX OF SHEETS

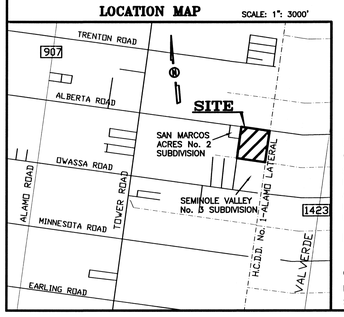

SHEET 1.– HEADING INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: MAP: LOT, STREETS, AND EASEMENT LAYOUT: DESCRIPTION (METES AND BOUNDS): ENGINEER'S & SURVEYOR'S CERTIFICATION: NOTES AND RESTRICTIONS: OWNER'S DEDICATION, CERTIFICATION, PLAT ATTESTATION: COUNTY CLERK'S RECORDING CERTIFICATE: REVISION NOTES, HCDD NO. 1 CERTIFICATION, H.C. RIGHT OF WAY CERTIFICATE, NORTH ALAMO WSC STATEMENT, HEALTH DELPARTMENT HIDALGO COUNTY IRRIGATION DISTRICT NO 2 CERTIFICATE AND COUNTY JUDGE'S CERTIFICATION, REVISION NOTES.

SHEET 2.– ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION) SUBDIVIDER CERTIFICATE & STATEMENT, REVISION NOTES.

SHEET 3.– DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION, CONSTRUCTION DETAILS, REVISION NOTES.


## LOCATION MAP

SCALE: 1": 3000'




## PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE DESIGNATION: ZONE " C "
AREAS OF MINIMAL FLOODING. (NO SHADING)
COMMUNITY–PANEL NUMBER 480334 0425 C
EFFECTIVE DATE: 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).

2.– LEGEND ● – DENOTES 1/2"x24" IRON ROD SET WITH PLASTIC CAP STAMPED R.P.L.S. 4856, UNLESS OTHERWISE NOTED.

3.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4.– NO COMMERCIAL USE SHALL BE ALLOWED ON ANY LOTS.

5.– MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB 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.

6.– MINIMUM BUILDING SETBACK LINES:

| | |
|---|---|
| FRONT | 25.00' |
| REAR | 15.00' |
| SIDE | 6.00' |
| SIDE CORNER LOT | 10.00 |
| FRONT CUL–DE–SAC | 15.00' |

OR TO EASEMENT LINE WHICHEVER IS GREATER IN ALL CASES

7.– DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 137,176.23 CUBIC –FEET 3.15 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:
SEE DRAINAGE REPORT ON SHEET No.3.

8.– NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

9.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No.1: ELEV. =90.53 SQUARE CUT MADE AT SOUTH SIDE OF HIGH POWER TRANSMISSION POLE CONCRETE BASE LOCATED 39.33 FEET SOUTH AND 63 FEET WEST FROM NORTHEAST CORNER OF THIS SUBDIVISION. N.A.V.D. 88 DATUM.
B.M. No.2– ELEVATION– 88.10 LOCATED ON 1/2" IRON ROD SET IN CONC. W/ DISK ON THE SOUTHWEST CORNER OF LOT 56.

10.– 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.

11.– ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

12.– THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

13.– LOTS 1, 34, 35 & 56 SHALL NOT HAVE ACCESS/DRIVEWAY ONTO ALBERTA ROAD.

14.– A 6.0' CHAINLINK FENCE SHALL BE INSTALLED ALONG THE NORTH SIDE AND THE WEST SIDE OF THE DRAIN DITCH R.O.W. FOR LOTS 12 THROUGH 34 BY LOT OWNER AT BUILDING PERMIT STAGE.

15.– TILLMIN WELCH, PRESIDENT
BUENA TIERRA HOLDINGS LLC, THE OWNER & SUBDIVIDER OF **SAN PABLO SUBDIVISION**
RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSED OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 3 OF THIS PLAT.

16.– ON–SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON–SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY A SEPARATED DESIGN SHALL BE SUBMITTED FOR COMMERCIAL/MULTIFAMILY USE.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPT 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.

## LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

SAN PABLO SUBDIVISION IS LOCATED IN MIDDLE HIDALGO COUNTY ON THE EAST SIDE OF TOWER ROAD AND SOUTH SIDE OF ALBERTA ROAD AND APPROXIMATELY 4290 FEET EAST OF ITS INTERSECTION. 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), SAN PABLO SUBDIVISION LIES APPROXIMATELY 3.6 MILE FROM THE CITY LIMITS AND IT IS NOT WITHIN THE CITY'S TWO–MILE EXTRA–TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERMENT CODE § 42.021. LIES IN PCT. 4

## PRINCIPAL CONTACTS:

| | Name | Address | City & Zip | Phone | Fax |
|---|---|---|---|---|---|
| OWNER: | TILLMIN WELCH, PRESIDENT BUENA TIERRA HOLDINGS LLC | 3714 S. EXPRESSWAY 281 | EDINBURG, TX 78539 | (956)386–0726 | (956)380–4395 |
| ENGINEER: | ALFONSO QUINTANILLA | 124 E. STUBBS | EDINBURG, TX 78539 | (956) 381–6480 | (956)381–0527 |
| SURVEYOR: | ALFONSO QUINTANILLA | 124 E. STUBBS | EDINBURG, TX 78539 | (956) 381–6480 | (956)381–0527 |

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · 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

SUBDIVISION PLAT OF:

# SAN PABLO SUBDIVISION

**A 36.265 ACRE TRACT OF LAND BEING THE EAST 36.265 ACRES OF LOT 10, BLOCK 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24–26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2292506, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.**

METES AND BOUNDS

A 36.265 ACRE TRACT OF LAND BEING THE EAST 36.265 ACRES OF LOT 10, BLOCK 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24–26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2292506, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A COTTON PICKER SPINDLE SET ON THE NORTH LINE OF LOT 10 AND WITHIN THE RIGHT OF WAY OF ALBERTA ROAD FOR THE NORTHEAST CORNER OF THE SAN MARCOS ACRES No. 2 (RECORDED IN VOLUME 28, PAGE 32B, MAP RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHWEST CORNER OF THIS TRACT, SAID SPINDLE BEARS S 81°28'09" E, 330.00 FEET FROM THE NORTHWEST CORNER OF LOT 10.

THENCE; S 81°28'09" E, ALONG THE NORTH LINE OF LOT 10 AND WITHIN THE RIGHT OF WAY OF ALBERTA ROAD, A DISTANCE OF 1,197.90 FEET TO A COTTON PICKER SPINDLE SET FOR THE NORTHEAST CORNER OF LOT 10 AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°37' W, ALONG THE EAST LINE OF LOT 10, PASSING AT 30.00 FEET THE SOUTH RIGHT OF WAY LINE OF ALBERTA ROAD, A TOTAL DISTANCE OF 1,320.00 FEET TO A POINT FOR THE SOUTHEAST CORNER OF LOT 10.

THENCE; N 81°28'09" W, ALONG THE SOUTH LINE OF LOT 10, A DISTANCE OF 1,195.92 FEET TO A POINT FOR THE SOUTHEAST CORNER OF THE ABEL SALAZAR TRACT (THE SOUTH 924.00 FEET OF THE WEST 10.0 ACRES OF LOT 10, BLOCK 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 1301, PAGE 275, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08°31'51" E, ALONG THE EAST LINE OF THE ABEL SALAZAR TRACT AND SAN MARCOS ACRES No. 2, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 55.00 FEET FOR THE NORTH LINE OF A DRAIN DITCH EASEMENT, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 1,290.00 FEET FOR THE SOUTH RIGHT OF WAY LINE OF ALBERTA ROAD, A TOTAL DISTANCE OF 1,320.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 36.265 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH SEMINOLE VALLEY No.3 SUBDIVISION, RECORDED IN VOLUME 38, PAGE 92, MAP RECORDS, HIDALGO COUNTY, TEXAS.

### STATE OF TEXAS
### COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.

STATE OF TEXAS · REGISTERED · ALFONSO QUINTANILLA · 4856 · PROFESSIONAL LAND SURVEYOR

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

5-2-13
DATE

### RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees ( hereinafter called "Grantor" whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted, The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein, Thus agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above–described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this____ day of _____ 20___.

TILLMIN WELCH, PRESIDENT
BUENA TIERRA HOLDINGS LLC
3714 S. EXPRESSWAY 281
EDINBURG TX, 78539

### HIDALGO COUNTY
### CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF **SAN PABLO SUBDIVISION** WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____, 20___.

HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

### HIDALGO COUNTY
### CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF **SAN PABLO SUBDIVISION** WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, 20___.

ENVIRONMENTAL HEALTH DIVISION MANAGER — DATE

### REVISION NOTES

| No. | Sheet | REVISION | Date | Approved |
|---|---|---|---|---|
| | | | | |
| | | | | |
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| | | | | |
| | | | | |

### STATE OF TEXAS
### COUNTY OF HIDALGO
### OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, TILLMIN WELCH, PRESIDENT OF BUENA TIERRA HOLDINGS LLC, AS OWNER OF THE 36.265 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED SAN PABLO 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.

TILLMIN WELCH, PRESIDENT
BUENA TIERRA HOLDINGS LLC
3714 S. EXPRESSWAY 281
EDINBURG TX, 78539

DATE

### STATE OF TEXAS
### COUNTY OF HIDALGO

**BEFORE ME,** the undersigned notary public, on this day personally appeared TILLMIN WELCH, PRESIDENT OF BUENA TIERRA HOLDINGS LLC 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___.

LILIA A. QUINTANILLA · Notary Public, State of Texas · My Commission Expires July 23, 2016

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 SAN PABLO SUBDIVISION was reviewed and approved by the Hidalgo County Commissioners Court on _____, _____.

Hidalgo County Judge — date

**ATTEST:**
Hidalgo County Clerk — date

THIS PLAT IS HEREBY APPROVED BY 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.

PRESIDENT — ATTEST: SECRETARY

NOTE:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY:_____

### STATE OF TEXAS
### COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

STATE OF TEXAS · LICENSED · ALFONSO QUINTANILLA · 95534 · PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 95534

6-7-13
DATE

TILLMIN WELCH, PRESIDENT
BUENA TIERRA HOLDINGS LLC
3714 S. EXPRESSWAY 281
EDINBURG TX, 78539

THE COUNTY OF HIDALGO · TEXAS

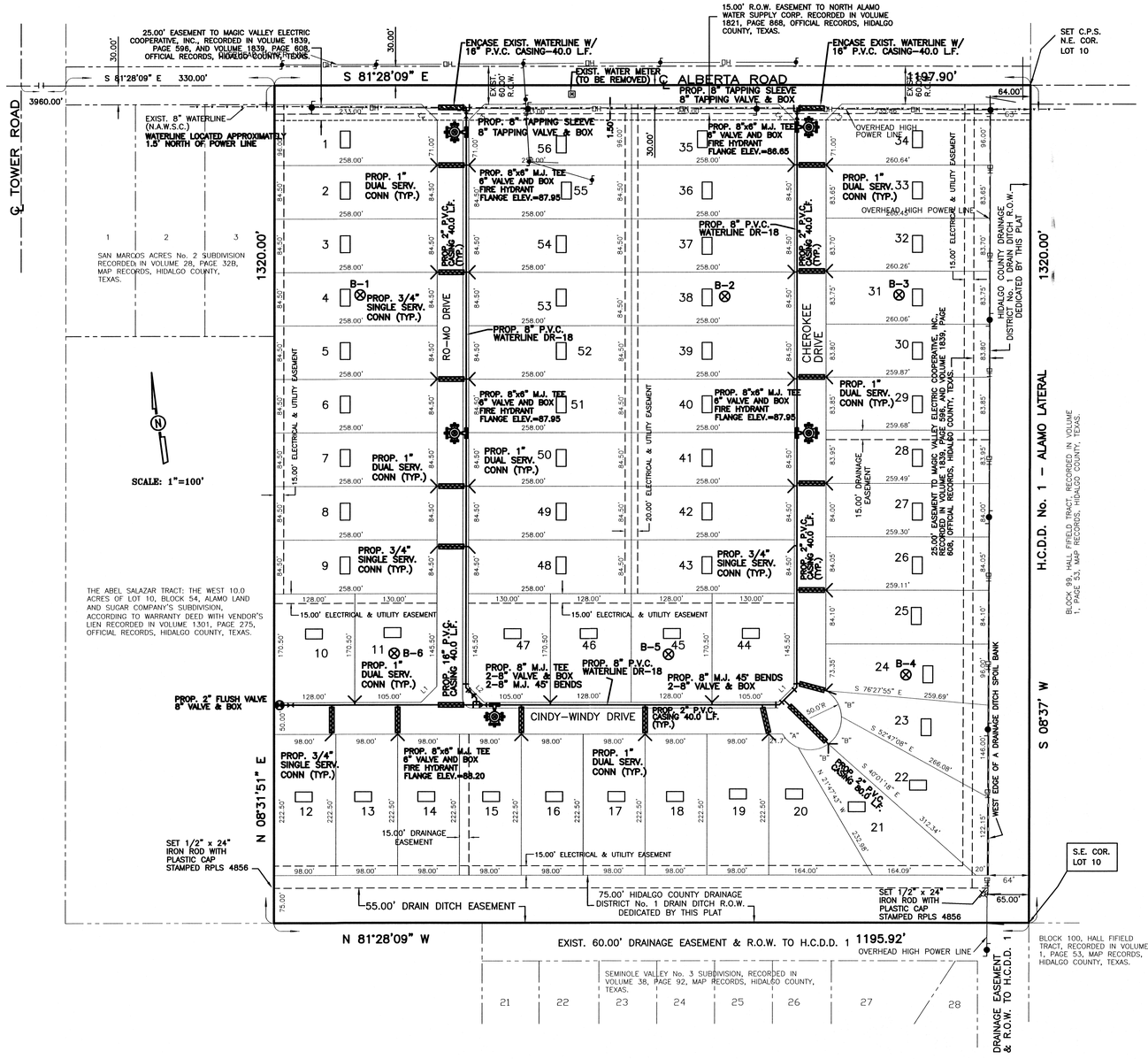
FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____AT_____ AM/PM
INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____ DEPUTY

| | | | | |
|---|---|---|---|---|
| SHEET NO. 1 OF 3 SHEETS | FILENAME : F:\DATA\SUBD\H.C.\SAN PABLO\PLAT | | | |
| | DATE PREPARED | PREPARED BY | CHECKED BY | APPROVED BY |
| | MAY 2, 2013 | LG | | |
| | DATE REVISED | REVISED BY | CHECKED BY | APPROVED BY |
| | | | | |

# MAP OF WATER DISTRIBUTION SYSTEM/ MAPA DE DISTRIBUCION DE AGUA




B-1 ⊗ TEST BORINGS

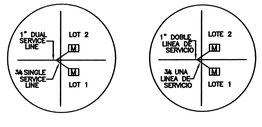
☐ SEPTIC TANK (OSSF)

## COST ESTIMATE

| | |
|---|---|
| WATER DISTRIBUTION: | $ 99.550 |
| DRAINAGE IMPROVEMENTS: | $ 121.300 |
| PAVING IMPROVEMENTS: | $ 246.000 |
| SEPTIC TANK (OSSF): | $ 72.800 |

[W] WATER METER BOX
—8" WATER SUPPLY LINE
—SERVICE LINES

[W] CAJA DE MEDIDOR DE AGUA
—8" LINEA DE AGUA
—LINEAS DE SERVICIOS




## 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:

TILLMIN WELCH, PRESIDENT
I.- I (WE), BUENA TIERRA HOLDINGS LLC SUBDIVIDERS OF **SAN PABLO SUBDIVISION** HEREBY CERTIFY SEWER PERMITS, AS APPLICABLE, HAVE BEEN PAID AND COPIES OF RECEIPTS ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AND 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.

TILLMIN WELCH, PRESIDENT
BUENA TIERRA HOLDINGS LLC
3714 S. EXPRESSWAY 281
EDINBURG TX, 78539

DATE

## STATE OF TEXAS
## COUNTY OF HIDALGO

**BEFORE ME,** the undersigned notary public, on this day personally appeared
**TILLMIN WELCH, PRESIDENT OF BUENA TIERRA HOLDINGS, L.L.C.**
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___.

LILIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2016.

LILIA A. QUINTANILLA– NOTARY PUBLIC

# SAN PABLO SUBDIVISION

**A 36.265 ACRE TRACT OF LAND BEING THE EAST 36.265 ACRES OF LOT 10, BLOCK 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24–26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2292506, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.**

**FINAL ENGINEERING REPORT FOR SAN PABLO SUBDIVISION:**
BY ALFONSO QUINTANILLA, P.E.

**WATER SUPPLY: Description and Costs.**

SAN PABLO SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION ("N.A.W.S.C."). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAVE PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THE SUBDIVISION. N.A.W.S.C. HAS AN EXISTING 8" DIAMETER WATERLINE RUNNING ALONG THE SOUTH SIDE OF ALBERTA ROAD.

THE WATER SYSTEM FOR SAN PABLO SUBDIVISION CONSISTS OF AN 8" DIAMETER WATERLINE THAT CONNECTS TO THE SAID 8" WATERLINE ON ALBERTA ROAD AND RUNS SOUTH ON THE WEST SIDE OF CHAROKEE DRIVE. ON THE SOUTHEAST CORNER OF LOT 44, THE 8" DIAMETER WATERLIEN TURNS WEST AND RUNS ALONG THE NORTH SIDE OF CINCY–WINDY DRIVE, ENDING WITH A 2" FLUSH VALVE ON THE SOUTHWEST CORNER OF LOT 10.

AN 8" DIAMTER WATERLINE CONNECTS TO THE EXISTING 8" WATERLINE ON ALBERTA ROAD AND RUNS SOUTH ALONG THE EAST SIDE OF RO–MO DRIVE. THIS 8" DIAMTER WA TERLINE LOOPS BACK WITH THE PREVIOUS WATERLINE ON CINDY–WINDY DRIVE.

FROM THE 8" WATERLINE, TWENTY SIX (26) 1" DUAL WATER SERVICES RUN TO PAIRS OF LOTS BEFORE SPLITTING INTO 3/4" DIAMETER SINGLE SERVICES AND FOUR (4) 3/4" DIAMETER SINGLE SERVICES GOING TO THE METER BOXES FOR EACH LOT.

THE 8" DIAMETER WATERLINE, THE 1" DUAL SERVICE LINES, THE 3/4" SINGLE SERVICE LINES, AND THE WATER METER BOXES HAVE BEEN INSTALLED AT A TOTAL COST OF $ 52,800 OR $ 842.86 PER LOT. IN ADDITION, THE SUBDIVIDER WILL PAY N.A.W.S.C. THE SUM OF $ 99,500 OR $ 1777.68 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 MEMBERSHIPS OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C.. UPON REQUEST BY THE LOT OWNER OF A LOT, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE SUBDIVIDER HAS INSTALLED FIVE (5) FIRE HYDRANTS AT A UNIT COST OF $ 2,500 FOR A TOTAL COST OF $ 12,500.00 . 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 and Costs.**

SEWAGE FROM SAN PABLO SUBDIVISION, IS TREATED BY INDIVIDUAL ON–SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAINFIELD ON EACH LOT. THE SITE EVALUATOR (LICENSE NUMBER OS 0011121) HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. HIGHLIGHTS OF THE REPORT ARE AS FOLLOWS:

EACH LOT IN THE SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE THE UNITED STATES OF AGRICULTURE SOIL CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A FINE SANDY LOAM. THE SITE EVALUATOR (LICENSE NUMBER OS 0011121) HAD SIX (6) TEST BORINGS MADE AT OPPOSITE AREAS OF THE SUBDIVISION AT THE CENTERS OF LOTS 4, 11, 24, 31, 38 AND 45. (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMITED AREA.) THE SOIL REPORT AS PREPARED BY THE SITE EVALUATOR (LICENSE NUMBER OS 0011121) INDICATES A CLAY LOAM EVALUATOR SANDY CLAY LOAM (WITH TEXURE CLASS I) EXTENDING MORE THAN 24" BELOW THE BOTTOM OF ANY EXIST. EXCAVATIONS. THE SUBDIVISION DRAINS WELL, THE 10–YEAR STORM BEING CONTAINED WITHIN THE STREET AND THE DRAINAGE EASEMENTS.

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $ 1300.00 , INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSFS HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL AT A TOTAL COST OF $ 72,800.00 . THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF ON .

**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 ESTIMATED COSTS TO INSTALL CONSTRUCTED WATER AND ON–SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

**WATER FACILITIES–** THESE FACILITIES ARE FULLY CONSTRUCTED, WITH INSTALLATION OF WATER METERS, AT A TOTAL COST OF $ 99,550 OR $ 1777.68 PER LOT.

**SEWAGE FACILITIES–** THESE FACILITIES FULLY CONSTRUCTED WILL COST A GRAND TOTAL OF $ 72,800.00 WHICH EQUALS TO $ 1,300.00 PER LOT.

STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. 95534

6-7-13
DATE

**REPORTE FINAL DE INGENIERIA PARA LA SUBDIVISION SAN PABLO SUBDIVISION:**
POR ALFONSO QUINTANILLA, P.E.

**PROVISION DE AGUA: Descripcion y Gastos.**

SAN PABLO SUBDIVISION SERA PROVISTA DE AGUA POTABLE POR LA COMPAÑIA DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISION Y LA COMPAÑIA DE AGUA N.A.W.S.C. SE HAN COMPROMETIDO A PROVEER DE AGUA SUFICIENTE A LA SUBDIVISION POR UN PERIODO DE 30 AÑOS. LA COMPAÑIA DE AGUA N.A.W.S.C. HA PRESENTADO LA DOCUMENTACION DEMOSTRANDO LA DISPONIBILIDAD DE CANTIDAD Y CALIDAD DE AGUA A LARGO PLAZO QUE SERVIRA PARA EL FUTURO DESARROLLO DE LA SUBDIVISION. N.A.W.S.C. TIENE UN LINEA EXISTENTE DE 8" DE DIAMETRO DE AGUA QUE CORRE POR EL LADO SUR DE ALBERTA ROAD..

EL SISTEMA DE AGUA PARA SAN PABLO SUBDIVISION CONSISTE DE UNA LINEA DE AGUA DE 8" DE DIAMETRO QUE SE CONNECTA CON LA LINEA EXISTENTE DE AGUA DE 8" DE DIAMETRO Y CORRE SUR POR EL LADO OESTE DE LA CHEROKEE DRIVE. EN LA ESQUINA SUDESTE, LA LINEA DE AGUA DE 8" DE DIAMETRO VOLTEA OESTE Y CORRE POR EL LADO NORTE DE LA CALLE CINDY–WINDY DRIVE, TERMINANDO CON UNA VALVULA DE 2" EN LA ESQUINA SUROESTE DE LOTE 10.

OTRA LINEA DE AGUA DE 8" DE DIAMETRO SE CONNECTA CON LA LINEA EXISTENTE DE AGUA DE 8" DE DIAMETRO EN ALBERTA ROAD Y CORRE SUR POR EL LADO ESTE DE LA CALLE RO–MO DRIVE. EN LA ESQUINA SUROESTE DE LOTE 47 ESTA LINEA DE AGUA DE 8" DE DIAMETRO CONNECTA CON LA LINEA DE AGUA DE 8" DE DIAMETRO QUE CORRE POR EL LADO NORTE DE LA CALLE EL CINDY–WINDY DRIVE.

DE LA LINEA DE 8" DE DIAMETRO, SE DESPRENDEN VENTISEIS (26) SERVICIOS DOBLES DE 1" DE DIAMETRO QUE CORREN EN PARES HACIA LOS LOTES PARA DESPUES DIVIDIRSE EN DOS SERVICIOS SENCILLOS DE 3/4" DE PULGADA, Y CUATRO (4) SERVICIOS SENCILLOS DE 3/4" QUE VAN HACIA LOS MEDIDORES DE CADA LOTE.

LA LINEA DE 8" DE DIAMETRO, LAS LINEAS DE SERVICIO DOBLE DE 1" DE DIAMETRO, LAS LINEAS DE SERVICIO SENCILLO DE 3/4" DE DIAMETRO Y LAS CAJAS DE LOS MEDIDORES DE AGUA HA SIDO INSTALARON A UN COSTO TOTAL DE US$ 52,800.00 O US$ 842.86 POR LOTE. ADICIONALMENTE, EL DUEÑO DE LA SUBDIVISION PAGARA A N.A.W.S.C. LA CANTIDAD DE US$ 99,500 O US$ 1777.68 POR SOLAR DE ACUERDO AL CONTRATO Y DOCUMENTO DE 30 AÑOS DE SERVICIO DE AGUA POTABLE EL CUAL CUBRE LOS MEDIDORES DE AGUA, INSTALACION, CONEXION Y MEMBRESIAS. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑIA N.A.W.S.C. LO INSTALARA SIN ALGÚN GASTO AL DUEÑO. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN HA INSTALADO CINCO (5) BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE US$ 2500 POR CADA UNO CUAL GASTA UNA CANTIDAD TOTAL US$ 12,500.00 . 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: Descripcion y Gastos.**

EL DRENAJE DE SAN PABLO SUBDIVISION, TENDRA FOSAS SEPTICAS INDIVIDUALES (OSSF) CONSISTIENDO EN UN DISEÑO NORMAL, CON DOBLE COMPARTIMIENTO DE FOSA SEPTICA (OSSF) Y UN CAMPO DE DRENAJE EN CADA SOLAR. EL EVALUADOR (LIC# OS 0011121) DE ENSUCIE HA INSPECCIONADO, EVALUADO Y REPORTADO QUE LA UBICACION DE LA SUBDIVISION ES CONVENIENTE PARA FOSAS SEPTICAS (OSSF). EL REPORTE FUE EXAMINADO Y APROBADO POR EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO.

CADA SOLAR EN LA SUBDIVISION MIDE MEDIO ACRE DE TAMAÑO. EL LIBRO DE SERVICIOS Y CONSERVACION DEL SUELO DEL DEPARTAMENTO DE AGRICULTURA DE LOS ESTADOS UNIDOS (USDA) INDICA UNA MEZCLA DE BARRO ARENOSO. EL EVALUADOR (LIC# OS 0011121) HIZO SIEZ (6) PRUEBAS CON AGUJEROS EN EL CENTRO DE LOS LOTES 4, 11, 24, 31, 38 Y 45. (PRUEBAS ADICIONALES NO FUERON NECESARIAS PORQUE EL SUELO ES MUY UNIFORME DENTRO DEL AREA DELIMITADA). EL SUELO ES UN MARGA DE BARRO ARENOSO Y MARGA DE BARRO (CON TEXTURA CLASE II) EXTENDIDO A MAS DE 24 PULGADAS BAJO EL FONDO DE CUALQUIER EXCAVACION POR EL EVALUADOR (LIC# OS 0011121). NO HAY PRESENCIA DE AGUA SUBTERRANEA BAJO LA CAPA DE 24 PULGADAS DE FONDO DE LAS EXCAVACIONES.

EL COSTO TOTAL PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR SON US$ 1300.00, 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 US$ 72800 EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODOS LAS FOSAS SÉPTICAS Y AH APROBADO LA INSTALACIÓN DE LAS FOSAS SÉPTICAS DESDE .

**CERTIFICACION:**

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO, CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

**AGUA:** EL SISTEMA DE AGUA FUE CONSTRUIDO, CON LA INSTALACION DE LOS MEDIDORES DE AGUA, EL COSTO TOTAL ES DE US$ 99,550 O US$ 1777.68 POR LOTE.

**DRENAJE:** SE ESTIMA QUE LAS FOSAS SEPTICAS COSTARAN US$ 1300.00 POR LOTE (TODO INCLUSO) A UN COSTO TOTAL DE US$ 72,800 PARA TODA LA SUBDIVISION.

STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. 95534

6-7-13
DATE

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

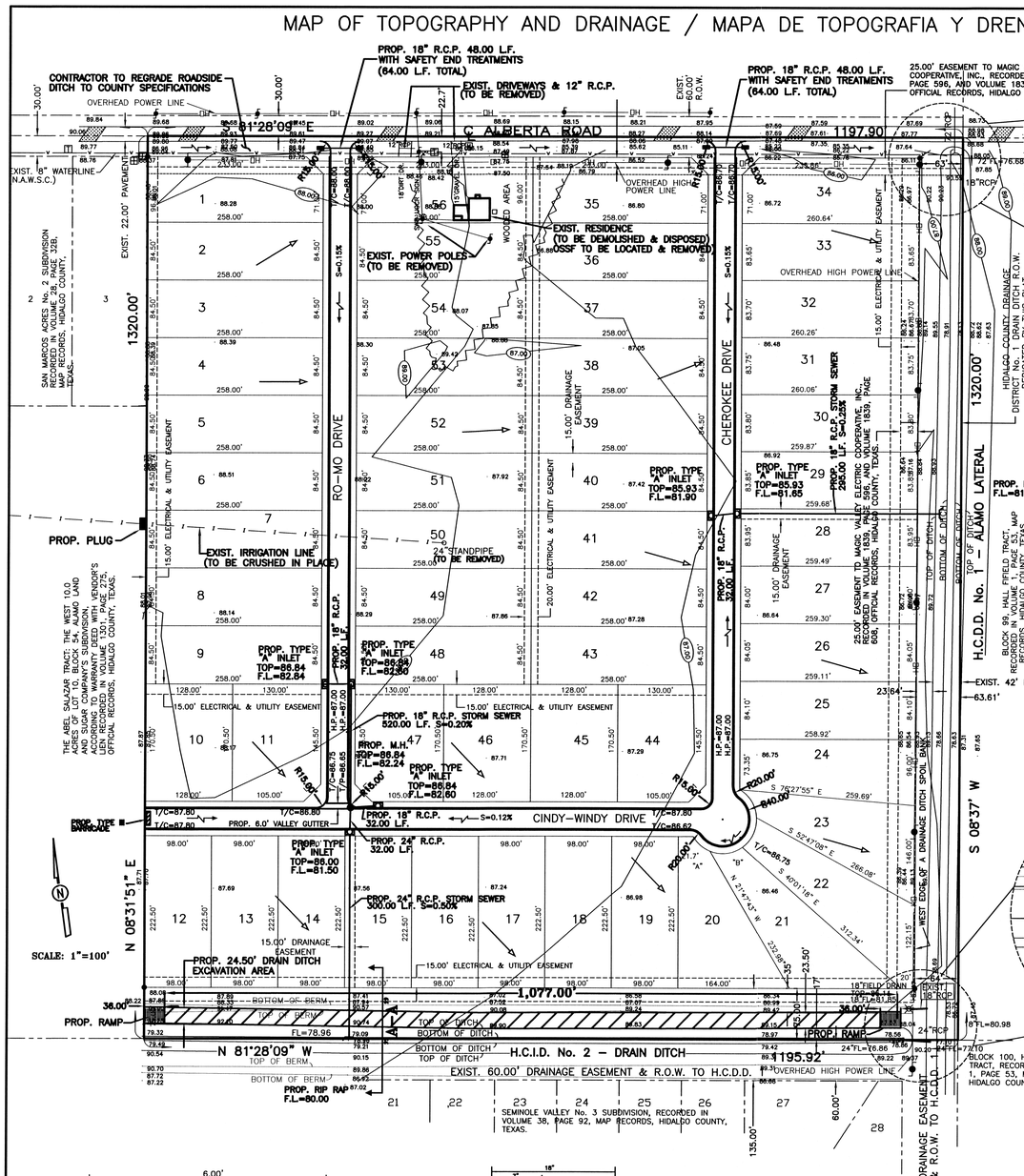

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F–1513
SURVEYING REGISTRATION NUMBER 100411–00
LAND SURVEYORS
PHONE 956–381–6480
FAX 956–381–0527
OFFICE@QHAENGINEERING.COM

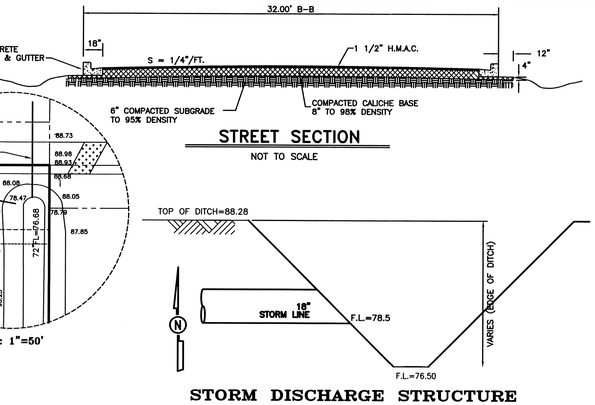

REVISION NOTES

| No. | Sheet | REVISION | Date | Approved |
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| SHEET NO. 2 OF 3 SHEETS | FILENAME : F:\DATA\SUBD\WESLACO\VAQUERO ESTATES PHASE II\B–PLAT | | | |
|---|---|---|---|---|
| | DATE PREPARED | PREPARED BY | CHECKED BY | APPROVED BY |
| | 7–27–2011 | M. GONZALEZ | | |
| | DATE REVISED | REVISED BY | CHECKED BY | APPROVED BY |
| | | | | |

# MAP OF TOPOGRAPHY AND DRAINAGE / MAPA DE TOPOGRAFIA Y DRENAJE



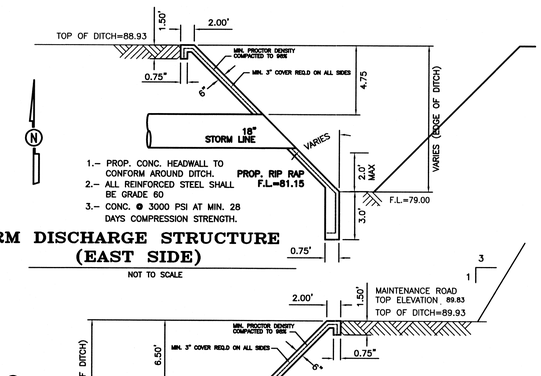

## STREET SECTION

NOT TO SCALE



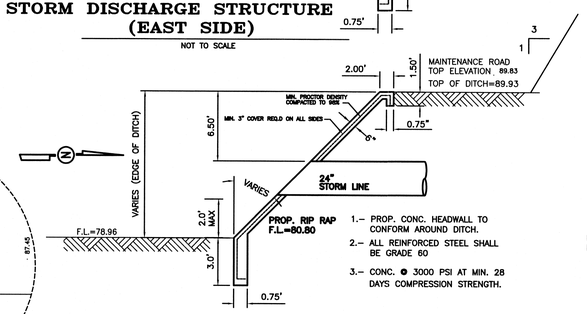

## STORM DISCHARGE STRUCTURE (NORTH SIDE)

NOT TO SCALE




## STORM DISCHARGE STRUCTURE (EAST SIDE)

NOT TO SCALE




## STORM DISCHARGE STRUCTURE (SOUTH SIDE)

NOT TO SCALE

# SAN PABLO SUBDIVISION

**A 36.265 ACRE TRACT OF LAND BEING THE EAST 36.265 ACRES OF LOT 10, BLOCK 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2292506, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.**

DRAINAGE REPORT FOR
SAN PABLO SUBDIVISION

San Pablo Subdivision is a 36.265 acre tract of land being the east 36.265 acres of Lot 10, Block 54, Alamo Land And Sugar Company's Subdivision, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 1, Pages 24-26, map records, Hidalgo County, Texas, and according to warranty deed with vendor's lien recorded in Document Number 2292506, official records, Hidalgo County, Texas. This subdivision is located on the south side of Alberta Road approximately 4,290.00 feet east of Tower Road. The proposed subdivision will consist of 56 residential lots.

The tract is Zone "C" as per FEMA Flood Insurance Rate Map, Community Panel No. 480034 0425 C, dated on November 16, 1982.

This soil is sandy clay loam, clay, and clay loam. This soil is well drained. Permeability is moderate. Plasticity Index has a range of 11-35. See attached Soil Survey of Hidalgo County, Texas tables.

Presently, the site has very minimal runoff. The existing runoff for the proposed subdivision is Q= 9.96 cubic feet per second based on a 10-year storm.

After development the runoff will be Q= 40.41 cubic feet per second for an increase of Q= 30.45 cubic feet per second. Detention will be 137,176.23 cubic feet (3.15 acre feet) and will be accomplished by excavating this volume within the existing H.C.I.D. No. 2 Drain Ditch located on the south side of this development. Street runoff will flow into proposed type "A" inlets that drain into a proposed storm sewer system consisting of 18 inch and 24 inch drain lines. The proposed drain lines will drain into the existing H.C.D.D. No. 1 Alamo Lateral on the east side of this subdivision, and the H.C.I.D. No. 2 Drain Ditch on the south side of this subdivision.

THE COUNTY DRAINAGE DITCH FLOWS NORTH THEN EAST. THE DRAINAGE DITCH CARRIES WATER EASTWARD WHERE IT EMPTIES INTO LAGUNA MADRE. THE 10 YEAR STORM IS CONTAINED WITHIN THE RIGHT-OF-WAY OF STREET AND WITHIN THE DRAINAGE SWALES OF THE SUBDIVISION AS SHOWN BELOW. A RESTRICTIVE COVENANT (SET OUT ON SHEET 1 UNDER PLAT NOTES AND RESTRICTIONS) PROHIBITS THE CONSTRUCTION OF RESIDENTIAL HOUSING IN ANY AREA OF THE SUBDIVISION THAT IS IN A FLOODPLAIN UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968. AS FURTHER NOTED ON SHEET 1, THE FINISHED FLOOR ELEVATION OF EACH HOUSE IS REQUIRED TO BE AT LEAST 18 INCHES ABOVE THE TOP OF THE AVERAGE HEIGHT OF THE CURB IN FRONT OF THE LOT. THESE MEASURES PROVIDE POSITIVE DRAINAGE AWAY FROM ALL BUILDINGS, AVOID CONCENTRATING RUNOFF ONTO OTHER LOTS, AND COORDINATE INDIVIDUAL LOT DRAINAGE WITH THE GENERAL STORM DRAINAGE PATTERN FOR THE AREA. THE MAP BELOW ILLUSTRATES THE FLOW PATTERNS FOR THE RUNOFF.

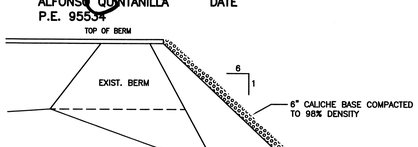
**CERTIFICATION:**

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100-YEAR FLOODPLAIN FOR ZONE "X"-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) & ZONE "X"-UNSHADED (AREAS DETERMINED TO BE OUTSIDE 500 YEAR FLOOD-PLAIN) AS DESCRIBED IN COMMUNITY PANEL NUMBER 480344 0450 C (L.O.M.R.: MAY 30, 2002) IS CONTAINED WITHIN THE DRAINAGE OF THE SUBDIVISION, AS SHOWN BELOW.

STATE OF TEXAS
ALFONSO QUINTANILLA
95534
LICENSED PROFESSIONAL ENGINEER

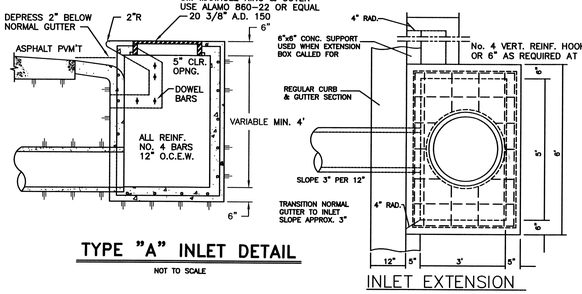
ALFONSO QUINTANILLA
P.E. 95534

6-7-13
DATE




## RAMP DRIVE SECTION

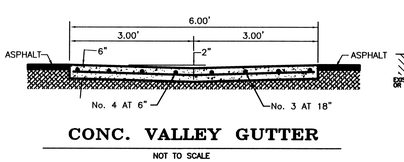
N.T.S.




## TYPE "A" INLET DETAIL

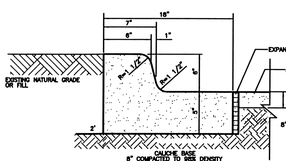
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## INLET EXTENSION




## CONC. VALLEY GUTTER

NOT TO SCALE

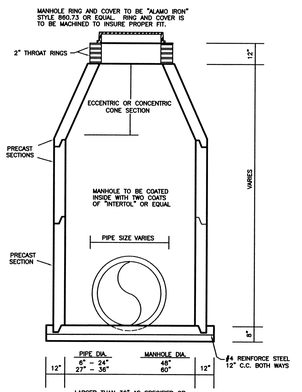



## INTEGRAL CURB & GUTTER

N.T.S.

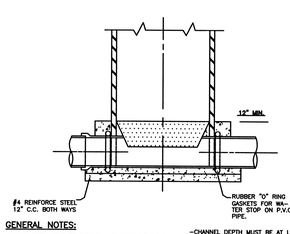
**REVISION NOTES**

| No. | Sheet | REVISION | Date | Approved |
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## PRECAST CONCRETE MANHOLE DETAIL

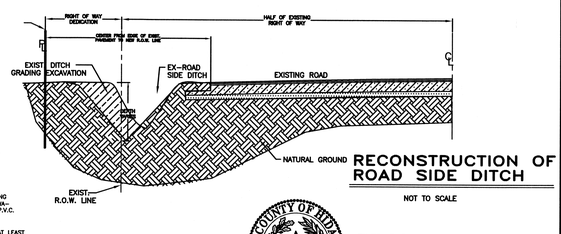
NO SCALE




**GENERAL NOTES:**

BEFORE ATTEMPTING TO INSTALL ANY MANHOLE BE SURE EXCAVATION HAS BEEN SHORED PROPERLY.
CONCRETE BASE TO BE POURED IN PLACE IN TRENCH.
MANHOLE CUT-OUT TO BE MADE AT TIME OF INSTALLATION.
MANHOLE TO BE INSTALLED BY INSERTING INTO WET CONCRETE BASE
FUTURE CONNECTIONS. IF A SEALANT BETWEEN PIPE AND MANHOLE IS NEEDED USE STAUFFER CHEMICAL "SM934ORTV" SILICONE SEALANT OR EQUAL. FILL BOTTOM OF MANHOLE WITH GROUT FOR JUNCTIONS.

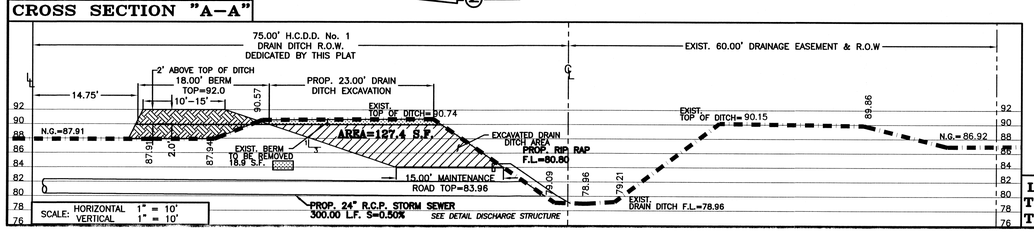
-CHANNEL DEPTH MUST BE AT LEAST 1/2 PIPE DIAMETER.
-BENCH PROVIDED ABOVE CHANNEL SHALL BE SLOPED 1/2" /FT.
-BRICKS SHOULD NOT BE USED FOR LEVELING MANHOLE COVER.




## RECONSTRUCTION OF ROAD SIDE DITCH

NOT TO SCALE

## CROSS SECTION "A-A"




**COST ESTIMATE**

| | |
|---|---|
| WATER DISTRIBUTION: | $ 99,550 |
| DRAINAGE IMPROVEMENTS: | $ 121,300 |
| PAVING IMPROVEMENTS: | $ 246,000 |
| SEPTIC TANK (OSSF): | $ 72,800 |

FLOW DIRECTION OF WATER

**LEGEND**
**TOTAL REQUIRED -137,176.23 C.F.**
**TOTAL DETENTION-137,592.00 C.F.**


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


THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

SHEET NO. 3 OF 3 SHEETS

| FILENAME : F:\DATA\SUBD\H.C.\SAN PABLO\B-PLAT | | | |
|---|---|---|---|
| DATE PREPARED | PREPARED BY | CHECKED BY | APPROVED BY |
| 5-8-13 | M. GONZALEZ | | |
| 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:** 07-02-2013

PROPOSED **SALIDA DEL SOL ESTATES PHASE VI** SUBDIVISION, PRECINCT No. **3** .

ENGINEER: **QUINTANILLA, HEADLEY & ASSOCIATES** DEVELOPER: **MARIO FLORES**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **20** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **Mile 5 ½ North Road (Circle 6 Rd)and ¼ mile West of Washington Palms Rd.**

SUBDIVISION LIES WITHIN THE: ☒ *The rural area of the County.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **5-25-12** PROPERTY LIES WITHIN FLOOD ZONE: **"C & A"** AS PER FEMA.

DRAINAGE DESIGN: **On Site Detention Swales with Storm Drainage**

DISTANCE TO A DRAIN DITCH: **Adjacent to the subdivision East property line.**

ROAD R.O.W. DEDICATION: **26.20 feet on the North side of Mile 5 ½ Road (Circle 6 Road).**

H.C.R.O.W. FINAL APPROVAL DATE: **06-10-2013**: By, **Victor Gallardo** R.O.W. AGENT

SEWER SYSTEM:
☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Aniceto Izaguirre**
☒ OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: **05-28-13**
☐ SANITARY SEWER BY:_____ LINE SIZE:___LOCATION:_____.

WATER SERVICE PROVIDER: **AGUA S.U.D.** LINE SIZE: **8"** LOCATION: **North of Mile 5 ½ Rd.**

H.C.O.E.C. FINAL APPROVAL DATE: **06-12-2013**: 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.*
☒ ***Notice Of Termination (NOT) has been submitted. Final stabilization has been achieved on site.***

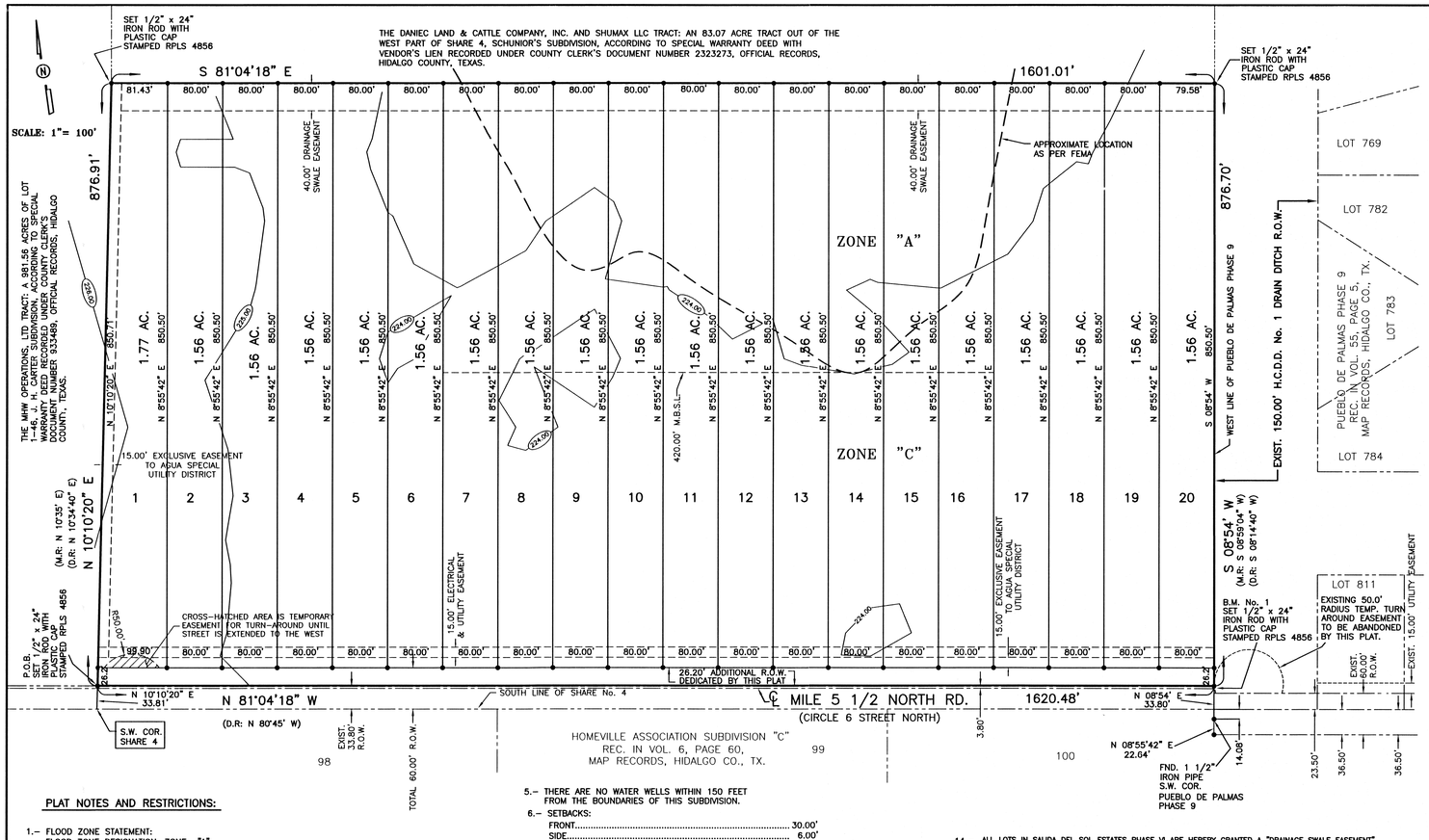
REQUEST FOR FINAL APPROVAL WITH:
☐ **Cash Deposit:** *Amount:$_____For:* ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

☐ **A Letter of Credit** *Financial Institution:* _____ *L.O.C No.* _____
*Amount: $_____For:* ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: **JANUARY 21, 2013**

STAFF RECOMMENDS:
☐ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* _____.
☐ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments*
☒ **Final Approval** *subject to recommendations other departments*
☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*




## PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "A"
AREAS OF 100-YEAR FLOOD; BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS ARE NOT DETERMINED.
&
FLOOD ZONE DESIGNATION: ZONE "C"
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD-PLAIN.
COMMUNITY-PANEL NUMBER 480334 0275 B
EFFECTIVE DATE: JANUARY 2, 1981

THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN. COMMUNITY-PANEL NO. 480334 0275 B EFFECTIVE DATE: JANUARY 2, 1981 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY,TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR HAVE IDENTIFIED NO OTHER AREAS AS SHOWN ON THIS PLAT ARE WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCE
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL 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.

3.– MINIMUM FINISHES FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

4.– LEGEND • – DENOTES 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856, UNLESS OTHERWISE NOTED.

5.– THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.

6.– SETBACKS:

| | |
|---|---|
| FRONT | 30.00' |
| SIDE | 6.00' |
| REAR (LOTS 1-6) | 40.00' |
| REAR (LOTS 17-20) | 40.00' |
| REAR (LOTS 7-16) | 420.00' |

OR TO EASEMENT LINE WHICHEVER IS GREATER

7.– EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

8.– DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO RETAIN A TOTAL OF 86,746.58 CUBIC-FEET ( 1.99 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No. 2 FOR STORM SEWER IMPROVEMENTS.)

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.– BENCH MARK No. 1 ELEV.=227.31 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 SET LOCATED AT SOUTHEAST CORNER OF PROPOSED SUBDIVISION. N.A.V.D. 88 DATUM

11.– ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

12.– 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.

13.– 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 EXCEPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE SOIL EVALUATOR HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

14.– ALL LOTS IN SALIDA DEL SOL ESTATES PHASE VI ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN SALIDA DEL SOL ESTATES PHASE VI TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF SALIDA DEL SOL ESTATES PHASE VI THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS ("COUNTY"), AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 ("DRAINAGE DISTRICT") MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OR ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND / OR THE DRAINAGE DISTRICT ARE ALSO ENTITLED TO RECOVER ALL ENFORCEMENT COSTS AND / OR MAINTENANCE COSTS FROM THE LOT OWNERS IN VIOLATION. IN THE EVENT THE DRAINAGE SWALES DEPICTED ON THE SUBDIVISION PLAT ARE NO LONGER NECESSARY FOR DRAINAGE OF THE LOTS COMPRISING SALIDA DEL SOL ESTATES PHASE VI BECAUSE OF AN ALTERNATE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATION, IS FULLY OPERATIONAL AND ACTUALLY SERVICING ALL THE LOTS IN SALIDA DEL SOL ESTATES PHASE VI, THE COUNTY AND DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY (AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN SALIDA DEL SOL ESTATES PHASE VI ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY), TO RELEASE THE DRAINAGE EASEMENT BURDENING THE DRAINAGE SWALES PURSUANT TO THIS PLAT NOTE, BY AND INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

MARIO FLORES, MEMBER/MANAGER
15.– 3F DEVELOPERS, L.L.C., THE OWNER & SUBDIVIDER OF SALIDA DEL SOL ESTATES PHASE VI, 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.

16.– A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED IN A DESIGNATED FLOOD ZONE, THE DESIGN SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING ITEMS:
1. ANCHORING OF SEPTIC TANK(S)
2. BACK FLOW VALVES
3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL.
4. RISER

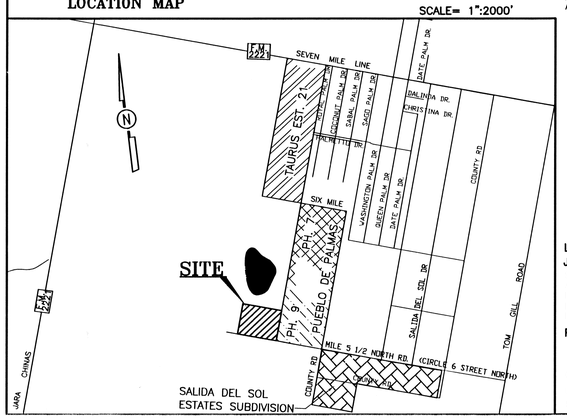
17.– AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR SCHOOLS, COMMERCIAL, INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING 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 IMFROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

18.– NO CONSTRUCTION OF ANY KIND SHALL BE ALLOWED WITHIN FLOOD ZONE "A".

19.– CROSS-HATCHED AREA IS TEMPORARY EASEMENT FOR TURN-AROUND UNTIL STREET IS EXTENDED TO THE WEST IN A RECORDED PLAT. SAID TEMPORARY EASEMENT SHALL BE AUTOMATICALLY ABANDONED UPON THE CONSTRUCTION OF A DEDICATED STREET TO THE WEST.

## LOCATION MAP

SCALE= 1":2000'




## LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

SALIDA DEL SOL ESTATES PHASE VI, IS LOCATED IN WEST HIDALGO COUNTY ON NORTH SIDE OF MILE 5 1/2 NORTH ROAD (CIRCLE 6 STREET NORTH), APPROXIMATELY 3,850.0 FEET WEST OF SALIDA DEL SOL DRIVE. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF MISSION. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF MISSION (POPULATION 77,058). SALIDA DEL SOL ESTATES PHASE VI, LIES APPROXIMATELY 7.7 MILES FROM THE CITY LIMITS AND IT IS NOT WITHIN THE CITY'S 5-MILE EXTRA TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001. IT LIES IN PRECINCT No. 3.

## PRINCIPAL CONTACTS:

| | Name | Address | City & Zip | Phone | Fax |
|---|---|---|---|---|---|
| OWNER: | MARIO FLORES, MEMBER/MANAGER OF 3F DEVELOPERS, L.L.C. | 5114 N. INSPIRATION RD. | MISSION, TX 78572 | (956)585-3477 | (956)585-2928 |
| ENGINEER: | ALFONSO QUINTANILLA | 124 E. STUBBS | EDINBURG, TX 78539 | (956)381-6480 | (956)381-0527 |
| SURVEYOR: | ALFONSO QUINTANILLA | 124 E. STUBBS | EDINBURG, TX 78539 | (956)381-6480 | (956)381-0527 |

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST. EDINBURG, TEXAS 78539
PHONE 956-381-6480 FAX 956-381-0527
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00
OFFICE@QHAENGINEERING.COM

SUBDIVISION PLAT OF

# SALIDA DEL SOL ESTATES PHASE VI

A 34.42 ACRE TRACT OF LAND OUT OF SHARE No.4, SCHUNIOR'S SUBDIVISION OF PORCIONES 73, 74 AND 75, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 23, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1915636, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

A 34.42 ACRE TRACT OF LAND OUT OF SHARE No.4, SCHUNIOR'S SUBDIVISION OF PORCIONES 73, 74 AND 75, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 23, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1915636, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE WEST LINE OF SHARE No.4 AND ON THE NORTH LINE OF MILE 5 1/2 NORTH ROAD (CIRCLE 6 STREET NORTH) FOR THE SOUTHWEST CORNER OF THIS TRACT, SAID ROD BEARS N 10°10'20" E (MAP RECORD: N 10°35' E), 33.81 FEET FROM THE SOUTHWEST CORNER OF SHARE No.4.

THENCE; N 10°10'20" E (MAP RECORD: N 10°35' E), ALONG THE WEST LINE OF SHARE 4, A DISTANCE OF 876.91 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE SOUTHWEST CORNER OF THE DANIEC LAND & CATTLE COMPANY, INC. AND SHUMAX LLC TRACT (AN 83.07 ACRE TRACT OUT OF THE WEST PART OF SHARE 4, SCHUNIOR'S SUBDIVISION, ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2323273, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°04'18" E, ALONG THE SOUTH LINE OF THE DANIEC LAND AND CATTLE COMPANY, INC. TRACT, A DISTANCE OF 1,601.01 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE WEST LINE OF PUEBLO DE PALMAS PHASE 9 (RECORDED IN VOLUME 55, PAGE 5, MAP RECORDS, HIDALGO COUNTY, TEXAS) FOR SOUTHEAST CORNER OF SAID TRACT AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°54' W (MAP RECORD; S 08°59'04" W); ALONG THE WEST LINE OF PUEBLO DE PALMAS PHASE 9, A DISTANCE OF 876.70 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE NORTH LINE OF A MILE 5 1/2 NORTH ROAD (CIRCLE 6 STREET NORTH) FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°04'18" W, ALONG THE NORTH LINE OF SAID MILE 5 1/2 NORTH ROAD (CIRCLE 6 STREET NORTH), A DISTANCE OF 1,620.48 FEET TO THE POINT OF BEGINNING AND CONTAINING 34.42 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH AMENDED SALIDA DEL SOL ESTATES PHASE III, RECORDED IN VOLUME 41, PAGE 199, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.

STATE OF TEXAS · ALFONSO QUINTANILLA · 4856 · REGISTERED PROFESSIONAL LAND SURVEYOR

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

9-21-2012
DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF SALIDA DEL SOL ESTATES PHASE VI WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, 20____.

ENVIRONMENTAL HEALTH DIVISION MANAGER — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF SALIDA DEL SOL ESTATES PHASE VI WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____, 20____.

HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

## INDEX OF SHEETS


SHEET 1.– HEADING INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: MAP: LOT, STREETS, AND EASEMENT LAYOUT: DESCRIPTION (METES AND BOUNDS); ENGINEER'S AND SURVEYOR'S CERTIFICATION: PLAT NOTES AND RESTRICTIONS: OWNER'S DEDICATION, CERTIFICATION, ATTESTATION: R.O.W. AND HIDALGO COUNTY HEALTH DEPT. CERTIFICATION: COUNTY CLERK'S RECORDING CERTIFICATE: COUNTY JUDGE CERTIFICATION: AGUA S.U.D. CERTIFICATE, H.C.D.D. No. 1 CERTIFICATE, REVISION NOTES

SHEET 2.– MAP OF TOPOGRAPHY OF DRAINAGE, WATER DISTRIBUTION AND SANITARY SEWER (OSSF), COUNTY CLERK'S RECORDING CERTIFICATE, ENGINEER'S CERTIFICATION, REVISION NOTES.

SHEET 3.– OFFSITE WATER LAYOUT, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE, SUBDIVIDER'S CERTIFICATE & STATEMENT; ENGINEERING CERTIFICATION: ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION),COUNTY CLERK'S RECORDING CERTIFICATE, REVISION NOTES, CONSTRUCTION DETAILS


STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, MARIO FLORES, MEMBER/MANAGER OF 3F DEVELOPERS, L.L.C., AS OWNER OF OF THE 34.42 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED SALIDA DEL SOL ESTATES PHASE VI, 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.

MARIO FLORES, MEMBER/MANAGER
3F DEVELOPERS, L.L.C.
5114 N. INSPIRATION RD.
MISSION TX., 78572

6-5-13
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared MARIO FLORES, MEMBER/MANAGER OF 3F DEVELOPERS, L.L.C. proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that she executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this 5th day of June, 2013

LILIA A. QUINTANILLA · Notary Public, State of Texas · My Commission Expires July 23, 2016.

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 SALIDA DEL SOL ESTATES PHASE VI was reviewed and approved by the Hidalgo County Commissioners Court on _____, _____.

Hidalgo County Judge — date

ATTEST: Hidalgo County Clerk — date

I, FRANCISCO FLORES, HEREBY CERTIFY THAT THE AGUA SPECIAL UTILITY DISTRICT HAS APPROVED THE POTABLE WATER SUPPLY FOR THE SALIDA DEL SOL ESTATES PHASE VI HIDALGO COUNTY, TEXAS. THE AGUA SPECIAL UTILITY DISTRICT IS THE HOLDER OF A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY ISSUE BY THE STATE OF TEXAS TO FURNISH POTABLE WATER TO AN AREA IN HIDALGO COUNTY, TEXAS. THAT INCLUDES THIS SUBDIVISION, AND IS THEREFORE OBLIGATED TO SERVE THIS SUBDIVISION WITH POTABLE WATER TO THE EXTENT REQUIRED BY THE LAWS OF THE STATE OF TEXAS. THE AGUA SPECIAL UTILITY DISTRICT AGREES THAT IT WILL PROVIDE WATER TO THIS SUBDIVISION AT THE TIME WHEN ALL OF THE INFRASTRUCTURE REQUIREMENTS FOR THE SUBDIVISION ARE MET. WATER METERS ARE IMMEDIATELY AVAILABLE FOR THIS PURPOSE UPON COMPLETION OF THE WATER FACILITIES SHOWN ON THE PLAT OF THE SUBDIVISION.

6/7/13

MR. FRANCISCO FLORES
GENERAL MANAGER
AGUA SPECIAL UTILITY DISTRICT

NOTE:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

COUNTY OF HIDALGO
STATE OF TEXAS

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

STATE OF TEXAS · ALFONSO QUINTANILLA · 95534 · LICENSED PROFESSIONAL ENGINEER

6-3-13

ALFONSO QUINTANILLA
P.E. No. 95534
DATE

THE COUNTY OF HIDALGO · TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

REVISION NOTES

| No. | Sheet | REVISION | Date | Approved |
|---|---|---|---|---|
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DATE OF PREPARATION: SEPT 21, 2012

SHEET NO. 1 OF 3 SHEETS

FILENAME : F:\DATA\SUBD.\MISSION\SALIDA DEL SOL ESTATES PHASE VI SUBD\PLAT

| DATE PREPARED | PREPARED BY | CHECKED BY | APPROVED BY |
|---|---|---|---|
| 9-21-12 | M. GONZALEZ | | |
| DATE REVISED | REVISED BY | CHECKED BY | APPROVED BY |
| 5-31-13 | M. GONZALEZ | Q.H. | Q.H. |

**MATCHLINE–SEE OFFSITE WATER PG. 3**

**COST ESTIMATE**

| | |
|---|---|
| WATER DISTRIBUTION: | $ 55,700.00 |
| DRAINAGE IMPROVEMENTS: | $ 13,730.00 |
| SEPTIC TANK (OSSF): | $ 29,000.00 |
| MILE 5 1/2 NORTH (1/3 ESCROW) PAVING & DRAINAGE | $ 32,050.94 |

FLOW DIRECTION OF WATER

N

SCALE: 1"= 60'

EXIST. 8" GATE VALVE & BOX
S 81°04'18" E

SHARE No. 4
SCHUNIOR'S SUBDIVISION
REC. IN VOL. 2, PAGE 23,
MAP RECORDS, HIDALGO CO., TX.

1601.01'

EXIST. 12" P.V.C. BLEEDER LINE–70.00 L.F.

EXIST. RIP–RAP
F.L.=221.50

F.L.=222.00
83.06'

F.L.=222.00
79.56'

80.00' | 80.00' | 80.00' | 80.00' | 80.00' | 80.00' | 80.00' | 80.00' | 80.00' | 80.00' | 80.00' | 80.00' | 80.00' | 80.00' | 80.00' | 80.00' | 80.00' | 80.00' | 80.00' | 80.00'

EXIST. 40.0' SWALE
40.00 DRAINAGE SWALE EASEMENT
EXIST. 40.0' SWALE
40.00 DRAINAGE SWALE EASEMENT

APPROXIMATE LOCATION AS PER FEMA

876.91'

876.70'

7.5'

ZONE "A"

ZONE "C"

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20

LOT 10
J. H. CARTER SUBDIVISION
REC. IN VOL. 2, PAGE 44,
MAP RECORDS, HIDALGO CO., TX.

EXIST. 8" P.V.C. WATERLINE C900–07
DR–25 @ 165 PSI 600.00 L.F.

775.50' | 775.50' | 775.50' | 775.50' | 775.50' | 775.50' | 775.50' | 775.50' | 775.50' | 775.50' | 775.50' | 775.50' | 775.50' | 775.50' | 775.50' | 775.50' | 775.50' | 775.50' | 775.50' | 775.50'

B–1 B–2 B–3 B–4 B–5 B–6 B–7 B–8

OSSF

15.00' EXCLUSIVE EASEMENT TO AGUA SPECIAL UTILITY DISTRICT

EXIST. 2" FLUSH VALVE
8" M.J. TEE
3–8" GATE VALVE & BOX

(M.R.: N 10°35' E)
(D.R.: N 10°54'40" E)
N 10°10'20" E

EXIST. 16" H.W. SDR–26
P.V.C. CASING 50.0 L.F.

EXIST. 1" SINGLE SERV. CONN. (TYP.)

7.5'

15.00' ELECTRICAL & UTILITY EASEMENT

EXIST. 8" P.V.C. WATERLINE C900–07
DR–25 @ 165 PSI 825.00 L.F.

EXIST. 1" SINGLE SERV. CONN. (TYP.)

EXIST. 8" GATE VALVE & BOX

EXIST. 8" P.V.C. WATERLINE C900–07
DR–25 @ 165 PSI 820.00 L.F.

EXIST. 1" SINGLE SERV. CONN. (TYP.)

15.00' EXCLUSIVE EASEMENT TO AGUA SPECIAL UTILITY DISTRICT

7.5'

EXIST. 1" SINGLE SERV. CONN. (TYP.)

EXIST. TYPE III BARRICADE

ROAD SIDE DITCH F.L.= 224.90 | ROAD SIDE DITCH F.L.= 224.17 | ROAD SIDE DITCH F.L.= 223.53 | ROAD SIDE DITCH F.L.= 223.23

T/P=226.46 | T/P=226.33 | T/P=225.76 | T/P=225.63 | T/P=225.01 | T/P=225.26 | T/P=226.54

N 10°10'20" E
33.81'

S.W. COR. SHARE 4

R40.00

TEMPORARY CUL–DE–SAC
(ASPHALT MILLING–MC/30)

N 81°04'18" W
(D.R.: N 80°45' W)

MILE 5 1/2 NORTH RD.
(COUNTY ROAD NOT OPEN)

1620.48'

SOUTH LINE OF SHARE No. 4

HOMEVILLE ASSOCIATION SUBDIVISION "C"
REC. IN VOL. 6, PAGE 60,
MAP RECORDS, HIDALGO CO., TX.

EXIST. 33.80' R.O.W.

EXIST. 24.00' ASPHALT ROAD

EXIST. 8" M.J. 45° BEND

EXIST. TYPE "CC" INLET
TOP=223.00
FL=220.20

EXIST. 18"RCP STORM LINE
118.0 L.F.

EXIST. RIP–RAP
F.L.=220.00

EXISTING 8" WATERLINE AGUA S.U.D.

EXIST. 18" R.C.P. W/ SAFTEY END TREATMENTS
120.00 L.F.

EXIST. 8" M.J. 45° BEND
8" GATE VALVE & BOX
SEE DETAIL "A"

MATCH EXISTING PAVEMENT

EXIST. 60.00' R.O.W.

EXIST. PAVEMENT

EXIST. 24.00' ASPHALT

23.50' | 36.50' | 1.00'

WEST LINE OF PUEBLO DE PALMAS PHASE 9

S 08°54' W
(M.R.: S 08°59'04" W)
(D.R.: S 08°14'40" W)

EXIST. 150.00' DRAIN DITCH R.O.W.

PUEBLO DE PALMAS PHASE 9
REC. IN VOL. 155, PAGE 5,
MAP RECORDS, HIDALGO CO., TX.

B–1 ⊗ BORINGS
OSSF EXIST. SEPTIC TANK
WM WATER METER BOX
–W– 8" WATER SUPPLY LINE
—— SERVICE LINES

B–1 ⊗ POZOS
EXIST. FOSAS SEPTICAS
WM CAJA DE MEDIDOR DE AGUA
—— 8" LINEA DE AGUA
—— LINEAS DE SERVICIOS

1" DUAL SERVICE LINE — LOT 2 — LOT 3
¾ SINGLE SERVICE LINE

1" DOBLE LINEA DE SERVICIO — LOTE 2 — LOTE 3
¾ UNA LINEA DE SERVICIO

# SALIDA DEL SOL ESTATES PHASE VI

A 31.60 ACRE TRACT OF LAND OUT OF SHARE 1 OUT OF SHARE "E", LAS MESTENAS GRANT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 4, PAGE 48, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2297206, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS,

STATE OF TEXAS
ALFONSO QUINTANILLA
95334
LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 95334

6-7-13
DATE

EXIST. 8" M.J. 45° BEND
EXISTING 8" WATERLINE
EXIST. 8" GATE VALVE & BOX

**DETAIL "A"**
N.T.S.

**REVISION NOTES**

| No. | Sheet | REVISION | Date | Approved |
|---|---|---|---|---|
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QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F–1513
LAND SURVEYORS
PHONE 956–381–6480
FAX 956–381–0527
OFFICE@QHAENGINEERING.COM


THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

SHEET NO. 2 OF 3 SHEETS

| FILENAME : F:\DATA\SUBDIVS\HIDALGO CO.\SALIDA DEL SOL VI\B–PLAT | | | |
|---|---|---|---|
| DATE PREPARED | PREPARED BY | CHECKED BY | APPROVED BY |
| APRIL 23, 2012 | M.GONZALEZ | | |
| DATE REVISED | | CHECKED BY | APPROVED BY |

## FINAL ENGINEERING REPORT FOR SALIDA DEL SOL ESTATES PHASE VI SUBDIVISION

BY ALFONSO QUINTANILLA, P.E.

### WATER SUPPLY: Description, Costs, and Operability date

SALIDA DEL SOL ESTATES PHASE VI WILL BE PROVIDED WITH POTABLE WATER BY AGUA SPECIAL UTILITY DISTRICT ("AGUA S.U.D."). THE SUBDIVIDER AND AGUA S.U.D. HAVE ENTERED INTO A CONTRACT IN WHICH AGUA S.U.D. PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND AGUA S.U.D. HAVE PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THE SUBDIVISION. AGUA S.U.D. HAS AN EXISTING 8" DIAMETER WATERLINE RUNNING ALONG THE NORTH SIDE OF MILE 5 1/2 NORTH.

THE WATER SYSTEM FOR SALIDA DEL SOL ESTATES PHASE VI CONSISTS OF AN 8" DIAMETER WATERLINE THAT CONNECTS TO THE EXISTING 8" DIAMETER WATERLINE ON MILE 5 1/2 NORTH. THE 8" DIAMETER WATERLINE RUNS WEST 1,620.00 FEET ALONG THE NORTH SIDE OF MILE 5 1/2 NORTH TO THE SOUTHWEST CORNER OF THE SUBDIVISION, WHERE IT TURNS NORTH. THE 8" DIAMETER RUNS NORTH ALONG THE WEST SIDE OF THE SUBDIVISION INSIDE AN EXLUSIVE AGUA S.U.D. EASEMENT (DEDCIATED BY THIS PLAT) AND CONTINUES PAST THE NORTH LINE OF THE SUBDIVISION INSIDE AN EXCLUSIVE AGUA S.U.D. EASEMENT (RECORDED UNDER DOCUMENT NUMBER 2415379, O.R.H.C.) FOR A DISTANCE OF 320.00 FEET. THE 8" DIAMETER WATERLINE TURNS EAST AND RUNS 550.00 FEET, CONNECTING WITH AN EXSITING 8" WATERLINE.

WATER DISTRIBUTION FOR SALIDA DEL SOL ESTATES PHASE VI CONSISTS OF TWENTY (20) 1" DIAMETER SINGLE SERVICE LINES. SAID SERVICES TERMINATE AT THE WATER METER BOXES FOR EACH LOT

THE 8" DIAMETER WATERLINE, THE 1" SINGLE SERVICE LINES, AND THE WATER METER BOXES HAVE BEEN INSTALLED AT A TOTAL COST OF $ 55,700.00 OR $ 2,785.00 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID AGUA S.U.D. THE SUM OF $ 47,740.00 OR $ 2,387.00 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 MEMBERSHIPS OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO AGUA S.U.D.. UPON REQUEST BY THE LOT OWNER OF A LOT, AGUA S.U.D. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE ENTIRE WATER FACILITIES WILL BE APPROVED AND ACCEPTED BY AGUA S.U.D. PRIOR TO THE ISSUANCE OF BUILDING PERMITS.

