# AGENDA
# HIDALGO COUNTY
# COMMISSIONERS COURT MEETING
# December 3, 2013
# 9:30 A.M.

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

**1.** **Roll Call**

**2.** **Pledge of Allegiance**

**3.** **Prayer**

**4.** **Approval of Consent Agenda**

**5.** **Open Forum**

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

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

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

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

**C.** **AI-42007** Discussion and action to reschedule/cancel the following court meetings due to closure of offices for scheduled holidays:
Tuesday, December 24, 2013 (holidays - Dec. 24-25, 2013 (Tues./Wed.)
Tuesday, December 31, 2013 (holidays - Dec. 31, 2013 & Jan.1, 2014 (Tues./Wed.)

**D.** **AI-41731** Appointment of Hidalgo County Fire Marshal

**E.** **AI-41982** Approval to accept settlement check from TML Intergovernmental Risk Pool in the amount of $505.20 to settle auto accident with County vehicle. (Sheriff Office)

**F.** **AI-41959** Discussion, consideration and possible action regarding closure of county offices due to unforseen cirmcumstances/ emergencies

**7.** **Constables:**

**A.** **AI-41995** Constable Pct. 3 - LBSP FY2014 (1284):
1. Authorization and approval to apply for the Local Border Security Program (LBSP) FY14 grant with Texas Homeland Security State Administrative Agency (THSSAA), Texas Department of Public Safety.
2. Authorization for County Judge, as authorized official, to sign required documents.

**B.** **AI-41997** Constable Pct. #3 (1284):
1. Authorization to accept the Grant Adjustment Notice in reference to Operation Stonegarden FY12 (3rd phase) and authorization for County Judge, as authorized official, to sign (and initial) required documents.
2. Approval of appropriation of the FY2012 Operation Stonegarden Grant funds for the Constable Precinct No. 3 Department in the total amount of $7,077.62 for Phase 3.

**C.** **AI-41969** Constable Pct. 4 - LBSP FY2014 (1284):
1. Authorization and approval to apply for the Local Border Security Program (LBSP) FY14 grant with Texas Homeland Security State Administrative Agency (THSSAA), Texas Department of Public Safety.
2.Authorization for County Judge, as authorized official, to sign required documents.

**8.** **District Clerk - Laura Hinojosa:**

**A.** **AI-41857** Discussion, consideration and approval of temporary increases in the records archive fee and the records management and preservation fee in the amount of $10 per applicable filing, in accordance with HB 1513. In accordance with Subchapter D, Chapter 51 of the Texas Government Code, the district clerk office further requests approval of the updated Preservation and Restoration Plan, which the clerk under a county that adopts a fee under this section is required to prepare.

**9.** **Health & Human Services Department - Eddie Olivarez**

**A.** **Health Care Funding District:**

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

**B.** **Indigent Health Care Program:**

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

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

**A.** **AI-41911** 1) Hold a Public Hearing to consider public comments for Hidalgo County Precinct No. 4's proposed budget and program amendment for fiscal years (2008, 2011 & 2012) to decrease Street Improvements funding and increase the Parks, Recreational Facility Improvements line item.

2) Requesting approval of a budget and program amendment for Hidalgo County Precinct No. 4 for fiscal years (2008, 2011 & 2012) to decrease the Street Improvements line item and increase Parks, Recreational facility improvements line item allowing for additional funding to the Sunflower Park Project.

**B.** **AI-41917** Approval of a Resolution for appointment of Diana R Serna as the Section 504, Equal Opportunity/Fair Housing and Labor Standards Officer designated to coordinate compliance for the Urban County Program regarding nondiscrimination requirements implementing Section 504, Equal Opportunity/Fair Housing and Labor Standards.

**C.** **AI-41919** Requesting authorization to dispose of Community Development Block Grant records for Program Years 1999 thru 2008

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

**A.** **AI-41908** 1. Preliminary Approval
a. Las Carretas Subdivision – Pct. 4 (Nemesio Reyes)
b. Pueblo De Palmas Phase 15 Subdivision – Pct. 4 (J Gary Frisby)
c. Concho Heights Unit 3 Subdivision – Pct. 4 (Kyndel Bennett)
d. Idea Quest Subdivision – Pct. 4 (Idea Public School)
e. Aria Ranches Subdivision – Pct. 4 (Richard Garza)

2. Final Approval with Financial Guarantee
a. Mirage Ranches Subdivision – Pct. 4 (Richard Garza)
b. A & V Subdivision – Pct. 4 (Aldo Quintanilla)

**12.** **Precinct #4 - Comm. J. Palacios:**

**A.** **AI-41924** Pct. #4- Misc. Reimbursements (1200):
1. Approval of Certification of Revenues as certified by the County Auditor for Pct. #4 Edinburg Effluent Line and Faysville Drain Project.

2. Approval of 2013 appropriation of funds for Pct. #4 Edinburg Effluent Line and Faysville Drain Project in the amount of 17,765.64 for labor, fuel, and equipment for pay period 16

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

**A.** **Budget Appropriations:**

1. **AI-42002** Precinct No.3 Road Project:

   A. Approval of 2013 certification of revenues, as certified by the County Auditor, for proceeds from the sale of assets to Hidalgo County DD No.1

   B. Approval of 2013 appropriation of funds in the amount of $728,425.00 for the Shary Road project.

2. **AI-41756** Justice Court Building Security Fund (1245):
   Approval of appropriation of funds for the Justice Court Building Security Fund in the total amount of $ 3,307.20 to cover the cost proposal from AL3 Enterprises for the purchase & installation of cameras at Pct.1 JP Offices.

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

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

**A.** **Hidalgo County**

1. **AI-41785** Presentation of low bid received as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contract for Request for Bid titled: Hidalgo County- "CRS-2 Emulsified Asphalt" through project No.: 2013-298-10-23-SGS.

**B.** **Pct. 3**

1. **AI-41920** a. Acceptance and approval to execute the final form of a Professional Engineering Agreement with L&G Engineering, for "Shary Road (FM 494) from FM 1924 (Mile 3) to SH 107"as approved for negotiations on CC 11/12/13.

   b. Acceptance and approval of Work Authorization No. 1 (with an estimated cost of $728,425.00) as submitted by project engineer, L&G Engineering for engineering services for "Preparation of the (1) Environmental Assessment, Public Involvement, Schematic and Hydrologic Design and (2) Surveying for the Shary Rd (FM 494) project from FM 1924 (Mile 3) to SH 107" within Hidalgo County Pct. No. 3.

**C.** **Co. Wide**

1. **AI-41633** Presentation of sole bid received as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contract for Request for Bid titled: Hidalgo County- "Mailing Services" through project No. 2013-203-09-04-SGS.

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

**A.** Real Estate Acquisition

**B.** Pending and/or potential litigation

**C.** **AI-42003** C-6392-13-I; San Juanita Saldana, et al v. Hidalgo County and Hidalgo County Elections Administrator

**D.** **AI-42005** Civil Action No. 7:13-CV-00496; Adriana Mora as Next Friend of Brian Mora Valadez, incapacitated v. Hidalgo County, Texas

**E.** **AI-41978** C-1989-12-B Domingo Gonzalez v. County of Hidalgo, in the 93rd Judicial District Court of Hidalgo County, Texas

**F.** **AI-41975** Subrogation Claim Against Noe Vela-Castillo

**16.** **Open Session:**

**A.** Real Estate Acquisition and appropriation for same

**B.** Pending and/or potential litigation

**C.** **AI-42004** C-6392-13-I; San Juanita Saldana, et al v. Hidalgo County and Hidalgo County Elections Administrator

**D.** **AI-42006** Civil Action No. 7:13-CV-00496; Adriana Mora as Next Friend of Brian Mora Valadez, incapacitated v. Hidalgo County, Texas

**E.** **AI-41979** C-1989-12-B Domingo Gonzalez v. County of Hidalgo, in the 93rd Judicial District Court of Hidalgo County, Texas

**F.** **AI-41976** Subrogation Claim Against Noe Vela-Castillo

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

**18.** **Open Session:**

Commissioners' Court may reconvene into Open Session for the discussion regarding the agenda items listed

**19.** **Adjourn**

**AI-42007** **Comm. Court Executive Office 6. C.**

**CC REGULAR**

**Meeting Date:** 12/03/2013

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

**Department:** EXECUTIVE OFFICE

## Information

### CAPTION

Discussion and action to reschedule/cancel the following court meetings due to closure of offices for scheduled holidays:
Tuesday, December 24, 2013 (holidays - Dec. 24-25, 2013 (Tues./Wed.)
Tuesday, December 31, 2013 (holidays - Dec. 31, 2013 & Jan.1, 2014 (Tues./Wed.)

### BACKGROUND

Recommendation:
Reschedule meeting to Monday, Dec. 23rd or Friday, Dec. 27 for week of Dec. 24th; or cancel meeting.

(Must have a meeting on December 30, 2013 for budgetary/personnel actions pertaining to new year.)

City offices will be closed on Jan. 1, 2014; therefore council chambers are unavailable.

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 11/27/2013 09:24 AM |
| Purchasing Department | Monica Badillo | 11/27/2013 10:52 AM |

Form Started By: Monica Badillo Started On: 11/26/2013 05:25 PM

Final Approval Date: 11/27/2013

**AI-41731** **Comm. Court Executive Office 6. D.**

**CC REGULAR**

**Meeting Date:** 12/03/2013

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

**Department:** EXECUTIVE OFFICE

## Information

**CAPTION**

Appointment of Hidalgo County Fire Marshal

**BACKGROUND**

Appt. made on 12/12/11 - 2 yr. appt.

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.

Pending the new bond.

## Fiscal Impact

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

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

**BUDGETARY IMPACT:**

Funding available within department, slot #0001.

## Attachments

bond
bond invoice
oath
email

## Form Review

| Inbox | Reviewed By | Date |
| --- | --- | --- |
| Budget & Management | Debbie Tamez | 11/08/2013 11:09 AM |
| Glinda Pacheco | Obdett Calzada | 11/26/2013 11:22 AM |
| Purchasing Department | Monica Badillo | 11/27/2013 10:52 AM |

Form Started By: Monica Badillo Started On: 11/07/2013

Final Approval Date: 11/27/2013

# APPLICATION FOR PUBLIC OFFICIAL BOND - Texas

## STATE FARM FIRE AND CASUALTY COMPANY

Home Office, Bloomington, Illinois 61710

1. Applicant's Name Juan Gilberto Martinez (Name exactly as it is to appear on bond form as principal) Soc. Sec. Number [redacted] Married? ☑ Yes ☐ No
2. Address 1615 S.Closner, Suite H, Edinburg, TX 78539 (Number and Street / City / State)
   78539 (ZIP Code) Hidalgo (County) Telephone number 956/318-2656 ☐ H ☑ B
3. Amount of bond $ 5,000 Effective date
4. To whom payable Hidalgo County (Exact name and complete mailing address of city, village, township, county, board, or other political body)
5. Was the applicant: ☐ Elected OR ☑ Appointed To what position? Fire Marshal
6. Term of office is for 2 years. Begins 12-29-09 Ends 12-29-11
7. Applicant's occupation (other than this position) N/A How long?
8. Did the applicant hold this office during preceding term? ☐ Yes ☐ No
9. Premium payment: ☐ Annual ☐ Prepaid for 4 years Premium $ 70.00
   Send bills to: ☐ Principal ☐ Other Hidalgo County Amount paid $

* will not renew bond w/ current dates.

**IF BOND IS OVER $50,000 ALSO ANSWER THE FOLLOWING QUESTIONS AND SIGN**

10. If deputies will be employed, give names and describe bonds that deputies will furnish to applicant:

| Deputy's Name | Amount of Bond | Name of Surety | Expiration Date |
|---|---|---|---|
| | $ | | |
| | $ | | |
| | $ | | |

11. Give names of banks that have been designated by the proper authority as depositories for public funds coming into the applicant's hands, and how deposits are secured:

| Name and Location of Bank | Amount of Bond | How Secured |
|---|---|---|
| | $ | |
| | $ | |

12. How often are audits required under the applicable statue/ordinance?
13. Who performs the audits?

IF BOND AMOUNT IS $250,000 OR MORE, ATTACH A COPY OF THE MOST RECENT AUDIT.

**INDEMNITY AGREEMENT**

In consideration of the execution by State Farm Fire and Casualty Company ("the Surety") of this bond and any increases, renewals or continuations, I agree to the following:

Pay the premium when due so long as the bond remains in force, whether by continuation, renewals or issuance of a new bond.

Indemnify and hold harmless the Surety from any and all liability, loss, cost or expense of any nature, including actual attorney fees, it may sustain as a result of having become surety for the applicant or which it may sustain in enforcing this agreement.

The Surety may obtain, and anyone is authorized to furnish to the surety, information concerning my character, habits, ability, past or present employment and credit history.

I represent the statements made in this application are true and I have read the agreement and agree to be bound to it.

Dated this _____ day of _____ (Year) _____

Applicant's Signature X _____

Spouse's Signature _____ (If AZ, LA, NM, NV, TX, or WA)

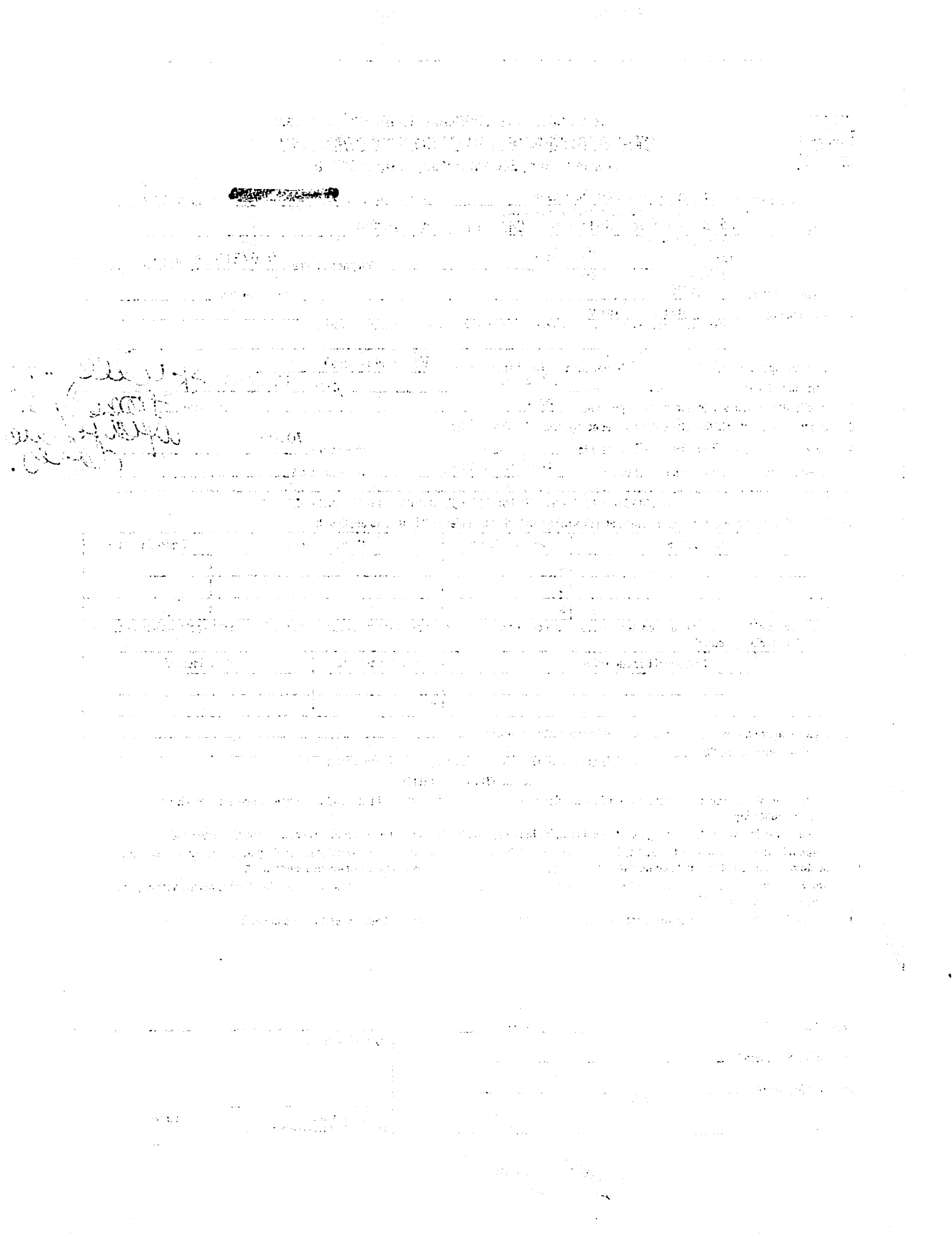
Witness _____

1001331

Agent's Code Stamp

Agent issued bond (if yes, submit copy of bond) ☐ Yes ☐ No

106650.5 12-08-2009



November 27, 2013

Hidalgo County Fire Marshall's Office

1124 N M. Road

Edinburg, TX 78539

INVOICE

In reference to the Public Official Bond for the Hidalgo County Fire Marshall, in the amount of $5000:

Juan Martinez: 1 Bond 4 Year Term $50.00

Total: $50.00

Due Date: 01/27/14

Please make the above payable to State Farm Insurance. Payment may be sent to State Farm Insurance, Attn: Mario Jr., 131 N. Texas Ave, Mercedes, TX 78570.

Thank you,

Mario Dominguez Jr.

State Farm – Mercedes, TX

(956) 565 -3126 office

In the name and by the authority of

# The State of Texas

# OATH OF OFFICE

I, Juan G. Martinez, do solemnly swear and affirm, that I will faithfully execute the duties of the Office of Fire Marshal of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

_____

**Affiant**

**SWORN TO** and subscribed before me by affiant on this 03rd day of December, 2013.

_____

Signature of Person Administering Oath

Ramon Garcia, County Judge

Name/Title

**Zimbra** **monica.badillo@co.hidalgo.tx.us**

**Re: Bond for Juan Martinez**

**From :** Sulema Cavazos <sulema.cavazos@co.hidalgo.tx.us> Mon, Dec 02, 2013 01:30 PM

**Subject :** Re: Bond for Juan Martinez

**To :** Monica Badillo <monica.badillo@co.hidalgo.tx.us>

I spoke to the agent and he said old bond expires 12/29/13. I already have a PO for new one (4yr. term).

Sulema Cavazos
Administrative Assistant
COUNTY OF HIDALGO
OFFICE OF THE COUNTY FIRE MARSHAL
1124 N. M Rd.
Edinburg, Texas 78542
office: 956-318-2656 ext. 5910
fax: 956-318-2697
sulema.cavazos@co.hidalgo.tx.us
county.calls@co.hidalgo.tx.us

----- Original Message -----
From: "Monica Badillo" <monica.badillo@co.hidalgo.tx.us>
To: "Sulema Cavazos" <sulema.cavazos@co.hidalgo.tx.us>
Cc: "Juan Martinez" <juan.martinez@co.hidalgo.tx.us>
Sent: Monday, December 2, 2013 9:18:16 AM
Subject: Re: Bond for Juan Martinez

This is only an invoice; need the bond that looks like the attachment.

----- Original Message -----
From: "Sulema Cavazos" <sulema.cavazos@co.hidalgo.tx.us>
To: "Monica Badillo" <monica.badillo@co.hidalgo.tx.us>
Cc: "Juan Martinez" <juan.martinez@co.hidalgo.tx.us>
Sent: Monday, December 2, 2013 8:00:12 AM
Subject: Bond for Juan Martinez

Hi Monica, attached please find Juan's bond info. Sorry for the delay. Thanks!

Sulema Cavazos
Administrative Assistant
COUNTY OF HIDALGO
OFFICE OF THE COUNTY FIRE MARSHAL
1124 N. M Rd.
Edinburg, Texas 78542
office: 956-318-2656 ext. 5910
fax: 956-318-2697
sulema.cavazos@co.hidalgo.tx.us
county.calls@co.hidalgo.tx.us

**AI-41982** **Comm. Court Executive Office 6. E.**

**CC REGULAR**

**Meeting Date:** 12/03/2013

**Submitted By:** Aida Alvarez, SAFETY DIVISION

**Department:** SAFETY DIVISION

## Information

### CAPTION

Approval to accept settlement check from TML Intergovernmental Risk Pool in the amount of $505.20 to settle auto accident with County vehicle. (Sheriff Office)

### BACKGROUND

DOL: 10/19/13

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

Insurance claim - Revenue Account

## Attachments

TML Intergovernmental Risk Pool Settlement Check

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 11/26/2013 10:49 AM |
| Manuel Chapa | Manuel Chapa | 11/26/2013 11:23 AM |
| Purchasing Department | Monica Badillo | 11/27/2013 10:52 AM |

Form Started By: Aida Alvarez Started On: 11/25/2013 04:34 PM

Final Approval Date: 11/27/2013

THIS CHECK IS NOT AUTHENTIC UNLESS IT CONTAINS A BLUE TO GREEN BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WATERMARK.


**Texas Municipal League**
**Intergovernmental Risk Pool**
**Joint Self Insurance Fund**
*1821 Rutherford Lane Austin, TX 78754*


Frost National Bank
Parkdale

30-9/1140
59

| Date | Number |
|---|---|
| 11/19/13 | 05204198 |

TML/1400207125/

Amount

Pay *FIVE HUNDRED FIVE DOLLARS & 20/100**********
**********$505.20*

Carol A. Longoria

Henry S. Cornyn

To HIDALGO COUNTY

Void After 90 Days

SIGNATURE HAS A COLORED BACKGROUND • BORDER CONTAINS MICROPRINTING

⑈ 05204198 ⑈ ⑆114923222⑆ 29 9990348⑈

PAYEE THIS IS YOUR RECORD OF CLAIM PAYMENT PLEASE DETACH

| CLAIM NUMBER | PAYMENT FOR | FOR THE PERIOD | AMOUNT | CODE |
|---|---|---|---|---|
| 9999997 | | | | L501 |
| TML/1400207125/ | HIDALGO COUNTY SHERIFFS | 10/19/13 10/19/13 | 505.20 | O 30 |

ER PAINT SHOP AND MECHANICAL
2420 W. MONTE CRISTO RD.
EDINBURG , TEXAS 78541
PH 956-385-0008 956-289-1939 FAX
eloytrevino@att.net
05-0546446

ESTIMATE # 340
OCTOBER 23, 2013 - 8:08 AM

11-14-13A09:18 RCVD

314

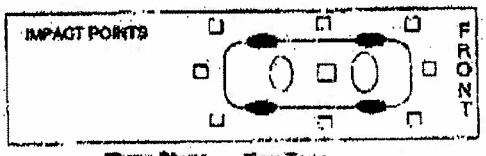
| | | | |
|---|---|---|---|
| Customer | SHERIFFF DEPARTMENT. | Year - Mfg | 2008 FORD |
| Phone 1 | 383-8114 | VIN | 8LA86840 |
| | | Model | EXPEDITION |
| | | Body Style | 4 DR SUV |
| | | Paint System | 2 STAGE |

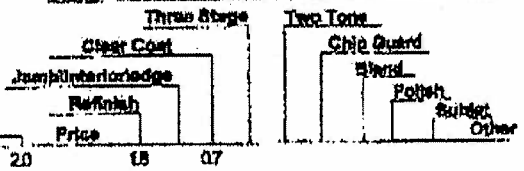
VEHICLE OPTIONS

I HEREBY AUTHORIZE THE REPAIR WORK TO BE DONE INCLUDING ALL NECESSARY PARTS/ MATERIALS. I AUTHORIZE <<ER PAINT SHOP >> AND THEIR EMPLOYEES TO OPERATE THE VEHICLE NOTED ABOVE FOR THE PURPOSE OF ANY ROAD TESTING AND INSPECTION. I UNDERSTAND THAT <<ER PAINT SHOP>> IS NOT RESPONSIBLE FOR ANY DELAY OR OTHER CONSEQUENCES DUE TO UNAVAILABILITY OF PARTS OR DELAYED SHIPMENTS. <<ER PAINT SHOP >> IS NOT LIABLE FOR ANY DAMAGE TO VEHICLES OR EQUIPMENT, INCLUDING FIRE, THEFT OR ANY OTHER CAUSES WHILE ON OUR PREMISES.
" ESTIMATE WILL BE HELD FOR 30 DAYS, SUBJECT TO NO INCREASE TO PARTS/MATERIAL COSTS."

SIGNED: DATE:
WE DO NOT WARRANTY RUST REPAIRS,ROCK CHIPS,DOOR DINGS,BIRD DROPPINGS,WEATHER DAMAGES,PAINT WARRANTY FOR 1 YEAR,IF PIANT FLAKES,PEALS,CRACKS, YOU ARE WELCOME TO BRING IT TO OUR ATENTION,AND THE NECESSARY REPAIRS TO FIX THE PROBLEM WILL BE DONE

IMPACT POINTS




| | Operation | Part | P/N | Labor | Price | |
|---|---|---|---|---|---|---|
| 1 | REPAIR | UPPER BUMPER COVER | | 2.0 | 15 | 07 |
| 2 | REPAIR | LOWER BUMPER COVER | | 3.0 | 15 | 04 |

| MISCELLANEOUS | | LABOR | RATES | HOURS | CHARGES |
|---|---|---|---|---|---|
| | | Body/Sheet Metal | 38.00 | 5.0 | 190.00 |
| Shop Supplies | 0.00 | Frame | 65.00 | 0.0 | 0.00 |
| Sublet Charges | 0.00 | Mech/Electrical | 65.00 | 0.0 | 0.00 |
| Haz Waste Charge | 5.00 | Refinish | 38.00 | 4.7 | 178.60 |
| Other | 0.00 | Paint & Materials | 28.00 | 4.7* | 131.60 |

| TOTALS | |
|---|---|
| Parts Total | 0.00 |
| Labor Total | 368.60 |
| Paint & Materials Total | 131.60 |
| Miscellaneous Total | 5.00 |
| Grand Total | 505.20 |

Calculations based on standards in current collision guide procedure pages. *Where this figure is larger, clear labor was capped, paint & materials were not. Estimator Pro © Swan River Software 866.684.2556

505.20

**AI-41959** **Comm. Court Executive Office 6. F.**

**CC REGULAR**

**Meeting Date:** 12/03/2013

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

**Department:** EXECUTIVE OFFICE

## Information

### CAPTION

Discussion, consideration and possible action regarding closure of county offices due to unforseen cirmcumstances/ emergencies

### BACKGROUND

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 11/22/2013 04:56 PM |
| Glinda Pacheco | Glinda Pacheco | 11/22/2013 04:59 PM |
| Purchasing Department | Monica Badillo | 11/27/2013 10:52 AM |

Form Started By: Monica Badillo Started On: 11/22/2013 04:51 PM

Final Approval Date: 11/27/2013

**AI-41995** **Constables 7. A.**

**CC REGULAR**

**Meeting Date:** 12/03/2013

**Submitted By:** Rachel Cavazos, CONSTABLE PCT. #3

**Department:** CONSTABLE PCT. #3

## Information

### CAPTION

Constable Pct. 3 - LBSP FY2014 (1284):
1. Authorization and approval to apply for the Local Border Security Program (LBSP) FY14 grant with Texas Homeland Security State Administrative Agency (THSSAA), Texas Department of Public Safety.
2. Authorization for County Judge, as authorized official, to sign required documents.

### BACKGROUND

Grant will be administered by the Texas Homeland Security State Administrative Agency (THSSAA). The period of performance is 01/17/2014 thru 08/31/14.

The proposed budget includes overtime and FICA fringe benefits ONLY, and operational costs.

## Fiscal Impact

**FISCAL YEAR:** See Below **ACCT. #:** 3-1284-421-00-293-080-4-XXX

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

### BUDGETARY IMPACT:

Appropriation of grant award will take place once award letter is received by Hidalgo County. This agenda item is in relation to the submission of the grant application.

With respect to salary related object codes, the proposed budget includes overtime and FICA fringe benefit ONLY.

Fringe benefits wihch include retirement, unemployment comp, workers comp, health & life attributed to the overtime hours are to be charged to the Constable Pct. 3 general fund budget (3-1100-421-00-293-001-0-XXX).

## Attachments

Grant Application

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 11/26/2013 04:25 PM |
| Purchasing Department | Monica Badillo | 11/27/2013 10:52 AM |

Form Started By: Rachel Cavazos Started On: 11/26/2013 11:36 AM

Final Approval Date: 11/27/2013

# LOCAL BORDER SECURITY PROGRAM FY 2014 (LBSP-14)
## APPLICATION

| | |
|---|---|
| 1. APPLICANT NAME (Jurisdiction): | **Hidalgo County Pct 3 Constable Department** |
| 2. COUNTY: | **Hidalgo** |
| 3. TYPE: | ☒ **City Government**<br>☐ County Government |
| 3. PAYMENT TYPE: | ☒ **Reimbursement**<br>☐ One-Time Advance Payment |
| 4. REQUESTED PERIOD OF PERFORMANCE (NOT TO EXCEED AUGUST 31, 2014) | |

**6. CHECKLIST OF APPLICATION ATTACHMENTS:**
(See the Local Border Security Program 2014 (LBSP- 14) Guide for information about these forms.)

- ☒ Designation of Grant Officials (Form A-2).
- ☒ Application for State Assistance (Form A-3). The Authorized Official must sign this form.
- ☒ Financial Cost Estimate (Form A-4). The Grant Financial Officer must sign this form.
- ☒ Assurances and Certifications (Form A-5). The Authorized Official must sign this form.
- ☒ Statement of Work (Form A-6)
- ☒ Direct Deposit Authorization Form (Form 74-176). The Grant Financial Officer must sign this form.
- ☒ Copy of local overtime policy.
- ☒ Copy of pay schedule during the grant period.

**7. CERTIFICATION**

I certify, by signing this document that the information provided within is accurate, and that I have the legal authority to apply for State assistance. I also understand that this serves as a request for consideration for grant funding and that applying does not guarantee an award will be received. This Application, together with the Local Border Security Program FY2014 (LBSP-14) Guide, constitutes the work plan for the Applicant listed above. If funded the undersigned will be required to agree to and comply with all terms, conditions, and statements of work for the Local Border Security Program FY 2014 (LBSP-14).

**Ramon Garcia, County Judge** **Lazaro Gallardo Jr.**

| | | | |
|---|---|---|---|
| _____ | _____ | Lazaro Gallardo Jr. | 11/25/13 |
| Authorized Official (Original Signature) | Date | Grant Performance Officer (Original Signature) | Date |

Form A-1
(10/13)



Email* or Mail completed forms and application materials to:

Texas Homeland Security
State Administrative Agency
ATTN: LBSP
1033 La Posada, Ste. 160
Austin, TX 78752

SAA-LBSP@dps.texas.gov

*Note: Email submission is preferred. Applications must be received by the THSSAA by 5PM CDT on December 13, 2013

# LOCAL BORDER SECURITY PROGRAM FY2014 (LBSP-14)
# DESIGNATION OF GRANT OFFICIALS

| | |
|---|---|
| **GRANT:** | **LOCAL BORDER SECURITY PROGRAM FY2014 (LBSP-14)** |
| **GRANT PERIOD:** | **January 17, 2014 – August 31, 2014** |
| **AGENCY NAME:** | Hidalgo County Pct 3 Constable Department |

| **Grant Performance Officer** | **(This is typically your Chief or Sheriff)** |
|---|---|
| *Name* | Lazaro Gallardo Jr. |
| *Title* | Constable - Hidalgo County Pct 3 |
| *Official Mailing Address* | 730 North Breyfogle Ste B<br>Mission, Texas 78572 |
| *Daytime Phone Number* | 956-581-6800 |
| *Fax Number* | 956-519-4245 |
| *E-mail Address* | Dan.broyles@co.hidalgo.tx.us |

| **Grant Financial Officer** | **(This is typically your CFO or County Auditor)** |
|---|---|
| *Name* | Raymundo Eufracio CPA |
| *Title* | Auditor - Hidalgo County |
| *Official Mailing Address* | 2808 South Business Hwy 281<br>Edinburg, Texas 78539 |
| *Daytime Phone Number* | 956-318-2511 |
| *Fax Number* | 956-318-2577 |
| *E-mail Address* | Ray.eufracio@auditor.co.hidalgo.tx |

| **Authorized Official** | **(This must be the County Judge, Mayor, or City Manager*)**<br>*Note: If someone else is authorized to apply for and accept grant funds for the Jurisdiction, a letter from the governing body indicating such Signature Delegation should be attached with the Application. |
|---|---|
| *Name* | Ramon Garcia |
| *Title* | County Judge – Hidalgo County |
| *Official Mailing Address* | PO Box 1356<br>Edinburg, Texas 78540 |
| *Daytime Phone Number* | 956-318-2600 |
| *Fax Number* | 956-318-2699 |
| *E-mail Address* | Ramon.garcia@co.hidalgo.tx.us |

***If at any point during the grant period these POC's change, make necessary changes and resubmit this form immediately to SAA-LBSP@dps.texas.gov .***

# APPLICATION FOR STATE ASSISTANCE

| 1. NAME OF PROGRAM/ ASSISTANCE: | 2. APPLICANT STATUS: |
|---|---|
| LOCAL BORDER SECURITY PROGRAM FY2014 (LBSP- 14) | ☐ City ☒ County ☒ Reimbursement ☐ One time Advance |
| 3. START DATE: JANUARY 17, 2014 | 4. END DATE: AUGUST 31, 2014 |

5. APPLICANT INFORMATION

| a. Legal Name of Applicant Organization (as it appears on the LSBP- 14 Application/Form A-1): | b. Name & Telephone Number of Grant Performance Officer: |
|---|---|
| **Hidalgo County Pct 3 Constable Department** | **Lazaro Gallardo Jr. 956-581-6800** |
| c. Mailing Address: **730 North Breyfogle Ste B Mission, Texas 78572** | d. Physical Address (if different from Mailing Address): same |

6. EMPLOYER IDENTIFICATION NUMBER / TAX ID #

**746000717**

7. ESTIMATED EXPENSES:

| | |
|---|---|
| a. Salary & Benefits (from line ___ Form A-4) | **$ 87,056.99** |
| b. Travel Expenses (from line ___ Form A-4) | **$ 0** |
| c. Operating Expenses (from line ___ Form A-4) | **$ 23,088.00** |
| d. Total Expenses (A + B + C) | **$110,144.99** |

8. CERTIFICATION: I certify that to the best of my knowledge and belief this application and its attachments are true and correct.

| | |
|---|---|
| a. Typed Name of Authorized Official: | **Ramon Garcia** |
| b. Title of Authorized Official: | **County Judge – Hidalgo County** |
| c. Original Signature of Authorized Official: | |
| d. Date Signed: | |



**INSTRUCTIONS FOR THIS FORM**

Item 2: Indicate whether the applicant is a City or a County and whether the Jurisdiction will request a one-time advance if funded.

Item 5a: Enter the legal name of your jurisdiction. Your entry should match the Applicant Name used on the LBSP-14 Program Application (Form A-1).

Item 6: This 9-digit number should match the number on your Form 74-176. If you do not supply this number we CANNOT award you any grant funds.

Item 7: The data in this section should match the information included on the Financial Cost Estimate (Form A-4).

Item 8: This form must be signed by the Authorized Official who is a person authorized by the governing body of the jurisdiction to apply for and accept grants.

## FINANCIAL COST ESTIMATE

| | |
|---|---|
| **1. NAME OF PROGRAM / ASSISTANCE:** | Local Border Security Program FY 2014 |
| **2. APPLICANT NAME:** | Hidalgo County Pct 3 Constable Department |

**3. ESTIMATED MONTHLY EXPENSES:**

*a. Personnel Estimate*

| Position | Number of Personnel | Hourly Rate | Overtime Rate (Time and 1/2) | Number of O/T Hours per Person per Day | Number of Days | Salary | FICA 7.65% | Total Salary & Fringe |
|---|---|---|---|---|---|---|---|---|
| Chief | 1 | $27.42 | $41.13 | 6 | 4 | $987.12 | $75.51 | $1,062.63 |
| Sgt II | 1 | $23.57 | $35.36 | 6 | 4 | $848.52 | $64.91 | $913.43 |
| Sr Deputy | 3 | $22.95 | $34.43 | 6 | 4 | $2,478.60 | $189.61 | $2,668.21 |
| Sr Deputy | 2 | $21.43 | $32.15 | 6 | 4 | $1,542.96 | $118.04 | $1,661.00 |
| Sr Deputy | 1 | $20.70 | $31.05 | 6 | 4 | $745.20 | $57.01 | $802.21 |
| Deputy II | 5 | $19.48 | $29.22 | 6 | 4 | $3,506.40 | $268.24 | $3,774.64 |
| | | | | | | | **Total Personnel Estimates** | **$10,882.12** |

*b. Travel & Per Diem Estimate*

| Position | Number of Personnel | Commercial Travel Costs | Mileage from / to County | Estimated Ave. Daily Miles | Number of Days | Total Mileage Cost | Hotel Rate $85 Maximum | Hotel Tax Rate | Meals $36 Maximum | Travel Totals |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | $0.00 | | $0.00 | | $0.00 |
| | | | | | | $0.00 | | $0.00 | | $0.00 |
| | | | | | | | | | **Total Travel & Per Diem Estimate** | $0.00 |

*c. Operational Cost Estimate*

| | Number of Cars | Number of Miles per Car | Number of Days | Rate per Mile | Subtotal |
|---|---|---|---|---|---|
| *Mileage* | 13 | 100 | 4 | $0.555 | $2,886.00 |
| *Fuel Costs* | | | | | |
| *Other Costs* | | | | | |
| | | | | **Total Operational Cost Estimate** | **$2,886.00** |

*NOTE: Estimate either for fuel or mileage, not both.

**FILL IN SHADED FIELDS ONLY**

**4. NUMBER OF MONTHS IN THE GRANT PERIOD:** 8

**5. ARE YOU PAID MONTHLY OR BI-MONTHLY:** BI-MONTHLY

**6. INDICATE THE NUMBER OF HOURS IN YOUR PAY PERIOD:** 80

X

Signature of Grant Official

**7. TOTAL AMOUNT OF APPLICATION**

| | Total Grant |
|---|---|
| a. Personnel Estimate | $87,056.99 |
| b. Travel & Per Diem Estimate | $0.00 |
| c. Operational Cost Estimate | $23,088.00 |
| **Total Expenses** | **$110,144.99** |

**8. TYPE OF PAYMENT YOU PREFER: (check one)**

Reimbursement: x

ONE TIME Advance Payment Request:

**State of Texas Assurances and Certifications**
**State Uniform Administrative Requirement for Grants and Cooperative Agreements, Subpart B, §_.14**

Note: Certain of these assurances may not be applicable to your program. If you have any questions, please contact the awarding agency.

| NAME OF APPLICANT | GRANT PROGRAM |
|---|---|
| Hidalgo County Pct 3 Constable Dept. | Local Border Security Program FY 2014 (LBSP-14) |

**This form includes Assurances and Certifications that must be read, signed, and submitted as a part of the Application for State Assistance.**

As the duly authorized representative of the applicant, I hereby certify that the applicant (subgrantee) will comply with the assurances and certifications below.

| | |
|---|---|
| Ramon Garcia | County Judge - Hidalgo County |
| Typed Name of Authorized Official | Title |
| | |
| Signature of Authorized Official | Date Signed |

**ASSURANCES**

**(1) RELATIVES.** A subgrantee must comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person, who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

**(2) PUBLIC INFORMATION.** A subgrantee must insure that all information collected, assembled, or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.

**(3) OPEN MEETINGS.** A subgrantee must comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

**(4) CHILD SUPPORT PAYMENTS.** A subgrantee must comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.

**(5) HEALTH, HUMAN SERVICES, PUBLIC SAFETY OR LAW ENFORCEMENT AGENCY.** If the subgrantee is a health, human services, public safety, or law enforcement agency, it will not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

**(6) LAW ENFORCEMENT AGENCY.** If the subgrantee is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, it must be in compliance with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 1701, Texas Occupations Code or must provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules.

**(7) ADMINISTRATION.** When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.

**(8) SUSPECTED CHILD ABUSE.** A subgrantee must comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subgrantees shall also ensure that all program personnel are properly trained and aware of this requirement.

**(9) TAXES.** Subgrantees will comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

**(10) COMPLIANCE WITH REQUIREMENTS.** Subgrantees will comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.

**(11) INELIGIBLE APPLICANTS.** The applicant certifies that is and its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at http://www.epls.gov.

**(12) HIV/AIDS.** Subgrantees must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, *et seq.*

**(13) LEGAL AUTHORITY.** The applicant has the legal authority to apply for State assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-state share of project costs) to ensure proper planning, management and completion of the project described in this application.

**(14) RECORDS.** The applicant will give the awarding agency, the State Comptroller, and if applicable, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

**(15) PERSONAL GAIN.** The applicant will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.

**(16) COMPLETION.** The applicant will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

**CERTIFICATIONS**

1. **DRUG-FREE WORKPLACE** - The applicant certifies that it will provide a drug-free workplace by:
   A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
   B. Establish a drug-free awareness program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the applicant's policy of maintaining a drug-free workplace;
      iii. any available drug counseling, rehabilitation, and employee assistance programs; and
      iv. the penalties that may be imposed upon employees for drug abuse violations.
   C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
   D. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
      i. abide by the terms of the statement, and
      ii. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction.
   E. Notifying the agency within ten days after receiving notice under subparagraph (d) (ii) from an employee or otherwise receiving actual notice of such conviction.
   F. Taking one of the following actions with respect to any employee who is so convicted:
      i. taking appropriate personnel action against such an employee, up to and including termination; or
      ii. requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
   G. Making a good faith effort to continue to maintain a drug-free workplace through the implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2. **LOBBYING – The applicant certifies that:**
   A. It will not use grant funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government.
   B. If any non-grant funds have been or will be used in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, it will notify the THSSAA to obtain the appropriate disclosure form.
   C. It will include the language of paragraphs A and B of this section in the award documents for all sub-awards at all tiers and will require all sub-recipients to certify accordingly.

# Statement of Work (SOW) for LBSP Grant Funds 2014

*State Objective of LBSP 2014 Funds*

The State of Texas will assist in the execution of coordinated border security operations and facilitate the conduct of sustained interagency law enforcement activities in conjunction with Federal, Local and Tribal agencies to disrupt, deter, interdict, and thereby dominate criminal activity associated with the movement—northbound and southbound—of illicit traffic through the Texas border region and throughout Texas in order to reduce border-related crime, contribute to the reduction of potential acts of terror within Texas and the United States, and increase the security and quality of life of Texans in order to:

- Increase the effectiveness and impact of Steady State and Surge Operations.
- Increase the amount and quality field intelligence (BIAR, INT-7, or similar field reporting of gang, cartel, drug activity, and border violence, terrorism, and other criminal activity information to the JOIC's and BSOC for overall unified command partner awareness.
- Reduce border-related criminal activity in Texas.
- Implement and increase the effectiveness of operational methods, measures, and techniques for outbound/southbound operations.
- Decrease the supply of drugs smuggled into and through Texas from Mexico.
- Disrupt and deter operations of gang and cartel criminal organizations.
- Target and decrease the use of specifically targeted tactics (such as conveyance methods) for drugs in the Texas border region.
- Decrease use of specific areas for crime as targeted in directed action missions.
- Increase the effectiveness of air operations mission planning and prioritization.
- Continue to exercise and integrate air-ground team operations to include TMF aviation, CBP Air and Marine, DPS Aircraft Section, and USCG aviation support.
- Based upon intelligence and analysis, increase the effectiveness of directed action missions to ensure they target specific organizations and areas as identified through intelligence and apprehensions in known geographical areas and on organizations operating in these areas.
- Increase the number and quality of analytical intelligence products developed at Unified Command and State levels based on quality information available.
- Increase intelligence based operations at Unified Command level through integration of TxMap, sector specific information, and employment of intelligence analysts.

**1). How do you locally plan to ensure that the State Objectives are executed in your area?**

* Enhance uniformed patrol activities within Hidalgo County Pct 3.
* Increase patrol activities in rural areas / routes commonly used by border criminal elements and not normally addressed by other Law Enforcement agencies.
* Continuation in multi law enforcement operations.

**2). Explain in detail what strategies/tactics you will use to accomplish these objectives?**

* Increased number of patrol units with designation of identification, apprehension and disruption of border criminal elements within Hidalgo County Pct 3 and /or border criminal elements who utilize Hidalgo County Pct 3 to facilitate acts of narcotic smuggling, human smuggling and acts of border related violence. Hidalgo County Pct 3 borders Mexico to the south and Starr County, Texas to the west, both designated at source areas.
* Maximize continued efforts with multi-agency intelligence while working operations / details with local state and federal law enforcement agencies within Hidalgo County Pct 3.
* Increased timely reports to JOIC, by BIARs and / or by teleconference, based on but not limited to independent intelligence, enforcement actions, suspected smuggling routes and citizen contributions.
* Participate in south bound operations at US Ports of Entry. Hidalgo County Pct 3 currently had two (2) ports of entry located within jurisdiction.

# Instructions for Vendor Direct Deposit / Advance Payment Notification Authorization

*Under Ch. 559, Government Code, you are entitled to review, request and correct information we have on file about you, with limited exception in accordance with Ch. 552, Government Code. To request information for review or to request error correction, contact us at (800) 531-5441, ext. 6-6057.*

Section 1: Select the appropriate transaction type(s).

Section 2: Provide the Social Security Number or Employer Identification Number (EIN).

Section 3: Completion by financial institution is recommended.
**Important:** Your direct deposit account information may be different from the account information printed on your checks. It is recommended that you contact your financial institution to confirm your direct deposit account information.
**Note:** A prenote test will be sent to your financial institution for the account information entered into the Comptroller's system. The prenote test is for a period of six banking days, and it is sent to your financial institution to verify your account information. If no further action is required by your financial institution, your direct deposit instructions will become effective when the six banking day prenote time frame has expired.

Section 4: Must be completed in its entirety, and no alterations to the authorization language will be accepted.

Section 5: **If you receive state payments by direct deposit which are forwarded from a United States financial institution to a financial institution outside the United States, please contact the Texas Comptroller of Public Accounts at (512) 936-8138 and FAX your form to (512) 475-5424.**

Section 6: Provide the contact name, phone number and email address to which payment notifications are to be sent. Notifications are sent for direct deposit payments only, and emails are sent one business day prior to the deposit.

**Submit the completed form to the state agency with which you are conducting business. If the agency is unknown, please call (512) 936-8138 to obtain contact information.**

**For State Agency Use**

Section 7: Provide reason for cancellation request.

Section 8: Must be completed if submitting form to the Comptroller's office for international payment verification, advance payment notification or interagency transfer processing. Indicate requested action using the "For State Agency Use" box located at the top of the form.

If an international payments verification, advance payment notification or interagency transfer is requested by the agency, select the desired action(s) in the box on the upper right corner of the form and submit the form to the Comptroller's office. State agencies should complete the direct deposit setup or change prior to submitting the form to the Comptroller's office.

74-176 (Rev.9-13/17)

For Comptroller's Use Only

# Direct Deposit Authorization

*This form may be used by vendors, individual recipients or state employees to receive payments from the state of Texas by direct deposit or to change/cancel existing direct deposit information.*

## Transaction Type

SECTION 1

- [x] New setup *(Sections 2, 3, 4 and 5)*
- [ ] Change financial institution *(Sections 2, 3, 4 and 5)*
- [ ] Change account number *(Sections 2, 3, 4 and 6)*
- [ ] Change account type *(Sections 2, 3, 4 and 5)*
- [ ] Cancellation *(Sections 2 and 5 - Sections 6 and 7 for state agency use)*

## Payee Identification

SECTION 2

Payee type
- [ ] State employee
- [ ] Vendor or other recipient

- [x] Texas Identification Number (TIN)
- [ ] Individual Taxpayer Identification Number (ITIN)
- [ ] Employer Identification Number (EIN)
- [ ] Social Security Number (SSN) *

1 7 4 6 0 0 0 7 1 7 6

Mail code *(If not known, leave blank.)*: 0 0 0

Payee name: **HIDALGO COUNTY**

Phone number: **956-318-2506** ext. **4810**

Mailing address: **2810 S. BUSINESS HWY 281**

City: **EDINBURG**

State: **TX**

ZIP code: **78539-6243**

## Financial Institution *(Completion by financial institution is recommended.)*

SECTION 3

Financial institution name: **LONE STAR NATIONAL BANK**

City: **EDINBURG**

State: **TX**

Routing transit number *(9 digits)*: 1 1 4 9 - 1 1 6 8 - 7

Customer account number *(maximum 17 characters)*: 7 1 0 1 5 6 4 7

Type of account: [x] Checking [ ] Savings

Financial representative name *(optional)*:

Title *(optional)*:

Financial representative signature *(optional)*:

Phone number *(optional)*: 984-2743 ext.

Date *(optional)*: 11/19/13

## International Payments Verification *(required)*

SEC 4

Will these payments be forwarded to a financial institution outside the United States? ..... [ ] YES [x] NO

*If "YES," also complete the ACH (Direct Deposit) Payment Destination Confirmation (Form 74-227).*

## Authorization for Setup, Changes or Cancellation *(required)*

SECTION 5

I authorize the Texas Comptroller of Public Accounts to deposit my payments from the state of Texas to my financial institution electronically.
I understand that the Texas Comptroller of Public Accounts will reverse any payments made to my account in error.
I further understand that the Texas Comptroller of Public Accounts will comply at all times with the National Automated Clearing House Association's rules. *(For further information on these rules, please contact your financial institution.)*

sign here ▸ Authorized signature: Norma G. Garcia

Printed name: **NORMA G. GARCIA**

Date: **11/19/13**

## Cancellation by Agency *(for state agency use)*

SEC 6

Reason:

Date:

## Authorized Signature *(for state agency use)*

SECTION 7

sign here ▸ Signature:

Date:

Phone number: ext.

Agency number:

Agency name:

Comments:

***Please return your completed form to:***




# HIDALGO COUNTY
# PERSONNEL POLICY MANUAL

**REVISED DATE: JANUARY 3, 2006**

fourteen (14) day work period to work a minimum of 80 hours during such work period. The seven (7) day work period commences at 12:01 a.m. on Monday of each week and ends at 12:00 p.m. midnight on the following Sunday.

7.03 An employee is required to be present at his or her duty station at the beginning of each workday and be punctual in maintaining work hours.

7.04 Every employee is allowed one hour for lunch each workday.

7.05 Each Elected Official/Department Head should try and schedule his or her employees each workday for a fifteen (15) minute rest break in the morning and a fifteen (15) minute rest break in the afternoon.

7.06 An employee's time and attendance record (Non-Law Enforcement Personnel form and Law Enforcement Personnel form) should coincide with an employee's work period. A completed time and attendance record is completed and turned in to the payroll section of the County Treasurer's office no later than 10:30 a.m. on the first employee work day following two seven day work periods or one fourteen day work period.

7.07 All County employees are paid biweekly on the Friday following the end of two seven day work periods or one fourteen day work period. If that Friday is a holiday, employees will generally receive their pay checks on the last work day which precedes the holiday.

7.08 An employee's pay check is based on the hours worked by the employee during the applicable work period(s), plus any eligible hours of paid leave, all as shown on a signed time and attendance record.

Fair Labor Standards Act ("FLSA)

7.09 The Fair Labor Standards Act ("FLSA") is the federal law which governs overtime compensation for employees covered by the provisions of that Act. Most County non-management employees are covered by the overtime compensation requirements of the FLSA. An FLSA covered employee receives: (i) time and one-half compensation; or (ii) compensatory leave of one and one-half hours; for each hour physically worked in excess of 40 hours for employees with a seven (7) day work period and 80 hours for those employees with a fourteen (14) day work period. Hours for which an employee receives pay, such as paid leave and holiday hours, but which are not physically worked, are not considered hours worked for purposes of calculating FLSA overtime.

7.10 Each Elected Official/Department Head must require that his or her employees keep daily records of time worked and leave taken. Each Elected Official/Department Head must report all additional time worked for FLSA covered employees.

7.11 Except in unusual circumstances, the Elected Official/Department Head must have requested and approved, in advance, that an employee work extra hours or overtime hours. An example of an unusual circumstance is when an off-duty worker responds to an emergency. In this case, the employee is required to report the emergency and its circumstances to the Elected Official/Department Head at the beginning of the

employee's next workday.

7.12 An employee who works extra hours or overtime hours without supervisory approval shall be compensated for the extra or overtime hours, but such employee is subject to disciplinary action.

7.13 The Elected Official/Department Head tracks and reports hours worked and leave used using the following forms:

- Time and Attendance Record - Non-Law Enforcement Personnel form;
- Time and Attendance Record - Law Enforcement Personnel form;
- Leave Request Form, Form P-1;
- Summary of Vacation, Sick Leave and Holiday, Form P-2;
- 12 Month Period Summary of Leave Taken under the Family and Medical Leave Act of 1993 (FMLA), Form P-3;
- Request to Pay Accumulated Comp-Time, Form P-4;
- Request for Extended Sick Leave, Form P-5; and
- Sick Leave Donation, Form P-6.

7.14 To minimize the County's liability under FLSA for overtime or extra work hours, each Elected Official/Department Head is expected to manage work hours efficiently and effectively. An Elected Official/Department Head may need to adjust work hours for an FLSA covered employee to accomplish work assignments.

7.15 When an Elected Official/Department Head allows or requires an FLSA covered employee to work extra hours or overtime hours, the Elected Official/Department Head should make every effort to adjust the work hours during the applicable work period so that the employee does not physically work in excess of 40 hours if the employee is on a seven day work period or in excess of 80 hours if the employee is on a fourteen (14) day work period.

## 8. LEAVE AND BENEFIT PROGRAMS

8.01 The Governing Authority is solely responsible for authorizing compensated leave and benefit programs for County employees and such leave and benefit programs may be changed at any time by appropriate order of the Governing Authority. The County's existing compensated leave and benefit programs are as set forth in this Chapter.

8.02 Elected Officials/Department Heads administer the County leave and benefit programs according to law and regulations. Elected Officials/Department Heads are responsible for determining eligibility for paid leave for their employees. Each Elected Official/Department Head is also responsible for insuring that a leave account is

**AI-41997** **Constables 7. B.**

**CC REGULAR**

**Meeting Date:** 12/03/2013

**Submitted By:** Rachel Cavazos, CONSTABLE PCT. #3

**Department:** CONSTABLE PCT. #3

## Information

### CAPTION

Constable Pct. #3 (1284):
1. Authorization to accept the Grant Adjustment Notice in reference to Operation Stonegarden FY12 (3rd phase) and authorization for County Judge, as authorized official, to sign (and initial) required documents.
2. Approval of appropriation of the FY2012 Operation Stonegarden Grant funds for the Constable Precinct No. 3 Department in the total amount of $7,077.62 for Phase 3.

### BACKGROUND

On 4/03/12, Commissioners' Court approved applying for the FY2012 Operation Stonegarden Grant from the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA). Agenda Item #31671.

SAA Award No. 12-SR-48215-01 Federal Grant Award No. EMW-2012-SS-00018-S01

The grant award is for $1,156,464.87 of which $587,640.82 is for the Hidalgo County Sheriff's Office. The remaining balance of $568,824.05 is assigned to 3 (three) Hidalgo County constable offices and 12 (twelve) city police departments within Hidalgo County.

Grant Acceptance: AI# 37958 4-2-13 (Phase I) Grant Operation: Date is from 9/1/12 to 2/28/14.

On 8/06/13, Commissioner's Court approved the budget appropriation for the Constable Precinct 3 Department's portion of the FY2012 Operation Stonegarden Grant in the amount of $7,077.62 for Phase I.

Ref AI# 40560 (Phase II) CC Approved 9/17/2013. SAA Award No. 2012-GA-48215-02. Federal Grant Award No. EMW-2012-SS-00018-S01.

Ref AI# 41929 (Phase III) CC Approved 11/26/2013. SAA Award No. 2012-GA-48215-03. Federal Grant Award No. EMW-2012-SSS-00018-S01.

Grant Operation: Date is from 09/01/12 to 02/28/14.

## Fiscal Impact

**FISCAL YEAR:** See Below **ACCT. #:** 3-1284-421-00-293-047-5-XXX

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

**BUDGETARY IMPACT:**

Stonegarden grant FY 2012 Phase III:
Constable Pct# 3 Appropriation of funds in the amount of $7,077.63

Revenue account# 3-1284-331-12-293-047-5-000

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## Attachments

Budget Appropriation Worksheet

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 11/26/2013 04:25 PM |
| Purchasing Department | Monica Badillo | 11/27/2013 10:52 AM |

Form Started By: Rachel Cavazos Started On: 11/26/2013 11:53 AM

Final Approval Date: 11/27/2013

**DATE:** November 26, 2013
**DEPARTMENT HEAD:** Constable Lazaro Gallardo
**DEPARTMENT NAME:** Constable PCT. 3
**ACCOUNT NUMBER:** 3-1284-421-00-293-047-5-XXX STONEGARDEN

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

Honorable Commissioners' Court of Hidalgo County:

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

| INCREASE OBJECT NUMBER'S) | ACCOUNT OBJECT NAME | | AMOUNT |
|---|---|---|---|
| | | | |
| 3-1284-421-00-293-047-5-131 | Constable PCT. 3- Operation Stonegarden | Overtime | 5,099.63 |
| 3-1284-421-00-293-047-5-220 | Constable PCT. 3- Operation Stonegarden | FICA | 390.11 |
| 3-1284-421-00-293-047-5-230 | Constable PCT. 3- Operation Stonegarden | Retirement | 526.28 |
| 3-1284-421-00-293-047-5-250 | Constable PCT. 3- Operation Stonegarden | Unemployment Comp. | 25.50 |
| 3-1284-421-00-293-047-5-260 | Constable PCT. 3- Operation Stonegarden | Workman's Comp. | 40.29 |
| 3-1284-421-00-293-047-5-581 | Constable PCT. 3- Operation Stonegarden | In-County Travel | 995.81 |
| | **TOTAL APPROPRIATIONS** | | **7,077.62** |
| 3-1284-331-12-293-047-5-000 | Hidalgo Co. Constable PCT. 3Operation Stonegarden 2012 | Revenues | **7,077.62** |
| | **TOTAL REVENUES** | | **7,077.62** |

**REASON:** **To appropriate budget for the Operation Stonegarden 2012 Sub-Repicient Grant Award to the Hidalgo Co. Constable PCT. 3 from the Department of Homeland Security FEMA.**

**Federal Grant Award #EMW-2012-SS-00018-S01; SSA Award 2012-SR-48215-02**
**Grant Period: September 1, 2012 to February 28, 2014**

**DEPARTMENT HEAD SIGNATURE**

**DATE** / /

**APPROVED COMMISSIONERS' COURT**

**ATTEST COUNTY CLERK**

**OPERATION STONEGARDEN 2012**
**CONSTABLE PRECINCT 3**

| | | | TACTICAL PHASE | | | |
|---|---|---|---|---|---|---|
| | ***ORIGINAL BUDGET*** | | **1ST** | **2ND** | **3RD** | **4TH** |
| Overtime | 20,398.50 | | 5,099.63 | 5,099.63 | 5,099.63 | 5,099.61 |
| Fringe Benefits | 3,928.76 | | 982.18 | 982.18 | 982.19 | 982.21 |
| Vehicle Maintenance | | | | | | |
| | | | | | | |
| | | | | | | |
| Equipment Maintenance | | | | | | |
| | | | | | | |
| | | | | | | |
| Equipment | | | | | | |
| | | | | | | |
| | | | | | | |
| Fuel Cost | | | | | | |
| Mileage | 3,983.24 | | 995.81 | 995.81 | 995.81 | 995.81 |
| Other | | | | | | |
| | | | | | | |
| | | | | | | |
| Travel | | | | | | |
| | | | | | | |
| | | | | | | |
| **TOTALS** | **28,310.50** | | **7,077.62** | **7,077.62** | **7,077.63** | **7,077.63** |
| **FRINGE BENEFITS BREAKDOWN:** | | | | | | |
| Health Insurance | | | | | | |
| FICA | 1,560.49 | | 390.11 | 390.11 | 390.12 | 390.15 |
| Retirement | 2,105.13 | | 526.28 | 526.28 | 526.28 | 526.29 |
| Unemployment Comp. | 101.99 | | 25.50 | 25.50 | 25.50 | 25.49 |
| Workers' Comp. | 161.15 | | 40.29 | 40.29 | 40.29 | 40.28 |
| **TOTAL FRINGE BENEFITS** | 3,928.76 | | **982.18** | **982.18** | **982.19** | **982.21** |

**AI-41969** **Constables 7. C.**

**CC REGULAR**

**Meeting Date:** 12/03/2013

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

**Department:** CONSTABLE PCT. #4

## Information

**CAPTION**

Constable Pct. 4 - LBSP FY2014 (1284):
1. Authorization and approval to apply for the Local Border Security Program (LBSP) FY14 grant with Texas Homeland Security State Administrative Agency (THSSAA), Texas Department of Public Safety.
2.Authorization for County Judge, as authorized official, to sign required documents.

**BACKGROUND**

Grant will be administered by the Texas Homeland Security State Administrative Agency (THSSAA). The period of performance is 01/17/2014 - 08/31/2014.

The proposed budget includes overtime and FICA fringe benefits ONLY, and operational expenses.

## Fiscal Impact

**FISCAL YEAR:** See Below **ACCT. #:** 3-1284-421-00-294-080-4-XXX

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

**BUDGETARY IMPACT:**

Appropriation of grant award will take place once award letter is received by Hidalgo County. This agenda item is in relation to the submission of the grant application.

With respect to salary related object codes, the proposed budget includes overtime and FICA fringe benefit ONLY.

Fringe benefits wihch include retirement, unemployment comp, workers comp, health & life attributed to the overtime hours are to be charged to the Constable Pct. 4 general fund budget (3-1100-421-00-294-001-0-XXX).

## Attachments

backup

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 11/26/2013 04:24 PM |
| Purchasing Department | Monica Badillo | 11/27/2013 10:52 AM |

Form Started By: Joel Rivera Started On: 11/25/2013 11:11 AM

Final Approval Date: 11/27/2013

# LOCAL BORDER SECURITY PROGRAM FY 2014 (LBSP-14)
# APPLICATION

**1. APPLICANT NAME (Jurisdiction):** HIDALGO COUNTY CONSTABLE PRECINCT 4

**2. COUNTY: HIDALGO COUNTY**

**3. TYPE:**
- ☐ City Government
- ☒ County Government

**3. PAYMENT TYPE:**
- ☒ Reimbursement
- ☐ One-Time Advance Payment

**4. REQUESTED PERIOD OF PERFORMANCE** (NOT TO EXCEED AUGUST 31, 2014)

**JANUARY 17, 2014 THROUGH AUGUST 31, 2014**

**6. CHECKLIST OF APPLICATION ATTACHMENTS:**
(See the Local Border Security Program 2014 (LBSP- 14) Guide for information about these forms.)

- ☒ Designation of Grant Officials (Form A-2).
- ☒ Application for State Assistance (Form A-3). The Authorized Official must sign this form.
- ☒ Financial Cost Estimate (Form A-4). The Grant Financial Officer must sign this form.
- ☒ Assurances and Certifications (Form A-5). The Authorized Official must sign this form.
- ☒ Statement of Work (Form A-6)
- ☒ Direct Deposit Authorization Form (Form 74-176). The Grant Financial Officer must sign this form.
- ☒ Copy of local overtime policy.
- ☒ Copy of pay schedule during the grant period.

**7. CERTIFICATION**

I certify, by signing this document that the information provided within is accurate, and that I have the legal authority to apply for State assistance. I also understand that this serves as a request for consideration for grant funding and that applying does not guarantee an award will be received. This Application, together with the Local Border Security Program FY2014 (LBSP-14) Guide, constitutes the work plan for the Applicant listed above. If funded the undersigned will be required to agree to and comply with all terms, conditions, and statements of work for the Local Border Security Program FY 2014 (LBSP-14).

| Authorized Official (Original Signature) | Date | Grant Performance Officer (Original Signature) | Date |
|---|---|---|---|
| | | | 11/25/13 |



Email* or Mail completed forms and application materials to:

Texas Homeland Security
State Administrative Agency
ATTN: LBSP
1033 La Posada, Ste. 160
Austin, TX 78752

SAA-LBSP@dps.texas.gov

*Note: Email submission is preferred. Applications must be received by the THSSAA by 5PM CDT on December 13, 2013

# LOCAL BORDER SECURITY PROGRAM FY2014 (LBSP-14)
# DESIGNATION OF GRANT OFFICIALS

| | |
|---|---|
| **GRANT:** | **LOCAL BORDER SECURITY PROGRAM FY2014 (LBSP-14)** |

| | |
|---|---|
| **GRANT PERIOD:** | **January 17, 2014 – August 31, 2014** |

| | |
|---|---|
| **AGENCY NAME:** | HIDALGO COUNTY CONSTABLE PRECINCT 4 |

| **Grant Performance Officer** | **(This is typically your Chief or Sheriff)** |
|---|---|
| *Name* | JOSE EDUARDO "EDDIE" GUERRA |
| *Title* | CONSTABLE |
| *Official Mailing Address* | 2814 S. BUSINESS HIGHWAY 281 EDINBURG, TEXAS 78539 |
| *Daytime Phone Number* | 956-383-8560 |
| *Fax Number* | 956-383-8565 |
| *E-mail Address* | CONSTABLE4@CO.HIDALGO.TX.US |

| **Grant Financial Officer** | **(This is typically your CFO or County Auditor)** |
|---|---|
| *Name* | **Ray Eufracio** |
| *Title* | **HIDALGO COUNTY AUDITOR** |
| *Official Mailing Address* | 2808 S. BUSINESS HIGHWAY 281<br>EDINBURG, TEXAS 78539-6243 |
| *Daytime Phone Number* | **956-318-2511** |
| *Fax Number* | **956-318-2577** |
| *E-mail Address* | **RAY.EUFRACIO@AUDITOR.CO.HIDALGO.TX.US** |

| **Authorized Official** | **(This must be the County Judge, Mayor, or City Manager*)**<br>*Note: If someone else is authorized to apply for and accept grant funds for the Jurisdiction, a letter from the governing body indicating such Signature Delegation should be attached with the Application. |
|---|---|
| *Name* | **RAMON GARCIA** |
| *Title* | **HIDALGO COUNTY JUDGE** |
| *Official Mailing Address* | **302 WEST UNIVERSITY EDINBURG, TEXAS 78539** |
| *Daytime Phone Number* | **956-318-2600** |
| *Fax Number* | **956-318-2699** |
| *E-mail Address* | **RAMON.GARCIA@CO.HIDALGO.TX.US** |

***If at any point during the grant period these POC's change, make necessary changes and resubmit this form immediately to SAA-LBSP@dps.texas.gov .***

# APPLICATION FOR STATE ASSISTANCE

| | |
|---|---|
| 1. **NAME OF PROGRAM/ ASSISTANCE:**<br>LOCAL BORDER SECURITY PROGRAM FY2014 (LBSP- 14) | 2. **APPLICANT STATUS:**<br>☐ City ☒ Reimbursement<br>☒ County ☐ One time Advance |
| 3. **START DATE:**<br>JANUARY 17, 2014 | 4. **END DATE:**<br>AUGUST 31, 2014 |
| 5. **APPLICANT INFORMATION** | |
| a. **Legal Name of Applicant Organization (as it appears on the LSBP- 14 Application/Form A-1):**<br>HIDALGO COUNTY CONSTABLE PRECINCT 1 | b. **Name & Telephone Number of Grant Performance Officer:**<br>JOSE EDUARDO "EDDIE" GUERRA<br>956-383-8560 |
| c. **Mailing Address:**<br>2814 S. BUSINESS HIGHWAY 281<br>EDINBURG, TEXAS 78539 | d. **Physical Address (if different from Mailing Address):**<br>SAME |
| 6. **EMPLOYER IDENTIFICATION NUMBER / TAX ID #**<br>74-6000717 | |
| 7. **ESTIMATED EXPENSES:** | |

| | |
|---|---|
| a. Salary & Benefits (from line ___ Form A-4) | $101,465.56 |
| b. Travel Expenses (from line ___ Form A-4) | $0.00 |
| c. Operating Expenses (from line ___ Form A-4) | $14,918.40 |
| d. Total Expenses (A + B + C) | $116,383.96 |

8. **CERTIFICATION**: I certify that to the best of my knowledge and belief this application and its attachments are true and correct.

| | |
|---|---|
| a. Typed Name of Authorized Official: | RAMON GARCIA |
| b. Title of Authorized Official: | HIDALGO COUNTY JUDGE |
| c. Original Signature of Authorized Official: | |
| d. Date Signed: | |



## INSTRUCTIONS FOR THIS FORM

Item 2: Indicate whether the applicant is a City or a County and whether the Jurisdiction will request a one-time advance if funded.

Item 5a: Enter the legal name of your jurisdiction. Your entry should match the Applicant Name used on the LBSP-14 Program Application (Form A-1).

Item 6: This 9-digit number should match the number on your Form 74-176. If you do not supply this number we CANNOT award you any grant funds.

Item 7: The data in this section should match the information included on the Financial Cost Estimate (Form A-4).

Item 8: This form must be signed by the Authorized Official who is a person authorized by the governing body of the jurisdiction to apply for and accept grants.

## FINANCIAL COST ESTIMATE

| | |
|---|---|
| **1. NAME OF PROGRAM / ASSISTANCE:** | Local Border Security Program FY 2014 |
| **2. APPLICANT NAME:** | **HIDALGO COUNTY CONSTABLE PRECINCT 4** |

**3. ESTIMATED MONTHLY EXPENSES:**

*a. Personnel Estimate*

| Position | Number of Personnel | Hourly Rate | Overtime Rate (Time and 1/2) | Number of O/T Hours per Person per Day | Number of Days | Salary | FICA 7.65% | Total Salary & Fringe |
|---|---|---|---|---|---|---|---|---|
| SGT IV | 1 | $25.24 | $37.87 | 8 | 4 | $1,211.72 | $92.70 | $1,304.42 |
| SGT I | 1 | $22.77 | $34.15 | 8 | 4 | $1,092.90 | $83.61 | $1,176.51 |
| SR. DEP III | 2 | $22.17 | $33.26 | 7 | 4 | $1,862.54 | $142.48 | $2,005.02 |
| SR DEP II | 3 | $21.42 | $32.14 | 8 | 4 | $3,085.00 | $236.00 | $3,321.00 |
| DEP II | 4 | $19.48 | $29.21 | 8 | 4 | $3,739.39 | $286.06 | $4,025.46 |
| DEP II | 1 | $18.82 | $28.23 | 7 | 4 | $790.33 | $60.46 | $850.79 |
| | | | | | | | **Total Personnel Estimates** | **$12,683.20** |

*b. Travel & Per Diem Estimate*

| Position | Number of Personnel | Commercial Travel Costs | Mileage from / to County | Estimated Ave. Daily Miles | Number of Days | Total Mileage Cost | Hotel Rate $85 Maximum | Hotel Tax Rate | Meals $36 Maximum | Travel Totals |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | $0.00 | | $0.00 | | $0.00 |
| | | | | | | $0.00 | | $0.00 | | $0.00 |
| | | | | | | | | | **Total Travel & Per Diem Estimate** | $0.00 |

*c. Operational Cost Estimate*

| | Number of Cars | Number of Miles per Car | Number of Days | Rate per Mile | Subtotal |
|---|---|---|---|---|---|
| *Mileage* | 12 | 70 | 4 | $0.555 | **$1,864.80** |
| *Fuel Costs* | | | | | |
| *Other Costs* | | | | | |
| | | | | **Total Operational Cost Estimate** | **$1,864.80** |

*NOTE: Estimate either for fuel or mileage, not both.

**FILL IN SHADED FIELDS ONLY**

**4. NUMBER OF MONTHS IN THE GRANT PERIOD:** 8

**5. ARE YOU PAID MONTHLY OR BI-MONTHLY:** BI-MONTHLY

**6. INDICATE THE NUMBER OF HOURS IN YOUR PAY PERIOD:** 80

X

Signature of Grant Official

**7. TOTAL AMOUNT OF APPLICATION**

| | Total Grant |
|---|---|
| a. Personnel Estimate | $101,465.56 |
| b. Travel & Per Diem Estimate | $0.00 |
| c. Operational Cost Estimate | $14,918.40 |
| **Total Expenses** | **$116,383.96** |

**8. TYPE OF PAYMENT YOU PREFER: (check one)**

| Reimbursement | ONE TIME Advance Payment Request |
|---|---|
| X | |

**State of Texas Assurances and Certifications**
**State Uniform Administrative Requirement for Grants and Cooperative Agreements, Subpart B, §_.14**

Note: Certain of these assurances may not be applicable to your program. If you have any questions, please contact the awarding agency.

| NAME OF APPLICANT | GRANT PROGRAM |
|---|---|
| HIDALGO COUNTY CONSTABLE PRECINCT 4 | Local Border Security Program FY 2014 (LBSP-14) |

**This form includes Assurances and Certifications that must be read, signed, and submitted as a part of the Application for State Assistance.**

As the duly authorized representative of the applicant, I hereby certify that the applicant (subgrantee) will comply with the assurances and certifications below.

| | |
|---|---|
| Ramon Garcia | HIDALGO COUNTY JUDGE |
| Typed Name of Authorized Official | Title |
| | |
| Signature of Authorized Official | Date Signed |

## ASSURANCES

**(1) RELATIVES.** A subgrantee must comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person, who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

**(2) PUBLIC INFORMATION.** A subgrantee must insure that all information collected, assembled, or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.

**(3) OPEN MEETINGS.** A subgrantee must comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

**(4) CHILD SUPPORT PAYMENTS.** A subgrantee must comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.

# Statement of Work (SOW) for LBSP Grant Funds 2014

*State Objective of LBSP 2014 Funds*

The State of Texas will assist in the execution of coordinated border security operations and facilitate the conduct of sustained interagency law enforcement activities in conjunction with Federal, Local and Tribal agencies to disrupt, deter, interdict, and thereby dominate criminal activity associated with the movement—northbound and southbound—of illicit traffic through the Texas border region and throughout Texas in order to reduce border-related crime, contribute to the reduction of potential acts of terror within Texas and the United States, and increase the security and quality of life of Texans in order to:

- Increase the effectiveness and impact of Steady State and Surge Operations.
- Increase the amount and quality field intelligence (BIAR, INT-7, or similar field reporting of gang, cartel, drug activity, and border violence, terrorism, and other criminal activity information to the JOIC's and BSOC for overall unified command partner awareness.
- Reduce border-related criminal activity in Texas.
- Implement and increase the effectiveness of operational methods, measures, and techniques for outbound/southbound operations.
- Decrease the supply of drugs smuggled into and through Texas from Mexico.
- Disrupt and deter operations of gang and cartel criminal organizations.
- Target and decrease the use of specifically targeted tactics (such as conveyance methods) for drugs in the Texas border region.
- Decrease use of specific areas for crime as targeted in directed action missions.
- Increase the effectiveness of air operations mission planning and prioritization.
- Continue to exercise and integrate air-ground team operations to include TMF aviation, CBP Air and Marine, DPS Aircraft Section, and USCG aviation support.
- Based upon intelligence and analysis, increase the effectiveness of directed action missions to ensure they target specific organizations and areas as identified through intelligence and apprehensions in known geographical areas and on organizations operating in these areas.
- Increase the number and quality of analytical intelligence products developed at Unified Command and State levels based on quality information available.
- Increase intelligence based operations at Unified Command level through integration of TxMap, sector specific information, and employment of intelligence analysts.

**1). How do you locally plan to ensure that the State Objectives are executed in your area?**

The Hidalgo County Constable Precinct 4 Office intends on meeting the States objectives through:

- Targeted patrol based on intelligence-driven data to address border related criminal activity.
- Saturation of identified crime areas with increased enforcement
- Information sharing and combined criminal enforcement operations with law enforcement partners to maximize effectiveness.
- Increased emphasis on multiagency border operations

**2). Explain in detail what strategies/tactics you will use to accomplish these objectives?**

The Hidalgo County Precinct 4 Constable's Office will through:

- Increased participation in UC meetings and teleconferences while proactively providing information related to the border (investigations including but not limited to narcotics, weapons, human trafficking, & currency violations), arrests, intelligence, gang activity, acts of violence, pursuits, bailouts, trends and patterns of border-related criminal activity, etc)

- Increase the number of field intel reports (BIARs or equivalent) to the JOIC for situational awareness, including collected photos from traffic stops, investigations, house calls, significant field interviews, arrests, etc. This includes all operations whether directed, enhanced or steady state and furnish the reports in a timely manner regardless of the funding source.

- Coordinate with JOICs when planning enhanced or directed patrol functions (southbound operations, integration into planned operations such as Unified Alliance, Knockdown, Firestone, etc) to best maximize patrol based assets from multiple agencies and strengthen border efforts.

74-176 (Rev.9-13/17)

For Comptroller's Use Only

# Direct Deposit Authorization

*This form may be used by vendors, individual recipients or state employees to receive payments from the state of Texas by direct deposit or to change/cancel existing direct deposit information.*

## Transaction Type

SECTION 1

- [x] New setup *(Sections 2, 3, 4 and 5)*
- [ ] Change financial institution *(Sections 2, 3, 4 and 5)*
- [ ] Change account number *(Sections 2, 3, 4 and 5)*
- [ ] Change account type *(Sections 2, 3, 4 and 5)*
- [ ] Cancellation *(Sections 2 and 5 - Sections 6 and 7 for state agency use)*

## Payee Identification

SECTION 2

Payee type
- [ ] State employee
- [x] Vendor or other recipient

- [ ] Texas Identification Number (TIN)
- [ ] Individual Taxpayer Identification Number (ITIN)
- [x] Employer Identification Number (EIN)
- [ ] Social Security Number (SSN) *

7 4 6 0 0 0 7 1 7

Mail code *(If not known, leave blank.)*: 0 6 0

| Payee name | Phone number |
|---|---|
| Hidalgo County | (956) 318-2506 ext. 4810 |

| Mailing address | City | State | ZIP code |
|---|---|---|---|
| 2810 S Business Hwy 281 | Edinburg | TX | 78539-6243 |

## Financial Institution *(Completion by financial institution is recommended.)*

SECTION 3

| Financial institution name | City | State |
|---|---|---|
| Lone Star National Bank | McAllen | TX |

| Routing transit number *(9 digits)* | Customer account number *(maximum 17 characters)* | Type of account |
|---|---|---|
| 1 1 4 9 - 1 1 6 8 - 7 | 7 1 0 1 5 6 4 7 | [x] Checking [ ] Savings |

| Financial representative name *(optional)* | Title *(optional)* |
|---|---|
| Vanessa Ochoa | Fixed Income Analyst |

| Financial representative signature *(optional)* | Phone number *(optional)* | Date *(optional)* |
|---|---|---|
| | (956) 984-2913 ext. | 11/26/13 |

## International Payments Verification *(required)*

SEC 4

Will these payments be forwarded to a financial institution outside the United States? ..... [ ] YES [x] NO

*If "YES," also complete the ACH (Direct Deposit) Payment Destination Confirmation (Form 74-227).*

## Authorization for Setup, Changes or Cancellation *(required)*

SECTION 5

I authorize the Texas Comptroller of Public Accounts to deposit my payments from the state of Texas to my financial institution electronically.
I understand that the Texas Comptroller of Public Accounts will reverse any payments made to my account in error.
I further understand that the Texas Comptroller of Public Accounts will comply at all times with the National Automated Clearing House Association's rules. *(For further information on these rules, please contact your financial institution.)*

| sign here — Authorized signature | Printed name | Date |
|---|---|---|
| Norma G. Garcia | Norma G. Garcia, County Treasurer | 11/26/13 |

## Cancellation by Agency *(for state agency use)*

SEC 6

| Reason | Date |
|---|---|
| | |

## Authorized Signature *(for state agency use)*

SECTION 7

| sign here — Signature | Date |
|---|---|
| | |

| Phone number | Agency number |
|---|---|
| ext. | |

Agency name: Texas Department of Public Safety

Comments:

***Please return your completed form to:***

Texas Department of Public Safety
Accounts Payable/Direct Deposit Program
5805 North Lamar Boulevard
Austin, TX 78752-4431

Phone: 512-424-2060

FAIR LABOR STANDARDS ACT ("FLSA")

7.09 The Fair Labor Standards Act ("FLSA") is the federal law which governs overtime compensation for employees covered by the provisions of that Act. Most County and/or District non-management employees are covered by the overtime compensation requirements of the FLSA. An FLSA covered employee receives: (i) time and one-half compensation; or (ii) compensatory leave of one and one-half hours; for each hour physically worked in excess of 40 hours for employees with a seven (7) day work period and 86 hours for those employees with a fourteen (14) day work period. The County provides straight hourly pay or compensatory leave on an hour for hour basis for employees with a fourteen (14) day work period who work between 80 and 86 hours in such work period. Hours for which an employee receives pay, such as paid leave and holiday hours, but which are not physically worked, are not considered hours worked for purposes of calculating FLSA overtime.

7.10 Each Elected Official/Department Head must require that his or her employees keep daily records of time worked and leave taken. Each Elected Official/Department Head must report all additional time worked for FLSA covered employees.

7.11 Except in unusual circumstances, the Elected Official/Department Head must have requested and approved, in advance, that an employee work extra hours or overtime hours. An example of an unusual circumstance is when an off-duty worker responds to an emergency. In this case, the employee is required to report the emergency and its circumstances to the Elected Official/Department Head at the beginning of the employee's next workday.

7.12 An employee who works extra hours or overtime hours without supervisory approval shall be compensated for the extra or overtime hours, but such employee is subject to disciplinary action.

7.13 The Elected Official/Department Head tracks and reports hours worked and leave used using the following forms:

a. Form SFA-CA-008, Time and Attendance Record - Non-Law Enforcement Personnel;

b. Form SFA-CA-046, Time and Attendance Record - Law Enforcement Personnel;

c. Form SFA-CA-044, Leave Request Form;

d. Form P-2, Summary of Vacation and Sick Leave; and

e. Form P-3, 12 Month Period Summary of Leave Taken under the Family and Medical Leave Act of 1993 (FMLA).

7.14 To minimize the County and/or District's liability under FLSA for overtime or extra work hours, each Elected Official/Department Head is expected to manage work hours efficiently and effectively. An Elected Official/Department Head may need to adjust work hours for an FLSA covered employee to accomplish work assignments. When an FLSA covered employee's time and attendance record reflects hours worked in excess of that employee's standard work period, the Elected Official/Department Head and the County Auditor and/or similar office for the District shall immediately notify the County Judge and/or similar office within the District of such fact by forwarding to such party a copy of the time and attendance record for such employee (Form SFA-CA-008 or Form SFA-CA-046).

7.15 When an Elected Official/Department Head allows or requires an FLSA covered employee to work extra hours or overtime hours, the Elected Official/Department Head should make every effort to adjust the work hours during the applicable work period so that the employee

does not physically work in excess of 40 hours if the employee is on a seven day work period or in excess of 80 hours if the employee is on a fourteen (14) day work period.

ADMINISTRATION OF LEAVE AND BENEFIT PROGRAMS

7.16 The Governing Authority is solely responsible for authorizing compensated leave and benefit programs for County and/or District employees and such leave and benefit programs may be changed at any time by appropriate order of the Governing Authority. The County and/or District's existing compensated leave and benefit programs are as set forth in this Chapter.

7.17 Elected Officials and Department Heads administer the County and/or District leave and benefit programs according to law and regulations. Elected Officials/Department Heads are responsible for determining eligibility for paid leave for their employees. Each Elected Official/Department Head is also responsible for insuring that a leave account is established and maintained on each of his/her employees.

7.18 An Elected Official/Department Head may designate personnel from his or her office to be responsible for controlling absence and leave administration. Such delegation, however, does not relieve each Elected Official/Department Head of his or her ultimate responsibility for maintaining leave records on his or her employees.

7.19 Regular attendance at work is important to the overall operation of all County and/or District Departments. Any non-emergency leave, whenever practical, must therefore be scheduled in advance. Each Elected Official/Department Head may establish rules for requesting and scheduling leave not inconsistent with this Chapter. Each employee will be given a copy of any Department leave rules and amendments, and will acknowledge, in writing, receipt of such rules. A copy of the written acknowledgment shall be maintained in the employee's personnel file.

7.20 Every request for leave must:

a. Be submitted to the Department Head/Elected Official, in writing, on a Form SFA-CA-044 which is signed by the employee;

b. Clearly reflect when the requested leave is to begin and end;

c. Include a brief explanation setting forth the reasons for taking the requested leave;

d. To the extent applicable, be accompanied by any required documentation, such as a doctor's statement or military orders; and

e. Be approved or disapproved, in writing, by the employee's supervisor, and if required, by the Department Head/Elected Official and/or the Governing Authority or its representative.

7.21 Departments shall respond to leave requests within a reasonable time, generally not to exceed five (5) business days.

7.22 After a leave request (Form SFA-CA-044) has been approved or disapproved, such completed form is processed as follows:

a. The original is placed in the employee's personnel file; (Amended April 10, 1996)

b. A copy is returned to the employee; and

Norma G. Garcia
Hidalgo County Treasurer
2810 South Business Hwy 281, Edinburg, Texas 78539-6243
Telephone: (956) 318-2506 Fax: (956) 318-2507

# 2014 PAYROLL SCHEDULE

Listed below is the payroll schedule for the year 2014. In order to assure the preparation of direct deposit, timesheets should be submitted in accordance with the schedule below. The timesheets shall be delivered to the Payroll Section of the County Treasurer's Office (Manually or through Time & Attendance) no later than 10:00 a.m.

Payroll cannot be guaranteed to those who do not meet the Timesheet Due Date deadline.

Payroll will be prepared on a biweekly basis and will cover the days as shown on the Work Period Covered column. Direct Deposit will be credited at your financial institution as indicated on the Payday column.

| PAY PERIOD | WORK PERIOD COVERED | TIMESHEET DUE DATE | PAY DAY |
|---|---|---|---|
| 1 | 12/16/2013 – 12/29/2013 | 12/30/2013 | 01/10/2014 |
| 2 | 12/30/2013 – 01/12/2014 | 01/13/2014 | 01/24/2014 |
| 3 | 01/13/2014 – 01/26/2014 | 01/27/2014 | 02/07/2014 |
| 4 | 01/27/2014 – 02/09/2014 | 02/10/2014 | 02/21/2014 |
| 5 | 02/10/2014 – 02/23/2014 | 02/24/2014 | 03/07/2014 |
| 6 | 02/24/2014 – 03/09/2014 | 03/10/2014 | 03/21/2014 |
| 7 | 03/10/2014 – 03/23/2014 | 03/24/2014 | 04/04/2014 |
| 8 | 03/24/2014 – 04/06/2014 | 04/07/2014 | 04/17/2014 |
| 9 | 04/07/2014 – 04/20/2014 | 04/22/2014 | 05/02/2014 |
| 10 | 04/21/2014 – 05/04/2014 | 05/05/2014 | 05/16/2014 |
| 11 | 05/05/2014 – 05/18/2014 | 05/19/2014 | 05/30/2014 |
| 12 | 05/19/2014 – 06/01/2014 | 06/02/2014 | 06/13/2014 |
| 13 | 06/02/2014 – 06/15/2014 | 06/16/2014 | 06/27/2014 |
| 14 | 06/16/2014 – 06/29/2014 | 06/30/2014 | 07/11/2014 |
| 15 | 06/30/2014 – 07/13/2014 | 07/14/2014 | 07/25/2014 |
| 16 | 07/14/2014 – 07/27/2014 | 07/28/2014 | 08/08/2014 |
| 17 | 07/28/2014 – 08/10/2014 | 08/11/2014 | 08/22/2014 |
| 18 | 08/11/2014 – 08/24/2014 | 08/25/2014 | 09/05/2014 |
| 19 | 08/25/2014 – 09/07/2014 | 09/08/2014 | 09/19/2014 |
| 20 | 09/08/2014 – 09/21/2014 | 09/22/2014 | 10/03/2014 |
| 21 | 09/22/2014 – 10/05/2014 | 10/06/2014 | 10/17/2014 |
| 22 | 10/06/2014 – 10/19/2014 | 10/20/2014 | 10/31/2014 |
| 23 | 10/20/2014 – 11/02/2014 | 11/03/2014 | 11/14/2014 |
| 24 | 11/03/2014 – 11/16/2014 | 11/17/2014 | 11/26/2014 |
| 25 | 11/17/2014 – 11/30/2014 | 12/01/2014 | 12/12/2014 |
| 26 | 12/01/2014 – 12/14/2014 | 12/15/2014 | 12/24/2014 |

**AI-41857** **District Clerk 8. A.**

**CC REGULAR**

**Meeting Date:** 12/03/2013

**Submitted By:** Ricardo Contreras, DISTRICT CLERK

**Department:** DISTRICT CLERK

## Information

### CAPTION

Discussion, consideration and approval of temporary increases in the records archive fee and the records management and preservation fee in the amount of $10 per applicable filing, in accordance with HB 1513. In accordance with Subchapter D, Chapter 51 of the Texas Government Code, the district clerk office further requests approval of the updated Preservation and Restoration Plan, which the clerk under a county that adopts a fee under this section is required to prepare.

### BACKGROUND

HB 1513 allows for temporary increases in the records archive fees and the records management and preservation fees charged by the district clerk for enhanced record management efforts, including the restoration and preservation of archived records. The new legislation provides for a fee not to exceed $10 to be imposed for filing of a suit, including an appeal from an inferior court, or a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, in a district court in the county. The district clerk under a county that adopts a fee under this section is required to prepare an annual written plan for the preservation and restoration of district court records archive, attached for the commission's review.

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:** 3-1235-341-10-090-000-0-000

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

**BUDGETARY IMPACT:**

## Attachments

Preservation & Restoration Plan of District Court Records Archive

HB 1513

Public Hearing Notice

legal

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 11/19/2013 01:57 PM |
| Manuel Chapa | Manuel Chapa | 11/26/2013 02:43 PM |
| Purchasing Department | Monica Badillo | 11/27/2013 10:52 AM |

Form Started By: Ricardo Contreras Started On: 11/15/2013 02:59 PM

Final Approval Date: 11/27/2013

# Hidalgo County District Clerk Office

**District Court Records Archive Preservation & Restoration Plan**
Texas Government Code § 51.305
Revised: September 3, 2013

## Executive Summary

HB 1513 allows for temporary increases in the records archive fees and the records management and preservation fees charged by the district clerk for enhanced record management efforts, including the restoration and preservation of archived records which may include but is not limited to all case papers that are a part of:

- Civil and Family Law Cases
- Criminal Cases
- Juvenile Cases
- Historic Court Records (dated 1950 or earlier)
- Case papers in a case from any period that, because of its notoriety or significance, might possess enduring value
- Exhibits

The new legislation provides for a fee not to exceed $10 to be imposed for filing of a suit, including an appeal from an inferior court, or a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, in a district court in the county.

The purpose of this document is to provide a plan for the deterioration, restoration and preservation, digital capture, storage, retention and management of archived court documents maintained by the district clerk. This plan is a work in progress and will be updated as new products and procedures evolve.

The district clerk office is committed to complying with guidelines issued by the Texas State Library and Archives Commission Offices and those set forth by this plan (refer to the Texas State Library & Archives Commission, Local Government Bulletin B at: http://www.tsl.state.tx.us/slrm/recordspubs/lgbullb.html).

Government Code § 51.305 defines the above mentioned as followed:

- Court document – refers to any instrument, document, paper, or other record that the district clerk is authorized to accept for filing or maintenance.
- Deterioration – refers to any naturally occurring process or a natural disaster that results in the destruction or partial destruction of a court document.
- Preservation – refers to any process that:
    - suspends or reduces the deterioration of a court document; or
    - provides public access to a court document in a manner that reduces the risk of deterioration.
- Restoration – refers to any process that permits the visual enhancement of a court document, including making the document more legible.

## Current state and inventory of Records Archive

Historically, district clerk office records have not been preserved, imaged or destroyed as per State record standards and procedures. As recent as 2005, scanning equipment was procured and utilized for imaging documents. Since 2007, during the new administration, huge efforts and progress has been made in procuring additional tools and equipment to ensure all documents filed are imaged in "real time." The challenge, however, lies in the imaging, restoration and preservation of the estimated 20,000 boxes of documents housed in an authorized storage facility in McAllen, Texas. Records include record books and cases which consist of civil, family and criminal matters. This inventory includes cases of a historical nature and value.

## Goal

Goals consist of imaging and archiving of all documents, regardless of type, as efficiently as possible. This also pertains to the historical hand-written records, which through preservation, will suspend their deterioration as well as improving their public access.

By transitioning to a digitized/electronic format we foresee:

- Easier access to court records by electronic means
- Cost and space savings (ie. purchase of paper and its storage)

## Scope

The scope of this document includes the following:

- All district clerk records filed
- Plans to capture records electronically to improve public access
- Plans to restore and preserve records with significant historical value
- Future plans are to improve public and governmental access

This document addresses the restoration and preservation needs of the district clerk records archive only. No other departments are addressed.

## Restoration & Preservation Plan

Our current policy and procedure requires all new cases and filed documents to be scanned on "real time." The district clerk office proposes as a part of this plan to hire additional support staff (scanning clerks) and procure additional equipment (scanners) to address the documents/cases prior to 2005 that have yet to be imaged.

The proposed procedure is as follows:

- Active case documents are scanned into the Judicial Case Management System for Record Storage and retrieval convenience.
- Old or disposed case files will be requested from storage
- Once received, files will be placed in the designated scanning room/area
- All scanning clerks will verify event entries in the Judicial Case Management System prior to scanning documents
- Once scanned, the file is returned to our storage facility and filed/indexed by case number
- All cases deemed obsolete in accordance with the retention schedule issued by the Texas State Library and Archive Commission will be destroyed (shredded)

Note: According to the Texas State Library and Archive Rules there are some exceptions from destruction such as criminal judgments or docket sheets (with defendant's finger prints) which are permanently retained.

The district clerk office may consider requesting the county go out for bids for restoration and preservation services to help address court records with a significant historical value. The restoration process will ensure legibility of these public documents for future generations.

Expenditures may include but are not limited to:

- All necessary computer hardware and peripherals,
- Computer software,
- Computer and peripheral repair as well as technical support
- Service provider and other outsourcing services.
- Support staff salaries
- Data storage supplies
- Award bids in accordance to county policy

H.B. No. 1513

AN ACT

relating to temporary increases in the records archive fees and the records management and preservation fees charged by district and county clerks.

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

ARTICLE 1. FEES EFFECTIVE SEPTEMBER 1, 2013

SECTION 1.01. Section 51.305(b), Government Code, is amended to read as follows:

(b) The commissioners court of a county may adopt a district court records archive fee of not more than $10 [~~$5~~] for the filing of a suit, including an appeal from an inferior court, or a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, in a district court in the county as part of the county's annual budget. The fee must be set and itemized in the county's budget as part of the budget preparation process and must be approved in a public meeting. The fee is for preservation and restoration services performed in connection with maintaining a district court records archive.

SECTION 1.02. Section 51.317(b), Government Code, is amended to read as follows:

(b) The fees are:

(1) except as provided by Subsection (b-1), for filing a suit, including an appeal from an inferior court, $50;

(2) for filing a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, $15;

(3) for issuing a citation or other writ or process not otherwise provided for, including one copy, when requested at the time a suit or action is filed, $8;

(4) for records management and preservation, $10; and

(5) in addition to the other fees imposed under this section, for filing a suit, including an appeal from an inferior court, or a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, the amount adopted by the county commissioners court, not to exceed $10 [~~$5~~], for court records archiving.

SECTION 1.03. Section 101.0611, Government Code, is amended to read as follows:

Sec. 101.0611. DISTRICT COURT FEES AND COSTS: GOVERNMENT CODE. The clerk of a district court shall collect fees and costs under the Government Code as follows:

(1) appellate judicial system filing fees for:

(A) First or Fourteenth Court of Appeals District (Sec. 22.2021, Government Code) . . . not more than $5;

(B) Second Court of Appeals District (Sec. 22.2031, Government Code) . . . not more than $5;

(C) Third Court of Appeals District (Sec. 22.2041, Government Code) . . . $5;

(D) Fourth Court of Appeals District (Sec. 22.2051, Government Code) . . . not more than $5;

(E) Fifth Court of Appeals District (Sec. 22.2061, Government Code) . . . not more than $5;

(E-1) Sixth Court of Appeals District (Sec. 22.2071, Government Code) . . . $5;

(E-2) Seventh Court of Appeals District (Sec. 22.2081, Government Code) . . . $5;

(F) Ninth Court of Appeals District (Sec. 22.2101, Government Code) . . . $5;

(G) Eleventh Court of Appeals District (Sec. 22.2121, Government Code) . . . $5;

(G-1) Twelfth Court of Appeals District (Sec. 22.2131, Government Code) . . . $5; and

(H) Thirteenth Court of Appeals District (Sec. 22.2141, Government Code) . . . not more than $5;

(2) when administering a case for the Rockwall County Court at Law (Sec. 25.2012, Government Code) . . . civil fees and court costs as if the case had been filed in district court;

(3) additional filing fees:

(A) for each suit filed for insurance contingency fund, if authorized by the county commissioners court (Sec. 51.302, Government Code) . . . not to exceed $5;

(B) to fund the improvement of Dallas County civil court facilities, if authorized by the county commissioners court (Sec. 51.705, Government Code) . . . not more than $15;

(B-1) to fund the improvement of Bexar County court facilities, if authorized by the county commissioners court (Sec. 51.706, Government Code) . . . not more than $15;

(C) to fund the improvement of Hays County court facilities, if authorized by the county commissioners court (Sec. 51.707, Government Code) . . . not more than $15; and

(D) to fund the preservation of court records (Sec. 51.708, Government Code) . . . not more than $10;

(4) for filing a suit, including an appeal from an inferior court:

(A) for a suit with 10 or fewer plaintiffs (Sec. 51.317, Government Code) . . . $50;

(B) for a suit with at least 11 but not more than 25 plaintiffs (Sec. 51.317, Government Code) . . . $75;

(C) for a suit with at least 26 but not more than 100 plaintiffs (Sec. 51.317, Government Code) . . . $100;

(D) for a suit with at least 101 but not more than 500 plaintiffs (Sec. 51.317, Government Code) . . . $125;

(E) for a suit with at least 501 but not more than 1,000 plaintiffs (Sec. 51.317, Government Code) . . . $150; or

(F) for a suit with more than 1,000 plaintiffs (Sec. 51.317, Government Code) . . . $200;

(5) for filing a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition (Sec. 51.317, Government Code) . . . $15;

(6) for issuing a citation or other writ or process not otherwise provided for, including one copy, when requested at the time a suit or action is filed (Sec. 51.317, Government Code) . . . $8;

(7) for records management and preservation (Sec. 51.317, Government Code) . . . $10;

(7-a) for district court records archiving, if adopted by the county commissioners court (Sec. 51.317(b)(5), Government Code) . . . not more than $10 [~~$5~~];

(8) for issuing a subpoena, including one copy (Sec. 51.318, Government Code) . . . $8;

(9) for issuing a citation, commission for deposition, writ of execution, order of sale, writ of execution and order of sale, writ of injunction, writ of garnishment, writ of attachment, or writ of sequestration not provided for in Section 51.317, or any other writ or process not otherwise provided for, including one copy if required by law (Sec. 51.318, Government Code) . . . $8;

(10) for searching files or records to locate a cause when the docket number is not provided (Sec. 51.318, Government Code) . . . $5;

(11) for searching files or records to ascertain the existence of an instrument or record in the district clerk's office

(Sec. 51.318, Government Code) . . . $5;

(12) for abstracting a judgment (Sec. 51.318, Government Code) . . . $8;

(13) for approving a bond (Sec. 51.318, Government Code) . . . $4;

(14) for a certified copy of a record, judgment, order, pleading, or paper on file or of record in the district clerk's office, including certificate and seal, for each page or part of a page (Sec. 51.318, Government Code) . . . not to exceed $1;

(15) for a noncertified copy, for each page or part of a page (Sec. 51.318, Government Code) . . . not to exceed $1;

(16) fee for performing a service:

(A) related to the matter of the estate of a deceased person (Sec. 51.319, Government Code) . . . the same fee allowed the county clerk for those services;

(B) related to the matter of a minor (Sec. 51.319, Government Code) . . . the same fee allowed the county clerk for the service;

(C) of serving process by certified or registered mail (Sec. 51.319, Government Code) . . . the same fee a sheriff or constable is authorized to charge for the service under Section 118.131, Local Government Code; and

(D) prescribed or authorized by law but for which no fee is set (Sec. 51.319, Government Code) . . . a reasonable fee;

(17) jury fee (Sec. 51.604, Government Code) . . . $30;

(18) additional filing fee for family protection on filing a suit for dissolution of a marriage under Chapter 6, Family Code (Sec. 51.961, Government Code) . . . not to exceed $15;

(19) at a hearing held by an associate judge in Dallas County, a court cost to preserve the record, in the absence of a court reporter, by other means (Sec. 54.509, Government Code) . . . as assessed by the referring court or associate judge; and

(20) at a hearing held by an associate judge in Duval County, a court cost to preserve the record (Sec. 54.1151, Government Code) . . . as imposed by the referring court or associate judge.

SECTION 1.04. Sections 118.011(b) and (f), Local Government Code, are amended to read as follows:

(b) The county clerk may set and collect the following fee from any person:

(1) Returned Check (Sec. 118.0215)..... not less than $15 or more than $30

(2) Records Management and Preservation Fee (Sec. 118.0216)..... not more than $10 [~~$5~~]

(3) Mental Health Background Check for License to Carry a Concealed Weapon (Sec. 118.0217)..... not more than $2

(f) The county clerk of a county shall, if the commissioners court of the county adopts the fee as part of the county's annual budget, collect the following fee from any person:

Records Archive Fee (Sec. 118.025)..... not more than $10 [~~$5~~]

SECTION 1.05. The changes in law made by this article apply only to a fee that becomes payable on or after September 1, 2013. A fee that becomes payable before September 1, 2013, is governed by the law in effect when the fee became payable, and the former law is continued in effect for that purpose.

SECTION 1.06. This article takes effect September 1, 2013.

ARTICLE 2. FEES EFFECTIVE SEPTEMBER 1, 2019

SECTION 2.01. Section 51.305(b), Government Code, is amended to read as follows:

(b) The commissioners court of a county may adopt a district court records archive fee of not more than $5 for the filing of a suit, including an appeal from an inferior court, or a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, in a district court in the county as part of the county's annual budget. The fee must be set and itemized in the county's budget as part of the budget preparation process and must be approved in a public meeting. The fee is for preservation and restoration services performed in connection with maintaining a district court records archive.

SECTION 2.02. Section 51.317(b), Government Code, is amended to read as follows:

(b) The fees are:

(1) except as provided by Subsection (b-1), for filing a

suit, including an appeal from an inferior court, $50;

(2) for filing a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, $15;

(3) for issuing a citation or other writ or process not otherwise provided for, including one copy, when requested at the time a suit or action is filed, $8;

(4) for records management and preservation, $10; and

(5) in addition to the other fees imposed under this section, for filing a suit, including an appeal from an inferior court, or a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, the amount adopted by the county commissioners court, not to exceed $5, for court records archiving.

SECTION 2.03. Section 101.0611, Government Code, is amended to read as follows:

Sec. 101.0611. DISTRICT COURT FEES AND COSTS: GOVERNMENT CODE. The clerk of a district court shall collect fees and costs under the Government Code as follows:

(1) appellate judicial system filing fees for:

(A) First or Fourteenth Court of Appeals District (Sec. 22.2021, Government Code) . . . not more than $5;

(B) Second Court of Appeals District (Sec. 22.2031, Government Code) . . . not more than $5;

(C) Third Court of Appeals District (Sec. 22.2041,

Government Code) . . . $5;

(D) Fourth Court of Appeals District (Sec. 22.2051, Government Code) . . . not more than $5;

(E) Fifth Court of Appeals District (Sec. 22.2061, Government Code) . . . not more than $5;

(E-1) Sixth Court of Appeals District (Sec. 22.2071, Government Code) . . . $5;

(E-2) Seventh Court of Appeals District (Sec. 22.2081, Government Code) . . . $5;

(F) Ninth Court of Appeals District (Sec. 22.2101, Government Code) . . . $5;

(G) Eleventh Court of Appeals District (Sec. 22.2121, Government Code) . . . $5;

(G-1) Twelfth Court of Appeals District (Sec. 22.2131, Government Code) . . . $5; and

(H) Thirteenth Court of Appeals District (Sec. 22.2141, Government Code) . . . not more than $5;

(2) when administering a case for the Rockwall County Court at Law (Sec. 25.2012, Government Code) . . . civil fees and court costs as if the case had been filed in district court;

(3) additional filing fees:

(A) for each suit filed for insurance contingency fund, if authorized by the county commissioners court (Sec. 51.302, Government Code) . . . not to exceed $5;

(B) to fund the improvement of Dallas County civil

court facilities, if authorized by the county commissioners court (Sec. 51.705, Government Code) . . . not more than $15;

(B-1) to fund the improvement of Bexar County court facilities, if authorized by the county commissioners court (Sec. 51.706, Government Code) . . . not more than $15;

(C) to fund the improvement of Hays County court facilities, if authorized by the county commissioners court (Sec. 51.707, Government Code) . . . not more than $15; and

(D) to fund the preservation of court records (Sec. 51.708, Government Code) . . . not more than $10;

(4) for filing a suit, including an appeal from an inferior court:

(A) for a suit with 10 or fewer plaintiffs (Sec. 51.317, Government Code) . . . $50;

(B) for a suit with at least 11 but not more than 25 plaintiffs (Sec. 51.317, Government Code) . . . $75;

(C) for a suit with at least 26 but not more than 100 plaintiffs (Sec. 51.317, Government Code) . . . $100;

(D) for a suit with at least 101 but not more than 500 plaintiffs (Sec. 51.317, Government Code) . . . $125;

(E) for a suit with at least 501 but not more than 1,000 plaintiffs (Sec. 51.317, Government Code) . . . $150; or

(F) for a suit with more than 1,000 plaintiffs (Sec. 51.317, Government Code) . . . $200;

(5) for filing a cross-action, counterclaim,

intervention, contempt action, motion for new trial, or third-party petition (Sec. 51.317, Government Code) . . . $15;

(6) for issuing a citation or other writ or process not otherwise provided for, including one copy, when requested at the time a suit or action is filed (Sec. 51.317, Government Code) . . . $8;

(7) for records management and preservation (Sec. 51.317, Government Code) . . . $10;

(7-a) for district court records archiving, if adopted by the county commissioners court (Sec. 51.317(b)(5), Government Code) . . . not more than $5;

(8) for issuing a subpoena, including one copy (Sec. 51.318, Government Code) . . . $8;

(9) for issuing a citation, commission for deposition, writ of execution, order of sale, writ of execution and order of sale, writ of injunction, writ of garnishment, writ of attachment, or writ of sequestration not provided for in Section 51.317, or any other writ or process not otherwise provided for, including one copy if required by law (Sec. 51.318, Government Code) . . . $8;

(10) for searching files or records to locate a cause when the docket number is not provided (Sec. 51.318, Government Code) . . . $5;

(11) for searching files or records to ascertain the existence of an instrument or record in the district clerk's office (Sec. 51.318, Government Code) . . . $5;

(12) for abstracting a judgment (Sec. 51.318, Government Code) . . . $8;

(13) for approving a bond (Sec. 51.318, Government Code) . . . $4;

(14) for a certified copy of a record, judgment, order, pleading, or paper on file or of record in the district clerk's office, including certificate and seal, for each page or part of a page (Sec. 51.318, Government Code) . . . not to exceed $1;

(15) for a noncertified copy, for each page or part of a page (Sec. 51.318, Government Code) . . . not to exceed $1;

(16) fee for performing a service:

(A) related to the matter of the estate of a deceased person (Sec. 51.319, Government Code) . . . the same fee allowed the county clerk for those services;

(B) related to the matter of a minor (Sec. 51.319, Government Code) . . . the same fee allowed the county clerk for the service;

(C) of serving process by certified or registered mail (Sec. 51.319, Government Code) . . . the same fee a sheriff or constable is authorized to charge for the service under Section 118.131, Local Government Code; and

(D) prescribed or authorized by law but for which no fee is set (Sec. 51.319, Government Code) . . . a reasonable fee;

(17) jury fee (Sec. 51.604, Government Code) . . . $30;

(18) additional filing fee for family protection on filing a suit for dissolution of a marriage under Chapter 6, Family Code (Sec. 51.961, Government Code) . . . not to exceed $15;

(19) at a hearing held by an associate judge in Dallas County, a court cost to preserve the record, in the absence of a court reporter, by other means (Sec. 54.509, Government Code) . . . as assessed by the referring court or associate judge; and

(20) at a hearing held by an associate judge in Duval County, a court cost to preserve the record (Sec. 54.1151, Government Code) . . . as imposed by the referring court or associate judge.

SECTION 2.04. Sections 118.011(b) and (f), Local Government Code, are amended to read as follows:

(b) The county clerk may set and collect the following fee from any person:

(1) Returned Check (Sec. 118.0215)..... not less than $15 or more than $30

(2) Records Management and Preservation Fee (Sec. 118.0216)..... not more than $5

(3) Mental Health Background Check for License to Carry a Concealed Weapon (Sec. 118.0217)..... not more than $2

(f) The county clerk of a county shall, if the commissioners court of the county adopts the fee as part of the county's annual budget, collect the following fee from any person:

Records Archive Fee (Sec. 118.025)..... not more

than $5

SECTION 2.05. The changes in law made by this article apply only to a fee that becomes payable on or after September 1, 2019. A fee that becomes payable before September 1, 2019, is governed by the law in effect when the fee became payable, and the former law is continued in effect for that purpose.

SECTION 2.06. This article takes effect September 1, 2019.

ARTICLE 3. CONFLICT WITH OTHER LEGISLATION

SECTION 3.01. To the extent of any conflict, this Act prevails over another Act of the 83rd Legislature, Regular Session, 2013, relating to nonsubstantive additions to and corrections in enacted codes.

President of the Senate

Speaker of the House

I certify that H.B. No. 1513 was passed by the House on April 12, 2013, by the following vote: Yeas 131, Nays 3, 1 present, not voting; and that the House concurred in Senate amendments to H.B. No. 1513 on May 23, 2013, by the following vote: Yeas 143, Nays 1, 2 present, not voting.

Chief Clerk of the House

I certify that H.B. No. 1513 was passed by the Senate, with amendments, on May 21, 2013, by the following vote: Yeas 27, Nays 3.

Secretary of the Senate

APPROVED: _____

Date

_____

Governor

# Public Notices/Classifieds

## LEGAL NOTICE

NOTICE OF APPLICATION FOR FLUID INJECTION WELL PERMIT

OXY USA INC., P O Box 27757, Houston, TX 77227, is applying to the Railroad Commission of Texas for a permit to inject fluid into a formation which is non-productive of oil and gas. The applicant proposes to inject fluid into the Frio Formation, McAllen, A. A. Lease, Well Number 135. The proposed injection well is located 26 miles NW of Edinburg, TX in the McAllen Ranch (Vksbg L-V,N Cons.) Field, in Hidalgo County. Fluid will be injected into strata in the subsurface depth interval from 3800 to 5400 feet.

LEGAL AUTHORITY: Chapter 27 of the Texas Water Code, as amended, Title 3 of the Texas Natural Resources Code, as amended, and the Statewide Rules of the Oil and Gas Division of the Railroad Commission of Texas.
Requests for a public hearing from persons who can show they are adversely affected, or requests for further information concerning any aspect of the application should be submitted in writing, within fifteen days of publication, to the Environmental Services Section, Oil and Gas Division, Railroad Commission of Texas, P. O. Box 12967, Capital Station, Austin, Texas 78711-2967. (Telephone 512/463-6792)

(Published in the Advance News Journal on Nov. 13, 2013.)

## LEGAL NOTICE

NOTICE OF APPLICATION FOR FLUID INJECTION WELL PERMIT

OXY USA INC., P O Box 27757, Houston, TX 77227, is applying to the Railroad Commission of Texas for a permit to inject fluid into a formation which is non-productive of oil and gas. The applicant proposes to inject fluid into the Frio Formation, McAllen, A. A. Lease, Well Number 64. The proposed injection well is located 5 miles SE of La Reforma, TX in the McAllen Ranch (Vksbg L-V,N Cons.) Field, in Hidalgo County. Fluid will be injected into strata in the subsurface depth interval from 4400 to 6050 feet.

LEGAL AUTHORITY: Chapter 27 of the Texas Water Code, as amended, Title 3 of the Texas Natural Resources Code, as amended, and the Statewide Rules of the Oil and Gas Division of the Railroad Commission of Texas.
Requests for a public hearing from persons who can show they are adversely affected, or requests for further information concerning any aspect of the application should be submitted in writing, within fifteen days of publication, to the Environmental Services Section, Oil and Gas Division, Railroad Commission of Texas, P. O. Box 12967, Capital Station, Austin, Texas 78711-2967. (Telephone 512/463-6792)

(Published in the Advance News Journal on Nov. 13, 2013.)

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## LEGAL NOTICE

### NOTICE FOR COMPETITIVE SEALED BIDS

Sealed bids will be received by the Pharr-San Juan-Alamo I.S.D. Purchasing Department at the Administration Building Business Service Conference Room # 205 - PSJA Administration Office/601 E. Kelly, Pharr, Texas 78577, for the following:

**PROJECT:** **BID # 13-14-016 - PSJA DISTRICT WIDE GOLF FACILITIES FOR PHARR SAN JUAN ALAMO INDEPENDENT SCHOOL DISTRICT**

**PRE –BID CONFERENCE:** **2:00 P.M., THURSDAY, NOVEMBER 21, 2013**
Administration Building Conference Room # 205
601 E. Kelly, Pharr, Texas 78577

**BID DATE: TIME** **4:00 P.M., THURSDAY, DECEMBER 05, 2013**
The bid will be publicly opened, the names of offers and monetary bids will be read aloud.

**ARCHITECT:** **RIKE-OGDEN-FIGUEROA-ALLEX ARCHITECTS INC.**
1007 Walnut Avenue, McAllen, Texas 78501
Telephone: {956}686-7771 Fax: {956}687-3433

The Bid Forms, Specifications, and Drawings may be examined in all Valley A.G.C. Plan rooms, and the Office of RIKE-OGDEN-FIGUEROA-ALLEX ARCHITECTS INC. (McAllen). Plans and specifications may be obtained from RGV REPROGRAPHICS INC., 519 S. Broadway, McAllen, Texas 78501 (956) 686-1525, upon deposit of $150.00 refundable upon return of documents in good condition within five days after opening.
**The selection criteria for competitive sealed bids shall be the offeror's:**

| | |
|---|---|
| 1. Offeror's proposed price. | 60 |
| Completion and submission of Bid Form, Bid Bond, Insurance and all District Forms required. | 5 |
| 2. Offeror's Time to complete the project | 10 |
| 3. Offeror's experience with public entity and/or commercial projects of similar size, scope, and/or complexity | 10 |
| 4. Proposed on site Project Foreman-Offer's proposed Project Foreman Management experience on public entity and/or commercial projects of similar size, scope, and/or complexity | 5 |
| 5. Reputation and Quality of the vendor(contractor) and of the vendors goods or services | 10 |
| **100 Maximum Points** | |

Bids shall be accompanied by a Certified or Cashier's Check or acceptable security bond in an amount of not less than (5%) percent of the largest sum offered by respective offerer payable to PSJA Independent School District (PSJAISD).

A Performance Bond in an amount of One Hundred (100%) percent of the contract and a Payment Bond will be mandatory.

The Contract required will be that standard form of the American Institute of Architects and shall provide for payments on accounts of ninety-five (95%) percent of the value monthly.

Owners may hold bids forty-five (45) days without acting upon them. PSJA ISD will evaluate bids for consideration. PSJA ISD reserves the right to reject any or all bids.

Mr. Larry Doeppenschmidt, CTSBS
Director of Purchasing
{956} 354-2000 x 1124

(Published in the Advance News Journal on Nov. 13 and Nov. 20, 2013.)

## LEGAL NOTICE

### PUBLIC HEARING

County of Hidalgo
District Clerk Office
Records Archive Fee

In accordance with House Bill 1513 enacted by the Legislature of the State of Texas, during the 83rd Regular Session, the District Clerk Office hereby proposes to impose the following:

Records Archive - $10.00
Records Management & Preservation Fee - $10.00

This fee shall become effective January 1, 2014, and will expire on September 1, 2019.

The public hearing will be held on Tuesday, December 3, 2013 at 9:30 am during Hidalgo County Commissioners' Court meeting at the City of Edinburg Council Chambers, 415 W. University Drive, Edinburg, Hidalgo County, Texas.

(Published in the Advance News Journal on November 13, 2013.)

**Zimbra** **monica.badillo@co.hidalgo.tx.us**

**Re: A-41857 - concerns**

**From :** Manuel Chapa <manuel.chapa@co.hidalgo.tx.us> Wed, Nov 27, 2013 10:01 AM

**Subject :** Re: A-41857 - concerns

**To :** Monica Badillo <monica.badillo@co.hidalgo.tx.us>, Veronica Ortiz <veronica.ortiz@co.hidalgo.tx.us>

Good morning

Please attach the email below to AI# 41857

Thanks

**Manuel Chapa**

---

**From:** "Ricardo Contreras" <ricardo.contreras@co.hidalgo.tx.us>
**To:** "Manuel Chapa" <manuel.chapa@co.hidalgo.tx.us>
**Sent:** Wednesday, November 27, 2013 9:57:15 AM
**Subject:** Fwd: A-41857 - concerns

Good morning Manuel!

Below is the email confirmation regarding legal's review and approval of the agenda item set for December 3rd. Please let me know if you have any questions or require additional information.

---

**From:** "Victor M. Garza" <victor.garza@da.co.hidalgo.tx.us>
**To:** "Ricardo Contreras" <ricardo.contreras@co.hidalgo.tx.us>
**Sent:** Tuesday, November 26, 2013 4:21:43 PM
**Subject:** RE: A-41857 - concerns

Mr. Contreras,

Thank you for your request. The District Clerk Record Archives Preservation and Restoration Plan is in compliance with the requirements of HB 1513, and Texas Government Code 51.305 (as amended).

Should you have any additional questions, please don't hesitate to call.

Respectfully,

**Victor M. Garza**
*Assistant District Attorney*
County Affairs Section
**Office of the District Attorney**
Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 318-2313 EXT. 3827
(956) 318-2079 FAX

victor.garza@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 victor.garza@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**
**********

---

**From:** Ricardo Contreras [mailto:ricardo.contreras@co.hidalgo.tx.us]
**Sent:** Tuesday, November 26, 2013 10:01 AM
**To:** victor garza
**Subject:** A-41857 - concerns

Good morning Victor:

As previously discussed, our office has made several revisions to the attached Records Archive Preservation & Restoration Plan, as recommended by the county auditor's office. The district clerk office resubmitted the agenda item (A-41857) currently scheduled for commissioners' court on Tuesday, December 3rd. It appears the auditor's office still has the following concerns with the plan:

1. **The plan does not specify the type of documents that make up the records archive.**

Please refer to the Executive Summary which includes the following:
*HB 1513 allows for temporary increases in the records archive fees and the records management and preservation fees charged by the district clerk for enhanced record management efforts, including the restoration and preservation of archived records which may include but is not limited to all case papers that are a part of:*

- *Civil and Family Law Cases*
- *Criminal Cases*
- *Juvenile Cases*
- *Historic Court Records (dated 1950 or earlier)*
- *Case papers in a case from any period that, because of its notoriety or significance, might possess enduring value*
- *Exhibits*

Additionally, Section 51.305, Government Code, already defines a "court document" as "any instrument, document, paper, or other record that the district clerk is authorized to accept for filing or maintenance."

**2.The plan does not specify the years of the documents the plan aims to preserve and restore.**

The district clerk office, through this plan, intends to preserve and restore **any** and **all** documents as

referenced in our Executive Summary and defined by Sec. 51.305, since the inception of the Hidalgo County District Clerk Office. Although we have documents predating the 1900's, our office would prefer to refrain from specifying dates in an effort to avoid excluding any years/documents not referenced in the plan.

Please advise. The budget office is also requesting confirmation that our office has consulted with legal regarding the auditor's concerns and any directive from legal to be included as part of the agenda item.

We appreciate any assistance you can provide. Please let me know if you have any questions or require additional information.

Ricardo Contreras
Chief of Administration & Public Information
Office of Laura Hinojosa
Hidalgo County District Clerk
956.289.7809
ricardo.contreras@co.hidalgo.tx.us
www.co.hidalgo.tx.us/districtclerk

**AI-41911** **Urban County** **10. A.**

**CC REGULAR**

**Meeting Date:** 12/03/2013

**Submitted For:** Lupita Garcia **Submitted By:** Mary Flores, URBAN COUNTY

**Department:** URBAN COUNTY

## Information

### CAPTION

1) Hold a Public Hearing to consider public comments for Hidalgo County Precinct No. 4's proposed budget and program amendment for fiscal years (2008, 2011 & 2012) to decrease Street Improvements funding and increase the Parks, Recreational Facility Improvements line item.

2) Requesting approval of a budget and program amendment for Hidalgo County Precinct No. 4 for fiscal years (2008, 2011 & 2012) to decrease the Street Improvements line item and increase Parks, Recreational facility improvements line item allowing for additional funding to the Sunflower Park Project.

### BACKGROUND

A Public Hearing was held on December 3, 2013, at 9:30 A.M. and citizen participation requirements have been met. Cancellation of the street improvements to Moises Flores Street and Owassa Road will increase the Parks, Recreational Facility Improvements allowing additional funding for the Sunflower Park project. The Sunflower Park project has a $620,514.80 allocated. The additional amount of $293,904.13 will increase the funding to a total to $914,418.93. The project is underway and funds have been encumbered for the purchase of playground equipment as well as for the architectural firm. The project is currently in the bidding stage of the construction phase.

