AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
April 22, 2014
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at 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

7. **Justices of the Peace:**

A. **AI-44105** J.P. Pct. #2, Pl. 2 - Rosa Trevino:
Requesting approval to reimburse JP Rosa Trevino, in accordance with Elected Official Exiting Policy procedures, the amount of $ 598.21 for travel expenses incurred while attending training seminar in San Antonio, Texas on March 23-26, 2014

8. **District Attorney's Office - Roy Cazares:**

A. **AI-44154** Approval of appropriation of funds for the Grand Jury Account in the amount of $110,000.00.

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-43984** Presentation and approval of a Proclamation declaring April 21st - 26th, 2014 as CDBG week.

B. **AI-44173** Request approval to rescind action taken by Hidalgo County Commissioner's Court on April 15, 2014 (Item 14-E) approving the acquisition of Parcel #15.

C. **AI-44024** Requesting approval to rescind action previously taken by County Commissioners' Court on March 4, 2014 under AI # 43222 for the purchase of fire station equipment (spreaders, quick kick ram support and twinline hose) from Wilson Fire Rescue for the Mercedes Fire Department.

D. **AI-44004** Requesting approval of a new Internal Monitoring Policy (Plan) for the Urban County Program.

E. **AI-43999** Requesting approval of the revised Urban County Program HOME– Owner Occupied Rehabilitation Program Policies and authorization to revise as necessary.

F. **AI-43998** Requesting approval of the revised Urban County Program HOME– Homebuyer Assistance Program Policies and authorization to revise as necessary.

G. **AI-44132** Approval to Amend the Advisory Council By-Laws calling for an annual meeting and/or when written request is submitted by chairman

H. **AI-44155** Approval of land acquisition of Parcels # 13, 19, 24, and 49 for the Delta Area Connector/East Lateral Project (GLO 12-406-000-6453/DRS210068).

11. **Elections Administration - Yvonne Ramon:**

A. **AI-44178** 1. Appointment of the Early Voting Ballot Board for the May 27, 2014 Primary Runoff Election.
2. Appointment of the Central Counting Station for the May 27, 2014 Primary Runoff Election.

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

A. **AI-44166** 1. Preliminary Approval with Variance Request
a. Samantha Subdivision – Pct. 3 (Juan Ortiz)

2. Preliminary Approval
a. Marely Subdivision – Pct. 3 (Carolina Barrera)
b. Anali Subdivision – Pct. 3 (Osbel Flores)

3. Final Approval
a. Terry Palms Subdivision – Pct. 4 (Kyle Ruppert)

4. Final Approval with Financial Guarantee
a. El Ramadero Subdivision – Pct. 4 (O.S.Wyatt, Jr.)

5. Reimbursement of Financial Guarantee
a. Las Estrellas Phase I – Pct. 3 (CWL Limited)
b. Las Estrellas Phase II – Pct. 3 (CWL Limited)
c. Las Estrellas Phase III – Pct. 3 (CWL Limited)
d. Las Estrellas No. IV Subdivision – Pct. 3 (CWL Limited)

13. **Precinct #1 - Comm. Cuellar:**

A. **AI-44135** 1. Approval and acceptance for Judge Garcia to sign Agreed Order# 2014-0248-MWD-E from Texas Commission on Environmental Quality (TCEQ).

2. Requesting approval of payment in the amount of $1,800 to TCEQ Agreed Order# 2014-0248-MWD-E with authority for County Treasurer to issue check after review and auditing procedures are completed by County Auditor.

14. **Precinct #2 - Comm. H. Palacios:**

A. **AI-44182** Appointment of Mr. Andrew A. Canon to the Hidalgo County Commuter Rail District (HCCRD).

B. **AI-44164** Discussion, consideration and approval to purchase a certain tract of land also known as Parcel 4 & 5, Minnesota Drainage Project.

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

A. **AI-44118** Precinct No.3 (1200):
1. Approval of 2014 interdepartmental transfer from COUNTYWIDE program (030) to Precinct No.3 program (106) in the total amount of $390,000.00

2. Approval to issue check payable to City of Mission (Fiduciary Agent as per ICA) in the amount of $390,000.00 for Hidalgo County's contribution towards the Taylor Road improvement project as per Interlocal Cooperation Agreement between City of McAllen, City of Mission and Hidalgo County with the County Treasurer to issue check after review and processing procedures are completed by the County Auditor.

16. **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-44163** Recommendation by grading committee for Commissioners Court to to reject proposals received on 03/19/14 in connection with RFP/Q 2014-061-03-19: "Financial Advisory Services-Hidalgo County" (as it is in the best interest of Hidalgo County to attract and encourage more participation by qualified and interested firms) including the re-advertisement of project with modified notices, including approval of complete procurement packet as attached hereto.

2. **AI-44148** a. Approval to reject sole response received in connection to: RFP-"Real Estate Broker Services" Project for Hidalgo County and authority to re-advertise same;

b. Acceptance and approval of recommended changes by Evaluation Committee to procurement requirements as detailed in the email attached hereto;

c. Approval of same selected/designated Evaluation Committee for the "Real Estate Broker Services" project.

3. **AI-43843** Presentation of lowest and best bid received (from the most responsible vendor) as detailed in tabulation sheet contained herein and meeting all specifications and/or requirements for the purpose of award and approval of contract for Request for Bid titled:Hidalgo County -"SS-1 Emulsified Asphalt and Delivery Services" to Ergon Asphalt & Emulsions, Inc. through project No.: 2014-038-03-09-SGS.

4. **AI-44063** A. Requesting clarification/correction of AI#20245-CC 10-25-11 to reflect term of agreement was erroneously captioned as one (1) year when BuyBoard Cooperative Contract automatic annual renewal;

   B. Ratification by HCCC of annual renewal of Superior Alarms through BuyBoard contract #325-09 from 10-26-12 through 04-14-14;

   C. Approval to continue services provided through Superior Alarms through BuyBoard contract #401-12

   D. Acceptance and Approval to process invoices for the following elected offices, departments;

   1. John Austin Pena Primary Care and Substance Abuse Treatment Facility
   2. Precinct No. 2

5. **AI-44134** **Hidalgo County - FIRE MARSHAL OFFICE:**

   A. Requesting exemption from competitive bidding requirements, Texas Local Gov. Code, 262.024(a)(7)(A)(D)-'an item that can be otained from only one source', items for which competition is precluded because of the existence of patents, copyrights, secret processess, or monopolies', 'captive replacement parts or components for equipment';

   B. Acceptance and approval of a "Sole Source Declaration" with Taser International/Taser Brand Product of Texas for the purchase of products and/or services commencing with Hidalgo County Fire Marshal's Office through requisition #251213 for the amount of $7,299.69 for the purchase of Taser Equipment and or Components as requested with the sole declaration to remain in effect unless revoked by Hidalgo County Commissioners Court.

B. **Pct. 2**

1. **AI-44160** Approval of the following requisition listed for operating expenditures exceeding $7,500:

Program	Requisition No.	Vendor	Amount	Item
Valley Blvd Rd Prj	255557	Frontera Materials Inc.	$32,016.00	Asphalt for Rd Project

2. **AI-44146** Requesting acceptance and approval of Work Authorization No. 10 (with an estimated cost of $2,971.50) as submitted by Millennium Engineers Group., Contract# C-13-185-06-18, for Construction Material Testing services for the Valley Blvd Road Project.

C. Sheriff's Office

1. **AI-44001** Acceptance and approval of the final negotiated contract with Dr. Marin Garza for "Professional Physician Services for Hidalgo County Inmates" project RFQ 2014-009-03-26-YZV.

2. **AI-44090** Acceptance and approval as submitted by Captain Richard Ozuna from Hidalgo County Sheriff's Office for Motorola of "Change Order No. 2 Request" to delete all remaining mobile radio programming and installation services with the exception of 25 mobile radios and add four APX7500 dual Band Encrypted Consolettes including the programming and installation which has no fiscal impact on this agenda item and/or the terms and/or amount of the Lease-Purchase Agreement (approved-CC-10-23-12 for AI#34857) thru the H-GAC Contract #RA05-12 (County assigned Contract #C-12-270-10-23).

D. IT Department:

1. **AI-44059** **IT Countywide Dept.:**
Acceptance and approval of the previously approved 40 hours technical support renewal (cc approved on 02/26/13-AI#36844) to reflect the additional 12 hours as expanded by the IT Dept. as necessary and required but not included in the original statement of work (SOW) through our membership/participation with (DIR) Department of Information Resources awarded vendor Insight Public Sector, Inc. DIR-SDD-1369, thus allowing original purchase order #689159 to be increased including the authority for County Judge and/or Elected Official to execute the "Change Request Form".