### SEWAGE FACILITIES: Description and Costs.

SEWAGE FROM SALIDA DEL SOL ESTATES PHASE VI, IS TREATED BY INDIVIDUAL ON–SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAINFIELD ON EACH LOT. THE SITE EVALUATOR (LICENSE NUMBER OS 12481) HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. HIGHLIGHTS OF THE REPORT ARE AS FOLLOWS:

EACH LOT IN THE SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE THE UNITED STATES OF AGRICULTURE SOIL CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A FINE SANDY LOAM. THE SITE EVALUATOR (LICENSE NUMBER OS 12481) HAD EIGHT (8) TEST BORINGS MADE AT OPPOSITE AREAS OF THE SUBDIVISION AT THE CENTERS OF LOTS 1, 3, 6, 9, 12, 15, 18 AND 20. (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMITED AREA.) THE SOIL REPORT AS PREPARED BY THE SITE EVALUATOR (LICENSE NUMBER OS 12481) INDICATES A UNIFORM SANDY LOAM (WITH TEXURE CLASS II) EXTENDING MORE THAN 24" BELOW THE BOTTOM OF ANY EXISTING EXCAVATION.

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $ 1,450.00, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSF'S HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL AT A TOTAL COST OF $ 29,000.00 THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF ON MAY 28, 2013.

### 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 ESTIMATED COSTS TO INSTALL UNCONSTRUCTED WATER AND ON–SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

**WATER FACILITIES–** THIS FACILITY ARE FULLY CONSTRUCTED, WITH INSTALLATION OF WATER METERS, AT A TOTAL COST OF $ 103,440.00 OR $ 5,172.00 PER LOT.

**SEWAGE FACILITIES–** THESE FACILITIES FULLY CONSTRUCTED WILL COST A GRAND TOTAL OF $ 29,000.00 WHICH EQUALS TO $ 1,450.00 PER LOT.

STATE OF TEXAS · ALFONSO QUINTANILLA · 95534 · LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 95534

6-7-13
DATE

## REPORTE FINAL DE INGENIERIA PARA LA SUBDIVISION DE SALIDA DEL SOL ESTATES PHASE VI

BY ALFONSO QUINTANILLA, P.E.

### PROVISION DE AGUA: Descripcion, Gastos, y Fecha de Incio

SALIDA DEL SOL ESTATES PHASE VI SERA PROVISTA DE AGUA POTABLE POR LA COMPAÑIA DE AGUA DE AGUA SPECIAL UTILITY DISTRICT (AGUA S.U.D.). EL DUEÑO DE LA SUBDIVISION Y LA COMPAÑIA DE AGUA AGUA S.U.D. SE HAN COMPROMETIDO A PROVEER DE AGUA SUFICIENTE A LA SUBDIVISION POR UN PERIODO DE 30 AÑOS. LA COMPAÑIA DE AGUA AGUA S.U.D. HA PRESENTADO LA DOCUMENTACION DEMOSTRANDO LA DISPONIBILIDAD DE CANTIDAD Y CALIDAD DE AGUA A LARGO PLAZO QUE SERVIRA PARA EL FUTURO DESARROLLO DE LA SUBDIVISION. AGUA S.U.D. TIENE UN LINEA DE AGUA EXISTENTE DE 8 PULGADAS DE DIAMETRO QUE CORRE POR EL LADO NORTE DE LA CALLE MILE 5 1/2 NORTH.

EL SISTEMA DE PROVISIÓN DE AGUA PARA LA SUBDIVISIÓN SALIDA DEL SOL ESTATES PHASE VI CONSISTE DE UNA LINEA DE AGUA DE 8 PULGADAS DE DIÁMETRO QUE CONNECTA CON LA LINEA DE AGUA EXISTENTE DE 8 PULGADAS DE DIAMETRO. LA LINEA DE AGUA DE 8 PULGADAS DE DIAMETRO CORRE OESTE POR 1,620.00 PIES POR EL LADO NORTE DE LA CALLE MILE 5 1/2 NORTH, DONDE VOLTEA NORTE. LA LINEA DE AGUA DE 8 PULGADAS DE DIAMETRO CORRE NORTE POR EL LADO OESTE DE EL SUBDIVISION ADENTRO DE UN EASEMENT EXCLUSIVO PARA AGUA SUD (DEDICADO POR ESTA PLAT) Y CONTINÚA PASNDO LA LINEA NORTE DE EL SUBDIVISION ADENTRO DE UN EASEMENT EXCLUSIVO PARA AGUA SUD (ARCHIVADO EN EL NÚMERO DE DOCUMENTO 2415379, O.R.H.C.) POR UNA DISTANCIA DE 320.00 PIES. LA LINEA DE AGUA DE 8 PULGADAS DE DIAMETRO VOLTEA ESTE Y CORRE POR UNA DISTANCIA DE 550.00 PIES, CONNECTANDO CON UNA LINEA DE AGUA EXISTENTE DE 8 PULGADAS DE DIAMETRO.

DE LA LINEA DE 8" DE DIAMETRO SE PRODUCEN VEINTE (20) CONDUCTOS INDIVIDUALES DE AGUA DE 1 PULGADA DE DIÁMETRO PARA CADA DOS LOTES.

LA LINEA DE AGUA DE 8" DE DIAMETRO, LOS CONDUCTOS INDIVIDUALES DE AGUA DE 1 PULGADA DE DIÁMETRO, Y LOS MEDIDORES MECÁNICOS DE AGUA HA SIDOINSTALADO, MENOS DEL SECCION EN CONSTRUCCION, A UN COSTO TOTAL DE US$ 55,700.00 O US$ 2,785.00 POR LOTE. ADICIONALMENTE, EL DUEÑO DE LA SUBDIVISION PAGARA A AGUA S.U.D. LA CANTIDAD DE US$ 47,740.00 O US$ 2,387.00 POR SOLAR DE ACUERDO AL CONTRATO Y DOCUMENTO DE 30 AÑOS DE SERVICIO DE AGUA POTABLE EL CUAL CUBRE LOS MEDIDORES DE AGUA, INSTALACION, CONEXION Y MEMBRESIAS. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑÍA AGUA S.U.D. LO INSTALARA SIN ALGON GASTO AL DUEÑO. EL SISTEMA DE AGUA SERAN APROBADO Y ACEPTADO POR AGUA S.U.D. ANTES DE LA EMISION DE PERMISOS DE OBRAS.

### DRENAJE: Descripcion y Gastos.

EL DRENAJE DE SALIDA DEL SOL ESTATES PHASE VI, TENDRA FOSAS SEPTICAS INDIVIDUALES (OSSF) CONSISTIENDO EN UN DISEÑO NORMAL, CON DOBLE COMPARTIMENTO DE FOSA SEPTICA (OSSF) Y UN CAMPO DE DRENAJE EN CADA SOLAR. EL EVALUADOR (LIC# OS 12481) DE ENSUCIE HA INSPECCIONADO, EVALUADO Y REPORTADO QUE LA UBICACION DE LA SUBDIVISION ES CONVENIENTE PARA FOSAS SEPTICAS (OSSF). EL REPORTE FUE EXAMINADO Y APROBADO POR EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO.

CADA SOLAR EN LA SUBDIVISION MIDE MEDIO ACRE DE TAMAÑO. EL LIBRO DE SERVICIOS Y CONSERVACION DEL SUELO DEL DEPARTAMENTO DE AGRICULTURA DE LOS ESTADOS UNIDOS (USDA) INDICA UNA MEZCLA DE BARRO ARENOSO. EL EVALUADOR (LIC# OS 12481) HIZO EIGHT (8) PRUEBAS CON AGUJEROS EN EL CENTRO DE LOS LOTES 1, 3, 6, 9, 12, 15, 18 Y 20 (PRUEBAS ADICIONALES NO FUERON NECESARIAS PORQUE EL SUELO ES MUY UNIFORME DENTRO DEL AREA DELIMITADA). EL SUELO ES UNIFORME MARGA ARENOSO (CON TEXTURA CLASE II) EXTENDIDO A MAS DE 24 PULGADAS BAJO EL FONDO DE CUALQUIER EXCAVACION POR EL EVALUADOR (LIC# OS 12481). NO HAY PRESENCIA DE AGUA SUBTERRANEA BAJO LA CAPA DE 24 PULGADAS DE FONDO DE LAS EXCAVACIONES.

EL COSTO TOTAL PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR SON US$ 1,450.00, 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 US$ 29,000.00. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODOS LAS FOSAS SÉPTICAS Y AH APROBADO LA INSTALACIÓN DE LAS FOSAS SÉPTICAS DESDE EL 28 DE MAYO DE 2013.

### CERTIFICACION:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO, CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

**AGUA:** EL SISTEMA DE AGUA FUE CONSTRUIDO, CON LA INSTALACION DE LOS MEDIDORES DE AGUA, EL COSTO TOTAL ES DE US$ 103,440.00 O US$ 5,172.00 POR LOTE.

**DRENAJE:** SE ESTIMA QUE LAS FOSAS SEPTICAS COSTARAN US$ 1,450.00 POR LOTE (TODO INCLUSO) A UN COSTO TOTAL DE US$ 29,000.00 PARA TODA LA SUBDIVISION.

STATE OF TEXAS · ALFONSO QUINTANILLA · 95534 · LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 95534

6-7-13
DATE

### REVISION NOTES

| No. | Sheet | REVISION | Date | Approved |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

### SUBDIVIDER CERTIFICATION

1.– BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE BY STATE AND COUNTY REGULATIONS.

### SUBDIVIDER STATEMENT:

1.– I (WE), **MARIO FLORES** SUBDIVIDERS OF **SALIDA DEL SOL ESTATES PHASE VI** HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAID AND ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AND 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 TO THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

6-7-13
DATE

MARIO FLORES
3F DEVELOPERS, L.L.C.
5114 N. INSPIRATION RD.
MISSION TX., 78572

STATE OF TEXAS
COUNTY OF HIDALGO

**BEFORE ME,** the undersigned notary public, on this day personally appeared
**MARIO FLORES**
proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that she executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this 7th day of June, 2013.

LILIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2016

LILIA A. QUINTANILLA– NOTARY PUBLIC

# SALIDA DEL SOL ESTATES PHASE VI

**A 34.42 ACRE TRACT OF LAND OUT OF SHARE No.4, SCHUNIOR'S SUBDIVISION OF PORCIONES 73, 74 AND 75, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 23, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1915636, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.**

Salida Del Sol Estates Subdivision Phase VI is a 34.42 acre tract of land out of Share No. 4, Schunior's Subdivision of Porciones 73, 74, and 75, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 2, Page 23, map records, Hidalgo County, Texas, and according to special warranty deed with vendor's lien recorded under County Clerk's Document Number 1086344, official records, Hidalgo County, Texas. This subdivision is located approximately 7,790.00 feet South and 2,602.00 feet West of the intersection of Tom Gill Road & F.M. 2221 Road. The site is currently vacant. The proposed subdivision will consist of 20 residential lots.

The tract is Zone "C" and Zone "A" with a BFE of 225.00 as per FEMA Flood Insurance Rate Map, Community Panel No. 480334 0275 B, dated on January 2, 1981.

The soil is a mixture of fine sandy loam, clay loam, and sandy clay loam. This soil is well drained. Permeability is moderate. Plasticity Index has a range of NP–32. See attached Soil Survey of Hidalgo County, Texas tables.

Presently, the site runoff is in a southerly direction. The existing runoff for the proposed subdivision is Q= 9.22 cubic feet per second based on a 10–year storm.

After development the runoff will be Q= 28.11 cubic feet per second for an increase of Q= 18.89 cubic feet per second. Detention will be 86,746.58 cubic feet (1.99 acre feet) and will be obtained in a proposed drainage swale on the north side that is 40 feet wide by a varied depth of 1.0 to 1.5 feet. Any excess runoff will flow into the drainage swales and then into a proposed 12" bleeder that will drain into the existing drainage ditch located on the east side of this development.

THE COUNTY DRAINAGE DITCH FLOWS NORTH THEN EAST. THE DRAINAGE DITCH CARRIES WATER EASTWARD WHERE IT EMPTIES INTO LAGUNA MADRE. THE 10 YEAR FLOOD IS CONTAINED WITHIN THE RIGHT–OF–WAY OF STREET AND WITHIN THE DRAINAGE SWALES OF THE SUBDIVISION AS SHOWN BELOW. A RESTRICTIVE COVENANT (SET OUT ON SHEET 1 UNDER PLAT NOTES AND RESTRICTIONS) PROHIBITS THE CONSTRUCTION OF RESIDENTIAL HOUSING IN ANY AREA OF THE SUBDIVISION THAT IS IN A FLOODPLAIN UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968. AS FURTHER NOTED ON SHEET 1, THE FINISHED FLOOR ELEVATION OF EACH HOUSE IS REQUIRED TO BE AT LEAST 18 INCHES ABOVE THE TOP OF THE AVERAGE HEIGHT OF THE CURB IN FRONT OF THE LOT. THESE MEASURES PROVIDE POSITIVE DRAINAGE AWAY FROM ALL BUILDINGS, AVOID CONCENTRATING RUNOFF INTO OTHER LOTS, AND COORDINATE INDIVIDUAL LOT DRAINAGE WITH THE GENERAL STORM DRAINAGE PATTERN FOR THE AREA. THE MAP BELOW ILLUSTRATES THE FLOW PATTERNS FOR THE RUNOFF.

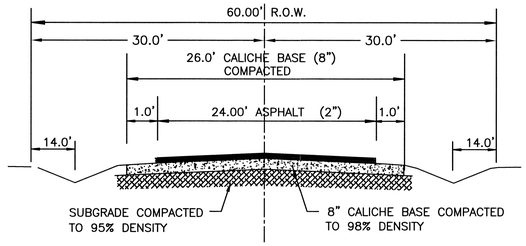
### CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100–YEAR FLOODPLAIN FOR ZONE "A" (AREAS OF 100–YEAR FLOOD: BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS NOT DETERMINED) AND ZONE "C" (AREAS OF MINIMAL FLOODING) AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0275 B, DATED ON JANUARY 2, 1981 IS CONTAINED WITHIN THE DRAINAGE OF THE SUBDIVISION, AS SHOWN BELOW.

STATE OF TEXAS · ALFONSO QUINTANILLA · 95534 · LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 95534

6-7-13
DATE

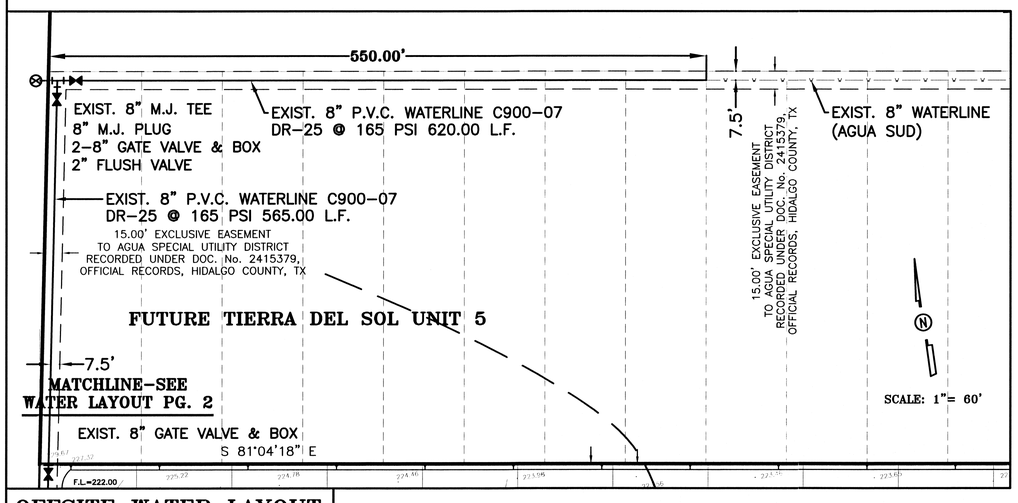



NOTE: DEVELOPER HAS ESCROWED WITH HIDALGO COUNTY THE 1/3 COST FOR THE PAVING IMPROVEMENTS

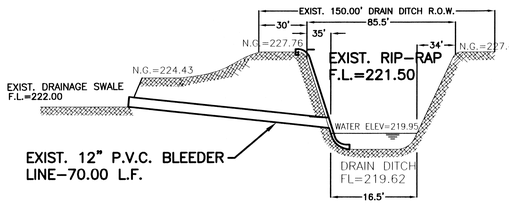
## STREET SECTION

(MILE 5 1/2 NORTH)

N.T.S.

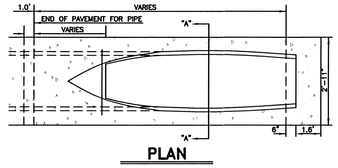


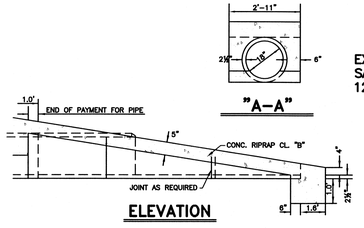

## OFFSITE WATER LAYOUT




## DRAIN DITCH CROSS SECTION

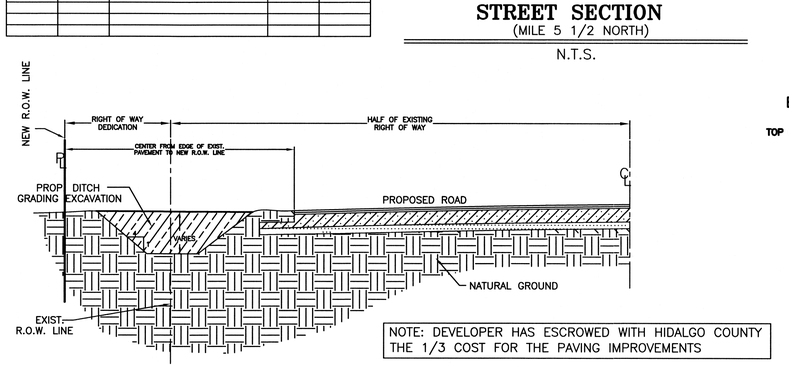
NOT TO SCALE




## SAFETY END TREATMENT

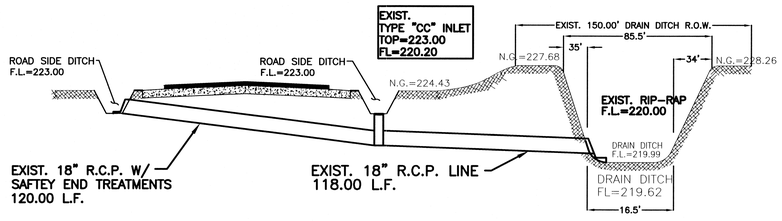
NOT TO SCALE




NOTE: DEVELOPER HAS ESCROWED WITH HIDALGO COUNTY THE 1/3 COST FOR THE PAVING IMPROVEMENTS

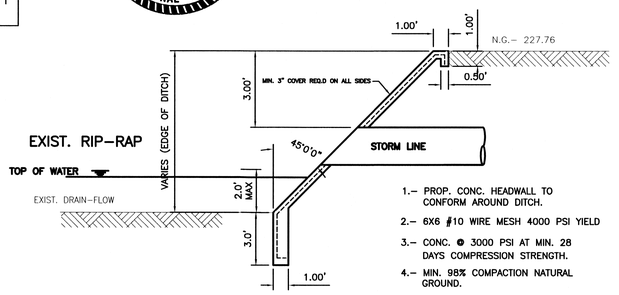
## CONSTRUCTION OF ROAD SIDE DITCH

NOT TO SCALE



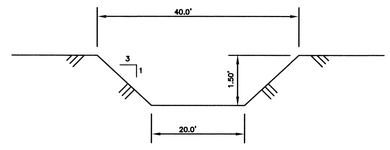

## DRAIN DITCH CROSS SECTION "A–A"

NOT TO SCALE




## TYPICAL STORM DISCHARGE STRUCTURE

NOT TO SCALE




## DRAINAGE SWALE SECTION

N.T.S

### COST ESTIMATE

| | |
|---|---|
| WATER DISTRIBUTION: | $ 55,700.00 |
| DRAINAGE IMPROVEMENTS: | $ 13,730.00 |
| SEPTIC TANK (OSSF): | $ 29,000.00 |
| MILE 5 1/2 NORTH (1/3 ESCROW) PAVING & DRAINAGE | $ 32,050.94 |

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
REGISTRATION NUMBER F–1513
PHONE 956–381–6480
FAX 956–381–0527
OFFICE@QHAENGINEERING.COM


| | | | | |
|---|---|---|---|---|
| SHEET NO. 3 OF 3 SHEETS | FILENAME : F:\DATA\SUBDIVS\HIDALGO CO.\SALIDA DEL SOL VI\B–PLAT | | | |
| | DATE PREPARED | PREPARED BY | CHECKED BY | APPROVED BY |
| | APRIL 23, 2012 | M.GONZALEZ | | |
| | DATE REVISED | | 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:** 07-02-2013

PROPOSED **BUENOS AIRES** SUBDIVISION, PRECINCT No. **1** .

ENGINEER: **NAIN ENGINEERING.** DEVELOPER: **NOE SALAZAR.**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **1** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **West of Mile 1 ½ West Rd approximately ¼ mile South of Mile 12 North Rd.**

SUBDIVISION LIES WITHIN THE:
☐ *The rural area of the County.*
☐ *ETJ of _____ and was approved administratively by said City.*
☒ *ETJ of* **Weslaco** *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **06-14-2012** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **Drainage will be accomplished by existing natural low area.**

DISTANCE TO A DRAIN DITCH: **Approximate ½ miles east of subdivision development.**

ROAD R.O.W. DEDICATION: **Additional ROW will not be required. Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.**

H.C.R.O.W. FINAL APPROVAL DATE: **06-13-2013** : By, **Roy Gonzales** R.O.W. AGENT

SEWER SYSTEM:
☒OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Jose Angel Gonzalez.**
☒OSSF IS EXISTING.
☐SANITARY SEWER BY: _____ LINE SIZE: _____ LOCATION: _____

WATER SERVICE PROVIDER: **N.A.W.S.C.** LINE SIZE: **4"** LOCATION: **Mile 1 ½ West Road .**

H.C.O.E.C. FINAL APPROVAL DATE: **06-12-2013 .**: By **Ann Marie De La Fuente, Administrative Assistant**
☒**CONSTRUCTION GENERAL PERMIT NOT REQUIRED**
*Total project size is less than 1 acres, less than 1 acre of soil disturbance will take place during construction. No further submittals will be required. This approval will also cover the final subdivision approval. Since no Construction General Permit (C.G.P.) coverage is required.*

REQUEST FOR FINAL APPROVAL WITH:
☐ **Cash Deposit:** *Amount:$_____ For:* ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS
☐ **A Letter of Credit** *Financial Institution:* _____ *L.O.C No.* _____
*Amount: $_____ For:* ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

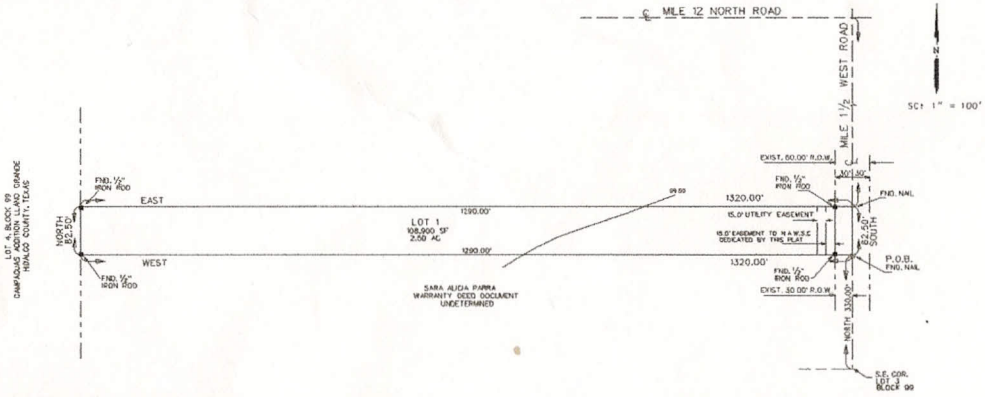
PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: ***SEPTEMBER 04, 2012***

STAFF RECOMMENDS:
☐ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of _____.*
☐ **Preliminary Approval** *subject comments and future recommendations by planning and other departments*
☒ **Final Approval** *subject to recommendations other departments*
☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*

# BUENOS AIRES SUBDIVISION

A 2.50 ACRE TRACT OF LAND OUT OF LOT 3, BLOCK 99, CAMPACUAS ADDITION, LLANO GRANDE GRANT, ACCORDING TO THE MAP RECORDED IN VOLUME 1, PAGE 2, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 2306080, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.




## METES AND BOUNDS

A 2.50 ACRE TRACT OF LAND OUT OF LOT 3, BLOCK 99, CAMPACUAS ADDITION, LLANO GRANDE GRANT, ACCORDING TO THE MAP RECORDED IN VOLUME 1, PAGE 2, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 2306080, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS!

BEGINNING AT A NAIL FOUND ON THE EAST LINE OF LOT 3 AND IN THE CENTERLINE OF MILE 1½ WEST ROAD FOR THE SOUTHEAST CORNER OF THIS TRACT, SAID NAIL BEARS, NORTH 330.00 FEET FROM THE SOUTHEAST CORNER OF LOT 3, BLOCK 99;

THENCE WEST, PASING A ½" IRON ROD FOUND AT 30.00 FEET FOR THE WEST R.O.W. LINE OF MILE 1½ WEST ROAD, A TOTAL DISTANCE OF 1320.00 FEET TO A ½" IRON ROD FOUND ON THE WEST LINE OF LOT 3, FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE NORTH, ALONG THE WEST LINE OF LOT 3, A DISTANCE OF 82.50 FEET TO A ½" IRON ROD FOUND FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE EAST, PASSING A ½" IRON ROD FOUND AT 1290.00 FEET FOR THE WEST R.O.W. LINE OF MILE 1½ WEST ROAD, A TOTAL DISTANCE OF 1320.00 FEET TO A NAIL FOUND ON THE EAST LINE OF LOT 3 AND IN THE CENTERLINE OF MILE 1½ WEST ROAD FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE SOUTH ALONG THE EAST LINE OF LOT 3 AND THE CENTERLINE OF MILE 1½ WEST ROAD, A DISTANCE OF 82.50 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.50 ACRES OF LAND MORE OR LESS.

## RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR (#1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, HEREINAFTER CALLED "GRANTEE") THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER, AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS, AND ASSIGNS, AN EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE, AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS THE LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS OF THE PURPOSE FOR WHICH THE ABOVE MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15'IN WIDTH, THE CENTER LINE THEREOF BEGIN THE PIPELINE INSTALLED. IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE CITY, COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATERLINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATE SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED. THE CONSIDERATION RECITED HERIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN, THUS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR CONVENANTS THAT IT IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIES EXCEPT THE FOLLOWING: THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGHT FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

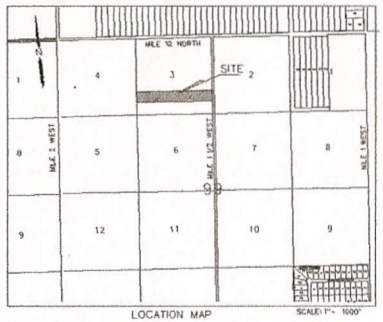
IN WITNESS WHEREOF THE SAID GRANTOR EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____, 2012.

OWNER NOE SALAZAR
ADDRESS: 113825 MILE 1½ WEST ROAD
WESLACO, TEXAS, 78596

OWNER: MARIA E SALAZAR
ADDRESS: 113825 MILE 1½ WEST ROAD
WESLACO, TEXAS, 78596

## GENERAL NOTES:

1. MIN. BUILDING SETBACK LINES:
   FRONT 40.0'
   SIDE 6.0' OR EASEMENT WHICH EVER IS GREATER
   REAR 15.0' OR EASEMENT WHICH EVER IS GREATER
   18.0'GARAGE / CAR PORT FRONT SET BACK
2. MINIMUM FINISH FLOOR NOTE:
   MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE OF STREET. 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
3. ●-DENOTES ½" IRON ROD FOUND UNLESS OTHERWISE NOTED.
   O-DENOTES ½" IRON ROD SET UNLESS OTHERWISE NOTED.
   ^-DENOTES NAIL FOUND UNLESS OTHERWISE NOTED.
4. BENCHMARK ELEVATION 80.70' C.P.S. NORTHEAST CORNER OF THIS SUBDIVISION
5. FLOOD ZONE DESIGNATION: ZONE "X"
   AREAS DETERMINED TO BE OUT SIDE 500 YEAR FLOOD PLAIN
   C.P.N. 480334 0450 C
   MAP REVISED: MAY 30, 2002
   CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).
6. DRAINAGE
   IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 0.091 CUBIC FEET (0.09 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: THE DRAINAGE FOR THIS DEVELOPMENT WILL BE SELF-CONTAINED WITH DETENTION AREA ON THE WEST SIDE OF THIS LOT
7. NO STRUCTORE 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.




LOCATION MAP
SCALE: 1"= 1000'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

BUENOS AIRES SUBDIVISION IS WITHIN HIDALGO COUNTY PRECINCT No. 1 AND IS LOCATED EASTERLY HIDALGO COUNTY, ON THE WEST SIDE OF MILE 1½ WEST ROAD, 807.50 FEET SOUTH OF MILE12 NORTH ROAD, THE ONLY NEARBY MUNICIPALITY IS THE CITY OF WESLACO (POPULATION OF 31,442 2010 CENSUS). BUENOS AIRES SUBDIVISION LIES WITHIN THE 2 MILE EXTRATERRITORIAL JURISDICTION OF CITY OF WESLACO UNDER LOCAL GOVERNMENT CODE § 212.001.

10. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
    THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
    THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
    A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE, AND MULTI-FAMILY USE.
    B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
    C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT
    D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER WAS 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. NOE SALAZAR AND MARIA E. SALAZAR.. THE OWNERS & SUBDIVIDERS OF BUENOS AIRES SUBDIVISION RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.
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 & MULTI-FAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
16. FIRE HYDRANTS INSTALLED WITHIN THE CORPORATION'S DISTRIBUTION SYSTEM ARE PROVIDED AT THE CONVENIENCE OF THE CORPORATION AND DO NOT IMPLY ANY RESPONSIBILITY ON THE PART OF THE CORPORATION TO MEET FIRE FLOW REQUIREMENTS.
17. IF THE PURCHASER(S) OF A LOT REQUIRES A COMMERCIAL LOT & SUBSEQUENTLY DETERMINE THAT A LARGER METER IS REQUIRED, THEN THE LUE WILL NEED TO BE CALCULATED AND APPROPRIATE FEES ON THE UPGRADE MUST BE PAID TO THE CORPORATION PRIOR TO THE INITIATION OF SERVICE ON SUCH LARGER METER(S). THE DEVELOPER WILL NEED TO ADVISE PURCHASERS OF THIS OBLIGATION.

REVISION NOTES

| No. | SHEET | REVISION | DATE | APPROVED |
|---|---|---|---|---|
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FILED FOR RECORD IN HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

PRINCIPAL CONTACTS:

| | NAME | ADDRESS | CITY & ZIP | PHONE |
|---|---|---|---|---|
| OWNER: | NOE SALAZAR | 113825 MILE 1½ WEST ROAD | WESLACO, TEXAS, 78596 | (956) 314-1863 |
| ENGINEER: | GUILLERMO A. ARRIAGA, P.E. | 526 N. 5TH ST. | DONNA, TX 78537 | (956) 784-0218 |
| SURVEYOR: | HOMERO L. GUTIERREZ | 2600 SAN DIEGO | MISSION, TEXAS 78572 | (956) 583-5479 |

DATE OF PREPARATION: JUNE 10, 2012


NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
526 N. 5TH STREET
DONNA, TEXAS 78537
FIRM NO. F-9050
PH. (956) 784-0218
E-MAIL:NAINENGINEERING@YAHOO.COM


STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

NOE SALAZAR AND MARIA E SALAZAR OWNERS OF THE 2.50 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED "BUENOS AIRES SUBDIVISION" HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS, PARK AND EASEMENTS SHOWN HEREIN.
WE CERTIFY THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTION TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTION TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTION PROVIDED TO THE LOTS MEET, OR WILL MEET, MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTION, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

WE ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT IS TRUE AND COMPLETE.

OWNER NOE SALAZAR
ADDRESS: 113825 MILE 1½ WEST ROAD
WESLACO, TEXAS, 78596

OWNER: MARIA E SALAZAR
ADDRESS: 113825 MILE 1½ WEST ROAD
WESLACO, TEXAS, 78596

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED NOE SALAZAR AND MARIA E. SALAZAR PROVED TO BE THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME DULY SWORN, DECLARED THAT THEIR STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2012

NOTARY PUBLIC, FOR THE STATE OF TEXAS

THIS PLAT IS HERE BY APPROVED BY THE HIDALGO & CAMERON COUNTY IRRIGATION DISTRICT No. 9
DATED THIS _____ DAY OF _____, 2012

PRESIDENT _____ DATE

ATTEST: _____
SECRETARY _____ DATE

HIDALGO COUNTY DRAINAGE DISTRICT NO.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE § 49.211 (c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1
BY: _____

I, THE UNDERSIGNED, THE MAYOR OF THE CITY OF WESLACO, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

MAYOR, CITY OF WESLACO DATE
CITY SECRETARY DATE

THIS SUBDIVISION PLAT OF BUENOS AIRES SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF WESLACO CITY OF WESLACO, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____ DAY OF _____, 2012 A.D.

CHAIRMAN, PLANNING & ZONING COMMISSION

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(A)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE BUENOS AIRES SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____ - 2012.

HIDALGO COUNTY JUDGE DATE

ATTEST: _____
HIDALGO COUNTY CLERK DATE

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL
I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF BUENOS AIRES SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARMENT ON _____

HIDALGO COUNTY RIGHT OF WAY DIRECTOR DATE

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL
I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF BUENOS AIRES SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARMENT ON _____

HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, HOMERO LUIS GUTIERREZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

HOMERO LUIS GUTIERREZ
REGISTERED PROFESSIONAL LAND SURVEYOR No. 2791
2600 SAN DIEGO
MISSION, TEXAS 78572

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, GUILLERMO A. ARRIAGA, A LICENSED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

GUILLERMO A. ARRIAGA
LICENSED PROFESSIONAL ENGINEER No. 94001
526 N. 5TH ST.
DONNA, TEXAS. 78537

GUILLERMO A ARRIAGA
94001
LICENSED
PROFESSIONAL ENGINEER

SHEET 1 OF 2

INDEX TO SHEET OF BUENOS AIRES SUBDIVISION

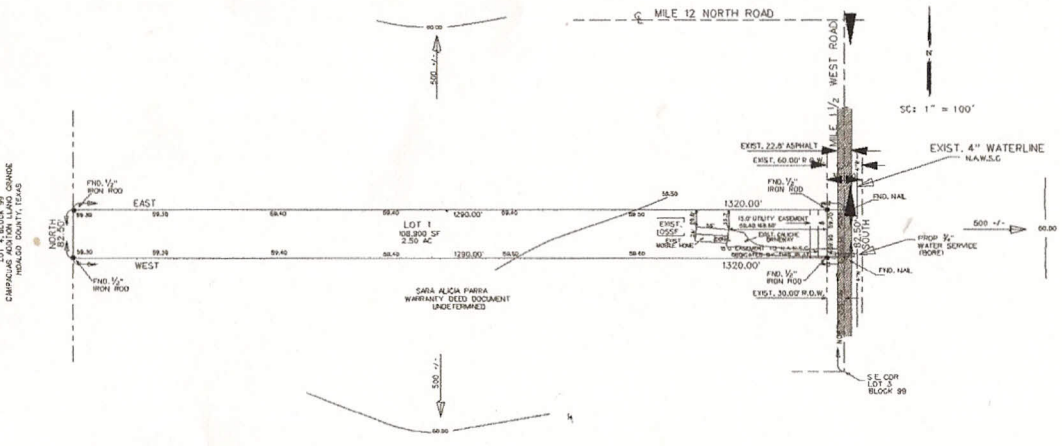

| | |
|---|---|
| SHEET 1 | HEADING: (INDEX): LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: |
| | PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS, LEGAL DESCRIPTION (METES AND BOUNDS BY SURVEYOR'S AND ENGINEER'S CERTIFICATION): PLAT NOTES AND RESTRICTIONS: OWNER'S DEDICATION: (CERTIFICATION): AND ATTESTATION): COUNTY APPROVAL |
| | CERTIFICATE: COUNTY CLERK'S RECORDING CERTIFICATE: HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL: DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED |
| | HEADING: CERTIFICATIONS: CERTIFICATE No. 9 CERTIFICATE OF APPROVAL: INSPECTION NOTES: "A.C.W.D." AND "N.A.W.S.D." |
| 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 THEN DEVELOPMENTS: MAP OF TOPOGRAPHY AND DRAINAGE: AND ENGINEER'S CERTIFICATION: REVISION NOTES: CONSTRUCTION DETAILS: |

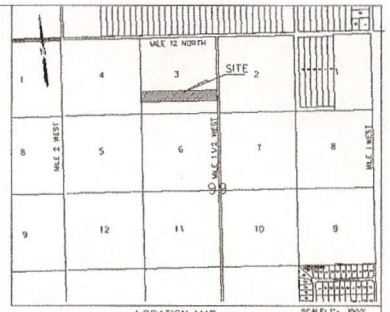
# MAP OF TOPOGRAPHY AND DRAINAGE
# MAPA DE TOPOGRAFIA Y DRENAJE

# BUENOS AIRES SUBDIVISION

A 2.50 ACRE TRACT OF LAND OUT OF LOT 3, BLOCK 99, CAMPACUAS ADDITION, LLANO GRANDE GRANT, ACCORDING TO THE MAP RECORDED IN VOLUME 1, PAGE 2, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 2306080, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

# MAP OF WATER DISTRIBUTION SYSTEM
# MAPA DE DISTRIBUCION DE AGUA




LOCATION MAP SCALE: 1" = 1000'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

BUENOS AIRES SUBDIVISION IS WITHIN HIDALGO COUNTY PRECINCT No. 1 AND IS LOCATED EASTERLY, HIDALGO COUNTY, ON THE WEST SIDE OF MILE 1½ WEST ROAD, 907.50 FEET SOUTH OF MILE 12 NORTH ROAD, THE ONLY NEARBY MUNICIPALITY IS THE CITY OF WESLACO (POPULATION OF 31,442 2010 CENSUS). BUENOS AIRES SUBDIVISION LIES WITHIN THE 2 MILE EXTRATERRITORIAL JURISDICTION OF CITY OF WESLACO UNDER LOCAL GOVERNMENT CODE § 212.001.

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:

I.- WE NOE SALAZAR AND MARIA E SALAZAR SUBDIVIDERS OF BUENOS AIRES 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 COMPLY WITH THE REGULATIONS AND THE LAWS TO THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

OWNER: NOE SALAZAR
ADDRESS: 113825 MILE 1½ WEST ROAD
WESLACO, TEXAS, 78596

OWNER: MARIA E. SALAZAR
ADDRESS: 113825 MILE 1½ WEST ROAD
WESLACO, TEXAS, 78596

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED NOE SALAZAR AND MARIA E SALAZAR PROVED TO ME THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME DULY SWORN, DECLARED THAT THEIR STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2012

NOTARY PUBLIC FOR THE STATE OF TEXAS

FINAL WATER AND SEWER ENGINEERING REPORT

WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

BUENOS AIRES SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY THE NORTH ALAMO WATER SUPPLY (N.A.W.S.C.). THE SUBDIVIDER, AND N.A.W.S.C., HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

N.A.W.S.C. HAS AN EXISTING 4 " DIAMETER WATERLINE RUNNING ALONG THE EASTRIGHT-OF-WAY OF MILE 1½ WEST ROAD

WATER DISTRIBUTION FOR BUENOS AIRES SUBDIVISION CONSIST OF A PROPOSED MORE 1 -¾" DIAMETER WATER SERVICE FOR LOT 1, SAID SERVICE TERMINATE AT THE WATER METER BOX, AND THE METER BOX HAVE ALREADY BEEN INSTALLED AT A TOTAL COST OF $1,200.00, IN ADDITION THE THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $ 1,000.00, WHICH COVERS THE COST FOR LOT 1, AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF THE WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C. UPON REQUEST BY THE LOT OWNER, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER.

THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C., AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT

SEWAGE FACILITIES: DESCRIPTION, COSTS, AND OPERABILITY DATES:

SEWAGE FACILITIES: DESCRIPTION, COSTS, AND OPERABILITY DATES:

SEWAGE FROM BUENOS AIRES 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 UNDERSIGNED PROFESSIONAL ENGINEER HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR A REPLACEMENTS DRAIN FIELD.

EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST ½ ACRE IN SIZE, THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A SANDY LOAM SOIL FOR THE AREA, AT LEAST TWO SOIL EXCAVATIONS WERE PERFORMED ON THE SITE, AT OPPOSITE ENDS OF THE SOIL IS A UNIFORM SANDY LOAM 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.

LOT 1 HAS AN EXISTING SEPTIC TANK SYSTEM IN SERVICE

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 METER, WILL COST A GRAND TOTAL OF $2,100.00

SEWAGE FACILITIES - SEPTIC SYSTEM IS EXISTING

FINAL WATER AND SEWER ENGINEERING REPORT IN SPANISH

PROVISION DE AGUA: DESCRIPCION, GASTOS Y FECHA DE INICIO

LA SUBDIVISION DE BUENOS AIRES SUBDIVISION RECIBIRA SU PROVISION DE AGUA DE NORTH ALAMO WATER SUPPLY. EL DUENO DE LA SUBDIVISION Y LA COMPANIA AGUA N.A.W.S.C. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISION RECIBIRA SU PROVISION DE AGUA POR LOS PROXIMOS 30 ANOS. N.A.W.S.C. HA PRESENTADO DOCUMENTACION PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISION.

EL SISTEMA DE PROVISION DE AGUA PARA LA SUBDIVISION DE BUENOS AIRES SUBDIVISION CONSISTE DE UN CONDUCTO DE AGUA EXISTENTE DE 4 PULGADAS DE DIAMETRO QUE PASA POR EL LADO ESTE DEL DERECHO DE VIA (RIGHT-OF-WAY) DE LA CARRETERA MILE 1½ WEST ROAD

DEL CONDUCTO DE AGUA DE 4 PULGADAS SE INSTALARA UN CONDUCTO DE ¾ PULGADA DIDIAMETRO PARA EL LOTE 1 Y EL MEDIDOR MECANICO DE AGUA A UN COSTO TOTAL DE $1,100.00

EL DUENO DE LA SUBDIVISION TAMBIEN LE HA PAGADO A N.A.W.S.C., $ 1,000.00 POR LA SUBDIVISION QUE CUBRE EL COSTO DEL MEDDOR MECANICO DE AGUA PARA CADA LOTE, ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACION DEL MEDDOR Y LOS GASTOS DE CONEXION, CUANDO EL DUENO DEL LOTE SOLICITE EL MEDIDOR DE AGUA LA COMPANIA DE N.A.W.S.C., LO INSTALARA SIN COSTO ALGUNO AL DUENO DE LA SUBDIVISION. EL SISTEMA DE AGUA ESTARA EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISION SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: DESCRIPCION, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISION:

SE INSTALARA UNA FOSA SEPTICA EN CADA LOTE, ESTA FOSA SEPTICA CONSISTE DE UN TANQUE SEPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. EL INGENIERO AUTOR DE ESTE DOCUMENTO 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 (HIDALCO 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.

YA EXISTE UN SYSTEMA SEPTICO EN EL LOTE Y ESTA ACTUALMENTE FUNCIONANDO

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 MEDDOR MECANICO DE AGUA QUE COSTARA UN TOTAL DE $ 2,100.00

DENAJE: YA EXISTE UN SYSTEMA SEPTICO EN LE LOTE 1

GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER NO. 94001
526 N. 5TH ST.
DONNA, TEXAS. 78537

STATE OF TEXAS
GUILLERMO A ARRATIA
94001
LICENSED
PROFESSIONAL ENGINEER

COST ESTIMATES:

| | |
|---|---|
| STREET PAVING: | $ 000.00 |
| WATER SUPPLY SYSTEM | $ 2,100.00 |
| SEPTIC TANK SYSTEM | $ 000.00 |
| DRAINAGE | $ 000.00 |

## DRAINAGE REPORT:

JUNE, 2012
DRAINAGE REPORT:
BY: GUILLERMO A. ARRATIA, P.E.

BUENOS AIRES SUBDIVISION
HIDALGO COUNTY, TEXAS

PROJECT LOCATION:
THE PROPERTY IS LOCATED ON THE WEST SIDE OF MILE 1½ WEST ROAD, 907.50 FEET SOUTH OF MILE 12 NORTH ROAD

FLOOD PLAIN:
THE SUBJECT TRACT LIES IN ZONE "X"
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN
IN ACCORDANCE WITH FEMA FIRM MAP NO. 480334 0450 C
MAP REVISED: MAY 30, 2002

SOIL CONDITIONS:
A REVIEW OF THE SOIL SURVEY OF HIDALGO COUNTY INDICATES THE SUBJECT TRACT LIES IN AN AREA OF PREDOMINANTLY RAYMONDVILLE SANDY CLAY LOAM SOIL THAT HAS A POOR LOW SHRINK-SWALE POTENTIAL AND IS LISTED IN HYDROLOGICAL GROUP D.

EXISTING CONDITIONS:
THE SUBJECT TRACT IS CURRENTLY DEVELOPED. THE EXISTING TERRAIN HAS A GRADE OF APPROXIMATLEY 0.1%. EXISTING RUNOFF 10.06 CFS) FROM THE SITE IS BY FORM OF SHEET FLOW RUNS TOWARDS THE WEST SIDE OF THIS TRACT.

PROPOSED CONDITIONS:
THE PROPOSED CONDITIONS FOR THIS SUBJECT TRACT CONSIST OF 1 RESIDENTIAL LOT. THE STORM SEWER RUNOFF AFTER DEVELOPMENT TO BE 1.4 CFS. HAVE CALCULATED THAT 4,001 OF OF STORM SEWER FOR A 10-YEAR DESIGN FREQUENCY AND WILL BE OBTAINED WITHIN THE PROPERTY BY EXISTING NATURAL LOW AREAS, AND THERE IS NO FUTURE IMPROVEMENTS FOR THIS LOT AT THIS TIME.

CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THIS SUBDIVISION LIES IN A

THE SUBJECT TRACT LIES IN ZONE "X"
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN
IN ACCORDANCE WITH FEMA FIRM MAP NO. 480334 0450 C
MAP REVISED: MAY 30, 2002
BASED ON GRAPHICAL REPRESENTATION ON DATE SIGN.

GUILLERMO A ARRATIA
LICENSED PROFESSIONAL ENGINEER NO. 94001
526 N. 5TH ST.
DONNA, TEXAS. 78537

STATE OF TEXAS
GUILLERMO A ARRATIA
94001
LICENSED
PROFESSIONAL ENGINEER

REVISION NOTES

| No. | SHEET | REVISION | DATE | APPROVED |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

PRINCIPAL CONTACTS:

| | NAME | ADDRESS | CITY & ZIP | PHONE |
|---|---|---|---|---|
| OWNER: | NOE SALAZAR | 113825 MILE 1½ WEST ROAD | WESLACO, TEXAS 78598 | (956) 314-1862 |
| ENGINEER: | GUILLERMO A. ARRATIA, P.E. | 526 N.5TH ST. | DONNA, TX 78537 | (956) 784-0218 |
| SURVEYOR: | HOMERO L. GUTIERREZ | 2000 SAN DIEGO | MISSION, TEXAS 78572 | (956) 581-5478 |

DATE OF PREPARATION: JUNE 10, 2012

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
FIRM NO. F-9050
526 N. 5TH STREET
DONNA, TEXAS. 78537
PH. (956) 784-0218
E-MAIL:NAINENGINEERING@YAHOO.COM

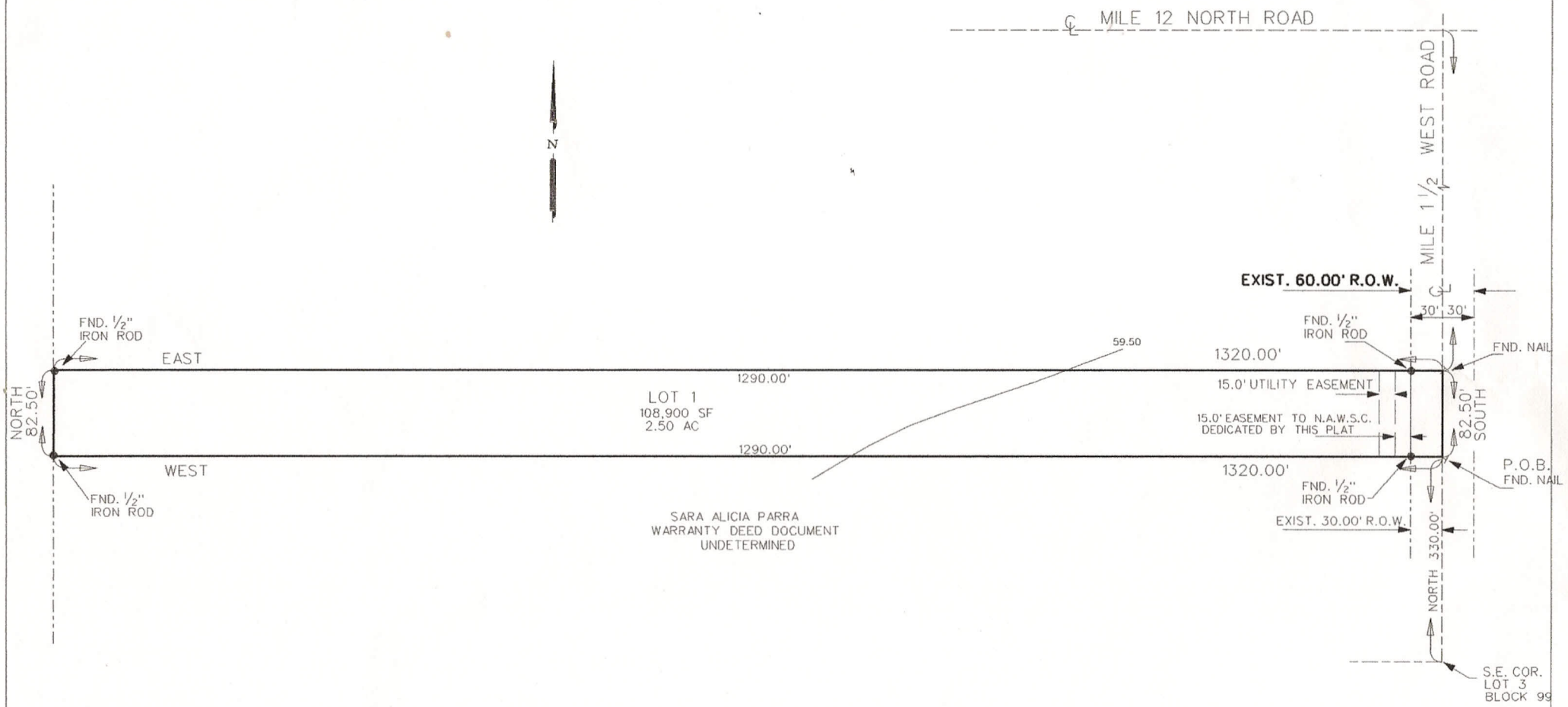
SHEET 2 OF 2

INDEX TO SHEET OF BUENOS AIRES SUBDIVISION


| | |
|---|---|
| SHEET 1 | HEADING & INDEX: LOCATION MAP AND ETJ & PRINCIPAL CONTACTS |
| | PLAT WITH LOTS, STREET AND EASEMENT DESCRIPTIONS, LEGAL DESCRIPTION, LIMITS AND BOUNDARY, SURVEYOR'S AND ENGINEER'S CERTIFICATIONS, PLAT NOTES AND RESTRICTIONS, OWNER'S DEDICATION, CERTIFICATIONS AND ATTESTATION, COUNTY APPROVAL CERTIFICATES, COUNTY CLERK'S RECORDING CERTIFICATES, 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 IN, C.C.N.G. CERTIFICATION, etc. (i.e. NO. 9 CERTIFICATE OF APPROVAL, REVISION NOTES, W.C.I.D., AND W.C.R.I.D.'S. |
| SHEET 2 | WATER DISTRIBUTION AND ONSITE SEWAGE FACILITY, ENGINEERING REPORT (ENGLISH AND SPANISH VERSIONS), INCLUDING DESCRIPTION OF WATER AND WASTE WATER, AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSIONS) |
| | TYPICAL WATER SERVICE CONNECTION, OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION |
| | DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION |
| | REVISION NOTES, CONSTRUCTION DETAILS. |

# BUENOS AIRES SUBDIVISION

A 2.50 ACRE TRACT OF LAND OUT OF LOT 3, BLOCK 99, CAMPACUAS ADDITION, LLANO GRANDE GRANT, ACCORDING TO THE MAP RECORDED IN VOLUME 1, PAGE 2, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 2306080, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.



# 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:** 07-02-2013

PROPOSED **LE VENDICION RANCH** SUBDIVISION, PRECINCT No. **4** .

ENGINEER: **MELDEN & HUNT, INC.** DEVELOPER: **MICHAEL BALDWIN**

☐ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☒ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **3** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **South side of Ingle Rd. approximately 300 feet East of Cesar Chavez Rd.**

SUBDIVISION LIES WITHIN THE: ☒ *The rural area of the County.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **11-02-2011** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **Drainage detention will be achieved by on-site detention.**

DISTANCE TO A DRAIN DITCH: **Approximately 1.3 miles South of the subdivision development.**

ROAD R.O.W. DEDICATION: **10 feet on Ingle Road**

H.C.R.O.W. FINAL APPROVAL DATE: **05-31-2013** : By, **Jesse Ozuna** R.O.W. AGENT

SEWER SYSTEM:
☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Jose Angel Gonzalez.**
☒ TWO(2) OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: **04-04-2013**
☒ ONE (1) OSSF HAS BEEN ESCROWED WITH HIDALGO COUNTY.

WATER SERVICE PROVIDER: **N.A.W.S.C.** LINE SIZE: **6"** LOCATION: **Ingle Road**

H.C.O.E.C. FINAL APPROVAL DATE: **05-31-2012** : By **Martin Ramirez**

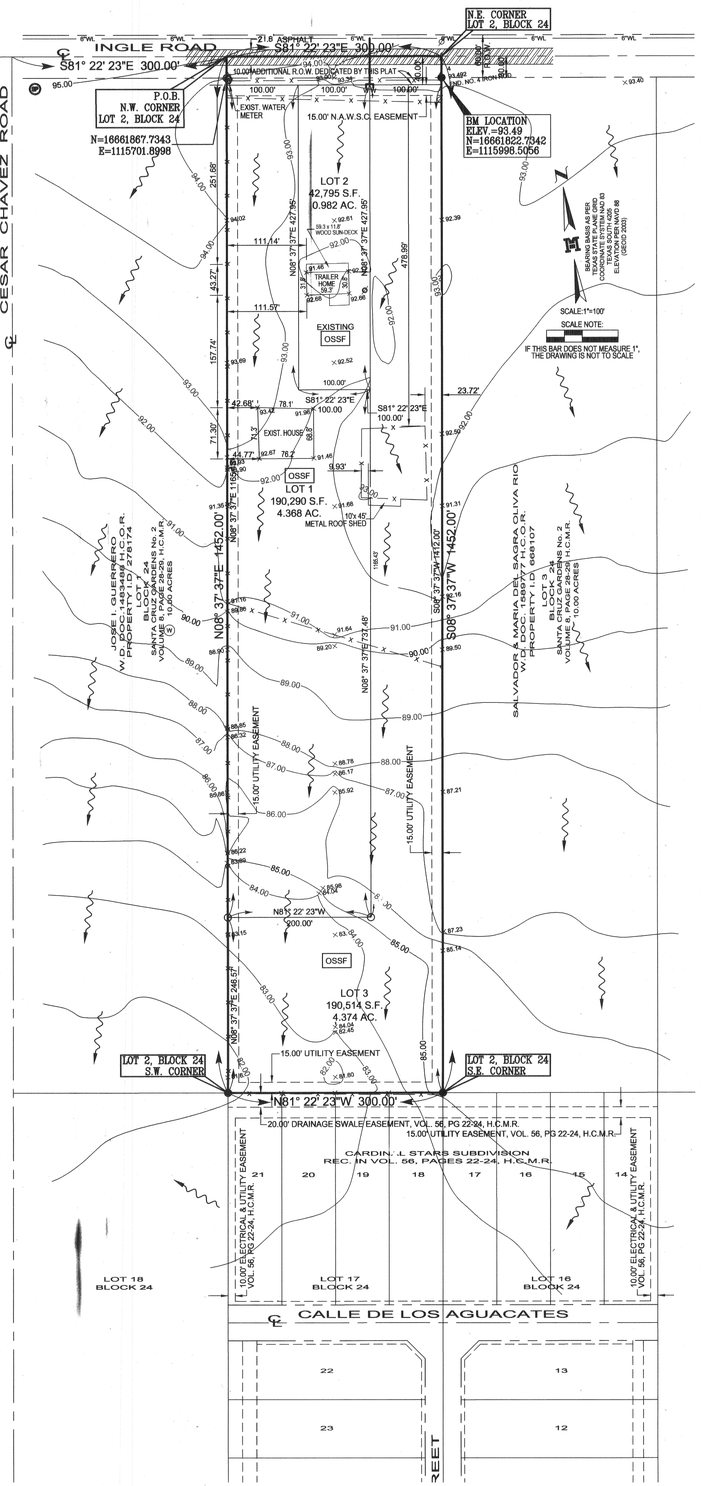
☒ Proposed project was reviewed before Preliminary approval and it was determined that less than one acre of soil disturbance would take place during construction and it was not part of a larger common plan of development coverage under TPDES General Permit for Construction Activities (TXR150000) was not required.

REQUEST FOR FINAL APPROVAL WITH:
☒ **Cash Deposit:** *Amount:$**1,500.00*** *For:* ☒*OSSF(S)*____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS
☐**A Letter of Credit** *Financial Institution:* _____ *L.O.C No.* _____
*Amount For:* ☐*OSSF $*_____ ☐PAVING $_____ ☐Street Testing $_____

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: ***March 06, 2012***

STAFF RECOMMENDS:
☐ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **Mission** .
☐ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments*
☐ **Final Approval** *subject to recommendations other departments*
☒ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*




# PLAT OF LE VENDICION RANCH SUBDIVISION

BEING A RESUBDIVISION OF 10.000 ACRES BEING ALL OF LOT 2, BLOCK 24 SANTA CRUZ GARDENS No. 2 AS RECORDED IN VOLUME 8, PAGES 28–29, HIDALGO COUNTY MAP RECORDS, HIDALGO COUNTY, TEXAS

SUBDIVIDER CERTIFICATION

1. BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS AND OR WATER WELLS FOR EACH LOT(S) MEET SUCH STANDARDS, AND (b) SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1. WE, MICHAEL J. BALDWIN AND MARIA A BALDWIN SUBDIVIDER(S) OF LE VENDICION RANCH SUBDIVISION HEREBY CERTIFY THAT SEPTIC TANK PERMITS HAVE BEEN PAID AND COPIES OF RECEIPTS ARE ON FILE WITH THE HIDALGO COUI.TY. AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY ENABLE EACH PERSON PURCHASING A LOT TO HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

OWNER(S)

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED MICHAEL J. BALDWIN AND MARIA A BALDWIN AND PROVED TO ME THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVERS LICENSE TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREBY EXPRESSED.

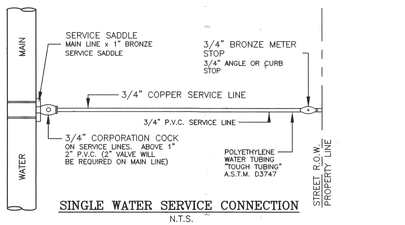
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 18 DAY OF April, 2013.

NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES: 8-24-2013

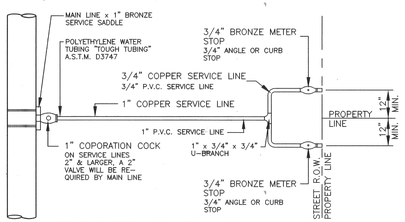
CELESTINE STEWART
NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires
AUGUST 24, 2013

COST ESTIMATES:

| | |
|---|---|
| PAVING IMPROVEMENTS : | $ 0.00 |
| DRAINAGE IMPROVEMENTS : | $ 0.00 |
| WATER DISTRIBUTION : | $ 950.00 |
| O.S.S.F : | $ 2,800.00 |
| TOTAL : | $ 3,750.00 |




SINGLE WATER SERVICE CONNECTION
N.T.S.




DUAL WATER SERVICE CONNECTION
N.T.S.

| REVISION NOTES | | | SHEET 2 OF 2 | |
|---|---|---|---|---|
| NO. | SHEET | REVISION | DATE | APPROVED |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

DRAWN BY: JORGE G. de ZENEA — DATE: 02-17-2012
SURVEY, CHECKED BY: — DATE:
FINAL CHECK: — DATE:


MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE, EDINBURG, TX 78541, PH: (956) 381-0981, FAX: (956) 381-1839, ESTABLISHED 1947
227 N. F.M. 3167, RIO GRANDE CITY, TX 78582, PH: (956) 487-8256, FAX: (956) 488-8591
www.meldenandhunt.com
TBPE FIRM # F-1435


ENGINEERING REPORT FOR LE VENDICION RANCH SUBDIVISION
BY: FRED L. KURTH, P.E. # 54151
WATER SUPPLY: DESCRIPTION, COSTS, AND OPERABILITY DATE

LE VENDICION RANCH SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). THE SUBDIVIDER AND N.A.W.S.C. HAVE MADE A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS. N.A.W.S.C. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

AN EXISTING 6-INCH WATERLINE RUNS ALONG THE NORTH SIDE OF INGLE ROAD. THE SUBDIVIDER BORED ACROSS INGLE ROAD AND TAPPED A DUAL SERVICE CONNECTION TO THE PREVIOUSLY MENTIONED 6-INCH LINE TO SERVICE LOTS 2 AND 3. AN EXISTING WATER METER LOCATED AT THE NORTHWEST CORNER OF LOT 1 SERVICES SAID LOT.

THE PROPOSED 2-INCH DUAL (ADJACENT) SERVICE LINES THAT SERVICE LOTS 2 AND 3 SPLIT INTO 3/4" SERVICES AFTER CONNECTING INTO THE METER BOX. THE SUBDIVIDER HAS PAID A TOTAL OF $ 950.00 FOR THE AFOREMENTIONED WATER DISTRIBUTION SYSTEM. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $1,600.00 WHICH REPRESENT THE $800.00 CHARGED PER LOT (2), AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT. SAID AMOUNT COVERS WATER METER, METER BOXES, WATER SUPPLY FEE AND ALL OTHER FEES ASSOCIATED WITH WATER SUPPLY. UPON REQUEST BY THE LOT OWNER OF A LOT, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND WILL BE OPERABLE AS OF THE DATE OF RECORDING OF THIS PLAT. THIS SUBDIVISION DOES NOT HAVE FIRE HYDRANTS.

ENGINEERING REPORT FOR LE VENDICION RANCH SUBDIVISION
BY FRED L. KURTH, P.E. # 54151
SEWAGE FACILITIES: DESCRIPTION, COSTS, AND OPERABILITY DATE

THE SEWAGE FROM LE VENDICION RANCH SUBDIVISION WILL BE TREATED BY INDIVIDUAL ON SITE SEWAGE FACILITIES (OSSF). OSSF WILL CONSIST OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND DRAIN FIELD ON EACH LOT. THE UNDERSIGNED PROFESSIONAL ENGINEER HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR A REPLACEMENT DRAIN FIELD.

EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A LOAMY FINE SAND AND FINE SANDY LOAM FOR THE AREA. AT LEAST TWO SOIL EXCAVATIONS WERE PERFORMED ON THE SITE AT OPPOSITE ENDS OF THE PROPOSED DISPOSAL AREA. (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMIT AREA). THE SOIL (CLASS II) ISA UNIFORM LOAMY FINE SAND AND FINE SANDY LOAM EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUND WATER OR A RESTRICTIVE LAYER WITHIN 24" OF THE BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

**THE ESTIMATED COST TO INSTALL A SEPTIC SYSTEM ON AN LOT 3 IS $1,500.00, INCLUDING THE COSTS FOR THE REQUIRED PERMIT AND LICENSE. NO OSSF'S HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL. WITH THE FILING OF THIS FINAL PLAT, THE SUBDIVIDER IS PROVIDING ADEQUATE FINANCIAL GUARANTEES OF PERFORMANCE IN THE FORM OF A (CASHIERS CHECK OR PERSONAL CHECK) REPRESENTING A "CASH DEPOSIT" TO BE HELD BY THE COUNTY OF HIDALGO IN ESCROW IN THE AMOUNT OF $1,500.00, WHICH IS THE ESTIMATED TOTAL COST TO INSTALL A SEPTIC TANK SYSTEM ON LOT 3. THE SUBDIVIDER WILL INCLUDE THE COST OF A SEPTIC TANK SYSTEM IN THE SALE PRICE OF THE LOT.**

**AT ANY TIME AFTER THE LOT IS SOLD, THE PURCHASER MAY INITIATE INSTALLATION OF AN OSSF SYSTEM BY WRITING OR CALLING THE SUBDIVIDER. SUBDIVIDER SHALL BE RESPONSIBLE TO FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AN APPLICATION FOR A PERMIT TO INSTALL AN OSSF. THE OSSF SYSTEM SHALL BE INSTALLED ON THE LOT PRIOR TO THE COUNTY ISSUING A FINAL LIGHT AND WATER CLEARANCE.**

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SANITARY SEWER SERVICE FACILITIES HEREIN DESCRIBED ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE ESTIMATED COSTS TO INSTALL UNCONSTRUCTED WATER AND 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 $2,550.00WHICH EQUALS TO $1,275.00 PER LOT.

OSSF FACILITIES - OSSF FACILITIES ARE ESTIMATED TO COST $ 1,500.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $ 2,800.00 FOR THE ENTIRE SUBDIVISION.

STATE OF TEXAS · FRED L. KURTH · 54151 · LICENSED PROFESSIONAL ENGINEER

FRED L. KURTH, RPE # 54151 — DATE: 5-30-13

LE VENDICION RANCH SUBDIVISION
DRAINAGE STATEMENT
JOB NO. 11108 DATE: OCTOBER 19, 2011
REVISED OCTOBER 31, 2011

LE VENDICION RANCH SUBDIVISION IS A PROPOSED 3-LOT RESIDENTIAL SUBDIVISION, BEING A 10.00-ACRE TRACT OF LAND OUT OF ALL OF LOT 2, BLOCK 24, SANTA CRUZ GARDENS NO. 2, RECORDED IN VOLUME 8, PAGES 28-29, HIDALGO COUNTY MAP RECORDS, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED APPROXIMATELY 300 FEET EAST OF CESAR CHAVES ROAD, ON THE SOUTH SIDE OF INGLE ROAD. SAID PROPERTY IS MOSTLY OPEN LAND, WITH THE EXCEPTION OF AN EXISTING HOUSE AND A TRAILER HOME. THE PROPOSED FUTURE USE FOR THIS SUBDIVISION IS RESIDENTIAL. THIS SUBDIVISION IS IN ZONE "X" (NO SHADING) ON FEMA'S FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 480334 0325 D, MAP REVISED JUNE 6, 2000 REVISED TO REFLECT LETTER OF MAP REVISION (LOMR) DATED MAY 21, 2001. ZONE "X" (NO SHADING) IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN. THIS SUBDIVISION DOES NOT FALL WITHIN ANY CITY'S E.T.J.

THE SOILS ARE LOAMY FINE SAND AND FINE SANDY LOAM, WHICH ARE IN HYDROLOGIC GROUPS "A" AND "B", RESPECTIVELY. THESE SOILS HAVE A MODERATE PERVIOUSNESS, AND A RELATIVELY LOW PLASTICITY INDEX. (SEE EXCERPTS FROM "SOIL SURVEY OF HIDALGO COUNTY, TEXAS").

EXISTING RUNOFF IS BY SURFACE FLOW IN A SOUTHERLY DIRECTION, AND IS OF 2.61 C.F.S. DURING THE 10-YEAR STORM FREQUENCY AS PER ATTACHED CALCULATIONS.

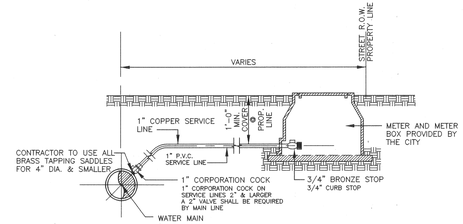
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT POLICIES, THE PEAK POST CONSTRUCTION RATE OF RUNOFF WILL NOT BE INCREASED DURING THE 10-YEAR RAINFALL EVENT DUE TO THE IMPROVEMENTS IN THIS SUBDIVISION. THEREFORE, AS PER ATTACHED CALCULATIONS, 10,674 CUBIC FEET OF DETENTION (0.245 AC-FT.) WILL BE PROVIDED AS PER THE HIDALGO COUNTY APPROVED GRADING PLAN.

THE PROPOSED DRAINAGE FOR LA BENDICION RANCH SUBDIVISION SHALL CONSIST OF ON-SITE RETENTION. DUE TO THE SIZE OF EACH LOT, BEING THE SMALLEST 1.005 ACRES, DETENTION WILL BE HELD WITHIN THE DEPRESSED GREEN AREAS OF EACH LOT.

BY MY SIGNATURE BELOW, I CERTIFY THAT THIS SUBDIVISION IS IN ZONE "X" (NO SHADING). ZONE "X" IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN.

STATE OF TEXAS · FRED L. KURTH · 54151 · LICENSED PROFESSIONAL ENGINEER

FRED L. KURTH, P.E. #54151 — 5-30-13




TYPICAL SERVICE CONNECTION

GENERAL NOTES :

1. DRAWINGS INDICATE COPPER SERVICE LINES.
2. FOR P.V.C. SERVICE LINES REFER TO SMALLER TYPE NOTES.
3. ALL COMPRESSION OR PACK TYPE FITTINGS & JOINTS REQUIRE STAINLESS STEEL INSERTS OF REQUIRED SIZE.
4. WATER SERVICE CONNECTIONS CROSSING A STREET SHALL BE ENCASED IN A 2" P.V.C. SHC40 CASING. LENGTH OF CASING SHALL BE WIDTH OF STREET PLUS 10.0 FEET.

TYPICAL WATER SERVICE CONNECTIONS
N.T.S.

REPORTE DE INGENIERIA PARA LE VENDICION RANCH SUBDIVISION
POR: FRED L. KURTH, P.E. # 54151
ABASTECIMIENTO DE AGUA: DESCRIPCION, COSTOS, Y FECHA DE OPERABILIDAD

LE VENDICION RANCH SUBDIVISION SERA ABASTECIDA CON AGUA POTABLE POR PARTE DE NORTH ALAMO WATER SUPPLY SUPPLY CORPORATION (N.A.W.S.C.). EL QUE SUBDIVIDE Y N.A.W.S.C. HAN HECHO UN CONTRATO EN CUAL N.A.W.S.C. HA PROMETIDO PROPORCIONAR CON SERVICIO DE AGUA SUFICIENTE POR LO MENOS DURANTE 30 AÑOS PARA ESTA SUBDIVISION . N.A.W.S.C. HA PROPORCIONADO LA DOCUMENTACION PARA ESTABLECESR SUFICIENTEMENTE LA CANTIDAD Y LA CALIDAD A LARGO PLAZO DE LOS SUMINISTROS DISPONIBLES DE AGUA PARA SERVIR EL COMPLETO DESARROLLO DE ESTA SUBDIVISION.

UNA LINEA EXISTENTE DE 6 PULGADAS CORRE A LO LARGO DEL LADO SUR DE INGLE ROAD. EL QUE SUBDIVIDE TALADRC & CONECTARA UN SERVICIO DOBLE A LA ANTES MENCIONADA LINEA DE 6 PULGADAS PARA PROVEER CON AGUA A LOS LOTES 2 Y 3. UN MEDIDOR YA EXISTENTE LOCALIZADO EN LA ESQUINA NOROESTE DEL LOTE 1 DARA SERVCIO A DICHO LOTE.

EL SERVICIO PROPUESTO DE 2 PULGADAS DE DIAMETRO (ADYACENTE) QUE DA SERVICIO A LOS LOTES 2 Y 3 SE DIVIDE EN LINEAS DE 3/4 DE PULGADA DESPUES DE CONECTARSE AL MEDIDOR. EL QUE SUBDIVIDE HA PAGADO LA SUMA DE $ 950.00 POR EL REFERIDO SISTEMA DE DISTRIBUCION DE AGUA. ADEMAS, LA PERSONA QUE SUBDIVIDE HA PAGADO A N.A.W.S.C. LA SUMA DE $1,600.00QUE REPRESENTAN LOS $ 800.00 POR LOTE (2) QUE CUBREN LOS MEDIDORES, CAJAS, CUOTA DE ABASTECIMIENTO DEL AGUA Y OTRAS CUOTAS ASOCIADAS DE ACUERDO A LO ESTABLECIDO EN EL CONTRATO DE SERVICIO A TREINTA AÑOS. DE ACUERDO AL PEDIDO DE MEDIDORES POR PARTE DE LOS DUEÑOS DE CADA UNO DE LOS LOTES, N.A.W.S.C. INSTALARA PRONTAMENTE Y SIN CARGO ALGUNO EL MEDIDOR RESPECTIVO. TODO EL SISTEMA DE DISTRIBUCION DEL AGUA HA SIDO APROBADO Y ACEPTADO POR N.A.W.S.C. Y ESTARA OPERABLE AL TIEMPO DE LA FECHA DE GRABACION DE LOS PLANOS DE ESTA SUBDIVISION. ESTA SUBDIVISION NO CUENTA CON HIDRANTES DE AGUA CONTRA INCENDIOS.