## Attachments

Agenda backup

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 11/21/2013 03:41 PM |
| Purchasing Department | Monica Badillo | 11/27/2013 10:52 AM |

Form Started By: Mary Flores Started On: 11/20/2013 03:22 PM

Final Approval Date: 11/27/2013

# HIDALGO COUNTY PRECINCT NO. 4
# URBAN COUNTY PROGRAM

## BUDGET AND PROGRAM AMENDMENT

Published Wednesday, November 27, 2013

**In compliance with Community Development Block Grant (CDBG) requirements, the Hidalgo County Precinct No. 4 will conduct a Public Hearing to solicit input from interested parties on the Precinct's proposed Budget and Program Amendment to its Urban County Program Years 21, 24 & 25 (2008, 2011 & 2012.**

**The Public Hearing will be held on Tuesday, December 3, 2013 at 9:30 a.m. at County Commissioner's Court located at 415 W University Drive in Edinburg, Texas 78539.**

**Following is the proposed Budget and Program Amendment for consideration:**

| Existing Budget | Fiscal Year 21 (2008) Activities | Proposed Budget |
|---|---|---|
| $311,477.09 | Street Improvements ($6,672.51) | $304,804.58 |
| $ 15,130.11 | Parks, Recreational Facility Improvements +$6,672.51 | $ 21,802.62 |
| **$326,607.20** | **TOTAL** | **$326,607.20** |

The proposed budget & program amendment will decrease the Street Improvements line item and increase the Parks, Recreational Facility improvements line item to allow for additional funds in the amount of $6,672.51 for the development of Sunflower Park. This is an already environmentally cleared multi-year funded project.

| Existing Budget | Fiscal Year 24 (2011) Activities | Proposed Budget |
|---|---|---|
| $257,149.63 | Street Improvements (123,277.03) | $133,872.60 |
| $ 15130.11 | Parks, Recreational Facility Imp. +123,277.03 | $138,407.14 |
| **$272,279.74** | **TOTAL** | **$272,279.74** |

The proposed budget & program amendment will decrease the Street Improvements line item and increase the Parks, Recreational Facility improvements line item to allow for additional funds in the amount of $123,277.03 for the development of Sunflower Park. This is an already environmentally cleared multi-year funded project

| Existing Budget | Fiscal Year 25 (2012) Activities | Proposed Budget |
|---|---|---|
| $250,685.00 | Street Improvements ($163,954.59) | $ 86,730.41 |
| $ 96295.07 | Parks, Recreational Facility Imp. + $163,954.59 | $260,249.66 |
| **$346,980.07** | **TOTAL** | **$346,980.07** |

The proposed budget & program amendment will decrease the Street Improvements line item and increase the Parks, Recreational Facility improvements line item to allow for additional funds in the amount of $163,954.59 for the development of Sunflower Park. This is an already environmentally cleared multi-year funded project.

The Precinct would also like to cancel out two street projects from the UCP Work plans. The Streets projects on Moises Flores Street and Owassa Road will be deleted from the UCP Work plans and will be undertaken at a later date utilizing Precinct No. 4 funding. This change is due to right-of-way issues that will take an extended amount of time to clear before the project can be completed. The Precinct feels that the UCP funding can be utilized in a more timely manner if the park project is completed.

Accommodations for individuals with handicaps shall be provided upon request.

Presentation can be made in English or Spanish by public request.

For more information, please come by our office or call (956) 383-3112. Written comments may be forwarded to:

**Hidalgo County Commissioner Joseph Palacios**
**1051 N. Doolittle Road**
**Edinburg, Texas 78542**

**CONDADO DE HIDALGO PRECINTO NO. 4**
**PROGRAMA URBANO DEL CONDADO HIDALGO**
**PRESUPUESTO Y MODIFICACIÓN DEL PROGRAMA**

**Publicado: el dia 27 de noviembre, del añ0 2013.**

En cumplimiento de los requisitos de Programa del desarrollo comunitario de beca de bloque (CDBG), el Condado de Hidalgo, Precinto # 4 llevará a cabo una audiencia pública para solicitar la opinión de las partes interesadas en el Presupuesto de el proyecto del Precinto #4 y la modificación del Programa Urbano del Condado Hidalgo, para Los años fiscales # 21, 24 & 25 (2008, 2011 & 2012).

*La audiencia pública se llevará a cabo el* ***Martes, dia 3 de deciembre 2013*** ***a las 9:30 am en la Corte de Comisionados del Condado ubicado en 415 W University Drive en Edinburg, Texas 78539.***

*A continuación se presenta el presupuesto de el projecto y la modificacion del Programa para su consideración:*

| **Existentes Propuesto** | **Lista de actividades** | **Presupuesto Propuesto** |
|---|---|---|
| $311,477.09 | Mejoras de Calles (-6,672.51) | $304,804.58 |
| $ 15,130.11 | Mejoras de Parques +$6,672.51 | $ 21,802.62 |
| **$326,607.20** | **TOTAL** | **$326,607.20** |

*La enmienda del presupuesto y programa propone eliminar los proyectos ya financiados, de mejoras de calles y crear un proyecto adicional para completar las mejoras de parques del parque Sunflower. Se trata de un proyecto financiado multianual y el medio ambiente aprobado.*

| **Existentes Propuesto** | **Lista de actividades** | **Presupuesto Propuesto** |
|---|---|---|
| $257,149.63 | Mejoras de Calles ($123,277.03) | $133,872.60 |
| $ 15130.11 | Mejoras de Parques +$123,277.03 | $138,407.14 |
| **$272,279.74** | **TOTAL** | **$272,279.74** |

*La enmienda del presupuesto y programa propone eliminar los proyectos ya financiados, de mejoras de calles y crear un proyecto adicional para completar las mejoras de parques del parque Sunflower. . Se trata de un proyecto financiado multianual y el medio ambiente aprobado.*

| **Existentes Propuesto** | **Lista de actividades** | **Presupuesto Propuesto** |
|---|---|---|
| $250,685.00 | Street Improvements ($163,954.59) | $ 86,730.41 |
| $ 96295.07 | Parks, Recreational Facility Imp. + $163,954.59 | $260,249.66 |
| **$346,980.07** | **TOTAL** | **$346,980.07** |

*La enmienda del presupuesto y programa propone eliminar los proyectos ya financiados, de mejoras de calles y crear un proyecto adicional para completar las mejoras de parques del Parque Sunflower. . Se trata de un proyecto financiado multianual y el medio ambiente aprobado.*

El Precinto también desea cancelar dos proyectos de la calle de los planos de trabajo de UCP. Los proyectos de Calles Moises Flores y Calle Owassa se eliminarán de los planos de trabajo de UCP y se llevarán a cabo en una fecha posterior utilizando los fondos del Precinto No. 4. Este cambio se debe a cuestiones de derecho de vía, que tendrá una cantidad de tiempo extendida antes de que el proyecto puede ser completado. El Precinto considera que los fondos de UCP se pueden utilizar de una manera más oportuna, si se completa el proyecto del parque.

*Alojamiento para las personas con discapacidad se puede proporcionar a petición.*

Las presentaciones se haran en espanol o ingles para aquellas personas que asi lo deseen.

*Para obtener más información, por favor venga a nuestra oficina o llame al (956) 313-3112 Los comentarios escritos pueden enviarse a:*

**Comisionado del Condado de Hidalgo Joseph Palacios**
**1051 North Doolittle Road**
**Edinburg, Texas 78542**

**AI-41917** **Urban County 10. B.**

**CC REGULAR**

**Meeting Date:** 12/03/2013

**Submitted For:** Michelle Mendoza **Submitted By:** Mary Flores, URBAN COUNTY

**Department:** URBAN COUNTY

## Information

### CAPTION

Approval of a Resolution for appointment of Diana R Serna as the Section 504, Equal Opportunity/Fair Housing and Labor Standards Officer designated to coordinate compliance for the Urban County Program regarding nondiscrimination requirements implementing Section 504, Equal Opportunity/Fair Housing and Labor Standards.

### BACKGROUND

As required by HUD and the State of Texas, the County of Hidalgo is appointing an employee of the County, Diana R. Serna, as the designated Section 504, Equal Opportunity/Fair Housing and Labor Standards officer. This appointment assigns Ms. Serna to oversee compliance and ensure that the County does not discriminate on the basis of handicap status in the admission or access to, or treatment or employment, in its federally assisted program activities. Therefore, Diana R. Serna has been recommended as the designated employee. Appointment and Designation Forms are attached.

## Attachments

Agenda Backup

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 11/21/2013 03:58 PM |
| Purchasing Department | Monica Badillo | 11/27/2013 10:52 AM |

Form Started By: Mary Flores Started On: 11/20/2013 04:52 PM

Final Approval Date: 11/27/2013

# RESOLUTION

**A RESOLUTION OF THE COMMISSIONERS' COURT OF THE COUNTY OF HIDALGO, TEXAS, FOR THE DESIGNATION OF THE COORDINATION AND COMPLIANCE OFFICER FOR SECTION 504, EQUAL OPPORTUNITY/FAIR HOUSING AND LABOR STANDARDS FOR ALL PROJECTS UNDERTAKEN BY THE HIDALGO COUNTY URBAN COUNTY PROGRAM**

**WHEREAS, Section 504 of the Rehabilitation Act of 1973 requires accessibility for persons with disabilities and prohibits discrimination based on physical handicap; and**

**WHEREAS, Executive Order 11246 Equal Employment Opportunity provides that there shall be no discrimination in employment under federally assisted construction activities; and**

**WHEREAS, the U.S. Department of Housing and Urban Development continues to enforce the Fair Housing Act, to ensure all Americans have the right to access housing regardless of race, color, sex, religion, national origin, family status or disability; and,**

**WHEREAS, as predetermined by the Secretary of Labor in accordance with the Davis-Bacon Act to all laborers and mechanics employed in the development of any part of the housing and contracts involving their employment shall be subject to the applicable provisions of the Contract Work Hours and Safety Standards Act**

**NOW THEREFORE, IT IS HEREBY RESOLVED AND ORDERED BY THE COMMISSIONER'S COURT OF THE COUNTY OF HIDALGO, TEXAS:**

**That Diana R. Serna is hereby appointed as the coordination and compliance officer for the Section 504, Equal Opportunity/Fair Housing and Labor Standards regarding non-discrimination requirements.**

**Passed and Approved this 3RD Day of December 2013.**

Ramon Garcia, Hidalgo County Judge

A.C. Cuellar Jr., Commissioner Precinct #1

ATTESTED BY:

Hector Palacios, Commissioner Precinct #2

Arturo Guajardo, Jr.
Hidalgo County Clerk

Joe M. Flores, Commissioner Precinct #3

Joseph Palacios, Commissioner Precinct #4

# Appointment of Labor Standards Officer

**A701**

(Submit form to **Labors@TexasAgriculture.gov** )

Grant Recipient: Hidalgo County Contract No: 712013

I, Ramon Garcia (Print / County Judge) hereby appoint Diana R. Serna (Print Name)

as the Labor Standards Officer for the aforementioned contract. The appointed Labor Standards Officer is assigned to oversee the labor portion of the contract and will be responsible for assuring compliance with all requirements under **Chapter 7 of the TxCDBG Project Implementation Manual**.

| | | | | | |
|---|---|---|---|---|---|
| Appointed Labor Standards Officer Name: | Diana R. Serna | | | | |
| Address: | 3304 W. Alberta Rd | | | | |
| City: | Edinburg | State: | TX | Zip: | 78539 |
| Telephone Number: | 956-787-8127 | Fax Number: | 956-787-5291 | | |
| Email Address: | diana.serna@ucp.co.hidalgo.tx.us | | | | |

I acknowledge the appointment and duties of Labor Standards Officer.

Signature: _____ (Labor Standards Officer) Date: _____

Appointed by: Ramon Garcia (Print / County Judge) Title: Hidalgo County Judge

Signature: _____ (County Judge) Date: _____

A1008

# Designation Form for Section 504 Equal Opportunity/Fair Housing Officer

City/County: Hidalgo County TxCDBG Contract # 712013

Address: 3304 W Alberta Rd

Edinburg TX 78539

Telephone Number: (956) 787-8127

**********

I, **Ramon Garcia, Hidalgo County Judge**, do hereby appoint **Diana R. Serna, Urban County Program Director**, as the Fair Housing/Equal Opportunity/Section 504 Standards Officer for the **County of Hidalgo**. The Fair Housing/Equal Opportunity/Section 504 Standards Officer shall be responsible for the oversight and compliance of fair housing and equal opportunity activities to be performed by the **County of Hidalgo**, as required by the Texas Community Development Block Grant Program Contract No. DRS016800.

The Fair Housing/Equal Opportunity/Section 504 Standards Officer is responsible for being familiar with and adhering to all civil rights laws and regulations pertaining to the Texas Community Development Block Grant Program, including those described in the TxCDBG Implementation Manual and those listed in Exhibit D of the TxCDBG contract.

Fair Housing/Equal Opportunity/Section 504 Standards Officer: _____
*(Signature)*

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Appointed by: _____ Date: _____
*Ramon Garcia, Hidalgo County Judge*

**AI-41919** **Urban County 10. C.**

**CC REGULAR**

**Meeting Date:** 12/03/2013

**Submitted For:** Guadalupe Garcia **Submitted By:** Mary Flores, URBAN COUNTY

**Department:** URBAN COUNTY

## Information

### CAPTION

Requesting authorization to dispose of Community Development Block Grant records for Program Years 1999 thru 2008

### BACKGROUND

The Urban County Program wishes to have the boxes listed on Exhibit "A" disposed of.
Federal regulations governing record retention require that records be maintained for 4 years from the date of submission of the grantee's CAPER in which the specific activity is reported for the last time (date of close-out). The records to be disposed of include Administration, CDBG and Financial file records.

## Attachments

1

2

3

revised last pg

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 11/21/2013 03:59 PM |
| Purchasing Department | Monica Badillo | 11/27/2013 10:52 AM |

Form Started By: Mary Flores Started On: 11/20/2013 05:05 PM

Final Approval Date: 11/27/2013

**ADMINISTRATION**
**BOXED FILES**

| BOX # | DESCRIPTION | YEAR | |
|---|---|---|---|
| 2 | The Monitor Advertisements & Articles | 2002 | |
| 2 | The Monitor Advertisements & Articles | 2003 | |
| 2 | The Monitor Advertisements & Articles | 2004 | |
| 2 | The Monitor Advertisements & Articles | 2005 | |
| 2 | The Monitor Advertisements & Articles | 2006 | |
| 2 | The Monitor Advertisements & Articles | 2007 | |
| 4 | Allocation 1998 - 2005 Budget Amendment 2000 - 2001 | 2005 | |
| 4 | Budget Forecast | 1998 | |
| 4 | Budget Forecast | 1999 | |
| 4 | Budget Forecast | 2000 | |
| 4 | Administration Agenda Items | 2001 | |
| 4 | Advertisement File | 2000 | |
| 4 | Affordable Housing Magazines | 2002 | |
| 4 | Affirmative Fair Housing Marketing Plan | 2002 | |
| 4 | HC Agriculture Development Corporation | 1988 | |
| 4 | Amending Budget Procedures | 1991 | |
| 4 | Allocations UCP | 1991-1993 | |
| 4 | Allocations UCP | 1991-1992 | |
| 4 | UCP Administration Budget | 1995 | |
| 4 | Grant Agreement & Funding Approval CDBG Home | 1996 | |
| 4 | HCWDB Colonia Consultants | 1996 | |
| 4 | TWDB Subdivisions Regulations Correspondence | 1993 | |
| 4 | EPA Project CWTAP Work Plan | 1993 | |
| 4 | Grant Agreement & Funding Approval CDBG & Home | 1996 | |
| 4 | County wide CDBG Budget | 1995-1998 | |
| 4 | Grant Agreement & Funding Approval CDBG & HOME | 1997 | |
| 4 | Budget Amendment Countywide | 1997 | |
| 4 | UCP Year 10 Allocation | 1997-1998 | |
| 4 | UCP Year 11 Allocation | 1998 | |
| 4 | UCP Administrative Budget | 1997-1988 | |
| 4 | UCP Administrative Budget | 1998-1999 | |
| 4 | FY 1993 CDBG Entitlement | 1993-1994 | |
| 4 | Funding Approval and Grant Agreement | 1993 | |
| 4 | Asset Transfer Agreement HC UCP City of Pharr | 1993 | |
| 4 | Funding Approval and Grant Agreement | 1994 | |
| 4 | Fiscal Year CDBG Entitlement Program Allocation & Statement Subm | 1994 | |
| 4 | CPS Strategy Calendar | 1999 | |
| 4 | CPS One Year Action Plan | 1999 | |
| 4 | Alton UCP Program Policies and Procedures | 1999 | |
| 4 | Apartments El Patrimonio Apartments | 1999 | |
| 4 | Apartments La Estrella, Pharr, Texas | 2002 | |
| 4 | Apartments Pueblo de Vida, Weslaco, Texas | 2002 | |
| 4 | Apartments Valley View Apartments | 2001 | |
| 4 | Apartments La Estancia Apartments | 2001 | |
| 4 | Application for HUD Colonia Initiatives Funding | 1999 | |
| 4 | Articles of Incorporation of HC UCP Conference | 1997 | |
| 4 | Internal Audit Hidalgo County Auditor | 1999-2000 | |
| 4 | CDBG Internal Audit on Compliance of the CDBG Program | 2000 | |
| 4 | Year End Request for Information by Indep. Auditors | 2000 | |
| 4 | Antonio Barbosa Rehabilitation Case Referred by Con. R. Hinojosa | 2001 | |
| 4 | Budget Amendments Forms | 1990 | |
| 4 | CAPER | 1996 | |
| 4 | CAPER | 1999 | |
| 4 | Certification of Consistency with Comp Housing Affordability | 1995 | |
| 4 | Certification of Consistency with Consolidated Plan | 1996 | |
| 4 | Certification of Consistency with Consolidated Plan | 1997 | |
| 4 | Certification of Consistency with Consolidated Plan | 1998 | |
| 4 | Certification of Consistency with Consolidated Plan | 1999 | |
| 4 | Certification of Consistency with Consolidated Plan | 2000 | |
| 4 | Certification of Consistency with Consolidated Plan | 2001 | |
| 4 | Amancio Garza - Letter of Concern - HOME Termites | 2000 | |
| 4 | Certification of Consistency with the Consolidated Plan | 2002 | |
| 4 | Citizen Complaint | 1999 | |

**ADMINISTRATION**
**BOXED FILES**

| BOX # | DESCRIPTION | YEAR | |
|---|---|---|---|
| 4 | Mothers and Families of the Colonias del Valle Complaint | 1999 | |
| 4 | City of Palmhurst - Request for Information | 2001 | |
| 4 | Colonia Comprehensive Program Planning Project | 2001 | |
| 4 | TCBP Network Group Colonia Initiatives Program | 2001 | |
| 4 | Community Action Council of South Texas Jorge A Zamora | 2001 | |
| 4 | Complaint - City of Alton - Elisa Olivo | 2000 | |
| 4 | Complaint - from Avance - Regarding Public Hearing | 2000 | |
| 4 | Complaint - Gilbert Reyna | 2001 | |
| 4 | Consultants | 2002 | |
| 4 | Housing Authority of the County of Hidalgo, Continuum of Care | 2000 | |
| 4 | Contracts Agreements | 1999 | |
| 4 | Contract Green Valley Estates Partners LTD | 1999 | |
| 4 | CPS 2002 Action Plan | 2002 | |
| 4 | Uniform Administrative Requirements for Grants and Agreements | 1999 | |
| 4 | Development of Housing Corporations of Hidalgo County | 2001 | |
| 4 | Environmental Summary - City of Elsa - Clearance & Demolition | 2001 | |
| 4 | HVM Elsa II, LTD Site Survey Map | 1997 | |
| 4 | Freezing of Urban County funds | 1997 | |
| 4 | EPA's Regulatory Reinvention Report Reinventing Envir. Regulations | 1995 | |
| 4 | Grant Agreement Performance Report | 1994 | |
| 4 | Grantee Performance Report | 1995 | |
| 5A | Chase Bank Statements - Hidalgo Co. Housing Finance Corp., Valley Mortgage Co. | 1997-2001 | |
| 5A | Family Loan Applications with Valley Mortgage C. | 1997-2001 | |
| 5B | File -1 Personnel Files | | |
| 5B | Magdalena Cazares/Arturo Granados/Linda Sandoval | | |
| 5B | File -2 Home | | |
| 5B | Forms & Documents/Organ. Chart/Annual Housing Rept. | | |
| 5B | File - 3 Urban County Prog. | | |
| 5B | Organizational Chart/Employee Reviews/TONYA Analysis | | |
| 5B | Misc. Notes & Memos/Budget Wages | | |
| 5B | File -4 Interlocal Agreement | | |
| 5B | CDBG Contracts/Coop. Agreement Cities November | 2000 | |
| 5B | File -5 HUD County Participants | | |
| 5B | File -6 Community Dev. Adv. Council Meeting February 8, 2001 | 2001 | |
| 5B | Comm Devel. Council Meeting CityOfMission | 1/25/1990 | |
| 5B | File- 7 Hidalgo/Willacy Finc. Corp. | | |
| 5B | TEFRA Hearing/Resolutions/Agenda/Bonds/Articles of Incorp & By Law | | |
| 5B | & Miscellaneous | | |
| 5B | File 8 - City of Granjeno | | |
| 5B | Misc. Memos/Funds | | |
| 5B | File 9- CDBG Proposed 2001 / Proposed Allocations | 2001 | |
| 5B | File 10- Housing Auth City of Houston | | |
| 5B | File 11- Proposed Budget | 2001-2002 | |
| 7 | Video: "Perc Rite" Waste Water System, Inc. (404)921-0022 (800)828-9045 | Video | |
| 7 | Hidalgo County MPO LRGVDC Memo Policy Committee Meeting Nov 24,1998 | Binder | |
| 7 | Hidalgo County MPO LRGVDC Memo Policy Committee Meeting Nov 24,1998 | Binder | |
| 7 | Match Frame Post Prod. Project May23,1994/Partnering Workshop/Wastewater | Video | |
| 7 | Wastewater System, Inc. Evaluation of Hydraulic Loading/PercRite System | *Jul-94* | |
| 7 | WWS: Design Guidelines & Manual/Process Desc Large Flows/Comm./Central | | |
| 7 | Rio Grande Valley Regional Mobility Plan/TXDOT Proj Devl Plan 1994/Exhibit A | *Sept. 1996* | |
| 7 | MPO Resolutions 94-5 Amendments to F494 TIP COPY | *Feb. 22, 1994* | |
| 7 | MPO Transit Study/Expectations of Needs assessment Study | | |
| 7 | HC Metropolitan Planning Organization Mngt System Report | *Summer 1995* | |
| 7 | Regional Mobility Taskforce/Executive summary/Memo/LocalRoadwaysCOE | *Sept. 1991* | |
| 7 | Map/Draft/Dec18,1991/Pharr District/PlanUpdateInfrastructureAnalysis | 1991 | |
| 7 | MPO Transportations Planning Director Resumes for employees/Memo | | |
| 7 | National highway System/Map/Correspondence/ | | |
| 7 | TXDOT Public Hearing Oct27,1994/AustinTX/Testimony/Project Process/Agenda | 1994 | |
| 7 | TXDOT PublicHearingAirports/Conference Report/FacilitiesPlanRegions/Statement | *Apr-93* | |
| 7 | MPO Technical Committee by laws/Letter/Memo/Advisory Statements Principals | *7-Sep-95* | |
| 7 | LRGVDC/PuttingThePiecesTogetherNewsletter(English&Spanish) Vol.4No.1 | *Spring 1998* | |
| 7 | PharrEconomicDevlCorp/InterlocalAgreementsI-69Project/AgendaItems07/01/1997 | *Feb. 1998* | |
| 7 | Invoices/Correspondence/Recipients/ | | |

**ADMINISTRATION**
**BOXED FILES**

| BOX # | DESCRIPTION | YEAR | |
|---|---|---|---|
| 7 | HC MetropolitanPlannOrgn.Meeting/LRGVDCOffice/SystemReportSummer1997 | *Jan 6,1998* | |
| 7 | I-69 Project/AllianceforInterstate69Texas/Certificate/FaxedMemos/Index/ | *Jan-97* | |
| 7 | Issues affecting the Development of I-69/ExecutiveSummary/Faxed Recipient/Manual | *1995* | |
| 7 | Alliance for Interstate 69 Membership 1997/Corresp./Memo/RoutingSlip/Invoice | *Sept. 1997* | |
| 7 | I69 Initiative Meeting/Nov 6,7,8 at SPI,Tx/Step21 Principals/Rodney Slater Hwy Admin | *6/1/1996* | |
| 7 | letter of Confirmation for meeting/Invitation for guests/ | | |
| 7 | I69 Initiative Meeting/March18,1997@Terminal C of Houston Inter. Airport | *Mar-97* | |
| 7 | Accomplishments 94-98/BoardofDirectors/ReauthorizationArticles/ItineraryDirector | *1994 - 1998* | |
| 7 | Alliance for I69 Texas Correspondence/FaxIncomingCorresp./MeetingInvitation/ | *Oct-96* | |
| 7 | I69 Project /Events Ads/ Meeting free trade/ Memo/ Annual State Meetings/ Contents | *1996* | |
| 7 | Contents/Committee/Alliancefori-69/ | | |
| 7 | SouthTxBorderPartnershipMeeting/Feb26,1998/Edinburg,TX/Memo/ | *1998* | |
| 7 | SouthTexasBorderPartnershipMeeting/Nov18,1996/Pharr,Tx/Revised Memo | *1996* | |
| 7 | SouthTexas Border Partnership/Recipient/Status Report | | |
| 7 | I69 Fiscal Notes | | |
| 7 | I69 General Correspondence/Memos/Faxes/Provisions Equity Act | *1998* | |
| 7 | Metropolitan Planning Organization/COPharrletter/COWeslacoMemo/Agenda/ | | |
| 7 | Federal Legislation/StateLegislation/Local MPO ByLaws/Metropolitan Planning Orgnz. | | |
| 7 | Amendment#1 (change) /Traffic Impv. Plan/Unified Work Plan/Misc/CO Pharr Interview | | |
| 7 | Feb.23,1994Us/281 International Bridge Manual/ | *1994* | |
| 7 | MPO Long RangePlan/LRGVDC Memo Traffic Area Zone/Sample Request/Working Draft | *Oct. 2, 1996* | |
| 7 | HCMPO_Pavement Condition Data Coll & Mgmt Implementation/Demonstration Program | | |
| 7 | Disk/MPO Opportunity to Participate Letter | | |
| 7 | MPO Transit Study Meeting May22,1996 Conference Room/MPOBLDG/LRGVDC Memo | *5/22/1996* | |
| 7 | Charts & Graphs/SystemPlans/IndexSurvey/ | | |
| 7 | HC Thorough fare Plan Study/Agenda/PublicMeeting/Introduction/SummaryReport/ | *Feb.3,1995* | |
| 7 | Memo/Table Standards/Chart/Maps/ | | |
| 7 | Pavement Mgmt System/LRGVDC Memo & Routing Slip/Table of Contents/Proposal | *Oct.11,1995* | |
| 7 | FTA/FHWA Certification/HC Metropolitan Planning Organization&TxDot/ | *Jan.25,1996* | |
| 7 | HigherEducationTransitStudy/ LRGVDCDraftFinalReport/MPOPhase2Study | *12-Jun-95* | |
| 7 | UnifiedRioGrandeValleyRegionalMobilityPlan2016/Memo/Meeting/Manual Booklet | *Nov 20,1996* | |
| 7 | HighwayFunctionalClassification(Concepts,Criteria&Procedures)Manual Revsd. | *Mar-89* | |
| 7 | Transp.BriefingSession/McAllenEconomicDevelopmentCorporation/TradeZone | *Jan. 27, 1997* | |
| 7 | RioGrandeValleyRegionalMobilityTaskForceEconomicDevelopmentProgramAgreement | *1997* | |
| 7 | HC MPO Resolution Budget Amendment Memo/Resoultion/Contents 6/25&7/02 | *1996* | |
| 7 | RGV MobilityPlan/ Reception/Agenda Request & Backup/Memo/ProposedBudget | *Oct-96* | |
| 7 | PavementMngtSystemInterviews/LRGVDC/McallenTx/Memo | *10-Jan-96* | |
| 7 | MPO TownHall PublicHearing/EdinburgAuditorium/Edinburg,TX/Meeting | *29-Feb-96* | |
| 7 | Examining Congestion Pricing Implementation Issues/Maps/Graphs/Charts/ | *No.6 Dec1992* | |
| 7 | Transit For Phase II Implementation LRGVDC/MeetingNotice | *26-Jan-98* | |
| 8 | TAX ABATEMENT PANASONIC SERVICES COMPANY UNIT OF MATSUSHITA ELECTRIC CORPORATION | 2000 | To Judge's Office |
| 8 | Inland Container Corporation | 1990 | To Judge's Office |
| 8 | Abasto Corporation | 1992 | To Judge's Office |
| 8 | Orchid Mfg. McAllen, Inc. | 1995 | To Judge's Office |
| 8 | MNCH Holdings Inc. / L&L Mfg. Co. of California | 1997 | To Judge's Office |
| 8 | American National Power Inc. | 1998 | To Judge's Office |
| 8 | ATS Precision Components Texas, Inc. | 1999 | To Judge's Office |
| 8 | TAX ABATEMENT Agreement between Hidalgo County and Matsushita Real Estate Corporation of | 3/13/2000 | To Judge's Office |
| 8 | CCC agenda - Caption: Approval of an order designating certain real property within the | 3/13/2000 | To Judge's Office |
| 8 | CCC agenda - Caption: Approval of an agreement between County of HIdalgo and Matsushita Real | 3/13/2000 | To Judge's Office |
| 8 | An Order Designating Certain Real Property within unincorporated Hidalgo County as a reinvestment | 3/13/2000 | To Judge's Office |
| 8 | Memorandum from Office of Hidalgo County Judge (Eloy Pulido) requesting a Tax Abatement copy | 10/25/2000 | To Judge's Office |
| 8 | Fax from Keith A. Patridge (McAllen Economic Development) to Betty Castro (UCP secretary) | 3/3/2000 | To Judge's Office |
| 8 | Letter faxed from MRECA Matsushita Real Estate Corporation of America indicating that Mitsuo | 3/2/2000 | To Judge's Office |
| 8 | Copy of Advertisement in the Monitor Newspaper "Notice to Intention to Designate a reinvestment | 3/11/2000 | To Judge's Office |
| 8 | CCC agenda - Caption: Public Hearing considering the passage of an Order Designation as a | 3/13/2000 | To Judge's Office |
| 8 | Letter to Taxing Entity: City of McAllen | 3/6/2000 | To Judge's Office |
| 8 | Letter to Taxing Entity: Sharyland ISD | 3/6/2000 | To Judge's Office |
| 8 | Establish a consolidated product renewal center in McAllen, TX indicating job listing and title | | To Judge's Office |
| 8 | Panasonic Renewal facility, McAllen, TX | 2/9/2000 | To Judge's Office |
| 8 | Non-Annexation Agreement between: Panasonic services company unit of Matsushita Electric | 2/4/2000 | To Judge's Office |
| 8 | Tax Abatement checklist | | To Judge's Office |
| 8 | Tax Abatement Forms and Guidelines Folder | | To Judge's Office |

**ADMINISTRATION**
**BOXED FILES**

| BOX # | DESCRIPTION | YEAR | |
|---|---|---|---|
| 8 | Tax Abatement Agreements | blk forms | To Judge's Office |
| 8 | Tax Abatement Registry "Assigned, Modified or Cancelled Agreement" | blk forms | To Judge's Office |
| 8 | Enterprise Zone or Reinvestment Zone Registry | blk forms | To Judge's Office |
| 8 | Letter from Montalvo & Ramirez (Attorneys at Law) addressed to Anthony Covacevich (attached: | 8/9/2000 | To Judge's Office |
| 8 | Guidelines and Criteria for Granting Tax Abatements in Reinvestment and Enterprise Zones | 8/22/2000 | To Judge's Office |
| 8 | CCC Agenda: (Caption) Approval of Guidelines and Criteria for granting tax abatements to entities in | 3/21/2000 | To Judge's Office |
| 8 | Attached to agenda 3/21/2000: Guidelines for Criteria for Granting Tax Abatements in Reinvestment | | To Judge's Office |
| 8 | Fax cover from Atlas & Hall, L.L. P. Attached is the draft of the Guidelines and Criteria for Granting | 3/16/2000 | To Judge's Office |
| 8 | CCC Agenda: (Caption) Approval of the amended Guidelines and Criteria for Granting Tax | 3/31/1998 | To Judge's Office |
| 8 | Tax Abatement Agreements prepared by Atlas & Hall, LLP (Attached: Guidelines and Criteria for | 3/6/2000 | To Judge's Office |
| 8 | Memo to J Edgar Ruiz, County Judge From: Anthony Covacevich Subject: Approval of Criteria and | 9/9/1994 | To Judge's Office |
| 8 | Resolution adopting Guidelines and Criteria for Granting Tax Abatement in Reinvestment and | 9/27/1994 | To Judge's Office |
| 8 | Letter from Atlas & Hall (McAllen) Tax Abatement Agreement Guidelines and Criteria | 9/7/1994 | To Judge's Office |
| 8 | Resolution adopting Guidelines and Criteria for Granting Tax Abatement in Reinvestment and | Aug-92 | To Judge's Office |
| 8 | Tax Abatement Registry " New Agreement" | 3/20/1998 | To Judge's Office |
| 8 | Letter from Comptroller of Public Accounts addressed to Dr. Robert C . Schumacher, McAllen ISD | 2/27/1998 | To Judge's Office |
| 8 | State of Texas - Department of Commerce (Letter) regarding annual forms to report all new | 3/14/1997 | To Judge's Office |
| 8 | Letter from Comptroller of Public Accounts addressed to Renato A Cuellar , Hidalgo County Judge | 3/4/1999 | To Judge's Office |
| 8 | Letter from McAllen ISD addressed to Mr. Armando Barrera requesting that Mr. Barrera complete the | 3/11/1998 | To Judge's Office |
| 8 | Free port Exemption | | To Judge's Office |
| 8 | 2001 Abated Records | 4/5/2001 | To Judge's Office |
| 8 | Letter from County Judge office - Eloy Pulido addressed to Joe Garza, UCP Director requesting | 9/19/2000 | To Judge's Office |
| 8 | Tax Abatement American National Power Inc. | 1998/1999 | To Judge's Office |
| 8 | Application - Edinburg Energy Limited Partnership (company) | 5/21/1998 | To Judge's Office |
| 8 | Letter American National Power addressed to UCP submitting application | 5/21/1998 | To Judge's Office |
| 8 | CCC Agenda Item: Approval of an amendment to the Tax Abatement Agreement between County of | 11/9/1998 | To Judge's Office |
| 8 | CCC Agenda Item: Approval of an agreement between County of Hidalgo and Edinburg Energy | 6/30/1998 | To Judge's Office |
| 8 | Maps | | To Judge's Office |
| 8 | CCC Agenda Item: Public hearing considering the passage of an order designation as a reinvestment | 8/4/1998 | To Judge's Office |
| 8 | Publisher's Affidavit (The Monitor) Notice to Intention to Designate a Reinvestment Zone in | 6/26/1998 | To Judge's Office |
| 8 | Copy of Advertisement in the Monitor Newspaper "Notice to Intention to Designate a Reinvestment | 6/26/1998 | To Judge's Office |
| 8 | Letters from UCP to Taxing Entities: City of Edinburg | 11/4/1998 | To Judge's Office |
| 8 | Letters from UCP to Taxing Entities: Edinburg ISD | 11/4/1998 | To Judge's Office |
| 8 | Incoming Correspondence from: American National Power | 4/6/1999 | To Judge's Office |
| 8 | TAX ABATEMENT ATS PRECISION COMPONENTS TEXAS, INC. | FOLDER | To Judge's Office |
| 8 | Tax Abatement Application: ATS Precision Components Texas, Inc. | 8/27/1998 | To Judge's Office |
| 8 | Hidalgo county Time Schedule for Reinvestment Zone Designation | 8/4/1992 thru | To Judge's Office |
| 8 | CCC Agenda Item: Memo addressed to County Judge: Approval of a Resolution adopting | 8/10/1992 | To Judge's Office |
| 8 | Resolution: Adopting guidelines and criteria for granting tax abatement in reinvestment zones | 8/10/1992 | To Judge's Office |
| 8 | Newspaper Notice: Notice of Intention to Designate a reinvestment zone in unincorporated Hidalgo | | To Judge's Office |
| 8 | An order adopting guideliens and criteria for granting tax abatement in a designated reinvestment | | To Judge's Office |
| 8 | Plans | | To Judge's Office |
| 8 | CCC Agenda Item: Approval of an agreement between County of Hidalgo and ATS Precision | 1/26/1999 | To Judge's Office |
| 8 | TAX Abatement Agreement with Hidalgo County and ATS Precision Components, Texas, Inc. | 1/26/1999 | To Judge's Office |
| 8 | CCC Agenda Item: Public hearing considering the passage of an order designation as a reinvestment | 1/26/1999 | To Judge's Office |
| 8 | The Monitor Publisher's Affidavit: Notice to Intention to designate a reinvestment zone in | 1/23/1999 | To Judge's Office |
| 8 | letter addressed from Urban County to Dr. Robert C. Schumacher (McAllen ISD) attachment is the | 1/20/1999 | To Judge's Office |
| 8 | Tax Abatement Agreement between Hidalgo County and ATS Precision Components Texas, Inc. | 1/26/1999 | To Judge's Office |
| 8 | Letter from County Judge office - Eloy Pulido ----RE: Tax Abatement Agreement on File with State | 7/30/2001 | To Judge's Office |
| 8 | *Incoming Correspondence - Misc.B11* | | To Judge's Office |
| 8 | HIDALGO TAX ABATEMENT - MNCH HOLDINGS INC. AND L & L MFG. CO. OF CALIFORNIA | 1997 | To Judge's Office |
| 8 | TAX ABATEMENT AGREEMENT BETWeen Hidalgo County and MINCH HOLDINGS INC. (LESSOR) AND L | 10/21/1997 | To Judge's Office |
| 8 | SCI Development Services, Inc., Tax Abatement Agreement, Public Hearing Notice of Reinvestment | 12/13/1999 | To Judge's Office |
| 8 | CCC Agenda Public Hearing on an Order Designating certain real property within | 10/21/1997 | To Judge's Office |
| 8 | CCC Agenda Rescinding action taken on July 14, 1997 by CCC on the approval of a resolution and | 9/16/1997 | To Judge's Office |
| 8 | CCC Agenda: Approval of tax abatement agreement with SCI Development Services, Inc. (Lessor) | 10/21/1997 | To Judge's Office |
| 8 | Letters by UCP to Taxing Enties: McAllen ISD | 7/9/1997 | To Judge's Office |
| 8 | Letters by UCP to Taxing Enties: City of Pharr | 7/9/1997 | To Judge's Office |
| 8 | Correspondence In (Misc) SCI Development Services, Inc. | | To Judge's Office |
| 8 | Correspondence In (Misc) MNCH Holdings, Inc. and L & L CO. of California | | To Judge's Office |
| 8 | Corresponence Out (Mis) SCI Development Services, Inc. | | To Judge's Office |
| 8 | Correspondence Out (Misc) MNCH Holdings, Inc. and L & L CO. of California | | To Judge's Office |
| 8 | TAX ABATEMENT - ORCHID MANUFACTURING MCALLEN, INC. | 1995 | To Judge's Office |

**ADMINISTRATION**
**BOXED FILES**

| BOX # | DESCRIPTION | YEAR | |
|---|---|---|---|
| 8 | APPLICATION BY ORCHID MANUFACTING MCALLEN, INC. | 2/2/1995 | To Judge's Office |
| 8 | CCC AGENDA: Approval of Tax Abatement Agreement with Orchid Manufacturing McAllen, Inc. | 2/21/1995 | To Judge's Office |
| 8 | Tax Abatement Agreement between Hidalgo County and Orchid Manufacturing McAllen, Inc. | 2/28/1995 | To Judge's Office |
| 8 | Letters to Taxing Entities: Hidalgo ISD | 3/1/1995 | To Judge's Office |
| 8 | Tax Abatement Registration: Orchid Manufacturing McAllen, Inc. | 2/28/1995 | To Judge's Office |
| 8 | Incoming Correspondence (Misc.) | | To Judge's Office |
| 8 | Misc. (information on ORCHID) | | To Judge's Office |
| 8 | TAX ABATEMENT - ABASTOS CORPORATION | 1992 | To Judge's Office |
| 8 | Tax Abartement Agreement between Hidalgo County and Abasto Corp. | 8/18/1992 | To Judge's Office |
| 8 | Maps and Specifications | | To Judge's Office |
| 8 | CCC Agenda: Public Hearing for Designation of County Reinvestment Zone | 8/18/1992 | To Judge's Office |
| 8 | UCP Letter addressed to Montalvo & Ramirez Law firm | 9/1/1992 | To Judge's Office |
| 8 | CCC Agenda: Approval of Order Designation of Certain Property as an Re-Investment Zone | 8/18/1992 | To Judge's Office |
| 8 | An Order Designating Certain Real Property within unincorporated Hidalgo County as a reinvestment | 8/18/1992 | To Judge's Office |
| 8 | Letters to Taxing Entities: Hidalgo ISD and McAllen ISD | 1/4/1993 | To Judge's Office |
| 8 | Tax Abatement Registration: Abasto Corporation | 9/18/1992 | To Judge's Office |
| 8 | Incoming Correspondence (Misc) | 1992 | To Judge's Office |
| 8 | TAX ABATEMENT - INLAND CONTAINER CORPORATION | 1990 | To Judge's Office |
| 8 | Tax Abatement Agreement between Hidalgo County and Inland Container Corporation | 10/25/1988 | To Judge's Office |
| 8 | Resolution adopting Guidelines andCriteria for granting Tax Abatement in Reinvestment Zones | 9/12/1988 | To Judge's Office |
| 8 | Letters to Taxing Entities: City of Weslaco, City of Donna, | 2/4/1991 | To Judge's Office |
| 8 | Tax Abatement Registration: Inland Container Corporation | 10/25/1988 | To Judge's Office |
| 8 | Letter to Texas Department of Commerce submitting the 1990 Tax Abate Agreement Reporting Form | 4/27/1990 | To Judge's Office |
| 8 | Incoming memo from Texas Department of Commerce: Reinvestment Zone Registry | 3/29/1990 | To Judge's Office |
| 8 | Incoming Correspondence (misc) | | To Judge's Office |
| 8 | Misc. (information on Inland Container Corporation) | | To Judge's Office |
| 9 | Not Approved and Not Inititaled (HOME Agendas) | Some 1996 & | |
| 9 | Not Approved Initialed Copied of Agendas | 1/2/1996 - | |
| 9 | Not Approved Initialed Copied of Agendas | 1/2/1997 - | |
| 9 | Not Approved Initialed Copied of Agendas | 7/29/1997 - | |
| 9 | NOTICE Agenda | 1993 | |
| 9 | NOTICE Agenda | 1994 | |
| 9 | NOTICE Agenda | 1996 | |
| 9 | NOTICE Agenda | 1997 | |
| 10 | Redistribution & Recapture Policy/AgendaJuly5,2000&Backup/Minutes/Memo | | |
| 10 | Expenditure Ratio/FundingScheduleCDBG1995/CDBG2000-2002Allocations/ | | |
| 10 | MemoRecaptureFundsApril27,2000/Cities&PrecinctsBalancesJan31,2000/ | | |
| 10 | Redistribution & Recapture Policy/Requirements/FaxCoverSheetJune21,2000/ | | |
| 10 | RecapturePolicyfortheExpenditureCommunityDevl.BlockGrantFunds April5,2000 | | |
| 11 | FEB 16, 1994/ AFL-CIO INVESTMENT TRUST FUND/Review package of materials outlining our New | 1994 | |
| 11 | MARCH 9, 1994/Agriculture advisory committee meeting/Memo meeting of Task Force on sugarcane | 1994 | |
| 11 | AMERI CORP PROGRAM/ Zilpa Alvarado Resume/site survey/situation statement/site | | |
| 11 | JULY 8, 1994/AREA HEALTH EDUCATION CENTER OF SOUTH TEXAS/ COPY OF 3RD ANNUAL Report of | 1994 | |
| 11 | JULY 31, 1995/House Bill 2726 passed on June 16, 1995/Memo which stated signed by Gov Bush/ | 1995 | |
| 11 | JUNE 23, 1994/ 1994 Auditors Report/ Cortez & Company LLP combined balance sheet as of DEC 31, | 1994 | |
| 11 | Nov 15, 1995/Bank Enterprise Award Program/ 2 initiatives to assist new & existing Community Devl | 1995 | |
| 11 | HIDALGO COUNTY BOOT CAMP PROJECT/ RE Garcia & associates/Mayor Rudy DeLaVina/ Memo Joe | - | |
| 11 | JAN 15, 1992/BiNationalCommittee/Member List/discuss mutual problems on the Border/ Route for | 1992 | |
| 11 | JAN 6, 1995/Border 2000 Planning Grants Program/application for Federal Assistance/DEC 13, | 1995 | |
| 11 | FEB 1994/Border Environmental Coop Committee/ Texas center for Policy Studies/ Implementation | 1994 | |
| 11 | MAY 14, 1996/Draft Border XXI Framework Document/US Mexico Border XXI Program Summary of | 1996 | |
| 11 | JULY 17, 1996/Draft Border XXI Document BiNational Meeting/Agenda/Summary of Domestic | 1996 | |
| 11 | 1992/ Border Enterprise Zones/Summary of Proposed Legislation/Enterprise Zone Update Manual/ | 1992 | |
| 11 | BORDER INITIATIVES/ 2 recent proposals & attachments/GLO Memo 04/14/1993/Proposal for United | 1993 | |
| 11 | APRIL 27, 1993/ Border Low Income Housing Coalition enclosure/ revised draft of the Border Housing | 1993 | |
| 11 | 1993 MEETING/BORDER WORKING GROUP "HOUSING & ECONOMIC DEVL INITATIVE"/ proposed | 1993 | |
| 11 | EPA The Brownfield's Economic Redevelopment Initiative/Application Guidelines Demonstration | 1996 | |
| 11 | DEC 20, 1994/ enclosed 2nd & 3rd year financial projections for Care en Casa prepared by Alan | 1994 | |
| 11 | CASA/ESL GED-COMPUTER/Fax Memo 4/22/1996 refer to Invest in future software/ Facsimile | 1996 | |
| 11 | FEB 7, 1997/ CHARTWELL INTEREST, INC/Multifamily Project Sources & Uses/ Booklet with Contents | 1997 | |
| 11 | 1993 CHAS/ information requested from HC to comply w/CPD notices 93-02 for FY/Introduction & | 1993 | |
| 11 | 8th ANNUAL URBAN COUNTY CONFERENCE ROSTER/ Speakers List / schedule times & date | - | |
| 11 | 10th ANNUAL URBAN COUNTY CONFERENCE ROSTER/ SCHEDULE TIMES & DATES WITH | - | |

**ADMINISTRATION**
**BOXED FILES**

| BOX # | DESCRIPTION | YEAR | |
|---|---|---|---|
| 11 | March 1992/ Proposal Public/Private partnership program for Economic Devl & Affordable Housing in | 1992 | |
| 11 | Feb 22, 1995/Fax Memo: Texas Enterprise for Housing Devl Inc/Quote File Alton Colonia/TEHDI | 1995 | |
| 11 | Hidalgo County Affordable Housing Program Miscellanous | 1990 | |
| 11 | Hidalgo County Task Force - Affordable Housing | 1990 | |
| 11 | Cost Allocation Plan File - No Plan (but drafts of serveral guides: Procurement procedures, copies of | | |
| 11 | Alton Colonia 1995 - News Article | 1995 | |
| 11 | Alton Disaster/ Assessment Report/ Damaging Rain/Wind) | - | |
| 11 | Correspondence to: Phil Gramm regarding: Approved Set Asides CDBG Allocation 1998/Oct | 1998 | |
| 11 | HR 3666 Appropriations for Dept of Veterans & Housing & Urban Development/Improvement of | 1996 | |
| 11 | BECC Project Criteria 1995/RE conference on Financing Environmental Infrastructure on the | 1995 | |
| 11 | Border Infrastructure Coalition Nov 1998/ Workforce Devl Report Legislative | 1998 | |
| 11 | Dec 10, 1998/ The DeLay Group, P.C. & Pharr Economic Devel Corp, Inc.Border Partnership | 1998 | |
| 11 | The Children's Christian Fund Inc/Aug 23, 1993/RE: certification that to our records following Colonias | 1993 | |
| 11 | Dec 14, 1989/ Agenda for CITA Board Meeting/ Job Descriptions/ Financial Section/ Purpose, Goals, | 1989-1992 | |
| 11 | Jan 1995/ Citizen Participation Plan/Memorandum Approval & Adoption of Consolidated Plan Citizen | 1995-1996 | |
| 11 | Revised July 1990/ Citizen Participation Plan 1998Colonia Fund Program Tentative citizen | 1998 | |
| 11 | 1996 Comprehensive Planning Strategy Citizens Summary Report/ Nov 12, | 1996-1997 | |
| 11 | Mar 01, 1994/ FY 1193 CHAS Annual Performance Report/ FY 1994 CHAS | 1994-1994 | |
| 11 | annual Plan/Annual Performance Report 1993 Revisions/ FY 93 Reporting Period/Home Program FY | 1993 | |
| 11 | CHAS Workshop 07/16/1993/Attendance Roster/ 1994 Housing Needs & Resources Survey/CHAS | 1994 | |
| 11 | 1993 / City's of Penitas, Granjeno, & Progreso/ | 1993 | |
| 11 | Jan 10, 1997/ City Staff Consultation/ Orientation Consolidated Plan Update/ UCP Office/ | 1997 | |
| 11 | Jan 12, 1998/ City Staff Orientation Meeting Manual/ Consolidated Plan Update UCP Conference | 1998 | |
| 11 | April 24, 1995/ UTPA for Entrepreneurship and Economic Devl submitting applications for Colonias | 1995 | |
| 11 | Colonias Set Aside Programs/ Feb 14, 1996 Letter Maguirre Zinni to inquire the Colonia problem at | 1996 | |
| 11 | Nov 20, 1996/ Colonia Training Project A Collaborative Effort Between the Urban County Program & | 1996 | |
| 11 | Nov 19, 1996/ Hidalgo & Willacy County Office of Employment & Training/ RE: Colonia Training | 1996 | |
| 11 | Jan 5, 1994/ RE: Letter working with three potential project sites contract with HUD/ The | 1994 | |
| 11 | July 17, 1995/ Community Development Partner copy of Consolidated Annual Report to congress on | 1994 | |
| 11 | Hidalgo County COPC June 17, 1994/ RE: Proposed Medical Clinic For Hidalgo County/ Map/ Table | 1994 | |
| 11 | March 1993/ Annual Report to Congress on Community Planning & Devl Affordable Housing | 1993 | |
| 11 | CDBG Community Reinvestment Act Information/ Dec 29, 1989 RE: Proposed Guidelines for | 1989 | |
| 11 | Community Resource Group Position Paper on Proposed Texas Water Commission Water Utility | - | |
| 11 | May 18, 1994/ Community Resource Group Proposal/ Survey of Colonia Residents in Hidalgo County/ | 1994 | |
| 11 | Compliance Manual/ July 1988/ Community Devl Block Grant Program Preface Citizen Participation | 1988 | |
| 11 | Colonia Information/ Colonia Water & Wastewater Projects Status as of Feb 1999 Manual/ Colonia's | 1995 | |
| 11 | New CDBS Programs Contents Listings/ TWDB 1995/ Bordering the Future TC Public Accounts/ | 1995 | |
| 11 | Nov 17, 1994/ information presented at the Annual Conference of the National Assoc of housing | 1994 | |
| 11 | July 13, 1992/ enclosed list of Colonias iwht # of lots, estimated population and area included/ | 1992 | |
| 12 | NCDA Annual Conference / Washington, D.C. / June 1st thru June 5th | 1999 | |
| 12 | Texas Rural Water Association Public Funds Investments Act Training / June 15th & 16th / San | 1999 | |
| 12 | Delivery of Cooperation Agreements to HUD / July 16, 1999 | 1999 | |
| 12 | Institute of Transportation Engineers the Bahia Mar Resort/ South Padre Island, Texas / Friday July | 1999 | |
| 12 | CD Director's Meeting / The Saint Anthony Hotel / San Antonio, texas | 1999 | |
| 12 | TALHFA Annual Conference / September 29 thru October 1, 1999 / Odessa Texas | 1999 | |
| 12 | Executive Directors Symposium / Community Development Training Institute / The Inn at Newport | 1999 | |
| 12 | TALHFA Annual Conference / Sept 29 Thru October 1, 1999 / Odessa, Texas Radisson Odessa Hotel | 1999 | |
| 12 | ALFHA Fall Educational Conference / Nov 17 Thru Nov 20, 1999 / Grand Hyatt Hotel San Fransisco, | 1999 | |
| 12 | Meet with HUD/ United Way / San Antonio, Tx April 30 Thru May 2nd, 1999 | 1999 | |
| 12 | FY 2001 Supernofa Briefing Municipal Auditorium / 100 Auditorium Circle / San Anotnio, Tx | 1999 | |
| 12 | December Meeting Of The Community Devleopment Cirectors / The Saint Anthony Hotel / San | 1999 | |
| 12 | NCDA 2000 Winter Meeting / Wed Jan 26th thru Sat Jan 29th, 2000 / Renaissance Hotel Washington, | 2000 | |
| 12 | TDHCA Capacity Building Workshop / Feb 15-16, 2000 / Four Points Sheraton / McAllen, Tx | 2000 | |
| 12 | Anthony covacevich, Director / Hidalgo Willact Housing Finance Corp / 2000 Spring Educational | 2000 | |
| 12 | NCDA Annual Conference / Hyatt Regency New Orleans, LA / May 30 thru June 4th, 2000 | 2000 | |
| 12 | JOE GARZA / Directors Meeting & Home 2000 Conference / September 17-20, 2000 / San Antonio, Tx | 2000 | |
| 12 | HECTOR PALACIOS / TALHFA 2000 Educational Conference / September 20th - 22nd, 2000 / Austin, | 2000 | |
| 12 | SYLVIA HANDY / TALHFA 2000 Educational Conference / September 20th - 22nd, 2000 / Omni Austin | 2000 | |
| 12 | Visit with Harris County CDBG / Quarterly Directors Meeting / Dec 10 thr Dec 13, 2000 / Houston, Tx | 2000 | |
| 12 | Introduction to Employment Law / Jan 1st, 2001 / Mc Allen, Tx / JOE GARZA | 2001 | |
| 12 | Supernofa Briefing / Jan 10, 2001 / San Antonio, Tx Alan Kamasaki, Irma Garza | 2001 | |
| 12 | Introduction to Employment and Labor Law in Texas / Jan 23, 2001 McAllen, Tx / | 2001 | |
| 12 | JOE GARZA / Training for Multi Funded Entitlements / Oct 16th- Oct 18, 2000 | 2000 | |

**ADMINISTRATION**
**BOXED FILES**

| BOX # | DESCRIPTION | YEAR | |
|---|---|---|---|
| 12 | JOE GARZA / 2000 NALHFA Fall Education Conference Oct 29 - Nov 1, 2000 Denver , Co | 2000 | |
| 12 | JUAN ROSEL / 2000 NALHFA Fall Educational Conference Oct 29 - Nov 1, 2000 / Denver, Co | 2000 | |
| 12 | SIMON SALINAS, HECTOR PALACIOS, SYLVIA HANDY, JOE GARZA/ TALHFA 2000 Educational | 2000 | |
| 12 | CD Quarterly Directors Meeting / San Antonio, Tx Wednesday March 28th - 30th, 2001 | 2001 | |
| 12 | 2001 NALHFA Spring Educational Conference / April 25th - 28th, 2001 / San Diego, CA Clarion Hotel | 2001 | |
| 12 | JOSE ELOY PULIDO/ Secretary / 2001 NALHFA Spring Educational Conference / April 25th - 28th, 2001 | 2001 | |
| 12 | HECTOR PALACIOS/ Treasurer / 2001 NALHFA CANCELLED | 2001 | |
| 12 | Urban County Leadership Conference / May 25th - May 26th, 2001 / South Padre Island, TX | 2001 | |
| 12 | Urban County Leadership Conference / May 25th - May 26th, 2001 / South Padre Island, TX JOE | 2001 | |
| 12 | ELEAZAR GARCIA JR / TALHFA 2001 Educational Conference / Sept 12th - 14th, 2001 / Sheraton Fiesta | 2001 | |
| 12 | SYLVIA HANDY / TALHFA 2001 Educational Conference / Sept 12th - 14th, 2001 / Sheraton Fiesta, | 2001 | |
| 12 | HECTOR PALACIOS / TALHFA 2001 educational Conference / Sept 12th - 14th, 2001 / Sheraton Fiesta, | 2001 | |
| 12 | JOE GARZA / TALHFA 2001 Educational Conference / Sept 12th - 14th, 2001 /Radisson Resort / | 2001 | |
| 12 | JOSE ELOY PULIDO / TALHFA 2001 Educational Conference / Sept 12th - 14th, 2001/ Sheraton Fiesta, | 2001 | |
| 12 | SIMON SALINAS / TALHFA 2001 Educational Conference / Sept 12th - 14th, 2001 / Sheraton Fiesta, | 2001 | |
| 12 | Advanced Employment Law / Aug 9th - Aug 10th, 2001 / Dallas, Tx JOE GARZA | 2001 | |
| 12 | Directors Quarterly Meeting / aug 6th - Aug 17th, 2001 / San Antonio, Tx Joe Garza | 2001 | |
| 12 | JOE GARZA / CD Quarterly Directors Meeting / Aug 15th - Aug 17th, 2001 / Marriott Plaza | 2001 | |
| 12 | JOE GARZA / Show me the money / CANCELLED | 2001 | |
| 12 | JOE GARZA / Travel Request & Report / CANCELLED | 2001 | |
| 12 | CD Directors Quarterly Meeting / Jan 30th - Feb 1st, 2002 / Austin, Tx Alan Kamasaki | 2002 | |
| 12 | CD Directors Quarterly Meeting / Jan 30th - Feb 1, 2002 / Homestead Village Austin, Tx | 2002 | |
| 12 | CDBG Basics: Training for Practitioners CANCELLED | 2002 | |
| 12 | OSCAR GARZA / Environmental Training / april 21st - 25th, 2002 / Chicago, Ill. | 2002 | |
| 12 | SYLVIA HANDY / 2001 NALHFA Fall Educational Conference / Oct 18-22, 2001 / Baltimore, MD | 2001 | |
| 12 | ALAN KAMASAKI / CD Quarterly Directors Meeting / May 30th - 31st, 2002 / San Antonio, Tx | 2002 | |
| 13 A | Joe Garza documentation for Advisory Council Meeting - Salaries comparables to the other cities, UCP | 2002 | |
| 13 A | Memos regarding allocations | | |
| 13 A | Precincts and Cities Outstanding Balances | | |
| 13 A | Section 108 Loan Guarantee $1,000,000 thru Economic Development (Couldn't find | | |
| 13 A | Consolidated Plan Strategy & One Year Action Plan 2001 (draft) | 2001 | |
| 13 A | Written notes regarding Economic Development | | |
| 13 A | UCP Policies and Houston's Policies | | |
| 13 A | UCP Administration Budget and Notes, Salaries Increased | | |
| 13 A | Family Medical Leave (FMLA) Codes | | |
| 13 A | Manager's staff Meetings - Notes written | | |
| 13 A | Newsletter from Housing Authority - County of Hidalgo and Rehab Floor Plan | | |
| 13 A | Consolidated Plan Guidelines - HUD | | |
| 13 A | Manager's staff Meetings - Notes written | | |
| 13 A | San Antonio Area- CPD Directors Quarterly Meeting | | |
| 13 A | CCC Agenda: Approval of a Redistribution and Recapture Policy for the Urban County Program | | |
| 13 A | Redistribution & Recapture Policy and Standard Operating Procedures for the Expenditure of | | |
| 13 A | Raba Kistner Contract Agreement as a Consultant, UCP Invoice Summary, Rating Sheets | | |
| 13 A | Rapid Response Team Meeting notes | | |
| 13 A | HOME CHDO - Proyecto Azteca - available funds not spent | | |
| 13 A | Audit Report for Salvation Army finding (For County Auditor's - discussion only) | | |
| 13 A | HUD Office Of Inspecter General - FAX requesting file on HOME - Rental Rehab memo Juana L. | | |
| 13 A | Telephone Usage Procedures Draft | | |
| 13 A | Loan Agreement - City of La Villa and Community Development and Employment Services, Inc. (non- | | |
| 13 A | Loan Agreement - City of Alamo and TransAmerica Products, Inc. ($40,000) Economic Development | | |
| 13 A | Loan Agreement - City of Alamo and Rydl's Service Co., ($19,000) Economic Development | | |
| 13 A | Millennium Quality Housing (Program Summary - Single Family Mortgage Revenue Bond Program) | | |
| 13 A | IDIS REPORT by Elena Gaitan, Monitor | | |
| 13 A | MISCELLANEOUS FILE , several letters from: National Coalition for the Homeless (12/1991), | 1991, 1996, 1997, | |
| 13 A | UCP office plans (Pharr) DRAFTS | | |
| 13 A | IDIS COPIES | | |
| 13 A | Main Stay Funds (Retirement Plan) Letter | | |
| 13 A | Memo to Judge on UCP Administration Budget and salaries | | |
| 13 A | Memo to Finance manager from Executive Assistant : Cancellation of conference | | |
| 13 A | Letter from Texas Historical Commission (EDCOUCH 2000 project) | | |
| 13 A | Notice to public of request for release of funds Urban County Program | | |
| 13 A | IDIS COPIES year 2001 | | |
| 13 A | Request for Release of Funds - City of Mercedes - STREETS year 2000 | 2000 | |

**ADMINISTRATION**
**BOXED FILES**

| BOX # | DESCRIPTION | YEAR | |
|---|---|---|---|
| 13 A | Environmental Assessment - HOME CHDO - 2001 (ATTACHED: US Department of the Interior "Fish & | 2001 | |
| 13 A | Exempt Determination - City of Palmhurst 2001, attached: US Department of the Interior "Fishland | 2001 | |
| 13 A | Exempt Determination - ESG Homeless Prevention 2001, attached: US Department of Housing & | 2001 | |
| 13 A | Exempt Determination - ESG General Administration 2001 , attached: US Department of Housing & | 2001 | |
| 13 A | Environmental Determination - ESG Homeless Prevention 2001 Salvation Army US Department of | 2001 | |
| 13 A | Environmental Determination - ESG Homeless Prevention 2001 American Red Cross US | 2001 | |
| 13 A | Environmental Determination - ESG Homeless Prevention 2001 Salvation Army US Department of | 2001 | |
| 13 A | Environmental Determination - ESG Homeless Prevention 2001 Mujeres Unidas US Department | 2001 | |
| 13 A | Authority to use Grant Funds CDBG, HOME, ESG 2001 | 2001 | |
| 13 A | Request for Release of Funds - City of La Villa (Water & Sewer Improvement) 1997, 1998, 1999, | 1997, 1998, 1999, | |
| 13 A | Letter to Texas Historical Commission 'Department of Antiquities Protection' - City of Edcouch 1998 | 1998 | |
| 13 A | Letter from Texas Historical Commission (CDBG, HOME, ESG YEAR 2001) | 2001 | |
| 13 A | Exempt Determination - Precinct 1 Activities | | |
| 13 A | Environmental Summary - City of La Joya 'Water & Sewer Imp.' FY 2001 | 2001 | |
| 13 A | Lower Rio Grande Valley - 2001 Consolidated Plan "Annual Action Plan" US Department of Housing & | | |
| 13 A | The Monitor Publisher's Affidavit: Combined Notice - Notice to Public of No significant Impact on the | | |
| 13 A | Draft Environmental Review athe Community Level - C/I Infrastructure Level - Progreso Lakes B-02- | 2002 | |
| 13 A | The Monitor Publisher's Affidavit: Combined Notice - Notice to Public of No significant Impact on the | | |
| 13 A | Letter & attachement mailed to HUD-San antonio - Rlease of Funds B-01-UC-48-0501 | 2001 | |
| 13 A | Authority to use Grant Funds CDBG, HOME, ESG 2002 | 2002 | |
| 13 A | Letter from Gabbi's Unlimited "Developer" reg. hiring low income employees from Progreso & | | |
| 13 A | Public Notice - City of LaVilla, TRPA program of the Texas parks & Wildlife Department of Outdoor | | |
| 13 A | Letter to Texas Historical Commission 'Department of Antiquities Protection' - City of La Villa 2001 | 2001 | |
| 13 A | Letter to United States Dept of Inferior 'Fish & Wildlife Service' | | |
| 13 A | Letter from HUD San Antonio regarding City of Mercedes approval of issuing Bonds and Repayment | | |
| 13 A | Information: Building Community in the American Tradition - Institute for the Study of Civic Values | | |
| 13 A | Grantee Performance Report ending 6/30/1995 - Report mailed to HUD San Antonio for B94-UC-48- | 1995 | |
| 13 A | Grantee Performance Report ending 6/30/1995 - Report mailed to HUD San Antonio for B95-UC-48- | 1995 | |
| 13 A | CDBG Rule FR-2905 - Summary (regulations) | | |
| 13 A | Environmental Review Rule 24 CFR 58 | | |
| 13 A | Fair Housing Guide | | |
| 13 A | Human Services Needs Assessment Study for Hidalgo County completed by the University of Texas - | | |
| 13 A | IDIS STUDY GUIDE | | |
| 13 A | Harvard Business Review | | |
| 13 A | UCP Rehab Program "Participating Contractor's manual" | | |
| 13 A | UCP Owner Occupeid Housing Rehab Program 'Specifications Manual" | | |
| 13 A | Section 108 Underwriting Criteria | | |
| 13 A | An Analysis of the Organizational Capacity of the Hidalgo County urban County Program Presented to: | | |
| 13 A | Income Opentions 2000 - NET Network Education & Training | | |
| 13 A | Esparza Pest Control - Eco-logic System English | | |
| 13 B | Recorded Tapes W.D.B & Advisory Meetings | 1996-1997 | |
| 13 B | Implementation Manual / 1994 Texas Community Development Program | 1994 | |
| 13 B | National Community Development Association | | |
| 13 B | Bonnie Gonzalez Oct 23, 2001 / City of Mercedez, Tx Project Contract July 31, 2000/ City of La Villa | | |
| 13 B | Mr. John Maldonado, Director - Request for Release of Funds for the County of Hidalgo Urban County | 2001 | |
| 13 B | HC Water Development Board Manual July 10, 1998 | 1998 | |
| 13 B | GEN. / Agri Pop Dc-Brushless Fan Project/ 1991 Application for Reservation for Private Activity Bonds | 1991 | |
| 13 B | Assumption / Subordination and Intercreditor Agreement A & M Construction Company (Modesto | | |
| 13 B | Fannie MAE Housing Collaborative | | |
| 13 B | Project ADELANTE South Texas Community College Partnership | | |
| 13 B | Program Year Review and Assessment Year Ended June 30, 1997 | 1997 | |
| 13 B | Cesar Chavez Rd Resolution | | |
| 13 B | Copies of Agenda Requests by: Anthony Covacevich preapproved/approved | 2000 | |
| 13 B | Hidalgo County Statistics Hidalgo County/ Texas Labor Market Review / File October 1992 Manuals | 1992 | |
| 13 B | UCP Census Information - Income Limits Copy of 1990 Summary of Population and Housing | - | |
| 13 B | Valley Community Development Coordin. September 15, 1995 | 1995 | |
| 13 B | CDBG Eco. Dev. Review Procedures / Necessary of Appropiate Determination | - | |
| 13 B | 911-Advisory Commission on State Emergency Communications / Article 1432f /Definitions Letter. | | |
| 13 B | Ambulance Services Hidalgo county / alton, La Joya, Palmview | 1993 | |
| 13 B | BH1 (the General Appropriation Bill for FY 1996-97) 2060 permitted trucks | 1996-97 | |
| 13 B | ALHFA Association of Local Housing Finance Agencies 1995-1996 Membership Directory | 1995-96 | |
| 13 B | Resoultion | 1993 | |
| 13 B | Single Audit County of Hidalgo Year Ended: December 31, 1993 / Finding on Sec. 108 funds - Audit | 1993 | |

**ADMINISTRATION**
**BOXED FILES**

| BOX # | DESCRIPTION | YEAR | |
|---|---|---|---|
| 13 B | 1994 / Statistics File / Summary Information on Schools in Hidalgo County Manual / June 1994 | 1994 | |
| 13 B | Census Information/General Characteristics of Year 1980 | 1980 | |
| 13 B | National Community Development Association / Colonias Subcommitte / Texas Water Resources | 1988-1995 | |
| 14 | Miscellaneous - brochures pamphlets, catalogs | | |
| 14 | Governing - pamplets, magazines, emails | | |
| 14 | RGV Office Plus Office Supply Order Form Requests | | |
| 14 | Haworth Chairs Catalog | | |
| 14 | Urban County Program Office Supply Order Forms Office Depot | | |
| 14 | The Monitor Newsletter | | |
| 14 | Business Finance - Magazine | | |
| 14 | Texas Historical Commission Dept of Antiquities Protection | | |
| 14 | Building and Grounds Work Order Requests | | |
| 14 | US Dept of the Interior Fish and Wildlife Service -Incoming Mail | | |
| 14 | US Dept of the Interior Fish and Wildlife Service -Outgoing Mail | | |
| 14 | Executive Directors Travel Request & Reports / Misc | | |
| 14 | Environmental Review Maps | | |
| 14 | UCP Incoming Correspondence | | |
| 14 | Hidalgo County Census Tracts | | |
| 15 | MPO'S Binders, Maps | | |
| 15 | MPO'S Binders, Maps | | |
| 15 | MPO'S Binders, Maps | | |
| 15 | MPO'S Binders, Maps | | |
| 15 | MPO'S Binders, Maps | | |
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| 15 | MPO'S Binders, Maps | | |
| 15 | MPO'S Binders, Maps | | |
| 16 | CompuAdd MC-Dos 5.0 User's Guide | | |
| 16 | CompuAdd MC-Dos - Getting Started & User's Guide for Version 5.0 Ms-Dos Operating System | | |
| 16 | Bulletin - Texas On Site Insights submitted by Texas Water Resources Institute, Texas A & M | | |
| 16 | Bulletin - Pipeline submitted by National Small Flows Clearinghouse | | |
| 16 | Bulletin - Partnership for Hope | | |
| 16 | Regulations & Statutes Applicable to Community Development Technical Assistance Programs for | | |
| 16 | Edition - Part 125 - Fair Housing Initiatives Program 125.103 | | |
| 16 | 1990 Census of Population and Housing for Hidalgo County submitted by UTPA | | |
| 16 | 1990 Census of Population and Housing for Hidalgo County | | |
| 16 | 1995 HUD Income Limits | | |
| 16 | North American Development Bank Information on annual public meeting on January 22, 1998 , San | | |
| 16 | Bulletin - HUD Community Connections regarding Homeless | | |
| 16 | Federal Financial Institutions Examination Council Appraisal Subcommittee - Guidelines for State | | |
| 16 | Bulletin - PPC - Guide to HUD audits subscriber | | |
| 16 | HUD - Reinvention Blueprint | | |
| 16 | Bulletin - CDB Target Zone | | |
| 16 | Bulletin - Food for Thought - FOOD PANTRY | | |
| 16 | CDBG Guide to National Objective & Eligible Activities for Entitlement Communities | | |
| 17 | Copies of 2007 contracts - CDBG contract agreements with copies of approved agenda, 2007 Colonia | | |
| 20 | BINDER: CDBG Entitlement Program (Guide) | 1987 | |
| 20 | BINDER: Guidebook for Grantees on Subrecipient | 2005 | |
| 20 | BINDER: Momentum 2008 Government Purchase Seminar | 2008 | |
| 20 | BINDER: Hidalgo County UCP Recipients CDBG & ESG Directory showing contact information such as | 2007 | |
| 20 | BINDER: Hidalgo County UCP Annual Work Plan Application | 2006-2007 | |
| 20 | BINDER: IDIS | 2006 | |
| 20 | BINDER: Annual Work Plan Application | 2006-2007 | |
| 20 | BINDER: Environmental Issues NEPA and 24 CFR Training | 2003 | |
| 20 | BINDER: Energizing Your Action Plan | 2003 | |
| 20 | BINDER: CDBG Coordinator Implementation Manual (IN-HOUSE) | 2002 | |
| 20 | BINDER: CDBG Coordinator Implementation Manual such as Duties and Responsibilities | 2002-2003 | |
| 20 | BINDER: Federal Register Part II - Department of HUD | 1996 | |
| 23 | Texas Forest Service Assistance / Rural Fire Dept. | | |

**ADMINISTRATION**
**BOXED FILES**

| BOX # | DESCRIPTION | YEAR | |
|---|---|---|---|
| 23 | Texas Forest Service Tree Planting Project | | |
| 23 | 29th Annual Texas Legislative Conf. in New Braunfels - 1995 | | |
| 23 | Texas Natural Resources Conservation Commission | | |
| 23 | Texas on Site Insights | | |
| 23 | Texas Open Record Law Public Information Request | | |
| 23 | 1995 Texas Open Meeting Handbook | | |
| 23 | Texas Rural Development Council Publication | | |
| 23 | The Texas Rural Community Newsletter | | |
| 23 | Texas Rural Development Council Partners Update | | |
| 23 | Texas Rural Economic Dev. Program Agenda | | |
| 23 | Texas State Professional Engineers Ethics Committee | | |
| 23 | Texas Enterprise for Housing Dev. Inc., McAllen, Texas | | |
| 23 | Texas Tourist Center - Development Plan | | |
| 23 | Texas Water Commission | | |
| 23 | The Sheaffer System | | |
| 23 | Timeliness Expenditure 1.5 Ratio | | |
| 23 | The Continuence...To Achieve Success Higher Education Embassy Suites | | |
| 23 | Tools for Rebuilding Communities | | |
| 23 | Traffic Safety Procedure Policy | | |
| 23 | Travel Expense Report | | |
| 23 | Maria del Carmen Trevino - Contract office of Employment | | |
| 23 | TRIANON Development Affordable Housing | | |
| 23 | TEA-21 | | |
| 23 | DHUD Technical Assistance Directory | | |
| 23 | Texas Assoc. of Local Housing Finance Agencies - directory | | |
| 23 | Texas Association of local housing finance agencies 1995 | | |
| 23 | Texas Bookstrap Loan Program | | |
| 23 | Texas Center for Policy Studies | | |
| 23 | Texas Citrus Mutural Meeting Embassy Suites | | |
| 23 | Hidalgo County Texas Civil Service | | |
| 23 | Hidalgo County Texas Civil Service Commission | | |
| 23 | Texas Comptroller of Public Accounts John Sharp | | |
| 23 | Texas Department of Housing & Community Affairs - correspondence | | |
| 23 | TEA - 21 | | |
| 23 | HC UCP Subrecipient Orientation | | |
| 23 | subscriptions | | |
| 23 | Surge Protector- Office User Guide- Sugar Cane Burning Task Force | | |
| 23 | Sunset Commission | | |
| 23 | Satellite Broadcast | | |
| 23 | SUPERNOFA | | |
| 23 | Supportive Housing Program | | |
| 23 | Supportive Housing Program | | |
| 23 | Supportive Housing Program | | |
| 23 | Surface Transportation Policy Project Bulletin | | |
| 23 | Surface Transportation Policy Project Bulletin | | |
| 23 | HC Subdivision Regulations | | |
| 23 | Sullivan City Request for Funding | | |
| 23 | TALFA Membership Directory | | |
| 23 | TALFA Membership Application | | |
| 23 | Texas Agriculture Extension Service | | |
| 23 | Texas Dept of Housing & Community Affairs - support letter | | |
| 23 | TDHCA Single Audit | | |
| 23 | Texas Association of local housing finance agencies | | |
| 23 | TDHCA Single Audit - Burton McCumber | | |
| 23 | South Texas Rural Development Corp. | | |
| 23 | South Texas Rural Development Corp. | | |
| 23 | South Texas Youth Conference - Brownsville, tx | | |
| 23 | Standard form of Agreement between Owner and Construction Mgr | | |
| 23 | Standing Committee - Edinburg City Hall | | |
| 23 | DHUD Statement of Principles for Chaning | | |
| 23 | Statewide Transportation Enhancement Program | | |
| 23 | Strategic Planning for Economic Development | | |
| 23 | GEN HC Subd. Regulations | | |

**ADMINISTRATION**
**BOXED FILES**

| BOX # | DESCRIPTION | YEAR | |
|---|---|---|---|
| 23 | Model Subd. Ordinances | | |
| 23 | Subdivision Regulations | | |
| 23 | Model Subd. Regulations | | |
| 23 | Subrecipient Orientation Agenda | | |
| 24 | Empowerment Zone Corp. Funding Application Project: CAPAZ | | |
| 24 | Empowerment Zone Corp. Steering Committee Members | | |
| 24 | Anthony Covacevich - Washington, DC - August 1-3 | | |
| 24 | Empowerment Zone Task Force | | |
| 24 | Empowerment Workshop , McAllen | | |
| 24 | RGV Application for Federal Designation as an Empowerment | | |
| 24 | Community Reinvestment Act Reform Project | | |
| 24 | RGV Empowerment Zone Meeting Board of Directors | | |
| 24 | Empowerment zone meetings held from May 1995 - August 1995 | | |
| 24 | Application for Funding Rio Grande Valley Empowerment Zone | | |
| 25 | ED - 113 Outlay report and request for reimbursement -construction | | |
| 25 | Outreach International Recommendation Letter | | |
| 25 | Outreach International Land for Lease | | |
| 25 | Ozuna and Vela Water System La Joya Water Supply | | |
| 25 | HC Peer Evaluation Team Manual | | |
| 25 | Palm Valley Foods, Inc. | | |
| 25 | Partnerships for self sufficient coalition - Comm. Service agencies | | |
| 25 | Linda Patterson | | |
| 25 | Phoenix Housing Foundation, Inc. | | |
| 25 | PARP Meeting Consolidated Plan | | |
| 25 | First Time Homebuyer Press Release | | |
| 25 | Special Meeting City of Progreso | | |
| 25 | City of Progreso-Request for Waiver | | |
| 25 | Progreso Community Center - Buckner Foundation | | |
| 25 | Progreso Community Center - Progreso, Texas | | |
| 25 | LRGVDC Project Digest | | |
| 25 | LRGVDC Project Digest | | |
| 25 | LRGVDC Project Digest | | |
| 25 | Private Activity Bond Alloc. Prog. | | |
| 25 | LRGVDC Project Digest | | |
| 25 | LRGVDC Project Digest Application | | |
| 25 | US Dept of HUD - Public & Housign Notice PIH 9244 | | |
| 25 | Property Management Advisory, Inc. | | |
| 25 | The Pryor Report | | |
| 25 | Public Private Partnership Program Proposal | | |
| 25 | UCP Public Notice / Public Hearing Town Crier | | |
| 25 | Public Hearing Notices CPS | | |
| 25 | Consulting Engineers Council of Texas Guide | | |
| 25 | UCP Qualifications 1991-1993 | | |
| 25 | Quotes | | |
| 25 | Quotes Jones & Cook | | |
| 25 | Robert Wood Johnson Foundation | | |
| 25 | RGV Partnership | | |
| 25 | Rio Grande Valley Partnership | | |
| 25 | Rio Grande Valley Partnership | | |
| 25 | Riteway Foods Frozen Food Facility | | |
| 25 | Rural Health in Texas | | |
| 25 | Rural Initiative Homeless Program | | |
| 25 | Rural Roads | | |
| 25 | RUS Distance Learning & Telemedicine Program | | |
| 25 | Base Studies | | |
| 25 | Proposed San Carlos Head Start Facility & Resource Center | | |
| 25 | Section 108 Packet - (Informational letter to City of Mercedes) | | |
| 25 | Section 501 | | |
| 25 | Section 811 Supportive Housing | | |
| 25 | Senate Bill 2 | | |
| 25 | Service Calls | | |
| 25 | Service Contract C-97-126-12-18 | | |
| 25 | Small Flows | | |

**ADMINISTRATION**
**BOXED FILES**

| BOX # | DESCRIPTION | YEAR | |
|---|---|---|---|
| 25 | State of Tamaulipas Infrastructure | | |
| 25 | Solid Waste Management Plans | | |
| 25 | Assoc. of South Texas Communities | | |
| 26 | Christmas Cards | | |
| 26 | Catalogs (supplies, 4 imprint, etc.) | | |
| 26 | HUD Section 108 Loan Guarantee Program Resource Manual | 2006 | |
| 27 | Manual El Paso Court of Inquiry- 65th Judicial District Court | | |
| 27 | Manual El Paso Court of Inquiry- 65th Judicial District Court | | |
| 27 | Files Empowerment Zone | | |
| 29 | US Homes Profile - Binders | | |
| 29 | Universal Entech Corporation | | |
| 29 | US Homes Mortgage Corporation | | |
| 29 | UTPA COPC Grant | | |
| 29 | UTPA One Stop Capital Shop brochures | | |
| 29 | UCP Application | | |
| 29 | US Housing Markets Flash Report - fourth quarter | | |
| 29 | USA Waste Srevice Inc. | | |
| 29 | Una Vida Mejor Needs Assessment Report | | |
| 29 | United Parcel Srevices | | |
| 29 | United Way Needs Assessment | | |
| 29 | Update on County Duties under Rules Prohibits Growth Colonias | | |
| 29 | UCP City of La Villa Final inspection report | | |
| 29 | UCP Home 21 A General Administration | | |
| 29 | Valley Mortgage Co. 1997 | | |
| 29 | Valley Mobility Plan Valley Water Policy and Management Council | | |
| 29 | Vision 20/20 Workshop | | |
| 29 | Texas Association of Local Housing Finance Agencies Voting Ballot | | |
| 29 | Wage Rate Decisions B-88-UC-48-0501 | | |
| 29 | Wage Decision Request | | |
| 29 | Wage Decision Request | | |
| 29 | Wage Decision Request | | |
| 29 | Wage Decision Request | | |
| 29 | Wage Decision Request | | |
| 29 | Wage Decision Request - B90-UC-48-0501 | | |
| 29 | Water Consuption Survey on site Wastewater Treatment Council | | |
| 29 | Water and Development Final Round Questionnaire | | |
| 29 | Weslaco Home Clinic | | |
| 29 | Wickes Lumber Co. vs Rafael Santana Et Al Cause E Cl.-26-737B | | |
| 29 | HC Willacy SDA Employers Survey | | |
| 29 | Workforce Development Planning Grant | | |
| 29 | Workforce Health and Safety Awareness Seminar | | |
| 29 | Hidalgo County Workplan | | |
| 29 | Xerox information | | |
| 29 | Corp. Economic Development | | |
| 29 | Youth Employment Programs | | |
| 29 | XL Recycling | | |
| 29 | II-B Supervisor Orientation | | |
| 29 | UCP Policy Manual summer | | |
| 30 | City of Alamo - EDAP | | |
| 30 | Alton Environmental Review Record C.D. 1986 | | |
| 30 | City of Donna EDAP Feasibility Study | | |
| 30 | HCWDB Faysville Subd. | | |
| 30 | TWDB Lull Project | | |
| 30 | EDAP City of Edinburg Northwest Subd., | | |
| 30 | City of Edcouch EDAP Application | 1996 | |
| 30 | HCWDB City of Edcouch | 1992 | |
| 30 | City of Elsa EDAP | 1996 | |
| 30 | Incoming Correspondence | 2000 | |
| 30 | Interdependent Correspondence | 2000 | |
| 30 | Outgoing Correspondence | 2000 | |
| 30 | Incoming Correspondence | 2001 | |
| 30 | Faxes | 2002 | |
| 32 | Hidalgo County Water Development Board | 1993 | |

**ADMINISTRATION**
**BOXED FILES**

| BOX # | DESCRIPTION | YEAR | |
|---|---|---|---|
| 32 | Hargill/La Blanca EDAP | 1993 | |
| 32 | La Joya Water Supply Corp. | 1993 | |
| 32 | City of La Villa EDAP Application | 1996 | |
| 32 | La Joya Water Supply Corp.-Cont. for Facility Engineering | 1993 | |
| 32 | EDAP McAllen Public Utilities Board | 1996 | |
| 32 | City of Mercedes - EDAP | 1996 | |
| 32 | Hidalgo County Water Development Board - City of Mission | 1996 | |
| 32 | City of Mission, Northwest | 1996 | |
| 32 | North Alamo Water Supply Agenda | 1994 | |
| 32 | Texas Water Development Board Econom. Distressed Areas | 1996 | |
| 32 | City of Penitas - EDAP | 1996 | |
| 32 | City of Progreso-EDAP | 1996 | |
| 32 | City of Pharr - EDAP | 1994 | |
| 32 | Supplemental Environmental Revision - City of Pharr | 1997 | |
| 32 | Hidalgo County Water Dev. Board | 1995 | |
| 32 | HC Dev. Board Proposal for Eng. Services | 1994 | |
| 32 | Financial Statements and Report of Indepen. Cert. P.A. | 1996 | |
| 32 | Texas Water Defvelopment Board Inc. | 1996 | |
| 32 | Texas Water Development Board Binder (Gen. Ledger) | 1997 | |
| 32 | Texas Water Development Board Binder (Gen. Ledger) | 1998 | |
| 32 | Texas Water Development Board Binder (Gen. Ledger) | 1999 | |
| 32 | Texas Water Development Board Binder (Gen. Ledger) | 2000 | |
| 33 | Guidebooks for Grantees and Subrecipients in the CDEBG Program | | |
| 33 | Emergency Shelter Grants (binder) | | |
| 33 | Guidebooks for Grantees on Subrecipient oversight, Mang. CDBG | | |
| 33 | One Year Action Plan | 2003 | |
| 33 | National Objectives - Matrix Codes | 2002 | |
| 33 | Fannie Mae, Housing Summit in the Delta Region | | |
| 33 | Fund Balances 7/1/2003 to 6/1/2004 | | |
| 33 | IDIS Reference Manual HUD | 1999 | |
| 33 | ESG Program Final Rule | 1999 | |
| 33 | CDBG Implementation Manual | 2003 | |
| 33 | NCDA CDBG Basics Training for Practitioners | 2004 | |
| 34 | 2000-2004 Original Contracts and Agreements | 2000-2004 | |
| 34 | Audit - City of Elsa and City of Penitas | 2000 | |
| 34 | Audit - City of Elsa and City of Penitas | 2002 | |
| 34 | Inter. Agreement San Juan, Alamo, La Joya, Mercedes, Alton, Weslaco, Hidalgo | 2006 | |
| 34 | Audit - City of Hidalgo | 2006 | |
| 34 | UCP Purchase Order Log | 2007 | |
| 34 | Interlocal Agreement La Villa | 1996 | |
| 34 | Interlocal Agreement San Juan, Penitas, Palmview, Donna , Alamo, Progreso, La Villa, Hidalgo | 2006 | |
| 34 | Audits City of Alton, Alamo, Donna, Edcouch, Hidalgo, Palmhurst, Palmview, San Juan | 2008 | |
| 34 | Interlocal Agreement City of Weslaco, Progreso, Mercedes, Sullivan, Weslaco, Palmhurst | 2004 | |
| 34 | Interlocal Agreement Weslaco and Alamo | 2007 | |
| 34 | Interlocal Agreement City of Donna, City of La Joya (Minutes) | 2008 | |
| 34 | Jamail Construction | | |
| 34 | Internal audit on compliance of the HOME Program | 1999 | |
| 34 | Misc. Memos | | |
| 34 | City of Weslaco (certificate), Approval of Interlocal Agreement | | |
| 35 | SKIPPED # (NUMBER WAS NOT USED) | | |
| 36 | May 14, 2002 / Community Planning & Devl Division/ Attached original copy of the 2002 | 2002 | |
| 36 | May 28, 2002 / Notice of Additional Draw Under the Notes / RE: Hidalgo/Willacy Housing Finance | 2002 | |
| 36 | TALHFA conference - Odessa - Fall 1999 AFH / Getting Your Board Involved Manual / Affordable | 1999 | |
| 36 | Long Distance Telephone Log / Betty / | 1998 | |
| 36 | First Time HomeBuyer Bond Program No.53 / Texas Dept of Housing & Community Affairs Manual | | |
| 36 | April 17, 2002 / NCDA Washington Report/ NCDA Annual Conference June 12-15 Providence, RI/ | 2002 | |
| 36 | July 8, 2002 / RE: Hidalgo County Audit Report for the Year ending Dec 31, 2000/ Letter with | 2002 | |
| 36 | Public notice Agenda / April 13, 2000 with attachments | 2000 | |
| 36 | Quarterly Directors Meetings / Housing Authority of County of Hidalgo/ March 12, 2002/Registration | 2002 | |
| 36 | Monthly Reports/Coop Agreements 2000-2002/Tax Abatement Agreement between HC and L&L | 2002 | |
| 36 | Hidalgo/ Willacy Housing Finance Corp. Meeting 7/7/1999 / Hidalgo / Willacy Meeting July 19, 2000 / | 2000 | |
| 36 | News Articles, Etc File Folder/ Editorial Response The Monitor 2/4/2001 | 2001 | |
| 36 | Federal Cash Transaction Report CDBG/ Quarter Ended March 31, 2001/ original standard form 272 & | 2001 | |

**ADMINISTRATION**
**BOXED FILES**

| BOX # | DESCRIPTION | YEAR | |
|---|---|---|---|
| 36 | Sharp Report/ Hidalgo County Purchasing Agent/ City of McAllen Non-Excempt Employee Appraisal | | |
| 36 | Non-Profit Forms/ Texas Living Trust, Estate Planning & Wills Software By: Lawforms | | |
| 36 | Hidalgo County UCP Employee History by Period/ Staff Name Personal Information/ Date of Hire/ | 2000 | |
| 36 | March 26, 2001/ Request for Proposals/ Bank Depository-HC Bid No. 01-032-04-18 for Review & | 2000 | |
| 36 | Contract Documents (Guide) for CDBG Funded Project/ | | |
| 36 | July 15, 1999/ Advertisement in the Wall Street Journal & would like to take advantage of your office | 1999 | |
| 36 | March 24, 2000/ RE: TCDP 1999 Colonia Construction Funds Contract #/ Depository/authorized | 2000 | |
| 36 | Dec 1, 2000/ Acct Payable Acct No. 5557373701 Balance $158,841.14 International Bank of | 2000 | |
| 36 | Draft: Metropolitan Area Transportation Plan Update/ Dec 16, 1999 Manual | 1999 | |
| 36 | Speeches/ Comments made by Director Anthony C/ July 17, 1996 BiNational Public Hearing of the | 1996 | |
| 36 | Staff Meetings/Sept 21, 2000 conversion from WordPerfect/ mail distribution/ copy machine | 2000 | |
| 36 | Telephone Conversations Notes/ Precinct No.3 Adam Salinas | - | |
| 36 | Invitations for Bids/ Interoffice Memo Aug 8, 2000/ RE: IFB No.00-31 Foundation Repairs at | 2000 | |
| 36 | Feb 16, 2001/ RE: Urban County Program Allocation 2001 Joe Garca Director & Mayor John D. Franz | 2001 | |
| 36 | Emergency Shelter Grants Chart/ 2001 (07/01/-06/30/03) | 2001-2003 | |
| 36 | The Edinburg Daily Review Tuesday Aug 17, 1999 Newspaper | 1999 | |
| 36 | OMB Circular A-87/ Office of Management & Budget Aug 29, 1997/ Memo for the Record Circular A- | 1997 | |
| 36 | Nov 29, 2000/Border Low Income Housing Coalition/ met in Austin at the State Capitol to discuss the | 2000 | |
| 36 | Nov 9, 2000 / HUD Fax coversheet/ Joe Garza/ Loccs Balances attached Vendor ID Summary | 2000 | |
| 36 | Meeting Notes/ Nov 20, 2000 / Joe Garza/ Idalis/ Irma Garza/CoPC Amigos Del Valle Inc/ | 2000 | |
| 36 | Monthly Report/ CDBG / Memo 11-15-00 Attached Report 10/2000 / Cities Alamo., Alton & etc.... | 2000 | |
| 36 | NCDA Reports/ Dec 7, 2000/ Section 108 Training NCDA Winter Meeting Features Articles/ Congress | 2000 | |
| 36 | Request For Proposals FORMS/ April 1997 / RFP #97-11 Legal Service on Issues Involving Finanance & | 1997 | |
| 36 | Oct 25, 2000/ Staff Meeting Notes/ Construction Warranties/ City of Edcouch/ City of Hidalgo/ LBD | 2000 | |
| 36 | SB 1112: Regional Allocation Formula/ Announcement of the opening of the Public Comment Period/ | 2000 | |
| 36 | TONYA INC, Consultant Report/ MEMO FOR : Joe Garza / copy of Site Visit Report/ Submitted by | 2000 | |
| 36 | July 19, 2001 / Current Developments/ Legislative Update/ House Subcommittee Approves FY 2002 | 2001 | |
| 36 | April 25, 2001 / Rocky Wade attached a suggested Agenda for the visit of next week / Presentation of | 2001 | |
| 36 | TDHCA Nov 28, 2000 Hearing/ Notes/ 1999 Home Program Budget/ RE: Border Housing | 2000 | |
| 36 | Hidalgo County Health & Human Services Needs Assessment 2000 Manual / Demographic & | 2000 | |
| 36 | UCP 8/2000/ DRAFT Includes the Auditors recommendations/ CHDO Qualifications/ | 2000 | |
| 36 | Revised 7/28/2000 HOME FUNDS to assist low income families with a deferred loan/grant/ | 2000 | |
| 36 | Construction Activity Reports/ Activity chart Jan 2000 /4/13/2000 / City of Granjeno /South Texas | 2000 | |
| 36 | Bookcase Instructions/ Manual & tools | | |
| 36 | ATC System 1999 Levy Roll for Multiple Entities Owner Name & Address/ Property Description/ | 1999 | |
| 36 | Oct 6, 2000 @ 1:00pm/ PUEBLO de Palmas Phase 2 Meeting/ Meeting with Jaime Anzaldua/ Notes/ | 2000 | |
| 36 | Pueblo de Palmas/ Memo Feb 27, 2001/ Subdivision Phase I/ Notes / Restrictive Covenants/ first | 2001 | |
| 36 | Linda Vista Subdivision ( 3Units) Contractors Application for Bid/ Qualified Homeowners/ Footprint & | | |
| 36 | Building Housing Strengthening Communities/ Women Homeowners Strengthen the communities/ | | |
| 36 | March 10,2001 / US Dept Housing & Urban Devl Line of Credit Control System/ RE: Approving Official | 2001 | |
| 36 | IDIS Access Request Form (Temporary File Feb , 1999) Joe Garza | 1999 | |
| 36 | Dec 6, 2000/ IDIS user letter US Dept of Housing & Urban Devl Letter of access Granted Notice | | |
| 36 | Dec 4, 2000/ IDIS local Administration Letter authorization and Web page link/ About Web 390 | | |
| 36 | Memo 02/28/2001 / Cesar Torres leaving in two weeks/ cities for coordinator/ CDBG week April 16- | | |
| 36 | 2000 CDBG State of the Nations Housing Brochure / Economic Dev File/ Manuals/ Brochure/ Loan | | |
| 36 | CDS 98354, 108pp/ Audit Report City of Atlanta Empowering Zone Program 98-CH-259-1005/ Sept | | |
| 36 | County Auditors Authority/ Attorney General of Texas / June 18, 1971 | | |
| 37 | HUD 2020 Management Reform Plan; Notice | | |
| 37 | HAGGAR Manufacturing Plants | | |
| 37 | Habitat For Humanity La Frontera Initiative | | |
| 37 | Goals 1990-1991 Housing Assistance Plan/ RE: TX59-P448-005/ Project and our HAP on file or | 1990 | |
| 37 | A Special Report of the Texas Kids County Project/ | | |
| 37 | 1988- Health Care/ Texas-Mexico Border Area | | |
| 37 | Henry S. Miller Commercial | | |
| 37 | Hidalgo County Health Clinic / Hidalgo, Tx/ Citizen Inquiry | | |
| 37 | Hidalgo County Health Clinic EABPJT- 22305 | | |
| 37 | Hidalgo County Housing Authority / Low Rent Public Housing/ | 1990 | |
| 37 | HACH Low Rent Public Housing Application | | |
| 37 | County of Hidalgo Housing Authority Supportive Housing Program/ Rural Homeless Initiative | | |
| 37 | Homeownership Zone | | |
| 37 | Home Program LOCCS Voucher Register | | |
| 37 | Home Program Monthly Report | | |
| 37 | 1994 / Homelessness | 1994 | |

**ADMINISTRATION**
**BOXED FILES**

| BOX # | DESCRIPTION | YEAR | |
|---|---|---|---|
| 37 | Urban County Housing Assistance Plan | | |
| 37 | "Home Sweet Home" Program helps families by houses/ Newspaper Article Tuesday, February | 1997 | |
| 37 | AFL-CIO Housing Investment Trust | | |
| 37 | First Annual Conference on Homeless Population Issues/ Friday, April 19,1996/ Weslaco, Tx | 1996 | |
| 37 | Housing Investment Trust Fund/ Dec 16, 1993/ County Commissioners Courtroom 8:00am | 1993 | |
| 37 | U.S. Dept of Housing & Urban Devl / Town Hall Meeting/ April 12,1995 | 1995 | |
| 37 | 1993 / Housing Rehab Program | 1993 | |
| 37 | Housing Seminar / Feb 27, 1996/ Four Points Hotel/ Brownsville, Texas | 1996 | |
| 37 | NCDA-HUD Funding | | |
| 37 | HUD/ Consolidated Planning Training / December 5-9, 1994 | 1994 | |
| 37 | HUD Interactive Forum | | |
| 37 | HUD Published Income Limits and Median Income FY 1994 | 1994 | |
| 37 | HUD Priorities / October 1993 / Meeting Notes guide / Plan Goals/ | 1993 | |
| 37 | HUD Running Home Workshop/ Public Library/ Brownsville, Tx April 10 & 11 , 1996 | 1996 | |
| 37 | HUD/HAVE Spring Training / May 19, 1994 | 1994 | |
| 37 | HUD Community Devl. Directors Meeting/ February 24, 1995 | 1995 | |
| 37 | McAllen Affordable Community Master Plan | | |
| 37 | McAllen Affordable Homes | | |
| 37 | McAllen Comprehensive Housing Affordability Strategy | | |
| 37 | Magic Valley Electric COOP PUC-CCN Petition | | |
| 37 | Mandatory Postal Service Meeting/ Wednesday, august 6, 1997 @ 9:30am/ Courthouse Auditorium | 1997 | |
| 37 | MGT of America, Inc. | | |
| 37 | Microenterprise Development | | |
| 37 | Minority Business Development Center | | |
| 37 | Model Subdivision Rules | | |
| 37 | Legal Notice City of Weslaco/ Tue, Sept 16, 1997/ City Comm. Chambers Weslaco, Tx | 1997 | |
| 37 | 1995 Legislative Session | | |
| 37 | Legislative Agenda | | |
| 37 | Levi's Strauss Foundation | | |
| 37 | Hidalgo County Judge U.S Dept of HUD LOCCS/VRS | | |
| 37 | Lopezville Cottage Industry | | |
| 37 | Invest Learning Basics for a Lifetime | | |
| 37 | In trust USA- Tax Credit Application | | |
| 37 | JESSUP Subdivision | | |
| 37 | TDCA MAPS / Colonia Popular Dropper Road/ Joaquin Cerda Alton Streets to be Paved | | |
| 37 | LA Joya Affordable Home Ownership Development Project/ | | |
| 37 | Latimore, George H.U.D.- Washington D.C. | | |
| 37 | LeBLANC Construction Co. | | |
| 37 | Lease of Property to Non- Profit Corporation (Migrant Farm Workers) | | |
| 37 | Immigration Reform Act | | |
| 37 | U.S. Mexico Border XXI Program 1997 Implementation Plans | 1997 | |
| 37 | CDBG 1993 Income Limits | 1993 | |
| 37 | Income Limit 1994 | 1994 | |
| 37 | NEXUS Agreement Hidalgo County & Colonias Del Valle CASA Funds | | |
| 37 | Industrial Revenue Bonds Banworth Project | | |
| 37 | Instructions for Urban County Qualifications for Participation in the CDBG Program For Fy 1997-1999 | 1997-99 | |
| 37 | Newly Elected Officials Orientation | | |
| 37 | Notice of Funds Availability (COFA) Fiscal Year 1995 McKinney ACT Homeless Assistance Program | 1995 | |
| 37 | On-Site Wastewater Treatment Research Council | | |
| 37 | On-Site Wastewater Treatment Research Council- Fortieth Meeting Friday March 19, 1993 | 1993 | |
| 37 | On-Site Wastewater Treatment and Research Conference Program | | |
| 37 | Texas On-Site Wastewater Treatment and Research Council Annual Conference Oct 10-12, 1993 | 1993 | |
| 37 | Monte Alto Parks&Recreational Facilities Improvements County -Wide Project | | |
| 37 | Monte Alto, Texas Home Builders International | | |
| 37 | MOON BAR | | |
| 37 | More Dock Development | | |
| 37 | Morgan Keegan & Company, Inc. | | |
| 37 | 515 Multi Family Project La Villa, Texas | | |
| 37 | NCDA Violent Crime Control & Law Enforcement act of 1994 | 1994 | |
| 37 | HUD/ National Evaluation of the Community Development Block Grant Program | | |
| 37 | National Flood Insurance Program | | |
| 37 | J.D. Salinas Hidalgo, Tx / Urban Park & Recreation Recovery Program Rehab & Innovation GRANTS | 1994 | |
| 38 | Alton Park Acquisition 1 of 2 | 1993 | |

**ADMINISTRATION**
**BOXED FILES**

| BOX # | DESCRIPTION | YEAR | |
|---|---|---|---|
| 38 | Acquisition Check List /Acquisition (Park) Appraisal Rating Sheet/Appraisers Qualify Rec'd/Adver | 1993 | |
| 38 | Alton General Use Acquisition 2 of 2 | | |
| 38 | Check List(General Use)/ Adver. Notice Appraisal Services/ Appraisal Instructions (Gen. Use)/ | 1993 | |
| 38 | City of Alamo - Program Income Economic Devl. Loan Program Acct. | | |
| 38 | Winner's World/ Transamerica Products, Inc. Rydle's Service Station/ Loan Guarantee Agreement | | |
| 38 | Alamo City of Valley Wholesale Community Economic Devl. Project No. 02- | | |
| 38 | Valley Wholesale Meat Co., Inc. Business Plan April 1989/ Business Plan August 1990 Table of | 1992 | |
| 38 | City of Alamo General Administration 6107-0525 | | |
| 38 | Local Agreements/ Administration Amendments/ Miscellaneous/ Correspondence-Out/ Checklist | | |
| 38 | City of Alamo General Info Community Economic Development Project No. 02- | | |
| 38 | Project Checklist/ Compliance - Labor Standards/ Project Reports/ Professional Services Contract/ | | |
| 38 | Alamo City of Rydl Service Stat. Community Economic Devl Project No. 02-6107-0510-0000 | | |
| 38 | Rydl Service Station/ Transmission Faxes/ Agreements/ Loan Agreement/ | | |
| 38 | Alamo City of Transamerica/ Community Economic Development Project No. 02-6107-0510-0200 | | |
| 38 | Memorandum/Suggested Guide For Monitoring/ RE: City of Alamo vs. Rydl Services Station and | | |
| 38 | City of La Villa CDBG 1990 Economic Development (CDES) | | |
| 38 | Correspondence/ Contracts/ Monitoring Report/ Community Devl Emp. Services/ Miscellaneous/ | | |
| 38 | Alamo City of Winners World Community Economic Development Project No. 02-6107-0510-0400 | | |
| 38 | Memorandum/ Urban County Revolving Loan Program Loan to Winner's World/ Winners World | | |
| 38 | 1999 County Commissioner's Court Agendas- First Quarter | 1999 | |
| 38 | 1999 County Commissioner's Court Agendas- Second Quarter | 1999 | |
| 38 | 1999 County Commissioner's Court Agendas - Third Quarter | 1999 | |
| 38 | 1999 County Commissioner's Court Agendas- Fourth Quarter | 1999 | |
| 38 | 1998 County Commissioner's Court Agendas- First Quarter | 1998 | |
| 38 | 1998 County Commissioner's Court Agendas- Second Quarter | 1998 | |
| 38 | 1998 County Commissioner's Court Agendas- Third Quarter | 1998 | |
| 38 | 1998 County Commissioner's Court Agendas- Fourth Quarter | 1998 | |
| 38 | 1997 County Commissioner's Court Agendas - First Quarter | 1997 | |
| 38 | 1997 County Commissioner's Court Agendas - Second Quarter | 1997 | |
| 38 | 1997 County Commissioner's Court Agendas - Third Quarter | 1997 | |
| 38 | 1997 County Commissioner's Court Agendas - Fourth Quarter | 1997 | |
| 38 | 1996 County Commissioner's Court Agendas - First Quarter | 1996 | |
| 38 | 1996 County Commissioner's Court Agendas - Second Quarter | 1996 | |
| 38 | 1996 County Commissioner's Court Agendas - Third Quarter | 1996 | |
| 38 | 1996 County Commissioner's Court Agendas - Fourth Quarter | 1996 | |
| 38 | 1995 County Commissioner's Court Agendas - First Quarter | 1995 | |
| 38 | 1995 County Commissioner's Court Agendas - Second Quarter | 1995 | |
| 38 | 1995 County Commissioner's Court Agendas - Third Quarter | 1995 | |
| 38 | 1995 County Commissioner's Court Agendas - Fourth Quarter | 1995 | |
| 39 | HUD Colonia Initiatives | | |
| 39 | GEN Community Development Advisory Committee | | |
| 39 | Community Schools Youth Services And Supervision Grant Program | | |
| 39 | "Community Service Center" Common Wealth Community Service | | |
| 39 | Comprehensive Housing Affordability Strategy (CHAS) March 6, 1992 | 1992 | |
| 39 | County of Hidalgo Comprehensive Housing Affordability Strategy Annual Performance Report - FY | 1993 | |
| 39 | Comprehensive Housing Affordability Strategy (CHAS) 1993 | | |
| 39 | Comprehensive Housing Affordability Strategy (CHAS) 10/01/93 - 9/30/94 | | |
| 39 | Congressional Colonia Appropriations | | |
| 39 | Colonias | 1993 | |
| 39 | Colonias Del Valle - Youth Build Program | | |
| 39 | 1994 Consolidated Applicants | 1994 | |
| 39 | 1997 Consolidated Plan Public Hearing | 1997 | |
| 39 | 1995 Consolidated HUD Plan | 1995 | |
| 39 | 1995 Consolidated Plan | 1995 | |
| 39 | Consolidated Plan Citizen Participation Plan | | |
| 39 | Continuum of Care System Grant Application | | |
| 39 | Continental Community Funding | | |
| 39 | Copy Data Services Inc. | | |
| 39 | Contract with America | | |
| 39 | CPS Consultation with Public Housing Authorities and Housing Providers Jan 16, 1998 @ 1:00pm | 1998 | |
| 39 | Cypress Construction ATTN: Paul M. Vazaldua, Jr/ Fernando Cantu | | |
| 39 | Court Coordinators Wage Comparability | | |
| 39 | Contract Samples (As a Guide) | | |

**ADMINISTRATION**
**BOXED FILES**

| BOX # | DESCRIPTION | YEAR | |
|---|---|---|---|
| 39 | National Association of Counties Large Urban County Caucus | | |
| 39 | Court Appointed Special Advocate CASA | | |
| 39 | Claim No. 913471 Cause No. C-2188-92-D Sylvia Diaz vs. County of Hidalgo, J. Edgar Ruiz & Jesse | | |
| 39 | Delta Area Community Profile | | |
| 39 | Dinosaur Valley Construction K-Mart Jail | | |
| 39 | Economic Development Planning and Technical Assistance Contract City of Edcouch & UT Pan | | |
| 39 | Economic Development Corporation Franchise Tax Report 1995 | 1995 | |
| 39 | Economic Development Stats. | | |
| 39 | Economic Resources Profile U.S Impressions, Inc. | | |
| 39 | Economic Stimulus Package | | |
| 39 | Economically Distresses Areas Program of the Texas Development Board | | |
| 39 | EDA Application | | |
| 39 | City of Edcouch Termination of Determination of Lack of Capacity | | |
| 39 | Edinburg Economic Development Corporation Enterprise Zone | | |
| 39 | 1993 & 1994 Edinburg 2020 | | |
| 39 | Central Business District Parking Study City of Edinburg, Tx | | |
| 39 | Edinburg University Park Project | | |
| 39 | Hidalgo County EEO-4 | | |
| 39 | EEO - 4 Form | | |
| 39 | EEO-4 Forms June 1990 | 1990 | |
| 39 | EEO-4 Form/June 1991 | | |
| 39 | 1993 EEO-4 Forms | | |
| 39 | Downtown Revitalization Committee | | |
| 39 | El Mañana | | |
| 39 | El Paso County- Special Districts & Authorities -- Water & Utility | | |
| 39 | Citizen Complaint City of Elsa | | |
| 39 | Elsa Health Clinic | | |
| 39 | Emergency Community Development ACT | | |
| 39 | Hidalgo County Emergency Operations Plan | | |
| 39 | Environmental Procedures Workshop Dates: Aug 16-18, 1995/ Sheraton Bay front/ Corpus Christ, Tx | 1995 | |
| 39 | Fannie MAE - Colonias Office | | |
| 39 | Fannie Mae- Partner Opinion Mail Survey | | |
| 39 | Fannae MAE South Texas Advisory Council | | |
| 39 | 1995 Emergency Shelter Grant Final Report | | |
| 39 | Financial Management Review - John Sharp 1995 Letter | | |
| 39 | 1993 Final Statement | | |
| 39 | 1994 Final Statement | | |
| 39 | Financing Option - Water/ Sewer | | |
| 39 | Food & Nutrition Grant Application FOOD AND NUTRITION SERVICES | | |
| 39 | Galaxy Group, Inc. Edinburg, Texas | | |
| 39 | General Obligation Bonds Refinancing | | |
| 39 | GIS | | |
| 39 | The Glen Company Real Estate Appraisal, Consultation and Consulting Services | | |
| 39 | City of Granjeno | | |
| 39 | Texas Water Development Board Research and Planning Fund | | |
| 39 | Grants Workshop February 7-9, 1995 Albuquerque, New Mexico | | |
| 39 | Grant Writing Workshop Saturday April 29, 1995 | | |
| 39 | Grants man (Emergency Appointment) Employment of Alan Kamasaki | | |
| 39 | Endangered Species ACT Section 7 Consultation Documents | | |
| 39 | Environmental Regulatory Reinvention Roundtable - Thurs, May 4, 1995 Dallas, Texas | | |
| 39 | EPA Reynosa/Matamoros Sewer Plants | | |
| 39 | UCP 1989 Environmental Review | | |
| 39 | Faulkner Construction Company Chartwell Interest, Inc. | | |
| 40 | County of Hidalgo American Disabilities Act | 1994 | |
| 40 | AOL Internet Database Website | 1998 | |
| 40 | America On Line | 1997 | |
| 40 | American Power Conversion Batter Backup System | 1996 | |
| 40 | Atlas and Hall Revision of AIA Document | 1994 | |
| 40 | Atlas and Hall Revision of AIA Document B151 | 1995 | |
| 40 | Backup Basics | | |
| 40 | Bulletin Board Notices to Download | 1996 | |
| 40 | List of Eligible of Bonding Companies | 1988 | |
| 40 | CPS Upgrade Instructions | | |

**ADMINISTRATION**
**BOXED FILES**

| BOX # | DESCRIPTION | YEAR | |
|---|---|---|---|
| 40 | CPS HUD Community Planning Software Video Training | 1997 | |
| 40 | Consolidated Plan Update | 1998 | |
| 40 | 8th Annual Urban County Conference | 1998 | |
| 40 | Consolidated Plan | 1996 | |
| 40 | Citizens Summary Report | 1996 | |
| 40 | CEED RGV & Northern Mexico Information Factbook | 1990 | |
| 40 | US Dept of Commerce Bureau of Census | 1994 | |
| 40 | CPD Information | | |
| 40 | CPD Vision | | |
| 40 | Compaq Information | | |
| 40 | Computer World | 1998 | |
| 40 | Computer Quotes for Finance | 1998 | |
| 40 | Community 20/20 | 1998 | |
| 40 | Documentation on PC Specs for Upgrades | 1996 | |
| 40 | Enters Software Information | 1993 | |
| 40 | Economic Dev. Contracts | 1991 | |
| 40 | Faxes Out | 1999 | |
| 40 | Faxes Sent | 1998 | |
| 40 | Faxes Sent | 1997 | |
| 40 | Federal Register | 1989 | |
| 40 | Federal Reserve Bank | 1995 | |
| 40 | Forefront Direct, Inc. | 1998 | |
| 40 | Government Printing Office | 1994 | |
| 40 | Gen. Tech Incorp | 1997 | |
| 40 | Housing Matters | 1997 | |
| 40 | Home Mortgage Disclosure Act | 1995 | |
| 40 | Hazardous Material | 1991 | |
| 40 | Valley Tech Internet Provider | 1997 | |
| 40 | Hiline Internet | 1995 | |
| 40 | IDIS San Antonio | 1999 | |
| 40 | INMAC | 1997 | |
| 40 | JTPA Articles | | |
| 40 | Laptop Price Quotes | 2000 | |
| 40 | HUD Labels | | |
| 40 | Letters of Consistency CPS | 1999 | |
| 40 | Low and Moderate Income | 1994 | |
| 40 | Lower Rio Grande Valley Dev. Council Project Digest | 1998 | |
| 40 | TCDP Colonia Fund | 1999 | |
| 40 | CPS Consultation | 1999 | |
| 40 | Business Week | 1998 | |
| 40 | Career Track | | |
| 40 | Invest Learning | 1999 | |
| 40 | National Seminars | 1995 | |
| 40 | Abraham Tech | 1995 | |
| 40 | Advance Tech | 1996 | |
| 40 | Rehab Computer Price Quote | 1997 | |
| 40 | All Star Systems | 1998 | |
| 40 | Aspen Systems Corp. | 1998 | |
| 40 | Best Buy | 1995 | |
| 40 | CRC Computer Repair Center | | |
| 40 | Comp USA | 1998 | |
| 40 | Computer Education Solutions | 1997 | |
| 40 | Materials Contracts | 1992 | |
| 40 | Memorandums | 1996 | |
| 40 | Map & Plan Index | 1996 | |
| 40 | NOFA | 1994 | |
| 40 | NCDA | 1998 | |
| 40 | Anti Virus Notes | 1998 | |
| 40 | Notary Public Pamphlet Notes | 1997 | |
| 40 | Noise Assessment Guidelines | 1984 | |
| 40 | OAHP Issuance and Documents | 1997 | |
| 40 | Gateway Lease | 1997 | |
| 40 | Toshiba | 1996 | |

**ADMINISTRATION**
**BOXED FILES**

| BOX # | DESCRIPTION | YEAR | |
|---|---|---|---|
| 40 | Rehab Printer Quotes | 1997 | |
| 40 | Price Quotes Supplies | 1999 | |
| 40 | Price Quotes Computers | 1999 | |
| 40 | Purchase Contracts | 1999 | |
| 40 | Property Lease Contracts Motor Grader, Water Truck | 1990 | |
| 41 | Empowered Zone | 1995 | |
| 41 | Empowered Zone Advisory Committee | 1995 | |
| 41 | Summary Packets | 1995 | |
| 41 | El Paso Court of Inquiry Reports on Agencies | 1994 | |
| 41 | Hidalgo County Housing Finance CC Courtroom Meeting | 1993-1997 | |
| 43 | Faxes to Irma from Internal Audit Office | 2000 | |
| 43 | Income Guidelines First Time Homebuyer | 2000 | |
| 43 | Incoming Faxes Joe Garza | 2000 | |
| 43 | Expenditure Ratio | 2000 | |
| 43 | Requirement Agreement Draft | | |
| 43 | Sample Procurement Policy | | |
| 43 | Texas Adm Law Journal FHEO Info Binder | | |
| 43 | Publications Affordable Housing Finance | 2001 | |
| 43 | Purchasing Dept Health Ins. Policies Procedures Appraisal services | 1995 | |
| 43 | HUD CLIPs & Federal Registers | | |
| 43 | IDIS Activity Summary Student Guide | 2000 | |
| 44 | Cities/Precincts Outstanding Balances | 2002 | |
| 44 | Memos | 2004 | |
| 44 | Letters from Cities (Mayors) RE Workplans | 2004-2008 | |
| 44 | Original Forms Tax exempt,trip Log,Adm Visit report etc.) | | |
| 45 | Census 2000- Census Designation Place Workshop for Hidalgo County Agenda Tuesday Oct 13, 1998/ | 1998 | |
| 45 | HUD Correspondence April 24-30, 2000 Celebrate National Community Devl Week Matrix Codes/ | 2000 | |
| 45 | MEMO: Inspection on a CHDO Project with Rental Units/ Inspection on CHDO Projects/ Income | | |
| 45 | Faxes: Internal Audit Division/ City of Elsa/ Reyes Cortez/ Agenda Sept 3, 1991/ Agenda Feb 2, 1993/ | 1993 | |
| 45 | The Salvation Army / Monitoring Report / Checklist/ Activity Log/ Correspondence/ Working Papers/ | | |
| 45 | Upper Valley Community Partners, Inc./ Activity Log/ Monitoring Visits/ Fax Coversheets/ | | |
| 45 | Weslaco Boys & Girls Club/ Correspondence/ Checklist/ Activity Log/ Agenda Forms/ Monitoring | | |
| 45 | MEMO: June Employee Mileage Reimbursement & Sign In/Out Review/ 1999 Mileage | | |
| 45 | Subrecipient Questionnaire/ Pre-Assessment Visit/ | | |
| 45 | Workshop Attendance Logs/ | | |
| 45 | MEMO: Construction Projects January 13, 2000 | | |
| 45 | MEMO: Open Construction Project List September 28, 1999 | | |
| 45 | Directory of Health & Human Services McAllen, Tx 1999 Community Council of Rio Grande Valley, Inc. | | |
| 45 | Monitoring Forms/ Dividers & Checklists/ | | |
| 46 | CDBG Allocations for FY 1992 | 1992 | |
| 46 | CDBG Wk April 6-9 Activities of CDBG Funding | 1998 | |
| 46 | General Engineering Services | 1998 | |
| 46 | CHIP (Brochure) Affordable Health Ins. | 1998 | |
| 46 | Coop Agreement Sample | | |
| 46 | CPD Professional Update | 1996 | |
| 46 | CPS Monitoring Standards & Procedures | 1997 | |
| 46 | CPS Consultation Citizens Guide | 1999 | |
| 46 | CPS Plus Software Training STCC Mcallen | 1997 | |
| 46 | Compaq (Form) Letter Brochure | 1999 | |
| 46 | Compaq Ethernet PC Card NIC 220 | 1997 | |
| 46 | CompUsa Quotes | 1997 | |
| 46 | Calendar & Schedule Of Events | 1997 | |
| 46 | Camera Quotes, Invoices | 1997 | |
| 46 | Census Tract Info | 1990 | |
| 46 | Co Of Hidalgo Community Development Council By-Laws | 1993 | |
| 46 | Cameron Willacy CountySelf Help Center Report | 1997 | |
| 46 | Capers Working Papers ( Binder ,Citizen Summary Report) | 1997 | |
| 46 | Capers Annual Community Assesment FY98 | 1998 | |
| 46 | Casa Grant Closeout Docs Routing slip Copyrights Statements | 1997 | |
| 46 | Introducing the CDBG CD-Rom Sprint Net Security 1998 | 1998 | |
| 46 | Burton McCumber & Prichard Letters Faxes Expenditures | 1994 | |
| 46 | BDGTR Journal File City of Alton Expenditures | 1996 | |
| 46 | 2nd Annual Best Practices Awards ( Certificate) | 1998 | |