17. 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-44138 Claim of Israel Mena

18. Open Session:

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. **AI-44139** Claim of Israel Mena

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

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

21. **Adjourn**

AI-44105 **Justices of the Peace 7. A.**

CC - REGULAR

Meeting Date: 04/22/2014

Submitted For: Rachel - JP Trevino **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

J.P. Pct. #2, Pl. 2 - Rosa Trevino:
Requesting approval to reimburse JP Rosa Trevino, in accordance with Elected Official Exiting Policy procedures, the amount of $ 598.21 for travel expenses incurred while attending training seminar in San Antonio, Texas on March 23-26, 2014

BACKGROUND

Amount exceeds $ 500.00 limit.
4-1100-412-00-064-001-0-583

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-412-00-064-001-0-583

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

BUDGETARY IMPACT:

Available balance as of 4-16-14 $1,413.92

Attachments

travel

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/16/2014 10:05 AM
Manuel Chapa	Manuel Chapa	04/16/2014 01:31 PM
Purchasing Department	Monica Badillo	04/17/2014 02:23 PM

Form Started By: Monica Badillo Started On: 04/15/2014 10:28 AM

Final Approval Date: 04/17/2014

HIDALGO COUNTY, TEXAS
OUT - OF - COUNTY
FINAL TRAVEL EXPENSE CLAIM

EMPLOYEE NAME: Rosa E. Trevino — DEPARTMENT: J.P. Pct. 2 Pl. 2

TRAVEL TO CITY: San Antonio — STATE: Texas

DEPARTURE DATE: 3/23/2014 — RETURN DATE: 3/26/2014

TIME OF DEPARTURE: 10:00 AM — TIME OF RETURN: 5:00 PM

PURPOSE OF TRIP: Mandatory 20 Hour Seminar for Justice of the Peace

I. REIMBURSEMENT FOR EXPENDITURES MADE ON ACCOUNT OF OFFICE BUSINESS:

	DATES OF TRAVEL FOR YEAR						2014
	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	
DESCRIPTION OF TRIP	3/23	3/24	3/25	3/26	3/27	3/28	TOTALS
Airline / Bus / Train							$ -
Car Rental							-
Gasoline for Car Rental							-
Personal Car Mileage ODOMETER READINGS:	Beginning Mileage:	39,857	Ending Mileage:	40,354	TOTAL MILEAGE: 497	(MILEAGE RATE) 0.560	278.32

NOTE: Mileage is calculated on a point-to-point basis using "Mapquest". Reasonable incidental travel may be reimbursed when the traveler provides specific address destination points by using "Mapquest" to determine mileage. The most direct distance to the destination will be allowed. Any out-of way or unreasonable travel distance as determined by the County Auditor will be at the expense of the traveler.

Hotel (Excluding Meals)	63.63	63.63	63.63				190.89
Parking / Tolls							-
Taxi and Other Ground Transportation							-
Telephone							-
Registration Fees							-
MEALS (based upon actual charges)		NOTE: When traveling out of state trip and claiming actual meal expenes, receipts must be provided for all days of travel. If not reimburement will be based on the $39 per diem.					
Type of Travel (In State =1 /Out of State =2)	1						
With Receipts = 1 / Without Receipts = 2	2	2	2	2			
Breakfast ($9 per diem)							
Lunch ($12 per diem)							
Dinner ($18 per diem)							
Total Actual Meal Expense							
Total Allowable Meal Expense per County Policy (County Employee)	30.00	39.00	39.00	21.00			129.00
Other (Please explain below):							-
Explanation Notes:							

II. Travel Expenditures paid by COUNTY CHECK or COUNTY CREDIT CARD that were NOT advanced to employee. (I.e. Airfare, Hotel accommodations, Car Rentals, Registration)

Payee Name	Expense Type	Check No./ PO. No.	Amount
Total			$ -

TOTAL FROM T-4 CONTINUATION FORM	-
TOTAL ALLOWABLE EXPENDITURES	$ 598.21
AMOUNTS ADVANCED TO EMPLOYEE ON :	
TRAVEL EXPENDITURES PAID BY COUNTY CK OR COUNTY CREDIT CARD NOT ADVANCED TO EMPLOYEE	-
REMIT TO ME	$ 598.21
REMITTED TO COUNTY TREASURER ON	
TREASURER RECEIPT NO.	$ 0.00

I hereby certify that the above information is true and correct to the best of my knowledge. The above funds were used solely for official County business. I have not and do not anticipate to receive reimbursement for the above listed travel expenditures from another source.

EMPLOYEE SIGNATURE — DATE

APPROVED BY: DIVISION DIRECTOR/SUPERVISOR — DATE

APPROVED FOR PAYMENT BY: DEPARTMENT HEAD

4-1100-41-00-064-001
GENERAL LEDGER ACCOUNT NUMBER

COUNTY AUDITOR'S FORM: T.1.4 (01/14)

Note: This report is due no later than 20 calendar days of return from travel.

TEXAS STATE UNIVERSITY
TEXAS JUSTICE COURT TRAINING CENTER

TO ALL TO WHOM THESE PRESENTS MAY COME, GREETING:
BE IT KNOWN THAT

ROSA E. TREVINO

HAS SUCCESSFULLY COMPLETED THE

20 HOUR JUSTICE OF THE PEACE SEMINAR

March 23, 2014 - March 26, 2014

AS PROVIDED BY RULES PROMULGATED BY THE
TEXAS COURT OF CRIMINAL APPEALS
2013 - 2014

Executive Director

Chairman, Justice of the Peace Education C

OMNI HOTELS®

OMNI SAN ANTONIO HOTEL
9821 COLONNADE BLVD
SAN ANTONIO TX 78230
Tele- 210-691-8888 **Fax-** 210-691-1128

TREVINO, ROSA E.

Room Number: 701
Daily Rate. 109
Room Type: DQQ
No. of Guests: 1 / 0

ARRIVAL	DEPARTURE	CREDIT CARD	RATE CODE	MKT GROUP	ACCOUNT
03/23/14	03/26/14		GGOVT	GGOVT	14301326966

DATE	ROOM NO.	DESCRIPTION	REFERENCE	AMOUNT
03/23/14	701	ROOM CHARGE	#701 TREVINO, ROSA E.	$54.50
03/23/14	701	CITY TAX	CITY TAX	$4.91
03/23/14	701	COUNTY TAX	COUNTY TAX	$0.95
03/23/14	701	STATE OCCUPANCY TAX @ 6%	STATE OCCUPANCY TAX @ 6%	$3.27
03/24/14	701	VALET PARKING	#14573	$12.00
03/24/14	701	ROOM CHARGE	#701 TREVINO, ROSA E.	$54.50
03/24/14	701	CITY TAX	CITY TAX	$4.91
03/24/14	701	COUNTY TAX	COUNTY TAX	$0.95
03/24/14	701	STATE OCCUPANCY TAX @ 6%	STATE OCCUPANCY TAX @ 6%	$3.27
03/25/14	701	BOLO'S RESTAURANT	701/4125/10:07/BOLO'S RESTAURANT	$20.40
03/25/14	701	BOLO'S RESTAURANT	701/4155/20:38/BOLO'S RESTAURANT	$6.50
03/25/14	701	ROOM CHARGE	#701 TREVINO, ROSA E.	$54.50
03/25/14	701	CITY TAX	CITY TAX	$4.91
03/25/14	701	COUNTY TAX	COUNTY TAX	$0.95
03/25/14	701	STATE OCCUPANCY TAX @ 6%	STATE OCCUPANCY TAX @ 6%	$3.27
03/26/14	701	VISA	VISA	($229.79)

TOTAL DUE: $0.00

AI-44154 **District Attorney 8. A.**

CC - REGULAR

Meeting Date: 04/22/2014

Submitted By: Roy Cazares, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

Approval of appropriation of funds for the Grand Jury Account in the amount of $110,000.00.

BACKGROUND

Monies will be used to pay for services relating to the confiscated voting machines.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-412-20-080-001-0-350

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $110,000.00

Attachments

GJFGP

GJBA

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/16/2014 03:15 PM
Manuel Chapa	Manuel Chapa	04/17/2014 11:52 AM
Purchasing Department	Monica Badillo	04/17/2014 02:23 PM

Form Started By: Roy Cazares Started On: 04/16/2014 02:02 PM

Final Approval Date: 04/17/2014

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

April 1, 2014

Honorable Rene Guerra
Hidalgo County Criminal District Attorney
Courthouse, 3rd Floor
100 N. Closner
Edinburg, Texas 78539

Re: Forfeitures of Gambling Proceeds

Dear Mr. Guerra:

This letter is to notify you of funds reserved in the General Fund that represent seizures of gambling proceeds, criminal instruments and other contraband. These funds have been reserved because their use is restricted to the grand jury program of the County under Article 18.18 of the Texas Code of Criminal Procedure. The total amount reserved as of December 31, 2013 is $140,093.19 as follows:

Year	Receipt No.	Revenues	Expenditures	Amount Reserved
1996 and prior		-	-	$ 3,321.59
1997	A53491, A54676	$ 14,796.73	-	14,796.73
1998	A59649	2,846.16	$ 5,308.76	(2,462.60)
1999	A62617	9,230.00	-	9,230.00
2002	A78869	73,454.58	6,720.50	66,734.08
2003	A80219	116.19	-	116.19
2007		-	3,000.00	(3,000.00)
2008	A120481	11,792.45	-	11,792.45
2009	A127106, A127176	2,495.69	-	2,495.69
2010		-	-	-

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.