REPORTE DE INGENIERIA DE LE VENDICION RANCH SUBDIVISION
POR FRED L. KURTH, P.E. # 54151
SERVICIO DE DRENAJE SANITARIO, DESCRIPCION, COSTOS Y FECHA DE OPERABILIDAD.

EL DRENAJE SANITARIO PARA LE VENDICION PARK SUBDIVISION SE TRATA DE MANERA INDIVIDUAL EN CADA UNO DE LOS LOTES POR MEDIO DE TANQUES SEPTICOS (OSSF EN INGLES). EL OSSF CONSISTE DE UN TANQUE SEPTICO DE DISEÑO STANDARD DE DOBLE COMPARTIMIENTO Y UNA AREA DE DRENADO PARA CADA LOTE. EL INGENIERO, CUYA FIRMA APARECE ABAJO, HA EVALUADO QUE LA LOCALIZACION DE ESTA SUBDIVISION SEA ADECUADA PARA INSTALAR LOS OSSF, Y HA PRESENTADO UN REPORTE EN EL CUAL SE CONCLUYE QUE EL LUGAR ES ADECUADO PARA OSSF. EL REPORTE FUE REVISADO Y APROVADO POR PARTE DEL DEPARTAMPNTO DE SALUD DEL CONDADO DE HIDALGO. CADA LOTE CUENTA CON EL AREA ADECUADA PARA REEMPLAZAR UNA AREA DE DRENADO.

CADA LOTE DE ESTA SUBDIVISION CUENTA AL MENOS CON 1/2 ACRE DE TAMAÑO. EL LIBRO DE LOS TIPOS DE SUELO DEL SERVICIO DE CONSERVACION DE LOS RECURSOS NATURALES INDICA QUE ESTA SUBDIVISION CUENTA CON SUELOS (CLASE II) DE TIPO TIERRA/ARENA FINA Y TIERRA ARENOSA FINA. AL MENOS DOS EXCAVACIONES FUERON HECHAS EN ESTE SITIO EN LADOS OPUESTOS DEL AREA PROPUESTA PARA EL OSSF (EXCAVACIONES ADICIONALES FUERON INNECESARIAS DEBIDO A QUE EL TIPO DE SUELO ES BASTANTE UNIFORME DENTRO DE LOS LIMITES DEL AREA). EL TIPO DE SUELO ES UNIFORMEMENTE TIERRA/ARENA FINA Y TIERRA FINA ARENOSA, EXTENDIENDOSE HASTA 36" POR DEBAJO DEL FONDO DE CUALQUIER EXCAVACION. NO HAY NINGUNA INDICACION DE AGUA SUBTERRANEA O DE UNA CAPA RESTRICTIVA DENTRO DE 24" DEBAJO DEL FONDO DE CADA EXCAVACION. ESTA SUBDIVISION CUENTA CON BUEN DRENAJE.

**EL COSTO TOTAL PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR SON $1,500.00 DÓLARES, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS NINGUNA FOSA SÉPTICA HA SIDO INSTALADA EN EL PROCESO DE LA APROBACIÓN FINAL JUNTO CON EL PLANO ORIGINAL, EL DUEÑO SOMETERÁ UNA CARTA DE CRÉDITO EN LA FORMA DE UN (CHEQUE DE BANCO O CHEQUE PERSONAL) REPRESENTANDO UN DEPOSITO DE DINERO EN EFECTIVO QUE EL CONDADO DE HIDALGO GUARDARA COMO DEPOSITO DE FIDEICOMISO A UN TOTAL DE 1,500.00 EL COSTO ESTIMADO PARA LA INSTALACIÓN DE LAS FOSA SÉPTICA EN LOTE 3. EL DUEÑO DE LA SUBDIVISIÓN INCLUIRÁ EL COSTO DE UN SISTEMA DE FOSAS SÉPTICAS EN LA VENTA DEL SOLAR.**

**EN CUALQUIER MOMENTO DESPUÉS DE QUE EL TERRENO SEA VENDIDO, EL COMPRADOR PUEDE INICIA LA INSTALACIÓN DE UN SISTEMA SÉPTICO ESCRIBIENDO O LLAMANDO AL DUEÑO DE LA SUBDIVISIÓN Y ENTONCES ARCHIVANDO EN EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO UNA APLICACIÓN PARA UN PERMISO DE CONSTRUIR PARA UN SISTEMA SÉPTICA. LAS FOSAS SÉPTICAS DEBEN DE ESTAR INSTALADAS ANTES QUE EL CONDADO DE HIDALGO PUEDA APROBAR LA AUTORIZACIÓN DE LUZ Y AGUA.**

CERTIFICACION:

POR MEDIO DE MI FIRMA ABAJO ADJUNTA, YO CERTIFICO QUE TANTO EL AGUA Y EL SISTEMA DE DRENAJE SOANITARIO DESCRITOS ANTES, ESTAN EN CONFORMIDAD CON LAS REGLAS MODELO ADOPTADAS BAJO LA SECCION 16.343, DEL CODIGO DEL AGUA. CERTIFICO QUE LOS COSTOS ESTIMADOS PARA INSTALAR LOS SISTEMAS DE AGI'A Y DRENAJE SANITARIO SON DE LA SIGUIENTE FORMA:

SISTEMA DEL AGUA - EL SISTEMA COMPLETAMENTE CONSTRUIDO, CON LA INSTALACION DE MEDIDORES, COSTARAN UN TOTAL DE $2,550.00QUE EQUIVALE A $1,275.00 POR LOTE.

SISTEMA DE DRENAJE SANITARIO - EL SISTEMA ESTIMA TENER UN COSTO DE $ 1,500.00 POR LOTE (TODO INCLUIDO), PARA UN TOTAL DE $2,800.00 POR TODA LA SUBDIVISION.

STATE OF TEXAS · FRED L. KURTH · 54151 · LICENSED PROFESSIONAL ENGINEER

FRED L. KURTH, RPE # 54151 — FECHA: 5-30-13

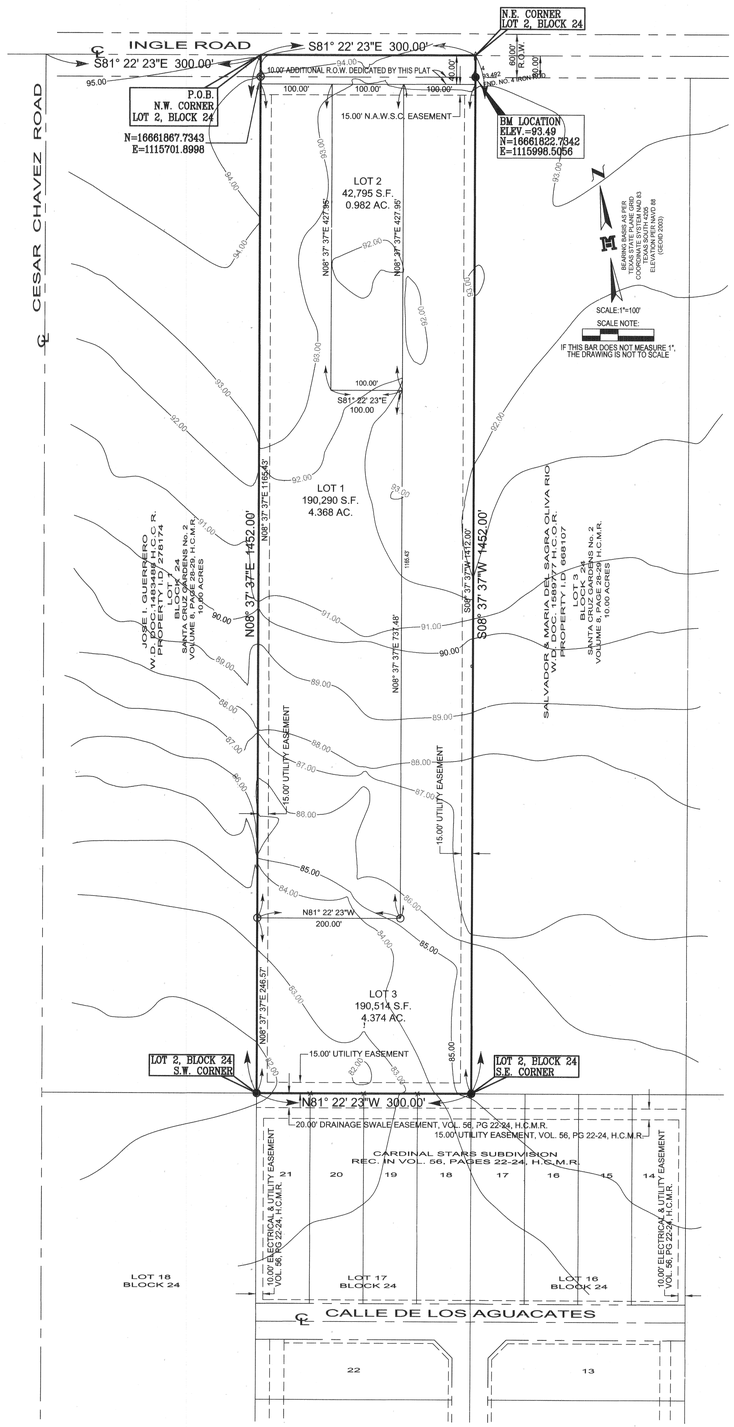
## LEGEND

- SET No. 4 REBAR WITH CAP STAMPED "MELDEN AND HUNT INC."
- FOUND No. 4 REBAR
- DUAL WATER SERVICE (PROPOSED)
- SINGLE WATER SERVICE (PROPOSED)
- OSSF — OSSF (PROPOSED) -EXISTING OSSF IN LOT 2-
- EXISTING POWER POLE
- EXISTING IRRIGATION STAND PIPE
- EXISTING WATER METER
- — x — x — x — EXISTING CHAIN LINK FENCE

## LEYENDA

- VARILLA DEL No. 4 (PUESTA) CON TAPA MARCADA CON: "MELDEN AND HUNT INC."
- VARILLA DEL No. 4 (ENCONTRADA)
- SERVICIO DOBLE DE AGUA (PROPUESTO)
- SERVICIO INDIVIDUAL DE AGUA (PROPUESTO)
- OSSF — TANQUE SEPTICO -OSSF- (PROPUESTO) -UN OSSF EXISTENTE SE ENCUENTRA EN EL LOTE 2-
- POSTE DE SERV. DE ELECTRICIDAD (EXISTENTE)
- TUBERIA DE IRRIGACION (EXISTENTE)
- MEDIDOR DE AGUA (EXISTENTE)
- — x — x — x — CERCA DE MALLA CICLONICA (EXISTENTE)

# PLAT OF
# LE VENDICION RANCH SUBDIVISION
## BEING A RESUBDIVISION OF 10.000 ACRES BEING ALL OF LOT 2, BLOCK 24 SANTA CRUZ GARDENS No. 2 AS RECORDED IN VOLUME 8, PAGES 28–29, HIDALGO COUNTY MAP RECORDS, HIDALGO COUNTY, TEXAS




METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 10.000 ACRES SITUATED IN THE HIDALGO COUNTY, TEXAS, BEING ALL OF LOT 2, BLOCK 24, SANTA CRUZ GARDENS No. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 8, PAGES 28-29, HIDALGO COUNTY MAP RECORDS, SAID 10.000 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2, BLOCK 24, FOR THE NORTHWEST CORNER AND THE POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT, AND LOCATED WITHIN THE RIGHT-OF-WAY OF INGLE ROAD, SAID CORNER BEARS S 81° 22' 23" E A DISTANCE OF 300.00 FEET FROM THE CENTERLINE OF CESAR CHAVEZ ROAD;

1. THENCE S 81° 22' 23" E, ALONG THE NORTH LINE OF SAID LOT 2, BLOCK 24 AND WITHIN THE RIGHT-OF-WAY OF SAID INGLE ROAD, A DISTANCE OF 300.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 2, BLOCK 24, FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

2. THENCE S 08° 37' 37" W, ALONG THE EAST LINE OF SAID LOT 2, BLOCK 24, AT A DISTANCE OF 30.00 FEET PASS A No. 4 REBAR, WITH A NORTHING OF 16661822.7342 AND AN EASTING OF 1115998.5056, FOUND ON THE EXISTING SOUTH RIGHT-OF-WAY LINE OF SAID INGLE ROAD, CONTINUING A TOTAL DISTANCE OF 1452.00 FEET TO A No. 4 REBAR FOUND AT THE SOUTHEAST CORNER OF SAID LOT 2, BLOCK 24, FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

3. THENCE N 81° 22' 23" W, ALONG THE SOUTH LINE OF SAID LOT 2, BLOCK 24, A DISTANCE OF 300.00 TO A No. 4 REBAR FOUND AT THE SOUTHWEST CORNER OF SAID LOT 2, BLOCK 24, FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

4. THENCE N 08° 37' 37" E, ALONG THE WEST LINE OF SAID LOT 2, BLOCK 24 AT A DISTANCE OF 1422.00 FEET PASS A No. 4 REBAR, WITH A NORTHING OF 16661867.7343 AND AN EASTING OF 1115701.8998, SET ON THE EXISTING SOUTH RIGHT-OF-WAY LINE OF SAID INGLE ROAD, CONTINUING A TOTAL DISTANCE OF 1452.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 10.000 ACRES OF LAND, OF WHICH 0.207 OF ONE ACRE LIES WITHIN THE EXISTING RIGHT-OF-WAY OF INGLE ROAD, LEAVING A NET OF 9.793 ACRES OF LAND, MORE OR LESS.

GENERAL PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
ZONE "X" (NO SHADING)
ZONE "X" IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD-PLAIN.
PANEL No. 480334 0325 D MAP REVISED: JUNE 6, 2000, REVISED TO REFLECT L.O.M.R. 5/17/2001.

2. SETBACKS:
FRONT: 40.00 FEET
REAR: 15.00 FEET OR GREATER FOR EASEMENT
SIDE: 6.00 FEET OR EASEMENT WHICHEVER IS GREATER.

3. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4. MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTERLINE OF THE STREET, OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISHED FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5. BENCHMARK NOTE:
THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
BENCHMARK: No. 4 REBAR FOUND ON THE SOUTH RIGHT-OF-WAY LINE OF INGLE ROAD AT THE NORTHEAST CORNER OF THIS SUBDIVISION.
ELEVATION= 93.49. N= 16661822.7342. E= 1115998.5056. NAD 83 TEXAS SOUTH 4205.

6. DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPER WILL BE REQUIRED TO DETAIN A TOTAL OF 10,674 CUBIC FEET (0.245 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: LA BENDICION RANCH SUBDIVISION SHALL CONSIST OF ON-SITE RETENTION. DUE TO THE SIZE OF EACH LOT, BEING THE SMALLEST 1.005 ACRES, DETENTION WILL BE HELD WITHIN THE DEPRESSED GREEN AREAS OF EACH LOT.

7. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL UTILIZED ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH T.C.E.Q. AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON EACH LOT.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAIN FIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING THE LOT.

8. A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITHIN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING ITEMS:
1. ANCHORING OF SEPTIC TANK(S)
2. BACK FLOW VALVES
3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL.

9. THERE ARE NO VISIBLE WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.

10. MICHAEL J. BALDWIN & MARIA A BALDWIN, THE OWNERS & SUBDIVIDERS OF LE VENDICION RANCH SUBDIVISION RETAIN AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF.

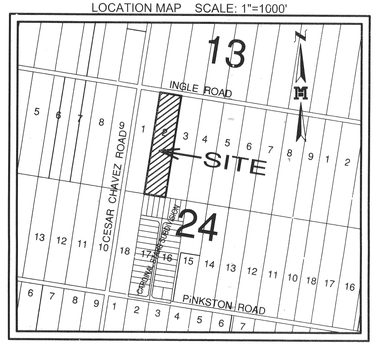
11. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

12. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

13. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

14. THIS TRACT OF LAND IS SUBJECT TO BLANKET EASEMENT TO A.E.P. TEXAS CENTRAL COMPANY, DOCUMENT No. 1349925, H.C.O.R.

LOCATION MAP SCALE: 1"=1000'




LEGEND

- ○ SET No. 4 REBAR WITH CAP STAMPED "MELDEN AND HUNT INC."
- ● FOUND No. 4 REBAR

RIGHT OF WAY EASEMENT

KNOWN ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND LAY AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE FOR WHICH THE ABOVE-MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED.

IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND DESCRIBED ABOVE FOR THE PURPOSE OF LATERALLY RELOCATING SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED.

THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE A COVENANT RUNNING WITH THE LAND FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT SHE IS THE OWNER OF THE ABOVE DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS, EXCEPT THE FOLLOWING:

THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF THE TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF, THE SAID GRANTOR HAS EXECUTED THIS INSTRUMENT THE 18 DAY OF April, 20 13

(GRANTOR'S SIGNATURE)

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED MICHAEL J. & MARIA A. BALDWIN KNOWN TO ME TO BE THE PERSON(S) WHOSE NAME(S) (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT (THEY) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 18 DAY OF April, 20 13.

NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES: 8-24-2013

CELESTINE STEWART Notary Public, State of Texas My Commission Expires August 24, 2013

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028 (A)

WE, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF LE VENDICION RANCH SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON:

HIDALGO COUNTY JUDGE — DATE

ATTEST:

HIDALGO COUNTY CLERK — DATE

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

LE VENDICION RANCH SUBDIVISION IS LOCATED IN THE CENTRAL PART OF HIDALGO COUNTY, APPROXIMATELY 300 FEET EAST OF CESAR CHAVEZ ROAD, ON THE SOUTH SIDE OF INGLE ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY EDINBURG (POPULATION 77,100). LA BENDICION RANCH SUBDIVISION DOES NOT LIE WITHIN THE EDINBURG'S 2-MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001 AND 42.021.
THIS SUBDIVISION FALLS WITHIN PRECINCT 4.

INDEX TO SHEET OF LE VENDICION RANCH SUBDIVISION

SHEET 1: HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP; LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION CERTIFICATION; ATTESTATION; ENGINEERING & SURVEYOR'S CERTIFICATION; COUNTY CLERKS RECORDING CERTIFICATE, REVISION NOTES, SANTA CRUZ IRRIGATION DISTRICT No. 15, H.C.D.D. No. 1., HIDALGO COUNTY-RIGHT-OF-WAY DEPARTMENT CERTIFICATE, HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE; N.A.W.S.C. CERTIFICATION.

SHEET 2: ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER / OSSF AND ENGINEERS CERTIFICATION (ENGLISH AND SPANISH VERSION); DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE; ENGINEERING CERTIFICATION; MAP OF TOPOGRAPHY AND DRAINAGE; REVISION NOTES, CONSTRUCTION DETAILS.

PRINCIPAL CONTACTS

| | NAME | ADDRESS | CITY & ZIP | PHONE | FAX |
|---|---|---|---|---|---|
| OWNER: | MICHAEL J. BALDWIN MARIA A. BALDWIN | 4408 E. INGLE ROAD | EDINBURG, TX. 78542 | (956) 207-9322 | |
| ENGINEER: | FRED L. KURTH | 115 W. McINTYRE | EDINBURG, TX. 78541 | (956) 381-0981 | (956) 381-1839 |
| SURVEYOR: | FRED L. KURTH | 115 W. McINTYRE | EDINBURG, TX. 78541 | (956) 381-0981 | (956) 381-1839 |

STATE OF TEXAS
COUNTY OF HIDALGO:

OWNER'S DEDICATION, CERTIFICATION AND ATTESTATION

WE, MICHAEL J. BALDWIN and MARIA A. BALDWIN AS OWNERS OF THE 10.00-ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED LE VENDICION RANCH SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC USE THE STREET(S), PARK AND EASEMENTS SHOWN HEREIN.
I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOT(S) MEET OR WILL MEET THE MINIMUM STATE STANDARDS.
(B) SANITARY SEWER CONNECTIONS TO THE LOT(S) OR SEPTIC TANKS MEET OR WILL MEET THE MINIMUM STATE STANDARDS.
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOT(S) MEET OR WILL MEET THE MINIMUM STATE STANDARDS.
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOT(S) MEET OR WILL MEET THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

Michael J Baldwin per POA — 18 Apr 2013
MICHAEL J. BALDWIN — DATE
4408 E. INGLE ROAD
EDINBURG, TEXAS 78542

18 Apr 2013
MARIA A. BALDWIN — DATE
4408 E. INGLE ROAD
EDINBURG, TEXAS 78542

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED MICHAEL J. BALDWIN & MARIA A. BALDWIN AND PROVED TO ME THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVERS LICENSE TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME, FIRST DULLY SWORN AND DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 18 DAY OF April, 20 13

NOTARY PUBLIC IN THE STATE OF TEXAS
MY COMMISSION EXPIRES: 8-24-2013

CELESTINE STEWART Notary Public, State of Texas My Commission Expires August 24, 2013

STATE OF TEXAS
COUNTY OF HIDALGO:

I, THE UNDERSIGNED, FRED L. KURTH, A LICENSED PROFESSIONAL ENGINEER AND REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE HEREIN PRESENTED PLAT AND DESCRIPTION OF LE VENDICION RANCH SUBDIVISION, WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON SEPTEMBER 14, 2011, AND THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT, AND THAT IT IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED.

4-4-13

FRED L. KURTH, L.P.E. # 54151, R.P.L.S. # 4750
DATE SURVEYED: 09-14-2011
DATE PREPARED: 09-19-2011
T-920, PAGES 17 & 18, REF. TO T-703, PG. 48
ENGINEERING JOB No. 11108.00
SURVEYING JOB No. 11108.09

STATE OF TEXAS — FRED L. KURTH — 54151 — LICENSED PROFESSIONAL ENGINEER

STATE OF TEXAS — REGISTERED — FRED L. KURTH — 4750 — PROFESSIONAL LAND SURVEYOR

HIDALGO COUNTY DRAINAGE DISTRICT NO.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE 49.211 (c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

BY: _____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF LE VENDICION RANCH SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT

ON _____, DAY OF _____, 20 _____

ENVIRONMENTAL HEALTH DIVISION MANAGER — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF LE VENDICION RANCH SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT-OF-WAY DEPARTMENT

ON _____, DAY OF _____, 20 _____

HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
**ARTURO CUAJARDO, JR.**
**HIDALGO COUNTY CLERK**

ON: _____ AT _____ AM/PM

DOCUMENT NUMBER _____

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947
227 N. F.M. 3167
RIO GRANDE CITY, TX 78582
PH: (956) 487-8256
FAX: (956) 488-8591
www.meldenandhunt.com
TBPE FIRM # F-1435

DRAWN BY: J. d. Z. /R.D.J. DATE: 03-19-2013.
SURVEYED, CHECKED _____ DATE: _____.
FINAL CHECK _____ DATE: 4-4-13.

**AI-39347** **Planning Department 22. B.**

**CC REGULAR**

**Meeting Date:** 07/09/2013

**Submitted For:** Raul E. Sesin, P.E. **Submitted By:** Nora Cavazos, PLANNING DEPT.

**Department:** PLANNING DEPT.

## Information

### CAPTION

1. Reimbursement of Cash Deposit
a. Las Estrellas Phase I – Pct. 3 (CWL Limited)
b. Las Estrellas Phase III – Pct. 3 (CWL Limited)
c. Las Estrellas Phase IV – Pct. 3 (CWL Limited)

### BACKGROUND

## Attachments

Las Estrellas Phase I - Reimbursement

Las Estrellas Phase III - Reimbursement

Las Estrellas Phase IV - Reimbursement

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/20/2013 11:55 AM |
| Olga Garza | Olga Garza | 06/21/2013 03:10 PM |
| Purchasing Department | Monica Badillo | 07/02/2013 05:15 PM |

Form Started By: Nora Cavazos Started On: 06/19/2013 03:59 PM

Final Approval Date: 07/02/2013

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
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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:** **JUDGE RAMON GARCIA**
**COUNTY COMMISSIONER'S COURT**

**From:** **RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR**

**Date:** **JUNE 19, 2013**

**Re:** **LAS ESTRELLAS NO. 1 SUBDIVISION – PCT. 3**

---

ON DECEMBER 20, 2011, THE HIDALGO COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE FOR THE ABOVE REFERENCED SUBDIVISION. THE CASH DEPOSIT IN THE AMOUNT OF THIRTY NINE THOUSAND DOLLARS ($39,000.00) WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF TWENTY SIX (26) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF $1,500.00 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 TWELVE (12) 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 $1,500.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

**CASH DEPOSIT**

| | |
|---|---|
| ORIGINAL AMOUNT | $39,000.00 |
| 1ST REIMBURSEMENT | $13,500.00 |
| 2ND REIMBURSEMENT | $ 3,000.00 |
| 3RD REIMBURSEMENT | $ 1,500.00 |
| BALANCE REMAINING | $21,000.00 |

*** * * END OF MEMORANDUM * * ***

# Hidalgo County Planning Department


**Raul E. Sesin, PE, CFM**
***Planning Administrator***

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Phone (956) 205-7045
Fax (956) 205-7049


**HIDALGO COUNTY PLANNING DEPARTMENT**

Date Feb. 29 20 12

Received of: CWL Limited $ 39,000.00

Thirty nine thousand and 00/100 Dollars

Subdivision: Las Estrellas No 1

Cash _____ Check # 0119711 M.O. # _____

Received by: Alma L. Castillo

| | |
|---|---|
| ○ UTILITY CERTIFICATE REVIEW FEE Acct # - 1100-341-30-210-003-0-000 | |
| Permit No. | |
| TOTAL | |
| ○ SUBDIVISION FEES Acct # - 1100-341-30-210-003-0-000 | |
| Filing/Review Fee | |
| 2% Inpsection Fee | |
| Maps | |
| Subd. Rules Book | |
| Other | |
| TOTAL | |
| ○ ESCROW Acct # - 1100-341-30-210-003-0-000 | |
| 1/3 Paving | |
| Septic Tank - | 39,000.00 |
| Other | |
| TOTAL | 39,000.00 |

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2 & 4
RECEIPT
Nº 66047 - 2/4

*White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy*

COUNTY AUDITOR'S FORM RE-PD-0001

Z6GT4982 01 /7

0119711

Border Capital Bank MEMBER FDIC
Post Office Box 5555
McAllen, Texas 78502-5555

CWL LIMITED
REMITTER

DATE 02/27/12 88-1161/1149

PAY TO THE ORDER OF HIDALGO COUNTY $ ***39,000.00***

THIRTY NINE THOUSAND and 00/100***USDollars

ISSUER

**CASHIER'S CHECK**

FOR INQUIRIES CALL 956-682-2265

Re: Las Estrellas I-Septic Cash Escrow

TWO SIGNATURES REQUIRED $100,000.00 AND OVER

AUTHORIZED SIGNATURE

Details on Back. Security Features Included

⑈0119711⑈ ⑆114911616⑆ ⑈99 0010 1⑈

# Hidalgo County Planning Department

**Raul E. Sesin, PE, CFM**
***Planning Administrator***

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Fax (956) 205-7049


**HEALTH DEPARTMENT**
**COUNTY OF HIDALGO**

**June 19th 2013**

Hidalgo County Planning Department
Mr. Raul E. Sesin
1304 S. 25th St.
Edinburg, TX 78539

**RE: LAS ESTRELLAS SUBDIVISION PH -1**

Dear Mr. Sesin:

According to our records, **12** of **26 lots** in **LAS ESTRELLAS SUBDIVISION PH-1** have a septic tank systems installed and can be expected to function properly, **LAS ESTRELLAS SUBDIVISION PH-1** is located on Mile 5 and Minnesota .in Mission Tx.

Sincerely,

Ruben Hernandez
Environmental Health Inspector II


1304 S. 25th Edinburg, TX 78539 (956) 383-6221 Fax (956) 383-8864

Hidalgo County
Planning
Department

Raul E. Sesin, PE, CFM
*Planning Administrator*

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Phone (956) 205-7045
Fax (956) 205-7049

# MEMORANDUM

**To:** **JUDGE RAMON GARCIA**
**COUNTY COMMISSIONER'S COURT**

**From:** **RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR**

**Date:** **JUNE 19, 2013**

**Re:** **LAS ESTRELLAS NO. 3 SUBDIVISION – PCT. 3**

---

ON MARCH 06, 2012, THE HIDALGO COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE FOR THE ABOVE REFERENCED SUBDIVISION. A CASH DEPOSIT IN THE AMOUNT OF SIXTY NINE THOUSAND DOLLARS ($69,000.00) WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF FORTY SIX (46) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF $12,000.00 FROM THE CASH DEPOSIT. THIS REFLECTS THE INSTALLATION OF EIGHT (8) ADDITIONAL SEPTIC TANK SYSTEMS. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT THIRTY TWO (32) 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 $12,000.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

**CASH DEPOSIT**

| | |
|---|---|
| ORIGINAL AMOUNT | $69,000.00 |
| 1ST REIMBURSEMENT | $27,000.00 |
| 2ND REIMBURSEMENT | $ 9,000.00 |
| 3RD REIMBURSEMENT | $12,000.00 |
| BALANCE REMAINING | $21,000.00 |

*** * * END OF MEMORANDUM * * ***

# Hidalgo County Planning Department


**Raul E. Sesin, PE, CFM**
*Planning Administrator*

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Phone (956) 205-7045
Fax (956) 205-7049


**HIDALGO COUNTY PLANNING DEPARTMENT**

Date Feb 21 20 13

○ UTILITY CERTIFICATE REVIEW FEE
*Acct #* - 1100-341-30-210-003-0-000
Permit No. _____
TOTAL

○ SUBDIVISION FEES
*Acct #* - 1100-341-30-210-003-0-000
Filing/Review Fee
2% Inpsection Fee
Maps
Subd. Rules Book
Other
TOTAL

○ ESCROW
*Acct #* - 1100-341-30-210-003-0-000
1/3 Paving
Septic Tank - 69,000.00
Other
TOTAL 69,000.00

Received of: CWL Limited $69,000.00

Sixty nine thousand and 00/100 Dollars

Subdivision: Las Estrellas III

Cash _____ Check # 0119487 M.O. # _____

Received by: _____

THE STATE OF TEXAS
COUNTY OF HIDALGO

**Precinct No. 2 & 4**
**RECEIPT**
**Nº 65396 - 2/4**

*White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy*

COUNTY AUDITOR'S FORM RE-PD-0001

Z6GT4982 01 /15

TXOL# 1434449
DJB 01-07-16

0119487

Border Capital Bank MEMBER FDIC
Post Office Box 5555
McAllen, Texas 78502-5555

CWL LIMITED
"CASH DEPOSIT" LAS ESTRELLAS S/D III
REMITTER

DATE 02/01/12 88-1161/1149

PAY TO THE ORDER OF HIDALGO COUNTY $ ***69,000.00***

ISSUER ***SIXTY NINE THOUSAND and 00/100***USDollars

**CASHIER'S CHECK**

FOR INQUIRIES CALL 956-682-2265

TWO SIGNATURES REQUIRED $100,000.00 AND OVER

Zgde & Miller
AUTHORIZED SIGNATURE

⑈0119487⑈ ⑆114911616⑆ ⑈99 0010 ⑈

Details on Back. Security Features Included

# Hidalgo County Planning Department

**Raul E. Sesin, PE, CFM**
***Planning Administrator***

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Fax (956) 205-7049


**HEALTH DEPARTMENT**
**COUNTY OF HIDALGO**

**June 19th 2013**

Hidalgo County Planning Department
Mr. Raul E. Sesin
1304 S. 25th St.
Edinburg, TX 78539

**RE: LAS ESTRELLAS SUBDIVISION PH -3**

Dear Mr. Sesin:

According to our records, **32** of **46 lots** in **LAS ESTRELLAS SUBDIVISION PH-3** have a septic tank systems installed and can be expected to function properly, **LAS ESTRELLAS SUBDIVISION PH-3** is located on Mile 5 and Minnesota .in Mission Tx.

Sincerely,

Ruben Hernandez
Environmental Health Inspector II


1304 S. 25th Edinburg, TX 78539 (956) 383-6221 Fax (956) 383-8864

Hidalgo County
Planning
Department

**Raul E. Sesin, PE, CFM**
*Planning Administrator*

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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:** **JUDGE RAMON GARCIA**
**COUNTY COMMISSIONER'S COURT**

**From:** **RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR**

**Date:** **JUNE 19, 2013**

**Re:** **LAS ESTRELLAS NO. 4 SUBDIVISION – PCT. 3**

---

ON APRIL 9, 2013, THE HIDALGO COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE FOR THE ABOVE REFERENCED SUBDIVISION. A CASH DEPOSIT IN THE AMOUNT OF SEVENTY EIGHT THOUSAND DOLLARS ($78,000.00) WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF FIFTY TWO (52) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF $40,500.00 FROM THE CASH DEPOSIT. THIS REFLECTS THE INSTALLATION OF TWENTY SEVEN (27) SEPTIC TANK SYSTEMS. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT TWENTY SEVEN (27) 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 $40,500.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

**CASH DEPOSIT**

| | |
|---|---|
| ORIGINAL AMOUNT | $78,000.00 |
| 1ST REIMBURSEMENT | $40,500.00 |
| BALANCE REMAINING | $37,500.00 |

*** * * END OF MEMORANDUM * * ***

# 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
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HIDALGO COUNTY PLANNING DEPARTMENT

Date March 22 20 13

○ UTILITY CERTIFICATE REVIEW FEE
*Acct #* - 1100-341-30-210-003-0-000
Permit No. _____
TOTAL

○ SUBDIVISION FEES
*Acct #* - 1100-341-30-210-003-0-000
Filing/Review Fee _____
2% Inpsection Fee _____
Maps _____
Subd. Rules Book _____
Other _____
TOTAL

○ ESCROW
*Acct #* - 1100-341-30-210-003-0-000
1/3 Paving _____
Septic Tank (52) 78,000.00
Other _____
TOTAL 78,000.00

Received of: CWL Limited $ 78,000.00
Seventy eight Thousand and 00/100 — *Dollars*
Subdivision: Las Estrellas PH IV
Cash — Check # — M.O. # 0121796
Received by: [illegible]

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2 & 4
RECEIPT
Nº [illegible] - 2/4

*White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy*

COUNTY AUDITOR'S FORM RE-PD-0001

Z6GT4982 01 /8

0121796

Border Capital Bank MEMBER FDIC
Post Office Box 5555
McAllen, Texas 78502-5555

CWL LIMITED
LAS ESTRELLAS IV 52 SEPTIC RESERVATIOI
REMITTER

88-1161/1149

DATE 03/22/13

PAY TO THE ORDER OF HIDALGO COUNTY .00 $ ***78,000.00***

**SEVENTY EIGHT THOUSAND and 00/100***USDollars

ISSUER

CASHIER'S CHECK

TWO SIGNATURES REQUIRED $100,000.00 AND OVER

FOR INQUIRIES CALL 956-682-2265

Adam Moreno, VP
AUTHORIZED SIGNATURE

⑈0121796⑈ ⑆113191616⑆ ⑈99 0010 ⑈

Details on Back. Security Features Included

Visit Hidalgo County Planning Department on the web at www.co.hidalgo.tx.us

# Hidalgo County Planning Department

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***Planning Administrator***

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**HEALTH DEPARTMENT**
**COUNTY OF HIDALGO**

**June 19th 2013**

Hidalgo County Planning Department
Mr. Raul E. Sesin
1304 S. 25th St.
Edinburg, TX 78539

**RE: LAS ESTRELLAS SUBDIVISION PH -4**

Dear Mr. Sesin:

According to our records, **27** of **52 lots** in **LAS ESTRELLAS SUBDIVISION PH-4** have a septic tank systems installed and can be expected to function properly, **LAS ESTRELLAS SUBDIVISION PH-4** is located on Mile 5 and Minnesota .in Mission Tx.

Sincerely,

Ruben Hernandez
Environmental Health Inspector II


1304 S. 25th Edinbuirg, TX 78539 (956) 383-6221 Fax (956) 383-8864

**AI-39452** **Planning Department 22. C.**

**CC REGULAR**

**Meeting Date:** 07/09/2013

**Submitted For:** Raul E. Sesin, P.E. **Submitted By:** Nora Cavazos, PLANNING DEPT.

**Department:** PLANNING DEPT.

## Information

**CAPTION**

Discussion and Possible Action of adoption of Proposed Salvage Yard Order

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:**

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

**BUDGETARY IMPACT:**

No Fiscal Impact.

## Attachments

Memo

Proposed Order for Regulation of Salvage Yards

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/27/2013 10:17 AM |
| Olga Garza | Olga Garza | 06/27/2013 02:29 PM |
| Purchasing Department | Monica Badillo | 07/02/2013 05:15 PM |

Form Started By: Nora Cavazos Started On: 06/26/2013 04:50 PM

Final Approval Date: 07/02/2013

Hidalgo County
Planning
Department

Raul E. Sesin, PE, CFM
*Planning Administrator*

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# MEMORANDUM

**To:** Hidalgo County Commissioners' Court

**From:** Raul E. Sesin, P.E., C.F.M., Planning Administrator

**Date:** June 26, 2013

**Via:** Agenda Item

**Re:** Proposed Order for Regulation of Salvage Yards

**C:** T.J. Arredondo, Planning Supervisor

---

**Attached, please find the proposed order for the above mentioned. This is the final draft that has been prepared with the assistance of the DA's office and the Office of Environmental Compliance.**

**The Hidalgo County Advisory Board had a favorable response at the May 28, 2013 meeting which has led us to this point of finalizing the order at the Commissioners' Court level.**

**We shall note that the potential major focus and/or concern by applicants and citizens alike will be the location requirements. Please focus on those in addition to the appeal process. We may discuss and take recommendations at the next Commissioners Court meeting of July 9, 2013 however; 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 raul.sesin@hchd.org. Thank you.**

*** * * END OF MEMORANDUM * * ***

ORDER ESTABLISHING RULES
FOR JUNKYARDS, AUTOMOTIVE WRECKING
AND SALVAGE YARDS

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# ORDER ESTABLISHING RULES FOR JUNKYARDS, AUTOMOTIVE WRECKING AND SALVAGE YARDS

## 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 ("TTC") Chapter 396.

**Purpose**

The purpose of these rules is to protect the public health, safety, and welfare by requiring junkyards and automotive wrecking and salvage yards to be licensed by Hidalgo County.

**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.

These rules shall also apply to those incorporated cities that have adopted these rules and executed cooperative agreements with Hidalgo County for their enforcement.

**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, a rule adopted under a State law, or a municipal ordinance, the stricter of the two provisions 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

**APPLICANT** – any person who is preparing or has filed an application for a license pursuant to these rules.

**ADMINISTRATOR** – the Administrator of the Hidalgo County Planning Department or his authorized agents.

**AUTOMOTIVE WRECKING AND SALVAGE YARD** – any person or business that stores three or more wrecked vehicles outdoors for the purpose of dismantling or otherwise wrecking the vehicles to remove parts for sale or for use in an automotive repair or rebuilding business.

**COMMISSIONERS COURT**– Hidalgo County Commissioners Court.

**COMPLETED APPLICATION** – an application that contains all of the information and documents required by Article 5 of these rules.

**COUNTY** – The County of Hidalgo, Texas and/or its authorized agents.

**JUNK** – copper, brass, iron, steel, rope, rags, batteries, tires, or other material (other than a wrecked vehicle) that has been discarded or sold at a nominal price by a previous owner of the material.

**JUNKYARD** – a business that owns junk and is operated to store, buy, or sell junk, all or part of which is kept outdoors until disposed of.

**MOTOR VEHICLE** –

a. any device in or by which a person or property is or may be transported or drawn on a public highway, other than a device used exclusively on stationary rails or tracks, and that is self-propelled as defined in TTC 502.001(25) and (45);
b. a trailer or semitrailer as defined by TTC 502.001(39) and (42);
c. a house trailer as defined by TTC 541.201(5);
d. an all-terrain vehicle, as defined by TTC 502.001(1); or
e. a motorcycle, motor-driven cycle, or moped as defined by TTC 541.201(8), (9) and (10).

**PERSON** – any natural person, trust, estate, partnership, limited partnership, association, company or corporation.

**PROPOSED YARD** – the land to be occupied by a junkyard or automotive wrecking and salvage yard if a license is granted pursuant to these rules.

**RECYCLING BUSINESS** – a business primarily engaged in the business of:

a. converting metal or other material into raw material products that have prepared grades and an existing or potential economic value;
b. using raw material products in the production of new products; or
c. obtaining or storing metal or other materials for a purpose described in "a" or "b" above.

**WRECKED VEHICLE** – a discarded, junked, damaged or worn-out motor vehicle that is not in a condition to be lawfully operated on a public road.

## 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.

b. To make annual reports to the Commissioners Court on legal actions taken under these rules and to provide the Commissioners Court any other information concerning these rules and their implementation which may be requested by the Commissioners Court.

## ARTICLE 4
## ADMINISTRATIVE PROVISIONS

**SECTION A. APPLICATIONS AND FEES**

The Administrator shall accept all applications and collect all fees necessary to meet the requirements of these rules. All fees collected shall be deposited in the general fund of County as required by Section 396.041 (d); Texas Transportation Code.

**SECTION B. STATUTORY EXEMPTION FROM COMPLIANCE WITH THESE FULES**

The screening requirement of these rules does not apply to the following as per TTC Section 396.021:

a. An automotive wrecking and salvage yard as defined by and subject to TTC Chapter 397;
b. a junkyard as defined by Section 391.001 and subject to Subchapter E, Chapter 391 of the TTC;
c. a recycling business; or
d. a junkyard or an automotive wrecking and salvage yard entirely in a municipality and regulated by the municipality.

The county licensing provisions of Article 5 of this Act do not apply to as per TTC Section 396.041:

a. a recycling business;
b. a junkyard or an automotive wrecking and salvage yard located entirely in a municipality and subject to regulation by the municipality; or
c. a junkyard or an automotive wrecking and salvage yard in operation before June 1, 1987.

**SECTION C. Request for Exemption**

A person desiring an exemption from compliance with any requirement of these rules shall do as follows:

a. File a written request with the Administrator stating the nature of the exemption requested;
b. The reason that justifies granting the exemption; and
c. Any additional information that the Administrator and/or Commissioners Court requests.

The Administrator shall review the request and notify the person, in writing, of their decision within 45 days. If the request is denied, the Administrator shall include the reasons for denial in the notice.

**SECTION D. FEES**

To defray the reasonable costs of administering these rules, the Administrator shall require a fee of $25.00 to be paid. Such fee shall be paid with the filing of an application for a license and with the filing of an application for renewal of a license. The license shall cover a period of one year from the day on which the license is approved. The fee for issuing a duplicate license for one which is lost, destroyed or mutilated shall be $5.00.

## ARTICLE 5
## LICENSE APPLICATION PROCEDURE

**SECTION A. INITIAL LICENSE**

Application for licenses to operate junkyards or automotive wrecking and salvage yards or expand or change locations shall be made in writing to the Administrator on a form prescribed by him and shall, along with such other information he may require, contain the following Information:

a. the name, mailing address, residential street address, and business street address of the applicant;
b. the name of the proposed operation;
c. the street address and/or the physical address of the proposed yard and the page and volume number of the Real Property Records of Hidalgo County, Texas where the most recent deed to the property on which the proposed yard will be located was recorded;
d. the exact legal description of the proposed yard;
e. if the applicant is a partnership, the name, mailing address, residential street address, and business street address for each member of the partnership;
f. if the applicant is a corporation, the name, mailing address, residential street address, and business street address of each officer of the corporation and the name and address for service of process on the registered agent of the corporation;

**Supporting Documents Required for License**

The applicant shall attach the following documents to its application:

a. if an assumed name (d/b/a) is used, a date-stamped copy of the Certificate of Assumed Name;
b. if the applicant is a general partnership, a copy of the fully executed partnership agreement;
c. if the applicant is a limited partnership, a date-stamped copy of the Certificate of Limited Partnership;
d. if the applicant is a corporation, a date-stamped copy of the Articles of Incorporation filed with the Secretary of State and a certified copy of the corporate resolution authorizing the corporation to file an application pursuant to these rules and designating the officer authorized to execute the application; and
e. if the applicant is not the owner in fee simple of the land for the proposed yard, a properly executed power of attorney or other written evidence of the agreement between the applicant and the owner, providing authority for the requested or intended use.

**Storm Water Protection**

Applicants for licenses for operation of junkyards, automotive wrecking, and salvage yards must comply with the Texas Pollutant Discharge Elimination System (TPDES) TXR050000 Multi Sector General Permit. A Notice of Intent (NOI) or a No Exposure Certification (NEC) must be submitted by the applicant to the Hidalgo County Environmental Compliance Office as part of the initial license application.

**Interested Parties**

Interested parties is defined as any person who may be affected by the issuance of a license pursuant to these rules and would include not only owners in fee simple, life tenants, lessees for years, lienholders, easement holders, and residents but also any person with these interests in land situated within one thousand (1000) feet of a proposed yard.

The party filing the application for license to operate junkyards or automotive wrecking and salvage yards shall provide as part of the application, the names and mailing addresses of all schools, churches,

and interested parties as defined herein, and all other persons that the applicant knows, or reasonably should know, have an interest in receiving notice of the application for the license. An application shall not be considered complete without providing this information.

Acknowledgment Required for License

The application shall contain the following statements: "Applicant grants County the authority to place notices pursuant to the Order Establishing Rules for Junkyards, automotive wrecking and salvage yards on the site of the proposed yard. All of the information contained in said application is true and correct to the best of the applicant's knowledge and belief, applicant acknowledges that the license applied for shall be subject to all provisions of the codes and ordinances of Hidalgo County relating to junkyards and automotive wrecking and salvage yards and shall be subject to all provisions of the codes and statutes of the State of Texas."

**SECTION B. RENEWAL APPLICATION**

Applications for renewal licenses shall be made in writing to the Administrator on a form prescribed by him and shall, along with, such other information as he may require, contain the following information:

a. the name, mailing address, residential street address, and business street address of the applicant;
b. the name of the operation;
c. the street address and/or physical address of the yard and the page and volume number of the Real Property Records of Hidalgo County, Texas where the most recent deed to the property on which the yard is located was recorded;
d. the exact legal description of the yard;
e. if the applicant is a partnership, the name, mailing address, residential street address, and business street address for each member of the partnership; and
f. if the applicant is a corporation, the name, mailing address, residential street address, and business street address of each officer of the corporation and the name and address for service of process on the registered agent of the corporation.

Supporting Documents Required for Renewal Application

Unless the applicant has attached the following documents to a prior application and there have been no amendments or changes to the documents since attached to the prior application, the applicant shall attach the following documents to its application:

a. if an assumed name (d/b/a) is used, a date-stamped copy of the Certificate of Assumed Name;
b. if the applicant is a general partnership, a copy of the fully executed partnership agreement;
c. if the applicant is a limited partnership, a date-stamped copy of the Certificate of Limited Partnership;
d. if the applicant is a corporation, a date-stamped copy of the Articles of Incorporation filed with the Secretary of State and a certified copy of the corporate resolution authorizing the corporation to file an application pursuant to these rules and designating the officer authorized to execute the application; and

e. if the applicant is not the owner in fee simple of the land for the proposed yard, a properly executed power of attorney or other written evidence of the agreement between the applicant and the owner, providing authority for the requested or intended use.

**Acknowledgment Required for Renewal License**

The application shall contain the following statements:

"The location in the renewal application is the same land area and geographic location as that approved by the Administrator and/or Commissioners' Court in the initial application."

"The license has never been revoked and is not suspended or expired on the date of application."

"The junkyard or automotive wrecking and salvage yard is in operation on the date of application for renewal."

"All of the information contained in this application is true and correct to the best of the applicant's knowledge and belief."

"Applicant acknowledges that the license applied for shall be subject to all provisions of the codes and ordinances of Hidalgo County relating to junkyards and automotive wrecking and salvage yards and shall be subject to all provisions of the codes and statutes of the State of Texas."

**SECTION C. SWORN SIGNATURE REQUIRED**

Application for license and renewal license shall be signed and sworn to by the applicant (if the applicant is a partnership, by a general partner on behalf of the partnership and, if the applicant is a corporation, by the officer of the corporation designated to execute the application on behalf of the corporation), before a notary public or other official authorized to administer oaths.

## ARTICLE 6
## PROCEDURE FOR APPROVAL

**SECTION A. PUBLIC RESPONSE**

Prior to approval of any application for a license pursuant to these rules the Administrator shall consider a challenge from any interested party on the question of approval of the application and conditions to be imposed on the location. The Administrator will consider any challenges to the approval of a proposed yard within 45 days of receipt of a completed application in compliance with Article 5 of these Rules.

**SECTION B. NOTICE**

In any notice, to interested parties, the Administrator will identify:

a. the nature of the approval sought;
b. the location for which approval is sought,
c. the date the completed application was received,
d. the method of challenging the approval of the proposed yard,
e. any additional information the Administrator may consider necessary

within 14 days of receipt of a completed application (In compliance with Article 5). The Administrator shall mail notice of the application and the interested parties' rights to challenge the application. Notice shall be sent by first class mail, postage prepaid, to the applicant, to the owners of the proposed yard and to the schools, churches, and interested parties as provided by the applicant for the license pursuant to Article 5, Section A, "Interested Parties" of these rules.

Any notice required to be given pursuant to these rules, other than posting the notice at the site of the proposed yard, shall be considered given by depositing same in the U.S. mail, postage pre-paid, addressed in accordance with the information given by applicant.

**SECTION C. CRITERIA FOR DENIAL**

The Administrator shall deny approval of any application for any license sought pursuant to these rules for the following reasons:

a. the location of the proposed yard would be detrimental to the public health, safety, or welfare by creating a hazard to the environment and/or the location of the proposed yard would be, incompatible with the surrounding development;
b. the location of the nearest boundary of the proposed yard would be within 1,000 feet of the nearest property line of property on which there is a church, a school, a park, a hospital, a nursing home, or a residence (single-family home, duplex, apartment, townhouse, or mobile home), or the nearest boundary of a residential subdivision for which County has approved a subdivision plat;
c. the location of the proposed yard would be detrimental to the economic welfare of Hidalgo County;
d. the location of the proposed yard would be within 1,500 feet of a lake, river, tributary or pond;
e. the location of the proposed yard would be within 100-year flood plain; or
f. the applicant has not complied with Article 5 of these rules.

**SECTION D. CONDITIONS OF APPROVAL BY COMMISSIONERS COURT**

In granting approval of any application for a license to establish or expand or change location of any junkyard or automotive wrecking and salvage yard within Hidalgo County, the Commissioners Court may condition the license on the operation of the junkyard or automotive wrecking and salvage yard only at a location approved by the Commissioners Court as per TTC Section 396.041(c)(3).

**SECTION E. TIME FOR APPROVAL**

The Administrator shall decide whether to grant or deny approval of an application within 90 days of receipt of the completed application. If this decision is not made within 90 days, the application shall be placed on the next regularly scheduled Agenda of the Hidalgo County Subdivision Advisory Board.

**SECTION F. CHALLENGES**

Challenges of decisions made by the Administrator or the Hidalgo County Subdivision Advisory Board can be made to the Hidalgo County Commissioners Court within 30 days of receiving the denial of the application.

## ARTICLE 7
## ISSUANCE OF INITIAL LICENSE AND RENEWAL

**SECTION A. ISSUANCE OF LICENSES**

Under the conditions established in these rules, the Administrator shall issue licenses to all applicants whose applications have been approved in compliance with these rules. All licenses shall be originally signed by the Administrator or his authorized agent.

**Initial Licenses**

Initial Licenses may be issued by the County upon receipt of the prescribed fee and a completed application only if the Administrator has approved the location of the junkyard or automotive wrecking and salvage yard as required by Commissioners Court.

**Annual Renewal of Initial Licenses**

After the initial license has been issued by the County, the Administrator shall renew the license within 30 days after receipt of the prescribed fee and a completed renewal application, provided that the location in the renewal application is the same land area and geographic location as that approved by the county in the initial application; the license has never been revoked and is not suspended or expired on the date of application; and the junkyard or automotive wrecking and salvage yard is in operation on the date of application for renewal.

**SECTION B. LICENSES FOR INCREASE IN LAND AREA OR CHANGE OF LOCATION**

Licenses for an increase in land area of the location or for changes in location may be issued by County upon receipt of the prescribed fee and a completed application only if the Administrator and/or Commissioners Court has approved the location of the additional area to be used for the increase in land area or the new location of the junkyard or automotive wrecking and yard.

**Annual Renewal of Licenses for Increase in Land Area or Change of Location**

After the license for increase in land area or change of location has been issued by the County, the County shall renew the license within 30 days after receipt of the prescribed fee and a completed renewal application, provided that the location in the renewal application is the same land area and geographic location as that approved by the Commissioners Court in the application for increase in land area or a change of location; the license has never been revoked and is not suspended or expired on the date of application; and the junkyard or automotive wrecking and salvage yard is in operation on the date of application for renewal.

## ARTICLE 8
## REQUIREMENTS FOR OPERATIONS

**SECTION A. COMMENCEMENT OF OPERATIONS**

A person shall not operate a junkyard or automotive wrecking and salvage yard within Hidalgo County, unless that person has a valid, subsisting license obtained pursuant to these rules.

**Compliance with Conditions**

A person granted a license shall comply with all conditions placed on the location of the junkyard or automotive wrecking and salvage yard by the Commissioners Court pursuant to Conditions and Criteria as set forth in Article VI of these rules.

**Location of Yard**

A junkyard or an automotive wrecking and salvage yard may not be located within 50 feet of the right-of-way of a public street, state highway, or residence as provided by TTC 396.022(a).

**Stacking**

A person may not accumulate or stack materials associated with a junkyard or an automotive wrecking and salvage yard higher than eight feet above ground level as provided by TTC 396.022(b).

**SECTION B. SCREENING REQUIREMENT**

A person who operates a junkyard or an automotive wrecking and salvage yard in this county shall screen the junkyard or automotive wrecking and salvage yard with a solid barrier fence at least eight feet high. The fence must be painted a natural earth tone color and may not have any sign appear on its surface other than a sign indicating the business name as provided by TTC 396.021(b).

Any existing junkyard or automotive wrecking and salvage yard must bring screening requirements into compliance with these rules on or before 6 months after the passage of these rules by Commissioners Court.

**SECTION C. EXPANSION OF OPERATION**

A person shall not increase the land area occupied by or change the location of a junkyard or automotive wrecking and salvage yard unless that person has a valid license for that increase in land area or change in location obtained pursuant to these rules.

**SECTION D. TRANSER OF LICENSES**

A person shall give a notice stating the name, mailing address, residential street address and business address of all transferees and any change in the name of the operation to the Administrator before transferring a license to another person.

A person shall not transfer a license from one location to another without the prior approval of the Administrator and/or Commissioners Court in compliance with of these rules. Any license transferred from one location to another location without such prior approval of the Administrator and/or Commissioners Court is no longer a valid license as of the date of transfer.

## ARTICLE 9
## GROUNDS FOR SUSPENSION OR REVOCATION OF LICENSE

**SECTION A. SUSPENSION OF LICENSE**

If a junkyard or automotive wrecking and salvage yard is not screened in compliance with Section 396.021 of the Texas Transportation Code, the Administrator may suspend the license for that junkyard or automotive wrecking and salvage yard. The suspension shall continue until the junkyard or automotive wrecking and salvage yard is determined to be in compliance with the applicable rules.

**No Longer Existing Business**

If the junkyard and/or automotive wrecking and salvage yard ceases to conduct business at the location on the license for a period of 6 months or more, the Administrator may suspend the license for that junkyard and/or automotive wrecking and salvage yard. If said yard desires to conduct business again as a junkyard and/or automotive wrecking and salvage yard, applicant/owner will be required to re-apply for a new license as if it was a new business following the notice procedures and approval process as required by these rules.

**Notice of Suspension**

If the Administrator suspends the license of a junkyard or automotive wrecking and salvage yard, the Administrator shall give notice of the suspension to the holder of the license.

**SECTION B. REVOCATION OF LICENSE**

If the license of a junkyard or automotive wrecking and salvage yard has been suspended for more than 30 days and the operation of the junkyard or automotive wrecking and salvage yard has not been brought into compliance with the applicable rules and/or statute, the license shall automatically be revoked and no valid or subsisting license shall exist for that junkyard or automotive wrecking and salvage yard.

If the applicant has provided any information in the application which is not true and correct, the license may be revoked by the Administrator and, if revoked, no valid license shall exist for that junkyard or automotive wrecking and salvage yard.

**Notice of Revocation**

If the license of a junkyard or automotive wrecking and salvage yard is revoked pursuant to these rules, the Administrator shall give notice of that revocation to the holder of the license.

**SECTION C. HEARING ON SUSPENSION AND REVOCATION**

The applicant or current holder of a suspended or revoked license may have a hearing before the Hidalgo County Subdivision Advisory Board on the suspension or revocation of the license if a request for such a hearing is made in writing to the Administrator within 60 days of receipt of the notice of suspension or revocation. The hearing will be set as soon as practicable, but in no event later than 60 days after receipt of the request for the hearing.

## ARTICLE 10
## ENFORCEMENT

**Inspection**

The Administrator may routinely inspect junkyards and automotive wrecking and salvage yards to assure continued compliance with these rules and all applicable statutes.

**Criminal**

A person who violates, as prescribed by Chapter 396 of the Texas Transportation Code, this order commits an offense. 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.

**Civil**

Whenever it appears that a violation of these rules has occurred, is occurring, or threatens to occur, the County or any person is entitled to bring a suit in District Court for injunctive relief against the person who committed, is committing, or is threatening to commit the violation.

Such civil suits may not be instituted by the County unless the Commissioners Court has authorized the institution of the suit.

**AI-39461** **Precinct #1 23. A.**

**CC REGULAR**

**Meeting Date:** 07/09/2013

**Submitted By:** Marcie Jackson, COMM. PCT. #1

**Department:** COMM. PCT. #1

## Information

**CAPTION**

1. Consideration and approval to purchase easement on a certain tract of land described as Parcel J.C. Engelman Subdivision, Sections 262 and 263, Lots 4 and 5 for the Delta West Subdivision Drainage Improvement Project.

2. Consideration and approval on "Waiver of Appraisal Report" on a certain tract of land described as Parcel No.1 – J.C. Engelman Subdivision, Sections 262 and 263, Lots 4 and 5 for the Delta West Subdivision Drainage Improvement Project.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1200-431-00-121-220-0-731

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

**BUDGETARY IMPACT:**

Funding pending LIT - AI-39460 07/09/13

## Attachments

backup

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/27/2013 10:21 AM |
| Manuel Chapa | Manuel Chapa | 07/01/2013 04:29 PM |
| Purchasing Department | Monica Badillo | 07/02/2013 05:15 PM |

Form Started By: Marcie Jackson Started On: 06/27/2013 09:44 AM

Final Approval Date: 07/02/2013

A.C. CUELLAR JR.
COMMISSIONER PRECINCT 1

HIDALGO COUNTY PCT. 1
1902 JOE STEPHENS, STE. 101
WESLACO, TEXAS 78596

PH:956.968.8733
FAX:956.969.1417

# *PAY-MEMO*

**To:** **Hon. A.C. Cuellar, Jr., Commissioner**
**Attn: Katia Garcia, Accountant**

**From:** **Danny Guzman, ROW Agent** D.G.
**Hidalgo County Precinct No. 1**

**Date:** **July 09, 2013**

**Re:** **Parcel 1, J.C. Engelman Subdivision, Sections 262 and 263, Lots 4 & 5**
**Easement for Drainage Line Purposes**

---

**Commissioner Cuellar,**

**Attached, please find a copy of "waiver of appraisal report", "letter of sale", "purchase of drainage easement cost estimate", "appraisal district land value", and a copy of the title report by Frank Flores and Martha Flores, landowners on the above mentioned parcel. Please process for payment a check to Frank Flores and Martha Flores in the amount of $1,500.00** (one thousand five hundred dollars and zero cents), **for the purchase of this easement. The original deed will be held by our department and recorded as soon as payment to the landowners is processed.**

**Please process payment from Account #3-1200-431-00-121-220-0-731, that has been set up for this project.**

**Commissioners Court approved this project for acquisition on July 09, 2013.**

**Approved** _____
**A.C. Cuellar, Jr., Commissioner**

www.co.hidalgo.tx.us
ac.cuellar@co.hidalgo.tx.us

**FRANK & MARTHA FLORES**
**20536 N. FM 493**
**Edinburg, Texas 78542**

May 01, 2013

Hon. Ramon Garcia, County Judge
Office of The County Judge
1615 S. Closner, Ste. J
Edinburg, Texas 78539

***Re: Easement for Drainage Line Purposes***

Dear Judge Garcia,

I am under the understanding that The County of Hidalgo is in the process of doing Paving and Drainage improvements to the Delta West Subdivision. What I understand is that The County of Hidalgo plans to construct and maintain a permanent drainage line across my property. I am willing to sell the proposed drainage line easement to The County of Hidalgo for the amount of $1,500.00 ( one thousand five hundred dollars & no cents ).

If any questions, please call me at (956) 414-4447.

Thank you,

Frank Flores Frank Flores

April 29, 2013

Hon. Ramon Garcia, County Judge
Office of The County Judge
1615 S. Closner, Ste. J
Edinburg, Texas 78539

Re: Delta West Subdivision – Parcel #1 **(Partial Taking of Land - Waiver of Appraisal Report)**

Dear Judge Garcia:

We, Frank and Martha Flores, are aware that the County of Hidalgo plans to construct and maintain a permanent drainage line in, along, upon and across said premises described in Exhibit "A" to provide better drainage for the residents of Delta West Subdivision. The construction plans for the drainage line easement will involve the acquisition of a portion of our property located at 20536 N. FM 493, Edinburg, Texas 78542-5254. A 0.086 of an acre tract of land out of Lots 4 & 5, J.C. Engelman Subdivision, Sections 262 and 263, Tex-Mex Railway Survey, Hidalgo County, Texas, according to the map or plat Thereof recorded in Volume 5, Page 38, Map Records, Hidalgo County, Texas. We understand that we are entitled to receive compensation for the County's acquisition of the necessary property.

The County is responsible for, 1) to obtain an independent appraisal report which will establish the compensation value associated with the acquisition, 2) for making payment to us for the acquisition of that portion of property.

It is our desire, as indicated by our signature below, to receive $1,500.00 (One Thousand Five Hundred Dollars) for the portion of our property needed for Drainage Line Easement for the Delta West Subdivision drainage improvements. **So that the County does not have to incur the cost of preparing an appraisal report, we hereby relieve the County from its obligation to prepare or obtain an appraisal report.**

Signed: Frank Flores — 6-19-13
Frank Flores — Date

Signed: Martha Flores — 6-19-13
Martha Flores — Date

**ACKNOWLEDGMENT**

This instrument was acknowledged before me on the 19 day of June, 2013, by Frank Flores and Martha Flores.

ROY GONZALES
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-06-2013

Roy Gonzales
Notary Public, State of Texas

# DRAINAGE EASEMENT PURCHASE
# COST ESTIMATE

**Parcel #1 – J.C. Engleman Subdivision, Sections 262-263, Lots 4 and 5**

| | | | | |
|---|---|---|---|---|
| 1. | Appraisal Report - | one (1) | - | $2,000.00 |
| 2. | Review Appraisal Report | one (1) | - | $ 450.00 |
| 3. | Acquisition of Drainage Easement | | - | $2,827.50 |

a) Hidalgo County Appraisal District land value - $65,758.00
b) Acquiring 0.086 of an acre / 0.086 X $65,758.00 = $5,655.00
c) Purchase Easement at 50% value of $5,655.00 = $2,827.50

| | | | | |
|---|---|---|---|---|
| 4. | Title Company – closing fees | | - | $1,000.00 |

**TOTAL COST - $6,277.50**

# Hidalgo CAD

## Property Search Results > 296656 FLORES FRANK & MARTHA for Year 2012

### Property

**Account**

| | | | |
|---|---|---|---|
| Property ID: | 296656 | Legal Description: | TEX-MEX SURVEY S4.52AC LOT 4 & SW 1.35AC LOT 5 EXC SE 0.99AC SEC 262 & 263 4.88AC NET |
| Geographic ID: | T2100-00-262-0004-00 | Agent Code: | |
| Type: | Real | | |
| Property Use Code: | | | |
| Property Use Description: | | | |

**Location**

| | | | |
|---|---|---|---|
| Address: | FM 493 & ROGERS RD TX | Mapsco: | |
| Neighborhood: | | Map ID: | |
| Neighborhood CD: | | | |

**Owner**

| | | | |
|---|---|---|---|
| Name: | FLORES FRANK & MARTHA | Owner ID: | 962599 |
| Mailing Address: | 20536 N FM 493 EDINBURG, TX 78542-5254 | % Ownership: | 100.0000000000% |
| | | Exemptions: | HS, OV65 |

### Values

| | | | |
|---|---|---|---|
| (+) Improvement Homesite Value: | + | $74,840 | |
| (+) Improvement Non-Homesite Value: | + | $0 | |
| (+) Land Homesite Value: | + | $65,758 | |
| (+) Land Non-Homesite Value: | + | $0 | Ag / Timber Use Value |
| (+) Agricultural Market Valuation: | + | $0 | $0 |
| (+) Timber Market Valuation: | + | $0 | $0 |
| (=) Market Value: | = | $140,598 | |
| (–) Ag or Timber Use Value Reduction: | – | $0 | |
| (=) Appraised Value: | = | $140,598 | |
| (–) HS Cap: | – | $41,050 | |
| (=) Assessed Value: | = | $99,548 | |

### Taxing Jurisdiction

Owner: FLORES FRANK & MARTHA
% Ownership: 100.0000000000%
Total Value: $140,598

| Entity | Description | Tax Rate | Appraised Value | Taxable Value | Estimated Tax | Tax Ceiling |
|---|---|---|---|---|---|---|
| CAD | APPRAISAL DISTRICT | 0.000000 | $140,598 | $99,548 | $0.00 | |
| DR1 | DRAINAGE DISTRICT #1 | 0.075000 | $140,598 | $99,548 | $74.66 | |
| FD2 | EMS DIST #02 | 0.036100 | $140,598 | $99,548 | $35.94 | |
| GHD | HIDALGO COUNTY | 0.590000 | $140,598 | $84,548 | $498.83 | $533.93 |
| JCC | SOUTH TEXAS COLLEGE | 0.150700 | $140,598 | $99,548 | $134.93 | $134.93 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| R01 | ROAD DIST 01 | 0.000000 | $140,598 | | $99,548 | $0.00 | |
| SEB | EDINBURG ISD | 1.239800 | $140,598 | | $69,098 | $798.93 | $798.93 |
| SST | SOUTH TEXAS SCHOOL | 0.049200 | $140,598 | | $99,548 | $48.98 | |
| W06 | ENGLEMAN IRRG WATER DISTRICT | 0.230000 | $140,598 | | $79,548 | $182.96 | |
| | Total Tax Rate: | 2.370800 | | | | | |

Taxes w/Current Exemptions: $1,775.23

Taxes w/o Exemptions: $2,360.08

## Improvement / Building

**Improvement #1:** RESIDENTIAL **State Code:** A1 **Living Area:** 2146.0 sqft **Value:** $74,840

| Type | Description | Class CD | Exterior Wall | Year Built | SQFT |
|---|---|---|---|---|---|
| MA | MAIN AREA | BRKFA | DBRK | 1983 | 2146.0 |
| POR | PORCH (COVERED) | BRKFA | | 1983 | 148.0 |
| PAT | PATIO | BRKFA | | 1983 | 280.0 |
| GAR | GARAGE | BRKFA | | 1983 | 720.0 |
| STG | STORAGE | * | | 1983 | 128.0 |

## Land

| # | Type | Description | Acres | Sqft | Eff Front | Eff Depth | Market Value | Prod. Value |
|---|---|---|---|---|---|---|---|---|
| 1 | AC | ACREAGE | 4.8800 | 212572.80 | 0.00 | 0.00 | $65,758 | $0 |

## Roll Value History

| Year | Improvements | Land Market | Ag Valuation | Appraised | HS Cap | Assessed |
|---|---|---|---|---|---|---|
| 2013 | $74,840 | $65,758 | 0 | 140,598 | $31,095 | $109,503 |
| 2012 | $74,840 | $65,758 | 0 | 140,598 | $41,050 | $99,548 |
| 2011 | $69,807 | $20,691 | 0 | 90,498 | $0 | $90,498 |
| 2010 | $69,807 | $20,691 | 0 | 90,498 | $0 | $90,498 |
| 2009 | $69,806 | $20,691 | 0 | 90,497 | $0 | $90,497 |
| 2008 | $69,806 | $20,691 | 0 | 90,497 | $0 | $90,497 |
| 2007 | $76,364 | $20,691 | 0 | 97,055 | $0 | $97,055 |
| 2006 | $76,137 | $20,691 | 0 | 96,828 | $0 | $96,828 |
| 2005 | $75,611 | $20,691 | 0 | 96,302 | $0 | $96,302 |
| 2004 | $72,253 | $20,691 | 0 | 92,944 | $0 | $92,944 |
| 2003 | $69,272 | $20,691 | 0 | 89,963 | $0 | $89,963 |

## Deed History - (Last 3 Deed Transactions)

| # | Deed Date | Type | Description | Grantor | Grantee | Volume | Page | Deed Number |
|---|---|---|---|---|---|---|---|---|
| 1 | 3/18/1977 12:00:00 AM | CONV | CONVERSION | Unknown | FLORES FRANK | 1522 | 226 | |
| 2 | 2/7/1970 12:00:00 AM | MCF | MARRIAGE CERTIFICATE | FLORES FRANK | FLORES FRANK & | | | 50501 |

## Tax Due

Property Tax Information as of 12/19/2012

Amount Due if Paid on:

| Year | Taxing Jurisdiction | Taxable Value | Base Tax | Base Taxes Paid | Base Tax Due | Discount / Penalty & Interest | Attorney Fees | Amount Due |
|---|---|---|---|---|---|---|---|---|

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

**TITLE REPORT**
**NO. 1522226**

Prepared For: **HIDALGO COUNTY PCT. 1**
**MR. JOEL QUINTANILLA, County Commissioner**

C/O **HIDALGO COUNTY COLONIA ACCESS PROGRAM**
301 East State Street
Pharr, Texas 78577

ATTENTION: ***Ms. Marcie Jackson,***
**Administrative Assistant IV**

PROJECT NAME: | " DELTA WEST SUBDIVISION" |

GEOGRAPHIC ID: T2100-00-262-0004-00

I, **Jorge A. López**, hereby certify that after a careful search of the records and files in the office of **EDWARDS ABSTRACT AND TITLE CO.,** and the **OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS**, affecting title to the following described tract of land situated in Hidalgo County, Texas to-wit:

**THE RECORDS SHOW THE FOLLOWING:**

**DESCRIPTION:** A **5.90 Acre Tract** out of **Lot Four (4)** and **Five (5),** of the **J. C. ENGLEMAN SUBDIVISION**, of **Sections Two Hundred Sixty-two (262)** and **Two Hundred Sixty-three (263), of the Texas-Mexican Railway Company Surveys,** Hidalgo County, Texas, according to the map thereof recorded in **Volume 5, Page 38, Map Records**, Hidalgo County, Texas. Said **5.90 acre tract** of land being more particularly **described by metes and bounds** in a **Warranty Deed** recorded in **Volume 1522, Page 226, Deed Records**, Hidalgo County, Texas.
**{See copy hereto attached}**

SAVE AND EXCEPT:
**A (0.51)** acre tract of land conveyed from **Frank Flores** and wife **Martha Flores**, To: **Johnny Gomez,** and being more particularly **described by metes and bounds** in **Deed** recorded in **Volume 2798, Page 925, Official Records**, Hidalgo County, Texas.
**{See copy hereto attached for a better description}**

RECEIVED
DEC 27 2012
BY

A **(0.475) acre** tract of land conveyed from **Jeffrey David Parsons** and wife **Aurora Parsons,** To: **Homer Garcia,** and **Juana M. Garcia, described by metes and bounds** in a **Deed** recorded in the office of the County Clerk of Hidalgo County, Texas, **Document No. 1065627, Official Records**, Hidalgo County, Texas.
**{See copy of Map hereto attached}**

**TITLE APPEARS TO BE VESTED IN:** **FRANK FLORES** and wife,
**MARTHA FLORES**
20536 N. FM 493
Edinburg, Texas 78542-5254

**Warranty Deed**, dated **March 16, 1977,** recorded in **Volume 1522, Page 226, Deed Records**, Hidalgo County, Texas, from **Joe Salazar**, and wife **Esperanza Salazar,** To: **FRANK FLORES** and wife **MARTHA FLORES.**
**{See copy hereto attached}**

**APPARENT LIEN HOLDER OF RECORD:** None of Record

**SUBJECT TO THE FOLLOWING :**

Easements and reservations as may appear upon the recorded map of said subdivision recorded in **Volume 5, Page 38, Map Records** of Hidalgo County, Texas.
**{See copy hereto attached}**

Subdivision regulations of the County of Hidalgo and/or ordinances or regulations of the city holding extra-territorial jurisdiction of said property.