**ADMINISTRATION**
**BOXED FILES**

| BOX # | DESCRIPTION | YEAR | |
|---|---|---|---|
| 46 | Bonding Info Importance of Bonding in the Constr Industry | 1995 | |
| 46 | Business Frontier Federal Reserve Banl of Dallas Issue 2 | 1998 | |
| 46 | Business Grammar and usage Seminar Ref. guide | | |
| 46 | Burton McCumber and Pricahard Bill ( Invoice) | 1996 | |
| 46 | 8th Annual Conf Urban Co, Program | 1998 | |
| 46 | Allocations UCO Memos Funding, Proposals | 1998 | |
| 46 | Allocations UCO Memos Approval 1 Year Action Plan | 1997 | |
| 46 | Allocations UCP Memos Year 9 Memos Organizational Chart | 1996 | |
| 46 | Allocations Memos Allocations Formula Final Statement | 1995 | |
| 46 | A& M Project Surplus Funds | 1993 | |
| 46 | Additional Assignment Notes, Activity Report, Letters | 1994 | |
| 46 | Advertising Expenses Invoice Summary | 1995 | |
| 46 | Agenda Items Public Hearing Proposed Amendment Countywide | 1998 | |
| 46 | American lower Conversion APC (Back-up) | | |
| 46 | Asset Tracking Forms ( Transfer of Assets ) | 1999 | |
| 46 | Anti Virus ( Register Card) | 1997 | |
| 46 | Audit Requests ( Activity Report) Women Together | 1997 | |
| 46 | Audit Juan Nunez CPA Vender ID Project Summary | 1996 | |
| 46 | Audit Reports Submissions Letter National External Audit | 1995 | |
| 46 | Awards Expressions in Glass Price List | 1997 | |
| 46 | Community 2020 HUD Comm Planning Software | 1997 | |
| 46 | Community 2020 Activity Reports Memos | 1997 | |
| 46 | Community 2020 Training Audit Hilton | 1997 | |
| 46 | Computer Notebook Compaq- Gem Receipts | 1997 | |
| 46 | Computer Notebook Compaq- Gem Receipts | | |
| 46 | Computer Software Bid Proposal Reports Brochures | 1994 | |
| 46 | Civil Service (Temporary Rules) | 1995 | |
| 46 | Code of Conduct ( Forms) | | |
| 46 | Cole Directory Invoices Renewals Replacements | 1997 | |
| 46 | Colonia Application Planning Application Data | 1997 | |
| 46 | Colonia Grants Funding List Planning & Capacity | 1996 | |
| 46 | Colonia Letter Of Credit Documents Ist Natl (Lenders Cont) | 1996 | |
| 46 | Communications TDD Equipment Info | 1990 | |
| 46 | Community Profile Citizen Summary | 1997 | |
| 46 | Circulaars No. A- 133- Revised Audit State Local Non Profit | 1997 | |
| 46 | Citizens Guide Intoduction Binder | 1997 | |
| 46 | Community Planning Software (Video Training Brochure | 1997 | |
| 46 | City Staff Consultation Orientation CPS Update | 1997 | |
| 46 | Computer Notebook Quotes | 1998 | |
| 46 | Copy Data- Maintenance Contract | 1995 | |
| 46 | Correspondence( In ) Disclosure of Info Fin. CPD Notice | 1998 | |
| 46 | Correspondence out Acctsd Payable Summary | 1998 | |
| 46 | HUD Correspondence ( Appr of One Year Action Plan CDBG ESG | 1996 | |
| 46 | Correspondence In Faxes Memos | 1997 | |
| 46 | County Dept Ph # 's | | |
| 46 | Anthony Covacevich (UCP Info Conveyed while out on Travel) | 1997 | |
| 46 | Correspondence Out UCP Letters , Property Contract Loss Prev, Div | 1997 | |
| 46 | Draw Dowm Rate And Process Accts Payable Summary | 1998 | |
| 46 | Del Computer Notebook Notes Daily Activity Docs | 1996 | |
| 46 | Drug Free Workplace Training Agenda Memo | 1997 | |
| 46 | EZ-EC Main Contact List Empowerment Zone | 1998 | |
| 46 | Economic Development Preface CDBG | | |
| 46 | Elected Officials Consultation / Orientation CPS Update | 1997 | |
| 46 | Electronic Federal Tax Payment System | 1997 | |
| 46 | Emergency Shelter Grant (Letter Reporting Summary | 1997 | |
| 46 | Environmentals Workshop Part 58 Procedures | 1996 | |
| 46 | Equipment Lease Ricoh Copier Activity Report | 1995 | |
| 46 | Economics Survey UCP | 1997 | |
| 46 | PHA Approval for DP Assistance and Secondary Fin. | 1998 | |
| 46 | Fair Housing News April 1998 Issue | 1998 | |
| 46 | Fxes from Anthony Covacevich | 1998 | |
| 46 | Faxes From Samuel Victorina to B&G Club etx. | 1997 | |
| 46 | Faxes From Sylvia Nunez Garcia misc.1996 | 1996 | |

**ADMINISTRATION**
**BOXED FILES**

| BOX # | DESCRIPTION | YEAR | |
|---|---|---|---|
| 46 | Fax Activity Reports from Sylvia Nunez Garcia | 1996 | |
| 46 | Federal Grant Alert 10/6/97 Gov Office Of Planning Budget | 1997 | |
| 46 | Film Negatives for Monitoring Dept | 1997 | |
| 46 | Fin And Accounting Guide For Non Profit Org. | 1996 | |
| 46 | Finance Dept Accts Payable Summary | 1997 | |
| 46 | Fin. Info Project Detail Gen. Ledger Detail Report | 1995 | |
| 46 | Fire King Cabinet ( Key Distribution of the Fire Proof Cabinet) | 1998 | |
| 46 | Federal Per Diem Policy from Sandra Hernandez | 1994 | |
| 46 | Finance Manager (Duties Responsibilities | 1996 | |
| 46 | Float Funded Activities and Guarantees | 1996 | |
| 46 | Flores Construction Meeting Dec 31 Bid Approval App | 1996 | |
| 46 | Fixed Asset Records (Calculator etc.) | 1996 | |
| 46 | Form SF 424 App for Fed Assistance | 1998 | |
| 46 | Funding Scheduled for Recapture 6-30-98 Allocations FY 94 | 1998 | |
| 46 | FYI Computer (Backup Files)1996 | 1996 | |
| 46 | FYI General ( Balance Ledger) | 1996 | |
| 46 | Gen Adm Repairs & Maintenance | 1997 | |
| 46 | GPR Notes UCP GPR Reconsiliation 94-95 Grant # & Expenditures | 1995 | |
| 46 | Grant Funds Summary Reports Grant Funds | 1998 | |
| 46 | 2020 Housing Committee April Memos Ordinance zoning Subd. | 1995 | |
| 46 | HUD Consultation Memo ( Monitoring Status Reports | 1997 | |
| 46 | Home Program Budgets Bal. Yr 1992 1993 1994 | 1994 | |
| 46 | HUD Correspondence training Seminars Annual Meeting | 1996 | |
| 46 | Hewlett Packard Printer Info Set up Instructions | 1997 | |
| 46 | Laptop Computer Quotes ( Program Monitor) | 1997 | |
| 46 | HC Water Dev. Board ( Fin Statement Draft, OMB Circular No. A-128 | 1995 | |
| 46 | HWHF Corp9 Special Meeting Agenda Aug 27, | 1997 | |
| 46 | Housing Summary Data 1990 Census of Pop Housing | 1990 | |
| 46 | IDIS Comp Specs Compaq PaqFax Literature | 1996 | |
| 46 | Income Limits State: Texas Prepared: 11-18-96 | 1997 | |
| 46 | International Trade Tech Building ( Letter from UTPA Grand Opening | 1998 | |
| 46 | Inventory Listing J-Quad & Associates Corresp. ( Letter ,Ms Garcia | 1994 | |
| 46 | UCP Section 108 La Joya Project | 1997 | |
| 46 | LOCCS Balance and IDIS Problem ( HOME Grant) | 1998 | |
| 46 | LOCCS VRS- Terms of Access 2-26-98 Us Dept HUD | 1998 | |
| 46 | Letters to Headstart and Community Agency Service | 1997 | |
| 46 | Letters of Support ( Dismas, Charities, Horeizons TOPS, POPS | 1997 | |
| 47 | City of La Villa Street Imp; 5098-00-45-0311-5000-4500 $8785.70/ Part I- Professional Service | 2000 | |
| 47 | City of Hidalgo Public Facilities & Imp; 5098-35-0300-5000-3500 $114,828.18/ Construction Contract | 2001 | |
| 47 | City of Alamo Street Improvements Project 5098-00-05-0311-5000-0500 $587,904.79/ Project | 2000 | |
| 47 | Hidalgo County -TDHCA Colonia Fund Program Contract #718075 $34,447.32/ Approval of | 1999 | |
| 47 | City of Donna Public Services 5001-15-0500-5000-1500 $5,000.00/ Memo Sub Recipient Agreement | 2001 | |
| 47 | Donna,Elsa,Mercedes,SanJuan, Pct2,Pct4/ Senior Services 5001-XX-0501-5000-XXXX/ Amigos Del | 2001 | |
| 47 | ESG American Red Cross South Tx Charter/ Maintenance & Operations 5500-09-5501-5000-0901 | 2001 | |
| 47 | ESG Mujeres Unidas/Women Together Maintenance & Operations 5500-53-5501-5000-5301 | 2001 | |
| 47 | ESG Community Service Agency/ Maintenance & Operations 5500-13-5501-5000-1301 $10,000.00/ | 2001 | |
| 47 | Hidalgo County Pct 3 Substance Abuse Services 5500-93-0506-5000-9300 $16,000.00/ Sub recipient | 2000 | |
| 47 | City of La Joya Youth Services 5000-40-0504-5000-4000 $25,000.00/ Sub recipient Agreement/ | 2001 | |
| 47 | City of Elsa Youth Services 5000-25-0504-5000-2500 $50,000.00/ Sub recipient Agreement | 2001 | |
| 47 | City of Edcouch Health Services 5000-20-0503-5000-2000 $10,000.00/ Sub recipient Agreement | 2001 | |
| 47 | City of Edcouch Youth Services 5000-20-0504-5000-2000 $25,000.00/ Sub recipient Agreement | 2001 | |
| 47 | Hidalgo County Pct 1 Public Services 5000-91-0514-5000-9100 $5,000.00/ Sub recipient Agreement | 2001 | |
| 47 | Case # CW 85-00-22/ County of Hidalgo * State of Texas/ Deferred Loan/Grant Owner Occupied | 2000 | |
| 47 | Case # CW 85-00-09/County of Hidalgo * State of Texas/ Urban County Program Owner Occupied | 2000 | |
| 47 | Copy of Agenda Request Form/ Approval of Amendment to the Professional Services Contract with | 2000 | |
| 47 | UCP Contract Change Order Request/ City of Alamo RE: Extend the proposed 8" water line No 5098- | 2000 | |
| 47 | COPY Texas Benefit Planning, Inc. / April 6, 2001/ Mr. Joe Garza RE: Circle Trust Contract Agreement | 2001 | |
| 47 | City of Alamo Youth Center 5097-98-99-05-0304-5000-0500 $43,600.00/ Part I- Professional Services | 2000 | |
| 47 | City of Alamo Parks, Recreational Facilities 5097/99-05-0306-5000-0500 $34,200.00/ Part I - | 2000 | |
| 47 | MEMO: February 20, 2001/ Contracts City of Elsa & Amigos Del Valle/ Sub recipient Agreements | 2001 | |
| 47 | City of Elsa Agreement on March 28th between Jaime Enriquez by Quintanilla & Headley Associates, | 2000 | |
| 47 | Demolition Contract/ Hidalgo County joined by City of Elsa on June 27th called Contractor/ Clearance | 2000 | |
| 47 | Construction Contract agreement entered on May 17th joined by City of Elsa | 2000 | |

**ADMINISTRATION**
**BOXED FILES**

| BOX # | DESCRIPTION | YEAR | |
|---|---|---|---|
| 47 | Construction Contract agreement entered on August 29th joined by City of Elsa doing business as | 2000 | |
| 47 | Part I- Professional Services Agreement / entered on October 9th a political subdivision with City of | 2000 | |
| 47 | Agenda Request Form/ October 03, 2000/ Approval of Change Order #1 for R&E Construction - City of | 2000 | |
| 47 | MEMO: June 22, 2001/ Contracts (Bee Healthy and City of Elsa) attached original Sub-Recipient | 2001 | |
| 47 | MEMO: March 19, 2001/ Contract City of Elsa Street Improvements (Construction of Seven Street) for | 2001 | |
| 47 | Construction Contract/ Hidalgo County joined City of Elsa and Javier Rodriguez( R&E Construction) on | 2000 | |
| 47 | Part I-Professional Services Agreement City of Elsa and Eulalio Ramirez authorized Engineer by | 2000 | |
| 47 | City of Granjeno: Construction Contract/ City of Granjeno with Mayor Rafael Garza & Sascon, Inc. on | | |
| 47 | City of Granjeno: Agreement entered into March 16th between hidalgo county joined City of | 2001 | |
| 47 | City of Granjeno: Part I- Professional Services Agreement / entered on November 3rd City of | 1999 | |
| 47 | city of Granjeno: Non-Refundable Construction Payment Agreement W.O. No 20786253 May 14, | 1998 | |
| 47 | City of Hidalgo: Part I-Professional Services Agreement between County of Hidalgo & City of Hidalgo | 1999 | |
| 47 | City of Hidalgo: Construction Contract agreement entered joined City of Hidalgo through Mayor John | 2000 | |
| 47 | City of Hidalgo: Part I- Professional Services Agreement entered with City of Hidalgo and Melden & | 2001 | |
| 47 | City of La Villa: UCP Contract Change Order Request / City of La Villa/ Project: Gymnasium Addition | 1999 | |
| 47 | City of La Villa: Part I-Professional Services Agreement/ City of La Villa and Alcocer Garcia Associates | 2001 | |
| 47 | City of La Villa: Construction Contract/ Hidalgo County joined City of La Villa and S.D.S. Inc | 2001 | |
| 47 | City of La Villa: UCP Contract Change Order Request city of La Villa Project: Gymnasium Addition to | 2001 | |
| 47 | City of La Joya: Agreement for Professional Services entered on January 16th and Hinojosa | 2001 | |
| 47 | City of La Joya: Part I- Professional Services Agreement entered into June 27th between Hinojosa | 2001 | |
| 47 | City of La Joya: Construction Contract / City of La Joya Charlene Aubrey doing business as Longhorn | 2000 | |
| 47 | City of La Joya: COPY Agenda Request Form/ July 5th/ Approval of a Professional Services Contract | 2001 | |
| 47 | City of La Joya: COPY Agenda Request Form/ October 3rd/ Approval of Change Order #1 for ROCOSA | 2000 | |
| 47 | City of La Joya: Agreement for Professional Services entered on August 29th between Hidalgo | 2000 | |
| 47 | City of La Joya: Construction Contract Agreement entered on September 5th between Hidalgo | 2000 | |
| 47 | City of La Joya: City of Mercedes: Subrecipient Agreement entered between Hidalgo County joined | 2000 | |
| 47 | City of Mercedes: Part I- Professional Services Agreement City of Mercedes and Richard Salinas | | |
| 47 | City of Mercedes: Subrecipient Agreement entered between Hidalgo County joined City of | 1998 | |
| 47 | City of Mercedes: Subrecipient Agreement entered on October 5th Political subdivision State of | 1997 | |
| 47 | City of Mercedes: Subrecipient Agreement State of Texas joined City of Mercedes with Amigos Del | 1997 | |
| 47 | City of Mercedes: Part I Professional Services Agreement entered on July 7th joined by City of | 1999 | |
| 47 | City of Palmview: Construction Contract entered on March 7th between Hidalgo County joined City | 1999 | |
| 47 | City of Palmview: Part I- Professional Services Agreement joined by City of Palmview and Richard | 1998 | |
| 47 | City of Palmview: Ebony Hollow Subdivision / April 04 , 2000 City of Palmview 5099-55-0311-5100- | 2000 | |
| 47 | City of Penitas: Construction Contract agreement entered into August 14th / City of Penitas called | | |
| 47 | City of Progreso: Part I- Professional Services Agreement/ 5099-65-0311-5000-6500 $7,515.55 | | |
| 47 | City of Progreso: Construction Contract entered into August 5th A&E Paving Construction/ City of | 2000 | |
| 47 | City of Progreso: Jan 18th entered into City of Progreso and Javier Hinojosa Engineering | 2000 | |
| 47 | City of San Juan: Subrecipient Agreement 5000-75-0501-5000-7500 $10,000.00 Entered on | 2000 | |
| 47 | City of San Juan: Construction Contract Hidalgo County joined by City of San Juan through Mayor | 2000 | |
| 47 | City of San Juan: Part I- Professional Services Agreement 5000-75-0311-5000-7500 $9,100.00 | 2000 | |
| 47 | City of San Juan: 5000-75-0311-5000-7500 $47,914.50 October 17th Noe Garza Engineering with | 2000 | |
| 47 | City of San Juan: 5099-75-0501-5000-7500 $10,000.00 October 5th Amigos Del Valle, Inc. political | 2000 | |
| 47 | City of San Juan: Abbreviated Form of Agreement between Owner & Architect/ made on October | 2000 | |
| 47 | City of Weslaco: Subrecipient Agreement 5099-80-0501-5000-8000 $15,000.00 entered on October | 1999 | |
| 47 | City of Weslaco: Abbreviated Form of Agreement between Owner & Architect/ made on February | 1999 | |
| 47 | Precinct # 1: Agenda Form: January 3rd approval of a Contract Amendment to the Professional | 1999 | |
| 47 | Precinct # 1: Agenda Form: November 28th approval of a Construction Contract with S&G Paving | 1999 | |
| 47 | Precinct # 1: Subrecipient Agreement #5099-91-0504-5000-9100 $5,000.00/ Hidalgo County PCt #1 | 1999 | |
| 47 | Precinct # 2: Subrecipient Agreement 5000-92-0501-5000-9200 $5,000.00 entered on November 7th | 2000 | |
| 47 | Precinct # 2: 5099/00-92-0509-5000-9200 $7,500.00 agreement made and entered into December | 1999 | |
| 47 | Precinct # 2: MEMO: December 1, 2000 Contracts Pct 2 & Hidalgo Youth Center MEMO: December 5, | 2000 | |
| 47 | Precinct # 2: MEMO: May 30, 2001 Contracts Pct 2 & Pharr Boys & Girls Club (Las Milpas Unit) | 2000 | |
| 47 | Precinct # 2: MEMO: April 5, 2001 Contracts / Pct 2 & CASA | 2000 | |
| 47 | Precinct # 3: Part I - Professional Services Agreement Hidalgo County Pct No.3 and Raul Sesin | 2001 | |
| 47 | Precinct # 3: Subrecipient Agreement 5000-93-0504-5000-9300 $7,000.00 entered on October 9th | 2001 | |
| 47 | Precinct # 3: Agenda: November 28th, 2000 Approval of a Professional Services Contract with Sesin | 2000 | |
| 47 | Precinct # 3: Construction Contract entered into June 27th between Hidalgo County Pct No.3 through | 2000 | |
| 47 | Precinct # 4: Subrecipient Agreement 5096/99-94-0504-5000-9400 $7,500.00 entered on November | 2000 | |
| 47 | Precinct 4: MEMO: August 15, 2001 / Contracts / D.M. Cramer, Inc. & Pct 4 / Attached original | 2000 | |
| 48 | Service to Disadvantage Grant | 1987 | |
| 48 | Application for Federal Assistance Colonias | | |
| 48 | Colonia Bookmobile Service Proposal | 1986 | |

**ADMINISTRATION**
**BOXED FILES**

| BOX # | DESCRIPTION | YEAR | |
|---|---|---|---|
| 48 | Levi Strauss (McAllen Plant ) Prepared by Frank Briones (Proposal to build a new facility) | | |
| 48 | Proposal from Lower Rio Grande Valley Dev. Homemaker /Home Health Aid Training Program | 1987 | |
| 48 | LRGVDC - Committee Meeting to review applications | 1987 | |
| 48 | LRGVDC - FY'88 Criminal Justice Application | 1987 | |
| 48 | United States Dept. of Commerce - McAllen Standard Metropolitan Statistical Area (SMSA) | 1987 | |
| 48 | NESFAC, Inc. - Bob Williams (flyer) | No date | |
| 48 | Right Away Food project 11-A PIC Planning Recommendations | 1987 | |
| 48 | Texas Parks & Wildlife Dept. - Precinct 2 Grant Application - Letter addressed to Judge regarding | 1989 | |
| 48 | Precinct 3 - Parks & Wildlife - Anzaldua's Park Project # 48-00049 - pictures / Letters regarding | 1988 | |
| 48 | Alicia M Guerrero - Public information Statistical Data base proposal | No date | |
| 48 | Anti-Drug Project - Hidalgo Coiunty combined Law Enforcement & Special Crimes Task Force - Grant | 1987 | |
| 48 | Lieutenant Governor's Office - Built Texas Program - signed Resolution | 1987 | |
| 48 | County of Hidalgo - Dept of Community Affairs - Council meeting agenda | 1987 | |
| 48 | Guidelines for charging employment generating activities cost - proposed use of employment | 1985 | |
| 48 | County of Hidalgo - Dept of Community Affairs - Strategic Planning Group - Transmittal of Mgt. Dev,. | 1987 | |
| 48 | Cameron County - Program Dev. & Mgt. Dept. | 1987 | |
| 48 | Conferences lonforamtion - Commissioners court training | 1987 | |
| 48 | CPL - Annual Reports and Court of appeals | 1987 | |
| 48 | July 4 trip to Queretaro | 1987 | |
| 48 | Grant Award with Texas Parks & Wildlife commission | 1987 | |
| 48 | KOCH - The National Provisioner | 1987 | |
| 48 | Newsletter - HUD | 1987 | |
| 48 | The State of Texas -Office of Leiutenant Governor | 1987 | |
| 48 | Memo - Internal from Victor Alonzo , Planning for Administration of Major Dept. | 1987 | |
| 48 | Dept of Community Affairs - Reg. NAB Clearinghouse Economic Dev. | 1987 | |
| 48 | Release of Funds - Notification of Intent of Request - City of Edinburg | 1987 | |
| 48 | Motivation Education & Training, Inc. draft grant application submitted to Judge for review | 1987 | |
| 48 | Letter from City of Edinburg addressed to Frank Briones regarding meeting | 1987 | |
| 48 | Midwest Research Institute (MRI) report | 1987 | |
| 48 | Letter to Frank Briones, JTPA from City of La Feria - EDA Project # 08-11-02555 Request for Proposal | 1987 | |
| 48 | Public Hearing Precinct 3 - process of developing a grant application to be submitted to the Tx Dept of | 1987 | |
| 48 | Hidalgo County Agricultural Dev. Corp - Articles of Incorporation, Municipal Bond Attorneys in | 1987 | |
| 48 | MID - Hidalgo County Industrial Dev. Authority, Inc. - application for financial participation | 1988 | |
| 48 | Process by which Raymondville Willacy County came to be designated as an Enterprise Zone | 1988 | |
| 48 | Letter - Renato Cuellar - The State of Texas House of Rep. # 42 - Testimony gives a step by step | 1988 | |
| 48 | Dept. of Commerce Letter addressed to Judge in Willacy & Mayor approving Willacy / Raymondville | 1988 | |
| 48 | Internal letter from county auditor to judge Subject: Non reimbursement (request denied) byt the | 1988 | |
| 48 | Internal letter form County auditor to Precinct 1 Commissioner - Subject: Billing for County Match | 1988 | |
| 48 | Internal Letter from County Auditor for Texas Parks & Wildlife Dept. Subject: Billing # 1 for Hidalgo | 1988 | |
| 48 | 1980 Census Legend | 1980 | |
| 48 | Letter from HUD address to Urban County regarding software package that will help CDBG grantees | 1988 | |
| 48 | Agenda Officials meeting - attached County Progress News | | |
| 48 | Invoice Statement from Albert Champion Consultant : Project name: Planning & Capacity Building | 1988 | |
| 48 | Contract to process Municipal Solid Waste between City of Pharr and Rodrigo Ayala and Matias Pena, | 1988 | |
| 48 | Proposal to process Municipal Solid Waste for the Commercial Waste Disposal presented by Pena- | 1988 | |
| 48 | Memo to Judge from Community & Economic Dev, Director Subject: AMRS Training Activity | 1988 | |
| 48 | Automation Research System Limited Training Registration for HUD at Fort Worth, TX | 1988 | |
| 48 | Expenditure detail report | 1988 | |
| 48 | Letter to Judge from Texas Parks & Wildlife Dept regarding Hidalgo County Sunrise Park Billing # 1- | 1988 | |
| 48 | Hidalgo County Sunrise Hill Park - Billing # 1 amount $13,449. | 1988 | |
| 48 | Copy of check -State Comptroller to Hidalgo County $6,724.50 | 1988 | |
| 48 | L & L Rodriguez & Associates, Inc. Consulting Engineers / Planners / Surveyors requesting to submit | 1988 | |
| 48 | County Auditor letter addressed to County Judge Subject: Texas Dept of Commerce, Planning & | 1988 | |
| 48 | Brown Folder - City of Donna Street Improvements B88-UC-48-0501 City of Donna Workplan | 1988 | |
| 48 | Brown Folder - City of Edcouch - Community Dev. - Economic Dev. Plan # 02-6257-015-000 Economic | 1988 | |
| 48 | Brown Folder - City of Edcouch - Street Improvements Notice to proceed, Contract Sason, Insurance | 1989 | |
| 48 | Brown Folder - City of Hidalgo Street Improvement - empty folder | 1989 | |
| 48 | Brown Folder - City of Elsa - Parks & Rec. Facilities | 1989 | |
| 48 | Brown Folder - City of Hidalgo - Non Historical Historic Presev. # 02-6357-1502-0000 | None | |
| 48 | Brown Folder - City of Hidalgo - Acqusition of Real Property | 1989 | |
| 48 | Brown Folder - City of Donna Housing Rehab | 1989 | |
| 48 | Brown Folder - City of Edcouch - Removal of Architectural Barriers | No date | |
| 48 | Brown Folder - City of Edcouch - Neighborhood Fac. | 1989 | |

**ADMINISTRATION**
**BOXED FILES**

| BOX # | DESCRIPTION | YEAR | |
|---|---|---|---|
| 48 | Brown Folder - City of Edcouch - Interim Asst. | 1990 | |
| 48 | Brown Folder - City of Donna - Renovation of | 1989 | |
| 48 | Brown Folder - City of San Juan - Planning | 1990 | |
| 48 | Brown Folder - City of San Juan - Public Services | 1990 | |
| 48 | Brown Folder - City of Hidalgo - Housing Rehab | 1990 | |
| 48 | Brown Folder - City of San Juan - Parks Rec. Fac. | no date | |
| 48 | Brown Folder - City of San Juan - Street Imp. | 1989 | |
| 48 | Brown Folder - City of Elsa - Street Imp | 1989 | |
| 48 | The University of Texas Health Science Center at Houston - regarding Sister Marian Strohmeyer, RSM - | 1989 | |
| 48 | Primary Health Care Services Program grant 1987-1988 | 1989 | |
| 48 | Memo to Judge From Library Coordinator - Reg: Service to Disadvantage Grant (Bookmobile) | 1987 | |
| 48 | Application for Federal Assistance - Hidalgo County Library System | 1988 | |
| 48 | Colonia Bookmobile Service - A proposal to provide bookmobile service to Hidalgo County Colonias | 1987 | |
| 48 | Library Services & Construction Act - Title 1 - Public Library Services for Disadvantages populations | 1987 | |
| 48 | Levi Strauss (McAllen Plant ) Proposal by Frank Birkhead | 1987 | |
| 48 | LRGVDC Area Agency on Aging (AAA) request for proposals | 1986 | |
| 48 | LRGVDC Professional Advisory Review Panel | 1987 | |
| 48 | LRGVDC Criminal Justice Application / Plan | 1987 | |
| 48 | Minority Business Dev. Agency - McAllen Standard Metropolitan Statistical Area | 1987 | |
| 48 | Competitive Agreement Application - Blank form | 1987 | |
| 49 | Hidalgo County Statistics 1987 - 1994 | 1987 - 1994 | |
| 49 | Home/Rehab Program Proposal for Precinct 1, 2, 3, 4 - April 2002 | 2002 | |
| 49 | CPD's Grant Management System - HUD Consultation meeting - January 1997 | 1997 | |
| 49 | CPD's Grant Management System - HUD Consultation meeting - January 1998 | 1998 | |
| 49 | HOME Participating Jurisdictions Comm. Status Report - August 10, 1999 | 1999 | |
| 49 | HUD 2000 Budget Summary - April 30, 1999 | 1999 | |
| 49 | HUD Consultation Meeting with H.C. - February 5, 1999 | 1999 | |
| 49 | HUD Consultation - August 25, 1999 | 1999 | |
| 49 | HUD Internet - 1992 thru 2000 | 1992 - 2000 | |
| 49 | IDIS Live - October 1999 | 1999 | |
| 49 | H.C. Industrial Development - January 9, 1995 | 1995 | |
| 49 | H.C. Industrial Development Corporation (Formation Documents) - 1988 | 1988 | |
| 49 | Joe Garza - UCP Director (September 2000 thru December 2001 | 2001 | |
| 49 | Jewelry Making Cottage Industry Prop Org/Owner Structure - June 1995 | 1995 | |
| 49 | UCP Key Log - November 2001 | 2001 | |
| 49 | La Villa TX Project Mobile Home Mfr. - February 1997 | 1997 | |
| 49 | Litigation File Seven Subdivision Project - Andrea Garcia - September 2001 | 2001 | |
| 49 | City of La Villa - Prop Economic Deve. Project - January 2000 | 2000 | |
| 49 | UCP Loan Servicing Policy - October 1996 | 1996 | |
| 49 | Management Science Institute Consulting Group - Carlos Trevino, Jr. - March 2001 | 2001 | |
| 49 | Municipal Utilities Districts (MUD) October 1997 | 1997 | |
| 49 | Monitoring 2002 | 2002 | |
| 49 | News 8 - Austin, TX February 2001 (March 19 & 20 ) | 2001 | |
| 49 | Town Crier | 2000 | |
| 49 | Open Accounts Listing | No date | |
| 49 | Open Records Act - October 2000 | 2000 | |
| 49 | Open Records Request - December 18, 2000 | 2000 | |
| 49 | Public Information Request - December 2000 | 2000 | |
| 49 | Partnership with City of McAllen and City of Edinburg - October 2000 | 2000 | |
| 49 | Phil Gramm, Seneator Biography - January 2002 | 2002 | |
| 49 | Project Hope University Comm. Partnership Agreement - June 1998 | 1998 | |
| 49 | Project Self Eco, Dev. Initiative Section 108 (1998-2000) | 1998-2000 | |
| 49 | Project Housing & Eco,. Dev. - June 1999 | 1999 | |
| 49 | $1 Million Revolving Loan Fund | 1999 | |
| 49 | Raba Kistner Folder | 1997 | |
| 49 | Radical Disparities in HOME Mortgage Lending in Texas - June 1994 | 1994 | |
| 49 | Regional Composing Facility - January 1994 | 1994 | |
| 49 | Ch. 10 Rehab of Private Property | No date | |
| 49 | Rehab Program Loan / Grant COPC - UTPAU | No date | |
| 49 | Rehab Supervisor Applicants - September 1996 | 1996 | |
| 49 | John L. Gunther Blue Ribbon Prac. In Comm. Dev. - August 1997 | 1997 | |
| 49 | Requests for Statement of Qualifications for Construction Testing | 1998 | |
| 49 | Reinvest Zone # 1, City of Edinburg Public hearing CCC Meeting - November 25, 1997 | 1997 | |

**ADMINISTRATION**
**BOXED FILES**

| BOX # | DESCRIPTION | YEAR | |
|---|---|---|---|
| 49 | UCP Request for Release of Funds 1993 | 1993 | |
| 49 | UCP Request for Release of Funds 1994 | 1994 | |
| 49 | UCP Request for Release of Funds 1995 | 1995 | |
| 49 | UCP Request for Release of Funds 1996 | 1996 | |
| 49 | Resolution Authorizing UC Director to sign HOME Program contracts - - July 1994 | 1994 | |
| 49 | Approved Resolution UCP Consolidated Plan | 1997 | |
| 49 | Resolution UCP Procurement Standards | 1997 | |
| 49 | A resource guide for Local Officials - March 1993 | 1993 | |
| 49 | Revision of 1st Time Homeowner Documents - September 1997 | 1997 | |
| 49 | Sierra Club Vs. James S. Baker | 1992 | |
| 49 | Rio Grande Valley Chamber of Commerce | 1995 | |
| 49 | RGV Partnership / Chamber of Commerce Valley Build | 1996 | |
| 49 | A Sustainable Dev. Initiative for RG / Rio Braco Basin | 1993 | |
| 49 | The Salvation Army - Emergency Shelter Grant Program | 1999 | |
| 49 | Guadalupe Sanchez - Precinct 2 Rehab - December 2001 | 2001 | |
| 49 | Section 108 packets | 1997 | |
| 49 | Seminars / Training / Conferences | 1993 | |
| 49 | Tonya, Inc. | 2000 | |
| 49 | HC UCP Institutional Structure | No date | |
| 50 | Employee/Visitor Drop Off Logs Visitor Lovisit and Copies of 2009 Mail Correspondence | 2005-2008 | |
| 51 | Seminars / Training | 2004 | |
| 51 | TALHFA DRS Hidalgo Willacy HFC | 2004 | |
| 51 | TALHFA Noe T. Loya | 2004 | |
| 51 | TALHFA Joe Alexandre | 2004 | |
| 51 | TALHFA - Hector Tito Palacios | 2004 | |
| 51 | TALHFA - Correspondence | 2004 | |
| 51 | TALHFA - Sylvia Handy | 2004 | |
| 51 | Tx. Dept. of Housing_Community Affairs | 2004 | |
| 51 | Tx. Historical Commission | 2004 | |
| 51 | TX Parks & Wildlife | 2004 | |
| 51 | Travel - Diana R. Serna | 2004 | |
| 51 | Travel - Precincts | 2004 | |
| 51 | Travel - Staff | 2004 | |
| 51 | Willette & Guerra LLP | 2004 | |
| 51 | X-Mas Cards | 2004 | |
| 51 | Misc. Brochures Phamplets file | 2004 | |
| 53 | Skipped # - No Box | No Box | |
| 54 | Technical Report - Business Credit Availability in RGV | | |
| 54 | South Texas Maquiladora Supplies Project | agendas | |
| 54 | Technical Report - Possible Impact of a U.S. Mexico Free Trade | 1992 | |
| 54 | Technical Report - RGV Historic Corridor - Economic Impact | 1992 | |
| 54 | Technical Report - Education & Training Cost Estimates | 1992 | |
| 54 | Technical Report - Mexicos Maquiladora Program | 1992 | |
| 54 | CEED Status Report | 1992 | |
| 54 | CEED Regional Advisory Council | 1992 | |
| 54 | CEED Chronicle | 1992 | |
| 54 | CEED Advisory Council Meeting | 1992 | |
| 54 | CEED Advisory Board | 1992 | |
| 54 | CEED Advisory Council | 10/19/1994 | |
| 54 | NCDA Washington Reports | 8/30/1993 | |
| 54 | NCDA Washington Reports | 1993 | |
| 54 | NCDA Washington Reports | 1991 | |
| 54 | NCDA Washington Reports | 2000 | |
| 55 | Personal Success Planner | 2001 | |
| 55 | HC UCP Consolidated Plan 1995 | 2002 | |
| 55 | 24 CFR Part 570 GPR Housing & Dev. Act 1974 | | |
| 55 | HUD Direct Distribution Center Catalog | 1995 | |
| 55 | HUD Websites | 1988 | |
| 55 | 2003 Consolidated Plan for UCP | 2001 | |
| 55 | 2004 HC UCP 1 Year Action Plan (Citizen's Copy) | 1998 | |
| 55 | 2004 Correspondence Log | 2003 | |
| 55 | Telephone Directory (Binder) consists of HUD Water Development Board, HF Corp. of CHDOS, etc. | 1996 & 1997 | |
| 56 | Application Supported Consistence with CPS | 1995-1998 | |

**ADMINISTRATION**
**BOXED FILES**

| BOX # | DESCRIPTION | YEAR | |
|---|---|---|---|
| 56 | Home Division Corresp | 2002 | |
| 56 | Seminars Training | 2006 | |
| 56 | Travel ( Request Forms) 2006 | 2006 | |
| 56 | Christmas Cards , Brochures Pamphlets | | |
| 58 | Skipped # - No Box | no box | |
| 59 | Skipped # - No Box | no box | |
| 60 | Skipped # - No Box | no box | |
| 61 | Skipped # - No Box | no box | |
| 62 | Skipped # - No Box | no box | |
| 63 | Skipped # - No Box | no box | |
| 64 | Skipped # - No Box | no box | |
| 65 | Skipped # - No Box | no box | |
| 66 | HC UCP 1st HUD Funding Approval 8/30/1988 | 1988 | |
| 66 | Homeownership Options under HOME Program | N/A | |
| 66 | BECC/COCEFF Border Environment | 1996 | |
| 66 | Section 108 Underwriters Criteria | 1997 | |
| 66 | Consolidated Annual Action Plan FY 2006 | 2006 | |
| 66 | HC UCP Internal Audit Compliance of CDBG for 1/1999 to 6/2000 | 1/1999 - 6/2000 | |
| 66 | HC Audited Annual Financial Report - December 31, 1991 | 1991 | |
| 66 | HC Audited Annual Financial Report - December 31, 1990 | 1990 | |
| 66 | HC & Belated Component Entities Comp. Annual Financial Report - December 31, 1989 | 12/31/1989 | |
| 66 | HC & Belated Component Entities Comp. Annual Financial Report - December 31, 1988 | 12/31/1988 | |
| 66 | HC Audited Annual Financial Report - December 31, 1987 | 1987 | |
| 66 | HC Auditors Separate Management Letter - December 31, 1991 | 1991 | |
| 66 | HC Audited Annual Financial Report - December 31, 1992 | 1992 | |
| 66 | HC UCP Internal Audit on Compliance of CDBG - January 1999 - June 2000 | 1/1999-6/2000 | |
| 66 | HC Audited Annual Financial Report - December 31, 1990 | 1990 | |
| 66 | Creditors Remedies & Debtors Rights 1999 (book) | 1999 | |
| 66 | The Accounting Cycle (Book) | 1992 | |
| 66 | Understanding Financial Statements (book) | 1990 | |
| 66 | The Basics of Budgeting (book) | 1992 | |
| 66 | 1001 Ways to Energize Employees (book) | 1997 | |
| 66 | Public Sector Loans to Private Sector Business | 2003 | |
| 66 | HUD Federal Funds; Local Choices VI (book) | 1995 | |
| 66 | HUD Best Practices (book) | 1998 | |
| 66 | Additional books from library (not listed on this page) | | |
| 67 | Community Needs | 1999 | |
| 67 | CPS Consultation | 2000 | |
| 67 | UCP FY 2001 Allocations | 1999 | |
| 67 | CPS Training Guide | 2001 | |
| 68 | The Economic Dev. Tool box (CDBG & Section 108) - May 1996 | 1996 | |
| 68 | HUD Transition to New Eco. Dev. Regulations - June 1995 | 1995 | |
| 68 | Draft Copy of Section 108 Underwriting Guidelines - June 1999 | 1999 | |
| 68 | Tax Exempt Bonds Continuing Disclosure Seminar - February 1998 | 1998 | |
| 68 | TX Rural Water Association : TX Public Funds Investment Act - March 1996 | 1996 | |
| 68 | CHAS for FY 1992 (September 1991) | 1991 | |
| 68 | HUD CPD Integrated Disbursement & Info. System Activity Summary | 1999 | |
| 68 | TX. Comm. Development Program Implementation Manual | 1994 | |
| 68 | Rike - Ogden Figueroa Architects - September 1994 | 1994 | |
| 68 | Handbook 6510.2 REV - 2 - CDBG Program Entitlement Grantee Performance Report - July 1993 | 1993 | |

# CDBG Division

| *City/Precinct* | *Activity Description* | *Year* |
|---|---|---|
| Weslaco | | |
| Box #7 | Boys & Girls Club | 2004 |
| | Youth Services (Cancelled) | 2004 |
| | Senior Services-Sr. Community Outreach | 2004 |
| | Senior Services- Foster Grandparent Program | 2004 |
| | Public Service Library | 2004 |
| | Boys & Girls Club | 2005 |
| | Senior Services-Sr. Community Outreach | 2005 |
| | Code Enforcement | 2005 |
| | Street Improvements | 2005 |
| | Senior Services-Foster Grandparent Program | 2005 |
| | | |
| Weslaco | Public Facility Improvements | 2002 |
| Box #8 Large | Public Facility Improvements | 2003 |
| | Parks, Recreational Facility Improvements | 2004 |
| | Parks, Recreational Facility Improvements | 2004 |
| | | |
| Box 1 Kept Files 2012 | Alton Water/Sewer | 2001 |
| | Edcouch Street Improvements | 2004 |
| | La Joya Senior Services | 2004 |
| | La Joya Youth Services | 2004 |
| | La Joya Fire Station | 2004 |
| | Palmview Parks, Recreational Facility Improvments | 1999 |
| | Palmview Parks, Recreational Facility Improvments | 2003 |
| | Palmview Youth Services | 2003 |
| | Palmview Parks, Recreational Facility Improvments | 2001 |
| | Precinct No. 1 Six Youth Services Files | 2001 |
| | | |
| Box#3- Kept files 2012 | Donna Water/Sewer Improvements | 1999 |
| | Donna Water/Sewer Improvements | 2000 |

| | | |
|---|---|---|
| | Donna Water/Sewer Improvements | 2001 |
| | Donna Water/Sewer Improvements | 2002 |
| | Donna Water/Sewer Improvements | 2003 |
| | Donna Water/Sewer Improvements | 2004 |
| | Precinct No. 4-Street Improvements | 2003 |
| | Precinct No. 4-Street Improvements | 2003 |
| | Precinct No. 4-Street Improvements | 2003 |
| | Precinct No. 4-Street Improvements | 2003 |
| | Precinct No. 4-Street Improvements | 2003 |
| | | |
| Box#4 Kept files 2012 | Granjeno General Administration | 2006 |
| | Granjeno Fire Station | 2006 |
| | Granjeno Parks, Recreational Facility | 2006 |
| | Granjeno Parks, Recreational Facility | 2003 |
| | Progreso Street Improvements | 2002 |
| | Progreso Street Improvements | 2004 |
| | Progreso General Administration | 2003 |
| | San Juan Street Improvements | 1999 |
| | San Juan Street Improvements | 2000 |
| | Precinct No. 1- Street Improvements | 2002 |
| | Precinct No. 1- Street Improvements | 2001 |
| | Precinct No. 4-Street Improvements | 2001 |
| | | |
| Box#5 Kept files 2012 | Alamo Parks, Recreational Facility Improvements | 2003 |
| | Alamo Neighborhood Facility | 2003 |
| | Alamo Water/Sewer Improvements | 2004 |
| | Alamo Neighborhood Facility | 2004 |
| | Alamo Street Improvemetns | 2004 |
| | Progreso Street Improvements | 2004 |
| | Edcouch Fire Station Equipment | 2002 |
| | Precinct No. 3 Street Improvements | 1999 |
| | Precinct No. 4 Street Improvements | 2001 |
| | | |
| CDBG Admin. Box#2 | Workplan Binders -duplicate | 2008 |
| | Workplan Binders -duplicate | 2005 |
| | Workplan Binders -duplicate | 2003 |
| | Workplan Binders -duplicate | 2003 |
| | Consolidated Plan Binder - duplicate | 2003 |
| | Workplan Binders -duplicate | 2006 |
| | Annual Action Plan - duplicate | 2007/2008 |

| | | |
|---|---|---|
| | Workplan Binders -duplicate | 2007 |
| | | |
| CDBG Admin. Box#3 | Workplan Binders | 2004 |
| | Workplan Binders | 2005 |
| | Workplan Binders | 2006 |
| | La Joya Workplan Files | 2000-2002 |
| | Workplan Binders | 2009 |
| | Annual Action Plan Binder | 2006/2007 |
| | Caper Binder | 2007 |
| | CDBG Manual | 2005 |
| | Caper Binder | 2000/2001 |
| | Community 20/20 Manual | 2000 |
| | Workplan Binders | 2003 |
| | | |
| CDBG Admin. Box#4 | Consolidated Plan Binder | 2001 |
| | Consolidated Plan Binder | 1999 |
| | Workplan Binder | 2004 |
| | Colonia Reference Manual | 1993 |
| | Caper Binder | 2002 |
| | Consolidated Plan Binder | 2001 |
| | Consolidated Plan Binder | 2002 |
| | 3 Amigos Videos | |
| | El Paso County Water Control Manual | |
| | Consolidated Plan Binder | 2003 |
| | Palmview Subdivision Standards (Copy) | |

# URBAN COUNTY PROGRAM– FINANCE DIVISION
# DONNA STORAGE BOXES
# TO BE DISPOSED

| | | |
|---|---|---|
| 1 | 2005 | A/P B#1131-1137, V #32946-33125 |
| 2 | 03-06 | PERSONNEL FILES A-Z |
| 3 | 2003 | A/P B#1083-1092 |
| 4 | 2005 | A/P B#1124-1130, V#32775-32946 |
| 5 | 2003-2004 | A/P B#1000-1011 |
| 6 | 2005 | A/P B#1138-1147, V#33126-33359 |
| 7 | 2004 | A/P B#1025-1033 |
| 8 | 2004 | AUDIT WORKPAPERS |
| 9 | 2005 | A/P B#1116-1123 |
| 10 | 1997-2000 | FEDERAL PAYROLL REPORTS |
| 11 | 2004 | A/P B#1056-1065 |
| 12 | 1998-2001 | CONSOLIDATED PLAN, IDIS MANUAL REFERENCE |
| 13 | 2004 | A/P B#1042-1045, V#30735-30882 |
| 14 | 2003 | A/P B#937-946, V#28478-28689 |
| 15 | | TERMINATED EMPLOYEES |
| 16 | | TERMINATED EMPLOYEES |
| 17 | 98-00 | IDIS REPORTS & TRIAL BALANCE |
| 18 | 2005 | A/P B#1103-1108 |
| 19 | | CHECKS & AFW MANUALS (CHECKS 2001-2003/FILE COPY) |
| 20 | 2005 | A/P B#1109-1115 |
| 21 | 2006 | FNB CHECKS DUPLICATIONS |
| 22 | 2001-2004 | RETIREMENT PLAN |
| 23 | | TERMINATED EMPLOYEES |
| 24 | 2004 | A/P B#1034-1041, V#30528-30734 |
| 25 | | PAYROLL PERSONNEL N-Z |
| 26 | 1993-1999 | ANNUAL REPORTS |
| 27 | 2005 | CASH ON HAND |
| 28 | 2006-2007 | EXPENDITURE REPORTS |
| 29 | 2004 | A/P B#1012-1024 |
| 30 | 2000-2005 | ANNUAL REPORTS |
| 31 | 2004 | JOURNAL ENTRIES & BANK RECONCILIATIONS |
| 32 | 2004 | A/P B#1066-1073 |
| 33 | 2005 | A/P B#1148-1155, V#33360-33589 |
| 34 | | HWFC WELLS FARGO STATEMENTS |
| 35 | 2005 | A/P B#1093-1102 |
| 36 | 2004 | A/P B#1074-1082 |
| 37 | 2005 | A/P B#1156-1162, V#33590-33807 |
| 38 | | HWF WELLS FARGO STATEMENTS |
| 39 | 2005 | JOURNAL ENTRIES & BANK RECONCILIATIONS |
| 40 | | PAYROLL PERSONNEL A-M |
| 41 | 2001-2004 | AUDIT WORKPAPERS, 1099'S, TRIAL BALANCE |
| 42 | 2004 | CASH ON HAND, INVOICE SUMMARY, PO'S |
| 43 | 2007 | PAYROLL JOURNALS |
| 44 | 2004 | A/P B#1046-1055 |

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**BOXED FILES**

| BOX # | DESCRIPTION | YEAR | |
|---|---|---|---|
| 56 | Seminars Training | 2006 | |
| 56 | Travel ( Request Forms) 2006 | 2006 | |
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| 66 | BECC/COCEFF Border Environment | 1996 | |
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| 66 | Understanding Financial Statements (book) | 1990 | |
| 66 | The Basics of Budgeting (book) | 1992 | |
| 66 | 1001 Ways to Energize Employees (book) | 1997 | |
| 66 | Public Sector Loans to Private Sector Business | 2003 | |
| 66 | HUD Federal Funds; Local Choices VI (book) | 1995 | |
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| 67 | Community Needs | 1999 | |
| 67 | CPS Consultation | 2000 | |
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| 68 | Handbook 6510.2 REV - 2 - CDBG Program Entitlement Grantee Performance Report - July 1993 | 1993 | |

**AI-41908** **Planning Department 11. A.**

**CC REGULAR**

**Meeting Date:** 12/03/2013

**Submitted For:** Raul E. Sesin, P.E. **Submitted By:** Nora Cavazos, PLANNING DEPT.

**Department:** PLANNING DEPT.

## Information

**CAPTION**

1. Preliminary Approval
a. Las Carretas Subdivision – Pct. 4 (Nemesio Reyes)
b. Pueblo De Palmas Phase 15 Subdivision – Pct. 4 (J Gary Frisby)
c. Concho Heights Unit 3 Subdivision – Pct. 4 (Kyndel Bennett)
d. Idea Quest Subdivision – Pct. 4 (Idea Public School)
e. Aria Ranches Subdivision – Pct. 4 (Richard Garza)

2. Final Approval with Financial Guarantee
a. Mirage Ranches Subdivision – Pct. 4 (Richard Garza)
b. A & V Subdivision – Pct. 4 (Aldo Quintanilla)

**BACKGROUND**

## Attachments

Las Carretas - Preliminary
Pueblo De Palmas 15 - Preliminary
Concho Heights Unit 3
Idea Quest - Preliminary
Aria Ranches - Preliminary
Mirage Ranches - Final
A & V - Final

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 11/20/2013 03:42 PM |
| Manuel Chapa | Manuel Chapa | 11/26/2013 08:36 AM |
| Purchasing Department | Monica Badillo | 11/27/2013 10:52 AM |

Form Started By: Nora Cavazos Started On: 11/20/2013 02:33 PM

Final Approval Date: 11/27/2013

# HIDALGO COUNTY
# PLANNING DEPARTMENT

**1304 SOUTH 25TH STREET**
**EDINBURG TEXAS 78539**
**Tel. 956-318-2840 Fax. 956-318-2844**

**Raul E. Sesin, P.E., CFM**
**Planning Administrator**


## HIDALGO COUNTY COMMISSIONERS COURT MEETING

**DATE:** 12-03-2013

PROPOSED **LAS CARRETAS** SUBDIVISION, PRECINCT No. **3 .**

ENGINEER: **QUINTANILLA, HEADLEY & ASSOCIATES** DEVELOPER: **NEMESIO REYES**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: ☐ *SINGLE FAMILY ☐ *MULTI-FAMILY **1** ☒ COMMERCIAL ☐ INSTITUTIONAL

LOCATION DESCRIPTION: **Northwest corner of Orange Drive & FM 1925 (Montecristo).**

SUBDIVISION LIES WITHIN THE: ☒ *ETJ of* **McAllen** *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **09-18-13** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **Drainage will be accomplished by onsite detention areas as per Engineers site plan.**

ROAD R.O.W. DEDICATION: **35 feet on to FM 1925**

H.C.R.O.W.APPROVED DATE: **11-14-13** : By, **Victor Gallardo** PCT 3 R.O.W. AGENT

H.C.H.D APPROVAL DATE: **11-15-13** by: **Elizardo "Chardo" Ramos,** Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF will be installed by Lot Owner at the time of building permit.

WATER SERVICE PROVIDER: **S.W.S.C.** LINE SIZE: **8"** LOCATION: **Orange Drive**

H.C.O.E.C. APPROVED DATE: **11-07-13 .**: By **Martin Ramirez, Director of Office of Environmental Compliance**

☒ **SMALL CONSTRUCTION**

*The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.*

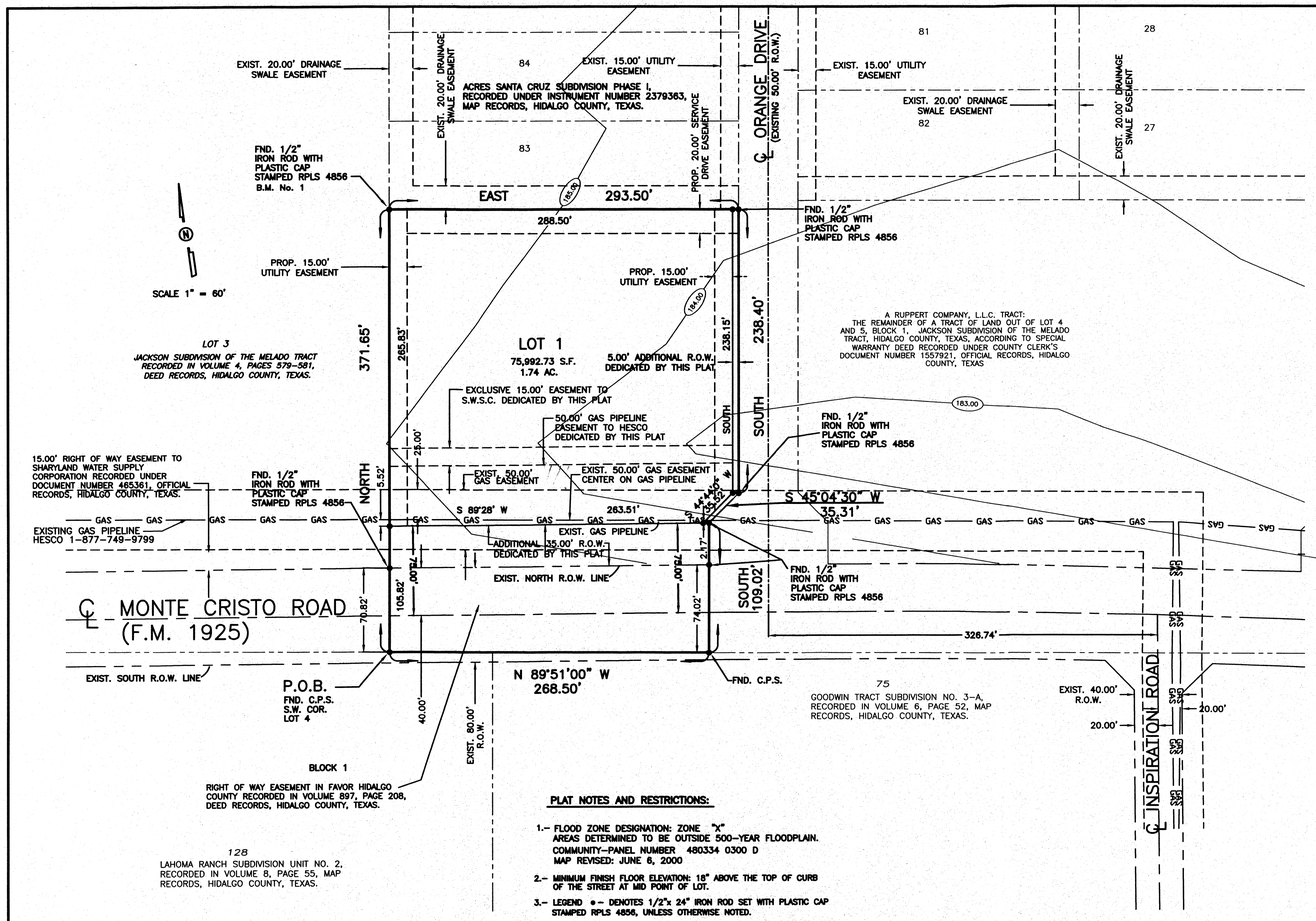
STAFF RECOMMENDS:

☒ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **McAllen .**

☐ **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 DESIGNATION: ZONE "X" AREAS DETERMINED TO BE OUTSIDE 500–YEAR FLOODPLAIN. COMMUNITY–PANEL NUMBER 480334 0300 D MAP REVISED: JUNE 6, 2000

2.– MINIMUM FINISH FLOOR ELEVATION: 18" ABOVE THE TOP OF CURB OF THE STREET AT MID POINT OF LOT.

3.– LEGEND ●– DENOTES 1/2"x 24" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856, UNLESS OTHERWISE NOTED.

4.– MINIMUM BUILDING SETBACK LINES:
FRONT ORANGE DRIVE 25.00'
REAR 10.00'
SIDE 6.00' OR GREATER FOR EASEMENT
OR TO EASEMENT LINE WHICHEVER IS GREATER ON ALL CASES.

5.– NO BUILDINGS NOR DRAINAGE DETENTION AREAS SHALL BE CONSTRUCTED OVER ANY EASEMENT.

6.– REQUIRED DRAINAGE DETENTION IS: _____ C.F. ( _____ AC./FT.) TOTAL

7.– BENCHMARK No. 1=185.80 1/2" IRON ROD FOUND WITH CAP STAMPED RPLS 4856 FOUND AT THE NORTHWEST CORNER OF PROPOSED SUBDIVISION. N.A.V.D. 88 DATUM
CITY OF MCALLEN BENCHMARK–MC 19 =163.27 30" ALUM. PIPE FOUND AT 87.67 FEET SOUTH AND 8234.80 FEET EAST FROM THE NORTHEAST CORNER OF PROPOSED SUBDIVISION. FROM THE NORTHWEST CORNER OF MONTE CRISTO ROAD AND CONWAY ROAD, THE B.M. IS 21.20 FEET WEST FROM THE CENTERLINE OF CONWAY ROAD AND 309.7 FEET NORTH FROM THE CENTERLINE OF MONTE CRISTO ROAD. N.A.V.D. 88 DATUM

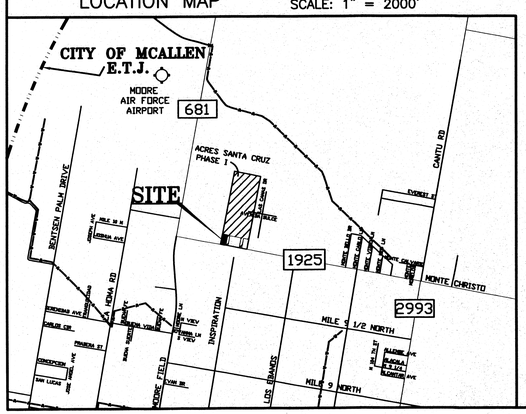
8.– AN ENGINEERED DRAINAGE DETENTION PLAN APPROVED BY THE ENGINEERING DEPARTMENT IS REQUIRED PRIOR TO ISSUANCE OF A BUILDING PERMIT.

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.– THE PROPOSED USE OF THIS LOT IS FOR COMMERCIAL.

11.– 20.00 FOOT SERVICE DRIVE EASEMENT WILL BE ALLOWED ACCESS AND EXTENDED WEST BY SURROUNDING PROPERTY OWNER.

LOCATION MAP SCALE: 1" = 2000'




SUBDIVISION PLAT OF :

# LAS CARRETAS SUBDIVISION

A 2.44 ACRE TRACT OF LAND BEING PART OR A PORTION OF LOT 4, BLOCK 1, JACKSON SUBDIVISION OF THE MELADO TRACT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 4, PAGES 579 AND 580, DEED RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2395965, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 2.44 ACRE TRACT OF LAND BEING PART OR A PORTION OF LOT 4, BLOCK 1, JACKSON SUBDIVISION OF THE MELADO TRACT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 4, PAGES 579 AND 580, DEED RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2395965, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A COTTON PICKER SPINDLE FOUND WITHIN THE RIGHT OF WAY OF MONTE CRISTO ROAD (F.M. 1925) FOR THE SOUTHWEST CORNER OF LOT 4 AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; NORTH, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND AT 71.35 FEET FOR THE EXISTING NORTH RIGHT OF WAY OF MONTE CRISTO ROAD (F.M. 1925), A TOTAL DISTANCE OF 371.65 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR THE MOST WESTERLY SOUTHWEST CORNER OF ACRES OF SANTA CRUZ SUBDIVISION PHASE I (RECORDED IN INSTRUMENT NUMBER 2379363, MAP RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; EAST, ALONG THE SOUTH LINE OF ACRES OF SANTA CRUZ SUBDIVISION PHASE I, A DISTANCE OF 293.50 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND ON THE WEST RIGHT OF WAY LINE OF ORANGE DRIVE FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE; SOUTH, ALONG THE WEST RIGHT OF WAY LINE OF ORANGE DRIVE, A DISTANCE OF 238.40 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 45°04'30" W, ALONG THE WEST RIGHT OF WAY LINE OF ORANGE DRIVE, A DISTANCE OF 35.31 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; SOUTH, ALONG THE WEST RIGHT OF WAY LINE OF ORANGE DRIVE, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND AT 35.00 FEET FOR THE EXISTING NORTH RIGHT OF WAY OF MONTE CRISTO ROAD (F.M. 1925), A TOTAL DISTANCE OF 109.02 FEET TO A COTTON PICKER SPINDLE SET ON THE SOUTH LINE OF LOT 4 AND WITHIN THE RIGHT OF WAY OF MONTE CRISTO ROAD (F.M. 1925) FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 89°51'00" W, ALONG THE SOUTH LINE OF LOT 4, AND WITHIN THE RIGHT OF WAY OF MONTE CRISTO ROAD (F.M. 1925), A DISTANCE OF 268.50 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.44 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH ACRES OF SANTA CRUZ SUBDIVISION PHASE I, RECORDED IN INSTRUMENT NUMBER 2379363, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

STATE OF TEXAS ALFONSO QUINTANILLA 4856 REGISTERED PROFESSIONAL LAND SURVEYOR

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

JULY 17, 2013
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

THE OWNER OF THE LAND ON THIS PLAT AND DESIGNATED HEREIN AS THE PLAT OF LAS CARRETAS SUBDIVISION, AN ADDITION TO THE CITY OF MCALLEN, AND WHOSE NAME IS SUBSCRIBED HERETO, DO HEREBY GRANT AN EASEMENT TO THE SAID CITY AND THOSE WHO MAY NOW OR HEREAFTER HOLD FRANCHISE UNDER SAID CITY. THE USE OF THE STREETS IS RESTRICTED TO THE EMPLOYEES AND AGENTS OF THE CITY OF MCALLEN, EMPLOYEES OF UTILITY COMPANIES UNDER FRANCHISE TO SAID CITY, AND RESIDENTS OF THE SUBDIVISION AND THEIR GUESTS. THE OWNER DOES HEREBY DEDICATE TO THE USE OF THE PUBLIC THE PORTION OF NORTH TAYLOR ROAD FOR USE AS STREET RIGHT OF WAY DEDICATED TO THE CITY OF MCALLEN BY THIS PLAT.

NEMESIO REYES CASTRO
8471 N. DOFFING ROAD
MISSION, TEXAS 78574

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared NEMESIO REYES CASTRO proved to me through her Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that she executed the same for the purposed and consideration thereby expressed.

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

LILIA A. QUINTANILLA Notary Public, State of Texas My Commission Expires July 23, 2016

LILIA A. QUINTANILLA–Notary Public

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF McALLEN ,TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

CHAIRMAN, PLANNING COMMISSION

DATE

I, THE UNDERSIGNED, MAYOR OF THE CITY OF McALLEN , HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

MAYOR

DATE

ATTEST: _____
CITY SECRETARY

DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LAS CARRETAS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, 20___.

ENVIRONMENTAL HEALTH DIVISION MANAGER

DATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 49.211 DLLS(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY:_____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the LAS CARRETAS SUBDIVISION was reviewed and approved by the Hidalgo County Commissioners Court on _____, _____.

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

COUNTY OF HIDALGO
STATE OF TEXAS

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

STATE OF TEXAS ALFONSO QUINTANILLA 95534 LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 95534

11-4-13
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

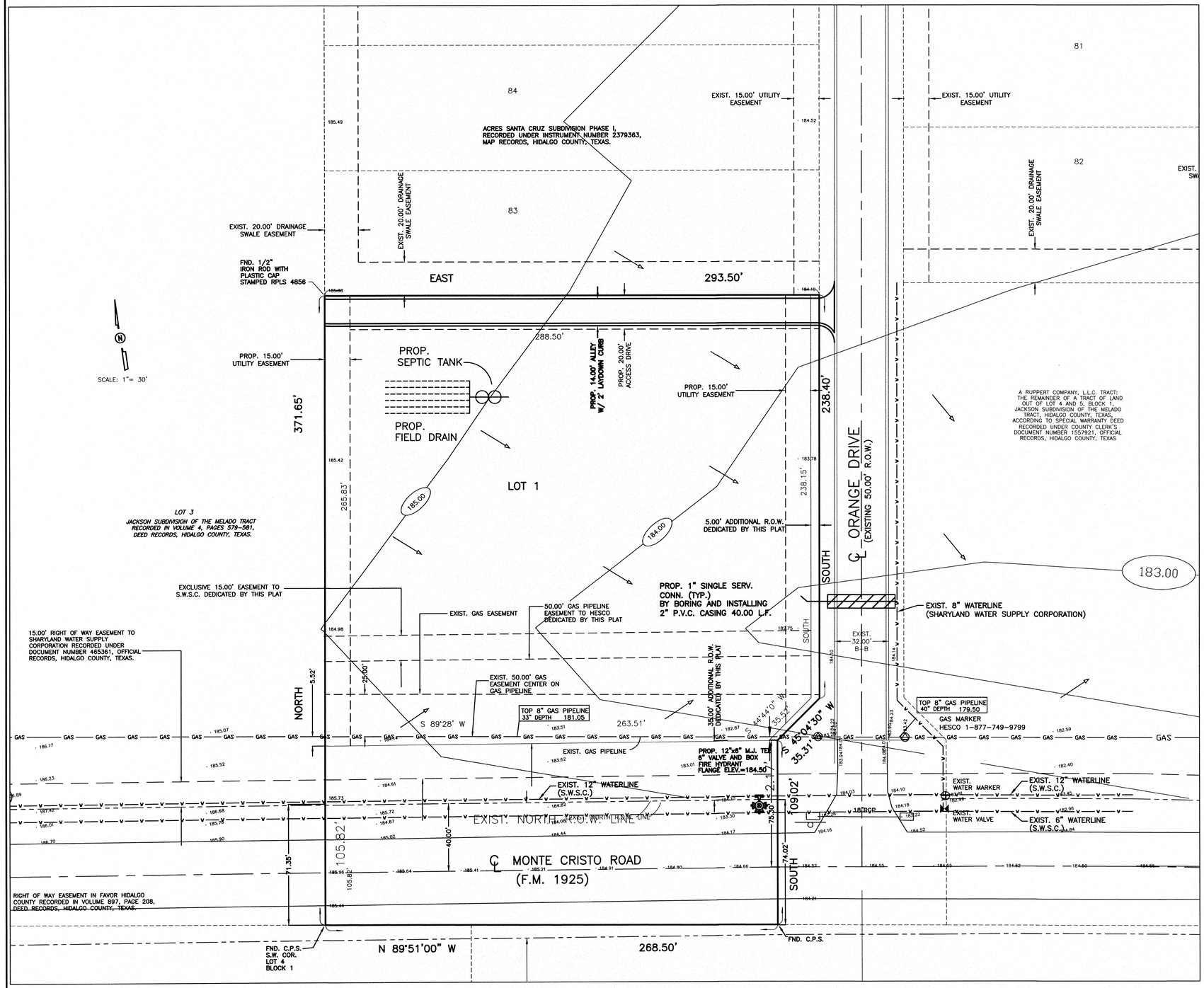
THE COUNTY OF HIDALGO TEXAS

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

| FILENAME : F:\DATA\SUBD\McALLEN\LAS CARRETAS SUBDIVISION\LAS CARRETAS SUBDIVISION-PLAT | | | |
|---|---|---|---|
| DATE PREPARED | PREPARED BY | CHECKED BY | APPROVED BY |
| JULY 17, 2013 | L.G. | | |
| DATE REVISED | REVISED BY | CHECKED BY | APPROVED BY |
| | | | |

# MAP OF TOPOGRAPHY AND DRAINAGE/ MAPA DE TOPOGRAPHIA Y DRENAJE




SUBDIVISION PLAT OF:

# LAS CARRETAS SUBDIVISION

A 2.44 ACRE TRACT OF LAND BEING PART OR A PORTION OF LOT 4, BLOCK 1, JACKSON SUBDIVISION OF THE MELADO TRACT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 4, PAGES 579 AND 580, DEED RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2395965, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

## DRAINAGE REPORT FOR LAS CARRETAS SUBDIVISION
BY: ALFONSO QUINTANILLA, P.E.

Las Carretas Subdivision is a 2.44 acre tract of land being part or a portion of Lot 4, Block 1, Jackson Subdivision of the Melado Tract, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 4, Pages 579 and 580, deed records, Hidalgo County, Texas, and according to special Warranty Deed with vendor's lien recorded under County Clerk's Document Number 2395965, official records, Hidalgo County, Texas. This subdivision is located on the northwest corner of the intersection of Monte Cristo Road (F.M. 1925) and Orange Drive. This subdivision is located within the extra-territorial jurisdiction of the City of McAllen. The proposed subdivision will consist of 1 commercial lot.

The tract is Zone "X" as per FEMA Flood Insurance Rate Map, Community Panel No. 480334 0300 D, dated on June 6, 2000.

The majority of the soil is fine sandy loam, sandy clay loam, and loam. This soil is well drained. Permeability is moderate. Plasticity index has a range of NP-22. 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= 2.01 cubic feet per second based on a 10-year storm.

After development the runoff will be Q= 13.16 cubic feet per second for an increase of Q= 11.15 cubic feet per second. Detention will be 18,514.00 cubic feet (0.425 acre feet) in accordance with the County's drainage requirements and will be obtained in detention areas within the subdivision green areas to be constructed on the lot at the time of building permit as part of the review by the City of McAllen.

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:

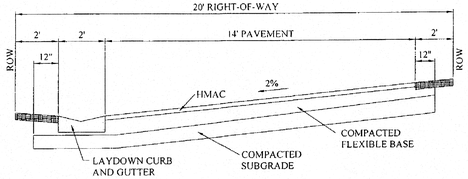
BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100-YEAR FLOODPLAIN FOR ZONE "X" (AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN) AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0300 D DATED JUNE 06, 2000

STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — LICENSED PROFESSIONAL ENGINEER

10-24-13

ALFONSO QUINTANILLA
P.E. No. 95534

DATE

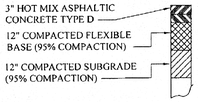



ALLEY SECTION

NOTES:

A. ALLEY GUTTER, SEE CURB AND GUTTER DETAIL FOR INFORMATION.
B. TRANSVERSE SLOPE OF ALLEY PAVEMENT SURFACE SHALL BE 2% MIN.
C. USE LOCAL STREET SECTION FOR RESIDENTIAL ALLEY. (SEE PVMT. DESIGN TABLE)
D. USE PRINCIPLE ARTERIAL STREET SECTION FOR COMMERCIAL ALLEY.

COMMERCIAL




PAVEMENT SECTION
ASPHALT CONCRETE

REINFORCED CONCRETE PAVEMENT MAY REQUIRED FOR HEAVY VEHICULAR TRAFFIC LOADS. DESIGN SHALL BE SUBMITTED TO CITY ENGINEER FOR APPROVAL.

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

FLOW DIRECTION OF WATER

| FILENAME : F:\DATA\SUBD\MISSION\LA HOMA CROSSING\B-PLAT | | | |
|---|---|---|---|
| DATE PREPARED | PREPARED BY | CHECKED BY | APPROVED BY |
| 9-12-2011 | M.A. | | |
| 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:** 12-03-2013

PROPOSED **PUEBLO DE PALMAS PHASE 15** SUBDIVISION, PRECINCT No. **4** .

ENGINEER: **MELDEN & HUNT, INC.** DEVELOPER: **J. GARY FRISBY**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **178** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **On the Northeast corner of Cesar Chavez Rd and Ramseyer 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: ON **10-04-13** PROPERTY LIES WITHIN FLOOD ZONE: **"X Shaded"** AS PER FEMA.

DRAINAGE DESIGN: **Drainage will be accomplished by a storm drainage pipe system and by excavating a proposed drain ditch within the Northeast subdivision boundary line.**

DISTANCE TO A DRAIN DITCH: **Approx. 3000 feet South of proposed subdivision development**

ROAD R.O.W. DEDICATION: **29.53 feet to Ramseyer Rd and 19.15 feet to Cesar Chavez Rd**

H.C.R.O.W.APPROVED DATE: **10-16-13** : By, **Jesse Ozuna** PCT 4 R.O.W. AGENT

H.C.H.D PRELIMINARY APPROVAL DATE: **10-16-13** by: **Elizardo "Chardo" Ramos,** Environmental Health Division Manager

SEWER SYSTEM: ☒ SANITARY SEWER BY **CITY OF EDINBURG, by Constructing a lift station of Lot 1, pumping West along Ramseyer Rd to an existing manhole on Doolittle Rd.**

WATER SERVICE PROVIDER: **N.A.W.S.C.** LINE SIZE: **12"** LOCATION: **on Ramseyer Road**

H.C.O.E.C. APPROVED DATE: **10-23-13 .**: 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.*

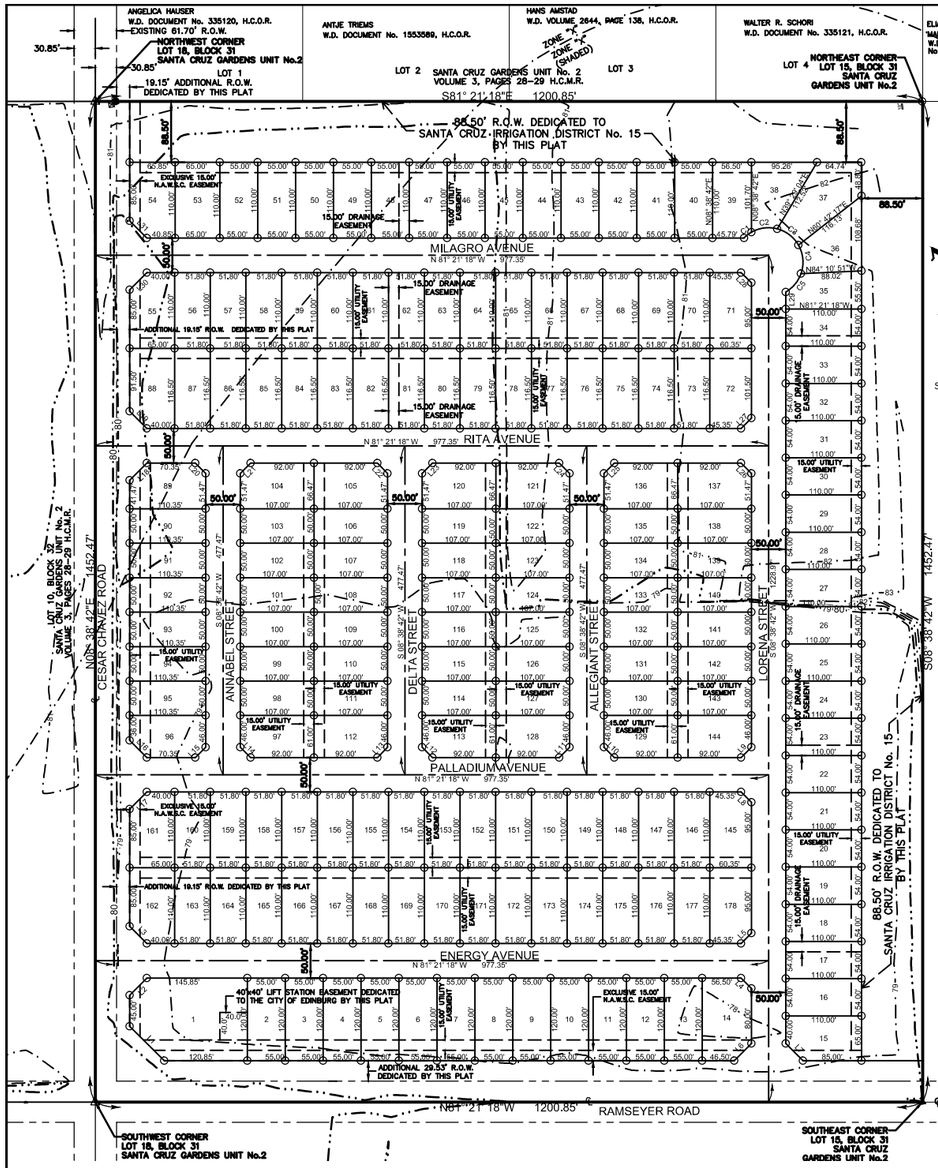
STAFF RECOMMENDS:

☒ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **Edinburg .**

☐ **Final Approval** *subject to recommendations other departments*

☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*




SCALE:1"=100'

GENERAL PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X" & "X"(SHADED); ZONE "X" AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN. ZONE "X" SHADED AREA OF 500-YEAR FLOOD AND AREA OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THEN ONE FOOT OR WITH DRAINAGE AREAS LESS THEN ONE SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD. COMMUNITY-PANEL NO. 480334 0325 D EFFECTIVE DATE: JUNE 6, 2000 FURTHER REVISED AS PER LOMR DATED MAY 17, 2001.

COMMUNITY-PANEL NO. 480334 0305 D EFFECTIVE DATE: MAY 17, 2001 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR HAVE IDENTIFIED NO OTHER AREAS AS SHOWN ON THIS PLAT ARE WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN. CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2. SETBACKS:
FRONT: 25.00 FEET.
50.00 FEET CESAR CHAVEZ ROAD AND RAMSEYER ROAD
REAR: 15.00 FEET OR EASEMENT WHICHEVER IS GREATER
SIDE: 8.00 FEET OR EASEMENT WHICHEVER IS GREATER
CORNER SIDE: 10.00 FEET CORNER GARAGE SIDE: 18.00 FEET
CORNER GARAGE FRONT: 18.00 FEET
CORNER SIDE WHERE R.O.W. IS GREATER THAN 50.00 FEET: 20.00 FEET

3. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4. NO COMMERCIAL USE SHALL BE ALLOWED ON ALL INTERNAL LOTS EXCEPT FOR LOT 1 WHICH WILL BE USED AS COMMERCIAL.

5. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 24" 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 MHI ALUMINUM DISK SET IN CONCRETE ALONG THE NORTHEAST INTERSECTION OF RAMSEYER ROAD AND CESAR CHAVEZ ROAD AND THE SOUTHWEST CORNER OF LOT 1 OF THIS SUBDIVISION. ELEV. 79.75. N:16656524133, E:1114644.55

-->B.M. NO. 2 MHI ALUMINUM DISK SET IN CONCRETE ALONG THE EAST SIDE OF CESAR CHAVEZ ROAD AT THE SOUTHWEST CORNER OF LOT 54 OF THIS SUBDIVISION. ELEV. 80.00. N:16657456.25, E:1114776.66.

7. THE EXISTING DRAINAGE DITCH ALONG THE WEST SIDE OF CESAR CHAVEZ ROAD AND ALONG THE NORTH SIDE OF RAMSEYER ROAD SHALL BE RELOCATED TO THE NORTH AND EAST SIDE OF THIS SUBDIVISION (PUEBLO DE PALMAS PHASE 15). THE NEW DRAIN DITCH SHALL BE DEDICATED AND MAINTAINED BY THE SANTA CRUZ IRRIGATION DISTRICET No. 15.

8. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE RECORDED A TOTAL OF 127,629 CUBIC-FEET 2.93 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.) ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE. IT'S DETERMINED AT THE DEVELOPMENT PERMIT STATE ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAT PLAT ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THIS SUBDIVISION.

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 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. 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'S IDENTIFY 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. NO DRIVEWAY LOT ACCESS WILL BE ALLOWED FOR LOTS 2 THROUGH 15 FROM LOTS ONTO RAMSEYER ROAD AND LOTS 54, 55, 88, 89-96, 161 AND 162 ONTO CESAR CHAVEZ ROAD.

LEGEND

- FOUND No.4 REBAR
- FOUND COTTON PICKER SPINDLE
- SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
- SET COTTON PICKER SPINDLE

INDEX TO SHEET OF PUEBLO DE PALMAS PHASE 15

SHEET 1: HEADING; INDEX; LOCATION MAP AND ET.; PRINCIPAL CONTACTS; MAP: LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; ENGINEERING CERTIFICATION CITY; APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; REVISION NOTES, IRRIGATION DISTRICT, H.C.D.D. No. 1., HIDALGO COUNTY RIGHT OF WAY DEPARTMENT CERTIFICATE, HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE; AQUA SPECIAL UTILITY DISTRICT CERTIFICATION.

SHEET 2: ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER / OSSF AND ENGINEERS CERTIFICATION (ENGLISH AND SPANISH VERSION), WATER DETAILS;

SHEET 3: SANITARY SEWER LAYOUT;

SHEET 4 SANITARY SEWER AND LIFT STATION DETAILS;

SHEET 5: MAP OF TOPOGRAPHY AND DRAINAGE; DRAINAGE DITCH, REVISION NOTES, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE, ENGINEERING CERTIFICATION, STREET DETAILS;

SHEET 6: STROM DRAINAGE CONSTRUCTION DETAILS.

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

PUEBLO DE PALMAS PHASE 15 IS LOCATED IN THE MID-CENTRAL PART OF HIDALGO COUNTY ON THE NORTHEAST INTERSECTION OF RAMSEYER ROAD & CESAR CHAVEZ 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). PUEBLO DE PALMAS PHASE 15 LIES 2 MILES FROM THE CITY LIMITS (AND IS WITHIN THE 2... MILE EXTRATERRITORIAL JURISDICTION (ET.) UNDER LOCAL GOVERNMENT CODE § 212.001 AND 42.021.
THIS SUBDIVISION FALLS WITHIN PRECINCT 4.

DESCRIPTION OF PUEBLO DE PALMAS PHASE 15
METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 40.041 ACRES, SITUATED IN THE COUNTY OF HIDALGO, TEXAS, OUT OF LOTS 15-18, BLOCK 31, SANTA CRUZ GARDENS UNIT #2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 8, PAGE 146-147, HIDALGO COUNTY MAP RECORDS, SAID 40.041 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A COTTON PICKER SPINDLE SET ON THE SOUTHWEST CORNER OF SAID LOT 18, BLOCK 31 FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE, N 08° 38' 42" E ALONG THE CENTER LINE OF CESAR CHAVEZ ROAD A DISTANCE OF 1452.47 FEET TO A COTTON PICKER SPINDLE SET FOR THE NORTHWEST CORNER OF THIS TRACT;

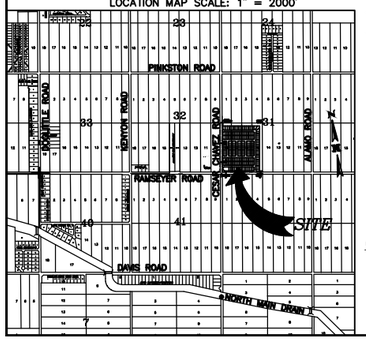
THENCE, S 81° 21' 18" E AT A DISTANCE OF 30.85 FEET PASS A NO. 4 REBAR FOUND ON THE EAST RIGHT-OF-WAY OF CESAR CHAVEZ ROAD AT A DISTANCE OF 300.85 FEET PASS THE WEST LINE OF SAID LOT 18, AT A DISTANCE OF 600.85 FEET PASS THE EAST LINE OF SAID LOT 17, AT A DISTANCE OF 900.85 FEET PASS THE EAST LINE OF SAID LOT 16, AND CONTINUING A TOTAL DISTANCE OF 1200.85 FEET TO No. 4 REBAR SET ON THE NORTHEAST CORNER OF SAID LOT 15 FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE, S 08° 38' 42" W ALONG THE EAST LINE OF SAID LOT 15 AT A DISTANCE OF 1422.00 FEET PASS THE NORTH RIGHT-OF-WAY OF RAMESYER ROAD AND CONTINUING A TOTAL DISTANCE OF 1452.47 FEET TO A COTTON PICKER SPINDLE FOUND ON THE SOUTHEAST CORNER OF SAID LOT 15 FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE, N 81° 21' 18" W ALONG THE SOUTH LINES OF LOTS 15-18 AND WITHIN THE RIGHT-OF-WAY OF RAMSEYER ROAD A DISTANCE OF 1200.85 FEET TO THE POINT OF BEGINNING, AND CONTAINING 40.041 ACRES OF LAND OF WHICH 0.84 OF ONE ACRE LIES WITHIN THE RAMSEYER ROAD AND 1.01 ACRE LIES WITHIN THE CESAR CHAVEZ ROAD, LEAVING A NET OF 38.191 ACRES OF LAND, MORE OR LESS.

| PRINCIPAL CONTACTS | NAME | ADDRESS | CITY & ZIP | PHONE | FAX |
|---|---|---|---|---|---|
| OWNER: | JGF LAND CO. INC. J. GARY FRISBY, PRESIDENT | P.O. BOX 1000 | MISSION, TX 78573 | 956-583-1114 | 956-583-8343 |
| ENGINEER: | FRED L. KURTH | 115 W. McINTYRE | EDINBURG, TX 78541 | (956) 381-0981 | (956) 381-1839 |
| SURVEYOR: | FRED L. KURTH | 115 W. McINTYRE | EDINBURG, TX 78541 | (956) 381-0981 | (956) 381-1839 |

LOCATION MAP SCALE: 1" = 2000'




SUBDIVISION MAP OF

# PUEBLO DE PALMAS PHASE 15

BEING A RESUBDIVISION OF 40.041 ACRES CONSISTING OF LOTS 15-18, BLOCK 31 OUT OF SANTA CRUZ GARDENS UNIT #2 VOLUME 8, PAGE 146-147, H.C.M.R. HIDALGO COUNTY, TEXAS.

| | | | |
|---|---|---|---|
| DRAWN BY: | CIRO | DATE: | 10-08-13. |
| IRRIGATION, CHECKED | | DATE: | |
| SURVEYED, VERIFIED | | DATE: | |
| FINAL CHECK | | DATE: | |

MELDEN & HUNT, INC.
TEXAS REGIST. F-1435

MELDEN & HUNT INC.
CONSULTANTS ENGINEERS SURVEYORS
115 W. McINTYRE, EDINBURG, TX. 78541 — OFF: (956) 381-0981, FAX: (956) 381-1839
227 N. FM. 3167, RIO GRANDE CITY, TX. 78582 — OFF: (956) 487-5250, FAX: (956) 488-5981
E-MAIL: www.meldenandhunt.com — ESTABLISHED 1947

| Lot Area Table | | |
|---|---|---|
| Lot # | SQ. FT. | Area |
| 1 | 18,939.68 | 0.435 |
| 2-13 | 6,600.00 | 0.152 |
| 14 | 8,155.00 | 0.187 |
| 15 | 6,837.50 | 0.157 |
| 16-34 | 5,940.00 | 0.136 |
| 35 | 5,454.76 | 0.125 |
| 36 | 6,685.19 | 0.153 |
| 37 | 8,193.04 | 0.188 |
| 38 | 6,416.98 | 0.147 |
| 39 | 6,166.53 | 0.142 |
| 40-52 | 6,050.00 | 0.139 |
| 53 | 7,150.00 | 0.164 |
| 54 | 6,931.00 | 0.159 |
| 55 | 6,837.50 | 0.157 |
| 56-70 | 5,698.00 | 0.131 |
| 71 | 6,526.00 | 0.150 |
| 72 | 6,918.27 | 0.159 |
| 73-87 | 6,034.70 | 0.139 |
| 88 | 7,260.17 | 0.167 |
| 89 | 6,909.80 | 0.159 |

| Lot Area Table | | |
|---|---|---|
| Lot # | SQ. FT. | Area |
| 90-95 | 5,517.50 | 0.127 |
| 96 | 6,306.50 | 0.145 |
| 97 | 6,414.64 | 0.147 |
| 98-103 | 5,350.00 | 0.123 |
| 104-105 | 6,999.79 | 0.161 |
| 106-111 | 5,350.00 | 0.123 |
| 112-113 | 6,414.64 | 0.147 |
| 114-119 | 5,350.00 | 0.123 |
| 120-121 | 6,999.63 | 0.161 |
| 122-127 | 5,350.00 | 0.123 |
| 128-129 | 6,414.64 | 0.147 |
| 130-135 | 5,350.00 | 0.123 |
| 136-137 | 6,999.63 | 0.161 |
| 138-143 | 5,350.00 | 0.123 |
| 144 | 6,414.50 | 0.146 |
| 145 | 6,526.00 | 0.150 |
| 146-160 | 5,698.00 | 0.131 |
| 161-162 | 6,837.50 | 0.157 |
| 163-177 | 5,698.00 | 0.131 |
| 178 | 6,526.00 | 0.150 |

| Lot Line Table | | |
|---|---|---|
| Line # | Length | Direction |
| L1 | 70.71' | N36° 21' 18"W |
| L2 | 35.36' | S53° 38' 42"W |
| L3 | 35.36' | S36° 21' 18"E |
| L4 | 21.21' | N36° 21' 18"W |
| L5 | 21.21' | N53° 38' 42"E |
| L6 | 35.36' | N53° 38' 42"E |
| L7 | 35.35' | N36° 21' 20"W |
| L8 | 21.21' | S36° 21' 18"E |
| L9 | 21.21' | N53° 38' 42"E |
| L10 | 21.21' | S36° 21' 18"E |
| L11 | 21.21' | N53° 38' 42"E |

| Lot Line Table | | |
|---|---|---|
| Line # | Length | Direction |
| L12 | 21.21' | N36° 21' 18"W |
| L13 | 21.21' | N53° 38' 42"E |
| L14 | 21.21' | N36° 21' 18"W |
| L15 | 21.21' | N53° 38' 42"E |
| L16 | 35.36' | N36° 21' 18"W |
| L17 | 35.36' | N53° 38' 42"E |
| L18 | 35.36' | N53° 38' 42"E |
| L19 | 35.36' | N36° 21' 18"W |
| L20 | 21.21' | N36° 21' 18"W |
| L21 | 21.21' | N53° 38' 42"E |
| L22 | 21.21' | S36° 21' 18"E |

| Lot Line Table | | |
|---|---|---|
| Line # | Length | Direction |
| L23 | 21.21' | N53° 38' 42"E |
| L24 | 21.21' | S36° 21' 18"E |
| L25 | 21.21' | N53° 38' 42"E |
| L26 | 21.21' | N36° 21' 18"W |
| L27 | 21.21' | N53° 38' 42"E |
| L28 | 21.21' | N36° 21' 18"W |
| L29 | 24.67' | S08° 38' 42"W |
| L30 | 35.36' | N53° 38' 42"E |
| L31 | 35.36' | S36° 21' 18"E |

## CITY OF EDINBURG
## CERTIFICATE OF PLAT APPROVAL
## UNDER LOCAL GOVERNMENT CODE § 212.009(C) AND § 212.011(B)

I, THE UNDERSIGNED, CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, TEXAS HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATION OF THIS CITY WHEREIN MY

_____ DATE

_____ CHAIRMAN PLANNING & ZONING COMMISSION

## HIDALGO COUNTY
## CERTIFICATE OF PLAT APPROVAL
## HIDALGO COUNTY HEALTH DEPARTMENT

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF PUEBLO DE PALMAS PHASE 15 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT

ON _____DAY OF_____, 20____.

_____.
ENVIRONMENTAL HEALTH DIVISION MANAGER

## HIDALGO COUNTY
## CERTIFICATE OF PLAT APPROVAL
## UNDER LOCAL GOVERNMENT CODE § 232.028 (A)

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF PUEBLO DE PALMAS 15 SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY

COMMISSIONERS COURT ON _____DAY OF_____20____.

_____
HIDALGO COUNTY JUDGE

ATTEST: _____
HIDALGO COUNTY CLERK

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 LINE AS RELOCATED.

THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE A COVENANT RUNNING WITH THE LAND FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT SHE IS THE OWNER OF THE ABOVE DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS, EXCEPT THE FOLLOWING:

THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF THE TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF, THE SAID GRANTOR HAS EXECUTED THIS INSTRUMENT THE DAY OF _____ 20 ____.

JGF ENTERPRISES, L.P.
(GRANTOR'S SIGNATURE) J. GARY FRISBY, PRESIDENT
JGF LAND CO. INC.
ITS SOLE GENERAL PARTNER

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED J. GARY FRISBY KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF_____, 20 __.

_____
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:

## HIDALGO COUNTY
## CERTIFICATE OF PLAT APPROVAL
## HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE 49.211 (c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, J. GARY FRISBY, PRESIDENT OF JGF LAND CO. INC., GENERAL PARTNER OF JGF ENTERPRISES. L.P. AS OWNER OF THE 40.041 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED PUEBLO DE PALMAS PHASE 15, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET(S), PARK, AND EASEMENTS SHOWN HEREIN.
I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

JGF ENTERPRISES, L.P.

BY: _____

J. GARY FRISBY, PRESIDENT, JGF LAND CO., INC. — DATE:
P. O. BOX 1000
MISSION, TEXAS 78573-1000

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED J. GARY FRISBY,
PROVED TO ME THROUGH HIS TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVERS LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS_____DAY OF_____,2013 .

_____
NOTARY PUBLIC, STATE OF, TEXAS
MY COMMISSION EXPIRES:

STATE OF TEXAS
COUNTY OF HIDALGO

I, FRED L. KURTH, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED.

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

_____
FRED L. KURTH, PE # 54151
DATE PREPARED: AUGUST 14, 2013
JOB No. (ENG.) 13084.00
BY: CIRO

STATE OF TEXAS
FRED L. KURTH
54151
LICENSED PROFESSIONAL ENGINEER

STATE OF TEXAS
COUNTY OF HIDALGO

I, FRED L. KURTH A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PLAT AND DESCRIPTION OF THE PUEBLO DE PALMAS PHASE 15 WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND ON 7/15/13 BY ME OR UNDER MY SUPERVISION.

_____
FRED L. KURTH, RPLS # 4750
DATE SURVEYED: 07-15-13
BOOK T-937, PGS. 71-72
JOB No. (SUR.) 12064.08

STATE OF TEXAS
FRED L. KURTH
4750
PROFESSIONAL LAND SURVEYOR

## APPROVED BY IRRIGATION DISTRICT

THIS PLAT APPROVED BY SANTA CRUZ IRRIGATION DISTRICT No. 15 ON THIS _____ DAY OF _____, 201___ SUBJECT TO THE FOLLOWING
1.) NO BUILDINGS ALLOWED ON TOP OF AN IRRIGATION LINE;
2.) FIFTEEN FOOT (15') EASEMENT ON EACH SIDE OF IRRIGATION LINE OR CANAL;
3.) ALL LOTS SUBJECT TO RULES, REGULATION, RIGHTS-OF-WAY AND EASEMENTS OF DISTRICT; AND
4.) IF SUBDIVISION IS NOT EXCLUDED FROM DISTRICT AND IRRIGATION TO INDIVIDUAL LOTS IS DESIRED, EASEMENTS FOR NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST DISTRICT DELIVERY POINT SHALL BE PROVIDED, THE LOT OWNER BEING RESPONSIBLE TO INSTALL NECESSARY FACILITIES.

_____ SECRETARY

_____ PRESIDENT

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

| Curve Table | | | | | | |
|---|---|---|---|---|---|---|
| Curve # | Delta | Length | Radius | Chord Direction | Chord Length | Tangent |
| C1 | 015° 34' 20" | 13.59' | 50.00' | S60° 51' 29"W | 13.55' | 6.84' |
| C2 | 044° 34' 01" | 38.89' | 50.00' | N89° 04' 21"W | 37.92' | 20.49' |
| C3 | 045° 41' 27"

FINAL WATER AND SEWER ENGINEERING REPORT FORMAT
WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

PUEBLO DE PALMAS PHASE 15 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.A.W.S.C HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THIS DEVELOPMENT OF THIS SUBDIVISION.

N.A.W.S.C. HAS AN EXISTING 12" DIAMETER WATER LINE RUNNING ALONG THE SOUTH SIDE OF THE RIGHT-OF-WAY OF RAMSEYER ROAD. THE WATER SYSTEM FOR PUEBLO DE PALMAS PHASE 15 CONSISTS OF 2-8" DIAMETER WATER LINE THAT TAPS INTO THE EXISTING 12" WATER LINE. AN 8" LINE CONNECT TO THE EXISTING 12" WATER LINE RUNS NORTH ALONG AND WITHIN AN EXISTING EXCLUSIVE N.A.W.S.C. EASEMENT ALONG THE EAST SIDE OF CESAR CHAVEZ ROAD ENDING WITH A 2" FLUSH VALVE AT THE NORTH BOUNDARY OF THIS SUBDIVISION. ANOTHER 8" WATER LINE TAPS INTO THE EXISTING 12" WATER LINE RUNS NORTH ALONG AND WITHIN THE WEST RIGHT-OF-WAY OF LORENA STREET THEN TURNING WEST ON MILAGRO AVENUE CONNECTING INTO THE 8" WATER LINE ON CESAR CHAVEZ ROAD. ANOTHER 3-8" WATER LINE RUN EAST ALONG AND WITHIN THE NORTH RIGHT-OF-WAY OF ENERGY AVENUE, PALLADIUM AVENUE AND RITA AVENUE, CONNECTING TO THE PREVIOUSLY MENTION 8" WATER LINES ON CESAR CHAVEZ ROAD AND LORENA STREET. ANOTHER 3-8" WATER LINE RUNNING NORTH ALONG AND WITHIN THE EAST RIGHT-OF-WAY OF ANNABEL STREET, DELTA STREET AND ALLEGIANT STREET, CONNECTING TO THE PREVIOUSLY MENTION 8" WATER LINES ONE PALLADIUM AVENUE AND RITA AVENUE. ANOTHER 3-8" WATER LINE RUNNING NORTH AND WITHIN THE WEST LINE ALONG THE EAST SIDE OF THE CESAR CHAVEZ ROAD CROSS CESAR CHAVEZ ROAD TO THE WEST AND CAPPED FOR FUTURE EXTENSION.

WATER DISTRIBUTION FOR THE PUEBLO DE PALMAS PHASE 15 CONSISTS OF EIGHTY-FOUR -1" DIAMETER DUAL SERVICE LINES RUN TO PAIRS OF LOTS BEFORE SPLITTING INTO ¾" DIAMETER SERVICE LINES AND SIXTEEN -¾" DIAMETER SINGLE SERVICE LINES SERVICING 10 SINGLE LOTS. SAID SERVICES TERMINATE AT THE WATER METER BOXES FOR EACH LOT. THE 8" WATER LINES, THE DUAL SERVICES AND ¾" SINGLE SERVICES, AND THE METER BOXES HAVE ALREADY BEEN INSTALLED, AT A TOTAL COST OF $ 207,091.00, OR $ 1,163.43 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $ 70,598.36, WHICH COVERS THE $ 396.62 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 THE N.A.W.S.C. UNION REQUEST BY THE LOT OWNER, N.E.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE SUBDIVIDER HAS INSTALLED 10 FIRE HYDRANTS AT A UNIT COST OF $ 1,500.00 FOR A TOTAL COST OF $ 15,000.00. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.E.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

WASTEWATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

PUEBLO DE PALMAS PHASE 15 WILL BE TREATED BY WASTEWATER SERVICE FROM CITY OF EDINBURG. THE SUBDIVIDER AND CITY OF EDINBURG HAVE ENTERED INTO A CONTRACT IN WHICH CITY OF EDINBURG HAS PROMISED TO TREATE THE SUFFICIENT WASTEWATER FOR AT LEAST 30 YEARS AND CITY OF EDINBURG 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.

CITY OF EDINBURG HAS AN EXISTING LIFT STATION AT THE SOUTHWEST CORNER DOOLITTLE ROAD AND RAMSEYER ROAD. A LIFT STATION HAS BEEN INSTALLED AT THE SOUTHEAST CORNER OF LOT 1 OF THIS SUBDIVISION AND A 6" FORCEMAIN RUNS WEST ALONG THE NORTH SIDE OF RAMSEYER ROAD CROSSING DOOLITTLE ROAD THEN SOUTH CROSSING RAMSEYER ROAD TO THE EXISTING LIFT STATION PREVIOUSLY MENTION. THE WASTEWATER SYSTEM FOR PUEBLO DE PALMAS PHASE 15 CONSISTS OF AN 8" DIAMETER SEWER LINE THAT TAPS INTO THE LIFT STATION AT THE SOUTHEAST CORNER OF SAID LOT 1. THIS 8" LINE THEN RUNS WEST ALONG THE NORTH SIDE OF RAMSEYER ROAD RIGHT-OF-WAY THEN NORTH ALONG THE EAST SIDE OF CESAR CHAVEZ ROAD ENDING WITH A 48" SANITARY SEWER MANHOLE ON THE NORTH BOUNDARY LINE OF THIS SUBDIVISION. ANOTHER 8" LINE TAPS INTO A 48" MANHOLE ON CESAR CHAVEZ ROAD AND RUNS EAST ALONG THE SOUTH SIDE OF ENERGY AVENUE RIGHT-OF-WAY CONNECT WITH A 48" MANHOLE AT THE SOUTHWEST CORNER OF LOT 17. AN 8" SANITARY SEWER LINE ALONG THE EAST RIGHT-OF-WAY OF LORENA STREET EXTEND FROM THE PREVIOUSLY MENTION 48" MANHOLE TO THE NORTH AND SOUTH ENDING WITH A 48" MANHOLE AT THE NORTHWEST CORNER OF LOT 21 AND NORTHWEST CORNER LOT 16. AN 8" SEWER LINE CONNECT TO A 48" MANHOLE ALONG THE EAST SIDE OF CESAR CHAVEZ ROAD RUNS EAST ALONG THE SOUTH RIGHT-OF-WAY OF PALLADIUM AVENUE ENDING WITH A 48" MANHOLE AT THE NORTHWEST CORNER OF LOT 148. ANOTHER 8" LINE TAPS INTO A 48" MANHOLE ON CESAR CHAVEZ ROAD AND RUNS EAST ALONG THE SOUTH SIDE OF RITA AVENUE RIGHT-OF-WAY CONNECT WITH A 48" MANHOLE AT THE NORTHWEST CORNER OF LOT 30. AN 8" SANITARY SEWER LINE RUNS ALONG THE EAST RIGHT-OF-WAY OF LORENA STREET EXTEND FORM THE PREVIOUSLY MENTION 48" MANHOLE TO THE NORTH AND SOUTH ENDING WITH A 48" MANHOLE AT THE SOUTHWEST CORNER OF LOT 37 AND NORTHWEST CORNER LOT 23. AN 8" SEWER LINE CONNECT TO A 48" MANHOLE ALONG THE EAST SIDE OF CESAR CHAVEZ ROAD RUNS EAST ALONG THE NORTH RIGHT-OF-WAY OF ENERGY AVENUE ENDING WITH A 48" MANHOLE AT THE SOUTHWEST CORNER OF LOT 139. ANOTHER 3-8" SANITARY SEWER LINE CONNECT TO 48" MANHOLE RUN SOUTH ALONG THE WEST RIGHT-OF-WAY OF ANNABEL STREET, DELTA STREET AND ALLEGIANT STREET ENDING WITH A MANHOLE AT THE NORTHEAST CORNER OF LOTS 96, 112 AND 128. ANOTHER 3-8" SANITARY SEWER LINE CONNECT TO 48" MANHOLE ALONG THE EAST RIGHT-OF-WAY OF CESAR CHAVEZ ROAD EXTENDING TO THE WEST AND CAPPED FOR FUTURE EXTENSION. FROM THE 8" LINE, ONE HUNDRED SEVENY EIGTH (178) 4" DIAMETER SEWER SERVICE LINES RUN FOR EACH LOT.

THE 8" LINE, 4 SERVICE LINE AND TWENTY-SIX (26) 48" SANITARY SEWER MANHOLES HAVE BE INSTALLED, AT A TOTAL COST OF $ 438,947.50 OR $ 2,465.99 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID THE CITY OF EDINBURG THE SUM OF $ 103,473.18 WHICH COVERS THE $ 581.31 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 EDINBURG THE ENTIRE WASTE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY THE CITY OF EDINBURG AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

ENGINEER CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL 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 $ 277,689.36 WHICH EQUALS TO $ 1,560.05 PER LOT.

SEWAGE FACILITIES – THESE FACILITIES FULLY CONSTRUCTED WILL COST A GRAND TOTAL OF $438,947.50 WHICH EQUALS TO $ 2,465.99 PER LOT.

_____ _____
ENGINEER'S SIGNATURE DATE

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS
FRED L. KURTH
54151
LICENSED
PROFESSIONAL ENGINEER

FINAL WATER AND SEWER ENGINEERING REPORT IN SPANISH (WATER AND WASTE WATER DISTRIBUTION SYSTEM BEING INSTALLED)
PROVISIÓN DE AGUA: DESCRIPCIÓN, GASTOS Y FECHAS DE INICIO

LA SUBDIVISIÓN PUEBLO DE PALMAS PHASE 15 RECIBIRÁ SU PROVISIÓN DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (LA COMPAÑÍA DE AGUA N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISIÓN Y N.A.W.S.C. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ SU PROVISIÓN DE AGUA POR LOS PRÓXIMOS 30 AÑOS. N.A.W.S.C. HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.

N.A.W.S.C. TIENE UN CONDUCTO DE AGUA DE 12 PULGADAS DE DIÁMETRO QUE PASA POR EL LADO SUR DEL DERECHO DE VÍA (RIGHT OF WAY) DE LA CARRETERA RAMSEYER ROAD. EL SISTEMA DE AGUA PARA PUEBLO DE PALMAS PHASE 15 CONSISTE DE DOS CONDUCTO DE AGUA DE 8 PULGADAS DE DIÁMETRO. UN CONDUCTO DE 8 PULGADAS SE CONNECTARON A LA CONDUCTA DE 12 PULGADAS DE DIAMETRO LUEGO CORE AL NORTE DENTRO UN CONEXCION DE 15 PIES EXCLUSIVA DE N.A.W.S.C. A LO LARGO DEL LADO ESTE DE CESAR CHAVEZ ROAD TERMINANDO CON UNA VARVULA EN LA LINEA NORTE DE LA PROPIEDAD. UNA CONDUCTA DE 8 PULGADAS SE CONNECTA A LA CONDUCTA DE EXISTENTE DE 12 PULGADAS CORE AL NORTE POR EL LADO OESTE DEL DERECHO DE VÍA DE LA CARRETERA LORENA STREET LUEGO CORE AL OESTE EN MILAGRO AVENUE Y SE CONNECTA A LA LINEA DE 8 PULGADAS DE DIAMETRO ROAD. 3-CONDUCTOS DE AGUA DE 8 PULGADAS DE DIÁMETRO CONTINÚA CORRIENDO AL ESTE POR EL LADO NORTE DE LA CALLE ENERGY AVENUE, PALLADIUM AVENUE Y RITA AVENUE, CONECTÁNDOSE CON LA LÍNEAS DE AGUA DE 8 PULGADAS DE DIÁMETRO PREVIAMENTE MENCIONADA LOCALIZADA AL LADO ESTE DE CESAR CHAVEZ ROAD Y EL LADO OESTE DE LORENA STREET. OTRAS 3-CONDUCTO DE AGUA DE 8 PULGADAS DE DIAMETRO CONTINUA CORRIENDO AL ESTE DE LA CALLE ANNABEL STREET, DELTA STREET Y ALLEGIANT STREET, CONECTÁNDOSE CON LA LÍNEAS DE AGUA DE 8 PULGADAS DE DIÁMETRO PREVIAMENTE MENCIONADA LOCALIZADA AL LADO NORTE DE PALLADIUM AVENUE Y EL LADO NORTE DE RITA AVENUE. OTOS 3 CONDUCTO DE 8 PULGADAS SERÁ CONECTADO A LA LÍNEA DE AGUA PREVIAMENTE MENCIONADA EN EL LADO ESTE DE CESAR CHAVEZ ROAD CRUSADO AL OESTE DE CESAR CHAVEZ ROAD Y TAPADO PARA LA EXTENSION EN EL FUTURO.

LA DESTIBUSION DE AGUA PARA PUEBLO DE PALMAS PHASE 15 CONSISTE DE OCHENTI-QUATRO DOBLE-CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO PARA CADA DOS LOTES SE SEPARAN PARA PRODUCIR DOS CONDUCTOS DE AGUA DE ¾ DE PULGADA DE DIÁMETRO PARA CADA LOTE Y DIEZ CONDUCTOS INDIVIDUALES DE AGUA DE ¾ DE PULGADA DE DIAMETRO PARA CADA LOTE. LOS CONDUCTOS DE 8 PULGADAS DE DIAMETRO SE HAN INSTALADO, LOS DOBLE-CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO, EL CONDUCTO DE ¾ DE PULGADA DE DIÁMETRO, Y LOS MEDIDORES MECÁNICOS DE AGUA A UN COSTO TOTAL DE $ 207,091.00 O $ 1,163.43 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA COMPAÑÍA N.A.W.S.C. $ 70,598.36, QUE CUBRE EL PRECIO DEL MEDIDOR MECÁNICO DE AGUA POR LOTE, $396.62. ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACIÓN DE CADA MEDIDOR Y LOS GASTOS DE CONEXIÓN. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑÍA N.A.W.S.C. LO INSTALARA SIN ALGÚN GASTO AL DUEÑO. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN HA INSTALADO 10 BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE $ 1,500.00 POR CADA UNO CUAL GASTA UNA CANTIDAD TOTAL $15,000.00. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: DESCRIPCIÓN, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISIÓN

LA SUBDIVISIÓN PUEBLO DE PALMAS PHASE 15 RECIBIRÁ SU PROVISIÓN DE DRENAJE SANITARIO DE CITY OF EDINBURG. EL DUEÑO DE LA SUBDIVISIÓN Y LA CIUDAD DE EDINBURG HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ SU PROVISIÓN DE DRENAJE SANITARIO POR LOS PRÓXIMOS 30 AÑOS. LA CIUDAD DE EDINBURG HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE DRENAJE SANITARIO ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.

EL SISTEMA DE PROVISIÓN DE DRENAJE SANITARIO PARA LA SUBDIVISIÓN PUEBLO DE PALMAS PHASE 15 CONSISTE DE UN SISTEMA DE POMPAS SANITARIO LOCALIZADO AL SURDESTE DE DOOLITTLE ROAD Y RAMSEYER ROAD. EL SISTEMA DE PROVISIÓN DE DRENAJE SANITARIO DE LA SUBDIVISIÓN PUEBLO DE PALMAS PHASE 15 CONSISTE UN SISTEMA DE POMPAS SANITARIO SE HA INSTALADO AL SURESTE DE LOTE 1 DE ESTA SUBDIVISION Y UN CONDUCTO DE PRESION SANITARIO DE 6" DE DIÁMETRO QUE PASA POR EL LADO NORTE DEL DERECHO DE VÍA DE LA CARRETERA RAMSEYER ROAD CRUZADO DOOLITTLE ROAD LUEGO CORRIENDO AL SUR CURZANDO RAMSEYER ROAD CONNECTANDO AL SISTEMA DE POMPAS SANITARIO PREVIAMENTE MENCIONADA. UN CONDUCTO DE DRENAJE DE 8" DE DIÁMETRO QUE SE CONECTA AL SISTEMA DE POMPAS SANITARIO EN LOTE 1 CORE AL OESTE EN EL LADO NORTE DE RAMSEYER ROAD LUEGO CORE AL NORTE EN EL LADO ESTE DE CESAR CHAVEZ ROAD TERMINANDO CON UN ALCONTARILLA DE 48" EN LA LINEA NORTE DE PROPIERDA DE ESTA SUBDIVSION. UN CONDUCTO DE 8" SE CONNECTO A UN ALCANTARILLA DE 48" EN EL LADO ESTE DE CESAR CHAVEZ ROAD Y CORE AL ESTE AL LADO SUR DEL DERICHO DE VIA DE ENERGY AVENUE TERMINANDO CON UN ALCANTARILLA DE 48" EN EL SUROESTE DE LOTE 17. OTRA LINEA DE 8" CUAL EN EL LADO ESTE DEL DERICHO DE VIA DE LORENA STREET SE EXTIENDERA AL NORTE Y EL SUR TERMINARA CON UNA ALCANTARILLA DE 48" DE DIAMETRO LOCALIZADA AL NORTEOESTE DE LOTE 21 Y AL NORTEOESTE DE LOTE 16. OTRO CONDUCTO DE DRENAJE DE 8" DE DIÁMETRO SE CONNECTA A UN ALCANTARILLA DE 48" EN EL LADO ESTE DE CESAR CHAVEZ ROAD SEGUE AL ESTE EN EL LADO SUR DEL DERECHO DE VIA DE PALLADIUM AVENUE TERMINANDO CON UN ALCANTARILLA DE 48" EN EL NORTEOESTE DE LOT 146. OTRA LINEA DE 8" SE CONECTÁ CON UN ALCANTARILLA DE 48" EN EL LADO DE CESAR CHAVEZ ROAD SIGUE AL ESTE EN EL LADO SUR DEL DERICHO DE VIA DE RITA AVENUE TERMINADO CON UN ALCONTARILLA DE 48" EN EL LADO NORTEOESTE DE LOT 30. OTRO CONDUCTO DE 8" SIGUE EN EL LADO ESTE DEL DERECHO DE VIA DE LORENA STREET SE CONECTADO AL ALCANTARILLA DE 48" PREVIAMENTE MENCIONADA SE EXENDIDA RUMBO AL NORTE Y SUR TERMINADO CON ALCANTARILLA DE 48" EN EL SUROESTE DE LOT 37 & NORTEOESTE DE LOTA 23. ORTA LINEA DE 8" SE CONNECT A UNA ALCANTARILLA DE 48" EN EL LADO ESTE DE CESAR CHAVEZ ROAD CORE HA ESTE EN LADO A NORTE DEL DERECHO DE VIA DE MILAGRO AVENUE TERMINANDO CON UN ALCANTARILLA DE 48" EN EL SUROESTE DE LOTS 139. OTRAS 3 LINEAS DE 8" SE CONECTAN A 3 ALCANTARILLA DE 48" CORREN AL SUR EN DE ESTURO, DE ESTAS LÍNEAS DE DRENAJE SANITARIO DE 8" CIENTO SETENTA OCHO (178) LÍNEAS DE SERVICIO DE 4 PULGADAS SERÁN EXTENDIDAS HA CADA LOTE.

LA LÍNEAS DE 8 PULGADAS, DE 4 PULGADAS Y OCHO (8) ALCANTARILLAS HAN SIDO INSTALADAS, HA UN COSTO TOTAL DE $438,947.50 O $2,465.99 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA COMPAÑÍA N.E.W.S.C. UN COSTO TOTAL DE $103,473.18, O $581.31 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.

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 COSTARÁ UN TOTAL DE $ 277,689.36 O $ 1,560.05 POR LOTE

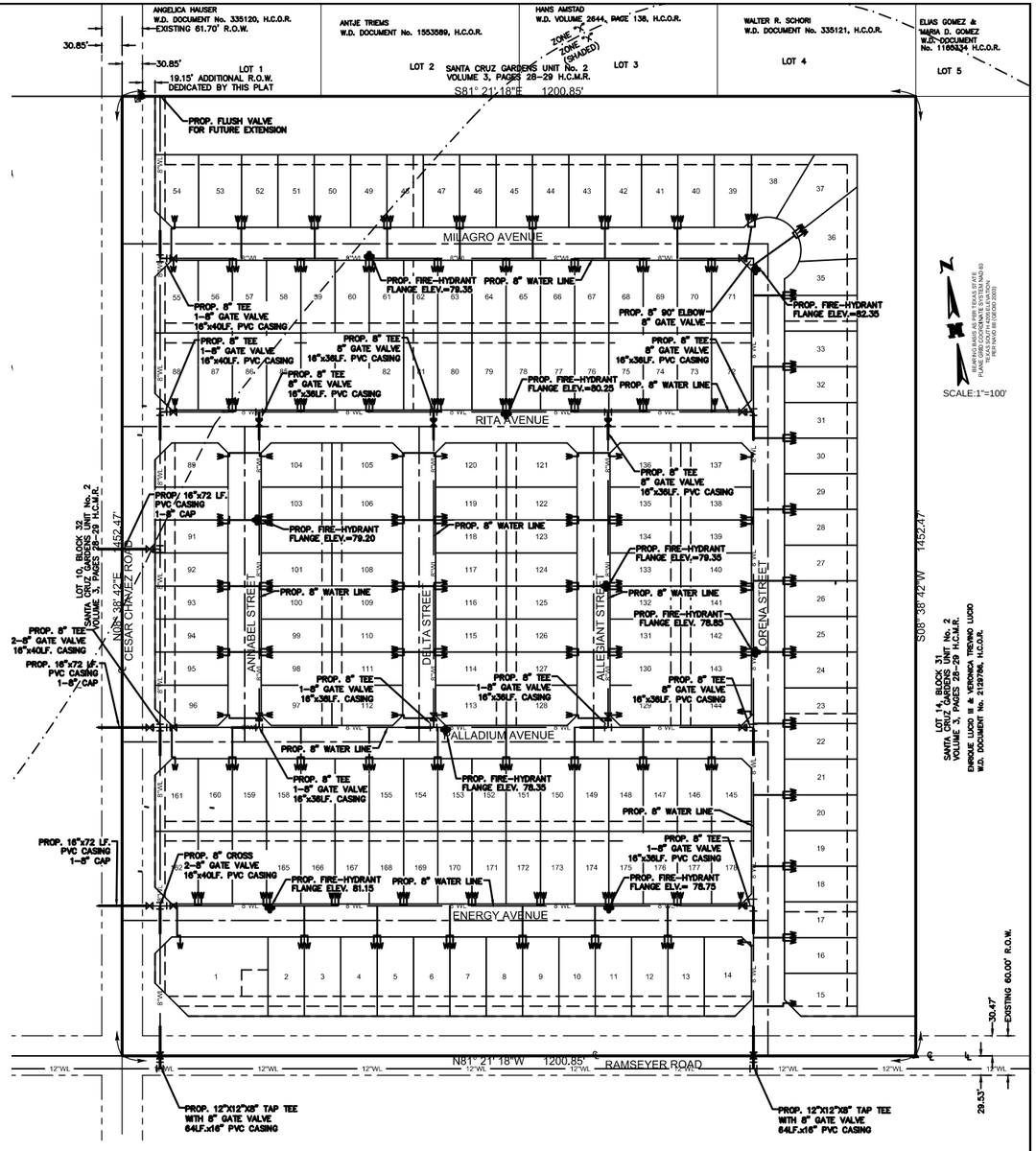
DRENAJE: SE ESTIMA QUE EL DRENAJE COSTARA UN COSTO TOTAL DE $ 438,947.50 O $ 2,465.99 POR LOTE.

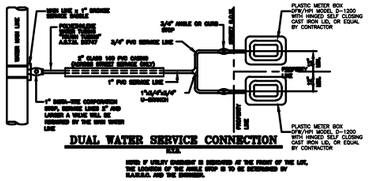
TYPICAL DETAILS OF SERVICE LINES AND WATER METER BOX

LEGEND:
- PROPOSED DUAL WATER SERVICE
- PROPOSED SINGLE WATER SERVICE
- PROPOSED DUAL SEWER SERVICE
- PROPOSED SINGLE SEWER SERVICE

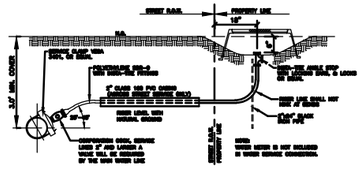
DETALLE TIPICO DE LINEAS DE SERVICIO Y MEDIDORES DE AGUA

LEYENDA
- SERVICIO DOBLE DE AGUA PROPUESTO
- SERVICIO INDIVIDUAL DE AGUA PROPUESTO
- SERVICIO DOBLE DE DRENAJE SANITARIO PROPUESTO
- SERVICIO INDIVIDUAL DE DRENAJE SANITARIO PROPUESTO



DUAL WATER SERVICE CONNECTION
N.T.S.



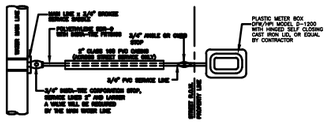
TYPICAL WATER SERVICE CONNECTION ELEVATION
N.T.S.

COST ESTIMATE:

| | |
|---|---|
| PAVING IMPROVEMENTS: | $ 251,478.20 |
| DRAINAGE IMPROVEMENTS: | $ 286,545.00 |
| WATER DISTRIBUTION: | $ 207,091.00 |
| SANITARY SEWER IMPROVEMENTS: | $ 438,947.50 |

ESTIMACION DE COSTOS:

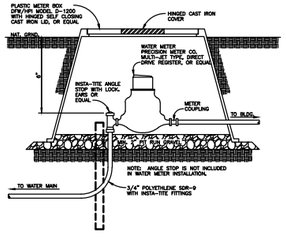
| | |
|---|---|
| PAVIMENTACION DE CALLES: | $ 251,478.20 |
| DRENAJE PLUVIAL: | $ 286,545.00 |
| SERVICIO DE AGUA POTABLE: | $ 207,091.00 |
| SERVICIO DE DRENAJE SANITARIO: | $ 438,947.50 |



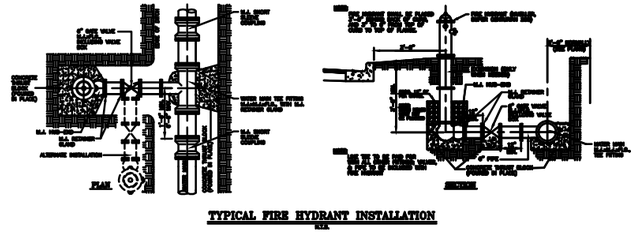
SINGLE WATER SERVICE CONNECTION
N.T.S.

*MAP OF WATER DISTRIBUTION SYSTEM*
*MAPA DE SISTEMA DE DISTRIBUCION DE AGUA*

SUBDIVISION MAP OF
# PUEBLO DE PALMAS PHASE 15
BEING A RESUBDIVISION OF 40.041 ACRES
CONSISTING OF LOTS 15-18, BLOCK 31 OUT OF
SANTA CRUZ GARDENS UNIT #2
VOLUME 8, PAGE 146-147, H.C.M.R.
HIDALGO COUNTY, TEXAS.



TYPICAL WATER METER INSTALLATION
N.T.S.



TYPICAL FIRE HYDRANT INSTALLATION
N.T.S.