Year	Receipt No.	Revenues	Expenditures	Amount Reserved
2011		-	-	-
2012		13,435.56	-	13,435.56
2013		23,633.50	-	23,633.50
		$151,800.56	$ 15,029.26	$140,093.19

If additional funds are required for the grand jury program during the current year, please contact the Department of Budget and Management to budget from the remaining reserved funds in order to properly expend these funds in compliance with Article 18.18 of the Texas Code of Criminal Procedure.

Sincerely,

Raymundo Eufracio, CPA
Hidalgo County Auditor

CC: Mr. Sergio Cruz, Budget Officer

DATE: April 22, 2014

2014

DEPARTMENT HEAD: Rene Guerra, Criminal District Attorney

DEPARTMENT NAME: District Attorney's Office

ACCOUNT NUMBER: 4-1100-412-00-080-001-0-XXX - Grand Jury

Contact Person: Roy Cazares **Ph#: 318-2300**

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
4-1100-412-20-080-001-0-350	Other Services	110,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**110,000.00**

REASON: Monies will be used to pay for services relating to the investigation of the confiscated voting machines.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-43984 **Urban County 10. A.**

CC - REGULAR

Meeting Date: 04/22/2014

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

Department: URBAN COUNTY

Information

CAPTION

Presentation and approval of a Proclamation declaring April 21st - 26th, 2014 as CDBG week.

BACKGROUND

The U.S. Department of HUD is commemorating its 40 years of serving America's cities and urban counties through its CDBG Program.

Attachments

Agenda Backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/08/2014 03:24 PM
Purchasing Department	Monica Badillo	04/17/2014 02:23 PM

Form Started By: Mary Flores Started On: 04/08/2014 01:27 PM

Final Approval Date: 04/17/2014

HIDALGO COUNTY
NATIONAL COMMUNITY DEVELOPMENT WEEK

WHEREAS, **the week of April 21-26, 2014 has been designated as NATIONAL COMMUNITY DEVELOPMENT WEEK by the National Community Development Association to celebrate the Community Development Block Grant (CDBG) Program and the HOME Investment Partnerships (HOME) Program; and**

WHEREAS, **the CDBG Program provides annual funding and flexibility to local communities to provide decent, safe, and sanitary housing, a suitable living environment and economic opportunities to low-and moderate income people; and**

WHEREAS, **the HOME Investment Partnerships (HOME) Program provides funding to local communities to create decent, safe, affordable housing opportunities for low-and moderate income persons with over one million units of affordable housing completed to date using HOME funds; and**

WHEREAS, **over the past five years, the County of Hidalgo has received a total of $40,654,744.00 in CDBG funds and $ 11,636,854.00 in HOME funds; and**

WHEREAS, **the County of Hidalgo through its 18 participating cities and 4 precincts have expensed their funding on high priority activities such as street, park, drainage, water and sewer improvements, installation of solar lighting and funding numerous non-profit organizations providing a service to low-and moderate income residents; and**

NOW, THEREFORE BE IT PROCLAIMED, **that the County of Hidalgo designates the week of April 21-26, 2014 as**

NATIONAL COMMUNITY DEVELOPMENT WEEK

in support of these two valuable programs that have made tremendous contributions to the viability of the housing stock, infrastructure, public services and economic viability of our communities.

BE IT FURTHER REVOLVED, **that this community urges Congress and the Administration to recognize the outstanding work being done locally and nationally by the Community Development Block Grant Program and the HOME Investment Partnerships Program by supporting increased funding for both programs in FY 2015.**

APPROVED, **this the 22nd day of April, 2014.**

_____

Ramon Garcia, County Judge, Hidalgo County

_____

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

_____

Hector "Tito" Palacios, Commissioner, Pct. # 2

_____

Joe M. Flores, Commissioner, Pct. # 3

_____

Joseph Palacios, Jr. Commissioner, Pct. # 4

AI-44173 **Urban County 10. B.**

CC - REGULAR

Meeting Date: 04/22/2014

Submitted For: P R Avila **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Request approval to rescind action taken by Hidalgo County Commissioner's Court on April 15, 2014 (Item 14-E) approving the acquisition of Parcel #15.

BACKGROUND

Parcel #15 was erroneously added to the list of parcels recommended for acquisition by RGV Right-of-Way Services, LLC.

Account No. 6540-62-0100-5000-6200
Amount Available: $ 20,341.00

Attachments

Agenda Backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/17/2014 08:34 AM
Purchasing Department	Monica Badillo	04/17/2014 02:23 PM

Form Started By: Mary Flores Started On: 04/17/2014 08:14 AM

Final Approval Date: 04/17/2014

Download PDF Packet Print Agenda Return

AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
April 15, 2014
9:30 A.M.

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

1. **Roll Call**
2. **Pledge of Allegiance**
3. **Prayer**
4. **Approval of Consent Agenda**
5. **Open Forum**
6. **County Judge's Office:**

A. Approval of Proclamation declaring the month of April as Organ Donation Awareness month.

B. Presentation by the Hidalgo County Commuter Rail District (HCCRD) on their annual report.

C. 1. Approval of the AICR Form as required by the Texas Homeland Security State Administrative Agency (THSSAA).

2. Authorization for County Judge to sign the AICR Form.

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

A.

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

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

B.

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

C. Requesting approval to remodel Budget & Management Department Lobby Area at the Administration Building with authority to obtain necessary permits/documents and authorize Executive Officer to sign related

11. District Attorney's Office - Roy Cazares:

A. District Attorney's Office - LEOSE (1220):
1.) Approval of certification of revenues as certified by the County Auditor for the 2014 LEOSE allocation of the District Attorney's Office in the amount of $1,357.94.

2.) Approval of Budget Amendment to appropriate the 2014 LEOSE allocation from the State Comptroller in the amount of $1,357.94.

12. Tax Office - Paul Villarreal:

A. Discussion, consideration, and approval to execute an agreement between the County of Hidalgo and HEB Grocery Company, LP to act as an agent of the County in the issuance of Motor Vehicle License Renewal Stickers.

B. Discussion, consideration, and approval to execute an agreement between the County of Hidalgo and Guzman Insurance Agency to act as a limited-service deputy authorized agent of the County in the issuance of Motor Vehicle License Renewal Stickers.

13. 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

14. Urban County - Diana Serna:

A. The Urban County Program on behalf of the City of Palmview is requesting approval and award of best and final negotiated contract with SAMES, Inc. in the amount of $ 39,495.00 utilizing CDBG FY (2013) Street Improvements funds (La Homa Road Bridge Project).

B. Requesting Approval of the revised Urban County Program HOME - Community Housing Development Organization (CHDO) – Policies Manual and authorization to revise as necessary.

C. The Urban County Program on behalf of the City of Edcouch is requesting approval and award of best and final negotiated contract with LAZCAMREA, LLC d/b/a Fulcrum Consulting Services in the amount of $15,000.00 utilizing CDBG FY 26 (2013) Street Improvements project.

D. Urban County Program, on behalf of Precinct No.1, is requesting approval of Amendment No. 2 to the existing contract agreement for appraisal services with Leonel Garza Jr. & Associates under the General Land Office (GLO) Contract No. 12-406-000-6453/DRS210068, Pct. 1 Delta Area Connector/ East Lateral Project. The amendment will increase the professional service contract amount from $102,000.00 to $104,000.00 for a total increase of $2,000.00.

E. Approval of land acquisition of Parcels # 14,15,42,43, and 46 for the Delta Area Connector/East Lateral Project (GLO 12-406-000-6453/DRS 210068).

15. Elections Administration - Yvonne Ramon:

A. Discussion and/or action, including but not limited to Elections updates.

B. 1. Discussion, consideration and approval of the May 27, 2014 Primary Runoff Election Early Voting poll

AI-44024 **Urban County 10. C.**

CC - REGULAR

Meeting Date: 04/22/2014

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

Department: URBAN COUNTY

Information

CAPTION

Requesting approval to rescind action previously taken by County Commissioners' Court on March 4, 2014 under AI # 43222 for the purchase of fire station equipment (spreaders, quick kick ram support and twinline hose) from Wilson Fire Rescue for the Mercedes Fire Department.