**Dedication** to the use of the public the roadways shown on the map **OF THE J.C. ENGELMAN JR., RE-SUBDIVISION OF SURVEYS NOS. (262) AND (263), TEXAS-MEXICAN RAILWAY COMPANY,** recorded in **Volume 290, Page 530, of the Deed Records,** Hidalgo County,
**{See copy hereto attached}**

Statutory rights in favor of **ENGELMAN'S IRRIGATION DISTRICT,** pursuant to applicable sections of the Texas Water Code.

**Restrictions** as set forth in **Warranty Deed** from **J. C. Engelman, Jr.,** to **Elizabeth Hack**, dated **July 29, 1931,** recorded in **Volume 353, Page 101, Deed Records**, Hidalgo County, Texas.
**[As to Lot 5]**
**{See copy hereto attached}**

**Restrictions** as set forth in **Warranty Deed** from **J. C. Engelman, Jr.,** to **Charles F. Hack** and wife **Elizabeth Hack**, dated **March 19, 1936,** recorded in **Volume 416, Page 29, Deed Records**, Hidalgo County, Texas.
**[As to Lot 4]**
**{See copy hereto attached}**

Subject to an **Easement** from **Elizabeth Hack**, To: **HIDALGO COUNTY**, dated **March 15, 1946,** recorded in **Volume 582, Page 625, Deed Records**, Hidalgo County, Texas.
**{Re: A strip of land (100') feet wide off the North side of Lots 4 & 5}**
**{See copy hereto attached}**

**Right-of-way Easement,** dated **January 21, 1953,** recorded in **Volume 764, Page 262, Deed Records,** Hidalgo County, Texas, from **L. O. Vogelsang, Trustee**, To: **COUNTY OF HIDALGO.**
**[As to Lot 4]**
**{See copy hereto attached}**

**Subject to any portion of the subject property described herein lying within canal right of way.**

Easements for drain ditches crossing said property.

Visible and apparent easements on or across subject property.

**SUBJECT TO THE FOLLOWING** liens filed against persons of the same or similar names as record title holder or predecessor in title:

**Abstract of Judgment** recorded in the Office of the County Clerk of Hidalgo County, Texas, **Document No. 1625745, Official Records**, Hidalgo County, Texas, filed on **June 8, 2006**, in the amount of **$2,434.61, $981.94, $191.98 & $931.55,** plus interest, attorneys fees, costs and any other charges against **MARTHA FLORES,** pursuant to **Cause Number T-016-05-G**, styled **Pharr-San Juan-Alamo Independent School District, City of Pharr, South Texas College and Hidalgo County –vs- MARTHA FLORES.**
**{See copy hereto attached}**

**Abstract of Judgment** recorded in the Office of the County Clerk of Hidalgo County, Texas, **Document No. 2268316, Official Records**, Hidalgo County, Texas, filed on **December 28, 2011**, in the amount of **$2,908.07,** plus interest, attorneys fees, costs and any other charges against **FRANK FLORES,** pursuant to **Cause Number C482-11-2**, styled **SUPERIOR ALARMS –vs- FRANK FLORES dba Doctor's Care** 4901 Walnut St. McAllen, Texas 78501.
**{See copy hereto attached}**

**As of the 12Th. Day of December 2012, at 5:00 o'clock P.M.**

**SOUTH TEXAS LAND INVESTIGATIONS**
3111 WEST FREDDY GONZALEZ DRIVE
EDINBURG, TEXAS 78539
**PHONE NO.: (956) 383-4951** **FAX NO.: (956) 383-5443**
**E-MAIL: stxland.lopez@gmail.com**

**JORGE A. LOPEZ/ Title Examiner**
**{ TCR CERTIFICATE NO. 2458135981700 }**

The undersigned certifies that this Title Report has been prepared with the same standard of care as would be used for the preparation and issuance of a Commitment of Title Insurance for the property. This Title Report is delivered with the understanding evidence by the acceptance hereof that (1) it is neither a guaranty, warranty nor opinion of title, and (2) any liability arising hereunder shall be limited to the cost of this Title Report.

**AI-39453** **Precinct #2 24. A.**

**CC REGULAR**

**Meeting Date:** 07/09/2013

**Submitted For:** Agapito Vargas **Submitted By:** Angela Garcia, COMM. PCT. #2

**Department:** COMM. PCT. #2

## Information

**CAPTION**

Presentation and Update on McColl Road Project by Mr. Valente Olivarez, TXDOT Area Engineer.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:**

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

**BUDGETARY IMPACT:**

Presentation and update...

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/27/2013 10:17 AM |
| Manuel Chapa | Manuel Chapa | 07/01/2013 03:10 PM |
| Purchasing Department | Monica Badillo | 07/02/2013 05:15 PM |

Form Started By: Angela Garcia Started On: 06/26/2013 04:54 PM

Final Approval Date: 07/02/2013

**AI-39454** **Precinct #2 24. B.**

**CC REGULAR**

**Meeting Date:** 07/09/2013

**Submitted For:** Agapito Vargas **Submitted By:** Angela Garcia, COMM. PCT. #2

**Department:** COMM. PCT. #2

## Information

**CAPTION**

1. Approval of Resolution by the County of Hidalgo to enter into a Project Sponsoring Agreement with the Texas Department of Transportation for the review of environmental documents developed by Hidalgo County Pct. #2 for the Dicker Road Project (23rd St. to Jackson Road).

2. In Accordance with Section 791.014 of the Texas Government Code, requesting approval to serve as project sponsor for a highway project and prepare an environmental review document.

3. Approval of interlocal agreement between The Texas Dept. of Transportation and The County of Hidalgo for the Dicker Road Project.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1200-431-00-122-062-0-731

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

**BUDGETARY IMPACT:**

Available balance as of 7-1-13 $105,223.79

## Attachments

Resolution

int

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/27/2013 10:18 AM |
| Manuel Chapa | Manuel Chapa | 07/01/2013 03:35 PM |
| Purchasing Department | Monica Badillo | 07/02/2013 05:15 PM |

Form Started By: Angela Garcia Started On: 06/26/2013 04:59 PM

Final Approval Date: 07/02/2013

# RESOLUTION

## A RESOLUTION BY THE COUNTY OF HIDALGO ENTERING INTO A PROJECT SPONSORING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE REVIEW OF ENVIRONMENTAL DOCUMENTS DEVELOPED BY HIDALGO COUNTY PRECINCT NO. 2 FOR THE DICKER ROAD PROJECT FROM 23RD STREET TO JACKSON ROAD AND PAY A FEE FOR THE REVIEW OF THE ABOVE MENTION DOCUMENT TO PAY A FEE TO THE STATE IN THE AMOUNT ESTABLISHED UNDER §2.46 OF 43 T.A.C., CHAPTER 2.

**WHEREAS, THE COMMISSIONERS COURT OF THE COUNTY OF HIDALGO** is aware that there are limited funds available to enhance and construct public roadway infrastructure and provide necessary and

**WHEREAS**, the opportunity exists to receive FHWA and/or TXDOT funding to improve and construct public infrastructure roadway improvements; and

**WHEREAS**, the Commissioners Court finds that these funds would enhance accessibility and delivery of services to the community; and

**WHEREAS**, the County of Hidalgo Commissioners Court accepts and enters into an agreement with the Texas Department of Transportation; and

**WHEREAS**, the County of Hidalgo Commissioners Court agrees hereby authorizes the issuance of a check in the amount of $1,300.00 as required by the Project Sponsoring Agreement and as identified in Attachment B, Budget; and

**NOW, THERFORE, BE IT RESOLVED BY THE COUNTY COMMISSIONERS COURT OF THE COUNTY OF HIDALGO, TEXAS PASSED AND APPROVED, this RESOLUTION** by the County Commissioners Court of Hidalgo.

**PASSED AND APPROVED, THIS DAY BY THE County Commissioner's Court of Hidalgo.**

_____

**Ramon Garcia, County Judge**

_____

**Arturo Guajardo, Jr., County Clerk Hidalgo County**

**Project Sponsor's Agreement Concerning**
**Environmental Documentation Relating**
**To a Highway Project**

**Contract Services Transmittal Form**

| | |
|---|---|
| From:<br><br>Pharr District | Contact Person: Monica Perez, P.E.<br><br>Phone No.: (956)702.6236 |
| Subject: **Review of environmental documents for Dicker Road project** | |
| Other Entity: **County of Hidalgo** | Additional fee to be paid: **$1,300.00** |
| Are any federal funds used in this contract? Yes | |
| Is the other party to this contract a county? Yes__X__ No _____<br><br>A resolution from the governing body (i.e. commissioner's court, city council) must be included as Attachment D. | |
| Was the standard format of this interlocal or amendment modified? Yes _____ No __X___<br><br>If modified, date of Contract Services approval:_____<br><br>Modifications made are as follows: | |

**STATE OF TEXAS §**

**COUNTY OF TRAVIS §**

**PROJECT SPONSOR'S AGREEMENT**
**CONCERNING ENVIRONMENTAL**
**DOCUMENTATION RELATING TO A HIGHWAY PROJECT**

**THIS CONTRACT** is entered into by the Contracting Parties under Government Code, Chapter 791 and Transportation Code, Section 201.761.

## I. CONTRACTING PARTIES:

| | |
|---|---|
| The Texas Department of Transportation | The State |
| County of Hidalgo | Local Government (Sponsor) |

## II. PURPOSE

Allows for the optional payment of a fee by the Local Government to cover the cost to review an environmental review document or, Categorical exclusion (CE) / Blanket categorical exclusion), (BCE) / or Programmatic categorical exclusion (PCE) documentation relating to a highway project.

## III. STATEMENT OF SERVICES TO BE PERFORMED

TxDOT and the Local Government will undertake and perform the responsibilities described in **Attachment A**, Responsibilities of the Parties.

## IV. CONTRACT PAYMENT

The total amount of payments under this contract is **$1,300.00** and shall conform to the provisions of **Attachment B**, Budget, unless additional fees are required to be paid by the Local Government because of an increase in the State's costs or for additional documentation review by the State.

## V. TERM OF CONTRACT

This contract begins when fully executed by both parties and terminates on the occurrence of either of the following: The State renders an environmental decision or this agreement is otherwise terminated as provided for in this Agreement.

## VI. LEGAL AUTHORITY

**THE PARTIES** certify that the services provided under this contract are services that are properly within the legal authority of the Contracting Parties and provided for by 43 TAC Chapter 2.

The governing body, by resolution or ordinance, dated _____, has authorized the Local Government to obligate itself for making payment and is described in **Attachment D** and so identifies the highway project.

This contract incorporates the provisions of **Attachment A,** Responsibilities of the Parties**, Attachment B,** Budget**, Attachment C,** General Terms and Conditions, and **Attachment D,** Resolution or Ordinance.

**FOR THE LOCAL GOVERNMENT**

**COUNTY OF HIDALGO**

By _____ Date _____
AUTHORIZED SIGNATURE

_____
TYPED OR PRINTED NAME

Title _____

**FOR THE STATE OF TEXAS**
Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
Janice Mullenix
Director of Contract Services

# ATTACHMENT A

## Responsibilities of the Parties

The Local Government agrees:

1. To serve as project sponsor for a highway project.
2. To prepare an environmental review document or CE/BCE/PCE documentation for a highway project.
3. To pay a fee to the State in the amount established under §2.46 of 43 T.A.C., Chapter 2, relating to Optional Payment of Fee by Local Government, to cover the cost to review an environmental review document or CE/BCE/PCE documentation.
4. To execute the finalized scope contemplated by 43 TAC, Chapter 2, before the State executes the scope.
5. To pay the State for increases above the amount of the fee paid after receipt of an invoice from the State showing the increase.
6. Pay an additional fee for a new review by the State if conditions change to such a degree that the environmental review documents would be different after the passage of time.

The State agrees:

1. To perform the necessary review of environmental documents submitted by the Local Government as a part of the project, or employ a consultant to carry out the review.
2. To provide a contact person for the Local Government at the appropriate TxDOT District office.
3. To receive the optional payment when tendered by the Local Government.
4. To calculate optional fees for review of environmental review documents if the Local Governments requests it.
5. To provide cost estimates for optional fee to the Local Government if they request them.
6. To review and approve project scopes.
7. To sign the scope contemplated by the TAC within sixty (60) calendar days after initial receipt of fee.
8. To revise any optional fee amount paid, which as a result of scope change, affects the cost of the review.
9. To provide notice to the Local Government when the review costs change.
    a. If the actual cost is more than the fee collected, the State will submit an invoice for the difference to the Local Government.
    b. If the fee collected is in excess of the actual costs, the State will refund the excess to the Local Government.
10. Not to charge indirect costs to the Local Government under this agreement.
11. To deposit the fee paid in the States Highway fund and will use the fee to pay cost or costs incurred for review of environmental documentation.

# ATTACHMENT B

## Budget

The following table provides an estimate of the actual cost of reviewing a CE environmental document by the Texas Department of Transportation's Environmental Division. The costs are contingent on the completeness and quality of the document (see below regarding recalculation of fees).

| **Task** | **Cost ($)** |
|---|---|
| Project processing/delivery | 270.00 |
| NEPA Review | 434.00 |
| Air Quality Review | 110.00 |
| Noise Compliance Review | 216.00 |
| Community Impacts and Indirect/Cumulative Impacts Review | 270.00 |
| **Total** | **1,300.00** |

The rules governing the Optional Payment of Fee by a Local Government for the review of an environmental document are provided in 43 Tex. Admin. Code §2.46 (a-g). The rules allow for a recalculation of the fee (in 43 Tex. Admin. Code §2.46 [g]) in the event the actual cost of reviewing the document is more than fee collected, necessitating additional payment by the local government. If the fee collected is in excess of the actual cost of reviewing the document, the excess funds paid by the local government will be returned.

# ATTACHMENT C

## General Terms and Conditions

**Article 1. Amendments**
This contract may only be amended by written agreement executed by both parties before the contract is terminated.

**Article 2. Conflicts Between Agreements**
If the terms of this contract conflict with the terms of any other contract between the parties, the most recent contract shall prevail.

**Article 3. Disputes**
TxDOT shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered in support of contract services.

**Article 4. Ownership of Equipment**
Except to the extent that a specific provision of this contract states to the contrary, all equipment purchased by TxDOT under this contract shall be owned by TxDOT.

**Article 5. Termination**
This contract terminates at the end of the contract term, when all services and obligations contained in this contract have been satisfactorily completed, by mutual written agreement, or 30 days after either party gives notice to the other party, whichever occurs first.

**Article 6. Gratuities**
Any person who is doing business with or who reasonably speaking may do business with TxDOT under this contract may not make any offer of benefits, gifts, or favors to employees of TxDOT. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Executive Director of the Texas Department of Transportation.

**Article 7. Responsibilities of the Parties**
Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

**Article 8. Compliance with Laws**
The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement.

**Article 9. State Auditor's Provision**
The state auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the 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.

**Article 10. Signatory Warranty**
Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

# ATTACHMENT D

## Resolution or Ordinance

**AI-39287** **Precinct #3 25. A.**

**CC REGULAR**

**Meeting Date:** 07/09/2013

**Submitted By:** Norma Ceballos, COMM. PCT. #3

**Department:** COMM. PCT. #3

## Information

### CAPTION

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

| Vendor | Invoice # | Amount |
|---|---|---|
| Radio Shack | 203446 | 23.49 |

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1100-452-00-123-008-0-601

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

**BUDGETARY IMPACT:**

Funding available as of 6-20-13

## Attachments

Backup Info

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 06/19/2013 03:19 PM |
| Manuel Chapa | Manuel Chapa | 06/27/2013 03:14 PM |
| Purchasing Department | Monica Badillo | 07/02/2013 05:15 PM |

Form Started By: Norma Ceballos Started On: 06/17/2013 02:48 PM

Final Approval Date: 07/02/2013

SIGNATURE_____

R#_____

PO# 675850

# ORIGINAL INVOICE

FEDID # 75-1047710

REFER TO THIS INVOICE NUMBER AND YOUR ACCOUNT NUMBER ON REMITTANCE OR ANY CORRESPONDENCE

**RadioShack** COMMERCIAL, EDUCATION AND GOVERNMENT SALES

| UNIT NUMBER | UNIT LOCATION | CITY /STATE |
|---|---|---|
| 07-6100 | | |

PAGE 1 OF 1

INVOICE # : 203446

P.O. # 675850

| INVOICE DATE | CUSTOMER ORDER # | CUSTOMER ACCOUNT # | AUTHORIZATION | DATE SHIPPED | SHIPPED VIA |
|---|---|---|---|---|---|
| 06/16/2012 | 2606884801 | 00010600094629 | 8563296 | | |

**SOLD TO**

HIDALGO COUNTY PRECINCT THREE
PO BOX 607

MISSION, TX 78573

**SHIP TO:**

HIDALGO CO. PCT 3
724 N. BREVFOGLE

MISSION, TX 78574

| STOCK # | DESCRIPTION/SERIAL NUMBER | QTY ORDERED | QTY SHIPPED | QTY BACKORDER | PRICE | AMOUNT |
|---|---|---|---|---|---|---|
| 01-4308288 | 1HS VTECH | 1 | 1 | 0 | $19.99 | $19.99 |

| | |
|---|---|
| SHIPPING/HANDLING | $3.50 |
| SERVICE PLAN OPTIONS | |
| SUBTOTAL | $23.49 |
| SALES TAX | $0.00 |
| INVOICE TOTAL | $23.49 |

RECEIVED BY: RADIOSHACK COMMERCIAL SALES DIVISION

IF NOT TAXED, SHOW EXEMPT NUMBER HERE: NA

ORDERED BY:

CONTACT TELEPHONE NUMBER:

TERMS: DUE 30 DAYS FROM INVOICE DATE

Please see the enclosed page for our standard Terms and Conditions of Sale*.

**PAY FROM THIS INVOICE:** Please send your check paying this account to RADIOSHACK, PO BOX 848549, DALLAS TX 75284-8549

## Thank You for Your Order! To Re-Order, Please Call Us At 1-800-442-7221

We're dedicated to quality customer service. Please contact us at the number below if we may be of service.

**OUR RETURNS POLICY**

Most merchandise may be returned for exchange or refund for a period of 30 days from the date of our shipment to you. Merchandise must be returned in new and resalable condition, in original cartons with original packing, accessories, guarantees and instructions and must be accompanied by a completed Returns Form. Cut-to-length wire and cable are not refundable. Opened or unsealed semiconductors are not refundable. Defective software may be exchanged for the same title within 30 days from the date of shipment to you. Opened software that is not defective may not be returned. Kits are shipped in manufacturer-sealed packages. We will not accept returns of any kits that have been opened. Please refer to the manufacturer's return policy or warranty for kits that are defective or have missing parts. Lease transactions are covered by the lease agreements.

*Your purchase and this returns policy is subject to the terms and conditions of your sales agreement. See your sales agreement for more details.

Ver 11.00

INVOICE RECEIVED BY: [signature]
ON 6-17-13

GOODS/SERVICES RECEIVED BY [signature]
ON 6/17/12.

Still outstanding

[redacted]-1100-452-00-123-008-0

3 [redacted]-1100-452-00-123-008-0- 60

6/13/2013 12:09 PM RadioShack -> 19562057049 5 of 7

COUNTY COMMISSIONER PRECINCT 3
County of Hidalgo

Joe M. Flores
County Commissioner Pct. No. 3

To Whom It May Concern:

On May 29, 2012 we placed an order for a V-tech phone through Radioshack for the Anzadula's Park. After getting the P.O. from the purchasing department we gave the actual P.O. to Gerardo Flores which later on that day he took to Radioshack to pick up the product. Once he was given the product he than gave the invoice to Elva Borrego and in August of 2012 a check was sent off to pay for this product. Where the problem happened was that somehow during the time we were picking up the product ourselves from the actual store itself there was another order sent in for the same product from Edinburg to the actual corporation in Dallas, TX. So when that happened we got a duplicate order for that same product we had already received at the store in the mail. Since the duplicate order wasn't sent back in before there 30 day policy we now owe the balance they are reflecting in there statement for our department.

Thank you,

Victor Ocampo

Office: (956) 585-4509 • Fax: (956) 205-7009
724 N. Breyfogle • Mission, Texas 78574

# Purchase Order

# COUNTY OF HIDALGO

PO#: 675850

DATE: 05/29/12

Page No 1 Of 1

VENDOR: 29564 REQ:00216840

Email:

Phone:

RADIOSHACK CORPORATION
P.O. BOX 961090
FORT WORTH TX 76161-5000

Vendor Acct:

BUYER:

SHIP TO: HIDALGO CO. PCT 3
724 N. BREYFOGLE
MISSION TX 78574

CONTACT:

SITE: COMMISSIONER, PRECINCT 3

Special Instructions:

Contract No:

R 2385

VENDOR NOTES:

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

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | DO NOT DUPLICATE ORDER | | |
| | | APPROVED BY SERGIO SAENZ | | |
| 1 | EACH | OM ITEM# 4300095 1HS VTECH wireless office phone PHONE 43-095 | 19.99 | 19.99 |
| | | THIS ITEM IS GOING TO BE USED BY THE EMPLOYEES AT THE ANZADULAS PARK WHEN NEEDED | | |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |
| | | Total | | 19.99 |

**********

For Hidalgo County use only

2-1100-452-00-123-008-0-601 19.99

Approved

25088546
0001000009462 9

NOR QUALITY

+ 3.50

* Please set up NET30 Accounts Thanks
Marianne Aldrete X53965

78573 zipcode

Authorized by: Maritza L. Salazar

**AI-39297** **Budget and Management 26. A.**

**CC REGULAR**

**Meeting Date:** 07/09/2013

**Submitted By:** Rolando Garcia, BUDGET & MANAGEMENT

**Department:** BUDGET & MANAGEMENT

## Information

**CAPTION**

Discussion and action of Economically Disadvantaged County (EDC) Program Application and Affidavit for FM 2220 from Mile 5 to FM 1924 - CSJ: 2094-01-038

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:**

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

**BUDGETARY IMPACT:**

No Fiscal Impact at this time - EDC Application Only.

## Attachments

TxDOT Letter

Affidavit

Application - Informational Only

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Roland Garcia (Originator) | Obdett Calzada | 07/02/2013 09:07 AM |
| Budget & Management | Obdett Calzada | 07/02/2013 09:14 AM |
| Obdett Calzada | Obdett Calzada | 07/02/2013 09:14 AM |
| Purchasing Department | Monica Badillo | 07/02/2013 05:15 PM |

Form Started By: Rolando Garcia Started On: 06/18/2013 10:24 AM

Final Approval Date: 07/02/2013

Texas Department of Transportation
PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

March 26, 2013

The Honorable Ramon Garcia
County Judge, Hidalgo County
P.O. Box 1356
Edinburg, Texas 78540

**RE: Economically Disadvantaged County (EDC) Program Application**
**FM 2220 from Mile 5 to FM 1924**
**CSJ: 2094-01-038**

Dear Judge Garcia:

Attached for your review and consideration is a partially completed Economically Disadvantaged County (EDC) Program Application and an Affidavit for the subject project. If the County is interested in applying for the EDC reduction, please complete the affidavit and return it to the attention of Mr. Homer Bazan, Jr., our Director of Transportation Planning and Development, at the above address for further processing.

Should you have any questions or need additional information please contact Mr. Bazan or me at (956) 702-6100.

Sincerely,

Mario R. Jorge, P.E.
Pharr District Engineer

Received By 4-2-13 Date

Attachments

cc: Jody Ellington, P.E., Deputy District Engineer
Homer Bazan, Jr., P.E., Director of Transportation Planning and Development
Valente Olivarez, P.E, Pharr Area Engineer
Atidio Garza, P.E., Project Manager
Project File

# AFFIDAVIT

The State of Texas,
County of _____

Before me, _____, a notary public in and for the State of Texas, on this day personally appeared _____, who being by me duly sworn, upon oath says:

I, _____, representing the city / county of _____, having been duly elected on _____ and having served continuously since that time, certify in my official capacity that, to the best of my knowledge, the information contained in this application is true and correct.

_____ _____

Signature Date

Subscribed and sworn to before me, by the said _____, this _____ day of _____, _____, to certify which witness my hand and seal of office.

My commission expires _____, _____.

_____

Official Signature

_____

Printed or stamped name of Notary

# FY 2013 ECONOMICALLY DISADVANTAGED COUNTIES PROGRAM INFORMATION SHEET

**COUNTY** Hidalgo **APPLICANT** Hidalgo County

**District Contact Information**

**Name:** Maricela Salinas **Telephone:** 956.702.6352

If the project is an **"OFF-SYSTEM"** project, is the project in the Unified Transportation Program (UTP) and have a local funding agreement in place, or in a District Bank Balance Program?

**(Circle as appropriate)** YES **or** NO

If the applicant is a **CITY** within an eligible county, please answer the two following questions:

# 1 Economic Development Sales Tax? **(Circle as appropriate)** YES or NO

# 2 Population ( **2010** Census)? _____

**PROJECT INFORMATION**

| | |
|---|---|
| **UTP PRIORITY STATUS:** | **CON** |
| **CSJ:** | **2094-01-038** |
| **ESTIMATED LETTING DATE** | **Nov. 2014** |

**On-System? ( Circle as appropriate)** YES or NO

**LOCATION AND LIMITS - Give highway number with limits from and to**

**FM 2220 from Mile 5 to FM 1924**

**PROJECT SCOPE- Give type of work**

**Widen to 4 Lane**

**ADJUSTMENT RATIONAL- Give reason why the adjustment is needed**

**Hidalgo County is marked with high unemployment & proverty rates, the highest in the state of Texas. Meeting the basic needs of the County along with addressing the infrastructure demands place a heavy burden on the County budget. We therefore are requesting a reduction in the required match for this project.**

**ANTICIPATED PROJECT COST BREAKDOWN OF ELIGIBLE COMPONENTS**

**Total Adjustment -** 83

| 1. Project Component | 2. Est. Total Cost ($) | 3. Local Participation (%) | | 4. Est. Required Local Match ($) | 5. Local Participation After Adjustment ($) |
|---|---|---|---|---|---|
| Right of Way | $1,145,000 | 10% | | $114,500 | $19,465 |
| | | | | $0 | $0 |
| | | | | $0 | $0 |
| | | | | $0 | $0 |
| TOTAL | $1,145,000 | | | $114,500 | $19,465 |

**Approved by** _____ **Date** _____

**AI-39516** **Budget and Management 26. B.**

**CC REGULAR**

**Meeting Date:** 07/09/2013

**Submitted By:** Sergio Cruz, BUDGET & MANAGEMENT

**Department:** BUDGET & MANAGEMENT

## Information

### CAPTION

Approval of Resolution Authorizing Termination of Paying Agent/Registrar Services and Approving New Paying Agent/Registrar for the County of Hidalgo Outstanding Obligations and Approving Other Matters Incident Thereto.

### BACKGROUND

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 07/02/2013 03:11 PM |
| Auditor's Office | Obdett Calzada | 07/02/2013 03:12 PM |
| Olga Garza | Olga Garza | 07/02/2013 04:35 PM |
| Purchasing Department | Monica Badillo | 07/02/2013 05:15 PM |

Form Started By: Sergio Cruz Started On: 07/02/2013 02:02 PM

Final Approval Date: 07/02/2013

**AI-39234** **Purchasing Department 27. A. 1.**

**CC REGULAR**

**Meeting Date:** 07/09/2013

**Submitted For:** Martha L. Salazar **Submitted By:** Yolanda Velasquez, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

### CAPTION

Requesting authority to advertise and approval of procurement packet (i.e., specifications - requirements, legal notice, revised insurance requirements and draft contract etc.) as attached hereto for - Hidalgo County - Constable Precinct 4- Security Guard Services- RFB 2013-100-07-24-YZV". Including the authority to re-advertise project in the event that no bids are received and/or are rejected and project is still required.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1100-415-00-115-002-0-350

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

**BUDGETARY IMPACT:**

Available balance as of 7-1-13 $6,078.83
On an as needed basis

## Attachments

RFB Packet-2013-100
Contstable OK of Packet
LEGALS OK OF CONTRACT

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Darlene Betancourt | 06/27/2013 02:00 PM |
| Budget & Management | Obdett Calzada | 06/27/2013 02:43 PM |
| Manuel Chapa | Manuel Chapa | 07/01/2013 02:49 PM |
| Auditor's Office | Monica Badillo | 07/02/2013 05:15 PM |

Form Started By: Yolanda Velasquez Started On: 06/13/2013 09:42 AM

Final Approval Date: 07/02/2013

| Bid No: 2013-100-07-24-YZV | Buyer: Yolanda Velasquez | Tel. No: (956) 318-2626 Ext. 4881 |
|---|---|---|

# REQUEST FOR BIDS

## HIDALGO COUNTY

## *"Security Guard Services"*

## BID OPENING DATE: July 24, 2013 @ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for *"Hidalgo County-Security Guard Services"* in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and Three (3) copies** of all bids are required with the bidder's name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: *Bid-2013-100-07-24-YZV -Hidalgo County-SECURITY GUARD SERVICES* and in County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy., 281, New Administration Building, Edinburg, Texas, *on or before 9:30 A.M., Wednesday, July 24, 2013.*

   **NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO** *RFB No.2013-100-07-24-YZV-Hidalgo County-"SECURITY GUARD SERVICES"*

   Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models

of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract Number (if any)
  d) Notation - *"Hidalgo County SECURITY GUARD SERVICES"* 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:

Elizabeth Cano, Accounts Payable Supervisor
Hidalgo County Auditor's Office
2808 S. Business Hwy 281
Edinburg, Tx 78539
(956) 318-2511

**17. SCHEDULE OF EVENTS**

| | |
|---|---|
| **Pre-Bid Conference-10:00AM** | **2013** |
| **Bid Opening, 9:30 AM** | **July 24, 2013** |
| Award of Contract | _____,2013 |
| Commence Work or Deliver Products | _____,2013 |

**18. ~~BID OR PERFORMANCE BOND AND~~ DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT:~~**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST**

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

26. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

27. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
**HIDALGO COUNTY**
**"Security Guard Services**"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical address: 2802 S. Business Hwy. 281-New Administration Building
Mailing address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

# EXHIBIT "A"
# Specifications/Requirements

Hidalgo County

**"Security Guard Services"**

RFB No.: **2013-100-07-24-YZV**

NIGP Commodity Code No.: 990-46 Security Guard Services

The intention of this "Request for Bids (RFB) is to obtain the services of a qualified contractor to provide **Security Guard Officers** to perform **"Armed and Unarmed Security Services"** at various locations indicated herein for Hidalgo County on an "**as needed basis".** Services will be required Monday thru Sunday; hours will be determined by Assignee and/or location. Sealed bids will be received until **9:30 A.M., Wednesday, July 24, 2013. ANY RFB RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED**

## SPECIFICATIONS:

a) **SCOPE OF SERVICES:** Bidder(s) will be required to provide security guard services under direction of Hidalgo County Constable Precinct No. 4- for several locations involved in this project. Security Guard Services will be: Monday-Sunday. Times will be designated by need and location.

b) **BIDDER(S) RESPONSIBILITY:** Shall furnish all necessary labor, supervision, uniforms, and equipment in accordance with the provision, terms and conditions set forth in RFB.

c) **POINT OF CONTACT** (POC) for designation of assignment(s) for Hidalgo County-Security Guard Services will be the following department:

Hidalgo County Constable Precinct 4
Tel: (956)383-8560
POC: Joel Rivera, Chief Deputy
2814 S. Business Hwy. 281
Edinburg, TX 78539

d) **RESPONDING AND REPORTING:** Assigned security guard personnel shall respond to emergencies of every variety requiring immediate action or assistance. Assigned security guard personnel shall call for assistance (911) when necessary. Assigned security guard personnel shall report all emergencies to the designated emergency responder(s) as instructed by County department.

e) **INCIDENT REPORTS:** Bidder(s) shall furnish a written report for each incident of injury within twenty-four (24) hours of the incident, security and/or law violation to the facility site supervisor and Risk Manager. The bidder(s) shall outline a clear chain of command for the submittal of complaints and shall designate a point of contact (POC) available to Hidalgo County.

f) **24 HOUR COMMUNICATIONS CAPABILITY:** Bidder shall maintain a 24-hour communications center.

g) **SECURITY GUARD DUTIES:**

- Monitory admittance of personnel and authorized visitors to County facilities/parking lots.
- Making rounds of inspection to determine that fences, gates, doors and windows are properly closed and/or locked or otherwise properly secured.
- Upon arrival at worksite, security officer(s) are to make contact with a member of Management/Supervisor on duty to announce his/her arrival for duty.
- The security officer(s) are to arrive on time and leave at their scheduled time.
- The security officer(s) are to arrive fully uniformed
- The security officer at the location is to remain mobile throughout the facility/parking lots and make rounds constantly and must be seen going in and out of facility and observing the parking lot
- Report any incidents hazards fire hazards; rubbish accumulations, blocked passageways, faulty equipment, property damage or lights not functioning correctly.
- The security officer(s) must be always be courteous to all cliental, citizens and staff that visit the facility
- The security officer(s) shall follow Safe practices at all times.
  - Watch for slippery conditions
  - Use flashlights in dark areas for visibility
  - Wear ear protection and face shield or masks in hazardous areas.
  - Use handrails and exercise special care when going up or down stairways.
  - Always keep alert, observing everything in sight or hearing
  - Be especially watchful at night for suspicious activity.
- The security officer(s) are to be sure that there are no vehicles parked in the fire or no parking zone and disabled parking space. Any vehicles found in the locations are to be reported.
- Turning light ON and OFF as necessary.
- Investigating unusual or suspicious conditions.
- Preventing trespass on, damage to, or theft of County property.
- Inspecting parking areas.
- Enforcing Security regulations.
- Interacting in a professional manner with the public and/or County Staff..
- Responding to emergencies and/or alarms.
- Screening and documenting County personnel and local authorities when emergencies occur.
- Reporting any dishonest or criminal act committed on County premises by County personnel or other persons.
- Jury –monitor parking lot to prevent unauthorized parking
- Provide security for Hidalgo County Commissioner's Court

Failure of the security guard to be at his/her designated post at the appropriate time, continuously sitting inside County designated locations/departments and/or his/her personal vehicle and not properly walking in an alert manner the different floors/perimeters of the facilities/grounds, sleeping while on duty, continuously on the phone and/or in depth/lengthy conversations with patrons/staff or others shall be interpreted by the county as a substantial breach of contract by the bidder.

h) **COOPERATION WITH LAW ENFORCEMENT:** Bidder and assigned security guard personnel shall cooperate with any and/or all law enforcement agency.

i) **DAILY FIELD ACTIVIY REPORT:** Security guard on each shift at each Hidalgo County facility shall maintain a daily field activity report, summarizing the significant events that occurred during that shift. A copy of such reports shall be delivered to the facility site supervisor upon request.

j) **ADDITIONAL/REPLACEMENT PERSONNEL:** Bidder shall provide additional personnel upon twenty-four (24) hours advance notice at the contracted rate. Bidder shall assure the County that Bidder will maintain a reasonable number of trained backup personnel ready to assume assignment at Hidalgo County locations upon request by the County. Bidder shall provide certification of any additional personnel or replacement guards prior to assigning such guards to any County facility(ies). The bidder shall be notified by the affected department representative and the Bidder shall be expected to provide a replacement guard within one (1) hour from this notification.

k) **SCHEDULES:** A normal work schedule shall be Monday through Friday, no less than seven (7) hour shifts. Other schedules may be required by the County in these cases, the selected bidder must meet the County's needs (more or less than the standard seven (7) hour shift) In addition, weekend days and/or twenty-four, seven day(s) a week schedules may be required by some departments.

l) **EMERGENCIES:** The County has the option of declaring any needed work to be an emergency. For emergency point of contact, the Bidder shall provide a contact person and a telephone number available twenty-four (24) hours a day, seven (7) days a week. **The Bidder, when (and if) directed to provide an emergency response, shall have staff on-site providing services within two (2) hours of initial notification that services are needed.**

m) **SHIFTS:** The County of Hidalgo shall expect the assigned security guard to report to their supervisor/home office that they are at their respective posts. Failure of the security guard to call in a timely manner, should automatically alert the supervisor/home office of the security guard(s) absence and arrangements should then be made to expediently send a replacement guard.

n) **DOUBLE SHIFTS:** Contracted security guards shall not work more than twelve (12) hours in any twenty-four (24) hour periods. Similarly, security guards with more than one job shall not accumulate more than twelve (12) working hours in any twenty-four (24) hour period. The County of Hidalgo reserves the right to contract with other agency(ies) if the Service Provider on Contract is not able to meet/satisfy the department(s) immediate need for Security Guard Services.

o) **EXCESSIVE TURNOVER:** Excessive turnover of guards will not be tolerated and may be cause for termination of the contract.

p) **USE OF COUNTY EQUIPMENT:** At no time shall assigned personnel use certain facilities, County telephones, County computers, fleet units or other equipment for non-County or personal business without prior approval by the facility site supervisor. Unauthorized use of any County equipment may be cause to terminate the guard from County assignment.

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q) **PERFORMANCE:** Poor performance will not be tolerated. The County reserves the right to refuse or reject any person assigned under the contract either with or without cause. If a person is removed from County facility at the request of the county, that person is not to be re-assigned to another County facility without first advising that facility site supervisor of the person's previous assignment and the reasons for his/her removal.

Bidder and all security personnel must be licensed by the appropriate state and/or federal agencies. Security personnel must be licensed and trained to carry firearms.

r) Bidder must assign officers as needed and be prepared to provide replacements during illness, vacations and given meal breaks.

s) Bidder will be required to indemnify and save Hidalgo County harmless from all claims, damages and liability arising from the activities or omissions of Contractor in performing the services described in this Request for Bids.

t) Bidder will be ready to commit and activate any or additional security services in an event of an **"Emergency Disaster"** which "Emergency" may include power outages, riots, civil disobedience, etc., and **"Disasters"** will be acts of God such as hurricanes, floods, tornados, etc.

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**REQUIREMENTS:**

UNDERSTANDING OF THE PROJECT**:**
Bidder must provide uniformed, armed and unarmed security guard services to ensure an orderly and safe environment at various locations and/or sites throughout Hidalgo County on an as needed basis. Hidalgo County has the option to add or delete additional sites and/or locations.

**UNARMED SECURITY OFFICERS:** Security officers must have been previously employed as a private security officer, law enforcement officer or member of the US military for a period at least one (1) year prior to assignment to Hidalgo County and provide a copy of officers TPSB license within five (5) days from request by the County.

**ARMED SECURITY OFFICERS:** Armed Security officers will have the same qualifications as Unarmed Security officers, but will also be licensed by the State of Texas to carry a firearm.

**WORK SCHEDULES/LOCATIONS:**

| LOCATION/SITE | | TIME/DAYS | UNARMED Security Officer | ARMED Security Officer |
|---|---|---|---|---|
| 1. | Courthouse square<br>Parking Lot Square<br>100 N. Closner<br>Edinburg, Tx | **Monday – Friday 7:00 a.m. to 6:00 p.m.** | 1 | no |
| 2. | Administration Annex<br>100 E.Cano<br>Edinburg, Tx | Monday-Friday 7:00 a.m. to 7:00 p.m. | 1 | no |
| 3. | 430th District Court<br>(Hon. Israel Ramon, Jr) parking lot<br>111 S. 9th street<br>Edinburg, Tx | Monday-Friday 7:00 a.m. to 6:00 p.m. | no | 1 |
| 4. | San Carlos Warehouse<br>E. 17 & 6th Street<br>San Carlos | Monday – Friday 7 p.m. to 7 a.m.<br>Saturday, Sunday and Holidays 24/hr | no | 1 |
| 5. | Hidalgo County<br>Commissioner's Court<br>Edinburg, Texas | Tuesday (or as scheduled) 7:30 a.m. to 2:30 p.m. | 1 | no |
| 6. | Jury parking (Courthouse square) | **Mondays or as scheduled an additional officer is needed from 7:00 a.m. to 2:00 p.m. –Hidalgo Co. Constable Pct. 4 Office will require an additional guard** | 1 | no |
| 7. | Tax Office<br>2804 US Hwy 281<br>Edinburg, TX 78539 | **Monday – Friday 7:30 a.m. to 5:30 p.m.** | 1 | no |

**LICENSE AND PERMITS:** The Bidder shall be a company engaged in the business of providing security guard service for a minimum of five (5) year. Bidder must be an agency licensed and bonded by the proper authority in the State of Texas that regulated this type of work and shall be in good standing with the Private Security Bureau of the Texas Department of Public Safety and having current licenses and permits for all security guard personnel as mandated by local, state, and federal requirements. Bidder must submit satisfactory proof of their necessary licensing and bonding to certify that their agency is in good standing with State authority. It shall be the responsibility of the Bidder to meet all applicable federal and/or state laws and safety requirements while engaged in providing security guard services to any designated County

facility. **BIDDER SHALL BE REQUIRED TO PROVIDE PROOF OF PROPER LICENSING FOR ALL SECURITY GUARDS TO BE ASSIGNED TO PROVIDE SECURITY GUARD SERVICE TO THE COUNTY OF HIDALGO.**

**INSURANCE REQUIREMENTS:** Vendor(s) will provide and maintain all the required Insurance and/or Bonds as described and listed in: **Insurance Requirements: See Exhibit "C" attached hereto.**

**SECURITY OFFICERS:** Must have current licenses and permits as mandated by local, state and federal requirements.

**RULES OF CONDUCT:** The security officer(s) is to display a professional manner at all times without exception. Exercise courtesy, tact and diplomacy in daily contact with the public and staff.

**UNIFORMS AND EQUIPMENT:** Bidder shall provide uniforms to employees who are assigned to work on the contract at no additional expense to the County.

**BID RATE:** Bidder submitted shall be on a **"PER HOURLY RATE PER DAY"** for armed and unarmed security officers.

**PAYMENT:** Each Guard reporting for duty shall be required to clock in at time of arrival and is required to clock out at time of departure. Bidder shall be required to invoice each individual department on a weekly basis.

All time sheets shall be turned in once (1) a week, the selected bidder shall only be compensated for confirmed (actual) hours worked. All invoices along with properly documented time sheets shall be turned in every Monday.

**PROCESSING TIME FOR PAYMENT:** Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

**PAST PERFORMANCE:** Past performance will be a factor that the County of Hidalgo will take into consideration in this RFB.

**FAILURE TO PROVIDE SERVICES:** Bidders are advised that failure to provide the services within time frame(s) allowed (after receipt of order for service by fax, mail, email or by telephone order), shall be ground for termination of contract. In the case of termination, written notice shall be given to the successful bidder and complete contract shall be terminated.

**METHOD OF AWARD**

Hidalgo County will consider many factors, of which **price** is only one factor. Factors listed are of importance in determining award of bid. Vendors must submit the following:

1. Per Hourly Rate Per Day on bid page.
2. Insurance Certification;
3. Ability to meet all requirements of the bid;
4. Competence, knowledge and experience of the security officers that will be providing the services.

Hidalgo County reserves the right to reject any bids which does not provide satisfactory evidence of state licensing of Contractor and evidence of Contractor's status as a bonded provider of security services.

## GENERAL TERMS AND CONDITIONS

1. The initial term of the contract shall be for one (1) year period two (2) additional one (1) year terms under the same rates terms and conditions.

2. The County's further has the option to extend an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3. Any contract awarded 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 day's written notice prior to cancellation.

4. The successful bidder may not subcontract the award without the written consent of the commissioners' Court of Hidalgo County.

5. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

6. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

7. Hidalgo County reserves the right to award this contract to more than one (1) vendor at the County's discretion.

8. All costs and expenses associated with the preparation and submission of all (bids, proposals, statements of qualifications (RFQ) and quotes ) shall be the responsibility of the vendor and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

9. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

10. 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.

**ADDITIONAL INFORMATION:** Hidalgo County is requesting that request for bids are routed to Martha L. Salazar, CPPB, Purchasing Agent, at 2802 South Business Hwy 281, New Administration Building, Edinburg, Texas 78539. All inquires must be directed to Hidalgo County Purchasing Agent, Martha L. Salazar. All responses will be distributed through Hidalgo County Purchasing Department. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE (956) 318-2629 or via email: yolanda.velasquez@co.hidalgo.tx.us NO LATER THAN** Wednesday, July 17, 2013, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, July 19, 2013.**TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**

# EXHIBIT "B"

Bid Page
HIDALGO COUNTY
**"Security Guard Services"**
BID No. 2013-100-07-24-YZV
(NIGP Commodity Code: 990-46-Security Guard Services)

Has bidder include copies of all proposed security guards background checks, drug & alcohol tests, copies of licenses and certificates and other documentation as called for in this bid? Yes_____ No_____

| Description of Security Services | | HOURLY RATE |
|---|---|---|
| UNARMED-Security Guard Officer | | $ |
| ARMED—Security Guard Officer | | $ |
| **Emergency Disasters** -(i.e. riots, power outages, etc.) and/or Disasters (i.e. hurricanes, floods, tornados etc.) | UNARMED | $ |
| | ARMED | $ |

## BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

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# EXHIBIT "C"

## Insurance Requirements
## Applicable to Security Guard Services

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Umbrella/Excess Liability: shall provide umbrella/excess coverage with limits of no less than One Million Dollars ($1,000,000.00) per occurrence.

2. Comprehensive Commercial General Liability insurance policy with limits of Five Hundred Thousand ($500,000.00) per each occurrence with One Million Dollar ($1,000,000.00) annual aggregate.

3. Automobile Liability insurance policy with limits of;

   - Three Hundred Thousand Dollars ($300,000.00) combined coverage per accident
   - Five Hundred Thousand Dollars ($500,000.00) combined coverage per accident
   - One Hundred Thousand Dollars ($100,000.00) property damage per accident
   - 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. Workers compensation insurance in amount established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et, seq.

**Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).** Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 05/24/2013

# 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**<br>☐ COMMERCIAL GENERAL LIABILITY<br>☐☐ CLAIMS MADE OCCUR<br>☐ OWNER'S & CONT. PROT<br>☐ OWNER'S PROTECTIVE LIABILITY<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY PROJECT ☐ LOC | | | | EACH OCCURRENCE<br>FIRE DAMAGE (Any one fire)<br>MED (Any one person)<br>PERS & ADV INJURY<br>AL AGGREGATE<br>DUCTS – COMP/OP AGG | $<br>$<br>$<br>$<br>$<br>$ |
| B | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ ALL OWNED AUTOS<br>☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS<br>☐ NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| | **GARAGE LIABILITY**<br>☐ ANY AUTO | | | | AUTO ONLY-EA ACCIDENT<br>OTHER THAN AUTO ONLY EA ACC<br>AGG | $<br>$<br>$ |
| C | **EXCESS LIABILITY**<br>☐ OCCUR ☐ CLAIMS MADE<br>☐ DEDUCTIBLE<br>☐ RETENTION $ | | | | EACH OCCURENCE<br>AGGREGATE | $<br>$ |
| D | **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY** | | | | WC STATU-TORY LIMITS ☐ OTHER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE-EA EMPLOYEE<br>E.L. DISEASE-POLICY LIMIT | <br>$<br>$<br>$ |
| | **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**<br>**Attn: Purchasing Department**<br>**2812 S Highway Bus. 281**<br>**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.<br>AUTHORIZED REPRESENTATIVE |

SAMPLE

# Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

**Notice to Bidder:**
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

**THIS FORM MUST ACCOMPANY BID PACKET**

# PROJECT REQUIREMENTS
# ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

**SERVICE CONTRACT**
**C-13-100-00-00**

THIS CONTRACT is made and entered into this _____ Day of_____, **2013** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____ _____("Company").

WHEREAS, Company responded to advertised notices for bids for **"Security Guard Services,** as more particularly described in Exhibit "A" (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

DRAFT

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective _____ _____and ending on _____ Hidalgo County at its sole discretion elect the option to extend the contract for two (2) - one (1) year terms at the same rates, terms and conditions and may further extend for an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services

DRAFT

and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

DRAFT

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
**Attn: County Judge**
**302 W. University Drive**
**Edinburg, Texas 78539**

If to Company _____
_____
_____

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days

DRAFT

written notice by County.

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

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

18. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

DRAFT

WITNESS our hands in duplicate originals this_____ day of _____, 2013.

**COUNTY OF HIDALGO**

**ATTEST:**

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

**COMPANY:**_____

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM:
Hidalgo County District Attorney's Office

By:_____
Josephine Ramirez Solis
Assistant District Attorney, County Affairs

APPROVED BY COMMISSIONES COURT:_____

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# EXHIBIT "A"
# REQUEST FOR BIDS (RFB)
# PROCURMENT PACKET

DRAFT

# EXHIBIT "B"
# VENDOR'S BID

DRAFT

# EXHIBIT "C"
# INSURANCE REQUIREMENTS

DRAFT

**Hidalgo County Purchasing Department**
**2812 S. Business Highway 281**
**New Administration Building**
**Edinburg, Texas 78539**
**(956) 318-2626/ Fax: (956) 318-2629**

# MEMORANDUM

(Departments Approval of Specifications)

**TO:** J.E. "Eddie" Guerra, Constable Pct. 4

**ATTN:** Joel Rivera, Chief Deputy Constable via email: joel.rivera@co.hidalgo.tx.us

**FROM:** Yolanda Velasquez, Buyer III YZV
Hidalgo County Purchasing Department

**DATE:** **April 11, 2013**

**RE:** Approval of Specifications/Requirements for: Bid No.: 2013-100-00-00-YZV -HIDALGO COUNTY-Security Guard Services"

Please review the current **SPECIFICATIONS/REQUIREMENTS** and indicate if they meet all your requirements by selecting **APPROVE, DISAPPROVE (or) APPROVED WITH MODIFICATIONS** and signing below. If your answer is **DISAPPROVE,** please make any modifications necessary to the specifications and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4881.

| | |
|---|---|
| APPROVE ☑ | DISAPPROVE ☐ |
| APPROVED WITH MODIFICATIONS ☐ | |

FUNDS AVAILABILITY:_____YES / _____NO/_____Other (Specify)_____

BUDGET ACCOUNT #: 3-1100-415-00-115-002-0-350

AUTHORIZED SIGNATURE | JOEL PRINT NAME | 06/04/13 DATE

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: yolanda.velasquez@co.hidalgo.tx.us by no later than April 16, 2013 @ 1:00 P.M.**

Enclosures

**Zimbra** **yolanda.velasquez@co.hidalgo.tx.us**

## RE: RFB-2013-100-H.C. Security Guard Services

**From :** Josephine L. Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>

Thu, Jun 06, 2013 09:27 AM

1 attachment

**Subject :** RE: RFB-2013-100-H.C. Security Guard Services

**To :** 'Martha Salazar' <martha.salazar@co.hidalgo.tx.us>, 'michael garza' <michael.garza@da.co.hidalgo.tx.us>, 'victor garza' <victor.garza@da.co.hidalgo.tx.us>

**Cc :** 'Yolanda Velasquez' <yolanda.velasquez@co.hidalgo.tx.us>, 'Darlene H. Betancourt' <darlene.betancourt@co.hidalgo.tx.us>

**Reply To :** josephine ramirez <josephine.ramirez@da.co.hidalgo.tx.us>

Marty/Yoli, ✔

I have reviewed the attached contract and specifications. Page 8 of the contract is blank. If this is intentional, please state that. If not, then remove it. Otherwise, I approve as to the form of the agreement. As for the specs, I have attached a revised draft that has a portion of paragraph 1, under the general terms and conditions highlighted. The provision should read that the contract term is for one year and with the option to renew for two (2) additional one (1) year terms under the same rates, terms and conditions. The way it is worded is confusing. Have reworded as recommended by legal. yzv

Please let me know if you have any questions. Thank you,

Josephine Ramirez Solis
*Assistant Criminal District Attorney*
County Affairs Section
**Office of Criminal District Attorney**
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

**********
The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO josephine.ramirez@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**
**********

**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
**Sent:** Wednesday, June 05, 2013 2:54 PM

**To:** josephine.ramirez; michael garza; victor garza
**Cc:** Yolanda Velasquez; Darlene H. Betancourt
**Subject:** Fwd: RFB-2013-100-H.C. Security Guard Services

Counselors:
Attached for your review and comment as to form are the revised specifications for Security Guard & Related Services along with the draft contract. We await your response.
Thanks,
Marty

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**From:** "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
**To:** "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
**Sent:** Wednesday, June 5, 2013 2:44:08 PM
**Subject:** RFB-2013-100-H.C. Security Guard Services

Marty,

Attach please find copy of Revised Specifications along with Draft Contract for legals review/comment/modification to be able to proceed to next step of procurement process. On previous request for bids Draft Contract was forwarded to DA's Attorney

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

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**SPECIFICATIONS-revised 6-4-13-Constable4.doc**
90 KB

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**AI-39458** **Purchasing Department 27. A. 2.**

**CC REGULAR**

**Meeting Date:** 07/09/2013

**Submitted By:** Rocio Villarreal, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

### CAPTION

Acceptance and approval to execute the final form of a Professional Engineering Agreement with L&G Engineering, for "On Call Services-MPO and HCRMA , Traffic Studies County Wide Projects,"as approved for negotiations on CC 6/11/13.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1100-429-30-125-014-0-334

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

**BUDGETARY IMPACT:**

Funds available as of 7/2/2013.

## Attachments

Recommendation

Agreement Approval

Back up (1)

Back up (2)

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Darlene Betancourt | 07/02/2013 10:02 AM |
| Budget & Management | Obdett Calzada | 07/02/2013 10:25 AM |
| Obdett Calzada | Obdett Calzada | 07/02/2013 04:08 PM |
| Auditor's Office | Monica Badillo | 07/02/2013 05:15 PM |

Form Started By: Rocio Villarreal Started On: 06/26/2013 05:11 PM

Final Approval Date: 07/02/2013

**Zimbra** **rocio.villarreal@co.hidalgo.tx.us**

## RE: "On Call Services-MPO and HCRMA , Traffic Studies County Wide Projects.

**From :** Raul Sesin <Raul.Sesin@co.hidalgo.tx.us> Thu, Jun 27, 2013 08:00 PM

**Subject :** RE: "On Call Services-MPO and HCRMA , Traffic Studies County Wide Projects. 1 attachment

**To :** 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

**Cc :** 'Darlene H. Betancourt' <darlene.betancourt@co.hidalgo.tx.us>, 'Martha Salazar' <martha.salazar@co.hidalgo.tx.us>, 'Nora D Cavazos' <nora.cavazos@hchd.org>

Ms. Rocio, I have reviewed the fees for the subject item and have no objection to the fee schedule being proposed by the consultant. This fee is in line with what was approved last year with an adjustment to the hourly cost using the latest engineering rates.

Please let me know if I can be of further assistance.

Thank you.



**Raul E. Sesin, PE, CFM**
**Planning Administrator**

P Please refrain from printing this email unless completely necessary. Go Green!

---

**From:** Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
**Sent:** Tuesday, June 25, 2013 3:57 PM
**To:** Raul Sesin; raul sesin
**Cc:** Darlene H. Betancourt; Martha Salazar
**Subject:** "On Call Services-MPO and HCRMA , Traffic Studies County Wide Projects.

Mr. Sesin:

On June 11, the County selected and ranked no. 1, L&G Engineering for the On Call Services for MPO and HCRMA Representative, and Traffic Studies County Wide Projects. L&G Engineering has submitted an agreement and a work authorization for the MPO and HCRMA . Can you please review and advise your recommendation on their cost.

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



**image003.jpg**
2 KB

**Zimbra** **rocio.villarreal@co.hidalgo.tx.us**

## RE: "On Call Services-MPO and HCRMA , Traffic Studies County Wide Projects.

**From :** Steve Crain <scrain@atlashall.com> Mon, Jul 01, 2013 10:43 AM

**Subject :** RE: "On Call Services-MPO and HCRMA , Traffic Studies County Wide Projects.

**To :** 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

The draft agreement is fine.

---

**From:** Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
**Sent:** Monday, July 01, 2013 9:42 AM
**To:** Steve Crain
**Subject:** "On Call Services-MPO and HCRMA , Traffic Studies County Wide Projects.

Mr. Crain:

Please review attached agreement for L&G Engineering on the "On Call Services-MPO and HCRMA, Traffic Studies County Wide Projects," 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

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-13-225-07-09

**THIS AGREEMENT** is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **L & G Consulting Engineers Inc.** d/b/a **L & G Engineering**, Professional Engineers of **Mercedes, Texas**, hereinafter called the **"Engineer".**

WITNESSETH:

**WHEREAS,** the **Owner** desires to contract with the **Engineer** to provide professional engineering services for Engineering Services required for "On Call Services – MPO and HCRMA, Traffic Studies County Wide Projects for **Hidalgo County** hereinafter referred to as the **"Project**.

**NOW, THEREFORE**, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

**ARTICLE 1. Employment of Engineer**. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow and for having rendered such

services, the owner agrees to pay the Engineer compensation as stated in the articles to follow.

ARTICLE 2. **Character and Extent of Services.** This Agreement will provide for the development of the Project with the following:

2.1 **Scope of Work.** The Owner will furnish items and provide those services for the development of the Project and fulfillment of this Agreement, as identified in EXHIBIT "A" *Services to be Provided by the Owner*, attached hereto and made a part of this Agreement.

2.2 **Classification of Services** For this Agreement, the professional services to be provided by the Engineer, as more particularly identified in EXHIBIT "B" *Services to be Provided by the Engineer*, attached hereto and made a part of this Agreement.

2.3 **Schedule of Work.** The Engineer shall prepare a schedule of work (hereinafter referred to as "Work Schedule") in accordance with the terms identified in EXHIBIT "C" – *Work Schedule*, attached hereto and made a part of this Agreement.

ARTICLE 3. **Period of Service.** Upon execution of this Agreement, the Engineer shall proceed with the work outlined under Article 2 hereof.

3.1 **Termination Date.** This Agreement becomes effective when fully executed by both parties and shall terminate at the close of business two years from date of execution (hereinafter referred to as the "Termination Date"), unless termination date is extended by written supplemental agreement, as provided in Article 8 hereof, duly

executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

**3.2 Extension of the Termination Date.** The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

**3.3 Suspension of Work.** Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer,** followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.** The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written

notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**.

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**.

3.4 **Termination of Agreement.** This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer**. The **Owner** 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 the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner.**

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner,** after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Engineer,** upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer.**

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In

determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so,

and other factors which affect the value to the Owner of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the Engineer, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above shall extinguish all rights, duties, and obligations of the Owner and the Engineer under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. **Progress and Coordination.** The Engineer shall, from time to time during the progress of the work, confer with the Owner. The Engineer shall prepare and present such information as may be pertinent and necessary, or as may be requested by the Owner, in order to evaluate features of the Engineer's services and work.

At the request of the Owner or the Engineer, conferences shall be provided at the Engineer's office, the office of the Owner, or at other locations designated by the Owner. These conferences shall also include evaluation of the Engineer's services and work when requested by the Owner.

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C"**, attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time

periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. **Compensation and Fees.** For and in consideration of the services to be

rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 *Basic Services.* For and in consideration of the *Services* to be rendered by the **Engineer** as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for *Services*, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "D"**– *Contract Rates*, attached hereto and made a part of this Agreement. Payments to the **Engineer** for *Services* shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 *Special Services.* Those services that may be required to provided by the Engineer as *Special Services* are set forth below and more particularly described in EXHIBIT "B", attached hereto. For and in consideration of these *Special Services* rendered as required by the **Engineer**, the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in EXHIBIT "D" - *Contract Rates*, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR** Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner.**

2. **DOCUMENT COPIES** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. **EXTRA TRAVEL** Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. **EXPERT WITNESS** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project.**

5. **MISCELLANEOUS.** Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the Engineer for services rendered will be made while work is in progress as executed through each work authorization (hereinafter referred to as "Work Authorization") in accordance with Article 7 herein. For each Work Authorization, the Engineer shall prepare and submit to the Owner monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "Request for Payment"). The progress report shall indicate the percent completion of the work accomplished by the Engineer during the billing period and to the date of the Request for Payment. On or before noon of the first Monday of each month during the performance of the services, the Engineer shall submit to the Owner for approval a Request for Payment. Payment for each Work Authorization identified in the Request for Payment will be in proportion to the percent completion of the work tasks identified in such Work Authorizations together with a detailed breakdown of the amount and the sum of all prior payments. The Owner shall review each such Request for Payment and may make such exceptions as the Owner reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the Owner meets

approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner.**

**6.2 Final Payment.** After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment ("**Final Request for Payment**") which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Engineer** the amount due ("**Final Payment**") under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

**6.3 Qualification on Obligations to Pay.** Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer**;

(4) If the **Owner**, in good faith judgement, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer**, at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 **Waiver.** The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the

Engineer appearing after completion of the Project. (2) failure of the Engineer's services to comply with the requirements of this Agreement or any contracts or Agreements related to the Project, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of Final Payment shall constitute a waiver of all claims by the Engineer except those previously made in writing and identified by the Engineer as unsettled at the time of the Final Request for Payment.

ARTICLE 7. Work Authorization. After execution of this Agreement, the Engineer shall proceed with the work outlined under Article 2 hereof, only as authorized by the Owner through an agreed Work Authorization document in the form identified in EXHIBIT "E"– *Work Authorization Form*, attached hereto and made a part of this Agreement. The Engineer will identify, as approved by the Owner, the needed services for the Project, as required through the course of the development to the Project. The Owner shall authorize the Engineer to perform one or more of the agreed tasks identified in EXHIBIT "B", attached hereto, in the form of individual work authorizations. Upon authorization from the Owner, the Engineer will prepare a Work Authorization document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the Owner and the Engineer. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified

in EXHIBIT "D", attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization,** developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement.** Upon satisfactory completion of the **Work Authorization,** the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization.** All work must be completed on or before the completion date specified in the **Work Authorization,** unless extended by written agreement by the **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. **Supplemental Agreements.** The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in EXHIBIT "F" - *Supplemental Agreement Form*, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement**".

If determined appropriate by the **Owner,** additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in EXHIBIT "D", attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner.** The **Owner** reserves

the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

ARTICLE 9. **Additional Work.** If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing, In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in EXHIBIT "D" attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. **Changes or Revisions in Work.** If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound

engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

10.1 **Preliminary Work.** The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 **Previously Approved or Satisfactorily Completed Work.** If the **Owner** funds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner,** if a decision is subsequently made by the **Owner,** which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 **Project Delays.** If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 **Reduction of Project Cost.** Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If the **Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project,** these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

ARTICLE 11. **Ownership and Release of Documents.**

11.1 **Ownership of Documents.** Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner,** and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon

completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 **Release of Documents or Information.** Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

**ARTICLE 12 Discounts, Rebates, Refunds.** In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner.** For some

purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

ARTICLE 13. **Records, Accounting, Inspection.** The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. **Subcontracting and Assignment.** The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. **Patents.** The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the

Engineer covering any machines, apparatus, processes, articles, or products included in the Engineer's work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The Engineer shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the Owner, or any other confidential information given to the Engineer by any of the Owner's commissioners, elected officials, employees, or representatives or acquired by the Engineer during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the Engineer's possession prior to such disclosure to the Engineer by the Owner or which is or shall lawfully be published or become part of general knowledge from sources other than the Engineer or which otherwise shall lawfully become available to the Engineer from a source other than the Owner, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the Engineer in performing such work. Such information may, of course, be disclosed to

the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner**, effectuating the purposes of this Article.

16.2 **Inventions.** The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges

incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project**, the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

**ARTICLE 17. Engineer's Seal, Responsibility and Warranties.**

17.1 **Engineer's Seal.** The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the Stare Board of Registration for Professional Engineers.

17.2 **Engineer's Responsibility.** The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.** No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The Engineer's responsibility for all questions arising from design errors and/or omissions will be determined by the Owner or a designee appointed by the Owner. The Engineer will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the Project has been completed.

17.3 Warranties.

(a) The Engineer warrants that engineering design work performed by the Engineer hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the Owner and the Engineer agree and acknowledge that the Owner is entering into this Agreement in reliance on the Engineer's experience and abilities with respect to performing the Engineer's services hereunder. The Engineer accepts the relationship of trust and confidence established between it and the Owner by this Agreement. The Engineer covenants with the Owner to use the Engineer's best efforts, skill, judgement and abilities to design the Project and to further the interests of the Owner in accordance with the Owner's requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body

having jurisdiction. (c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project**; that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner**; and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner**, plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

ARTICLE 18. Engineer's Resources. The Engineer shall furnish and maintain, at the Engineer's own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The Engineer shall provide a manager (Project Manager) for the Project that is a registered professional engineer in the State of Texas. The Project manager shall have such knowledge and experience as will enable that Project Manager during the course of the Project without prior consent of the Owner. If, due to situations beyond the control of the Engineer, the Engineer must change the Project Manager prior to the completion and acceptance of the Project, the Engineer will submit a request to change the Project Manager to the Owner for approval.

18.2 Employees of the Engineer. All employees of the Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the Engineer who, in the opinion of the Owner, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed form association with the Project when so instructed by the Owner. The Engineer certifies that the Engineer presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 **Documents/Information Exchange** The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project.** Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in EXHIBIT "B" attached hereto.

ARTICLE 19. **Indemnification.** To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively "**Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively "**Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act

of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. **Joint and Several Liability.** In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee.** The provisions of this

Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21. **Insurance.** The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law ("**Statutory Texas**")

(2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20* herein, in limits of liability not less than one million dollars ($1,000,000) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) **Texas Business Automobile Policy**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than

two hundred fifty thousand dollars ($250,000) each person for bodily injury, five hundred thousand dollars ($500,000) each occurrence for bodily injury, and one hundred thousand dollars ($100,000) each occurrence for property damage.

(4) **Professional Liability** in limits of $1,000,000 each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County Certificate of Insurance***) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"**- *Hidalgo County Certificate of Insurance*. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner**.

ARTICLE 22. **Compliance with Laws.** The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. **Non-collusion.** The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. **Gratuities.** The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only

exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. **Payment of Franchise Tax.** The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

ARTICLE 26. **Disputes.** The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. **Severability.** In the event 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 .

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

| OWNER: | ENGINEER: |
|---|---|
| Hidalgo County | L & G Consulting Engineers, Inc. |
| 1615 S. Closner, Ste., J | 2100 West Expressway 83 |
| Edinburg, Texas 78539 | Mercedes, Texas 78570 |

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the Engineer and the Owner relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the Owner or the Engineer not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the Owner unless in writing and executed by an officer or employee of the Owner specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. **Signatory Warranty** The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and

complete authority to enter into this Agreement on behalf of the **Engineer.** The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, 2013.

**ENGINEER:**
**L & G CONSULTING ENGINEERS INC.**
d/b/a **L & G ENGINEERING**

**BY:** _____
Jacinto Garza, P.E./President

**OWNER:**
**HIDALGO COUNTY**

**BY:** _____
Ramon Garcia, County Judge

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

**Approved on Commissioners' Court:** June 11, 2013

**APPROVED AS TO FORM:**
Atlas & Hall, L.L.P.

By:_____

ATTACHMENTS:

**EXHIBIT A** –Scope of Services to be provided by the Owner
**EXHIBIT B** –Scope of Services to be provided by the Engineer
**EXHIBIT C** –Work Schedule (to be issued with Work Authorization)
**EXHIBIT D** –Contract Rates
**EXHIBIT E** – Sample – Work Authorization Form
**EXHIBIT F** – Sample – Supplemental Agreement Form
**EXHIBIT G**– Certificate of Insurance *(Hidalgo County)*

# EXHIBIT "A"

## SERVICES TO BE PROVIDED BY THE OWNER

1. Hidalgo County will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.

2. Hidalgo County will provide the Engineer with on-going guidance, timely reviews, and decisions necessary to complete services required by the work authorization.

3. Assistance will be provided to the Engineer to obtain the required data and information from other local, regional, state and federal agencies.

4. The County shall adhere to Article 6 of the Contract with respect to Payment.

# EXHIBIT "B"

## SERVICES TO BE PROVIDED BY THE ENGINEER

### A. REPRESENT COUNTY

1. The scope of work for Professional services includes serving as Hidalgo County's Technical Committee Representative at the Hidalgo County Metropolitan Planning Organization (HCMPO). The Engineer will coordinate with the County's MPO Policy Representative. The Engineer will attend the HCMPO technical and policy meetings, and upon request, attend Commissioner's Court meetings. Additionally, the Engineer upon the request of the Commissioner's Court will meet to discuss strategies for completing projects that may be eligible for federal and/or state funding. This will include completing the project selection criteria (cost estimates, project layouts, ADT, accidents, etc.) for prioritizing projects.

2. The Engineer will update the County Judge and each Commissioner on the status and progress of the Hidalgo County Regional Mobility Authority (HCRMA) in monthly progress reports associated with each billing.

### B. TRAFFIC SIGNAL WARRANT STUDIES

The purpose of a traffic signal warrant study is to determine the necessity for a signal installation at an intersection, of two or more roadways based on safety and time delay benefits which may be derived by motorists and/or pedestrians. As a minimum, the warrant study shall include: analysis of vehicle and pedestrian volumes, analysis of existing traffic control (if any), analysis of the roadway, analysis of accident data and analysis of travel speeds. Analyses shall be performed in accordance with the procedures established in the latest edition of the "Texas Manual on Uniform Traffic Control Devices".

### D. SPOT SPEED STUDIES

The purpose of a spot speed study is to measure the speed characteristics at a specified location for each direction of flow under the traffic and environmental conditions prevailing at the time of the study. Speed data may be collected manually or by automatic methods and shall be adequate sample size to satisfy statistical considerations.

### E. LEFT TURN WARRANT STUDIES

The purpose of a left turn warrant analysis is to determine if a separate left turn lane is needed on an intersection approach. The intention of separating left turn traffic from through traffic is to improve safety and minimize delay due to lengthy queues and/or inefficient controller phasing. The analysis shall include study of vehicle movements at

the intersection, analysis of vehicle delay, analysis of existing traffic control and analysis of vehicle conflicts. Capacity analysis and signal optimization are not required as part of the analysis.

## F. SPECIAL STUDIES

Special studies are traffic engineering studies other than those listed in Items A through D. The Engineer shall provide special studies to Hidalgo County on an as needed basis.

## G. OTHER ENGINEERING SERVICES

Such services shall consist of traffic engineering services, and general engineering services, traffic designs and other specific engineering services not included within Section I., B through E. Services may also include submittal of official state and federal documents as well as attendance of meetings on the County's behalf upon the County's request.

It is expressly understood and agreed that the Engineer shall not furnish any work or services without the prior written authorization of the County setting forth the particular services requested and their specific application. The County shall have no obligation to pay for any such work or services which have been rendered without the prior written authorization of the County as hereinabove provided.

Prior to receiving written authorization for service under Item F (Special Studies), or Item G (Other Engineering Services) the Engineer shall prepare at no charge and deliver to the County an engineering cost for said services with a breakdown of expenses. It is expressly understood that the Engineer shall not furnish any work or services under Items F or G without prior written authorization of the County containing a maximum authorized fee for the approved services and a required date of completion of services.

# EXHIBIT "C"
## WORK SCHEDULE

[THIS PAGE LEFT BLANK INTENTIONALLY]

# EXHIBIT "D"
# CONTRACT RATES

**L&G Engineering**
Transportation Consulting Engineers

Audited Overhead Rate FY 2012

| Labor/Staff Classification | Hourly Base Rate | Contract Rate FY 13 |
|---|---|---|
| Principal | $ - | $ - |
| Senior Project Manager | $ 68.00 | $ 215.40 |
| Senior Engineer | $ 53.00 | $ 167.89 |
| Project Engineer | $ 39.00 | $ 123.54 |
| Senior Environmental Scientist/Specialist | $ 43.00 | $ 136.21 |
| Design Engineer | $ 36.00 | $ 114.04 |
| ROW Administrator | $ 34.00 | $ 107.70 |
| ROW Negotiator | $ 31.00 | $ 98.20 |
| EIT | $ 26.00 | $ 82.36 |
| Senior Engineer Tech | $ 25.00 | $ 79.19 |
| Environmental Scientist/ Specialist | $ 25.00 | $ 79.19 |
| Engineer Tech | $ 24.00 | $ 76.02 |
| CADD Operator / GIS Analyst | $ 21.00 | $ 66.52 |
| Admin/Clerical | $ 18.00 | $ 57.02 |
| Biologist | $ 16.00 | $ 50.68 |

Overhead Rate: 182.83%
Profit Rate: 12.00%

| Other Direct Expenses: | Cost |
|---|---|
| Lodging | $85/night |
| Meals | $36/day |
| Mileage | $0.55/mile |
| Car Rental | $50.00/day |
| Air Travel (Coach/Business Class) | At Cost |
| 8 1/2" X 11" copies | $1.00/sheet |
| 11" X 17" copies | $1.50/sheet |
| 11" X 17" Mylar | $2.00/sheet |
| Overnight Mail - Letter Size | $15.00/Each |
| Overnight Mail - Oversized Box | $25.00/Each |

# HIDALGO COUNTY

## Professional Engineering Services

## Contract # C-_____

## Work Authorization Form EXHIBIT E

## WORK AUTHORIZATION NO. ____

SAMPLE

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Article I. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **L & G Consulting Engineers, Inc.** *d/b/a* **L & G Engineering**, professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the **Engineer** to provide _____
_____
_____
_____.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $_____. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as EXHIBIT "D".

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article 6 of the Agreement.

PART 4. FUNDING

This Work Authorization No.1 shall be funded through funding source:
Account No. _____
Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County _____, Commissioner _____ as to content and detail of this Work Authorization No. 1.