MELDEN & HUNT, INC.
TEXAS REGIST. F-1435
MELDEN & HUNT INC.
CONSULTANTS ENGINEERS SURVEYORS
115 N. McINTYRE, EDINBURG, TX. 78541 OFF: (956) 381-0981 FAX: (956) 381-1839
227 N. FM. 3167, RIO GRANDE CITY, TX. 78582 OFF: (956) 487-5526 FAX: (956) 487-5591
E-MAIL: www.meldenandhunt.com ESTABLISHED 1947

*MAP OF SANITARY SEWER DISTRIBUTION SYSTEM*
*MAPA DE SISTEMA DE DISTRIBUCION DE DRENAJE SANITARIO*

SUBDIVISION MAP OF

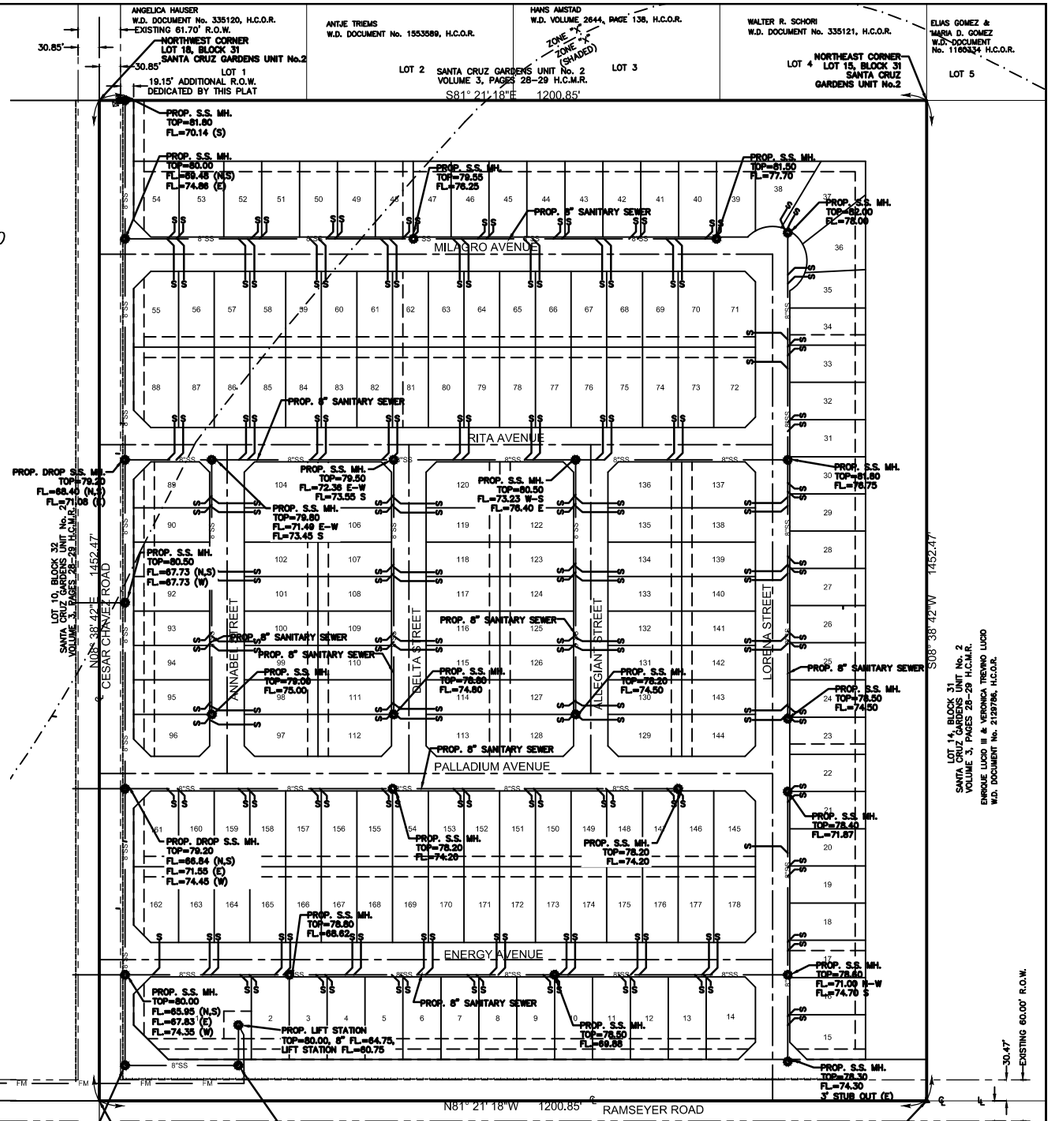
# PUEBLO DE PALMAS PHASE 15

BEING A RESUBDIVISION OF 40.041 ACRES
CONSISTING OF LOTS 15-18, BLOCK 31 OUT OF
SANTA CRUZ GARDENS UNIT #2
VOLUME 8, PAGE 146-147, H.C.M.R.
HIDALGO COUNTY, TEXAS.

N

BEARING BASIS: AS PER TEXAS STATE PLANE GRID COORDINATE SYSTEM NAD 83 SOUTH ZONE PER HADD 86 (GEOID 2003)

SCALE:1"=100'




TYPICAL DETAILS OF SERVICE LINES AND WATER METER BOX

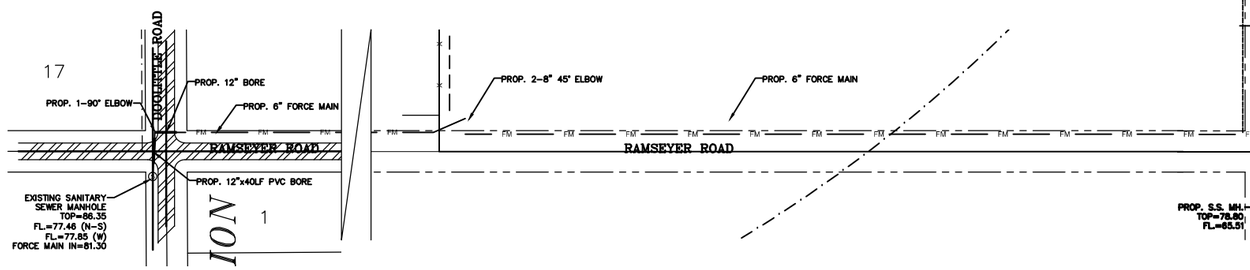
LEGEND:

- PROPOSED DUAL WATER SERVICE
- PROPOSED SINGLE WATER SERVICE
- PROPOSED DUAL SEWER SERVICE
- PROPOSED SINGLE SEWER SERVICE

DETALLE TIPICO DE LINEAS DE SERVICIO Y MEDIDORES DE AGUA

LEYENDA

- SERVICIO DOBLE DE AGUA PROPUESTO
- SERVICIO INDIVIDUAL DE AGUA PROPUESTO
- SERVICIO DOBLE DE DRENAJE SANITARIO PROPUESTO
- SERVICIO INDIVIDUAL DE DRENAJE SANITARIO PROPUESTO





MELDEN & HUNT, INC.
TEXAS REGIST. F-1435

MELDEN & HUNT INC.
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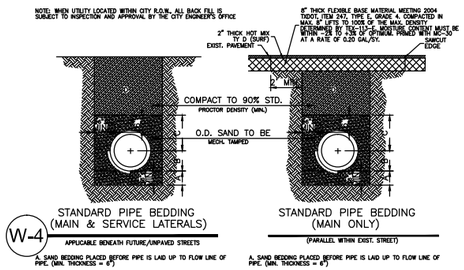
E-MAIL: www.meldenandhunt.com
ESTABLISHED 1947

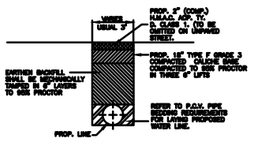
*MAP OF SANITARY SEWER DISTRIBUTION SYSTEM*
*MAPA DE SISTEMA DE DISTRIBUCION DE DRENAJE SANITARIO*

SUBDIVISION MAP OF

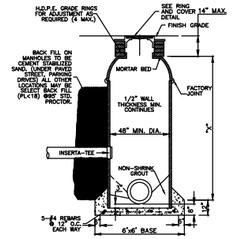
# PUEBLO DE PALMAS
# PHASE 15

**BEING A RESUBDIVISION OF 40.041 ACRES**
**CONSISTING OF LOTS 15-18, BLOCK 31 OUT OF**
**SANTA CRUZ GARDENS UNIT #2**
**VOLUME 8, PAGE 146-147, H.C.M.R.**
**HIDALGO COUNTY, TEXAS.**

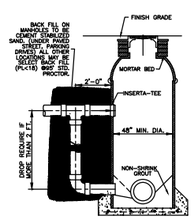


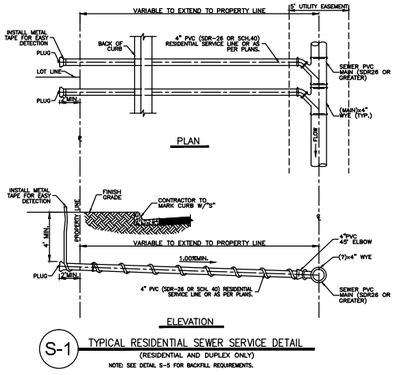

**PAVED and UNPAVED**
**STREET BACKFILL DETAIL**
N.T.S.



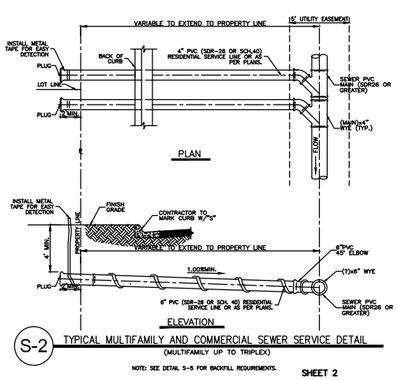

S-3 TYPICAL FIBERGLASS MANHOLE
NOTE: ALL DROP CONNECTIONS TO M.H. SHALL USE INSERTA-TEE




TYPICAL FIBERGLASS MANHOLE
With DROP STRUCTURE



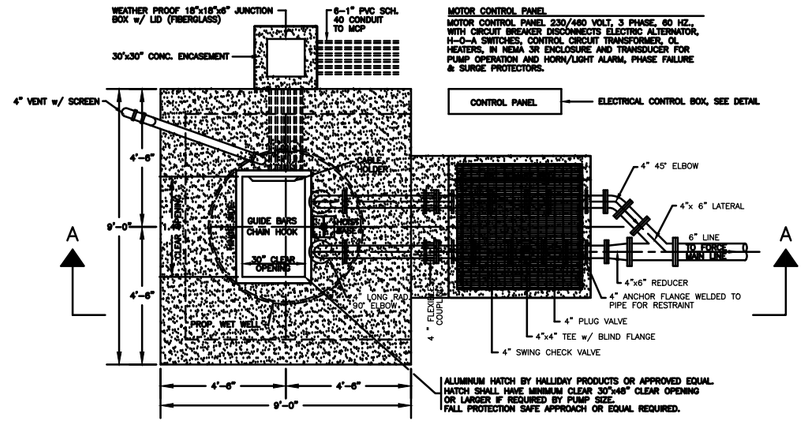

S-1 TYPICAL RESIDENTIAL SEWER SERVICE DETAIL
(RESIDENTIAL AND DUPLEX ONLY)
NOTE: SEE DETAIL S-5 FOR BACKFILL REQUIREMENTS.



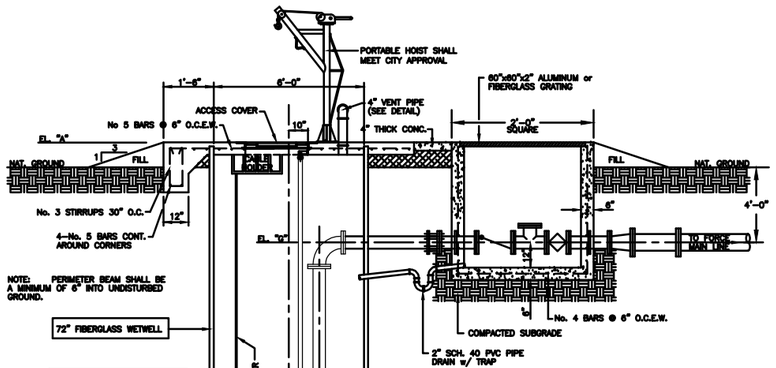

S-2 TYPICAL MULTIFAMILY AND COMMERCIAL SEWER SERVICE DETAIL
(MULTIFAMILY UP TO TRIPLEX)
NOTE: SEE DETAIL S-5 FOR BACKFILL REQUIREMENTS.

SHEET 2

NOTE:
THE CONTRACTOR SHALL PROVIDE PORTABLE HOIST FOR REMOVAL OF PUMPS. IT SHALL HAVE A SAFE LOAD OF 500 lbs., LIFT OF 30 FT., REACH OF 24", HEIGHT OF HOOK ABOVE ACCESS COVER 48". (HALLIDAY PRODUCTS SERIES DA STAINLESS STEEL PORTABLE HOIST OR APPROVED EQUAL)



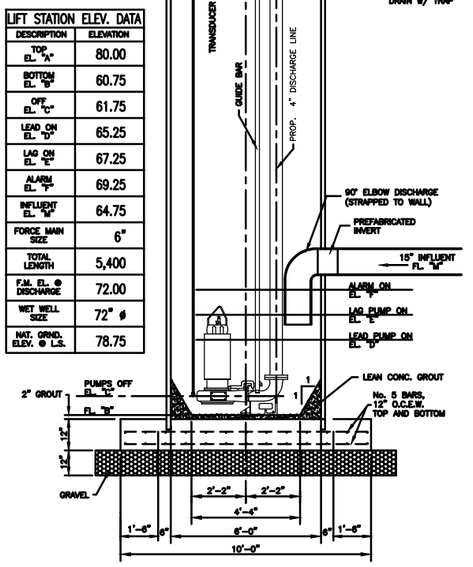

LIFT STATION - PLAN VIEW
SCALE: 3/8" = 1'-0"



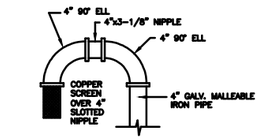

NOTE: PERIMETER BEAM SHALL BE A MINIMUM OF 6" INTO UNDISTURBED GROUND.

72" FIBERGLASS WETWELL

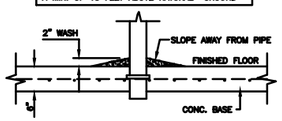
| LIFT STATION ELEV. DATA | |
|---|---|
| DESCRIPTION | ELEVATION |
| TOP EL. "A" | 80.00 |
| BOTTOM EL. "B" | 60.75 |
| OFF EL. "C" | 61.75 |
| LEAD ON EL. "D" | 65.25 |
| LAG ON EL. "E" | 67.25 |
| ALARM EL. "F" | 69.25 |
| INFLUENT EL. "H" | 64.75 |
| FORCE MAIN SIZE | 6" |
| TOTAL LENGTH | 5,400 |
| F.M. EL. @ DISCHARGE | 72.00 |
| WET WELL SIZE | 72" ø |
| NAT. GRND. ELEV. @ L.S. | 78.75 |




SECTION A-A
SCALE: 3/8" = 1'-0"

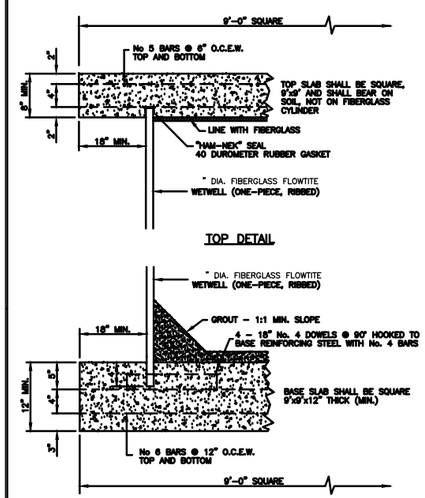



NOTE:
STRAP VENT TO ELECTRIC SERVICE POLE AND GO A MIN. OF 15 FEET ABOVE NATURAL GROUND



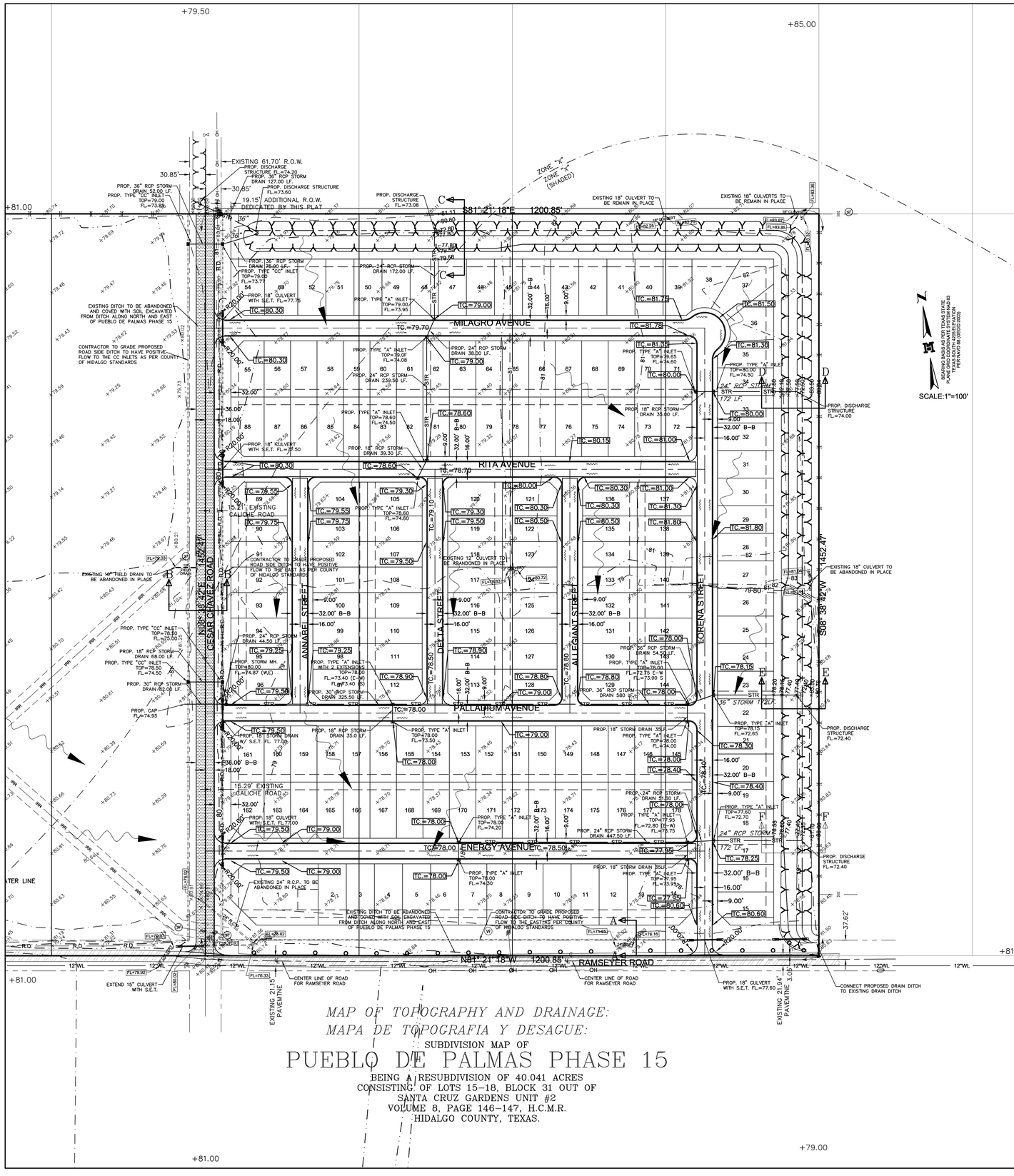

VENT DETAIL
N.T.S.

| PUMP DATA | | | | |
|---|---|---|---|---|
| SIZE | QUANTITY | G.P.M. | T.D.H. | MIN. HP. |
| 6" | 2 | 176 | 54 | 5 |
| PREFERRED TYPE: FLYGT CP-3127 (OR APPROVED EQUAL) | | | | |




FIBERGLASS MANHOLE DETAILS
N.T.S.

MELDEN & HUNT, INC.
TEXAS REGIST. F-1435
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FAX: (956) 460-5091
E-MAIL: www.meldenandhunt.com
ESTABLISHED 1947




*MAP OF TOPOGRAPHY AND DRAINAGE:*
*MAPA DE TOPOGRAFIA Y DESAGUE:*

SUBDIVISION MAP OF

# PUEBLO DE PALMAS PHASE 15

BEING A RESUBDIVISION OF 40.041 ACRES
CONSISTING OF LOTS 15-18, BLOCK 31 OUT OF
SANTA CRUZ GARDENS UNIT #2
VOLUME 8, PAGE 146-147, H.C.M.R.
HIDALGO COUNTY, TEXAS.

DRAINAGE STATEMENT
PUEBLO DE PALMAS PHASE 15

PUEBLO DE PALMAS PHASE 15 IS A 40.041 ACRES TRACT OF LAND OUT OF ALL OF LOTS 15-18, BLOCK 31 OUT OF SANTA CRUZ GARDENS UNIT #2, HIDALGO COUNTY, TEXAS AS RECORDED IN VOLUME 8, PAGE 146-147, HIDALGO COUNTY MAP RECORDS. THE PROPERTY IS LOCATED ALONG THE NORTH SIDE OF RAMSEYER ROAD AND ALONG THE EAST OF CESAR CHAVEZ ROAD. THE PROPERTY IS CURRENTLY FARM LAND AND IS LOCATED IN ZONE "X" SHADED & ZONE "X" UNSHADED IN FEMA'S FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 480334 0325 D, MAP REVISED JUNE 6, 2000 FURTHER REVISED TO REFLECT LOMR DATE MAY 17, 2001. ZONE "X" SHADED IS DEFINED AS "AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE ARES LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD".
ZONE "X UNSHADED" IS DEFINED AS "AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN." THE LAND IS CURRENTLY AGRICULTURAL AND WILL BE USED FOR RESIDENTIAL. PHASE 15 WILL CONSIST OF 178 LOTS.

THE SOILS ARE FINE SANDY LOAM, SANDY CLAY LOAM WHICH IS MODERATELY PERVIOUS WITH A RELATIVELY LOW PLASTICITY INDEX. THIS SOIL IS IN HYDROLOGIC GROUP "B". (SEE EXCERPTS FROM "SOIL SURVEY OF HIDALGO COUNTY, TEXAS")

EXISTING RUNOFF IS BY SURFACE FLOW IN A SOUTHERLY DIRECTION AND HAS A RUNOFF OF 9.37 C.F.S. DURING THE 10-YEAR STORM FREQUENCY AS PER THE ATTACHED CALCULATIONS.

THE EXISTING DRAINAGE FOR PUEBLO DE PALMAS PHASE 15 CONSISTS OF SURFACE RUNOFF FROM THE LOTS INTO THE PROPOSED STREETS. THE STREET SHALL CHANNEL RUNOFF INTO A PROPOSED DRAINAGE SYSTEM OF TYPE "A" INLETS AND STORM PIPES RANGING IN SIZE FROM 18" TO 36" THAT FLOW EASTERLY AND DISCHARGE INTO A RELOCATED SANTA CRUZ IRRIGATION DRAINAGE DITCH. THE DRAINAGE DITCH WILL REPLACE THE EXISTING DITCH (159 CFS) ALONG A PORTION OF CESAR CHAVEZ ROAD AND RAMSEYER RAOD. THE DRAINAGE DITCH SHALL CONNECT TO THE EXISTING DRAINAGE DITCH SYSTEM WHICH FLOWS EAST AND SOUTH, ULTIMATELY DRAINING INTO THE NORTH MAIN DRAIN. (SEE ATTACHED EXHIBITS AND DETAILS)

IN ACCORDANCE WITH THE CITY OF EDINBURG DRAINAGE POLICY, THE PEAK RATE OF RUNOFF IN THE SUBDIVISION WILL NOT BE INCREASED DURING THE 10-YEAR RAINFALL EVENT DUE TO THE IMPROVEMENTS IN THIS SUBDIVISION. THEREFORE AS PER ATTACHED CALCULATIONS THE REQUIRED 127,629 CUBIC FEET OF DETENTION WILL BE PROVIDED WITHIN THE RELOCATED DITCH ALONG THE EAST AND NORTH SIDE OF THIS SUBDIVISION WITCH HAS A CAPACITY OF 595,400 CUBIC FEET. THE DRAINAGE AND DETENTION PLAN WILL BE REVIEWED BY THE HIDALGO COUNTY PLANNING DEPARTMENT PRIOR TO THE ISSUANCE OF THE BUILDING PERMIT.

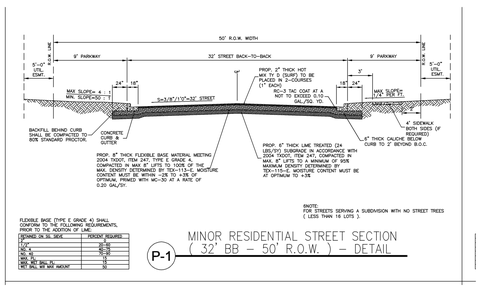
CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100 YEAR FLOODPLAIN AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0325 D, MAP REVISED JUNE 6, 2000 FURTHER REVISED TO REFLECT LOMR DATE MAY 17, 2001. IS CONTAINED WITHIN THE CONSTRUCTION OF A NEW DITCH ALONG THE NORTH AND EAST SIDE OF THIS SUBDIVISION.

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS
FRED L. KURTH
54151
LICENSED PROFESSIONAL ENGINEER

FRED L. KURTH, PE # 54151 DATE:

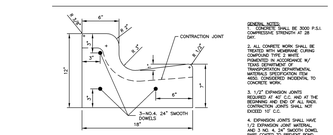



FLEXIBLE BASE (TYPE E GRADE 4) SHALL CONFORM TO THE FOLLOWING REQUIREMENTS, PRIOR TO THE ADDITION OF LIME:

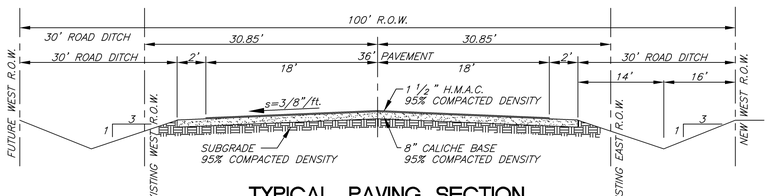
| SIEVE DESIGNATION (SQ. MESH) | PERCENT RETAINED |
|---|---|
| 2" | 0% |
| NO. 4 | 40-75 |
| NO. 40 | 60-85 |
| NO. 200 | 85-95 |
| MAX. WET SIEVE (%) | 30 |
| WET WELL MIN. MAX. AMOUNT | 10 |

NOTE:
FOR STREETS SERVING A SUBDIVISION WITH NO STREET TREES ( LESS THAN 16 LOTS ).

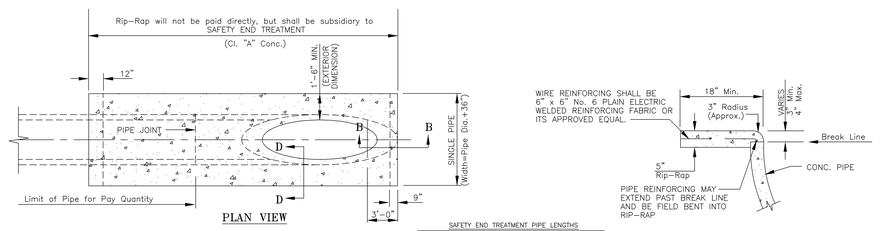
MINOR RESIDENTIAL STREET SECTION
( 32' BB - 50' R.O.W. ) - DETAIL
P-1




CURB AND GUTTER DETAIL
NOT TO SCALE



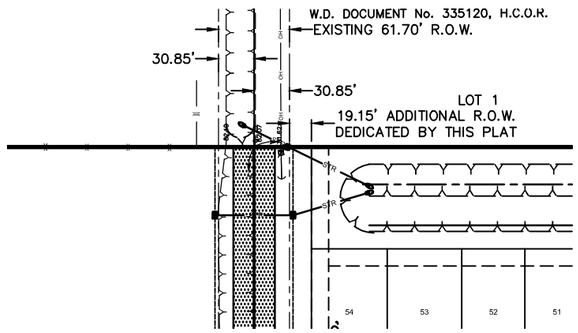

## TYPICAL PAVING SECTION
## CESAR CHAVEZ ROAD



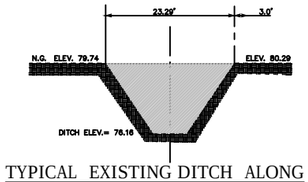

SAFETY END TREATMENT PIPE LENGTHS

| PIPE DIA. (IN.) | "L" 3:1 | 4:1 | 5:1 | 6:1 |
|---|---|---|---|---|
| 12" | 3'-0" | 3'-0" | 3'-4" | 4'-0" |
| 18" | 3'-0" | 3'-8" | 4'-4" | 5'-0" |
| 24" | 3'-6" | 4'-4" | 5'-0" | 7'-0" |
| 30" | 4'-0" | 5'-0" | 6'-10" | 8'-0" |
| 36" | 4'-10" | 6'-0" | 7'-6" | 10'-0" |
| 42" | 5'-6" | 7'-0" | 8'-6" | 11'-6" |
| 48" | 6'-0" | 8'-0" | 10'-0" | 13'-0" |
| 54" | 6'-10" | 9'-0" | 11'-6" | 14'-6" |
| 60" | 7'-6" | 10'-0" | 12'-6" | 17'-0" |

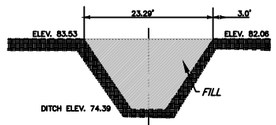
SAFETY END TREATMENT - (Type "C") DETAILS
N.T.S.



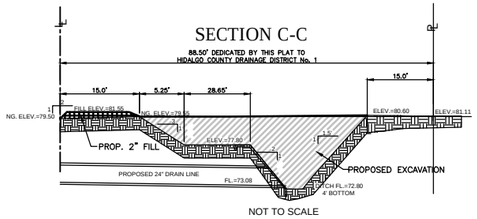

CONNECTION OF EXISTING DRAIN DITCH TO
PROPOSED DRAIN DITCH WITH 30" STORM DRAIN
AT NORTHWEST CORNER OF THIS SUBDIVISION



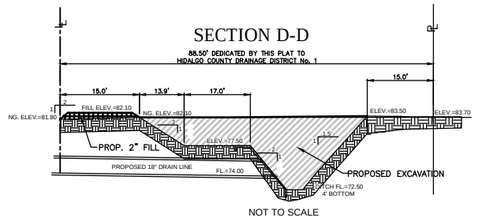

TYPICAL EXISTING DITCH ALONG
RAMSEYER ROAD SECTION A-A
N.T.S.



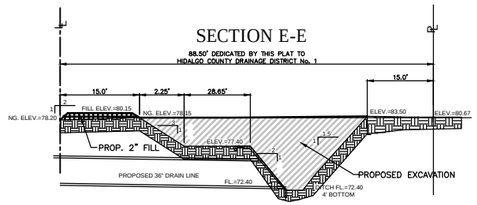

EXISTING DITCH ALONG
CESAR CHAVEZ ROAD SECTION B-B



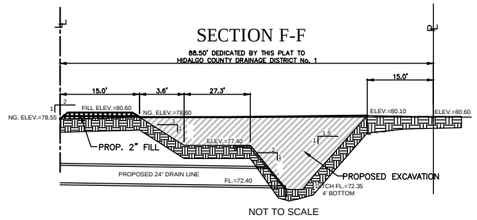

NOT TO SCALE



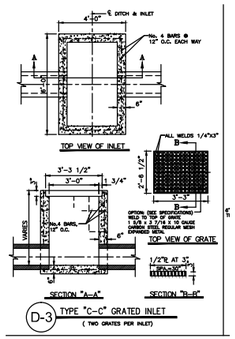

NOT TO SCALE



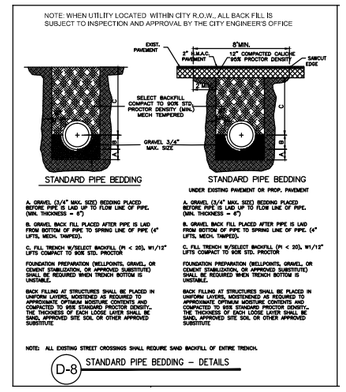

NOT TO SCALE



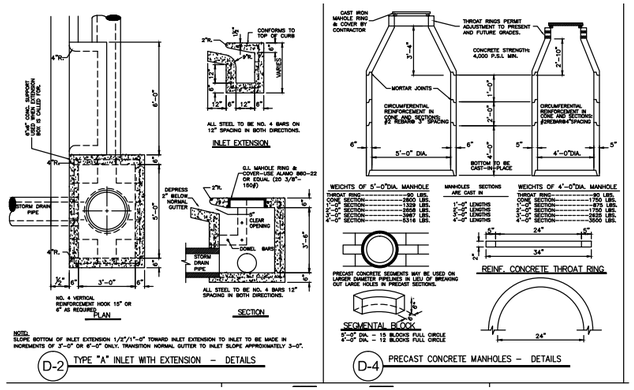

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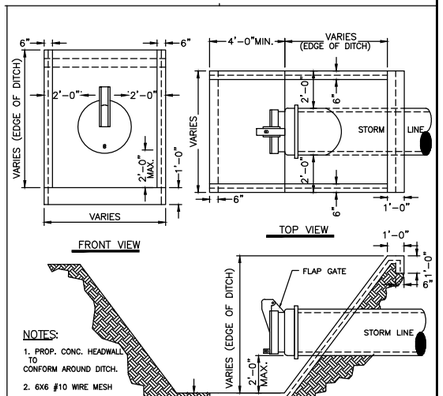



D-3 TYPE "C-C" GRATED INLET
( TWO GRATES PER INLET)

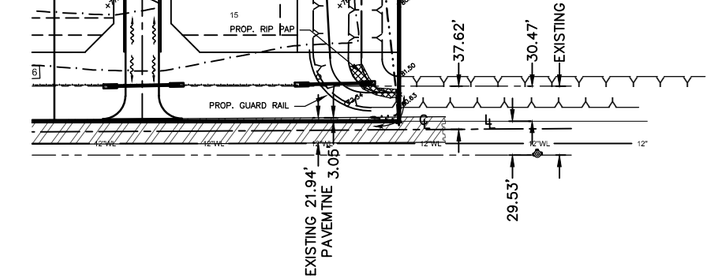



D-8 STANDARD PIPE BEDDING – DETAILS




D-6 DOWN DRAIN STRUCTURE




CONNECTION OF PROP. DRAIN DITCH TO
EXISTING DRAIN DITCH AT SOUTHEAST CORNER OF THIS SUBIDIVISON

*DRAINAGE DETAILS:*
*DETALLES DE DESAGUE:*

SUBDIVISION MAP OF

# PUEBLO DE PALMAS PHASE 15

BEING A RESUBDIVISION OF 40.041 ACRES
CONSISTING OF LOTS 15-18, BLOCK 31 OUT OF
SANTA CRUZ GARDENS UNIT #2
VOLUME 8, PAGE 146-147, H.C.M.R.
HIDALGO COUNTY, TEXAS.

MELDEN & HUNT, INC.
TEXAS REGIST. F-1435

MELDEN & HUNT INC.
CONSULTANTS ENGINEERS SURVEYORS
115 W. McINTYRE
EDINBURG, TX. 78541
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E-MAIL: www.meldenandhunt.com
ESTABLISHED 1947

SHEET 6 OF 6 SHEET

# 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:** 12-03-2013

PROPOSED **CONCHO HEIGHTS UNIT 3** SUBDIVISION, PRECINCT No. **4** .

ENGINEER: **KK ENGINEERING** DEVELOPER: **KYNDEL W. BENNETT**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **64** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **South of Trenton Road approximately ¼ mile West of Cesar Chavez Rd.**

SUBDIVISION LIES WITHIN THE: ☒*ETJ of* **Edinburg** *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **09-24-13** PROPERTY LIES WITHIN FLOOD ZONE: **"B"** AS PER FEMA.

DRAINAGE DESIGN: **Drainage will be accomplished by a storm drainage pipe system and a regional detention area discharging to an existing drain ditch along the West property line**

ROAD R.O.W. DEDICATION: **30 feet on Trenton Road**

H.C.R.O.W.APPROVED DATE: **09-25-13** : By, **Jesse Ozuna** PCT 4 R.O.W. AGENT

H.C.H.D APPROVAL DATE: **11-13-13** by: **Elizardo "Chardo" Ramos,** Environmental Health Division Manager

☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Jose Angel Gonzalez**

SEWER SYSTEM: ☐OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: _____

WATER SERVICE PROVIDER: **N.A.W.S.C.** LINE SIZE: **8"** LOCATION: **on Trenton Road**

H.C.O.E.C. APPROVED DATE: **11-15-13 .**: 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.*

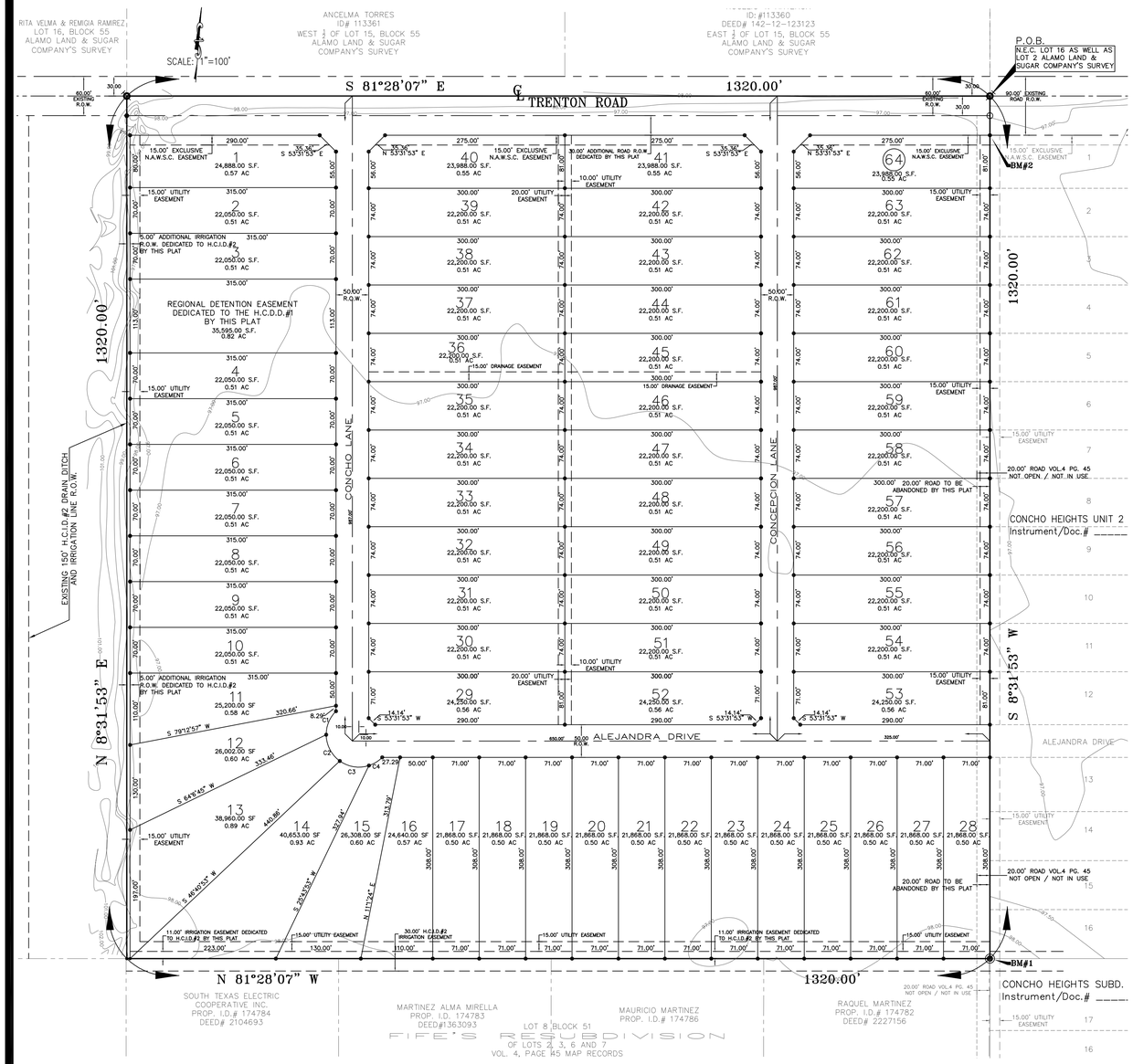
STAFF RECOMMENDS:

☒ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **Edinburg .**

☐ **Final Approval** *subject to recommendations other departments*

☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*




## GENERAL SUBDIVISION PLAT NOTES

1. MINIMUM FINISH FLOOR ELEVATION SHALL BE AT 24" ABOVE THE TOP OF THE STREET CURB WHEN MEASURED AT THE CENTER FRONT OF ALL THE LOTS. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIREDFOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

2. THIS SUBDIVISION IS LOCATED IN ZONE "B" (MEDIUM SHADED) AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.

FEMA FLOOD INSURANCE RATE MAPS COMMUNITY PANEL No. 480334 0425 C REVISED NOVEMBER 16, 1982.

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

3. SETBACKS:
FRONT: 25.00 FEET
REAR: 15.00 FEET OR EASEMENT WHICHEVER IS GREATER
CORNER SIDE: 15.00 FEET
GARAGE FRONT: 18.00 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, 40, 41 AND 64 ARE ALLOWED FOR POSSIBLE COMMERCIAL USE.
NO COMMERCIAL USE SHALL BE ALLOWED ON ALL INTERNAL LOTS 2 THROUGH 39 AND LOTS 42 THROUGH 63.

5. CORNER MARKERS, CONSISTING OF A ONE-HALF (1/2) INCH STEEL ROD 18 INCHES IN LENGTH, WITH PLASTIC CAP STAMPED "RIO DELTA SURVEYING", HAVE BEEN DRIVEN FLUSH WITH THE GROUND SURFACE TO MARK THE CORNERS OF ALL LOTS.

6. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
-->B.M. NO. 1-ELEV. 97.04 ON TOP OF A ½" PIPE LOCATED ON THE SOUTH EAST CORNER OF SUBDIVISION (SOUTH EAST CORNER OF LOT 28) (NAVD 1988)
-->B.M. NO. 2-ELEV. 97.08 ON TOP OF ½" IRON ROD LOCATED 60 FEET SOUTH OF THE NORTH EAST CORNER OF SUBDIVISION (NORTH EAST CORNER OF LOT 64) (NAVD 1988)

7. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 60.396 CUBIC-FEET (1.39 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No.3 FOR STORM SEWER IMPROVEMENTS.)

8. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

9. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

10. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

11. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

12 ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

13. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION

14. KYNDEL W. BENNETT, THE OWNER & SUBDIVIDER OF CONCHO HEIGHTS UNIT 3 SUBDIVISION, RETAINS A BLANKET EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO.2 OF THIS PLAT.

15. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS.

16. NO ACCESS SHALL BE ALLOWED FROM TRENTON ROAD ONTO LOTS 1, 40, 41 AND 64. IF THE AFOREMENTIONED LOTS ARE UTILIZED FOR COMMERCIAL USE, ACCESS SHALL ONLY BE ALLOWED FROM AMBROSIA LANE AND ANGELICA LANE SUBJECT TO THE HIDALGO COUNTY PLANNING DEPARTMENT SITE PLAN REVIEW AS PER PLAT NOTE No.11. THE LOT OWNER SHALL BE REQUIRED TO INSTALL A BUFFER FENCE ABUTTING ALL RESIDENTIAL LOTS.

17. STREET & STOP SIGNS WILL BE INSTALLED BY THE DEVELOPER.

18. A 4.0 FT SIDEWALK IS REQUIRED AT BUILDING PERMIT STAGE, AS PER CITY OF EDINBURG

19. FIRE HYDRANTS WILL BE INSTALLED & PAINTED BLACK BY THE DEVELOPER.

20. REGIONAL DRAINAGE FACILITY (RDF) FOR THIS DEVELOPMENT SHALL BE DEDICATED TO HCDD No. 1 AS SHOWN ON THE PLAT. CONSTRUCTION SHALL BE IN ACCORDANCE WITH COUNTY AND HCDD No. 1 SPECIFICATION. HCDD No. 1 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF SAID RDF. NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN THE RDF EASEMENT.

## METES AND BOUNDS

A 40.00 ACRE TRACT OF LAND, BEING ALL OF LOTS 10, 12, 14 AND 16, FIFE'S RE-SUBDIVISION OF LOTS TWO (2), THREE (3), SIX (6) AND SEVEN (7), BLOCK 51, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 4, PAGE 45, MAP RECORDS IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS SAID 40.00 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A NAIL SET A THE NORTHEAST CORNER OF LOT 16, FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND AND THE POINT OF BEGINNING;

THENCE SOUTH 08°31'53" WEST, WITH THE EAST LINE OF SAID LOTS 16, 14, 12, & 10, THE CENTERLINE A 40 FOOT ROAD RIGHT OF WAY, AT 30.00 FEET PASS ½" IRON ROD FOUND FOR THE SOUTH RIGHT OF WAY LINE OF TRENTON ROAD AS RECORDED IN VOLUME 1414 PAGE 107 DEED RECORDS, AT 1320.00 FEET IN ALL TO A ½" PIPE FOUND AT THE SOUTHEAST CORNER OF LOT 10, FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND;

THENCE NORTH 81°28'07" WEST, WITH THE SOUTH LINE OF SAID LOT 10, A DISTANCE OF 1320.00 FEET TO A ½" IRON ROD SET AT THE SOUTHWEST CORNER OF SAID LOT 10 FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE NORTH 08°31'53" EAST, WITH THE WEST LINE OF SAID LOTS 10, 12, 14, AND 16, AT 1290.00 FEET PASS A ½" ROD SET AT THE SOUTH RIGHT OF WAY LINE OF SAID TRENTON ROAD, AT 1320.00 FEET IN ALL TO A NAIL SET THE NORTHWEST CORNER OF LOT 16 FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE SOUTH 81°28'07" EAST, WITH THE NORTH LINE OF SAID LOT 16 A DISTANCE OF 1320.00 FEET TO THE POINT OF BEGINNING, CONTAINING 40.00 ACRE 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 UNIT 3 SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON,_____, _____.

_____ _____
HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No. 2 ON THIS, THE_____DAY OF_____, 20____.

NO IMPROVEMENTS OF ANY KIND(INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT #2 RIGHT-OF-WAYS OR EASEMENTS.

_____ ATTEST_____
PRESIDENT SECRETARY

STATE OF TEXAS
COUNTY OF HIDALGO

UNDER LOCAL GOVERNMENT CODE 232.028(a)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE CONCHO HEIGHTS UNIT 3 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 UNIT 3 SUBDIVISION

A 40.00 ACRE TRACT OF LAND, BEING ALL OF LOTS 10, 12, 14 AND 16, FIFE'S RESUBDIVISION OF LOTS TWO (2), THREE (3), SIX (6) AND SEVEN (7), BLOCK 51, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 4, PAGE 45, MAP RECORDS IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS

PREPARED BY: K K ENGINEERING CONSULTANT
DATE: SEPTEMBER, 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 THIS CONCHO HEIGHTS UNIT 3 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, LLC
A TEXAS LIMITED LIABILITY COMPANY
ITS: GENERAL PARTNER
BY: KYNDEL W. BENNETT, PRESIDENT
P.O. BOX 365
LA BLANCA, TX 78558

STATE OF TEXAS COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED KYNDEL W. BENNETT KNOWN TO ME TO BE THE PERSON (S) WHOSE NAME (S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE (THEY) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE_____DAY OF_____20____.

_____
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
MY COMMISSION EXPIRES_____

## MAYOR'S CERTIFICATION

I, THE UNDERSIGNED, MAYOR OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY HEREIN MY APPROVAL IS REQUIRED.

ATTEST:
_____ _____ _____ _____ _____
MAYOR'S SIGNATURE DATE CITY SECRETARY DATE

## PLANNING & ZONING COMMISSION CERTIFICATION

I, THE UNDERSIGNED, CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT KNOWN AS CONCHO HEIGHTS UNIT 3 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 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

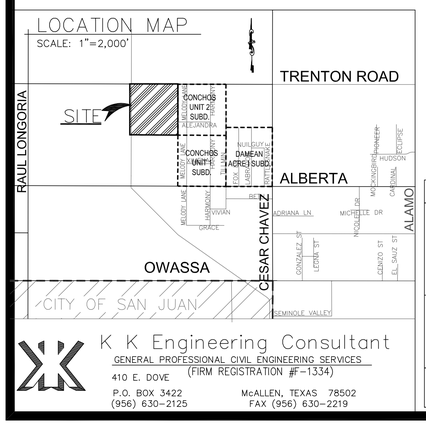
STATE OF TEXAS
COUNTY OF HIDALGO

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




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

## LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL

JURISDICTION OF A MUNICIPALITY:
CONCHO HEIGHTS UNIT 3 IS LOCATED APPROXIMATE ½ MILE WEST OF CESAR CHAVEZ RD. ON THE SOUTH SIDE OF TRENTON ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG, ACCORDING TO THE OFFICIAL MAP IN THE OFFICES OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 77,100 – 2010 CENCUS) AND HIDALGO COUNTY PLANNING DEPARTMENT. THIS SUBDIVISION LIES IN A 3 MILE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF EDINBURG. LOCAL GOVERNMENT CODE 212.001 PRECINCT. No. 4.

| INDEX TO SHEETS OF CONCHO HEIGHTS UNIT 3 SUBDIVISION | |
|---|---|
| SHEET 1 | HEADING; INDEX; LOCATION MAP; AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOT, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR' S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; CITY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY JUDGE CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.D.D. NO. 1 CERTIFICATION; H.C.IRRIGATION DISTRICT#2, AND HCHD. REVISION NOTES. |
| SHEET 2 | WATER DISTRIBUTION AND SANITARY SEWER MAP; TYPICAL WATER SERVICE CONNECTION; REVISION NOTES; ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION. WATER DISTRIBUTION AND OSSF MAP; TYPICAL WATER SERVICE CONNECTION |
| SHEET 3 | DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION; REVISION NOTES; & CONSTRUCTION DETAILS. |

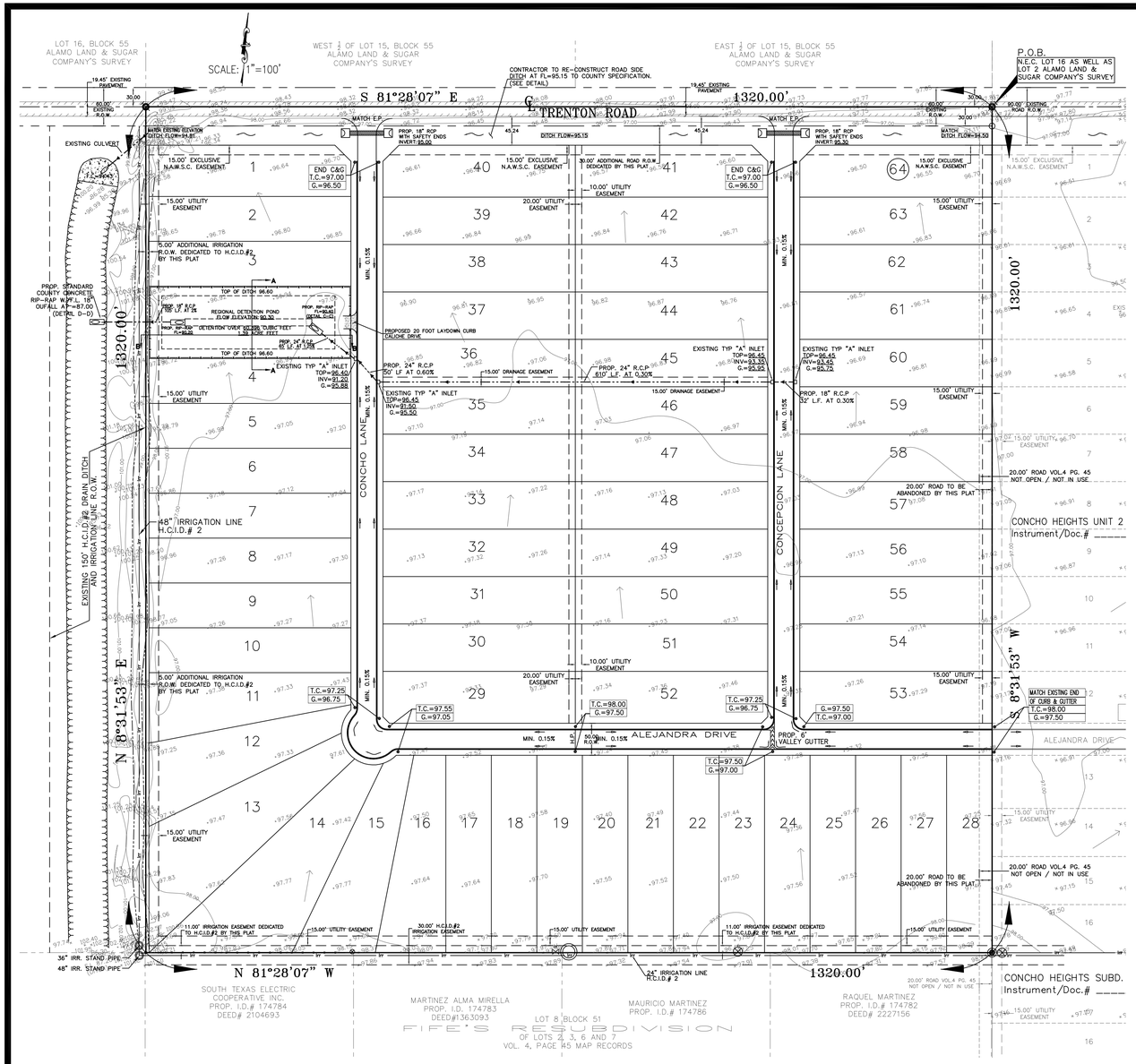
| LEGEND | |
|---|---|
| ◉ | 1/2" PIPE FOUND |
| ⊘ | NAIL SET |
| ● | 1/2" I.R. SET |
| ○ | 1/2" IRON ROD FOUND |

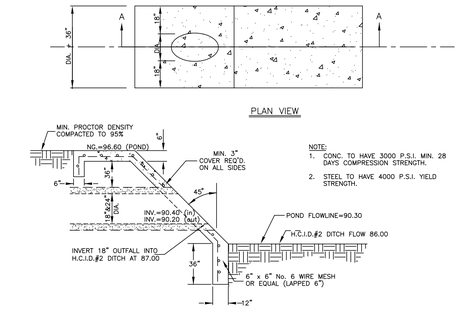
| CURVE TABLE | | | | |
|---|---|---|---|---|
| CURVE | LENGTH | RADIUS | DELTA | CHORD |
| C1 | 40.18' | 50.00 | 46°02'28" | 39.11' |
| C2 | 46.88' | 50.00 | 53°43'16" | 45.18' |
| C3 | 46.88' | 50.00 | 53°43'16" | 45.18' |
| C4 | 24.14' | 50.00 | 27°39'46" | 23.91' |

PRINCIPAL CONTACTS:

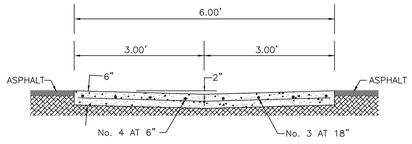
| | Name | Address | City & Zip | Phone | Fax |
|---|---|---|---|---|---|
| OWNER: | KYNDEL W. BENNETT, BENNETT-FLORES INVESTMENTS, LLC. | P.O. BOX 365 | LA BLANCA 78558 | (956) 464-4431 | (956) 464-2597 |
| ENGINEER: | KAMBIZ S. KHADEMI P.E. | 410 E. DOVE AVE. | McALLEN 78504 | (956) 630-2125 | (956) 630-2219 |
| SURVEYOR: | JOSE MARIO GONZALEZ R.P.L.S. | 24593 FM88 | MONTE ALTO 78538 | (956) 380-5154 | (956) 380-5156 |

| REVISION | DATE | BY |
|---|---|---|
| | | |
| | | |
| | | |
| | | |




## CONCHO HEIGHTS UNIT 3 MINI DETENTION POND RIP-RAP AS WELL AS STANDARD DITCH RIP-RAP DETAIL




## CONC. VALLEY GUTTER

N.T.S.

THE REFERENCED SUBDIVISION IS A 40-AC.TRACT OF LAND LOCATED ON THE SOUTH SIDE OF TRENTON ROAD APPROXIMATELY 1/2 MILE WEST OF CESAR CHAVEZ ROAD. THIS AREA IS IN THE ETJ OF CITY OF EDINBURG.

THE PROPOSED USE IS MOSTLY FOR SINGLE-FAMILY RESIDENTIAL LOTS (64). THE NATURAL DRAINAGE IN THE GENERAL AREA IS TO THE NORTH INTO THE EXISTING ROADSIDE DITCH RUNNING WEST INTO AN EXISTING HIDALGO COUNTY 18" EXISTING DRAINAGE CULVERT OUT FALLING INTO THE EXISTING DRAINAGE DITCH (H.C.I.D. #2). THE EXISTING RUNOFF FROM THE SITE FOR A 10-YEAR STORM IS 16.88 CUBIC FEET PER SECOND. (SEE TABLES I, IA, AND II).

THE PROPOSED DEVELOPMENT (DUE TO LARGE LOTS & SMALL HOMES) WILL VERY SLIGHTLY INCREASE RUNOFF WITHOUT DETENTION TO 21.10 CUBIC FEET PER SECOND BASED ON A 10-YEAR STORM. BASED ON THE COUNTY'S POLICY THAT THERE BE NO ADDITIONAL RUNOFF FROM A 10-YEAR STORM, A 60,396 CUBIC FEET (1.39 ACRE-FEET) OF DETENTION IS REQUIRED. A DETENTION POND WILL BE PROVIDED, DEDICATED TO THE COUNTY & SHOWN ON THE PLAT.

ADDITIONAL DRAINAGE IMPROVEMENTS ARE PROVIDED VIA STREET/GUTTER POSITIVE FLOW WITH CURB INLETS AND 18"/24" R.C.P. AS WELL AS AN 18" R.C.P. RESTRICTED OUTFALL CONNECTING TO THE EXISTING HCID#2 DRAINAGE DITCH.

FLOOR ELEV. (SEE PLAT NOTE) WILL BE SET ABOVE THE 100 YR. FLOOD. THIS SUBD. IS IN ZONE "B" FEMA FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO.480334 0425 C REVISED NOV. 16, 1982.

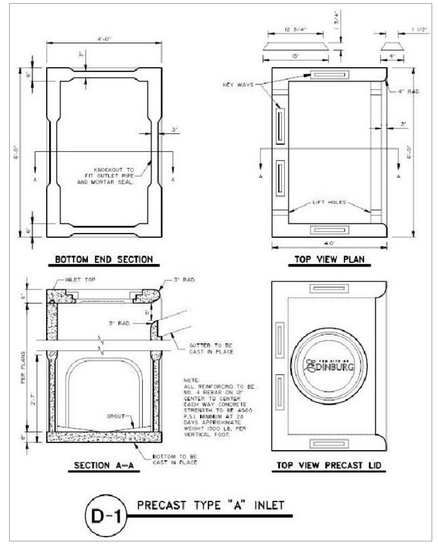
CERTIFICATION:

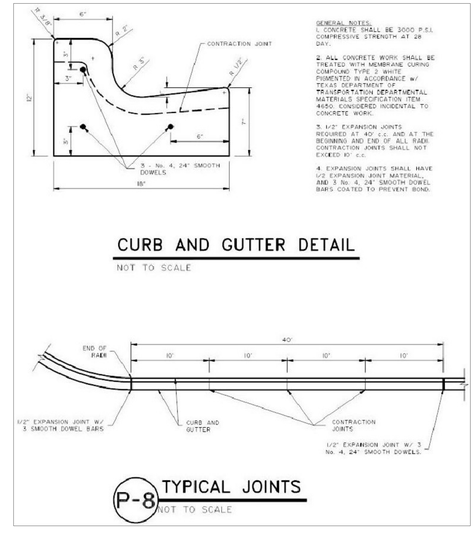
BY MY SIGNATURE BELOW, I CERTIFY THAT THIS SUBDIVISION IS LOCATED IN ZONE "B" (MIDIUAM SHADED) AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD. FEMA FLOOD INSURANCE RATE MAPS COMMUNITY PANEL NO. 480334 0425 C REVISED NOV. 16, 1982.

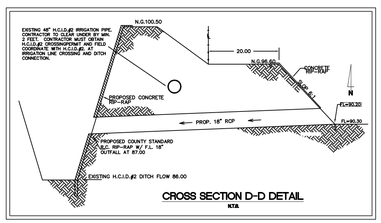
KAMBIZ S. KHADEMI
P.E. 5767

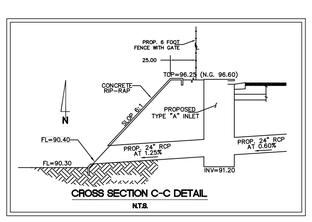
DATE

STATE OF TEXAS
KAMBIZ S. KHADEMI
57767
REGISTERED PROFESSIONAL ENGINEER



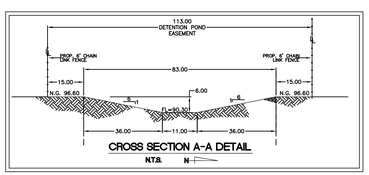



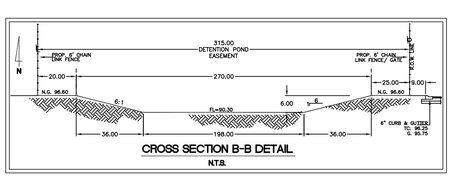



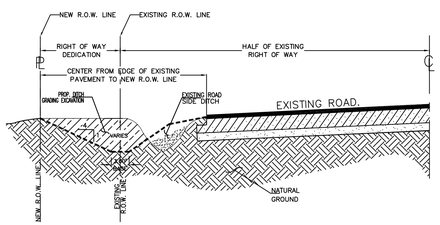

## LEGEND

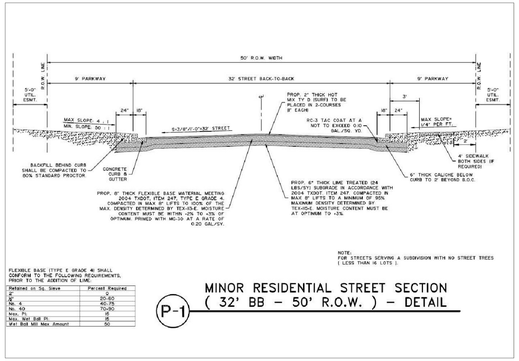
- ⊕ – LIGHT POLE
- ⌀ – POWER POLE
- ← – GUY WIRE
- ⊸ – TRAFFIC SIGN
- ◎ – IRR. STAND PIPE
- ⊗ – IRR. VALVE
- ⊢⊣ – CHAIN LINK FENCE

NOTE TO CONTRACTOR:
POSITIVE LOT GRADING MUST BE PROPERLY DONE BY CUT/FILL TO CREATE A POSITIVE SLOPE FROM BACK OF LOTS TO THE STREET SIDE OF THE LOT.
= EXISTING N.G. FLOW



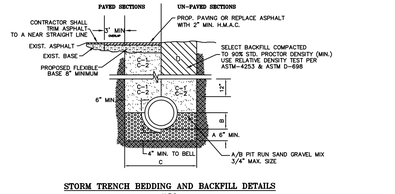




FLEXIBLE BASE (TYPE E GRADE 4) SHALL CONFORM TO THE FOLLOWING REQUIREMENTS, PRIOR TO THE ADDITION OF LIME:

| Retained on Sq. Sieve | Percent Required |
|---|---|
| 2" | 0 |
| No. 4 | 35-60 |
| No. 40 | 40-75 |
| No. 80 | 70-90 |
| Min. PI | 8 |
| Max. Wet Ball PI | 40 |
| Wet Ball Mill Max Amount | 50 |




A. SAND GRAVEL MIX BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW OF PIPE (MIN. THICKNESS = 6") - PIT RUN GRAVEL 3/4" MAX. SIZE.

B. SAND GRAVEL MIX AFTER PIPE IS LAID, FROM BOTTOM OF PIPE TO SPRING LINE OF PIPE. PIT RUN GRAVEL 3/4" MAX. SIZE

C. TRENCH WIDTHS SHALL BE BELL O.D. x 1.25 + 12".

C-1 (CITY STREETS, PARKING AREA, DRIVEWAYS, COUNTY ROAD & UNPAVED AREAS) SELECT EXCAVATED BACK FILL SHALL BE SOIL TYPE A1, A2, A3, (AASHTO M145) COMPACTED TO 90% SPD, 8" LIFTS, MECHANICAL COMPACTION.

C-2 (STATE MAINTAINED ROADWAYS) COMPACTED SAND/CEMENT STABILIZED BACK FILL WITH 7% PORTLAND CEMENT COMPACTED AS PER ASTM D-4253 AND ASTM D-698.

D. SELECTED EARTH BACKFILL COMPACTED TO 90% STANDARD PROCTOR DENSITY (12" LIFT, MECHANICAL COMPACTION). FOUNDATION PREPARATION (WELLPOINTS, GRAVEL OR CEMENT STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE AS DETERMINED BY THE ENGINEER. BACKFILL SHALL BE PLACED IN LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENT, AND COMPACTED TO 90% STANDARD PROCTOR DENSITY (USE RELATIVE DENSITY TEST PER ASTM D-4253 & ASTM D-698). THE THICKNESS OF EACH LOOSE LAYER SHALL NOT EXCEED 6". STRUCTURE BACKFILL MATERIAL SHALL BE SAND, APPROVED SITE SOIL, OR OTHER APPROVED SUBSTITUTE.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KHAMBIZ S. KHADEMI, P.E. 57767 SEPTEMBER/2013
ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE LAW

K K Engineering Consultant
GENERAL PROFESSIONAL CIVIL ENGINEERING SERVICES
(FIRM REGISTRATION #F-1334)
(956) 630-2125
FAX (956) 630-2219
410 E. DOVE
P.O. BOX 3422
McALLEN, TEXAS 78502

| BY | DATE | REVISION |
|---|---|---|
| | | |

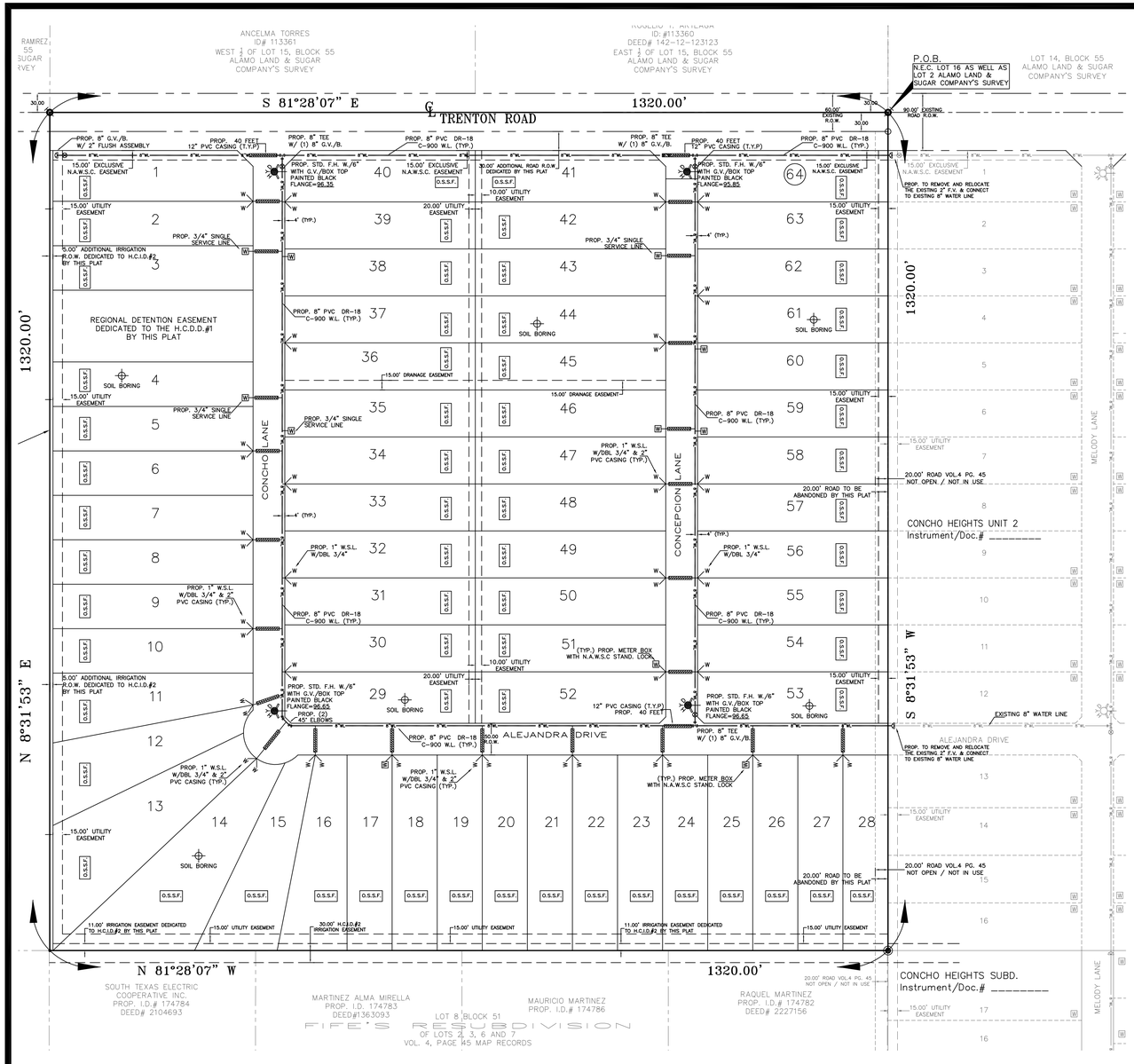
DRAWING DATE: SEPTEMBER/2013
RELEASE DATE:
DESIGNED BY: K.K.
DRAWN BY: F.D.
CHECKED BY: K.K.
UPDATED DWG. BY:
SCALE: 1"= 100'

CONCHO HEIGHTS UNIT 3
SUBDIVISION
HIDALGO COUNTY
ETJ EDINBURG

EXISTING, TOPO AND PROPOSED PAVING, STORM DRAINAGE AND DETENTION POND
CONCHO HEIGHTS, LLC

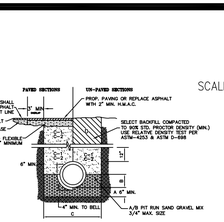
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File Name: PAVING & DRAINAGE




SCALE: 1"=100'

PAVED SECTIONS — CR-PAVED SECTIONS




**STORM TRENCH BEDDING AND BACKFILL DETAILS**
N.T.S.

A. SAND GRAVEL MIX BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW OF PIPE (MIN. THICKNESS = 6") – PIT RUN GRAVEL 3/4" MAX. SIZE.

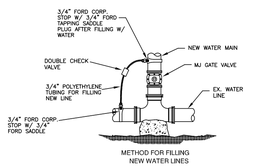
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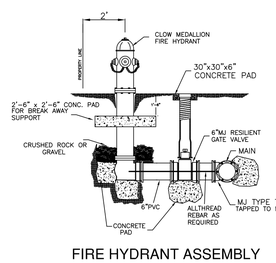
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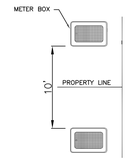
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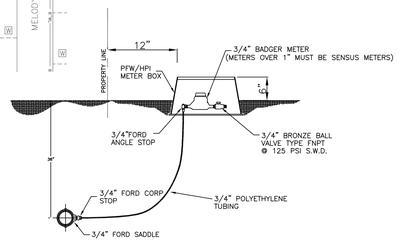



METHOD FOR FILLING NEW WATER LINES



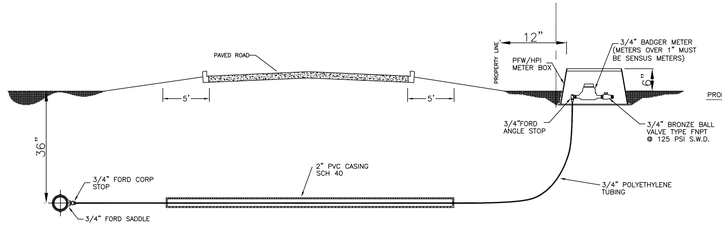

FIRE HYDRANT ASSEMBLY



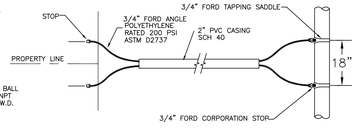




SHORT SERVICE CONNECTION

| CONSTRUCTION COST ESTIMATE: | |
|---|---|
| 1–WATER: | $_____ |
| 2–OSSF: | $76,800.00 |
| 3–PAVING: | $_____ |
| 4–DRAINAGES: | $_____ |
| TOTAL: | $_____ |

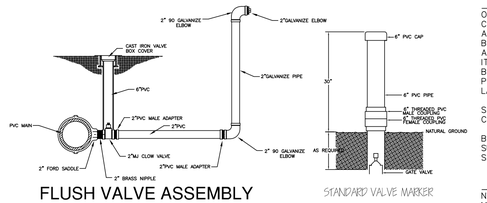



NOTE: PVC ENCASEMENT SHOULD EXTEND THE MINIMUM OF 5' OF EDGE OF PAVEMENT ON BOTH SIDES OF ROAD




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 UNIT 3 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 DUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION. N.A.W.S.C. HAS TWO EXISTING 8" WATER LINE ENDING WITH A 2" FLUSH VALVES ONE AT THE NORTH EAST CORNER ON TRENTON ROAD AND OTHER SOUTH EAST OF THE SUBDIVISION ON THE NORTH SIDE OF ALEJANDRA DRIVE. FROM THESE PREVIOUS MENTIONED 8" WATER LINES WE HAVE INSTALLED THREE (3) NEW 8" WATER LINES RUNNING WEST ALONG ALEJANDRA AND NORTH ALONG ANGELICA AND AMBROSIA LANES TO TRENTON ROAD AS WELL AS AN 8" WATER LINE ALONG TRENTON ROAD TO COMPLETE THE LOOP.

WATER DISTRIBUTION FOR THE CONCHO HEIGHTS UNIT 3 SUBDIVISION CONSISTS OF TWENTY NINE (29)–1" DIAMETER DUAL SERVICE LINES AND SIX (6) ¾" SINGLE SERVICE LINES. THE 8" WATERLINES, THE DUAL SERVICE LINES, THE METER BOXES & LOOKS 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 UNIT 3 SUBDIVISION WILL BE TREATED BY INDIVIDUAL ON–SITE SEWAGE FACILITIES (–OSSF–) CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENTS SEPTIC TANK AND A DRAIN FIELD ON EACH LOT. JOSE A. GONZALEZ SITE EVALUATOR REG.# 122758, HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR A REPLACEMENTS DRAIN FIELD.

EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOUL SURVEY BOOK INDICATED A SANDY LOAM SOIL FOR THE AREA. TOTAL OF 6 BORES WERE DONE (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMIT AREA). THE SOIL IS A UNIFORM SANDY LOAM CLASS III, EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUNDWATER OR A RESTRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE COST OF THE INSTALLATION OF THE SEPTIC SYSTEM ON AN INDIVIDUAL LOT WAS $1,200.00, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSF'S HAVE BEEN INSTALLED AND FINALIZED AT THIS TIME AT A TOTAL COST OF $76,800.00. THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF.

### ENGINEER CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COST TO INSTALL THE WATER DISTRIBUTION SYSTEM AND ONSITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES – THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $_____ WHICH EQUALS TO $_____ PER LOT.

SEWAGE FACILITIES – SEPTIC SYSTEM HAS BEEN INSTALLED AT A TOTAL COST OF $1,200.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $76,800.00 FOR THE ENTIRE SUBDIVISION.

_____ _____
KAMBIZ S. KHADEMI, PE DATE
P.E. # 57767

STATE OF TEXAS
KAMBIZ S. KHADEMI
57767
REGISTERED PROFESSIONAL ENGINEER

### PROVISIÓN DE AGUA: DESCRIPCIÓN, GASTOS Y FECHAS DE INICIO

CONCHO HEIGHTS UNIT 3 SUBDIVISION HA SIDO PROVEÍDA DE AGUA POTABLE POR NORTH ALAMO WATER SUPPLY CORP. (N.A.W.S.C). El DUENO Y N.A.W.S.C. HAN HECHO UN CONTRATO EN CUAL N.A.W.S.C. HA PROMETIDO PROPORCIONAR SUFICIENTE AGUA A LA SUBDIVISIÓN DURANTE AL MENOS 30 AÑOS Y N.A.W.S.C. HA PROPORCIONADO LA DOCUMENTACIÓN PARA ESTABLECER SUFICIENTEMENTE LA CANTIDAD Y LA CALIDAD DE LOS ABASTECIMIENTOS DE AGUA DISPONIBLES PARA SERVIR EL DESARROLLO LLENO DE ESTA SUBDIVISION. N.A.W.S.C. TIENE DOS LINEAS DE 8" A LADO SUR DE LA CALLE TRENTON ROAD LA CUAL TERMINA EN LA ESQUINA SUROESTE DE ESTA SUBDIVISION. LA OTRA LINEA DE 8" SE ENCUENTRA A LADO NORTE DE LA CALLE ALEJANDRA. DE ESTAS DOS LINEAS DE 8" PREVIAMENTE MENCIONADAS, SE INSTALARA TRES LINEAS NUEVAS DE 8" A LADO SUR DE LA TRENTON RAOD AL FRENTE DE ESTA SUBDIVISION Y A LADO NORTE DE LA CALLE ALEJANDRA. DOS LINEAS MAS SE INSTALARAN POR EL DERECHO DE PASO DE LAS CALLES ANGELICA Y AMBROSIA COMPLETANDO EN ENSAMBLE CON LA LINEA DE 8" A LO LARGO DE LA CALLE TRENTON ROAD..

DISTRIBUCIÓN DE AGUA PARA CONCHO HEIGHTS UNIT 3 SUBDIVISIÓN CONSISTE EN SEIS (6) LINEAS DE ¾" SERVICIO SENCILLO Y VEINTE NUEVE (29) LINEAS DE 1" DIÁMETRO DE SERVICIO DUALES CUALES TERMINAN EN LAS CAJA DEL MEDIDOR CON CANDADOS DE CADA SOLAR. LAS LINEAS DE SERVICIO DUALES Y SENCILLAS DE ¾" Y LAS CAJAS DEL MEDIDOR HAN SIDO INSTALADAS A UN COSTO TOTAL DE $_____. 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.# 12258 EH AUTOR DE ESTE DOCUMENTO HA EVALUADO EL ÁREA DONDE SE ENCUENTRA LA SUBDIVISIÓN Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA ESAS FOSAS SÉPTICAS (OSSF). EL REPORTE FUE APROBADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT) SEGÚN EL REPORTE.

CADA LOTE EN LA SUBDIVISIÓN MIDE MEDIO ACRE. SE HICIERON 6 EXCAVACIONES DE EVALUACIÓN DE SUELO EN LUGARES OPUESTOS EN LA SUBDIVISIÓN (EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA ÁREA ES SIGNIFICANTEMENTE UNIFORME). EL TERRENO ES UNIFORME (TERRENO ARCILLOSO Y SUELO FRANCO) Y SE EXTIENDE A 36 PULGADAS BAJO TODAS LAS EXCAVACIONES PROPUESTAS. NO EXISTE EVIDENCIA DE AGUA 24 PULGADAS MAS ARRIBA DE LO MAS BAJO DE LAS EXCAVACIONES PROPUESTAS. EL AGUA EN ESTA ÁREA FLUYE BIEN.

EL COSTO TOTAL PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR SON $1,200.00 DÓLARES, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS TODAS LAS FOSA SÉPTICAS HAN SIDO INSTALADAS EN EL PROCESO DE LA APROBACIÓN FINAL A UN COSTO TOTAL DE $76,800.00. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODOS LAS FOSAS SÉPTICAS Y AH APROBADO LA INSTALACIÓN DEL SISTEMA DE FOSAS SEPTICAS.

### CERTIFICACIÓN:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISIÓN RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCIÓN 16.343 DEL TEXAS WATER CODE (CÓDIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECÁNICO DE AGUA QUE COSTARA UN TOTAL DE $_____ O $_____ POR LOTE

DRENAJE: SE ESTIMA QUE LA FOSA SÉPTICA COSTARA $1,200.00 POR SISTEMA A UN COSTO TOTAL DE $76,800.00 TODA LA SUBDIVISIÓN.

_____ _____
KAMBIZ S. KHADEMI, PE DATE
P.E. # 57767

STATE OF TEXAS
KAMBIZ S. KHADEMI
57767
REGISTERED PROFESSIONAL ENGINEER

SUBDIVIDER CERTIFICATION:

1.–BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a)WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b)SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1.–I KYNDEL W. BENNETT SUBDIVIDER OF CONCHO HEIGHTS UNIT 3 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: 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 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 _____

K K Engineering Consultant
GENERAL PROFESSIONAL CIVIL ENGINEERING SERVICES
(FIRM REGISTRATION #F-1334)
(956) 630-2125
FAX (956) 630-2319
410 E. DOVE
P.O. BOX 3422
McALLEN, TEXAS 78502

| BY | DATE | REVISION |
|---|---|---|

DRAWING DATE: SEPTEMBER, 2013
RELEASE DATE:
DESIGNED BY: K.K.
DRAWN BY: F.D.
CHECKED BY: K.K.
UPDATED DWG. BY:
SCALE: 1"= 100'

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KHAMBIZ S. KHADEMI, P.E. 57767 SEPTEMBER/2013
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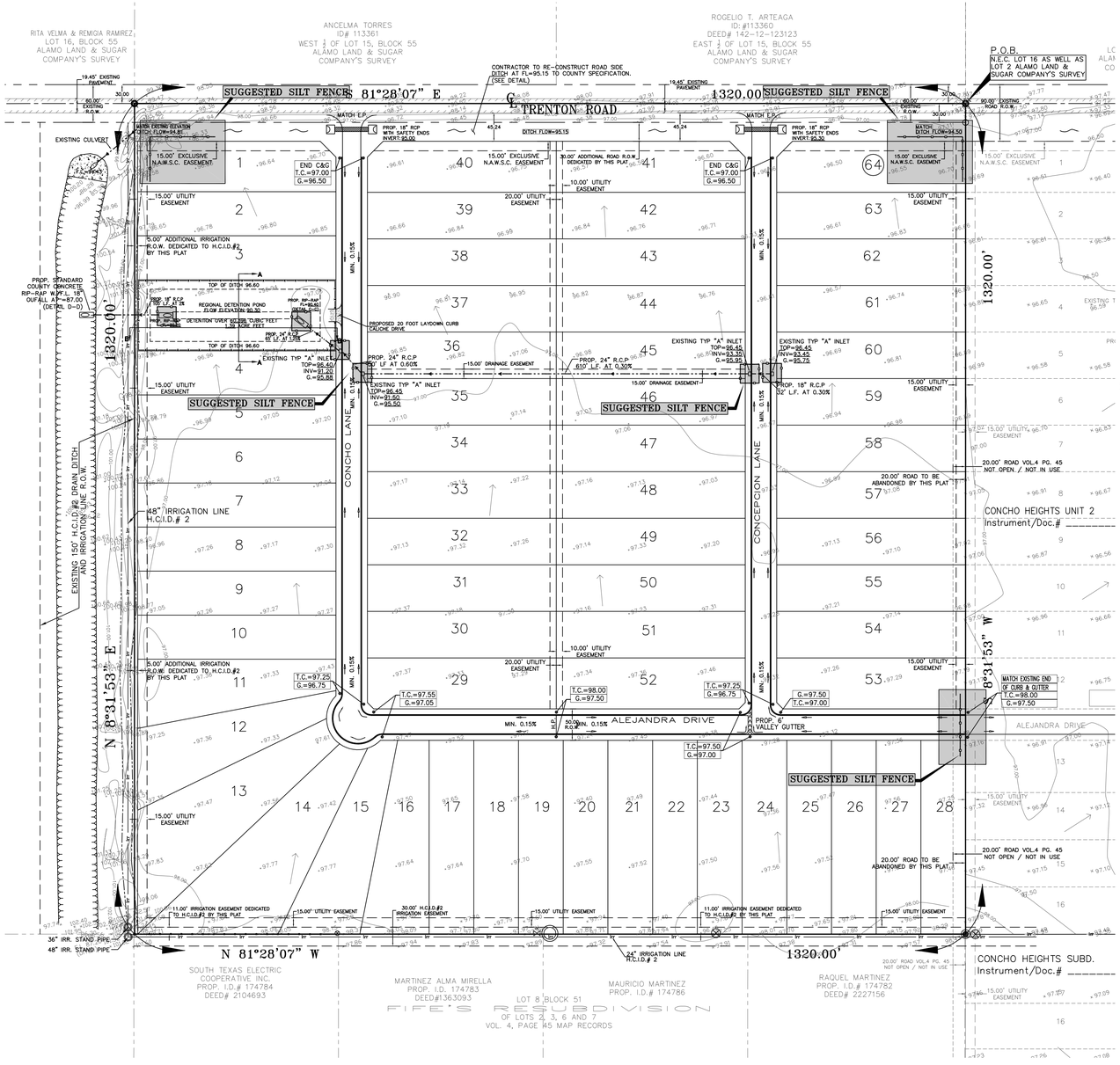
CONCHO HEIGHTS UNIT 3
SUBDIVISION
HIDALGO COUNTY
ETJ EDINBURG

EXISTING TOPO AND PROPOSED WATER IMPROVEMENTS (NAWSC) AND SEPTIC TANKS

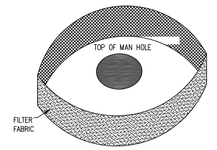
# CONCHO HEIGHTS, LLC

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File Name: SEPTIC & WATER



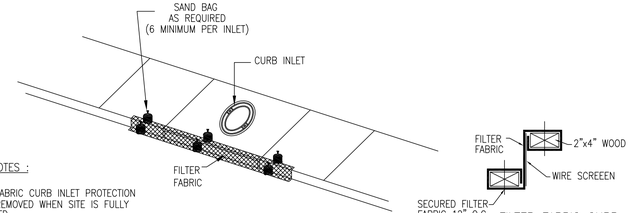

SCALE: 1"=100'




FILTER FABRIC GRATE INLET PROTECTION

## EROSION GENERAL NOTES:

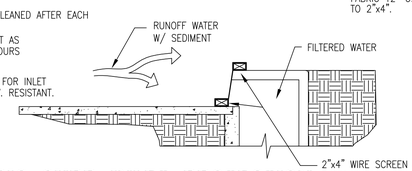
1. IT IS THE INTENT OF THE INFORMATION PROVIDED ON THIS SHEET TO BE USED AS THE GENERAL GUIDELINES OF THE STORM WATER OF COMPLIANCE WITH FEDERAL REGULATIONS. THE CONTRACTOR SHALL PREPARE THE STORM WATER POLLUTION PREVENTION PLAN AND BE SOLELY RESPONSIBLE FOR ITS IMPLENTATION. THE STORM WATER POLLUTION PREVENTION PLAN SHALL MEET THE REQUIREMENTS SET FORTH BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TPDES)GENERAL PERMIT NO. TXR15000 TO DISCHARGE WASTE FROM CONSTRUCTION SITES ISSUED AND EFFECTIVE MARCH 5, 2003.
2. THE STORM WATER POLLUTION PLAN SHOULD ADDRESS THREE GOALS: A) DIVERSION OF UPSLOPE WATER AROUND DISTURBED AREAS OF THE SITE; B) LIMITS THE EXPOSURE OF DISTURBED AREAS TO THE SHORTEST DURATION POSSIBLE; AND C) REMOVAL OF SEDIMENT FROM STORM WATER BEFORE IT LEAVES THE SITE.
3. THE CONTRACTOR SHALL MAKE THE STORM WATER POLLUTION PREVENTION PLAN AVAILABLE, UPON REQUEST, TO (EPA).
4. THE CONTRACTOR MUST AMEND PLANS WHENEVER THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE OF THE PLAN, OR WHEN THE EFFECTIVE PLAN PROVES INEFFECTIVE. MODIFICATIONS INCLUDING DESIGN AND ALL ADDITIONAL MATERIALS AND WORK SHALL BE ACCOMPLISHED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE BY THE OWNER.
5. STABILIZATION MEASURES ARE TO BE INSPECTED AT A MINIMUM OF ONCE EVERY 14 DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN 0.5 INCHES. REPAIRS AND INADEQUACIES REVEALED BY THE INSPECTION MUST BE IMPLEMENTED WITHIN 7 CALENDAR DAYS FOLLOWING THE INSPECTION.
6. AN INSPECTION REPORT THAT SUMMARIZES INSPECTION ACTIVITIES AND IMPLEMENTATION OF THE STORM WATER POLLUTION PREVENTION PLAN SHALL BE RETAINED AND MADE PART OF THE PLAN.
7. ALL CONTRACTORS AND SUBCONTRACTORS IDENTIFIED IN THE PLAN MUST CERTIFY AS TO AN UNDERSTANDING OF THE NPDES GENERAL PERMIT BEFORE CONDUCTING ANY ACTIVITY IDENTIFIED IN THE POLLUTION PREVENTION PLAN.
8. THE CONTRACTOR SHALL ADOPT APPROPRIATE CONSTRUCTION SITE MANAGEMENT PRACTICES TO PREVENT THE DISCHARGE OF OILS, GREASE, PAINTS, GASOLINE, AND OTHER POLLUTANTS TO STORM WATER. APPROPRIATE PRACTICES CAN INCLUDE: DESIGNATING AREAS FOR EQUIPMENT MAINTENANCE AND REPAIR; REGULAR COLLECTION OF WASTE; CONVENIENTLY LOCATED WASTE RECEPTACLES; AND DESIGNATING AND CONTROLLING EQUIPMENT WASHDOWN.
9. THE CONTRACTOR SHALL AMEND OR MODIFY THIS PLAN AS REQUIRED BY CONSTRUCTION MEANS, METHODS AND SEQUENCE. MODIFICATIONS SHALL NOT COMPROMISE THE INTENT OF REQUIREMENTS OF LAW AND THIS PLAN. MODIFICATIONS SHALL NOT BE BASIS FOR ADDITIONAL COST TO THE OWNER.
10. AREAS OF CONSTRUCTION ELSEWHERE ON THE JOB SITE SHALL CONFORM TO THE DETAILS SHOWN ON THE PLANS.
11. BORROW AREAS, IF EXCAVATED, SHALL BE PROTECTED AND STABILIZED UTILIZING THE PLAN DETAILS. ALL WORK SHALL CONFORM TO GOVERNMENTAL REQUIREMENTS AND BECOME PART OF THE STORM WATER POLLUTION PREVENTION PLAN (SWP3). THE WORK SHALL BE DONE BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER.
12. ALL NON-PAVED AREAS SHALL BE MULCHED AND SEEDED WITH EROSION PROTECTION IMMEDIATELY UPON COMPLETION OF FINAL GRADING. THIS INCLUDES ALL DITCHED AND EMBANKMENTS. THE CONTRACTOR SHALL MAINTAIN FINAL GRADING AND KEEP SEEDED AREAS WATERED UNTIL FULLY ESTABLISHED AND ACCEPTED BY THE OWNER.
13. THE CONTRACTOR SHALL CONSTRUCT A STABILIZED CONSTRUCTION EXIT AT ALL TRAFFIC EXIT POINTS PRIOR TO EXITING ONTO ANY PAVED ROADWAY.



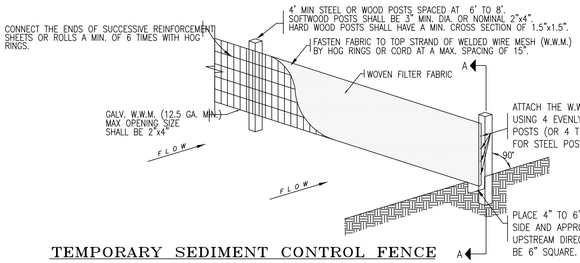

FILTER FABRIC CURB INLET PROTECTION

GENERAL NOTES :

1. FILTER FABRIC CURB INLET PROTECTION TO BE REMOVED WHEN SITE IS FULLY STABILIZED.
2. FILTER FABRIC TO BE CLEANED AFTER EACH RAIN EVENT.
3. 2x4 LUMBER TO BE CUT AS REQUIRED TO FIT CONTOURS OF GUTTER LINE.
4. ALL BAGS TO BE USED FOR INLET PROTECTION, TO BE U.V. RESISTANT.




FILTER FABRIC CURB INLET PROTECTION




TEMPORARY SEDIMENT CONTROL FENCE

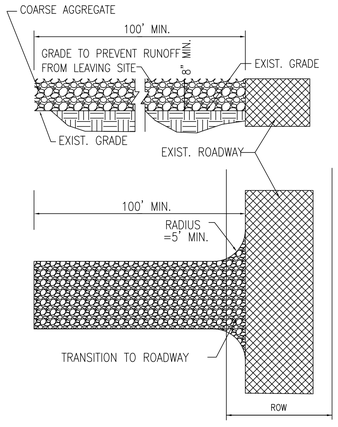
GENERAL NOTES :

1. STEEL POSTS WHICH SUPPORT TH SILT FENCE SHALL BE INSTALLED WITH A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POST MUST BE EMBEDDED A MINIMUM OF 18".
2. THE TOE OF THE SILT FENCE SHALL BE TRENCHED IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW. WHERE FENCE CANNOT BE TRENCHED IN WEIGHT FABRIC FLAP WITH WASHED GRAVEL ON UPHILL SIDE, AS NECESSARY, TO PREVENT FLOW UNDER FENCE.
3. THE TRENCH MUST BE A MINIMUM OF 6 INCHES DEEP AND 6 INCHES WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAND IN THE GROUND AND BACKFILLED.
4. SILT FENCE SHOULD BE SECURELY FASTENED TO EACH STEEL SUPPORT POST OF TO BACKING SUPPORT, WITH IS IN TURN ATTACHED TO THE STEEL FENCE POST FABRIC SHALL OVERLAP AT ABUTTING ENDS A MINIMUM OF 3 FEET AND SHALL BE JOINED SUCH THAT NO BYPASS OR LEAKAGE OCCURS.
5. INSPECTION SHALL BE MADE WEEKLY OR AFTER EACH RAINFALL, REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.
6. SILT FENCE SHALL BE REMOVED WHEN THE SITE IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.
7. ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 6 INCHES. THE SILT SHALL BE DISPOSED OF IN AN APPROVED SITE AND IN SUCH A MANNER AS TO NOT CONTRIBUTE TO ADDITIONAL SILTATION.

SEDIMENT CONTROL FENCE USAGE GUIDELINES

A SEDIMENT CONTROL FENCE MAY BE CONSTRUCTED NEAR THE DOWNSTREAM PERIMETER OF A DISTURBED AREA ALONG A CONTOUR TO INTERCEPT SEDIMENT FROM OVERLAND RUNOFF. A 2-YEAR STORM FREQUENCY MAY BE USED TO CALCULATE THE FLOW RATE TO BE FILTERED.

SEDIMENT CONTROL FENCE SHOULD BE SIZED TO FILTER A MAX. FLOW THROUGH RATE OF 100 GPM/FT. SEDIMENT CONTROL FENCE IS NOT RECOMMENEDED TO CONTROL EROSION FROM A DRAINAGE AREA LARGER THAN TWO ACRES.




STABILIZED CONSTRUCTION EXIT
(CONTRACTOR TO CHOOSE LOCATION)

NOTES:

1. STONE SHALL BE 3 TO 5 INCH DIA. CRUSHED ROCK OR ACCEPTABLE CRUSHED CEMENT CONCRETE.
2. WHEN NECESSARY, VEHICLES SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO A PUBLIC ROADWAY. WHEN WASHING IS REQUIRED, IT SHAL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE WITH DRAINAGE FLOWING AWAY FROM BOTH THE STREET AND THE STABILIZED ENTRANCE. ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH OR WATERCOURSE USING APPROVED METHODS.
3. THE ENTRANCE SHALL BE PROPERLY GRADED OR INCORPORATE DRAINAGE SWALE TO PREVENT RUNOFF FROM LEAVING THE CONSTRUCTION SITE.
4. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PAVED SURFACES. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PAVEMENT SURFACES, MUST BE REMOVED IMMEDIATELY.

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| BY | DATE | REVISION |
|---|---|---|
| | | |

DRAWING DATE: SEPTEMBER/2013
RELEASE DATE:
DESIGNED BY: K.K.
DRAWN BY: F.D.
CHECKED BY: K.K.
UPDATED DWG. BY:
SCALE: 1"= 100'

STATE OF TEXAS
KAMBIZ S. KHADEMI
57767
PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KHAMBIZ S. KHADEMI, P.E. 57767 SEPTEMBER/2013
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CONCHO HEIGHTS UNIT 3
SUBDIVISION
HIDALGO COUNTY
ETJ EDINBURG

SUGGESTED EROSION CONTROL PLAN FOR:
CONCHO HEIGHTS UNIT 3

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File Name: EROSION

SHEET 1 OF 1

# 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:** 12-03-2013

PROPOSED **IDEA QUEST** SUBDIVISION, PRECINCT No. **4** .

ENGINEER: **MELDEN & HUNT, INC.** DEVELOPER: **IDEA PUBLIC SCHOOL (Wyatt Truschett, Chief Officer)**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: ____ ☐ *SINGLE FAMILY ____ ☐ *MULTI-FAMILY ____ ☐ COMMERCIAL 1 ☒ INSTITUTIONAL

LOCATION DESCRIPTION: **Southwest corner of Rooth Rd. and Russell Rd.**

SUBDIVISION LIES WITHIN THE: ☒ *ETJ of* **McAllen** *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **10-22-13** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **Drainage will be accomplished by onsite detention swales.**

ROAD R.O.W. DEDICATION: **No dedication was necessary. Rooth Rd & Russell Rd comply with MPO Map Right of Way section.**

H.C.R.O.W. APPROVED DATE: **10-21-13** : By, **Joe Ochoa** PCT 4 R.O.W. AGENT

H.C.H.D APPROVAL DATE: **10-16-13** by: **Elizardo "Chardo" Ramos,** Environmental Health Division Manager

SEWER SYSTEM: ☒ SANITARY SEWER BY **CITY OF MCALLEN** **LINE SIZE: 8"** **LOCATION: 31ST STREET**

WATER SERVICE PROVIDER: **S.W.S.C.** LINE SIZE: **8"** LOCATION: **on Rooth Road**

H.C.O.E.C. APPROVED DATE: **10-23-13 .**: By **Martin Ramirez, Director of Office of Environmental Compliance**

☒ **SMALL CONSTRUCTION**

*The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.*

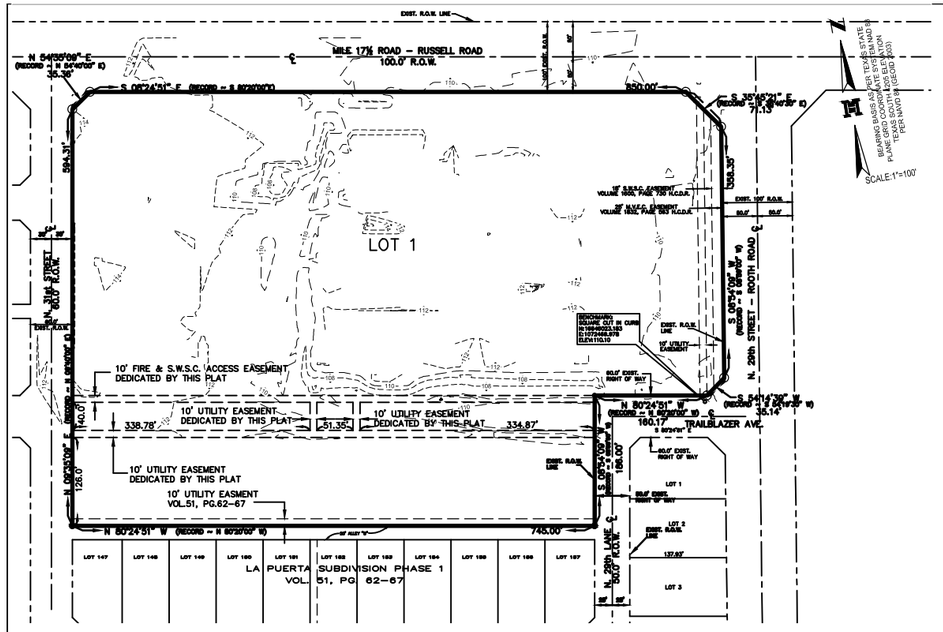
STAFF RECOMMENDS:

☒ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **McAllen .**

☐ **Final Approval** *subject to recommendations other departments*

☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*




LEGEND

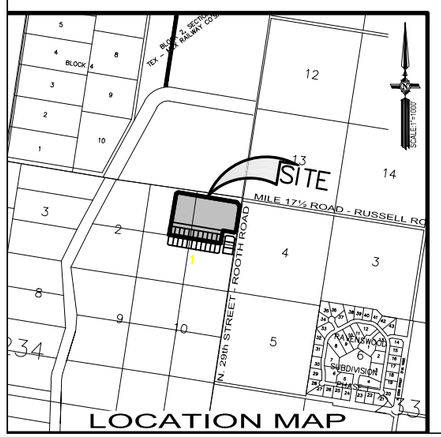
- ● FOUND No. 4 REBAR
- ○ SET No. 4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
- ◘ SQUARE CUT

# IDEA QUEST SUBDIVISION

## BEING A RESUBDIVISION OF 12.365 ACRES CONSISTING OF 9.181 ACRES BEING ALL OF LOT "A" 2.150 ACRES BEING ALL OF LOTS 158 THRU 168 AND 1.034 ACRES BEING THE PORTION OF TRAILBLAZER AVENUE ADJACENT SAID LOTS 158 THRU 168 LA PUERTA SUBDIVISION VOLUME 51, PAGES 62–67 H.C.M.R. HIDALGO COUNTY, TEXAS

**LOCATION OF SUBDIVISION WITH RESPECT TO EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:**

**IDEA QUEST SUBDIVISION IS LOCATED WITHIN HIDALGO COUNTY PRECINCT No. 4, IN THE NORTH SIDE OF HIDALGO COUNTY ON THE SOUTHWEST CORNER OF THE INTERSECTION OF RUSSEL RD. AND N. 29TH. STREET (ROOTH RD.), THE ONLY NEARBY MUNICIPALITY IS THE CITY OF MCALLEN, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF MCALLEN (POPULATION 133,742). IDEA QUEST SUBDIVISION LIES APPROXIMATELY 200 FEET FROM THE CITY LIMITS AND IS WITHIN THE CITY'S 5–MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE 42.021.**




**METES AND BOUNDS DESCRIPTION**

A TRACT OF LAND CONTAINING 12.365 ACRES SITUATED IN THE COUNTY OF HIDALGO, TEXAS, CONSISTING OF:

9.181 ACRES BEING ALL OF LOT "A", LA PUERTA SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 51, PAGES 62-67, HIDALGO COUNTY MAP RECORDS;

2.150 ACRES BEING ALL OF LOTS 158 THRU 168, LA PUERTA SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 51, PAGES 62-67, HIDALGO COUNTY MAP RECORDS;

1.034 ACRES BEING THAT PORTION OF TRAILBLAZER AVENUE ADJACENT TO THE NORTH LINES OF SAID OF LOTS 158 THRU 168, LA PUERTA SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 51, PAGES 62-67, HIDALGO COUNTY MAP RECORDS;

SAID 12.365 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A NO. 4 REBAR FOUND (NORTHING: 16645874.902, EASTING: 1072285.301), AT THE SOUTHEAST CORNER OF LOT 158, LA PUERTA SUBDIVISION FOR THE WESTERNMOST SOUTHEAST CORNER OF THIS TRACT;

1. THENCE, NORTH 80 DEGREES, 24 MINUTES, 51 SECONDS WEST (NORTH 80 DEGREES, 20 MINUTES, 00 SECONDS WEST RECORDED PLAT), ALONG THE SOUTH LINES OF SAID LOTS 158 THRU 168, LA PUERTA SUBDIVISION, A DISTANCE OF 745.00 FEET TO A NO. 4 REBAR FOUND (NORTHING: 16645998.961, EASTING: 1071550.714), AT THE SOUTHWEST CORNER OF LOT 168 FOR THE SOUTHWEST CORNER OF THIS TRACT;
2. THENCE, NORTH 09 DEGREES, 35 MINUTES, 09 SECONDS EAST (NORTH 9 DEGREES, 40 MINUTES, 00 SECONDS EAST RECORDED PLAT), ALONG THE WEST LINE OF SAID LOT 168 AND THE EAST RIGHT-OF-WAY LINE OF N. 31ST STREET, AT A DISTANCE OF 111.00 FEET PASS A NO. 4 REBAR FOUND FOR THE WESTERNMOST NORTHWEST CORNER OF SAID LOT 168, CONTINUING ACROSS THE RIGHT-OF-WAY OF TRAILBLAZER AVENUE, AT A DISTANCE OF 201.00 FEET PASS THE WESTERNMOST SOUTHWEST CORNER OF LOT "A", LA PUERTA SUBDIVISION, CONTINUING ALONG THE WEST LINE OF SAID LOT "A" AND THE EAST RIGHT-OF-WAY LINE OF N. 31ST STREET, FOR A TOTAL DISTANCE OF 594.31 FEET A NO. 4 REBAR SET AT THE WESTERNMOST NORTHWEST CORNER OF SAID LOT "A", FOR THE WESTERNMOST NORTHWEST CORNER OF THIS TRACT;
3. THENCE, NORTH 54 DEGREES, 35 MINUTES, 09 SECONDS EAST (NORTH 54 DEGREES, 40 MINUTES, 00 SECONDS EAST RECORDED PLAT), ALONG THE NORTHWEST LINE OF SAID LOT "A", LA PUERTA SUBDIVISION AND A RIGHT-OF-WAY CLIP LINE, A DISTANCE OF 35.36 FEET TO A NO. 4 REBAR SET (NORTHING: 16646605.465, EASTING: 1071678.487), AT THE EASTERNMOST NORTHWEST CORNER OF SAID LOT "A", FOR THE EASTERNMOST NORTHWEST CORNER OF THIS TRACT;
4. THENCE, SOUTH 80 DEGREES, 24 MINUTES, 51 SECONDS EAST (SOUTH 80 DEGREES, 20 MINUTES, 00 SECONDS EAST RECORDED PLAT), ALONG THE NORTH LINE OF SAID LOT "A", LA PUERTA SUBDIVISION AND THE SOUTH RIGHT-OF-WAY LINE OF MILE 17 ½ - RUSSELL ROAD, A DISTANCE OF 850.00 FEET TO A NO. 4 REBAR SET (NORTHING: 16646453.920, EASTING: 1072516.619), AT THE WESTERNMOST NORTHEAST CORNER OF SAID LOT "A", FOR THE WESTERNMOST NORTHEAST CORNER OF THIS TRACT;
5. THENCE, SOUTH 35 DEGREES, 45 MINUTES, 21 SECONDS EAST (SOUTH 35 DEGREES, 40 MINUTES, 30 SECONDS EAST RECORDED PLAT), ALONG THE NORTHEAST LINE OF SAID LOT "A", LA PUERTA SUBDIVISION AND A RIGHT-OF-WAY CLIP LINE, A DISTANCE OF 71.13 FEET TO AN X MARK MADE IN CONCRETE AT THE EASTERNMOST NORTHEAST CORNER OF SAID LOT "A", FOR THE EASTERNMOST NORTHEAST CORNER OF THIS TRACT;
6. THENCE, SOUTH 08 DEGREES, 54 MINUTES, 09 SECONDS WEST (SOUTH 8 DEGREES, 59 MINUTES, 00 SECONDS WEST RECORDED PLAT), ALONG THE EAST LINE OF SAID LOT "A", LA PUERTA SUBDIVISION AND THE WEST RIGHT-OF-WAY LINE OF N. 29TH STREET - ROOTH ROAD, A DISTANCE OF 358.35 FEET A NO. 4 REBAR SET AT THE EASTERNMOST SOUTHEAST CORNER OF SAID LOT "A", FOR THE EASTERNMOST SOUTHEAST CORNER OF THIS TRACT;
7. THENCE, SOUTH 54 DEGREES, 14 MINUTES, 39 SECONDS WEST (SOUTH 54 DEGREES, 19 MINUTES, 30 SECONDS WEST RECORDED PLAT), ALONG THE SOUTHEAST LINE OF SAID LOT "A", LA PUERTA SUBDIVISION AND A RIGHT-OF-WAY CLIP LINE, A DISTANCE OF 35.14 FEET TO A NO. 4 REBAR SET AT THE WESTERNMOST SOUTHEAST CORNER OF SAID LOT "A", FOR AN OUTSIDE CORNER OF THIS TRACT;
8. THENCE, NORTH 80 DEGREES, 24 MINUTES, 51 SECONDS WEST (NORTH 80 DEGREES, 20 MINUTES, 00 SECONDS WEST RECORDED PLAT), ALONG THE SOUTH LINE OF SAID LOT "A", LA PUERTA SUBDIVISION AND THE NORTH RIGHT-OF-WAY LINE OF TRAILBLAZER AVENUE, A DISTANCE OF 160.17 FEET A NO. 4 REBAR SET FOR AN INSIDE CORNER OF THIS TRACT;
9. THENCE, SOUTH 09 DEGREES, 35 MINUTES, 09 SECONDS WEST (SOUTH 9 DEGREES, 40 MINUTES 00 SECONDS WEST RECORDED PLAT), ACROSS THE RIGHT-OF-WAY OF TRAILBLAZER AVENUE, AT A DISTANCE OF 75.00 FEET PASS A NO. 4 REBAR FOUND FOR THE EASTERNMOST NORTHEAST CORNER OF LOT 158, LA PUERTA SUBDIVISION, CONTINUING ALONG THE EAST LINE OF SAID LOT 158 AND THE WEST RIGHT-OF-WAY LINE OF N. 29TH LANE, FOR A TOTAL DISTANCE OF 186.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 12.365 ACRES OF LAND, MORE OR LESS.

**GENERAL PLAT NOTES & RESTRICTIONS:**

1. SETBACKS:
   FRONT (N. 29TH ST.): 50 FEET OR EASEMENT, WHICHEVER IS GREATER
   (N. 31ST ST.): 30 FEET OR EASEMENT, WHICHEVER IS GREATER
   CORNER (RUSSEL RD.): 50 FEET OR EASEMENT, WHICHEVER IS GREATER
   (TRAILBLAZER AVE.): 30 FEET OR EASEMENT, WHICHEVER IS GREATER
   (N. 29TH LANE.): 25 FEET OR EASEMENT, WHICHEVER IS GREATER
2. FLOOD ZONE STATEMENT:
   IN ZONE "X" (UNSHADED)
   ZONE "X" IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE 500 YEAR FLOOD PLAIN.
   COMMUNITY–PANEL NUMBER: 480334 0325 D
   MAP REVISED: JUNE 6, 2000
   REVISED TO REFLECT LOMR: MAY 17, 2001
3. DRAINAGE:
   IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 REQUIREMENTS, THIS DEVELOPER WILL BE REQUIRED TO DETAIN A TOTAL OF 51,662 CUBIC FEET (1.186 ACRE–FEET) OF STORM WATER RUNOFF.
4. MINIMUM FINISH FLOOR NOTE:
   MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB MEASURED AT THE FRONT CENTER OF EACH LOT.
5. 4 FEET WIDE SIDEWALKS REQUIRED ON N. 29TH STREET, RUSSELL ROAD, N. 31ST STREET, TRAILBLAZER AVE., AND N. 29TH LANE.
6. 6 FEET OPAQUE BUFFER REQUIRED FROM ADJACENT/BETWEEN MULTI–FAMILY RESIDENTIAL AND COMMERCIAL, OR INDUSTRIAL ZONES/USES.
7. ALL LOT CORNERS SET HALF INCH (½) IRON RODS OR AS NOTED.
8. AN ENGINEERED DETENTION PLAN APPROVED BY ENGINEERING DEPT. IS REQUIRED PRIOR TO ISSUANCE OF BUILDING PERMITS.
9. BENCHMARK NOTE:
   THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
   SQUARE CUT ON CURB AT THE NORTHWEST CORNER OF TRAILBLAZER AVE. & N. 29TH ST. (ROOTH RD.)
   ELEV. 110.10 N= 16646023.183 E= 1072469.978 NAD 83 TEXAS SOUTH 4205.
10. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES,BUILDINGS, SHEDS, SHRUBS, TREES AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
11. ALL NEW CONSTRUCTION SHALL COMPLY WITH COUNTY OF HIDALGO STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS.
12. 8 FEET MASONRY WALL REQUIRED BETWEEN SINGLE FAMILY RESIDENTIAL AND COMMERCIAL, INDUSTRIAL, OR MULTI–FAMILY RESIDENTIAL ZONES/USES.
13. TRAILBLAZER AVENUE EXISTING RIGHT OF WAY PORTION ABANDONED BY RECORDED DOCUMENT #:_____
14. EXISTING 10' ELECTRICAL EASEMENTS LOCATED BETWEEN FORMER LOTS 159 & 160, AND 164 & 165 ABANDONED BY RECORDED DOCUMENT #:_____
15. EXISTING 10' DRAINAGE EASEMENT LOCATED BETWEEN FORMER LOTS 163 AND 164 ABANDONED BY RECORDED DOCUMENT #:_____

**HIDALGO COUNTY**
**CERTIFICATE OF PLAT APPROVAL**
**UNDER LOCAL GOVERNMENT CODE § 232.028 (A)**

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF IDEA QUEST SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____DAY OF_____20___.

_____
HIDALGO COUNTY JUDGE

ATTEST:_____
HIDALGO COUNTY CLERK

I THE UNDERSIGNED, CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF McALLEN HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

_____
CHAIRPERSON, PLANNING COMMISSION DATE

I THE UNDERSIGNED, MAYOR OF THE CITY OF McALLEN, 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 McALLEN DATE

HIDALGO COUNTY IRRIGATION DISTRICT No. ONE WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION. ALSO THERE WILL NOT BE ANY PERMANENT STRUCTURES ON THE DISTRICT RIGHTS–OF–WAY AND/OR EASEMENTS.

_____
PRESIDENT DATE

_____
SECRETARY DATE

**HIDALGO COUNTY**
**CERTIFICATION OF PLAT APPROVAL**
**UNDER LOCAL GOVERNMENT CODE 232.0281 (a)**

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF IDEA QUEST SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON THE_____DAY OF _____ 20___

_____
HIDALGO COUNTY JUDGE DATE

_____
HIDALGO COUNTY CLERK DATE

**STATE OF TEXAS**
**COUNTY OF HIDALGO:**

**OWNER'S DEDICATION, CERTIFICATION AND ATTESTATION**

I, WYATT TRUSCHEIT AS CHIEF FINANCIAL OFFICER OF THE 12.365–ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED IDEA QUEST 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.

_____
WYATT TRUSCHEIT DATE
CHIEF FINANCIAL OFFICER
IDEA PUBLIC SCHOOLS
505 ANGELITA DR., SUITE 9
WESLACO, TX 78596

**STATE OF TEXAS**
**COUNTY OF HIDALGO**

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSED AND CONSIDERATIONS THEREIN GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 20_____ .

_____
NOTARY PUBLIC, HIDALGO COUNTY, TEXAS
MY COMMISSION EXPIRES:

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: _____

_____

THE COUNTY OF HIDALGO, TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM

DOCUMENT NUMBER _____

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

**RIGHT–OF–WAY DEPARTMENT APPROVAL**

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF IDEA QUEST SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT–OF–WAY DEPARTMENT.

ON _____, 20___

_____
HIDALGO COUNTY RIGHT–OF–WAY DIRECTOR DATE

**STATE OF TEXAS:**
**COUNTY OF HIDALGO:**

I, THE UNDERSIGNED, HOLDER (OR DULY AUTHORIZED OFFICER OF THE HOLDER) OF A SECURITY INTEREST IN THE ABOVE DESCRIBED PROPERTY, BEING THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS "IDEA QUEST SUBDIVISION" OF THE CITY OF McALLEN, TEXAS, DO HEREBY CONSENT TO THE SUBDIVISION OF THE PROPERTY AS PROVIDED FOR UNDER THE PLAT, AND DO HEREBY PROVIDE THAT ANY FORECLOSURE RELATING TO THE SECURITY INTEREST ON THE ABOVE DESCRIBED PROPERTY SHALL BE SUBJECT TO THE PLATTING OF THE PROPERTY AS PROVIDED FOR HEREIN.

_____
WELLS FARGO BANK

**STATE OF TEXAS:**
**COUNTY OF HIDALGO:**

BEFORE ME THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JASON LEAL, KNOWN TO BE 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 FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES:

**STATE OF TEXAS**
**COUNTY OF HIDALGO:**

I, THE UNDERSIGNED, KELLEY A. HELLER–VELA, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

_____
KELLEY A. HELLER–VELA, P.E. # 97421
DATE PREPARED: 05–21–2012
ENGINEERING JOB No. 11044.00

STATE OF TEXAS
KELLEY A. HELLER–VELA
97421
LICENSED
PROFESSIONAL ENGINEER

**STATE OF TEXAS**
**COUNTY OF HIDALGO:**

I, THE UNDERSIGNED, FRED L. KURTH, A REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE HEREIN PRESENTED PLAT AND DESCRIPTION OF IDEA QUEST , WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON MAY 25, 2012, AND THAT IT IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREIN DESCRIBED.