BACKGROUND

Wilson Fire Rescue formally requested to withdraw the quote and cancel assigned purchase order on April 8, 2014.

Attachments

Agenda Backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/09/2014 01:49 PM
Purchasing Department	Monica Badillo	04/17/2014 02:23 PM

Form Started By: Mary Flores Started On: 04/09/2014 01:25 PM

Final Approval Date: 04/17/2014

WILSON
FIRE RESCUE

April 8, 2014

Gabe Labonte
Wilson Fire Rescue
218 Deborah Drive #2
New Braunfels, TX 78130

Monica Leal
Urban County Coordinator
Urban County Program

Dear Miss Leal,

Wilson Fire Rescue would like to withdraw the quote on Urban County Program PO#9428 dated 3/6/14 in the amount of $7230.00 at this time due to unforeseen circumstances. We apologize for the inconvenience that this causes, but we would like to cancel the PO with the county. Please let me know if you need any additional information.

Best regards,

Gabe Labonte

218 Deborah Dr. #2 New Braunfels, Texas 78130
(830) 625-2343 Fax (830) 625-2415
www.wilsonfirerescue.com

AI-44004 **Urban County 10. D.**

CC - REGULAR

Meeting Date: 04/22/2014

Submitted For: Irma Garza **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting approval of a new Internal Monitoring Policy (Plan) for the Urban County Program.

BACKGROUND

As part of the program requirements, HUD requires that monitoring procedures be in place and that we monitor at least annually the work of the cities and agencies to ensure proper performance of contract obligations.

Attachments

Agenda Backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/09/2014 01:35 PM
Purchasing Department	Monica Badillo	04/17/2014 02:23 PM

Form Started By: Mary Flores Started On: 04/08/2014 04:53 PM

Final Approval Date: 04/17/2014

PURPOSE:

To ensure policies and procedures regarding monitoring and oversight of all Urban County Program, programs, activities, and contract deliverables will be upheld in accordance with Urban County Program and HUD's rules and regulations

BACKGROUND:

Urban County Program is responsible for the oversight, performance, and evaluation of all HUD's programs and therefore responsible for providing comprehensive, organized and regular monitoring and reporting regarding the performance of its Sub Grantees and Subrecipients.

Under the supervision of the Director, the monitoring staff will monitor and evaluate all elements of HUD programs to ensure:

- ✓ Ongoing program planning;
- ✓ Evaluation;
- ✓ Maintenance of program quality and integrity;
- ✓ Compliance with federal, state, and local laws, regulations, policies and procedures;
- ✓ Compliance with other federal, state, and local contractual requirements;
- ✓ Compliance with local policies and guidelines.

The outcomes of the monitoring function may result in:

- The provision of additional guidance and/or technical assistance;
- Recommendations regarding the continuance of specific guidance and/or basis for additional training of program staff;
- Identification of exemplary performance; or,
- Identification of areas of concerns requiring corrective action (s).

Comprehensive monitoring reviews will be conducted on at least an annual basis. The monitoring function will be conducted through the following means:

- On-site inspection of the systems;
- Financial and client record and file reviews;
- Interviews of program staff and/or
- Observations by monitoring staff of activities being conducted.

MONITORING POLICIES & PROCEDURES

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Definitions of Terms ..... Page 14

Monitoring Policy/ Plan:

Monitoring Policy/ Plan will ensure that:

- Monitoring will be conducted for Urban County Program funded programs, contracts, and activities determined to be HIGH RISK;

- Corrective action, as necessary, will be requested to achieve the contractual/ programmatic goals and obligations of Urban County Program, and HUD;

- All concerns found during monitoring reviews will be listed as either a **Finding** or **Concern**. A Finding will require a formal corrective action response and file correction in order to be resolved. A Concern is usually an issue that requires attention but normally does not require a response. However, if the Monitor feels a written response is required for an observation, it will be stated in the final report.

- Monitoring reviews will be consistent. Monitoring instruments and forms will be standardized for use in the review of all Urban County Program programs. Findings/concerns will be addressed in a consistent manner;

- Monitoring staff will track Findings/Concerns identified during monitoring reviews so that appropriate technical assistance can be provided to correct these areas and allow for adequate follow-up in subsequent reviews. Special emphasis will be placed on repeat findings/concerns.

- Documentation on all Findings/Concerns identified in the monitoring reviews will become a part of the monitoring file for each Sub Grantee/Subrecipient. All Findings and Concerns requiring corrective measures described in the monitoring report will require a response from the Sub Grantee/Subrecipient in the form of a Corrective Action Response and timeline for implementation of the corrective action. This is in addition to the actual file corrections that are required to fulfill the report criteria for completion of activity.

- All Findings and Concerns requiring a response reported by Monitoring staff will be clearly explained.

Types of Monitoring:

There are four (4) types of monitoring reviews that may be conducted by Monitoring staff. Each has its own objective. They are as follows:

1. **System Monitoring** – automation monitoring of electronic files to determine programmatic activities comply with applicable laws, regulations, contract requirements and other administrative requirements. This method of monitoring will ensure the integrity of the Integrated Disbursement and Information System (IDIS) remains intact and allow for trend analysis of data, pin pointing of deficiencies, and ensure programmatic compliance.

2. **Contract Monitoring** - to determine whether activities and services are being provided at the required level(s). This type of monitoring is geared toward measuring "contract

deliverables". Determine with reasonable assurance the validity of the underlying activities and services records, procedures and systems that are the basis upon which a Sub Grantee/subrecipient is paid and to ensure that funds are being spent in accordance with all applicable rules and regulations.

3. **Programmatic Monitoring** - to provide an in-depth examination of the quality and integrity of program activities and services being provided. Client case file reviews will encompass the following, but not limited to: Client eligibility, client transactions (counseling sessions), outcomes (entering employment, completing training, accumulation of work skills), and financial. The quality of case management performance and programmatic compliance will be evaluated. Customer service and timeliness will be evaluated under this function.

4. **Financial Monitoring** – to ensure that all Financial matters are being handled in accordance with the Federal, State and Local rules and regulations. A random financial monitoring will be done on Sub Grantee/Subrecipient.

Monitoring Reviews

Formal Monitoring Review: Formal monitoring reviews of Sub Grantee/Subrecipient will occur at anytime in order for monitoring efforts to be effective in identifying problem areas before they become liabilities in the form of disallowed costs. Some monitoring visits can be unannounced.

Follow-Up Monitoring Review: Follow-up reviews will be conducted as necessary to ensure that adequate corrective action has occurred to resolve reported Findings/Concerns and that technical assistance is provided as needed. Follow-up reviews may or may not be scheduled.

Risk Assessment

In evaluating risk associated with Sub Grantee/ Subrecipient the following factors must be weighted:

- **Program Complexity;**
- **Project Complexity;**
- **Level of Funding;**
- **Recipient Capacity;**
- **Staff Capacity;**
- **Quality of Reporting and Documentation;**
- **Past Compliance Problems;**

The risk factor of each Sub-grantee/Sub-recipient will be determine by the total amount of weight points estimated using the Risk Assessment tool. The following are the risk weight points.

Low Risk	**0 through 349**
Medium Risk	**350 through 569**
High Risk	**570 through 1200**

Monitoring Methods:

The methods used in monitoring include:

a) **Electronic** review of current programs (CDBG, ESG and HOME) that will review items such as: Project Numbers, activities and fund expenditures that effect programmatic performance. Trend analysis will identify problem areas and alert management to areas that need immediate attention before they become problematic deficiencies.

b) **Desk** review of existing data (case files), fiscal records and reports, budgets, programmatic reports, statistical data, contracts or other appropriate documents. During the desk review staff will become familiar with the program/ project being evaluated before an on-site visit takes place.

c) **On-site** reviews are visits to the site of the Sub Grantee/Subrecipient to collect information. **Monitoring staff will review files/records that pertain to the programs project and may interview participants and staff. Items that may be covered on a On-site review includes but are not limited to:**

(1) Fixed Asset lists that have not been monitored within 2 years
(2) Conducting Home Visits including interviews of program participants
(3) Compliance with Labor Standards requirements
(4) File Reviews
(5) Worksite Conditions
(6) Compliance with ADA regulations will also be monitored. Compliance with ADA regulations will be reviewed at time of site visit if applicable.

Automation/Integrated Disbursement and Information System (IDIS)

This level of quality assurance will allow monitoring of project numbers, activities, and programs expenditures via electronic reports. Monitoring to ensure timely data entry and continued electronic file maintenance will enable the Urban County program to provide quality service. Automated reports will be retrieved to determine that programmatic activities comply with applicable laws, regulations, contract requirements and other administrative requirements.