HIDALGO COUNTY

BY:_____

SAMPLE

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2013.

THE ENGINEER:

_____

By: Jacinto Garza, P.E.
President

THE OWNER:
HIDALGO COUNTY

_____

By: Ramon Garcia, County Judge

ATTEST:

_____

By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

EXHIBIT "A" – Service to be Provided by the Owner
EXHIBIT "B" – Services to be Provided by the Engineer
EXHIBIT "C" – Work Schedule
EXHIBIT "D" – Fee Schedule

SAMPLE

# EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

## SUPPLEMENTAL AGREEMENT NO. _____

TO AGREEMENT FOR PROFESSIONAL SERVICES

This **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Engineers of, _____, Texas, hereinafter called "**Engineer**".

WITNESSETH

**WHEREAS**, the **Owner** and the **Engineer** executed the **Agreement** on the ____ day of _____ 2013 concerning engineering for _____ (hereinafter referred to as the "**Project**"); and,

**WHEREAS**, Article ____ of the **Agreement**, (article title), establishes _____; and,

**WHEREAS**, it has become necessary to amend the contract to

_____

_____

A. AGREEMENT

**NOW THEREFORE**, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Article _____ of the **Agreement**, (article title), is revised to

_____

_____

_____

_____

_____

SAMPLE

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 2013.

THE ENGINEER:
ENGINEER

BY: _____

THE OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS
(as required)

SAMPLE

# HIDALGO COUNTY
# Professional Engineering Services
# Contract # C-13-225-07-09
# Work Authorization Form

# WORK AUTHORIZATION NO. 1

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Article 1 of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, L **& G Consulting Engineers, Inc.** *d/b/a* **L & G Engineering**, professional engineers of Mercedes, Texas hereinafter called "**Engineer**".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the **Engineer** to provide the following:

The scope of work for Professional services includes serving as Hidalgo County's Technical Committee Representative at the Hidalgo County Metropolitan Planning Organization (HCMPO). The Engineer will coordinate with the County's MPO Policy Representative. The Engineer will attend the HCMPO technical and policy meetings, and upon request, attend Commissioner's Court meetings. Additionally, the Engineer upon the request of the Commissioner's Court will meet to discuss strategies for completing projects that may be eligible for federal and/or state funding. This will include completing the project selection criteria (cost estimates, project layouts, ADT, accidents, etc.) for prioritizing projects.

The Engineer will update the County Judge and each Commissioner on the status and progress of the Hidalgo County Regional Mobility Authority (HCRMA) in monthly progress reports associated with each billing.

**PART 2. ESTIMATED COST**

The estimated cost for services under this Work Authorization will be based on an as per meeting attended basis and any additional services requested will be at the hourly rates provided in the contract. See Exhibits "D" Contract Rates and "D-1" Fee Schedule.

**PART 3. PAYMENT**

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article 6** of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:

Account No. _____

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. 3, Commissioner Joe Flores as to the content and detail of this Work Authorization No. 1.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 3

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on June 11, 2013 as indicated below.

THE ENGINEER:
L&G ENGINEERING

_____
By: Jacinto Garza, P.E.
President

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia,
County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

Exhibit A - Services to be provided by Owner
Exhibit B - Services to be provided by Engineer
Exhibit C - Work Schedule (Omitted)
Exhibit D-1 - Fee Schedule

# EXHIBIT "A"

## SERVICES TO BE PROVIDED BY THE OWNER

1. Hidalgo County will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.

2. Hidalgo County will provide the Engineer with on-going guidance, timely reviews, and decisions necessary to complete services required by the work authorization.

3. Assistance will be provided to the Engineer to obtain the required data and information from other local, regional, state and federal agencies.

4. The County shall adhere to Article 6 of the Contract with respect to Payment.

# EXHIBIT "B"

## SERVICES TO BE PROVIDED BY THE ENGINEER

### A. REPRESENT COUNTY

1. The scope of work for Professional services includes serving as Hidalgo County's Technical Committee Representative at the Hidalgo County Metropolitan Planning Organization (HCMPO). The Engineer will coordinate with the County's MPO Policy Representative. The Engineer will attend the HCMPO technical and policy meetings, and upon request, attend Commissioner's Court meetings. Additionally, the Engineer upon the request of the Commissioner's Court will meet to discuss strategies for completing projects that may be eligible for federal and/or state funding. This will include completing the project selection criteria (cost estimates, project layouts, ADT, accidents, etc.) for prioritizing projects.

2. The Engineer will update the County Judge and each Commissioner on the status and progress of the Hidalgo County Regional Mobility Authority (HCRMA) in monthly progress reports associated with each billing.

# EXHIBIT "D"
# CONTRACT RATES

**L & G Engineering**
Transportation Consulting Engineers

Audited Overhead Rate FY 2012

| Labor/Staff Classification | Hourly Base Rate | Contract Rate FY 13 |
|---|---|---|
| Principal | $ - | $ - |
| Senior Project Manager | $ 68.00 | $ 215.40 |
| Senior Engineer | $ 53.00 | $ 167.89 |
| Project Engineer | $ 39.00 | $ 123.54 |
| Senior Environmental Scientist/Specialist | $ 43.00 | $ 136.21 |
| Design Engineer | $ 36.00 | $ 114.04 |
| ROW Administrator | $ 34.00 | $ 107.70 |
| ROW Negotiator | $ 31.00 | $ 98.20 |
| EIT | $ 26.00 | $ 82.36 |
| Senior Engineer Tech | $ 25.00 | $ 79.19 |
| Environmental Scientist/ Specialist | $ 25.00 | $ 79.19 |
| Engineer Tech | $ 24.00 | $ 76.02 |
| CADD Operator / GIS Analyst | $ 21.00 | $ 66.52 |
| Admin/Clerical | $ 18.00 | $ 57.02 |
| Biologist | $ 16.00 | $ 50.68 |

Overhead Rate: 182.83%
Profit Rate: 12.00%

| Other Direct Expenses: | Cost |
|---|---|
| Lodging | $85/night |
| Meals | $36/day |
| Mileage | $0.55/mile |
| Car Rental | $50.00/day |
| Air Travel (Coach/Business Class) | At Cost |
| 8 1/2" X 11" copies | $1.00/sheet |
| 11" X 17" copies | $1.50/sheet |
| 11" X 17" Mylar | $2.00/sheet |
| Overnight Mail - Letter Size | $15.00/Each |
| Overnight Mail - Oversized Box | $25.00/Each |

# EXHIBIT "D-1"
## FEE SCHEDULE

### COMPENSATION AND TIME FOR PERFORMANCE AT HCMPO MEETINGS

The Engineer's compensation and the time for performance for services under this agreement shall be as set forth below:

**ITEM A. HCMPO REPRESENTATION / HCRMA UPDATE (STATUS & PROGRESS)**

| | SERVICE | BASIS OF COMPENSATION (HOURLY RATE) | NO. OF MEEETINGS PER MONTH | TIME FOR PERFORMANCE (HOURS / MILES) PER MEETING | TOTAL |
|---|---|---|---|---|---|
| JACINTO GARZA, P.E. | HCMPO REPRESENTATION | $215.40 | 2 | 8 HOURS | $3,446.40 |
| | HCRMA UPDATE STATUS & PROGRESS | $215.40 | 1 | 8 HOURS | $1,723,20 |
| L&G HCMPO REPRESENTATIVE | HCMPO REPRESENTATION | $79.19 | 2 | 8 HOURS | $1,267.04 |
| | HCRMA UPDATE STATUS & PROGRESS | $79.19 | 1 | 8 HOURS | $633.52 |
| MARIE BUSTAMANTE | ADMINISTRATIVE PREPARATION-MPO | $57.02 | 2 | 2 HOURS | $228.08 |
| | ADMINISTRATIVE PREPARATION-HCRMA | $57.02 | 1 | 2 HOURS | $114.04 |
| | MILEAGE REIMBURSEMENT PER MEETING | $.55 / PER MILE | 6 | 50 MILES ROUND TRIP | $165.00 |
| | | | | **MONTHLY TOTAL COST** | **$7,577.28** |

***NOTE (ITEM A):**

**ADDITIONAL MEETINGS, PREPARATION OF LETTERS AND COORDINATION WITH VARIOUS ENTITIES WILL BE PROVIDED AND CHARGED AT THE RATES LISTED ON EXHIBIT "D-1" CONTRACT RATES.**

**ITEM B. MULTI-WAY STOP CONTROL WARRANT STUDY**

| | | |
|---|---|---|
| Three/Four Approaches | $5,900.00/intersection | 30 |

**ITEM C. TRAFFIC SIGNAL WARRANT STUDY**

| | | |
|---|---|---|
| Three/Four Approaches | $6,300.00/intersection | 30 |

**ITEM D. SPOT SPEED STUDY**

| | | |
|---|---|---|
| Spot Speed Study | $2,800.00/location/ per direction of travel | 15 |

**ITEM E. LEFT TURN BAY WARRANT STUDY**

| | | |
|---|---|---|
| Left Turn Warrant Studies | $4,700.00/intersection | 30 |

**AI-39123** **Purchasing Department 27. A. 3.**

**CC REGULAR**

**Meeting Date:** 07/09/2013

**Submitted For:** Martha L. Salazar **Submitted By:** Gricelda Villarreal, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

### CAPTION

a. Presentation of scoring/evaluation grid (for the purposes of ranking by Commissioner's Court) of sole participant submitted in response to the Request for Proposals for: Actuarial Consulting Services for Part I-GASB 43 and/or 45 OPEB Valuation Analysis and Part II- Health Benefits Reserve Analysis"-Hidalgo County RFP No. 2013-022-05-01-CGA;

b. Authority for Purchasing Department to negotiate a letter engagement including (Best and Final Offer) with the sole participant for "Actuarial Consulting Services for Part I-GASB 43 and/or 45 OPEB Valuation Analysis and Part II- Health Benefits Reserve Analysis"-Hidalgo County RFP No. 2013-022-05-01-CGA.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-2201-415-00-115-009-0-311

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

**BUDGETARY IMPACT:**

Available balance as of 7-1-13 $37,993.06

## Attachments

Participation-Acceptance Sheets

Scoring Grid

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Darlene Betancourt | 06/07/2013 08:59 AM |
| Budget & Management | Obdett Calzada | 06/07/2013 09:38 AM |
| Manuel Chapa | Obdett Calzada | 06/07/2013 09:52 AM |
| Purchasing Department | Darlene Betancourt | 06/27/2013 02:00 PM |
| Budget & Management | Obdett Calzada | 06/27/2013 02:41 PM |
| Manuel Chapa | Manuel Chapa | 07/01/2013 02:49 PM |
| Auditor's Office | Monica Badillo | 07/02/2013 05:15 PM |

Form Started By: Gricelda Villarreal Started On: 06/05/2013 04:01 PM

Final Approval Date: 07/02/2013

*HIDALGO COUNTY PURCHASING DEPARTMENT*
*PARTICIPATING RESPONDENT'S LOG*
*REQUIREMENTS/RFP PACKETS*

*IBF-RFP-RFQ-RFI*

**RFP OPENING DATE: May 15, 2013** **RFP OPENING TIME: 9:30 A.M.**

**DEPARTMENT/PROPOSAL DESCRIPTION: "RFP- Actuarial Consulting Services for Part I-GASB 43 and/or 45 OPEB Valuation Analysis and Part II- Health Benefits Reserve Analysis"**

**RFP NO: 2013-022-05-01-CGA**

| NAME OF Proposer: COMPANY/FIRM & REPRESENTATIVE'S NAME | PROPOSAL REQUEST *VIA | SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT | DATE | PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.s |
|---|---|---|---|---|
| 1. Juan Ortiz<br>J Ortiz Consulting | Email | CGA<br>Cjortiz92@hotmail.com | 4-13-13 | Weslaco, Texas |
| 2. Milliman<br>Paul R. Houchens | Email | CGA<br>Paul.houchens@milliman.com | 4-13-13 | Chase Tower/Circle<br>111 Monument Circle, Suite 601<br>Indianapolis, IN 46204-5128 \| USA |
| 3. Hay Group Inc.<br>Robin Trevino | Email | CGA<br>Robin.trevino@haygroup.com | 4-13-13 | 4301 N. Fairfax Drive<br>Suite 600<br>Arlington, VA. 22203 |
| 4. Gabriel, Roeder, Smith & Co<br>Mehdi Riazi, ASA, EA, MAAA Consultant | Email | CGA<br>Mehdi.riazi@gabrielroeder.com | 4-13-13 | 5605 N. MacArthur Blvd, Suite 870 \| Irving, TX 75038 |
| 5. Bickmore<br>Molly Holland | Email | CGA<br>mholland@bickmore.net | 4-13-13 | 1750 Creekside Oaks Drive, Suite 200\| Sacramento, CA 95833 |
| 6. Segal<br>Nikki Anarado, PMP | email | CGA<br>nanarado@segalco.com | 4-13-13 | 1920 N Street NW Suite 400 \| Washington, DC 20036 |
| 7.Holmes Murphy<br>Justine Griggs | Email | CGA<br>jgriggs@holmesmurphy.com | 4-15-13 | 12712 Park Central Drive, Suite 100\|Dallas, TX 75251 |
| 8. | | | | |
| 9. | | | | |
| 10. | | | | |

***VIA: IN PERSON (IP); TELEPHONE REQUEST (TR); PROPOSER LIST MAIL OUT (PLM)**

# HIDALGO COUNTY PURCHASING DEPARTMENT
# PROPOSAL ACCEPTANCE SHEET

**DEPARTMENT NAME: HIDALGO COUNTY**

| **PROPOSAL ACCEPTANCE DATE: MAY 15, 2013** | **PROPOSAL ACCEPTANCE TIME: 9:30 A.M.** |
|---|---|

**DESCRIPTION OF PROPOSAL: "Actuarial Consulting Services for Part I-GASB 43 and/or 45 OPEB Valuation Analysis and Part I Health Benefits Reserve Analysis"**

**PROPOSAL NO: 2013-022-05-15-CGA**

| RFB # | NAME OF COMPANY | ACKNOWLEDGE RECEIPT | ADDENDUM #1 |
|---|---|---|---|
| #01 | Lewis & Ellis Inc. | √ | √ |
| #02 | | | |
| #03 | | | |
| #04 | | | |
| #05 | | | |
| #06 | | | |
| #07 | | | |
| #08 | | | |
| #09 | | | |
| #10 | | | |

# Hidalgo County
Edinburg, Texas

**"Actuarial Consulting Services for Part I- GASB 43 and/or 45 OPEB Valuation Analysis and Part II- Health Benefits Reserve Analysis"**

## Scoring/Evaluation Grid

| | Graders | #1 | #2 | #3 | #4 | #5 | #6 | #7 | #8 | Total | Avg |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Participating Firm: Ellis & Lewis Inc.** | | 95 | 100 | 97 | 96 | 100 | 97 | 98 | 96 | 779 | 97.4 |
| | | | | | | | | | | | |
| | | | | | | | | | | | |

**AI-39383** **Purchasing Department 27. A. 4.**

**CC REGULAR**

**Meeting Date:** 07/09/2013

**Submitted For:** Martha L. Salazar **Submitted By:** Yolanda Velasquez, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

**CAPTION**

Presentation for award of sole responding-qualifying vendor (ThyssenKrupp Elevator Americas) that submitted a bid and met all specifications, and requirements with approval of contract for Hidalgo County-Facilities Management-Maintenance and Repair for Elevators located in County Owned Buildings" ( RFB No. 2013-020-06-19-YZV).

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1100-419-40-220-001-0-431

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

**BUDGETARY IMPACT:**

Available funds as of 07/01/13 (on an as needed basis).

## Attachments

C-13-020-07-09

Acceptance-Participation Sheets

Legals OK

Department - Recommendation Memo

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Darlene Betancourt | 06/27/2013 01:57 PM |
| Budget & Management | Obdett Calzada | 06/27/2013 02:47 PM |
| Olga Garza | Olga Garza | 07/01/2013 03:28 PM |
| Auditor's Office | Monica Badillo | 07/02/2013 05:15 PM |

Form Started By: Yolanda Velasquez Started On: 06/21/2013 09:56 AM

Final Approval Date: 07/02/2013

**THE STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

**SERVICE CONTRACT**
**C-13-020-07-09**

THIS CONTRACT is made and entered into this day **09th** of **July, 2013** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **ThyssenKrupp Elevator Americas**, a Texas Corporation ("Company").

WHEREAS, Company responded to bids requested for "**Maintenance** & **Repairs for Elevators Located in County Owned Buildings"** (the "Services") for Hidalgo County; and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the "RFB") and Exhibit "B" respectively, and incorporated herein for all purposes (the "Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the quote to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to **Hidalgo County** for Maintenance & Repairs for Elevators Located in County Owned Buildings as specified in the specifications attached hereto as Exhibit "A". This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the Director of Buildings and Grounds or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period **of two (2) year period** beginning, **August 15, 2013** and ending on, **August 14, 2015** with the County's option to renew contract for additional one (1) year term, under the same rates, terms, and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term for unforeseen delay in award of new bid for the next contract term.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees

to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses and expenses including attorney=s fees for any action resulting from personal injury and/or property damage against the County to the extent arising out of, resulting from or connected with the provision of services by the Company under this Contract. Said indemnity shall include coverage of any negligent act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. In no event shall Company be liable for special, indirect, consequential or liquidated damages for default or delay caused by the County.

12. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an

independent contractor under this Contract.

13. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

| | |
|---|---|
| If to County: | **The County of Hidalgo**<br>**Attn: County Judge**<br>**302 W. University Drive**<br>**Edinburg, Texas 78539** |
| If to Company: | **ThyssenKrupp Elevator, Americas**<br>**Attn: Gregg Laznovsky, Sales Manager**<br>**5449 Bear Lane, Ste 406**<br>**Corpus Christi, Texas 78405-4124** |

14. 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.

15. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this _____day of _____, 2013

Approved on Commissioners' Court_____

COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

COMPANY:

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM:
Hidalgo County Criminal District Attorney

By:_____
Josephine Ramirez Solis
Assistant Criminal District Attorney
County Affairs Section

# EXHIBIT “A”
## Request for Bid (RFB)
## Procurement Packet

# PURCHASING DEPARTMENT
## County Of Hidalgo

JUNE 03 2013

Re: **HIDALGO COUNTY**
Request for Bids -**"Maintenance & Repairs for Elevators Located in County Owned Buildings"**
**RFB-2013-020-06-19-YZV**

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yzv

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

# REQUEST FOR BID (RFB)
# CHECKLIST

## HIDALGO COUNTY
## "MAINTENANCE & REPAIRS for ELEVATORS LOCATED in COUNTY OWNED BUILDINGS"
## RFB-2013-020-06-19-YZV

1. **Request For Bid Letter, consisting of __1__page.**
2. **Request for Bid, Legal Notice, consisting of__8_ pages.**
   ***(Page 8 must be submitted with bid)***
3. **Exhibit "A" Specifications and Bid Sheets consisting of__9_pages.**
4. **Exhibit "B" Bid Page, consists of __2__ pages.**
   ***(Must be submitted with bid)***
5. **Exhibit "C" Insurance Requirements consisting of __4__ pages.**
   ***(Must be submitted with bid)***
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of __1__page.**
   ***(Must be submitted with bid)***
7. **Vendor/Bidder Application and W-9 form consisting of__6_ pages.**
   ***(Must be submitted with bid)***
8. **Draft Service Contract consisting of __8__ pages.**
9. **Certification Regarding Debarment __1_ page.**
   ***(Must be submitted with bid)***

**The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.**

**Thank you.**

Martha L. Salazar

**Martha L. Salazar, CPPB**
**Purchasing Agent**

**June 03, 2013**
**Date**

| BID №: 2013-020-06-19 | Buyer: Yolanda Velasquez | Tel. No: (956) 318-2626 Ext. 4881 |
|---|---|---|

# REQUEST FOR BIDS

## HIDALGO COUNTY

## RFB: 2013-020-06-19-YZV

## BID OPENING DATE: JUNE 19, 2013@ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Bus Hwy 281 New Administration Building
Edinburg, Texas 78539

1. Sealed bids will be received for **HIDALGO COUNTY- MAINTENANCE AND REPAIR FOR ELEVATORS LOCATED IN COUNTY OWNED BUILDING"** in Accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and Three (3)** copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2013-020-06-19-YZV- HIDALGO COUNTY – MAINTENANCE AND REPAIR FOR ELEVATORS LOCATED IN COUNTY OWNED BUILDINGS"** and in County's Purchasing Department, 2812 S. Business Highway 281, Edinburg, Texas, **on or before 9:30 A.M., Wednesday, JUNE 19, 2013. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2013-020-06-19-YZV.**

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.
7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **HIDALGO COUNTY " MAINTENANCE AND REPAIR FOR ELEVATORS LOCATED IN COUNTY OWNED BUILDINGS"** 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 Facilities Management Department
Attn. Daniel Flores
3100 South Business 281
Edinburg, Texas 78539
(956) 289-7850

17. **SCHEDULE OF EVENTS:**

| | |
|---|---|
| **Bid Opening, 9:30 AM** | **JUNE 19, 2013** |
| Award of Contract | _____, 2013 |
| Commence Work or Deliver Products | _____,2013 |

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT (if applicable):**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.
- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or

employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST:**

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided there under, shall comply with all federal,

state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant

to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
**HIDALGO COUNTY**
**(All Funding Sources)**
**"MAINTENANCE ND REPAIR FOR ELEVATORS LOCATED IN COUNTY OWNED BUILDINGS"**

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S Business Hwy 281 -New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

**SPECIFICATIONS:**

Hidalgo County is seeking a contract for full service to maintain and repair elevators. Vendor (s) must maintain full operation, inspection, testing, certification, maintenance, and repair program which will provide reliable elevator services for the County elevators in full compliance with State of Texas Elevator Inspection Act and with ASME A17.1 ( American Society of Mechanical Engineers Safety Code for Elevators and Escalators A17.1).

**SCOPE:**

Vendor shall provide all parts, labor, and materials necessary for the maintenance and repair of elevators listed below, using trained mechanics, employed and supervised by Vendor. Mechanics shall be qualified to maintain elevators and related equipment in compliance with State requirements (passing State inspections) and in proper operating condition at all times, making necessary repairs, adjustments, and performance of preventive maintenance.

**APPLICABLE STANDARDS:**

Contractor shall perform all testing, inspection, repair, removal and installation in a safe manner and in accordance with applicable laws and regulations, In addition to all Building Codes and State Standards.

**GENERAL PROVISIONS**

This is a firm fixed-price, fixed quantity contract calling for delivery of the products or services at the stated prices submitted by the Bidder. Upon acceptance of a bid by Hidalgo County Commissioners and issuance of a Contract Award by the products or services at the stated prices, within the time specified, and in accordance with all Terms and Conditions, and General Provisions contained herein.

**CHANGES:** The County Purchasing Agent may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:

(a) Description of services to be performed.
(b) Time of performance (i.e. hours of day, days of week, etc.)
(c) Place of performance of the services.
(d) Correction of errors of a general administrative nature or other mistakes, the Correction of which does to affect the scope of the contract, or does not result in expense to the Vendor.

**SITE VISIT:**

Bidders must examine elevators, prior to submitting bid. Bidder shall not be relieved of responsibility for properly estimating, cost of service required or condition of existing equipment because of his failure to investing and inspect the equipment, because of his failure to investigate and inspect the elevators. The visit must be coordinated in advance with Mr. Daniel Flores, Director, Hidalgo County Facilities Management at (956)289-7855/ ext 4355.

**LOCATIONS**: Elevators to be serviced, including but not limited to:

- **Hidalgo County Courthouse Building**
  **100 N. Closner (HSO Substation)**
  **Edinburg, TX 78539**

  **4 Elevators:** At the Hidalgo County Courthouse
  - (2) Main lobby west side (cable-electric type-5 floors)
    - Elevator # 1 left
    - Elevator # 2 right
  - (2) Are located on the northeast side and are (hydro-electric types-3 floors)
    - Elevator # 3 left
    - Elevator # 4 right

- **Hidalgo County Clerk Warehouse**
  **317 N. Closner**
  **Edinburg, Texas 78539**

  **1 Elevator**
  - (1) elevator at the County Clerks Warehouse (hydro-electric type-2 floors)

- **Delta Building Warehouse**
  **3100 S. Business Hwy 281**
  **Edinburg, Texas 78539**

  **2 Elevator**
  - (2) Store freight elevator (2 floors)
    - Elevator # 1 North, Two story Freight Elevator, No Passengers
    - Elevator # 2 South, Two story Freight Elevator, No Passengers

*The following Elevators will be undergoing modernization at these locations; these elevators will be under warranty for one year after completion of modernization. At the request Hidalgo County these elevators will be incorporate in this contract.*

- **Hidalgo County Administration Building**
  **100 E. Cano**
  **Edinburg, Texas 78539**

  **4 Elevators:** At the Hidalgo County Old Administration Building
  - (2) Main lobby/Atrium (hydro-electric- 5 floors)
    - Elevator # 1 left
    - Elevator # 2 right
  - (1) County Judge Office on the North Side Atrium-(small hydro-electric-2 floors)
    - Elevator # 3
  - (1) Elevator on the South Side, across the hall from County Judges Office (small, hydro-electric- 2 floors).
    - Elevator # 4

**POINT OF CONTACT (POC):**

***POC: Mr. Daniel Flores, Facilities Management***

***Office 956-289-7858 x4355, Cell 956-292-3653***

**REQUIREMENTS:**

1. During the term of this contract, and upon expiration of any free service agreements (warranties) for elevators identified and detailed herein, the vendor will provide a price on the Bid Page contained in this Procurement Packet for set this project.

2. Hidalgo County reserves the right not to pay any monthly fees on any of the elevators while the modernization is being conducted.

3. Hidalgo County will only pay for elevator repairs and maintenance services which are being serviced during the term of the contract.

4. Bid percent of markup, over cost on ALL parts, materials and rental equipment necessary to complete needed repair or replacement.

**EQUIPMENT:** The following is a list of equipment to be serviced.

**(A)** **HYDRAULIC ELEVATORS:** Power Unit, pump motor and controller, valves, including relief valve, pilot, lowering, leveling and check valve, or any parts thereof, AV@ belts, strainers, springs and gaskets, control relays, solid state control components, contacts, coils, timers, magnet frames and controller wiring, traveling cables and components for the entire operating circuit, plunger, guide bearings, packing and packing gland, guide rails and guide shoes.

- **REPLACEMENT PARTS:**
  Vendor shall supply at this expense, all parts, components, or devices for equipment outlined in Paragraph (A) Hydraulic Elevators as follows:

  (a) Worn, broken or inoperable parts or components shall be repaired or replaced with new parts, components or devices.

  (b) Parts shall be of the newest design available provided they are compatible with end-use equipment and functionally equivalent.

Vendor shall provide all lubricants which are especially prepared or compounded to maintain hydraulic fluid to proper operating level. Vendor shall make repairs, adjustments, or elevators at all times, and perform those services which may be required before the next scheduled inspection.

**(B)** **ELECTRIC ELEVATORS:** Machine, motor, generator and controller parts including work gears, thrusts, bearings, brake magnet coils or brake motors, brake magnet coils or brake coils contacts, resistance for operating and motor circuits, magnet frames and other moving parts, shall be inspected, adjusted, or repaired and maintained in proper operating condition.

1. Vendor shall replace all wire ropes, equalize tension all hoisting ropes, and repair or replace conductor cables as necessary to maintain safe operating condition of elevators. Vendor shall replace shoe gibs or guide rollers if necessary to insure smooth and quiet operation and where roller guides are used, to keep guide rails properly lubricated. Vendor shall also make periodic examination of all safety devices and governors and make customary annual safety tests.

2. Vendor shall conduct an inspection of all elevators covered by this contract within ten (10) days after Notice of Award to insure safe operation. Elevators found to be unsafe shall be reported immediately, in writing, to the Attention of Hidalgo County Facilities Management Director Mr. Daniel Flores, stating the nature of the unsafe condition and recommended corrective action necessary.

**EXCLUDED ITEMS:**

Vendor shall not be held responsible for refinishing, repairing, or replacement of car enclosures, car doors, hoist way enclosures, hoist way door panels, frames and sills, light fixtures and lamps, main line power switches, breakers and feeders to controller, underground and emergency car light and battery, smoke and fire sensors with related control equipment not specifically part of elevator controls, or parts damages through abuse, misuse, or negligence by county employees or others using elevators as a public conveyance and vandalism.

**MAINTENANCE PROCEDURES AND RECORDS:**

Vendor shall employ a systematic schedule of inspection and service based on calendar periods, operating hours, manufacturer's recommendations, and/or good commercial practice. A minimum of one (1) inspection per month for each elevator shall be made for all elevators.

(a) A record of each inspection, repair, or service shall be maintained showing as a minimum, date of service, technician's name, detail of service performed, equipment repaired or serviced, and signature of the Director, Hidalgo County Facilities Management, or his/her representative. Vendor shall submit the original service records to the Director, Hidalgo County Facilities Management, at the end of each month. Clearly written maintenance logs for each unit serviced shall be kept in the appropriate machine rooms, and dated monthly as per inspection. Perform annual or five (5) year no-load safety test as required by American National Standards Industry
using ANSI/ASME-A17.1.1987 Code and Section 1002 & 1004.

(b) Safety tests must be completed at least one month prior to, but not more than two months, prior to expiration date.

**SERVICE CALLS:**

Vendor shall provide service at no additional cost, in addition to normal maintenance and repairs as follows:

(a) On-site response within two (2) hours after call, on a twenty-four (24) hour-a-day basis, everyday, including weekends and holidays.

(b) Vendor shall provide a current list of individuals responsible for providing service to Director, Hidalgo County Facilities Management. List will include name, telephone number, and date when list was issued. The list will be updated as required. Automatic telephone answering or recording device numbers are not acceptable.

(c) In addition to the name and number of technician provided, one additional telephone number of someone within the company management structure shall also be given. This additional number is not be used unless there has been no response to service calls within two (2) hours.

(d) Service calls may only be made by those individuals identified in writing, a copy of such listing to be provided to the Vendor within ten (10) days by the Director, Hidalgo County Facilities Management.

(e) A supervisor/lead-mechanic must be assigned who possesses the same training/certification requirements as the servicing mechanics. This individual's phone number must be included in the list submitted above in the event of emergencies.

**EMERGENCY CALLS:**

Emergency calls shall be limited to situations in which people are trapped in a non-working elevator or which involve safety hazards to human life and/or damage to property. Such situations, as determined by the Director, Hidalgo County Facilities Management or a designated representative, shall require **IMMEDIATE** response.

(a) Vendor will provide the county with seven day per week (Monday-Sunday), twenty-four (24) hour per day emergency service as defined above. Need to have response from Elevator Tech. on Emergency situations.

(b) Vendor shall provide **immediate** response and have a technician on-site without delay.

(c) In the event Vendor fails to respond in an appropriate or timely manner, the Director, Hidalgo County Facilities Management, shall be free to take whatever action is necessary to protect life or property. Any costs or damage associated with such action shall be the responsibility of the Vendor at the Vendor's expense.

(d) At the request of the Director, Hidalgo County Facilities Management, Vendor shall provide appropriate emergency training to Hidalgo County employees.

**ACCESS TO BUILDING:**

Vendor and designated representative of Hidalgo County Facilities Management, Mr. Daniel Flores Director, shall establish mutually agreeable schedule for performance of routine service calls, schedule of normal operating hour's points of access, and other information necessary to insure optimum

convenience to all concerned.

**PROTECTION OF PROPERTY AND PREMISES:**

Vendor shall use the same care and protection of all equipment and facilities covered by this contract which any reasonable person would apply to his own property. Waste or damage costs as determined by Hidalgo County shall be paid by the Vendor.

**MECHANIC QUALIFICATIONS:**

Only mechanics trained on one or more of the following types of elevator systems may be used in the performance of this contract:
Hydro-Electric Traction
Cable Traction
Traction Geared
Gear less

Training for all employees must include conventional relay control or solid state controls.

(a) Bidder shall provide with his bid, copies of mechanics' certification or evidence of training, a sworn statement signed by the bidder outlining each school, course, training, and/or experience completed by every mechanic who will perform services under this contract.

(b) Hidalgo County reserves the right to direct the Vendor to remove or replace any employee for just cause.

(c) In addition to other evaluation factors, the qualifications of Vendor employees used in the performance of this contract will be considered.

**INSPECTION AND ACCEPTANCE:**

The County of Hidalgo is hereby designated to participate in the administration of this contract to insure Vendor's compliance with its technical requirements, including inspection and acceptance of the services for the County at the performance site. Elevator=s must be maintained in compliance with State requirements and pass any, and all, State inspections.

**SUBCONTRACTING:**

The vendor awarded the contract shall not engage the service of a subcontractor without prior written consent of Hidalgo County Facilities Management Department. When requesting consent from Hidalgo County Facilities Management Department the retention of a subcontractor to perform services hereunder, the successful bidder must present evidence that the proposed subcontractor possesses all necessary licenses and permits to perform the services described herein, and that the subcontractor or

the successful vendor have obtained the required insurance coverage's and policies as required by Hidalgo County. Payment to subcontractor must be made by vendors.

**RESPONSIBILITY OF VENDOR:**

(a) The vendor awarded the contract shall present evidence that vendor possesses all necessary and permits to perform the services described herein, and that the successful vendor has obtained the required insurance coverage's and policies as required by Hidalgo County Facilities Management Department. Termination, suspension or revocation of required licenses or permits are grounds for immediate termination of any awarded contract.
(b) Interested vendors must have the capabilities to address tow or more repairs (jobs) at one time.

**NEW SITES:**

The contract will not automatically entitle vendors to any installation rights for any new buildings which may be acquired during the contract term.

**TERM & CONDITIONS:**

1. Term of contract is for two (2) year period with County's option to renew contract for additional one (1) year term under the same rates and conditions.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for the next contract term.

3. Any contract awarded to a successful bidder will be in effect until;
   a) The contract expires
   b) Delivery acceptance of products and/or performance of services ordered, or
   c) Terminated by County with thirty (30) days written notice prior to be cancellation.

4. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

5. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.

6. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

7. Insurance (requirements) certificates must be submitted to Hidalgo County Purchasing Department for approval prior to any services being performed which is applicable to the awarded bidder in accordance to Exhibit "C" attached.

8. Hidalgo County has the authority to utilize State Contracts from its membership with their

existing or new cooperatives when ever it is in the County's best interest to do so.

9. Bid award will be made to the lowest, responsive, responsible bidder meeting all specifications and/or requirements.

10. Hidalgo County reserves the right to add or delete sites during the term of the contract under the same rates and conditions including but not limited to; renovations/modernizations of the Buildings

11. All costs and expenses associated with the preparation and submission of (bids, proposals
And/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

**A. Market Volatility and Unit Price Adjustments:**

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

**1). Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

a. A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier=s advisory or notification to the vendor of the price changes.
b. The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
c. The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
d. No price escalation will be authorized in excess of the amount of the increase referred to in the supplier=s notice.
e. The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

**2). Price Reduction:** Vendor shall notify the County at the time when the Vendor=s costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be

obligated to pay the Vendor the difference between the contract price and the price adjustment.

**3). Time frame for Adjusted Price Increases**: Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at
any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

**4). Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or
invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

**5). Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

## Additional Information:

All Costs And Expenses Associated With The Preparation And Submission Of Bids Shall Be The Responsibility Of The Bidder And No Reimbursements For Such Charges Or Expenses Shall Be Passed On To Hidalgo County.

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent**, AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956) 292-7612 OR VIA EMAIL: yolanda.velasquez@co.hidalgo.tx.us BY NO LATER THAN, Wednesday JUNE 12, 2013 AT 5:00 P.M., AT (956) 318-2629. RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICANTS VIA FACSIMILE OR EMAIL BY NO LATER THAN 5:00 P.M. Friday JUNE 14, 2013.**

**EXHIBIT "B"**
**"MAINTENANCE & REPAIRS for ELEVATORS LOCATED in COUNTY OWNED BLDGS"**
**BID NO.:2013-020-06-19-YZV**

# BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable
**INCOMPLETE** submittals shall be considered a probable cause for disqualification.

| | **MAINTENANCE** MONTHLY RATE per unit | | **SERVICE CALLS** | | |
|---|---|---|---|---|---|
| | **Hydro Traction** | **Cable Traction** | **NORMAL HRS 8 AM-5 PM** | **After hours Nights, weekends & Holidays** | **Emergency Calls** |
| ***4 Elevators*** | **Courthouse** | | | **100 N Closner** | |
| 1 Main Lobby west side (cable-electric type) | | $ | $ | $ | $ |
| 2 Main Lobby east side (cable-electric type) | | $ | $ | $ | $ |
| 3 Northeast side (hydro-electric type) | $ | | $ | $ | $ |
| 4 Northeast side (hydro-electric type) | $ | | $ | $ | $ |
| ***1 Elevator*** | **County Clerk Warehouse** | | | **317 N. Closner** | |
| 1 Cty Clerks Warehouse (hydro-electric type) | $ | | $ | $ | $ |
| ***2 Elevators*** | **Delta Building Warehouse** | | | **3100 S. Business Hwy 281** | |
| 1 Elevator left- North 2 story freight elevator-No Passenger (hydro-electric type) | $ | | $ | $ | $ |
| 2 Elevator right-South, 2 story freight elevator-No Passenger (hydro-electric type) | $ | | $ | $ | $ |
| *4 Elevators* | **Administration Building** | | | **100 E CANO** | |
| 1 Main Lobby/Atrium (hydro-electric) | $ | | $ | $ | $ |
| 2 Main Lobby/Atrium (hydro-electric) | $ | | $ | $ | $ |
| 3 County Judge Office North Side (small hydro-electric) | $ | | $ | $ | $ |
| 4 On the South Side (small hydro-electric) | $ | | $ | $ | $ |
| 2 Floors | $ | $ | $ | $ | $ |
| 3 Floors | $ | $ | $ | $ | $ |
| 4 Floors | $ | $ | $ | $ | $ |
| 5 Floors | $ | $ | $ | $ | $ |
| **TOTAL COST** | **$** | **$** | **$** | **$** | **$** |

**EXHIBIT "B"**
**"MAINTENANCE & REPAIRS for ELEVATORS**
**LOCATED in COUNTY OWNED BLDGS"**
**BID NO.:2010-126-05-26-MEG**

*** Number and experience of trained mechanics and supervisors who will be used in the performance of this contract (See Mechanic Qualifications).**

| | NAMED TRAINED MECHANICS | NO. OF YEARS | TYPE OF TRAINING/SOURCE |
|---|---|---|---|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |

**BIDDER/COMPANY NAME:** _____

**ADDRESS:** _____

**CITY:** _____ **STATE:** _____ **ZIP CODE:** _____

**PHONE No:** _____ **FAX No:** _____

**AUTHORIZED SIGNATURE:** _____

**PRINTED NAME:** _____

**TITLE:** _____ **DATE:** _____

**EMAIL:** _____

# EXHIBIT "C"

## Insurance Requirements
## Applicable to the Acquisition of Goods and /or Services
## (Other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

**Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).** Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

# ACORD

## CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE | LIMITS | |
|---|---|---|---|---|---|---|
| A | **GENERAL LIABILITY**<br>☐ COMMERCIAL GENERAL LIABILITY<br>☐ ☐ CLAIMS MADE OCCUR<br>☐ OWNER'S & CONT. PROT<br>☐ OWNER'S PROTECTIVE LIABILITY<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ 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**<br>☐ ANY AUTO<br>☐ ALL OWNED AUTOS<br>☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS<br>☐ NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | BODILY INJURY (Per person) | $ |
| | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | **GARAGE LIABILITY**<br>☐ ANY AUTO | | | | AUTO ONLY-EA ACCIDENT | $ |
| | | | | | OTHER THAN AUTO ONLY EA ACC | $ |
| | | | | | AGG | $ |
| C | **EXCESS LIABILITY**<br>☐ OCCUR ☐ CLAIMS MADE<br>☐ DEDUCTIBLE<br>☐ RETENTION $ | | | | EACH OCCURENCE | $ |
| | | | | | AGGREGATE | $ |
| | | | | | | $ |
| | | | | | | $ |
| | | | | | | $ |
| D | **WORKERS COMPENSATION AND EMPLOYER'S LIABILIT** | | | | WC STATU-TORY LIMITS ☐ OTHER | |
| | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | E.L. DISEASE-EA EMPLOYEE | $ |
| | | | | | E.L. DISEASE-POLICY LIMIT | $ |
| | **OTHER** | | | | | |

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.**

CERTIFICATE HOLDER

**Hidalgo County**
**Attn: Purchasing Department**
**2812 S Highway Bus. 281**
**Edinburg, Texas 78539**

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SAMPLE

# Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

**Notice to Bidder:**
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

**THIS FORM MUST ACCOMPANY BID PACKET**

# PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

# EXHIBIT "D"

## CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

**For vendor or other person doing business with local governmental entity**

**This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

| OFFICE USE ONLY |
| --- |
| Date Received |

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

# HIDALGO COUNTY
# PURCHASING DEPARTMENT
# Bidder/Vendor Application

**Complete in print or type. Please return this application to the Hidalgo County Purchasing Department**
**thru Facsimile: (956) 318-2629 or Fax (956) 292-7612**
**in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539**
**or email: purchasing@co.hidalgo.tx.us**

**Company Name**: **Telephone No. ( )**

**dba Name:**

**Legal Name:**

**Mailing Address :** **Fax No. ( )**

**Physical Address:**

**City, State, Zip** **Tax I.D. No.**

**Remit to Address :** **City, State, Zip**

**E-Mail Address:**

**Representative(s) Name(s) & Title(s)**

**Type of Organization (check one): _____ Individual _____ Partnership ____ Corporation _____Non-Profit**
**_____ LLC _____ Sole Proprietor _____ Other, Specify**
**State Identification No._____ (Please attached completed W-9 form with this application)**
**Federal Identification No. or (if individual) SS No.**

**State of Incorporation: _____ Date:_____ Other**:

**Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker**
**_____ Distributor _____ Service Organization _____ Other, Specify**

**Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:**

**Small and/or Disadvantaged Business Information (check application criteria)**
**Small Business: Disadvantaged Business (At Least 51% Ownership)**

- ☐ Less than 125,000 annual gross receipt
- ☐ Less than 250,000 annual gross receipt
- ☐ Less than 499,000 annual gross receipt
- ☐ More than 500,000 annual gross receipt

- ☐ 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.:**

## HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: □Yes □ No

If yes, by whom?: □ Texas Building & Procurement Commission □ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: □ Yes □ No

## LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): □Texas Building & Procurement Commission □ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): □Texas Building & Procurement Commission □ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): □Texas Building & Procurement Commission □ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

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

**Print or type** See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ► ---------- ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

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

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

**Social security number**
| | | | - | | - | | | | |

**or**

**Employer identification number**
| | | - | | | | | | | |

## Part II Certification

Under penalties of perjury, I certify that:

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

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

**Sign Here** **Signature of U.S. person** ► **Date** ►

## Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

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

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

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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

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

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

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

***Example.*** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

# Specific Instructions

## Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

## Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| Interest and dividend payments | All exempt recipients except for 9 |
| Broker transactions | Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker |
| Barter exchange transactions and patronage dividends | Exempt recipients 1 through 5 |
| Payments over $600 required to be reported and direct sales over $5,000 [1] | Generally, exempt recipients 1 through 7 [2] |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account [1] |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor [2] |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee [1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner [1] |
| 5. Sole proprietorship or single-owner LLC | The owner [3] |
| **For this type of account:** | **Give name and EIN of:** |
| 6. Sole proprietorship or single-owner LLC | The owner [3] |
| 7. A valid trust, estate, or pension trust | Legal entity [4] |
| 8. Corporate or LLC electing corporate status on Form 8832 | The corporation |
| 9. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 10. Partnership or multi-member LLC | The partnership |
| 11. A broker or registered nominee | The broker or nominee |
| 12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**Certification**
**Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

**THE STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

**SERVICE CONTRACT**
**C-13-020-00-00**

THIS CONTRACT is made and entered into this day _____ of _____**, 2013** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____ _____, a Texas Corporation ("Company").

WHEREAS, Company responded to bids requested for "**Maintenance** & **Repairs for Elevators Located in County Owned Buildings"** (the "Services") for Hidalgo County; and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the "RFB") and Exhibit "B" respectively, and incorporated herein for all purposes (the "Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the quote to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to **Hidalgo County** for Maintenance & Repairs for Elevators Located in County Owned Buildings as specified in the specifications attached hereto as Exhibit "A". This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or

otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the Director of Buildings and Grounds or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period **of two (2) year period** beginning, **Month 00, 2013** and ending on, **Month 00, 2015** with the County's option to renew contract for additional one (1) year term, under the same rates, terms, and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term for unforeseen delay in award of new bid for the next contract term.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

DRAFT

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses and expenses including attorney=s fees for any action resulting from personal injury and/or property damage against the County to the extent arising out of, resulting from or connected with the provision of services by the Company under this Contract. Said indemnity shall include coverage of any negligent act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. In no event shall Company be liable for special, indirect, consequential or liquidated damages for default or delay caused by the County.

12. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no

supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

13. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
**Attn: County Judge**
**302 W. University Drive**
**Edinburg, Texas 78539**

If to Company:

14. 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.

15. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

DRAFT

WITNESS our hands in duplicate originals this _____day of _____, 2013

Approved on Commissioners' Court_____

COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

COMPANY:

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM:
Hidalgo County Criminal District Attorney

By:_____
Josephine Ramirez Solis
Assistant Criminal District Attorney
County Affairs Section

DRAFT

DRAFT

# EXHIBIT “A”
## Request for Bid (RFB)
## Procurement Packet

DRAFT

# EXHIBIT “B”

## Bid Page

# EXHIBIT “C”
## Certificate of Insurance

DRAFT

# EXHIBIT “B”
## Bid Page

**EXHIBIT "B"**
**"MAINTENANCE & REPAIRS for ELEVATORS LOCATED in COUNTY OWNED BLDGS"**
**BID NO.:2013-020-06-19-YZV**

# BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable
**INCOMPLETE** submittals shall be considered a probable cause for disqualification.

| | MAINTENANCE MONTHLY RATE per unit | | SERVICE CALLS | | |
|---|---|---|---|---|---|
| | Hydro Traction | Cable Traction | NORMAL HRS 8 AM-5 PM | After hours Nights, weekends & Holidays | Emergency Calls |
| ***4 Elevators*** | **Courthouse** | | | **100 N Closner** | |
| 1 Main Lobby west side (cable-electric type) | | $ 425 | $ 0 | $ 0 | $ 0 |
| 2 Main Lobby east side (cable-electric type) | | $ 425 | $ 0 | $ 0 | $ 0 |
| 3 Northeast side (hydro-electric type) | $ 350 | | $ 0 | $ 0 | $ 0 |
| 4 Northeast side (hydro-electric type) | $ 350 | | $ 0 | $ 0 | $ 0 |
| ***1 Elevator*** | **County Clerk Warehouse** | | | **317 N. Closner** | |
| 1 Cty Clerks Warehouse (hydro-electric type) | $ 275 | | $ 0 | $ 0 | $ 0 |
| ***2 Elevators*** | **Delta Building Warehouse** | | | **3100 S. Business Hwy 281** | |
| 1 Elevator left- North 2 story freight elevator-No Passenger (hydro-electric type) | $ 250 | | $ 0 | $ 0 | $ 0 |
| 2 Elevator right-South, 2 story freight elevator-No Passenger (hydro-electric type) | $ 250 | | $ 0 | $ 0 | $ 0 |
| ***4 Elevators*** | **Administration Building** | | | **100 E CANO** | |
| 1 Main Lobby/Atrium (hydro-electric) | $ 325 | | $ 0 | $ 0 | $ 0 |
| 2 Main Lobby/Atrium (hydro-electric) | $ 325 | | $ 0 | $ 0 | $ 0 |
| 3 County Judge Office North Side (small hydro-electric) | $ 225 | | $ 0 | $ 0 | $ 0 |
| 4 On the South Side (small hydro-electric) | $ 225 | | $ 0 | $ 0 | $ 0 |
| 2 Floors | $ | $ | $ | $ | $ |
| 3 Floors | $ | $ | $ | $ | $ |
| 4 Floors | $ | $ | $ | $ | $ |
| 5 Floors | $ | $ | $ | $ | $ |
| **TOTAL COST** | $ 2,575 | $ 850 | $ 0 | $ 0 | $ 0 |

OPENED 9:41 6-19-1 Witnessed

**EXHIBIT "B"**
**"MAINTENANCE & REPAIRS for ELEVATORS LOCATED in COUNTY OWNED BLDGS"**
**BID NO.:2010-126-05-26-MEG**

*** Number and experience of trained mechanics and supervisors who will be used in the performance of this contract (See Mechanic Qualifications).**

| | NAMED TRAINED MECHANICS | NO. OF YEARS | TYPE OF TRAINING/SOURCE |
|---|---|---|---|
| 1 | ROY RANGEL | 31 YEARS | NEIEP - NATIONAL ELEVATOR INDUSTRY EDUCATIONAL PROGRAM |
| 2 | DON PRESCOTT | 18 YEARS | NEIEP |
| 3 | DAVID GARZA | 13 YEARS | NEIEP |
| 4 | BOBBY SCHUMANN | 34 YEARS | NEIEP |
| 5 | LEE FLECK | 20 YEARS | NEIEP |

**BIDDER/COMPANY NAME:** THYSSENKRUPP ELEVATOR AMERICAS

**ADDRESS:** 5449 BEAR LANE, SUITE 406

**CITY:** CORPUS CHRISTI, **STATE:** TX **ZIP CODE:** 78405-4124

**PHONE No:** (800) 364-9023 **FAX No:** (866) 228-5158

**AUTHORIZED SIGNATURE:** Gregory S Laznovsky

**PRINTED NAME:** GREGORY S. LAZNOVSKY

**TITLE:** SALES MANAGER **DATE:** 6-18-13

**EMAIL:** gregory.laznovsky@thyssenkrupp.com

# EXHIBIT “C”
## Certificate of Insurance

OCT 09 2012

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/20/2012

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

Willis of Illinois, Inc.
233 S. Wacker Drive, Suite 2000
Chicago IL 60606

SCANNED

CONTACT NAME: Helen Chen
PHONE (A/C, No, Ext): 312-288-7489 FAX (A/C, No): 312-621-6865
E-MAIL ADDRESS: tke.certificates@willis.com
PRODUCER CUSTOMER ID #:

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A : | Lexington Insurance Company | 19437 |
| INSURER B : | Wausau Bus Ins Co/Wausau Underwriters Ins | 26069/26042 |
| INSURER C : | Indemnity Ins Co of NA/ACE American Ins Co | 43575/22667 |
| INSURER D : | | |
| INSURER E : | | |
| INSURER F : | | |

**INSURED**

THYSSENKRUPP ELEVATOR CORPORATION
2801 NETWORK DR STE 700
FRISCO TX 75034

**COVERAGES** CERTIFICATE NUMBER: BHOR-8YC88Z-120920135137 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 | | | 037205277<br>037205276 | 10/01/2012 | 10/01/2013 | EACH OCCURRENCE | $2,000,000 |
| | [X] COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $1,000,000 |
| | [ ] CLAIMS-MADE [X] OCCUR | | | | | | MED EXP (Any one person) | $5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $2,000,000 |
| | | | | | | | GENERAL AGGREGATE | $2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG | Included |
| | [X] POLICY [ ] PRO-JECT [ ] LOC | | | | | | | |
| B | AUTOMOBILE LIABILITY | | | ASKZ91438879012 (AOS)<br>ASJZ91438879032 (PR) | 10/01/2012 | 10/01/2013 | COMBINED SINGLE LIMIT (Ea accident) | $2,000,000 |
| | [X] ANY AUTO | | | | | | BODILY INJURY (Per person) | |
| | [ ] ALL OWNED AUTOS | | | | | | BODILY INJURY (Per accident) | |
| | [ ] SCHEDULED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | |
| | [ ] HIRED AUTOS | | | | | | | |
| | [ ] NON-OWNED AUTOS | | | | | | | |
| | | | | | | | | |
| | [ ] UMBRELLA LIAB [ ] OCCUR | | | | | | EACH OCCURRENCE | |
| | [ ] EXCESS LIAB [ ] CLAIMS-MADE | | | | | | AGGREGATE | |
| | [ ] DEDUCTIBLE | | | | | | | |
| | [ ] RETENTION $ | | | | | | | |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | | WLRC47125042 (AOS)<br>WLRC47125030 (CA, MA) | 10/01/2012 | 10/01/2013 | [X] WC STATU-TORY LIMITS [ ] OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | $1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $1,000,000 |
| | | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: ELEVATOR MODERNIZATION JOB# 077FAJ791-94 HIDALGO COUNTY ADMINISTRATION BUILDING - EDINBURG TX

**CERTIFICATE HOLDER**

COUNTY OF HIDALGO
ATTN: HIDALGO COUNTY PURCHASING DEPARTMENT
2802 S. 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

Andrea Paiva


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# ADDITIONAL INFORMATION

Date
09/20/2012
02:16:31 PM

**PRODUCER**

Willis of Illinois, Inc.
233 S. Wacker Drive, Suite 2000
Chicago IL 60606

Company
E

Company
F

**INSURED**

THYSSENKRUPP ELEVATOR CORPORATION
2801 NETWORK DR STE 700
FRISCO TX 75034

Company
G

Company
H

**TEXT**

The Additional Insured(s) listed below are added as an Additional Insured(s) with respect to Automobile and General Liability policies, but only to the extent required by written contract and only to the extent that coverage is afforded under these policies.
HIDALGO COUNTY

**CERTIFICATE HOLDER**

COUNTY OF HIDALGO
100 ESAT CANO
EDINBURG TX 78539

Serial #: BHOR-8YCA2P-120920141631

# HIDALGO COUNTY PURCHASING DEPARTMENT
# ACKNOWLEDGEMENT SHEET

**DEPARTMENT NAME: Hidalgo County Facilities Management Department**

**DESCRIPTION OF BID: "Maintenance & Repairs For Elevators Located In County Owned Buildings"**

**BID NO: 2013-020-06-19-YZV** | **BUYER: Yolanda Velasquez**

| 1 | NAME OF COMPANY : ThyssenKrupp Elevators | ACKNOWLEDGEMENT √ |
|---|---|---|

| Courthouse (4) | MAINTENANCE MONTHLY RATE per unit | | SERVICE CALLS | | |
|---|---|---|---|---|---|
| | Hydro Traction | Cable Traction | NORMAL HRS 8 AM-5 PM | After hours | Emergency Calls |
| 1 Main Lobby west side | | $425.00 | 0 | 0 | 0 |
| 2 Main Lobby east side | | $425.00 | 0 | 0 | 0 |
| 3 Northeast side | $350.00 | | 0 | 0 | 0 |
| 4 Northeast side | $350.00 | | 0 | 0 | 0 |
| **County Clerk Warehouse (1)** | | | | | |
| 1 Cty Clerks Warehouse | $275.00 | | 0 | 0 | 0 |
| **Delta Building Warehouse (2)** | | | | | |
| 1 Elevator left- North 2 story | $250.00 | | 0 | 0 | 0 |
| 2 Elevator right-South, 2 story | $250.00 | | 0 | 0 | 0 |
| **Administration Building (4)** | | | | | |
| 1 Main Lobby/Atrium | $325.00 | | 0 | 0 | 0 |
| 2 Main Lobby/Atrium | $325.00 | | 0 | 0 | 0 |
| 3 County Judge Office North Side | $225.00 | | 0 | 0 | 0 |
| 4 On the South Side | $225.00 | | 0 | 0 | 0 |
| 2 Floors | NO BID | NO BID | NO BID | NO BID | NO BID |
| 3 Floors | NO BID | NO BID | NO BID | NO BID | NO BID |
| 4 Floors | NO BID | NO BID | NO BID | NO BID | NO BID |
| 5 Floors | NO BID | NO BID | NO BID | NO BID | NO BID |
| **TOTAL COST** | **$2,575.00** | **$850.00** | **0** | **0** | **0** |

| NAMED TRAINED MECHANICS | | NO. OF YEARS | TYPE OF TRAINING/SOURCE |
|---|---|---|---|
| 1 | Roy Rangel | 31 years | National Elevator Industry Education Program (NEIEP) |
| 2 | Don Prescott | 18 years | National Elevator Industry Education Program (NEIEP) |
| 3 | David Garza | 13 years | National Elevator Industry Education Program (NEIEP) |
| 4 | Bobby Schumann | 34 years | National Elevator Industry Education Program (NEIEP) |
| 5 | Lee Fleck | 20 years | National Elevator Industry Education Program (NEIEP) |

**HIDALGO COUNTY PURCHASING DEPARTMENT**
**PARTICIPATING BIDDER'S LOG**
**SPECIFICATIONS/BID PACKETS**
**RFB-RFP-RFQ**

**BID OPENING DATE: June 19, 2013 BID OPENING TIME: 9:30 A.M.**

**DEPARTMENT/BID DESCRIPTION:"HIDALGO COUNTY- FACILITIES MANAGEMENT DEPARTMENT – MAINTENANCE & REPAIR FOR ELEVATORS LOCATED IN COUNTY OWNED BLDGS"**
**BID NO.: 2013-020-06-19-YZV**

| NAME OF VENDOR: COMPANY/FIRM | BID REQUEST *VIA | SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT | DATE | ADDRESS & PHONE NO |
|---|---|---|---|---|
| 1Thyssenkrupp Elevator Corp.<br>Attn. Gregory Laznovsky | Email | Gregory.laznovsky@thyssenkrupp.com | 06/05/13 | 5449 Bear Lane Suite 406<br>Corpus Christi, TX 78405<br>Tel: 800-334-8984 |
| 2 Prime Vendor Inc.<br>Attn. Kimberly Doumit | Email | Bids20@prime-vendor.com | 06/05/13 | 4622 Cedar Avenue<br>Wilmington NC 48403<br>Tel: 800-746-9554 |
| 3 Reed Construction Data<br>Attn. Tom Clarke | Email | Tom.clark@reedbusiness.com | 06/05/13 | Tel: 630-288-8343<br>Fax: 678-680-0664 |
| 4 Rio Elevator Company, INC<br>Attn. Amanda Hill | Email | ahill@rioelevator@sbcglobal.net | 06/10/13 | 113 W. Madison/P.O. Box 2709<br>Harlingen, TX 78550<br>Tel: 956-423-6576 |
| 5 Virtual Builders Exchange<br>Attn. Jeannette Olguin | Email | Jeannette@virtualbx.com | 06/12/13 | 4047 Naco Perrin Ste 100<br>San Antonio, TX 78217<br>Tel: 210-564-6902 |
| 6 Reed Construction Data<br>Attn. Russ Johnson | Email | Russ.johnson@reedbusiness.com | 06/12/13 | Tel: 770-209-3668<br>Fax: 678-680-0807 |
| 7 | | | | |
| 8 | | | | |
| 9 | | | | |
| 10 | | | | |
| 11 | | | | |
| 12. | | | | |

***VIA:**
**IN PERSON (IP)** **TELEPHONE REQUEST (TR)** **FACSIMILE (FAX)**
**BIDDER LIST MAIL OUT (BLM)** **E-MAIL (EM)**

**Zimbra** **yolanda.velasquez@co.hidalgo.tx.us**

## Re: Contract -Maintenance & Repairs for Elevators Located in County Owned Bldgs

**From :** Martha Salazar <martha.salazar@co.hidalgo.tx.us> Mon, Jun 24, 2013 04:33 PM

**Subject :** Re: Contract -Maintenance & Repairs for Elevators Located in County Owned Bldgs

**To :** Yolanda Velasquez <yolanda.velasquez@co.hidalgo.tx.us>

There is your answer. Use her initial approval if nothing but awarded vendor bid page are added to draft.
Marty

---

**From:** "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
**To:** "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
**Sent:** Monday, June 24, 2013 4:31:51 PM
**Subject:** Re: Contract -Maintenance & Repairs for Elevators Located in County Owned Bldgs

No, I just added awarded sole vendor info along with the bid page,procurement packet and insurance pages.

---

**From:** "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
**To:** "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
**Sent:** Monday, June 24, 2013 3:54:25 PM
**Subject:** Re: Contract -Maintenance & Repairs for Elevators Located in County Owned Bldgs

Did the draft change?

---

**From:** "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
**To:** "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
**Sent:** Monday, June 24, 2013 3:53:24 PM
**Subject:** Re: Contract -Maintenance & Repairs for Elevators Located in County Owned Bldgs

Mrs. Marty,

It was approved as a draft for procurement process, now i'm getting ready to award and that is the okay I'm pending.

Yoli

---

**From:** "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>

**To:** "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
**Sent:** Monday, June 24, 2013 3:19:56 PM
**Subject:** Fwd: Contract -Maintenance & Repairs for Elevators Located in County Owned Bldgs

Ms. Yoli:
Look below. Ms. Josephine already approved. Or am I wrong?
Marty

---

**From:** "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
**To:** "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
**Sent:** Monday, June 24, 2013 2:13:32 PM
**Subject:** Contract -Maintenance & Repairs for Elevators Located in County Owned Bldgs

Mrs. Marty,

Just wondering if you have heard from legal in regards to contract as to form for above mentioned project.

---

**From:** "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
**To:** "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
**Sent:** Friday, June 21, 2013 11:33:46 AM
**Subject:** Fwd: Draft Contract -Maintenance & Repairs for Elevators Located in County Owned Bldgs

Good morning Mrs. Marty,

Please forward to legal "Service Contract" for Maintenance and Repair for Elevators Located in County Owned Bldgs. to review as to form for award to sole bidder meeting all specifications/requirements.

Thanks
Yoli

---

**From:** "Josephine L. Ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>
**To:** "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
**Sent:** Tuesday, May 14, 2013 11:26:46 AM
**Subject:** RE: Draft Contract -Maintenance & Repairs for Elevators Located in County Owned Bldgs

Yoli,

I have reviewed and approve as to the form of the agreement. Thanks.

Josephine Ramirez Solis

*Assistant Criminal District Attorney*
County Affairs Section
**Office of Criminal District Attorney**
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

**********
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**********

---

**From:** Yolanda Velasquez [mailto:yolanda.velasquez@co.hidalgo.tx.us]
**Sent:** Monday, May 13, 2013 4:15 PM
**To:** josephine.ramirez@da.co.hidalgo.tx.us
**Subject:** Fwd: Draft Contract -Maintenance & Repairs for Elevators Located in County Owned Bldgs

Hello,

I made changes indicated. Please advise if ready to proceed to next step of procurement process.

Thanks
Yoli

---

**From:** "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
**To:** "josephine ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>
**Sent:** Thursday, May 9, 2013 9:48:35 AM
**Subject:** Draft Contract -Maintenance & Repairs for Elevators Located in County Owned Bldgs

Good morning,

I had forwarded to Mrs. Marty the Draft with the changes that were recommended addressed. I don't think she has forward to you for final okay.

Please review and advise to proceed to next step.

Thank you

Yolanda Velasquez, Buyer III

Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

---

**From:** "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
**To:** "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
**Sent:** Friday, May 3, 2013 4:36:02 PM
**Subject:** Fwd: Maintenance & Repairs for Elevators Located in County Owned Bldgs

Marty,

I made the changes as per legal. I have attached the revised copy for final okay of draft.

Thanks
Yoli

---

**From:** "Josephine L. Ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>
**To:** "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>, "michael garza" <michael.garza@da.co.hidalgo.tx.us>, "victor garza" <victor.garza@da.co.hidalgo.tx.us>
**Cc:** "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
**Sent:** Friday, May 3, 2013 2:30:07 PM
**Subject:** RE: Maintenance & Repairs for Elevators Located in County Owned Bldgs

Marty,

See attached contract. Two provisions are highlighted: 1) it is unclear if this is a two year or one year term (specifications say two so please modify if this is correct); and 2) the signature line should be modified for my signature.

Thanks

Josephine Ramirez Solis
*Assistant Criminal District Attorney*
County Affairs Section
**Office of Criminal District Attorney**
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

**********
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**COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO**
**josephine.ramirez@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**
**********

---

**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
**Sent:** Friday, May 03, 2013 12:58 PM
**To:** josephine.ramirez; michael garza; victor garza
**Cc:** Yolanda Velasquez
**Subject:** Fwd: Maintenance & Repairs for Elevators Located in County Owned Bldgs

Counselors:
Please review and comment as to form. We've attached specifications to assist.
Thanks,
Marty

---

**From:** "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
**To:** "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
**Sent:** Friday, May 3, 2013 9:45:54 AM
**Subject:** Maintenance & Repairs for Elevators Located in County Owned Bldgs

Good morning Mrs. Marty,

Please forward draft contract document along with specifications to Legal for review/comment as to form to proceed to next step of procurement process.

Thank you

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

# MEMORANDUM

2812 SOUTH BUSINESS HIGHWAY 281 ★ EDINBURG, TEXAS 78539★TEL: (956) 318-2626 ★ FAX: (956) 318-2629

RECEIVED
JUN 19 2013
By

**To:** Daniel Flores, Building Maintenance Manager
Hidalgo County Facilities Management Department

**From:** Yolanda Velasquez
Purchasing Dept., Buyer II

**Date:** June 19, 2013

**Re:** **REQUEST FOR RECOMMENDATION for: RFB-2013-020-06-19-YZV "MAINTENANCE AND REPAIR FOR ELEVATORS LOCATED IN COUNTY OWNED BUILDINGS"**

A sole response to the above mentioned project was received. Enclosed you will find a copy of the Tabulation sheet for your review and recommendation/non-recommendation.

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response **Wednesday, June 26, 2013 no later than 2:30 p.m.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 318-2629 or via email to: **yolanda.velasquez@co.hidalgo.tx.us**

☑ **DO** recommend accepting of response ☐ **DO NOT** recommend accepting of response

BUDGET ACCOUNT#: 3-1100-419-40-220-001-0-431

Recommendations/Concerns: Concur w/ sole source vendor recommendations to go with Thyssenkrupp Elevator.

If you should have any questions or need additional information please let me know.

Daniel Flores 6/19/13

AUTHORIZED SIGNATURE PRINTED NAME DATE

**AI-39457** **Purchasing Department 27. B. 1.**

**CC REGULAR**

**Meeting Date:** 07/09/2013

**Submitted By:** Rocio Villarreal, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

### CAPTION

Acceptance and approval to execute the final form of AIA Agreement with ERO Architects, (as approved for negotiation on CC 03/05/13) in connection with the construction of "Precinct No. 2 New Field Operations Shop."

### BACKGROUND

Agreement was approved on 5/7/13- Additional Scope and Equipment was requested by Precinct Office.

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1342-431-00-122-053-0-739

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

**BUDGETARY IMPACT:**

Avail. Bal. $440,972.89

## Attachments

exhibits

legal

AIA

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Darlene Betancourt | 07/02/2013 10:02 AM |
| Budget & Management | Obdett Calzada | 07/02/2013 10:24 AM |
| Olga Garza | Olga Garza | 07/02/2013 04:31 PM |
| Auditor's Office | Monica Badillo | 07/02/2013 05:15 PM |

Form Started By: Rocio Villarreal Started On: 06/26/2013 05:08 PM

Final Approval Date: 07/02/2013

# EXHIBIT A

# ARTICICLE 14 & 15

# ADDITIONAL SUPPLEMENTAL CONDITIONS TO THE AIA DOCUMENT B101 – 2007

**HIDALGO COUNTY**
**ADDITIONAL SUPPLEMENTAL CONDITIONS TO THE**
**AIA DOCUMENT B 101 – 2007**

**Standard Form of Agreement between Owner and Architect**

**ARTICLE 14**

**14.1 Requests for Payment.** On or before noon of the first Monday of each month during the performance of the services, Architect shall submit to Owner for its approval a request for payment ("Request for Payment") in form and substance satisfactory to Owner. Each Request for Payment shall set forth the amount due for Services rendered, a detailed breakdown of the amount and the sum of all prior payments. Owner shall review each such Request for Payment and may make such exceptions as Owner reasonably deems necessary or appropriate under the circumstances then existing. About five (5) working days after the Owner's governing body meets approving such payment, the Owner shall make payment to Architect in the amount approved as aforesaid subject to Section **14.3**, below.

**14.2 Final Payment.** After final completion of the work and acceptance thereof by Owner, Architect shall submit a final request ("Final Request") which shall set forth all amounts due and remaining unpaid to Architect and upon approval thereof by Owner, Owner shall pay to Architect the amount due ("Final Payment") under such Final Request in accordance with the provisions of **14.1**.

The Final Request for Payment shall not be made until Architect delivers to Owner an affidavit that so far as Architect has knowledge or information all materials and services over which Architect has control have been paid.

**14.3 Qualifications on Obligations to Pay.** Any provision hereof to the contrary notwithstanding, Owner shall not be obligated to make any payment (whether a payment under Article 14 hereof or Final Payment) to Architect hereunder if any one or more of the following conditions precedent exist:

(1) Architect is in default of any of its obligations hereunder or otherwise is in default under this Agreement or any of the Contract documents;

(2) Any part of such payment is attributable to Services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to Services which were performed in accordance with this Agreement;

(3) Architect has failed to make payments promptly to consultants or other third parties used in connection with the Services for which Owner has

made payment to Architect;

(4) If Owner, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Services in accordance with this Agreement, no additional payments will be due Architect hereunder unless and until Architect, at its sole cost, performs a sufficient portion of the Services so that such portion of the compensation then remaining unpaid is determined by Owner to be sufficient to so complete the Services.

**14.4** No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the Services to which such partial payment relates or relieves Architect of any of its obligations hereunder with respect thereto.

**14.5** Architect shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the Services.

**14.6 Waiver.** The making of the Final Payment shall constitute a waiver of all claims by the Owner except those arising from (1) faulty or defective Services appearing after completion of the Work, (2) failure of the Services to comply with the requirements of this Agreement or the Contract documents or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of Final Payment shall constitute a waiver of all claims by the Architect except those previously made in writing and identified by the Architect as unsettled at the time of the Final Request for Payment.

**14.7** In the event of a conflict between the provisions of this Article 14, and other provisions in the AIA B101 -2007 as modified, the provisions of Article 14 shall control.

## ARTICLE 15 – OTHER CONDITIONS OR SERVICES

**15.1** Notwithstanding anything to the contrary contained in this Agreement, Owner and Architect agree and acknowledge that Owner is entering into this Agreement in reliance on Architect's experience and abilities with respect to performing the Services. The Architect accepts the relationship of trust and confidence established between it and the Owner by this Agreement. Architect covenants with Owner to use its **best** efforts, skill, judgment and abilities to design the Project and to further the interests of Owner in accordance with the Owner's requirements and procedures, in accordance with the American Institute of Architects' professional standards, and in compliance with all applicable national, federal, state and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. Prior to the commencement of construction, Architect shall certify in writing to Owner that the Drawings and Specifications and all drawings and the improvements when built in accordance therewith conform to all applicable governmental regulations, statutes and

ordinances then in effect. Architect represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the Services.

**15.2** The Architect represents, covenants and agrees that all of the Services to be furnished by the Architect under or pursuant to this Agreement, from the inception of the Agreement until the Project has been fully completed, shall be of the standard and quality which prevail among architects of similar experience, knowledge, skill and ability engaged in architectural practice throughout Texas under the same or similar circumstances involving the design and construction of a project such as the Project with all the amenities as set forth in the Drawings and Specifications.

**15.3** The Architect represents, covenants and agrees that its special talent, training and experience cause it to be the prime professional on the Project and that because of such talent and training, Architect envisions the construction of the Project in its entirety and possesses the special skills which enable it to recognize dangerous conditions that a reasonable, prudent Architect having such special skills could anticipate may arise from the proper use of the Project after accepted by the Owner; as the design professional, it has knowledge which will enable it to recognize specific dangers that may arise from the proper use of the Project after accepted by the Owner; and, it recognizes that any management, employees, and agents of the Owner, plus guests and visitors are within a class of foreseeable persons who will be relying on the Project being designed in a professional and safe manner.

**15.4** Architect represents, covenants and agrees that its Project Drawings and Specifications will be accurate and free from any material errors and the shop drawings that it must approve will be accurate and free from any material errors relating to design intent. Architect additionally represents, covenants and agrees to the following: the design of the Project will conform to its foreseeable use as a project with all the amenities as set forth in the Drawings and Specifications; the result of the Drawings and Specifications, if built in accordance therewith, will be suitable for purposes for which the Project is designed; the result of Architect's inspection of the Project will be suitable for purposes for which the Project is designed; and, the Project will be designed and the construction will be inspected in a workmanlike, professional manner and will be suitable for human occupancy and use. The Architect's responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner of the Drawings and Specifications nor shall the Architect be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Architect's skill and knowledge in preparing the Drawings and Specifications. Notwithstanding the immediately preceding sentence, Architect may rely on any documents or information forwarded by Owner pursuant to Article 2 hereof.

**15.5** The Architect represents, covenants and agrees that the person directly in charge of the professional architectural work is duly registered under Tex. Rev. Civ.

Stat. Ann., art. 249(a), as amended.

**15.6 Indemnification.** To the fullest extent permitted by applicable law, the Architect and its agents, partners, and consultants (collectively "Indemnitors") shall and do agree to indemnify, protect, defend and hold harmless the Owner, Owner's respective Commissioners Court, elected officials, employees and agents (collectively "Indemnitees") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the performance of the Services or any part thereof provided that any such Liabilities (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom, and (2) are caused in whole or in part by any negligent act or omission of the Architect, anyone directly or indirectly employed by it or anyone for whose acts it may be legally liable. In this connection, it is agreed and understood that Architect shall not be responsible for any portion of the liability proximately caused by Owner's negligence.