_____
FRED L. KURTH, R.P.L.S. # 4750
DATE SURVEYED: 05–25–2012
T–934, PAGES 6–34, 37, 42–49
SURVEY JOB No. 11044.08

STATE OF TEXAS
REGISTERED
FRED L. KURTH
4750
PROFESSIONAL LAND SURVEYOR


MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE ENTERPRISE, INC. 227 N. F.M. 3167
EDINBURG, TX 78541 RIO GRANDE CITY, TX 78582
PH: (956) 381–0981 PH: (956) 487–5536
FAX: (956) 381–1839 FAX: (956) 488–5591
ESTABLISHED 1947 www.meldenandhunt.com
FIRM #1435


| | | |
|---|---|---|
| DRAWN BY: MC | DATE: | |
| IRRIGATION, CHECKED | DATE: | |
| SURVEYED, CHECKED | DATE: | |
| FINAL CHECK | DATE: | |

**PRINCIPAL CONTACTS:**

| NAME | ADDRESS | CITY & ZIP | PHONE | FAX |
|---|---|---|---|---|
| OWNER:IDEA PUBLIC SCHOOLS | 505 ANGELITA DR., SUITE 9 | WESLACO, TX 78596 | 956–377–8000 | 956–447–3796 |
| ENGINEER: KELLEY HELLER–VELA | 115 WEST McINTYRE | EDINBURG, TX 78541 | 956–381–0981 | 956–381–1839 |
| SURVEYOR: FRED L. HURTH | 115 WEST McINTYRE | EDINBURG, TX 78541 | 956–381–0981 | 956–381–1839 |

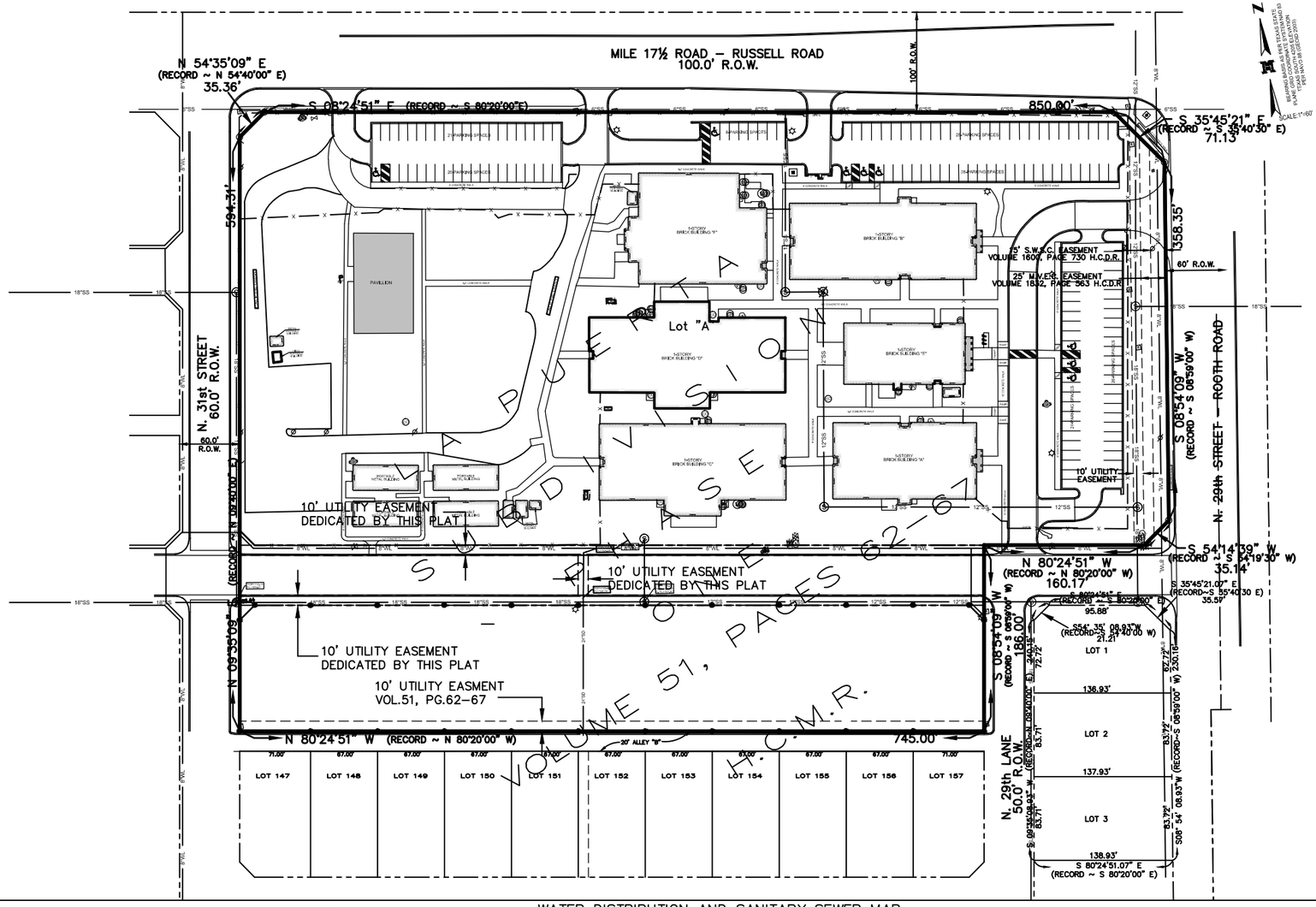
**SHEET 1**

**SHEET INDEX:**

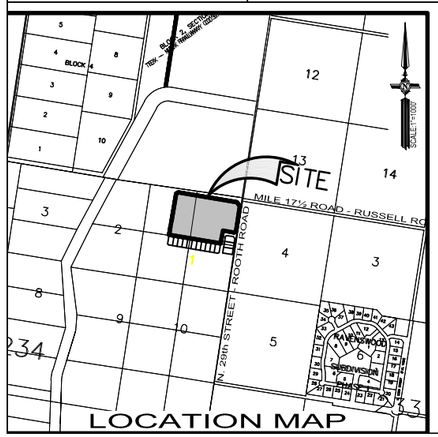

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SHEET 2: WATER DISTRIBUTION AND SANITARY SEWER MAP

SHEET 3: MAP OF TOPOGRAPHY AND DRAINAGE




WATER DISTRIBUTION AND SANITARY SEWER MAP




MELDEN & HUNT INC
CONSULTANTS ENGINEERS SURVEYORS
115 W. McINTYRE EDINBURG, TX 78541
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ESTABLISHED 1947
227 N. F.M. 3167 RIO GRANDE CITY, TX 78582
PH: (956) 487-5256
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www.meldenandhunt.com
FIRM #1435

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

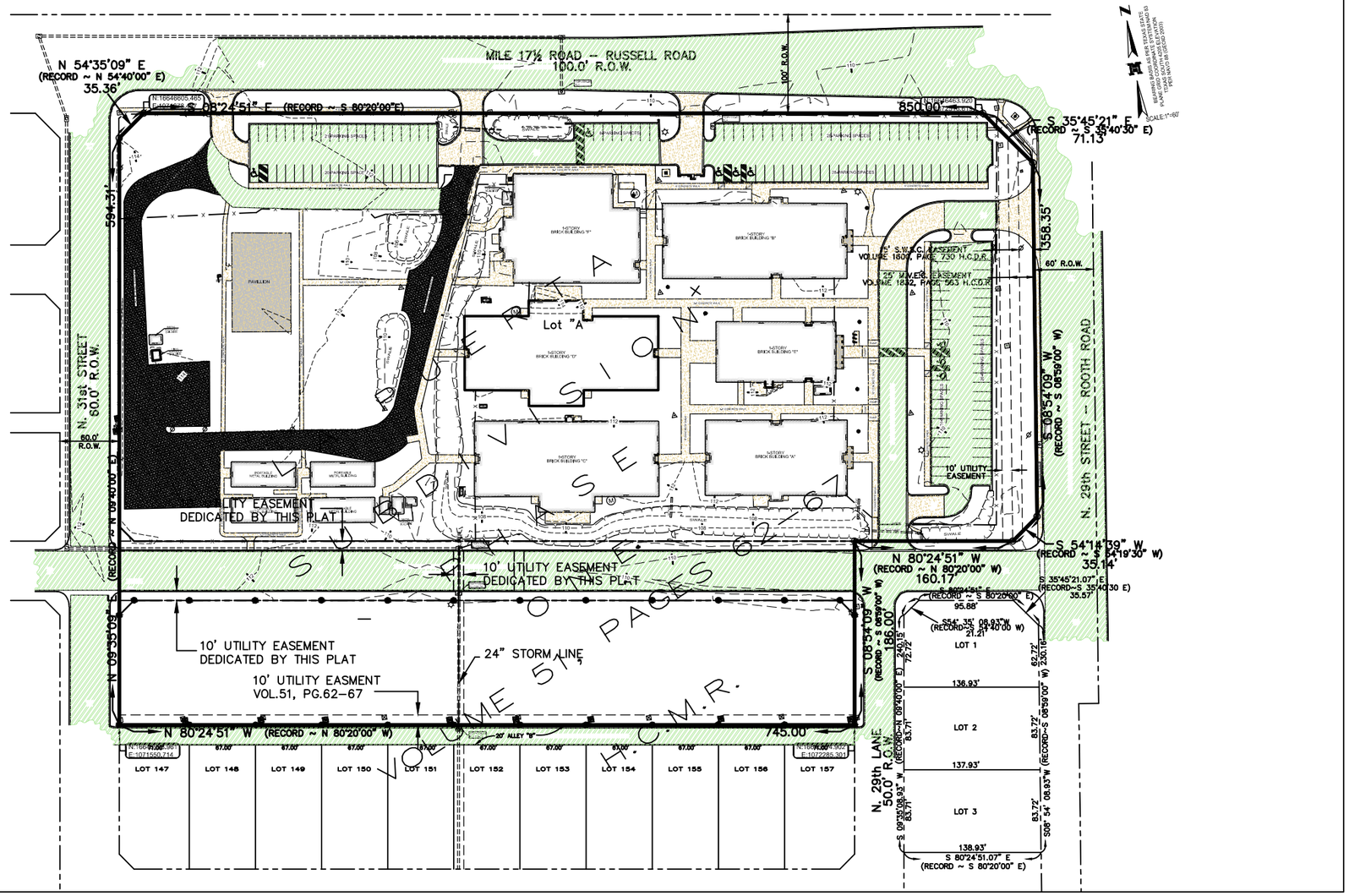
ON: _____ AT _____ AM/PM

DOCUMENT NUMBER _____

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BY: _____ DEPUTY

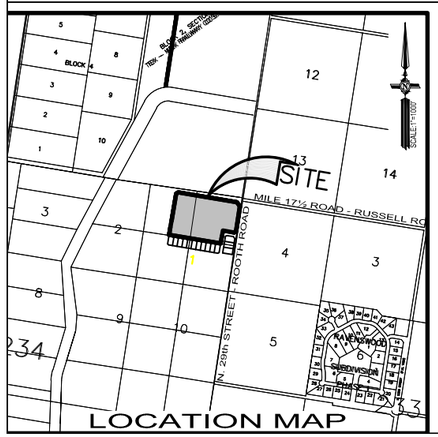
| SHEET 2 |
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| SHEET 2: WATER DISTRIBUTION AND SANITARY SEWER MAP |
| SHEET 3: MAP OF TOPOGRAPHY AND DRAINAGE |




LEGEND

- FOUND No.4 REBAR
- SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
- STORM SEWER MANHOLE
- TYPE "A" INLET
- TYPE "C" INLET
- 2'x2' GRATE INLET
- BEE HIVE INLET

TOPOGRAPHY AND DRAINAGE PLAN




MELDEN & HUNT INC
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HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM

DOCUMENT NUMBER _____

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BY: _____ DEPUTY

| SHEET 3 |
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| SHEET 2: WATER DISTRIBUTION AND SANITARY SEWER MAP |
| SHEET 3: MAP OF TOPOGRAPHY AND DRAINAGE |

# HIDALGO COUNTY
# PLANNING DEPARTMENT

**1304 SOUTH 25TH STREET**
**EDINBURG TEXAS 78539**
**Tel. 956-318-2840 Fax. 956-318-2844**

**Raul E. Sesin, P.E., CFM**
**Planning Administrator**


## HIDALGO COUNTY COMMISSIONERS COURT MEETING

**DATE:** 12-03-2013

PROPOSED **ARIA RANCHES** SUBDIVISION, PRECINCT No. **4** .

ENGINEER: **QUINTANILLA, HEADLEY & ASSOCIATES** DEVELOPER: **RICHARD A. GARZA**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **37** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **300 feet North of Canton Rd on the East side of Alamo 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: ON **07-01-13** PROPERTY LIES WITHIN FLOOD ZONE: **"B"** AS PER FEMA.

DRAINAGE DESIGN: **Drainage will be accomplished by a storm drainage pipe system discharging to an existing drain ditch abutting North of the subdivision**

ROAD R.O.W. DEDICATION: **20 feet on Alamo Road**

H.C.R.O.W.APPROVED DATE: **07-02-13** : By, **Jesse Ozuna** PCT 4 R.O.W. AGENT

H.C.H.D APPROVAL DATE: **04-22-13** by: **Elizardo "Chardo" Ramos,** Environmental Health Division Manager

☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Jose Angel Gonzalez**

SEWER SYSTEM: ☐OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: _____

WATER SERVICE PROVIDER: **N.A.W.S.C.** LINE SIZE: **8"** LOCATION: **East side of along Alamo Rd**

H.C.O.E.C. APPROVED DATE: **07-09-13 .**: 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.*

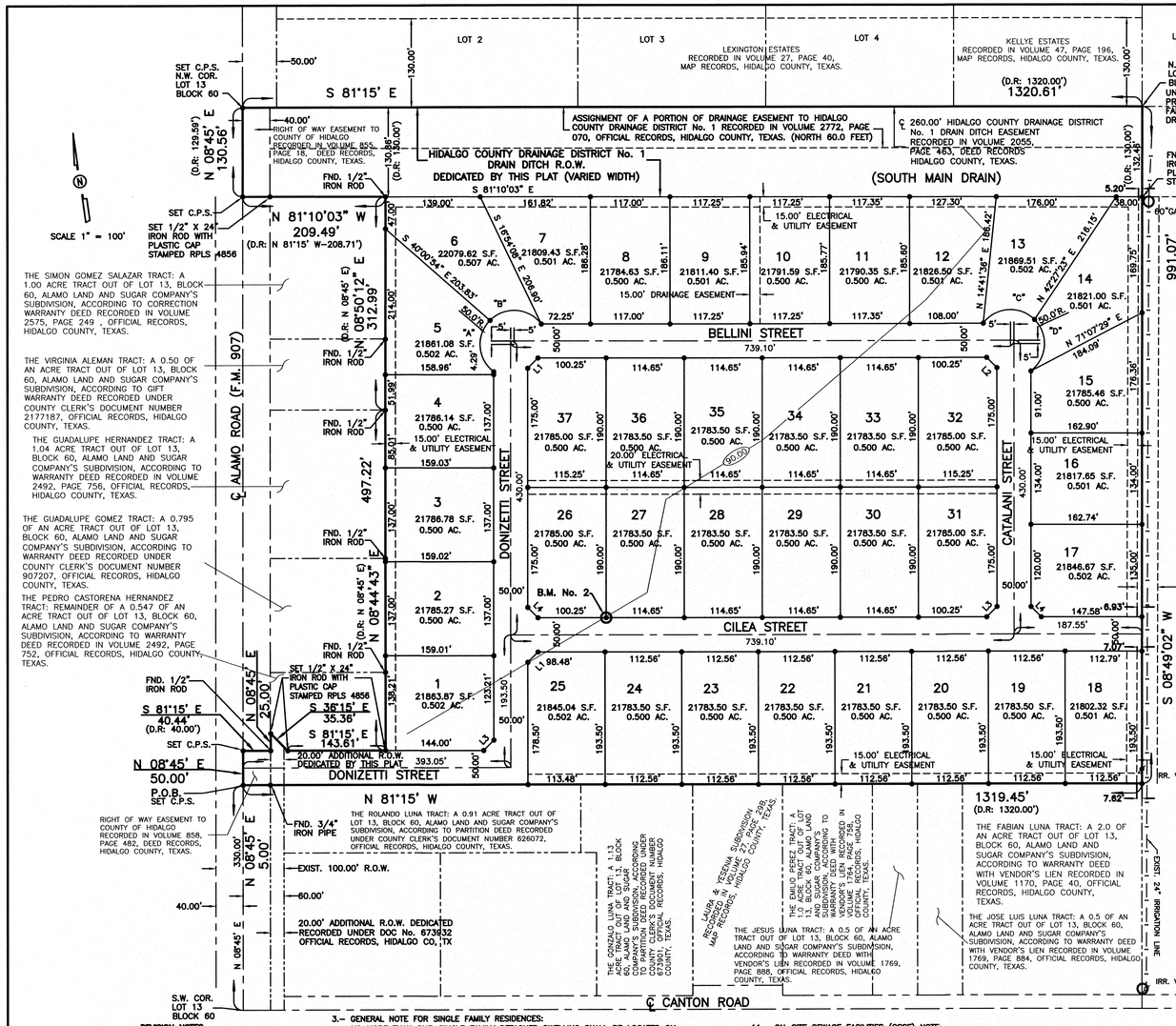
STAFF RECOMMENDS:

☒ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **Edinburg** .

☐ **Final Approval** *subject to recommendations other departments*

☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*




# SUBDIVISION PLAT OF:
# ARIA RANCHES SUBDIVISION

**A 26.15 ACRE TRACT OF LAND OUT OF LOT 13, BLOCK 60, 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 RECORDED IN VOLUME 1199, PAGE 256 AND DEED RECORDED IN VOLUME 1225, PAGE 190, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.**

METES AND BOUNDS

A 26.15 ACRE TRACT OF LAND OUT OF LOT 13, BLOCK 60, 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 RECORDED IN VOLUME 1199, PAGE 256 AND DEED RECORDED IN VOLUME 1225, PAGE 190, 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 WEST LINE OF LOT 13 AND IN THE CENTERLINE OF ALAMO ROAD (F.M. 907) FOR THE NORTHWEST CORNER OF THE ROLANDO LUNA TRACT (A 1.14 ACRE TRACT OUT OF LOT 13, BLOCK 60, ALAMO LAND AND SUGAR COMPANY'S SURVEY, ACCORDING TO PARTITION DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 673901, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHWEST CORNER OF THIS TRACT, SAID SPINDLE BEARS N 08°45' E, 330.00 FEET FROM THE SOUTHWEST CORNER OF LOT 13.

THENCE; N 08°45' E, ALONG THE WEST LINE OF LOT 13 AND THE CENTERLINE OF ALAMO ROAD (F.M. 907), A DISTANCE OF 50.00 FEET TO A COTTON PICKER SPINDLE SET FOR THE SOUTHWEST CORNER OF THE PEDRO CASTORENA TRACT (REMAINDER OF A 0.575 OF AN ACRE TRACT OUT OF LOT 13, BLOCK 60, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 2492, PAGE 752, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE MOST NORTHERLY SOUTHWEST CORNER OF THIS TRACT.

THENCE; S 81°15' E, ALONG THE SOUTH LINE OF THE PEDRO CASTORENA TRACT, A DISTANCE OF 40.44 FEET (DEED RECORD: 40.00 FEET) TO A 1/2" IRON ROD FOUND FOR EAST RIGHT OF WAY LINE OF ALAMO ROAD (F.M. 907) AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 08°45' E, ALONG THE SOUTH LINE OF THE PEDRO CASTORENA TRACT AND THE EAST RIGHT OF WAY LINE OF ALAMO ROAD (F.M. 907), A DISTANCE OF 25.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 36°15' E, ALONG THE SOUTH LINE OF THE PEDRO CASTORENA TRACT, A DISTANCE OF 35.36 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE INTERIOR CORNER OF SAID TRACT AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 81°15' E, ALONG THE SOUTH LINE OF THE PEDRO CASTORENA TRACT, A DISTANCE OF 143.61 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE SOUTHEAST CORNER OF SAID TRACT AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 08°44'43" E (DEED RECORD: N 08°45' E), ALONG THE EAST LINE OF THE PEDRO CASTORENA TRACT, THE EAST LINE OF THE GUADALUPE GOMEZ TRACT (A 0.795 OF AN ACRE TRACT OUT OF LOT 13, BLOCK 60, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 907207, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), AND THE EAST LINE OF THE GUADALUPE HERNANDEZ TRACT (A 1.04 ACRE TRACT OUT OF LOT 13, BLOCK 60, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO WARRANTY DEED RECORDED UNDER IN VOLUME 2492, PAGE 756, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), A DISTANCE OF 497.22 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHEAST CORNER OF THE GUADALUPE HERNANDEZ TRACT, THE SOUTHEAST CORNER OF THE VIRGINIA ALEMAN TRACT (A 0.50 OF AN ACRE TRACT OUT OF LOT 13, BLOCK 60, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO GIFT WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2177187, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 08°50'12" E (DEED RECORD: N 08°45' E), ALONG THE EAST LINE OF THE VIRGINIA ALEMAN TRACT AND THE EAST LINE OF THE SIMON GOMEZ TRACT (A 1.0 ACRE TRACT OUT OF LOT 13, BLOCK 60, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO CORRECTION WARRANTY DEED RECORDED IN VOLUME 2575, PAGE 249, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), A DISTANCE OF 312.99 FEET TO A 1/2" IRON ROD FOUND ON THE SOUTH LINE OF THE HIDALGO COUNTY DRAINAGE DISTRICT No.1 SOUTH MAIN DRAIN (EASEMENT RECORDED IN VOLUME 2772, PAGE 85, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) FOR THE NORTHEAST CORNER OF THE SIMON GOMEZ TRACT AND AN INTERIOR CORNER OF THIS TRACT;

THENCE; N 81°10'03" W (DEED RECORD: N 81°15' W), ALONG THE NORTH LINE OF THE SIMON GOMEZ TRACT AND THE SOUTH LINE OF THE HIDALGO COUNTY DRAINAGE DISTRICT No.1 SOUTH MAIN DRAIN, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 169.49 FEET FOR THE EAST RIGHT OF WAY LINE OF ALAMO ROAD (F.M. 907), A TOTAL DISTANCE OF 209.49 FEET TO A COTTON PICKER SPINDLE SET ON THE WEST LINE OF LOT 13 AND IN THE CENTERLINE OF ALAMO ROAD (F.M. 907) FOR THE NORTHWEST CORNER OF THE SIMON GOMEZ TRACT AND THE MOST SOUTHERLY NORTHWEST CORNER OF THIS TRACT.

THENCE; N 08°45' E, ALONG THE WEST LINE OF LOT 13 AND THE CENTERLINE OF ALAMO ROAD (F.M. 907), A DISTANCE OF 130.56 FEET (DEED RECORD: 129.59 FEET) TO A COTTON PICKER SPINDLE SET FOR THE NORTHWEST CORNER OF LOT 13 AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°15' E, ALONG THE NORTH LINE OF LOT 13 AND THE CENTERLINE OF THE HIDALGO COUNTY DRAINAGE DISTRICT No.1 SOUTH MAIN DRAIN, A DISTANCE OF 1,320.61 FEET (MAP RECORD: 1,320.00 FEET) TO A POINT FOR THE NORTHEAST CORNER OF LOT 13 AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°49'02" W (DEED RECORD: S 08°45' W), ALONG THE EAST LINE OF LOT 13, PASSING A 5/8" IRON ROD WITH CAP STAMPED MF FOUND AT 132.46 FEET (DEED RECORD: 130.00 FEET) FOR THE SOUTH LINE OF SAID HIDALGO COUNTY DRAINAGE DISTRICT No.1 SOUTH MAIN DRAIN, A TOTAL DISTANCE OF 991.07 FEET (DEED RECORD: 990.00 FEET) TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE NORTHEAST CORNER OF THE FABIAN LUNA TRACT (A 2.0 ACRE TRACT OUT OF LOT 13, BLOCK 60, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 1710, PAGE 40, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS ) AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°15' W, ALONG THE NORTH LINE OF THE FABIAN LUNA TRACT, THE NORTH LINE OF THE JOSE LUIS LUNA TRACT (A 0.50 ACRE TRACT OUT OF LOT 13, BLOCK 60, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 1769, PAGE 884, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), THE NORTH LINE OF THE JESUS LUNA TRACT (A 0.50 ACRE TRACT OUT OF LOT 13, BLOCK 60, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 1769, PAGE 888, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), THE NORTH LINE OF THE EMILIO PEREZ TRACT (A 1.0 ACRE TRACT OUT OF LOT 13, BLOCK 60, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 1764, PAGE 759, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), THE NORTH LINE OF THE LAURA & YESENIA SUBDIVISION (RECORDED IN VOLUME 27, PAGE 298, MAP RECORDS, HIDALGO COUNTY, TEXAS), AND THE NORTH LINE OF THE GONZALO LUNA TRACT (A 1.13 ACRE TRACT OUT OF LOT 13, BLOCK 60, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO PARTITION DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 673901, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), PASSING A 1/2" IRON PIPE FOUND AT 1,279.45 FEET FOR THE EAST RIGHT OF WAY LINE OF ALAMO ROAD (F.M. 907), A TOTAL DISTANCE OF 1,319.45 FEET TO THE POINT OF BEGINNING AND CONTAINING 26.15 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH LEXINGTON ESTATES, RECORDED IN VOLUME 27, PAGE 40, MAP RECORDS, HIDALGO COUNTY, TEXAS.

## STATE OF TEXAS
## COUNTY OF HIDALGO

I, **ALFONSO QUINTANILLA**, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF EDINBURG, TEXAS.

DATED THIS THE 9th DAY OF MAY 20 13.

REGISTERED PROFESSIONAL LAND SURVEYOR
No. 4856 STATE OF TEXAS

STATE OF TEXAS
REGISTERED
ALFONSO QUINTANILLA
4856
PROFESSIONAL
LAND SURVEYOR

## STATE OF TEXAS
## COUNTY OF HIDALGO
## OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, RICHARD A. GARZA, OWNER OF G.R. INVERSIONES, LLC. AS OWNER OF OF THE 26.15 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED ARIA RANCHES SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

DATE

RICHARD A. GARZA
OWNER OF G.R. INVERSIONES, LLC
3910 W. FREDDY GONZALEZ DR.
EDINBURG, TEXAS. 78539.

## STATE OF TEXAS
## COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared RICHARD A. GARZA, OWNER OF G.R. INVERSIONES, LLC known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and considerations therein stated.

Given under my hand and seal of office this _____ 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 ARIA RANCHES SUBDIVISION, was reviewed and approved by the Hidalgo County Commissioners Court on _____, _____.

Hidalgo County Judge — Date

ATTEST: Hidalgo County Clerk — 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 ARIA RANCHES SUBDIVISION conforms to all requirements of the Subdivision Regulations of this City wherein my approval is required and has been approved for recording on the _____ day of _____, 20___."

CHAIRPERSON–PLANNING & ZONING COMMISSION

I, THE UNDERSIGNED, MAYOR OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

ATTEST:

MAYOR'S SIGNATURE — DATE — CITY SECRETARY — 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 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.

I CERTIFY THAT THE WATER AND SEWER SERVICE FACILITIES FOR LOTS INTENDED FOR RESIDENTIAL PURPOSES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. THE ESTIMATED COSTS TO INSTALL UNCONSTRUCTED WATER AND SEWAGE FACILITIES DESCRIBED ABOVE ARE AS FOLLOWS: WATER FACILITIES: THESE WATER FACILITIES WILL BE CONSTRUCTED AT A COST OF $ .

SEWAGE FACILITIES: ON SITE SEWAGE FACILITES ARE ESTIMATED TO COST $ 1,500.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $ 52,500.00 FOR THE SUBDIVISION. THE SUBDIVIDER HAS PAID A TOTAL OF $ 52,000.00 TO COVER THE COST OF INSTALLATION OF SEPTIC SYSTEMS.

DATED THIS THE 29th DAY OF OCTOBER 20 13

LICENSED PROFESSIONAL ENGINEER
No. 95534 STATE OF TEXAS

STATE OF TEXAS
ALFONSO QUINTANILLA
95534
LICENSED
PROFESSIONAL ENGINEER

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 ARIA RANCHES SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, _____.

ENVIRONMENTAL HEALTH DIVISION MANAGER — 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 and no 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 one 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 on account of installation, maintenance, repair, replacement and relocation of the structures referred to herein, Thus agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above–described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this___ day of _____ 20___.

RICHARD A. GARZA
OWNER OF G.R. INVERSIONES, LLC
3910 W. FREDDY GONZALEZ DR.
EDINBURG, TEXAS. 78539.

## LINE DATA TABLE

| DATA | BEARING | LENGTH |
|---|---|---|
| L1 | N 53°45' E | 21.21' |
| L2 | S 36°15' E | 21.21' |
| L3 | S 53°45' W | 21.21' |
| L4 | N 36°15' W | 21.21' |

## CURVE DATA

| CURVE | Δ | RADIUS | LENGTH |
|---|---|---|---|
| "A" | 98°07'48" | 50.00' | 85.63' |
| "B" | 98°07'48" | 50.00' | 85.63' |
| "C" | 98°07'48" | 50.00' | 85.63' |
| "D" | 98°07'48" | 50.00' | 85.63' |

## REVISION NOTES

| No. | Sheet | REVISION | Date | Approved |
|---|---|---|---|---|
| | | | | |

## PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE STATEMENT: ZONE "B"
AREAS BETWEEN LIMITS OF THE 100–YEAR FLOOD AND 500–YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100–YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD. (MEDIUM SHADING)
COMMUNITY–PANEL NUMBER 480334 0425 C
EFECTIVE 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.– MINIMUM BUILDING SETBACK LINES:
FRONT: 25.00 FEET
REAR: 15.00 FEET OR EASEMENT, WHICHEVER IS GREATER
SIDE: 6.00 FEET OR EASEMENT, WHICHEVER IS GREATER
CORNER SIDE: 10.00 FEET OR EASEMENT, WHICHEVER IS GREATER

3.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE–SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. NO COMMERCIAL USE SHALL BE ALLOWED. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4.– MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CENTERLINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No. 1 ELEVATION= 90.55 LOCATED ON A 3/4" IRON PIPE FOUND 40.69' EAST FROM THE SOUTHWEST CORNER OF THIS SUBDIVISION, NAVD 88 DATUM.
B.M. NO. 2 ELEVATION= 90.00 LOCATED ON 1/2" IRON ROD SET IN CONC. W/ DISK ON THE SOUTHEAST CORNER OF LOT 26. N.A.V.D. 88 DATUM

6.– DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 46,669.38 CUBIC –FEET (1.07 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: SEE DRAINAGE REPORT ON SHEET No.3.

7.– LEGEND • — DENOTES 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856, UNLESS OTHERWISE NOTED.

8.– EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

9.– ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER

# FINAL ENGINEERING REPORT FOR ARIAS RANCHES SUBDIVISION

BY ALFONSO QUINTANILLA, P.E.

## WATER SUPPLY: Description, Costs, and Operability date

BY ALFONSO QUINTANILLA, P.E.

ARIA RANCHES SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY THE NORTH ALAMO WATER SUPPLY CORPORATION "N.A.W.S.C.". THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO THE FULL DEVELOPMENT OF THIS SUBDIVISION. N.A.W.S.C. HAS AN EXISTING 8" DIAMETER WATERLINE RUNNING ON THE EAST SIDE OF ALAMO ROAD.

THE WATER SYSTEM FOR ARIA RANCHES SUBDIVISION CONSISTS OF AN 8" DIAMETER WATERLINE THAT TAPS INTO THE SAID EXISTING 8" WATERLINE. THE 8" DIAMETER WATERLINE RUNS EAST ALONG THE SOUTH SIDE OF DONIZETTI ROAD. THE 8" DIAMETER WATERLINE TURNS NORTH AND RUNS NORTH ALONG THE EAST SIDE OF DONIZETTE STREET.

ON THE SOUTHWEST CORNER OF LOT 28, AN 8" DIAMETER WATER LINE RUNS EAST ALONG THE NORTH SIDE OF CILEA STREET, ENDING WITH A 2 " FLUSH VALVE NEAR THE SOUTHEAST CORNER OF LOT 16.

ON THE NORTHWEST CORNER OF LOT 37, ANOTHER 8" DIAMETER WATERLINE TURNS EAST AND RUNS ALONG THE SOUTH SIDE OF BELLINI STREET. ON THE NORTHEAST CORNER OF LOT 32, THE 8" DIAMETER WATERLINE TURNS SOUTH AND RUNS ALONG THE WEST SIDE OF CATALINA STREE, LOOPING WITH THE 8" WATERLINE ON CILEA STREET.

FROM THE 8" WATERLINES SEVENTEEN (17) 1" DUAL WATER SERVICES RUN TO PAIRS OF LOTS BEFORE SPLITTING INTO 3/4" DIAMETER SINGLE SERVICES AND FIVE (5) 3/4" SINGLE SERVICE WATER LINES 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 $ , 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, 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 SUBDIVIDER HAS INSTALLED FOUR (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, Costs, and Operability Date

SEWAGE FROM ARIA RANCHES SUBDIVISION, WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAINFIELD ON EACH LOT. THE SITE EVALUATOR (LICENSE NUMBER OS 12258) HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. HIGHLIGHTS OF THE REPORT ARE AS FOLLOWS: AND THE DRAINAGE EASEMENTS.

EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE THE UNITED STATES OF AGRICULTURE SOIL CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A SANDY CLAY LOAM. THE SITE EVALUATOR (LICENSE NUMBER OS 12258) HAD FOUR (4) TEST BORINGS MADE AT OPPOSITE AREAS OF THE SUBDIVISION AT THE CENTERS OF LOTS 8, 12, 20 AND 25 (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 $ , 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 $ 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 $ WHICH EQUALS TO $ PER LOT. IN ADDITION THE SUBDIVIDER HAS PAID A TOTAL OF $ TO N.A.W.S.C.

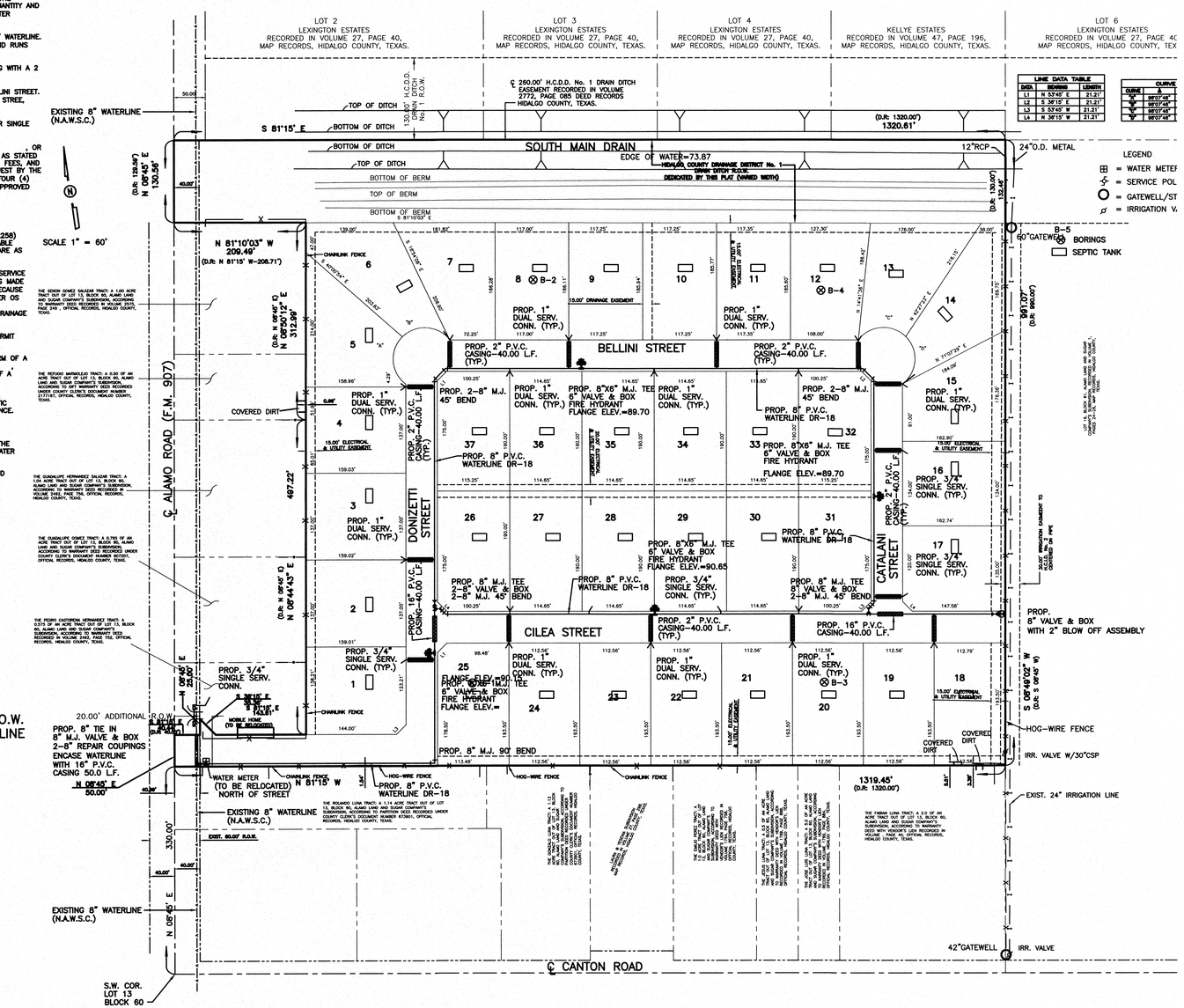
**SEWAGE FACILITIES**– SEPTIC SYSTEM IS ESTIMATED TO COST $ PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $ FOR THE ENTIRE SUBDIVISION.

STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 95534

10-29-13
DATE

# MAP OF WATER DISTRIBUTION SYSTEM/ MAPA DE DISTRIBUCION DE AGUA




| LINE DATA TABLE | | |
|---|---|---|
| DATA | BEARING | LENGTH |
| L1 | N 53°45' E | 21.21' |
| L2 | S 36°15' E | 21.21' |
| L3 | S 53°45' W | 21.21' |
| L4 | N 36°15' W | 21.21' |

| CURVE | |
|---|---|
| CURVE | Δ |
| "A" | 90°07'48" |
| "B" | 90°07'48" |
| "C" | 90°07'48" |
| "D" | 90°07'48" |

# ARIAS RANCHES SUBDIVISION

A 26.11 ACRE TRACT OF LAND OUT OF LOT 13, BLOCK 60, 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 RECORDED IN VOLUME 1199, PAGE 256 AND DEED RECORDED IN VOLUME 1225, PAGE 190, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS,

REPORTE FINAL DE INGENIERIA PARA LA SUBDIVISION DE ARIAS RANCHES SUBDIVISION :

BY ALFONSO QUINTANILLA, P.E.

## PROVISION DE AGUA: Descripcion, Gastos, y Fecha de Incio

LA SUBDIVISION ARIA RANCHES SUBDIVISION, RECIBIRA SU PROVISION DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (LA COMPAÑIA DE AGUA DE NORTH ALAMO) ("N.A.W.S.C."). EL DUEÑO DE LA SUBDIVISION Y LA COMAÑIA N.A.W.S.C. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISION RECIBIRA SU PROVISION DE AGUA POR LOS PROXIMOS 30 AÑOS. N.A.W.S.C. TENDRA QUE REPRESENTAR DOCUMENTACION PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISION. N.A.W.S.C. TIENE UNA LINEA EXISTENTE DE 8 PULGADAS DE DIAMETRO QUE CORRE POR EL LADO ESTE DE LA CALLE ALAMO ROAD.

EL SISTEMA DE PROVISION DE AGUA PARA ARIA RANCHES SUBDIVISION CONSISTE DE UNA LINEA DE AGUA DE 8" PULGADAS DE DIAMETERO QUE CONNECTA CON LA LINEA EXISTENTE DE AGUA DE 8" DE DIAMETRO QUE CORRE POR LA ALAMO ROAD. LA LINEA DE AGUA DE 8" DE DIAMETRO CORRE ESTE POR EL LADO SUR DE LA CALLE DONIZETTI STREET. LA LINEA DE AGUA DE 8" DE DIAMETRO VOLTEA NORTE Y CORRE POR EL LADO ESTE DE DONIZETTI STREET.

EN LA ESQUINA NOROESTE DE LOT 28, UNA LINEA DE AGUA DE 8" DE DIAMETRO CORRE ESTE POR EL LADO NORTE DE LA CALLE CILEA STREET, TERMINANDO CON UNA VALVULA DE 2" EN LA ESQUINA SUDESTE DE LOTE 16.

EN LA ESQUINA SUROESTE DE LOTE 37, OTRA LINEA DE AGUA DE 8" DE DIAMETRO CORRE ESTE POR EL LADO SUR DE LA CALLE BELLINI STREET. EN LA ESQUINA NORESTE DE LOTE 32, LA LINEA DE AGUA DE 8" DE DIAMETRO VOLTEA SUR Y CORRE POR EL LADO OESTE DE LA CALLE CATALINA STREET, CONNECTANDO CON LA LINEA DE AGUA LOCALIZADO EN CILEA STREET.

DE LAS LINEA EXISTENTE 8" PULGADAS Y PROPUESTA DE 8" PULGADAS DE DIAMETRO DIES Y SIETE (17) CONDUCTOS DOBLES DE 1 PULGADA DE DIAMETRO Y TRES (3) 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$ O US$ POR LOTE. EL DUEÑO DE LA SUBDIVISION HA TAMBIEN PAGADO US$ O US$ POR LOTE A N.A.W.S.C. DEL COSTO DE LA INSTALACION DE CADA MEDIDOR Y LOS GASTOS DE CONEXION. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑIA N.A.W.S.C. LO INSTALARA SIN ALGÓN GASTO AL DUEÑO. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN HA INSTALADO CUATRO (4) 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 SUBDIVISION SEA REGISTRADA EN EL CONDADO DE HIDALGO.

## DRENAJE: Descripcion, Gastos y Fecha de Inicio

EL DRENAJE DE ARIAS RANCHES SUBDIVISION , TENDRA FOSAS SEPTICAS INDIVIDUALES (OSSF) CONSISTIENDO EN UN DISEÑO NORMAL, CON DOBLE COMPARTIMIENTO DE FOSA SEPTICA (OSSF) Y UN CAMPO DE DRENAJE EN CADA SOLAR. EL EVALUADOR (LIC# OS 12258) DE ENSUCIE HA INSPECCIONADO, EVALUADO Y REPORTADO QUE LA UBICACION DE LA SUBDIVISION ES CONVENIENTE PARA FOSAS SEPTICAS (OSSF). EL REPORTE FUE EXAMINADO Y APROBADO POR EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO.

CADA SOLAR EN LA SUBDIVISION MIDE MEDIO ACRE DE TAMAÑO. EL LIBRO DE SERVICIOS Y CONSERVACION DEL SUELO DEL DEPARTAMENTO DE AGRICULTURA DE LOS ESTADOS UNIDOS (USDA) INDICA UNA MEZCLA DE BARRO ARENOSO. EL EVALUADOR (LIC# OS 12258) HIZO CUATRO (4) PRUEBAS CON AGUJEROS EN EL CENTRO DE LOS LOTES 8, 12, 20 Y 25 (PRUEBAS ADICIONALES NO FUERON NECESARIAS PORQUE EL SUELO ES MUY UNIFORME DENTRO DEL AREA EXAMINADA). 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$ 0.00, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS NINGUNA FOSA SEPTICA HA SIDO INSTALADA EN EL PROCESO DE LA APROBACIÓN FINAL.

CON EL ARCHIVAMIENTO DEL PLAN FINAL, EL DUEÑO DE LA SUBDIVISIÓN PROPORCIONARA UNA GARANTÍA FINANCIERAS ADECUADAS CON DESEMPEÑO EN FORMA DE UN CHEQUE PERSONAL REPRESENTANDO UN "DEPOSITO EN EFECTIVO" OBTENIDO POR EL CONDADO DE HIDALGO EN LA CANTIDAD DE US$ QUE ES EL COSTO TOTAL ESTIMADO PARA INSTALAR UN SISTEMA DE FOSA SEPTICAS EN CADA TERRENO. EL DUEÑO DE LA SUBDIVISIÓN INCLUIRA EL COSTO DE UN SISTEMA DE FOSA SEPTICAS EN EL PRECIO DE VENTA DEL TERRENO.

EN CUALQUIER MOMENTO DESPUÉS DE QUE EL TERRENO SEA VENDIDO, EL COMPRADOR PUEDE INICIA LA INSTALACIÓN DE UN SISTEMA SÉPTICO ESCRIBIENDO O LLAMANDO AL DUEÑO DE LA SUBDIVISIÓN Y ENTONCES ARCHIVANDO EN EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO UNA APLICACIÓN PARA UN PERMISO DE CONSTRUIR PARA UN SISTEMA SEPTICA. LAS FOSAS SEPTICAS 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:

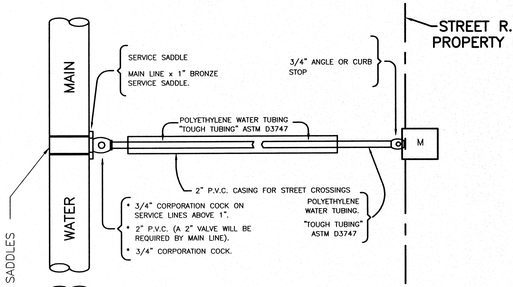
**AGUA:** EL SISTEMA/SERVICIO DE AGUA ESTA TOTALMENTE CONSTRUIDO, CON LA INSTALACION DE LOS MEDIDORES DE AGUA, EL GRAN COSTO TOTAL ES DE US$ LO CUAL EQUIVALE A US$ POR LOTE. EL DUENO DE LA SUBDIVISION HA TAMBIEN PAGADO $ A N.A.W.S.C.

**DRENAJE:** SE ESTIMA QUE LA FOSAS SEPTICAS COSTARAN US$ A UN COSTO TOTAL DE US$ PARA TODA LA SUBDIVISION.

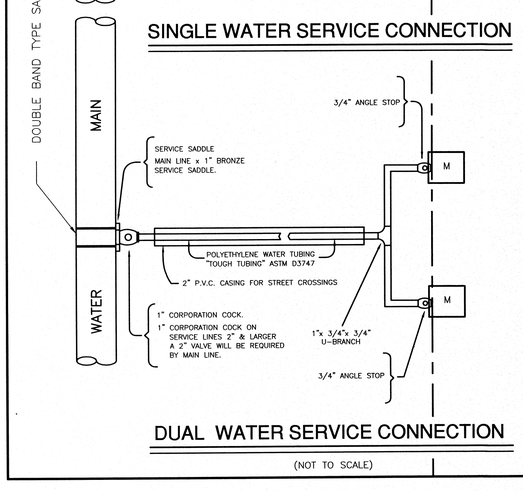
STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 95534

10-29-13
DATE




## SINGLE WATER SERVICE CONNECTION




## DUAL WATER SERVICE CONNECTION

(NOT TO SCALE)

## 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 (WE), RICHARD A. GARZA OWNER OF G.R. INVERSIONES, LLC SUBDIVIDERS OF ARIA RANCHES SUBDIVISION HEREBY CERTIFY ARE REQUIRED PRIOR TO BUILDING ON ANY LOT 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.

RICHARD A. GARZA
OWNER OF G.R. INVERSIONES, LLC
3910 W. FREDDY GONZALEZ DR.
EDINBURG, TEXAS. 78539.

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared RICHARD A. GARZA, OWNER OF G.R. INVERSIONES, LLC 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

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

NEYDA S. RAMIREZ
Notary Public, State of Texas
My Commission Expires
March 17, 2017

NEYDA S. RAMIREZ – NOTARY PUBLIC

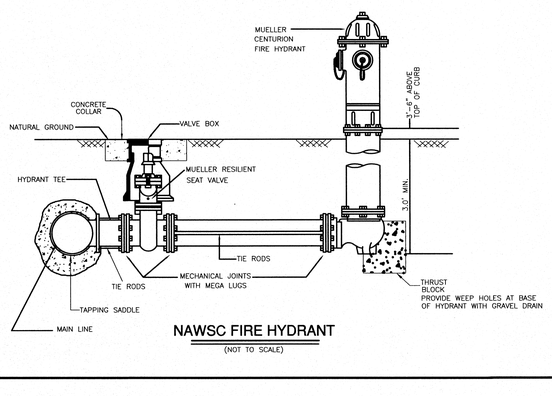
**QUINTANILLA, HEADLEY AND ASSOCIATES, INC.**

CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F–1315
SURVEYING REGISTRATION NUMBER 100411–00

LAND SURVEYORS
PHONE 956–381–6480
FAX 956–381–0527
OFFICE@QHAENGINEERING.COM

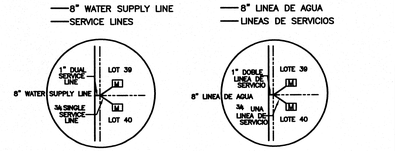
## COST ESTIMATE

WATER DISTRIBUTION: $
PAVING IMPROVEMENTS: $
DRAINAGE IMPROVEMENTS: $
SEPTIC TANK (OSSF): $




NAWSC FIRE HYDRANT

(NOT TO SCALE)



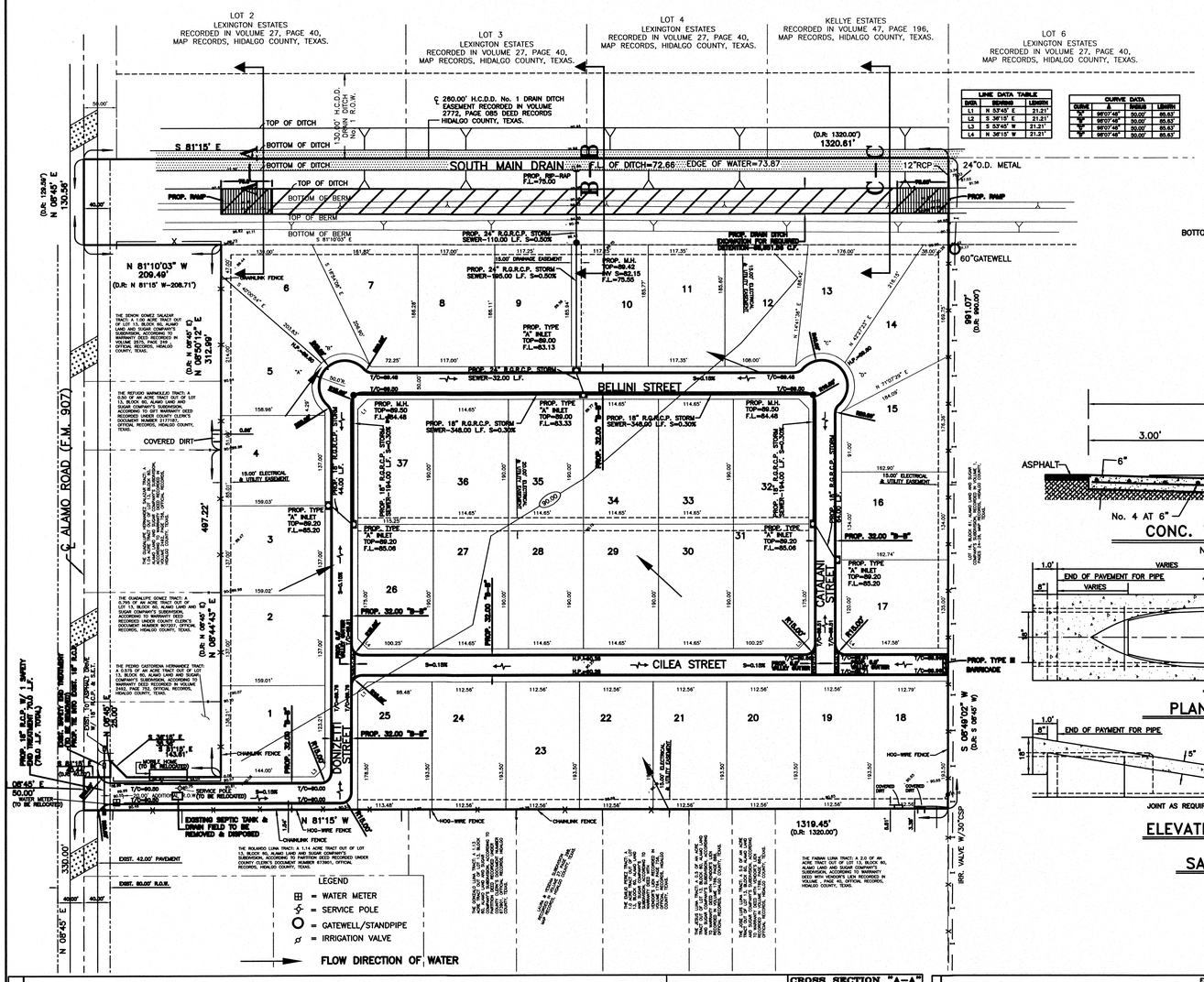

HIDALGO COUNTY, TEXAS

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

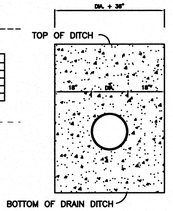
| SHEET NO. 2 OF 3 SHEETS | FILENAME : F:\DATA\SUBDIVISION\EDINBURG\ARIAS RANCHES SUBDIVISION\B-PLAT | | | |
|---|---|---|---|---|
| | DATE PREPARED | PREPARED BY | CHECKED BY | APPROVED BY |
| | MAY 9, 2013 | LG | | |
| | DATE REVISED | REVISED BY | CHECKED BY | APPROVED BY |

# MAP OF TOPOGRAPHY AND DRAINAGE / MAPA DE TOPOGRAFIA Y DRENAJE

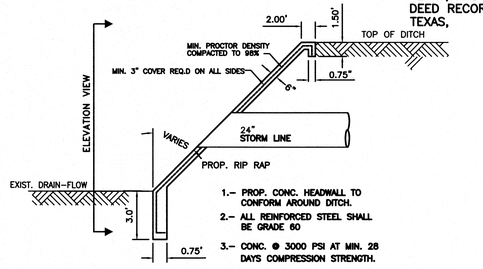



| LINE DATA TABLE | | |
|---|---|---|
| DATA | BEARING | LENGTH |
| L1 | N 53°45' E | 21.21' |
| L2 | S 36°15' E | 21.21' |
| L3 | S 53°45' W | 21.21' |
| L4 | N 36°15' W | 21.21' |

| CURVE DATA | | | |
|---|---|---|---|
| CURVE | Δ | RADIUS | LENGTH |
| "A" | 90°07'48" | 50.00' | 85.43' |
| "B" | 90°07'48" | 50.00' | 85.43' |
| "C" | 90°07'48" | 50.00' | 85.43' |
| "D" | 90°07'48" | 50.00' | 85.43' |



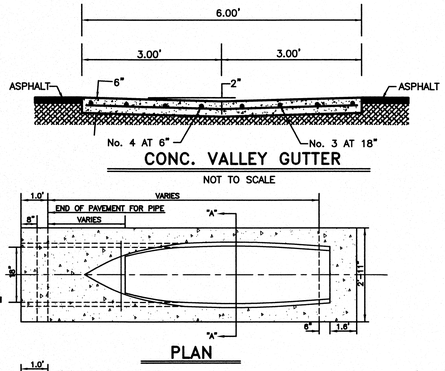

ELEVATION VIEW




1.- PROP. CONC. HEADWALL TO CONFORM AROUND DITCH.
2.- ALL REINFORCED STEEL SHALL BE GRADE 60
3.- CONC. @ 3000 PSI AT MIN. 28 DAYS COMPRESSION STRENGTH.

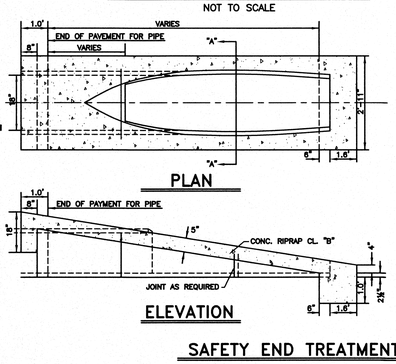
STORM DISCHARGE STRUCTURE

NOT TO SCALE



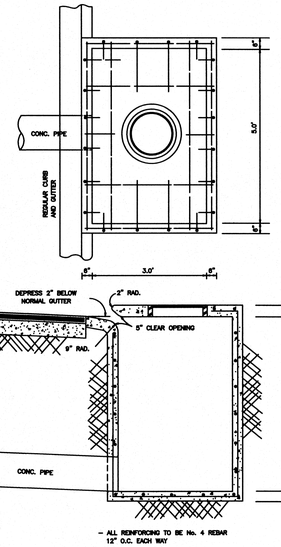

CONC. VALLEY GUTTER

NOT TO SCALE




SAFETY END TREATMENT

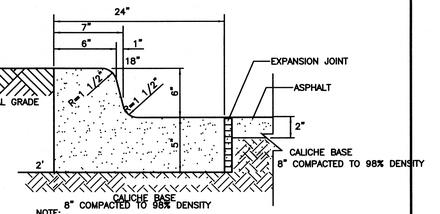
NOT TO SCALE




- ALL REINFORCING TO BE No. 4 REBAR 12" O.C. EACH WAY
- RING AND COVER TO BE ALAMO 860-22 OR EQUAL (20 3/8" A.D. 150)

TYPE "A" INLET DETAIL

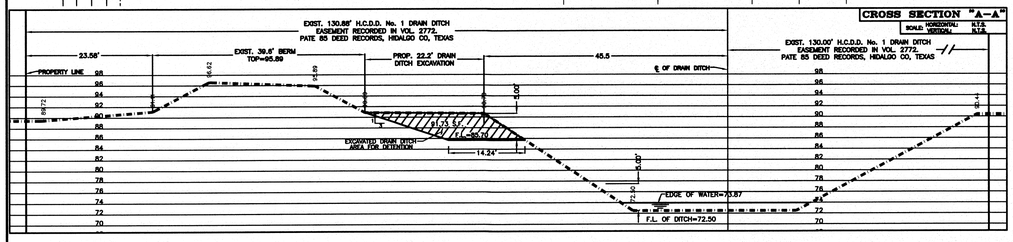
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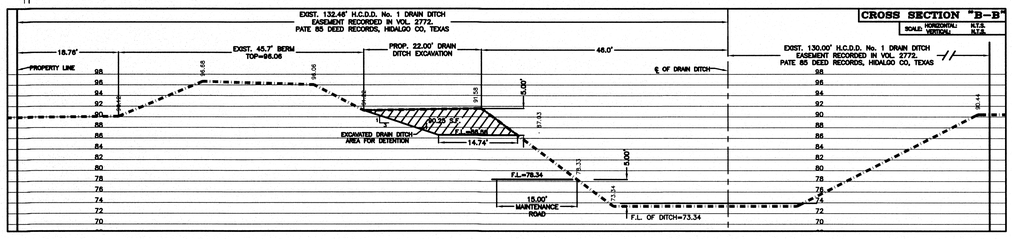


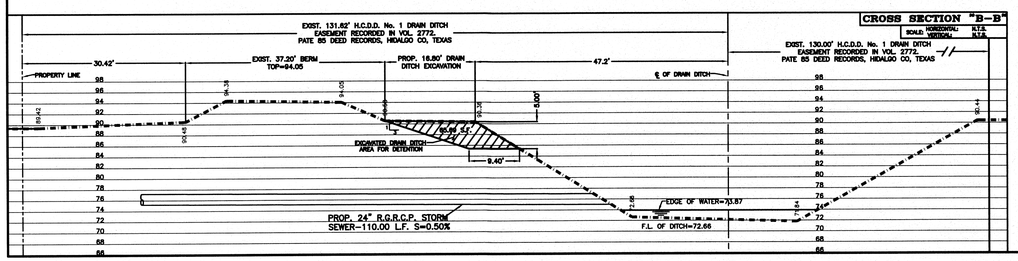

NOTE: TRANSVERSE CONCRETE JOINTS SHALL BE CONSTRUCTED THROUGH TO BACK OF ALL CURBS

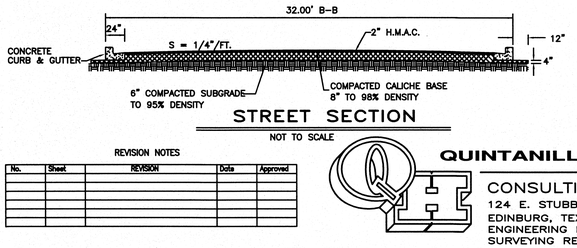
INTEGRAL CURB & GUTTER

N.T.S.




STREET SECTION

NOT TO SCALE

| REVISION NOTES | | | | |
|---|---|---|---|---|
| No. | Sheet | REVISION | Date | Approved |
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# ARIAS RANCHES SUBDIVISION

A 26.11 ACRE TRACT OF LAND OUT OF LOT 13, BLOCK 60, 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 RECORDED IN VOLUME 1199, PAGE 256 AND DEED RECORDED IN VOLUME 1225, PAGE 190, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS,

**DRAINAGE REPORT FOR: ARIA RANCHES SUBDIVISION**
**BY ALFONSO QUINTANILLA, P.E.**

Aria Ranches Subdivision is a 26.15 acre tract of land out of Lot 13, Block 60, 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 recorded in Volume 1199, Page 256, and deed recorded in Volume 1225, Page 190, official records, Hidalgo County, Texas. This subdivision is located on the east side of Alamo Road (F.M. 907) and 330 feet north of Canton Road. The proposed subdivision will consist of 37 residential lots.

The tract is Zone "B" 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 11-23. 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= 6.15 cubic feet per second based on a 10-year storm.

After development the runoff will be Q= 18.70 cubic feet per second for an increase of Q= 12.55 cubic feet per second. Detention will be 46,689.38 cubic feet (1.07 acre feet) and will be accomplished by excavating this volume within the existing Hidalgo County Drainage District No. 1 (The South Main Drain). Street runoff will flow into proposed type "A" inlets that drain into a proposed storm sewer system consisting of a 18 inch and 24 inch drain line. The proposed drain lines will drain into the aforementioned South Main Drain.

THE COUNTY DRAINAGE DITCH FLOWS NORTH THEN EAST. THE DRAINAGE DITCH CARRIES WATER EASTWARD WHERE IT E,PTIES INTO LAGUNA MADRE. THE 10 EAR FLOOD IS CONTAINED WITH THE RIGHT-OF-WAY OF THE 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 CONSTUCTION 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 STROM DRAINAGE PATERN FOR THE AREA. THE MAP BELOW ILLUSTRATES THE FLOW PATTERNS OF THE RUNOFF.

## CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100-YEAR FLOODPLAIN FOR ZONE "X" (AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN) 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

10-29-13
DATE

## COST ESTIMATE

| | |
|---|---|
| WATER DISTRIBUTION: | $ |
| PAVING IMPROVEMENTS: | $ |
| DRAINAGE IMPROVEMENTS: | $ |
| SEPTIC TANK (OSSF): | $ |

THE COUNTY OF HIDALGO — TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY


QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F-1315
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\SUBDIVS\EDINBURG\ARIAS RANCHES SUBDIVISION\8-PLAT | | | |
|---|---|---|---|---|
| | DATE PREPARED | PREPARED BY | CHECKED BY | APPROVED BY |
| | MAY 9, 2013 | LG | | |
| | DATE REVISED | REVISED BY | CHECKED BY | APPROVED BY |
| | | | | |

# HIDALGO COUNTY
# PLANNING DEPARTMENT

**1304 SOUTH 25TH STREET**
**EDINBURG TEXAS 78539**
**Tel. 956-318-2840 Fax. 956-318-2844**

**Raul E. Sesin, P.E., CFM**
**Planning Administrator**


## HIDALGO COUNTY COMMISSIONERS COURT MEETING

**DATE:** 12-03-2013

PROPOSED **MIRAGE RANCHES** SUBDIVISION, PRECINCT No. **4.**

ENGINEER: **QUINTANILLA, HEADLEY & ASSOCIATES, INC.** DEVELOPER: **RICHARD. A GARZA**

☐ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☒ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **25** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **North Side of Curry Rd, Approximately ¼ mile West of Val Verde Rd.**

SUBDIVISION LIES WITHIN THE: ☒*The rural area of the County.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **05/22/13** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **Drainage will be accomplished by inlets and storm drainage pipes discharging to the existing drainage ditch located north of the proposed subdivision.**

DISTANCE TO A DRAIN DITCH: **Abutting North of proposed subdivision.**

ROAD R.O.W. DEDICATION: **20 Feet North side of Curry Rd.**

H.C.R.O.W. FINAL APPROVAL DATE: **11/05/13**: By, **Jose Ochoa** PCT. 4 R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: **11/08/13** BY **Elizardo "Chardo" Ramos** Environmental Health Division Manager

SEWER SYSTEM: ☒OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Jose Gonzalez**
☒ **OSSF have been escrow to the Hidalgo County**

WATER SERVICE PROVIDER: **N.A.W.S.C.** LINE SIZE: **6"** LOCATION: **South of Curry Rd.**

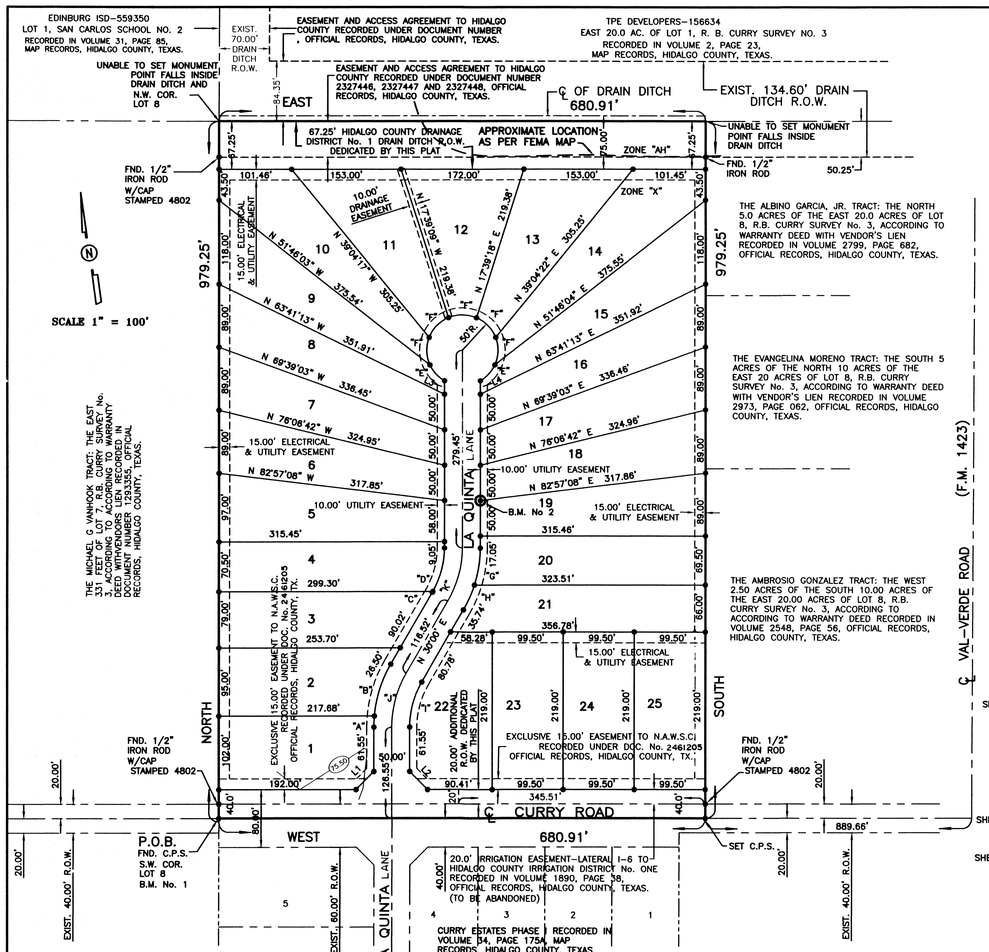
H.C.O.E.C. FINAL APPROVAL DATE: **04/09/13**: By **Martin Ramirez**, Environmental Compliance Coordinator
☒ The applicant has submitted the required Notice of Termination (NOT) as per Part II, Section F of the TPDES General Permit for Construction Activities (TXR150000) indicating that final stabilization had been achieved at the construction site.

REQUEST FOR FINAL APPROVAL WITH: ☒ **Cash Deposit:** *Amount:*$ **36,000.00** *For:* ☒ **24** *OSSF(S)*

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: **July 11, 2013**

STAFF RECOMMENDS: ☒ **Final Approval** *with financial guarantee 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.*




| LINE DATA TABLE | | |
|---|---|---|
| DATA | BEARING | LENGTH |
| L1 | S 45°00' W | 35.36' |
| L2 | N 45°00' W | 35.36' |
| L3 | NORTH | 19.10' |
| L4 | SOUTH | 19.10' |

| AREA DATA TABLE | | |
|---|---|---|
| LOT | AREA (S.F.) | AC. |
| 1 | 21824.96 | 0.501 |
| 2 | 21966.08 | 0.504 |
| 3 | 21843.69 | 0.502 |
| 4 | 21917.48 | 0.503 |
| 5 | 24447.27 | 0.561 |
| 6-8 | 21923.58 | 0.503 |
| 9 | 22515.47 | 0.517 |
| 10 | 23919.11 | 0.549 |
| 11 | 21790.76 | 0.500 |
| 12 | 21944.94 | 0.504 |
| 13 | 21790.89 | 0.500 |
| 14 | 23918.80 | 0.549 |
| 15 | 22516.23 | 0.517 |
| 16-18 | 21924.47 | 0.503 |
| 19 | 21924.47 | 0.503 |
| 20 | 22063.82 | 0.506 |
| 21 | 22347.66 | 0.513 |
| 22 | 22039.23 | 0.506 |
| 23-25 | 21790.50 | 0.500 |

| CURVE DATA | | | |
|---|---|---|---|
| CURVE | Δ | RADIUS | LENGTH |
| "A" | 05°03'57" | 175.00' | 15.47' |
| "B" | 24°56'03" | 175.00' | 76.16' |
| "C" | 00°33'10" | 125.00' | 1.21' |
| "D" | 29°26'50" | 125.00' | 64.24' |
| "E" | 35°24'28" | 50.00' | 30.90' |
| "F" | 45°50'13" | 50.00' | 40.00' |
| "G" | 17°26'29" | 175.00' | 53.27' |
| "H" | 12°33'31" | 175.00' | 38.36' |
| "I" | 30°00'00" | 125.00' | 65.45' |
| "J" | 30°00'00" | 150.00' | 78.54' |
| "K" | 30°00'00" | 150.00' | 78.54' |

## INDEX TO SHEETS


SHEET 1.- HEADING INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: MAP: LOT, STREETS, AND EASEMENT LAYOUT: DESCRIPTION (METES AND BOUNDS): ENGINEER'S & SURVEYOR'S CERTIFICATION: PLAT NOTES AND RESTRICTIONS: OWNER'S ACKNOWLEDGMENT: N.A.W.S.C. CERTIFICATE, HIDALGO COUNTY R.O.W. AND HEALTH DEPT. CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE: H.C.D.D. No. 1 CERTIFICATION, HIDALGO COUNTY IRRIGATION DISTRICT No. 1 CERTIFICATION; HIDALGO COUNTY JUDGE CERTIFICATION; REVISION NOTES.

SHEET 2.- ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION), COUNTY CLERK'S RECORDING CERTIFICATE

SHEET 3.- DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION: REVISION NOTES. COUNTY CLERK'S RECORDING CERTIFICATE


SUBDIVISION PLAT OF:

# MIRAGE RANCHES SUBDIVISION

A 15.30 ACRE TRACT OF LAND BEING THE WEST 15.30 ACRES OF LOT 8, R.B. CURRY SURVEY No.3, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 23, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2419697 , OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 15.30 ACRE TRACT OF LAND BEING THE WEST 15.30 ACRES OF LOT 8, R.B. CURRY SURVEY No.3, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 23, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2419697, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A COTTON PICKER SPINDLE FOUND IN THE CENTERLINE OF CURRY ROAD FOR THE SOUTHWEST CORNER OF LOT 8 AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; NORTH, ALONG THE WEST LINE OF LOT 8, PASSING A 1/2" IRON ROD WITH CAP STAMPED 4802 FOUND AT 20.00 FEET FOR THE NORTH RIGHT OF WAY LINE OF CURRY ROAD, PASSING A 1/2" IRON ROD WITH CAP STAMPED 4856 SET AT 912.00 FEET FOR THE SOUTH LINE OF A DRAIN DITCH RIGHT OF WAY, A TOTAL DISTANCE OF 979.25 FEET TO A POINT FOR THE NORTHWEST CORNER OF LOT 8 AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; EAST, ALONG THE NORTH LINE OF LOT 8 AND WITHIN SAID DRAIN DITCH RIGHT OF WAY, A DISTANCE OF 680.91 FEET TO A POINT FOR THE NORTHWEST CORNER OF THE ALBINO GARCIA, JR. TRACT (THE NORTH 5.0 ACRES OF THE EAST 20.0 ACRES OF LOT 8, R.B. CURRY SURVEY No.3, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 2799, PAGE 682, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; SOUTH, ALONG THE WEST LINE OF THE ALBINO GARCIA, JR. TRACT, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 67.25 FEET FOR THE SOUTH LINE OF SAID DRAIN DITCH RIGHT OF WAY, AND CONTINUING ALONG THE WEST LINE OF SAID ALBINO GARCIA, JR. TRACT, THE WEST LINE OF THE EVANGELINA MORENO TRACT (THE SOUTH 5.0 ACRES OF THE NORTH 10.0 ACRES OF THE EAST 20.0 ACRES OF LOT 8, R.B. CURRY SURVEY NO.3, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 2973, PAGE 062, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), AND THE WEST LINE OF THE AMBROSIO GONZALEZ TRACT (THE WEST 2.50 ACRES OF THE SOUTH 10.0 ACRES OF THE EAST 20.0 ACRES OF LOT 8, R.B. CURRY SURVEY No.3, ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 2548, PAGE 56, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), PASSING A 1/2" IRON ROD WITH CAP STAMPED 4802 FOUND AT 959.25 FEET FOR THE NORTH RIGHT OF WAY LINE OF CURRY ROAD, A TOTAL DISTANCE OF 979.25 FEET TO A COTTON PICKER SPINDLE SET ON THE SOUTH LINE OF LOT 8 AND IN THE CENTERLINE OF CURRY ROAD FOR THE SOUTHWEST CORNER OF THE AMBROSIO GONZALEZ TRACT AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; WEST, ALONG THE SOUTH LINE OF LOT 8 AND THE CENTERLINE OF CURRY ROAD, A DISTANCE OF 680.91 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.30 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH CURRY ESTATES PHASE I, RECORDED IN VOLUME 34, PAGE 175A, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.

STATE OF TEXAS · ALFONSO QUINTANILLA · 4856 · REGISTERED PROFESSIONAL LAND SURVEYOR

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

3-19-13
DATE

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, RICHARD A. GARZA, PRESIDENT OF BIC DEVELOPMENT CORP. AS OWNER OF OF THE 15.30 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED MIRAGE RANCHES SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

RICHARD A. GARZA
PRESIDENT OF BIC DEVELOPMENT CORP.
3910 W. FREDDY GONZALEZ DR.
EDINBURG, TEXAS. 78539.

10-9-13
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared RICHARD A. GARZA, PRESIDENT OF BIC DEVELOPMENT CORP., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and considerations therein stated.

Given under my hand and seal of office this 9th day of October, 2013.

LILIA A. QUINTANILLA · Notary Public, State of Texas · My Commission Expires July 23, 2016

LILIA A. QUINTANILLA- NOTARY PUBLIC

HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION. ALSO THERE WILL NOT BE ANY PERMANENT STRUCTURES ON THE DISTRICT RIGHT-OF WAYS AND/OR EASEMENTS.

THIS PLAT APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 ON THIS THE 17th DAY OF October, 2013.

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON H.C.I.D. NO. 1 RIGHT-OF-WAY OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE H.C.I.D. NO. 1

PRESIDENT

SECRETARY

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the MIRAGE RANCHES SUBDIVISION, was reviewed and approved by the Hidalgo County Commissioners Court on _____.

Hidalgo County Judge — Date

ATTEST:
Hidalgo County Clerk — Date

NOTE:
HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS CODE No. 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

## PLAT NOTES AND RESTRICTIONS:

1.- FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "AH"
FLOOD DEPTHS OF 1 TO 3 FEET (USUALLY ARES OF PONDING); BASE FLOOD ELEVATIONS DETERMINED. (BASE FLOOD ELEVATIONS-75.00)
&
FLOOD ZONE DESIGNATION: ZONE "X" (SHADED)
AREAS OF 500-YEAR FLOOD, AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREA PROTECTED BY LEVEES FROM 100-YEAR FLOOD.
COMMUNITY-PANEL NUMBER 480334 0325 D
MAP REVISED: MAY 17, 2001 (LOMR)
THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN. C.P.N. 480334 0325 D EFECTIVE DATE: MAY 17, 2001 (LOMR), OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTIFIES NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOODPLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2.- MINIMUM BUILDING SETBACK LINES:
FRONT (LOTS 1-4, 20 & 21): 25.00 FEET
FRONT (LOTS 5-19): 35.00 FEET
FRONT (LOTS 22-25): 40.00 FEET FOR LOTS FRONTING CURRY ROAD.
REAR: 15.00 FEET OR EASEMENT, WHICHEVER IS GREATER
SIDE: 6.00 FEET OR EASEMENT, WHICHEVER IS GREATER
CORNER SIDE: 10.00 FEET OR EASEMENT, WHICHEVER IS GREATER

3.- GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON LOTS 1 THROUGH 25. NO COMMERCIAL USE SHALL BE ALLOWED. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4.- MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CENTERLINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY FRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5.- BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No. 1 ELEVATION= 76.60 LOCATED ON COTTON PICKER SPINDLE FOUND 20.0' AT THE SOUTHWEST CORNER OF THIS SUBDIVISION. NAVD 88 DATUM.
B.M. NO. 2 ELEVATION= 74.05 LOCATED ON 1/2" IRON ROD SET IN CONC. W/ DISK ON THE NORTHWEST CORNER OF LOT 19. N.A.V.D. 88 DATUM

6.- DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 41,854.46 CUBIC -FEET ( 0.96 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: SEE DRAINAGE REPORT ON SHEET No.3.

7.- LEGEND ● - DENOTES 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856, UNLESS OTHERWISE NOTED.

8.- EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

9.- ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFIY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

10.- NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

11.- ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE SOIL EVALUATOR HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

RICHARD A. GARZA
PRESIDENT OF BIC DEVELOPMENT CORP.

12.- THE OWNER & SUBDIVIDER OF MIRAGE RANCHES SUBDIVISION RETAINS AN BLANKET EASEMENT UPON EACH LOT FOR THE PURPOSES OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

13.- THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.

14.- THERE IS A 40.0' SWALE EASEMENT ALONG THE NORTH SIDE OF LOTS 10 THROUGH 14. NO CONSTRUCTION WILL BE ALLOWED WITHIN THIS EASEMENT.

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF (MIRAGE RANCHES SUBDIVISION) WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____.

HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF (MIRAGE RANCHES SUBDIVISION) WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____.

ENVIRONMENTAL HEALTH DIVISION MANAGER — DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

STATE OF TEXAS · ALFONSO QUINTANILLA · 95534 · LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 95534

9-30-13
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 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 9th day of October 2013

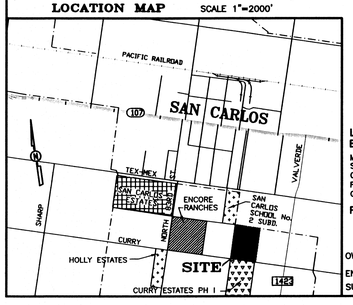
RICHARD A. GARZA
PRESIDENT OF BIC DEVELOPMENT CORP.
3910 W. FREDDY GONZALEZ DR.
EDINBURG, TEXAS. 78539.

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

**LOCATION MAP** SCALE 1"=2000'




**LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:**

MIRAGE RANCHES SUBDIVISION, IS LOCATED IN MIDDLE OF HIDALGO COUNTY ABOUT 889.66 FEET WEST OF VAL VERDE ROAD AND NORTH SIDE OF CURRY ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 77,100). MIRAGE RANCHES SUBDIVISION, LIES APPROXIMATELY 3.35 MILES FROM THE CITY LIMITS AND IT IS NOT WITHIN THE CITY'S THREE-MILE EXTRA-TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021. IT LIES IN PCT. 4

**PRINCIPAL CONTACTS:**

| | Name | Address | City & Zip | Phone | Fax |
|---|---|---|---|---|---|
| OWNER: | RICHARD A. GARZA PRESIDENT OF BIC DEVELOPMENT CORP. | 3910 W. FREDDY GONZALEZ DR. | EDINBURG, TX 78539 | (956)383-6295 | (956)381-9221 |
| ENGINEER: | ALFONSO QUINTANILLA | 124 E. STUBBS | EDINBURG, TX 78539 | (956)381-6480 | (956)381-0527 |
| SURVEYOR: | ALFONSO QUINTANILLA | 124 E. STUBBS | EDINBURG, TX 78539 | (956)381-6480 | (956)381-0527 |

**REVISION NOTES**

| No. | Sheet | REVISION | Date | Approved |
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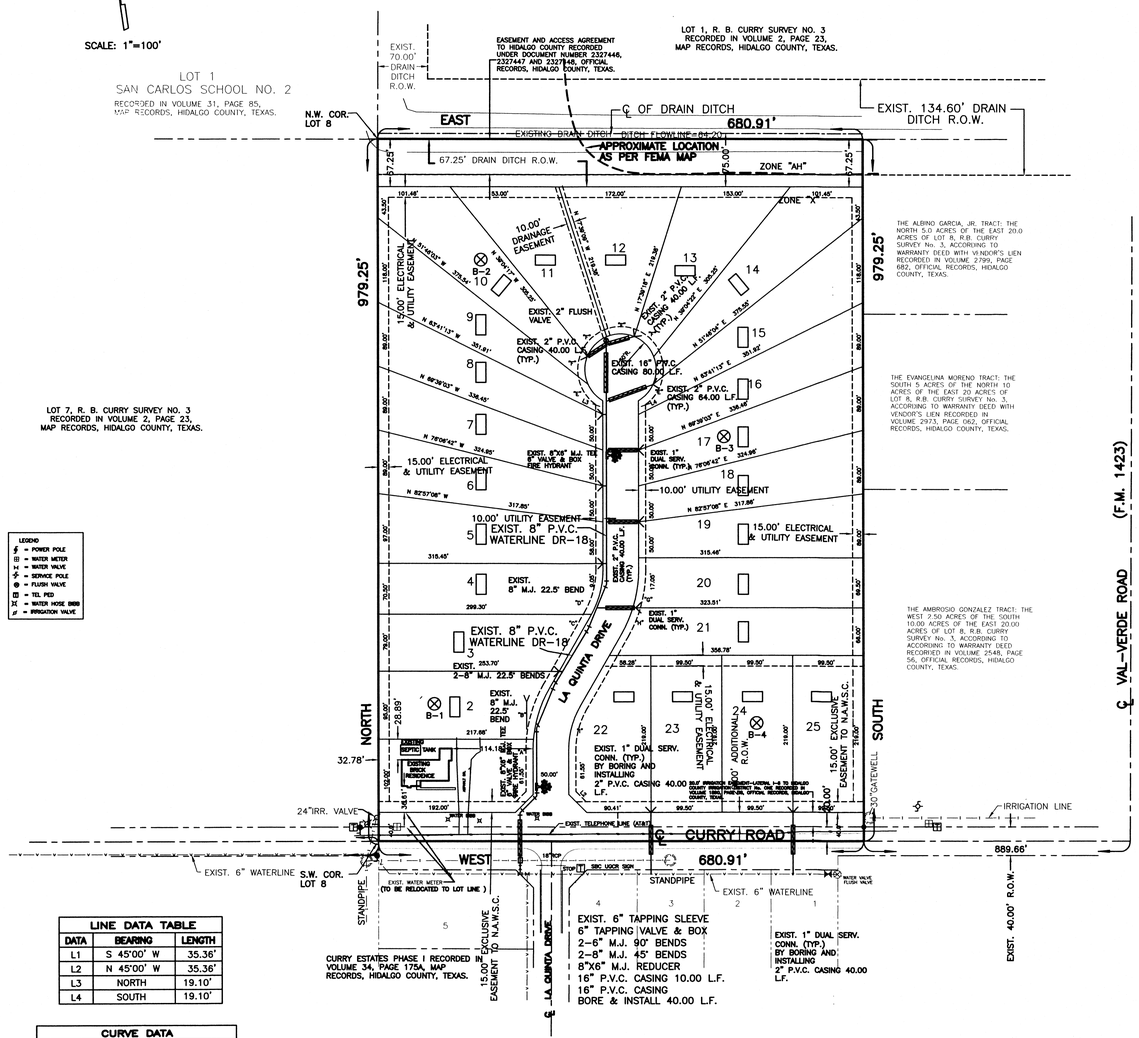
QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00
LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

| SHEET NO. 1 OF 3 SHEETS | FILENAME : F:\DATA\SUBDIVS\HIDALGO CO.\MIRAGE RANCHES SUBDIVISION\PLAT | | | |
|---|---|---|---|---|
| | DATE PREPARED | PREPARED BY | CHECKED BY | APPROVED BY |
| | MARCH 19, 2013 | LG | | |
| | DATE REVISED | REVISED BY | CHECKED BY | APPROVED BY |

# MIRAGE RANCHES SUBDIVISION

A 15.30 ACRE TRACT OF LAND BEING THE WEST 15.30 ACRES OF LOT 8, R.B. CURRY SURVEY No.3, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 23, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1659098, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

## MAP OF WATER DISTRIBUTION SYSTEM/ MAPA DE DISTRIBUCION DE AGUA




LEGEND
- ⌀ = POWER POLE
- WM = WATER METER
- ⋈ = WATER VALVE
- ⌀ = SERVICE POLE
- ● = FLUSH VALVE
- TP = TEL PED
- WH = WATER HOSE BIBB
- ⌀ = IRRIGATION VALVE

| LINE DATA TABLE | | |
|---|---|---|
| DATA | BEARING | LENGTH |
| L1 | S 45°00' W | 35.36' |
| L2 | N 45°00' W | 35.36' |
| L3 | NORTH | 19.10' |
| L4 | SOUTH | 19.10' |

| CURVE DATA | | | |
|---|---|---|---|
| CURVE | Δ | RADIUS | LENGTH |
| "A" | 05°03'57" | 175.00' | 15.47' |
| "B" | 24°56'03" | 175.00' | 76.16' |
| "C" | 00°33'10" | 125.00' | 1.21' |
| "D" | 29°26'50" | 125.00' | 64.24' |
| "E" | 35°24'28" | 50.00' | 30.90' |
| "F" | 45°50'13" | 50.00' | 40.00' |
| "G" | 17°26'29" | 175.00' | 53.27' |
| "H" | 12°33'31" | 175.00' | 38.36' |
| "I" | 30°00'00" | 125.00' | 65.45' |
| "J" | 30°00'00" | 150.00' | 78.54' |
| "K" | 30°00'00" | 150.00' | 78.54' |

## FINAL ENGINEERING REPORT FOR MIRAGE RANCHES SUBDIVISION
BY ALFONSO QUINTANILLA, P.E.

### WATER SUPPLY: Description, Costs, and Operability date
### BY ALFONSO QUINTANILLA, P.E.

MIRAGE RANCHES SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY THE NORTH ALAMO WATER SUPPLY CORPORATION "N.A.W.S.C.". THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO THE FULL DEVELOPMENT OF THIS SUBDIVISION. N.A.W.S.C. HAS AN EXISTING 6" DIAMETER WATERLINE RUNNING ON THE SOUTH SIDE OF CURRY ROAD.

THE WATER SYSTEM FOR MIRAGE RANCHES SUBDIVISION CONSISTS OF EXISTING 6" DIAMETER WATERLINE AND A PROPOSED 8" DIAMETER WATERLINE THAT TAPS INTO THE SAID EXISTING 6" WATERLINE. THE PROPOSED 8" DIAMETER WATERLINE RUNS NORTH ALONG THE WEST SIDE OF PROPOSED AVENUE ENDING WITH A 2" FLUSH VALVE NEAR LOT 9.

FROM THE EXISTING 8" WATERLINE AND THE PROPOSED 8" WATERLINES TWELVE (12) 1" DUAL WATER SERVICES RUN TO PAIRS OF LOTS BEFORE SPLITTING INTO TWO (2) 1" DIAMETER SINGLE SERVICES. LOT 1 IS SEVICED BY AN EXISTING NAWSC WATER METER.

THE 8" LINE, THE DUAL SERVICES AND 3/4" SINGLE SERVICES, AND THE METER BOXES WILL BE INSTALLED, AT A TOTAL COST OF $ 43,580.00 OR $ 1,743.20 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $ 23,150.00 OR $ 926.00 PER LOT, WHICH COVERS THE $ COST PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, WATER RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C. UPON REQUEST BY THE LOT OWNER. N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

### SEWAGE FACILITIES: Description, Costs, and Operability Date

SEWAGE FROM MIRAGE RANCHES SUBDIVISION, WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAINFIELD ON EACH LOT. THE SITE EVALUATOR (LICENSE NUMBER OS 12258) HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. HIGHLIGHTS OF THE REPORT ARE AS FOLLOWS: AND THE DRAINAGE EASEMENTS.

EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE. THE UNITED STATES OF AGRICULTURE SOIL CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A SANDY CLAY LOAM. THE SITE EVALUATOR (LICENSE NUMBER OS 12258) HAD FOUR TEST BORINGS MADE AT OPPOSITE AREAS OF THE SUBDIVISION AT THE CENTERS OF LOTS 2, 10, 17 AND 24 (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMITED AREA.) THE SOIL REPORT AS PREPARED BY THE SITE EVALUATOR (LICENSE NUMBER OS 12258) INDICATES A UNIFORM SANDY CLAY LOAM (WITH TEXURE CLASS III) EXTENDING MORE THAN 24" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL, THE 10-YEAR FLOODPLAIN BEING CONTAINED WITHIN THE STREET AND THE DRAINAGE EASEMENTS.

THE ESTIMATED COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $ 1,500.00, 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 $ 36,000.00. 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 $ 66,730.00 WHICH EQUALS TO $ 2,669.20 PER LOT.

**SEWAGE FACILITIES**– SEPTIC SYSTEM IS ESTIMATED TO COST $ 1,500.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $ 36,00.00 FOR THE ENTIRE SUBDIVISION. LOT 1 IS SERVICED BY AN EXISTING SEPTIC TANK

STATE OF TEXAS · ALFONSO QUINTANILLA · 95534 · LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 95534

11-5-13
DATE

### SUBDIVIDER CERTIFICATION

1.– BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND, (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE BY STATE AND COUNTY REGULATIONS.

### SUBDIVIDER STATEMENT:

1.– I (WE), RICHARD A. GARZA SUBDIVIDERS OF MIRAGE RANCHES SUBDIVISION HEREBY CERTIFY SEWER PERMITS WILL BE PAID AND COPIES OF RECEIPTS WILL BE ON FILE WITH THE HIDALGO COUNTY PLANNING DEPARTMENT; THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS TO THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

11-5-13
DATE

RICHARD A. GARZA
PRESIDENT OF BIC DEVELOPMENT CORP.
3910 W. FREDDY GONZALEZ DR.
EDINBURG, TEXAS. 78539.

STATE OF TEXAS
COUNTY OF HIDALGO

**BEFORE ME**, the undersigned notary public, on this day personally appeared RICHARD A. GARZA PRESIDENT OF BIC DEVELOPMENT CORP. 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 November, 2013.

LILIA A. QUINTANILLA · Notary Public, State of Texas · My Commission Expires July 23, 2016

LILIA A. QUINTANILLA– NOTARY PUBLIC

### COST ESTIMATE

| | |
|---|---|
| WATER DISTRIBUTION: | $ 43,580.00 |
| PAVING IMPROVEMENTS: | $ 37,100.00 |
| DRAINAGE IMPROVEMENTS: | $ 62,055.00 |
| SEPTIC TANK (OSSF): | $ 36,000.00 |

## REPORTE FINAL DE INGENIERIA PARA LA SUBDIVISION DE MIRAGE RANCHES SUBDIVISION:
BY ALFONSO QUINTANILLA, P.E.

### PROVISION DE AGUA: Descripcion, Gastos, y Fecha de Incio

LA SUBDIVISION MIRAGE RANCHES SUBDIVISION, RECIBIRA SU PROVISION DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (LA COMPAÑIA DE AGUA DE NORTH ALAMO) ("N.A.W.S.C."). EL DUEÑO DE LA SUBDIVISION Y LA COMAÑIA N.A.W.S.C. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISION RECIBIRA SU PROVISION DE AGUA POR LOS PROXIMOS 30 AÑOS. N.A.W.S.C. TENDRA QUE REPRESENTAR DOCUMENTACION PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISION. N.A.W.S.C. TIENE UNA LINEA EXISTENTE DE 8 PULGADAS DE DIAMETRO QUE CORRE POR EL LADO SUR DE LA CALLE CURRY ROAD .

EL SISTEMA DE PROVISION DE AGUA PARA LA MIRAGE RANCHES SUBDIVISION CONSISTE DE UNA LINEA EXISTENTE DE 8 PULGADAS DE DIAMETRO Y UNA LINEA PROPUESTA DE 8 PULGADA DE DIAMETER. LA LINEA PROPUESTA DE 8 PULGADA DE DIAMETRO CORRE NORTE POR EL LADO OESTE DE LA CALLE PROPUESTA AVENUE TERMINANDO CON UNA VULVA DE 2 PULGADAS CERCA DE LOTE 9.

DE LAS LINEAS EXISTENTE 6 PULGADAS Y PROPUESTA DE 8 PULGADAS DE DIAMETRO DOCE (12) CONDUCTOS DOBLES DE 1 PULGADA DE DIAMETRO, QUE SE DIVIDEN EN DOS LINEAS DE 1 PULGADA Y UNO (1) LINEAS DE 3/4 DE PULGADA QUE CORREN HACIA LOS MEDIDORES DE AGUA DE LOS LOTES.

LA LINEA PROPUESTA DE 8 PULGADS, LOS SERVICIOS DOBLES DE 1 PULGADA Y LOS SERVICIOS SIMPLES HAN SIDO INSTALADOS A UN COSTO TOTAL DE US$ 43,580.00 O US$ 1,743.20 POR LOTE. EL DUEÑO DE LA SUBDIVISION HA TAMBIEN PAGADO US$ 23,150.00 O US$ 926.00 POR LOTE A N.A.W.S.C. PEL COSTO DE LA INSTALACIÓN 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. LOTE 1 ESTA SERVIDO POR UN MEDIDOR EXISTENTE.

### DRENAJE: Descripcion, Gastos y Fecha de Inicio

EL DRENAJE DE MIRAGE RANCHES SUBDIVISION, TENDRA FOSAS SEPTICAS INDIVIDUALES (OSSF) CONSISTIENDO EN UN DISEÑO NORMAL, CON DOBLE COMPARTIMIENTO DE FOSA SEPTICA (OSSF) Y UN CAMPO DE DRENAJE EN CADA SOLAR. EL EVALUADOR (LIC# OS 12258) DE ENSUCIE HA INSPECCIONADO, EVALUADO Y REPORTADO QUE LA UBICACION DE LA SUBDIVISION ES CONVENIENTE PARA FOSAS SEPTICAS (OSSF). EL REPORTE FUE EXAMINADO Y APROBADO POR EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO.

CADA SOLAR EN LA SUBDIVISION MIDE MEDIO ACRE DE TAMAÑO. EL LIBRO DE SERVICIOS Y CONSERVACION DEL SUELO DEL DEPARTAMENTO DE AGRICULTURA DE LOS ESTADOS UNIDOS (USDA) INDICA UNA MEZCLA DE BARRO ARENOSO. EL EVALUADOR (LIC# OS 12258) HIZO CUATRO (4) PRUEBAS CON AGUJEROS EN EL CENTRO DE LOS LOTES 2, 10, 17 Y 24 (PRUEBAS ADICIONALES NO FUERON NECESARIAS PORQUE EL SUELO ES MUY UNIFORME DENTRO DEL AREA DELIMITADA). EL SUELO ES UNIFORME, DE BARRO ARENOSO (CON TEXTURA CLASE III) EXTENDIDO A MAS DE 24 PULGADAS BAJO EL FONDO DE CUALQUIER EXCAVACION POR EL EVALUADOR (LIC# OS 12258). NO HAY PRESENCIA DE AGUA SUBTERRANEA BAJO LA CAPA DE 24 PULGADAS DE FONDO DE LAS EXCAVACIONES.

EL COSTO ESTIMADO PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR SON US$ 1,500.00, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS NINGUNA FOSA SÉPTICA HA SIDO INSTALADA EN EL PROCESO DE LA APROBACIÓN FINAL.

CON EL ARCHIVAMIENTO DEL PLAN FINAL, EL DUEÑO DE LA SUBDIVISIÓN PROPORCIONARA UNA GARANTÍA FINANCIERAS ADECUADAS CON DESEMPEÑO EN FORMA DE UN CHEQUE PERSONAL REPRESENTANDO UN "DEPOSITO EN EFECTIVO" OBTENIDO POR EL CONDADO DE HIDALGO EN LA CANTIDAD DE US$ 36,000.00, QUE ES EL COSTO TOTAL ESTIMADO PARA INSTALAR UN SISTEMA DE FOSA SÉPTICAS EN CADA TERRENO. EL DUEÑO DE LA SUBDIVISIÓN INCLUIRA 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. LOTE 1 ESTA SERVIDO POR UNA OSSF EXISTENTE.

### 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$ 66,730.00 LO CUAL EQUIVALE A US$ 2,669.20 POR LOTE. EL DUENO DE LA SUBDIVISION HA TAMBIEN PAGADO $ 0.00 A N.A.W.S.C. LOTE 1 ESTA SERVIDO POR UN MEDIDOR EXISTENTE.

**DRENAJE:** SE ESTIMA QUE LA FOSAS SEPTICAS COSTARAN US$ 1,500.00 A UN COSTO TOTAL DE US$ 36,000.00 PARA TODA LA SUBDIVISION. LOTE 1 ESTA SERVIDO POR UNA OSSF EXISTENTE

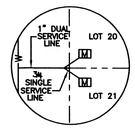
STATE OF TEXAS · ALFONSO QUINTANILLA · 95534 · LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 95534

11-5-13
DATE

B-5 ⊗ BORINGS · SEPTIC TANK · WM WATER METER BOX · 8" WATER SUPPLY LINE · SERVICE LINES

B-5 ⊗ POZOS · FOSAS SEPTICAS · WM CAJA DE MEDIDOR DE AGUA · 8" LINEA DE AGUA · LINEAS DE SERVICIOS







THE COUNTY OF HIDALGO · TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

### REVISION NOTES

| No. | Sheet | REVISION | Date | Approved |
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QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00


SHEET NO. 2 OF 3 SHEETS

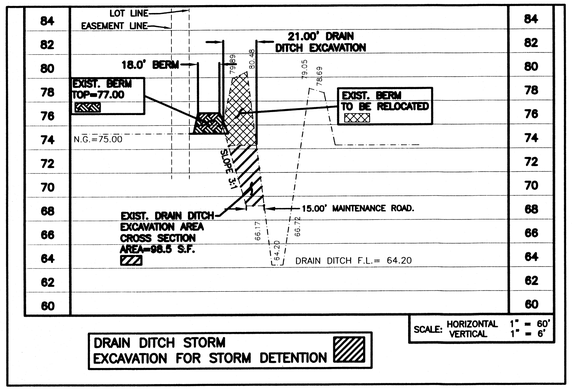
FILENAME : F:\DATA\SUBD\HIDALGO CO\MIRAGE RANCHES SUB\MIRAGE-BPLATS

| DATE PREPARED | PREPARED BY | CHECKED BY | APPROVED BY |
|---|---|---|---|
| 4-2-2013 | LG | | |
| DATE REVISED | | CHECKED BY | APPROVED BY |
| | | | |

# MIRAGE RANCHES SUBDIVISION

A 15.30 ACRE TRACT OF LAND BEING THE WEST 15.30 ACRES OF LOT 8, R.B. CURRY SURVEY No.3, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 23, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1659098, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

## MAP OF TOPOGRAPHY AND DRAINAGE / MAPA DE TOPOGRAFIA Y DRENAJE




### CROSS SECTION A-A DETAIL

LEGEND
- ⊕ = POWER POLE
- WM = WATER METER
- WV = WATER VALVE
- ⊕ = SERVICE POLE
- FV = FLUSH VALVE
- TEL PED
- WH = WATER HOSE BIBB
- IV = IRRIGATION VALVE

LOT 1
SAN CARLOS SCHOOL NO. 2
RECORDED IN VOLUME 31, PAGE 85, MAP RECORDS, HIDALGO COUNTY, TEXAS.

EASEMENT AND ACCESS AGREEMENT TO HIDALGO COUNTY RECORDED UNDER DOCUMENT NUMBER 2327446, 2327447 AND 2327448, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

LOT 1, R. B. CURRY SURVEY NO. 3 RECORDED IN VOLUME 2, PAGE 23, MAP RECORDS, HIDALGO COUNTY, TEXAS.

APPROXIMATE LOCATION AS PER FEMA MAP

EXIST. 70.00' DRAIN DITCH R.O.W.

21.00' DRAIN DITCH EXCAVATION

EXIST. RIP-RAP FL=66.25

EAST

N.W. COR. LOT 8

EXIST. RAMP

C OF DRAIN DITCH

680.91'

EXIST. 134.60' DRAIN DITCH R.O.W. SCHUNIOR DRAIN

80.00'

PROP. RAMP

FND. 1/2" IRON ROD W/CAP STAMPED 4802

24"IRR. VALVE

FND. C.P.S. S.W. COR. LOT 8

STANDPIPE

NORTH

WEST

SOUTH

C CURRY ROAD

889.66'

EXIST. 40.00' R.O.W.

EXIST. 20' PAVEMENT

C VAL-VERDE ROAD (F.M. 1423)

EXIST. 18.00' BERM

EXIST. 18" R.C.P. W/ SAFETEY END TREATMENTS 64.00 LF. F.L.=

EXIST. REGRADE ROAD SIDE DITCH

EXIST. 30' B-B

EXIST. 32.00' B-B

EXIST. 20.00' B-B

EXIST. ONE-STORY BRICK RESIDENCE

EXIST. YELLOW TELEPHONE LINE (AT&T)

IRRIGATION LINE

ZONE "AH"

ZONE "X"

979.25'

15.00' ELECTRICAL & UTILITY EASEMENT

180.00' DRAINAGE EASEMENT

"B-B"

EXIST. 15" R.C.P. STORM SEWER 400.0 L.F. S=0.25%

TYPE "A" INLET TOP=74.70 FL=70.60 INV NORTH FL=67.25

EXIST. 18" R.C.P. STORM SEWER 32.0 L.F.

TYPE "A" INLET TOP=74.70 FL=70.70

10.00' UTILITY EASEMENT

15.00' ELECTRICAL & UTILITY EASEMENT

HOG-WIRE FENCE

PLASTIC FENCE

LA QUINTA DRIVE

R20.00'

R134.00'

R175.00'

R125.00'

R50.00'

15.00' EXCLUSIVE EASEMENT TO N.A.W.S.C.

20.00' ADDITIONAL R.O.W.

30' IRRIGATION EASEMENT-LATERAL 1-8 TO HIDALGO COUNTY IRRIGATION DISTRICT No. ONE RECORDED IN VOLUME 1950, PAGE 29, OFFICIAL RECORDS HIDALGO COUNTY, TEXAS.

LOT 7, R. B. CURRY SURVEY, NO. 3 RECORDED IN VOLUME 2, PAGE 23, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE ALBINO GARCIA, JR. TRACT: THE NORTH 5.0 ACRES OF THE EAST 20.0 ACRES OF LOT 8, R.B. CURRY SURVEY No. 3, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 2799, PAGE 682, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

THE EVANGELINA MORENO TRACT: THE SOUTH 10.00 ACRES OF THE NORTH 110 ACRES OF THE EAST 20 ACRES OF LOT 8, R.B. CURRY SURVEY No. 3, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 2793, PAGE 1, RECORDED IN VOLUME 2793, PAGE 1, RECORDED IN, HIDALGO COUNTY, TEXAS.

THE AMBROSIO GONZALEZ TRACT: THE WEST 2.50 ACRES OF THE SOUTH 10.00 ACRES OF THE EAST 20.00 ACRES OF LOT 8, R.B. CURRY SURVEY No. 3, ACCORDING TO ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 2548, PAGE 56, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

CURRY ESTATES PHASE I RECORDED IN VOLUME 34, PAGE 175A, MAP RECORDS, HIDALGO COUNTY, TEXAS.

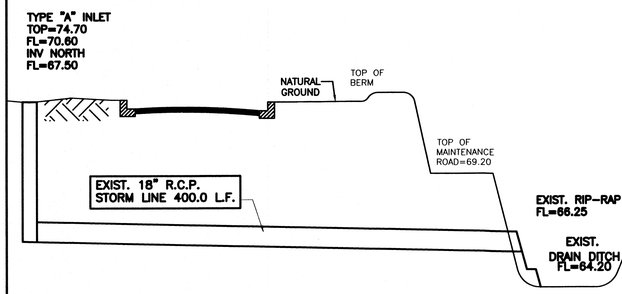
SCALE: 1"=100'

### LINE DATA TABLE

| DATA | BEARING | LENGTH |
|---|---|---|
| L1 | S 45°00' W | 35.36' |
| L2 | N 45°00' W | 35.36' |
| L3 | NORTH | 19.10' |
| L4 | SOUTH | 19.10' |

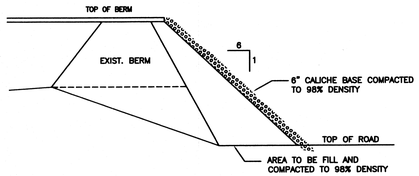
### CURVE DATA

| CURVE | Δ | RADIUS | LENGTH |
|---|---|---|---|
| "A" | 05°03'57" | 175.00' | 15.47' |
| "B" | 24°56'03" | 175.00' | 76.16' |
| "C" | 00°33'10" | 125.00' | 1.21' |
| "D" | 29°26'50" | 125.00' | 64.24' |
| "E" | 35°24'28" | 50.00' | 30.90' |
| "F" | 45°50'13" | 50.00' | 40.00' |
| "G" | 17°26'29" | 175.00' | 53.27' |
| "H" | 12°33'31" | 175.00' | 38.36' |
| "I" | 30°00'00" | 125.00' | 65.45' |
| "J" | 30°00'00" | 150.00' | 78.54' |
| "K" | 30°00'00" | 150.00' | 78.54' |



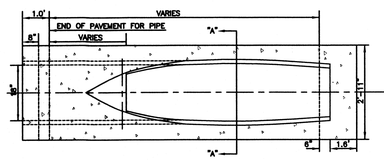

### DRAIN DITCH CROSS SECTION "A-A"

NOT TO SCALE

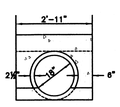



### RAMP DRIVE SECTION

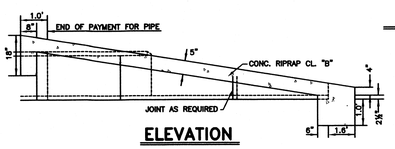
N.T.S.




### PLAN



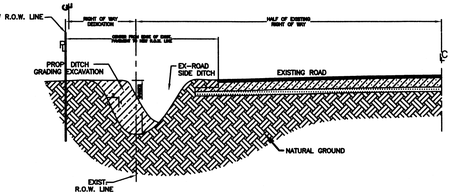

### "A-A"




### ELEVATION

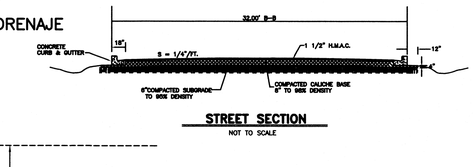
### SAFETY END TREATMENT

NOT TO SCALE



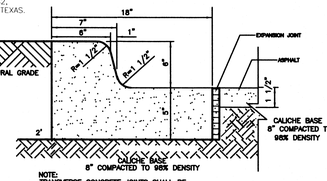

### RECONSTRUCTION OF ROAD SIDE DITCH

NOT TO SCALE



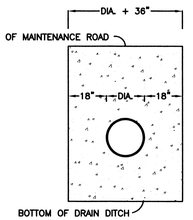

### STREET SECTION

NOT TO SCALE

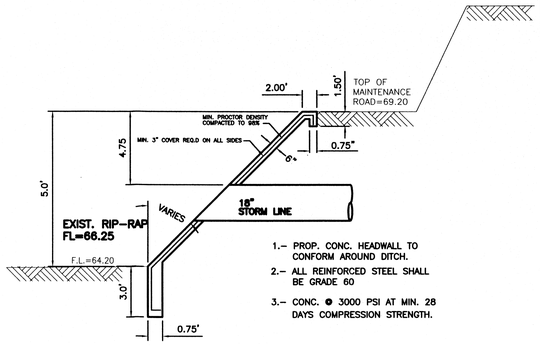



### INTEGRAL CURB & GUTTER

NOT TO SCALE




### ELEVATION VIEW



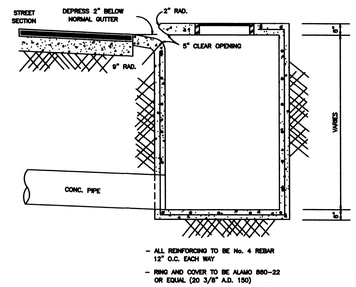

1.- PROP. CONC. HEADWALL TO CONFORM AROUND DITCH.

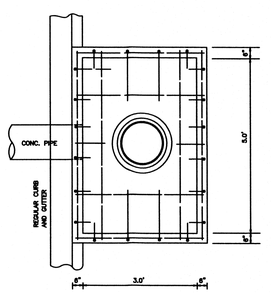
2.- ALL REINFORCED STEEL SHALL BE GRADE 60

3.- CONC. @ 3000 PSI AT MIN. 28 DAYS COMPRESSION STRENGTH.

### STORM DISCHARGE STRUCTURE

NOT TO SCALE




### TYPE "A" INLET DETAIL

NOT TO SCALE

### COST ESTIMATE

| | |
|---|---|
| WATER DISTRIBUTION: | $ 43,580.00 |
| PAVING IMPROVEMENTS: | $ 37,100.00 |
| DRAINAGE IMPROVEMENTS: | $ 62,055.00 |
| SEPTIC TANK (OSSF): | $ 36,000.00 |

FLOW DIRECTION OF WATER

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

## DRAINAGE REPORT FOR MIRAGE RANCHES SUBDIVISION

Mirage Ranches Subdivision is a 15.30 acre tract of land being the west 15.30 acres of lot 8, R.B. Curry Survey No. 3, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 2, Page 23, Map Records, Hidalgo County, Texas and Warranty Deed with Vendor's Lien recorded under County Clerk's Document number 1659098, Official Records, Hidalgo County, Texas. This property is outside of the ETJ limits of Edinburg, TX and within Precinct No. 4 limits. This subdivision is located approximately 2,700 feet south of S.H. 107 and about 889.66 feet west of Val Verde Road on the north side of Curry Road. The site is currently open agricultural land. The proposed subdivision will consist of 25 residential lots.

The tract is Zone "X" (shaded) and "AH" (The BFE determined by FEMA of 75.00) as per FEMA Flood Insurance Rate Map, Community Panel No. 480334 0325 D, dated on June 6, 2000 and L.O.M.R. May 17, 2001. A letter of map revision based on fill (LOMR-F) will submitted to FEMA for removal from zone "AH".

The majority of the soil is Sandy Clay Loam and Clay Loam. This soil is well drained. Surface runoff is medium. Permeability is moderate. Plasticity Index has a range of 11-23. See attached Soil Survey of Hidalgo County, Texas tables.

Presently, the site has minimal runoff. The existing runoff for the proposed subdivision is Q= 5.62 cubic feet per second. The runoff calculation is based on 15.30 acres.

After development the runoff will be Q= 19.47 cubic feet per second based on a 10-year storm for an increase of Q= 13.85 cubic feet per second. Detention will be 41,854.46 cubic feet (0.96 acre feet) in accordance with the County's drainage requirements. Excess runoff and runoff created by this new development will be directed onto a proposed storm sewer system consisting of 18" RCP pipes and Type "A" inlets. The existing drainage ditch located on the north side of the development will be excavated (widened) as proposed by HCDD #1 plans, however, in addition the developer will also widen the ditch to accommodate more than the required calculated detention.

THE COUNTY DRAINAGE DITCH FLOWS EASTERLY. THE DRAINAGE DITCH CARRIES WATER EASTWARD WHERE IT EMPTIES INTO LAGUNA MADRE. THE 10 YEAR FLOOD IS CONTAINED WITHIN THE RIGHT-OF-WAY OF STREET AND WITHIN THE DRAINAGE SWALES OF THE SUBDIVISION AS SHOWN BELOW. A RESTRICTIVE COVENANT (SET OUT ON SHEET 1 UNDER PLAT NOTES AND RESTRICTIONS) PROHIBITS THE CONSTRUCTION OF RESIDENTIAL HOUSING IN ANY AREA OF THE SUBDIVISION THAT IS IN A FLOODPLAIN UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968. AS FURTHER NOTED ON SHEET 1, THE FINISHED FLOOR ELEVATION OF EACH HOUSE IS REQUIRED TO BE AT LEAST 18 INCHES ABOVE THE TOP OF THE AVERAGE HEIGHT OF THE CURB IN FRONT OF THE LOT. THESE MEASURES PROVIDE POSITIVE DRAINAGE AWAY FROM ALL BUILDINGS, AVOID CONCENTRATING RUNOFF ONTO OTHER LOTS, AND COORDINATE INDIVIDUAL LOT DRAINAGE WITH THE GENERAL STORM DRAINAGE PATTERN FOR THE AREA.

THE MAP BELOW ILLUSTRATES THE FLOW PATTERNS FOR THE RUNOFF.

### CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100-YEAR FLOODPLAIN FOR ZONE "X" (AREA OF 500-YEAR FLOOD: AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE: AND AREA PROTECTED BY LEVEES FROM 100-YEAR FLOOD) AND FLOOD ZONE DESIGNATION: ZONE "AH" FLOOD DEPTHS OF 1 TO 3 FEET (USUALLY AREAS OF PONDING); BASE FLOOD ELEVATIONS DETERMINED, 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

11-5-13
DATE


QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00

LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM


| SHEET NO. 3 OF 3 SHEETS | FILENAME = F:\DATA\SUBD\HIDALGO CO\MIRAGE RANCHES SUB\MIRAGE-BPLATS | | | |
|---|---|---|---|---|
| | DATE PREPARED | PREPARED BY | CHECKED BY | APPROVED BY |
| | 4-1-2013 | LG | | |
| | 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:** 12-03-2013

PROPOSED A & V SUBDIVISION, PRECINCT No. 4 .

ENGINEER: RODRIGUEZ ENGINEERING DEVELOPER: ALDO QUINTANILLA

☐ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☒ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: 1 ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: South of Alberta Road, approx. ¼ mile East of North "I" 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: ON 04-08-13 PROPERTY LIES WITHIN FLOOD ZONE: "B" AS PER FEMA.

DRAINAGE DESIGN: Drainage will be accomplished by an onsite detention swale

ROAD R.O.W. DEDICATION: 20 feet on Aberta Road

H.C.R.O.W.APPROVED DATE: 04-15-13 : By, Joe Ochoa PCT 4 R.O.W. AGENT

H.C.H.D APPROVAL DATE: 11-15-13 by: Elizardo "Chardo" Ramos, Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: Jose Angel Gonzalez

WATER SERVICE PROVIDER: N.A.W.S.C. LINE SIZE: 2" LOCATION: South of Alberta Rd

H.C.O.E.C. APPROVED DATE: 04-12-13 .: By Martin Ramirez, Director of Office of Environmental Compliance

☒**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:*$ 1,500.00 *For:* ☒ 1 *OSSF(S)*

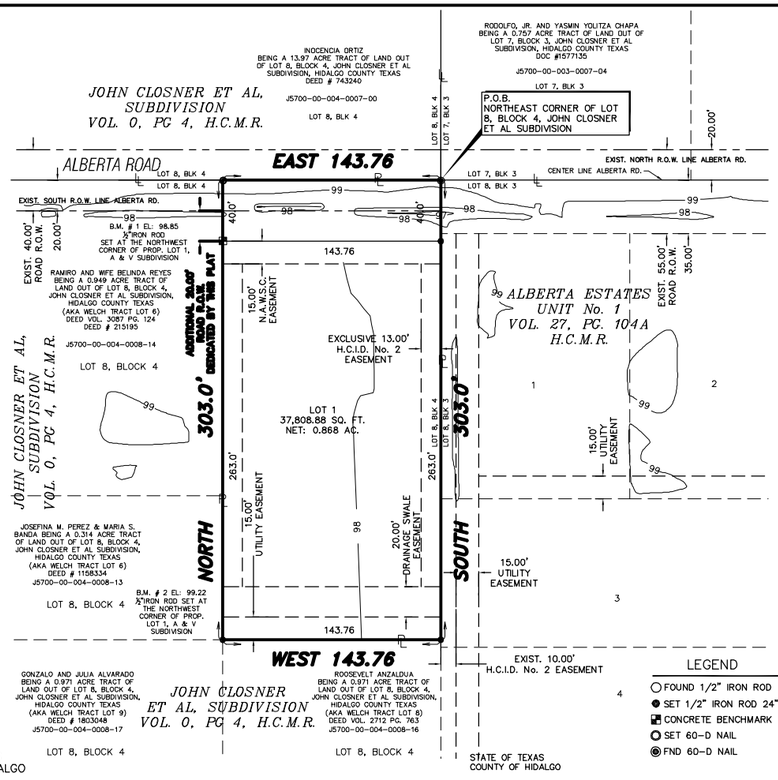
STAFF RECOMMENDS:

☐ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* _____ .

☐ **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.*




BASIS OF BEARING AS PER ALBERTA ESTATES SUBDIVISION VOL. 27, PG. 104A H.C.M.R.

SCALE" 1"= 50'

## GENERAL SUBDIVISION PLAT NOTES

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "B" COMMUNITY-PANEL NUMBER: 480334 0425 C EFFECTIVE DATE: NOVEMBER 16, 1982. AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.

2. SETBACKS:
FRONT: 50.00 FEET
REAR: 30.00 FEET OR EASEMENT WHICHEVER IS GREATER
SIDE: 6.00 FEET OR EASEMENT WHICHEVER IS GREATER

3. NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT 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 ELEVATION SHALL BE 24" ABOVE THE CENTER LINE OF STREET OR 24" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
--> B.M. NO. 1 – ELEV. 98.85 N.G.V.D. 29 DESCRIPTIONS: 2'X2' CONCRETE SLAB WITH A 1/2" SET AT THE NORTHWEST CORNER OF LOT 1, A & V SUBDIVISION.
--> B.M. NO. 2 – ELEV. 99.22 N.G.V.D. 29 DESCRIPTIONS: 1/2" IRON ROAD SET AT THE SOUTHWEST CORNER OF LOT 1, A & V SUBDIVISION.

6. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 8,408.73 CUBIC-FEET 0.193 ACRE-FEET) OF STORM WATER RUNOFF.

7. NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

8. ONCE ANNEXED OR INCORPORATED TO THE CITY OF EDINBURG CITY LIMITS, SAID PROPERTY SHALL BE SUBJECT TO CITY OF EDINBURG'S REQUIREMENTS AND SPECIFICATIONS, SUCH REQUIREMENTS MAY INCLUDE, BUT NOT LIMITED TO THE UNIFIED DEVELOPMENT CODE, SETBACK BUFFER-YARDS, FLOOR AREA RATION, LANDSCAPING SURFACE RATIO, PARKING REQUIREMENTS, FIRE PROTECTION, BUILDING PERMIT REQUIREMENTS OR ANY OTHER REQUIREMENTS.

9. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS.

10. ADDITIONAL FIRE HYDRANTS MAY BE REQUIRED AT THE BUILDING PERMIT AS PER COUNTY FIRE MARSHALL.

11. A 5.0' SIDEWALK IS REQUIRED ALONG ALBERTA ROAD ROAD AT THE BUILDING PERMIT STAGE..

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. 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 OCCUPYING AN EASEMENT.

15. ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAIN FIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

16. 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.

17. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.

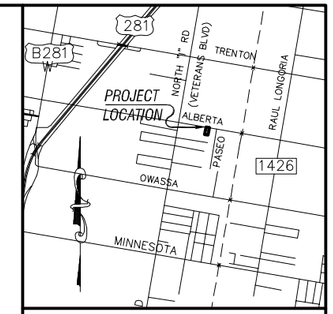
18. ALDO QUINTANILLA, THE OWNER & SUBDIVIDER OF A & V SUBDIVISION, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

19. ALL LOTS IN A & V SUBDIVISION ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN A & V SUBDIVISION TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF A & V SUBDIVISION, THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS (COUNTY), AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 ("DRAINAGE DISTRICT") MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OR ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND / OR THE DRAINAGE DISTRICT ARE ALSO ENTITLED TO RECOVER ALL ENFORCEMENT COSTS AND / OR MAINTENANCE COSTS FROM THE LOT OWNERS IN VIOLATION. IN THE EVENT THE DRAINAGE SWALES DEPICTED ON THE SUBDIVISION PLAT ARE NO LONGER NECESSARY FOR DRAINAGE OF THE LOTS COMPRISING A & V SUBDIVISION BECAUSE AN ALTERNATE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATIONS, IS FULLY OPERATIONAL AND ACTUALLY SERVICING ALL THE LOTS IN A & V SUBDIVISION , THE COUNTY AND THE DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY (AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN A & V SUBDIVISION, ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY), TO RELEASE THE DRAINAGE EASEMENT BURDENING THE DRAINAGE SWALES PURSUANT TO THIS PLAT NOTE, BY AN INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

20. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION, PRIOR TO THE ISSUANCE OF A BUILDING AND/OF DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH THE COUNTY AND STATE STANDARDS.

21. THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOW ABOVE IF IT DETERMINES AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAN PLAT ENGINEER CONSIDERED FOR THIS CALCULATIONS OF THIS SUBDIVISION.

22. A BUFFER FENCE IS REQUIRED BETWEEN COMMERCIAL AND RESIDENTIAL DEVELOPMENTS.




LOCATION MAP
SCALE: 1"= 3000'

PREPARED BY:
RODRIGUEZ ENGINEERING
CONSULTING ENGINEER & SURVEYOR
P.O. BOX 1830
EDINBURG,TEXAS 78540

DATE PREPARED: APRIL 1, 2013
DATE SURVEYED: APRIL 1, 2013

A & V SUBDIVISION IS LOCATED WITHIN HIDALGO COUNTY PRECINCT No. 4 IN THE CENTRAL AREA OF HIDALGO COUNTY, ON THE SOUTH SIDE OF ALBERTA ROAD APPROXIMATELY 1,086 FEET EAST FROM VETERANS ROAD (I ROAD). THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG THE POPULATION IS 77,100. A & V SUBDIVISION LIES ADJACENT TO THE CITY LIMITS OF THE CITY OF EDINBURG AND IS LOCATED WITHIN THE TWO MILE EXTRATERRITORIAL JURISDICTION (ET.J) UNDER LOCAL GOVERNMENT CODE 212.001.

# MINOR SUBDIVISION PLAT OF A & V SUBDIVISION

## BEING A 0.999 ACRE TRACT OF LAND OUT OF LOT 8, BLOCK 4, JOHN CLOSNER ET AL, SUBDIVISION, AS PER MAP RECORDED IN VOLUME 0, PAGE 4, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION:

I,ALDO QUINTANILLA , AS OWNER OF THE 0.999 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED A & V SUBDIVISION HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATED TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE 232.032 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
(B) SEWER CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF THE STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS. I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____ _____
ALDO QUINTANILLA DATE
1707 WAYNE DR.
EDINBURG, TEXAS 78572

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME BY THE PERSON (S) WHOSE NAME (S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSED AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____ 2013.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES ON _____

PILAR D. CORPUS
Notary Public
STATE OF TEXAS
My Comm. Exp. 10-27-2015

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS. WATER CODE 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

_____ _____
DISTRICT MANAGER DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, JUAN R. LOPEZ, ADMINISTRATOR/DIRECTOR OF PLANNING AND ZONING DEPARTMENT OF THE CITY OF EDINBURG, TEXAS DO HEREBY CERTIFY THIS MINOR SUBDIVISION PLAT KNOWN AS A & V SUBDIVISION CONFORMS TO ALL SUBDIVISION REQUIREMENTS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED AND HAS BEEN APPROVED FOR RECORDING ON THIS THE _____ DAY OF _____, 2013 WITH THE THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS.

_____
ADMINISTRATOR/PLANNING AND ZONING DEPARTMENT DIRECTOR

STATE OF TEXAS
COUNTY OF HIDALGO

I, LEO L. RODRIGUEZ, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION ON APRIL 1, 2013, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF EDINBURG, TEXAS.

DATED THIS THE _____DAY OF _____2013.

_____
REGISTERED PROFESSIONAL SURVEYOR
NO. 2448 STATE OF TEXAS

LEO L. RODRIGUEZ, JR. 2448 REGISTERED PROFESSIONAL LAND SURVEYOR

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 $ 1,500 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $ 1,500.00 FOR THE SUBDIVISION. THE SUBDIVIDER HAS PAID A TOTAL OF $ 1,500.00 TO COVER THE COST OF (SEWER SERVICE CONNECTION/INSTALLATION OF SEPTIC SYSTEMS).

DATED THIS THE _____DAY OF _____2013.

_____
REGISTERED PROFESSIONAL ENGINEER
NO. 34928 STATE OF TEXAS

STATE OF TEXAS LEO L. RODRIGUEZ, JR. 34928 REGISTERED PROFESSIONAL ENGINEER

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF A & V SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____, 2013.

_____ _____
HIDALGO COUNTY RIGHT OF WAY DIRECTOR DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE S 232.028(A)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF A & V SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, 2013.

_____ _____
HIDALGO COUNTY JUDGE DATE

ATTEST _____ _____
HIDALGO COUNTY CLERK DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF A & V SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, 2013.