General areas to be monitored include, but are not limited to, the following:

- Project compliance
- Activities Compliance
- Financial Compliance

Contract Monitoring:

The program Monitoring Guide, 24 CFR 84 and 85,OMB Circulars and any other applicable Federal, State and Local guide lines will be utilized to ensure that all fiscal areas have been reviewed, and that Sub Grantee/Subrecipient are in compliance with all applicable rules and regulations. Monitoring staff will conduct the following review:

- Review, and compare on-site, invoices by tracing the costs billed back to the original source documents.

- Review, and compare on-site, the contract statement of work to actual practice; ensure all program policies and regulations are followed.

Monitors may conduct periodic Sub Grantee / Subrecipient on-site financial monitoring on a regular basis. Such monitoring consists of testing internal controls, revenues, payroll and other disbursements.

General areas to be monitored include, but are not limited to, the following when applicable:

- Operating Policies and Procedures
- Statement of Work/Contracts/Plans
- Audit Procurement
- Financial Management Systems
- Cost Management
- Property Control and Accountability

Program Monitoring:

It is the goal of this area of monitoring to provide evaluation of programs that integrates program integrity issues with program quality issues. Program monitoring will address:

A. The appropriateness of the activities for clients;

B. The quality of the services provided;

C. Programs achieve intended results;

D. Compliance with terms and conditions set forth in the contract

The Monitoring personnel will conduct formal scheduled monitoring reviews of each Sub Grantee/Subrecipient **determined High Risk as per the annual risk assessment evaluation conducted** during the program year. In addition, unannounced and follow-up reviews may occur at any time during the program year.

The Monitoring personnel schedules all formal monitoring reviews at the beginning of each program year. The schedule will, however be *tentative* to allow for flexibility if additional time is required for a review. The annual monitoring schedule will list the program and the activity to be monitored **in accordance to the High Risk factor.**

Monitoring Process:

The monitoring process is conducted as follows:

1. Monitoring personnel will fax/e-mail a **Letter of Introduction** to the Sub Grantee/Subrecipient scheduled for review at least two (2) weeks prior to the start of the on-site review. The letter will contain, at a minimum, the type(s) of monitoring review to be conducted, the program(s) and/or activity(s) to be reviewed and the date the review is scheduled to begin. A phone call will be made to confirm the appointment time and date.

2. Monitoring staff will conduct a **desk review** prior to the start of the on-site visit. During the desk review, the following areas will be reviewed:

   - ✓ Client data;
   - ✓ Eligibility verification documentation;
   - ✓ Financial reports, and invoices from Sub Grantee/Subrecipient;
   - ✓ IDIS data;
   - ✓ Correspondence between the Urban County Program and the Sub Grantee/Subrecipient;
   - ✓ The contract, modifications, and amendments containing budget information;
   - ✓ The contract statement of work.

3. Monitoring personnel will schedule an **Entrance Conference** on-site with the Sub Grantee/Subrecipient representative(s). Items to be discussed will include, but not be limited to, the following:

   a. Purpose and scope of the monitoring review;

   b. Estimated duration of the review process;

   c. Documents/files to be reviewed;

   d. Staff to be interviewed;

   e. Reporting procedures that will be used by Monitoring personnel.

      Each monitoring tool used will list the deficiencies found during the monitoring review. On the final day of the monitoring review, an **Exit Meeting** will be held to explain in detail the major areas of concern and deficiencies found. This allows Sub Grantee/Subrecipient staff ample time to correct findings or concerns. The Sub Grantee/Subrecipient will be given **30** working days to respond from the date the final report is received.

   f. Procedures for responding to the monitoring report.

   Special efforts will be made to ensure that the Management and staff understand that monitoring is a *management tool* that helps to prevent audit exceptions. At the entrance

conference, all persons in attendance will be asked to sign an attendance sheet to document that the interview was conducted. This sheet will be kept in the monitoring file.

4. After the Entrance Conference, Monitoring staff will begin the monitoring review. On-site monitoring will be conducted by utilizing any monitoring tools that have been developed in accordance with HUD standards. Furthermore, as Urban County Program implements additional programs or desires to improve the monitoring process, new monitoring instruments will either be developed in-house, or obtained from funding sources. Discovery of possible fraud and/or program abuse will be reported directly to the Director for appropriate action.

   During the on-site review, monitoring staff will conduct a comprehensive document search. The monitoring guides being utilized will drive the on-site visit. However, attention must be given to ancillary information obtained as a direct result of specific questions in monitoring guides. Monitoring staff must be alert to the fact that information gathering is not limited to specific questions contained in monitoring tools, and that additional information may be obtained through the process of investigating facts or procedures.

   Rather than merely proceeding through the questions in a monitoring instrument, it is important for monitoring staff to seek out causal factors that contribute to administrative, operational or programmatic weaknesses. *It is the intent of the monitoring staff to identify problems during the on-site visit.* If a severe breech in procedure is discovered or a problematic situation is observed that requires immediate attention, it will be brought to the attention of the Sub Grantee/Subrecipient and the Urban County Program Director immediately by monitoring staff and will be followed up by written notice.

   During interviews it is important that notes be made by monitoring staff of any pertinent comments made by the person being interviewed even if the response does not address a specific question from the monitoring guide. Monitoring staff must be objective and refrain from allowing personal feelings to enter any discussion. It is important that any response that seems unclear be clarified. Interviews should be focused on staff responsibilities and how they perform their various functions. Documentation obtained as a result of interviews will become part of the monitoring file.

5. After the on-site review has been completed, Monitoring staff will schedule an **Exit Meeting** with the Sub Grantee/Subrecipient. Items to be discussed in the Exit Meeting will include the following:

   a. An overview of any **Findings or Concerns** identified during the review. Monitoring staff will be factual, helpful, and courteous in explaining the results of the review. For the purpose of defining a Finding or a Concern, the following information is provided.

      (1) Finding: A conclusion of importance based on violations of contract terms and conditions, federal, state and local laws, regulations, policies, and directives, and/or repeated observations that require a written corrective action respond to resolve.

      (2) Concern: An item of objective data found during a monitoring review normally

less severe in nature than a Finding and usually does not require a respond; however, the monitoring staff has the right to request a corrective action response for concerns when they feel that a possible negative trend is developing or continuing.

b. Recommended **corrective action** should be implemented immediately to correct any noted deficiencies. At this time, the Sub Grantee/Subrecipient will be informed that it is a requirement that they respond to each finding. Verification of action taken to correct the deficiencies cited in the report will be done for each report. The corrective action respond will include a **Corrective Action Response** stating the action taken to resolve the issue.

All persons present will be asked to sign an attendance sheet to document that the interview took place and that these items were discussed, but not necessarily agreed to, with Sub Grantee/Subrecipient.

NOTE: Monitoring staff will evaluate all corrective actions to ensure the actions taken will resolve and clear the findings and concerns.

6. After the Monitoring staff completes the on-site review a final monitoring report will be prepared and will be issued within 20 working days from the date of the Exit Meeting. Each monitoring report will have a **Transmittal Letter** signed by the Urban County Program Director. If corrective action is recommended, a response must be submitted detailing the corrective action taken to resolve the findings or concerns.

   The Transmittal Letter attached to the final monitoring report will allow thirty *(30)* working days from the date of the transmittal letter to Sub Grantee/ Subrecipient to provide a written response to the areas identified as findings/concerns. An *extension* of time for submission of the respond from Sub Grantee/Subrecipient may be requested. A written request must be submitted stating viable reason for an extension. Upon receipt and approval of the Director, an additional seven *(7)* working days will be granted for the submittal of a complete response. *Any additional time or extensions needed for responding will be at the discretion of the Director.*

   The completed monitoring report is provided to the Sub Grantee/Subrecipient in a letter detailing findings or concerns if any, and the requirements of response. The monitoring staff will also provide copies of the report to the appropriate Urban County Program Administration staff as deemed necessary.

7. If corrective action of deficiencies is warranted, upon receipt and evaluation of the SG/SR response, monitoring personnel will communicate in writing, whether response was rejected or accepted. If the corrective action is considered inadequate in addressing monitoring report issues, a letter will be provided to the Sub Grantee/Subrecipient that specifies why it was unacceptable and will specify the additional information that is required to make the response acceptable.