**15.7 Joint and Several Liability.** In the event more than one of the Indemnitors are connected with an accident or occurrence covered by the indemnification in Article 4.6 hereof, then each of such Indemnitors shall be jointly and severally responsible to the Indemnitees for indemnification and the ultimate responsibility among such Indemnitors for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any Indemnitee. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which Owner or any of the Indemnitees has by law.

**15.8** Notwithstanding any provisions herein to the contrary, it is agreed that if the Architect's final written estimate of construction cost is less than the low bona fide bid for construction and such low bid is not accepted by the Owner, the Architect, at his expense, will make all necessary revisions to the plans and specifications to lower the construction to an amount acceptable to Owner.

**15.9** The Owner agrees to give the Architect the latitude to make the required changes to plans and specifications to achieve the required reduction in construction cost; however, the Architect shall consult with the Owner on all necessary changes.

**15.10** Architect covenants with Owner to obtain separate bids and/or contracts for the following phases of the construction of the Project:

.1 General Construction;

**15.11** The final written estimate of construction cost will be reviewed and approved by the governing body of Owner prior to authorizing the Architect to issue plans and specifications for bidding.

**15.12** Architect agrees to maintain a General and Professional Liability Insurance Policy to cover the liability of Architect connected with the performance of the services or any service covered by this Agreement in an amount equal to or exceeding the value of the Project, unless specifically agreed to by the Owner in a separate written agreement. Any such policy must either be for any occurrence as a result of that performance or, if limited to claims made, include at least a five (5) year extended reporting period. Architect agrees to furnish Owner Certificates of Insurance showing the said Policy to be fully paid, in full force and effect, and not subject to modification or change for the period specified in this Agreement.

**15.13 Time Extensions for Unusually Severe Weather.** This provision specifies the procedures for the determination of time extensions for unusually severe weather. The listing below defines the monthly anticipated adverse weather for the Contract period and is based on National Oceanic and Atmospheric Administration data for the geographical location of the Project:

| **Monthly Anticipated Adverse Weather Calendar Days** | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Annual |
| 2 | 2 | 1 | 2 | 3 | 4 | 3 | 3 | 5 | 3 | 2 | 2 | 32 |

**(1) Determination.** The above schedule of anticipated adverse weather will constitute the base line for monthly (or portion thereof) weather time evaluations. Upon acknowledgment of the notice to proceed and continuing throughout the Contract on a monthly basis, actual adverse weather days will be recorded on a calendar day basis (including weekends and holidays) and compared to the monthly anticipated adverse weather tabulated above. The term actual adverse weather days shall include days impacted by actual adverse weather days.

**(2)** The number of actual adverse weather days shall be calculated chronologically from the first to the last day in each month. Once the number of actual adverse weather days anticipated above have been incurred, the Owner will examine any subsequently occurring adverse weather days to determine whether the Contractor is entitled to a time extension. These subsequently occurring adverse weather days must prevent work for 50 percent or more of the Contractor's work day and delay work critical to the timely completion of the Project. The Owner will convert any delays to meeting the above requirements to calendar days and issue a Change Order in accordance with theses Standard General Conditions

**(3)** The Contractor's schedule must reflect the above anticipated adverse weather delays on all weather dependent activities.

**15.14** In the event of a conflict between the provisions of this Article 15, and other provisions in the AIA B 101 -2007 as modified, the provisions of Article 15 shall control.

# EXHIBIT B

# AIA DOCUMENT A201-2007 GENERAL TERMS AND CONDITIONS OF CONTRACT FOR CONSTRUCTION, AS MODIFIED BY THE OWNER

DRAFT

# AIA® Document A201™ – 2007

## *General Conditions of the Contract for Construction*

For the following PROJECT:
*(Name and location or address)*
Precinct No. 2 -New Vehicle Maintenance Facility
THE OWNER:
*(Name, legal status and address)*
County of Hidalgo
3100 South Business Highway 281, Suite D
Edinburg, Texas 78539

THE ARCHITECT:
*(Name, legal status and address)*
ERO Architects
300 S. 8th Street
McAllen, Texas 78501

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**ADDITIONS AND DELETIONS:** The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.


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**User Notes:** (1682601336)

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## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 BASIC DEFINITIONS

#### § 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect pursuant to Paragraph 7.4. At the Owner's option, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.1.1 Contractor acknowledges and warrants that it has closely examined all the Contract Documents and is unaware of any instance where the documents are not suitable or are insufficient, to enable the Contractor to complete the Work in a timely manner for the Contract sum, and that they include all Work, whether or not shown or described, which reasonably may be inferred or useful for the completion of the Work in full compliance with all applicable codes, laws, ordinances, and regulations.

#### § 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor except as provided in Paragraph 5.3 and 5.4 hereof, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations of the Contractor under the Contract intended to facilitate performance of the Architect's duties.

#### § 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.3.1 The Work shall include the obligation of the Contractor to visit the site of the project before submitting a proposal. Such site visit shall be for the purpose of familiarizing Contractor with the conditions as they exist and the character of the operations to be carried on under the Contract Document, including all existing site conditions, access to the site, physical characteristics of the site and surrounding areas. It also includes all supplies, skill, supervision, transportation services and other facilities and things necessary, proper or incidental to the carrying out and completion of the terms of the Contract and all other items of cost or value needed to produce, construct and fully complete the public work identified by the Contract Documents identified.

#### § 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

#### § 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams wherever located and whenever issued.

#### § 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

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§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. Any differences between the requirements of the Drawings and the Specifications or any differences noted within the Drawings themselves or within the Specifications themselves have been referred to Owner and Architect by Contractor prior to the submission of bids and have been clarified by an Addendum issued to all bidders.

If such differences or conflicts were not called to Owner's and Architect's attention prior to submission of bids, Architect shall decide which of the conflicting requirements will govern based upon the following: the most stringent of the requirements will take precedence over the less stringent; the most expensive item will take precedence over the less expensive, and subject to the approval of Owner, Contractor shall perform the Work at no additional cost and/or time to Owner in accordance with the Architect's decision. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable as being necessary to produce the intended results.

§ 1.2.1.1 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

.1 The Agreement;
.2 Addenda, with those of later date having precedence over those of earlier date;
.3 Supplemental Conditions;
.4 The General Conditions of the Contract for Construction;
.5 Specifications
.6 Drawings, in the case of inconsistency between the Drawings and Specifications or within either document, not clarified by Addendum, the better quality or greater quantity of Work shall be included in the Contract Documents. Clarifications of the inconsistency will be accomplished with the Contractor and, if necessary, an appropriate reduction in the contract will be accomplished with the Contractor and, if necessary, an appropriate reduction in the contract will be accomplished by Change Order. Figures given on drawings govern scale measurements. Large scale drawings take precedence over small sale drawings. Written words, take precedence over numbers. Handwritten documents take precedence over typewritten documents. Existing conditions take precedence over drawings and specifications for dimensions and shall be verified by the Contractor. The Contractor proceeds at his own risk if conflicts or discrepancies are not resolved prior to the execution of the Work.

§ 1.2.1.2 If Work is required in a manner to make it impossible to produce Work of the quality required by or reasonably inferred from the Contract Documents, or should discrepancies appear among the Contract Documents, Contractor shall request in writing an interpretation from Architect before proceeding with the Work. If Contractor fails to make such request, no excuse will thereafter be entertained for failure to carryout Work in the required manner or provide required guarantees, warranties, or bonds, and Contractor shall not be entitled to any change in the Contract Sum or the Contract Time on account of such failure.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

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§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 Instruments of Service, including the Drawings, Specifications, and other similar or related documents and copies thereof are furnished to Contractor for the purpose of performing the Work and are, and shall remain, the property of Owner and Owner will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Owner or Owners' consultants reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Commissioners Court of Owner, by majority vote, is the only representative of Owner, having the power to enter into a Contract, to execute a change order requiring an increase in the Contract Sum, or agree to an extension of the contractual completion date. The Commissioners Court shall designate, as appropriate, an authorized representative(s) to act on its behalf during the course of construction. In the event that an emergency changes the scope of the Work before the next regular meeting or in order to facilitate and expedite the timely completion of the Work, the Commissioners Court's authorized representative(s) may approve construction changes that do not exceed $10,000.00 in increased costs. Any such changes shall be confirmed in writing between the Contractor and the Commissioner Court's authorized representative(s) and notice of such approved changes shall be given to the Commissioners Court at its next regular meeting. The Commissioners Court will act as soon as reasonably possible to avoid undue delays in the construction completion date.

§ 2.1.2 **DELETED**.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or

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the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics and utility locations, and legal limitations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. In connection with the foregoing, Contractor shall be solely responsible for locating (and shall locate prior to performing any Work) all utilities lines, telephone company lines and cable, sewer lines, water pipes, gas lines, electrical lines, including without limitation, all buried pipelines and buried telephone cables an shall perform the Work in such a manner so as to avoid damaging any such lines, cables, pipes and pipelines. Under this provision the Architect and Engineer are in no way relieved of their responsibilities outlined in the Contract or other attached contracts for identification of existing conditions.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2 for use on this Project. All costs of reproduction are the responsibility of Contractor.

### § 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents or fails to remove and discharge (within ten (10) days) any lien filed upon Owner's or Landlord's property by anyone claiming by, through, or under Contractor or disregards the instructions of Architect or Owner when based on the requirements of the Contract Documents. The Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. However, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3, and any delay resulting from such Work stoppage shall not extend any Milestone Date identified in the Contract for Construction or the required dates of Substantial or Final Completion.

### § 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

§ 2.4.1 The rights stated in Article 2 shall be in addition to and not in limitation of any other rights of Owner granted in the Contract Documents or at law or in equity.

## ARTICLE 3 CONTRACTOR

### § 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the

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jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect and Owner in writing any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for design information in such form as the Architect may require.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect and Owner in writing any nonconformity discovered by or made known to the Contractor as a request for design information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities unless the Contractor recognized or reasonably should have recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Architect and Owner.

§ 3.2.5 The Contractor shall not be entitled to additional compensation for the "rework portion" of any additional work caused by his failure to carefully study and compare the Contract Documents prior to execution of the Work.

§ 3.2.6 The Contractor shall make reasonable attempt to interpret the Contract Documents before asking the Architect for assistance in interpretation. The Contractor shall not ask the Architect for observation of work prior to the Contractor's field superintendent's personal inspection of the work and his determination that the work complies with the Contract Documents.

§ 3.2.7 If, in the opinion of the Architect, the Contractor does not make a reasonable effort to comply with the above requirements of the Contract Documents and this causes the Architect or his consultants to expend an unreasonable amount of the time in the discharge of the duties imposed on him by the Contract Documents, then the Contractor shall bear the cost of compensation for the Architect's additional services made necessary by such failure. The Architect will give the Contractor prior notice of intent to bill for additional services related to 3.2.6, 3.2.7, and 3.12 before additional services are performed.

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§ 3.2.8 If the Contractor has knowledge that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the work or to honor his Warranty, Contractor shall promptly notify the architect in writing, providing substantiation for the position. Any necessary changes, including substitutions of materials, shall be accomplished by appropriate Modification.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 Contractor shall be responsible to Owner for acts and omissions of Contractor's employees, Subcontractors, and their agents and employees, and other persons performing portions of the Work under contract Documents or other arrangements with Contractor.

§ 3.3.5 Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the Work, including those with respect to the safety of persons and property and their protection from damages, injury, or loss. Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by Contractor, its Subcontractor, or anyone directly or indirectly employed by any of them or by anyone for whose acts they may be liable, except for damage or loss attributable solely to acts or omissions of Owner or Architect or by anyone for whose acts either of them may be liable and not attributable to the fault or negligence of Contractor, its Subcontractor, or anyone directly or indirectly employed by them. The foregoing obligations of Contractor are in addition to Contractor's obligations under other provisions hereunder.

§ 3.3.6 Contractor shall be responsible for inspection of portion of Work already performed under the Contract for Construction to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.7 Contractor has the responsibility to ensure that all material suppliers and Subcontractors, their agents, and employees adhere to the Contract Documents, and that they order materials on time, taking into account the current market and delivery conditions, and that they provide materials on time. Contractor shall coordinate its Work with that of all others on the Project, including of construction utilities.

§ 3.3.8 Contractor shall establish and maintain bench marks and all other grades, lines, and levels necessary for the Work; report errors or inconsistencies to Owner and Architect before commencing Work; and, if applicable, review the placement of the buildings and permanent facilities on the site with Owner and Architect after all lines are staked out and before foundation Work is started. Contractor shall provide access to the Work for Owner, Architect, other persons designated by Owner, and governmental inspectors. Any encroachments made by Contractor or its Subcontractors on adjacent properties caused by construction as revealed by an improvements survey, except for encroachments arising from errors or omissions not reasonably discoverable by Contractor in the Contract Documents, shall be the sole responsibility of Contractor, and Contractor shall correct such encroachments within thirty (30) days of the improvement survey (or as soon thereafter as reasonably possible), at Contractor's sole cost and expense, either by the removal of the encroachment (and subsequent reconstruction on the Project site) or agreement with the adjacent property owner(s) (in form and substance satisfactory to Owner in its sole discretion) allowing the encroachments to remain.

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§ 3.3.9 Contractor shall verify at the Work site the measurements indicated on the Drawings and Specifications and shall establish correctly the lines, levels, and positions for the Work and be responsible for their accuracy and proper correlation with control lines, monuments, and data, as established by surveys furnished by Owner. Work shall be erected square, plumb, level, true to line and grade, in the exact plane and to the correct elevation and/or sloped to drain as indicated. To ensure the proper execution of its subsequent Work, Contractor shall measure all Work already in place (including but not limited to utilities and grades installed or prepared by others) and shall at once report to Architect and Owner any discrepancy between said Work and the Drawings and Specifications for the Work.

§ 3.3.10 Any discrepancy or omission in the dimensions or elections shown on the Drawings and Specifications or found in previous Work which may prevent accurate layout or construction of the Work, shall immediately be reported by Contractor to Owner and Architect. If Contractor performs, permits, or causes performance of any Work when Contractor knows or reasonably should have known that such discrepancy or omission exists, without first obtaining further instruction from Architect or Owner, Contractor shall bear any and all costs arising therefrom including, without limitation, the costs of correction thereof without increase or adjustment in the Contract Sum. Omissions from the Drawings or Specifications, or the misdescription of details of Work which are reasonably inferable in order to carry out the intent of the Drawings and Specifications, or which are customarily performed, shall not relieve contractor from performing such omitted or mis-described details of the Work, and they shall be performed as if fully and correctly set forth and described in the Drawings and Specifications, at no additional cost to Owner.

§ 3.3.11 Contractor shall engage workers who are skilled in performing the Work, and all Work shall be performed with care and skill and in a good workmanlike manner under the full-time supervision of an approved engineer or foreman. Contractor shall be liable for all property damage, including repairs and replacements of the Work and economic losses, which proximately result from the breach of this duty. Contractor shall advise Architect:

1. if a specified product deviates from good construction practices;
2. if following the Specifications will affect any warranties; or
3. any objections which Contractor may have the Specifications.

Nothing contained in Subparagraph 1.1.3 shall alter the responsibilities established in this Subparagraph.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. By making requests for substitutions based on Subparagraph 3.4.2, Contractor:

.1 represents that Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;

2. represents that Contractor will provide the same warranty for the substitution that Contractor would for that specified;

3. certifies that the cost data presented is complete and includes all related costs under this Contract except Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and

.4 will coordinate the installation for the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. Contractor shall also be responsible for labor peace on the Project and shall at all times make its best efforts and judgments as an experienced Contractor to adopt and implement policies and

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practices designed to avoid Work stoppages, slowdowns, disputes, or strikes where reasonably possible and practical under the circumstances and shall at all times maintain Project-wide labor harmony. Except as specifically provided in Subparagraph 8.3 hereof, Contractor shall be liable to Owner for all damages suffered by Owner.

§ 3.4.4 Materials shall conform to manufacturer's standards in effect at the date of execution of the Agreement and shall be installed in strict accordance with manufacturer's directions. Contractor shall, if required by Owner or Architect, furnish satisfactory evidence as to the kind and quality of any materials. All packaged materials shall be shipped to the site in the original containers clearly labeled, and delivery slips shall be submitted with bulk materials identifying thereon the source, and warranting quality and compliance with Contract Documents.

§ 3.4.5 When the Contract Documents require the Work, or any part of same, to be above the standards required by applicable laws, ordinances, rules and regulations, and other statutory provisions pertaining to the Work, such Work shall be performed and completed by Contractor in accordance with the Contract Documents.

§ 3.4.6 When the manufacturer's name, patent numbers, underwriter's labels, model numbers or similar identifying marks are required, such markings shall be located as inconspicuously as possible.

§ 3.5 WARRANTY

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of the best quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects. . Work, materials, or equipment not conforming to these requirements may be considered defective. If required by the Architect or Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 ALL WARRANTIES SHALL INCLUDE LABOR AND MATERIALS AND THE MANUFACTURER'S WARRANTY SHALL BE SIGNED BY SUBCONTRACTOR AND COUNTERSIGNED BY CONTRACTOR. ALL WARRANTIES SHALL BE ADDRESSED TO OWNER AND DELIVERED TO ARCHITECT UPON COMPLETION OF THE WORK AND BEFORE OR WITH THE SUBMISSION OF REQUEST FOR FINAL PAYMENT.

§ 3.5.3 Contractor shall issue in writing to Owner as a condition precedent to final payment a "general warranty" reflecting the terms and conditions of this Paragraph 3.5 for all Work under the Contract.

§ 3.5.4 The warranties provided in Paragraph 3.5 shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents, and such warranty or remedy required by law or by the Contract Documents, and such warranty shall be interpreted to require Contractor to replace defective materials and equipment and re-execute defective Work which is disclosed to the Contractor by the Owner within a period of one (1) year after final completion of the entire Work unless a longer time is specifically called for in the specifications. The Contractor shall assign all components, equipment and fixture warranties to the Owner and will deliver all manuals to the Owner at the completion of construction.

§3.5.5 Except when a longer warranty time is specifically called for in the Specification Sections or is otherwise provided by law, the General Warranty shall be for twelve (12) months and shall be in form and content otherwise satisfactory to Owner.

§3.5.6 Warranties shall become effective on a date established by Owner and Architect in accordance with the Contract Documents. This date shall be the Date of Substantial Completion of the entire Work, unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties.

§3.5.7 If the Architect considers it impractical, because of unsuitable test conditions or some other factors, to execute simultaneous final acceptance of all equipment, portions of properly installed and functioning equipment may be certified by Architect for final acceptance, subject to Owner's approval, when that portion of the system is complete and ready for operation as called for under Subparagraph 9.8.1.

§3.5.8 Contractor shall warrant for a period of twelve (12) months that the building(s) shall be watertight and leak proof at every point and in every area, except where leaks can be attributed to damage to the building(s) by external

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forces beyond Contractor's control. Contractor shall, immediately upon notification by Owner of water penetration, determine the source of water penetration and, at its own expense, do any Work necessary to make the building(s) watertight. Contractor shall also, at its own expense, repair or replace any other damaged material, finishes, and furnishings, damaged as a result of this water penetration, to return the building(s) to its (their) original condition.

§3.5.9 In addition to the foregoing stipulations, Contractor shall comply with all other warranties referred to in any portions of the Contract Documents or otherwise provided by law or in equity, and where warranties overlap, the more stringent requirement shall govern.

§3.5.10 If for any reason Contractor cannot warrant any part of the Work using material or construction methods that have been specified, or shown, it shall notify Owner and Architect in writing before the Contract is signed, giving reasons, together with the name of product and data on a substitution it can warrant.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall make application, secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract including, without limitation, street openings, sidewalk, and other obstructions, access over public ways and storage necessary for proper execution of the Contract and which are, legally required at the time bids are received or negotiations concluded.

§3.7.1.1 The Contractor shall also obtain all permits and approvals, and pay all fees and expenses, if any, associated with National Pollutant Discharge System (NPDS) regulations administered by the Environmental Protection Agency and state and local authorities, that require completion of documentation and/or acquisition of all permits for the Project. Contractor's obligations under this paragraph do not require it to perform engineering services during the pre-construction phase to prepare proper drainage for the construction sites. However, any drainage alterations made by Contractor during construction phase which modifies the original site drainage plan and requires the issuance of a permit shall be at Contractor's sole cost.

a. The Owner shall pay directly to the governing authority the cost of all permanent property utility assessments and similar utility connection charges.

b. The Contractor shall be responsible for obtaining and paying for all City and County Building Permits, Inspection Fees and Plan Checking Fees; temporary utility charges, tap charges and water meter charges and any other similar fees assessed by jurisdictional authorities having control over the Project.

c. The Owner shall pay fees payable to the Texas Department of Licensing and Regulations (TDLR) for document review relative to the Elimination of Architectural Barriers Act and the Architect will submit the documents to the TDLR for review and approval.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders and all other requirements of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work (including, without limitation, the installation of any materials or equipment) that it knows or reasonably should have known would be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily

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found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend to the Owner in writing, an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15. No adjustment in the Contract Time or Contract Sum shall be permitted in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or based on data provided to Contractor and by the Contractor's prior inspections, tests, reviews, and pre-construction services for the Project; or by the Contractors inspections, tests, reviews and pre-construction services that Contractor had the opportunity and obligation to make in connection with the Project but did not do so.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect in writing. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

### § 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness. If a decision is needed to avoid a delay, Contractor shall notify Architect, Construction manager and Owner in writing sufficiently in advance of needed date to allow reasonable time for selections to be made.

### § 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Superintendent shall be satisfactory to the Owner and shall not be changed except with the consent of the Architect, unless the Superintendent leaves the employment of the Contractor. No increase in Contract Time or Contract Sum shall be allowed in the event the Owner or Architects object to any nominated superintendent. Such approval by the Owner shall not be unreasonably withheld.

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§ 3.9.3 **DELETED**.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's review and approval a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised as required herein and at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The schedule shall indicate the proposed starting and completion dates for the various subdivisions of the Work as well as the totality of the Work. The schedule shall be updated every thirty (30) days and submitted to Architect with Contractor's Applications for Payment. Each schedule shall contain a comparison of actual progress with the estimated progress for such point in time stated in the original schedule. If any schedule submitted sets such a date for Substantial Completion for the Work or any phase of the Work beyond the date(s) of Substantial Completion established in the Contract (as the same may be extended as provided in the Contract Documents), then Contractor shall submit to Architect and Owner for their review and approval a narrative description of the means and methods that Contractor intends to employ to expedite the progress of the Work to ensure timely completion of the various phases of the Work as well as the totality of the Work. To ensure such timely completion, Contractor shall take all necessary action including, without limitation, increasing the number of personnel and labor on the Project and implementing overtime and double shifts. In that event, Contractor shall not be entitled to an adjustment in the Contract Sum or the schedule.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's and Owner's approval. The Architect's and Owner's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.10.4 The process of approving Contractor's schedules and updates to Contractor's schedule shall not constitute a warranty by the Owner that any non-Contractor milestones or activities will occur as set out on Contractor's schedule. Approval of a Contractor's schedule does not constitute a commitment by the Owner to furnish any Owner-furnished information or material any earlier than Owner would otherwise be obligated to furnish that information or material under the Contract Documents. Failure of the Work to proceed in the sequence scheduled by Contractor shall not alone serve as the basis for a Claim for additional compensation or time. In the event there is interference with the Work, which is beyond its control, Contractor shall attempt to reschedule the Work in a manner that will hold resulting additional time and cost to a minimum. The construction schedule shall be in a detailed format satisfactory to the Owner and the Architect and shall also:

.1 Provide a graphic representation of all activities and events that will occur during performance of the Work;
.2 identify each phase of construction and occupancy; and
.3 set forth dates that are critical in ensuing the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents hereinafter referred to as Milestone Dates.

§ 3.10.5 The Owner shall have the right to reschedule the time of day for the performance of any part of the Work that may interfere with the operation of the Owner's premises or any tenants or invitees thereof. The Contractor shall, upon the Owner's request, reschedule any portion of the Work affecting operation of the premises during hours when the premises are not in operation. Any rescheduling of performance of the Work under this Subparagraph 3.10.5 may be grounds for an extension of the Contract Time, if permitted under Subparagraph 8.3.1 and an equitable adjustments in the Contract Sum, if: (1) the performance of the Work was properly scheduled by the Contractor in compliance with the requirements of the Contract Documents, (2) such rescheduling is required for the convenience of the Owner and is not attributable to any act of omission of Contractor, and (3) if Owner agrees to the Contract Sum adjustment prior to any rescheduling.

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§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections (all changes and selections to be approved by Owner and Architect in advance) made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.11.1 At the Date of Substantial Completion and as a condition precedent to final payment, Contractor shall furnish the following documents to Architect for submittal to Owner: Record Drawings showing the field changes and selections (all changes and selections to be approved by Owner and Architect in advance) affecting the general construction, mechanical, electrical, plumbing, and all other Work, and indicating the Work as actually installed. These shall consist of carefully drawn markings on a set of reproducible prints of Architect's Drawings obtained and paid for by Contractor. Contractor shall maintain at the job site one (1) set of Architect's Drawings and indicate thereon each field change as it occurs. The Contractor shall post all Addenda on Construction Documents prior to commencing work on the site.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. If, in the opinion of the Architect, the Shop Drawings, Product Data, Samples and similar submittals are incomplete, indicate an inadequate understanding of the work covered by the submittals, or indicate a lack of study and review by the Contractor prior to submittal to the Architect, the submittals will be returned, unchecked, to the Contractor for correction of these three deficiencies and subsequent re-submittal. Additional service charges as outlined in 3.2.7 may be charged by the Architect in this event.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

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§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional and who shall comply with requirements of Owner regarding qualifications and insurance and, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.12.11 The Contractor shall submit Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents to the Architect at least 30 days prior to the date the Contractor needs the reviewed submittals returned. Where colors are to be selected by the Architect, the Contractor shall submit all Samples in adequate time to allow the Architect to prepare a complete selection schedule. In general, all submittals requiring color selection shall be submitted to the Architect within four weeks of the date of the Contract for construction.

§3.12.12 The Contractor shall submit the number of copies of Shop Drawings, Product Data, Samples and similar submittals which the Contractor and his Subcontractors need for their use plus two additional sets for the Architect and one additional set for each of the Architect's consultants involved with the particular section of work. Where shop drawings are involved, the Contractor shall submit one high quality reproducible transparency and one opaque print of the shop drawing for the Architect plus one additional opaque print for each of the Architect's consultants involved with the particular section of work. The reproducible transparency will be marked by the Architect and/or his consultants and returned to the Contractor for his use, distribution, correction or re-submittal as required. The Architect and his consultants will retain the marked up prints. After final review and correction of the submittal, the Contractor shall send two corrected sets to the Architect, and one to each of the Architect's consultants involved with the particular section of work.

### § 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§3.13.1 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather,

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theft, damage and all other adversity is solely the responsibility of the Contractor.

§3.13.2 The Contractor and any entity for whom the Contractor is responsible shall not erect any sign on the Project site without written consent of the Owner.

§3.13.3 Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building materials and equipment likely to cause hazardous conditions. Without limitation of any other provision on the Contract Documents, Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of: (1) any area and buildings adjacent to the site or the Work or (2) the Building in the event of partial occupancy.

§3.13.4 Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project site, including without limitation, lavatories, toilets, entrance and parking areas other than those designated by Owner. Without limitation of any other provisions of the Contract Documents, the Contractor shall use its best efforts to comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and the Building, as amended from time to time.

### § 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

### § 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.15.3 Prior to the Architect's inspection for Submittal Completion the Contractor shall clean exterior and interior surfaces exposed to view; remove temporary labels, stains, and foreign substances; polish transparent and glossy surfaces; clean equipment and fixtures to a sanitary condition; replace air filters in mechanical equipment; clean roof, gutters and downspouts; remove obstructions and flush debris from drainage systems; clean site; sweep paved areas and rake clean other surfaces; remove trash and surplus materials from the site.

### § 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

### § 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the

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Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless Owner, the Commissioners Court of Owner, all elected officials, employees and agents of Owner of any of the above mentioned parties (the "INDEMNIFIED PARTIES") from and against any and all loss, cost, expense, damage, injury, liability, claim, demand, penalty, or cause of action (including attorneys' fees), directly or indirectly arising out of, resulting from, or related to (in whole or in part), (1) the Work performed hereunder, (2) the Contract, or (3) the act or omission of Contractor, a Subcontractor, or an individual, partnership, joint venture, or corporation (a) directly or indirectly employed by Contractor or a Subcontractor, or (b) for whose acts or omissions Contractor or a Subcontractor may be liable (excluding property damage to the Work itself, covered by Owner's all-risk builder=s risk insurance, subject to Contractor's liability for any deductible amounts thereunder). The obligations of Contractor under this indemnification shall apply to all matters except those arising solely from the wanton and willful negligence or the malicious acts or omissions of Owner. Further, the obligations of Contractor under this indemnification shall not extend to the liability of Architect, its agents, or employees, arising our of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs, or Specifications, (2) the giving of or failure to give directions or instructions by Architect, its agents, or employees, provided such giving or failure to give is the primary cause of the injury or damage, or (3) any matter prohibited by Section 130.002, Texas Civil Practice and Remedies Code. Contractor shall promptly advise Owner in writing of any action, administrative or legal proceeding , or investigation as to which this indemnification may apply, and Contractor, at Contractor's expense, shall assume on behalf of Owner and conduct with due diligence and in good faith the defense thereof with counsel satisfactory to Owner; provided, Owner shall have the right to be represented therein by advisory counsel of its own selection and at its own expense; and provided further, that if the defendants in any such action include both Contractor and Owner and Owner shall have reasonably concluded that they may be legal defenses available to it that are different from, or additional to, or inconsistent with, those available to it that are different from, or additional to, or inconsistent with, those available to Contractor. Owner shall have the right to select separate counsel to participate in the defense of such action on its own behalf at Contractor's expense. In the event of failure by Contractor to fully perform in accordance with this indemnification paragraph. Owner, at its option, and without relieving Contractor of its obligations hereunder, may so perform, but all costs and expenses so incurred by Owner in that event shall be reimbursed by Contractor to Owner, together with interest on the same from the date any such expense was paid by Owner until reimbursed by Contractor, at the rate of interest provided to be paid on judgments, by the law of the jurisdiction to which the interpretation of the Contract is subject. The obligations of Contractor under this Section shall survive the expiration of the Contract and specifically shall survive the limitations contained in Subparagraph 15.1 hereof.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.19 SUBSTITUTIONS OF PRODUCTS AND SYSTEMS, "OR EQUAL" BRANDS

§ 3.19.1 The materials, products and the systems covered by these specifications have been selected as a standard because of quality, particular suitability, or record of satisfactory performance. It is not intended to preclude the use of equivalent or better materials, products or systems provided that it meet the requirements of the particular project and have been approved in an addendum as a substitution prior to the submission of bids. If prior written approval in an addendum has not been obtained, it will be assumed that the Bid is based upon the materials, products, and systems described in the Bidding Documents and no substitutions will be permitted, except as provided hereinafter.

§3.19.2 If, after award of contract, the Contractor or one of his Subcontractors or Suppliers determines that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the work or to honor the Warranty, the Contractor shall promptly notify the Architect, in writing, providing detailed substantiation for his position. Any changes deemed necessary by the Owner and Architect, including substitution of materials and change in Contract Sum, either upward or downward, if any, shall be accompanied by appropriate modification.

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§3.20 RECORD DRAWINGS

§3.20.1 At the completion of the project, the Contractor shall submit one complete set of blue lines showing all changes and routing of utilities made during construction, excluding Architect made CAD changes, to the Architect. Drafting shall be legible to the Architect's satisfaction. The Contractor shall pay for the cost of the required recording/drafting. The record set shall be kept up to date on a daily basis and the Architect shall review its status at the project meetings. The Architect shall furnish the Contractor with a blueline set at contract award which shall have all Addenda incorporated. The Owner will pay for the printing of the blueline set. The Architect will incorporate any record information into the construction (CAD) documents and provide the Owner with an electronic copy of the record information on the Construction documents that have all bid and construction changes incorporated. The cost for incorporating the record information into the CD will be paid for by the Owner. The Architect will transmit the electronic CD to the Owner with a copy of the transmittal to the Contractor's construction manager.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect whose status under the Contract Documents shall be that of the former Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate For Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect as a representative of the Owner, will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect will be required to make on-site inspections as necessary to keep the Owner informed of the progress of the Work and as necessary to guard the Owner against defects and deficiencies in the Work. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Architect shall not have control over or charge of and shall not be responsible for safety precautions and programs in connection with the Work. Architect shall be responsible for promptly notifying Contractor of the failure of Contractor, Subcontractors or any other persons performing any of the Work, in failing to use proper construction means, methods, techniques, sequences, procedures, safety precautions and programs, but only to the extent Architect becomes aware of, or should, exercising due professional diligence, be aware of, same. Architect shall also promptly notify Owner in writing of the failure of any of the foregoing parties to carry out the Work in accordance with the Contract Documents.

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§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority and responsibility to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve or reject, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 **DELETED.**

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§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site or to otherwise furnish labor, material, or other services with respect to a portion of the Work. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site or to otherwise furnish labor, material, or other services with respect to a portion of the Work. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

### § 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, but no later than 10 days prior to the submittal date for the Contractor's first Application for Payment, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14 day period shall constitute notice of no reasonable objection. Failure of the Contractor to submit the subject names in a timely manner may delay processing of the Contractor's Application for Payment.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

### § 5.3 SUBCONTRACTUAL RELATIONS

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

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§ 5.3.1 All subcontracts shall be in written form and shall specifically provide that Owner is an intended third-party beneficiary of the subcontract.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

§ 5.5 Contractor shall promptly notify Owner and Architect of any material defaults by any Sub-contractor. Notwithstanding any provision contained in Article 5 to the contrary, it is hereby acknowledged and agreed that Owner has in no way agreed, expressly or implicitly, nor will Owner agree, to allow any Sub-contractor or other materialman or workman employed by Contractor the right to obtain a personal judgment or to create a lien against Owner for the amount due from the Contractor.

## ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

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§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 DELETED.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be only based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect and is subject to the approval of Owner.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work. Except as permitted in Paragraph 7.3 and 9.7, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited, to all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

§7.2.3 Contractor shall keep and periodically submit to Owner copies of a log for all Change Orders.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes

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in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Contractor shall keep and periodically submit to Owner copies of a log for all Construction Change Directives and a log for all requests for information.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit not to exceed a total maximum of **fifteen** percent **(15%)** for all Work, and further limited to as follows, not to exceed five percent (5%) for Work done by Contractor's employees and **ten** percent **(10%)** of such Work's actual cost to be apportioned between any and all Subcontractors and Sub-subcontractor. "*Actual cost*" does not include any item that could be deemed to be a general conditions cost or overhead, such as, but not limited to, the cost of Contractor and Subcontractor supervisory personnel assigned to the Work, and field office and related expenses. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

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§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority after having obtained Owner's approval to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

## ARTICLE 8 TIME

### § 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.1.1 The Work shall be fully completed within the time limit and/or date stated in the Contract between Owner and Contractor.

§ 8.1.1.2 **Liquidated Damages**: If the Contractor should fail to fully complete the Work within the stated time (subject however to extension of time duly granted in the manner and for the causes specified in the General Conditions), Contractor shall be charged by and shall pay to Owner, as liquidated damages, the sum specified in Article 3.1 of the Modified AIA document A101 – 2007 Edition per calendar day that the Work remains incomplete beyond the time fixed for completion. Contractor hereby agrees that from the nature of the project it would be impracticable and extremely difficult to fix the actual damage that would or will be suffered in the event that Contractor should fail to fully complete the Work by the time limit or date stated and the amount of the liquidated damages are fair and reasonable. The parties agree that the liquidated damages are a reasonable forecast of just compensation for the harm done to Owner that would be caused by Contractor's failure to timely complete the Work. Contractor agrees that the amount of liquidated damages due Owner may be deducted by Owner from any monies that might otherwise be or become payable to Contractor.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

### § 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

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§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation, provided, however, that such extension of Contract time shall be net of any delays caused by or due to the fault or negligence of Contractor or that are otherwise the responsibility of Contractor and shall also be net of any contingency or "float" time allowance included in Contractor's construction schedule. Contractor shall, in the event of any occurrence likely to cause a delay, cooperate in good faith with Architect and Owner to minimize and mitigate the impact of any such occurrence and do all things reasonable under the circumstances to achieve this goal; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents. Contactor shall not be entitled to damages of any type for delays caused by Owner, his servant, agents, employees, or separate Contractors hired or retained by Owner. Contractor may receive an extension or extensions for additional time in which to complete the Contract but shall not receive any damages of any type for such delays. Changes in the Work, regardless of the extent or number of such Changes or Owner's exercise of any of its remedies of suspension of the Work or requirement of correction or re-execution of any defective Work, shall not under any circumstances be construed as intentional interference with Contractor's performance of the Work.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.1 Commitment of Current Revenues Only. As reflected in paragraph 4.5 of the modified AIA document A 101 – 2007 Edition by and between Owner and Contractor dated of even date herewith, 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 Contract, then any party may terminate this Contract 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.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Owner and to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work which in the aggregate equals the total Contract Sum, divided so as to facilitate payments to Subcontractors, supported by such evidence of correctness as Architect may direct or as required by Owner. This schedule, when approved by Architect and Owner, shall be used to monitor the progress of the Work and as a basis for Certificates for Payment. All items with entered values will be transferred by Contractor to the "Application and Certificate for Payment," and shall include the latest approved Change Orders and Construction Change Directives. Change Order values and Construction Change Directives values shall be broken down to show the various subcontracts. The Application for Payment shall be on a form as provided by Architect and approved by Owner. Each item shall show its total scheduled value, value of previous applications, value of the application, percentage completed, value completed, and value yet to be completed. All blanks and columns must be filled in, including every percentage complete figure. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the

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Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents. Any allowances included in the Application for Payment shall be separately itemized with supporting data attached. The Application for Payment shall be accompanied by a certification by an office of Contractor to the effect that:

> There are no known mechanics', materialman's or laborers' liens or claims, or any other liens or claims, legal or equitable, contractual, statutory, or constitutional, outstanding or known to exist at the date of this Application; all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current Application and there is no known basis for the filing of any mechanics', materialman's or laborers' lien or claim, or any other lien or claim, legal or equitable, contractual, statutory, or constitutional, on the Work; and waivers and releases from all Subcontractors, laborers, and material men for Work done and materials furnished have been obtained in such form as to constitute an effective waiver and release of all such liens and claims under the laws of the state within which the Project is located and shall be delivered to Architect together with Contractor's waiver and release of liens and claims at the time of submission of the Application for Payment.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing by the Owner and Surety. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site. Under no circumstances will the Owner reimburse the Contractor for down payments, deposits, or other advance payments for materials or equipment.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work. The vesting of such title shall not impose any obligations on Owner or relieve Contractor of any of its obligations under the Contract, that Contractor shall remain responsible for damage to or loss of the Work, whether completed or under construction, until responsibility for the Work has been accepted by Owner in the manner set forth in the Contract Documents.

### § 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and on all other information available to Architect including, without limitation, the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for

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conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified and that the aggregate amount theretofore paid to Contractor plus any applicable retention does not exceed the value of the completed portion of the Work. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, or (3) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

.1 defective Work not remedied;
.2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a separate contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, or that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
.7 failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.5.4 Notwithstanding any provision contained within this Article, if the Work has not attained Substantial Completion within the contract time, subject to extensions of time allowed under these Conditions, Architect may withhold any further payment to Contractor to the extent necessary to preserve sufficient funds to complete the construction of the Project and to cover liquidated damages assessed against Contractor up to the time of the Application for Payment and to the time it is reasonably anticipated that Substantial Completion will be achieved.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. Owner may refuse to make payment on any Certificate for Payment for any default of the Contract, including, but not limited to, those defaults set forth in Clauses 9.5.1.1 through 9.5.1.7. Owner shall not be deemed in default by reason of withholding payment while any of such defaults remain uncured.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate

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agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor. .

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 DELETED.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not, for reasons other than a default of the Contract, including, but not limited to, those defaults set forth in Clauses 9.5.1.1 through 9.5.1.7 pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect , then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.7.1 If Owner is entitled to reimbursement or payment from Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if Contractor fails to promptly make any payment due Owner, or if Owner incurs any costs and expenses to cure any default of Contractor or to correct defective Work, Owner shall have an absolute right to offset such amount against the Contract Sum and may, in Owner's sole discretion, elect either to (i) deduct an amount equal to that which Owner is entitled from any payment then or thereafter due Contractor from Owner, or (ii) issue a written notice to Contractor reducing the Contract Sum by an amount equal to that which Owner is entitled.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof (which Owner agrees to accept separately) is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

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§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of issuance of the certificate of final payment by Architect unless otherwise provided in the Certificate of Substantial Completion. The Work will not be considered suitable for Substantial Completion review until all Project systems included in the Work are operational as designed and scheduled, all designated or required governmental inspections and certifications have been made and posted, designated instruction of Owner's personnel in the operation of systems has been completed, and all final finishes within the Contract are in place. In general, the only remaining Work shall be minor in nature, so that Owner and/or Owner's employees and if applicable, the public, could occupy the building on that date and the completing of the Work by Contractor would not materially interfere or hamper Owner's or Owner's employees and if applicable, the public, (or those claiming by, through, or under Owner) from normal County operations. As a further condition of Substantial Completion acceptance, Contractor shall certify that all remaining Work will be completed within thirty (30) consecutive calendar days or as agreed upon following the Date of Substantial Completion. If Contractor requests a Substantial Completion review, and Architect, after performing the Substantial Completion review, finds that the Project was not ready for the Substantial Completion review, then Contractor shall pay the Architect's fees for any additional Substantial Completion reviews.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§9.8.6 In order for the project or a major portion thereof to be considered substantially complete, the following conditions must be met: (1) All inspections by governmental authorities have jurisdiction over the project must have been finalized, any remedial work required by those authorities must have been completed, and Certificates of Occupancy and similar governmental approval forms must have been issued and copies delivered to the Owner and Architect. (2) All work, both interior and exterior, shall have been completed and cleaned except minor items which if completed after occupancy, will not, in the Owner's opinion, cause interference to the Owner's use of the building or any portion thereof. A significantly large number of items to be completed or corrected will preclude the Architect from issuing a Certificate of Substantial Completion. The Owner and Architect will be the sole judge of what constitutes a significantly large number of items.

§9.8.7 After the date of Substantial Completion of the Project, as evidenced by the Certificate of Substantial Completion, the Contractor will be allowed a period of thirty (30) days, unless extended by mutual agreement or provision of the Contract, within which to correct all deficiencies attached to the Certificate of Substantial Completion. Failure of the Contractor to complete such corrections within the stipulated time will be reported to the Contractor's surety. In this report, the Contactor and surety will be informed that, should correction remain incomplete for fifteen (15) days, the Owner may initiate action to complete corrective work out of the remaining Contract funds in accordance with Article 14.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

### § 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
.2 failure of the Work to comply with the requirements of the Contract Documents;
.3 terms of special warranties required by the Contract Documents; or
.4 faulty or defective Work appearing after Substantial Completion.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

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§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

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§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 DELETED.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 DELETED.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

## ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor and Owner from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the

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Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.1.5 SCHEDULE OF INSURANCE COVERAGES

§ 11.1.5.1 Contractor shall carry and keep in full force for the duration of the project the following Coverage.

| **Coverage** | **Minimum Amounts and Limits** |
|---|---|
| Worker's Compensation | Statutory Limits |
| Employer's Liability: | |
| Bodily Injury by Accident | $500,000.00/each accident |
| Bodily Injury by Disease | $500,000.00/each employee |
| Bodily Injury by Disease | $500,000.00/Policy Limit |
| **Commercial General Liability** | |
| Bodily Injury/Property Damage | $1,000,000.00 per occurrence<br>$2,000,000.00 aggregate |

(Premises Operations, Independent Contractors, Product/Completed Operations, Personal Injury, Contractual Liability, Explosion, Collapse, Underground and Broad Form Property Damage).

| | |
|---|---|
| **Comprehensive Automobile Liability** | $1,000,000.00 Combined Single Limit per Occurrence |

Auto liability insurance shall be on a standard form written to cover all owned, hired, and non-owned automobiles. The policy shall be endorsed to include the Indemnified Parties (paragraph 3.18) as additional insured, contain cross-liability and severability of interest endorsements, and state that this insurance is primary insurance as regards to any other insurance carried by the Indemnified Parties (see paragraph 3.18).

§11.1.5.2 All policies shall contain special endorsements to include:

.1 The Owner as an additional insured (except for Worker's Compensation) and all other parties identified in 3.18 (Indemnified Parties);

.2 Wavier of Subrogation in favor of Owner under the Worker's Compensation and Employer's Liability policies.

.3. A statement that a notice shall be given to Owner by certified mail thirty (30) days prior to cancellation or upon any material changes in coverage.

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4. Contain cross-liability and severability of interest endorsements;

5. state that this insurance is primary insurance in regard to any other insurance carried by the an Indemnified Party (see 3.18);

.6 the following coverage:

a. Premises/Operations;
b. Independent Contractors;
c. Completed Operations for a period of two years following the acceptance of Contractor's Work;
d. Comprehensive General Liability Endorsement to include Blanket Contractual Liability (specifically covering, but not limited to, the contractual obligations assumed by Contractor, Broad Form Property Damage, and Personal Injury Liability with employee and contractual exclusions removed;
e. Deletion of exclusions relative to Collapse, Explosion, and Underground Property Damage Hazards;
f. Personal Injury Liability with the contractual exclusions removed;
g. Cross Liability Endorsement.

§11.1.5.6 **Umbrella Excess Liability Insurance**

| | |
|---|---|
| Bodily Injury and | $2,000,000.00 per occurrence |
| Property Damage | $2,000,000.00 aggregate |

This policy shall be written on an umbrella excess basis above, the coverage described in this Article 11. The policy shall be endorsed to include the Indemnified Parties (3.18) as additional insureds. The policy shall contain cross-liability and severability of interest endorsements and shall state, as regard the Indemnified Parties that the insurance is primary insurance as to any other insurance carried by any Indemnified Party. The policy shall be endorsed to provide the defense coverage obligation.

§11.1.6 Further, Contractor shall require all Subcontractors to carry similar insurance coverage and limits of liability as required under this Article 11, adjusted to the nature of Subcontractor's operations and submit same to Owner for approval before any Work commences.

§11.1.7 In the event Contractor fails to obtain the required certificates of insurance from the Subcontractor and a claim is made or suffered, Contractor shall indemnify, defend, and hold harmless the indemnified parties from any and all claims for which the required insurance would have provided coverage.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.2.1 By signing the Contract or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that coverage will be based on proper reporting or classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

§11.2.2 Optionally, the Owner may require the Contractor to purchase and maintain Project Management Protective Liability insurance from the Contractor's usual sources as primary coverage for the Owner's, Contractor's and Architect's vicarious liability for construction operations under the contract. Unless otherwise required by the Contract Documents, the Owner shall reimburse the Contractor by increasing the Contract Sum to pay the cost of purchasing and maintaining such optional insurance coverage and the Contractor shall not be responsible for purchasing any other liability insurance on behalf of the Owner. The minimum limits of liability purchased with such coverage shall be equal to the aggregate of the limits required for Contractor's Liability Insurance under Article

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§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Contractor shall obtain a builder's risk "all-risk" or equivalent policy in the amount of the initial Contract Sum (or, if applicable Guaranteed Maximum Price), plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. The policy must also name its subcontractors and the Owner as additional insured, as their respective interests may appear. Coverage shall include material stored on-site and in transit. Such insurance will be with a company or companies lawfully authorized to do business in Texas. The policy must have the following endorsement: "This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises."

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.1.1 For any claim made against Contractor's Builder's Risk Insurance, the deductible shall not exceed $2,500.00 for a Contract Sum of less than $4 million. For a Contract Sum of $4 million or more, the deductible shall not exceed $5,000.00.

§11.3.1.1.2 The Contractor waives all rights against (1) Owner, the Subcontractors, Sub-subcontractors, agents, and employees, and (2) the Architect, Architect's consultants, separate contractors, if any, and any of their Subcontractors, Sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this paragraph or other property insurance applicable to the Work, except such rights as Contractor has to proceeds of such insurance held by the Contractor as a fiduciary. The Contractor, as appropriate, shall require of any separate contractors, Subcontractors, Sub-subcontractors, agents, and employees of any of them by appropriate written agreements, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§11.3.1.1.3 The Contractor as fiduciary shall have power to adjust and settle a loss with insurers. The Contractor shall pay all Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements shall require Subcontractors to make payment to their Sub-subcontractors in similar manner. If required in writing by a party in interest, the Contractor as fiduciary shall, upon occurrence of insured loss, give bond for proper performance of the Contractor's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Contractor shall deposit in a separate account proceeds so received, which the Contractor shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor under the insurance proceeds.

§ 11.3.1.2 DELETED.

§ 11.3.1.3 DELETED.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use shall not affect the validity or coverage of property insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

DELETED.

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§ 11.3.3 LOSS OF USE INSURANCE
DELETED.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 DELETED.

§ 11.3.6 DELETED.

§ 11.3.7 WAIVERS OF SUBROGATION
The Contractor waives all rights against (1) Owner, the Subcontractors, Sub-subcontractors, agents, and employees, and (2) the Architect, Architect's consultants, separate contractors, if any, and any of their Subcontractors, Sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to Article 11 or other property insurance applicable to the Work, except such rights as Contractor has to proceeds of such insurance held by the Contractor as a fiduciary. The Contractor, as appropriate, shall require of any separate contractors, Subcontractors, Sub-subcontractors, agents, and employees of any of them by appropriate written agreements, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 DELETED.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND
§ 11.4.1 The Contractor shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Sum, as security for the faithful performance of the Contract and also a one hundred percent (100%) Payment Bond, as security for the payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with the Contract. The Performance Bond and the Payment Bond may be in one or in separate instruments in accordance with local law. Surety companies must be authorized to write surety bonds in Texas and any such surety bond must comply with the requirements of Subchapter A of Chapter 3503 of the Texas Insurance Code

§11.4.1.1 The Contractor shall deliver the required Bonds to the Owner not later than the date of the preconstruction meeting. All Bonds will be reviewed by the Architect for compliance with the Contract Documents prior to the execution of the Contract. In the event that Architect has any questions concerning the sufficiency of the bonds, Architect shall refer the bonds to Owner or Owner=s representative for decision.

§11.4.1.2 All bonds shall be originals. The Contractor shall require the attorney-in-fact who executes the required Bonds on behalf of the Surety to affix thereto a certified and current copy of the power-of-attorney. The name, address, and telephone number of a contact person for the Bonding Company shall be provided.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

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§ 11.4.3 The Bonds shall be provided to comply with the terms and provisions of Chapter 2253 of the Texas Government Code. Bonds shall be signed by an agent resident in the State of Texas and date of bond shall be on or after the date of execution of the Contract but prior to the date of the notice to proceed. If at any time during the continuance of the Contract, the surety of the Contractor's bonds becomes insufficient, the Owner shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within ten (10) days after notice to do so. In default thereof, the Contractor may be suspended, and all payment or money due to the Contractor withheld until sufficient bonds are provided by Contractor.

## ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

### § 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time or Contract Sum.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

### § 12.2 CORRECTION OF WORK

#### § 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect as incomplete, defective, or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

#### § 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the entire Work (unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties), or within such longer period of time as may be prescribed by law or in equity, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be defective or otherwise not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This corrective period shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. Corrective Work shall be warranted to be free from defects for a period equal to the longer of six (6) months after the completion of the corrective Work or one (1) year after the Date of Substantial Completion (subject to extension as previously described) or such longer period of time as may be prescribed by law or in equity, or expiration of the term of any applicable special warranty, if applicable, required by the Contract Documents. Any defect in such Work shall be corrected again by Contractor promptly upon notice of the defect from Owner. This obligation under this Subparagraph 12.2.2.1 shall survive acceptance of the Work under the Contract and termination of the Contract by the Owner. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

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§12.2.2.4 Just before the termination of the various guarantee periods, Contractor shall accompany Owner's agent and Architect on an inspection tour of the building and shall note any defects and shall start remedying these defects within ten (10) days of the inspection tour and shall prosecute the Work without interruption until accepted by Owner and Architect, even though such prosecution should extend beyond the limit of the guarantee period.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused in whole or in part by the Contractor's correction or removal of Work that is defective or otherwise not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents or under law or in equity. Establishment of the period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

### § 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is defective or otherwise not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

### § 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

### § 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice or if delivered by facsimile to the offices of the person or corporation for which it was intended. Facsimiles received after 5:00 p.m. on a business day, or on a weekend or legal holiday on which the recipient's offices are closed, notice shall be deemed to have been duly served on the next business day.

### § 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law or in equity or by any other agreement, and any such rights and remedies shall survive the acceptance of the Work and/or any termination of the Contract Documents.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

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§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Architect, Owner and Contractor shall be afforded a reasonable opportunity to attend, observe, and witness all inspections and tests of the Work. Architect or Owner may at any time request and receive from Contractor satisfactory evidence that materials, supplies, or equipment are in conformance with the Contract Documents. The conduct of any inspection or test and the receipt of any approval shall not operate to relieve Contractor from its obligations under the Contract Documents unless specifically so stated by Owner in writing.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, or reveal faulty or otherwise defective Work, or if the necessity of any such testing, inspection, or approval procedures arises out of the fault, neglect, or omission of Contractor, Contractor shall bear all costs of such testing, inspection, and approval procedures and all other costs made necessary by Contractor's failures, including, without limitation, those costs of repeated and additional procedures and compensation for Architect's services and expenses of Owner=s personnel and consultant fees and expenses. Such costs shall be paid by Contractor within ten (10) days of receipt of invoice from Owner with supporting data attached.

§ 13.5.4 Required certificates of testing, inspection or approval shall, be secured by the Contractor and delivered to Owner, unless such testing or inspection services are arranged by Owner.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

An overdue payment bears interest at the rate of zero percent (0%) each month, or at the legal rate established by the Texas Government Code, currently in Section 2251.025. Any such payment shall be deemed overdue on the thirty-first (31st) day after Owner receives an invoice from Contractor.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract within the time period specified by applicable law.

§ 13.8 EQUAL OPPORTUNITY

§ 13.8.1 The Contractor shall maintain policies of employment as follows: "The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment, or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants, notices setting forth the nondiscrimination policies."

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§13.8.1.1 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

§13.9 CERTIFICATION OF ASBESTOS-FREE PROJECT

§13.9.1 Contractor shall submit to the Architect a letter addressed to the Owner certifying that all materials used in the construction of this Project contain less than 0.10 by weight of asbestos and for which it can be demonstrated that, under reasonably foreseeable job site conditions, will not release asbestos fibers in excess of 0.1 fibers per cubic centimeter. Certification letters shall be dated, shall reference this specific Project, and shall be signed by not less than two (2) officers of the construction company.

§13.9.2 Certification shall further state that should asbestos fibers be found at this Project in concentrations greater than 0.1 fibers per cubic centimeter, that Contractor shall be responsible for determining which materials contain asbestos fibers and shall take corrective action to remove those materials from the Project at no additional cost to the Owner.

§13.9.3 Final payment shall not be made until this letter of certification has been received.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work properly executed in accordance with the Contract Documents. .

§ 14.1.4 Owner shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Subparagraphs 14.1.1 and 14.1.2.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 refuses or fails to supply enough properly skilled workers or proper materials and equipment;

.2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

.3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;

.4 disregards the instructions of Architect or Owner (when such instructions are based on the requirements of the Contract Documents);

.5 is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of Contractor's creditors, or a trustee or receiver is appointed for Contractor or for any of its property, or files a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar law; or

.6 otherwise does not fully comply with the Contract Documents.

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§ 14.2.2 When any of the above reasons exist, the Owner, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 To the extent the costs of completing Work, including compensation for additional professional services and expenses, exceed those costs that would have been payable to Contractor to complete the Work except for Contractor's default, Contractor will pay the difference to Owner, and this obligation for payment shall survive termination of the Contract. Such costs incurred by Owner will be determined by Owner and confirmed by Architect.

§14.2.5 In addition to Owner's right to remove Contractor from any part of Work pursuant to the Contract Documents, Owner may, at any time, at will and without cause, terminate any part of Work or any subcontract or all remaining Work for any reason whatsoever by giving seven (7) days' prior written notice to Contractor specifying the part of Work or subcontract to be terminated and the effective date of termination. Contractor shall continue to prosecute the part of Work not terminated. If any part of Work or subcontract is so terminated, Contractor shall be entitled to payment for Work properly executed in accordance with the Contract Documents (the basis for such payment shall be as provided in the Contract) and for costs directly related to Work thereafter performed by Contractor in terminating such Work or subcontract including reasonable demobilization and cancellation charges provided said Work is authorized in advance by Architect and Owner. No payment shall be made by Owner, however, to the extent that such Work or subcontract is, was, or could have been terminated under the Contract Documents or an equitable adjustment is made or denied under another provision of the Contract. In case of such termination, Owner will issue a Construction Change Directive or authorize a Change Order making any required adjustment to the Date of Substantial Completion and/or the Contract Sum. For the remainder of the Work, the Contract Documents shall remain in full force and effect.

§14.2.6 Owner shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Subparagraph 14.2.5.

§14.2.7 Upon a determination by a court of competent jurisdiction that termination of Contractor pursuant to Subparagraph 14.2.1 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Subparagraph 14.2.5 and Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Subparagraph 14.2.5

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

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§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

## ARTICLE 15 CLAIMS AND DISPUTES

### § 15.1 CLAIMS

#### § 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right adjustment or interpretation of the Contract Terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. Claims must be by written notice.

#### § 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Said written notice of claims shall state specifically the reason for the claim, the date or dates of the cause or causes of the claim, and if any extension of time is requested, the number of days of extension requested.

#### § 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

#### § 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Said notice shall itemize all claims and shall contain sufficient detail and substantiating data to permit evaluation of same by Owner and Architect. No such claim shall be of value unless so made. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

#### § 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. Extensions of time may be requested for any month of construction for days lost due to adverse weather in excess of the normally expected lost time; provided, however, if Architect determines that the seasonal average of adverse weather days during construction is less than would be normally expected, no Change Order shall be issued and the request for extension of time shall be denied.

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**User Notes:** (1682601336)

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

Contractor shall not be entitled to claims for additional time and/or increase in Contract Price due to a problem or non-performance of a subcontractor.

**§ 15.1.7** In the event the Contractor fails to achieve substantial completion by the date indicated in the Contract, and extended by approved Change Order, the Owner shall be entitled to liquidated damages in the amount as stated in Subparagraph 3.1.1 of the modified AIA document A 101 – 2007 Edition by and between Owner and Contractor dated of even date herewith per day until the Work is substantially completed. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages, which will be sustained by Owner in the event that the Work is not completed within the agreed time, or within the legally extended time, if any. Said sum shall be considered as liquidated damages only, the exact ascertainment of which is difficult and in no sense be considered a penalty.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim in whole or in part, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to litigation.

§ 15.2.6 DELETED.

§ 15.2.6.1 DELETED.

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§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 DELETED.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to mediation as a condition precedent to litigation.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation.

§ 15.3.3 The parties shall share the mediator's fee. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

The parties expressly agree that disputes or claims arising under the Contract Documents shall not be subject to arbitration unless mutually agreed by the parties in writing.

§ 15.4.1 DELETED..

§ 15.4.1.1 DELETED.

§ 15.4.2 DELETED.

§ 15.4.3 DELETED.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 DELETED.

§ 15.4.4.2 DELETED.

§ 15.4.4.3 DELETED.

DRAFT

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**User Notes:** (1682601336)

# Exhibit C

# INSURANCE CERTIFICATE

Client#: 169684 EROINTER

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/26/2012

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

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

| PRODUCER | CONTACT NAME: Debra Wylie | |
|---|---|---|
| USI Southwest<br>7600-B N. Cap of Tx Hwy. #200<br>Austin, Texas 78731 | PHONE (A/C, No, Ext): 512-651-4159 | FAX (A/C, No): 512-467-0113 |
| | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : XL Specialty Insurance Company | 37885 |
| INSURED<br>ERO International LLP<br>dba ERO Architects<br>300 S. 8th Street<br>McAllen, TX 78501 | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | ☐ ☐ CLAIMS-MADE ☐ OCCUR | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | | | | | | | GENERAL AGGREGATE | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | 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 Y / N | | | | | | ☐ WC STATU-TORY LIMITS ☐ OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ | N / A | | | | | E.L. EACH ACCIDENT | $ |
| | (Mandatory in NH) | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| A | Professional Liab<br>Claims Made Pol. | | | DPR9705650<br>Retro:11/15/01 | 11/15/2012 | 11/15/2013 | $1,000,000 per claim<br>$3,000,000 annl aggr. | |

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

CERTIFICATE HOLDER

Hidalgo County
2812 S. 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

James E. Zimmerman

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MXSZP

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/12/2013

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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**
Raymond Longoria Insurance
2025 N. Conway Ave.
Mission, TX 78572
License #: 777971

CONTACT NAME: Maribel Lopez
PHONE (A/C, No, Ext): 956-581-1034 FAX (A/C, No): 956-581-1067
E-MAIL ADDRESS: maribel.lopez@rligroup.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Victor O. Schinnerer & Co. | |
| INSURER B: Texas Mutual Insurance Co. | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

**INSURED**
ERO International, L.L.P.
DBA ERO Architects
300 S 8th St
Mcallen, TX 78501

**COVERAGES** CERTIFICATE NUMBER: 00013296-0 REVISION NUMBER: 14

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 | | | B2055395297 | 01/25/2013 | 01/25/2014 | EACH OCCURRENCE | $ | 1,000,000 |
| | X COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ | |
| | CLAIMS-MADE X OCCUR | | | | | | MED EXP (Any one person) | $ | 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ | 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ | 2,000,000 |
| | X POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ | 2,000,000 |
| | | | | | | | Damage to Premises | $ | |
| A | AUTOMOBILE LIABILITY | | | B2055395297 | 01/25/2013 | 01/25/2014 | COMBINED SINGLE LIMIT (Ea accident) | $ | 1,000,000 |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ | |
| | ALL OWNED AUTOS / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ | |
| | X HIRED AUTOS / X NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ | |
| | | | | | | | | $ | |
| A | X UMBRELLA LIAB X OCCUR | | | B2091671037 | 01/25/2013 | 01/25/2014 | EACH OCCURRENCE | $ | 4,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ | 4,000,000 |
| | DED RETENTION $ | | | | | | | $ | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | | SBP1155533 | 03/11/2013 | 03/11/2014 | X WC STATU-TORY LIMITS OTH-ER | | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) | N/A | | | | | E.L. EACH ACCIDENT | $ | 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ | 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ | 1,000,000 |

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

**CERTIFICATE HOLDER**
Hidalgo County
2812 S Bus 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

(MAR)

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# Exhibit D

# RATE SCHEDULE

ero architects

## ERO Architects 2013 Professional Schedule Fee

| | |
|---|---|
| Partner | $180.00/hr |
| Project Manager | $155.00/hr |
| Production | $125.00/hr |
| Graphic Designer | $95.00/hr |
| Copy Writer | $85.00/hr |
| Clerical | $55.00/hr |

300 S. 8th Street | McAllen, Texas 78501 | (956) 661-0400

**Zimbra** **rocio.villarreal@co.hidalgo.tx.us**

## RE: Construction of a New Vehicle Maintenance Facility for Pct 2

**From :** Debra L. Goetz <dgr@atlashall.com> Fri, Jul 05, 2013 04:54 PM

**Subject :** RE: Construction of a New Vehicle Maintenance Facility for Pct 2 2 attachments

**To :** 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

Rocio,

As discussed, attached is a copy of the B101 with revised language in Article 11 to address the cost issue. I have added the preliminary cost estimate as an exhibit.

Please let me know if you have any questions.

Have a good weekend.

Debra

Debra L. Goetz
**ATLAS, HALL & RODRIGUEZ, LLP**
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502-3725
Direct Dial Number (956) 632-8242
Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address dgr@atlashall.com

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**From:** Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
**Sent:** Friday, July 05, 2013 2:39 PM

**To:** Debra L. Goetz
**Subject:** Re: Construction of a New Vehicle Maintenance Facility for Pct 2

Ms. Goetz:

Older version of the AIA Agreement with Architect would read as follow:

**§ 1.1.2.5 The financial parameters are as follows.**

**.1 Amount of the Owner's overall budget for the Project, including the Architect's compensation, is: Estimated to be approximately $500,000.00 of which $32,710.28 estimated cost has been determined to be Architect's compensation.**

**.2 Amount of the Owner's budget for the Cost of the Work, excluding the Architect's compensation, is: Approximately $467,289.72.**

Is it familiar to what you looking for?

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:** "Debra L. Goetz" <dgr@atlashall.com>
**To:** "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
**Sent:** Friday, July 5, 2013 1:10:01 PM
**Subject:** RE: Construction of a New Vehicle Maintenance Facility for Pct 2

Rocio,

Did you have any luck getting the language we discussed on Wednesday on the payment?

Debra L. Goetz

**ATLAS, HALL & RODRIGUEZ, LLP**
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502-3725
Direct Dial Number (956) 632-8242
Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address dgr@atlashall.com




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---

**From:** Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
**Sent:** Wednesday, July 03, 2013 3:01 PM
**To:** Debra L. Goetz
**Subject:** Re: Construction of a New Vehicle Maintenance Facility for Pct 2

Ms. Goetz:

I called you today can you please call me back, I have the approval of the agreement in com court for July 9 and would like to clear the last question that you have so we can receive your final approval that need to be included as a backup to my agenda. Please call me to (956) 292-7000 ext. 4868.

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:** "Debra L. Goetz" <dgr@atlashall.com>
**To:** "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
**Sent:** Tuesday, July 2, 2013 1:44:56 PM
**Subject:** RE: Construction of a New Vehicle Maintenance Facility for Pct 2




**image001.jpg**
5 KB

**1 AIA-B101-2007-Construction of a Vehicle Maintenace Facility for Pct 2 (v5).docx**
114 KB

DRAFT

# AIA® Document B101™ – 2007

## *Standard Form of Agreement Between Owner and Architect*

**AGREEMENT** made as of the «25th » day of «June» in the year «**2013**»
*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:
*(Name, legal status, address and other information)*

County of Hidalgo
3100 South Business Highway 281, Suite D
Edinburg, Texas 78539
(956)289-7850

and the Architect:
*(Name, legal status, address and other information)*

**ERO International, L.L.P.** d/b/a **ERO Architects**
300 S. 8th Street
McAllen, Texas 78501
Phone No.: 956.661.0400

for the following Project:
*(Name, location and detailed description)*

Construction of Precinct No. 2 New Vehicle Maintenance Facility located in the Intersection of South Veterans Road (formally known as "I" Road) and South Pecina, in Pharr, Texas.

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:**
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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**User Notes:** (1701393010)



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**TABLE OF ARTICLES**


1 INITIAL INFORMATION

2 ARCHITECT'S RESPONSIBILITIES

3 SCOPE OF ARCHITECT'S BASIC SERVICES

4 ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION


## ARTICLE 1 INITIAL INFORMATION

**§ 1.1** This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

*(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)*

« »

**§ 1.2** The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

**.1** Commencement of construction date:

«Upon issuance of Notice to Proceed by Owner.

**.2** Substantial Completion date:

«120 Days after Notice to Proceed

**§ 1.3** The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall negotiate adjustments in schedule, compensation and Changes in the Work in accordance with Section 3.6.5 and 4.

**§ 1.4** This is a non-exclusive contract. Owner is not precluded from retaining the service of other architects for projects within Hidalgo County, Texas. The purpose of the Architect's services shall include, but not be limited to, projects involving remodeling, alterations and repairs.


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## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

**§ 2.1** The Architect shall provide the professional services as set forth in this Agreement.

### § 2.2 INTENTIONALLY DELETED.

~~The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.~~

**§ 2.3** The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. The Architect's Designated Representative is: **Eli R. Ochoa, PE, AIA.**

**§ 2.4** Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

**§ 2.4.1** The Architect shall be a representative of the Owner with respect to this Project, and shall not engage in any activity or course of conduct which is detrimental to the Owner's best interests. The Architect shall take all reasonable steps necessary to comply with the terms and conditions set forth in Section 3.6.2—Evaluation of the Work.

**§ 2.4.2** The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner , unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect may disclose information specifically designated as confidential by Owner to the Architect's consultants only if the Architect has obtained the consultant's prior written agreement to maintain the confidentiality of such information.

**§ 2.5** The Architect shall maintain the following insurance for the duration of this Agreement. If any of the *requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall* reimburse the Architect for any additional cost:
*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

**.1** General Liability

«$1,000,000 (See the attached Insurance Certificate)»

**.2** Automobile Liability

«$1,000,000 (See the attached Insurance Certificate»

**.3** Workers' Compensation

«$1,000,000 (See the attached Insurance Certificate»

**.4** Professional Liability

«$2,000,00/$4,000,000 (See the attached Insurance Certificate »

### § 2.6 ADDITIONAL BASIC SERVICES PROVIDED BY ARCHITECT

**§ 2.6.1** To the extent any existing facilities are present at the location of the Project, the Architect shall provide a review of such existing facilities, and shall make recommendations to Owner regarding the modification of such facilities which are necessary to complete the Project and to bring the existing facilities into compliance with applicable laws, codes, regulations and ordinances.

**§ 2.6.2** The Architect shall be responsible for coordination and review of all Owner supplied data, and the dissemination of such data to Owner's and Architect's consultants and to any contractors, subcontractors and other parties as may need such data to perform their duties or responsibilities with respect to the Project.

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**§ 2.6.3** The Architect shall assist the Owner in preparing any Project schedules or timelines and in monitoring the progress of Owner, Architect, and any consultants, contractors, subcontractors or other parties which may be responsible for completing the tasks designated in such schedules or timelines. Architect shall make recommendations to Owner regarding changes and updates in schedules or timelines, as well as any action required by Owner as result of any failure or any person to comply with schedules or timelines.

**§ 2.6.4** The Architect shall provide a detailed cost estimate based on Construction Contract Documents. The estimate shall show a breakdown of the Project cost in accordance with Owner's requirements and procedures.

## ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

**§ 3.1** The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

**§ 3.1.1** The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

**§ 3.1.2** The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

**§ 3.1.3** As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

**§ 3.1.4** The Architect shall be a representative of the Owner with respect to this Project, and shall not engage in any activity or course of conduct which is detrimental to the Owner's best interests. The Architect shall take all reasonable steps necessary to comply with the terms and conditions set forth in Section 3.6.2—Evaluations of the Work.

**§ 3.1.5** The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

**§ 3.1.6** The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

**§ 3.1.7** In addition to the responsibilities and basic services indentified in Articles 2 and 3 respectively, the following services shall be the responsibility of the Architect without additional compensation:

**§ 3.1.7.1** Schedule Development and Monitoring;
**§ 3.1.7.2** Programming (in coordination with Owner);
**§ 3.1.7.3** Civil Design;
**§ 3.1.7.4** Landscape Design;
**§ 3.1.7.5** On-Site Project Representation;
**§ 3.1.7.6** Record Drawings (in coordination with Contractor)'
**§ 3.1.7.7** Structural Design;
**§ 3.1.7.8** MEP Design;
**§ 3.1.7.9** Architect (in coordination with Owner).

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### § 3.2 SCHEMATIC DESIGN PHASE SERVICES

**§ 3.2.1** The Architect shall review the program and other information furnished by the Owner, and shall review and comply with laws, codes, and regulations applicable to the Architect's services.

**§ 3.2.2** The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

**§ 3.2.3** The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner approved by the Owner in writing regarding the requirements of the Project.

**§ 3.2.4** Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

**§ 3.2.5** Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations. At the Architect's option, the Schematic Design Documents may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

**§ 3.2.5.1** The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

**§ 3.2.5.2** The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

**§ 3.2.6** The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.2.7** The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 DESIGN DEVELOPMENT PHASE SERVICES

**§ 3.3.1** Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in detail their quality levels.

**§ 3.3.2** The Architect shall update the estimate of the Cost of the Work.

**§ 3.3.3** The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

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**§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES**

**§ 3.4.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

**§ 3.4.2** The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project and shall assist the Owner with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project."

**§ 3.4.3** During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

**§ 3.4.4** The Architect shall update the estimate for the Cost of the Work indicated by changes in requirements or general market conditions.

**§ 3.4.5** The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

**§ 3.4.6** At the award of construction contract, the Architect shall incorporate all addenda, bid clarifications, changes accepted, alternatives and open alternatives into a "For Construction" set of drawings at the Owner's request.

**§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES**

**§ 3.5.1 GENERAL**

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner, if requested in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

**§ 3.5.2 COMPETITIVE BIDDING**

**§ 3.5.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents, General Conditions and Supplementary Conditions, Specifications and Drawings.

**§ 3.5.2.2** The Architect shall assist the Owner in bidding the Project by

- **.1** procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- **.2** distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- **.3** organizing and conducting a pre-bid conference for prospective bidders;
- **.4** preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- **.5** organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

**§ 3.5.2.3** The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders upon Owner's written approval thereof.

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**§ 3.5.3 NEGOTIATED PROPOSALS**

**§ 3.5.3.1** Proposal Documents shall consist of proposal requirements and proposed Contract Documents, General Conditions and Supplementary Conditions, Specifications and Drawings.