_____ _____
ENVIRONMENTAL HEALTH DIVISION MANAGER. DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

HIDALGO COUNTY IRRIGATION DISTRICT # 2

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No. 2 THIS THE _____ DAY OF _____, 2013.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDING) SHALL BE PLACED UPON HIDALGO COUNTY DISTRICT No. 2 RIGHT OF WAYS EASEMENTS.

_____ _____
SECRETARY DATE

_____ _____
PRESIDENT – H.C.I.D. NO. 2 DATE

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR,
HIDALGO COUNTY CLERKS

ON: _____ AM/PM
INSTRUMENT NUMBER _____
RECORDED IN VOL. _____ PAGE. _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

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 _____, 20013.

_____
ALDO QUINTANILLA
1707 WAYNE DRIVE
EDINBURG, TEXAS 78542

## METES AND BOUNDS DESCRIPTION

BEING A 0.999 ACRE (43,559.28 SQ. FT.) TRACT OF LAND OUT OF LOT 8, BLOCK 4, JOHN CLOSNER ET AL SUBDIVISION, AS PER MAP RECORDED IN VOLUME 0, PAGE 4, MAP RECORDS, HIDALGO COUNTY, TEXAS; SAID 0.999 ACRE (43,559.28 SQ. FT.) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 60-D NAIL FOUND AT THE NORTHEAST CORNER OF LOT 8, BLOCK 4, JOHN CLOSNER ET AL SUBDIVISION AS RECORDED IN VOL. 0, PG. 4, MAP RECORDS, HIDALGO COUNTY, TEXAS AND ALSO BEING THE NORTHEAST CORNER OF TRACT HEREIN DESCRIBED;

THENCE SOUTH, WITH AND ALONG THE EAST LOT LINE OF SAID LOT 8, BLOCK 4 AND THE WEST LINE OF SAID ALBERTA ESTATES UNIT NO. 1, A DISTANCE OF 20.0 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF ALBERTA ROAD AND CONTINUING ON THE SAME BEARING FOR A TOTAL DISTANCE OF 303.0 FEET TO A HALF INCH (1/2) IRON ROD SET FOR THE SOUTHEAST CORNER OF TRACT HEREIN DESCRIBED;

THENCE, WEST PARALLEL TO THE NORTH LOT LINE OF SAID LOT 8, BLOCK 4, A DISTANCE OF 143.76 TO A SET HALF INCH (1/2) IRON ROD FOR THE SOUTHWEST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, NORTH, PARALLEL TO THE EAST LOT LINE OF SAID LOT 8, BLOCK 4, AND THE WEST LINE OF SAID ALBERTA ESTATES UNIT NO. 1 SUBDIVISION, A DISTANCE OF 283.0 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF ALBERTA ROAD AND CONTINUING ON THE SAME BEARING FOR A TOTAL DISTANCE OF 303.0 FEET TO A SET 60-D NAIL ON THE NORTH LOT LINE OF SAID LOT 8, BLOCK 4, FOR THE NORTHWEST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, EAST, WITH AND ALONG THE NORTH LOT LINE OF SAID LOT 8, BLOCK 4, A DISTANCE OF 143.76 FEET TO THE POINT OF BEGINNING, CONTAINING 0.999 ACRE (43,559.28 SQ. FT.) TRACT OF LAND MORE OR LESS.

| NAME | | ADDRESS | PHONE NUMBER | FAX NUMBER |
|---|---|---|---|---|
| OWNER: | ALDO QUINTANILLA | 1707 WAYNE DRIVE, EDINBURG, TEXAS 78542 | (956) 457-8273 | N/A |
| ENGINEER: | LEO L. RODRIGUEZ, JR., P.E. | P.O. BOX 1830, EDINBURG, TEXAS 78540 | (956) 491-1013 | (956) 381-2775 |
| SURVEYOR: | LEO L. RODRIGUEZ, JR., R.P.L.S. | P.O. BOX 1830, EDINBURG, TEXAS 78540 | (956) 491-1013 | (956) 381-2775 |

RODRIGUEZ ENGINEERING
CONSULTING ENGINEER • SURVEYOR
P.O. BOX 1830 • EDINBURG, TEXAS •78540
PHONE (956) 491-1013 • FIRM No. 101702-00

| NO. | SHEET | REVISION | DATE | APPROVED |
|---|---|---|---|---|
| | | | | |
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## INDEX TO SHEET FOR A & V SUBDIVISION


| | |
|---|---|
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| 2 | WATER DISTRIBUTION AND SANITARY SEWER IMPROVEMENTS, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND SANITARY SEWER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); TYPICAL WATER SERVICE CONNECTION; DRAINAGE REPORT, SUB-DIVIDER CERTIFICATE AND STATEMENT. DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION; REVISION NOTES. |




LOCATION MAP
SCALE: 1"= 3000'

PREPARED BY:
RODRIGUEZ ENGINEERING
CONSULTING ENGINEER & SURVEYOR
P.O. BOX 1830
EDINBURG,TEXAS 78540

DATE PREPARED: APRIL 1, 2013
DATE SURVEYED: APRIL 1, 2013

A & V SUBDIVISION IS LOCATED WITHIN HIDALGO COUNTY PRECINCT No. 4 IN THE CENTRAL AREA OF HIDALGO COUNTY, ON THE SOUTH SIDE OF ALBERTA ROAD APPROXIMATELY 1,086 FEET EAST FROM VETERANS ROAD (I ROAD). THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG THE POPULATION IS 77,100. A & V SUBDIVISION LIES ADJACENT TO THE CITY LIMITS OF THE CITY OF EDINBURG AND IS LOCATED WITHIN THE TWO MILE EXTRATERRITORIAL JURISDICTION (ET.J) UNDER LOCAL GOVERNMENT CODE 212.001.

# MINOR SUBDIVISION PLAT OF A&V SUBDIVISION

## BEING A 0.999 ACRE TRACT OF LAND OUT OF LOT 8, BLOCK 4, JOHN CLOSNER ET AL, SUBDIVISION, AS PER MAP RECORDED IN VOLUME 0, PAGE 4, MAP RECORDS, HIDALGO COUNTY, TEXAS.

FINAL ENGINEERING REPORT

WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

A & V 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.A.W.S.C. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

N.A.W.S.C. HAS AN EXISTING 2" DIAMETER WATER LINE RUNNING ALONG THE SOUTH SIDE OF THE RIGHT-OF-WAY OF ALBERTA ROAD. THE WATER SYSTEM FOR A & V SUBDIVISION CONSIST OF ONE (1") DIAMETER SERVICE LINE THAT CONNECTS TO THE WATER METER BOX FOR THE LOT. THE SINGLE SERVICE AND THE METER BOX ARE EXISTING. THERE IS AN EXISTING FIRE HYDRANT LOCATED APPROXIMATELY 294 FEET EAST AND 165 FEET SOUTH FROM THE NORTHEAST CORNER OF LOT 1 ALONG THE EAST SIDE OF PASEO AVENUE. THE SUB-DIVIDER HAS PAID THE N.A.W.S.C. THE SUM OF $ 260.00 WHICH COVERS THE COST FOR THE LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH THE SUM REPRESENTS THE TOTAL COST OF WATER METERS, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP DUES AND OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C. 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 SUBDIVISION PLAT.

SEWAGE FACILITIES DESCRIPTION: COST AND OPERABILITY DATES UTILIZING PERSONAL CHECK:

SEWAGE FOR A & V SUBDIVISION WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENTS SEPTIC TANK AND A DRAIN FIELD FOR THE LOT. JOSE ANGEL GONZALEZ, REGISTRATION No. OS12258, 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. THE LOT HAS ADEQUATE AREA FOR A REPLACEMENTS DRAINFIELD.

EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A SANDY CLAY LOAM. 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 LIMITS AREA). THE SOIL IS A UNIFORM SANDY CLAY 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.

THERE IS AN EXISTING SEWAGE SYSTEM THAT WILL BE REMOVED AND REPLACE IN ACCORDANCE TO HIDALGO COUNTY REQUIREMENTS AND SPECIFICATIONS. THE ESTIMATED COST TO INSTALL A NEW SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $1,500.00, 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 (CASHIERS CHECK OR PERSONAL CHECK) REPRESENTING A "CASH DEPOSIT" TO BE HELD BY THE COUNTY OF HIDALGO IN ESCROW IN THE AMOUNT OF ($1,500.0..), 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.

WATER & SEWAGE ENGINEER CERTIFICATION:

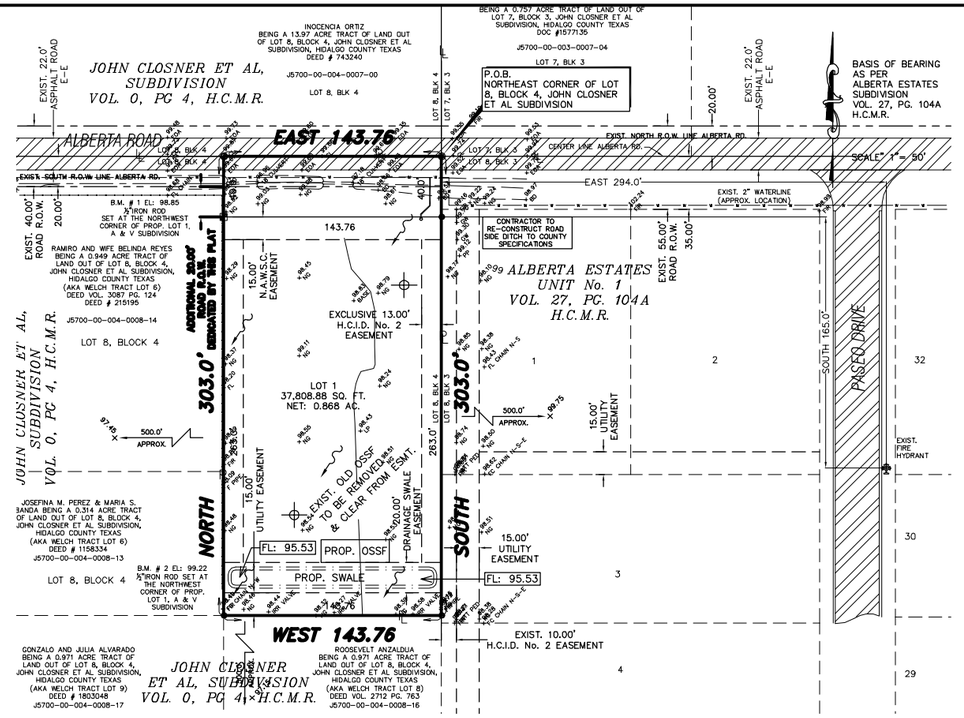
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE ESTIMATED COSTS TO INSTALL UNCONSTRUCTIVE WATER AND ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES – THESE FACILITIES ARE FULLY CONSTRUCTED. WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $ 260.00.

SEWAGE FACILITIES – SEPTIC SYSTEMS HAVE BEEN INSTALLED AT A TOTAL COST OF $1,500.00.

LEO L. RODRIGUEZ, R.P.L.S., P.E. — DATE
REGISTERED PROFESSIONAL ENGINEER No. 34928

| NAME | | ADDRESS | PHONE NUMBER | FAX NUMBER |
|---|---|---|---|---|
| OWNER: | ALDO QUINTANILLA | 1707 WAYNE DRIVE, EDINBURG, TEXAS 78542 | (956) 457-8273 | N/A |
| ENGINEER: | LEO L. RODRIGUEZ, JR., P.E. | P.O. BOX 1830, EDINBURG, TEXAS 78540 | (956) 491-1013 | (956) 381-2775 |
| SURVEYOR: | LEO L. RODRIGUEZ, JR., R.P.L.S. | P.O. BOX 1830, EDINBURG, TEXAS 78540 | (956) 491-1013 | (956) 381-2775 |




FINAL ENGINEERING REPORT (VERSION ESPAÑOL):

PROVISIÓN DE AGUA: DESCRIPCIÓN, GASTOS Y FECHAS DE INICIO

LA SUBDIVISIÓN A & V SUBDIVISION RECIBIRÁ SU PROVISIÓN DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISIÓN Y LA COMPAÑÍA N.A.W.S.C. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ SU PROVISIÓN DE AGUA POR LOS PRÓXIMOS 30 AÑOS. LA COMPAÑIA N.A.W.S.C. TENDRÁ QUE PRESENTAR DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.

EL SISTEMA DE PROVISIÓN DE AGUA PARA LA SUBDIVISIÓN A & V SUBDIVISION CONSISTE DE UN CONDUCTO DE AGUA DE 2 PULGADAS DE DIÁMETRO QUE PASA POR EL LADO SUR DEL DERECHO DE VIA (RIGHT OF WAY) DE LA CARRETERA ALBERTA.

EL SISTEMA DE PROVISIÓN DE AGUA PARA LA SUBDIVISIÓN A & V SUBDIVISION CONSISTE DE UN CONDUCTO DE AGUA EXISTENTE INDIVIDUAL DE UNA (1) PULGADA DE DIÁMETRO PARA EL SOLAR. ESTE CONDUCTO SE CONECTAN DIRECTAMENTE AL MEDIDOR MECÁNICO DE AGUA. EL CONDUCTO DE AGUA Y EL MEDIDOR DE AGUA SON EXISTENTES. HAY UNA BOCA DE RIEGO (FIRE HYDRANT) LOCALIZADA APPROXIMADAMENTE A 295.0 PIES AL ESTE Y 165 PIES AL SUR DE LA ESQUINA NORESTE DE EL SOLAR NUMERO 1, AL LADO ESTE SOBRE LA CALLE PASEO AVENUE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA COMPAÑIA N.A.W.S.C. LA CANTIDAD $ 260.00, QUE CUBRE EL COSTO DEL MEDIDOR MECÁNICO DE AGUA PARA EL SOLAR. ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACIÓN DE EL MEDIDOR Y LOS GASTOS DE CONEXIÓN. EL SISTEMA DE AGUA ESTARA EN FUNCIONAMIENTO COMPLETO DESPUES DE LA FECHA DE ARCHIVAMIENTO DE ESTA SUBDIVISION.

DRENAJE:DESCRIPCCION, GASTOS, Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISION

AGUA DE DRENAJE DE LA SUBDIVISION A & V SUBDIVISION SERA TRATADA POR SISTEMA INDIVIDUAL DE UTILIDADES CONSISTIENDO EN UN DISEÑO ESTANDAR DE FOSA SEPTICA DOBLE DE COMPARTIMENTOS Y UN DESAGUADERO POR EL DISEÑO DE TUBERIA DISTRIBUILLENDO LAS AGUAS DE DRENAJE. JOSE ANGEL GONZALEZ, NUMERO DE REGISTO OS12258, HA EVALUADO LA OPORTUNIDAD DEL SITIO DE LA SUBDIVISION PARA OSSF Y SE SOMETIDO UN INFORME QUE CONCLUYE QUE EL SITIO ES PROPIO DE OSSF. EL INFORME FUE REVISADO Y FUE APROBADO POR EL HIDALGO CONDADO SALUD DEPARTAMENTO. CADA TERRENO TIENE AREA ADECUADA PARA UN REEMPLAZOS DRAINFIELD.

CADA SOLAR EN LA SUBDIVISION MIDE MAS DEL MEDIO ACRE REQUERIDO. SE HICIERON DOS ESCAVACIONES DE EVALUACION EN LUGARES OPUESTOS EN LA SUBDIVISION (ESCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA AREA ES SIGNIFICANTEMENTE UNIFORME). EL TERRENO ES UNIFORME (TERRENO ARCILLOS 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.

EXISTE UN TANQUE SEPTICO QUE SERA REMPLAZADO POR UN SISTEMA NUEVO QUE CUMPLA CON LOS REQUIRIMIENTOS DEL CONDADO DE HIDALGO. EL COSTO ESTIMADO 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.

CON EL ARCHIVAMIENTO DEL PLAN FINAL, EL DUEÑO DE LA SUBDIVISIÓN PROPORCIONARA UNA GARANTÍA FINANCIERAS ADECUADAS CON DESEMPEÑO EN FORMA DE UN (CHEQUE DE CAJEROS O CHEQUE PERSONAL) REPRESENTANDO UN "DEPOSITO EN EFECTIVO" OBTENIDO POR EL CONDADO DE HIDALGO EN LA CANTIDAD DE $1,500.00, 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.

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 $260.00.

DRENAJE: SE ESTIMA QUE LA FOSA SEPTICA COSTARA $1,500.00.

LEO L. RODRIGUEZ, R.P.L.S., P.E. — DATE
REGISTERED PROFESSIONAL ENGINEER No. 34928

| CONSTRUCTION COST ESTIMATE. | | |
|---|---|---|
| DRAINAGE= | | $ 1,500.00 |
| WATER | = | $ 260.00 |
| OSSF | = | $ 1,500.00 |
| TOTAL | = | $ 3,435.00 |

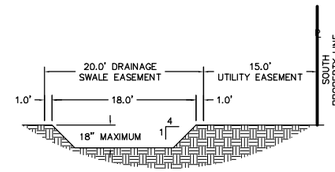
| 2% INSPECTION FEE. | | |
|---|---|---|
| DRAINAGE= | | $ 1,500.00 |
| TOTAL | = | $ 1,500.00 |
| 2% | = | $ 30.00 |

| SOIL EVALUATION REPORT INFORMATION | | | | | BORES 01 |
|---|---|---|---|---|---|
| SOIL BORING NUMBER 001 | | | | | |
| DEPTH (FEET) | TEXTURE CLASS | SOIL TEXTURE | STRUCTURE (FOR CLASS III BLOCKY, PLATY OR MASSIVE) | DRAINAGE (MOTTLES/ WATER TABLE) | RESTRICTIVE HORIZON | OBSERVATIONS |
| 0 1 2 | III | SANDY CLAY LOAM | N/A | NONE | NONE | SOIL IS SUITABLE FOR OSSF |
| 3 4 5 | III | SANDY CLAY LOAM | | | | |
| | III | SANDY CLAY LOAM | | | | |

| SOIL EVALUATION REPORT INFORMATION | | | | | BORES 02 |
|---|---|---|---|---|---|
| SOIL BORING NUMBER 002 | | | | | |
| DEPTH (FEET) | TEXTURE CLASS | SOIL TEXTURE | STRUCTURE (FOR CLASS III BLOCKY, PLATY OR MASSIVE) | DRAINAGE (MOTTLES/ WATER TABLE) | RESTRICTIVE HORIZON | OBSERVATIONS |
| 0 1 2 | III | SANDY CLAY LOAM | N/A | NONE | NONE | SOIL IS SUITABLE FOR OSSF |
| 3 4 5 | III | SANDY CLAY LOAM | | | | |
| | III | SANDY CLAY LOAM | | | | |

LEGEND

- EXIST. 1" SINGLE WATER SERVICE CONNECTION
- EXIST. N.A.W.S.C. 2" WATERLINE
- OSSF — OSSF LOCATION
- SOIL BORING LOCATIONS




## DRAINAGE SWALE X-SECTION
N.T.S

I. PROJECT LOCATION

A & V SUBDIVISION IS A 0.999–ACRE TRACT OF LAND BEING OUT OF LOT 8, BLOCK 3, JOHN CLOSNER ET AL SUBDIVISION AS RECORDED IN VOLUME 0, PAGES 4, H.C.M.R., HIDALGO COUNTY, TEXAS. PROPOSED DEVELOPMENT WILL CONSIST OF A 1–LOT SUBDIVISION RESIDENTIAL LOT. THE PROPERTY IS LOCATED IN HIDALGO COUNTY, TEXAS, ON THE SOUTH SIDE OF ALBERTA ROAD, APPROXIMATELY 1,086 FEET EAST FROM THE INTERSECTION OF VETERAN ROAD (SOUTH "I" ROAD) AND IS WITHIN THE EXTRATERRITORIAL JURISDICTION (ET.J) OF THE CITY OF EDINBURG. (REFER TO EXHIBIT A).

II. FLOOD PLAIN

THE SUBJECT TRACT IS LOCATED IN 'ZONE B', AREAS BETWEEN LIMITS OF THE 100–YEAR AND 500–YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100–YEAR FLOODING WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE (1) SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD IN ACCORDANCE WITH FLOOD INSURANCE RATE MAP NO. 480334 0425 C, MAP REVISED NOVEMBER 16, 1982 (REFER TO EXHIBIT B).

III. SOIL CONDITIONS

A REVIEW OF THE SOIL SURVEY OF HIDALGO COUNTY (REFER TO EXHIBIT C) INDICATES THE SUBJECT TRACT LIES IN AN AREA OF PREDOMINANTLY RAYMONDVILLE CLAY LOAM (RAYMONDVILLE 52), A SOIL THAT IS WELL DRAINED, WITH SURFACE RUNOFF BEING SLOW AND THE AVAILABLE WATER IS HIGH. A FEW AREAS OF THIS SOIL HAVE BEEN ALTERED BY LAND LEVELING FOR IRRIGATION.

IV. EXISTING CONDITIONS

THE SUBJECT TRACT IS CURRENTLY UNDEVELOPED. THE EXISTING TERRAIN HAS A GRADE OF APPROXIMATELY 0.15 TO 0.20%. EXISTING RUNOFF IS BY SHEET FLOW GENERALLY TOWARDS THE SOUTHWEST OF THE TRACT, AND NATURALLY DRAINS ONTO SURROUNDING LANDS. THE TOTAL CONTRIBUTING 10–YEAR EXISTING STORM WATER RUNOFF IS 1.04 CFS, (REFER TO EXHIBIT D)

V. PROPOSED CONDITIONS

THE PROPOSED CONDITIONS FOR THIS SUBJECT TRACT WILL CONSIST OF A 1–LOT RESIDENTIAL SUBDIVISION. THE DEVELOPMENT IN THE FORM OF IMPERVIOUS PAVEMENT, DRIVEWAYS AND STRUCTURE WILL NOT SIGNIFICANTLY INCREASE THE ULTIMATE STORM RUNOFF. DEVELOPMENT CONDITIONS WILL CONSIST OF RE-GRADING ONLY THE PAD SITES AND PROVIDING ON-SITE DETENTION AS REQUIRED BY HIDALGO COUNTY. RUNOFF WILL BE CONVEYED BY A COMBINATION OF LANDSCAPING AREAS TO DESIGNATED DETENTION SITES AS PART OF FUTURE DRAINAGE PLAN. THE TOTAL CONTRIBUTING 10 YEAR DEVELOPED STORM WATER DISCHARGE WILL BE MAINTAINED AT 1.04. (REFER TO EXHIBIT D)

VI. DETENTION REQUIREMENTS

IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO 1 POLICY, THE PEAK RATE FOR RUNOFF FOR THIS DEVELOPMENT WILL BE LIMITED TO THE EXISTING 10–YEAR STORM WATER RUNOFF. IN ACCORDANCE WITH THE CITY OF EDINBURG REQUIREMENTS, THE DETENTION SHALL BE BASED ON A 10–YEAR FLOOD FOR A TOTAL OF 8,408.73 CUBIC FEET (0.193 AC–FT) OF ON–SITE DETENTION FOR THE ENTIRE SUBDIVISION.

LEO L. RODRIGUEZ, R.P.L.S., P.E. — DATE
REGISTERED PROFESSIONAL ENGINEER NO. 34928

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, ALDO QUINTANILLA, OWNER OF A & V SUBDIVISION HEREBY CERTIFY SEWER PERMITS ARE REQUIRED PRIOR TO BUILDING ON THE LOT 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 TO HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

ALDO QUINTANILLA
1707 WAYNE DRIVE
EDINBURG, TEXAS 78542

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ALDO QUINTANILLA, KNOWN TO ME BY THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSED AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____ 2013.

NOTARY PUBLIC
MY COMMISSION EXPIRES_____

## INDEX TO SHEET FOR A & V SUBDIVISION

| | |
|---|---|
| 1 | LOCATION MAP AND ETJ;PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; CITY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.D.D. No. 1 CERTIFICATION; H.C.I.D. No. 2 CERTIFICATION, RIGHT OF WAY CERTIFICATION; H.C.H.D. CERTIFICATION; REVISION NOTES. |
| 2 | WATER DISTRIBUTION AND SANITARY SEWER IMPROVEMENTS, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND SANITARY SEWER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); TYPICAL WATER SERVICE CONNECTION; DRAINAGE REPORT, SUB-DIVIDER CERTIFICATE AND STATEMENT. DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION; REVISION NOTES. |

RODRIGUEZ ENGINEERING
CONSULTING ENGINEER · SURVEYOR
P.O. BOX 1830 • EDINBURG, TEXAS •78540
PHONE (956) 491-1013 • FIRM No. 101702-00

| NO. | SHEET | REVISION | DATE | APPROVED |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |

Z:\SDI_Projects\13-009_A&V_Subdivision\3_Drawings\cad.dwg – Nov 14, 2013 – 3:09PM

**AI-41924** **Precinct #4** **12. A.**

**CC REGULAR**

**Meeting Date:** 12/03/2013

**Submitted For:** Mary, Pct 4 **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

## Information

**CAPTION**

Pct. #4- Misc. Reimbursements (1200):
1. Approval of Certification of Revenues as certified by the County Auditor for Pct. #4 Edinburg Effluent Line and Faysville Drain Project.

2. Approval of 2013 appropriation of funds for Pct. #4 Edinburg Effluent Line and Faysville Drain Project in the amount of 17,765.64 for labor, fuel, and equipment for pay period 16

**BACKGROUND**

## Fiscal Impact

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

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

**BUDGETARY IMPACT:**

Appropriation of funds in the amount of $17,765.64

## Attachments

BA
COR
signed

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 11/21/2013 04:51 PM |
| Glinda Pacheco | Obdett Calzada | 11/26/2013 11:23 AM |
| Manuel Chapa | Manuel Chapa | 11/27/2013 10:06 AM |
| Purchasing Department | Monica Badillo | 11/27/2013 10:52 AM |

Form Started By: Monica Badillo Started On: 11/21/2013

Final Approval Date: 11/27/2013

**DATE:** November 27, 2013

**DEPARTMENT HEAD:** Commissioner J. Palacios

**DEPARTMENT NAME:** Pct. # 4- Rd. Maint.

**ACCOUNT NUMBER:** 3-1200-431-00-124-007-0-XXX

**Contact Person:** Veronica Lopez Ph#: (956) 383-3112 Ext. 4019

**2013**
**Appropriation**
**AI- 41924**

**SUBJECT:** **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

| INCREASE ACCOUNT NUMBER(S) | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|
| 3-1200-431-00-124-007-0- 890 | Pct 4 Rd Maint- | Other | $17,765.64 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| *3-1200-341-50-124-003-0- 000* | *Pct 4 DD#1-* | *Edinburg Effluent Line* | *$6,177.83* |
| *3-1200-341-50-124-004-0- 000* | *Pct 4 DD#1-* | *Faysville Drain Project* | *$11,587.81* |
| | | | |
| | | | |
| | **TOTAL BUDGET INCREASE (DECREASE)** | | **$17,765.64** |

**REASON:** Appropriation of misc. reimbursements (Edinburg Effluent Line & Faysville Drain Project) for labor, fuel, and equipment for pay periods 16.

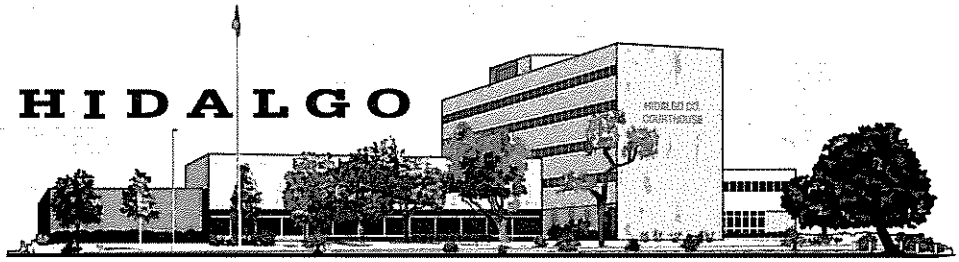
DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

# COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

November 27, 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 § 111.0707 SPECIAL BUDGET FOR REVENUE FROM INTERGOVERNMENTAL CONTRACTS:

> The county auditor shall certify to the commissioners court the receipt of all revenue from intergovernmental contracts that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue from intergovernmental contracts for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the partial revenue from the intergovernmental contract between Hidalgo County and Drainage District No. 1 for the Faysville Drain Project in the amount of $11,587.81. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

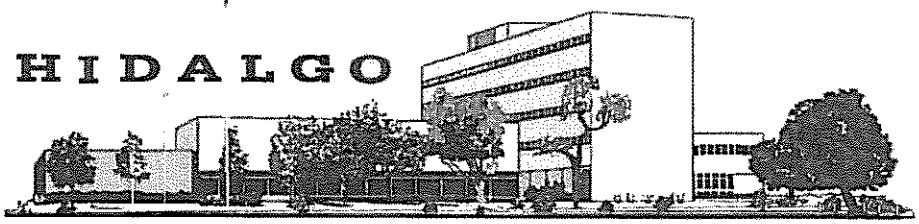
Raymundo Eufracio, CPA
Hidalgo County Auditor

11/27/13
Date

HIDALGO COUNTY DISTRICT JUDGES

JAIME E. TIJERINA, JUDGE, 92ND D.C. | RODOLFO DELGADO, JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES, JUDGE, 139TH D.C. | ROSE GUERRA REYNA, JUDGE, 206TH D.C. | JUAN R. PARTIDA, JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR., JUDGE, 332ND D.C. | NOE GONZALEZ, JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ, JUDGE, 389TH D.C. | AIDA SALINAS FLORES, JUDGE, 398TH D.C. | ISRAEL RAMON, JR., JUDGE, 430TH D.C. | JESSE CONTRERAS, JUDGE, 449TH D.C.

COUNTY of HIDALGO
*JOSEPH PALACIOS*
*1051 N. DOOLITTLE RD.*
*EDINBURG, TEXAS 78542*
*OFFICE: (956) 383-3112*
*FAX: (956) 381-5905*



*COUNTY COMMISSIONER, PCT. NO. 4*

# Memorandum

**To:** **Ray Eufracio, CPA, County Auditor**

**From:** **Mary Gonzalez, Administrative Assistant IV**

**Date:** **Monday, November 25, 2013**

**Subject:** **Pct. 4 Misc. Reimbursements (Faysville Drain & Effluent Line)**

**Certification of Revenues**

**Cc:** Linda Fong, 1st Assistant County Auditor
Becky Luna, Director of Accounting
Alvaro Chuc, Financial Accounting Supervisor

---

Please let this memo serve as a request for a Certification of Revenues letter from your office in relation to the Pct. 4 Misc. Reimbursements (Faysville Drain & Effluent Line) for Labor, Fuel, and Equipment for Pay Period 16.

6,177.83+ Effluent
11,587.81+ Faysville

The total amount requested for Pay Period #16 is $17,765.64 | 17,765.64++ | s

The Agenda Item to approve the Certificate of Revenues is AI# 41924 for December 3, 2013.

Thank you for your prompt attention to this matter. If you have any questions please do not hesitate to call me at (956) 383-3112 ext: 4002.

# OFFICIAL HIDALGO COUNTY RECEIPT
# OFFICE OF THE COUNTY TREASURER
# NORMA G. GARCIA

**Receipt No: 169475**

Received From: PCT 4 DD#1 UNEARNED REVENUE PCT 4 Date 10/23/13

| | | | | | |
|---|---|---|---|---|---|
| 1 | 000015391 | 07/2013 | FAYSVILLE DRAINAGE PROJECT | 3-1200-223-00-124-077-0-000 | 15,508.94 |
| 2 | 000015391 | 08/2013 | FAYSVILLE DRAINAGE PROJECT | 3-1200-223-00-124-077-0-000 | 35,397.73 |

**Total:** **50,906.67**

| | |
|---|---|
| Check Total | 50,906.67 |
| Cash Total | .00 |
| Credit Total | .00 |
| Other Total | .00 |

NOTICE TO CASHIER: DO NOT CASH IF BLUE WATERMARK IS ON REVERSE SIDE BEFORE CASHING

HCDD#1

**HIDALGO COUNTY DRAINAGE DISTRICT #1**

902 N. DOOLITTLE
EDINBURG, TEXAS 78542

GENERAL FUND

LONE STAR NATIONAL BANK
MEMBER FDIC
88-1168/1149

No. 017066

| Check Date | Check No. | Amount |
|---|---|---|
| 10/15/13 | 000015391 | $50,906.67 |

VOID AFTER 90 DAYS

was allowed by the Board of Directors of Hidalgo County, Texas at its term meeting indicated above and to be paid out of the General Fund

PAY

****Fifty Thousand Nine Hundred Six and 67/100 Dollars

TO THE ORDER OF
HIDALGO COUNTY PCT. NO. 4
C/O JOSEPH PALACIOS
1102 N. DOOLITTLE RD.
EDINBURG, TX 78542

Pay the above stated amount to the order of the payee named

Norma G. Garcia — COUNTY TREASURER

Lora Brown — FINANCIAL OFFICER

⑈000015391⑈ ⑆114911687⑆ ⑈7101584⑈

Payee HIDALGO COUNTY PCT. NO. 4

000015391

Account #:

10/15/2013

| Invoice | Description | Amount |
|---|---|---|
| 07/01/13 | FAYSVILLE DRAIN PROJECT JULY 2013 | $15,508.94 |
| 08/01/13 | FAYSVILLE DRAIN PROJECT- AUGUST 2013 | $35,397.73 |

50,906.67+

pp 14 11,507.81-

pp 15 & 17 -001 19,092.03-

Certified 11/18/13

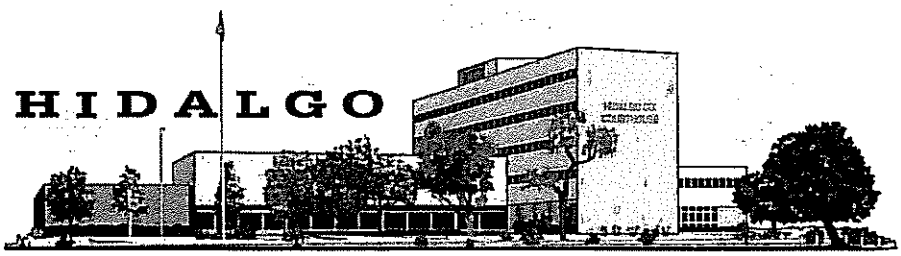
20,226.03*+

Pending

pp 18, 19

Total : $50,906.67

# 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*

November 18, 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**

PP 15417

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0707 SPECIAL BUDGET FOR REVENUE FROM INTERGOVERNMENTAL CONTRACTS:

> The county auditor shall certify to the commissioners court the receipt of all revenue from intergovernmental contracts that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue from intergovernmental contracts for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the partial revenue from the intergovernmental contract between Hidalgo County and Drainage District No. 1 for the Faysville Drain Project in the amount of $19,092.83. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

11/19/13
Date

HIDALGO COUNTY DISTRICT JUDGES

JAIME E. TIJERINA, JUDGE, 92nd D.C. | ROGELIO DELGADO, JUDGE, 93rd D.C. | J. R. "BOBBY" FLORES, JUDGE, 139th D.C. | ROSE GUERRA REYNA, JUDGE, 206th D.C. | JUAN R. PARTIDA, JUDGE, 275th D.C. | MARIO E. RAMIREZ, JR., JUDGE, 332nd D.C. | NOE GONZALEZ, JUDGE, 370th D.C. OVERSEER | LETICIA LOPEZ, JUDGE, 398th D.C. | AIDA SALINAS FLORES, JUDGE, 398th D.C. | ISRAEL RAMON, JR., JUDGE, 430th D.C. | JESSE CONTRERAS, JUDGE, 449th D.C.

**DATE:** November 27, 2013

**DEPARTMENT HEAD:** Commissioner J. Palacios

**DEPARTMENT NAME:** Pct. # 4- Rd. Maint.

**ACCOUNT NUMBER:** 3-1200-431-00-124-007-0-XXX

**Contact Person:** Veronica Lopez Ph#: (956) 383-3112 Ext. 4019

**2013**
**Appropriation**
**AI- 41924**

**SUBJECT:** **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

| INCREASE ACCOUNT NUMBER(S) | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|
| 3-1200-431-00-124-007-0- 890 | Pct 4 Rd Maint- | Other | $17,765.64 |
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| | | | |
| *3-1200-341-50-124-003-0- 000* | *Pct 4 DD#1-* | *Edinburg Effluent Line* | *$6,177.83* |
| *3-1200-341-50-124-004-0- 000* | *Pct 4 DD#1-* | *Faysville Drain Project* | *$11,587.81* |
| | | | |
| | | | |
| | | **TOTAL BUDGET INCREASE (DECREASE)** | **$17,765.64** |

**REASON:** Appropriation of misc. reimbursements (Edinburg Effluent Line & Faysville Drain Project) for labor, fuel, and equipment for pay periods 16.

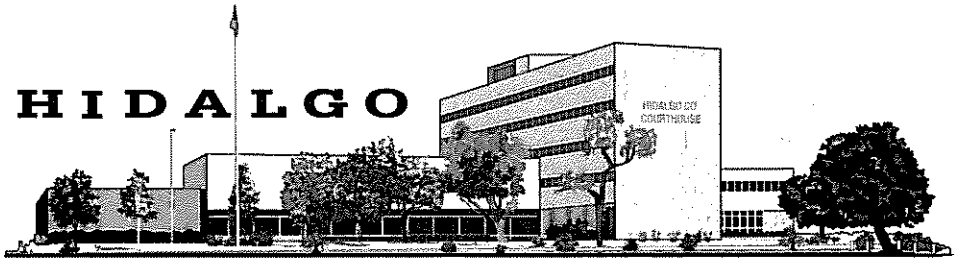
DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK

# COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

November 27, 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 § 111.0707 SPECIAL BUDGET FOR REVENUE FROM INTERGOVERNMENTAL CONTRACTS:

> The county auditor shall certify to the commissioners court the receipt of all revenue from intergovernmental contracts that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue from intergovernmental contracts for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the partial revenue from the intergovernmental contract between Hidalgo County and Drainage District No. 1 for the Wastewater Treatment Plant Effluent Line in the amount of $6,177.83. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

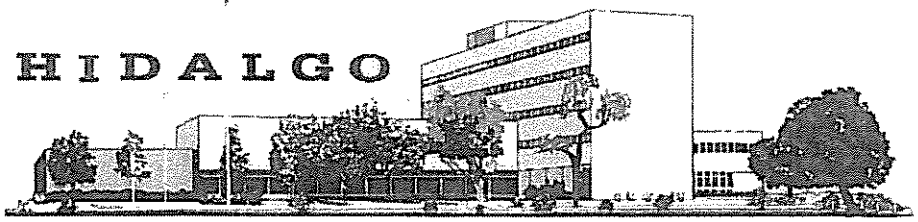
Raymundo Eufracio, CPA
Hidalgo County Auditor

11/27/13
Date

HIDALGO COUNTY DISTRICT JUDGES

JAIME E. TIJERINA, JUDGE, 92ND D.C. | RODOLFO DELGADO, JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES, JUDGE, 139TH D.C. | ROSE GUERRA REYNA, JUDGE, 206TH D.C. | JUAN R. PARTIDA, JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR., JUDGE, 332ND D.C. | NOE GONZALEZ, JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ, JUDGE, 389TH D.C. | AIDA SALINAS FLORES, JUDGE, 398TH D.C. | ISRAEL RAMON, JR., JUDGE, 430TH D.C. | JESSE CONTRERAS, JUDGE, 449TH D.C.

COUNTY of HIDALGO
*JOSEPH PALACIOS*
*1051 N. DOOLITTLE RD.*
*EDINBURG, TEXAS 78542*
*OFFICE: (956) 383-3112*
*FAX: (956) 381-5905*



*COUNTY COMMISSIONER, PCT. NO. 4*

# Memorandum

**To:** **Ray Eufracio, CPA, County Auditor**

**From:** **Mary Gonzalez, Administrative Assistant IV**

**Date:** **Monday, November 25, 2013**

**Subject:** **Pct. 4 Misc. Reimbursements (Faysville Drain & Effluent Line)**

**Certification of Revenues**

**Cc:** Linda Fong, 1st Assistant County Auditor
Becky Luna, Director of Accounting
Alvaro Chuc, Financial Accounting Supervisor

---

Please let this memo serve as a request for a Certification of Revenues letter from your office in relation to the Pct. 4 Misc. Reimbursements (Faysville Drain & Effluent Line) for Labor, Fuel, and Equipment for Pay Period 16.

6,177.83+ Effluent
11,587.81+ Faysville

The total amount requested for Pay Period #16 is $17,765.64 17,765.64++

The Agenda Item to approve the Certificate of Revenues is AI# 41924 for December 3, 2013.

Thank you for your prompt attention to this matter. If yo ns please do not hesitate to call me at (956) 383-3112 ext: 4002.

# OFFICIAL HIDALGO COUNTY RECEIPT
# OFFICE OF THE COUNTY TREASURER
# NORMA G. GARCIA

**Receipt No: 169099**

Received From: DD#1 TO PCT 4 WWTP EFFLUENT LINE Date 10/09/13

| | | | | |
|---|---|---|---|---|
| 1 | 000015342 | 07/01-31/13 PCT 4 WWTP EFFLUENT LINE | 3-1200-132-50-124-003-0-000 | 12,074.72 |

**Total:** **12,074.72**

| | |
|---|---|
| Check Total | 12,074.72 |
| Cash Total | .00 |
| Credit Total | .00 |
| Other Total | .00 |

NOTICE TO CASHIER: BE SURE WATERMARK IS ON REVERSE SIDE BEFORE CASHING

HCDD#1

HIDALGO COUNTY
DRAINAGE DISTRICT #1

902 N. DOOLITTLE
EDINBURG, TEXAS 78542

GENERAL FUND

LONE STAR NATIONAL BANK
MEMBER FDIC
88-1166/1149

No. 017014

| Check Date | Check No. | Amount |
|---|---|---|
| 10/02/13 | 000015342 | $12,074.72 |

VOID AFTER 90 DAYS

was allowed by the Board of Directors of Hidalgo County, Texas at its term in session indicated above and is to be paid out of the General Fund

PAY

****Twelve Thousand Seventy Four and 72/100 Dollars

TO THE ORDER OF
HIDALGO COUNTY PCT. NO. 4
C/O JOSEPH PALACIOS
1102 N. DOOLITTLE RD.
EDINBURG, TX 78542

Pay the above stated amount to the order of the payee named

Norma G. Garcia COUNTY TREASURER

Lee Brown FINANCIAL OFFICER

⑈000015342⑈ ⑆114911687⑆ ⑈7101584 1⑈

Payee HIDALGO COUNTY PCT. NO. 4

Account #:

000015342
10/02/2013

| Invoice | Description | Amount |
|---|---|---|
| 07/01-07/31/2013 | PROJECT: WWTP EFFLUENT LINE REIMBURSEMENT | $12,074.72 |

0 • *

12,074.72+

PP 15 3,647.96-

PP 16 6,177.83-

-001

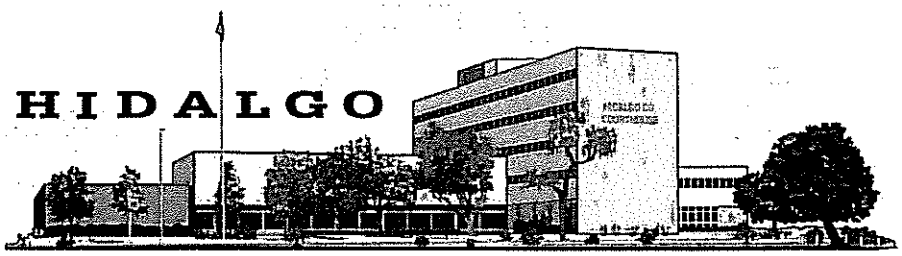
PS 17 2,251.93*+

Certified 11/18/13

Pending

Total : $12,074.72

# COUNTY of HIDALGO




*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*

EDINBURG, TEXAS 78539


November 18, 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

pp 15

**RE: Certification of Revenue**

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0707 SPECIAL BUDGET FOR REVENUE FROM INTERGOVERNMENTAL CONTRACTS:

> The county auditor shall certify to the commissioners court the receipt of all revenue from intergovernmental contracts that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue from intergovernmental contracts for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the partial revenue from the intergovernmental contract between Hidalgo County and Drainage District No. 1 for the Wastewater Treatment Plant Effluent Line in the amount of $3,644.96. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

11/19/13
Date


HIDALGO COUNTY DISTRICT JUDGES

JAIME E. TIJERINA, JUDGE, 92nd D.C. | RODOLFO DELGADO, JUDGE, 93rd D.C. | J. R. "BOBBY" FLORES, JUDGE, 139th D.C. | ROSE GUERRA REYNA, JUDGE, 206th D.C. | JUAN R. PARTIDA, JUDGE, 275th D.C. | MARIO E. RAMIREZ, JR., JUDGE, 332nd D.C. | NOE GONZALEZ, JUDGE, 370th D.C. OVERSEER | LETICIA LOPEZ, JUDGE, 389th D.C. | AIDA SALINAS FLORES, JUDGE, 398th D.C. | ISRAEL RAMON, JR., JUDGE, 430th D.C. | JESSE CONTRERAS, JUDGE, 445th D.C.

DATE: November 27, 2013

**2013**
**Appropriation**
**AI- 41924**

DEPARTMENT HEAD: Commissioner J. Palacios

DEPARTMENT NAME: Pct. # 4- Rd. Maint.

ACCOUNT NUMBER: 3-1200-431-00-124-007-0-XXX

Contact Person: Veronica Lopez Ph#: (956) 383-3112 Ext. 4019

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

| INCREASE ACCOUNT NUMBER(S) | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|
| 3-1200-431-00-124-007-0- 890 | Pct 4 Rd Maint- | Other | $17,765.64 |
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| *3-1200-341-50-124-003-0- 000* | *Pct 4 DD#1-* | *Edinburg Effluent Line* | *$6,177.83* |
| *3-1200-341-50-124-004-0- 000* | *Pct 4 DD#1-* | *Faysville Drain Project* | *$11,587.81* |
| | | | |
| | | | |
| | | **TOTAL BUDGET INCREASE (DECREASE)** | **$17,765.64** |

**REASON:** Appropriation of misc. reimbursements (Edinburg Effluent Line & Faysville Drain Project) for labor, fuel, and equipment for pay periods 16.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK

**AI-42002** **Budget and Management 13. A. 1.**

**CC REGULAR**

**Meeting Date:** 12/03/2013

**Submitted By:** Rolando Garcia, BUDGET & MANAGEMENT

**Department:** BUDGET & MANAGEMENT

## Information

**CAPTION**

Precinct No.3 Road Project:

A. Approval of 2013 certification of revenues, as certified by the County Auditor, for proceeds from the sale of assets to Hidalgo County DD No.1

B. Approval of 2013 appropriation of funds in the amount of $728,425.00 for the Shary Road project.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1303-392-00-000-001-0-000

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

**BUDGETARY IMPACT:**

Refer to AI-41920 Purchasing item

## Attachments

Appropriation

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Roland Garcia (Originator) | Rolando Garcia | 11/26/2013 05:01 PM |
| Budget & Management | Obdett Calzada | 11/27/2013 09:58 AM |
| Purchasing Department | Monica Badillo | 11/27/2013 10:52 AM |

Form Started By: Rolando Garcia Started On: 11/26/2013 04:31 PM

Final Approval Date: 11/27/2013

**DATE:** November 26, 2013

**DEPARTMENT HEAD:** Sergio Cruz, Budget Officer

**DEPARTMENT NAME:** Department of Budget & Management for Pct. No.3 Shary Road Project

**ACCOUNT NUMBER:** 3-1303-392-00-000-001-0-000

**Contact Person:** Rolando Garcia **Ph#** 956-292-7025 x.5413

# 2013
**Appropriation**

**SUBJECT:** **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

| INCREASE ACCOUNT NUMBER(S) | ACCOUNT (OBJECT) NAME | AMOUNT |
|---|---|---|
| | | |
| 3-1303-431-00-123-105-0-731 | SOA1341-PCT3 SHARY(FM1924-SH107)-ROADS | 728,425.00 |
| | | |
| | | |
| | | |
| 3-1303-392-00-000-001-0-000 | SOA1341-SALE OF CAPITAL ASSETS | 728,425.00 |
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| | **TOTAL BUDGET INCREASE (DECREASE)** | 728,425.00 |

REASON: Appropriation from the Sale of Assets Raymondville Drainage Project for Shary road project. Refer to (AI-41920 CC 12/03/13)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

**AI-41756** **Budget and Management 13. A. 2.**

**CC REGULAR**

**Meeting Date:** 12/03/2013

**Submitted By:** Glinda Pacheco, BUDGET & MANAGEMENT

**Department:** BUDGET & MANAGEMENT

## Information

### CAPTION

Justice Court Building Security Fund (1245):
Approval of appropriation of funds for the Justice Court Building Security Fund in the total amount of $ 3,307.20 to cover the cost proposal from AL3 Enterprises for the purchase & installation of cameras at Pct.1 JP Offices.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1245-412-00-060-002-0-XXX

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

**BUDGETARY IMPACT:**

See attached appropriation.
Appropriation pending CC approval.

## Attachments

AI-41756 Transfer

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 11/18/2013 01:19 PM |
| Glinda Pacheco (Originator) | Glinda Pacheco | 11/18/2013 02:44 PM |
| Budget & Management | Obdett Calzada | 11/19/2013 01:37 PM |
| Purchasing Department | Monica Badillo | 11/27/2013 10:52 AM |

Form Started By: Glinda Pacheco Started On: 11/08/2013

Final Approval Date: 11/27/2013

**DATE:** December 2, 2013

**2013**
**Appropriation**

**DEPARTMENT HEAD:** Sergio Cruz, Budget Officer

**DEPARTMENT NAME:** DBM for Constable JUSTICE CRT BLDG SECURITY (JP PRECINCT 1)

**ACCOUNT NUMBER:** 3-1245-412-00-060-002-0-XXX JUSTICE CRT BLDG SECURITY

**Contact Person:** Glinda Pacheco **Ph#** (956) 292-7025 ext. 5411

**SUBJECT:** **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

| INCREASE ACCOUNT NUMBER(S) | ACCOUNT (OBJECT) NAME | AMOUNT |
|---|---|---|
| 3-1245-412-00-060-002-0-664 | JUSTICE CRT BLDG SECURITY- OTHER MINOR EQUIPMENT | 1,782.00 |
| 3-1245-412-00-060-002-0-431 | JUSTICE CRT BLDG SECURITY- BLDG&OTHR STRUC R&M SRV | 841.20 |
| 3-1245-412-00-060-002-0-432 | JUSTICE CRT BLDG SECURITY- EQUIP&VEH R&M SRV | 684.00 |
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| | | |
| | **TOTAL BUDGET INCREASE (DECREASE)** | **3,307.20** |

**REASON:** TO APPROPRIATE FUNDS TO COVER THE COST OF SECURITY CAMERAS AT JP MORALES & SAENZ OFFICES.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

**AI-41785** **Purchasing Department 14. A. 1.**

**CC REGULAR**

**Meeting Date:** 12/03/2013

**Submitted For:** Martha Salazar **Submitted By:** Sandy Suarez, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

### CAPTION

Presentation of low bid received as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contract for Request for Bid titled: Hidalgo County- "CRS-2 Emulsified Asphalt" through project No.: 2013-298-10-23-SGS.

### BACKGROUND

1. Contract will commence upon approval of Commissioner's Court.
2. Contract document was reviewed and approved by Legal Counsel as to form.

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1200-431-00-121-005-0-673

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

**BUDGETARY IMPACT:**

Precinct No. 1. "As needed basis".

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1200-431-00-123-005-0-673

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

**BUDGETARY IMPACT:**

Precinct No. 3. "As needed basis"

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1200-431-00-124-007-0-731

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

**BUDGETARY IMPACT:**

Precinct No. 4. "As needed basis"

## Attachments

Recommendation, tab , participation log

Contract

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 11/26/2013 03:40 PM |
| Budget & Management | Obdett Calzada | 11/26/2013 04:09 PM |
| Auditor's Office | Monica Badillo | 11/27/2013 10:52 AM |

Form Started By: Sandy Suarez Started On: 11/13/2013 09:27 AM

Final Approval Date: 11/27/2013

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

# MEMORANDUM

Date: October 24, 2013

TO: Hon. A. C. Cuellar, Jr., Commissioner
Hidalgo County Precinct No. 1
Attn: Raul Lozano

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
Attn: Mr. Saul Ramirez / Norma Ceballos

TO: Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4
Attn: Marcos Lopez / Gloria Beltran

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

RE: BID AWARD RECOMMENDATION/CONCURRENCE REQUEST
Bid No. 2013-298-10-23-SGS-Hidalgo County (All Funding Sources, Programs & Entities)-"CRS-2 Emulsified Asphalt"

We received **three (3) bid responses** for the above referenced project. Enclosed you will find the copy of the Tabulation sheet and along with copies of the Bid responses for your review and recommendation

Please acknowledge by signing below, of your recommendation/concurrence to award to the lowest bidder meeting all specifications/requirements and **return** to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 or email: sandy.suarez@co.hidalgo.tx.us by no later than Thursday, October 31, 2013 @10:00 A.M. in order to place this item on the agenda for next proposed Commissioners Court Meeting, Tuesday, November 19, 2013.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4860

**Please indicate below, the Vendor name and the Account number to be utilized for this project.**

| COMMENTS/CONCERNS: |
| --- |
| Ergon Asphalt |
| |
| |
| BUDGET ACCOUNT #: 3-1200-431-00-121-005-0-673 |

Raul Lozano — Raul Lozano — Pct. 1 — 10/30/13

Authorized Signature — Printed Name — Department — Date

Enclosures

Pct 1

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

# MEMORANDUM

Date: October 24, 2013

TO: Hon. A. C. Cuellar, Jr., Commissioner
Hidalgo County Precinct No. 1
Attn: Raul Lozano

TO: Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4
Attn: Marcos Lopez / Gloria Beltran

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
Attn: Mr. Saul Ramirez / Norma Ceballos

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

RE: BID AWARD RECOMMENDATION/CONCURRENCE REQUEST
Bid No. 2013-298-10-23-SGS-Hidalgo County (All Funding Sources, Programs & Entities)-"CRS-2 Emulsified Asphalt"

We received three (3) bid responses for the above referenced project. Enclosed you will find the copy of the Tabulation sheet and along with copies of the Bid responses for your review and recommendation

Please acknowledge by signing below, of your recommendation/concurrence to award to the lowest bidder meeting all specifications/requirements and return to the Purchasing Dept. via fax to (956)-318-2629 or (956) 292-7612 or email: sandy.suarez@co.hidalgo.tx.us by no later than Thursday, October 31, 2013 @10:00 A.M. in order to place this item on the agenda for next proposed Commissioners Court Meeting, Tuesday, November 19, 2013.

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4860

**Please indicate below, the Vendor name and the Account number to be utilized for this project.**

COMMENTS/CONCERNS:

Ergon Asphalt - Low bid

BUDGET ACCOUNT #: 3-1200-431-10-123-105-0-L73

| Authorized Signature | Printed Name | Department | Date |
|---|---|---|---|
| | M. Flores | Pct #3 | 10/29/13 |

Enclosures

Pct 3

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

# MEMORANDUM

Date: October 24, 2013

TO: Hon. A. C. Cuellar, Jr., Commissioner
Hidalgo County Precinct No. 1
Attn: Raul Lozano

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
Attn: Mr. Saul Ramirez / Norma Ceballos

TO: Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4
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Hidalgo County Purchasing Dept.

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If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4860

Please indicate below, the Vendor name and the Account number to be utilized for this project.

COMMENTS/CONCERNS: Award to lowest bidder; Ergon Asphalt

BUDGET ACCOUNT #: 3-1200-431-00-124-007-0-731

Gloria A. Beltran Gloria A. Beltran Pct 4 10/25/13

Authorized Signature | Printed Name | Department | Date

Enclosures

Pct 4

# HIDALGO COUNTY PURCHASING DEPARTMENT
## TABULATION SHEET

**DEPARTMENTS NAME: HIDALGO COUNTY(ALL FUNDING SOURCES, PROGRAMS AND ENITITIES)**

| **BID OPENING: October 23, 2013** | **OPENING TIME: 9:30 A.M.** |
|---|---|

**DESCRIPTION OF BID: RFB "CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"**
**BID NO. 2013-298-10-23-SGS**

**PRICE PER GALLON (FREIGHT INCLUDED) -ON AN "AS NEEDED BASIS"**

| | LOADS PER GALLON | UP TO 1000 | 1001 TO 2000 | 2001 TO 3000 | 3001 TO 4000 | 4001 TO 5000 | ADDITIONAL COST (SPECIFY) |
|---|---|---|---|---|---|---|---|
| | **VENDOR** | | | | | | |
| 1 | ***ERGON ASPHALT*** ***Corpus Christi, Tx.*** | $ 3.47 Per Gallon (freight included) | $ 2.94 Per Gallon (freight included) | $ 2.76 Per Gallon (freight included) | $ 2.67 Per Gallon (freight included) | $ 2.62 Per Gallon (freight included) | $ 80.00 DEMURRAGE: (After 2 hrs.) |
| 2 | ***MARTIN ASPHALT*** ***Houston, TX.*** | N / B Per Gallon (freight included) | N / B Per Gallon (freight included) | $ 3.00 Per Gallon (freight included) | $ 2.85 Per Gallon (freight included) | $ 2.70 Per Gallon (freight included) | $ 60.00 DEMURRAGE: (After 2 hrs.) |
| 3 | ***CLEVELAND ASPHALT*** ***Shepard, TX.*** | N /B Per Gallon (freight included) | $ 4.06 Per Gallon (freight included) | $ 3.11 Per Gallon (freight included) | $ 2.79 Per Gallon (freight included) | $ 2.63 Per Gallon (freight included) | $ 80.00 DEMURRAGE: (After 2 hrs.) |

# HIDALGO COUNTY PURCHASING DEPARTMENT
# PARTICIPATING BIDDER'S LOG
# SPECIFICATIONS/BID PACKETS

## RFB-RFP-RFQ

**BID OPENING DATE: OCTOBER 23, 2013** **BID OPENING TIME: 9:30 A.M**

**DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY (All Sources, Programs and Entities)"CRS-2(CATIONIC RAPID SETTING) EMULSFIED ASPHALT**

**BID NO: 2013-298-10-23-SGS**

| NAME OF BIDDER: COMPANY/FIRM | BID REQUEST VIA* | SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT | DATE | PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.s |
|---|---|---|---|---|
| 1.) Martin Asphalt, Co. Inc.<br>Attn: Jack Nimmo | e-mail | Sandy Suarez | 10/07/13 | 3 RIVERWAY STE# 400<br>HOUSTON, TX. 77056<br>Ph# 800-662-0987<br>Fax# 800-552-2415 D#713-350-6849<br>jnimmo@martinmlp.com |
| 3.) Ergon A & E Inc.<br>Attn: David Kopp | e-mail | Sandy Suarez | 10/07/13 | 6746 Up River Rd.<br>Corpus Christi, TX. 78409<br>P#830-708-6647<br>david.kopp@ergon.com |
| 4.) Construction Data Company<br>CDC/Bidtool<br>Attn. Laura Cobb | e-mail | Sandy Suarez | 10/07/13 | One Oakbrook Terrace Ste. 510<br>Oak Brook Terrace, Il. 60181<br>P#512-634-5633<br>Fax#866-714-9554<br>plans@cdcnews.com or<br>lcobb@cdcnews.com |
| 5.) Vaquero Enterprises<br>Attn: Mr. LeRoy Soliz | e-mail | Sandy Suarez | 10/07/13 | 426 St Thomas Dr<br>Laredo, Texas 78045<br>(956) 236-2411<br>vaquero.soliz@yahoo.com |
| 7.) Jonathan Winkelman | e-mail | Sandy Suarez | 10/07/13 | Jonathan.winkelman@gmail.com |
| 8.) Martin Midstream Mega Lubricates<br>J Hernandez<br>(affiliated w/ Martin Asphalt) | e-mail | Sandy Suarez | 10/07/13 | 3 RIVERWAY STE# 400<br>HOUSTON, TX. 77056<br>Ph# 800-662-0987<br>Fax# 800-552-2415<br>jhernandez@martinmlp.com |
| 9) Cleveland Asphalts | e-mail | Sandy Suarez | 10/07/13 | 100 Asphalt Lane<br>Shepard, TX. 77371<br>Ph#800-334-0177<br>capcoasphalt@msn.com |
| ***10) Virtual Builders Exchange***<br>Jeannette Olguin | EM | Sandy Suarez | 10/11/13 | ***4047 Naco Perrin Ste. 100***<br>***San Antonio, TX 78217***<br>***P#: 210.564.6900 f#: 210.564.6902***<br>***direct: 210.918.1124***<br>***jeannette@virtualbx.com*** |

| | | | | |
|---|---|---|---|---|
| 11) Prime Vendor Inc.<br>Kimberly Doumit | e-mail | Sandy Suarez | 10/15/13 | 4622 Cedar Avenue<br>Wilmington NC 28403<br>Phone: 800-746-9554<br>Fax: 800-746-8307<br>Bids20@prime-vendor.com |
| 12) CADCon Corp<br>Oscar A. Chavez | e-mail | Sandy Suarez | 10/22/13 | 1424 Mckinley St.<br>Brownsville, Tx. 78521<br>C: (956)-909-6659 |

***VIA:**
**IN PERSON (IP)**
**TELEPHONE REQUEST (TR)**
**BIDDER LIST MAIL OUT (BLM)**
**E-MAIL (EM)**

**REQUIREMENTS AGREEMENT**
**C-13-298-12-03**

**THIS AGREEMENT** (the "Agreement") is entered into as of the November 26, 2013 by and between Ergon Asphalt & Emulsions, Inc., a Texas Corporation ("Seller") and **Hidalgo County** ("Buyer").

**WHEREAS,** Buyer has solicited proposals for the supply of its requirements of "**CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT**", as further described in Exhibit "A" (the "Products"). Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year; and

**WHEREAS**, Seller has submitted a proposal to supply Buyer's requirements; and

**WHEREAS,** Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

**NOW THEREFORE,** for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in "**CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT** " in the areas of Hidalgo County projects for a period of six (6) months from **December 3, 2013 to June 2, 2014** and may be extended with the County's discretion for an additional six (6) months and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. 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 next contract term.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or

administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

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

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

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

If to Buyer:
Hidalgo County
Attn: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Seller:
Ergon Asphalt & Emulsions, Inc.
Attn: David C. Kopp, Area Sales Manager
11612 RM 2244, Building 1, Suite 250
Austin, Texas 78738

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

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

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

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

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

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

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

l. **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 sixty (60) 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).

m. **Insurance.** 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 coverages and in the amounts described on Exhibit AC@ attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer 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 advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

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

**APPROVED BY COMMISSIONERS COURT ON,_____.**

**APPROVED AS TO FORM:**
Atlas & Hall, L.L.P

By_____

**HIDALGO COUNTY**

By:_____
**Ramon Garcia, County Judge**

**ATTEST:**

_____
**Arturo Guajardo, Jr., County Clerk**

**COMPANY:**

By:_____
Printed Name:_____
Title:_____

# EXHIBIT "A"

# REQUEST FOR BID (RFB) PROCUREMENT PACKET

# PURCHASING DEPARTMENT
## County Of Hidalgo

October 7, 2013

_____
Bidder's name

_____
Address

_____
City

_____
State, Zip Code

Re: **HIDALGO COUNTY (ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)**
Request for Bids -**"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"**
**Bid No: 2013-298-10-23-SGS**

Dear Respondents:

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/sgs

Enclosures

**Hidalgo County Purchasing Department**
**2812 S. Business Highway 281**
**Edinburg, Texas 78539**
**(956) 318-2626/ Fax: (956) 318-2629**

# TABLE OF CONTENTS

**HIDALGO COUNTY**
(Including all funding sources, programs, and entities)
"CRS-2 (Cationic Rapid Setting) EMULSIFIED ASPHALT"
**BID NO.: 2013-298-10-23-SGS**


| Item | Description | No. of Pages |
|---|---|---|
| 1. | Request For Bid Letter | 1 |
| 2. | Request for Bid, Legal Notice | 8 |
| 3. | Exhibit A, Requirements | 5 |
| 4. | Exhibit B, Bid Page | 1 |
| 5. | Exhibit C, Insurance Requirements, | 4 |
| 6. | Exhibit D, CIQ Conflict of Interest Questionnaire | 1 |
| 7. | Vendor/Bidder Application and W-9 form | 6 |
| 8. | Certification Regarding Debarment | 1 |
| 9. | Draft Requirement Agreement | 7 |


The above mentioned items shall be found in the Request for Bids (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

October 7, 2013
Date

# LEGAL NOTICE

## REQUEST FOR BIDS

Hidalgo County
(All funding services, programs & entities)

"CRS-2 (Cationic Rapid Setting)
EMULSIFIED ASPHALT"

RFB No.: 2013-298-10-23-SGS

| Bid No: 2013-298-10-23-SGS | Buyer: Sandy Suarez | Tel. No: (956) 318-2626 |
|---|---|---|

# REQUEST FOR BIDS

## HIDALGO COUNTY

**(All Funding Sources, Programs & Entities)**

## "CRS-2(Cationic Rapid Setting) EMULSIFIED ASPHALT"

## BID OPENING DATE: October 23, 2013 @ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Highway 281 – New Administration Building
Edinburg, Texas 78539

1. Sealed bids will be received for **"HIDALGO COUNTY (All Funding Sources, Programs & Entities)-"CRS-2 (Cationic Rapid Setting) EMULSIFIED ASPHALT"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("Coun ty"). Strong rationale must be presented for any deviation fr om 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-2013-298-10-23-SGS- HIDALGO COUNTY (All Funding Sources, Programs & Entities)-" CRS-2 (Cationic Rapid Setting) EMULSIFIED ASPHALT"** in County's Purchasing Department, 2802 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, OCTOB ER 23, 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-2013-298-10-23-SGS-HIDALGO COUNTY (All Funding Sources, Programs & Entities) CRS-2 (Cationic Rapid Setting) EMULSIFIED ASPHALT"**
   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

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 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 of 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 (All Funding Sources, Programs & Entities)-"CRS-2 (Cationic Rapid Setting) Emulsified Asphalt"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.\

e) **Contract Number must be indicated on all invoices.**

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

**Hidalgo County Auditor's Office**
**Ray Eufracio, County Auditor**
**2808 S. Business Hwy. 281**
**Edinburg, Texas 78539**

17. **SCHEDULE OF EVENTS**

| | |
|---|---|
| **Bid Opening, 9:30 AM** | **October 23, 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 thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities.

Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform 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, Programs & Entities)**
**"CRS-2 (Cationic Rapid Setting) EMULSIFIED ASPHALT"**

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 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: _____

# EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

## REQUEST FOR BIDS

Hidalgo County
(All funding services, programs & entities)

"CRS-2 (Cationic Rapid Setting)
EMULSIFIED ASPHALT"

RFB No.: 2013-298-10-23-SGS

# EXHIBIT "A"

**HIDALGO COUNTY**
**(ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)**
**"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"**
**BID NO.: 2013-298-10-23-SGS**

## 1. SPECIFICATIONS:

INFORMATION/ INSTRUCTIONS TO BIDDERS:
The purchase of **CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT** will be only on an **"As Needed Basis"** by Hidalgo County, (All funding sources, i.e. CIP, CAP and Rd & Bridge, etc).

- **MATERIAL**: CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT
- **INCREMENTS:** BID PRICE SHOULD BE IN INCREMENTS OF 1,000 UP TO 5,000 GALLONS
- **SPECIAL CONDITIONS:** BID PRICE BY THE GALLON (FREIGHT TO BE INCLUDED). VENDOR MUST SUPPLY PUMP AND HOSE (FOR UNLOADING).

***SAMPLE*** *- Enter Bid amount on Exhibit "B - Bid Page"*

| QUANITY (ONLY ON AN AS NEEDED BASIS) | DELIVERED PRICE AMOUNT | ADDITIONAL COST (SPECIFY) |
|---|---|---|
| LOADS OF 1000 GALLONS OR LESS | $_____PER GAL. (FREIGHT INCLUDED) | Demurrage -after 2 hours: $ |
| LOADS OF 1,001 TO 2,000 GALLONS | $_____PER GAL. (FREIGHT INCLUDED) | Demurrage -after 2 hours: $ |
| LOADS OF 2,001 TO 3,000 GALLONS | $_____PER GAL. (FREIGHT INCLUDED) | Demurrage -after 2 hours: $ |
| LOADS OF 3,001 TO 4,000 GALLONS | $_____PER GAL. (FREIGHT INCLUDED) | Demurrage -after 2 hours: $ |
| LOADS OF 4,001 TO 5,000 GALLONS | $_____PER GAL. (FREIGHT INCLUDED) | Demurrage -after 2 hours: $ |

**LOCATIONS, CONTACTS AND DELIVERY INSTRUCTIONS:**

| PRECINCT NO. 1 | PRECINCT NO. 3 | PRECINCT NO. 4 |
|---|---|---|
| MILE 11 N. and 1 ½ miles W. from FM 1015 Sunrise Hill Park Weslaco, TX. 78596 | 7 Mile line and Iowa Rd. Mission, TX. 78572 | 1051 N. Doolittle Edinburg, TX. 78542 |
| **CONTACT:** | **CONTACT:** | **CONTACT:** |
| Katia Garcia (956) 968-8733 | Saul Ramirez, Field Operations Director (956) 585-4509 | Marco Lopez, Chief Administrator (956) 383-3112 |

- Delivery hours will be arranged with the Precincts when requiring **CRS-2 (Cationic Rapid Setting) Emulsified Asphalt**. Hidalgo County reserves the right to add or delete locations (pits) throughout the contract term.

## 2. REQUIREMENTS:

- The successful bidder shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by an authorized agent of the Hidalgo County Purchasing Department.
- The successful bidder agrees to abide by all applicable state laws, regulations and be incompliance with all OSHA and TXDOT regulations and requirements.
- Bidder will provide all labor, machinery and equipment, tools and materials required to render services.

## 3. TERMS & CONDITIONS:

1. The contract term will be for a period of six (6) months with County's option to extend the contract for additional six (6) months based on performance, evaluation and contingent upon terms, conditions and cost remaining unchanged, and/or sixty (60) day grace period at the end of the contract for unforeseen delays on subsequent contract award. It is agreed and understood that Hidalgo County will purchase no more material than is needed. Prices must remain firm during the contract period unless modifications are agreed and approved by Hidalgo County Commissioner's Court.

2. 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.

3. Hidalgo County reserves the right to award the bid to ONE or MULTIPLE bidders, if the County determines it is in its best interest to do so.

4. The Contract for the material shall remain in effect until **a)** contract expires, **b)** delivery/completion of services ordered , **c)** terminated by either party with a thirty (30) day written notice prior to any cancellation. The successful bidder must state in writing the reasons for such cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.

5. Insurance requirements must be met and a copy of the Certificate of Insurance (Acord form) must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder. Insurance requirements for this project to be maintained throughout the contract term.(refer to insurance requirements in ("Exhibit C")

6. After bid is awarded and low bidder(s) default in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County the right to seek services from the next low bidder. In such event, the County shall charge the successful bidder the difference for any additional cost of such item

7. In the event the material furnished does not meet the County's requirements (regardless of weather, test acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for unused portion of material found to be unsatisfactory.

8. Hidalgo County reserves the right to seek purchases for **"CRS-2 (Cationic Rapid Setting) Emulsified Asphalt"** from state awarded venders, whenever it is in the best interest of the County to do so.

9. **All cost and expenses associated with the preparation and submission of (bids, proposals, statements of qualifications (RFQ) and quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.**

10. Bidder(s) have been in business for at least two (2) years.

11. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

12. Bidder(s) agrees that to the extent an item is unavailable from Bidders(s) own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County.

14. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)

15. The bidder awarded the contract shall not engage the services of a subcontractor without prior written consent of Hidalgo County. When requesting written consent from Hidalgo County to retain a subcontractor to perform services hereunder the successful bidder must present evidence and submit to the County that the successful bidder and the proposed subcontractor possess all necessary licenses and permits to perform the services described herein and that the successful bidder and the proposed subcontractor have obtained and submitted the required insurance coverage and policies as required by Hidalgo County.

**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 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.

- 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.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- 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) **Timeframe 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.

# EXHIBIT "A"

## HIDALGO COUNTY

(ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)

## "CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"

## BID NO.: 2013-298-10-23-SGS

**ADDITONAL INFORMATION:**

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to: Martha L. Salazar, Purchasing Agent, Attn: Sandy Suarez, 2812 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956)318-2629 or (956)292-7612 OR VIA E-MAIL TO: sandy.suarez@co.hidalgo.tx.us by NO LATER THAN, Tuesday, October 15 , 2013 at 5:00 p.m.** Responses will be sent to all applicants via e-mail by no later than, **no later than Thursday , October 17, 2013 at 5:00 p.m.**

# EXHIBIT "B"

## BID PAGE

## REQUEST FOR BIDS

Hidalgo County
(All funding services, programs & entities)

"CRS-2 (Cationic Rapid Setting)
EMULSIFIED ASPHALT"

RFB No.: 2013-298-10-23-SGS

# EXHIBIT "B"

## HIDALGO COUNTY
## (ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)
## "CRS-2 (CATIONIC RAPID SETTING) EMULSFIED ASPHALT"
## BID NO.: 2013-298-10-23-SGS
## BID PAGE

Vendor must thoroughly fill in each section of the Bid Page ("Exhibit B") if applicable. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)

**Bid Price by the Gallon (Freight to Be Included). Vendor Must Supply Pump and Hose (For Unloading)**

| QUANITY **(Only On An As Needed Basis)** | DELIVERED PRICE AMOUNT | ADDITIONAL COST (SPECIFY) |
|---|---|---|
| LOADS OF 1000 GALLONS OR LESS | $_____ PER GAL. (FREIGHT INCLUDED) | DEMURRAGE AFTER 2 HOURS: $ |
| LOADS OF 1,001 TO 2,000 GALLONS | $_____ PER GAL. (FREIGHT INCLUDED) | DEMURRAGE AFTER 2 HOURS $ |
| LOADS OF 2,001 TO 3,000 GALLONS | $_____ PER GAL. (FREIGHT INCLUDED) | DEMURRAGE AFTER 2 HOURS $ |
| LOADS OF 3,001 TO 4,000 GALLONS | $_____ PER GAL. (FREIGHT INCLUDED) | DEMURRAGE AFTER 2 HOURS $ |
| LOADS OF 4,001 TO 5,000 GALLONS | $_____ PER GAL. (FREIGHT INCLUDED) | DEMURRAGE AFTER 2 HOURS $ |

*Internal Use Only: NIGP Commodity Code: 745-08*

**Bidder's Information:**

**Bidder/Company Name:** _____

**Address:** _____

**City/State/Zip Code:** _____

**Phone & Fax No.'s:** _____

**Cell Phone:** _____

**Authorized Signature:** _____

**Printed Name:** _____

**Title:** _____

# EXHIBIT "C"

INSURANCE REQUIREMENTS

## REQUEST FOR BIDS

Hidalgo County
(All funding services, programs & entities)

"CRS-2 (Cationic Rapid Setting)
EMULSIFIED ASPHALT"

RFB No.: 2013-298-10-23-SGS

# EXHIBIT "C"

## Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

**Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).** Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

**ACORD** **CERTIFICATE OF INSURANCE** DATE (MM/DD/YY)

| PRODUCER | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |
|---|---|
| | **INSURERS AFFORDING COVERAGE** |
| INSURED | INSURER A: |
| | INSURER B: |
| | INSURER C: |
| | INSURER D: |
| | INSURER E: |

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|
| A | **GENERAL LIABILITY**<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 | $ |
| | | | | | GENERAL AGGREGATE | $ |
| | | | | | PRODUCTS – 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 OCCURRENCE | $ |
| | | | | | AGGREGATE | $ |
| | | | | | | $ |
| | | | | | | $ |
| | | | | | | $ |
| D | **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY** | | | | WC STATU- TORY LIMITS ☐ OTHER | |
| | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | E.L. DISEASE-EA EMPLOYEE | $ |
| | | | | | E.L. DISEASE-POLICY LIMIT | $ |
| | **OTHER** | | | | | |

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 Commissioner's Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met; see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

**Notice to Bidder:**
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

**THIS FORM MUST ACCOMPANY BID PACKET**

# PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

# EXHIBIT "D"

CIQ FORM
CONFLICT OF INTEREST QUESTIONNAIRE

## REQUEST FOR BIDS

Hidalgo County
(All funding services, programs & entities)

"CRS-2 (Cationic Rapid Setting)
EMULSIFIED ASPHALT"

RFB No.: 2013-298-10-23-SGS

# EXHIBIT "D"

## CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

**This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

# VENDOR'S APPLICATION & W-9 FORM

## REQUEST FOR BIDS

Hidalgo County
(All funding services, programs & entities)

"CRS-2 (Cationic Rapid Setting)
EMULSIFIED ASPHALT"

RFB No.: 2013-298-10-23-SGS

# HIDALGO COUNTY
# PURCHASING DEPARTMENT
# Bidder/Vendor Application

**Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us**

| |
|---|
| **Company Name:** **Telephone No. ( )** |
| **dba Name:** |
| **Legal Name:** |
| **Mailing Address :** **Fax No. ( )** |
| **Physical Address:** |
| **City, State, Zip** **Tax I.D. No.** |
| **Remit to Address :** **City, State, Zip** |
| **E-Mail Address:** |
| **Representative(s) Name(s) & Title(s)** |
| **Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify**<br>**State Identification No._____ (Please attached completed W-9 form with this application)**<br>**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)**<br>**Small Business:_____Disadvantaged Business (At Least 51% Ownership)**<br>☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American<br>☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women<br>☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other<br>☐ More than 500,000 annual gross receipt<br>**Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No<br>**Indicate Certification No.(s):_____ or are Certificate(s) attached?:** ☐ Yes ☐ No |
| **What type of product(s) is/are solicited by your company?:**<br>**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):**<br>**Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:** |

## HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

## LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

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

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

Social security number

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

Employer identification number

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | – | | | | | | |

## Part II Certification

Under penalties of perjury, I certify that:

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

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

**Sign Here** Signature of U.S. person ▶ Date ▶

## General Instructions

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

## Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

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

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

*Example.* Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| Interest and dividend payments | All exempt payees except for 9 |
| Broker transactions | Exempt payees 1 through 5 and 7 through 13. Also, C corporations. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 5 |
| Payments over $600 required to be reported and direct sales over $5,000 [1] | Generally, exempt payees 1 through 7 [2] |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account [1] |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor [2] |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee [1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner [1] |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner [3] |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A)) | The grantor* |
| **For this type of account:** | **Give name and EIN of:** |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity [4] |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B)) | The trust |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

# CERTIFICATION REGARDING DEBARMENT

## REQUEST FOR BIDS

Hidalgo County
(All funding services, programs & entities)

"CRS-2 (Cationic Rapid Setting)
EMULSIFIED ASPHALT"

RFB No.: 2013-298-10-23-SGS

**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.

# EXHIBIT "B"

# BID PAGE

# EXHIBIT "B"

## HIDALGO COUNTY
## (ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)
## "CRS-2 (CATIONIC RAPID SETTING) EMULSFIED ASPHALT"
## BID NO.: 2013-298-10-23-SGS
## BID PAGE

Vendor must thoroughly fill in each section of the Bid Page ("Exhibit B") if applicable. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)

**Bid Price by the Gallon (Freight to Be Included). Vendor Must Supply Pump and Hose (For Unloading)**

| QUANITY (Only On An As Needed Basis) | DELIVERED PRICE AMOUNT | ADDITIONAL COST (SPECIFY) |
|---|---|---|
| LOADS OF 1000 GALLONS OR LESS | $ 3.4656 PER GAL. (FREIGHT INCLUDED) | DEMURRAGE AFTER 2 HOURS: $ 80.00/HOUR |
| LOADS OF 1,001 TO 2,000 GALLONS | $ 2.9328 PER GAL. (FREIGHT INCLUDED) | DEMURRAGE AFTER 2 HOURS $ 80.00/HOUR |
| LOADS OF 2,001 TO 3,000 GALLONS | $ 2.7585 PER GAL. (FREIGHT INCLUDED) | DEMURRAGE AFTER 2 HOURS $ 80.00/HOUR |
| LOADS OF 3,001 TO 4,000 GALLONS | $ 2.6664 PER GAL. (FREIGHT INCLUDED) | DEMURRAGE AFTER 2 HOURS $ 80.00/HOUR |
| LOADS OF 4,001 TO 5,000 GALLONS | $ 2.6171 PER GAL. (FREIGHT INCLUDED) | DEMURRAGE AFTER 2 HOURS $ 80.00/HOUR |

*Internal Use Only: NIGP Commodity Code: 745-08*

Federal Environmental Fee will be added to above prices at rate of $.4424/ton for asphalt & polymer loads or $.00133/gal for emulsion loads.

**Bidder's Information:**

**Bidder/Company Name:** ERGON ASPHALT & EMULSIONS, INC.

**Address:** 11612 RM 2244, BUILDING 1, SUITE 250

**City/State/Zip Code:** AUSTIN, TEXAS 78738

**Phone & Fax No.'s:** (512) 469-9292 (512) 469-0391 FAX

**Cell Phone:** (830) 708-6647

**Authorized Signature:** D. C. Kopp

**Printed Name:** DAVID C. KOPP

**Title:** AREA SALES MANAGER

OPENED
10/23/13
9:50am
Witnessed

# Re: RFB No.: 2013-298-10-23-SGS- Hidalgo County - "CRS-2 Emulsified Asphat" Federal Environmental Fees - Clarification

**From :** David Kopp <David.Kopp@ergon.com> Tue, Nov 12, 2013 05:03 PM

**Subject :** Re: RFB No.: 2013-298-10-23-SGS- Hidalgo County - "CRS-2 Emulsified Asphat" Federal Environmental Fees - Clarification

**To :** Sandy Suarez <sandy.suarez@co.hidalgo.tx.us>

**Cc :** Beth Roe <Beth.Roe@ergon.com>, Karen S. Sellers <Karen.Sellers@ergon.com>

Sandy,

As we discussed Ergon normally charges the environmental fee to all customers since the Feds charge us with the fee. Ergon can waive it to governmental entities if requested. With that in mind we will waive the fee for Hidalgo County.

Let me know if you have any further questions or concerns.

David C. Kopp, P.E.
South Texas Area Sales Manager
Ergon Asphalt & Emulsions, Inc.
david.kopp@ergon.com<mailto:david.kopp@ergon.com>
Cell (830) 708-6647
Sent from my iPhone

"Stop being afraid of what could go wrong and think of what could go right."

On Nov 12, 2013, at 4:03 PM, "Sandy Suarez" <sandy.suarez@co.hidalgo.tx.us<mailto:sandy.suarez@co.hidalgo.tx.us>>

# EXHIBIT "C"

# CERTIFICATE OF INSURANCE

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/02/2013

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
Marsh USA Inc.
701 Poydras Street, Suite 4125
neworleans.certrequest@marsh.com
New Orleans, LA 70139

Ergon -Stand-All-13-14

INSURED
Ergon Asphalt & Emulsions, Inc.
P.O. Box 1639
Jackson, MS 39215-1639

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Zurich American Insurance Co | 16535 |
| INSURER B : American Zurich Insurance Co. | 40142 |
| INSURER C : N/A | N/A |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

COVERAGES CERTIFICATE NUMBER: HOU-001967493-28 REVISION NUMBER: 6

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 | | | GLO930073911 | 08/01/2013 | 08/01/2014 | EACH OCCURRENCE | $ 1,000,000 |
| | X COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | CLAIMS-MADE X OCCUR | | | | | | MED EXP (Any one person) | $ 5,000 |
| | X $250,000 SIR | | | | | | 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 |
| | | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | BAP291743515 | 07/01/2013 | 07/01/2014 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X 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 $ | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | WC291716515 (AOS) | 07/01/2013 | 07/01/2014 | X WC STATU-TORY LIMITS / OTH-ER | |
| A | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N | N/A | | WC654826304 (MA) | 07/01/2013 | 07/01/2014 | 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)
County of Hidalgo shall be named as Additional Insured where required by written contract in regards to the General Liability and Auto Liability.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
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
of Marsh USA Inc.
David B. Gorney

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**AI-41920** **Purchasing Department** **14. B. 1.**

**CC REGULAR**

**Meeting Date:** 12/03/2013

**Submitted By:** Rocio Villarreal, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

### CAPTION

a. Acceptance and approval to execute the final form of a Professional Engineering Agreement with L&G Engineering, for "Shary Road (FM 494) from FM 1924 (Mile 3) to SH 107"as approved for negotiations on CC 11/12/13.

b. Acceptance and approval of Work Authorization No. 1 (with an estimated cost of $728,425.00) as submitted by project engineer, L&G Engineering for engineering services for "Preparation of the (1) Environmental Assessment, Public Involvement, Schematic and Hydrologic Design and (2) Surveying for the Shary Rd (FM 494) project from FM 1924 (Mile 3) to SH 107" within Hidalgo County Pct. No. 3.

### BACKGROUND

Funding pending CC approval of AI #42002; appropriation in the amount of $728,425.00

## Fiscal Impact

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

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

**BUDGETARY IMPACT:**

Funding Source will be included by the Budget Office.

## Attachments

Legal's Approval

Work Authorization No. 1

Contract

revised exhibit D

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 11/22/2013 04:15 PM |
| Budget & Management | Obdett Calzada | 11/22/2013 04:29 PM |
| Budget & Management | Obdett Calzada | 11/22/2013 04:29 PM |
| Auditor's Office | Obdett Calzada | 11/27/2013 10:03 AM |
| Auditor's Office | Monica Badillo | 11/27/2013 10:52 AM |

Form Started By: Rocio Villarreal Started On: 11/20/2013 05:06 PM

Final Approval Date: 11/27/2013

# RE: C-13-333-12-03-L&G Engineer

**From :** Steve Crain <scrain@atlashall.com> Thu, Nov 21, 2013 03:26 PM
**Subject :** RE: C-13-333-12-03-L&G Engineer
**To :** 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

The agreement is fine.

---

**From:** Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
**Sent:** Thursday, November 21, 2013 2:46 PM
**To:** Steve Crain
**Subject:** Re: C-13-333-12-03-L&G Engineer

Mr. Crain:

Insurance has been corrected. 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:** Thursday, November 21, 2013 10:58:55 AM
**Subject:** RE: C-13-333-12-03-L&G Engineer

The name on the insurance does not match the name on the contract.

---

**From:** Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
**Sent:** Thursday, November 21, 2013 10:27 AM
**To:** Steve Crain
**Subject:** Re: C-13-333-12-03-L&G Engineer

Oops sorry. Here it is.

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:** Thursday, November 21, 2013 10:03:23 AM
**Subject:** RE: C-13-333-12-03-L&G Engineer

There is nothing attached.

---

**From:** Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
**Sent:** Thursday, November 21, 2013 9:46 AM
**To:** Steve Crain
**Subject:** C-13-333-12-03-L&G Engineer

Mr. Crain:

Attached for your review and approval as to form is an agreement for engineer services from L&G Engineer for the Shary Road Project for Pct 3.

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

---

# HIDALGO COUNTY
# Professional Engineering Services
# Contract # C-13-333-12-03
# 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 Engineering Services required for the preparation of the (1) Environmental Assessment, Public Involvement, Schematic and Hydrologic Design for the Shary Road (FM 494) project from FM 1924 (Mile 3) to SH 107 and (2) Surveying for the Shary Road (FM 494) project from FM 676 (Mile 5) to SH 107.

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 **$728,425.00**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as ***EXHIBIT "D-2"- Estimated Project Fee Schedule and Man-hour Breakdown.***

**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 shall serves as a Notice to Proceed as per Article 3, Period of Service on the Agreement. This Work Authorization shall terminate upon completion of scopes of the work authorization, as identified on ***EXHIBIT "C" - Work Schedule.***

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 _____ as indicated below.

THE ENGINEER:
L&G ENGINEERING

_____
By: Jacinto Garza, P.E.
President

THE OWNER:
HIDALGO COUNTY

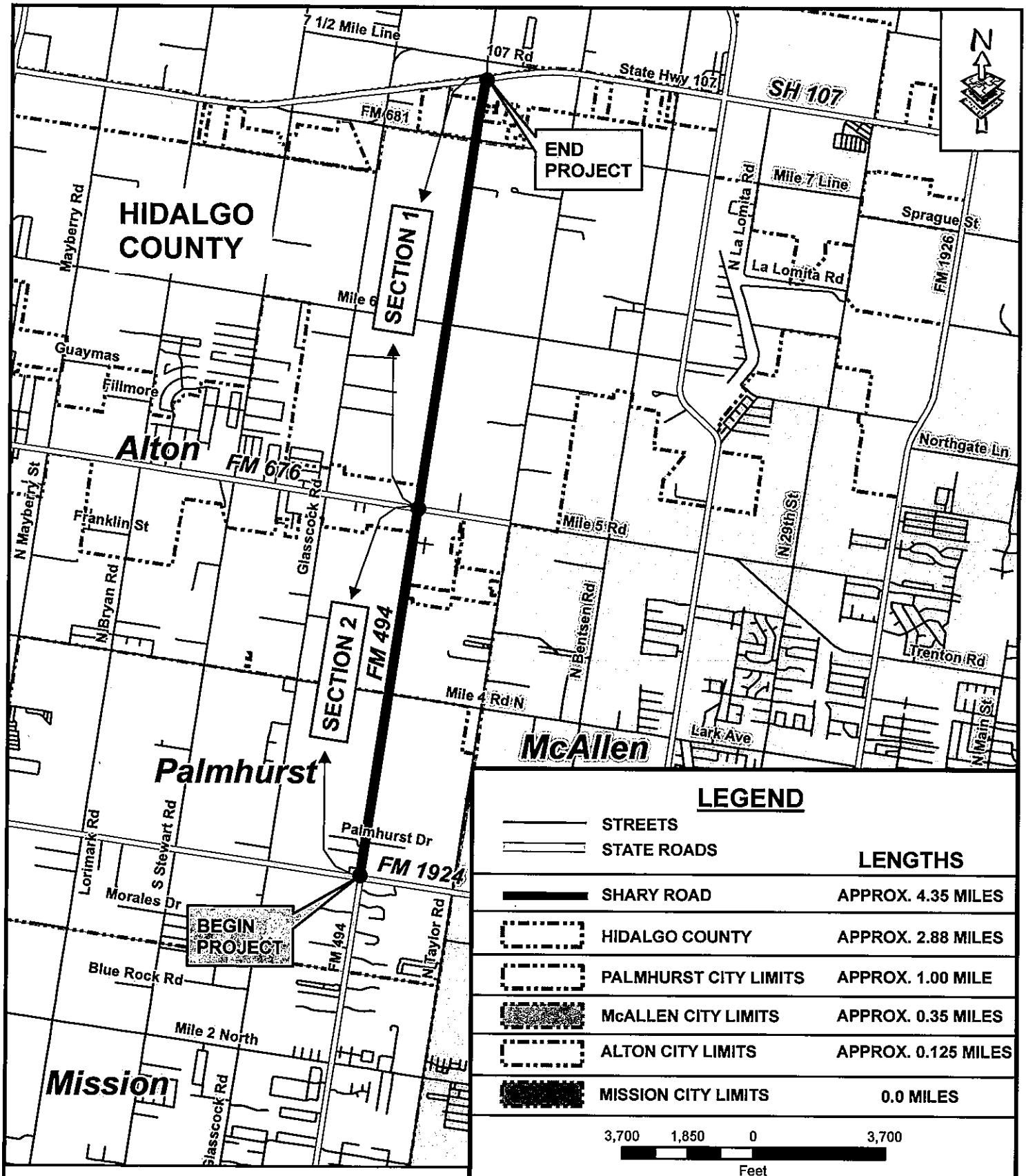
_____
By: Ramon Garcia,
County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF EXHIBITS

Location Map
Exhibit A - Services to be provided by Owner
Exhibit B - Services to be provided by Engineer
Exhibit C - Work Schedule
Exhibit D-2 - Estimated Project Fee Schedule and Man-hour Breakdown




## LEGEND

| | LENGTHS |
|---|---|
| STREETS | |
| STATE ROADS | |
| SHARY ROAD | APPROX. 4.35 MILES |
| HIDALGO COUNTY | APPROX. 2.88 MILES |
| PALMHURST CITY LIMITS | APPROX. 1.00 MILE |
| McALLEN CITY LIMITS | APPROX. 0.35 MILES |
| ALTON CITY LIMITS | APPROX. 0.125 MILES |
| MISSION CITY LIMITS | 0.0 MILES |

3,700 1,850 0 3,700

Feet

1 inch = 3,750 feet

# EXHIBIT A

# SHARY ROAD (FM 494) LOCATION MAP

## FROM FM 1924 (MILE 3) TO SH 107

## APPROX. PROJECT LENGTH 4.35 MILES

THE COUNTY OF HIDALGO TEXAS

JOE FLORES
HIDALGO COUNTY PCT#3 COMMISSIONER

L&G Engineering
Highway/Civil • Structural/Bridge
Environmental • Geotechnical
Construction Material Testing
Right-of-Way Acquisition Provider Services

2100 W. Expressway 83
Mercedes, TX 78570
Phone: (956) 565-9813
Fax: (956) 565-9018
Toll Free: (888) 565-9813

900 S. Stewart Rd., Ste 9
Mission, TX 78572
Phone: (956) 585-1909
Fax: (956) 585-1927
Toll Free: (888) 585-1909

G:\AMAPS\SHARY RD MILE 3 TO 107

# EXHIBIT "A"

**Services to be provided by the County**

1. The County will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.

2. The County will provide copies of all subdivision plats of record and/or in the subdivision process.

3. The County will provide the Engineer with on-going guidance, timely reviews, and decisions necessary to complete services required by the work authorization in order to permit the Engineer to maintain an agreed upon project schedule.

4. The County will provide a Purchase Order and process all acceptable requests for payment in a timely manner.

5. The Work Authorization will identify the Notice to Proceed date.

## GENERAL INSTRUCTIONS

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean the Hidalgo County.

## PROJECT DESCRIPTION

The services designated herein as "Services provided by the ENGINEER" shall include the performance of all engineering services for the following described facility:

COUNTY/CITY: HIDALGO COUNTY

CONTROL: _____

PROJECT/DESCRIPTION: Professional Engineering Services

LENGTH: 4.35 MILES

HIGHWAY: SHARY ROAD (FM 494) PROJECT

LIMITS: Section I: from FM 676 (Mile 5) to SH 107
Section II: from FM 1924 (Mile 3) to FM 676 (Mile 5)

**EXISTING FACILITY**

**PROJECT CLASSIFICATION**

(Place an "X" in only one Project Classification)

- ___ Surface Treatment
- ___ Overlay
- ___ Rehabilitation Existing Road (Scarify & Reshape)
- ___ Convert Non-Freeway to Freeway
- ___ Widen Freeway
- _X_ Widen Non-Freeway
- ___ New Location Toll Freeway
- ___ New Location Non-Freeway
- ___ Interchange (New or Reconstruct)
- ___ Bridge Widening or Rehabilitation
- ___ Bridge Replacement
- ___ Upgrade to Standards - Freeway
- ___ Upgrade to Standards - Non-Freeway
- ___ Miscellaneous Studies (Use Function Code 110 for All Tasks)

**NOTES**

## ROUTE AND DESIGN STUDIES

(Function Code 110)

| Services Provided By: ENGINEER | COUNTY | | |
|---|---|---|---|
| YES | N/A | 1. | Route Location Studies |
| N/A | N/A | 2. | Level of Service Analysis |
| N/A | N/A | 3. | Traffic Evaluations and Projections |
| YES | N/A | 4. | Develop Roadway Design Criteria |
| YES | N/A | 5. | Preliminary Cost Estimates |
| YES | N/A | 6. | Design Schematic<br>(See Section 7, page 7-1 for schematic layout requirements) |
| YES | N/A | 7. | Preliminary Right-of-Way Requirements |
| YES | N/A | 8. | Design Concept Conference |
| | | 9. | Soil Core Hole Drilling |
| N/A | N/A | | a. Pavement (See Section 7, pages 7-3 thru 7-4 for requirements) |
| N/A | N/A | | b. Retaining Walls (See Section 10, page 10-1 thru 10-2 for requirements) |
| N/A | N/A | | c. Miscellaneous Structures (See Section 10, page 10-4 for requirements) |
| N/A | N/A | | d. Bridges (See Section 11, page 11-3 for requirements) |

## NOTES
## SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT
(Function Code 120)

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| | | 1. Environmental Reports<br>All Environmental Reports shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations, Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B. |
| | | a. Environmental Assessments |
| NO | NO | (1) An Environmental Assessment shall be prepared, anticipating a Categorical Exclusion. |
| YES | NO | (2) An Environmental Assessment shall be prepared, anticipating a Finding of No Significant Impact. |
| NO | NO | (3) An Environmental Assessment shall be prepared, anticipating the need for a Draft Environmental Impact Statement. |
| | | b. Environmental Impact Statement |
| NO | NO | (1) A Draft Environmental Impact Statement shall be prepared. After appropriate interagency and public reviews within time limits prescribed by the Code of Federal Regulations, Title 23, Part 771 and 43 Texas Administrative Code 2.40-2.51, a Final Environmental Impact Statement shall be prepared. |
| NO | NO | (2) A Section 4(f) Statement (Department of Transportation Act) shall be provided by the ENGINEER. The format and content of the statement is found in FHWA Technical Advisory T6640.8A. |
| | | 2. Public Involvement<br>All public involvement procedures shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B. |
| YES | NO | a. A public involvement meeting(s)/hearing(s) shall be scheduled, coordinated and conducted.* |
| YES | NO | b. Technical assistance, meeting(s)/hearing(s) preparation, maintenance of contracts lists, minutes of meeting(s), exhibit preparation, and other tasks outlined by the COUNTY, shall be provided. |
| | | 3. Cultural Resources<br>Formal consultation with the State Historic Preservation Office (SHPO) and the Texas Historical Commission (THC) will be conducted by the COUNTY. |
| YES | NO | a. Historic Structure Studies<br>A records search and reconnaissance survey shall be performed, and documentation prepared regarding identification efforts, National Register eligibility and potential impacts to historic properties in accordance with the state's historic structure requirements. |
| | | b. Archeological Studies |
| YES | NO | (1) Files searches shall be conducted to determine if known archeological sites are present; to identify whether these sites have been listed or determined eligible for the National Register of Historic Places or have been designated State Archeological Landmarks; and to identify the need (if any) to perform additional archeological investigations. |
| YES | NO | (2) Archeological reconnaissance will be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE. |
| YES | NO | (3) Archeological survey shall be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE. |

Services Provided By:
ENGINEER COUNTY

4. Noise and Air Quality Analyses

YES NO a. Noise Analysis
A noise analysis shall be prepared, including predicted noise levels and the consideration and evaluation of noise mitigation, in accordance with the STATE'S Noise Guidelines. The noise analysis report shall be prepared and submitted to TxDOT for review and results shall be made part of the administratively complete document.

YES NO b. Air Quality Analysis
An air quality analysis shall be prepared in accordance with the STATE'S Air Quality Guidelines. The air quality analysis or a summary of the air quality shall be included in the administratively complete document for the project.

YES NO 5. Ecological Investigations
A wetland survey and if necessary, a wetland delineation shall be conducted and a "wetland finding" shall be provided if necessary.

A determination should be made if there are potential federally listed endangered or threatened species that could be impacted. The District will be notified as soon as possible that Section 7 or 10 consultations may be required. Supporting data will be furnished to the district when consultation with the U.S. Fish and Wildlife Service is undertaken.

YES NO 6. Hazardous Materials
The consultant shall prepare a Hazardous Materials Technical report shall be submitted to TxDOT for review and approval. The results shall be made part of the administratively complete document perform an Environmental Site Assessment for hazardous materials impact in accordance with the American Society for Testing and Materials (ASTM) 1528.93 (Transaction Screen Process).

YES NO 7. General Guidelines for Preparation of Environmental Documents

a. The Biological Impact Evaluation Report shall be prepared and submitted electronically to TxDOT.
b. All cultural resource reports (i.e. Archeological and Historical Project Coordination Requests (PCRs), background and reconnaissance surveys) will be submitted electronically to TxDOT.
c. The draft administratively complete document will be submitted to TxDOT electronically through their FTP site.
d. The administratively complete document will be prepared in accordance with the content and format of FHWA Technical Advisory T6640.8A and the TxDOT Administrative Code 43 TAC §2.44.
e. The administratively complete document will be submitted to TxDOT electronically through their FTP site.
f. Upon completion and approval of the administratively and technically complete document, the Engineer will provide one (1) hard copy to the Client, one (1) hardcopy to the district, and (3) hardcopies to TxDOT ENV.
g. Exhibits in the administratively complete document shall be color copies and text shall be black and white.

# RIGHT-OF-WAY DATA
(Function Code 130)

Services
Provided By:
SURVEYOR COUNTY

**NOTE:** No work involving right-of-way (ROW) data is to be performed until the COUNTY has given the ENGINEER written approval of the final location of the proposed ROW lines as approved by TxDOT.

## A. RIGHT-OF-WAY MAPPING:

### 1. PURPOSE:
The purpose of right-of-way mapping is to prepare documents suitable for the acquisition of real property interests and the probable issuance of a title policy.

### 2. DEFINITIONS:
For purposes of this Contract, the following definitions shall apply:

2.1. Abstract Map – A drawing to scale prepared from record documents depicting proposed right-of-way lines, existing right-of-way lines, easement lines, and private property lines with relevant grantee names, recording data, and recording dates.

2.2. Closure/Area Calculation Sheet – A computer generated print-out of the area and the perimeter bearings, distances, curve data, and coordinates of an individual parcel of land to be acquired.

2.3. Access Denial Line – A line which indicates specific location where access to the roadway is denied.

2.4. Property Descriptions – A written metes and bounds description delineating the area and the boundary and describing the location of an individual parcel of land unique to all other parcels of land.

2.5. Owner – The most current title holder of record as determined by a study of the Real Property Records.

2.6. Parcel Plat – An 8 ½ inch by 11 inch drawing to scale depicting all the information shown on the right-of-way map regarding an individual parcel of land to be acquired.

2.7. Parent Tract – A unit or contiguous units of land under one ownership, comprising a single marketable tract of land consistent with the principle of highest and best use. A parent tract may be described by a single instrument or several instruments. A single parent tract cannot be severed by a public right-of-way, easement, or separate ownership which destroys unity of use.

2.8. Parent Tract Inset – A small line drawing, to an appropriate scale, of the parent tract perimeter placed upon the right-of-way map in the proximity of the respective parcel. Parent tract insets are used in cases where the parent tract cannot be shown to the same scale as the right-of-way map. Since parent tract insets are used to identify the limits and location of parent tracts, they should include public right-of-ways, utility easements and fee strips, and identifiable water courses which bound the parent tract.

2.9. Point of Beginning (P.O.B.) – A corner of the parcel of land to be acquired, located on the proposed right-of-way line and being the beginning terminus of the first course of the property description.

2.10. Point of Commencing (P.O.C.) – A monumented property corner which can be identified in the Real Property Records and is located outside the proposed right-of-way corridor. For title purposes, the point of commencing should be a monumented back corner of the parent tract. In the event a monumented back corner of the parent tract cannot be recovered, the nearest identifiable monumented property corner located outside the proposed right-of-way corridor may be used.

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SURVEYOR COUNTY

2.11. Preliminary Right-of-Way Layout/Abstract Map – A drawing to scale depicting proposed right-of-way lines, existing right-of-way lines, proposed pavement, access denial lines, the proposed centerline alignment, private property lines, easement lines, visible improvements, visible utilities, the station and offset from the centerline alignment to each Point of Curvature (PC), Point of Tangency (PT), and angle point in the proposed right-of-way lines and to each PC, PT, and angle point in the existing right-of-way lines in areas of no proposed acquisition. *(Reference Sample on CD Attached)*

2.12. Right-of-Way Maps/Property Description/Parcel Plats – A series of 22 inch by 34 inch and 11 inch by 17 inch drawings to scale depicting the results of relevant elements of records research, field work, analysis, computation, and map making required to determine title, delineate areas and boundaries, locate and describe utilities and improvements to the extent necessary to appraise the value and negotiate the acquisition of individual parcels of private land for a proposed right-of-way project. *(Reference Sample on CD Attached)*

**3. WORK TO BE PERFORMED:**

N/A N/A 3.1. Preliminary Right-of-Way Layout/Abstract Map:

An abstract map shall be prepared sufficient to determine the following:

3.1.1. Any and all interests of public record held in the land to be acquired.

3.1.2 The total record holdings of an owner contiguous to land to be acquired from that owner.

3.1.3. Any and all interests in land to be acquired held in common (shopping mall parking lots, subdivision reserves, etc.)

3.1.4. Any and all improvements proposed by other agencies which may have a bearing on project development.

3.1.5. All called monuments, bearings, and distances as per recorded information.

N/A N/A 3.2. Right-of-Way Map:

The SURVEYOR shall field locate property corners, existing right-of-way markers, improvements, visible utilities, verify and update the planimetric file, if provided, and as directed by the ENGINEER.

A right-of-way map shall be prepared for each proposed right-of-way project. A right-of-way map shall include a title sheet, an index sheet, a survey control index sheet, a horizontal and vertical control data sheet, and sufficient plan sheets to cover the proposed project, or as directed by the ENGINEER. The STATE has developed standard title sheets, index sheets, and plan sheets, copies of which the SURVEYOR shall request and secure for all purposes of this Contract. Plan sheets shall include, but need not be limited to, the following items of information.

By mutual agreement between the Texas Board of Professional Land Surveying and the TxDOT, right-of-way maps need not be signed and sealed by a Registered Professional Land Surveyor.

3.2.1. Proposed right-of-way lines shall be delineated with appropriate bearings, distances, and curve data. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.

3.2.2. Existing right-of-way lines shall be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.

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Services
Provided By:
SURVEYOR COUNTY

3.2.3. The proposed project baseline alignment shall be delineated with appropriate bearings, distances, and curve data. Curve data shall include the station of the curve Point of Intersection (PI), radius, delta angle, arc length, tangent length, long chord bearing and distance, and the N and E coordinates of the curve PI. All alignment PCs, PTs, and even 500 foot stations shall be labeled as to station.

3.2.4. Proposed paving lines combined with relevant existing paving lines shall be shown to the extent necessary to compile a complete picture of proposed traffic movements. Proposed paving on the final mylars submitted to the ENGINEER shall be shaded with a dot pattern or highlighted by some other means acceptable to the ENGINEER.

3.2.5. Access denial lines shall be shown sufficiently to indicate areas where access is to be denied and where access is to be permitted if required by the ENGINEER.

3.2.6. Private property lines shall be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.

3.2.7. Porción lines, subdivision lines and survey lines shall be shown and identified by name and Porción number.

3.2.8. County lines and city limit lines shall be located and identified by name.

3.2.9. A north arrow shall be shown on each sheet, and, if possible, located in the upper right corner of the sheet.

3.2.10. Monumentation set or found shall be shown and described as to material and size.

3.2.11. A station and offset shall be shown for each PC, PT, and angle point in the proposed right-of-way lines. Stations and offsets shall be with respect to the proposed centerline alignment.

3.2.12. Intersecting and adjoining public right-of-ways shall be shown and identified by name, right-of-way width, and recording data.

3.2.13. Railroads shall be shown and identified by name, right-of-way width, and recording data.

3.2.14. Utility corridors shall be identified as to easement or fee and recording information shall be identified.

3.2.15. Easements and fee strips shall be shown and identified by width, owner, distance of easement to a property corner of the parent track, and recording data.

3.2.16. Building lines or set-back lines shall be shown and identified.

3.2.17. Visible improvements located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be shown and identified.

3.2.18. Structures shall be identified as commercial or residential, by number of stories, and as to type (brick, wood frame, etc.).

3.2.19. Structures which are severed by a proposed right-of-way line shall be dimensioned to the extent necessary to completely delineate the severed parts.

3.2.20. Parking areas, billboards, and other on-premise signs which are severed by a proposed right-of-way line shall be dimensioned to the extent necessary to delineate that portion of the parking area, billboard, or sign which is located within the proposed right-of-way corridor.

NOT INCLUDED IN WORK AUTHORIZATION NO 1

Services
Provided By:
SURVEYOR COUNTY

3.2.21. In cases where structures are located outside the proposed right-of-way corridor and within 25 feet of a proposed right-of-way line, the shortest distance between the structure and the proposed right-of-way line shall be shown and field verified.

3.2.22. Visible utilities located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be shown and identified.

3.2.23. The location of underground utilities and fuel storage tanks situated within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be determined and shown as required by the ENGINEER. The visible location of stand pipes, vents and filler caps in conjunction with available design and as-built drawings may be used to determine a most probable location and size in the event an actual location is indeterminable.

3.2.24. Points of commencing and points of beginning shall be shown and labeled. Points of beginning shall be shown with their respective N and E surface coordinates. As an exception, a point of commencing will not be required in the case of a total taking without a remainder.

3.2.25. Each parcel of land to be acquired shall be identified by a parcel number which shall appear in the ownership tabulation and on the right-of-way map in the proximity of the respective parcel. If the SURVEYOR is unfamiliar with the criteria used by the STATE to assign parcel numbers, he shall seek the assistance of the ENGINEER at the time the abstract map is complete. THE SURVEYOR SHALL SEEK ASSISTANCE FROM THE ENGINEER IN DEVELOPING AN OWNERSHIP TABULATION TABLE.

3.2.26. An ownership tabulation shall be shown which shall include the parcel number, existing area of the parent tract, lot(s) and block(s) constituting the parent tract when applicable, owner's name, type of conveyance, film code, county clerk's file number, taking area, and remaining area of the parent tract located left and/or right of the centerline alignment. Types of conveyance, film code and file numbers refer to conveyances into the STATE and will be added to the right-of-way map by the STATE at a later date. Several blank lines shall be provided in the tabulation block to facilitate future map additions.

3.2.27. A parent tract inset shall be shown for each parent tract which cannot be shown to scale on the right-of-way map. The use of broken scale lines should be avoided. When parent tract insets are used, the point of commencing with the appropriate bearing and distance to the point of beginning may be shown on the parent tract inset.

3.2.28. A note shall be included on the title sheet and each map sheet stating the source of bearings, coordinates, and datum used.

3.2.29. Appropriate notes shall be included on the title sheet and each map sheet stating the following:
a. Month(s) and year abstracting upon which the map is based.
b. Month(s) and year field surveys were conducted upon which the map is based.
c. Month and year the map was completed by the SURVEYOR.

3.2.30. The right-of-way CSJ number, if available, shall be shown on each right-of-way map sheet.

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Services Provided By:
SURVEYOR COUNTY

3.3. Exhibits:

An Exhibit shall be prepared for each parcel or tract consisting of a property description and a parcel plat.

N/A NO 3.3.1. Property Description:

A property description shall be prepared for each parcel of land to be acquired. Standard formats for property descriptions, copies of which the SURVEYOR shall request to the ENGINEER and secure for all purposes of this Contract. Property descriptions shall include, but need not be limited to, the following items of information.

All property descriptions shall be signed and sealed by a Registered Professional Land Surveyor. The property description shall begin with a general description which shall include as a minimum:

a. State, County, and Survey within which the proposed parcel of land to be acquired is located.
b. A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable.
c. A reference by name to the grantor and grantee, date and recording data of the most current instrument(s) of conveyance describing the parent tract. Use execution dates in deed references as opposed to recording or filing dates. In any case, the property description shall make clear which date is being used.

The property description shall continue with a metes and bounds description which shall include as a minimum:

d. A point of commencing.
e. A point of beginning with the appropriate N and E surface coordinates.
f. A series of courses, identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and delineated with appropriate bearings, distances, and curve data.

Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance. Each course shall be identified either as a proposed right-of-way line, and existing right-of-way line, or a property line of the parent tract. Each property line of the parent tract shall be described with an appropriate adjoiner call.

g. A description of all monumentation set or found shall include, as a minimum, size and material.
h. A reference to the source of bearings, coordinates, and datum used.

N/A NO 3.3.2. Parcel Plat:

A parcel plat shall be prepared for each parcel of land to be acquired. The STATE has developed standard formats for parcel plats, copies of which the SURVEYOR shall request from the ENGINEER and secure for all purposes in this Contract. Parcel plats shall include each and every item of information shown on the right-of-way map which concerns the individual parcel. All parcel plats shall be signed and sealed by a Registered Professional Land Surveyor.

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| Services Provided By: SURVEYOR | COUNTY | |
|---|---|---|
| | | **4. DELIVERABLES:** In preparing right-of-way maps, the following is an outline of the work to be submitted (records should be delivered in a binder): |
| N/A | NO | 4.1. An Abstract Map of the current record title holders included in the Preliminary Map showing the proposed schematic and existing right-of-way as per General Specifications. |
| N/A | NO | 4.2. A Right-of-Way map for the project limits under cover of Title Sheet, Index Sheet, Control Data Sheet, and Exhibits of the property descriptions and parcel plats as per General Specifications. |
| N/A | NO | 4.3. Appropriate monuments on the proposed right-of-way lines at intersecting property lines, and at all PCs, PTs, angle points, intersecting right-of-way lines of side streets, and at 1,000 foot stations. |
| N/A | NO | 4.4. Appropriate monuments on the existing right-of-way lines in areas of no acquisition at all PCs, PTs, angle points, and 1,000 foot stations, and as directed by the ENGINEER. |
| N/A | NO | 4.5. A SURVEYOR's report, outlining the approach, reasons or basis for the existing right-of-way determination, and conclusions made. |
| N/A | NO | 4.6. Records used to establish ownership. |
| N/A | NO | 4.7. ROW and parcel filed notes signed and sealed by a RPLS. |
| N/A | NO | 4.8. Computation sheets of survey closures, ground surveys, etc. used to develop plats and meets and bound information. |
| N/A | NO | 4.9. Items indicated under the Automation Requirements Section 6. |
| N/A | NO | 4.10 Completed (Attached) Checklist with submittal of ROW Map etc. |

**5. GENERAL REQUIREMENTS:**

For purposes of this Contract, the following general requirements shall apply:

5.1. Copies of instruments of record submitted to the ENGINEER shall be indexed by parcel number.

5.2. Coordinates appearing on right-of-way maps, on parcel plats, and in property descriptions shall be surface coordinates based on the Texas State Plane Coordinate System. The combined adjustment factors (sea level factor x scale factor) which have been developed by the STATE for its use are as follows:

5.2.1. In (List Applicable Counties): Counties (---------- Zone), grid coordinates are multiplied by a combined adjustment factor of 1.xxxxxx to obtain surface coordinates. For work in Counties other than those listed, the ENGINEER will provide the combine adjustment factor.

5.3. Line and curve tables may be used when necessary.

5.4. The number of centerline alignment stations to be shown on a single plan sheet shall be restricted to the extent necessary to allow approximately 4 inches between match lines and sheet borders for future details and notes.

5.5. A minimum 4 inch by 4 inch space shall be reserved at the bottom right corner of each map sheet for future revision notes.

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Services
Provided By:
SURVEYOR COUNTY

**6. AUTOMATION REQUIREMENTS:**

In addition to standard hard copy plots and mylar copies, the following will be required electronically:

6.1. Right-of-way maps and parcel plats shall be prepared using a *Micro Station* software graphics system capable of producing graphics files that can be plotted and viewed without further modification or conversion using the State's *Micro Station V8* graphics system.

6.2. It is the intent of the ENGINEER to secure graphics files which have elements of equal integrity, singularity, and attributes as elements prepared using the State's *Micro Station V8* graphics system.

6.3. For purposes of clarity, consistency, and ease of utilization, the SURVEYOR shall request and secure standards relevant to right-of-way mapping to the extent necessary to ensure that the needs of the ENGINEER are met. This includes, but may not be limited to, TxDOT seed file and corresponding units.def file, TxDOT font resource file, TxDOT GEOPAK SMD file, TxDOT DGNLIB, associated cell libraries and custom line styles, and other files as deemed appropriate for the project.

6.4. Graphics files furnished to the ENGINEER by the SURVEYOR shall be submitted on a Compact Disk CD, DVD or USB, in a format compatible with the STATE's computer system. The SURVEYOR shall confer with the ENGINEER regarding acceptable media and formats before making submissions. The SURVEYOR shall request and secure a Consultant File Index form provided by the ENGINEER, to be completed by the SURVEYOR, and to be submitted to the ENGINEER along with the graphics files.

6.5. Property descriptions shall be prepared using a computer word processing system capable of producing data files readable using *Microsoft Office Word Version 2007* word processing software.

6.6. Data files furnished to the ENGINEER by the SURVEYOR shall be submitted in ACSII format on a CD, DVD or USB.

6.7. Provide to the ENGINEER electronic copies of all instruments of record acquired pursuant to a work authorization.

**7. GENERAL SPECIFICATIONS:**

For purposes of this Contract, the following general specifications for right-of-way mapping shall apply:

7.1. Completed right-of-way maps shall be submitted to the ENGINEER on single or double matte mylar, 22 inches by 34 inches in size with a 21 inch by 32 inch printed border positioned ½ inch from the top, bottom, and right edge of the sheet. Two copies on 11 inch by 17 inch paper will also be supplied to the ENGINEER.

7.2. Parcel plats shall be submitted to the ENGINEER on 8 ½ inch by 11 inch bond paper with respective borders of 7 ½ inches by 10 inches, positioned ½ inch from the top, bottom, and right edge of the sheet. Match lines shall be used where more than one sheet is required.

7.3. Right-of-way maps shall be drawn to a scale of 1 inch = 50 feet. An appropriate scale other than 1 inch = 50 feet may be used on some proposed right-of-way projects upon prior approval by the ENGINEER.

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SURVEYOR COUNTY

7.4. Since right-of-way maps are reduced in size by one-half for archiving purposes, the smallest size lettering acceptable on a right-of-way map shall be 1/10 of one inch (Leroy #100). A right-of-way map which contains any lettering smaller than 1/10 of one inch will not be accepted by the ENGINEER.

7.5. Parcel plats shall be drawn to a preferred scale of 1 inch = 50 feet. An appropriate scale other than 1 inch = 50 feet may be used on some proposed right-of-way projects upon prior approval by the ENGINEER. In the case of a very large parcel which would be difficult to show with clarity on a single 8 ½ inch by 11 inch sheet, the SURVEYOR shall use multiple 8 ½ inch by 11 inch sheets with matching lines.

7.6. The smallest size lettering acceptable on a parcel plat shall be 0.06 of an inch (Leroy #60).

7.7. Property descriptions shall be submitted on 8 ½ inch by 11 inch bond paper.

7.8. The ENGINEER has encountered a number of mylar products which are considered unacceptable. The SURVEYOR shall confer with the ENGINEER regarding mylar products he intends to use which have not been previously used on State projects.

7.9. Zip-A-Tone or other similar stick-on products shall not be used on right-of-way maps or parcel plats.

8. **ADHERENCE TO STANDARDS:**
For purposes of clarity, consistency, and ease of understanding, the COUNTY, as an acquiring agency of private property for public use, has adopted the STATE standards and formats for right-of-way mapping which have proven to facilitate the processes of negotiation, appraisal, relocation assistance, and condemnation. It shall be the responsibility of the SURVEYOR to adhere to these standards and formats to every extent possible to ensure that the needs of the acquiring agency are met.

SAMPLES ATTACHED FC 130:

- PRELIMINARY Right-of-Way Layout / Abstract Map
- Right-of-Way Map, Field Notes, Parcel Sketches and Area Computation Sheets

NOT INCLUDED IN WORK AUTHORIZATION NO. 1

**ROW MAP CHECKLIST**

Consultant: _____
Contract/WA# _____
Responsible Office: _____
Project Manager: _____
County: _____
Highway: _____
RCSJ: _____
CCSJ: _____

As the responsible consultant project manager, I hereby certify that the attached ROW Map has undergone a QA/QC review, with the following applicable items specifically checked for accuracy, completeness and constructability (as noted by Checkmarks)

_____
Signature Date

_____
Printed Name

***(This Checklist must be signed by the RPLS and turned in with all proposed ROW Projects.***

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**MAP:**

General

___ All documents have been proofread and are accurate.
___ Title Commitments for each individual parcel.
___ Graphics files compatible with Micro station and Word software are provided.
___ Photos of proposed ROW staking included.
___ Field notes and Parcel Plats are numbered continuously.
___ Scale shall be 1"=50' or 1"=100".

Title Sheet Requirements

___ Title and description of project including county, limits, etc....
___ Vicinity map with beginning and ending station
___ Equations and Exceptions
___ Index
___ Legend
___ Title block completely filled out with Construction and R.O.W. CSJs'
___ List all Major Utilities from Station to Station

Individual Map Sheet Requirements

___ Sheet size 34"X22"
___ Text legible when reduced to half-scale.
___ Title block completely filled out with R.O.W. CSJ
___ Matchlines
___ Project layout sheet
___ Existing utility lines and easements, deed reference, as shown on Schedule "B" of the Title Commitment, and defined on parcel plats

Existing information:

___ R.O.W. lines
___ Whole property or whole property inset
___ Roadways
___ Survey, county, and city limit lines shown and labeled
___ Improvements shown and labeled *(see below)*
___ Monumentation i.e. P.C., P.T., Break Points
___ North arrow
___ Scale
___ Property lines

___ Property descriptions i.e., lot, block, tract, subdivision, etc…
___ Identify existing and proposed access denial locations *(if applicable)*

Proposed information:
___ #5- 2-ft iron road set monumentation i.e. P.C., P.T., Break Points and 1000' stations at proposed ROW lines and where existing ROW line is the proposed ROW.
___ Survey and R.O.W. lines
___ Basis of bearings
___ Parcel bearings and distances correspond with traverse sheet
___ Outside ties (P.O.C.) corresponds with field notes
___ Point of beginning (P.O.B.) established on proposed R.O.W. line
___ Parcel tied to baseline
___ Baseline information shown i.e. Stationing, bearings, curve data, etc…
___ Conveyance information shown in tables i.e. parcel number, grantors name, amount of take, remainder etc.
___ Math checked on remainder

Improvements:
___ Improvements bisected or within 25' of proposed R.O.W. line are shown on map with stationing and distance from proposed R.O.W. line. Buildings are labeled and dimensioned.
___ Off-premise outdoor advertising signs within proposed R.O.W. are shown and labeled.