8. If the response to the deficiencies is not provided within the specified time frame (in the initial monitoring report or in the extension granted), the Sub Grantee/Subrecipient will receive

written notification from the Director stating the *non-compliance* and request a meeting for Sub Grantee/Subrecipient management. If the non-compliance persists after meeting with SG/SR staff, the Urban County Program, Director will notify SG/SR of non-compliance and a request for correction action (sanctions) will be issued. These sanctions may include:

- **Limited Denials of Participation (LDPs)** are sanctions of the shortest duration usually lasting one year and normally restricted to a specific geographic area and specific HUD program area. Generally, HUD Field Offices impose LDPs.
- **Suspensions** are imposed for a temporary period, pending the outcome of an investigation, an indictment or on adequate evidence that support claims of program violations. A suspension means that an individual or entity is immediately excluded from participating in further Federal Executive Branch procurement and non-procurement programs. Suspension frequently leads to debarment.
- **Debarments** are the most serious compliance sanctions, generally imposed for three-years or longer, if warranted. A debarred individual or entity is excluded from conducting further business with any Federal Executive Branch procurement and non-procurement program. If a suspension precedes debarment, the suspension period is taken into consideration when determining the total length of time that debarment is imposed.

9. Monitoring staff will make available to the Director all notes, work papers, completed monitoring guides and forms, copies of relevant documents and other appropriate information that support the monitoring report and any findings and/or Concerns cited in the report.

10. Monitors will conduct **follow-up reviews** to verify that the appropriate recommended corrective action has taken place. The follow-up review may be scheduled or unannounced. Monitors will prepare and submit a **Follow-up Report Letter** that reflects the status of each finding or concern. A copy of the Follow-up Report Letter will be provided to the appropriate Sub Grantee/Subrecipient.

11. If the Follow-up Review indicates that corrective action agreed to has not been implemented as referenced in the response, the Monitoring staff may recommend to the Director that corrective action be taken for non-compliance. The same methodology will be referred to if the response states that all deficiencies in the report have been corrected and in fact there have been no corrections made. The imposition of corrective action to the Sub Grantee/Subrecipient may be suspended if immediate and appropriate correction of deficiencies reported is completed and verified by monitoring staff. Additional follow-up visits may be conducted as considered necessary by Director.

Internal Review Process

A comprehensive internal review of UCP Administrative and programmatic systems shall be made as necessary to address improvement in operations systems.

Monitoring checklists/tools will be developed and used by all Evaluators to ensure a consistent and objective review is conducted.

REPORTING FRAUD & PROGRAM ABUSE

Generally, fraud and program abuse is committed for financial gain. The frequency of these abuses may result from the lack of adequate management and operational systems. Deficiencies in management and operational systems include, but are not limited to:

1. Pre-Award Survey - lack of a formal system for awarding subcontracts.

2. Written Contracts - responsibilities of each party in the agreement were loosely defined.

3. Monitoring and Self Evaluation - adequate systems were either not developed, or not implemented.

4. Prompt and Appropriate Action - significant time elapsed from the time of discovery and when an incident was reported to Urban County Program. Urban County Program has outlined policies and procedures for reporting and updating incident reports concerning known or suspected incidents of fraud or program abuse involving Sub Grantee/Subrecipient employees, contractors, or program clients.

   The procedure requires that the Urban County Program and Sub Grantee/Subrecipient take immediate administrative actions to report any knowledge of suspected fraud or program abuse to HUD. This is done through the completion and submission of an Incident Report to HUD's San Antonio Area. The report is used to initially inform HUD of incidents involving employees, contractors or clients being investigated by or reported to other investigative agencies.

   There are no procedures that will guarantee the total elimination of fraud and program abuse. However, monitors should be aware of fraud indicators to help control, detect fraud, and program abuse. Some of the potential fraud indicators are:

a. Significant lack of internal controls.

b. Refusal or failure of a Sub Grantee/Subrecipient and Contractor to allow an independent audit to be conducted.

c. Excessive or unjustified turnover in personnel with accounting responsibilities.

d. Payment to fictitious companies or persons.

e. Lack of sufficient vouchers and support documentation.

f. False or altered entries and documents.

g. Excessive bad debt write-offs.

h. Failure to reconcile bank statements.

i. Personal expenses paid with HUD funds.

j. Lack of separation of duties for staff with accounting responsibilities.

k. Unexplained employee payroll increases.

l. Lack of competitive bidding.

m. Unexplained or questionable wealth of employees.

n. Excessive changes in accounting principles or disregard for generally accepted accounting practices.

o. Excessive photocopies of invoices in the files.

p. Excessive checks to cash or individuals.

q. Company loans to employees or other persons.

r. Excessive or large cash transactions.

s. Issuance of post-dated checks.

t. Excessive number of checking accounts without a true business purpose.

u. Maintaining two sets of financial records.

v. Failure to conduct verification of eligibility by someone other than staff certifying eligibility.

w. Checks that are improperly endorsed or signed by individuals with no signatory authority.

x. Enrollment of individuals with no source of income or support identified on the application for services.

DEFINITION OF TERMS

FRAUD, MISFEASANCE, NONFEASANCE or MALFEASANCE:

Fraud, including misfeasance, nonfeasance or malfeasance should be considered broadly as any alleged deliberate action that is apparently in violation of Federal Statutes and Regulations. This category includes, but is not limited to the following:

a. indications of bribery;

b. forgery;

c. extortion;

d. embezzlement;

e. theft of client checks;

f. kickbacks from clients;

g. intentional payments to a Contractors without the expectation of receiving services;

h. payments to "ghost" clients/contractors;

i. misuse of appropriated funds; and

j. misrepresenting information in official reports.

MISAPPLICATION OF FUNDS:

Misapplication of funds should be considered as any alleged use of funds, assets or property not authorized or provided for under applicable rules, regulations, grants or contracts. This includes, but is not limited to the following:

a. nepotism;

b. political patronage;

c. use of client for political activities;

d. ineligible clients;

e. conflict of interest;

f. failure to report income from Federal funds;

g. violation of contract/grant procedures; and

h. the use of Federal funds for other than specified purposes.

GROSS MISMANAGEMENT:

Gross mismanagement should be considered as actions or situations arising out of management ineptitude or oversight, leading to major violations of processes, regulations or contract/grant provisions that could severely hamper the accomplishment of program goals. These include situations, which lead to waste of Government resources, and could jeopardize future support for a particular project. This category includes, but is not limited to, the following:

a. unauditable records;

b. unsupported costs;

c. inaccurate fiscal and/or program reports;

d. payroll discrepancies;

e. payroll deductions not paid to the Internal Revenue Service; and

f. the lack of good control procedures.

EMPLOYEE/CLIENT MISCONDUCT:

Employee/client misconduct should be considered as occurring during or outside work hours that reflect negatively on the Urban County Program programs and the County of Hidalgo. It may include, but is not limited to, the following:

a. conflict of interest or the appearance of conflict of interest involving outside employment, business and professional activities;

b. the receipt or giving of gifts, fees, entertainment and favors;

c. misuse of Federal property;

d. misuse of official information; and

e. such other activities that might adversely affect the confidence of the public, as well as serious violation of Federal and State laws.

PROGRAM ABUSE:

At a minimum, Urban County Program considers the MISAPPLICATION OF FUNDS, GROSS MISMANAGEMENT and EMPLOYEE/CLIENT MISCONDUCT to be program abuse; not withstanding the fact that some actions may fall into other defined legal offense categories.

HOTLINE:

A HUD Fraud & Program Abuse Hotline number has been established for individuals to notify HUD of suspected fraud or program abuse. To avoid fear of reprisal, the Hotline permits reporting of matters anonymously, if desired. **The Hotline will not be used for resolving grievances, ANONYMOUS complaints, labor disputes or other personnel concerns.**

HOTLINE Number: **1-800-347-3735**

FAX: **(202) 708-4829**

EMAIL: **HOTLINE@hudoig.gov**

AI-43999 **Urban County 10. E.**

CC - REGULAR

Meeting Date: 04/22/2014

Submitted For: Irene Montoya **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting approval of the revised Urban County Program HOME– Owner Occupied Rehabilitation Program Policies and authorization to revise as necessary.

BACKGROUND

The UCP has redesigned its HOME– Owner Occupied Rehabilitation Program Policies and made revisions that serve to strengthen program criteria. Additionally, the UCP Advisory Council met on April 11, 2014 and voted to accept these recommended changes. The revised policies will take effect immediately.

Attachments

Agenda Backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/08/2014 04:53 PM
Purchasing Department	Monica Badillo	04/17/2014 02:23 PM

Form Started By: Mary Flores Started On: 04/08/2014 04:19 PM

Final Approval Date: 04/17/2014

HIDALGO COUNTY
URBAN COUNTY PROGRAM

OWNER-OCCUPIED REHABILITATION PROGRAM

The purpose of the Hidalgo County Urban County Program -- Homeowner Occupied Rehabilitation Loan Program (Rehabilitation Program) is to provide rehabilitation assistance to eligible low and moderate income Homeowners residing in the eighteen (18) member cities, rural and/or countywide area, which are within the jurisdiction of the Hidalgo County Urban County Program (UCP). This excludes all residents that reside in the city limits of Edinburg, Pharr, McAllen and Mission.