**§ 3.5.3.2** The Architect shall assist the Owner in obtaining proposals by

**.1** procuring the reproduction of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

**.2** organizing and participating in selection interviews with prospective contractors; and

**.3** If requested by the Owner, participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

**§ 3.5.3.3** The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors upon Owner's written approval thereof.

**§ 3.6 CONSTRUCTION PHASE SERVICES**

**§ 3.6.1 GENERAL**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction as modified by Owner and attached hereto as Exhibit "B ",. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

**§ 3.6.1.2** The Architect shall be a representative of and shall advise the Owner during the construction until final payment to the contractor is paid, and at the Owner's direction, during the period of correction of the Work described in the Contract for Construction. The Architect shall furnish architectural services and consultations necessary to correct minor construction defects encountered during such correction period. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

**§ 3.6.1.3** Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates at the expiration of the period of correction for the Work as described in the Contract for Construction.

**§ 3.6.2 EVALUATIONS OF THE WORK**

**§ 3.6.2.1** The Architect, as representative of the Owner, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. However, the Architect shall not have control over or charge of the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of acts or omissions of the Contractor, Subcontractor, or their agents or employees, or of any other person or entities performing portions of the Work.

**§ 3.6.2.1.1** The Architect will attend, as the Owner's representative, all concrete pours that are contributory to the structural integrity of the building (including all concrete footings, grading beams, floor slabs, and concrete superstructure components if applicable) and to take all reasonable care to determine general conformance with the Contract Documents and to notify both the Owner and the Contractor of any observed deficiencies. Furthermore, job

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site meetings shall be held weekly or at the Owner's discretion. Attendees will include the Owner, the General Contractor's Project Manager, the General Contractor's Project Superintendent and the Architect. Said meetings will begin at the time of Construction commencement and shall cease after substantial completion of the Work

**§ 3.6.2.2** The Architect has the authority and responsibility to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. The Architect shall be required to promptly notify the Owner of any nonconforming Work and shall reject such nonconforming work unless the Owner objects to the rejection in writing with 24 hours of such notification. Performance of any additional inspection or testing which would result in additional costs to the Owner shall require advance notice to and the written approval of the Owner. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Construction Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007 as modified by Owner and attached hereto as Exhibit "B ", the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

**§ 3.6.2.6** The Architect shall be responsible for providing services, at no additional cost to the Owner, which are made necessary by major defects or deficiencies in the contractor's work which the Architect should have discovered through reasonable care.

**§ 3.6.2.7** The Architect and the Owner and the Owner shall at all times have access to the Work whenever it is in preparation or progress.

**§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate of Payment shall not be a representation that the Architect has ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum, as defined in Section 9.1 of the AIA A201-2007 attached hereto as Exhibit "B" and incorporated herein for all purposes.

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.

**§ 3.6.4 SUBMITTALS**

**§ 3.6.4.1** The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or

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in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

**§ 3.6.4.2** In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

**§ 3.6.4.4** The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

**§ 3.6.4.5** The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

**§ 3.6.5 CHANGES IN THE WORK**

**§ 3.6.5.1** The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The Architect may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe the Work to be added, deleted or modified in accordance with Article 4. Preparation of Change Orders which do not substantially affect the Project shall be included in the compensation computed in Article 11 and at no additional cost to the Owner.

**§ 3.6.5.2** The Architect shall maintain records relative to changes in the Work.

**§ 3.6.5.3** The Architect shall review properly prepared, timely requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may issue an order for a minor change in the Work or recommend to the Owner that the Requested change be denied.

**§ 3.6.5.4** If the Architect determines that implementation of the requested changes would result in a material change to the contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the

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Architect. With the Owner's approval, the Architect shall incorporate those estimates into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Contractor.

**§ 3.6.6 PROJECT COMPLETION**

**§ 3.6.6.1** The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

**§ 3.6.6.2** The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

**§ 3.6.6.3** When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

**§ 3.6.6.4** The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

**§ 3.6.6.5** Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance and to make appropriate recommendations to the Owner.

**§ 3.6.6.6** The Architect shall be responsible for a complete reevaluation of the Project during the eleventh ($11^{th}$) month after Substantial Completion. Such services shall be furnished without additional charge except for travel and subsistence costs. Furthermore, the Architect shall report all deficiencies observed during said evaluation and shall be responsible for monitoring the correction of said deficiencies.

**§ 3.6.6.7 Warranty Phase-** The Architect shall be responsible for reporting all known building deficiencies to the Contractor for a period of one (1) year from the date of Substantial Completion. Additionally, the Architect shall monitor the progress of the reported corrections and furnish the Owner with written notification of complete corrections. The one-year period shall be extended to portions of the Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. The obligation under this paragraph 3.6.6.7 shall survive the acceptance of the Work under the Construction Contract.

**ARTICLE 4 ADDITIONAL SERVICES**

**§ 4.1** Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

*(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

| **Additional Services** | | **Responsibility** *(Architect, Owner or Not Provided)* | **Location of Service Description** *(Section 4.2 below or in an exhibit attached to this document and identified below)* |
|---|---|---|---|
| **§ 4.1.1** | Programming | Owner | Has been provided by Owner |
| **§ 4.1.2** | Multiple preliminary designs | Architect | 4.2 |
| **§ 4.1.3** | Measured drawings | Not Included | N/A |
| **§ 4.1.4** | Existing facilities surveys | Not Included | N/A |
| **§ 4.1.5** | Site Evaluation and Planning (B203™–2007) | Not Included | N/A |
| **§ 4.1.6** | Building information modeling | Not Included | N/A |
| **§ 4.1.7** | Civil engineering | Owner | 4.2 |

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| | | | |
|---|---|---|---|
| **§ 4.1.8** | Landscape design | Architect | 4.2 |
| **§ 4.1.9** | Architectural Interior Design (B252™–2007) | Not Included | N/A |
| **§ 4.1.10** | Value Analysis (B204™–2007) | Not Included | N/A |
| **§ 4.1.11** | Detailed cost estimating | Architect | 4.2 |
| **§ 4.1.12** | On-site project representation | Not Included | N/A |
| **§ 4.1.13** | Conformed construction documents | Not Included | N/A |
| **§ 4.1.14** | As-Designed Record drawings | Architect | 4.2 |
| **§ 4.1.15** | As-Constructed Record drawings | Architect | 4.2 |
| **§ 4.1.16** | Post occupancy evaluation | Not Included | N/A |
| **§ 4.1.17** | Facility Support Services (B210™–2007) | Not Included | N/A |
| **§ 4.1.18** | Tenant-related services | Not Included | N/A |
| **§ 4.1.19** | Coordination of Owner's consultants | Not Included | N/A |
| **§ 4.1.20** | Telecommunications/data design | Not Included | N/A |
| **§ 4.1.21** | Security Evaluation and Planning (B206™–2007) | Not Included | N/A |
| **§ 4.1.22** | Commissioning (B211™–2007) | Not Included | N/A |
| **§ 4.1.23** | Extensive environmentally responsible design | Not Included | N/A |
| **§ 4.1.24** | LEED® Certification (B214™–2007) | Not Included | N/A |
| **§ 4.1.25** | Fast-track design services | Not Included | N/A |
| **§ 4.1.26** | Historic Preservation (B205™–2007) | Not Included | N/A |
| **§ 4.1.27** | Furniture, Furnishings, and Equipment Design (B253™–2007) | Not Included | N/A |
| | | | |

**§ 4.2** Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

Surveying, Geotechnical, Test and Balance, Commissioning or Construction Material Testing

**§ 4.3** Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

**§ 4.3.1** Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

**.1** Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

**.2** Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;

**.3** Changing or editing previously prepared Instruments of Service (as defined in Section 1.1.7 of the AIA A201-2007 as modified by Owner attached hereto as Exhibit "B" and incorporated herein for all purposes) necessitated by the enactment or revision of codes, laws or regulations or official interpretations;

**.4** Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;

**.5** Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

**.6** Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

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**.7** Preparation for, and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding, except: (1) where the Architect is a party thereto and/or (2) meetings of the Commissioners Court in which the subject Project is a topic of discussion (such attendance being considered Basic Services).

**.8** Consultation concerning replacement of Work resulting from fire or other cause during construction;

**§ 4.3.2 INTENTIONALLY DELETED**.

~~**§ 4.3.2** To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:~~

~~**.1** Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;~~

~~**.2** Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;~~

~~**.3** Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;~~

~~**.4** Evaluating an extensive number of Claims as the Initial Decision Maker;~~

~~**.5** Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or~~

~~**.6** To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.~~

**§ 4.3.3 INTENTIONALLY DELETED**.

~~**§ 4.3.3** The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:~~

~~**.1** « » ( « » ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor~~

~~**.2** « » ( « » ) visits to the site by the Architect over the duration of the Project during construction~~

~~**.3** « » ( « » ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents~~

~~**.4** « » ( « » ) inspections for any portion of the Work to determine final completion~~

**§ 4.3.4 INTENTIONALLY DELETED**.

~~**§ 4.3.4** If the services covered by this Agreement have not been completed within « » ( « » ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.~~

## ARTICLE 5 OWNER'S RESPONSIBILITIES

**§ 5.1** Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

**§ 5.2** The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

**§ 5.3** The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

**§ 5.4** The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as

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applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

**§ 5.5** The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

**§ 5.6** The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

**§ 5.7** The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

**§ 5.8** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

**§ 5.9** The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service provided however, that failure of the Owner to provide such notice shall in no way affect the Architect's obligations hereunder, nor shall such failure relieve the Architect from any liability for failure to discover and correct any such fault, defect, error, omission or inconsistency.

**§ 5.10** Except as otherwise provided in this Agreement, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

**§ 5.11 INTENTIONALLY DELETED**.
~~**§ 5.11** Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.~~

**§ 5.12** The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

## ARTICLE 6 COST OF THE WORK

**§ 6.1** For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

**§ 6.2** The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot

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and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

**§ 6.3** In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If an increase in the Contract Sum occurring after execution of the Contract between the Owner and the Contractor causes the budget for the Cost of the Work to be exceeded, that budget shall be increased accordingly or at Owner's election, the Architect shall assist Owner at no expense to Owner, in revising the Project to meet Owner's budget requirements.

**§ 6.4 INTENTIONALLY DELETED**.

~~**§ 6.4** If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.~~

**§ 6.5** If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall at no additional fee to Owner make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

**§ 6.6** If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- **.1** give written approval of an increase in the budget for the Cost of the Work;
- **.2** authorize rebidding or renegotiating of the Project within a reasonable time;
- **.3** terminate in accordance with Section 9.5;
- **.4** in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- **.5** implement any other mutually acceptable alternative.

**§ 6.7** If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

**§ 7.1** Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect of this Project. The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

**§ 7.2** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Original drawings and specifications are the property of the Architect; however, the Project is the property of the Owner, and the Architect may not use the drawings and specifications therefore for any purpose not related to the Project without Owner's consent. Owner shall be furnished with such reproductions of drawings and specifications as Owner may reasonably require. Upon completion of the Work or any earlier termination of this Agreement, Architect will revise drawings to reflect changes made during construction and he will promptly furnish the Owner with one complete set of reproducible record prints. All such reproductions shall be property of the Owner who may use them without Architect's permission for any proper purpose related to the Project, including, but not limited to additions to or completion of the Project. Submission or

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distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

**§ 7.3** Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service for purposes of completing, using and maintaining the Project.

**§ 7.3.1 INTENTIONALLY DELETED**.

~~**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.~~

**§ 7.4 INTENTIONALLY DELETED**.

~~**§ 7.4** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.~~

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 GENERAL

**§ 8.1.1 INTENTIONALLY DELETED**.

~~**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.~~

**§ 8.1.2** To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

**§ 8.1.3** The Architect waives consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Article 9.

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**§ 8.2 MEDIATION**

**§ 8.2.1** Any claim, dispute or other matter in question arising out of or related to this Agreement may, if agreed to in writing by all parties after the claim or dispute has arisen, be submitted to mediation prior to the institution of legal or equitable proceedings by either party.

**§ 8.2.2** The Owner and Architect may endeavor to resolve claims, disputes and other matters in question between them by mediation . A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. However, nothing in this Agreement shall be construed as requiring mandatory mediation of claims, disputes or other matters in questions between the parties.

**§ 8.2.3** The parties shall share the mediator's fee equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**§ 8.2.4 THROUGH § 8.3.4.3 INTENTIONALLY DELETED**.

~~**§ 8.2.4** If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:~~

~~*(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*~~

~~[ « » ] Arbitration pursuant to Section 8.3 of this Agreement~~

~~[ « » ] Litigation in a court of competent jurisdiction~~

~~[ « » ] Other (Specify)~~

~~**§ 8.3 ARBITRATION**~~

~~**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~**§ 8.3.4 CONSOLIDATION OR JOINDER**~~

~~**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

**ARTICLE 9 TERMINATION OR SUSPENSION**

**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.2** If the Owner suspends the Project, for more than thirty (30) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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**§ 9.3** If the Owner suspends the Project for more than 90 consecutive days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

**§ 9.4** Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**§ 9.5** The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

**§ 9.6** In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

**§ 9.7 INTENTIONALLY DELETED**.
~~**§ 9.7** Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.~~

**§ 9.8** The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7.

**ARTICLE 10 MISCELLANEOUS PROVISIONS**
**§ 10.1** This Agreement shall be governed by the law of the place where the Project is located.

**§ 10.2** Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction as modified by Owner and attached hereto as Exhibit "B".

**§ 10.3** The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

**§ 10.4** If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

**§ 10.5** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

**§ 10.6 INTENTIONALLY DELETED**.
~~**§ 10.6** Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.~~

**§ 10.7 INTENTIONALLY DELETED**.
~~**§ 10.7** The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit of the Architect in the Owner's promotional materials for the Project.~~

**§ 10.8** If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it

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to any other person except (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information, or (4) as required by law.

## ARTICLE 11 COMPENSATION

**§ 11.1** For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

**(5.25%) of the total Estimated Construction Cost The "Estimated Construction Cost" will be agreed in writing between the Owner and Architect, but will be based upon the preliminary cost estimate, set forth on Exhibit "E" attached hereto and made a part hereof, less the amount set forth on such Exhibit "E" for "Civil" (the amount set forth under the heading "Civil" will not be included in Estimated Construction Cost). While Owner and Architect acknowledge that the actual Estimated Construction Cost is not known at the time of execution hereof, Architect acknowledges that the Owner's budget for the Project has been based on the preliminary cost estimate.**

**§ 11.2** For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

**§ 11.3** For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

**§ 11.4** Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus «**one point zero percent**» (**1.0%** ), or as otherwise stated below:

**§ 11.5** Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

| | | | | | |
|---|---|---|---|---|---|
| Schematic Design Phase | Fifteen | percent ( | 15 | %) |
| Design Development Phase | Twenty | percent ( | 20 | %) |
| Construction Documents Phase | Forty | percent ( | 40 | %) |
| Bidding or Negotiation Phase | Five | percent ( | 5 | %) |
| Construction Phase/Contract Admin. | Eighteen | percent ( | 18 | %) |
| Project Close-Out/Warranty Phase | Two | percent ( | 2 | %) |
| Total Basic Compensation | one hundred | percent ( | 100 | %) |

**§ 11.6** When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

**§ 11.7** The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

«See Exhibit "D"»

| Employee or Category | Rate |
|---|---|
| | |

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**§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES**

**§ 11.8.1** Reimbursable Expenses are in addition to compensation for the Architect's Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

**.1** Transportation and authorized out-of-town travel and subsistence;

**.2** Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets with prior written approval from Owner;

**.3** Fees paid for securing approval of authorities having jurisdiction over the Project excluding five (5) copies of all Instruments of Service to be furnished to Owner;

**.4** Printing, reproductions, plots, standard form documents;

**.5** Postage, handling and delivery of Instruments of Service;

**.6** Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

**.7** Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;

**.8** Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;

**.9** All taxes levied on professional services and on reimbursable expenses;

**.10 DELETED**

~~**.10** Site office expenses; and~~

**.11** Other similar Project-related expenditures.

**§ 11.8.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants.

**§ 11.9 INTENTIONALLY DELETED**.

~~**§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE**~~

~~If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:~~

« »

**§ 11.10 PAYMENTS TO THE ARCHITECT**

**§ 11.10.1** An initial payment of «zero» ($«0») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

**§ 11.10.2** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice to the Commissioners' Court of the Owner. Amounts unpaid «thirty» («30») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. *(Insert rate of monthly or annual interest agreed upon.)*

«0 %» «per month»

**§ 11.10.3** The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a judicial proceeding.

**§ 11.10.4** Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

«Not applicable »

**ARTICLE 13 SCOPE OF THE AGREEMENT**

**§ 13.1** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

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**§ 13.2** This Agreement is comprised of the following documents listed below:

**.1** AIA Document B101™–2007, Standard Form Agreement between Owner and Architect
**.2** AIA Document A201™–2007, General Conditions of the Contract for Construction
**.3** Other documents:
*(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)*

Exhibit A- Article 14 and 15, Additional Supplemental Conditions to the AIA Document B 101-207
Exhibit B-201 Terms and Conditions
Exhibit C-Insurance Certificate
Exhibit D-Rate Schedule
Exhibit E – Preliminary Cost Estimate

This Agreement entered into as of the day and year first written above.

| **OWNER** | **ERO International, L.L.P.** d/b/a **ERO Architects** |
|---|---|
| *(Signature)* | *(Signature)* |
| Ramon Garcia, County Judge | Eli R. Ochoa, PE, AIA |
| *(Printed name and title)* | *(Printed name and title)* |
| **APPROVED AS TO FORM:** | **ATTEST:** |
| **Atlas, Hall & Rodriguez, LLP** | |
| **By:** | |
| *(Signature)* | *(Signature)* |
| Stephen L. Crain | Arturo Guajardo Jr., County Clerk |
| *(Printed name and title)* | *(Printed name and title)* |

DRAFT

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**AI-39441** **Purchasing Department 27. C. 1.**

**CC REGULAR**

**Meeting Date:** 07/09/2013

**Submitted By:** Rocio Villarreal,
PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

### CAPTION

Requesting approval to enter into agreement with Paymentech, LLC on behalf of JPMorgan Chase Bank, N.A. to provide electronic payment services for E-Filing System.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:**

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

**BUDGETARY IMPACT:**

No Budgetary Impact

## Attachments

backup1

backup2

backup3

backup4

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Darlene Betancourt | 07/02/2013 10:02 AM |
| Budget & Management | Obdett Calzada | 07/02/2013 10:21 AM |
| Manuel Chapa | Manuel Chapa | 07/02/2013 11:44 AM |
| Auditor's Office | Monica Badillo | 07/02/2013 05:15 PM |

Form Started By: Rocio Villarreal Started On: 06/26/2013 02:42 PM

Final Approval Date: 07/02/2013

14221 Dallas Parkway, Dallas, Texas 75254 ● 4 Northeastern Blvd, Salem, NH 03079-1952
Sales Phone (603) 896-8324 ● Sales Fax (603) 896-8701

www.chasepaymentech.com

## 1 COMPANY INFORMATION

**Federal regulations require that we collect and retain for our records information to verify merchant identity.**

| | | | |
|---|---|---|---|
| **COMPANY LEGAL NAME:** | Hidalgo County | **TAXPAYER ID** | 74-6000717 |
| **REGISTERED TRADE NAME** | Hidalgo County Clerks | **YEAR BUSINESS STARTED** | 1852 |
| **PHYSICAL STREET ADDRESS:** (NO PO BOX OR PAID MAIL BOX) | 100 N. Closner Blvd | | |
| **CITY** | Edinburg | **STATE** TX | **ZIP CODE** 78539 |
| **PRIMARY CONTACT** | Arturo Guajardo Jr. | **TELEPHONE #** | 956-318-2100 |

**TYPE OF ENTITY**

☐ INDIVIDUAL / SOLE PROPRIETOR ☐ PARTNERSHIP ☐ CORPORATION ☐ LLC* ☒ OTHER: Government

*** IF LLC, TAXED AS:** ☐ DISREGARDED ENTITY ☐ CORPORATION ☐ PARTNERSHIP

| | | | |
|---|---|---|---|
| **STATE OF FORMATION** | Texas | **DATE OF FORMATION** (MM/DD/YYYY) | 1852 |

## 2 OWNERS

**Owners must provide social security number. Each owner signing authorizes JPMorgan Chase Bank N.A. and Paymentech, LLC, as part of this investigation, to obtain and review third party credit bureau reports on such owner. Ownership must equal at least 50% and must include at least two individual owners, if applicable. Attach additional sheets, if necessary, along with signatures of any owner who is an individual.**

| | | | | | |
|---|---|---|---|---|---|
| **NAME** | Arturo Guajardo Jr. | **SOCIAL SECURITY TAX ID NUMBER** | 74-6000717 | **BIRTHDATE OR DATE OF INCORPORATION** | |
| **STREET ADDRESS** | 100 N. Closner Blvd | | | **TELEPHONE NUMBER** | 956-318-2100 |
| **CITY** | Edinburg | **STATE** | TX | **ZIP CODE** | 78539 |
| **SIGNATURE** | | | | **PERCENT OWNERSHIP** | N/A % |

| | | | | | |
|---|---|---|---|---|---|
| **NAME** | | **SOCIAL SECURITY OR TAX ID NUMBER** | | **BIRTHDATE OR DATE OF INCORPORATION** | |
| **STREET ADDRESS** | | | | **TELEPHONE NUMBER** | |
| **CITY** | | **STATE** | | **ZIP CODE** | |
| **SIGNATURE** | | | | **PERCENT OWNERSHIP** | % |

## 3 CERTIFICATION

**I, the undersigned, being an officer/principal of Hidalgo County Clerks represent and warrant that the statements made on this document are correct and factual. JPMorgan Chase Bank, N.A ("Member") and Paymentech, LLC ("Paymentech" or "Chase Paymentech") are authorized to conduct any necessary investigation.**

| | | | |
|---|---|---|---|
| **SIGNATURE** | | **DATE** | |
| **NAME** (please print) | | **TITLE** (please print) | |

## PAYMENTECH INTERNAL USE ONLY

| | |
|---|---|
| **SUBMITTER NAME** | Tyler Technologies, Inc. |

***Note: Each Merchant is required to submit a W9 with this application, regardless if Paymentech will be utilizing the Submitter's TIN for IRS reporting purposes.**

***SUBMITTER MERCHANT***
**PAYMENT PROCESSING INSTRUCTIONS AND GUIDELINES**

Paymentech, LLC ("*Paymentech*" or "we", "us" or "our" and the like), for itself and on behalf of JPMorgan Chase Bank, N.A. ("Member"), is very excited about the opportunity to join **Tyler Technologies, Inc.** in providing you with state-of-the-art payment processing services. When your Customers pay you through Tyler Technologies, Inc., you may be the recipient of a Card funded payment. The organizations that operate these Card systems (such as Visa U.S.A., Inc. and MasterCard International Incorporated; collectively, the "Payment Brands") require that you (i) enter into a direct contractual relationship with an entity that is a member of the Payment Brand and (ii) agree to comply with Payment Brand Rules as they pertain to applicable Card Transaction you submit through Tyler Technologies, Inc.. You are also required to fill out an Application with Paymentech. The Application provides Paymentech with information relative to your processing practices and expectations.
By executing this document, you are fulfilling the Payment Brand Rule of entering into a direct contractual relationship with a member, and you are agreeing to comply with Payment Brand Rules as they pertain to Transactions you submit for processing through the Tyler Technologies, Inc. service. We understand and acknowledge that you have contracted with Tyler Technologies, Inc. to obtain Card processing services on your behalf and that Tyler Technologies, Inc. may have agreed to be responsible for your obligations to us for such Transactions and as set forth in these guidelines.
The following information is designed to inform and assist you as we begin our relationship.

***1. Your Acceptance of Cards***

- You agree to comply with all Payment Brand Rules, as may be applicable to you and in effect from time. You understand that we may be required to modify these instructions and guidelines in order to comply with requirements imposed by the Payment Brands.
- In offering payment options to your customers, you may elect any one of the following options. These acceptance options above apply only to domestic transactions:
  (1) Accept ***all*** types of Visa and MasterCard cards, including consumer credit and debit/check cards, and commercial credit and debit/check cards;
  (2) Accept ***only*** Visa and MasterCard credit cards and commercial cards (If you select this option, you must accept all consumer credit cards (but not consumer debit/check cards) and all commercial card products, including business debit/check cards); or
  (3) Accept ***only*** Visa and MasterCard consumer debit/check cards (If you select this option, you must accept all consumer debit/check card products (but not business debit/check cards) and refuse to accept any kind of credit cards).
- If you choose to limit the types of Visa and MasterCard cards you accept, you must display appropriate signage to indicate acceptance of the limited acceptance category you have selected (that is, accept only debit/check card products or only credit and commercial products).
- For recurring transactions, you must obtain a written request or similar authentication from your Customer for the goods and/or services to be charged to the Customer's Card, specifying the frequency of the recurring charge and the duration of time during which such charges may be made.

***2. Settlement***

- Upon our receipt of your Transactions, we will process your Transactions to facilitate the funds transfer between the various Payment Brands, you and Tyler Technologies, Inc.. Unless otherwise agreed to by the parties, after we receive credit for such Transactions, we will provide provisional credit to one or more of the Bank Account(s) you designate herein under the "Funding Schedule" section.
- You must not submit Transactions for payment until the goods are delivered, shipped, or the services are performed. If a Customer disputes being charged for merchandise or services before receiving them, the result may be a Chargeback to you.

***3. Chargebacks***

- You may receive a Chargeback for a number of reasons. The following are some of the most common reasons for Chargebacks, but in no way is this meant to be an exhaustive list of all Chargeback reasons:
  (1) You do not issue a refund to a Customer upon the return or non-delivery of goods or services;

(2) An authorization/approval code was required and not obtained;
(3) The Transaction was fraudulent;
(4) The Customer disputes the Card sale or the signature on the sale documentation, or claims that the sale is subject to a set-off, defense or counterclaim; or
(5) The Customer refuses to make payment for a Card sale because in the Customer's good faith opinion, a claim or complaint has not been resolved, or has been resolved by you but in an unsatisfactory manner.

***4. Data Security and Privacy***

- By signing below, you represent to us that you **do not** have access to any Card Information (such as the Customer's primary account number, expiration date, security code or personal identification number) and you will not request access to such Card Information from Tyler Technologies, Inc.. In the event that you do happen to receive Card Information in connection with the processing services provided by Tyler Technologies, Inc. or Paymentech under these guidelines, you agree that you will not use it for any fraudulent purpose or in violation of any Payment Brands or applicable law and you will comply with all applicable Payment Brand Rules and Security Standards. If at any time you believe that Card Information has been compromised, you must notify us promptly and assist in providing notification to the proper parties. You must ensure your compliance with all Security Standards that are applicable to you and which may be published from time to time by the Payment Brands. If any Payment Brand requires an audit of you due to a data security compromise event or suspected event, you agree to cooperate with such audit. You may not use any Card Information other than for the sole purpose of completing the Transaction authorized by the Customer for which the information was provided to you, or as specifically allowed by Payment Brand Rules, or required by law. In the event of your failure, including bankruptcy, insolvency or other suspension of business operations, you shall not sell, transfer or disclose any materials that contain Transaction information or Card Information to third parties.

***5. Funding Schedule***

- In order to receive funds from Paymentech, you must maintain one or more bank account(s) at a bank that is a member of the Automated Clearing House ("ACH") system and the Federal Reserve wire system (the "Bank Account"). You must designate at least one Bank Account for the deposit and settlement of funds and the debit of any fees and costs associated with Paymentech's processing of the Transactions (all such designated Bank Accounts shall be collectively referred to herein as the "Settlement Account"). You authorize Paymentech to initiate electronic credit and debit entries and adjustments to your Settlement Account in accordance with this Section 5. We will not be liable for any delays in receipt of funds or errors in Settlement Account entries caused by third parties, including but not limited to delays or errors by the Payment Brands or your bank.

- Unless otherwise agreed to by the parties, the proceeds payable to the Settlement Account shall be equal to the amounts received by us in respect of your Card transactions less all Chargebacks, Customer refunds and other applicable charges. Such amounts will be paid into the Settlement Account promptly following our receipt of the funds. If the proceeds payable to the Settlement Account do not represent sufficient credits, or the Settlement Account does not have a sufficient balance to pay amounts due from you under these guidelines, we may pursue one or more of the following options: (i) demand and receive immediate payment for such amounts; (ii) debit a Bank Account for the amount of the negative balance; (iii) withhold settlement payments to the Settlement Account until all amounts are paid, (iv) delay presentation of refunds until a payment is made to us of a sufficient amount to cover the negative balance; and (v) pursue any remedies we may have at law or in equity.

- Unless and until we receive written instructions from you to the contrary, all amounts payable by Paymentech to you will be deposited in the Settlement Account designated and authorized by you as set forth below:

Name of Bank: **Lone Star National Bank**

ABA No.: ____

Account No.: ____

Account Name: **Hidalgo County Clerk Court Cost**

Reference: ____

***6. Definitions***

"***Application***" is a statement of your financial condition, a description of the characteristics of your business or organization, and related information you have previously or concurrently submitted to us, including credit and financial information.

"***Card***" is an account, or evidence of an account, authorized and established between a Customer and a Payment Brand, or representatives or members of a Payment Brand that you accept from Customers as payment for a good or service. Payment Instruments include, but are not limited to, credit and debit cards, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates and credit accounts.

"***Chargeback***" is a reversal of a Transaction you previously presented to Paymentech pursuant to Payment Brand Rules.

"***Customer***" is the person or entity to whom a Card is issued or who is otherwise authorized to use a Payment Instrument.

"***Member***" is JPMorgan Chase Bank, N.A. or other entity providing sponsorship to Paymentech as required by all applicable Payment Brand. Your acceptance of Payment Brand products is extended by the Member.

"***Payment Brand***" is any payment method provider whose payment method is accepted by Paymentech for processing, including, but not limited to, Visa, U.S.A., Inc., MasterCard International, Inc., Discover Financial Services, LLC and other credit and debit card providers, debit network providers, gift card and other stored value and loyalty program providers. Payment Brand also includes the Payment Card Industry Security Standards Council.

"***Payment Brand Rules***" are the bylaws, rules, and regulations, as they exist from time to time, of the Payment Brands.

"***Card Information***" is information related to a Customer or the Customer's Card, that is obtained by you or Tyler Technologies, Inc. from the Customer's Card, or from the Customer in connection with his or her use of a Card (for example a security code, a PIN number, or the customer's zip code when provided as part of an address verification system). Without limiting the foregoing, such information may include a the Card account number and expiration date, the Customer's name or date of birth, PIN data, security code data (such as CVV2 and CVC2) and any data read, scanned, imprinted, or otherwise obtained from the Payment Instrument, whether printed thereon, or magnetically, electronically or otherwise stored thereon.

"***Paymentech***", "***we***", "***our***", and "***us***" is Paymentech, LLC, a Delaware limited liability company, having its principal office at 14221 Dallas Parkway, Dallas, Texas 75254.

"***Security Standards***" are all rules, regulations, standards or guidelines adopted or required by the Payment Brands or the Payment Card Industry Security Standards Council relating to privacy, data security and the safeguarding, disclosure and handling of Payment Instrument Information, including but not limited to the Payment Card Industry Data Security Standards ("PCI DSS"), Visa's Cardholder Information Security Program ("CISP"), Discover's Information Security & Compliance Program, American Express's Data Security Operating Policy, MasterCard's Site Data Protection Program ("SDP"), Visa's Payment Application Best Practices ("PABP"), the Payment Card Industry's Payment Application Data Security Standard ("PA DSS"), MasterCard's POS Terminal Security program and the Payment Card Industry PIN Entry Device Standard, in each case as they may be amended from time to time.

"***Transaction***" is a transaction conducted between a Customer and you utilizing a Card in which consideration is exchanged between the Customer and you.

Please acknowledge your receipt of these instructions and guidelines and your agreement to comply therewith.

**Agreed and Accepted by:**

Hidalgo County
MERCHANT LEGAL NAME (Print or Type)

2810 S. Business HWY 281, Edinburg, TX 78539
Address (Print or Type)

By (authorized signature)

By, Name, Title (Print or Type)

Date

**Agreed and Accepted by:**

PAYMENTECH, LLC for itself and on behalf of
JPMORGAN CHASE BANK, N.A.

By:

Print Name: David Miller

Title: Managing Director of Credit

Date:

Address: 4 Northeastern Boulevard, Salem, NH 03079

14221 Dallas Parkway, Dallas, Texas 75254 ● 4 Northeastern Blvd, Salem, NH 03079-1952
Sales Phone (603) 896-8324 ● Sales Fax (603) 896-8701

www.chasepaymentech.com

## 1 COMPANY INFORMATION

**Federal regulations require that we collect and retain for our records information to verify merchant identity.**

| | | | |
|---|---|---|---|
| **COMPANY LEGAL NAME:** | **Hidalgo County** | **TAXPAYER ID** | **74-6000717** |
| **REGISTERED TRADE NAME** | **Hidalgo County District Clerks** | **YEAR BUSINESS STARTED** | |
| **PHYSICAL STREET ADDRESS:** (NO PO BOX OR PAID MAIL BOX) | **100 N. Closner Blvd** | | |
| **CITY** | **Edinburg** | **STATE** **TX** | **ZIP CODE** **78539** |
| **PRIMARY CONTACT** | **Laura Hinojosa** | **TELEPHONE #** | **956-318-2200** |

**TYPE OF ENTITY**

☐ **INDIVIDUAL / SOLE PROPRIETOR** ☐ **PARTNERSHIP** ☐ **CORPORATION** ☐ **LLC*** ☒ **OTHER:** **Government**

*** IF LLC, TAXED AS:** ☐ **DISREGARDED ENTITY** ☐ **CORPORATION** ☐ **PARTNERSHIP**

| | | | |
|---|---|---|---|
| **STATE OF FORMATION** | **Texas** | **DATE OF FORMATION** (MM/DD/YYYY) | |

## 2 OWNERS

**Owners must provide social security number. Each owner signing authorizes JPMorgan Chase Bank N.A. and Paymentech, LLC, as part of this investigation, to obtain and review third party credit bureau reports on such owner. Ownership must equal at least 50% and must include at least two individual owners, if applicable. Attach additional sheets, if necessary, along with signatures of any owner who is an individual.**

| | | | | | |
|---|---|---|---|---|---|
| **NAME** | **Laura Hinojosa** | **SOCIAL SECURITY TAX ID NUMBER** | **74-6000717** | **BIRTHDATE OR DATE OF INCORPORATION** | |
| **STREET ADDRESS** | **100 N. Closner Blvd** | | | **TELEPHONE NUMBER** | **956-318-2200** |
| **CITY** | **Edinburg** | **STATE** | **TX** | **ZIP CODE** | **78539** |
| **SIGNATURE** | | | | **PERCENT OWNERSHIP** | **N/A %** |

| | | | | | |
|---|---|---|---|---|---|
| **NAME** | | **SOCIAL SECURITY OR TAX ID NUMBER** | | **BIRTHDATE OR DATE OF INCORPORATION** | |
| **STREET ADDRESS** | | | | **TELEPHONE NUMBER** | |
| **CITY** | | **STATE** | | **ZIP CODE** | |
| **SIGNATURE** | | | | **PERCENT OWNERSHIP** | **%** |

## 3 CERTIFICATION

**I, the undersigned, being an officer/principal of Hidalgo County District Clerks represent and warrant that the statements made on this document are correct and factual. JPMorgan Chase Bank, N.A ("Member") and Paymentech, LLC ("Paymentech" or "Chase Paymentech") are authorized to conduct any necessary investigation.**

| | | | |
|---|---|---|---|
| **SIGNATURE** | | **DATE** | |
| **NAME** (please print) | **Laura Hinojosa** | **TITLE** (please print) | **District Clerk** |

## PAYMENTECH INTERNAL USE ONLY

| | |
|---|---|
| **SUBMITTER NAME** | **Tyler Technologies, Inc.** |

***Note: Each Merchant is required to submit a W9 with this application, regardless if Paymentech will be utilizing the Submitter's TIN for IRS reporting purposes.**

***SUBMITTER MERCHANT***
**PAYMENT PROCESSING INSTRUCTIONS AND GUIDELINES**

Paymentech, LLC ("*Paymentech*" or "we", "us" or "our" and the like), for itself and on behalf of JPMorgan Chase Bank, N.A. ("Member"), is very excited about the opportunity to join **Tyler Technologies, Inc.** in providing you with state-of-the-art payment processing services. When your Customers pay you through Tyler Technologies, Inc., you may be the recipient of a Card funded payment. The organizations that operate these Card systems (such as Visa U.S.A., Inc. and MasterCard International Incorporated; collectively, the "Payment Brands") require that you (i) enter into a direct contractual relationship with an entity that is a member of the Payment Brand and (ii) agree to comply with Payment Brand Rules as they pertain to applicable Card Transaction you submit through Tyler Technologies, Inc.. You are also required to fill out an Application with Paymentech. The Application provides Paymentech with information relative to your processing practices and expectations.
By executing this document, you are fulfilling the Payment Brand Rule of entering into a direct contractual relationship with a member, and you are agreeing to comply with Payment Brand Rules as they pertain to Transactions you submit for processing through the Tyler Technologies, Inc. service. We understand and acknowledge that you have contracted with Tyler Technologies, Inc. to obtain Card processing services on your behalf and that Tyler Technologies, Inc. may have agreed to be responsible for your obligations to us for such Transactions and as set forth in these guidelines.
The following information is designed to inform and assist you as we begin our relationship.

***1. Your Acceptance of Cards***

- You agree to comply with all Payment Brand Rules, as may be applicable to you and in effect from time. You understand that we may be required to modify these instructions and guidelines in order to comply with requirements imposed by the Payment Brands.
- In offering payment options to your customers, you may elect any one of the following options. These acceptance options above apply only to domestic transactions:
  (1) Accept ***all*** types of Visa and MasterCard cards, including consumer credit and debit/check cards, and commercial credit and debit/check cards;
  (2) Accept ***only*** Visa and MasterCard credit cards and commercial cards (If you select this option, you must accept all consumer credit cards (but not consumer debit/check cards) and all commercial card products, including business debit/check cards); or
  (3) Accept ***only*** Visa and MasterCard consumer debit/check cards (If you select this option, you must accept all consumer debit/check card products (but not business debit/check cards) and refuse to accept any kind of credit cards).
- If you choose to limit the types of Visa and MasterCard cards you accept, you must display appropriate signage to indicate acceptance of the limited acceptance category you have selected (that is, accept only debit/check card products or only credit and commercial products).
- For recurring transactions, you must obtain a written request or similar authentication from your Customer for the goods and/or services to be charged to the Customer's Card, specifying the frequency of the recurring charge and the duration of time during which such charges may be made.

***2. Settlement***

- Upon our receipt of your Transactions, we will process your Transactions to facilitate the funds transfer between the various Payment Brands, you and Tyler Technologies, Inc.. Unless otherwise agreed to by the parties, after we receive credit for such Transactions, we will provide provisional credit to one or more of the Bank Account(s) you designate herein under the "Funding Schedule" section.
- You must not submit Transactions for payment until the goods are delivered, shipped, or the services are performed. If a Customer disputes being charged for merchandise or services before receiving them, the result may be a Chargeback to you.

***3. Chargebacks***

- You may receive a Chargeback for a number of reasons. The following are some of the most common reasons for Chargebacks, but in no way is this meant to be an exhaustive list of all Chargeback reasons:
  (1) You do not issue a refund to a Customer upon the return or non-delivery of goods or services;

(2) An authorization/approval code was required and not obtained;
(3) The Transaction was fraudulent;
(4) The Customer disputes the Card sale or the signature on the sale documentation, or claims that the sale is subject to a set-off, defense or counterclaim; or
(5) The Customer refuses to make payment for a Card sale because in the Customer's good faith opinion, a claim or complaint has not been resolved, or has been resolved by you but in an unsatisfactory manner.

***4. Data Security and Privacy***

- By signing below, you represent to us that you **do not** have access to any Card Information (such as the Customer's primary account number, expiration date, security code or personal identification number) and you will not request access to such Card Information from Tyler Technologies, Inc.. In the event that you do happen to receive Card Information in connection with the processing services provided by Tyler Technologies, Inc. or Paymentech under these guidelines, you agree that you will not use it for any fraudulent purpose or in violation of any Payment Brands or applicable law and you will comply with all applicable Payment Brand Rules and Security Standards. If at any time you believe that Card Information has been compromised, you must notify us promptly and assist in providing notification to the proper parties. You must ensure your compliance with all Security Standards that are applicable to you and which may be published from time to time by the Payment Brands. If any Payment Brand requires an audit of you due to a data security compromise event or suspected event, you agree to cooperate with such audit. You may not use any Card Information other than for the sole purpose of completing the Transaction authorized by the Customer for which the information was provided to you, or as specifically allowed by Payment Brand Rules, or required by law. In the event of your failure, including bankruptcy, insolvency or other suspension of business operations, you shall not sell, transfer or disclose any materials that contain Transaction information or Card Information to third parties.

***5. Funding Schedule***

- In order to receive funds from Paymentech, you must maintain one or more bank account(s) at a bank that is a member of the Automated Clearing House ("ACH") system and the Federal Reserve wire system (the "Bank Account"). You must designate at least one Bank Account for the deposit and settlement of funds and the debit of any fees and costs associated with Paymentech's processing of the Transactions (all such designated Bank Accounts shall be collectively referred to herein as the "Settlement Account"). You authorize Paymentech to initiate electronic credit and debit entries and adjustments to your Settlement Account in accordance with this Section 5. We will not be liable for any delays in receipt of funds or errors in Settlement Account entries caused by third parties, including but not limited to delays or errors by the Payment Brands or your bank.

- Unless otherwise agreed to by the parties, the proceeds payable to the Settlement Account shall be equal to the amounts received by us in respect of your Card transactions less all Chargebacks, Customer refunds and other applicable charges. Such amounts will be paid into the Settlement Account promptly following our receipt of the funds. If the proceeds payable to the Settlement Account do not represent sufficient credits, or the Settlement Account does not have a sufficient balance to pay amounts due from you under these guidelines, we may pursue one or more of the following options: (i) demand and receive immediate payment for such amounts; (ii) debit a Bank Account for the amount of the negative balance; (iii) withhold settlement payments to the Settlement Account until all amounts are paid, (iv) delay presentation of refunds until a payment is made to us of a sufficient amount to cover the negative balance; and (v) pursue any remedies we may have at law or in equity.

- Unless and until we receive written instructions from you to the contrary, all amounts payable by Paymentech to you will be deposited in the Settlement Account designated and authorized by you as set forth below:

Name of Bank: **Lone Star National Bank**

ABA No.: ____

Account No.: ____

Account Name: **County of Hidalgo District Clerk Fee Account**

Reference: ____

***6. Definitions***

"***Application***" is a statement of your financial condition, a description of the characteristics of your business or organization, and related information you have previously or concurrently submitted to us, including credit and financial information.

"***Card***" is an account, or evidence of an account, authorized and established between a Customer and a Payment Brand, or representatives or members of a Payment Brand that you accept from Customers as payment for a good or service. Payment Instruments include, but are not limited to, credit and debit cards, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates and credit accounts.

"***Chargeback***" is a reversal of a Transaction you previously presented to Paymentech pursuant to Payment Brand Rules.

"***Customer***" is the person or entity to whom a Card is issued or who is otherwise authorized to use a Payment Instrument.

"***Member***" is JPMorgan Chase Bank, N.A. or other entity providing sponsorship to Paymentech as required by all applicable Payment Brand. Your acceptance of Payment Brand products is extended by the Member.

"***Payment Brand***" is any payment method provider whose payment method is accepted by Paymentech for processing, including, but not limited to, Visa, U.S.A., Inc., MasterCard International, Inc., Discover Financial Services, LLC and other credit and debit card providers, debit network providers, gift card and other stored value and loyalty program providers. Payment Brand also includes the Payment Card Industry Security Standards Council.

"***Payment Brand Rules***" are the bylaws, rules, and regulations, as they exist from time to time, of the Payment Brands.

"***Card Information***" is information related to a Customer or the Customer's Card, that is obtained by you or Tyler Technologies, Inc. from the Customer's Card, or from the Customer in connection with his or her use of a Card (for example a security code, a PIN number, or the customer's zip code when provided as part of an address verification system). Without limiting the foregoing, such information may include a the Card account number and expiration date, the Customer's name or date of birth, PIN data, security code data (such as CVV2 and CVC2) and any data read, scanned, imprinted, or otherwise obtained from the Payment Instrument, whether printed thereon, or magnetically, electronically or otherwise stored thereon.

"***Paymentech***", "***we***", "***our***", and "***us***" is Paymentech, LLC, a Delaware limited liability company, having its principal office at 14221 Dallas Parkway, Dallas, Texas 75254.

"***Security Standards***" are all rules, regulations, standards or guidelines adopted or required by the Payment Brands or the Payment Card Industry Security Standards Council relating to privacy, data security and the safeguarding, disclosure and handling of Payment Instrument Information, including but not limited to the Payment Card Industry Data Security Standards ("PCI DSS"), Visa's Cardholder Information Security Program ("CISP"), Discover's Information Security & Compliance Program, American Express's Data Security Operating Policy, MasterCard's Site Data Protection Program ("SDP"), Visa's Payment Application Best Practices ("PABP"), the Payment Card Industry's Payment Application Data Security Standard ("PA DSS"), MasterCard's POS Terminal Security program and the Payment Card Industry PIN Entry Device Standard, in each case as they may be amended from time to time.

"***Transaction***" is a transaction conducted between a Customer and you utilizing a Card in which consideration is exchanged between the Customer and you.

Please acknowledge your receipt of these instructions and guidelines and your agreement to comply therewith.

**Agreed and Accepted by:**

Hidalgo County
MERCHANT LEGAL NAME (Print or Type)

2810 S. Business HWY 281, Edinburg, TX 78539
Address (Print or Type)

By (authorized signature)

By, Name, Title (Print or Type)

Date

**Agreed and Accepted by:**

PAYMENTECH, LLC for itself and on behalf of
JPMORGAN CHASE BANK, N.A.

By:

Print Name: David Miller

Title: Managing Director of Credit

Date:

Address: 4 Northeastern Boulevard, Salem, NH 03079

Merchant Services • 4 Northeastern Boulevard, Salem, NH 03079-1952 • www.chasepaymentech.com •
Phone: (603) 896-6000 • Fax: (603) 896-8715 • Merchant_Services@ChasePaymentech.com

# Addendum for Application for Credit Card Processing Service Agreement/New Division Request

Date: 5/16/2013 Company ID#: 70725

Projected Live Date: 9/16/2013

## SECTION 1: COMPANY/CONTACT INFORMATION

Company Legal Name: Tyler Technologies, Inc.

Company Taxpayer ID#: 75-2303920

Contact Name: Evan Acosta Phone #: 972-713-3770 x 113503

Fax #: 972-713-3777 Email Address: evan.acosta@tylertech.com

**Transactions processed for this new set up request belong to:**

*Merchant whose company legal name is represented above…*

**OR**

*An Additional Company whose legal name is*: _____ and is a ☐ wholly-owned

☐ partially owned ☐ affiliate ☐ registered DBA or ☐ Other (explain: ) of the merchant noted above.

On behalf of _____

(Company Legal Name)

I, _____, _____,

(Print Name) (Title)

verify that the account set-up information is accurate, that I have the authority to make such a request and thus, it should be used to set up an additional account for our company.

## SECTION 2: BUSINESS UNIT *(if different from division name)*

Parent Business Unit Name (if applicable): **State of Texas** *(up to 30 bytes)* Parent Bus.Unit # (if applicable): _____

**Business Unit Name:** **Hidalgo County TexFile** *(up to 30 bytes)* **Business Unit #:**

## SECTION 3: FUNDING *(if new banking see section 9)*

**If funds should be deposited to an existing bank account please complete the following:**

If USD or CAD, will funds be deposited into your existing Bank Account set up with Chase Paymentech? ☐ Yes or ☒No

If yes, Bank Account # _____ *(Section 9 does not need to be completed)*

**If funds should be deposited to an existing funds transfer instruction please complete the following:**

If USD or CAD, will this division utilize an existing Funds Transfer Instruction (FTI)? ☐ Yes or ☒No ***If no,** a new FTI will be created.*

If yes, provide FTI # _____ *(Section 9 does not need to be completed)*

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## SECTION 4: 1099K CONTACT INFORMATION *(**W-9 required** if new US entity and/or taxpayer ID, **W-8 required** for Canadian entities)*

Transaction Division's Taxpayer ID #/No. 74-6000717 *or* Same as Corporate Yes ☐ No ☒

***(As shown on your Income Tax Return)***

1099K Contact Name Arturo Guajardo Jr. 1099K Contact email address : aguajardo@hidalgocountyclerk.us

***This is the contact that will receive the 1099K mailing to the address listed on the W-9 supplied (only required if different than Corporate)***

1099K Mailing Address: P.O. Box 58 Edinburg, TX 78540

***(If different than address provided on your W-9)***

## SECTION 4a: TRANSACTION DIVISION

Division Name: TX OFS - Hidalgo County Clerks *(up to 30 bytes - this will appear on your Financial Reports)*

Currency *(list only 1 each per division)*: Settlement: USD Presentment: USD

**** If using our Cross Currency Product – please provide both the Presentment and the Settlement Currencies****

- The following field appears on the customer's statement and identifies the merchant name for the consumer and credit card organizations. To further aid consumer recognition, Visa has sanctioned the abbreviation of the merchant name. It must be separated from product information by an asterisk (*), which must appear in the 4th, 8th or 13th position. **The asterisk cannot be used for Retail Merchants.** Internet service providers, e-commerce merchants may utilize a URL instead of Customer Service Phone if not processing any Mail-order transactions (URL must only be 13 bytes)

Cardholder Descriptor *(For all card types with the exception of American Express):*

| * | | | * | | | * | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| H | I | D | A | L | G | O | | C | O | U | N | T | Y | | C | O | U | R | T | S | |

*(22 bytes)*

| | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Customer Service Phone #: (Required for Mail Order or Recurring) | 9 | 5 | 6 | - | 3 | 1 | 8 | - | 2 | 1 | 0 | 0 | | *(13 bytes)* |
| City: (Required for Retail) | | | | | | | | | | | | | | *(13 bytes)* |
| URL: (optional, if phone# provided above) | | | | | | | | | | | | | | *(13 bytes)* |

**Division Location Address:** **100 N Closner Blvd** **Country:** US

*(Must be a street address, PO Boxes not acceptable)*

**City:** ***Edinburg*** **State/Prov:** T X **Zip Code (US):** 7 8 5 3 9

*(For Retail-City above must match City Location)*

**Postal Code (Intl):** **Postal Code (Can):** *(6 bytes)*

*(State/Province and Postal/Zip codes must match the address given above)*

Product/Service Description *(Enter product description, i.e. clothing, books, membership)* COURT FEES

Publication Descriptor *(Please provide **only** if required by your submitter):*

Avg. Trans. $ Amt: 150.00 Avg. # Trans./Yr: 1000 Projected Refund % 0.1

How do you market this product? *(Check <u>only</u> those that apply to this division)*

☐ Catalog ☐ Direct Mail ☐ Internet ☐ Space Ad ☐ TV ☐ Outbound Telemarketing ☒ Other

How will consumers provide credit card information to you when they <u>order</u> this product? *(Select only one):*

☐ Retail ☐ Mail/Phone*(Marketing Material Required)* ☒ Internet(*Please provide your URL):* http:// https://texfile.tylerhost.net/

***If internet is selected** and the website is not yet available to consumers please complete a Marketing Material Supplement form which you may obtain from Merchant Services or your account executive.*

If Internet, please advise: *Select one*: ☒ SSL ☐ SET ☐ No encryption method

Will the consumer be able to place their order and provide their credit card info (or electronic check info) through this website? ☒ Yes ☐ No

Is the web site secure, i.e., will the information that the consumer provides, such as their name and credit card number be encrypted so that it can't be read or intercepted by other people? ☒Yes ☐No

Maximum Sale Transaction Amount: $ (Default $25,000 U.S. dollars or established international currency equivalent per transaction)

Maximum Refund Transaction Amount: $ (Default $25,000 U.S. dollars or established international currency equivalent per transaction)

*(Approval will be required for any temporary or permanent increases to this ceiling limit).*

Please check the consumer's payment option for this division: *(Select only one):*
☒Single payment ☐Installment payments ☐Deferred payments ☐Recurring *(transactions managed by merchant/submitter)*

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## SECTION 4: TRANSACTION DIVISION (continued)

Please check below if applicable:

☐ Bill Payment (*A Bill Payment transaction is a transaction for an ongoing service/billing cycle that is known and agreed upon in advance by the merchant and cardholder. i.e. Membership or Insurance, etc.)*

Do you stock product? ☐ Yes ☐ No Do you provide custom orders at time of sale? ☐ Yes ☐ No

Do you own the product at the time of sale? ☐ Yes ☐ No

Do you drop ship the product? ☐ Yes ☐ No If yes, what %: _____

Are you filling your own merchandise orders? ☐ Yes ☐ No

If no, who is your fulfillment service bureau? _____

Fulfillment Contact: _____ Phone # : _____

## SECTION 5: CHARGEBACK CONTACT: *(required)* IQA (*Manager/supervisor – one who assigns work to MCAs*)

*(Required for retail and Discover)* **MRQA** (*Manager/supervisor – one who assigns work to MRAs*)

NOTE: This contact may receive any exception documents that may need to be mailed or faxed, if not participating in Chargeback Management this will be the default contact for Chargeback Mailing *(second contact will not be required)*

Location: ☒ Merchant ☐ Submitter ☐ Fulfillment *(check one)* If Submitter/Fulfillment, Name: _____

☐ Mr. ☐ Mrs. ☒ Ms. First Name: Norma Last Name: Harlow

Title: Deputy Clerk Phone #: 956-318-2100 Ext: 6143

Fax #: 956-318-2105 Alternate Fax #: _____

Email Address: norma.harlow@co.hidalgo.tx.us

Address: P.O. Box 58

City: Edinburg State/Prov: TX Zip/Postal Code: 78540 Country: US

Will this contact require access to: Transaction History ☐ Report Center ☐ both ☒ ?

Account Masking? ☐ First6/Last4 or ☒ Last 4*(select only one)*

Does this contact have a Paymentech Online User ID? ☐Yes ☒No If yes, provide User ID: _____

## CHARGEBACK CONTACT: *(required)* MCA (*Merchant Chargeback Analyst – one who works the chargeback's*)

*(Required for retail and Discover)* **MRA** (*(Merchant Retrieval Analyst – one who works the retrievals*)

☐ Same as above *(check here if the MCA/MRA Contact is the same as the IQA/MRQA contact)*

Location: ☒ Merchant ☐ Submitter ☐ Fulfillment *(check one)* If Submitter/Fulfillment, Name: _____

☐ Mr. ☐ Mrs. ☒ Ms. First Name: Berenize Last Name: Alvardo

Title: Deputy Clerk Phone #: 956-318-2100 Ext: 6106

Fax #: 956-318-2105 Alternate Fax #: _____

Email Address: berenize.alvarado@co.hidalgo.tx.us

Address: P.O. Box 58

City: Edinburg State/Prov: TX Zip/Postal Code: 78540 Country: US

Will this contact require access to: Transaction History ☐ Report Center ☐ both ☒ ?

Account Masking? ☐ First6/Last4 or ☒ Last 4*(select only one)*

Does this contact have a Paymentech Online User ID? ☐Yes ☒No If yes, provide User ID: _____

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## SECTION 6: PRODUCTS & SERVICES

Please indicate if you will be using any of the following additional services. Please note that some of these services May require an additional contract addendum and/or information if you currently do not have the service. *(For information on these services, please contact your Chase Paymentech Relationship Manager)*

1. ☐ Authorization Recycling
   # of recycle attempts: _____ *(Default is 3 if left blank)* # of days between attempts: _____ *(Default is 3 if left blank)*
   Output Options: ☐ Total *(recommended)* ☐ Standard
2. ☐ MC/IM/UKDM/SW SecureCode
3. ☐ Account Updater (US Only, Canada & UK Only):
   ☐Submitting or ☐Extracting *(if extracting Indicate # of Days*: _____ *(1-180 days) (if Orbital Gateway*
   For UK-Account Updater Visa EU Merchant ID required _____

## SECTION 7: METHODS OF PAYMENT

☒ Visa ☒ MasterCard ☐ JCB *(US & Yen only)*
*(As a default Discover will be set up **except** for those merchants that are retained by Discover, or do not have a company location address in the United States. As a default Discover Diners added whenever Visa and MC are added.)*
☐ Discover Canada *(CAD only)* ☐ Discover Diners Canada *(CAD only)*

☐ Private Label vendor: _____

Private Label attributes _____ *Please supply attributes for Private Label Vendor*
*(Please work with your Vendor to obtain these attributes – for example – HRS Household – Please provide Credit Plan #)*

☒ Discover *(conveyed only) (US only)* SE# | | | | | | | | | | | | | | | | *(15 bytes)*

☐ American Express*(conveyed)* SE# | | | | | | | | | | | *(10 bytes)*

*As a rule: (US SE should begin with "1-8", International SE should begin with a "9", Canadian SE should begin with a "93", International SE valid on **some** cross currency divisions dependent on presentment currency)*

**AMEX Parameter Information**

Cardholder Descriptor: *(Appears on your American Express cardholder statement)(All other card types use descriptor in Section 4)*

| | | | | | | | | | | | | | | | | | | | *(20 bytes)*

TAA #1: _____ *(22 bytes)* TAA #2: _____ *(22 bytes)*
TAA #3: _____ *(22 bytes)* TAA #4: _____ *(22 bytes)*

Do you support American Express Partial Auths?
**American Express -** Yes ☐ No ☐

For American Express Only, if yes – please select the following applicable option:
Auth and Balance Return ☐ Partial Auth ☐ Both ☐

How have you been classified as a merchant by American Express?: *(please select one)*
Aggregator ☐ Petroleum ☐ or Neither ☐

☐ **Electronic Check Processing Parameter** *(US and Canadian only)*

Company Name: | | | | | | | | | | | | | | | | | *(16 bytes)*

Item Description: | | | | | | | | | | | *(10 bytes)*

Preferred Delivery Method: *(select only one)*
☐ Best Possible (*US only)* ☐ Facsimile Draft (*US only)* ☐ ACH/EFT (*US & Canada)*

Redeposit Parameter? ☐ Yes ☐ No Indicate # of Days: _____ The default is "1"

How do you obtain authorization from consumers? *(Select only one)* ☐ Written consent ☐ Telephone ☐ Internet

ECP Maximum Sale Transaction Amount: _____ (If blank, these amounts will default to match the Bank Card Transaction Amounts. Enter an amount here only if the Maximum Sale and Refund amounts for ECP should be different than Bank Card)

ECP Maximum Refund Transaction Amount: _____ (If blank, these amounts will default to match the Bank Card Transaction Amounts. Enter an amount here only if the Maximum Sale and Refund amounts for ECP should be different than Bank Card)

*(Approval will be required for any temporary or permanent increases to this ceiling limit).*

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## SECTION 7: METHODS OF PAYMENT (continued)

☐ **PINless Debit** *(Not applicable for retail merchants)*

Please select the network vendors that you have approval from: NYCE ☐ STAR ☐ Pulse ☐ Accel ☐

☐ **PIN Based Debit** *(Applicable to retail merchants only)*

**PIN BASED DEBIT** Requires a PIN Pad – please complete **section 8, item #5**, entitled **"Will you be using a Point-of-Sale terminal (US and Canada only) or Point-of-Sale software?"**

If checked above, this division will be setup for the following network vendors with the exception of EBT:
*(Pulse, NYCE, STAR, Interlink, Maestro, ACCEL, Alaska Options, Jeanie, AFFN, CU24)*

EBT required: Yes ☐ or No ☐ ? FCS# required if processing food stamp transactions:

☐ **Gift Card** *(U.S. only)*

☐ **Bill Me Later®** payment option *(US only)*

☐ **UK Maestro** *fka* Switch *(GBR currency with UK Location only)*

☐ **International Maestro** *Available in EUR, GBP (UK Location not applicable)and USD currencies*

***Current Allowable Countries –*** *Austria, Belgium, France, Germany, Ireland, Italy, Luxembourg, Netherlands and United Kingdom (Euro & US Currency only)*

☐ **European Direct Debit**

***For EURO only:*** *(Valid only for Euro currency divisions)*

Descriptor | | | | | | | | | | | | | | | | ***(16 bytes)***

*Default will be the first 16 characters of your Cardholder Descriptor unless otherwise noted*

*Please select country(s) in which you will offer Direct Debit:*

*AT (Austria)* ☐ *BE (Belgium)* ☐ *DE (Germany)* ☐ *NL (Netherlands)* ☐ *FR (France)* ☐

***For GBP only:*** *(Valid only for GBP currency divisions)*

Descriptor | | | | | | | | ***(7 bytes)***

*Default will be the first 7 characters of your Cardholder Descriptor unless otherwise noted*

*Country: UK* ☐

Redeposit Parameter? ☐ No ☐ Yes Indicate # of days: The default is "1"

☐ **PayPal** *(Valid for US currency only)*

Payer Email Address: _____

*(32 character limit) (must be a unique email address belonging to the merchants business and must be working at the time of account creation.*
***Note****: No two accounts or divisions can share the same Payer email address.)*

Customer Service Email Address: _____
*(127 character limit)*

Primary Contact Name: _____ Phone: _____ Email: _____

Descriptor : | P | A | Y | P | A | L | * | | | | | | | | | | | | ***(18 bytes)***

Business Name: _____ Customer Service Phone# _____ *(Optional)*

*(75 character limit and must not contain the following characters &, <, and >.)*

Sales Venue: ☐ eBay ☐ Other Marketplace ☐ My own Website(include http:) _____ ☐ *Other*

Avg.Transaction Price*:* $ _____ Avg. Trans/Yr*:* _____ Percent of Annual revenue from online sales: _____ *%*

Authentication Method: (*the method by which you (the merchant) will authenticate your customer with PayPal – you must choose only one*)

PayPal Direct ☐ Cardinal Commerce Centinel ☐ ***(if Cardinal Commerce*** *is involved, please complete the following):*

Are you using Ecometry or CommercialWare Software to facilitate your Paypal Integration? Yes ☐ No ☐

Time Zone *(based on merchant's location)* : _____ SSL Security: (check one) HTTP ☐ or HTTPS ☐

Tech Contact Name: _____ Phone: _____ Email Address: _____

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## SECTION 8: PROCESSING METHOD

Who will be submitting transactions to Chase Paymentech?

☒ Merchant ☐ Other Co. Name: Tyler Technologies, Inc. *(i.e. fulfillment co. or ECommerce provider)*

If known, please provide the Presenter ID # (PID): _____ or Submitter # (SU): _____

☐ **1. Will you be submitting transactions from a computer system?**

What is the name of the manufacturer and model of your computer platform? _____

What is the name of the manufacturer and model of your modem? _____ ☐ Internal ☐ External

Will you be coding to Chase Paymentech specifications? ☐ Yes ☐ No

Will you use NetConnect Batch for Connectivity? ☐ Yes ☐ No

Will you use NetConnect for connectivity for online authorization only? ☐ Yes ☐ No

If yes, NetConnect Contact Name: _____ Email: _____

UserId *(if existing)*: _____ Phone: _____

If applicable, name the software vendor and application you will be using to format your files: _____

☒ **2. Will you be using the Orbital Payment Gateway?** **If this is the first division using the Orbital Payment Gateway, please contact your Relationship Manager*

Primary Contact*: Berenize Alvardo UserID *(if existing)* _____

Address: P.O. Box 58

City: Edinburg State: TX Zip/Postal Code: 78540 Country: US

Phone: 956-318-2100 ext.6106 Email *(required)*: berenize.alvarado@co.hidalgo.tx.us

**Primary contact must be the merchant contact for security needs.*

Auto-Settle Time: 7:00 ☐ AM or ☒ PM *To meet 10 ET Host window, this should be set no later than 8pm to allow Gateway to settle.*
*(If Blank – default will be no auto settle time)*

Merchant Time Zone: CST *Note: The Auto-Settle time is based in the merchant time zone. (US time zones only)*

Profile Management required? If Yes Level of access: ☐ *Merchant **or** ☒ **Chain *(select one, default is Merchant)*

**Merchant level – only requested divisions are available. **Chain level - every new division created will automatically be available*

VT Import Functionality? ☐ Yes ☒ No

Auth Recycling? ☐ Yes ☒ No # of Recycle Attempts: *(Default is 3)* # of Days between attempts:

☐ **3. Will you be using: ☐ Paypal/Verisign ☐ CyberSource**

☐ **4. Will you be using the iTerminal?** *(retail divisions only)*

Primary Contact*: _____ UserID *(if existing)* _____

Address: _____

City: _____ State: _____ Zip/Postal Code: _____ Country: _____

Phone: _____ Email *(required)*: _____

**Primary contact must be the merchant contact for security needs.*

Auto-Settle Time: _____ ☐ AM or ☐ PM *To meet 10 ET Host window, this should be set no later than 8pm to allow Gateway to settle.*
*(If Blank – default will be no auto settle time)*

Merchant Time Zone: _____ Note: The Auto-Settle time is based in the merchant time zone. (US time zones only)

Magtek Reader Needed? ☐Yes ☐No If Debit, PinPad Needed? ☐Yes ☐No If Yes, NBS7100☐ or Verifone SC5000☐

*(If Yes, Magtek Readers are purchase only)* *( iTerminal is only certified to utilize the above PinPads and are purchase only)*

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## SECTION 8: PROCESSING METHOD (continued)

☐ **5. Will you be using a Point-of-sale terminal (US & Canada only) or Point-of-Sale software?**

**Point of Sales Software:**

POS/Software Name: _____ Host Capture ☐ Terminal Capture ☐

Connectivity: Dial ☐ NetConnect ☐ *(If NetConnect see requirements below)*

If NetConnect: Where is your software hosted/configured? Corporate location☐ or Division location☐

NetConnect Contact Name: _____ Email address: _____

UserId if existing: _____ Phone: _____

PIN Pad Type and quantity?*(for PIN BASE DEBIT Only)* _____ Quantity: _____

Is PIN Pad Existing ☐ or PIN Pad Purchase Needed☐

Injection – Will you be using the Chase Paymentech Encryption Key ☐ or you do own your own Encryption Key? ☐

Who will be injecting the Encryption Key into your PIN Pad? Please select one below :

☐ Chase Paymentech Solutions ☐ Other Vendor Name:

**Equipment/Terminals**:

Will you ☐ Purchase? ☐ Rent? (US Only) If purchase or rent, date needed by: _____

☐ Use existing equipment? ☐ Yes ☐ No Terminal quantity? _____ Printer quantity? _____

Terminal/Equipment Type: _____ Printer Type: _____

Host Capture ☐ Terminal Capture ☐

Connectivity: Dial ☐ NetConnect ☐ Wireless ☐ *(If NetConnect see requirement below)*

NetConnect Contact Name: _____ Email address: _____

UserId if existing: _____ Phone: _____

PIN Pad Type and quantity? *(for PIN BASE DEBIT Only)* _____ Quantity: _____

Is PIN Pad Existing ☐ or PIN Pad Purchase Needed☐

Injection – Will you be using the Chase Paymentech Encryption Key ☐ or you do own your own Encryption Key? ☐

Who will be injecting the Encryption Key into your PIN Pad? Please select one below:

☐ Chase Paymentech Solutions ☐ Other Vendor Name: _____

Store Phone #: _____ Terminal Line Phone #: _____ Dial Out Prefix *(9,8,5):* _____

Customer Service Phone # (if different then Store Phone #) _____

Equipment/Kits/Imprinters Ship To Address (if different than store location) Please ensure a contact will be available to accept shipment: **Attention to**: _____

*Default will be Store Manager*

Street Address: _____

City: _____ State/Prov: _____ Zip/Postal Code: _____ Country: _____

Ship to contact's phone#: _____ Ship to contact's email: _____

Store Opening Date: _____ Special Requirements: _____

**Do you require a "re-program" kit?** *(overlay, quick reference guide, etc.)* Yes☐ No☒

**Do you require an Imprinter**? ☐Yes ☒No **Type of Imprinter required:** With Dater ☐ or Without Dater ☐

**Do you require an Imprinter Plate**? ☐Yes ☒No

**Do you require a Welcome Kit**? *(this includes sales drafts, credit drafts, etc)* Yes☐ No☒

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***Note: When setting up multiple bank accounts, please complete a separate form for each.***

## SECTION 9: BANK ACCOUNT INFORMATION

| *Check only one of the 7 options below* | Settlement Currency in which we will fund to you | Deposit (Country where your Bank Acct Resides) | Complete all sections listed: |
|---|---|---|---|
| Option #1 ☒ | USD | USA *(See section A Note section)* | A, E |
| Option #2 ☐ | CAD | CAN | B1 to B3, E |
| Option #3 ☐ | USD | CAN | B1 to B3, D3, D4, E |
| Option #4 ☐ | USD | Int'l _____ (list country funds are being deposited in) | C1 to C3, D1, D3, D4, E |
| Option #5 ☐ | ☐Euro, ☐GBP, ☐ JPY, ☐AUD, ☐ HKD, ☐DKK, ☐CHF, ☐NOK, ☐SEK, ☐NZD, ☐ZAR | Euro Bank or SAME as presentment/settlement currency | C1 and/or C2, C3, E |
| Option # 6 ☐ | ☐Euro, ☐GBP, ☐ JPY, ☐AUD, ☐ HKD, ☐DKK, ☐CHF, ☐NOK, ☐SEK, ☐NZD, ☐ZAR, ☐USD | If DIFFERENT than Settlement Currency Int'l _____ (list country funds are being deposited in) | C1 and/or C2, C3, D1 and/or D2, D4, E |
| Option #7 ☐ | ☐Euro, ☐GBP, ☐ JPY, ☐AUD, ☐ HKD, ☐DKK, ☐CHF, ☐NOK, ☐SEK, ☐NZD, ☐ZAR | CAN | B1 to B3, D1, D4, E |

## *Section* A: US BANK ACCOUNT INFORMATION

***(select preferable method of transfer)***

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| ☒ ACH Transfer ***(required even if not selected)*** | 1 | 1 | 4 | 9 | 1 | 1 | 6 | 8 | 7 | *(ABA #)* |
| ☐ Wire Transfer ***(See Note)*** | | | | | | | | | | *(Fedwire#)* |
| ☐ BIC/Swift Transfer ***(See Note)*** | | | | | | | | | | *(Swift Code: (8 to 11 bytes)* |

***Please Note**: BIC/Swift code is required if your division is located outside of the US or Canada and is settling funds in USD. Wire transfer requires both ACH ABA Routing# and Fedwire#.*

Special Wire Instructions: (60 bytes)

Bank Account #: 71015418 Company Name: *(As appears on Bank Account)* Hidalgo County Clerk Court Cost

Financial Institution Name: Lone Star National Bank

City: McAllen State: TX Zip/Postal Code: 78504 Country: **United States**

☒ Checking OR ☐ Savings

## Section B: CANADIAN BANK ACCOUNT INFORMATION: Transfer Method EFT Only

**B1** Institution Number: EFT Branch Transit Number:

**B2** BIC/Swift Code: (8 to 11 bytes) (required if settlement is USD)

**B3** Bank Account # Company Name: *(As appears on Bank Account)*

Financial Institution Name:

City: Province: Postal Code: Country: **Canada**

☐ Checking OR ☐ Savings

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## Section C: FINAL DESTINATION BANK

**Account Where Your Funds are Deposited**

| | | |
|---|---|---|
| **C1** | **BIC/Swift Code: (8 to 11 bytes)** | |
| **C2** | CHAPS Sort Code: (Required in Great Britain Only) | |

**C3** IBAN/Bank Account # _____

*(IBAN required for all Banking located in European Union Countries)*

Company Name: *(As appears on Bank account)* _____

Financial Institution Name: _____

City: _____ State/Province: _____ Postal Code: _____ Country: _____

Special Wire Instructions: (60 bytes) _____

## Section D: INTERMEDIARY/CLEARING BANK ACCOUNT INFORMATION

***Note: For Int'l Deposits going through J.P. Morgan Chase in London, Intermediary is not required. Complete Section "C" only***

| | | |
|---|---|---|
| **D1** | **BIC/Swift Code: (8 to 11 bytes)** | |
| **D2** | CHAPS Sort Code: (Required in Great Britain Only) | |
| **D3** | Wire Transfer: (USA Only) | (Routing #) |

**D4** Financial Institution Name: _____

City: _____ State/Province: _____ Postal Code/Zip: _____ Country: _____

Special Wire Instructions: (60 bytes) _____

## Section E: Signature

"On behalf of Hidalgo County Clerks (Merchant Legal Name) I, Arturo Guajardo Jr. (Print Name), represent and warrant that I have the authority to add banking information and I verify that the above banking information is accurate and should be used to transfer funds accordingly."

Authorized Signature* _____ Title _____ Date _____

***(*Must be signed by Executive or Financial Contact)***

***Note: In order to process this request, please attach an original voided check (starter check or bank statements not applicable) or a bank letter of verification.***

***ATTACH VOIDED CHECK HERE***

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## SECTION 10: REPORT CENTER AND TRANSACTION HISTORY ACCESS FORM

1. **Please be sure to include the information below for additional contact that requires access to Transaction History and/or Paymentech Online Report Center.**
2. Report delivery will be web based via Paymentech Online.
3. Please note: You, the merchant, are responsible for advising Chase Paymentech of changes in Paymentech Online contacts. Chase Paymentech assumes no responsibility or liability of any kind for Merchant's failure to advise Chase Paymentech of changes to or elimination of Paymentech Online Users.