Utilities:
___ All utilities within or crossing existing and proposed right of way are shown and labeled as to size, easement or fee width, and recording data of instrument.
___ Location of underground storage tanks and/or filler caps are shown and labeled

FIELD NOTES - Heading
___ County
___ Highway
___ Parcel number
___ R.O.W. CSJ
___ Construction CSJ

General Description or "preamble"
___ Area of parcel to be acquired is shown in acreage (0.000) for rural land and/or square feet (to nearest whole sq. ft.) for urban land or smaller parcels
Parent tract data is shown:
___ Size of parent tract
___ Survey data or lot, block, and subdivision
___ Name of last recorded seller and buyer
___ Date, volume and page or document number of last recorded conveyance
___ Records and county of last recorded conveyance

Beginning Description
___ Point of commencement is on outside tie and is described accurately by bearings and distances as it leads to the point of beginning.
___ Point of beginning is on proposed R.O.W. line

Particular Description
___ Traverse calls are clockwise sequence
___ Bearings and distances correspond exactly with map, parcel sketch, and traverse sheet
___ Bearings are to nearest whole second and distances are to the nearest one-hundredth of a foot
___ Calls are numbered
___ Denial of access shall be described from beginning to end *(if applicable)*

Closing Description
___ Last call leads back to P.O.B.
___ Restates area of parcel

NOT INCLUDED IN WORK AUTHORIZATION NO. 1

___ Establishes taking in existing road R.O.W. if applicable
___ Legal description is referenced to Plat
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*

**PARCEL SKETCH:**

___ Shows P.O.B. and P.O.C.
___ All data corresponds exactly with Map and Field Notes
___ Sheet size is no larger than 81/2" x 11"
___ Plat closely matches example provided
___ Plat referenced to legal description
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*
___ Existing utility lines and easements (deed reference, if available);

**TRAVERSE SHEET**

___ Computations show area to be acquired in sq. ft. or acres, whichever is applicable
___ Computations show area that is existing road R.O.W. if applicable
___ Traverse calls are in clockwise sequence
___ Error of closure meets the following:

| | |
|---|---|
| Secondary rural | .0003 |
| Primary rural - secondary urban | .0002 |
| Urban or industrial | .00013 |

NOT INCLUDED IN WORK AUTHORIZATION NO. 1

## FIELD SURVEYING AND PHOTOGRAMMETRY
(Function Code 150)

Services Provided By:
ENGINEER COUNTY

**B. DESIGN AND CONSTRUCTION SURVEYS:**

**1. PURPOSE:**

The purpose of a "design survey" is to provide field information in support of transportation systems design.

The purpose of a "construction survey" is to provide field data in support of highway construction.

**2. DEFINITIONS:**

A "design survey" is defined as the combined performance of research, field work, analysis, computation, and documentation necessary to provide detailed topographic (3-dimensional) mapping of a project site. A design survey may include, but need not be limited to, cross-sections or data to create cross-sections and Digital Terrain Models (DTM), horizontal and vertical location of utilities and improvements, detailing of bridges and other structures, review of right-of-way maps, establishing control points, etc.

A "construction survey" is defined as the combined performance of reconnaissance, field work, analysis, computation, and documentation necessary to provide the horizontal and vertical position of specific ground points to be used by the construction contractor for determining lines and grades.

**3. WORK TO BE PERFORMED:**

3.1. Design Surveys:

In performing design surveys, the following will be requested by the ENGINEER on an as needed basis, but need not be limited to:

YES N/A 3.1.1. Obtain or collect data to create cross-sections and digital terrain models including any missing voids identified by the ENGINEER.

YES N/A 3.1.2. Locate all existing utilities, overhead and underground.
Horizontally – the SURVEYOR shall call the 1-800 number for the utilities to be marked on the ground as well as any city water and sewer lines. He shall tie all visible utility crossings with name, address and Phone #'s of utility companies. The ENGINEER will coordinate with the utility companies and jointly the SURVEYOR and the ENGINEER will identify which utilities were missed and need to be tied down.
Vertically – The ENGINEER shall identify all utilities that are potential conflicts and that need to be tied vertically and coordinate the exposure. The ENGINEER will advise the SURVEYOR in writing of the needed vertical ties and he will provide the required information to the ENGINEER promptly.

YES N/A 3.1.3. Locate topographical features and existing improvements.

N/A N/A 3.1.4. Provide details of existing bridge structures. The SURVEYOR shall tie the top of deck and/or top of cap elevations at the Profile Grade Line (PGL) and the edges of slab at bent locations.

YES N/A 3.1.5. Provide details of existing drainage features, such as culverts, manholes, inlets, etc. The SURVEYOR will tie horizontally and vertically all existing storm drain systems that lie within the existing & proposed ROW including the elevation of the outfall of said recovered existing storm drain systems.

YES N/A 3.1.6. Profile and cross section intersecting streets for ties into project (500-ft. beyond the proposed ROW per schematic and 20-ft wider than the existing ROW of intersecting street).

| Services Provided By: ENGINEER | COUNTY | | |
|---|---|---|---|
| YES | N/A | 3.1.7. | Cross section irrigation crossings for a distance of 20-ft beyond the proposed ROW at 100-ft intervals in a DTM file. Provide a complete description of irrigation appurtances as identified by the engineer sample layout. The SURVEYOR will meet with the ENGINEER before he ties down any irrigation lines. The ENGINEER will provide him the existing Irrigation District Maps and the A&M Data of existing irrigation lines that are identified of record. He will follow the sample given to him by the ENGINEER and tie the structures horizontally and vertically and include in the field books to be submitted. |
| YES | N/A | 3.1.8. | Cross section and profile all outfall channels identified on the Hydrologic Map for a distance of 200-ft beyond the proposed ROW upstream and downstream at 100-ft intervals. The SURVEYOR will provide a complete 2D/3D File including utilities of the outfalls identified. |
| YES | N/A | 3.1.9. | Inventory all driveways, commercial entrances, public roads and side streets separately. Obtain centerline station. (Width at ROW, PAV'T and existing radius. Inventory by type (dirt, caliche, gravel or paved). If paved, indicate condition in terms of no patches, has patches or has potholes. Obtain width at R.O.W. line. Obtain elevations at both edges of the driveway or turnout in line with the side drain. |
| YES | N/A | 3.1.10. | Inventory signs, mailboxes, and large trees within the proposed ROW. |
| N/A | N/A | 3.1.11. | Locate wetlands. |
| YES | N/A | 3.1.12. | Establish additional control points. |
| YES | N/A | 3.1.13. | Locate existing right-of-ways. |
| YES | N/A | 3.1.14. | Review right-of-way maps. |
| N/A | N/A | 3.1.15. | Locate boreholes. |
| N/A | N/A | 3.1.16. | Perform hydrographic surveys. |
| YES | N/A | 3.1.17. | Update existing control data and prepare survey control data sheets, as required by the Design Manual, signed by a Registered Professional Land Surveyor, for inclusion into a construction plan set. |

3.2. Construction Surveys:

In performing construction surveys, the following will be requested by the ENGINEER on an as needed basis, but need not be limited to:

| | | | |
|---|---|---|---|
| YES | N/A | 3.2.1. | Stake existing and/or proposed right-of-ways. |
| YES | N/A | 3.2.2. | Stake existing and/or proposed baseline/centerline. |
| N/A | N/A | 3.2.3. | Stake proposed bridge structures. |
| N/A | N/A | 3.2.4. | Stake proposed drainage structures, such as manholes, culverts, etc. |
| N/A | N/A | 3.2.5. | Set grade stakes. |
| YES | N/A | 3.2.6. | Recover and check existing control points. |
| N/A | N/A | 3.2.7. | Establish additional control points. |
| YES | N/A | 3.2.8. | Check elevations and locations of structures. |
| YES | N/A | 3.2.9. | Determine and resolve conflicts associated with survey data. |

## 4. DELIVERABLES:

The deliverables to be specified in individual work authorizations for design surveys and construction surveys may be any combination of the following:

| | | | |
|---|---|---|---|
| YES | N/A | 4.1. | Digital Terrain Models (DTM) in a format acceptable by the ENGINEER. |
| YES | N/A | 4.2. | Final H&V Field Book Binder with all pertinent information obtained in the field for Design Surveys. Maps, plans, or sketches prepared by the SURVEYOR showing the results of field surveys. |

YES N/A 4.3. Computer printouts or other tabulations summarizing the results of field surveys.

YES N/A 4.4. Digital files or media acceptable by the ENGINEER containing field survey data.

YES N/A 4.5. Maps, plats, plans, sketches, or other documents acquired from utility companies, private corporations, or other public agencies, the contents of which are relevant to the survey.

YES N/A 4.6. Field survey notes, as electronic and/or hard copies.

YES N/A 4.7. An 8 ½ inch by 11 inch survey control data sheet for each construction control point which shall include, but need not be limited to, a location sketch, a physical description of the point including a minimum of two reference ties, surface coordinates, a surface adjustment factor, elevation, and the horizontal and vertical datums used. Survey control data sheets shall be signed and sealed by the supervising Registered Professional Land Surveyor.

YES N/A 4.8. Final mylar set of 11 inch by 17 inch Survey Control data sheets sign and seal by the RPLS per TxDOT guidelines.

YES N/A 4.9. A digital and/or hard copy of all computer printouts of horizontal and vertical conventional traverses, GPS analysis and results, data including property descriptions with field notes and plats, right-of-way maps, and survey control data sheets to include in the H&V Field Book Binder.

YES N/A 4.10. Survey reports in a format requested by the ENGINEER.

YES N/A 4.11. Items indicated under the Automation Requirements Section 6.

## 5. GENERAL REQUIREMENTS:

5.1. Design surveys and construction surveys shall be performed under the supervision of a Registered Professional Land Surveyor currently registered with the Texas Board of Professional Land Surveying.

5.2. Horizontal ground control used for design surveys and construction surveys, furnished to the SURVEYOR by the ENGINEER or based on acceptable methods conducted by the SURVEYOR, shall meet the standards of accuracy required by the STATE.
Reference may be made to standards of accuracy for horizontal control traverses, as described in the FGCS Standards and Specifications for Geodetic Control Networks, latest edition, the TxDOT Survey Manual, latest edition, the TxDOT GPS Manual of Practice, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

5.3. Vertical ground control used for design surveys and construction surveys, furnished to the SURVEYOR by the ENGINEER or based on acceptable methods conducted by the SURVEYOR, shall meet the standards of accuracy required by the ENGINEER.
Reference may be made to standards of accuracy for vertical control traverses, as described in the FGCS Standards and Specifications for Geodetic Control Networks, latest edition, the TxDOT Survey Manual, latest edition, the TxDOT GPS Manual of Practice, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

5.4. Side shots or short traverse procedures used to determine horizontal and vertical locations shall meet the following criteria:

5.4.1. Side shots or short traverses shall begin and end on horizontal and vertical ground control as described above.

5.4.2. Standards, procedures, and equipment used shall be such that horizontal locations relative to the control may be reported within the following limits:

a. Bridges and other roadway structures: less than 0.1 of one foot.
b. Utilities and improvements: less than 0.2 of one foot.
c. Cross-sections and profiles: less than 1 foot.
d. Bore holes: less than 3 feet.

5.4.3. Standards, procedures, and equipment used shall be such that vertical locations relative to the control may be reported within the following limits:

a. Bridges and other roadway structures: less than 0.02 of one foot.
b. Utilities and improvements: less than 0.1 of one foot.
c. Cross-sections and profiles: less than 0.2 of one foot.
d. Bore holes: less than 0.5 of one foot.

**6. AUTOMATION REQUIREMENTS:**

6.1. Planimetric design files (DGN) shall be fully compatible with the State's *Micro Station V8* graphics program without further modification or conversion.

6.2. Electronically collected and processed field survey data files shall be fully compatible with the State's *CADD* systems without further modification or conversion. All files shall incorporate only those feature codes currently being used by the STATE.

6.3. Digital Terrain Models (DTM) shall be fully compatible with the STATE's GEOPAK system without further modification or conversion. All DTM files shall be fully edited and rectified to provide a complete digital terrain model with all necessary break lines.

## ADDITIONAL RESPONSIBILITIES

**A. TRAFFIC CONTROL:**

The SURVEYOR shall control traffic in and near surveying operations adequately to comply with provisions of the latest edition of the TxDOT Manual on Uniform Traffic Control Devices – Part VI and the latest edition of the Occupational Safety Manual both of which can be found on the TxDOT internet site.

In the event field crew personnel must divert traffic or close traveled lanes, a Traffic Control Plan based upon principles outlined in the latest edition of the TxDOT Manual on Uniform Traffic Control Devices – Part VI shall be prepared by the SURVEYOR and approved by the ENGINEER prior to commencement of field work. A copy of the approved plan shall be in the possession of field crew personnel on the job site at all times and shall be made available to the ENGINEER for inspection upon request.

**B. INVOICING:**

Payment requests shall include a SURVEYOR's invoice. With each payment request, the SURVEYOR shall submit a project status report which will, as a minimum, include the percentage of total work complete as of the date of the payment request and a description of current work activity. The percentage of total work complete shall not be based simply on the percentage of funds expended, but shall be based on the best judgment of the SURVEYOR as to the percentage of actual work complete.

**C. EASEMENTS, LETTERS OF PERMISSION, ETC.**

The SURVEYOR shall be responsible for delineating easements. The SURVEYOR will be responsible for securing the necessary legal instruments and obtaining all Right-of-Entries (ROEs).

**D. MEETINGS:**

The ENGINEER shall setup the necessary meetings with the SURVEYOR in order to assure all field information is provided on-time and products are delivered in accordance with TxDOT's specifications. SURVEYOR must attend all meetings involving data provided if requested by ENGINEER.

**E. PROJECT MANAGER/SURVEYOR COMMUNICATION:**

The SURVEYOR shall designate one Texas Registered Professional Land Surveyor (RPLS) to be responsible throughout the project for project surveying coordination and all communications, including billing, with the ENGINEER.

**F. OFFICE LOCATION:**

The SURVEYOR will perform the services to be provided under this agreement out of a local office and have a crew available to perform requested tasks within 24 hours of request. The coordinating SURVEYOR's Project Manager (RPLS) shall be accessible at all times and working from the local office.

## ROADWAY DESIGN CONTROLS

(Function Code 160)

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| | | 1. Geometric Design |
| YES | N/A | a. Horizontal and Vertical Alignment (Preliminary based on office surveys) |
| YES | N/A | b. Schematic Layout |

(1) The location of interchanges, main lanes, grade separations, frontage roads and ramps.

(2) Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking.

(3) For freeways, show the location and text of the proposed main lane guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown.

(4) A complete explanation of the sequence and methods of stage construction, if proposed, including the initial and ultimate proposed treatment of crossovers and ramps.

(5) The tentative ROW limits.

(a) Provide a roadway Design System (RDS) or (GEOPAK) computer tape of the preliminary earthwork to verify ROW requirements.

(b) Provide a graphics file containing the approved schematic.

(6) The geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, and cross roads.

(7) The current and projected traffic volumes as provided by the TxDOT (20 year traffic projection, unless otherwise determined by the District Engineer).

(8) The control of access lines if Interstate or designated under House Bill 179.

(9) Direction of traffic flow on all roadways.

(10) Location and width of median openings for highway without access control.

(11) The geometric of speed change (acceleration, deceleration, climbing) lanes.

YES N/A 2. General Guidelines for Project Development

a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. An uncontrolled aerial mosaic will be provided for this use. Four copies of the schematic layout shall be submitted through the district to the Design Division for approval and subsequent coordination with the Federal Highway Administration (FHWA) where applicable. The layout shall be submitted for two-lane arterial highway projects on new locations and for all multi-lane highway projects. **No geometric design is to be performed until the COUNTY has given the engineer written approval of the preliminary schematic layout.**

b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the STATE.

c. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above in the checklist for schematic layout.

d. Handling of traffic during construction shall be a consideration in the development of preliminary designs.

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| YES | N/A | 2. General Guidelines for Project Development *(continued)* |

e. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing prior to final development of the project. If there are any changes to the schematic after the Design Division and FHWA approval and before the public hearing, four copies of the revised schematic, as displayed at the hearing, shall be submitted either prior to or accompanying the public hearing data. If there are no changes in the schematic as displayed at the hearing, only photographs of the schematic and other displays shall be submitted with the public hearing data.

f. For all freeway construction projects, these schematics shall show the location and text of the proposed main lane guide signs. A schematic layout shall be submitted through the district to the Traffic Operations Division, Traffic Safety Section for approval and subsequent coordination with the FHWA. All signing shall be in conformance with the Texas MUTCD.

g. On complex projects, informal contact through the district with the Design Division and FHWA personnel is encouraged with regard to development of preliminary design prior to official schematic submission.

h. The engineer shall furnish a project tape that is compatible with the STATE's computer system, a project listing, and a cross section plot showing the original design sections containing the earthwork input and original cross sections for the project. **Accuracy of the earthwork design is of utmost importance since it is the basis for contractor payments and construction staking.**

| | | |
|---|---|---|
| N/A | N/A | 3. Exhibit for Airway/Highway Clearance Permits |
| | | 4. Grading Design |
| NO | N/A | a. Refine the horizontal and vertical alignment of main lanes, frontage roads, ramps, cross roads and direct connectors based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate super elevation rate. |
| NO | N/A | b. Typical Sections |
| NO | N/A | c. Design Cross Sections |
| NO | N/A | d. Determine Cut and Fill Quantities |
| N/A | N/A | e. Slope Stability Analysis |
| N/A | N/A | f. Embankment Foundation Stability Analysis |
| N/A | N/A | g. Embankment Settlement Analysis |
| | | 5. Pavement Design |
| NO | N/A | a. Prior to initiating detailed plan preparations for a project, a preliminary investigation shall be made to determine the approximate section and pavement type to be used for the pavement structure. The Flexible Pavement Design Manual for flexible pavement, "Appendix F" of the Design Division, Operations and Procedures Manual, and the current AASHTO Guide for the Design of Pavement Structures, may be used for this purpose. |
| NO | N/A | b. The typical section shall also reflect proposed geometric including pavement cross slopes, lane and shoulder widths, and slope rates whenever this data have not been previously shown on a schematic submission. |
| | | c. Embankment and Subgrade |
| | | (1) Soil Core Holes (Show cost estimate with Function Code 110) |
| N/A | N/A | (a) Along center line |
| N/A | N/A | (b) Along center line of each roadway |

The location and minimum number of soil core holes required for this project are as follows: (To be determined when schematic is being completed)

NOT INCLUDED IN WORK AUTHORIZATION NO. 1

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| | | 5. Pavement Design *(continued)* |
| | | c. Embankment and Subgrade *(continued)* |
| NO | N/A | (2) Identify,interpret and summarize geologic features that affect engineering design (PI, Sulfate content, % of lime) |
| NO | N/A | d. Traffic Data for Pavement Design by STATE |
| NO | N/A | e. Basic Design Criteria |
| NO | N/A | f. Life Cycle Cost Analysis(es) |
| NO | N/A | g. Cost Data |
| NO | N/A | h. Pavement Material Properties |
| NO | N/A | i. Rehabilitation Investigations |
| NO | N/A | (1) Core Hole Survey (Show cost estimate with Function Code 110) |
| | | (a) Determine type and depth of existing material, pavement, etc. The Engineer will determine whether to salvage ACP and FLEXBASE as well as their properties and provide this information to TxDOT. |

NOT INCLUDED IN
WORK AUTHORIZATION NO. 1

## DRAINAGE
(Function Code 161)

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| | | All hydraulic design shall be in accordance with the TxDOT's Hydraulic Manual, except where variances are permitted in writing by the COUNTY. |
| | | 1. Hydrologic Studies, Discharges |
| NO | N/A | a. Drainage area maps showing existing conditions and proposed improvements. |
| NO | N/A | b. Hydrologic data/discharge determination |
| | | 2. Hydraulic Drainage Study and Documentation |
| | | a. Hydraulic computations |
| NO | N/A | (1) Storm water detention available within the ROW (linear ft. along side drain ditch). |
| NO | N/A | (2) Storm water detention required outside the ROW (as per HCDD#1) |
| NO | N/A | (3) Culverts |
| NO | N/A | (4) Bridge waterways |
| NO | N/A | (5) Channels |
| NO | N/A | (6) Storm sewers/inlets |
| NO | N/A | (7) Pump stations |
| NO | N/A | (8) Storm Water Management facilities |
| NO | N/A | (9) Other |
| | | (a) Irrigation Canals/Siphons |
| NO | N/A | b. Hydraulic report(s) |
| NO | N/A | c. Federal Emergency Management Agency (FEMA) floodway requirements |
| NO | N/A | d. Determine impact of proposed drainage plan on the following receiving stream(s) |
| | | (1) Hidalgo County Drainage District Outfalls |
| | | (2) All Irrigation District Outfalls impacted |
| | | 3. Layout, Structural Design and Detailing of Drainage Features |
| | | a. Culverts |
| NO | N/A | (1) New culverts |
| NO | N/A | (2) Culvert widening and/or lengthening |
| NO | N/A | (3) Culvert replacements |
| | | b. Storm sewers |
| NO | N/A | (1) New storm sewers |
| NO | N/A | (2) Modify existing storm sewers |
| NO | N/A | (3) Inlets |
| NO | N/A | (4) Manholes |
| NO | N/A | (5) Trunk lines |
| NO | N/A | c. Pump stations |
| NO | N/A | d. Subsurface drainage at retaining walls |
| NO | N/A | e. Outfall channel(s) within the ROW |
| NO | N/A | f. Outfall channel(s) outside the ROW |
| NO | N/A | g. Detention Pond(s) within the ROW |
| NO | N/A | h. Detention Pond(s) outside the ROW |
| NO | N/A | i. Summary of Quantities |
| NO | N/A | j. Storm Water Management facilities |
| NO | N/A | 4. Storm Water Pollution Prevention Plan (SW3P) |
| NO | N/A | 5. Scour Evaluation - Waterway Structures only (to be completed by Bridge Engineer under FC 170. |

NOT INCLUDED IN
WORK AUTHORIZATION NO. 1

## SIGNING, MARKINGS AND SIGNALIZATION

(Function Code 162)

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| NO | N/A | 1. Signing and Markings Layout |

a. Requirements (Separate Layout)
   (1) Roadway layout
   (2) Center line with station numbering
   (3) ROW lines
   (4) Culverts and other structures that present a hazard to traffic
   (5) Location of utilities, if not shown on plan and profile
   (6) Existing signs to remain, to be removed, to be relocated
   (7) Proposed signs (illustrated and numbered)
   (8) Existing overhead sign bridges to remain, to be revised, removed or relocated
   (9) Proposed overhead sign bridges indicating location by plan layout (electrical details need not be shown on this layout)
   (10) Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation
   (12) Quantities of existing pavement markings to be removed
   (13) Proposed delineators and object markers

b. For projects involving freeway to freeway or other types of directional interchanges, projects including left-hand ramps or connections, the following information must be provided:
   (1) The location of interchanges, main lanes, grade separations, frontage roads and ramps
   (2) complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps
   (3) The number of lanes in each section of proposed highway and the location of changes in numbers of lanes
   (4) The projected traffic volumes as provided by the STATE (20 year traffic projection, unless otherwise determined by the District Engineer)
   (5) Tentative ROW limits
   (6) Direction of traffic flow on all roadways
   (7) Main lane, ramp, frontage road and necessary cross road profiles at proposed interchanges or grade separations

NOT INCLUDED IN WORK AUTHORIZATION NO. 1

| | | |
|---|---|---|
| NO | N/A | 2. Summary of Small Signs Tabulation |
| NO | N/A | 3. Summary of Large Signs Tabulation including all Guide Signs |
| NO | N/A | 4. Sign Detail Sheets |

a. All signs except route markers
b. Design details for large guide signs
c. Dimensions of letters, shields, borders, corner radii etc.
d. Designation of shields attached to guide signs
e. Designation of arrow used on exit direction signs

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| | | 5. Traffic Signals |
| | | a. Development of Justification (Warrant) Data |
| NO | N/A | (1) Location Map<br>Relationship of proposed installation to other traffic signals, highways, business areas and traffic generators |
| NO | N/A | (2) Photographs as appropriate |
| NO | N/A | (3) Accident data as appropriate |
| | | (4) Vehicle volumes (provided by TxDOT) |
| N/A | N/A | (a) Existing |
| N/A | N/A | (b) Estimated |
| N/A | N/A | (c) Projected |
| N/A | N/A | (d) Pedestrian |
| N/A | N/A | (5) Traffic Survey - Count Analysis |
| N/A | N/A | (6) Recommendation based on above data |
| NO | N/A | b. Layout |
| | | (1) Title Sheet (when applicable) |
| | | (a) Describe the location |
| | | (b) Type of installation |
| | | (c) Area map with project limits for each location |
| | | (d) Index of sheets |
| | | (e) Space for official signatures |
| | | (2) Estimate and quantity sheet (when applicable) |
| | | (a) List of all bid items |
| | | (b) Bid item quantities |
| | | (c) Specification item number |
| | | (d) Paid item description and unit of measure |
| | | (3) Basis of estimate sheet (list of materials) |
| | | (4) General notes and specification data sheet |
| | | (5) Condition diagram |
| | | (a) Highway and intersection design features |
| | | (b) Roadside development |
| | | (c) Traffic control including illumination |
| | | (6) Plan sheet(s) |
| | | (a) Existing traffic control that will remain (signs and markings) |
| | | (b) Existing utilities |
| | | (c) Proposed highway improvements |
| | | (d) Proposed installation |
| | | (e) Proposed additional traffic controls |
| | | (f) When applicable, proposed conduit for Railroad interconnect with standard details for runs under tracks. |
| | | (g) Proposed illumination attached to signal poles. |
| | | (7) Notes for plan layout |
| | | (8) Elevation sheet(s) (span wire design) |
| | | (9) Phase sequence diagram(s) |
| | | (a) Signal locations |
| | | (b) Signal indications |
| | | (c) Phase diagram |
| | | (d) Signal sequence table |
| | | (e) Flashing operation (normal and emergency) |
| | | (f) Preemption operation (when applicable) |
| | | (g) Interval timing, cycle length and offset |

NOT INCLUDED IN
WORK AUTHORIZATION NO. 1

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| | | 5. Traffic Signals *(continued)* |
| NO | N/A | b. Layout *(continued)* |
| | | (10) Construction detail sheets(s) |
| | | (a) Poles (TxDOT standard sheets) |
| | | (b) Detectors |
| | | (c) Pull Box and conduit layout |
| | | (d) Controller Foundation standard sheet |
| | | (11) Marking details (when applicable) |
| | | (12) Barricade and warning sign standard sheet and any special details for work zone traffic control for special conditions |
| | | (13) Aerial or underground interconnect details (when applicable) |
| | | c. General Requirements |
| | | (1) Contact local utility company |
| NO | N/A | (a) Confirm power source |
| NO | N/A | (b) Discuss route of aerial or underground interconnect cable (when applicable) |
| N/A | N/A | (c) Adjustment of overhead utility lines |
| NO | N/A | (2) Prepare governing specifications and special provisions list |
| NO | N/A | (3) Prepare project estimate |
| NO | N/A | d. Summary of Quantities |

# NOT INCLUDED IN WORK AUTHORIZATION NO. 1

## MISCELLANEOUS (ROADWAY)
(Function Code 163)

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| | | 1. Retaining Walls |
| | | a. Structural Details |
| N/A | N/A | (1) Cast-in-Place Cantilever at _____ locations. (TxDOT Standard Retaining Wall)* |
| N/A | N/A | (2) Tiedback Retaining Wall at _____ location. (TxDOT standard retaining wall) |
| N/A | N/A | (3) Specialized Retaining Wall at _____ locations (Unique Design).* |
| | | b. Alternate Patented Retaining Walls at all locations. (Layouts Only)** |
| N/A | N/A | (1) Mechanically Stabilized Earth |
| N/A | N/A | (2) Concrete Block Wall Systems |
| N/A | N/A | c. Retaining Wall Layout (PLAN) |
| | | (1) Designation of reference line |
| | | (2) Beginning and ending retaining wall stations |
| | | (3) Station of each retaining wall joint*** |
| | | (4) Offset from reference line |
| | | (5) Horizontal curve data |
| | | (6) Number of retaining wall panels and lengths*** |
| | | (7) Total length of wall |
| | | (8) Indicate face of wall |
| | | (9) All wall dimensions and alignment relations (alignment data as necessary) |
| | | (10) Soil core hole locations |
| N/A | N/A | d. Retaining Wall Layout (ELEVATION) |
| | | (1) Top of wall elevations at each joint or intervals*** |
| | | (2) Existing and finished ground line elevations |
| | | (3) Height of stem at each joint*** |
| | | (4) Wall panel designations*** |
| | | (5) Top of footing elevations*** |
| | | (6) Limits of measurement for payment**** |
| | | (7) Type, limits and anchorage details of railing (If applicable) |
| | | (8) Top and bottom of wall profiles and soil core hole data plotted at correct station and elevation. The plots shall be at the same scale as the wall profile. Ground water elevations and the observation dates shall be shown. |
| N/A | N/A | e. Foundation Studies (Show cost estimate with Function Code 110) |
| N/A | N/A | (1) The soil core holes shall be obtained at approximately 200 foot intervals along retaining wall alignments. The core holes shall extend 25 feet below the footing elevation. |
| N/A | N/A | f. Stability Analysis (the ENGINEER shall estimate this task as part of his bid to complete the work). |
| N/A | N/A | g. Estimate |
| N/A | N/A | h. Summary of Quantities |
| N/A | N/A | i. Typical X-section. |
| N/A | N/A | j. General Guidelines for Retaining Walls |
| | | (1) The ENGINEER shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. **The designer and checker shall check all calculations and initial each page.** |
| | | (2) The ground water level should be observed at the water strike. |
| | | (3) For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual. |
| | | (4) Foundation exploration shall conform to the requirements set forth in Administrative Circular No. 25-84, Administrative Circular 33-87 and Administrative Circular No. 25-92. |

NOT INCLUDED IN
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| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| NO | N/A | 2. Traffic Control Plan, Detours and Sequence of Construction<br>Traffic Control Plans (TCP) are required for all projects. A detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the Texas MUTCD or the current Barricade and Construction (BC) Standards. The following items are required on all Traffic Control Plan Layouts:<br>a. The sequence of construction and method of handling traffic during each phase.<br>b. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc.<br>c. The proposed traffic control devices (stop signs, signals, flag person, etc.) at grade intersections during each construction sequence.<br>d. Where detours are provided, typical cross sections shall be shown.<br>e. Road construction work hours shall be developed after an investigation of the traffic volumes has been performed. |
| | | 3. Illumination |
| N/A | N/A | a. Preliminary Roadway Illumination Layout and Circuit Layout<br>(1) For projects involving freeway to freeway or other types of directional interchanges and projects including left-hand ramps or connections, provide the following:<br>(a) The location of interchanges, main lanes, grade separations, frontage roads and ramps<br>(b) A complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps<br>(c) The number of lanes in each section of proposed highway and the location of changes in the number of lanes<br>(d) The projected traffic volumes as provided by the STATE (20 year traffic projection unless otherwise determined by the district engineer)<br>(e) Tentative ROW limits<br>(f) Direction of traffic flow on all roadways<br>(g) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations |
| N/A | N/A | b. Final Roadway Illumination and Electrical Circuit Layouts<br>(1) Roadway layout showing pavement edges, shoulders, curbs, retaining walls, etc.<br>(2) Center line with station numbering.<br>(3) ROW lines.<br>(4) Symbol legend. Use department standard symbols for lighting and electrical.<br>(5) Culverts and other structures that present a hazard to traffic.<br>(6) Location of underground utilities, if not shown on plan profile.<br>(7) Location of overhead electrical lines, both crossing and parallel to ROW.<br>(8) Existing sign lighting circuits and roadway illumination to remain, to be removed, to be relocated.<br>(9) Existing service poles, electrical circuits, ground boxes, etc.<br>(10) Contact electric utility for service pole locations, voltage characteristics.<br>(11) Location of proposed sign lighting circuits and roadway illumination.<br>(12) Proposed electrical circuits.<br>(13) Tabulation of all quantities including proposed, existing to be relocated, existing to be removed. The layout sheet quantities and lighting summary shall be shown. Tabulations to include estimated quantity with a column for final quantities. |

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| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| | | 3. Illumination *(continued)* |
| N/A | N/A | c. General Guidelines for Illumination (If applicable)<br>The ENGINEER shall submit to the COUNTY, well in advance of PS&E due date, the roadway illumination and electrical circuit layout sheets for review by the STATE. Two copies of the layout sheets are to be submitted. One copy will be returned to the Engineer showing corrections that are to be made by the ENGINEER. When final plan submission is made, the ENGINEER shall provide a written statement regarding completion of the corrections. |
| | | 4. Miscellaneous Drafting/Standards |
| NO | N/A | a. Erosion Control |
| N/A | N/A | b. Landscape Development |
| NO | N/A | 5. Compute and Tabulate Quantities |
| NO | N/A | 6. Special Utility Details (Irrigation lines) |
| | | 7. Miscellaneous Structures |
| | | a. Type of Structure* |
| | | (1) Overhead Sign Bridges (O.S.B.)<br>Modifications or special O.S.B. designs shall be prepared using the same design assumptions that are used for the standard O.S.B structures. |
| N/A | N/A | (a) New O.S.B. structure(s) |
| N/A | N/A | (b) Structural evaluation of existing O.S.B. structure(s) that are to remain in place or to be relocated. |
| N/A | N/A | (2) High Mast Illumination Poles (HMIP) |
| N/A | N/A | (3) Traffic Signal Supports |
| N/A | N/A | (4) Conventional Illumination Poles |
| N/A | N/A | (5) Sound Barrier Walls |
| N/A | N/A | b. Checklist for Layouts |
| | | (1) Reference appropriate O.S.B. standard |
| | | (2) Drilled shaft size and length |
| | | (3) Soil strength used for design {indicate basis and boring(s) used} |
| | | (4) Design height |
| | | (5) Tower height |
| | | (6) Leg spacings |
| | | (7) Design wind speed |
| N/A | N/A | c. Foundation Studies (Show cost estimate with Function Code 110)<br>The soils exploration requirements for miscellaneous structures on this project are as follows: (To be provided by the Engineer on an as-needed basis) |
| | | 8. Agreements |
| N/A | N/A | a. Utility Agreements |
| N/A | N/A | b. Exhibits for Utility Agreements |
| N/A | N/A | c. Railroad Agreements |
| | | d. Railroad Exhibits |
| N/A | N/A | (1) Railroad Underpasses |
| N/A | N/A | (2) Railroad Overpasses |
| N/A | N/A | (3) Railroad Grade Crossing (Replanking) |
| N/A | N/A | (4) Railroad Grade Crossing Warning Systems (Signals) |
| N/A | N/A | (5) Other Miscellaneous Sketches for Railroads |
| N/A | N/A | e. Traffic Signal Agreements |
| N/A | N/A | f. Exhibits for Traffic Signal Agreements |
| N/A | N/A | 9. Estimate |
| N/A | N/A | 10. Specifications and General Notes |

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## BRIDGE DESIGN
(Function Code 170)

| Services Provided By: ENGINEER | COUNTY | | NUMBER REQUIRED |
|---|---|---|---|
| | | 1. Preparation of Structural Details | |
| | | a. New Structure(s) | |
| N/A | N/A | (1) Underpass(es) | |
| N/A | N/A | (2) Overpass(es) | |
| N/A | N/A | (3) Main Lanes | ____ |
| N/A | N/A | (4) Direct Connector(s) | ____ |
| N/A | N/A | (5) Ramp Bridge(s) | ____ |
| N/A | N/A | (6) Waterway Structure(s)** | ____ |
| N/A | N/A | (7) Pedestrian Structure(s) | ____ |
| N/A | N/A | (8) Utility Structure(s) | ____ |
| N/A | N/A | (9) Railroad Underpass(es) | ____ |
| N/A | N/A | (10) Railroad Overpass(es) | ____ |
| N/A | N/A | (11) Bridge Classification Culvert(s)** | ____ |
| N/A | N/A | (11) Alternate Structural Designs | ____ |
| N/A | N/A | (12) Alternate Foundation Design | ____ |
| | | Total New Structures = | |
| | | b. Existing Structure(s) | ____ |
| N/A | N/A | (1) Bridge Widening, Rehabilitation and/or Modification of Existing Structure(s) | |
| N/A | N/A | (2) Bridge Replacement | ____ |
| N/A | N/A | (3) Raising Bridge Elevation | ____ |
| N/A | N/A | (4) Bridge Classification Culvert(s) Widening and/or Modification of Existing Structures(s) | ____ |
| N/A | N/A | (5) Railroad Overpass(es) | ____ |
| N/A | N/A | (6) Railroad Underpass(es) | ____ |
| | | Total Existing Structures = | ____ |

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* Countour plots of bridge gores are required for projects involving ramps within the main bridge in order to ensure project transition. The Template data and vertical alignment necessary to generate the contour plots are also required.

** In the early stages of a project, it sometimes cannot be determined whether a Waterway Bridge Structure or a Bridge Classification Culvert (20' minimum length) will be required. Therefore, the ENGINEER should be aware that either of these two types of bridges may be reclassified later in the project for the other type when more information is known that would dictate a change in structure classification.

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| N/A | N/A | 2. Preparation of Bridge Layouts (each bridge) |

a. Bridge Layouts (PLAN)
   (1) Horizontal curve information or bearing of centerline.
   (2) Including horizontal, vertical, and template information of all roadways or railroads crossed.
   (3) Bearing of center line or reference line.
   (4) Skew angle(s).
   (5) Slope for header banks and approach fills.
   (6) Control stations at beginning and ending of bridge (with deck elevation), intersections, etc.
   (7) Approach pavement and crown width.
   (8) Bridge roadway width and curbs, face of rail, shoulders, or sidewalks.
   (9) Approach slab and curb returns.
   (10) Limits and type of riprap.
   (11) Proposed features under structure.
   (12) Location of profile grade line.
   (13) North arrow.
   (14) Typical bridge roadway section including preliminary proposed beam types and spacings.
   (15) Cross slope and super elevation data.
   (16) Minimum horizontal clearances when applicable.
      (a) Dimensions to features that control clearances. (Calculate and indicate points of minimum vertical and horizontal clearances.
   (17) Location of soil core holes (station and offset), shown on layout.
   (18) Bent stations and bearings.
   (19) Retaining wall locations.
   (20) Traffic flow directional arrows.
   (21) Railing types shown.
   (22) Joint types and seal size, if used.
   (23) Beam line numbers consistent with span details.
   (24) Critical horizontal clearances (location of railroad tracks, nearby structures and utilities).
   (25) Bearings of utilities.

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b. Bridge Layouts (ELEVATION)
   (1) Type of foundation.
   (2) Finished grade elevations at beginning and end of bridge.
   (3) Overall length of structure.
   (4) Length, type of spans and units.
   (5) Type of railing.
   (6) Minimum calculated vertical clearance(s).
   (7) Existing and proposed ground lines clearly marked.
   (8) Grid elevations and stations.
   (9) Bent numbers encircled.
   (10) Stationing of bridge compatible with grid stations.
   (11) Standard title.
   (12) Profile grade data.
   (13) Type of riprap.
   (14) Soil Core Hole information with penetrometer test data shall be shown on the bridge layout at correct station, elevation and scale.
   (15) Fixed/expansion condition of all bents.
   (16) Column "H" heights.
   (17) Number, size and length of foundations.

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| N/A | N/A | 2. Preparation of Bridge Layouts (each bridge) *(continued)*<br>c. Additional layout requirements for waterway structures and bridge classification culverts.<br>(1) Design and 100-year peak discharges.<br>(2) Design and 100-year high water (HW) (Recorded HW and date if available)<br>(3) Natural and through-bridge velocities for design and 100-year floods.<br>(4) Calculated backwater for design and 100-year floods.<br>(5) Direction of flow for waterway crossings.<br>(6) Contours for water crossing. |
| N/A | N/A | 3. Bridge Classification Culvert, Estimate, Quantities, and Specifications (each bridge) |
| N/A | N/A | 4. Foundation Studies (Show cost estimate with Function Code 110)<br>The minimum number of soil core holes shall be obtained in accordance with Section 1-301 of the Bridges and Structures Foundation Exploration and Design Manual. Soil core holes shall be obtained at approximately (300 foot) intervals along bridge alignments. Texas cone penetrometer (TCP) tests shall be conducted in all soil types encountered at a maximum of (10 foot) intervals. If single column bents with single drilled shafts are planned, TCP values should be taken at close intervals in the upper (15 feet). |
| N/A | N/A | 5. Bridge Total Quantities and Cost Estimates (each bridge) |
| N/A | N/A | 6. Bridge Special Provisions and Specifications (each bridge) |
| N/A | N/A | 7. Bearing seat elevations for each beam or girder. Top of cap elevations for non-beam type structures. |
| N/A | N/A | 8. General Guidelines for Bridge Design<br>a. The ENGINEER shall prepare a bridge layout of each bridge structure for Company's review and approval. The bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures, Detailing Manual. Soil core hole data is not required for submission of the preliminary bridge layout. **No bridge design work is to be performed until the COUNTY has given the engineer written approval of the preliminary bridge layout.**<br>Several months may be required after the preliminary bridge layout is submitted, for the district to obtain approval and/or permits from the following:<br>- TxDOT Design Division, when applicable<br>- Railroad Companies<br>- FHWA<br>- U.S. Army Corps of Engineers<br>- U.S. Coast Guard<br>- Bureau of Reclamation<br>- Texas Parks and Wildlife<br>- Others<br>Therefore, the bridge layout should be submitted at the earliest possible date and the ENGINEER's design schedule should reflect this.<br>b. All bridge superstructure and substructure design will be reviewed by the Design Division for purposes of verifying structural integrity and optimization of design.<br>c. The final bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures Detailing Manual. |

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Services
Provided By:
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8. General Guidelines for Bridge Design *(continued)*

d. The ENGINEER shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. All bridge design shall be in conformance with the Texas Department of Transportation Bridges and Structures Operation and Planning Manual, the current American Association of State Highway and Transportation Officials or American Railway Engineers Association Specifications for railway structures, Standard Specifications for Highway Bridges, including applicable interim specifications, and the Bridges and Structures, Foundation Exploration and Design Manual. The ENGINEER shall furnish design calculations to the Design Division. **The designer and checker shall check all calculations and initial each page.**

e. Structural steel or prestressed concrete shop drawings, form work drawings and false work drawings are not part of the design requirements. However, contract plans shall be in sufficient detail to permit the preparation of complete shop details for fabrication and erection.

f. Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a metric scale of 1:20 (1/2 inch equals one foot architect scale) or 1:50 (1/4 inch equals one foot architect scale) to provide clear legible drawings when the drawings are reduced. Lettering shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).

g. Standard drawings for beams, diaframs, railings, armor joints, riprap, etc., shall be furnished to the ENGINEER upon request. These standards shall not be redrawn by the ENGINEER nor shall his title block be transferred to the standard drawings. Modifications to the standards, if necessary, shall be clearly identified and designated by "MOD" in the standard title. Specific special drawings prepared by the ENGINEER shall not be identified as standards.

h. Bridge layout sheets shall have the same vertical and horizontal scale. Usually a metric scale of 1:100 (1 inch = 10 feet) or 1:200 (1 inch = 20 feet) is used. Sections of existing and proposed structures usually have a metric scale of 1:50 (1 inch = 5 feet). Soil core holes shall be positioned and labeled on the bridge layout plan view. The core hole data shall be plotted at the correct station, at the same vertical scale, and at the proper elevation unless otherwise approved by the Design Division.

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i. APPENDIX C, "GENERAL PLAN CHECKLIST" on page C-1 thru C-5, more specifically relates various sheet types, details, summaries, standards, etc.

j. For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.

k. Geometry and structural design errors found after acceptance of bridge plans shall be promptly corrected by the consultant at no cost to the Company.

**CONSTRUCTION PHASE SERVICES**
(Function Code 320)

Services Provided By:
ENGINEER COUNTY

N/A N/A **CONSTRUCTION MANAGEMENT SERVICES:**

The ENGINEER will provide engineering, geotechnical testing and support services for and during the construction of the Project or portions of the Project approved by the COUNTY. Specific (basic and special) services for CONSTRUCTION MANAGEMENT AND SUPPORT by the ENGINEER will include the following:

**Construction Bidding:**

1) The ENGINEER will furnish the COUNTY the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.

2) The ENGINEER will assist the COUNTY on the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of formal contract documents for the award of each construction contract.

**Construction Contract Administration and Inspection:**

3) In general, the ENGINEER will provide the management and engineering support/data required for consultation and advisement to the COUNTY and act as the COUNTY's representative as provided in the General Condition of the Construction Contract.

4) The ENGINEER will coordinate and conduct a pre-construction conference (if required).

5) Defects and Deficiencies. The ENGINEER will use his best efforts to protect the COUNTY against defects and deficiencies in the work of the Contractor. The ENGINEER will promptly notify the COUNTY of any such defect or deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.

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6) Contractor Payment. The ENGINEER will review quantities as submitted by the Contractor and will coordinate with the COUNTY for the preparation of the monthly and final estimates for payment to the Contractor.

7) The ENGINEER will provide Project site inspection of the authorized construction contract as follows:

   a) Project Engineer. The ENGINEER will provide visits by the Project Engineer or a competent representative of the ENGINEER to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction contract plans and specifications.

   b) Resident Engineer and/or Construction Inspector(s). The ENGINEER will furnish the services of a Resident Engineer and/or Construction Inspector(s) for on the site inspection construction to monitor/inspect the Contractor's daily progress and conformance to TxDOT's PS&E specifications.

**Miscellaneous Technical Activities:**

8) Shop Drawings. The ENGINEER will review and check all shop or working drawings furnished by the Contractor.

9) Control of Materials & Equipment. The ENGINEER will provide inspection of all materials and equipment furnished/used by the Contractor as follows:

   a) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.

   b) Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction contract specifications.

10) Change Orders. When applicable the ENGINEER will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the COUNTY.

11) As Built Drawings. The ENGINEER will develop as built drawings to depict the work as actually constructed. The COUNTY will be furnished five (5) set of prints.

N/A N/A **CONSTRUCTION MATERIAL TESTING:**

The ENGINEER will provide the COUNTY with construction material testing services for the Project. The services to be provided include sampling and testing of all construction materials as required by the project plans and specifications. All sampling frequencies and test procedures will be performed in general accordance with the Texas Department of Transportation TEX methods (or ASTM methods as required) as outlined in the Guide Schedule for Sampling and Testing (11/07). The construction material testing includes, but is not limited to the following:

(a) Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
(b) Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
(c) Field sampling and testing of fresh concrete, and laboratory testing of hardened concrete to determine compliance with project plans and specifications.
(d) Field compaction testing of asphalt to ensure proper compaction during lay down operations.
(e) Field inspection, sampling and laboratory testing of asphalt materials to determine their material properties and their compliance with project plans and specifications.
(f) The ENGINEER will be responsible for concrete batching as well as the asphalt testing at the plants to insure delivery of acceptable material to the job site.
(g) Any additional laboratory testing as required/requested by the COUNTY and the project plans and specifications.
(h) Providing accurate and timely reports to the COUNTY and all/other recipients as designated by the COUNTY.
(i) The ENGINEER will verify the concrete and asphalt designs to assure it is in accordance with TxDOT specifications to be developed by the contractor.

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## *FC 600* – ACQUISITION PROVIDER SERVICES
## (for EST. 0 PARCELS, 0 EASEMENTS AND 0 RELOCATIONS/DISPLACEMENTS)

(Services to be provided by L&G Engineering)

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| | | **1) PROJECT ADMINISTRATION** |
| N/A | N/A | a) Negotiation of Scope of Services for Work Authorization<br>i) Acquisition Provider will visit project site with COUNTY personnel if necessary. |
| N/A | N/A | b) Project Presence at L&G Consultant Office Headquarters<br>i) Full Project Office<br>(1) No Joint Use of COUNTY or TxDOT facilities<br>(2) Open during normal COUNTY and State work hours<br>(3) Personnel available to answer questions<br>(4) Availability of Project Files<br>(5) At least one office staff member is required to be a current commissioned notary public. |
| N/A | N/A | c) Overhead Costs<br>i) Administrative costs |
| N/A | N/A | d) Communication<br>i) Provide monthly progress reports with invoice.<br>ii) Participate in project review meetings as determined by the COUNTY.<br>iii) Prepare initial property owner contact list for use by the COUNTY in distribution of Acquisition Provider introduction letters. |
| N/A | N/A | e) File Management<br>i) Project and parcel files will be kept in the COUNTY's Office, if necessary. Working files will be kept in the Acquisition Provider's project administrative office, but documents generated or received by the Acquisition Provider will be forwarded to the COUNTY office as they are generated or received by the Acquisition Provider, if necessary.<br>ii) Prepare payment transmittal request utilizing standard payment submissions forms with supporting documentation.<br>iii) Maintain records of all payments including check number, amount, and date paid, etc.<br>iv) Provide copies of all incoming and outgoing correspondence as generated if requested by COUNTY at provider conference.<br>v) Maintain copies of all correspondence and contacts with property owners. |
| | | **2) TITLE SERVICES** |
| N/A | N/A | a) Secure preliminary title commitments from the Title Company that will be providing title insurance. Cost of preliminary title commitments will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work for payment and paid as a separate item. |
| N/A | N/A | b) Secure title commitment updates in accordance with insurance rules and requirements for parcel payment submissions. Cost of title commitment updates will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work and paid as a separate item. |
| N/A | N/A | c) Secure title insurance for all parcels acquired, insuring acceptable title to COUNTY OF HIDALGO. Written approval by the COUNTY required for any exception. |

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| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| | | **3) APPRAISAL** |
| N/A | N/A | a) Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list will be available for review at all District offices or at the Right of Way Division Office at 118 E. Riverside Drive, Austin, Texas, upon request. |
| N/A | N/A | b) Secure written permission (if necessary) from the owner to enter the property from which land is to be acquired. If the Acquisition Provider and/or the fee appraiser, after diligent effort, is unable to secure the necessary letter of permission from the property owner, a waiver must be obtained, in writing from the COUNTY/TxDOT. Maintain permission letters with appraisal reports. |
| N/A | N/A | c) Prepare (if necessary) pre-appraisal contact with interest owner(s) for each parcel using acceptable COUNTY/TxDOT forms. |
| N/A | N/A | d) Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file. |
| N/A | N/A | e) Prepare complete appraisal report for each parcel to be acquired utilizing TxDOT Forms No. ROW-A-5 and ROW-A-6 as applicable. These reports shall conform to TxDOT/COUNTY policies and procedures along with the Uniform Standards of Professional Appraisal Practices. |
| N/A | N/A | f) As necessary, prepare written notification to COUNTY/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation. |
| N/A | N/A | g) All completed appraisals will be administratively reviewed by L&G Engineering ROW Office and recommended for approval by TxDOT. |
| N/A | N/A | h) As necessary, the appraiser will appear and or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing/pre-trial meetings as directed by L&G Engineering and/or TxDOT. |
| N/A | N/A | i) As necessary, the appraiser will coordinate with review appraiser regarding revisions, comments, or additional information that may be required. |
| N/A | N/A | j) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY. |
| | | **4) APPRAISAL REVIEW** |
| N/A | N/A | a) Review Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list is available for viewing at all District offices or the Right of Way Division office at 118 E. Riverside Drive, Austin, Texas upon request. |
| N/A | N/A | b) Review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached and compliance with TxDOT/COUNTY policies and procedures and the Uniform Standards of Professional Appraisal Practices. |
| N/A | N/A | c) Prepare and submit to TxDOT the Form ROW-RTA-10 "Tabulation of Values", for each appraisal. |

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| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| N/A | N/A | d) The cost of the review appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the review appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY. |
| | | **5) APPRAISAL UPDATES** |
| N/A | N/A | a) Prepare complete appraisal update for the parcel to be acquired utilizing TxDOT Form No. ROW-A-5, which will be furnished to the provider by TxDOT. These reports shall conform to COUNTY/TxDOT policies and procedures along with the Uniform Standards of Professional Appraisal Practices. |
| N/A | N/A | b) As necessary, prepare written notification to COUNTY/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation. All completed appraisals will be administratively reviewed by L&G Engineering Right of Way Office and recommended for approval by TxDOT. |
| N/A | N/A | c) As necessary, the appraiser will appear or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the TxDOT/COUNTY. |
| N/A | N/A | d) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY. |
| N/A | N/A | e) As necessary, the appraiser will coordinate with the review appraiser regarding corrections and/or additional information that may be required. |
| | | **6) NEGOTIATION, TASKS AND FEES** |
| N/A | N/A | a) Analyze appraisal and appraisal review reports and confirm the TxDOT's approved value prior to making offer for each parcel. |
| N/A | N/A | b) Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies. |
| N/A | N/A | c) Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by COUNTY /TxDOT on applicable COUNTY /TxDOT forms. |
| N/A | N/A | d) Mail (Certified Mail Return Receipt Requested) initial offer letter, draft deed, Bill of Rights Brochures and Appraisal Reports to address confirmed with the Appraisal District of Hidalgo County. Maintain follow-up contacts and secure the necessary instruments upon acceptance o f the offer for the closing. |
| N/A | N/A | e) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at mailing of initial offer. Maintain original signed Receipt of Appraisal. (unless property owner refuses to sign it). |
| N/A | N/A | f) Respond to property owner inquiries verbally and in writing within two business days. |
| N/A | N/A | g) Prepare a separate negotiator contact report for each parcel per contact. |

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| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| N/A | N/A | h) Maintain parcel files of original documentation related to the purchase of the real property or property interests. |
| N/A | N/A | i) Advise property owner on the Administrative Settlement process. Transmit to TxDOT any written counter offer from property owners including supporting documentation, and provider recommendation with regard to Administrative Settlements in accordance with COUNTY /TxDOT policy and procedures. |
| N/A | N/A | j) Prepare final offer letter, documents of conveyance as necessary. |
| N/A | N/A | k) Appear and provide Expert Witness testimony as an Acquisition Provider when requested. |
| N/A | N/A | l) Meet at the L&G Engineering ROW office in Mission once per week as agreed-upon with the Right of Way Acquisition Manager/Administrator. |
| N/A | N/A | m) Provide a monthly progress report per parcel by the 25th of the month with invoice. |
| N/A | N/A | n) The consultant shall, as part of this proposal, estimates 10% of the parcels identified on Page 37 may end up in condemnation. The consultant shall be available for any meeting/hearings as requested by the COUNTY Attorney. |
| | | **7) CLOSING SERVICE FEES** |
| N/A | N/A | a) Coordinate with COUNTY and Title Company to obtain an updated title commitment along with other Forms and certified copy of the instrument of conveyance necessary when requesting the Parcel Payment from the COUNTY. |
| N/A | N/A | b) Acquisition Provider shall attend closings and provide closing services in conjunction with Title Company. |
| N/A | N/A | c) Acquisition Provider shall record all original instruments immediately after closing at the respective County Clerk's Office, except for conditions which must be forwarded to TxDOT for acceptance by the Texas Transportation Commission. |

NOT INCLUDED IN WORK AUTHORIZATION NO. 1

| | | |
|---|---|---|
| | | **8) RELOCATION ASSISTANCE SERVICES (separate Work Authorization will be issued once relocations have been identified, unless noted otherwise).** |
| N/A | N/A | a) The amount of relocations or displacements as identified. L&G will provide relocation advisory services. L&G will compute replacement housing supplements (owner occupant and/or tenants) |
| N/A | N/A | b) L&G will provide advisory services to business displacements and relocate them effectively. |
| N/A | N/A | c) TxDOT will review, approve and pay for all relocation costs as per the Agreement. |
| | | **9) CONDEMNATION SUPPORT** |
| N/A | N/A | a) Pre-Hearing Support<br>i) Upon receipt of a copy of the final offer, request an updated title commitment for Eminent Domain from the Title Company.<br>ii) Prepare a Bisection Clause for the original set of Legal Descriptions supplied by Surveyor if applicable<br>iii) Use the information from the Title Commitment to join all interested parties on the necessary forms. Spouses of owners must also be joined. |

Services Provided By:
ENGINEER COUNTY

iv) Upon completion of the necessary forms, prepare a packet containing 2 copies each of the following documents: Title Commitment, Negotiator's Reports, Appraisal Acknowledgment, Preappraisal Contact Sheet, signed and sealed property description, and plat, Final Offer Letter, any correspondence from the land owner or representatives, along with one copy of the appraisal report. Submit packet to the COUNTY Office for submission to the COUNTY Attorney's office.

v) Upon receipt of concurrence for the Appraisal Witness, request the update of appraisal.

vi) Upon receipt of packet prepared by the COUNTY Attorney which will include Petition for Condemnation, Lis Pendens, Order Appointing Special Commissioners, Order Setting Hearing, Oath of Special Commissioner, and Notice of Hearings, developed by the COUNTY Attorney; the attorney shall file the original petition with the COUNTY Court at Law or other appropriate Court for a cause number to be assigned.

vii) The COUNTY attorney shall file the Lis Pendens including the cause number with the COUNTY Clerk's Office.

viii) Upon assignment of a court, the COUNTY Attorney shall file the Order Appointing Commissioners with the judge retaining a copy of the Order for the files.

ix) Following appointment of Special Commissioners by the judge, the COUNTY shall secure the following documents: Oath of Commissioners signed by the Commissioners, Order Setting Hearing, 2 copies of the Notice of Hearing signed by the Commissioners.

x) The COUNTY shall file all originals with the court and send copies marked "copy" to L & G Engineering.

xi) The COUNTY Attorney shall send a copy of the petition to the Title Company so that the Title Company can make sure the appropriate parties were joined and that no changes in title have occurred.

xii) The COUNTY Attorney shall set the Special Commissioners Hearing after the updated appraisal has been submitted, if there is no change in value. If there is an increase in value, COUNTY will approve the new value and the COUNTY's provider will present a revised offer and a final offer letter and submit a copy of the final offer letter.

xiii) The COUNTY Attorney shall coordinate a pre-hearing conference prior to the hearing (the day before or earlier) to discuss facts of the case with the COUNTY, Appraiser, and Negotiator.

NOT INCLUDED IN
WORK AUTHORIZATION NO. 1

xiv) After the hearing is set, the COUNTY Attorney shall serve Notices of Hearing to the indicated parties at least 72 days prior to the Commissioner's hearing. If it is necessary to join the Federal Government, be advised that they have an additional 60 days to prepare for the Hearing.

xv) Once the notices have been served, the COUNTY Attorney shall file the original notices with the court and send copies stamped "copy" to L&G Engineering ROW Office.

xvi) The COUNTY's Attorney shall send a reminder letter 2-3 weeks in advance to the COUNTY Administration offices, Acquisition Provider, the three special commissioners and court reporter concerning Hearing dates.

N/A N/A

b) Post Hearing Support (by COUNTY Attorney)

i) For the hearing, prepare the necessary forms and Special Commissioners time sheets and submit forms to Hidalgo COUNTY clerk's office.

ii) Obtain the signatures of Special Commissioners on the Award of Commissioners and file with the court for the judge's signatures within 48 hours of the Hearing.

iii) Give timesheets to Judge. The amount paid to the Special Commissioners is determined by the Judge.

iv) Obtain and distribute 3 certified copies of the award as follows: 1 certified copy to the title company with a request for a commitment, 1 certified copy to the COUNTY, 1 certified copy to L&G Engineering with the Commitment to request the warrant in the amount of the Special Commissioners Award.

v) Send the Commitment and the Award to COUNTY, along with individual special commissioner's billing requesting the payment for their fees.
vi) File COUNTY warrant in the registry of the court. File a Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of the deposit. The Date of Deposit is the Date of Take.
vii) Take photograph of the interest to be acquired (if necessary) on the day of deposit for relocation verification.
viii) Send written notices of the date of deposit to the COUNTY Administration office and all interested parties.
ix) Appear as Expert Witness as requested. Sub-contractors must also appear as Expert Witnesses as requested.
x) All acquisition negotiations file indicating all "due diligence" provided by the Acquisition Provider will be directed to the COUNTY Attorney's office for his further handling in accordance to the Eminent Domain process by the COUNTY.

**10) COMPENSABLE UTILITIES**

Utility Accommodation is an integral factor in road construction and design. Coordination of utility adjustments is a necessary function within planning, design, acquisition and construction and requires the administration of property rights issues, utility policy, and reimbursement of eligible utility adjustments. It includes the following tasks:

N/A N/A a) Preliminary Design Consultations
i) Conduct Field Investigation and review Certificate of Convenience and Necessity boundaries to identify utility providers within the project area. Communications through letter, phone calls and email to establish a contact list. Coordinate data gathering by surveyors and design team. Introduce project to utility providers.

N/A N/A b) Field Observations and Verifications
i) Provide maps to Utility providers to "redline" and identify conflicts. Coordinate exposures and data collection by surveyor. Provide and confirm utility data on project maps. Order Utility Location Service.

N/A N/A c) Exchange of Information with Utility Providers
i) Provide project schedule.
ii) Request schedules for utility adjustments.
iii) Identify who is responsible for utility process.

NOT INCLUDED IN WORK AUTHORIZATION NO. 1

N/A N/A d) Confirmation of Property Interests
i) Request Documents
ii) Coordination of data on maps and citation of property interest documents.
iii) Confirm utilities are within easements.

N/A N/A e) Coordination of Agreements
i) Identify utilities that are compensable.
ii) Determine parties and agreements necessary to complete compensable process.
iii) Coordinate execution and processing of Standard Utility Agreements.

N/A N/A f) Utility Meetings throughout project development
i) Set up and coordinate utility meetings during planning, design, acquisition and construction phases.
ii) Attend and participate in meetings by other parties.

**11) PAYMENT SCHEDULE**

N/A N/A a) Project Administration
i) Payment and Milestones
(a) Full Project Office
(1) Lump Sum Basis (assume 1 year project presence)

(2) Initial payment of 25% upon establishment of a project office with functional phone and utility services.
(3) Remainder paid out in equal monthly installments of 15% starting the following month.
(4) Monthly billing to COUNTY OF HIDALGO will be required.

b) Title Services
ii) Payment
(a) Per Parcel basis.
iii) Milestones
(a) 100% upon securing initial title commitment.

c) Appraisal Services
i) Payment
(a) Per Parcel Basis
ii) Milestones
(a) 100% paid upon delivery of complete and acceptable appraisal report

d) Appraisal Review
i) Payment
(a) Per Parcel Basis
ii) Milestones
(a) 100% upon submission of ROW-A-10

e) Appraisal Update
i) Payment
(a) Per Parcel Basis
ii) Milestones
(a) 100% upon delivery of complete and acceptable appraisal update.

f) Negotiation, Task, and Fees
i) Payment
(a) Per Parcel Basis
ii) Milestones
(a) 80% upon presentation of initial offer.
(b) 20% upon successful negotiation and all instruments are recorded.

g) Closing Service Fees
i) Payment
(a) Per Parcel Basis
ii) Milestones
(a) 100% upon recordation of instrument of conveyance

NOT INCLUDED IN
WORK AUTHORIZATION NO. 1

h) Relocation Assistance
i) Payment
(a) Per Relocation
ii) Milestones
(a) 100% upon issuance of 90-day vacancy letter.

i) Compensable Utilities
i) Payment
(a) By percent complete

## ADDITIONAL RESONSIBILITIES

**Easements, Letters of Permission, Etc.**

The ENGINEER shall be responsible for delineating easements. The ENGINEER will be responsible for securing the necessary legal instruments.

**Coordination of Utilities**

The ENGINEER shall furnish the COUNTY prints of a project layout which will be distributed by ENGINEER to various utility companies to determine which utilities are in the limits of the project. These shall be preliminary layouts. Upon completion of the preliminary drainage plans and U&D sheets, the ENGINEER shall distribute to the various utility companies and request return. Upon return of these prints, the ENGINEER will schedule a meeting with the various utility companies to discuss potential conflicts and conformance with the State's Utility Accommodation Policy. The ENGINEER is responsible for coordination with the various utility companies for exposing potential conflicts and field ties to uncover utilities in potential conflict areas.

**Meetings**

Meetings will be held with the FHWA, State Officials, local governments, property owners, utility owners, railroad companies, other consulting firms, etc., as needed or required by the COUNTY. The ENGINEER shall coordinate through the COUNTY for the development of this project with any local entity having jurisdiction or interest in the project (i.e., city, county, etc).

**Specifications, Special Provisions, Special Specifications**

Use the State's standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification is developed for this project, it shall be in the State's format and incorporate references to approved State test procedures.

**Project Manager/Engineer Communication**

The ENGINEER shall designate one Texas Registered Professional Engineer to be responsible throughout the project for project management and all communications, including billing, with the COUNTY's Director. Any replacements to the ENGINEER's designated Project Manager/Engineer must be approved by the COUNTY.

Engineering documents produced for the department's engineering projects shall be signed, sealed and dated or CADD sealed in accordance with Administrative Order No. 5-89 and Administrative Circular No. 26-91.

NOT INCLUDED IN WORK AUTHORIZATION NO. 1

**Design Responsibilities**

The ENGINEER is responsible for design errors and/or omissions that become evident before, during or after construction of the project. The ENGINEER's responsibility for all questions arising from design errors and/or omissions will be determined by the COUNTY and all decisions shall be final and binding. This would include, but not necessarily be limited to:

1. All design errors and/or omissions resulting in additional design work to correct the errors and/or omissions.
2. Preparation of design documents and detail drawings necessary for a field change due to design errors and/or omissions.
3. Revision of original tracings to the extent required for a field change due to design errors and/or omissions.

The ENGINEER shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of the work by the COUNTY will not relieve the ENGINEER of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.

**Document and Information Exchange**

Data, Plan Sheets, General Notes and/or Specifications provided to the COUNTY shall be furnished on 8GB USB flash drives. Each 8 GB flash drive shall have a file titled Table of Contents. The Table of Contents shall indicate the locations of files within the directory structure of the documentation.

General Notes and specifications shall be provided in MS Office 2007 format. Plan sheets shall be provided in Microstation DGN or GEOPAK GPK format. PDF copies of plan sheets shall also be provided.

Two copies of the documentation shall be provided to the COUNTY.

If required, the ENGINEER shall provide to the COUNTY, a CD that contains all the plan sheets for the project. The graphics tape shall be compatible with the COUNTY's computer system.

CD Tape Required (YES or NO): YES

**Proposal Time**

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

**Office Location**

The ENGINEER will perform the services to be provided under this agreement out of their office or offices listed below:

| Service | Office Location |
|---|---|
| PS&E | Mission Office |
| Schematic | Mission Office |
| Environmental Document | Mercedes Office |

The work effort will be managed out of the Mercedes (City) office located at 2100 West Expressway 83 (Address), Mercedes (City), Texas (State).

Client: Hidalgo County

# EXHIBIT "C"

**PROJECT WORK SCHEDULE**
**Shary Road (FM 494) Project**
**From FM 1924 (Mile 3) to SH 107**
**Length = 4.35 miles**

| TASK AND DESCRIPTION | FIRM | 2013 | | 2014 | | | | | | | | | | | | 2015 | | | | | | | | | | | | 2016 | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | JAN | FEB |
| ***Shary Road (FM 494)*** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **SCHEMATIC** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Develop Schematic | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TxDOT Review & Revisions | TxDOT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TxDOT Approval | TxDOT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Revise to TxDOT & Public Meeting Comments | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **ENVIRONMENTAL CLEARANCE** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Public Involvement | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Prepare Environmental Document | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Submit Final Draft Document | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Agency Review & Revisions | TxDOT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Environmental Decision | TxDOT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **PS&E (BY TXDOT)** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 30% Completion | TxDOT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 60% Completion | TxDOT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 90% Completion | TxDOT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TxDOT Approval | TxDOT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **ROW MAP** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Prepare ROW Map | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TXDOT Review & Revisions | TxDOT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TxDOT Approval | TxDOT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **TXDOT RELEASE OF ROW** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Release (Dependent on Availability of Funds) | TxDOT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **ACQUISITION SERVICES** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ROW Acquisition | L&G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **PROPOSED LETTING** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Let Project (Est. Earliest Date: August 2015) (Dependent on Availability of Funds) | TxDOT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

**L&G FUNCTION**
**ENVIRONMENTAL ASSESSMENT WORK**
**TXDOT FUNCTION**

3:55 PM11/13/2013

## EXHIBIT D-2

PROJECT FEE SCHEDULE AND ESTIMATED MAN-HOUR BREAKDOWN

SHARY ROAD (FM 494) PROJECT
(from FM 1924 (MILE 3) TO SH 107)

| | | MANHOURS | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Senior Project Manager | Senior Engineer | Senior Environmental Scientist /Specialist | Project Engineer | Design Engineer | ROW Administrator | EIT | Senior Engineer Tech | Environmental Scientist /Specialist | Engineer Tech | CADD Operator / GISAnalyst | Admin / Clerical | Biologist | TOTAL HOURS | Sub-Contract Amounts / ROW COST | TOTAL LINE ITEM COST | ROUNDED TOTAL LINE ITEM COST |
| | CONTRACT RATE | 215.40 | 167.89 | 136.21 | 123.54 | 114.04 | 107.70 | 82.36 | 79.19 | 79.19 | 76.02 | 66.52 | 57.02 | 50.68 | | | | |
| | ***WORK AUTHORIZATION NO. 1*** | | | | | | | | | | | | | | | | | |
| | ***PHASE I - EA, PUBLIC INVOLVEMENT, SCHEMATIC, DESIGN*** | | | | | | | | | | | | | | | | | |
| 1 | Environmental Assessment with TxDOT | 60 | | 250 | | | | | | 200 | | 245 | 100 | 201 | 1056 | | $ 95,000.58 | $ 95,000.00 |
| 2 | Public Involvement for Environmental Assessment and 1 Public Meeting | 30 | | 35 | 39 | | 10 | | | 28.25 | | 41.25 | 17 | 38 | 238.5 | | $ 25,000.66 | $ 25,000.00 |
| 3 | Archeological and Historical Research | 14 | | 28 | 15 | | | | | 124 | | 128 | 23 | 33 | 365 | | $ 30,000.60 | $ 30,000.00 |
| 4 | Engineering Technical Support at Public Meetings with Layouts, etc. | 25 | | 44 | 31 | | 30 | | | | | 44.75 | 24 | 24 | 222.75 | | $ 24,000.55 | $ 24,000.00 |
| 5 | Schematic | 62 | 60 | | 140 | 275 | | 200 | 148.75 | | 238 | 2560.5 | 79 | 7.25 | 3770.5 | | $ 293,625.54 | $ 293,625.00 |
| 6 | Hydrological Map | 14 | 24 | 8 | 65 | 32 | | 37.75 | | 16 | 81 | 163.75 | 8 | 6 | 455.5 | | $ 42,000.65 | $ 42,000.00 |
| 7 | Office Surveys for Schematic (Preliminary Ownership Identification and Property Rights) | 10 | 10 | | 30 | 49 | | 30.25 | | | 20 | 49 | 7 | 4 | 209.25 | | $ 21,000.19 | $ 21,000.00 |
| 8 | Preliminary Compensable Utility Management Identification on Schematic | 10 | 18 | | 16 | 19 | 9 | 18.25 | 20 | | 26 | 34 | 5 | 2 | 177.25 | | $ 18,000.25 | $ 18,000.00 |
| 9 | Update Schematic based on comments as provided by TxDOT/FHWA | 8 | 16 | | 30 | 54 | | 41.5 | 8 | | 54 | 96 | 17 | 4.25 | 328.75 | | $ 30,000.99 | $ 30,000.00 |
| 10 | Engineering Technical Support at Public Hearing with Layouts, etc. | 6 | 6 | 8 | 12 | | 11 | 15 | | 14 | 13 | 18.5 | 14 | 11.5 | 129 | | $ 12,000.64 | $ 12,000.00 |
| 11 | Public Involvement for 1 Public Hearing | 21 | 17 | 18 | 18 | | 19 | 18.25 | | 22 | 29 | 37 | 32 | 23 | 254.25 | | $ 25,000.68 | $ 25,000.00 |
| | ***PHASE II - PS&E AND CONSTRUCTION OVERSIGHT*** | | | | | | | | | | | | | | | | | |
| 12 | Field Surveys for Design and Construction | 4 | 8 | | 10 | | | | | | 15 | | 6.5 | | | $ 107,851.00 | $ 4,951.05 | $ 112,800.00 |
| | | | | | | | | | | | | | | | | | | |
| | ***SUB-TOTAL*** | 260 | 151 | 391 | 395 | 429 | 79 | 361 | 176.75 | 404.25 | 461 | 3417.75 | 326 | 354 | 7206.75 | $ 107,851.00 | $ 620,582.39 | $ 728,425.00 |

| | |
|---|---|
| Subtotal Manhour Fee with Sub-Consultant Costs: | $ 728,433.39 |
| *** Total Project Fee:** | **$ 728,425.00** |

*Rounded Figure

# EXHIBIT "D-2"
# FEE SCHEDULE

| | A | B | C | D | E | F | G | H | I | J |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Highway: Shary Road Widening Reconstruction Project | | | | | R.O.W. Surveying Services, LLC | | | | |
| 2 | County: Hidalgo County, Texas | | | | | | | | | |
| 3 | From: 5 Mile Rd. to SH 107 | | | | | | | | | |
| 4 | Description of Work: Design Survey | | | | | | | | | |
| 5 | | | | | | | | | | |
| 6 | TASK AND DESCRIPTION | Survey | | Survey | 4-man | 3-man | 2-man | Admin/ | Total | Cost |
| 7 | | PM | RPLS | Technician | Survey Crew | Survey Crew | Survey Crew | Clerical | Hours | |
| 8 | HOURLY RATE | $124.00 | $125.00 | $82.00 | $175.00 | $155.00 | $130.00 | $50.00 | | |
| 9 | PHASE 1 - FC 150 Field Surveying (Control Hz & Vt) | | | | | | | | | |
| 10 | A. Primary Project Control | | | | | | | | | |
| 11 | a. Establish Primary Control | 4 | 0 | 8 | 0 | 36 | 0 | 0 | 48 | $ 6,732.00 |
| 12 | B. Secondary Project Control | | | | | | | 0 | | |
| 13 | a. Set additional secondary control points as needed | 4 | 3 | 6 | 0 | 20 | 0 | 0 | 33 | $ 4,463.00 |
| 14 | b. Horizontal values established with RTK or VRS | 0 | 2 | 4 | 0 | 0 | 10 | 0 | 16 | $ 1,878.00 |
| 15 | c. Vertical values established with digital level | 2 | 4 | 8 | 0 | 0 | 24 | 0 | 38 | $ 4,524.00 |
| 16 | C. Setting Benchmarks | | | | | | | | | |
| 17 | a. Setting Benchmarks @ 1000'(ft) intervals | 2 | 0 | 0 | 0 | 30 | 0 | 0 | 32 | $ 4,898.00 |
| 18 | D. Boundary recovery establishihng apparent R.O.W. | 4 | 24 | 8 | 0 | 16 | 8 | 0 | 60 | $ 7,672.00 |
| 19 | Subtotal Hours | 16 | 33 | 34 | 0 | 102 | 42 | 0 | 227 | |
| 20 | Subtotal Cost - Phase 1 | $1,984.00 | $4,125.00 | $2,788.00 | $0.00 | $15,810.00 | $5,460.00 | $0.00 | | $30,167.00 |
| 21 | PHASE 2 - DTM Topography and Cross sections | | | | | | | | | |
| 22 | A. Topographic & Crossections | 8 | 0 | 48 | 0 | 80 | 0 | 0 | 136 | $ 17,328.00 |
| 23 | B. Locate Visible Utilities | 8 | 0 | 16 | 0 | 24 | 0 | 0 | 48 | $ 6,024.00 |
| 24 | C. Under ground Utilities 800 DIG TESS | 6 | 0 | 10 | 0 | 16 | 0 | 0 | 32 | $ 4,044.00 |
| 25 | D. Paint Proposed Centerline on Existing Pavement | 2 | 0 | 6 | 0 | 16 | 0 | 0 | 24 | $ 3,220.00 |
| 26 | E. Profile and Cross section Intersecting Streets | 2 | 0 | 8 | 0 | 16 | 0 | 0 | 26 | $ 3,384.00 |
| 27 | F. Irrigation Crossings | 4 | 0 | 8 | 0 | 16 | 0 | 0 | 28 | $ 3,632.00 |
| 28 | G. Details of Existing Storm Drain | 2 | 0 | 4 | 0 | 8 | 0 | 0 | 14 | $ 1,816.00 |
| 29 | C. Cross Culverts, Driveway Culverts, Inverts | 2 | 0 | 8 | 0 | 16 | 0 | 0 | 26 | $ 3,384.00 |
| 30 | I. Outfalls | 4 | 0 | 8 | 0 | 16 | 0 | 0 | 28 | $ 3,632.00 |
| 31 | J. Driveways and Turnouts | 1 | 0 | 6 | 0 | 8 | 0 | 0 | 15 | $ 1,856.00 |
| 32 | K. Bridge Widening Detail | 2 | 0 | 8 | 0 | 16 | 0 | 0 | 26 | $ 3,384.00 |
| 33 | Subtotal Hours | 41 | 0 | 130 | 0 | 232 | 0 | 0 | 403 | |
| 34 | Subtotal Cost - Phase 2 | $5,084.00 | $0.00 | $10,660.00 | $0.00 | $35,960.00 | $0.00 | $0.00 | | $ 51,704.00 |
| 35 | PHASE 3 - FINAL REPORT & DELIVERABLES | | | | | | | | | |
| 36 | A. CADD file (2D & 3D) for limits of project | 36 | 0 | 24 | 0 | 0 | 0 | 4 | 64 | $ 6,632.00 |
| 37 | B. Final Report and Deliverables | 48 | 0 | 0 | 0 | 0 | 0 | 8 | 56 | $ 6,352.00 |
| 38 | Subtotal Hours | 84 | 0 | 24 | 0 | 0 | 0 | 12 | 120 | |
| 39 | Subtotal Cost - Phase 3 | $10,416.00 | $0.00 | $1,968.00 | $0.00 | $0.00 | $0.00 | $600.00 | | $ 12,984.00 |
| 40 | PROJECT MANAGEMENT & OVERSIGHT | | | | | | | | | |
| 41 | A. Meeting & Coordination w/ Engineers | 56 | | 0 | 0 | 0 | 0 | 2 | 58 | $ 7,044.00 |
| 42 | B. QC/QA Survey | 48 | 0 | 0 | 0 | 0 | 0 | 0 | 48 | $ 5,952.00 |
| 43 | Subtotal Hours | 104 | 0 | 0 | 0 | 0 | 0 | 2 | 106 | |
| 44 | Subtotal Cost - PM & Oversight | $12,896.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $100.00 | | $ 12,996.00 |
| 45 | | | | | | | | | | |
| 46 | | | | | | | | | | |
| 47 | Total Fee FC 150 | $30,380.00 | $4,125.00 | $15,416.00 | $0.00 | $51,770.00 | $5,460.00 | $700.00 | 656 | $107,851.00 |
| 48 | | | | | | | | | | |

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

# AGREEMENT FOR PROFESSIONAL SERVICES
## C-13-333-12-03

**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 required for preparation of the (1) **Environmental Assessment, Public Involvement, Schematic and Hydrologic Design for the "Shary Road (FM 494) from FM 1924 (Mile 3) to SH 107"** project and (2) **Surveying for the "Shary Road (FM 494) from FM 676 (Mile 5) to SH 107"** project for **Hidalgo County Precinct No. 3** 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 as identified in **EXHIBIT "B"**- Services to 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**, as more particularly identified in **EXHIBIT "B"**, attached hereto.

**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 shall terminate on November 15, 2015 or upon completion of projects (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 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 "D1"-*Fee Schedule***, 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 a lump sum fee assigned to 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 of the lump sum fee 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. If the development of plans, specifications and estimates

(hereinafter referred to as **"PS&E"**) are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(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.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** 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 **Engineer's** skill and knowledge in preparing such **PS&E.**

(f) In connection with the **Engineer's** performance of procurement services hereunder, if any, the **Engineer** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

**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**<br>**1615 S. Closner, Suite J**<br>**Edinburg, Texas 78539** | **L & G Consulting Engineers, Inc.**<br>**2100 West Expwy 83**<br>**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

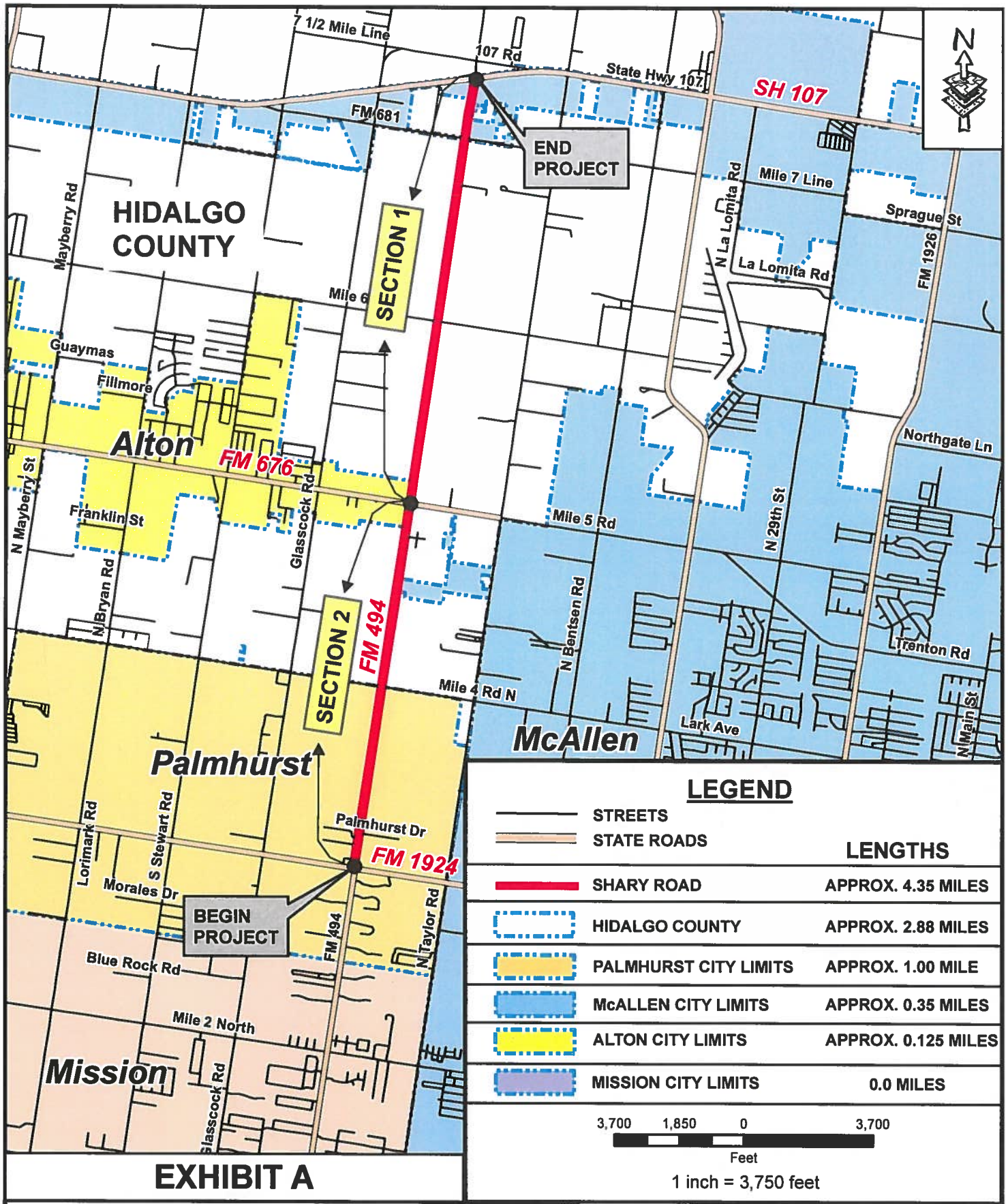
**Approved on Commissioners' Court:**

**APPROVED AS TO FORM:**
Atlas & Hall, L.L.P.

By:_____

**EXHIBITS:**

**LOCATION MAP**
**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
**EXHIBIT D** -Contract Rates
**EXHIBIT D1** - Estimated Project Fee Schedule and Man-hour Breakdown
**EXHIBIT E** -Work Authorization Form - SAMPLE
**EXHIBIT F** -Supplemental Agreement Form - SAMPLE
**EXHIBIT G** -Certificate of Insurance (*Hidalgo County)*




## LEGEND

| | | LENGTHS |
|---|---|---|
| | STREETS | |
| | STATE ROADS | |
| | SHARY ROAD | APPROX. 4.35 MILES |
| | HIDALGO COUNTY | APPROX. 2.88 MILES |
| | PALMHURST CITY LIMITS | APPROX. 1.00 MILE |
| | McALLEN CITY LIMITS | APPROX. 0.35 MILES |
| | ALTON CITY LIMITS | APPROX. 0.125 MILES |
| | MISSION CITY LIMITS | 0.0 MILES |

3,700 1,850 0 3,700

Feet

1 inch = 3,750 feet

# EXHIBIT A

# SHARY ROAD (FM 494) LOCATION MAP

## FROM FM 1924 (MILE 3) TO SH 107

## APPROX. PROJECT LENGTH 4.35 MILES

THE COUNTY OF HIDALGO TEXAS

JOE FLORES
HIDALGO COUNTY PCT# 3 COMMISSIONER

L&G Engineering
Highway/CMI • Structural/Bridge
Environmental • Geotechnical
Construction Material Testing
Right-of-Way Acquisition Provider Services

2100 W. Expressway 83
Mercedes, TX 78570
Phone: (956) 565-9813
Fax: (956) 565-9018
Toll Free: (888) 565-9813

900 S. Stewart Rd., Ste.9
Mission, TX 78572
Phone: (956) 565-1909
Fax: (956) 565-1927
Toll Free: (888) 565-1909

G:\AMAPS\SHARY RD MILE 3 TO 107

# EXHIBIT "A"

## Services to be provided by the County

1. The County will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.

2. The County will provide copies of all subdivision plats of record and/or in the subdivision process.

3. The County will provide the Engineer with on-going guidance, timely reviews, and decisions necessary to complete services required by the work authorization in order to permit the Engineer to maintain an agreed upon project schedule.

4. The County will provide a Purchase Order and process all acceptable requests for payment in a timely manner.

5. The Work Authorization will identify the Notice to Proceed date.

## GENERAL INSTRUCTIONS

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean the Hidalgo County.

## PROJECT DESCRIPTION

The services designated herein as "Services provided by the ENGINEER" shall include the performance of all engineering services for the following described facility:

COUNTY/CITY: HIDALGO COUNTY

CONTROL: _____

PROJECT/DESCRIPTION: Professional Engineering Services

LENGTH: 4.35 MILES

HIGHWAY: SHARY ROAD (FM 494)

LIMITS: Section I: from FM 676 (Mile 5) to SH 107
Section II: from FM 1924 (Mile 3) to FM 676 (Mile 5)

**EXISTING FACILITY**

**PROJECT CLASSIFICATION**

(Place an "X" in only one Project Classification)

___ Surface Treatment
___ Overlay
___ Rehabilitation Existing Road (Scarify & Reshape)
___ Convert Non-Freeway to Freeway
___ Widen Freeway
_X_ Widen Non-Freeway
___ New Location Toll Freeway
___ New Location Non-Freeway
___ Interchange (New or Reconstruct)
___ Bridge Widening or Rehabilitation
___ Bridge Replacement
___ Upgrade to Standards - Freeway
___ Upgrade to Standards - Non-Freeway
___ Miscellaneous Studies (Use Function Code 110 for All Tasks)

**NOTES**

## ROUTE AND DESIGN STUDIES
(Function Code 110)

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| ___ | ___ | 1. Route Location Studies |
| ___ | ___ | 2. Level of Service Analysis |
| ___ | ___ | 3. Traffic Evaluations and Projections |
| ___ | ___ | 4. Develop Roadway Design Criteria |
| ___ | ___ | 5. Preliminary Cost Estimates |
| ___ | ___ | 6. Design Schematic (See Section 7, page 7-1 for schematic layout requirements) |
| ___ | ___ | 7. Preliminary Right-of-Way Requirements |
| ___ | ___ | 8. Design Concept Conference |
| | | 9. Soil Core Hole Drilling |
| ___ | ___ | a. Pavement (See Section 7, pages 7-3 thru 7-4 for requirements) |
| ___ | ___ | b. Retaining Walls (See Section 10, page 10-1 thru 10-2 for requirements) |
| ___ | ___ | c. Miscellaneous Structures (See Section 10, page 10-4 for requirements) |
| ___ | ___ | d. Bridges (See Section 11, page 11-3 for requirements) |

## NOTES
## SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT
(Function Code 120)

Services Provided By:
ENGINEER COUNTY

1. Environmental Reports
All Environmental Reports shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations, Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.
   a. Environmental Assessments
   ___ ___ (1) An Environmental Assessment shall be prepared, anticipating a Categorical Exclusion.
   ___ ___ (2) An Environmental Assessment shall be prepared, anticipating a Finding of No Significant Impact.
   ___ ___ (3) An Environmental Assessment shall be prepared, anticipating the need for a Draft Environmental Impact Statement.
   b. Environmental Impact Statement
   ___ ___ (1) A Draft Environmental Impact Statement shall be prepared. After appropriate interagency and public reviews within time limits prescribed by the Code of Federal Regulations, Title 23, Part 771 and 43 Texas Administrative Code 2.40-2.51, a Final Environmental Impact Statement shall be prepared.
   ___ ___ (2) A Section 4(f) Statement (Department of Transportation Act) shall be provided by the ENGINEER. The format and content of the statement is found in FHWA Technical Advisory T6640.8A.

2. Public Involvement
All public involvement procedures shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.
   ___ ___ a. A public involvement meeting(s)/hearing(s) shall be scheduled, coordinated and conducted.*
   ___ ___ b. Technical assistance, meeting(s)/hearing(s) preparation, maintenance of contracts lists, minutes of meeting(s), exhibit preparation, and other tasks outlined by the COUNTY, shall be provided.

3. Cultural Resources
Formal consultation with the State Historic Preservation Office (SHPO) and the Texas Historical Commission (THC) will be conducted by the COUNTY.
   ___ ___ a. Historic Structure Studies
   A records search and reconnaissance survey shall be performed, and documentation prepared regarding identification efforts, National Register eligibility and potential impacts to historic properties in accordance with the state's historic structure requirements.
   b. Archeological Studies
   ___ ___ (1) Files searches shall be conducted to determine if known archeological sites are present; to identify whether these sites have been listed or determined eligible for the National Register of Historic Places or have been designated State Archeological Landmarks; and to identify the need (if any) to perform additional archeological investigations.
   ___ ___ (2) Archeological reconnaissance will be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.
   ___ ___ (3) Archeological survey shall be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.

Services Provided By:
ENGINEER COUNTY

4. Noise and Air Quality Analyses

___ ___ a. Noise Analysis
A noise analysis shall be prepared, including predicted noise levels and the consideration and evaluation of noise mitigation, in accordance with the STATE'S Noise Guidelines. The noise analysis or a summary of the noise analysis shall be included in the environmental document for the project.

___ ___ b. Air Quality Analysis
An air quality analysis shall be prepared in accordance with the STATE'S Air Quality Guidelines. The air quality analysis or a summary of the air quality shall be included in the environmental document for the project.

___ ___ 5. Ecological Investigations
A wetland survey and if necessary, a wetland delineation shall be conducted and a "wetland finding" shall be provided if necessary. As part of the environmental phase of the project, the consultant should notify the District if it is believed that a Section 404 or Section 9 permit is required, and provide the technical data to the District for application to the U.S. Army Corps of Engineers and/or the U.S. Coast Guard.

A determination should be made if there are potential federally listed endangered or threatened species that could be impacted. The District will be notified as soon as possible that Section 7 or 10 consultations may be required. Supporting data will be furnished to the district when consultation with the U.S. Fish and Wildlife Service is undertaken.

___ ___ 6. Hazardous Materials
The consultant shall perform an Environmental Site Assessment for hazardous materials impact in accordance with the American Society for Testing and Materials (ASTM) 1528.93 (Transaction Screen Process).

___ ___ 7. General Guidelines for Preparation of Environmental Documents

a. The Biological Impact Evaluation Report will be prepared and submitted electronically to TxDOT.
b. All cultural resource reports (i.e. Archeological and Historical Project Coordination Requests (PCRs), background and reconnaissance surveys) will be submitted electronically to TxDOT.
c. The draft administratively complete document will be submitted to TxDOT electronically through their FTP site.
d. The administratively complete document will be prepared in accordance with the content and format of FHWA Technical Advisory T6640.8A and the TxDOT Administrative Code 43 TAC §2.44.
e. The administratively complete document will be submitted to TxDOT electronically through their FTP site.
f. Upon completion and approval of the administratively and technically complete document, the Engineer will provide one (1) hard copy to the Client, one (1) hardcopy to the district, and (3) hardcopies to TxDOT ENV.
g. Exhibits in the environmental document shall be color copies and text shall be black and white.

# RIGHT-OF-WAY DATA
(Function Code 130)

Services Provided By:
SURVEYOR COUNTY

**NOTE:** No work involving right-of-way (ROW) data is to be performed until the COUNTY has given the ENGINEER written approval of the final location of the proposed ROW lines as approved by TxDOT.

## A. RIGHT-OF-WAY MAPPING:

### 1. PURPOSE:
The purpose of right-of-way mapping is to prepare documents suitable for the acquisition of real property interests and the probable issuance of a title policy.

### 2. DEFINITIONS:
For purposes of this Contract, the following definitions shall apply:

2.1. Abstract Map – A drawing to scale prepared from record documents depicting proposed right-of-way lines, existing right-of-way lines, easement lines, and private property lines with relevant grantee names, recording data, and recording dates.

2.2. Closure/Area Calculation Sheet – A computer generated print-out of the area and the perimeter bearings, distances, curve data, and coordinates of an individual parcel of land to be acquired.

2.3. Access Denial Line – A line which indicates specific location where access to the roadway is denied.

2.4. Property Descriptions – A written metes and bounds description delineating the area and the boundary and describing the location of an individual parcel of land unique to all other parcels of land.

2.5. Owner – The most current title holder of record as determined by a study of the Real Property Records.

2.6. Parcel Plat – An 8 ½ inch by 11 inch drawing to scale depicting all the information shown on the right-of-way map regarding an individual parcel of land to be acquired.

2.7. Parent Tract – A unit or contiguous units of land under one ownership, comprising a single marketable tract of land consistent with the principle of highest and best use. A parent tract may be described by a single instrument or several instruments. A single parent tract cannot be severed by a public right-of-way, easement, or separate ownership which destroys unity of use.

2.8. Parent Tract Inset – A small line drawing, to an appropriate scale, of the parent tract perimeter placed upon the right-of-way map in the proximity of the respective parcel. Parent tract insets are used in cases where the parent tract cannot be shown to the same scale as the right-of-way map. Since parent tract insets are used to identify the limits and location of parent tracts, they should include public right-of-ways, utility easements and fee strips, and identifiable water courses which bound the parent tract.

2.9. Point of Beginning (P.O.B.) – A corner of the parcel of land to be acquired, located on the proposed right-of-way line and being the beginning terminus of the first course of the property description.

2.10. Point of Commencing (P.O.C.) – A monumented property corner which can be identified in the Real Property Records and is located outside the proposed right-of-way corridor. For title purposes, the point of commencing should be a monumented back corner of the parent tract. In the event a monumented back corner of the parent tract cannot be recovered, the nearest identifiable monumented property corner located outside the proposed right-of-way corridor may be used.

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2.11. Preliminary Right-of-Way Layout/Abstract Map – A drawing to scale depicting proposed right-of-way lines, existing right-of-way lines, proposed pavement, access denial lines, the proposed centerline alignment, private property lines, easement lines, visible improvements, visible utilities, the station and offset from the centerline alignment to each Point of Curvature (PC), Point of Tangency (PT), and angle point in the proposed right-of-way lines and to each PC, PT, and angle point in the existing right-of-way lines in areas of no proposed acquisition. *(Reference Sample on CD Attached)*

2.12. Right-of-Way Maps/Property Description/Parcel Plats – A series of 22 inch by 34 inch and 11 inch by 17 inch drawings to scale depicting the results of relevant elements of records research, field work, analysis, computation, and map making required to determine title, delineate areas and boundaries, locate and describe utilities and improvements to the extent necessary to appraise the value and negotiate the acquisition of individual parcels of private land for a proposed right-of-way project. *(Reference Sample on CD Attached)*

**3. WORK TO BE PERFORMED:**

3.1. Preliminary Right-of-Way Layout/Abstract Map:

An abstract map shall be prepared sufficient to determine the following:

3.1.1. Any and all interests of public record held in the land to be acquired.

3.1.2 The total record holdings of an owner contiguous to land to be acquired from that owner.

3.1.3. Any and all interests in land to be acquired held in common (shopping mall parking lots, subdivision reserves, etc.)

3.1.4. Any and all improvements proposed by other agencies which may have a bearing on project development.

3.1.5. All called monuments, bearings, and distances as per recorded information.

3.2. Right-of-Way Map:

The SURVEYOR shall field locate property corners, existing right-of-way markers, improvements, visible utilities, verify and update the planimetric file, if provided, and as directed by the ENGINEER.

A right-of-way map shall be prepared for each proposed right-of-way project. A right-of-way map shall include a title sheet, an index sheet, a survey control index sheet, a horizontal and vertical control data sheet, and sufficient plan sheets to cover the proposed project, or as directed by the ENGINEER. The STATE has developed standard title sheets, index sheets, and plan sheets, copies of which the SURVEYOR shall request and secure for all purposes of this Contract. Plan sheets shall include, but need not be limited to, the following items of information.

By mutual agreement between the Texas Board of Professional Land Surveying and the TxDOT, right-of-way maps need not be signed and sealed by a Registered Professional Land Surveyor.

3.2.1. Proposed right-of-way lines shall be delineated with appropriate bearings, distances, and curve data. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.

3.2.2. Existing right-of-way lines shall be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.

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3.2.3. The proposed project baseline alignment shall be delineated with appropriate bearings, distances, and curve data. Curve data shall include the station of the curve Point of Intersection (PI), radius, delta angle, arc length, tangent length, long chord bearing and distance, and the N and E coordinates of the curve PI. All alignment PCs, PTs, and even 500 foot stations shall be labeled as to station.

3.2.4. Proposed paving lines combined with relevant existing paving lines shall be shown to the extent necessary to compile a complete picture of proposed traffic movements. Proposed paving on the final mylars submitted to the ENGINEER shall be shaded with a dot pattern or highlighted by some other means acceptable to the ENGINEER.

3.2.5. Access denial lines shall be shown sufficiently to indicate areas where access is to be denied and where access is to be permitted if required by the ENGINEER.

3.2.6. Private property lines shall be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.

3.2.7. Porción lines, subdivision lines and survey lines shall be shown and identified by name and Porción number.

3.2.8. County lines and city limit lines shall be located and identified by name.

3.2.9. A north arrow shall be shown on each sheet, and, if possible, located in the upper right corner of the sheet.

3.2.10. Monumentation set or found shall be shown and described as to material and size.

3.2.11. A station and offset shall be shown for each PC, PT, and angle point in the proposed right-of-way lines. Stations and offsets shall be with respect to the proposed centerline alignment.

3.2.12. Intersecting and adjoining public right-of-ways shall be shown and identified by name, right-of-way width, and recording data.

3.2.13. Railroads shall be shown and identified by name, right-of-way width, and recording data.

3.2.14. Utility corridors shall be identified as to easement or fee and recording information shall be identified.

3.2.15. Easements and fee strips shall be shown and identified by width, owner, distance of easement to a property corner of the parent track, and recording data.

3.2.16. Building lines or set-back lines shall be shown and identified.

3.2.17. Visible improvements located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be shown and identified.

3.2.18. Structures shall be identified as commercial or residential, by number of stories, and as to type (brick, wood frame, etc.).

3.2.19. Structures which are severed by a proposed right-of-way line shall be dimensioned to the extent necessary to completely delineate the severed parts.

3.2.20. Parking areas, billboards, and other on-premise signs which are severed by a proposed right-of-way line shall be dimensioned to the extent necessary to delineate that portion of the parking area, billboard, or sign which is located within the proposed right-of-way corridor.

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3.2.21. In cases where structures are located outside the proposed right-of-way corridor and within 25 feet of a proposed right-of-way line, the shortest distance between the structure and the proposed right-of-way line shall be shown and field verified.

3.2.22. Visible utilities located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be shown and identified.

3.2.23. The location of underground utilities and fuel storage tanks situated within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be determined and shown as required by the ENGINEER. The visible location of stand pipes, vents and filler caps in conjunction with available design and as-built drawings may be used to determine a most probable location and size in the event an actual location is indeterminable.

3.2.24. Points of commencing and points of beginning shall be shown and labeled. Points of beginning shall be shown with their respective N and E surface coordinates. As an exception, a point of commencing will not be required in the case of a total taking without a remainder.

3.2.25. Each parcel of land to be acquired shall be identified by a parcel number which shall appear in the ownership tabulation and on the right-of-way map in the proximity of the respective parcel. If the SURVEYOR is unfamiliar with the criteria used by the STATE to assign parcel numbers, he shall seek the assistance of the ENGINEER at the time the abstract map is complete. THE SURVEYOR SHALL SEEK ASSISTANCE FROM THE ENGINEER IN DEVELOPING AN OWNERSHIP TABULATION TABLE.

3.2.26. An ownership tabulation shall be shown which shall include the parcel number, existing area of the parent tract, lot(s) and block(s) constituting the parent tract when applicable, owner's name, type of conveyance, film code, county clerk's file number, taking area, and remaining area of the parent tract located left and/or right of the centerline alignment. Types of conveyance, film code and file numbers refer to conveyances into the STATE and will be added to the right-of-way map by the STATE at a later date. Several blank lines shall be provided in the tabulation block to facilitate future map additions.

3.2.27. A parent tract inset shall be shown for each parent tract which cannot be shown to scale on the right-of-way map. The use of broken scale lines should be avoided. When parent tract insets are used, the point of commencing with the appropriate bearing and distance to the point of beginning may be shown on the parent tract inset.

3.2.28. A note shall be included on the title sheet and each map sheet stating the source of bearings, coordinates, and datum used.

3.2.29. Appropriate notes shall be included on the title sheet and each map sheet stating the following:

a. Month(s) and year abstracting upon which the map is based.
b. Month(s) and year field surveys were conducted upon which the map is based.
c. Month and year the map was completed by the SURVEYOR.

3.2.30. The right-of-way CSJ number, if available, shall be shown on each right-of-way map sheet.

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3.3. Exhibits:

An Exhibit shall be prepared for each parcel or tract consisting of a property description and a parcel plat.

3.3.1. Property Description:

A property description shall be prepared for each parcel of land to be acquired. Standard formats for property descriptions, copies of which the SURVEYOR shall request to the ENGINEER and secure for all purposes of this Contract. Property descriptions shall include, but need not be limited to, the following items of information.

All property descriptions shall be signed and sealed by a Registered Professional Land Surveyor. The property description shall begin with a general description which shall include as a minimum:

a. State, County, and Survey within which the proposed parcel of land to be acquired is located.
b. A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable.
c. A reference by name to the grantor and grantee, date and recording data of the most current instrument(s) of conveyance describing the parent tract. Use execution dates in deed references as opposed to recording or filing dates. In any case, the property description shall make clear which date is being used.
   The property description shall continue with a metes and bounds description which shall include as a minimum:
d. A point of commencing.
e. A point of beginning with the appropriate N and E surface coordinates.
f. A series of courses, identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and delineated with appropriate bearings, distances, and curve data.
   Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance. Each course shall be identified either as a proposed right-of-way line, and existing right-of-way line, or a property line of the parent tract. Each property line of the parent tract shall be described with an appropriate adjoiner call.
g. A description of all monumentation set or found shall include, as a minimum, size and material.
h. A reference to the source of bearings, coordinates, and datum used.

3.3.2. Parcel Plat:

A parcel plat shall be prepared for each parcel of land to be acquired. The STATE has developed standard formats for parcel plats, copies of which the SURVEYOR shall request from the ENGINEER and secure for all purposes in this Contract. Parcel plats shall include each and every item of information shown on the right-of-way map which concerns the individual parcel. All parcel plats shall be signed and sealed by a Registered Professional Land Surveyor.

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**4. DELIVERABLES:**

In preparing right-of-way maps, the following is an outline of the work to be submitted (records should be delivered in a binder):

4.1. An Abstract Map of the current record title holders included in the Preliminary Map showing the proposed schematic and existing right-of-way as per General Specifications.

4.2. A Right-of-Way map for the project limits under cover of Title Sheet, Index Sheet, Control Data Sheet, and Exhibits of the property descriptions and parcel plats as per General Specifications.

4.3. Appropriate monuments on the proposed right-of-way lines at intersecting property lines, and at all PCs, PTs, angle points, intersecting right-of-way lines of side streets, and at 1,000 foot stations.

4.4. Appropriate monuments on the existing right-of-way lines in areas of no acquisition at all PCs, PTs, angle points, and 1,000 foot stations, and as directed by the ENGINEER.

4.5. A SURVEYOR's report, outlining the approach, reasons or basis for the existing right-of-way determination, and conclusions made.

4.6. Records used to establish ownership.

4.7. ROW and parcel filed notes signed and sealed by a RPLS.

4.8. Computation sheets of survey closures, ground surveys, etc. used to develop plats and meets and bound information.

4.9. Items indicated under the Automation Requirements Section 6.

4.10 Completed (Attached) Checklist with submittal of ROW Map etc.

**5. GENERAL REQUIREMENTS:**

For purposes of this Contract, the following general requirements shall apply:

5.1. Copies of instruments of record submitted to the ENGINEER shall be indexed by parcel number.

5.2. Coordinates appearing on right-of-way maps, on parcel plats, and in property descriptions shall be surface coordinates based on the Texas State Plane Coordinate System. The combined adjustment factors (sea level factor x scale factor) which have been developed by the STATE for its use are as follows:

5.2.1. In (List Applicable Counties): Counties (---------- Zone), grid coordinates are multiplied by a combined adjustment factor of 1.xxxxxx to obtain surface coordinates. For work in Counties other than those listed, the ENGINEER will provide the combine adjustment factor.

5.3. Line and curve tables may be used when necessary.

5.4. The number of centerline alignment stations to be shown on a single plan sheet shall be restricted to the extent necessary to allow approximately 4 inches between match lines and sheet borders for future details and notes.

5.5. A minimum 4 inch by 4 inch space shall be reserved at the bottom right corner of each map sheet for future revision notes.

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**6. AUTOMATION REQUIREMENTS:**

In addition to standard hard copy plots and mylar copies, the following will be required electronically:

6.1. Right-of-way maps and parcel plats shall be prepared using a *Micro Station* software graphics system capable of producing graphics files that can be plotted and viewed without further modification or conversion using the State's *Micro Station V8* graphics system.

6.2. It is the intent of the ENGINEER to secure graphics files which have elements of equal integrity, singularity, and attributes as elements prepared using the State's *Micro Station V8* graphics system.

6.3. For purposes of clarity, consistency, and ease of utilization, the SURVEYOR shall request and secure standards relevant to right-of-way mapping to the extent necessary to ensure that the needs of the ENGINEER are met. This includes, but may not be limited to, TxDOT seed file and corresponding units.def file, TxDOT font resource file, TxDOT GEOPAK SMD file, TxDOT DGNLIB, associated cell libraries and custom line styles, and other files as deemed appropriate for the project.

6.4. Graphics files furnished to the ENGINEER by the SURVEYOR shall be submitted on a Compact Disk CD, DVD or USB, in a format compatible with the STATE's computer system. The SURVEYOR shall confer with the ENGINEER regarding acceptable media and formats before making submissions. The SURVEYOR shall request and secure a Consultant File Index form provided by the ENGINEER, to be completed by the SURVEYOR, and to be submitted to the ENGINEER along with the graphics files.

6.5. Property descriptions shall be prepared using a computer word processing system capable of producing data files readable using *Microsoft Office Word Version 2007* word processing software.

6.6. Data files furnished to the ENGINEER by the SURVEYOR shall be submitted in ACSII format on a CD, DVD or USB.

6.7. Provide to the ENGINEER electronic copies of all instruments of record acquired pursuant to a work authorization.

**7. GENERAL SPECIFICATIONS:**

For purposes of this Contract, the following general specifications for right-of-way mapping shall apply:

7.1. Completed right-of-way maps shall be submitted to the ENGINEER on single or double matte mylar, 22 inches by 34 inches in size with a 21 inch by 32 inch printed border positioned ½ inch from the top, bottom, and right edge of the sheet. Two copies on 11 inch by 17 inch paper will also be supplied to the ENGINEER.

7.2. Parcel plats shall be submitted to the ENGINEER on 8 ½ inch by 11 inch bond paper with respective borders of 7 ½ inches by 10 inches, positioned ½ inch from the top, bottom, and right edge of the sheet. Match lines shall be used where more than one sheet is required.

7.3. Right-of-way maps shall be drawn to a scale of 1 inch = 50 feet. An appropriate scale other than 1 inch = 50 feet may be used on some proposed right-of-way projects upon prior approval by the ENGINEER.

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7.4. Since right-of-way maps are reduced in size by one-half for archiving purposes, the smallest size lettering acceptable on a right-of-way map shall be 1/10 of one inch (Leroy #100). A right-of-way map which contains any lettering smaller than 1/10 of one inch will not be accepted by the ENGINEER.

7.5. Parcel plats shall be drawn to a preferred scale of 1 inch = 50 feet. An appropriate scale other than 1 inch = 50 feet may be used on some proposed right-of-way projects upon prior approval by the ENGINEER. In the case of a very large parcel which would be difficult to show with clarity on a single 8 ½ inch by 11 inch sheet, the SURVEYOR shall use multiple 8 ½ inch by 11 inch sheets with matching lines.

7.6. The smallest size lettering acceptable on a parcel plat shall be 0.06 of an inch (Leroy #60).

7.7. Property descriptions shall be submitted on 8 ½ inch by 11 inch bond paper.

7.8. The ENGINEER has encountered a number of mylar products which are considered unacceptable. The SURVEYOR shall confer with the ENGINEER regarding mylar products he intends to use which have not been previously used on State projects.

7.9. Zip-A-Tone or other similar stick-on products shall not be used on right-of-way maps or parcel plats.

**8. ADHERENCE TO STANDARDS:**

For purposes of clarity, consistency, and ease of understanding, the COUNTY, as an acquiring agency of private property for public use, has adopted the STATE standards and formats for right-of-way mapping which have proven to facilitate the processes of negotiation, appraisal, relocation assistance, and condemnation. It shall be the responsibility of the SURVEYOR to adhere to these standards and formats to every extent possible to ensure that the needs of the acquiring agency are met.

SAMPLES ATTACHED FC 130:

- PRELIMINARY Right-of-Way Layout / Abstract Map
- Right-of-Way Map, Field Notes, Parcel Sketches and Area Computation Sheets

## ROW MAP CHECKLIST

Consultant: _____
Contract/WA# _____
Responsible Office: _____
Project Manager: _____
County: _____
Highway: _____
RCSJ: _____
CCSJ: _____

As the responsible consultant project manager, I hereby certify that the attached ROW Map has undergone a QA/QC review, with the following applicable items specifically checked for accuracy, completeness and constructability (as noted by Checkmarks)

_____
Signature Date

_____
Printed Name

***(This Checklist must be signed by the RPLS and turned in with all proposed ROW Projects.***

**MAP:**

General

___ All documents have been proofread and are accurate.
___ Title Commitments for each individual parcel.
___ Graphics files compatible with Micro station and Word software are provided.
___ Photos of proposed ROW staking included.
___ Field notes and Parcel Plats are numbered continuous.
___ Scale shall be 1"=50' or 1"=100".

Title Sheet Requirements

___ Title and description of project including county, limits, etc....
___ Vicinity map with beginning and ending station
___ Equations and Exceptions
___ Index
___ Legend
___ Title block completely filled out with Construction and R.O.W. CSJs'
___ List all Major Utilities from Station to Station

Individual Map Sheet Requirements

___ Sheet size 34" X 22"
___ Text legible when reduced to half-scale.
___ Title block completely filled out with R.O.W. CSJ
___ Matchlines
___ Project layout sheet
___ Existing utility lines and easements, deed reference, as shown on Schedule "B" of the Title Commitment, and defined on parcel plats

Existing information:

___ R.O.W. lines
___ Whole property or whole property inset
___ Roadways
___ Survey, county, and city limit lines shown and labeled
___ Improvements shown and labeled *(see below)*
___ Monumentation i.e. P.C., P.T., Break Points
___ North arrow
___ Scale
___ Property lines

___ Property descriptions i.e., lot, block, tract, subdivision, etc…
___ Identify existing and proposed access denial locations *(if applicable)*

Proposed information:
___ #5- 2-ft iron road set monumentation i.e. P.C., P.T., Break Points and 1000' stations at proposed ROW lines and where existing ROW line is the proposed ROW.
___ Survey and R.O.W. lines
___ Basis of bearings
___ Parcel bearings and distances correspond with traverse sheet
___ Outside ties (P.O.C.) corresponds with field notes
___ Point of beginning (P.O.B.) established on proposed R.O.W. line
___ Parcel tied to baseline
___ Baseline information shown i.e. Stationing, bearings, curve data, etc…
___ Conveyance information shown in tables i.e. parcel number, grantors name, amount of take, remainder etc.
___ Math checked on remainder

Improvements:
___ Improvements bisected or within 25' of proposed R.O.W. line are shown on map with stationing and distance from proposed R.O.W. line. Buildings are labeled and dimensioned.
___ Off-premise outdoor advertising signs within proposed R.O.W. are shown and labeled.

Utilities:
___ All utilities within or crossing existing and proposed right of way are shown and labeled as to size, easement or fee width, and recording data of instrument.
___ Location of underground storage tanks and/or filler caps are shown and labeled

FIELD NOTES - Heading
___ County
___ Highway
___ Parcel number
___ R.O.W. CSJ
___ Construction CSJ

General Description or "preamble"
___ Area of parcel to be acquired is shown in acreage (0.000) for rural land and/or square feet (to nearest whole sq. ft.) for urban land or smaller parcels
Parent tract data is shown:
___ Size of parent tract
___ Survey data or lot, block, and subdivision
___ Name of last recorded seller and buyer
___ Date, volume and page or document number of last recorded conveyance
___ Records and county of last recorded conveyance

Beginning Description
___ Point of commencement is on outside tie and is described accurately by bearings and distances as it leads to the point of beginning.
___ Point of beginning is on proposed R.O.W. line

Particular Description
___ Traverse calls are clockwise sequence
___ Bearings and distances correspond exactly with map, parcel sketch, and traverse sheet
___ Bearings are to nearest whole second and distances are to the nearest one-hundredth of a foot
___ Calls are numbered
___ Denial of access shall be described from beginning to end *(if applicable)*

Closing Description
___ Last call leads back to P.O.B.
___ Restates area of parcel

___ Establishes taking in existing road R.O.W. if applicable
___ Legal description is referenced to Plat
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*

**PARCEL SKETCH:**

___ Shows P.O.B. and P.O.C.
___ All data corresponds exactly with Map and Field Notes
___ Sheet size is no larger than 81/2" x 11"
___ Plat closely matches example provided
___ Plat referenced to legal description
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*
___ Existing utility lines and easements (deed reference, if available);

**TRAVERSE SHEET**

___ Computations show area to be acquired in sq. ft. or acres, whichever is applicable
___ Computations show area that is existing road R.O.W. if applicable
___ Traverse calls are in clockwise sequence
___ Error of closure meets the following:

| | |
|---|---|
| Secondary rural | .0003 |
| Primary rural - secondary urban | .0002 |
| Urban or industrial | .00013 |

## FIELD SURVEYING AND PHOTOGRAMMETRY
(Function Code 150)

Services Provided By:
ENGINEER COUNTY

**B. DESIGN AND CONSTRUCTION SURVEYS:**

**1. PURPOSE:**

The purpose of a "design survey" is to provide field information in support of transportation systems design.

The purpose of a "construction survey" is to provide field data in support of highway construction.

**2. DEFINITIONS:**

A "design survey" is defined as the combined performance of research, field work, analysis, computation, and documentation necessary to provide detailed topographic (3-dimensional) mapping of a project site. A design survey may include, but need not be limited to, cross-sections or data to create cross-sections and Digital Terrain Models (DTM), horizontal and vertical location of utilities and improvements, detailing of bridges and other structures, review of right-of-way maps, establishing control points, etc.

A "construction survey" is defined as the combined performance of reconnaissance, field work, analysis, computation, and documentation necessary to provide the horizontal and vertical position of specific ground points to be used by the construction contractor for determining lines and grades.

**3. WORK TO BE PERFORMED:**

3.1. Design Surveys:

In performing design surveys, the following will be requested by the ENGINEER on an as needed basis, but need not be limited to:

___ ___ 3.1.1. Obtain or collect data to create cross-sections and digital terrain models including any missing voids identified by the ENGINEER.

___ ___ 3.1.2. Locate all existing utilities, overhead and underground.
Horizontally – the SURVEYOR shall call the 1-800 number for the utilities to be marked on the ground as well as any city water and sewer lines. He shall tie all visible utility crossings with name, address and Phone #'s of utility companies. The ENGINEER will coordinate with the utility companies and jointly the SURVEYOR and the ENGINEER will identify which utilities were missed and need to be tied down.
Vertically – The ENGINEER shall identify all utilities that are potential conflicts and that need to be tied vertically and coordinate the exposure. The ENGINEER will advise the SURVEYOR in writing of the needed vertical ties and he will provide the required information to the ENGINEER promptly.

___ ___ 3.1.3. Locate topographical features and existing improvements.

___ ___ 3.1.4. Provide details of existing bridge structures. The SURVEYOR shall tie the top of deck and/or top of cap elevations at the Profile Grade Line (PGL) and the edges of slab at bent locations.

___ ___ 3.1.5. Provide details of existing drainage features, such as culverts, manholes, inlets, etc. The SURVEYOR will tie horizontally and vertically all existing storm drain systems that lie within the existing & proposed ROW including the elevation of the outfall of said recovered existing storm drain systems.

___ ___ 3.1.6. Profile and cross section intersecting streets for ties into project (500-ft. beyond the proposed ROW per schematic and 20-ft wider than the existing ROW of intersecting street).

| Services Provided By: ENGINEER | COUNTY | | |
|---|---|---|---|
| ___ | ___ | 3.1.7. | Cross section irrigation crossings for a distance of 20-ft beyond the proposed ROW at 100-ft intervals in a DTM file. Provide a complete description of irrigation appurtances as identified by the engineer sample layout. The SURVEYOR will meet with the ENGINEER before he ties down any irrigation lines. The ENGINEER will provide him the existing Irrigation District Maps and the A&M Data of existing irrigation lines that are identified of record. He will follow the sample given to him by the ENGINEER and tie the structures horizontally and vertically and include in the field books to be submitted. |
| ___ | ___ | 3.1.8. | Cross section and profile all outfall channels identified on the Hydrologic Map for a distance of 200-ft beyond the proposed ROW upstream and downstream at 100-ft intervals. The SURVEYOR will provide a complete 2D/3D File including utilities of the outfalls identified. |
| ___ | ___ | 3.1.9. | Inventory all driveways, commercial entrances, public roads and side streets separately. Obtain centerline station. (Width at ROW, PAV'T and existing radius. Inventory by type (dirt, caliche, gravel or paved). If paved, indicate condition in terms of no patches, has patches or has potholes. Obtain width at R.O.W. line. Obtain elevations at both edges of the driveway or turnout in line with the side drain. |
| ___ | ___ | 3.1.10. | Inventory signs, mailboxes, and large trees within the proposed ROW. |
| ___ | ___ | 3.1.11. | Locate wetlands. |
| ___ | ___ | 3.1.12. | Establish additional control points. |
| ___ | ___ | 3.1.13. | Locate existing right-of-ways. |
| ___ | ___ | 3.1.14. | Review right-of-way maps. |
| ___ | ___ | 3.1.15. | Locate boreholes. |
| ___ | ___ | 3.1.16. | Perform hydrographic surveys. |
| ___ | ___ | 3.1.17. | Update existing control data and prepare survey control data sheets, as required by the Design Manual, signed by a Registered Professional Land Surveyor, for inclusion into a construction plan set. |
| | | 3.2. | Construction Surveys: |
| | | | In performing construction surveys, the following will be requested by the ENGINEER on an as needed basis, but need not be limited to: |
| ___ | ___ | 3.2.1. | Stake existing and/or proposed right-of-ways. |
| ___ | ___ | 3.2.2. | Stake existing and/or proposed baseline/centerline. |
| ___ | ___ | 3.2.3. | Stake proposed bridge structures. |
| ___ | ___ | 3.2.4. | Stake proposed drainage structures, such as manholes, culverts, etc. |
| ___ | ___ | 3.2.5. | Set grade stakes. |
| ___ | ___ | 3.2.6. | Recover and check existing control points. |
| ___ | ___ | 3.2.7. | Establish additional control points. |
| ___ | ___ | 3.2.8. | Check elevations and locations of structures. |
| ___ | ___ | 3.2.9. | Determine and resolve conflicts associated with survey data. |

**4. DELIVERABLES:**

The deliverables to be specified in individual work authorizations for design surveys and construction surveys may be any combination of the following:

| | | | |
|---|---|---|---|
| ___ | ___ | 4.1. | Digital Terrain Models (DTM) in a format acceptable by the ENGINEER. |
| ___ | ___ | 4.2. | Final H&V Field Book Binder with all pertinent information obtained in the field for Design Surveys. Maps, plans, or sketches prepared by the SURVEYOR showing the results of field surveys. |

4.3. Computer printouts or other tabulations summarizing the results of field surveys.

4.4. Digital files or media acceptable by the ENGINEER containing field survey data.

4.5. Maps, plats, plans, sketches, or other documents acquired from utility companies, private corporations, or other public agencies, the contents of which are relevant to the survey.