The Program's objective is to implement a rehabilitation program to arrest the deterioration of substandard homes by rehabilitating them to conform to Minimum Property Standards (MPS) in 24 CFR 200.925 or 200.926 and with other applicable State and Federal Laws, City Codes and Ordinances.

The goal of the Rehabilitation Loan Program is to work in partnership with qualified Homeowners and Contractors to maintain the existing housing stock in decent, safe, sanitary and affordable conditions.

A. PUBLIC AWARENESS

1. The Urban County Program sends notification annually to member cities within its jurisdiction that it is accepting applications for assistance through the Rehabilitation Program. The availability of funds is also made known through the public hearing process within each member city. All applicants are selected from a waiting list that is processed within the Urban County HOME Program Division on a first-come, first -serve basis. Final approval of the selected participants lies with the Hidalgo County Commissioners Court.

2. Inquiries may be received through a variety of methods, including telephone inquiries, walk-ins, and letters. The UCP will respond to these inquiries by providing a verbal or written description of program requirements including brochures and other documentation available to the public.

3. The Urban County Program encourages all interested and potentially eligible homeowners to schedule a personal interview with a staff member.

B. ELIGIBLE COSTS

HOME funds may be used to pay the following eligible costs:

1. To meet the property standards in 92.251;

2. To make essential improvements, including energy-related repairs or improvements, improvements necessary to permit use by persons with disabilities, and the abatement of lead-based paint hazards, as required by 92.355, and to repair or replace structural deficiencies that are non-aesthetic in nature;

3. To repair or replace deficient or substandard major housing systems such as plumbing or electrical systems.

C. QUALIFICATIONS

1. An applicant must be a resident of the County but not live within the city limits of Edinburg, Pharr, Mission or McAllen.

2. An Applicant and his/her household members must be U.S. citizens or be a legal resident aliens as cited in the Personal Responsibility and Work Opportunity Act of 1996, Public Law 104-103 at section 401. The Act prohibits federal public benefits to aliens except for aliens who meet the definition in section 431 of "qualified alien." A "qualified alien" is defined as an alien who is legally in the United States.

3. Applicants must have property under their name with clear title and occupy the property to be assisted.

4. Applicants must have lived in the home for a period of at least five (5) years prior to applying for assistance. The home must be the principal residence of the applicant.

5. Applicants must meet the appropriate HUD income guidelines according to family size. Income from all household members shall be included except for income earned by minors (age 17 and under).

6. Applicants must be current on their property tax responsibilities for the home to be rehabilitated.

An applicant will not be eligible for assistance if:

1. Non-elderly head of household has real property (other than home to be rehabilitated), or cash assets in excess of $12,500.00 (ten thousand dollars).

2. An elderly head of household (62 years or older) has real property (other than home to be rehabilitated) or cash assets in excess of $20,000.00 (twenty thousand dollars.

3. A disabled head of household has real property (other than home to be rehabilitated) or cash assets in excess of $20,000.00 (twenty thousand dollars).

4. An applicant who has more than one dwelling structure on the property to be rehabilitated shall not be eligible for assistance unless the applicant agrees to remove the excess structure upon the execution of the construction contract.

5. An applicant who is operating a business out of the home to rehabilitated will not be eligible for assistance unless an explanation of said business is submitted and approved by the UCP Director and the business complies with existing city ordinances.

6. Any applicant whose property is located within the 100-year floodplain according to current FEMA Insurance Rate Maps shall generally not be eligible for assistance under any UCP HOME Program unless approved by the UCP Director. Such approval shall be contingent on such factors as additional construction costs (to deter flooding) and insurance costs and their respective impact on affordability.

D. APPLICANT INFORMATION REQURIED

1. Proof of ownership - Warranty Deed (Applicants must have clear title to their property although the UCP may assume a second lien position if in the best interests of the client and the UCP.)
2. Utility receipts with applicants name
3. Copies of most recent W-2's and 1040's (if employed)
4. Verification of other income, or assets
5. Verification of Bank Deposits
6. Verification that property tax obligations are current.
7. Proof of citizenship or legal residency (birth certificate/INS documentation).
8. Copy of Social Security Card.
9. Credit Report (a $35 fee will be assessed for credit reports that must be re-obtained as a result of an applicants decision to withdraw from the loan process then subsequently re-apply)

E. TYPES OF ASSISTANCE

Assistance under this program is delivered through three (3) main mechanisms. One method is through the deferred loan program. Deferred loans are essentially grants provided to the homeowners for the rehabilitation of their home. A portion of the loan is deferred each year the client continues to live in the home. The second type of assistance is a no interest loan program that provides loans to homeowners for the rehabilitation of their property. The term of the loan is set by the UCP but shall not exceed ten (10) years. The term of the loan offered to the client is based on the affordability factor of the loan payments. Finally, an emergency loan program is also available to address immediate or impending hazards to occupants of an owner-occupied home that

is recent in nature. It is the policy of the UCP not to subject clients to an undue cost burden for housing costs.

1. Deferred Loan Program

   Clients offered a deferred loan are generally elderly households (62 years or older) and disabled heads of households. If the assistance rendered is $15,000 or less, 20% of the loan is forgiven for each consecutive year the client continues to live in the home as their principal residence. If the assistance rendered is from $15,000 to $60,000, 10% of the loan is forgiven for each consecutive year the client continues to live in the home as their principal residence. Deferred loans less any amount forgiven shall be due and payable on the occurrence of the sale, lease, title change or death of principals. In the case of death of the principals, the principals' family shall notify the UCP, in writing, within sixty (60) days of such occurrence. The UCP may at its option, either declare the unforgiven portion of the note to be immediately due and payable or may renegotiate the note with the new homeowner to provide for the payment of the principal. ***Clients who are elderly head of household will have a 5 year lien period, regardless of assistance amount***.

2. No Interest Loan Program

   All other clients not otherwise eligible for a deferred loan may be offered a no interest loan to undertake the rehabilitation of their home. In order to ensure affordability, the UCP may offer the client flexible loan terms and defer a portion of the loan with the objective of keeping the clients housing costs under the 30% cost burden threshold. The portion of the loan deferred will correlate directly with the client's income level according to the following:

   Client Income Below 80% of Median

   - Up to 20% of the total note may be deferred if the client maintains the home as their primary residency according to the UCP's Recapture Policy. The remaining 80% of the loan will be repaid to

the UCP for a period of up to 10 years. The length of the note will be determined according to the client's income and the correlating affordability of the note payment.

Client Income Below 60% of Median

- Up to 40% of the total note may be deferred if the client maintains the home as their primary residency according to the UCP's Recapture Policy. The remaining 60% of the loan will be repaid to the UCP for a period of up to 10 years. The length of the note will be determined according to the client's income and the correlating affordability of the note payment.

Client Income Below 50% of Median

- Up to 50% of the total note may be deferred if the client maintains the home as their primary residency according to the UCP's Recapture Policy. The remaining 50% of the loan will be repaid to the UCP for a period of up to 10 years. The length of the note will be determined according to the client's income and the correlating affordability of the note payment.

Client Income Below 30% of Median

- Up to 70% of the total note may be deferred if the client maintains the home as their primary residency according to the UCP's Recapture Policy. The remaining 30% of the loan will be repaid to the UCP for a period of up to 10 years. The length of the note will be determined according to the client's income and the correlating affordability of the note payment.

This loan program may also be combined with traditional financing in order to leverage private sector funds with those of the public sector. The UCP will assume a second lien position in order to facilitate this program.

3. Emergency Loan Program

The Emergency Loan Program provides a conduit for the UCP to address emergency housing situations that are an impending or immediate hazard to the occupants of the home. These types of situations are recent in nature (within the last six months) and include, but are not limited to: leaking roofs, hazardous wiring, backed-up or damaged sewer lines, damaged water lines, broken water heaters, broken gas lines etc. Cases involving broken cooling systems may also be addressed provided the applicant can provide a physician's statement attesting to the *medical necessity of the same for a household member. The UCP's Rehabilitation Specialist shall determine if the housing situation is of an emergency nature based on a site inspection. Terms may be adjusted from 2 to 5 years based on client repayment capabilities. Cases involving a catastrophic loss resulting from a fire or flood may be afforded rehabilitation or reconstruction services based on the Deferred Loan or No Interest Loan Programs according to the criteria of each. The maximum loan amount under these types of situations is $60,000. All other program requirements apply, the only difference being that requests for assistance under this program are kept on a separate waiting list and will therefore be addressed more quickly but also on a first-come, first -served basis.