*Please be sure to complete all fields below.*

Salutation: *Check one:* ☐ Mr. ☒ Ms. ☐ Mrs.

Name: Norma Harlow Title: Deputy Clerk

Phone #: 956-318-2100 ext.6143 Fax #: 956-318-2105

Address: P.O. Box 58

City: Edinburg State/Prov: TX Zip/Postal Code: 78540 Country: US

Email Address: *(40 bytes)* norma.harlow@co.hidalgo.tx.us
*(username@domain.com)*

Does this contact have a Paymentech Online User ID? ☐ Yes ☒ No If yes, please provide User ID: _____

Does this User require access to: ☐ Reporting ☐ Transaction History ☒ Both Account Masking ☒ Yes ☐ No

For existing merchants – Is this User replacing an individual with Paymentech Online Access? ☐ Yes ☒ No

If yes, who? _____ Has this individual left the company? ☐ Yes ☒ No

For existing – Is this User's access to be mirrored like another User Paymentech Online Access? ☐ Yes ☒ No

If yes, who? _____

Account Masking? ☐ First6/Last4 or ☒ Last 4 *(select only one)*

Salutation: *Check one:* ☐ Mr. ☒ Ms. ☐ Mrs.

Name: Berenize Alvardo Title: Deputy Clerk

Phone #: 956-318-2100 ext.6106 Fax #: 956-318-2105

Address: P.O. Box 58

City: Edinburg State/Prov: TX Zip/Postal Code: 78540 Country: US

Email Address: *(40 bytes)* berenize.alvarado@co.hidalgo.tx.us
*(username@domain.com)*

Does this contact have a Paymentech Online User ID? ☐ Yes ☒ No If yes, please provide User ID: _____

Does this User require access to: ☐ Reporting ☐ Transaction History ☒ Both Account Masking ☒ Yes ☐ No

For existing merchants – Is this User replacing an individual with Paymentech Online Access? ☐ Yes ☒ No

If yes, who? _____ Has this individual left the company? ☐ Yes ☒ No

For existing – Is this User's access to be mirrored like another User Paymentech Online Access? ☐ Yes ☒ No

If yes, who? _____

Account Masking? ☐ First6/Last4 or ☒ Last 4 *(select only one)*

**For additional Users, please submit additional forms.**

I, **Arturo Guajardo Jr.** (Print Name), **Hidalgo County Clerk** (Title)* verify that the contact information is accurate, that I have the authority to make such a request and thus it should be used to grant access for these contacts to access Transaction History and/or the Report Center.

**Signature:** _____

***(must be signed by Executive or Financial Contact)**

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# Addendum for Application for Credit Card Processing Service Agreement/New Division Request

Date: 5/16/2013 Company ID#: 70725

Projected Live Date: 9/16/2013

## SECTION 1: COMPANY/CONTACT INFORMATION

Company Legal Name: Tyler Technologies, Inc.

Company Taxpayer ID#: 75-2303920

Contact Name: Evan Acosta Phone #: 972-713-3770 x 113503

Fax #: 972-713-3777 Email Address: evan.acosta@tylertech.com

**Transactions processed for this new set up request belong to:**

*Merchant whose company legal name is represented above…*

**OR**

*An Additional Company whose legal name is*: _____ and is a ☐ wholly-owned

☐ partially owned ☐ affiliate ☐ registered DBA or ☐ Other (explain: ) of the merchant noted above.

On behalf of _____

(Company Legal Name)

I, _____, _____,

(Print Name) (Title)

verify that the account set-up information is accurate, that I have the authority to make such a request and thus, it should be used to set up an additional account for our company.

## SECTION 2: BUSINESS UNIT *(if different from division name)*

Parent Business Unit Name (if applicable): **State of Texas** *(up to 30 bytes)* Parent Bus.Unit # (if applicable): _____

**Business Unit Name:** **Hidalgo County TexFile** *(up to 30 bytes)* **Business Unit #:**

## SECTION 3: FUNDING *(if new banking see section 9)*

**If funds should be deposited to an existing bank account please complete the following:**

If USD or CAD, will funds be deposited into your existing Bank Account set up with Chase Paymentech? ☐ Yes or ☒No

If yes, Bank Account # _____ *(Section 9 does not need to be completed)*

**If funds should be deposited to an existing funds transfer instruction please complete the following:**

If USD or CAD, will this division utilize an existing Funds Transfer Instruction (FTI)? ☐ Yes or ☒No ***If no,** a new FTI will be created.*

If yes, provide FTI # _____ *(Section 9 does not need to be completed)*

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## SECTION 4: 1099K CONTACT INFORMATION *(**W-9 required** if new US entity and/or taxpayer ID, **W-8 required** for Canadian entities)*

Transaction Division's Taxpayer ID #/No. 74-6000717 *or* Same as Corporate Yes ☐ No ☒
***(As shown on your Income Tax Return)***

1099K Contact Name Mayra Rangel 1099K Contact email address : mayra.rangel@co.hidalgo.tx.us

***This is the contact that will receive the 1099K mailing to the address listed on the W-9 supplied (only required if different than Corporate)***
1099K Mailing Address: 100 N Closner Edinburg, TX 78539
***(If different than address provided on your W-9)***

## SECTION 4a: TRANSACTION DIVISION

Division Name: TX OFS - Hidalgo District Clerks *(up to 30 bytes - this will appear on your Financial Reports)*

Currency *(list only 1 each per division)*: Settlement: USD Presentment: USD

**** If using our Cross Currency Product – please provide both the Presentment and the Settlement Currencies****

- The following field appears on the customer's statement and identifies the merchant name for the consumer and credit card organizations. To further aid consumer recognition, Visa has sanctioned the abbreviation of the merchant name. It must be separated from product information by an asterisk (*), which must appear in the 4th, 8th or 13th position. **The asterisk cannot be used for Retail Merchants.** Internet service providers, e-commerce merchants may utilize a URL instead of Customer Service Phone if not processing any Mail-order transactions (URL must only be 13 bytes)

Cardholder Descriptor *(For all card types with the exception of American Express):*

| | | | * | | | | | * | | | | | * | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| H | I | D | A | L | G | O | | C | O | U | N | T | Y | | C | O | U | R | T | S | |

*(22 bytes)*

| | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Customer Service Phone #: (Required for Mail Order or Recurring) | 9 | 5 | 6 | - | 3 | 1 | 8 | - | 2 | 2 | 0 | 0 | | *(13 bytes)* |
| City: (Required for Retail) | | | | | | | | | | | | | | *(13 bytes)* |
| URL: (optional, if phone# provided above) | | | | | | | | | | | | | | *(13 bytes)* |

**Division Location Address:** **100 N Closner Blvd** **Country:** US
*(Must be a street address, PO Boxes not acceptable)*

**City:** ***Edinburg*** **State/Prov:** T X **Zip Code (US):** 7 8 5 3 9
*(For Retail-City above must match City Location)*

**Postal Code (Intl):** **Postal Code (Can):** *(6 bytes)*
*(State/Province and Postal/Zip codes must match the address given above)*

Product/Service Description *(Enter product description, i.e. clothing, books, membership)* C O U R T F E E S

Publication Descriptor *(Please provide **only** if required by your submitter):*

Avg. Trans. $ Amt: 150.00 Avg. # Trans./Yr: 1000 Projected Refund % 0.1

How do you market this product? *(Check <u>only</u> those that apply to this division)*
☐ Catalog ☐ Direct Mail ☐ Internet ☐ Space Ad ☐ TV ☐ Outbound Telemarketing ☒ Other

How will consumers provide credit card information to you when they <u>order</u> this product? *(Select only one):*
☐ Retail ☐ Mail/Phone*(Marketing Material Required)* ☒ Internet(*Please provide your URL):* http:// https://texfile.tylerhost.net/

***If internet is selected** and the website is not yet available to consumers please complete a Marketing Material Supplement form which you may obtain from Merchant Services or your account executive.*

If Internet, please advise: *Select one*: ☒ SSL ☐ SET ☐ No encryption method

Will the consumer be able to place their order and provide their credit card info (or electronic check info) through this website? ☒ Yes ☐ No

Is the web site secure, i.e., will the information that the consumer provides, such as their name and credit card number be encrypted so that it can't be read or intercepted by other people? ☒Yes ☐No

Maximum Sale Transaction Amount: $ (Default $25,000 U.S. dollars or established international currency equivalent per transaction)

Maximum Refund Transaction Amount: $ (Default $25,000 U.S. dollars or established international currency equivalent per transaction)

*(Approval will be required for any temporary or permanent increases to this ceiling limit).*

Please check the consumer's payment option for this division: *(Select only one):*
☒Single payment ☐Installment payments ☐Deferred payments ☐Recurring *(transactions managed by merchant/submitter)*

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## SECTION 4: TRANSACTION DIVISION (continued)

Please check below if applicable:

☐ Bill Payment (*A Bill Payment transaction is a transaction for an ongoing service/billing cycle that is known and agreed upon in advance by the merchant and cardholder. i.e. Membership or Insurance, etc.)*

Do you stock product? ☐ Yes ☐ No Do you provide custom orders at time of sale? ☐ Yes ☐ No

Do you own the product at the time of sale? ☐ Yes ☐ No

Do you drop ship the product? ☐ Yes ☐ No If yes, what %: _____

Are you filling your own merchandise orders? ☐ Yes ☐ No

If no, who is your fulfillment service bureau? _____

Fulfillment Contact: _____ Phone # : _____

## SECTION 5: CHARGEBACK CONTACT: *(required)* IQA (*Manager/supervisor – one who assigns work to MCAs*)

*(Required for retail and Discover)* **MRQA** (*Manager/supervisor – one who assigns work to MRAs*)

NOTE: This contact may receive any exception documents that may need to be mailed or faxed, if not participating in Chargeback Management this will be the default contact for Chargeback Mailing *(second contact will not be required)*

Location: ☒ Merchant ☐ Submitter ☐ Fulfillment *(check one)* If Submitter/Fulfillment, Name: _____

☐ Mr. ☐ Mrs. ☒ Ms. First Name: Norma Last Name: Martinez

Title: Accountant Phone #: 956-318-2200 Ext: 6258

Fax #: 956-318-2251 Alternate Fax #: _____

Email Address: norma.martinez@co.hidalgo.tx.us

Address: 100 N Closner

City: Edinburg State/Prov: TX Zip/Postal Code: 78539 Country: US

Will this contact require access to: Transaction History ☐ Report Center ☐ both ☒ ?

Account Masking? ☐ First6/Last4 or ☒ Last 4*(select only one)*

Does this contact have a Paymentech Online User ID? ☐Yes ☒No If yes, provide User ID: _____

## CHARGEBACK CONTACT: *(required)* MCA (*Merchant Chargeback Analyst – one who works the chargeback's*)

*(Required for retail and Discover)* **MRA** (*(Merchant Retrieval Analyst – one who works the retrievals*)

☐ Same as above *(check here if the MCA/MRA Contact is the same as the IQA/MRQA contact)*

Location: ☒ Merchant ☐ Submitter ☐ Fulfillment *(check one)* If Submitter/Fulfillment, Name: _____

☐ Mr. ☐ Mrs. ☒ Ms. First Name: Sabrina Last Name: Guerra

Title: Accountant Phone #: 956-318-2200 Ext: _____

Fax #: 956-318-2251 Alternate Fax #: _____

Email Address: sabrina.guerra@co.hidalgo.tx.us

Address: 100 N Closner

City: Edinburg State/Prov: TX Zip/Postal Code: 78539 Country: US

Will this contact require access to: Transaction History ☐ Report Center ☐ both ☒ ?

Account Masking? ☐ First6/Last4 or ☒ Last 4*(select only one)*

Does this contact have a Paymentech Online User ID? ☐Yes ☒No If yes, provide User ID: _____

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## SECTION 6: PRODUCTS & SERVICES

Please indicate if you will be using any of the following additional services. Please note that some of these services May require an additional contract addendum and/or information if you currently do not have the service. *(For information on these services, please contact your Chase Paymentech Relationship Manager)*

1. ☐ Authorization Recycling
   # of recycle attempts: _____ *(Default is 3 if left blank)* # of days between attempts: _____ *(Default is 3 if left blank)*
   Output Options: ☐ Total *(recommended)* ☐ Standard
2. ☐ MC/IM/UKDM/SW SecureCode
3. ☐ Account Updater (US Only, Canada & UK Only):
   ☐Submitting or ☐Extracting *(if extracting Indicate # of Days*: _____ *(1-180 days) (if Orbital Gateway*
   For UK-Account Updater Visa EU Merchant ID required _____

## SECTION 7: METHODS OF PAYMENT

☒ Visa ☒ MasterCard ☐ JCB *(US & Yen only)*
*(As a default Discover will be set up **except** for those merchants that are retained by Discover, or do not have a company location address in the United States. As a default Discover Diners added whenever Visa and MC are added.)*
☐ Discover Canada *(CAD only)* ☐ Discover Diners Canada *(CAD only)*

☐ Private Label vendor: _____

Private Label attributes _____ *Please supply attributes for Private Label Vendor*
*(Please work with your Vendor to obtain these attributes – for example – HRS Household – Please provide Credit Plan #)*

☒ Discover *(conveyed only) (US only)* SE# | | | | | | | | | | | | | | | | *(15 bytes)*

☐ American Express*(conveyed)* SE# | | | | | | | | | | | *(10 bytes)*

*As a rule: (US SE should begin with "1-8", International SE should begin with a "9", Canadian SE should begin with a "93", International SE valid on **some** cross currency divisions dependent on presentment currency)*

**AMEX Parameter Information**

Cardholder Descriptor: *(Appears on your American Express cardholder statement)(All other card types use descriptor in Section 4)*

| | | | | | | | | | | | | | | | | | | | *(20 bytes)*

TAA #1: _____ *(22 bytes)* TAA #2: _____ *(22 bytes)*
TAA #3: _____ *(22 bytes)* TAA #4: _____ *(22 bytes)*

Do you support American Express Partial Auths?
**American Express -** Yes ☐ No ☐

For American Express Only, if yes – please select the following applicable option:
Auth and Balance Return ☐ Partial Auth ☐ Both ☐

How have you been classified as a merchant by American Express?: *(please select one)*
Aggregator ☐ Petroleum ☐ or Neither ☐

☐ **Electronic Check Processing Parameter** *(US and Canadian only)*

Company Name: | | | | | | | | | | | | | | | | | *(16 bytes)*

Item Description: | | | | | | | | | | | *(10 bytes)*

Preferred Delivery Method: *(select only one)*
☐ Best Possible (*US only)* ☐ Facsimile Draft (*US only)* ☐ ACH/EFT (*US & Canada)*

Redeposit Parameter? ☐ Yes ☐ No Indicate # of Days: _____ The default is "1"

How do you obtain authorization from consumers? *(Select only one)* ☐ Written consent ☐ Telephone ☐ Internet

ECP Maximum Sale Transaction Amount: _____ (If blank, these amounts will default to match the Bank Card Transaction Amounts. Enter an amount here only if the Maximum Sale and Refund amounts for ECP should be different than Bank Card)

ECP Maximum Refund Transaction Amount: _____ (If blank, these amounts will default to match the Bank Card Transaction Amounts. Enter an amount here only if the Maximum Sale and Refund amounts for ECP should be different than Bank Card)

*(Approval will be required for any temporary or permanent increases to this ceiling limit).*

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## SECTION 7: METHODS OF PAYMENT (continued)

☐ **PINless Debit** *(Not applicable for retail merchants)*

Please select the network vendors that you have approval from: NYCE ☐ STAR ☐ Pulse ☐ Accel ☐

☐ **PIN Based Debit** *(Applicable to retail merchants only)*

**PIN BASED DEBIT** Requires a PIN Pad – please complete **section 8, item #5**, entitled **"Will you be using a Point-of-Sale terminal (US and Canada only) or Point-of-Sale software?"**

If checked above, this division will be setup for the following network vendors with the exception of EBT:
*(Pulse, NYCE, STAR, Interlink, Maestro, ACCEL, Alaska Options, Jeanie, AFFN, CU24)*

EBT required: Yes ☐ or No ☐ ? FCS# required if processing food stamp transactions:

☐ **Gift Card** *(U.S. only)*

☐ **Bill Me Later®** payment option *(US only)*

☐ **UK Maestro** *fka* Switch *(GBR currency with UK Location only)*

☐ **International Maestro** *Available in EUR, GBP (UK Location not applicable)and USD currencies*

***Current Allowable Countries –*** *Austria, Belgium, France, Germany, Ireland, Italy, Luxembourg, Netherlands and United Kingdom (Euro & US Currency only)*

☐ **European Direct Debit**

***For EURO only:*** *(Valid only for Euro currency divisions)*

Descriptor | | | | | | | | | | | | | | | | ***(16 bytes)***

*Default will be the first 16 characters of your Cardholder Descriptor unless otherwise noted*

*Please select country(s) in which you will offer Direct Debit:*

*AT (Austria)* ☐ *BE (Belgium)* ☐ *DE (Germany)* ☐ *NL (Netherlands)* ☐ *FR (France)* ☐

***For GBP only:*** *(Valid only for GBP currency divisions)*

Descriptor | | | | | | | | ***(7 bytes)***

*Default will be the first 7 characters of your Cardholder Descriptor unless otherwise noted*

*Country: UK* ☐

Redeposit Parameter? ☐ No ☐ Yes Indicate # of days: The default is "1"

☐ **PayPal** *(Valid for US currency only)*

Payer Email Address: _____

*(32 character limit) (must be a unique email address belonging to the merchants business and must be working at the time of account creation.*
***Note****: No two accounts or divisions can share the same Payer email address.)*

Customer Service Email Address: _____
*(127 character limit)*

Primary Contact Name: _____ Phone: _____ Email: _____

Descriptor : | P | A | Y | P | A | L | * | | | | | | | | | | | | ***(18 bytes)***

Business Name: _____ Customer Service Phone# _____ *(Optional)*

*(75 character limit and must not contain the following characters &, <, and >.)*

Sales Venue: ☐ eBay ☐ Other Marketplace ☐ My own Website(include http:) _____ ☐ *Other*

Avg.Transaction Price*:* $ _____ Avg. Trans/Yr*:* _____ Percent of Annual revenue from online sales: _____ *%*

Authentication Method: (*the method by which you (the merchant) will authenticate your customer with PayPal – you must choose only one*)

PayPal Direct ☐ Cardinal Commerce Centinel ☐ ***(if Cardinal Commerce*** *is involved, please complete the following):*

Are you using Ecometry or CommercialWare Software to facilitate your Paypal Integration? Yes ☐ No ☐

Time Zone *(based on merchant's location)* : _____ SSL Security: (check one) HTTP ☐ or HTTPS ☐

Tech Contact Name: _____ Phone: _____ Email Address: _____

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## SECTION 8: PROCESSING METHOD

Who will be submitting transactions to Chase Paymentech?

☒ Merchant ☐ Other Co. Name: Tyler Technologies, Inc. *(i.e. fulfillment co. or ECommerce provider)*

If known, please provide the Presenter ID # (PID): _____ or Submitter # (SU): _____

☐ **1. Will you be submitting transactions from a computer system?**

What is the name of the manufacturer and model of your computer platform? _____

What is the name of the manufacturer and model of your modem? _____ ☐ Internal ☐ External

Will you be coding to Chase Paymentech specifications? ☐ Yes ☐ No

Will you use NetConnect Batch for Connectivity? ☐ Yes ☐ No

Will you use NetConnect for connectivity for online authorization only? ☐ Yes ☐ No

If yes, NetConnect Contact Name: _____ Email: _____

UserId *(if existing)*: _____ Phone: _____

If applicable, name the software vendor and application you will be using to format your files: _____

☒ **2. Will you be using the Orbital Payment Gateway?** **If this is the first division using the Orbital Payment Gateway, please contact your Relationship Manager*

Primary Contact*: Norma Martinez UserID *(if existing)* _____

Address: 100 N Closner

City: Edinburg State: TX Zip/Postal Code: 78539 Country: US

Phone: 956-318-2200 Email *(required)*: norma.martinez@co.hidalgo.tx.us

**Primary contact must be the merchant contact for security needs.*

Auto-Settle Time: 7:00 ☐ AM or ☒ PM *To meet 10 ET Host window, this should be set no later than 8pm to allow Gateway to settle. (If Blank – default will be no auto settle time)*

Merchant Time Zone: CST *Note: The Auto-Settle time is based in the merchant time zone. (US time zones only)*

Profile Management required? If Yes Level of access: ☐ *Merchant **or** ☒ **Chain *(select one, default is Merchant)*

**Merchant level – only requested divisions are available. **Chain level - every new division created will automatically be available*

VT Import Functionality? ☐ Yes ☒ No

Auth Recycling? ☐ Yes ☒ No # of Recycle Attempts: *(Default is 3)* # of Days between attempts:

☐ **3. Will you be using: ☐ Paypal/Verisign ☐ CyberSource**

☐ **4. Will you be using the iTerminal?** *(retail divisions only)*

Primary Contact*: _____ UserID *(if existing)* _____

Address: _____

City: _____ State: _____ Zip/Postal Code: _____ Country: _____

Phone: _____ Email *(required)*: _____

**Primary contact must be the merchant contact for security needs.*

Auto-Settle Time: _____ ☐ AM or ☐ PM *To meet 10 ET Host window, this should be set no later than 8pm to allow Gateway to settle. (If Blank – default will be no auto settle time)*

Merchant Time Zone: _____ Note: The Auto-Settle time is based in the merchant time zone. (US time zones only)

Magtek Reader Needed? ☐Yes ☐No If Debit, PinPad Needed? ☐Yes ☐No If Yes, NBS7100☐ or Verifone SC5000☐

*(If Yes, Magtek Readers are purchase only) ( iTerminal is only certified to utilize the above PinPads and are purchase only)*

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## SECTION 8: PROCESSING METHOD (continued)

☐ **5. Will you be using a Point-of-sale terminal (US & Canada only) or Point-of-Sale software?**

**Point of Sales Software:**

POS/Software Name: _____ Host Capture ☐ Terminal Capture ☐

Connectivity: Dial ☐ NetConnect ☐ *(If NetConnect see requirements below)*

If NetConnect: Where is your software hosted/configured? Corporate location☐ or Division location☐

NetConnect Contact Name: _____ Email address: _____

UserId if existing: _____ Phone: _____

PIN Pad Type and quantity?*(for PIN BASE DEBIT Only)* _____ Quantity: _____

Is PIN Pad Existing ☐ or PIN Pad Purchase Needed☐

Injection – Will you be using the Chase Paymentech Encryption Key ☐ or you do own your own Encryption Key? ☐

Who will be injecting the Encryption Key into your PIN Pad? Please select one below :

☐ Chase Paymentech Solutions ☐ Other Vendor Name:

**Equipment/Terminals**:

Will you ☐ Purchase? ☐ Rent? (US Only) If purchase or rent, date needed by: _____

☐ Use existing equipment? ☐ Yes ☐ No Terminal quantity? _____ Printer quantity? _____

Terminal/Equipment Type: _____ Printer Type: _____

Host Capture ☐ Terminal Capture ☐

Connectivity: Dial ☐ NetConnect ☐ Wireless ☐ *(If NetConnect see requirement below)*

NetConnect Contact Name: _____ Email address: _____

UserId if existing: _____ Phone: _____

PIN Pad Type and quantity? *(for PIN BASE DEBIT Only)* _____ Quantity: _____

Is PIN Pad Existing ☐ or PIN Pad Purchase Needed☐

Injection – Will you be using the Chase Paymentech Encryption Key ☐ or you do own your own Encryption Key? ☐

Who will be injecting the Encryption Key into your PIN Pad? Please select one below:

☐ Chase Paymentech Solutions ☐ Other Vendor Name: _____

Store Phone #: _____ Terminal Line Phone #: _____ Dial Out Prefix *(9,8,5):* _____

Customer Service Phone # (if different then Store Phone #) _____

Equipment/Kits/Imprinters Ship To Address (if different than store location) Please ensure a contact will be available to accept shipment: **Attention to**: _____

*Default will be Store Manager*

Street Address: _____

City: _____ State/Prov: _____ Zip/Postal Code: _____ Country: _____

Ship to contact's phone#: _____ Ship to contact's email: _____

Store Opening Date: _____ Special Requirements: _____

**Do you require a "re-program" kit?** *(overlay, quick reference guide, etc.)* Yes☐ No☒

**Do you require an Imprinter**? ☐Yes ☒No **Type of Imprinter required:** With Dater ☐ or Without Dater ☐

**Do you require an Imprinter Plate**? ☐Yes ☒No

**Do you require a Welcome Kit**? *(this includes sales drafts, credit drafts, etc)* Yes☐ No☒

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***Note: When setting up multiple bank accounts, please complete a separate form for each.***

## SECTION 9: BANK ACCOUNT INFORMATION

| *Check only one of the 7 options below* | Settlement Currency in which we will fund to you | Deposit (Country where your Bank Acct Resides) | Complete all sections listed: |
|---|---|---|---|
| Option #1 ☒ | USD | USA *(See section A Note section)* | A, E |
| Option #2 ☐ | CAD | CAN | B1 to B3, E |
| Option #3 ☐ | USD | CAN | B1 to B3, D3, D4, E |
| Option #4 ☐ | USD | Int'l _____ (list country funds are being deposited in) | C1 to C3, D1, D3, D4, E |
| Option #5 ☐ | ☐Euro, ☐GBP, ☐ JPY, ☐AUD, ☐ HKD, ☐DKK, ☐CHF, ☐NOK, ☐SEK, ☐NZD, ☐ZAR | Euro Bank or SAME as presentment/settlement currency | C1 and/or C2, C3, E |
| Option # 6 ☐ | ☐Euro, ☐GBP, ☐ JPY, ☐AUD, ☐ HKD, ☐DKK, ☐CHF, ☐NOK, ☐SEK, ☐NZD, ☐ZAR, ☐USD | If DIFFERENT than Settlement Currency Int'l _____ (list country funds are being deposited in) | C1 and/or C2, C3, D1 and/or D2, D4, E |
| Option #7 ☐ | ☐Euro, ☐GBP, ☐ JPY, ☐AUD, ☐ HKD, ☐DKK, ☐CHF, ☐NOK, ☐SEK, ☐NZD, ☐ZAR | CAN | B1 to B3, D1, D4, E |

## *Section* A: US BANK ACCOUNT INFORMATION

***(select preferable method of transfer)***

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| ☒ ACH Transfer ***(required even if not selected)*** | 1 | 1 | 4 | 9 | 1 | 1 | 6 | 8 | 7 | *(ABA #)* |
| ☐ Wire Transfer ***(See Note)*** | | | | | | | | | | *(Fedwire#)* |
| ☐ BIC/Swift Transfer ***(See Note)*** | | | | | | | | | | *(Swift Code: (8 to 11 bytes)* |

***Please Note**: BIC/Swift code is required if your division is located outside of the US or Canada and is settling funds in USD. Wire transfer requires both ACH ABA Routing# and Fedwire#.*

Special Wire Instructions: (60 bytes)

Bank Account #: 71015132 Company Name: *(As appears on Bank Account)* County of Hidalgo District Clerk Fee Account

Financial Institution Name: Lone Star National Bank

City: McAllen State: TX Zip/Postal Code: 78504 Country: **United States**

☒ Checking OR ☐ Savings

## Section B: CANADIAN BANK ACCOUNT INFORMATION: Transfer Method EFT Only

**B1** Institution Number: EFT Branch Transit Number:

**B2** BIC/Swift Code: (8 to 11 bytes) (required if settlement is USD)

**B3** Bank Account # Company Name: *(As appears on Bank Account)*

Financial Institution Name:

City: Province: Postal Code: Country: **Canada**

☐ Checking OR ☐ Savings

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## Section C: FINAL DESTINATION BANK

**Account Where Your Funds are Deposited**

| | | |
|---|---|---|
| **C1** | **BIC/Swift Code: (8 to 11 bytes)** | |
| **C2** | CHAPS Sort Code: (Required in Great Britain Only) | |

**C3** IBAN/Bank Account # _____

*(IBAN required for all Banking located in European Union Countries)*

Company Name: *(As appears on Bank account)* _____

Financial Institution Name: _____

City: _____ State/Province: _____ Postal Code: _____ Country: _____

Special Wire Instructions: (60 bytes) _____

## Section D: INTERMEDIARY/CLEARING BANK ACCOUNT INFORMATION

***Note: For Int'l Deposits going through J.P. Morgan Chase in London, Intermediary is not required. Complete Section "C" only***

| | | |
|---|---|---|
| **D1** | **BIC/Swift Code: (8 to 11 bytes)** | |
| **D2** | CHAPS Sort Code: (Required in Great Britain Only) | |
| **D3** | Wire Transfer: (USA Only) | (Routing #) |

**D4** Financial Institution Name: _____

City: _____ State/Province: _____ Postal Code/Zip: _____ Country: _____

Special Wire Instructions: (60 bytes) _____

## Section E: Signature

"On behalf of Hidalgo County District Clerks (Merchant Legal Name) I, Laura Hinojosa (Print Name), represent and warrant that I have the authority to add banking information and I verify that the above banking information is accurate and should be used to transfer funds accordingly."

| Authorized Signature* | Title | Date |
|---|---|---|
| | District Clerk | |

***(*Must be signed by Executive or Financial Contact)***

***Note: In order to process this request, please attach an original voided check (starter check or bank statements not applicable) or a bank letter of verification.***

***ATTACH VOIDED CHECK HERE***

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## SECTION 10: REPORT CENTER AND TRANSACTION HISTORY ACCESS FORM

1. **Please be sure to include the information below for additional contact that requires access to Transaction History and/or Paymentech Online Report Center.**
2. Report delivery will be web based via Paymentech Online.
3. Please note: You, the merchant, are responsible for advising Chase Paymentech of changes in Paymentech Online contacts. Chase Paymentech assumes no responsibility or liability of any kind for Merchant's failure to advise Chase Paymentech of changes to or elimination of Paymentech Online Users.

*Please be sure to complete all fields below.*

Salutation: *Check one:* ☐ Mr. ☒ Ms. ☐ Mrs.

Name: Norma Martinez Title: Accountant

Phone #: 956-318-2200 ext 6258 Fax #: 956-318-2251

Address: 100 N Closner

City: Edinburg State/Prov: TX Zip/Postal Code: 78539 Country: US

Email Address: *(40 bytes)* norma.martinez@co.hidalgo.tx.us
*(username@domain.com)*

Does this contact have a Paymentech Online User ID? ☐ Yes ☒ No If yes, please provide User ID: _____

Does this User require access to: ☐ Reporting ☐ Transaction History ☒ Both Account Masking ☒ Yes ☐ No

For existing merchants – Is this User replacing an individual with Paymentech Online Access? ☐ Yes ☒ No

If yes, who? _____ Has this individual left the company? ☐ Yes ☒ No

For existing – Is this User's access to be mirrored like another User Paymentech Online Access? ☐ Yes ☒ No

If yes, who? _____

Account Masking? ☐ First6/Last4 or ☒ Last 4 *(select only one)*

Salutation: *Check one:* ☐ Mr. ☒ Ms. ☐ Mrs.

Name: Sabrina Guerra Title: Accountant

Phone #: 956-318-2200 Fax #: 956-318-2251

Address: 100 N Closner

City: Edinburg State/Prov: TX Zip/Postal Code: 78539 Country: US

Email Address: *(40 bytes)* sabrina.guerra@co.hidalgo.tx.us
*(username@domain.com)*

Does this contact have a Paymentech Online User ID? ☐ Yes ☒ No If yes, please provide User ID: _____

Does this User require access to: ☐ Reporting ☐ Transaction History ☒ Both Account Masking ☒ Yes ☐ No

For existing merchants – Is this User replacing an individual with Paymentech Online Access? ☐ Yes ☒ No

If yes, who? _____ Has this individual left the company? ☐ Yes ☒ No

For existing – Is this User's access to be mirrored like another User Paymentech Online Access? ☐ Yes ☒ No

If yes, who? _____

Account Masking? ☐ First6/Last4 or ☒ Last 4 *(select only one)*

**For additional Users, please submit additional forms.**

I, **Laura Hinojosa** (Print Name), **District Clerk** (Title)* verify that the contact information is accurate, that I have the authority to make such a request and thus it should be used to grant access for these contacts to access Transaction History and/or the Report Center.

**Signature:** _____

***(must be signed by Executive or Financial Contact)**

**AI-39456** **Purchasing Department 27. D. 1.**

**CC REGULAR**

**Meeting Date:** 07/09/2013

**Submitted By:** Rocio Villarreal, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

### CAPTION

Acceptance and approval to execute the final form of a Professional Structural Engineering Agreement with Chanin Engineering, for "Law Enforcement/Adult Detention Facilities Roof & Related Repairs Project"as approved for negotiations on CC 3/26/13.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1100-423-21-280-086-0-431

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

**BUDGETARY IMPACT:**

Available funds as of 07/02/13.

## Attachments

Agreement

legal

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Darlene Betancourt | 07/02/2013 10:02 AM |
| Budget & Management | Obdett Calzada | 07/02/2013 10:21 AM |
| Olga Garza | Olga Garza | 07/02/2013 04:31 PM |
| Auditor's Office | Monica Badillo | 07/02/2013 05:15 PM |

Form Started By: Rocio Villarreal Started On: 06/26/2013 05:04 PM

Final Approval Date: 07/02/2013

**THE STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

## AGREEMENT FOR GENERAL ENGINEERING SERVICES

**C-13-133-07-09**

**THIS AGREEMENT** is made, by and between **HIDALGO COUNTY,** acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and Chanin Engineering LLC, Professional Engineers of McAllen, Texas, hereinafter called the "**Engineer**".

**W I T N E S S E T H:**

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide Structural Engineering Services for, "Adult Detention Center and Law Enforcement Facility Repairs."

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

### ARTICLE 1
### Employment of Engineer

The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform on-site structural engineering as stated in the articles to follow, and for having rendered such services, the **Owner** agrees to pay the **Engineer** compensation as stated in the articles to follow.

### ARTICLE 2
### Character and Extent of Services

This Agreement will provide for the project with the following:

**2.1. Scope of Work.** The **Owner** will furnish items and provide those services for the development of and fulfillment of this Agreement, as identified in **EXHIBIT "A" - *Services to be Provided by the Owner***, attached hereto and made a part of this Agreement. The **Engineer** shall render professional engineering services for the development and fulfillment of this Agreement as identified in **EXHIBIT "B"-*Services to be Provided by the Engineer***, attached hereto and made a part of this Agreement.

**2.2 Classification of Services.** For this Agreement, the professional services to be provided by the **Engineer** are more particularly identified in **EXHIBIT "B"**, attached hereto.

## ARTICLE 3
## Period of Service

Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

**3.1 Termination Date.** This Agreement shall terminate one (1) year from the date of execution (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date**.

**3.2 Extension of the Termination Date.** The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date**, and the **Owner**

may, at the **Owner**'s sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 7 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date**.

**3.3 Suspension of Work.** Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the Owner shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**.

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 7 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**.

**3.4 Termination of Agreement.** This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer**. The **Owner** 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 the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp.1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner**, upon failure of the **Engineer** to fulfill the **Engineer**'s obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner**.

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner**'s obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer**.

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer**.

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a

percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer**'s obligations under this Agreement, the **Owner** may take over the Work Authorization and prosecute the work to completion. In such case, the **Engineer** shall be liable to the **Owner** for any additional cost occasioned by the **Owner**.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer**, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11, 13, 14.3 and 15 hereto.

## ARTICLE 4
## Progress and Coordination

The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer**'s services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer**'s office, the office of the **Owner**, or at other locations designated by the **Owner**. These conferences shall also include evaluation of the **Engineer**'s services and work when requested by the **Owner**.

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner**'s comments regarding the **Engineer**'s preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the **Project** under this Agreement, the **Engineer**'s services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state, and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the Scope of Services as provided by the engineer, the **Owner** shall review the approved Scope of Services with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer**.

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer**'s services and work and the approved Scope of Services, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation; and

(2) favorable developments or events which enable meeting the Scope of Services goals sooner than anticipated.

## ARTICLE 5
## Compensation and Fees

For and in consideration of the services to be rendered by the **Engineer**, the **Owner** shall compensate the **Engineer** as follows:

**5.1** ***Services.*** For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the amount payable by the **Owner** to the **Engineer** for ***Services*** will be **5% of the Total Construction Cost**, and it is subject to adjustment in accordance with Article 6.1 herein, will be provided in **EXHIBIT C-** ***Fee Breakdown*** attached. Payments to the **Engineer** for ***Services*** shall be made by the **Owner,** upon presentation by the **Engineer** of the **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

## ARTICLE 6
## Method of Payment

**6. 1 Request for Payment**. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned. The **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

**6.2 Final Payment**. After final completion of the work and acceptance thereof by the **Owner**, the **Engineer** shall submit a final request for payment ("**Final Request for Payment**") which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner**, the **Owner** shall pay to the **Engineer** the amount

due ("**Final Payment**") under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

**6.3 Qualification on Obligations to Pay.** Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer**'s services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer**'s services which were performed in accordance with this Agreement;

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used for which the **Owner** has made payment to the **Engineer**;

(4) If the **Owner**, in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer**'s services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer**, at its sole cost, performs a sufficient portion of the **Engineer**'s services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer**'s services.

**6.4** No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer**'s services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

**6.5** The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer**'s services.

**6.6 Waiver**. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project**, or (2) failure of the **Engineer**'s services to comply with the requirements of this Agreement. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

**ARTICLE 7. Supplemental Agreements.** The terms of this Agreement may be amended by supplemental agreement if the **Owner** determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer**, and/or (3) for any other reason agreeable to the **Owner** and the **Engineer**.

If determined appropriate by the **Owner**, additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement**.

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 8 hereof, or changes or revisions in work, as identified in Article 9 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves

the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer**.

**Article 8. Additional Work.** If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing. In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional costs prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the Owner to the Engineer shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 7 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

## ARTICLE 9
## Changes or Revisions in Work

If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner**.

**9.1 Preliminary Work.** The **Engineer** will make, without expense to the **Owner**, such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

## ARTICLE 10
## Ownership and Release of Documents

**10.1 Ownership of Documents.** All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer**, at the **Engineer**'s own expense, may retain copies of such documents or any other data under this Agreement.

## ARTICLE 11
## Records, Accounting, Inspection

The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner**. The **Engineer** shall afford the **Owner**'s authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the Work Authorization and to all of the **Engineer**'s books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement, and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner**.

## ARTICLE 12
## Subcontracting and Assignment

The **Engineer** shall not assign, subcontract or transfer the **Engineer**'s interest in this Agreement without the prior written consent of the **Owner**. The **Engineer** shall bind every sub-consultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each sub-consultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer**, and the **Owner**, do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

## ARTICLE 13
## Engineer's Seal, Responsibility and Warranties

**13.1 Engineer's Seal.** The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

**13.2 Engineer's Responsibility.** The **Engineer** shall be responsible for the accuracy of the work performed, and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**.

The **Engineer**'s responsibility for all questions arising from errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

## ARTICLE 14
## Engineer's Resources

The **Engineer** shall furnish and maintain, at the **Engineer**'s own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

**14.1 Project Manager.** The **Engineer** shall provide a manager (**Project Manager**) that is a registered professional engineer in the State of Texas. The **Project Manager** shall have such knowledge and experience as will enable the **Project Manager** to perform the duties required for the services under this Agreement. The **Engineer** may not change the **Project Manager** during the course of the Work without prior consent of the **Owner**. If, due to situations beyond the control of the **Engineer**, the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the improvements, the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

**14.2 Employees of the Engineer.** All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work

required under this Agreement, shall immediately be removed from association with the Work Authorization when so instructed by the **Owner**. The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

**14.3 Documents/Information Exchange.** The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange. Taking into consideration that the **Owner** has a significant investment in the development of the information provided, there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient improvement. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirements outlined in **EXHIBIT "B"** attached hereto.

## ARTICLE 15
## Indemnification

To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively "**Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner**'s respective directors, elected officials, employees and agents (collectively "**Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "**Liabilities**") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer**'s services through activities of the **Engineer**, its agents, partners,

subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom and (2) are caused in whole or in part by any negligent act or omission of the **Engineer**, anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including, but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer**, its agents, partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner**'s negligence.

## ARTICLE 16
## Joint and Several Liability

In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to

eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

## ARTICLE 17
## Insurance

The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows:

(1) Workers' Compensation, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law ("**Statutory Texas**").

(2) Commercial General Liability, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 15 and Article 16 herein*, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) Texas Business Automobile Policy, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 15 and Article 16 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) Professional Liability in limits of $1,000,000 each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County Certificate of Insurance***) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed ***Hidalgo County Certificate of Insurance*** shall be attached hereto and identified as **EXHIBIT "E"- *Hidalgo County Certificate of Insurance***. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the Work Authorization by the **Owner**.

## ARTICLE 18
## Gratuities

The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

## ARTICLE 19
## Payment of Franchise Tax

The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such a tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner**.

## ARTICLE 20
## Severability

In the event 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.

## ARTICLE 21
## Notices

All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

**Owner:** Hidalgo County
100 East Cano, 2nd Floor
Edinburg, Texas 78539

**Engineer**: Chanin Engineering LLC
400 Nolana, Suite N2
McAllen, Texas 78504

The address may be changed by either party by written notice, and notice so mailed shall be effective upon mailing.

## ARTICLE 22
## Miscellaneous Provisions

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described, and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. There are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein, no modification, waiver, termination, rescission, discharge, or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner**'s rights with respect to any liabilities, whether or not liquidated, of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the **Owner**'s other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power, nor shall the **Engineer** represent that the **Engineer** has any power, to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner**.

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the **Owner** and the **Engineer** as provided by Article 7 herein.

## ARTICLE 23
## Signatory Warranty

The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement, and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer**. The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the 23rd day of January, 2007.

**ENGINEER:**

**CHANIN ENGINEERING, LLC**

**BY:** _____
Miguel Chanin, P.E.

**OWNER:**
**HIDALGO COUNTY**

**BY:** _____
Ramon Garcia, County Judge

**ATTEST:**

_____
Arturo Guajardo, Jr., County Clerk

**Approved as to form:**
Atlas, Hall & Rodriguez, L.L.P.

_____
By: Stephen L. Crain

**ATTACHMENTS:**

| | |
|---|---|
| **EXHIBIT A** | -Scope of Services to be Provided by the Owner |
| **EXHIBIT B** | -Scope of Services to be Provided by the Engineer |
| **EXHIBIT C** | -Fee Breakdown |
| **EXHIBIT D** | -Engineer's Contract Rates |
| **EXHIBIT E** | -Certificate of Insurance (*Hidalgo County*) |

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

November 12, 2012

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Professional Engineering Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
**RFQ No: 2013-002-12-05-YZV**

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

**We have updated our RFQ packet.** Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet.

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/yzv

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

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**HIDALGO COUNTY**
**"Professional Engineering Services Pool"**
(Including all funding sources, programs, and entities)

**RFQ No: 2013-002-12-05-YZV**


| Item | Description | No. of Pages |
|---|---|---|
| 1. | Request for Qualifications Letter | 1 |
| 2. | Request for Qualifications, Legal Notice | 9 |
| 3. | Exhibit A, Requirements | 9 |
| 4. | Exhibit B, Evaluation Criteria | 3 |
| 5. | Attachment B –Procurement Form –Areas of Specialization | 1 |
| 6. | Exhibit C, Insurance Requirements, | 4 |
| 7. | Exhibit D, CIQ Conflict of Interest Questionnaire | 1 |
| 8. | Exhibit E, Proposer's Affidavit | 1 |
| 9. | Vendor/Bidder Application and W-9 form | 6 |
| 10. | Certification Regarding Debarment | 1 |
| 11. | RFQ Submittal Check List | 1 |


The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

November 12, 2012
Date




# REQUEST FOR QUALIFICATIONS (RFQ)

## HIDALGO COUNTY

(Including all funding sources, programs, and entities)

## "Professional Engineering Services Pool"

**RFQ NO: 2013-002-12-05-YZV**

Acceptance Due Date: **December 05, 2012**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Yolanda Velasquez, Buyer III
(956) 292-7000 Ext. 4867
yolanda.velasquez@co.hidalgo.tx.us

1. Sealed qualifications will be received for "**HIDALGO COUNTY** (Including all funding sources, programs, and entities) **PROFESSIONAL ENGINEERING SERVICES POOL**", in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. One (1) original, seven (7) copies of all qualifications and two (2) CDs in PDF Format are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, ***RFQ No.: 2013-002-12-05-"HIDALGO COUNTY (Including all funding sources, programs, and entities) PROFESSIONAL ENGINEERING SERVICES POOL"***, and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, DECEMBER 05, 2012**.

   **NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.**

   Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (Including all funding sources, programs, and entities) PROFESSIONAL ENGINEERING SERVICES POOL"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

**HIDALGO COUNTY AUDITOR'S OFFICE**
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

## 15. SCHEDULE OF EVENTS

| | |
|---|---|
| **Qualification Opening, 9:30 A.M.** | **December 05, 2012** |
| Award of Contract | _____, 2013 |
| Commence Work or Deliver Products | _____, 2013 |

## 16. HIDALGO COUNTY HOLIDAYS

| 2013 YEAR | |
|---|---|
| New Year's Day | 12/31/12 and 01/01/13 |
| Martin Luther King Day | 01/21/13 |
| President's Day | 02/18/13 |
| Good Friday | 03/29/13 |
| Easter | 01/01/13 |
| Memorial Day | 05/27/13 |
| Independence Day | 07/04/13 |
| Labor Day | 09/02/13 |
| Veteran's Day | 11/11/13 |
| Thanksgiving Day | 11/28/13 and 11/29/13 |
| Christmas Day | 12/24/13 and 12/25/13 |

## 17. ~~BID OR PERFORMANCE BOND~~ AND DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT:~~

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas~~. All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

## 18. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

## 19. DISCLOSURE OF CONFLICT OF INTEREST

- **Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.**

  **Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539, Hidalgo County Courthouse.**

  **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.**

**20.** If, during the life of any contract or qualification awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

**21.** Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

**22.** Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

**23.** Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful respondent's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

**24.** Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

**25.** County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

**26.** Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondent's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful respondent.

**27.** Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

**28.** This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

**29.** The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

**30.** Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

**31.** Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualifications
for
**HIDALGO COUNTY**
(Including all funding sources, programs, and entities)

## "Professional Engineering Services Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

**Respectfully submitted,**

**Firm:** _____

**Address:** _____

**By:** _____

**Printed Name:** _____

**Title:** _____

# EXHIBIT A

# REQUIREMENTS

# HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

## REQUEST FOR QUALIFICATIONS

## "PROFESSIONAL ENGINEERING SERVICES POOL"

## 2013-002-12-05-YZV

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Professional Engineering firms in order to establish a pre-qualified pool of Engineers on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Engineers will be for a period starting **February 9, 2013 and ending February 08, 2014**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"PROFESSIONAL ENGINEERING SERVICES POOL"-HIDALGO COUNTY** (including all funding sources, Programs, and Entities as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, December 05, 2012. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request For Qualifications:

## SECTION I - *GENERAL TERMS AND CONDITIONS*

**RFQ DOCUMENT SUBMITTALS/DELIVERY:**

A total of **one (1) original, seven (7) copies and two (2) CD's in PDF format** of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

**Hidalgo County is requesting that statements of qualifications responses be sealed, clearly marked and labeled with the Company's name, RFQ Number** *2012-002-12-05-YZV* **, Project Title** *Professional Engineering Services Pool*, **and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:**

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the sealed envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

**DISCLOSURE OF CONFLICT OF INTEREST:**
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

**PROPOSER'S AFFIDAVIT:**
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

**NON-DISCRIMINATION:**
Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

**PROCESSING TIME FOR PAYMENT:**
Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

**ELECTRONIC TRANSMISSION OF RFQ's:**
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

**PROOF OF FINANCIAL AND BUSINESS CAPABILITY:**
Respondents must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

**RESPONDENT DEFAULT:**
Hidalgo County reserves the right, in case of respondent default, to procure the articles or services

from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

**RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:**
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

**RFQ QUESTIONS AND ANSWERS:** Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956)292-7612 or via e-mail to yolanda.velasquez@co.hidalgo.tx.us NO LATER THAN Monday, November 19, 2012** at 5:00 p.m. Responses will be sent to all applicants by **Wednesday, November 21, 2012. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**SIGNING OF QUALIFICATIONS:**
In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink.**

**WAIVING OF INFORMALITIES:**
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

**SUBCONTRACTING:**
The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

**TERM OF POOL:**
The pool term is for a period of one (1) year or upon completion of project(s) unless project specific for more than one (1) year.

**DAVIS BACON ACT:**
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

## SECTION II - *RFQ REQUIREMENTS*

**REQUEST FOR QUALIFICATIONS:**
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations may result in disqualification of the submitted RFQ.

**UNDERSTANDING OF THE PROJECT:**
This section should demonstrate the respondent'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 engineering firm(s), registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway, Bridge and General Design and Construction
- Federal, State and County-funded construction projects
- Solid Waste related projects
- Mechanical Engineering Projects

Additionally, this section should include a description of the firm's project personnel and their most recent (and varied) projects. For each project, a client contact 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.

What does your firm specialize in?_____

Minimum experience: Years? _____ Projects? _____

**PERSONNEL AND STAFFING:**
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

**REQUIRED CERTIFICATIONS AND SUBMITTAL:**
This section will contain any current licenses and/or certifications and assurance as required by the STATE OF TEXAS. The engineering firm(s) should include copies of their Professional Liability Insurance.

**SCOPE OF SERVICES:**
The engineering services contract will encompass all project-related engineering services to the County of Hidalgo including, but not limited to, the following:

**A.**

- Route and Design Studies
- Social, Economic, Environmental Studies and Public Involvement
- Right of Way Maps and Data
- Utility Adjustments
- Surveying
- Pre-Design

**B.**

- Roadway Design
- Drainage Design
- Solid Waste
- Signing, Markings and Signalization
- Traffic Control Plans
- Bridge Design
- Plans and Specifications
- Bid Preparation

**C.**

- Building Design
- Plans, Drawings and Specifications
- Bid Package Preparation

**D.**

- Construction Contract Management
- Conduct Construction Materials Engineering and Testing Services
- Design for New Construction
- Design for Alterations/Renovations
- Needs Assessment
- ADA Compliance
- Code Analysis
- Cost Estimating

**E.**

- Soil/Rock and Foundation Studies
- Excavations and Trenches
- Dams and Cut or Filled Slopes

- Pavements
- Water and Waste Retention/Disposal
- Specialized Testing and Instrumentation

**Other Engineering Services include:**
Project Development Management, Facility Analysis & Master Planning, Site Planning & Analysis, Roof Design, Parking Design, Security Design, Energy Conservation, Ventilation Design, Acoustical Design, Asbestos Abatement Monitoring, etc.

**Additionally, this section should include, but not restricted to the following information:**

A. Firm name, address, phone number and person(s) to contact regarding the Statement of Qualifications.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:

1. Copy of current license certification with state seal.
2. History of engineering certification from the State of Texas.
3. List of projects related to the subject areas within the past year.

C. List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Statement regarding an Affirmative Action Program.

**PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:**
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

# PART III – SELECTION / EVALUATION

**SELECTION/EVALUATION PROCESS:**
The evaluation system consists of a 100-point system.

1. **PROFESSIONAL QUALIFICATIONS OF PROJECT TEAM**
   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request for Qualifications. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES**
   In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced engineering staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience.

3. **METHODOLOGY**

   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS**
   The proposal shall include the following:

   * demonstrate an understanding of the scope of services
   * address appropriate Federal/State/Local regulations and policies
   * identify information to be gathered or obtained

   **Responsiveness to RFQ:**
   * Response is Clear;
   * Response is Well Organized;
   * Easy to Evaluate;
   * Appropriate to this RFQ

   The firms should provide as much background information as to it's experience in providing

similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS**
The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

**STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:**

Once a Project has been identified and it is determined that Engineering services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court, Elected Official and/or the User Department in need of Engineering Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firm, thereafter, will review, score and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications;

2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

**NEGOTIATION PROCESS:**

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firm(s) will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm.

# EXHIBIT B

# REQUIREMENTS

# HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

## REQUEST FOR QUALIFICATIONS

## "PROFESSIONAL ENGINEERING SERVICES POOL"

## 2013-002-12-05-YZV

# EVALUATION CRITERIA
# PROFESSIONAL ENGINEERING SERVICES POOL
# RFQ No. 2013-002-12-05-YZV

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

## 1. PROFFESIONAL QUALIFICATIONS OF PROJECT TEAM (20)

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contract for counties, cities, irrigation districts, or other clients as stated in the Request for Qualifications (RFQ). A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

## 2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (25)

In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced engineering staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person, must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience.

## 3. METHODOLOGY (20)

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

## 4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)

The proposal shall include the following:
* demonstrate an understanding of the scope of services
* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

**Responsiveness to RFQ:**
* Response is Clear;
* Response is Well Organized;
* Easy to Evaluate;
* Appropriate to this RFQ

The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

## 5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

# EVALUATION CRITERIA
# PROFESSIONAL ENGINEERING SERVICES POOL
# RFQ No. 2013-002-12-05-YZV

| Selection Criteria | Points | Score |
|---|---|---|
| **1. Professional Qualifications of Project Team** (20 pts maximum) | | |
| ➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract) | 10 | |
| ➢ Provides information on proposed professional Team qualifications to perform various types of contracts | 5 | |
| ➢ Team members identified in the organizational chart. | 5 | |
| Comments/Rationale For Points: | | TOTAL |
| | | |
| **2. Experience of Project Team/Ability to Commit Resources** (25 pts maximum) | | |
| ➢ Designate engineering staff members in an appendix form | 5 | |
| ➢ Identifying the project composition, project leadership, reporting responsibilities | 10 | |
| ➢ Experience of engineering staff to completely and efficiently perform the work. | 10 | |
| ➢ | | |
| Comments/Rationale For Points: | | TOTAL |
| | | |
| **3. Methodology/Experience/Availability of Project Manager** (20 pts maximum) | | |
| ➢ Firm's approach to the methodology and management to the scope of services for the project(s). | 5 | |
| ➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix | 5 | |
| ➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project | 10 | |
| Comments/Rationale For Points: | | TOTAL |
| | | |
| **4. Understanding of Project/Similar Projects** (25 pts maximum) | | |
| ➢ Demonstrate and understanding of the scope of services | 5 | |
| ➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc. | 5 | |
| ➢ Identify information to be gathered or obtained/proposed approach to complete the scope | 5 | |
| ➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ. | 5 | |
| ➢ Reference Information including contact persons and telephone numbers. | 5 | |
| Comments/Rationale For Points: | | TOTAL |
| | | |
| **5. Familiarity with Applicable Rules and Regulations** (10 pts maximum) | | |
| ➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies | 5 | |
| ➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies | 5 | |
| Comments/Rationale For Points: | | TOTAL |
| **Total Score** | | |

Firm/Participant's Name:_____

Evaluator: _____ Department: _____

Project Name:_____ Date:_____

**PROCUREMENT FORM**
**ATTACHMENT "B"**
**HIDALGO COUNTY-PROFESSIONAL ENGINEERING SERVICES POOL**
**RFQ NO: 2013-002-12-05-YZV**

| | |
|---|---|
| Name and Address of Firm: | |
| Principals of Firm and Titles: | |
| Firm's Registration No.: | |

Area of Specialization:

| | | | |
|---|---|---|---|
| | Civil Engineering | | Electrical Engineering |
| | Structural Engineering | | Highway Engineering |
| | MEP Engineering (Mech/Elec/Plumb) | | |
| | Mechanical Engineering | | |
| | Environmental Engineering | | |
| | | | |
| | | | |

Local References (Rio Grande Valley) List Four (4) Only:

Reference #1: _____

Reference #2: _____

Reference #3: _____

Reference #4: _____

Recent Projects (Within Two [2] Years) List Four (4) Only:

Project #1: _____

Project #2: _____

Project #3: _____

Project #4: _____

Submitted By: _____

Signature: _____

Typed Name: _____

# EXHIBIT "C"

## Insurance Requirements
## Professional Services
## (i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u> Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

| ACORD | CERTIFICATE OF INSURANCE | DATE (MM/DD/YY) |
|---|---|---|

| PRODUCER | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |
|---|---|
| | **INSURERS AFFORDING COVERAGE** |
| INSURED | INSURER A: |
| | INSURER B: |
| | INSURER C: |
| | INSURER D: |
| | INSURER E: |

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|
| A | **GENERAL LIABILITY**<br>☐ COMMERCIAL GENERAL LIABILITY<br>☐☐ CLAIMS MADE OCCUR<br>☐ OWNER'S & CONT. PROT<br>☐ OWNER'S PROTECTIVE LIABILITY<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY PROJECT ☐ LOC | | | | EACH OCCURRENCE | $ |
| | | | | | FIRE DAMAGE (Any one fire) | $ |
| | | | | | MED (Any one person) | $ |
| | | | | | PERS & ADV INJURY | $ |
| | | | | | AL AGGREGATE | $ |
| | | | | | ODUCTS – COMP/OP AGG | $ |
| | | | | | | |
| B | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ ALL OWNED AUTOS<br>☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS<br>☐ NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | BODILY INJURY (Per person) | $ |
| | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | **GARAGE LIABILITY**<br>☐ ANY AUTO | | | | AUTO ONLY-EA ACCIDENT | $ |
| | | | | | OTHER THAN AUTO ONLY EA ACC | $ |
| | | | | | AGG | $ |
| C | **EXCESS LIABILITY**<br>☐ OCCUR ☐ CLAIMS MADE<br>☐ DEDUCTIBLE<br>☐ RETENTION $ | | | | EACH OCCURENCE | $ |
| | | | | | AGGREGATE | $ |
| | | | | | | $ |
| | | | | | | $ |
| | | | | | | $ |
| D | **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY** | | | | WC STATU- ☐ OTHER TORY LIMITS | |
| | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | E.L. DISEASE-EA EMPLOYEE | $ |
| | | | | | E.L. DISEASE-POLICY LIMIT | $ |
| | **OTHER** | | | | | |

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.**

| CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION |
|---|---|
| **Hidalgo County**<br>**Attn: Purchasing Department**<br>**2812 S Highway Bus. 281**<br>**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.<br>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

# CONFLICT OF INTEREST QUESTIONNAIRE

**FORM CIQ**

**For vendor or other person doing business with local governmental entity**

**This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE USE ONLY**

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

# EXHIBIT "E"
# PROPOSER'S AFFIDAVIT

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION**
**NON-CONFILICT OF INTERST, AND ANTI-LOBBYING**

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

---

Signature/Title: _____

---

Subscribed and sworn to before me this _____day of _____, 20_____

Notary Public_____

My commission expires:_____, 20_____.

# 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, in person or regular mail to: 2802 South 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.:** _____

## 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 bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

**HIDALGO COUNTY**
(Including all funding sources, programs, and entities)
**REQUEST FOR QUALIFICATIONS**
**PROFESSIONAL ENGINEERING SERVICES POOL**

**RFQ No.: 2013-002-12-05-YZV**

# RFQ SUBMITTAL CHECK LIST

**All forms listed below must be included in the RFQ response.**

**Indicate with a check mark (✓) the Forms completed and included in this response:**

_____ Page 9 of Legal Notice

_____ Attachment "B" –Procurement Form –Areas of Specialization

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One Original, 7 Copies, and 2 CD's containing a complete copy of Response.

# EXHIBIT A

# Scope of Services to be Provided by the Owner

**EXHIBIT A** -Scope of Services to be Provided by the Owner

The owner will make available to us all original construction documents including plans, specifications, addenda, and RFI's.

The owner will also make available to us all specialist reports that were compiled as a part of the facility's lawsuit. These reports include those prepared by Tom Green and Company Engineers, Mike Krismer Consulting, Green Rubiano & Associates, and Radarview.

The owner will provide access to the site as requested by the design team.

# EXHIBIT B

# Scope of Services to be Provided by the Engineer

**EXHIBIT B** -Scope of Services to be Provided by the Engineer

Phase 1 - Kickoff and Mobilization

1) Initial meeting with client and project manager to help define scope of work
2) Receive and review project documents and information
3) Initial walkthrough of facilities
4) Preliminary CAD work
5) Meet with owner and engage services of Roofing Consultant
6) Meet with owner and engage service of MEP Engineer

Phase 2 - Preliminary Design

1) Thorough review of project info and documents
2) Walkthrough of facilities with owner and facilities staff
3) Discovery of facility deficiencies based on previous reports, existing document analysis, facility walkthroughs, and interviews with end users.
4) Preliminary design/determination of possible repairs.
5) Budget/cost analysis

Phase 3 - Initial Deliverables

1) Report detailing options and discuss with owner potential repairs w/ expected cost.
2) Meeting with PCME and Sheriff's Office to select potential repairs to be included in final design.

Phase 4 - Final Plans and Specifications

1) Preparation of final construction drawings and specifications to include repairs as per items selected in meeting with PCME and Sheriff's Office in Phase 3
2) Deliverables to include Structural Engineering, Roofing Consultant, and MEP Engineering construction drawings and specifications
3) Distribution to be handled by Chanin Engineering

Phase 5 - Bidding and Negotiation

1) Assist the County as needed during the Bidding and Negotiation Phase

Phase 6 - Construction

1) Attend progress meetings with the contractor and consultants,
2) Answer any contractor generated RFI's
3) Take periodic site observation visits and provide site observation visit reports to client
4) Review contractor submitted pay applications, and certify

All work shall be coordinated with the owner and their project management consultant, PCME.

# EXHIBIT C

# Fee Breakdown

**EXHIBIT C** – Fee Breakdown

Design Development 25%

Construction Drawings 50%

Bidding & Negotiation 5%

Construction Phase 20%

# EXHIBIT D

# Engineer's Contract Rates

**EXHIBIT D** – Engineer's Contract Rates

| Engineering: | Hourly rate |
|---|---|
| E-1 Graduate Engineer 1 | $ 65.00 |
| E-2 Graduate Engineer 2 | $ 75.00 |
| E-3 Project Engineer 1 * | $105.00 |
| E-4 Project Engineer 2 * | $115.00 |
| E-5 Principal Engineer * | $135.00 |
| **Technicians:** | |
| T-1 Technician I | $ 65.00 |
| T-2 Technician II | $ 75.00 |
| T-3 Technician III | $ 85.00 |
| **Computer Aided Drafting:** | |
| C-1 CAD I | $ 35.00 |
| C-2 CAD II | $ 45.00 |
| C-3 CAD III | $ 55.00 |
| **Administrative:** | |
| A-1 Clerical | $ 30.00 |
| A-2 Accounts Payable/Billable | $ 35.00 |
| A-3 Office Manager/Executive Assistant | $ 45.00 |

* Licensed professional engineer, unless noted otherwise.

The Basic Service fee shall be billed by monthly invoice based on project progress.

ENGINEERING AND TECHNICAL CLASSIFICATIONS

**Engineering:**

E-1 Graduate Engineer I - Graduate Engineer with 0-3 years experience, work under close supervision.

E-2 Graduate Engineer 2 - Graduate Engineer with 2-plus years experience, capable of carrying out assignments with minimum supervision, supervise drafting and layout work.

E-3 Project Engineer 1 - Registered Engineer with 4-plus years experience, can handle moderately complex tasks with minimal supervision, supervise the work of other engineers and drafters.

E-4 Project Engineer 2 - Registered Engineer with 6-plus years experience, can handle complex tasks with only general supervision, coordinates and supervises work of other engineers and drafters.

E-5 Principal Engineer - Registered Engineer and possibly company officer, completely capable of handling and supervising all aspects of design and drawing production.

**Technicians:**

T-1 Technician I - 5-plus years experience and/or education, capable of handling all drafting functions and simple engineering design and calculation tasks with some supervision.

T-2 Technician II - 7-plus years experience and/or education, capable of handling all drafting functions with minimal supervision, can supervise the work of drafters.

T-3 Technician III - 10-plus years experience and/or education, capable of handling all drafting add many engineering related tasks with little supervision, can supervise the work of drafters and technicians.

**Computer Aided Drafting:**

C-1 Junior Drafter I - Capable of drawing tasks and tracing-type work, under close supervision of others.

C-2 Drafter II - 2-plus years experience and/or education, handles many drafting tasks under supervision.

C-3 Senior Drafter III - 3-plus years experience and/or education, handles most drafting tasks while exercising judgment on layout and planning, receives minimal supervision.

REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to compensation for Basic and any Additional Services. These expenses include actual expenditures incurred in the interest of the Project for the expenses listed below:

Expenses due to any asbestos remediation necessary or incurred from destructive testing performed during the Project.

Expense of reproduction, postage, delivery, handling of drawings, photos, specifications, and other documentation.

Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner will be charged at 1.5 times of hourly rates listed above.

Expense of materials for structural sketches, models, mock-ups, binders, exhibit boards and other miscellaneous exhibits requested by the client.

f) Reimbursable expenses will be billed at actual cost X 1.0.

**EXHIBIT E** --Certificate of Insurance (*Hidalgo County*)

# EXHIBIT E

# Certificate of Insurance
# (*Hidalgo County*)

# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 6/14/2013

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
Soyla R. Gonzalez Ins. Agency
709 Angelita Dr. Ste B
Weslaco, Texas 78596

CONTACT NAME: SOYLA R GONZALEZ
PHONE (A/C, No, Ext): 956/969-1551 FAX (A/C, No): 956/973-0814
E-MAIL ADDRESS: sreyna1045@yahoo.com

| INSURER(S) AFFORDING COVERAGE | NAIC# |
|---|---|
| INSURER A: Farmers Insurance Exchange | |
| INSURER B: Truck Insurance Exchange | |
| INSURER C: Farmers Insurance Exchange | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

INSURED
Miguel Chanin
Chanin Engineering, LLC
400 W. Nolana Suite N2
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.

| TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|
| GENERAL LIABILITY | | | | | | | |
| [X] COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| [ ] CLAIMS-MADE [X] OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 75,000 |
| | | | 60474-00-01 | 05/20/13 | 05/20/14 | MED EXP (Any one person) | $ 5,000 |
| | | | | 05/20/12 | 05/20/13 | PERSONAL & ADV INJURY | $ |
| GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| [X] POLICY [ ] PRO-JECT [ ] LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | | | | | | | $ |
| AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| [ ] ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS | | | 60433-44-47 | 03/01/13 | 03/01/14 | BODILY INJURY (Per accident) | $ |
| [X] HIRED AUTOS [X] NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | $ |
| [X] UMBRELLA LIAB [ ] OCCUR | | | | | | | |
| [ ] EXCESS LIAB [X] CLAIMS-MADE | | | 604387470 | 05/20/13 | 05/20/14 | EACH OCCURRENCE | $ 1,000,000 |
| [ ] DED [ ] RETENTION $ | | | | 02/18/13 | 05/20/13 | AGGREGATE | $ |
| | | | | | | | $ |
| WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | | | | | [X] WC STATU-TORY LIMITS [ ] OTH-ER | |
| ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) | N/A | | A0708-08-31 | 02/15/2013 | 02/15/2014 | E.L. EACH ACCIDENT | $ 1,000,000 |
| If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

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

CERTIFICATE HOLDER

Hidalgo County
County & Purchasing Department
2812 S. Busy Hwy 281
Edinburg, Tx 78539
Attn: Rocio Villarreal

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

Soyla R Gonzalez

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Client#: 169285 CHANIENG

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/10/2013

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

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

| PRODUCER | CONTACT NAME: | |
|---|---|---|
| USI Southwest<br>Three Memorial City<br>840 Gessner, Suite 600<br>Houston, TX 77024 | PHONE (A/C, No, Ext): 713 490-4600 | FAX (A/C, No): 713-490-4700 |
| | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : XL Specialty Insurance Company | 37885 |
| INSURED<br>Chanin Engineering, LLC<br>400 Nolana, Suite D<br>Mcallen, TX 78504 | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | | | | | | | GENERAL AGGREGATE | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | 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 Y/N | | | | | | ☐ WC STATU-TORY LIMITS ☐ OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ | N/A | | | | | E.L. EACH ACCIDENT | $ |
| | (Mandatory in NH) | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| A | Professional Liability | | | DPS9694767 | 07/28/2012 | 07/28/2013 | $1,000,000 per claim<br>$1,000,000 annl aggr. | |

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

Prof Liab: The aggregate limit is the total insurance available for claims presented within the policy period for all operations of insured. The limit will be reduced by payment of indemnity and expense.

**CERTIFICATE HOLDER**

Hidalgo County Purchasing Department
2802 S Highway
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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HKAZP

**Zimbra** **rocio.villarreal@co.hidalgo.tx.us**

## RE: Adult Detention Center and Law Enforcement Facility Repairs

**From :** Steve Crain <scrain@atlashall.com> Wed, Jul 03, 2013 10:25 AM

**Subject :** RE: Adult Detention Center and Law Enforcement Facility Repairs

**To :** 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

The agreement is fine.

---

**From:** Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
**Sent:** Wednesday, July 03, 2013 9:55 AM
**To:** Steve Crain
**Subject:** Re: Adult Detention Center and Law Enforcement Facility Repairs

Mr. Crain:

The agreement has been revised to terminate within a year and insurance has been revised. 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:** "Steve Crain" <scrain@atlashall.com>
**To:** "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
**Sent:** Monday, July 1, 2013 3:18:11 PM
**Subject:** RE: Adult Detention Center and Law Enforcement Facility Repairs

The agreement must have a termination date. Delete the 5/20/13 termination dates from both the general liability and umbrella insurance policies.

---

**From:** Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
**Sent:** Monday, July 01, 2013 3:00 PM
**To:** Steve Crain

**Subject:** Adult Detention Center and Law Enforcement Facility Repairs

Mr. Crain:

Can you please review agreement 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

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/2/2013

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
Soyla R. Gonzalez Ins. Agency
709 Angelita Dr. Ste B
Weslaco, Texas 78596

CONTACT NAME: SOYLA R GONZALEZ
PHONE (A/C, No, Ext): 956/969-1551 FAX (A/C, No): 956/973-0814
E-MAIL ADDRESS: sreyna1045@yahoo.com

| INSURER(S) AFFORDING COVERAGE | NAIC# |
|---|---|
| INSURER A : Farmers Insurance Exchange | |
| INSURER B : Truck Insurance Exchange | |
| INSURER C : Farmers Insurance Exchange | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
Miguel Chanin
Chanin Engineering, LLC
400 W. Nolana Suite N2
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<br>[X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC | | | 60474-00-01 | 05/20/13 | 05/20/14 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>[ ] | $ 1,000,000<br>$ 75,000<br>$ 5,000<br>$<br>$ 2,000,000<br>$<br>$ |
| B | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS<br>[X] HIRED AUTOS [X] NON-OWNED AUTOS | | | 60433-44-47 | 03/01/13 | 03/01/14 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>[ ] | $ 1,000,000<br>$<br>$<br>$<br>$ |
| B | [X] UMBRELLA LIAB [ ] OCCUR<br>[ ] EXCESS LIAB [X] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | 604387470 | 05/20/13 | 05/20/14 | EACH OCCURRENCE<br>AGGREGATE<br>[ ] | $ 1,000,000<br>$<br>$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | A0708-08-31 | 02/15/2013 | 02/15/2014 | [X] WC STATU-TORY LIMITS [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
2008 Ford F-150 vin# 1FTRX12W58KB30687

CERTIFICATE HOLDER
Hidalgo County
County & Purchasing Department
2812 S. Busy Hwy 281
Edinburg, Tx 78539
Attn: Rocio Villarreal

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
Soyla R. Gonzalez

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**AI-39513** **Closed Session 28. C.**

**CC REGULAR**

**Meeting Date:** 07/09/2013

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

**Department:** COUNTY JUDGE

## Information

### CAPTION

Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Venus - Tax Abatement.

### BACKGROUND

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 07/02/2013 03:16 PM |
| Purchasing Department | Monica Badillo | 07/02/2013 05:15 PM |

Form Started By: SANDRA DELEON Started On: 07/02/2013 11:33 AM

Final Approval Date: 07/02/2013

**AI-39514** **Open Session 29. C.**

**CC REGULAR**

**Meeting Date:** 07/09/2013

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

**Department:** COUNTY JUDGE

## Information

### CAPTION

Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Venus - Tax Abatement.

### BACKGROUND

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 07/02/2013 03:16 PM |
| Purchasing Department | Monica Badillo | 07/02/2013 05:15 PM |

Form Started By: SANDRA DELEON Started On: 07/02/2013 11:34 AM

Final Approval Date: 07/02/2013

**From:** Josephine L. Ramirez
**To:** "Monica Badillo"
**Cc:** michael.garza@da.co.hidalgo.tx.us
**Subject:** RE: commercial container agreement
**Date:** Friday, June 28, 2013 2:22:41 PM

---

Monica,

I have reviewed the attached agreement and approve as to form.

Josephine Ramirez Solis
*Assistant Criminal District Attorney*
County Affairs Section
**Office of Criminal District Attorney**
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

**********
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**********

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**From:** Monica Badillo [mailto:monica.badillo@co.hidalgo.tx.us]
**Sent:** Friday, June 28, 2013 11:38 AM
**To:** josephine.ramirez@da.co.hidalgo.tx.us
**Cc:** michael.garza@da.co.hidalgo.tx.us
**Subject:** commercial container agreement

Josie,
Please review/approve. (for trash containers)
Thanks,

*Monica Badillo, Court Administrator*
*County of Hidalgo Executive Office*
*2818 S. Bus. Hwy. 281*
*Edinburg, Texas 78539*
*(956) 292-7025 ext. 5404*
*(956) 292-7034 (fax)*