4.6. Field survey notes, as electronic and/or hard copies.

4.7. An 8 ½ inch by 11 inch survey control data sheet for each construction control point which shall include, but need not be limited to, a location sketch, a physical description of the point including a minimum of two reference ties, surface coordinates, a surface adjustment factor, elevation, and the horizontal and vertical datums used. Survey control data sheets shall be signed and sealed by the supervising Registered Professional Land Surveyor.

4.8. Final mylar set of 11 inch by 17 inch Survey Control data sheets sign and seal by the RPLS per TxDOT guidelines.

4.9. A digital and/or hard copy of all computer printouts of horizontal and vertical conventional traverses, GPS analysis and results, data including property descriptions with field notes and plats, right-of-way maps, and survey control data sheets to include in the H&V Field Book Binder.

4.10. Survey reports in a format requested by the ENGINEER.

4.11. Items indicated under the Automation Requirements Section 6.

## 5. GENERAL REQUIREMENTS:

5.1. Design surveys and construction surveys shall be performed under the supervision of a Registered Professional Land Surveyor currently registered with the Texas Board of Professional Land Surveying.

5.2. Horizontal ground control used for design surveys and construction surveys, furnished to the SURVEYOR by the ENGINEER or based on acceptable methods conducted by the SURVEYOR, shall meet the standards of accuracy required by the STATE.
Reference may be made to standards of accuracy for horizontal control traverses, as described in the FGCS Standards and Specifications for Geodetic Control Networks, latest edition, the TxDOT Survey Manual, latest edition, the TxDOT GPS Manual of Practice, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

5.3. Vertical ground control used for design surveys and construction surveys, furnished to the SURVEYOR by the ENGINEER or based on acceptable methods conducted by the SURVEYOR, shall meet the standards of accuracy required by the ENGINEER.
Reference may be made to standards of accuracy for vertical control traverses, as described in the FGCS Standards and Specifications for Geodetic Control Networks, latest edition, the TxDOT Survey Manual, latest edition, the TxDOT GPS Manual of Practice, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

5.4. Side shots or short traverse procedures used to determine horizontal and vertical locations shall meet the following criteria:

5.4.1. Side shots or short traverses shall begin and end on horizontal and vertical ground control as described above.

5.4.2. Standards, procedures, and equipment used shall be such that horizontal locations relative to the control may be reported within the following limits:

a. Bridges and other roadway structures: less than 0.1 of one foot.
b. Utilities and improvements: less than 0.2 of one foot.
c. Cross-sections and profiles: less than 1 foot.
d. Bore holes: less than 3 feet.

5.4.3. Standards, procedures, and equipment used shall be such that vertical locations relative to the control may be reported within the following limits:

a. Bridges and other roadway structures: less than 0.02 of one foot.
b. Utilities and improvements: less than 0.1 of one foot.
c. Cross-sections and profiles: less than 0.2 of one foot.
d. Bore holes: less than 0.5 of one foot.

## 6. AUTOMATION REQUIREMENTS:

6.1. Planimetric design files (DGN) shall be fully compatible with the State's *Micro Station V8* graphics program without further modification or conversion.

6.2. Electronically collected and processed field survey data files shall be fully compatible with the State's *CADD* systems without further modification or conversion. All files shall incorporate only those feature codes currently being used by the STATE.

6.3. Digital Terrain Models (DTM) shall be fully compatible with the STATE's GEOPAK system without further modification or conversion. All DTM files shall be fully edited and rectified to provide a complete digital terrain model with all necessary break lines.

## ADDITIONAL RESPONSIBILITIES

**A. TRAFFIC CONTROL:**

The SURVEYOR shall control traffic in and near surveying operations adequately to comply with provisions of the latest edition of the TxDOT Manual on Uniform Traffic Control Devices – Part VI and the latest edition of the Occupational Safety Manual both of which can be found on the TxDOT internet site.

In the event field crew personnel must divert traffic or close traveled lanes, a Traffic Control Plan based upon principles outlined in the latest edition of the TxDOT Manual on Uniform Traffic Control Devices – Part VI shall be prepared by the SURVEYOR and approved by the ENGINEER prior to commencement of field work. A copy of the approved plan shall be in the possession of field crew personnel on the job site at all times and shall be made available to the ENGINEER for inspection upon request.

**B. INVOICING:**

Payment requests shall include a SURVEYOR's invoice. With each payment request, the SURVEYOR shall submit a project status report which will, as a minimum, include the percentage of total work complete as of the date of the payment request and a description of current work activity. The percentage of total work complete shall not be based simply on the percentage of funds expended, but shall be based on the best judgment of the SURVEYOR as to the percentage of actual work complete.

**C. EASEMENTS, LETTERS OF PERMISSION, ETC.**

The SURVEYOR shall be responsible for delineating easements. The SURVEYOR will be responsible for securing the necessary legal instruments and obtaining all Right-of-Entries (ROEs).

**D. MEETINGS:**

The ENGINEER shall setup the necessary meetings with the SURVEYOR in order to assure all field information is provided on-time and products are delivered in accordance with TxDOT's specifications. SURVEYOR must attend all meetings involving data provided if requested by ENGINEER.

**E. PROJECT MANAGER/SURVEYOR COMMUNICATION:**

The SURVEYOR shall designate one Texas Registered Professional Land Surveyor (RPLS) to be responsible throughout the project for project surveying coordination and all communications, including billing, with the ENGINEER.

**F. OFFICE LOCATION:**

The SURVEYOR will perform the services to be provided under this agreement out of a local office and have a crew available to perform requested tasks within 24 hours of request. The coordinating SURVEYOR's Project Manager (RPLS) shall be accessible at all times and working from the local office.

## ROADWAY DESIGN CONTROLS
(Function Code 160)

| Services Provided By: ENGINEER | COUNTY |
|---|---|

1. Geometric Design
   a. Horizontal and Vertical Alignment
   b. Schematic Layout
      (1) The location of interchanges, main lanes, grade separations, frontage roads and ramps.
      (2) Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking.
      (3) For freeways, show the location and text of the proposed main lane guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown.
      (4) A complete explanation of the sequence and methods of stage construction, if proposed, including the initial and ultimate proposed treatment of crossovers and ramps.
      (5) The tentative ROW limits.
         (a) Provide a roadway Design System (RDS) or (GEOPAK) computer tape of the preliminary earthwork to verify ROW requirements.
         (b) Provide a graphics file containing the approved schematic.
      (6) The geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, and cross roads.
      (7) The current and projected traffic volumes as provided by the TxDOT (20 year traffic projection, unless otherwise determined by the District Engineer).
      (8) The control of access lines if Interstate or designated under House Bill 179.
      (9) Direction of traffic flow on all roadways.
      (10) Location and width of median openings for highway without access control.
      (11) The geometric of speed change (acceleration, deceleration, climbing) lanes.

2. General Guidelines for Project Development
   a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. An uncontrolled aerial mosaic will be provided for this use. Four copies of the schematic layout shall be submitted through the district to the Design Division for approval and subsequent coordination with the Federal Highway Administration (FHWA) where applicable. The layout shall be submitted for two-lane arterial highway projects on new locations and for all multi-lane highway projects. **No geometric design is to be performed until the COUNTY has given the engineer written approval of the preliminary schematic layout.**
   b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the STATE.
   c. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above in the checklist for schematic layout.
   d. Handling of traffic during construction shall be a consideration in the development of preliminary designs.

Services Provided By:
ENGINEER COUNTY

2. General Guidelines for Project Development *(continued)*
   e. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing prior to final development of the project. If there are any changes to the schematic after the Design Division and FHWA approval and before the public hearing, four copies of the revised schematic, as displayed at the hearing, shall be submitted either prior to or accompanying the public hearing data. If there are no changes in the schematic as displayed at the hearing, only photographs of the schematic and other displays shall be submitted with the public hearing data.
   f. For all freeway construction projects, these schematics shall show the location and text of the proposed main lane guide signs. A schematic layout shall be submitted through the district to the Traffic Operations Division, Traffic Safety Section for approval and subsequent coordination with the FHWA. All signing shall be in conformance with the Texas MUTCD.
   g. On complex projects, informal contact through the district with the Design Division and FHWA personnel is encouraged with regard to development of preliminary design prior to official schematic submission.
   h. The engineer shall furnish a project tape that is compatible with the STATE's computer system, a project listing, and a cross section plot showing the original design sections containing the earthwork input and original cross sections for the project. **Accuracy of the earthwork design is of utmost importance since it is the basis for contractor payments and construction staking.**

3. Exhibit for Airway/Highway Clearance Permits

4. Grading Design
   a. Refine the horizontal and vertical alignment of main lanes, frontage roads, ramps, cross roads and direct connectors based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate super elevation rate.
   b. Typical Sections
   c. Design Cross Sections
   d. Determine Cut and Fill Quantities
   e. Slope Stability Analysis
   f. Embankment Foundation Stability Analysis
   g. Embankment Settlement Analysis

5. Pavement Design
   a. Prior to initiating detailed plan preparations for a project, a preliminary investigation shall be made to determine the approximate section and pavement type to be used for the pavement structure. The Flexible Pavement Design Manual for flexible pavement, "Appendix F" of the Design Division, Operations and Procedures Manual, and the current AASHTO Guide for the Design of Pavement Structures, may be used for this purpose.
   b. The typical section shall also reflect proposed geometric including pavement cross slopes, lane and shoulder widths, and slope rates whenever this data have not been previously shown on a schematic submission.
   c. Embankment and Subgrade
      (1) Soil Core Holes (Show cost estimate with Function Code 110)
         (a) Along center line
         (b) Along center line of each roadway
         The location and minimum number of soil core holes required for this project are as follows: (To be determined when schematic is being completed)

| Services Provided By: ENGINEER | COUNTY |
|---|---|
| ___ | ___ |
| ___ | ___ |
| ___ | ___ |
| ___ | ___ |
| ___ | ___ |
| ___ | ___ |
| ___ | ___ |
| ___ | ___ |

5. Pavement Design *(continued)*
   c. Embankment and Subgrade *(continued)*
      (2) Identify,interpret and summarize geologic features that affect engineering design (PI, Sulfate content, % of lime)
   d. Traffic Data for Pavement Design by STATE
   e. Basic Design Criteria
   f. Life Cycle Cost Analysis(es)
   g. Cost Data
   h. Pavement Material Properties
   i. Rehabilitation Investigations
      (1) Core Hole Survey (Show cost estimate with Function Code 110)
         (a) Determine type and depth of existing material, pavement, etc. The Engineer will determine whether to salvage ACP and FLEXBASE as well as their properties and provide this information to TxDOT.

## DRAINAGE
(Function Code 161)

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| | | All hydraulic design shall be in accordance with the TxDOT's Hydraulic Manual, except where variances are permitted in writing by the COUNTY. |
| | | 1. Hydrologic Studies, Discharges |
| ___ | ___ | a. Drainage area maps showing existing conditions and proposed improvements. |
| ___ | ___ | b. Hydrologic data/discharge determination |
| | | 2. Hydraulic Drainage Study and Documentation |
| | | a. Hydraulic computations |
| ___ | ___ | (1) Storm water detention available within the ROW (linear ft. along side drain ditch). |
| ___ | ___ | (2) Storm water detention required outside the ROW (as per HCDD#1) |
| ___ | ___ | (3) Culverts |
| ___ | ___ | (4) Bridge waterways |
| ___ | ___ | (5) Channels |
| ___ | ___ | (6) Storm sewers/inlets |
| ___ | ___ | (7) Pump stations |
| ___ | ___ | (8) Storm Water Management facilities |
| ___ | ___ | (9) Other |
| | | (a) Irrigation Canals/Siphons |
| ___ | ___ | b. Hydraulic report(s) |
| ___ | ___ | c. Federal Emergency Management Agency (FEMA) floodway requirements |
| ___ | ___ | d. Determine impact of proposed drainage plan on the following receiving stream(s) |
| | | (1) Hidalgo County Drainage District Outfalls |
| | | (2) All Irrigation District Outfalls impacted |
| | | 3. Layout, Structural Design and Detailing of Drainage Features |
| | | a. Culverts |
| ___ | ___ | (1) New culverts |
| ___ | ___ | (2) Culvert widening and/or lengthening |
| ___ | ___ | (3) Culvert replacements |
| | | b. Storm sewers |
| ___ | ___ | (1) New storm sewers |
| ___ | ___ | (2) Modify existing storm sewers |
| ___ | ___ | (3) Inlets |
| ___ | ___ | (4) Manholes |
| ___ | ___ | (5) Trunk lines |
| ___ | ___ | c. Pump stations |
| ___ | ___ | d. Subsurface drainage at retaining walls |
| ___ | ___ | e. Outfall channel(s) within the ROW |
| ___ | ___ | f. Outfall channel(s) outside the ROW |
| ___ | ___ | g. Detention Pond(s) within the ROW |
| ___ | ___ | h. Detention Pond(s) outside the ROW |
| ___ | ___ | i. Summary of Quantities |
| ___ | ___ | j. Storm Water Management facilities |
| ___ | ___ | 4. Storm Water Pollution Prevention Plan (SW3P) |
| ___ | ___ | 5. Scour Evaluation - Waterway Structures only (to be completed by Bridge Engineer under FC 170. |

## SIGNING, MARKINGS AND SIGNALIZATION
(Function Code 162)

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| ___ | ___ | 1. Signing and Markings Layout<br>a. Requirements (Separate Layout)<br>(1) Roadway layout<br>(2) Center line with station numbering<br>(3) ROW lines<br>(4) Culverts and other structures that present a hazard to traffic<br>(5) Location of utilities, if not shown on plan and profile<br>(6) Existing signs to remain, to be removed, to be relocated<br>(7) Proposed signs (illustrated and numbered)<br>(8) Existing overhead sign bridges to remain, to be revised, removed or relocated<br>(9) Proposed overhead sign bridges indicating location by plan layout (electrical details need not be shown on this layout)<br>(10) Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation<br>(12) Quantities of existing pavement markings to be removed<br>(13) Proposed delineators and object markers<br><br>b. For projects involving freeway to freeway or other types of directional interchanges, projects including left-hand ramps or connections, the following information must be provided:<br>(1) The location of interchanges, main lanes, grade separations, frontage roads and ramps<br>(2) complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps<br>(3) The number of lanes in each section of proposed highway and the location of changes in numbers of lanes<br>(4) The projected traffic volumes as provided by the STATE (20 year traffic projection, unless otherwise determined by the District Engineer)<br>(5) Tentative ROW limits<br>(6) Direction of traffic flow on all roadways<br>(7) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations |
| ___ | ___ | 2. Summary of Small Signs Tabulation |
| ___ | ___ | 3. Summary of Large Signs Tabulation including all Guide Signs |
| ___ | ___ | 4. Sign Detail Sheets<br>a. All signs except route markers<br>b. Design details for large guide signs<br>c. Dimensions of letters, shields, borders, corner radii etc.<br>d. Designation of shields attached to guide signs<br>e. Designation of arrow used on exit direction signs |

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| | | 5. Traffic Signals |
| | | a. Development of Justification (Warrant) Data |
| ___ | ___ | (1) Location Map<br>Relationship of proposed installation to other traffic signals, highways, business areas and traffic generators |
| ___ | ___ | (2) Photographs as appropriate |
| ___ | ___ | (3) Accident data as appropriate |
| ___ | ___ | (4) Vehicle volumes (provided by TxDOT) |
| ___ | ___ | (a) Existing |
| ___ | ___ | (b) Estimated |
| ___ | ___ | (c) Projected |
| ___ | ___ | (d) Pedestrian |
| ___ | ___ | (5) Traffic Survey - Count Analysis |
| ___ | ___ | (6) Recommendation based on above data |
| | | b. Layout |
| ___ | ___ | (1) Title Sheet (when applicable) |
| | | (a) Describe the location |
| | | (b) Type of installation |
| | | (c) Area map with project limits for each location |
| | | (d) Index of sheets |
| | | (e) Space for official signatures |
| | | (2) Estimate and quantity sheet (when applicable) |
| | | (a) List of all bid items |
| | | (b) Bid item quantities |
| | | (c) Specification item number |
| | | (d) Paid item description and unit of measure |
| | | (3) Basis of estimate sheet (list of materials) |
| | | (4) General notes and specification data sheet |
| | | (5) Condition diagram |
| | | (a) Highway and intersection design features |
| | | (b) Roadside development |
| | | (c) Traffic control including illumination |
| | | (6) Plan sheet(s) |
| | | (a) Existing traffic control that will remain (signs and markings) |
| | | (b) Existing utilities |
| | | (c) Proposed highway improvements |
| | | (d) Proposed installation |
| | | (e) Proposed additional traffic controls |
| | | (f) When applicable, proposed conduit for Railroad interconnect with standard details for runs under tracks. |
| | | (g) Proposed illumination attached to signal poles. |
| | | (7) Notes for plan layout |
| | | (8) Elevation sheet(s) (span wire design) |
| | | (9) Phase sequence diagram(s) |
| | | (a) Signal locations |
| | | (b) Signal indications |
| | | (c) Phase diagram |
| | | (d) Signal sequence table |
| | | (e) Flashing operation (normal and emergency) |
| | | (f) Preemption operation (when applicable) |
| | | (g) Interval timing, cycle length and offset |

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| | | 5. Traffic Signals *(continued)* |
| ___ | ___ | b. Layout *(continued)* |
| | | (10) Construction detail sheets(s) |
| | | (a) Poles (TxDOT standard sheets) |
| | | (b) Detectors |
| | | (c) Pull Box and conduit layout |
| | | (d) Controller Foundation standard sheet |
| | | (11) Marking details (when applicable) |
| | | (12) Barricade and warning sign standard sheet and any special details for work zone traffic control for special conditions |
| | | (13) Aerial or underground interconnect details (when applicable) |
| | | c. General Requirements |
| | | (1) Contact local utility company |
| ___ | ___ | (a) Confirm power source |
| ___ | ___ | (b) Discuss route of aerial or underground interconnect cable (when applicable) |
| ___ | ___ | (c) Adjustment of overhead utility lines |
| ___ | ___ | (2) Prepare governing specifications and special provisions list |
| ___ | ___ | (3) Prepare project estimate |
| ___ | ___ | d. Summary of Quantities |

## MISCELLANEOUS (ROADWAY)

(Function Code 163)

| Services Provided By: ENGINEER | COUNTY |
|---|---|

1. Retaining Walls
   a. Structural Details
      (1) Cast-in-Place Cantilever at _____ locations. (TxDOT Standard Retaining Wall)*
      (2) Tiedback Retaining Wall at _____ location. (TxDOT standard retaining wall)
      (3) Specialized Retaining Wall at _____ locations (Unique Design).*
   b. Alternate Patented Retaining Walls at all locations. (Layouts Only)**
      (1) Mechanically Stabilized Earth
      (2) Concrete Block Wall Systems
   c. Retaining Wall Layout (PLAN)
      (1) Designation of reference line
      (2) Beginning and ending retaining wall stations
      (3) Station of each retaining wall joint***
      (4) Offset from reference line
      (5) Horizontal curve data
      (6) Number of retaining wall panels and lengths***
      (7) Total length of wall
      (8) Indicate face of wall
      (9) All wall dimensions and alignment relations (alignment data as necessary)
      (10) Soil core hole locations
   d. Retaining Wall Layout (ELEVATION)
      (1) Top of wall elevations at each joint or intervals***
      (2) Existing and finished ground line elevations
      (3) Height of stem at each joint***
      (4) Wall panel designations***
      (5) Top of footing elevations***
      (6) Limits of measurement for payment****
      (7) Type, limits and anchorage details of railing (If applicable)
      (8) Top and bottom of wall profiles and soil core hole data plotted at correct station and elevation. The plot shall be at the same scale as the wall profile. Ground water elevations and the observation date shall be shown.
   e. Foundation Studies (Show cost estimate with Function Code 110)
      (1) The soil core holes shall be obtained at approximately 200 foot intervals along retaining wall alignments. The core holes shall extend 25 feet below the footing elevation.
   f. Stability Analysis (the ENGINEER shall estimate this task as part of his bid to complete the work).
   g. Estimate
   h. Summary of Quantities
   i. Typical X-section.
   j. General Guidelines for Retaining Walls
      (1) The ENGINEER shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. **The designer and checker shall check all calculations and initial each page.**
      (2) The ground water level should be observed at the water strike.
      (3) For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.
      (4) Foundation exploration shall conform to the requirements set forth in Administrative Circular No. 25-84, Administrative Circular 33-87 and Administrative Circular No. 25-92.

Services Provided By:
ENGINEER COUNTY

2. Traffic Control Plan, Detours and Sequence of Construction
Traffic Control Plans (TCP) are required for all projects. A detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the Texas MUTCD or the current Barricade and Construction (BC) Standards. The following items are required on all Traffic Control Plan Layouts:
   a. The sequence of construction and method of handling traffic during each phase.
   b. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc.
   c. The proposed traffic control devices (stop signs, signals, flag person, etc.) at grade intersections during each construction sequence.
   d. Where detours are provided, typical cross sections shall be shown.
   e. Road construction work hours shall be developed after an investigation of the traffic volumes has been performed.

3. Illumination
   a. Preliminary Roadway Illumination Layout and Circuit Layout
      (1) For projects involving freeway to freeway or other types of directional interchanges and projects including left-hand ramps or connections, provide the following:
         (a) The location of interchanges, main lanes, grade separations, frontage roads and ramps
         (b) A complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps
         (c) The number of lanes in each section of proposed highway and the location of changes in the number of lanes
         (d) The projected traffic volumes as provided by the STATE (20 year traffic projection unless otherwise determined by the district engineer)
         (e) Tentative ROW limits
         (f) Direction of traffic flow on all roadways
         (g) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations
   b. Final Roadway Illumination and Electrical Circuit Layouts
      (1) Roadway layout showing pavement edges, shoulders, curbs, retaining walls, etc.
      (2) Center line with station numbering.
      (3) ROW lines.
      (4) Symbol legend. Use department standard symbols for lighting and electrical.
      (5) Culverts and other structures that present a hazard to traffic.
      (6) Location of underground utilities, if not shown on plan profile.
      (7) Location of overhead electrical lines, both crossing and parallel to ROW.
      (8) Existing sign lighting circuits and roadway illumination to remain, to be removed, to be relocated.
      (9) Existing service poles, electrical circuits, ground boxes, etc.
      (10) Contact electric utility for service pole locations, voltage characteristics.
      (11) Location of proposed sign lighting circuits and roadway illumination.
      (12) Proposed electrical circuits.
      (13) Tabulation of all quantities including proposed, existing to be relocated, existing to be removed. The layout sheet quantities and lighting summary shall be shown. Tabulations to include estimated quantity with a column for final quantities.

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| | | 3. Illumination *(continued)* |
| ___ | ___ | c. General Guidelines for Illumination (If applicable)<br>The ENGINEER shall submit to the COUNTY, well in advance of PS&E due date, the roadway illumination and electrical circuit layout sheets for review by the STATE. Two copies of the layout sheets are to be submitted. One copy will be returned to the Engineer showing corrections that are to be made by the ENGINEER. When final plan submission is made, the ENGINEER shall provide a written statement regarding completion of the corrections. |
| | | 4. Miscellaneous Drafting/Standards |
| ___ | ___ | a. Erosion Control |
| ___ | ___ | b. Landscape Development |
| ___ | ___ | 5. Compute and Tabulate Quantities |
| ___ | ___ | 6. Special Utility Details (Irrigation lines) |
| | | 7. Miscellaneous Structures |
| | | a. Type of Structure* |
| | | (1) Overhead Sign Bridges (O.S.B.)<br>Modifications or special O.S.B. designs shall be prepared using the same design assumptions that are used for the standard O.S.B structures. |
| ___ | ___ | (a) New O.S.B. structure(s) |
| ___ | ___ | (b) Structural evaluation of existing O.S.B. structure(s) that are to remain in place or to be relocated. |
| ___ | ___ | (2) High Mast Illumination Poles (HMIP) |
| ___ | ___ | (3) Traffic Signal Supports |
| ___ | ___ | (4) Conventional Illumination Poles |
| ___ | ___ | (5) Sound Barrier Walls |
| ___ | ___ | b. Checklist for Layouts |
| | | (1) Reference appropriate O.S.B. standard |
| | | (2) Drilled shaft size and length |
| | | (3) Soil strength used for design {indicate basis and boring(s) used} |
| | | (4) Design height |
| | | (5) Tower heights |
| | | (6) Leg spacings |
| | | (7) Design wind speed |
| ___ | ___ | c. Foundation Studies (Show cost estimate with Function Code 110)<br>The soils exploration requirements for miscellaneous structures on this project are as follows: (To be provided by the Engineer on an as-needed basis) |
| | | 8. Agreements |
| ___ | ___ | a. Utility Agreements |
| ___ | ___ | b. Exhibits for Utility Agreements |
| ___ | ___ | c. Railroad Agreements |
| | | d. Railroad Exhibits |
| ___ | ___ | (1) Railroad Underpasses |
| ___ | ___ | (2) Railroad Overpasses |
| ___ | ___ | (3) Railroad Grade Crossing (Replanking) |
| ___ | ___ | (4) Railroad Grade Crossing Warning Systems (Signals) |
| ___ | ___ | (5) Other Miscellaneous Sketches for Railroads |
| ___ | ___ | e. Traffic Signal Agreements |
| ___ | ___ | f. Exhibits for Traffic Signal Agreements |
| ___ | ___ | 9. Estimate |
| ___ | ___ | 10. Specifications and General Notes |

# BRIDGE DESIGN
(Function Code 170)

| Services Provided By: ENGINEER | COUNTY | | NUMBER REQUIRED |
|---|---|---|---|
| | | 1. Preparation of Structural Details | |
| | | a. New Structure(s) | |
| ___ | ___ | (1) Underpass(es) | |
| ___ | ___ | (2) Overpass(es) | |
| ___ | ___ | (3) Main Lanes | ___ |
| ___ | ___ | (4) Direct Connector(s) | ___ |
| ___ | ___ | (5) Ramp Bridge(s) | ___ |
| ___ | ___ | (6) Waterway Structure(s)** | ___ |
| ___ | ___ | (7) Pedestrian Structure(s) | ___ |
| ___ | ___ | (8) Utility Structure(s) | ___ |
| ___ | ___ | (9) Railroad Underpass(es) | ___ |
| ___ | ___ | (10) Railroad Overpass(es) | ___ |
| ___ | ___ | (11) Bridge Classification Culvert(s)** | ___ |
| ___ | ___ | (11) Alternate Structural Designs | ___ |
| ___ | ___ | (12) Alternate Foundation Design | ___ |
| | | Total New Structures = | |
| | | b. Existing Structure(s) | ___ |
| ___ | ___ | (1) Bridge Widening, Rehabilitation and/or Modification of Existing Structure(s) | |
| ___ | ___ | (2) Bridge Replacement | ___ |
| ___ | ___ | (3) Raising Bridge Elevation | ___ |
| ___ | ___ | (4) Bridge Classification Culvert(s) Widening and/or Modification of Existing Structures(s) | ___ |
| ___ | ___ | (5) Railroad Overpass(es) | ___ |
| ___ | ___ | (6) Railroad Underpass(es) | ___ |
| | | Total Existing Structures = | ___ |

* Countour plots of bridge gores are required for projects involving ramps within the main bridge in order to ensure project transition. The Template data and vertical alignment necessary to generate the contour plots are also required.

** In the early stages of a project, it sometimes cannot be determined whether a Waterway Bridge Structure or a Bridge Classification Culvert (20' minimum length) will be required. Therefore, the ENGINEER should be aware that either of these two types of bridges may be reclassified later in the project for the other type when more information is known that would dictate a change in structure classification.

Services Provided By:
ENGINEER COUNTY

2. Preparation of Bridge Layouts (each bridge)
   a. Bridge Layouts (PLAN)
      (1) Horizontal curve information or bearing of centerline.
      (2) Including horizontal, vertical, and template information of all roadways or railroads crossed.
      (3) Bearing of center line or reference line.
      (4) Skew angle(s).
      (5) Slope for header banks and approach fills.
      (6) Control stations at beginning and ending of bridge (with deck elevation), intersections, etc.
      (7) Approach pavement and crown width.
      (8) Bridge roadway width and curbs, face of rail, shoulders, or sidewalks.
      (9) Approach slab and curb returns.
      (10) Limits and type of riprap.
      (11) Proposed features under structure.
      (12) Location of profile grade line.
      (13) North arrow.
      (14) Typical bridge roadway section including preliminary proposed beam types and spacings.
      (15) Cross slope and super elevation data.
      (16) Minimum horizontal clearances when applicable.
         (a) Dimensions to features that control clearances. (Calculate and indicate points of minimum vertical and horizontal clearances.
      (17) Location of soil core holes (station and offset), shown on layout.
      (18) Bent stations and bearings.
      (19) Retaining wall locations.
      (20) Traffic flow directional arrows.
      (21) Railing types shown.
      (22) Joint types and seal size, if used.
      (23) Beam line numbers consistent with span details.
      (24) Critical horizontal clearances (location of railroad tracks, nearby structures and utilities).
      (25) Bearings of utilities.

   b. Bridge Layouts (ELEVATION)
      (1) Type of foundation.
      (2) Finished grade elevations at beginning and end of bridge.
      (3) Overall length of structure.
      (4) Length, type of spans and units.
      (5) Type of railing.
      (6) Minimum calculated vertical clearance(s).
      (7) Existing and proposed ground lines clearly marked.
      (8) Grid elevations and stations.
      (9) Bent numbers encircled.
      (10) Stationing of bridge compatible with grid stations.
      (11) Standard title.
      (12) Profile grade data.
      (13) Type of riprap.
      (14) Soil Core Hole information with penetrometer test data shall be shown on the bridge layout at correct station, elevation and scale.
      (15) Fixed/expansion condition of all bents.
      (16) Column "H" heights.
      (17) Number, size and length of foundations.

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| ___ | ___ | 2. Preparation of Bridge Layouts (each bridge) *(continued)* |
| | | c. Additional layout requirements for waterway structures and bridge classification culverts. |
| | | (1) Design and 100-year peak discharges. |
| | | (2) Design and 100-year high water (HW) (Recorded HW and date if available) |
| | | (3) Natural and through-bridge velocities for design and 100-year floods. |
| | | (4) Calculated backwater for design and 100-year floods. |
| | | (5) Direction of flow for waterway crossings. |
| | | (6) Contours for water crossing. |
| ___ | ___ | 3. Bridge Classification Culvert, Estimate, Quantities, and Specifications (each bridge) |
| ___ | ___ | 4. Foundation Studies (Show cost estimate with Function Code 110) |
| | | The minimum number of soil core holes shall be obtained in accordance with Section 1-301 of the Bridges and Structures Foundation Exploration and Design Manual. Soil core holes shall be obtained at approximately (300 foot) intervals along bridge alignments. Texas cone penetrometer (TCP) tests shall be conducted in all soil types encountered at a maximum of (10 foot) intervals. If single column bents with single drilled shafts are planned, TCP values should be taken at close intervals in the upper (15 feet). |
| ___ | ___ | 5. Bridge Total Quantities and Cost Estimates (each bridge) |
| ___ | ___ | 6. Bridge Special Provisions and Specifications (each bridge) |
| ___ | ___ | 7. Bearing seat elevations for each beam or girder. Top of cap elevations for non-beam type structures. |
| ___ | ___ | 8. General Guidelines for Bridge Design |
| | | a. The ENGINEER shall prepare a bridge layout of each bridge structure for Company's review and approval. The bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures, Detailing Manual. Soil core hole data is not required for submission of the preliminary bridge layout. **No bridge design work is to be performed until the COUNTY has given the engineer written approval of the preliminary bridge layout.** |
| | | Several months may be required, after the preliminary bridge layout is submitted, for the district to obtain approval and/or permits from the following: |
| | | • TxDOT Design Division, when applicable:<br>- Railroad Companies<br>- FHWA<br>- U.S. Army Corps of Engineers<br>- U.S. Coast Guard<br>- Bureau of Reclamation<br>- Texas Parks and Wildlife<br>- Others |
| | | Therefore, the bridge layout should be submitted at the earliest possible date and the ENGINEER's design schedule should reflect this. |
| | | b. All bridge superstructure and substructure design will be reviewed by the Design Division for purposes of verifying structural integrity and optimization of design. |
| | | c. The final bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures Detailing Manual. |

Services
Provided By:
ENGINEER COUNTY

8. General Guidelines for Bridge Design *(continued)*

d. The ENGINEER shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. All bridge design shall be in conformance with the Texas Department of Transportation Bridges and Structures Operation and Planning Manual, the current American Association of State Highway and Transportation Officials or American Railway Engineers Association Specifications for railway structures, Standard Specifications for Highway Bridges, including applicable interim specifications, and the Bridges and Structures, Foundation Exploration and Design Manual. The ENGINEER shall furnish design calculations to the Design Division. **The designer and checker shall check all calculations and initial each page.**

e. Structural steel or prestressed concrete shop drawings, form work drawings and false work drawings are not part of the design requirements. However, contract plans shall be in sufficient detail to permit the preparation of complete shop details for fabrication and erection.

f. Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a metric scale of 1:20 (1/2 inch equals one foot architect scale) or 1:50 (1/4 inch equals one foot architect scale) to provide clear legible drawings when the drawings are reduced. Lettering shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).

g. Standard drawings for beams, diaframs, railings, armor joints, riprap, etc., shall be furnished to the ENGINEER upon request. These standards shall not be redrawn by the ENGINEER nor shall his title block be transferred to the standard drawings. Modifications to the standards, if necessary, shall be clearly identified and designated by "MOD" in the standard title. Specific special drawings prepared by the ENGINEER shall not be identified as standards.

h. Bridge layout sheets shall have the same vertical and horizontal scale. Usually a metric scale of 1:100 (1 inch = 10 feet) or 1:200 (1 inch = 20 feet) is used. Sections of existing and proposed structures usually have a metric scale of 1:50 (1 inch = 5 feet). Soil core holes shall be positioned and labeled on the bridge layout plan view. The core hole data shall be plotted at the correct station, at the same vertical scale, and at the proper elevation unless otherwise approved by the Design Division.

i. APPENDIX C, "GENERAL PLAN CHECKLIST", on pages C-1 thru C-5, more specifically relates various sheet types, details, summaries, standards, etc.

j. For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.

k. Geometry and structural design errors found after acceptance of bridge plans shall be promptly corrected by the consultant at no cost to the Company.

**CONSTRUCTION PHASE SERVICES**
(Function Code 320)

Services Provided By:
ENGINEER COUNTY

___ ___ **CONSTRUCTION MANAGEMENT SERVICES:**

The ENGINEER will provide engineering, geotechnical testing and support services for and during the construction of the Project or portions of the Project approved by the COUNTY. Specific (basic and special) services for CONSTRUCTION MANAGEMENT AND SUPPORT by the ENGINEER will include the following:

**Construction Bidding:**

1) The ENGINEER will furnish the COUNTY the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.

2) The ENGINEER will assist the COUNTY on the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of formal contract documents for the award of each construction contract.

**Construction Contract Administration and Inspection:**

3) In general, the ENGINEER will provide the management and engineering support/data required for consultation and advisement to the COUNTY and act as the COUNTY's representative as provided in the General Condition of the Construction Contract.

4) The ENGINEER will coordinate and conduct a pre-construction conference (if required).

5) Defects and Deficiencies. The ENGINEER will use his best efforts to protect the COUNTY against defects and deficiencies in the work of the Contractor. The ENGINEER will promptly notify the COUNTY of any such defect or deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.

6) Contractor Payment. The ENGINEER will review quantities as submitted by the Contractor and will coordinate with the COUNTY for the preparation of the monthly and final estimates for payment to the Contractor.

7) The ENGINEER will provide Project site inspection of the authorized construction contract as follows:

   a) Project Engineer. The ENGINEER will provide visits by the Project Engineer or a competent representative of the ENGINEER to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction contract plans and specifications.

   b) Resident Engineer and/or Construction Inspector(s). The ENGINEER will furnish the services of a Resident Engineer and/or Construction Inspector(s) for on the site inspection construction to monitor/inspect the Contractor's daily progress and conformance to TxDOT's PS&E specifications.

**Miscellaneous Technical Activities:**

8) Shop Drawings. The ENGINEER will review and check all shop or working drawings furnished by the Contractor.

9) Control of Materials & Equipment. The ENGINEER will provide inspection of all materials and equipment furnished/used by the Contractor as follows:

   a) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.

   b) Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction contract specifications.

10) Change Orders. When applicable the ENGINEER will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the COUNTY.

11) As Built Drawings. The ENGINEER will develop as built drawings to depict the work as actually constructed. The COUNTY will be furnished five (5) set of prints.

**CONSTRUCTION MATERIAL TESTING:**

The ENGINEER will provide the COUNTY with construction material testing services for the Project. The services to be provided include sampling and testing of all construction materials as required by the project plans and specifications. All sampling frequencies and test procedures will be performed in general accordance with the Texas Department of Transportation TEX methods (or ASTM methods as required) as outlined in the Guide Schedule for Sampling and Testing (11/07). The construction material testing includes, but is not limited to the following:

(a) Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
(b) Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
(c) Field sampling and testing of fresh concrete, and laboratory testing of hardened concrete to determine compliance with project plans and specifications.
(d) Field compaction testing of asphalt to ensure proper compaction during lay down operations.
(e) Field inspection, sampling and laboratory testing of asphalt materials to determine their material properties and their compliance with project plans and specifications.
(f) The ENGINEER will be responsible for concrete batching as well as the asphalt testing at the plants to insure delivery of acceptable material to the job site.
(g) Any additional laboratory testing as required/requested by the COUNTY and the project plans and specifications.
(h) Providing accurate and timely reports to the COUNTY and all/other recipients as designated by the COUNTY.
(i) The ENGINEER will verify the concrete and asphalt designs to assure it is in accordance with TxDOT specifications to be developed by the contractor.

## *FC 600* – ACQUISITION PROVIDER SERVICES
## (for EST. 0 PARCELS, 0 EASEMENTS AND 0 RELOCATIONS/DISPLACEMENTS)

(Services to be provided by L&G Engineering)

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| | | **1) PROJECT ADMINISTRATION** |
| ___ | ___ | a) Negotiation of Scope of Services for Work Authorization<br>i) Acquisition Provider will visit project site with COUNTY personnel if necessary. |
| ___ | ___ | b) Project Presence at L&G Consultant Office Headquarters<br>i) Full Project Office<br>(1) No Joint Use of COUNTY or TxDOT facilities<br>(2) Open during normal COUNTY and State work hours<br>(3) Personnel available to answer questions<br>(4) Availability of Project Files<br>(5) At least one office staff member is required to be a current commissioned notary public. |
| ___ | ___ | c) Overhead Costs<br>i) Administrative costs |
| ___ | ___ | d) Communication<br>i) Provide monthly progress reports with invoice.<br>ii) Participate in project review meetings as determined by the COUNTY.<br>iii) Prepare initial property owner contact list for use by the COUNTY in distribution of Acquisition Provider introduction letters. |
| ___ | ___ | e) File Management<br>i) Project and parcel files will be kept in the COUNTY's Office, if necessary. Working files will be kept in the Acquisition Provider's project administrative office, but documents generated or received by the Acquisition Provider will be forwarded to the COUNTY office as they are generated or received by the Acquisition Provider, if necessary.<br>ii) Prepare payment transmittal request utilizing standard payment submissions forms with supporting documentation.<br>iii) Maintain records of all payments including check number, amount, and date paid, etc.<br>iv) Provide copies of all incoming and outgoing correspondence as generated if requested by COUNTY at provider conference.<br>v) Maintain copies of all correspondence and contacts with property owners. |
| | | **2) TITLE SERVICES** |
| ___ | ___ | a) Secure preliminary title commitments from the Title Company that will be providing title insurance. Cost of preliminary title commitments will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work for payment and paid as a separate item. |
| ___ | ___ | b) Secure title commitment updates in accordance with insurance rules and requirements for parcel payment submissions. Cost of title commitment updates will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work and paid as a separate item. |
| ___ | ___ | c) Secure title insurance for all parcels acquired, insuring acceptable title to COUNTY OF HIDALGO. Written approval by the COUNTY required for any exception. |

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| | | **3) APPRAISAL** |
| ___ | ___ | a) Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list will be available for review at all District offices or at the Right of Way Division Office at 118 E. Riverside Drive, Austin, Texas, upon request. |
| ___ | ___ | b) Secure written permission (if necessary) from the owner to enter the property from which land is to be acquired. If the Acquisition Provider and/or the fee appraiser, after diligent effort, is unable to secure the necessary letter of permission from the property owner, a waiver must be obtained, in writing from the COUNTY/TxDOT. Maintain permission letters with appraisal reports. |
| ___ | ___ | c) Prepare (if necessary) pre-appraisal contact with interest owner(s) for each parcel using acceptable COUNTY/TxDOT forms. |
| ___ | ___ | d) Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file. |
| ___ | ___ | e) Prepare complete appraisal report for each parcel to be acquired utilizing TxDOT Forms No. ROW-A-5 and ROW-A-6 as applicable. These reports shall conform to TxDOT/COUNTY policies and procedures along with the Uniform Standards of Professional Appraisal Practices. |
| ___ | ___ | f) As necessary, prepare written notification to COUNTY/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation. |
| ___ | ___ | g) All completed appraisals will be administratively reviewed by L&G Engineering ROW Office and recommended for approval by TxDOT. |
| ___ | ___ | h) As necessary, the appraiser will appear and or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing /pre-trial meetings as directed by L&G Engineering and/or TxDOT. |
| ___ | ___ | i) As necessary, the appraiser will coordinate with review appraiser regarding revisions, comments, or additional information that may be required. |
| ___ | ___ | j) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY. |
| | | **4) APPRAISAL REVIEW** |
| ___ | ___ | a) Review Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list is available for viewing at all District offices or the Right of Way Division office at 118 E. Riverside Drive, Austin, Texas upon request. |
| ___ | ___ | b) Review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached and compliance with TxDOT/COUNTY policies and procedures and the Uniform Standards of Professional Appraisal Practices. |
| ___ | ___ | c) Prepare and submit to TxDOT the Form ROW-RTA-10 "Tabulation of Values", for each appraisal. |

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| ___ | ___ | d) The cost of the review appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the review appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY. |
| | | **5) APPRAISAL UPDATES** |
| ___ | ___ | a) Prepare complete appraisal update for the parcel to be acquired utilizing TxDOT Form No. ROW-A-5, which will be furnished to the provider by TxDOT. These reports shall conform to COUNTY/TxDOT policies and procedures along with the Uniform Standards of Professional Appraisal Practices. |
| ___ | ___ | b) As necessary, prepare written notification to COUNTY/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation. All completed appraisals will be administratively reviewed by L&G Engineering Right of Way Office and recommended for approval by TxDOT. |
| ___ | ___ | c) As necessary, the appraiser will appear or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the TxDOT/COUNTY. |
| ___ | ___ | d) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY. |
| ___ | ___ | e) As necessary, the appraiser will coordinate with the review appraiser regarding corrections and/or additional information that may be required. |
| | | **6) NEGOTIATION, TASKS AND FEES** |
| ___ | ___ | a) Analyze appraisal and appraisal review reports and confirm the TxDOT's approved value prior to making offer for each parcel. |
| ___ | ___ | b) Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies. |
| ___ | ___ | c) Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by COUNTY /TxDOT on applicable COUNTY /TxDOT forms. |
| ___ | ___ | d) Mail (Certified Mail Return Receipt Requested) initial offer letter, draft deed, Bill of Rights Brochures and Appraisal Reports to address confirmed with the Appraisal District of Hidalgo County. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing. |
| ___ | ___ | e) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at mailing of initial offer. Maintain original signed Receipt of Appraisal. (unless property owner refuses to sign it). |
| ___ | ___ | f) Respond to property owner inquiries verbally and in writing within two business days. |
| ___ | ___ | g) Prepare a separate negotiator contact report for each parcel per contact. |

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| ___ | ___ | h) Maintain parcel files of original documentation related to the purchase of the real property or property interests. |
| ___ | ___ | i) Advise property owner on the Administrative Settlement process. Transmit to TxDOT any written counter offer from property owners including supporting documentation, and provider recommendation with regard to Administrative Settlements in accordance with COUNTY /TxDOT policy and procedures. |
| ___ | ___ | j) Prepare final offer letter, documents of conveyance as necessary. |
| ___ | ___ | k) Appear and provide Expert Witness testimony as an Acquisition Provider when requested. |
| ___ | ___ | l) Meet at the L&G Engineering ROW office in Mission once per week as agreed-upon with the Right of Way Acquisition Manager/Administrator. |
| ___ | ___ | m) Provide a monthly progress report per parcel by the 25th of the month with invoice. |
| ___ | ___ | n) The consultant shall, as part of this proposal, estimates 10% of the parcels identified on Page 37 may end up in condemnation. The consultant shall be available for any meeting/hearings as requested by the COUNTY Attorney. |
| | | **7) CLOSING SERVICE FEES** |
| ___ | ___ | a) Coordinate with COUNTY and Title Company to obtain an updated title commitment along with other Forms and certified copy of the instrument of conveyance necessary when requesting the Parcel Payment from the COUNTY. |
| ___ | ___ | b) Acquisition Provider shall attend closings and provide closing services in conjunction with Title Company. |
| ___ | ___ | c) Acquisition Provider shall record all original instruments immediately after closing at the respective County Clerk's Office, except for donations which must be forwarded to TxDOT for acceptance by the Texas Transportation Commission. |
| | | **8) RELOCATION ASSISTANCE SERVICES (separate Work Authorization will be issued once relocations have been identified, unless noted otherwise).** |
| ___ | ___ | a) The amount of relocations or displacements as identified. L&G will provide relocation advisory services. L&G will compute replacement housing supplements (owner occupant and/or tenants) |
| ___ | ___ | b) L&G will provide advisory services to business displacements and relocate them effectively. |
| ___ | ___ | c) TxDOT will review, approve and pay for all relocation costs as per the Agreement. |
| | | **9) CONDEMNATION SUPPORT** |
| ___ | ___ | a) Pre-Hearing Support<br>i) Upon receipt of a copy of the final offer, request an updated title commitment for Eminent Domain from the Title Company.<br>ii) Prepare a Bisection Clause for the original set of Legal Descriptions supplied by Surveyor if applicable<br>iii) Use the information from the Title Commitment to join all interested parties on the necessary forms. Spouses of owners must also be joined. |

Services Provided By:
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iv) Upon completion of the necessary forms, prepare a packet containing 2 copies each of the following documents: Title Commitment, Negotiator's Reports, Appraisal Acknowledgment, Preappraisal Contact Sheet, signed and sealed property description, and plat, Final Offer Letter, any correspondence from the land owner or representatives, along with one copy of the appraisal report. Submit packet to the COUNTY Office for submission to the COUNTY Attorney's office.

v) Upon receipt of concurrence for the Appraisal Witness, request the update of appraisal.

vi) Upon receipt of packet prepared by the COUNTY Attorney which will include Petition for Condemnation, Lis Pendens, Order Appointing Special Commissioners, Order Setting Hearing, Oath of Special Commissioner, and Notice of Hearings, developed by the COUNTY Attorney; the attorney shall file the original petition with the COUNTY Court at Law or other appropriate Court for a cause number to be assigned.

vii) The COUNTY attorney shall file the Lis Pendens including the cause number with the COUNTY Clerk's Office.

viii) Upon assignment of a court, the COUNTY Attorney shall file the Order Appointing Commissioners with the judge retaining a copy of the Order for the files.

ix) Following appointment of Special Commissioners by the judge, the COUNTY shall secure the following documents: Oath of Commissioners signed by the Commissioners, Order Setting Hearing, 2 copies of the Notice of Hearing signed by the Commissioners.

x) The COUNTY shall file all originals with the court and send copies marked "copy" to L & G Engineering.

xi) The COUNTY Attorney shall send a copy of the petition to the Title Company so that the Title Company can make sure the appropriate parties were joined and that no changes in title have occurred.

xii) The COUNTY Attorney shall set the Special Commissioners Hearing after the updated appraisal has been submitted, if there is no change in value. If there is an increase in value, COUNTY will approve the new value and the COUNTY's provider will present a revised offer and a final offer letter and submit a copy of the final offer letter.

xiii) The COUNTY Attorney shall coordinate a pre-hearing conference prior to the hearing (the day before or earlier) to discuss facts of the case with the COUNTY, Appraiser, and Negotiator.

xiv) After the hearing is set, the COUNTY Attorney shall serve Notices of Hearing to the indicated parties at least 11 days prior to the Commissioner's hearing. If it is necessary to join the Federal Government, be advised that they have an additional 60 days to prepare for the Hearing.

xv) Once the notices have been served, the COUNTY Attorney shall file the original notices with the court and send copies stamped "copy" to L&G Engineering ROW Office.

xvi) The COUNTY's Attorney shall send a reminder letter 2-3 weeks in advance to the COUNTY Administration offices, Acquisition Provider, the three special commissioners and court reporter concerning Hearing dates.

b) Post Hearing Support (by COUNTY Attorney)

i) For the hearing, prepare the necessary forms and Special Commissioners time sheets and submit forms to Hidalgo COUNTY clerk's office.

ii) Obtain the signatures of Special Commissioners on the Award of Commissioners and file with the court for the judge's signatures within 48 hours of the Hearing.

iii) Give timesheets to Judge. The amount paid to the Special Commissioners is determined by the Judge.

iv) Obtain and distribute 3 certified copies of the award as follows: 1 certified copy to the title company with a request for a commitment, 1 certified copy to the COUNTY, 1 certified copy to L&G Engineering with the Commitment to request the warrant in the amount of the Special Commissioners Award.

v) Send the Commitment and the Award to COUNTY, along with individual special commissioner's billing requesting the payment for their fees.
vi) File COUNTY warrant in the registry of the court. File a Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of the deposit. The Date of Deposit is the Date of Take.
vii) Take photograph of the interest to be acquired (if necessary) on the day of deposit for relocation verification.
viii) Send written notices of the date of deposit to the COUNTY Administration office and all interested parties.
ix) Appear as Expert Witness as requested. Sub-contractors must also appear as Expert Witnesses as requested.
x) All acquisition negotiations file indicating all "due diligence" provided by the Acquisition Provider will be directed to the COUNTY Attorney's office for his further handling in accordance to the Eminent Domain process by the COUNTY.

**10) COMPENSABLE UTILITIES**

Utility Accommodation is an integral factor in road construction and design. Coordination of utility adjustments is a necessary function within planning, design, acquisition and construction and requires the administration of property rights issues, utility policy, and reimbursement of eligible utility adjustments. It includes the following tasks:

___ ___ a) Preliminary Design Consultations
i) Conduct Field Investigation and review Certificate of Convenience and Necessity boundaries to identify utility providers within the project area. Communications through letter, phone calls and email to establish a contact list. Coordinate data gathering by surveyors and design team. Introduce project to utility providers.

___ ___ b) Field Observations and Verifications
i) Provide maps to Utility providers to "redline" and identify conflicts. Coordinate exposures and data collection by surveyor. Provide and confirm utility data on project maps. Order Utility Location Service.

___ ___ c) Exchange of Information with Utility Providers
i) Provide project schedule.
ii) Request schedules for utility adjustments.
iii) Identify who is responsible for utility process.

___ ___ d) Confirmation of Property Interests
i) Request Documents.
ii) Coordination of data on maps and citation of property interest documents.
iii) Confirm utilities are within easements.

___ ___ e) Coordination of Agreements
i) Identify utilities that are compensable.
ii) Determine parties and agreements necessary to complete compensable process.
iii) Coordinate execution and processing of Standard Utility Agreements.

___ ___ f) Utility Meetings throughout project development
i) Set up and coordinate utility meetings during planning, design, acquisition and construction phases.
ii) Attend and participate in meetings by other parties.

**11) PAYMENT SCHEDULE**

___ ___ a) Project Administration
i) Payment and Milestones
(a) Full Project Office
(1) Lump Sum Basis (assume 1 year project presence)

(2) Initial payment of 25% upon establishment of a project office with functional phone and utility services.
(3) Remainder paid out in equal monthly installments of 15% starting the following month.
(4) Monthly billing to COUNTY OF HIDALGO will be required.

b) Title Services
ii) Payment
(a) Per Parcel basis.
iii) Milestones
(a) 100% upon securing initial title commitment.

c) Appraisal Services
i) Payment
(a) Per Parcel Basis
ii) Milestones
(a) 100% paid upon delivery of complete and acceptable appraisal report

d) Appraisal Review
i) Payment
(a) Per Parcel Basis
ii) Milestones
(a) 100% upon submission of ROW-A-10

e) Appraisal Update
i) Payment
(a) Per Parcel Basis
ii) Milestones
(a) 100% upon delivery of complete and acceptable appraisal update.

f) Negotiation, Task, and Fees
i) Payment
(a) Per Parcel Basis
ii) Milestones
(a) 80% upon presentation of initial offer.
(b) 20% upon successful negotiation and all instruments are recorded.

g) Closing Service Fees
i) Payment
(a) Per Parcel Basis
ii) Milestones
(a) 100% upon recordation of instrument of conveyance.

h) Relocation Assistance
i) Payment
(a) Per Relocation
ii) Milestones
(a) 100% upon issuance of 90-day vacancy letter.

i) Compensable Utilities
i) Payment
(a) By percent complete

# ADDITIONAL RESONSIBILITIES

**Easements, Letters of Permission, Etc.**

The ENGINEER shall be responsible for delineating easements. The ENGINEER will be responsible for securing the necessary legal instruments.

**Coordination of Utilities**

The ENGINEER shall furnish the COUNTY prints of a project layout which will be distributed by ENGINEER to various utility companies to determine which utilities are in the limits of the project. These shall be preliminary layouts. Upon completion of the preliminary drainage plans and U&D sheets, the ENGINEER shall distribute to the various utility companies and request return. Upon return of these prints, the ENGINEER will schedule a meeting with the various utility companies to discuss potential conflicts and conformance with the State's Utility Accommodation Policy. The ENGINEER is responsible for coordination with the various utility companies for exposing potential conflicts and field ties to uncover utilities in potential conflict areas.

**Meetings**

Meetings will be held with the FHWA, State Officials, local governments, property owners, utility owners, railroad companies, other consulting firms, etc., as needed or required by the COUNTY. The ENGINEER shall coordinate through the COUNTY for the development of this project with any local entity having jurisdiction or interest in the project (i.e., city, county, etc).

**Specifications, Special Provisions, Special Specifications**

Use the State's standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification is developed for this project, it shall be in the State's format and incorporate references to approved State test procedures.

**Project Manager/Engineer Communication**

The ENGINEER shall designate one Texas Registered Professional Engineer to be responsible throughout the project for project management and all communications, including billing, with the COUNTY's Director. Any replacements to the ENGINEER's designated Project Manager/Engineer must be approved by the COUNTY.

Engineering documents produced for the department's engineering projects shall be signed, sealed and dated or CADD sealed in accordance with Administrative Order No. 5-89 and Administrative Circular No. 26-91.

**Design Responsibilities**

The ENGINEER is responsible for design errors and/or omissions that become evident before, during or after construction of the project. The ENGINEER's responsibility for all questions arising from design errors and/or omissions will be determined by the COUNTY and all decisions shall be final and binding. This would include, but not necessarily be limited to:

1. All design errors and/or omissions resulting in additional design work to correct the errors and/or omissions.
2. Preparation of design documents and detail drawings necessary for a field change due to design errors and/or omissions.
3. Revision of original tracings to the extent required for a field change due to design errors and/or omissions.

The ENGINEER shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of the work by the COUNTY will not relieve the ENGINEER of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.

**Document and Information Exchange**

Data, Plan Sheets, General Notes and/or Specifications provided to the COUNTY shall be furnished on 8GB USB flash drives. Each 8 GB flash drive shall have a file titled Table of Contents. The Table of Contents shall indicate the locations of files within the directory structure of the documentation.

General Notes and specifications shall be provided in MS Office 2007 format. Plan sheets shall be provided in Microstation DGN or GEOPAK GPK format. PDF copies of plan sheets shall also be provided.

Two copies of the documentation shall be provided to the COUNTY.

If required, the ENGINEER shall provide to the COUNTY, a CD that contains all the plan sheets for the project. The graphics tape shall be compatible with the COUNTY's computer system.

CD Tape Required (YES or NO): YES

**Proposal Time**

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

**Office Location**

The ENGINEER will perform the services to be provided under this agreement out of their office or offices listed below:

| Service | Office Location |
|---|---|
| PS&E | Mission Office |
| Schematic | Mission Office |
| Environmental Document | Mercedes Office |

The work effort will be managed out of the Mercedes (City) office located at 2100 West Expressway 83 (Address), Mercedes (City), Texas (State).

# APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE

1. Title Sheet
   Detailed Index of Sheets

2. Typical Sections

3. General Notes and Specifications Data

4. Estimate and Quantity Sheets

5. Storm Water Pollution Prevention Plan (SW3P) Sheets

6. Traffic Control Plans
   a. Sequence of Construction Layouts
   b. Detour Plan/Profile/Typical Sections/Quantities

7. Roadway Layouts
   a. Roadway Plan/Profile Sheets
   b. Intersection Plan/Profile Sheets
   c. Intersection Layouts
   d. Alignment Layouts/Data
   e. Ramp Layouts/Profiles
   f. Connection Roads/U-turns Layouts/Profile

8. Roadway Details
   a. Concrete Pavement Details/Standards
   b. Concrete Pavement Terminal Anchorage Details/Standards
   c. Bridge Approach Details/Standards
   d. Bridge Terminal Anchorage Details/Standards
   e. Roadway/Median Barrier Details/Standards
   f. Curb Details
   g. Driveway Details/Typical Sections/Standards

9. Signing Layouts and Marking Layouts

10. Traffic Signal Layouts

11. Lighting Layouts

12. Illumination Detail Standards (HMID, HMIF, HMIP, RID)

13. Utility Layouts/Profiles

14. Drainage Area Maps and Hydraulic Data
    a. General Drainage Area Maps
    b. Stage-Discharge Curves
    c. Main Cross-Drainage Culvert/Bridge Hydraulic Data
    d. Drainage Area Maps/Culverts/Storm Sewer
    e. Hydraulic Data/Culverts/Inlets/Storm Sewer/Pumps

15. Detailed Drainage Plans
    a. Drainage Plan/Profile Sheets (Storm Sewer Plan/Profile Sheets)
    b. Channel Plan/Profiles/Typical Sections
    c. Box Culvert Plan/Profile
    d. Pipe Sewer/Culvert Cross Sections

## APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE (Continued)

16. Drainage Structural Details/Standards
    a. Inlet Details/Standards
    b. Manhole Details/Standards
    c. Junction Box Details/Standards
    d. Safety End Treatment Details/Standards
    e. Box Culvert Details/Standards
    f. Culvert Wingwall Details/Standards
    g. Excavation-Backfill Diaphrams
    h. Riprap Details/Standards
    i. Temporary Pollution and Erosion Control Details

17. Pumphouse Layouts

18. Pumphouse Details

19. Pumphouse Standard Details

20. Bridge Layouts/Profile/Typical Sections*

21. Bridge Details*
    a. Summary of Bridge Quantities
    b. Abutments
    c. Interior Bents
    d. Spans
    e. Special details for the specific bridge

22. Bridge Standard Details*

23. Bridge Railing Standards

24. Retaining Wall Layouts/Profiles**

25. Retaining Wall Details**

26. Retaining Wall Standard Details**

27. Guard Fence/Standards and Signal Pole Standards

28. Signal/Electrical Details/Standards and Signal Pole Standards

29. Signing/Markers/Striping Details/Standards

30. Barricade/Construction/Beacon Standards

31. Miscellaneous Standards
    a. Chain Link Fence Standards
    b. Bridge End Detail/Standards
    c. Roadway Clearance Details/Standards
    e. Attenuator Standards

**NOTE:** Variations of these plan sheet sequence guidelines may be permitted if approved in writing by the County.

# APPENDIX B - PLAN PREPARATION PROCEDURES

1. Title Sheet
   The ENGINEER shall be responsible for completing the title sheet as required and formatted by the STATE and as discussed in Part V of the Highway Design, Operations and Procedures Manual. Refer to Section K - Plans, 1 - Title Sheets, page 5-24, for the procedure to be used regarding all plans prepared by the ENGINEER.

2. Project Layout
   The project layout shall clearly depict the entire project as it is proposed and will usually be drawn at a scale of 1 inch=100 feet or 1 inch=200 feet, depending on the size of the project.

3. Typical Sections
   See Part IV of the Highway Design, Operations and Procedures Manual.

4. Sequence of Work Sheets (Traffic Control Plan)
   Clarity and completeness should be the rule to follow in preparing these sheets, with particular attention given to location of construction signs and barricades, lane widths, protection of drop offs, etc. For a reference guide use the Texas Department of Transportation, Texas Manual on Uniform Traffic Control Devices. Usual scale of 1 inch=100 feet and/or 1 inch=50 feet for special locations. A narrative sequence shall be included in the special provisions for the project. Staging of structural elements shall be considered. Provisions for drainage shall be considered, included and indicated during all stages of construction operations.

5. Removal Item Sheets
   These sheets indicate removal of existing facilities necessary to the proposed construction. (1 inch=40 feet) (use same scale as plan/profile sheets).

6. Summary Sheets
   Summary Sheets are required to indicate type, quantity and/or location of work for individual items of the proposed project.

7. Alignment Layout Sheets
   These sheets indicate the horizontal alignment with curve data and coordinates usually tabulated thereon. On some projects, depending on size, this information may be included on the plan profile sheets. Usual scale (1 inch=100 feet) or (1 inch=40 feet).

8. Plan Profile Sheet
   Clarity and completeness should be the rule to follow in preparation of these sheets. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet), depending on project complexity.

9. Drainage Area Maps
   Usual scale (1 inch=100 feet) and/or (1 inch=200 feet) supplemented by large scale area maps as necessary.

10. Drainage Plan Profile Sheets
    These sheets may be required on some projects to clearly depict location of inlets, storm sewer lines, and profile of storm sewer lines and laterals. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet). Storm sewer design does include redesign of storm sewers imposed by utility constraints developing after initial reviews by the STATE and consequential redesign and adjustments.

11. Runoff, Inlet, Storm Sewer and Culvert Sheets
    Use standard sheets.

## APPENDIX B - PLAN PREPARATION PROCEDURES (Continued)

12. Culvert Cross Sections and Details
District standard reproducible sheets can be furnished (one each) to the ENGINEER for modification of special designs.

13. Manhole and Inlet Details
District standard reproducible sheets can be furnished (one each) to the ENGINEER.

14. Miscellaneous Detail
Curb, Sidewalk, Driveways, etc.

15. Intersection Details

16. Marking Layouts and/or Details
Layouts of the entire project with markings depicted thereon. Usual scale 1:500 (1 inch=40 feet or 1 inch=50 feet). On some projects typical details might suffice.

17. Structural Details
Bridge layout sheets shall have the same horizontal and vertical scale. Usually (1 inch = 10 feet) (1 inch = 20 feet). Sections of existing and proposed structures usually have a scale of (1 inch = 5 feet). Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a (1/2 inch = 1 foot) or (1/4 inch equals 1 foot) architect scale to provide clear legible drawings when reduced. Letters shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).

18. Overhead Sign Bridge Layouts
A maximum of four structures may be shown on each layout sheet. The reference to the appropriate overhead sign bridge (OSB) standard and the following requirements shall be shown on the layout:
(1) Drilled shaft size and length
(2) Soil strength used for design {indicate basis and boring(s) used}
(3) Design height
(4) Tower height
(5) Leg spacings and
(6) Design wind speed.
The wind speed design map need not be included in the project plans. Designation of tower member size and anchor bolt size shall not be shown. For OSBs which require special design, the design shall be in accordance with the AASHTO sign specifications (see Item 22 of References on page 49) and to the same loading requirements as for normal standard structures. Structures (special or standard) which will have changeable message signs shall be analyzed by the ENGINEER.

## APPENDIX C - GENERAL PLAN CHECKLIST

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| ___ | ___ | Title Sheet |
| ___ | ___ | Project Layout |
| ___ | ___ | Sequence of Work |
| ___ | ___ | Detour Layouts & Profiles |
| ___ | ___ | Construction Pavement Markings |
| ___ | ___ | Signing & Barricades |
| ___ | ___ | Construction Sign & Beacons |
| ___ | ___ | Typical Sections |
| ___ | ___ | Shaping & Finishing Sections |
| ___ | ___ | Slopes Adjacent to Shoulders |
| ___ | ___ | Estimate & Quantities |
| ___ | ___ | General Notes & Specification Data |
| ___ | ___ | Grading Summary |
| ___ | ___ | Miscellaneous Summaries (See following "SUMMARIES" heading) |
| ___ | ___ | Horizontal Curve Data & Alignment Layouts |
| ___ | ___ | Drainage Summaries |
| ___ | ___ | Structure Summaries |
| ___ | ___ | Erosion Control Summary & Details |
| ___ | ___ | Plan/Profile Sheets |
| ___ | ___ | Erosion Control Summary & Details |
| ___ | ___ | Pavement Contours |
| ___ | ___ | Superelevation Transition (If Required) |
| ___ | ___ | Grading Contours |
| ___ | ___ | Guard Fence Layouts |
| ___ | ___ | Storm Water Pollution Prevention Plans (SW3P) |
| ___ | ___ | Drainage Area Maps |
| ___ | ___ | Hydraulic Data |
| ___ | ___ | Drainage Sheets |
| ___ | ___ | Bridge Hydrology Sheets |
| ___ | ___ | Inlet & Manhole Details |
| ___ | ___ | Utility Support Details |
| ___ | ___ | Culvert Cross Sections & Details |
| ___ | ___ | Special Culvert Designs |
| ___ | ___ | Special Drainage Details |
| ___ | ___ | Chain Link Fence Locations |
| ___ | ___ | Ramp Details Sheet |
| ___ | ___ | Removal Item Sheet - Including detours<br>(Shown in detour summary, No payment for removal; subsidiary to construction detours) |
| ___ | ___ | Pavement Details |
| ___ | ___ | Pavement Standard Modification for Concrete Shoulder |
| ___ | ___ | Concrete Pavement Continuously Reinforced (CPCR) |
| ___ | ___ | Concrete Pavement Contraction Design (CPCD) |
| ___ | ___ | Concrete Pavement Details - Jointed Reinforced (Steel Bars) (CPJR) |
| ___ | ___ | Bridge Approach Slab Details |
| ___ | ___ | Vehicle Attenuator Details |
| ___ | ___ | Miscellaneous Details |
| ___ | ___ | Wheelchair Ramps |
| ___ | ___ | Pavement Marking Details |
| ___ | ___ | Modified Standards |
| ___ | ___ | List of Standards |
| ___ | ___ | Permanent Signing Plans & Quantities |

## APPENDIX C - GENERAL PLAN CHECKLIST *(continued)*

| Services Provided By: ENGINEER | COUNTY | |
|---|---|---|
| ___ | ___ | Permanent Lighting Plans, Quantities & Standards |
| ___ | ___ | Bridge Layout(s) |
| ___ | ___ | Bridge Details |
| ___ | ___ | Retaining Wall Layout(s) |
| ___ | ___ | Retaining Wall Details |
| ___ | ___ | Pumphouse Details |
| ___ | ___ | Underdrain Details (Retaining Walls) |
| ___ | ___ | Culvert Standards |
| ___ | ___ | Soil Profile |
| ___ | ___ | Temporary Traffic Signals |
| ___ | ___ | Design Cross Sections |
| ___ | ___ | Estimate |
| ___ | ___ | List of Standard Specification, Special Provisions & Special Specifications |
| ___ | ___ | Detour Special Provisions (If Required) |
| ___ | ___ | Construction Time Estimate |
| ___ | ___ | Critical Path Method (CPM) |
| ___ | ___ | Unit Price Documentation |
| **Miscellaneous** | | |
| ___ | ___ | Conduit Requirements |
| ___ | ___ | Traffic signal Requirements |
| **Summaries** | | **(ALL BELOW YES FOR ENGINEER AND NO FOR COUNTY UNLESS NOTED OTHERWISE)** |
| ___ | ___ | Salvaging and Placing Topsoil |
| ___ | ___ | Prepare ROW |
| ___ | ___ | Remove Old Structures |
| ___ | ___ | Scarify Existing Pavement |
| ___ | ___ | Remove Old Concrete Curb of Curb and Gutter (C&G) |
| ___ | ___ | Remove Old Concrete Pavement |
| ___ | ___ | Remove Old Concrete Riprap |
| ___ | ___ | Remove Metal Beam Guard Fence |
| ___ | ___ | Galvanized steel Beam Guard Fence (12Ga) (GSBGF) |
| ___ | ___ | Temporary Guard Fence (TEMPGF) |
| ___ | ___ | Summary of Concrete Flumes |
| ___ | ___ | Curbs |
| ___ | ___ | Adjust Manholes & Inlets |
| ___ | ___ | Underdrains |
| ___ | ___ | Base and Pavement |
| ___ | ___ | Large Structure |
| ___ | ___ | Concrete Riprap (RR8 & RR9) |
| ___ | ___ | Temporary Portable Concrete Barrier (PCBR) |
| ___ | ___ | Concrete Traffic Barrier |
| ___ | ___ | Vehicle Attenuator |
| ___ | ___ | Guard Rail Energy Absorbing Terminal (Great System) |
| ___ | ___ | Pavement Markings & Blast Cleaning (Thermoplastic) |
| ___ | ___ | Retaining Walls |
| ___ | ___ | Large Structure Summaries |
| ___ | ___ | Small Structure Summaries |

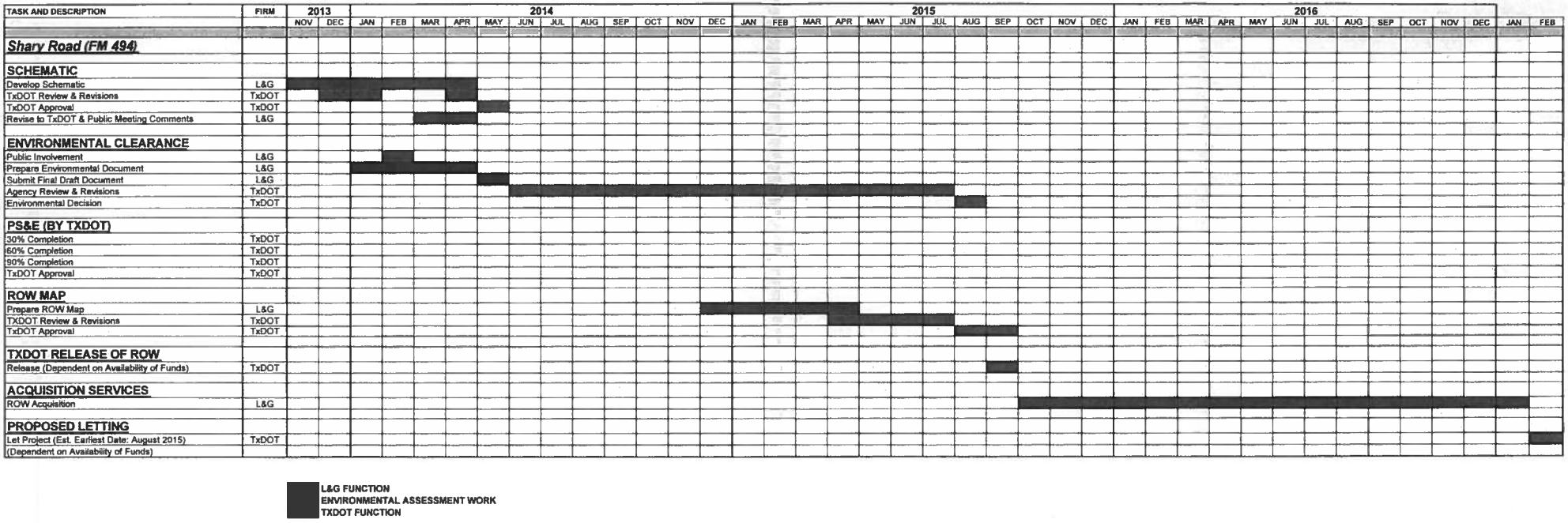
## APPENDIX C - GENERAL PLAN CHECKLIST *(continued)*

| Services Provided By: ENGINEER | COUNTY | Summaries | (ALL BELOW YES FOR ENGINEER AND NO FOR COUNTY UNLESS NOTED OTHERWISE) |
|---|---|---|---|
| ___ | ___ | | Earthwork (Roadway & Channel) & Channel Details |
| ___ | ___ | | Culverts |
| ___ | ___ | | Detours |
| ___ | ___ | | Seeding or Mulch Sod - Quantity Only |
| ___ | ___ | | Inlet & Manholes |
| ___ | ___ | | Sidewalks |
| ___ | ___ | | Construction Pavement Markings |
| ___ | ___ | | Driveways |
| ___ | ___ | | Concrete Median |
| ___ | ___ | | Storm Sewers |
| ___ | ___ | | Head Walls & Safety End Treatments |
| ___ | ___ | | Curb Openings |
| ___ | ___ | | Manholes |
| ___ | ___ | | Chain Link Fence, Remove & Replace Chain Link Fence |
| ___ | ___ | | Remove & Relay Reinforced Concrete Pipe (RCP) or Pipe Sewer |

Client: Hidalgo County

# EXHIBIT "C"

**PROJECT WORK SCHEDULE**
**Shary Road (FM 494) Project**
**From FM 1924 (Mile 3) to SH 107**
**Length = 4.35 miles**




L&G FUNCTION
ENVIRONMENTAL ASSESSMENT WORK
TXDOT FUNCTION

3:50 PM 11/13/2013

# 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 "D1"

## ESTIMATED PRELIMINARY PROJECT COSTS

## SHARY ROAD (FM 494) PROJECT

**(Limits: from FM 1924 (Mile 3) to SH 107**

**Mileage Breakdown:**

***NOTE: Total Length includes 1/2 of the Roadway in the City of McAllen and Alton.

| SECTION I & II (4.35 Miles) | | | SECTION I ONLY (2.35 Miles) | | |
|---|---|---|---|---|---|
| *** HIDALGO COUNTY | 2.88 Miles | 66% | HIDALGO COUNTY | 1.958 Miles | 83% |
| CITY OF MCALLEN | 0.35 Miles | 8% | CITY OF MCALLEN | 0. 32Miles | 14% |
| CITY OF PALMHURST | 1.0 Miles | 23% | CITY OF PALMHURST | 0.0 Miles | 0% |
| CITY OF ALTON | 125 Miles | 3% | CITY OF ALTON | .062 Miles | 3% |

| | |
|---|---|
| ROADWAY PROJECT | SHARY ROAD (FM 494) |
| LIMITS (SECTION 1) | from FM 675 (Mile 5) to SH 107 |
| LIMITS (SECTION 2) | from FM 1924 (Mile 3) to fm 676 (Mile 5) |
| EXISTING ROADWAY SECTION | 40-ft Rural |
| EXISTING ROW WIDTH | 65' to 100' Varies |
| PROPOSED ROADWAY SECTION | 4-lane divided urban |
| PROPOSED ROW WIDTH SECTION 1 | 100FT |
| ESTIMATED CONSTRUCTION COST (SECTION 1) | $10,675,000.00 |
| ESTIMATED CONSTRUCTION COST (SECTION 2) | $9,000,000.00 |
| LENGTH FOR 4-LANE ROADWAY (SECTION 1) | 2.35 Miles |
| LENGTH FOR 4-LANE ROADWAY (SECTION 2) | 2 Miles |

| *ESTIMATED PROJECT COSTS* | *STATE/MPO* | * *LPA* | * *HIDALGO COUNTY* | * *CITY OF McALLEN* | * *CITY OF PALMHURST* | * *CITY OF ALTON* |
|---|---|---|---|---|---|---|
| **WORK AUTHORIZATION NO. 1 (Entire Length of Section 1 &2)** | | | | | | |
| (FROM FM 1924 (MILE 3) TO SH 107) | | | | | | |
| PHASE I - EA, PUBLIC INVOLVEMENT, SCHEMATIC DESIGN | | | | | | |
| Environmental Assessment with TxDOT | $ - | $ 95,000.00 | | | | |
| Public Involvement for the project with stakeholders and 1 Public Meeting | $ - | $ 25,000.00 | | | | |
| Archeological and Historical Research | $ - | $ 30,000.00 | | | | |
| Engineering Technical Support at Public Mtgs with Layouts etc | $ - | $ 24,000.00 | | | | |
| Schematic by L&G | $ - | $ 293,625.00 | | | | |
| Hydrological Mapfor County use to identify outfall | $ - | $ 42,000.00 | | | | |
| Estimated Environmental Document Review Charges by TxDOT | $ - | $ - | | | | |
| Office Surveys for Schematic (Prel. Ownership Identification and Property Rights) for County Use | $ - | $ 21,000.00 | | | | |
| Preliminary Compensable Utilities Identification on Schematic for County Use | $ - | $ 18,000.00 | | | | |
| Update Schematic based on comments as provided by TxDOT/County for schematic and EA update w/ FHWA | $ - | $ 30,000.00 | | | | |
| Engineering Technical Support at Public Hearing with Layouts etc | $ - | $ 12,000.00 | | | | |
| Public Involvement for 1 Public Hearing | $ - | $ 25,000.00 | | | | |
| SUB-TOTAL | $ - | $ 615,625.00 | $ 406,312.50 | $ 49,250.00 | $ 141,593.75 | $ 18,468.75 |
| **(FOR SECTION I ONLY)** | | | | | | |
| (TO BE COMPLETED BY THIRD SURVEYS BY LPA) | | | | | | |
| PHASE II PS&E and CONSTRUCTION OVERSIGHT | | | | | | |
| Outfall Identification Preliminary Property Ownership and Hydraulics | TXDOT | $ - | | | | |
| PS&E Development (8% Engineering Fee) | TXDOT | $ - | | | | |
| Engineering Fee to Create 1 set of Plans and Submit through TxDOT | TXDOT | $ - | | | | |
| PS&E Development for OUTFALL(S) | TXDOT | $ - | | | | |
| Permitted Utilities Coordination to adjust | TXDOT | $ - | | | | |
| ROADWAY CONSTRUCTION COST | $10,575,000.00 | $ - | | | | |
| Field Surveys for Design and Construction | | $ 112,800.00 | | | | |
| TxDOT Construction Inspection (11%) | $ 657,966.00 | $ - | | | | |
| Eng Assistant Construction Management (18 Months) | TXDOT | $ - | | | | |
| SUB-TOTAL | $ 11,232,966.00 | $ 112,800.00 | $ 93,634.00 | $ 15,732.00 | $ - | $ 3,434.00 |
| **WORK AUTHORIZATION NO. 2 (FOR SECTION I ONLY)** | | | | | | |
| PHASE III - ROW Acquisition | | | | | | |
| Complete ROW Map (Estimated 156 Parcels) | | $ 212,800.00 | | | | |
| Right-of-Way Costs - Acq.Services @ (est) 56 Parcels @ $13,500/Parcel Avg.) | | $ 756,000.00 | | | | |
| Estimated County Attorney Costs for Condemnation ($15,000/Parcel based on 20% total of parcels) | | $ 168,000.00 | | | | |
| Estimated Compensable Utility Mgmt for Acq. of Property Rights and Compensate for Utility Adjust(s) (2) Two High Pressure Pipelines and (2) Parallel Irrigation Easements | | $ 84,000.00 | | | | |
| Estimated Roadway Right-of-Way Costs (40 ft. for 2.35 Miles @ $4.5/ sq ft (80/20) minus EDC 95/5 | $ 2,121,768.00 | $ 114,672.00 | | | | |
| COMPENSABLE UTILITY COSTS (Est 2 Pipeline Crossings at $130,000 ea to lower and encase) | $ 247,000.00 | $ 13,000.00 | | | | |
| SUB-TOTAL | $ 2,368,768.00 | $ 1,348,472.00 | $ 1,116,741.76 | $ 188,366.08 | $ - | $ 40,364.16 |
| TOTAL | $ 13,601,734.00 | $ 2,073,897.00 | ***$1,616,678.26 | ***$253,408.08 | ***$141,593.75 | ***$62,216.91 |

* Local Public Agencies (LPA)

** Estimated Cost Based on Percentage of Road

| | | | |
|---|---|---|---|
| Work Authorization No. 1 (Phase I & II) | FY 13 | $ 728,425.00 | NOT ISSUED |
| Work Authorization No. 2 (Phase III) | FY 15 | $ 1,052,800.00 | NOT ISSUED |

| LOCAL PUBLIC AGENCY: | SECTION I & II | SECTION I ONLY | TOTAL |
|---|---|---|---|
| Estimated County Cost: | $ 406,312.50 | $ 1,210,365.76 | $ 1,616,678.26 |
| Estimated City of McAllen Cost: | $ 49,250.00 | $ 204,158.08 | $ 253,408.08 |
| Estimated City of Palmhurst Cost: | $ 141,593.75 | $ - | $ 141,593.75 |
| Estimated City of Alton Cost: | $ 18,468.75 | $ 43,748.16 | $ 62,216.91 |
| Estimated Total Project LPA Cost: | $ 615,625.00 | $ 1,458,272.00 | $ 2,073,897.00 |

**COMBINED TOTAL ESTIMATED PROJECT COST FOR SECTION I & II:** $ 15,675,631.00 — 13%

ESTIMATED COUNTY OR LPA (LOCAL PUBLIC AGENCY) COSTS NOT INCLUDED IN WORK AUTHORIZATIONS $ 292,672.00

State Estimated Costs

LPA Estimated Costs

# HIDALGO COUNTY

## Professional Engineering Services

## Contract # C-_____

## EXHIBIT "E"

## Work Authorization Form

## WORK AUTHORIZATION NO. ____

**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.

SAMPLE

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 EXHIBITS

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 EXHIBITS
(as required)

SAMPLE

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/24/2013

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: | |
|---|---|---|
| The Risk Specialty Group LLC<br>4801 Woodway Drive<br>Suite 300 East<br>Houston TX 77056 | PHONE (A/C, No, Ext): (713) 552-1900 | FAX (A/C, No): (713) 513-5411 |
| | E-MAIL ADDRESS: tlanders@riskspecialtygroup.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Valley Forge Insurance Company | |
| INSURED | INSURER B : Continental Insurance Company | |
| L&G Consulting Engineers, Inc.<br>dba L&G Engineering<br>2100 W. Expressway 83<br>Mercedes TX 78570 | INSURER C : Continental Casualty Insurance Co. | |
| | INSURER D : Endurance American Specialty Ins. Co. | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC | | | 5095025836 | 07/19/2013 | 07/19/2014 | 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>X ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>X HIRED AUTOS<br>X NON-OWNED AUTOS | | | 5095025884 | 07/19/2013 | 07/19/2014 | 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>$ |
| C | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 10,000 | | | 5095026016 | 07/15/2013 | 07/15/2014 | EACH OCCURRENCE<br>AGGREGATE | $ 1,000,000<br>$ 1,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | 5095025920 | 07/23/2013 | 07/23/2014 | X WC STATU-TORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| D | Professional Liability<br>"claims made" | | | PPL10004099100 | 07/19/2013 | 07/19/2014 | Each Claim Limit<br>Aggregate Limit | $2,000,000<br>$2,000,000 |

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

CCRMA: HNTB Project No. 40619. Hidalgo County and Texas Department of Transportation are automatically included as additional insureds on General Liability and Automobile and are provided with blanket waiver of subrogation in their favor on General Liability, Automobile and Workers Compensation as required by written contract.

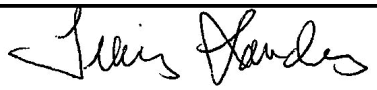
**CERTIFICATE HOLDER**

Hidalgo County
724 N Breyfogale

Mission, TX 78572

**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  <CC>

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# EXHIBIT "D1"

## ESTIMATED PRELIMINARY PROJECT COSTS
## SHARY ROAD (FM 494) PROJECT
### (Limits: from FM 1924 (Mile 3) to SH 107

**Mileage Breakdown:**

***NOTE: Total Length includes 1/2 of the Roadway in the City of McAllen and Alton.

| SECTION I & II (4.35 Miles) | | | SECTION I ONLY (2.35 Miles) | | |
|---|---|---|---|---|---|
| *** HIDALGO COUNTY | 2.88 Miles | 66% | HIDALGO COUNTY | 1.968 Miles | 83% |
| CITY OF MCALLEN | 0.35 Miles | 8% | CITY OF MCALLEN | 0..32Miles | 14% |
| CITY OF PALMHURST | 1.0 Miles | 23% | CITY OF PALMHURST | 0.0 Miles | 0% |
| CITY OF ALTON | .125 Miles | 3% | CITY OF ALTON | .062 Miles | 3% |

| | |
|---|---|
| ROADWAY PROJECT: ……. | SHARY ROAD (FM 494) |
| LIMITS: ……(SECTION 1)…… | from FM 676 (Mile 5) to SH 107 |
| LIMITS: ……(SECTION 2)…… | from FM 1924 (Mile 3) to fm 676 (Mile 5) |
| EXISTING ROADWAY SECTION: ……. | 40-ft Rural |
| EXISTING ROW WIDTH: ……. | 65' to 100' Varies |
| PROPOSED ROADWAY SECTION: ……. | 4-lane divided urban |
| PROPOSED ROW WIDTH: SECTION 1…… | 100FT |
| ESTIMATED CONSTRUCTION COST …(SECTION 1)…… | **$10,575,000.00** |
| ESTIMATED CONSTRUCTION COST …(SECTION 2)…… | **$9,000,000.00** |
| LENGTH FOR 4-LANE ROADWAY …(SECTION 1)…… | 2.35 Miles |
| LENGTH FOR 4-LANE ROADWAY …(SECTION 2)…… | 2 Miles |

| *ESTIMATED PROJECT COSTS* | *STATE/MPO* | * *LPA* | * *HIDALGO COUNTY* | * *CITY OF McALLEN* | * *CITY OF PALMHURST* | * *CITY OF ALTON* |
|---|---|---|---|---|---|---|
| **WORK AUTHORIZATION NO. 1 (Entire Length of Section 1 &2)** | | | | | | |
| **(FROM FM 1924 (MILE 3) TO SH 107)** | | | | | | |
| PHASE I - EA, PUBLIC INVOLVEMENT, SCHEMATIC, DESIGN | | | | | | |
| Environmental Assessment with TxDOT | $ - | $ 95,000.00 | | | | |
| Public Involvement for the project with stakeholders and 1 Public Meeting | $ - | $ 25,000.00 | | | | |
| Archeological and Historical Research | $ - | $ 30,000.00 | | | | |
| Engineering Technical Support at Public Mtgs with Layouts etc | $ - | $ 24,000.00 | | | | |
| Schematic by L&G | $ - | $ 293,625.00 | | | | |
| Hydrological Mapfor Courty use to identify outfall | $ - | $ 42,000.00 | | | | |
| Estimated Environmental Document Review Charges by TxDOT | $ - | $ - | | | | |
| Office Surveys for Schematic (Prel. Ownership Identification and Property Rights) for County Use | $ - | $ 21,000.00 | | | | |
| Preliminary Compensable Utilities Identification on Schematic for County Use | $ - | $ 18,000.00 | | | | |
| Update Schematic based on comments as provided by TxDOT/County for schematic and EA update w/ FHWA | $ - | $ 30,000.00 | | | | |
| Engineering Technical Support at Public Hearing with Layouts etc | $ - | $ 12,000.00 | | | | |
| Public Involvement for 1 Public Hearing | $ - | $ 25,000.00 | | | | |
| **SUB-TOTAL** | $ - | **$ 615,625.00** | **$ 406,312.50** | **$ 49,250.00** | **$ 141,593.75** | **$ 18,468.75** |
| **(FOR SECTION I ONLY)** | | | | | | |
| **(TO BE COMPLETED BY TXDOT) (SURVEYS BY LPA)** | | | | | | |
| PHASE II- PS&E and CONSTRUCTION OVERSIGHT | | | | | | |
| Outfall Identification Preliminary Property Ownership and Hydraulics | TXDOT | $ - | | | | |
| PS&E Development (8% Engineering Fee) | TXDOT | $ - | | | | |
| Engineering Fee to Create 1 set of Plans and Submit through TxDOT | TXDOT | $ - | | | | |
| PS&E Development for OUTFALL(S) | TXDOT | $ - | | | | |
| Permitted Utilities Coordination to adjust | TXDOT | $ - | | | | |
| ROADWAY CONSTRUCTION COST | $10,575,000.00 | $ - | | | | |
| Field Surveys for Design and Construction | | $ 112,800.00 | | | | |
| TxDOT Construction Inspection (11%) | $ 657,966.00 | $ - | | | | |
| Eng Consultant Construction Management (18 Months) | TXDOT | $ - | | | | |
| **SUB-TOTAL** | **$ 11,232,966.00** | **$ 112,800.00** | **$ 93,624.00** | **$ 15,792.00** | **$ -** | **$ 3,384.00** |
| **WORK AUTHORIZATION NO. 2 (FOR SECTION I ONLY)** | | | | | | |
| PHASE III - ROW Acquisition | | | | | | |
| Complete ROW Map (Estimated 56 Parcels) | | $ 212,800.00 | | | | |
| Right-of-Way Costs - Acq.Services @ (est. 56 Parcels @ $13,500/Parcel Avg.) | | $ 756,000.00 | | | | |
| Estimated Compensable Utility Mgmt for Acq. of Property Rights and Compensate for Utility Adjust(s) (2) Two High Pressure Pipelines and (2) Parallel Irrigation Easements | | $ 84,000.00 | | | | |
| Estimated Roadway Right-of-Way Costs (40 ft. for 2.35 Miles @ $4.5/ sq ft) (80/20) minus EDC 95/5 | $ 2,121,768.00 | $ 111,672.00 | | | | |
| COMPENSABLE UTILITY COSTS (Est 2 Pipeline Crossings at $130,000 ea to lower and encase) | $ 247,000.00 | $ 13,000.00 | | | | |
| **SUB-TOTAL** | **$ 2,368,768.00** | **$ 1,177,472.00** | **$ 977,301.76** | **$ 164,846.08** | **$ -** | **$ 35,324.16** |
| **TOTAL** | **$ 13,601,734.00** | **$ 1,905,897.00** | ****$1,477,238.26** | ****$229,888.08** | ****$141,593.75** | ****$57,176.91** |

* Local Public Agencies (LPA)
** Estimated Cost Based on Percentage of Road

| | | | | |
|---|---|---|---|---|
| Work Authorization No. 1 (Phase I & II) | FY 13 | $ | 728,425.00 | **NOT ISSUED** |
| Work Authorization No. 2 (Phase III) | FY 15 | $ | 1,052,800.00 | **NOT ISSUED** |

| LOCAL PUBLIC AGENCY: | SECTION I & II | SECTION I ONLY | TOTAL |
|---|---|---|---|
| Estimated County Cost: | $ 406,312.50 | $ 1,070,925.76 | $ 1,477,238.26 |
| Estimated City of McAllen Cost: | $ 49,250.00 | $ 180,638.08 | $ 229,888.08 |
| Estimated City of Palmhurst Cost: | $ 141,593.75 | $ - | $ 141,593.75 |
| Estimated City of Alton Cost: | $ 18,468.75 | $ 38,708.16 | $ 57,176.91 |
| **Estimated Total Project LPA Cost:** | **$ 615,625.00** | **$ 1,290,272.00** | **$ 1,905,897.00** |

**COMBINED TOTAL ESTIMATED PROJECT COST FOR SECTION I & II: $ 15,507,631.00 12%**

ESTIMATED COUNTY OR LPA (LOCAL PUBLIC AGENCY) COSTS NOT INCLUDED IN WORK AUTHORIZATIONS $ 124,672.00

State Estimated Costs

LPA Estimated Costs

**AI-41633** **Purchasing Department** **14. C. 1.**

**CC REGULAR**

**Meeting Date:** 12/03/2013

**Submitted For:** Martha Salazar **Submitted By:** Sandy Suarez, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

### CAPTION

Presentation of sole bid received as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contract for Request for Bid titled: Hidalgo County- "Mailing Services" through project No. 2013-203-09-04-SGS.

### BACKGROUND

1. Current contract expires: December 31, 2013
2. New contract will commence on: January 01, 2013
3. Contract document was reviewed and approved by Legal Counsel as to form.

## Fiscal Impact

**FISCAL YEAR:** 2014 **ACCT. #:** 4-1100-419-60-125-010-0-350

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

**BUDGETARY IMPACT:**

Facilities Mgmt - 2014 project, no funding yet. Will be on an "As Needed Basis"

**FISCAL YEAR:** 2014 **ACCT. #:** 4-1100-415-00-200-001-0-535

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

**BUDGETARY IMPACT:**

IT Dept - 2014 project. No funding available yet. Will be on an "As Needed Basis"

## Attachments

Recommendation, tab , participation log

Contract

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 11/26/2013 03:32 PM |
| Budget & Management | Obdett Calzada | 11/26/2013 04:03 PM |
| Auditor's Office | Monica Badillo | 11/27/2013 10:52 AM |

Form Started By: Sandy Suarez Started On: 11/04/2013 04:56 PM

Final Approval Date: 11/27/2013

**Hidalgo County Purchasing Office**
**2812 S. Business Highway 281**
**New Administration Building**
**Edinburg, Texas 78539**
**(956) 318-2626/ Fax: (956) 318-2629**

# MEMORANDUM

**TO:** Daniel Flores
Hidalgo County Facilities Management

**FROM:** Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

**DATE:** September 04, 2013

**RE:** **BID AWARD CONCURRENCE REQUEST**
Bid No. 2013-203-09-04-SGS-Hidalgo County (All Funding Sources)-"Mailing Services"

We have received one (1) response to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copies of the bid response for your review and recommendation.

Please acknowledge by signing below, of your concurrence to award to the Sole bidder meeting all specifications/requirements and return to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 or email: sandy.suarez@co.hidalgo.tx.us by no later than Thursday, September 12, 2013, no later than 10:00 A.M.** in order to place this item on the agenda for propsed Commissioners Court Meeting on October 01, 2013.

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

**COMMENTS/CONCERNS:** - Concur of recommendation to award to Vendor Upper Valley

**BUDGET ACCOUNT #:** 3-1100-419-60-125-010-0-350

| AUTHORIZED SIGNATURE | PRINTED NAME | DEPARTMENT | DATE |
|---|---|---|---|
| | Daniel Flores | 220 | 9/5/13 |

Enclosures

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

# MEMORANDUM

**TO:** Renan Ramirez
Hidalgo County IT Department

**FROM:** Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

**DATE:** September 04, 2013

**RE:** **BID AWARD CONCURRENCE REQUEST**
Bid No. 2013-203-09-04-SGS-Hidalgo County (All Funding Sources)-"Mailing Services"

We have received one (1) response to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copies of the bid response for your review and recommendation.

Please acknowledge by signing below, of your concurrence to award to the Sole bidder meeting all specifications/requirements and return to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 or email: sandy.suarez@co.hidalgo.tx.us by no later than Thursday, September 12, 2013, no later than 10:00 A.M.** in order to place this item on the agenda for propsed Commissioners Court Meeting on October 01, 2013.

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

| **COMMENTS/CONCERNS:** |
|---|
| sole bidder - Upper Valley Mail Services |
| |
| **BUDGET ACCOUNT #:** 3-1100-415-00-200-001-0-535 |

| AUTHORIZED SIGNATURE | PRINTED NAME | DEPARTMENT | DATE |
|---|---|---|---|
| | | | 9/23/13 |

Enclosures

TABULATION SHEET
HIDALGO COUNTY
"MAILING SERVICES"
BID NO.: 2013-203-09-04-SGS

| MAILING SERVICES AND BAR CODING | | |
|---|---|---|
| **Vendors Name** | Upper Valley Mailing Services<br>1418 Beech Ste 109<br>McAllen, TX 78501<br><br>**SOLE BIDDER** | |
| **DESCRIPTION** | **PICK UP AND DELIVERY** | **BAR CODING** |
| Price per Letter Picked Up: | -0- | 0.065 |
| Price per Package Picked Up: | -0- | 0.065 |
| Price per Bulk Picked Up: | -0- | 0.065 |
| **Other Prices, If Applicable, See Below, (i.e., Post Cards, Federal Express, Lone Star Overnight, etc.):** | | |
| Price per Post Card Picked Up: | -0- | 0.052 |
| Price per Federal Express Picked Up: | -0- | -0- |
| Price per Lone Star Overnight Picked Up: | -0- | -0- |
| Price per UPS Package Picked Up: | -0- | -0- |

**HIDALGO COUNTY PURCHASING DEPARTMENT**
**PARTICIPATING BIDDER'S LOG**
**SPECIFICATIONS/BID PACKETS**

**RFB-RFP-RFQ**

**BID OPENING DATE:** September 04, 2013 **BID OPENING TIME:** 9:30 A.M.

**DEPARTMENT/BID DESCRIPTION**: "Mailing Services" **BID NO.:**2013-203-09-04-SGS

| NAME OF VENDOR: COMPANY/FIRM | BID REQUEST *VIA | SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT | DATE | ADDRESS & PHONE NO |
|---|---|---|---|---|
| 1. Quest Mark Information Management, INC Kellyr@qiminic.com | Email | Sandy Suarez | 08-19-13 | 9440 Kirby Drive Houston, TX 77054 Tel 713-662-9022 |
| 2.Harte-Hanks Direct Marketing James_cain@harte-hanks.com | Email | Sandy Suarez | 08-19-13 | 777 Township Line Rd Ste 300, Yardley PA 19067 |
| 3. Upper Valley Mailing Services postman217@aol.com | Email | Sandy Suarez | 08-19-13 | 1418 Beech Ste 109 McAllen, TX 78501 (956) 668-7678 |
| 4. Prime Vendor bids17@prime-vendor.com Erica Russ | Email | Sandy Suarez | 08-19-13 | 4622 Cider Ave. Bldg. 5 Blungimtonw NC. 28403 1-800-746-9554 |
| 5. Texas Mail Center Richard Green rgreen@texasmailcenter.com | Email | Sandy Suarez | 08-19-13 | 624 Krona Dr Ste 125 Plano, TX 75074 |
| 7. FTB Print & Mail Sarrah Soza sarrah@ftbfresno.com | Email | Sandy Suarez | 08-19-13 | 1766 N. Helm Ave., #105 Fresno, CA 93727 |
| 8.Texas Security Force Gonzalo Meza tsf007@sbcglobal.net | Email | Sandy Suarez | 08-19-13 | PO Box 1261 1825 West Rogers Edinburg, Texas 78539 956-316-0553 |
| 9. Pitney Bowes Presort Services Mike Meier michael.meier@pbpresortservice.com | Email | Sandy Suarez | 08-21-13 | P#512-804-0938 x 101 C# 512-786-7601 |

***VIA:**
**IN PERSON (IP)**
**TELEPHONE REQUEST (TR)**
**BIDDER LIST MAIL OUT (BLM)**
**FACSIMILE (FAX)**
**E-MAIL (EM)**

**THE STATE OF TEXAS** §

§

**COUNTY OF HIDALGO** §

**SERVICE CONTRACT**
**C-13-203-12-03**

THIS CONTRACT is made and entered into this 3rd day of **December, 2013** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Upper Valley Mail Services, LLP,** a Texas Limited Liability Partnership. ("Company").

WHEREAS, Company responded to advertised notices for bids for "Mailing Services (on an as needed basis)" (the "Services"); 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 Company's Bid attached hereto as Exhibit "B" (the "Bid Page"), both such exhibits 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 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 agrees 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.

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 County. 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 beginning **January 1, 2014** and ending on **December 31, 2014,** and may be extended at the sole discretion of County for an additional one (1) year period, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

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 the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
**Attn: County Judge**
**1615 S. Closner, Suite J**
**Edinburg, Texas 78539**

If to Company **Upper Valley Mail Services LLP**
**Attn: James Duncan, Co-Owner**
**1418 Beech Ste 109**
**McAllen, Texas 78501**

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of 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).

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:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

# EXHIBIT "A"

# Request for Bid (RFB)
# Procurement Packet

# PURCHASING DEPARTMENT
## County Of Hidalgo

August 19, 2013

Bidder's name

Address

City

State, Zip Code

Re: **Hidalgo County (All Funding Sources, Programs & Entities)**
Request for Bids: **"MAILING SERVICES"**
**Bid No: 2013-203-09-04-SGS**

Dear Gentleman/Ladies:

Enclosed please find a Request for Bids (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the Request for Bids 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/sgs

Enclosures

**Hidalgo County Purchasing Department**
**2812 S. Business Highway 281**
**Edinburg, Texas 78539**
**(956) 318-2626/ Fax: (956) 318-2629**

REQUEST FOR BIDS (RFB)

# TABLE OF CONTENTS

**HIDALGO COUNTY**
**(All funding sources, programs and entities)**

## "MAILING SERVICES"

**RFB NO: 2013-203-09-04-SGS**


| Item | Description | No. of Pages |
|---|---|---|
| 1. | Request for Bid Letter | 1 |
| 2. | Request for Bid, Legal Notice | 8 |
| 3. | Exhibit A, Specifications/Requirements | 3 |
| 4. | Exhibit B, Bid Page | 1 |
| 5. | Exhibit C, Insurance Requirements, | 4 |
| 6. | Exhibit D, CIQ Conflict of Interest Questionnaire | 1 |
| 7. | Vendor/Bidder Application and W-9 form | 6 |
| 8. | Certification Regarding Debarment | 1 |
| 9. | Draft Requirements Agreement | 8 |


The above mentioned items shall be found in the Request for Bids (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

August 19, 2013
Date

# LEGAL NOTICE

## REQUEST FOR BIDS

Hidalgo County
(All funding services, programs & entities)

"Mailing Services"

RFB No.: 2013-203-09-04-SGS

| Bid No: 2013-203-09-04-SGS | Buyer: Sandy Suarez | Tel. No: (956) 318-2626 Ext. 4860 |
|---|---|---|

# REQUEST FOR BIDS

## HIDALGO COUNTY
**(ALL FUNDING SOURCES, PROGRAMS & ENTITIES)**

## "MAILING SERVICES"

**Bid No: 2013-203-09-04-SGS**

## BID OPENING DATE:
## September 04, 2013

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

1. Sealed bids will be received for **HIDALGO COUNTY (ALL FUNDING SOURCES, PROGRAMS & ENTITIES)–"MAILING 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 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: **RFB-2013-203-09-04-SGS HIDALGO COUNTY(ALL FUNDING SOURCES, PROGRAMS & ENTITIES)–"MAILING SERVICES"** and in County's Purchasing Department, physical address: 2812 S. Business Hwy. 281, mailing address: 2812 S. Business 281- New Administration Building, Edinburg, Texas, **on or before 9:30 A.M., Wednesday, September 04, 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 RFB-2013-203-09-04-SGS - HIDALGO COUNTY (ALL FUNDING SOURCES, PROGRAMS & ENTITIES) – "MAILING SERVICES".**

   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 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) and Contract Number
d) Notation - **HIDALGO COUNTY (ALL FUNDING SOURCES, PROGRAMS & ENTITIES) –"MAILING 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:

Hidalgo County Auditor's Office
Ray Eufracio, CPA, County Auditor
2809 S. Bus. Hwy 281
Edinburg, Texas 78539
(956) 318-2511

17. SCHEDULE OF EVENTS

| | |
|---|---|
| **Bid Opening, 9:30 AM** | **SEPTEMBER 04, 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.

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 (30) day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A.) Meet schedules;
B.) Pay any required fees or taxes; or
C.) Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances,

stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in HIDALGO COUNTY, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
**HIDALGO COUNTY**
**(all funding sources, programs & entities)**
**"MAILING SERVICES"**
**BID NO.: 2013-203-09-04-SGS**

To: 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

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by HIDALGO COUNTY for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that HIDALGO COUNTY reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

# EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

# REQUEST FOR BIDS

Hidalgo County
(All funding services, programs & entities)

"Mailing Services"

RFB No.: 2013-203-09-04-SGS

EXHIBIT "A"
HIDALGO COUNTY
(all funding sources, programs & entities)
"MAILING SERVICES"
BID NO. 2013-203-09-04-SGS

The Hidalgo County Purchasing Department is seeking bids from qualified vendors to provide services in accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation. These services will be on an "As Needed Basis".

**The Following are the Minimum Specifications for "Mailing Services" for Hidalgo County (all funding sources, programs & entities):**

1. There will be a daily pick up, bar coding, sorting and delivery **(postage excluded)** of **all** qualifying U.S. Mail (packages, flats, letters, post cards, etc.), including UPS, Federal Express, Lone Star Overnight, non-freight packages, etc. (at no additional cost), with **no minimum daily quantity, and on an "as needed basis".**

2. The postage of all mail will continue to be processed by the Central Mail Room. The standard operating procedures for both the Hidalgo County Courthouse and Administration Building to date; has been that the Facilities Management personnel picks up the departments outgoing mail on a daily basis and delivers it to the Central Mail Room, where it is stamped. Vendor shall inform the Central Mail Room personnel of any special mail rates (i.e., postcards, over-night packages, etc.) to ensure that all reduced rates that the vendor receives are passed onto Hidalgo County.

3. Mailing Service shall be by an **insured and bonded carrier.** All mail will be picked up and delivered on **all** government operating days; on a set daily pick-up and delivery time (schedule). The departments opting to receive this mail pick up service shall coordinate with service provider. Once a schedule is agreed upon, there shall be no deviations in the routine without the department's prior consent.

4. Mail will be picked up from the Central Mail Room located at the Hidalgo County Courthouse in Edinburg **and all** of the opting Hidalgo County departments and programs (i.e., satellite locations, WIC Offices, Precinct Offices, CSA, and Head Start sites, etc) requesting mailing services, on an **"as needed basis".**

5. The mail will be processed and delivered as applicable (i.e., 1st class, standard mail, 3rd Class, international, parcel post, priority mail, express mail and USPS bulk rate drop) to the post office location which is most advantageous to Hidalgo County (either the Edinburg or McAllen Post Office) on the same day the mail is picked up.

6. The awarded bidder shall submit to Hidalgo County a detailed monthly invoice of daily mailing services.

7. The awarded bidder shall sort all bar code:
   a) All qualifying envelopes and flats, from one (1) ounce to one (1) pound;
   b) Post Cards (at a special mailing rate of defray the bar coding cost); and
   c) Packages exceeding one (1) pound.

DRAFT

**TERMS AND CONDITIONS:**

1. The initial term of the contract shall be for the period beginning ***January 1, 2014*** and ending on ***December 31, 2014*** and may be extended at the sole discretion of Hidalgo County for an additional one (1) year term under the same rate, terms and conditions.

2. Hidalgo County reserves the right to extend the contract for an additional sixty (60) day grace period at the end of the contract term due to unforeseen delay in the procurement of subsequent bid process.

3. The bidder who is awarded will ensure with a **written guarantee** that **all** qualifying mail is picked up and delivered promptly on a daily, and on an "**as needed,**" basis.

4. Arrangements will be made by the awarded bidder on the set daily time for mail to be picked up with each of the respective departments of Hidalgo County requesting mailing services.

5. The bidder who is awarded will ensure that all insurance documentation as per Exhibit "C" will be submitted to the Hidalgo County Purchasing Department on a timely manner.

6. Bid prices are to remain **firm** from BID AWARD DATE through the termination of the contract.

7. **All cost and expenses associated with the preparation and submission of (RFBs, proposals, statements of qualifications (RFQ) and quotes shall be the responsiblitiy of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.**

8. The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a sixty (60) day written notice prior to any cancellation.

9. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in it's best interest to do so.

10. 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.

11. The successful bidder will indemnify and hold harmless the County, and its officers, officials, and employees, agents and attorneys for any and all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.

12. 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.

13. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

DRAFT

**ADDITIONAL INFORMATION:**

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding the RFB's be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Bus. Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**

**ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE OR VIA E-MAIL to sandy.suarez@co.hidalgo.tx.us , BY NO LATER THAN 5:00P.M. on August 28, 2013, to (956) 318-2629.** Responses to said questions will be sent to all participating vendors via facsimile or e-mail by **August 30, 2013.**

DRAFT

# EXHIBIT "B"

## BID PAGE

## REQUEST FOR BIDS

Hidalgo County
(All funding services, programs & entities)

"Mailing Services"

RFB No.: 2013-203-09-04-SGS

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY
(all funding sources, programs & entities)
"COUNTYWIDE MAILING SERVICES"
BID NO.: 2013-203-09-04- SGS

| MAILING SERVICES AND BAR CODING | | |
|---|---|---|
| **DESCRIPTION** | **PICK UP AND DELIVERY** | **BAR CODING** |
| Price per Letter Picked Up: | | |
| Price per Package Picked Up: | | |
| Price per Bulk Picked Up: | | |
| **Other Prices, If Applicable, See Below, (i.e., Post Cards, Federal Express, Lone Star Overnight, etc.):** | | |
| Price per Post Card Picked Up: | | |
| Price per Federal Express Picked Up: | | |
| Price per Lone Star Overnight Picked Up: | | |
| Price per UPS Package Picked Up: | | |

**NOTE: Vendor is to provide a Price Schedule to facilitate the tabulation of the bid received. The term of the contract will be effective January 1, 2014, subject to Commissioner's Court approval through December 31, 2014. Hidalgo County also reserves the option to extend the contract for an additional one (1) year renewal under the same rates/fees, terms, and conditions.**

**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.**

*INTERNAL USE ONLY: Commodity Code# 915-58*

Bidders Name:_____

Address:_____

City/State/Zip Code: _____

Phone №:_____ Fax №:_____

Authorized Signature:_____

Printed Name:_____ Date:_____

Title:_____ Email:_____

# EXHIBIT "C"

INSURANCE REQUIREMENTS

## REQUEST FOR BIDS

Hidalgo County
(All funding services, programs & entities)

"Mailing Services"

RFB No.: 2013-203-09-04-SGS

# EXHIBIT "C"

## Insurance Requirements
## Applicable to the Acquisition of Goods and /or Services
## (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

**Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).** Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

| ACORD | CERTIFICATE OF INSURANCE | DATE (MM/DD/YY) |
|---|---|---|

| PRODUCER | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |
|---|---|
| | INSURERS AFFORDING COVERAGE |
| INSURED | INSURER A: |
| | INSURER B: |
| | INSURER C: |
| | INSURER D: |
| | INSURER E: |

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|
| A | **GENERAL LIABILITY**<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 | $ |
| | | | | | DUCTS – 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-TORY LIMITS ☐ OTHER | |
| | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | E.L. DISEASE-EA EMPLOYEE | $ |
| | | | | | E.L. DISEASE-POLICY LIMIT | $ |
| | **OTHER** | | | | | |

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.**

| CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION |
|---|---|
| **Hidalgo County**<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 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 PAGE MUST BE SUBMITTED WITH BID)**

# 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

**(THIS PAGE MUST BE SUBMITTED WITH BID)**

# EXHIBIT "D"

CIQ FORM
CONFLICT OF INTEREST QUESTIONNAIRE

## REQUEST FOR BIDS

Hidalgo County
(All funding services, programs & entities)

"Mailing Services"

RFB No.: 2013-203-09-04-SGS

# EXHIBIT "D"

## CONFLICT OF INTEREST QUESTIONNAIRE

**FORM CIQ**

**For vendor or other person doing business with local governmental entity**

**This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

| OFFICE USE ONLY |
| --- |
| Date Received |

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

# VENDOR'S APPLICATION & W-9 FORM

## REQUEST FOR BIDS

Hidalgo County
(All funding services, programs & entities)

"Mailing Services"

RFB No.: 2013-203-09-04-SGS

# HIDALGO COUNTY
# PURCHASING DEPARTMENT
# Bidder/Vendor Application

**Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us**

| |
|---|
| Company Name: Telephone No. ( ) |
| dba Name: |
| Legal Name: |
| Mailing Address : Fax No. ( ) |
| Physical Address: |
| City, State, Zip Tax I.D. No. |
| Remit to Address : City, State, Zip |
| E-Mail Address: |
| Representative(s) Name(s) & Title(s) |
| Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify<br>State Identification No._____ (Please attached completed W-9 form with this application)<br>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)<br>Small Business: Disadvantaged Business (At Least 51% Ownership)<br>☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American<br>☐ Less than 250,000 annual gross receipt ☐ HispanicAmerican ☐ Women<br>☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other<br>☐ More than 500,000 annual gross receipt<br>Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No<br>Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No |
| What type of product(s) is/are solicited by your company?:<br>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):<br>Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.: |

Revised12/14/06

## HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

## LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: %
(List HUB Subcontractor information below).

---

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:

Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:

Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

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

## REQUEST FOR BIDS

Hidalgo County
(All funding services, programs & entities)

"Mailing Services"

RFB No.: 2013-203-09-04-SGS

**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.

# EXHIBIT "B"

# BID PAGE

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY
(all funding sources, programs & entities)
"COUNTYWIDE MAILING SERVICES"
BID NO.: 2013-203-09-04- SGS

| MAILING SERVICES AND BAR CODING | | |
|---|---|---|
| **DESCRIPTION** | **PICK UP AND DELIVERY** | **BAR CODING** |
| Price per Letter Picked Up: | -0- | 0.065 |
| Price per Package Picked Up: | -0- | 0.065 |
| Price per Bulk Picked Up: | -0- | 0.065 |
| **Other Prices, If Applicable, See Below, (i.e., Post Cards, Federal Express, Lone Star Overnight, etc.):** | | |
| Price per Post Card Picked Up: | -0- | 0.052 |
| Price per Federal Express Picked Up: | -0- | |
| Price per Lone Star Overnight Picked Up: | -0- | |
| Price per UPS Package Picked Up: | -0- | |

**NOTE: Vendor is to provide a Price Schedule to facilitate the tabulation of the bid received. The term of the contract will be effective January 1, 2014, subject to Commissioner's Court approval through December 31, 2014. Hidalgo County also reserves the option to extend the contract for an additional one (1) year renewal under the same rates/fees, terms, and conditions.**

**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.**

OPENED
9/4/13
9:40am
Witnessed

*INTERNAL USE ONLY: Commodity Code# 915-58*

Bidders Name: Upper Valley Mail Services LLP
Address: 1418 Beech Ste 109
City/State/Zip Code: McAllen TX 78501
Phone №: 956-668-7678 Fax №: 956-630-0825
Authorized Signature: James Duncan
Printed Name: JAMES DUNCAN Date: 09/03/2013
Title: CO-OWNER Email: Postman 217 @ AOL.COM

# EXHIBIT "C"

# CERTIFICATE OF INSURANCE

UPPEVAL-01 SINGHSU

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/4/2013

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: | |
|---|---|---|
| Willis of Texas, Inc.<br>c/o 26 Century Blvd.<br>P.O. Box 305191<br>Nashville, TN 37230-5191 | PHONE (A/C, No, Ext): (877) 945-7378 | FAX (A/C, No): (888) 467-2378 |
| | E-MAIL ADDRESS: | |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : American States Insurance Company of Texas | 19712 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED

Upper Valley Mail Services LLP
1418 Beech Ste 109
McAllen, TX 78501

**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 | | | 25CC2673025 | 2/22/2013 | 2/22/2014 | 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>$ 1,000,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>ALL OWNED AUTOS<br>HIRED AUTOS<br>SCHEDULED AUTOS<br>NON-OWNED AUTOS | | | 01CH1903365 | 2/22/2013 | 2/22/2014 | 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>$ |
| | UMBRELLA LIAB OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | | WC STATU-TORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$<br>$ |

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

**CERTIFICATE HOLDER**

Hidalgo County
Attn: Purchasing Department
2812 S. Highway Business 281
Edinburg, TX 78539

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD

# CERTIFICATE OF LIABILITY INSURANCE

BCB R022

DATE (MM/DD/YYYY) 11/19/2013

THIS CERTIFICATEIS 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 SUBROGATIONIS 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 TEXAS INC/PHS
810215 P:(888) 474-5987 F:(877) 905-0457
PO BOX 33015
SAN ANTONIO TX 78265

CONTACT NAME:
PHONE (A/C, No, Ext): (888) 474-5987 FAX (A/C, No): (877) 905-0457
E-MAIL ADDRESS:

| INSURER(S) AFFORDING COVERAGE | NAIC# |
|---|---|
| INSURER A: Hartford Underwriters Ins Co | |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

**INSURED**

UPPER VALLEY MAIL SERVICES
1418 BEECH AVE STE 109
MCALLEN TX 78501

**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 | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ALL OWNED AUTOS / 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 $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N | N/A | | 65 WEC GE8018 | 07/19/2013 | 07/19/2014 | X WC STATU-TORY LIMITS / OTH-ERS | |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. EACH ACCIDENT | $500,000 |
| | | | | | | | E.L. DISEASE- EA EMPLOYEE | $500,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (MAX Line Length is 79; Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Those usual to the Insured's Operations.

**CERTIFICATE HOLDER**

Hidalgo County
Attn: Purchasing Department
2812 S HIGHWAY BUSINESS 281
EDINBURG, TX 78539

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**AI-42003** **Closed Session 15. C.**

**CC REGULAR**

**Meeting Date:** 12/03/2013

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

**Department:** EXECUTIVE OFFICE

## Information

### CAPTION

C-6392-13-I; San Juanita Saldana, et al v. Hidalgo County and Hidalgo County Elections Administrator

### BACKGROUND

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 11/26/2013 04:51 PM |
| Purchasing Department | Monica Badillo | 11/27/2013 10:52 AM |

Form Started By: Monica Badillo Started On: 11/26/2013

Final Approval Date: 11/27/2013

**AI-42005** **Closed Session 15. D.**

**CC REGULAR**

**Meeting Date:** 12/03/2013

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

**Department:** EXECUTIVE OFFICE

## Information

### CAPTION

Civil Action No. 7:13-CV-00496; Adriana Mora as Next Friend of Brian Mora Valadez, incapacitated v. Hidalgo County, Texas

### BACKGROUND

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 11/26/2013 04:51 PM |
| Purchasing Department | Monica Badillo | 11/27/2013 10:52 AM |

Form Started By: Monica Badillo Started On: 11/26/2013

Final Approval Date: 11/27/2013

**AI-41978** **Closed Session 15. E.**

**CC REGULAR**

**Meeting Date:** 12/03/2013

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

**Department:** EXECUTIVE OFFICE

## Information

### CAPTION

C-1989-12-B Domingo Gonzalez v. County of Hidalgo, in the 93rd Judicial District Court of Hidalgo County, Texas

### BACKGROUND

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 11/26/2013 10:48 AM |
| Purchasing Department | Monica Badillo | 11/27/2013 10:52 AM |

Form Started By: Monica Badillo Started On: 11/25/2013 02:49 PM

Final Approval Date: 11/27/2013

**AI-41975** **Closed Session 15. F.**

**CC REGULAR**

**Meeting Date:** 12/03/2013

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

**Department:** EXECUTIVE OFFICE

## Information

### CAPTION

Subrogation Claim Against Noe Vela-Castillo

### BACKGROUND

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 11/26/2013 10:48 AM |
| Purchasing Department | Monica Badillo | 11/27/2013 10:52 AM |

Form Started By: Monica Badillo Started On: 11/25/2013 02:43 PM

Final Approval Date: 11/27/2013

**AI-42004** **Open Session 16. C.**

**CC REGULAR**

**Meeting Date:** 12/03/2013

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

**Department:** EXECUTIVE OFFICE

## Information

### CAPTION

C-6392-13-I; San Juanita Saldana, et al v. Hidalgo County and Hidalgo County Elections Administrator

### BACKGROUND

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 11/26/2013 04:51 PM |
| Purchasing Department | Monica Badillo | 11/27/2013 10:52 AM |

Form Started By: Monica Badillo Started On: 11/26/2013

Final Approval Date: 11/27/2013

**AI-42006** **Open Session 16. D.**

**CC REGULAR**

**Meeting Date:** 12/03/2013

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

**Department:** EXECUTIVE OFFICE

## Information

### CAPTION

Civil Action No. 7:13-CV-00496; Adriana Mora as Next Friend of Brian Mora Valadez, incapacitated v. Hidalgo County, Texas

### BACKGROUND

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 11/26/2013 04:51 PM |
| Purchasing Department | Monica Badillo | 11/27/2013 10:52 AM |

Form Started By: Monica Badillo Started On: 11/26/2013

Final Approval Date: 11/27/2013

**AI-41979** **Open Session 16. E.**

**CC REGULAR**

**Meeting Date:** 12/03/2013

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

**Department:** EXECUTIVE OFFICE

## Information

### CAPTION

C-1989-12-B Domingo Gonzalez v. County of Hidalgo, in the 93rd Judicial District Court of Hidalgo County, Texas

### BACKGROUND

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 11/26/2013 10:48 AM |
| Purchasing Department | Monica Badillo | 11/27/2013 10:52 AM |

Form Started By: Monica Badillo Started On: 11/25/2013 02:50 PM

Final Approval Date: 11/27/2013

**AI-41976** **Open Session 16. F.**

**CC REGULAR**

**Meeting Date:** 12/03/2013

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

**Department:** EXECUTIVE OFFICE

## Information

### CAPTION

Subrogation Claim Against Noe Vela-Castillo

### BACKGROUND

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 11/26/2013 10:48 AM |
| Purchasing Department | Monica Badillo | 11/27/2013 10:52 AM |

Form Started By: Monica Badillo Started On: 11/25/2013 02:44 PM

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