** - Medical Necessity is herein defined as a serious physical medical condition that will deteriorate or whose recovery from is inhibited due to the substandard living conditions of the applicant's home. Such determination shall be made through a standardized form completed and signed by a physician licensed to practice in the United States. The standardized form shall require either the physician or his/her representative to visually inspect the home to certify its condition is of detriment to the applicant's physical medical condition and whose rehabilitation is necessary to ameliorate or arrest further physical deterioration or to provide an environment conducive to recovery.*

NO PROPERTIES IDENTIFIED BY ANY CODE ENFORCEMENT DEPARTMENT FOR DEMOLITION MAY BE ASSISTED UNDER THE EMERGENCY LOAN PROGRAM.

Any homeowner whose home is determined to be beyond repair by the Urban County may apply for replacement housing or may be referred to a Hidalgo County Community Housing Development Organization (CHDO) for possible assistance. Homes that require more than 50% of its appraised value in rehabilitation to meet minimum code requirements shall not be rehabilitated but will be reconstructed.

F. LEAD-BASED PAINT TESTING & LEAD HAZARD REDUCTION PLAN

All applicants qualifying for assistance under any of the loan programs will have their homes tested for lead-based paint according to HUD guidelines if their home was constructed prior to January 1, 1978 except under the following:

Residential structures built after January 1, 1978.
Emergency action activities

Existence of Lead Based Paint Unlikely:

1. Areas where state and local governments banned lead-based paint prior to January 1, 1978.

2. Properties found not to have lead-based paint during earlier testing that meets the requirements of prior evaluations.

3. Properties where all lead-based paint has been identified and removed using approved methods.

Human Threat Unlikely

1. Unoccupied units that will be demolished.

2. Property not used for human residential habilitation.

4. Rehabilitation that does not disturb paint.

Child Occupancy Unlikely

1. Zero room dwelling units.

2. Elderly and disabled housing.

Any expenses classified as costs related to Lead Hazard Evaluation and Reduction Costs shall be covered by a grant and not be included when calculating Rehabilitation Costs (loan amount) which may include:

1. Soft Costs
2. Financing Fees
3. Credit Reports
4. Title Binders and Insurance
5. Recording fees, transaction taxes
6. Legal and accounting fees
7. Appraisals
8. Architectural and engineering fees including specifications and job progress inspections.
9. Project costs incurred by the UCP that are directly related to a specific project.
10. Administrative Costs
11. Environmental Reviews
12. Acquisition of the Property
13. Other fees as applicable and necessary

Homeowners shall be provided with information about the hazards of lead-based paint. Testing shall be completed by certified lead-based paint testing personnel. Personnel shall be required to follow all HUD standards regarding the testing of lead-based paint. In situations where the presence of lead-based paint is found, the UCP will undertake the following levels of intervention and action:

- Rehabilitation activities less than $5,000 – Safe work practices and work site clearance
- Rehabilitation activities between $5,000 and $25,000 – Risk assessment and interim controls

- Rehabilitation activities over $25,000 – Risk Assessment and abatement

The following actions will be taken to protect occupants from lead-based paint hazards associated with lead hazard reduction activities:

- Occupants may not enter the work site during lead hazard reduction activities. Re-entry is permitted only after lead hazard reduction activities are completed and the dwelling has passed a clearance examination.

- Occupants of the unit must temporarily relocate during lead hazard reduction activities.

Other Federal Guidance Under the Homeowner Rehabilitation Program

Voluntary Homeowner rehabilitation does not trigger relocation requirements for the homeowner. **Therefore, the homeowner must temporarily relocate at their own expense during the rehabilitation of their home.**

The Urban County Program will not be responsible for lost or damaged belongings of the Homeowner that may have occurred during the rehabilitation. Therefore, the homeowner must secure or relocate their belongings until the rehabilitation is complete.

G. Standard Operating Procedure

Selection Process

Applications for assistance under any of the Housing Programs will be processed and reviewed by the Urban County. The UCP will formally accept or reject all applications for assistance based on information received from the applicant, HUD criteria as set forth in the HOME Program Final Rules and subsequent amendments or modifications, title company reports, taxing entity reports and any other sources used to verify the information provided by the applicant. Each applicant shall be formally advised of their application status in writing.

Applications for assistance will be served on a "first-come, first-served" basis. Applicants will be chosen for eligibility review from a waiting list maintained by the UCP. If for any reason the applicant denies or refuses services at the point services are formally offered, their application shall become null and maintained in a separate filing system. Should the applicant reconsider their decision and again request services, a new application must be made and the applicant will be placed at the end of the waiting list.

Housing Assessment

After an application is determined eligible for assistance, the Rehabilitation Specialist shall arrange a home visit with the homeowner to assess the extent of rehabilitation necessary to bring the home to minimum standards. The Rehabilitation Specialist shall then formulate a work write-up that will address the deficiencies identified with the home. The work write-up is then presented and discussed with the homeowner. Also discussed are the projected costs that are anticipated to undertake the work required and the subsequent monthly loan payment.

The UCP Owner-Occupied Rehabilitation No Interest Loan Program will offer deferred, no-interest loans to elderly individuals/disabled heads of households for a two-bedroom, one-bath unit. Additional family members living with the elderly/disabled that are under the age of the age of eighteen and are under the legal custody of the applicant shall also be afforded a bedroom (as per HQS Standards) as part of the deferred loan. Family members over the age of eighteen and enrolled in school at least part-time may also be afforded a bedroom under the deferred loan. The applicants shall have the option of adding additional bedrooms for remaining family members not meeting the above criteria however, the applicant must pay in full the added construction cost prior to contract signing. In order to determine the additional bedroom amount, the UCP will utilize the most recent cost incurred for a similar housing unit the household would have received had they not requested the additional bedroom.

Example

Elderly or Disabled Head of Household couple qualifies for a deferred loan on a 2 bedroom, 1 bath home. However, the couple's 24-year-old daughter and her child also reside with the couple. In addition, the couple's 30-year-old son also

lives with the couple. The applicants request an additional bedroom and bath to accommodate the other household members. The UCP bids out the requested unit as a 3-bedroom, two-bath unit. The accepted bid comes in at $45,000. The most recent bid award the UCP had for a two-bedroom, one-bath unit was $35,000. Therefore the formula works as follows:

$45,000 - $35,000 = $10,000

The applicants would be required to pay $10,000.

Cost Analysis

Once a projected cost for the work required has been determined, UCP staff will determine the maximum monthly loan payment the client can afford. This determination will be based on the client's monthly income and housing cost burden guidance from HUD. This guidance, in effect, suggests that the principal loan payment, interest, property taxes and insurance costs should not exceed 45% of the client's monthly income. At this stage, HOME staff can determine how much of the projected loan, if any, must be deferred in order to make the rehabilitation affordable for the homeowner.

Contractor Selection

After the homeowner approves the work write-up presented by HOME staff, the UCP shall advertise the proposed work for bids from qualified contractors. Only bids from contractors on the UCP approved contractors list shall be considered. A minimum of fifteen (15) days will be allowed from the date the bid is first advertised to the date of bid opening in order to allow qualified contractors enough time to submit an informed bid. The UCP will adhere to the County of Hidalgo's bid procurement process and as such, contractors must coordinate their bid submissions through the Hidalgo County Purchasing Department. HOME staff will hold pre-bid conferences with contractors in order to address or discuss bid specifications, floor plans, site locations or any other relevant information. The UCP will accept the lowest bid from a qualified contractor unless extenuating circumstances exist that would create an unfavorable situation for the UCP or the client. UCP approved bids and related contract documents will then be presented to the Commissioner's Court for final approval. The UCP reserves the right to limit the number of bids awarded to contractors in each bid cycle if it

determines that a low-bidding contractor is overextending his capability to perform quality work in a timely fashion. In such circumstances, the extra bids will be awarded to the next lowest bidder. In these situations, the lowest bidder will receive the bids from the oldest applications as indicated by application date with the next lowest bidder awarded the projects next in line and so forth. This determination shall be made by the UCP Director after consultation with the HOME Manager.

Bidders proposals will be in effect for a period of thirty (30) days from the date of bid closing. The successful bid shall be awarded during this period. A Notice to Proceed will then be signed by the Homeowner, Contractor, Home Manager and UCP Director no later than fifteen (15) days from the bid award date. If the foregoing time limits are exceeded, it shall be the bidder's prerogative to withdraw the bid in writing, if so desired.

If all bids are over the maximum loan limit amount, the proposed work write-up shall reviewed to decide what items, if any, can be eliminated. All code-related repairs must still be addressed and will not be allowed to be removed from the write-up. Non-code related repairs may be eliminated to bring the project within maximum loan limits.

Contractor Responsibilities

Contractor must have a DUNS number and be registered with System for Award Management *sam.gov* before being approved as a contractor for UCP. Contractors shall be required to maintain and provide evidence of Commercial General Liability Insurance protecting the homeowner(s) in an amount not less than $300,000 each occurrence, $300,000 General Aggregate, $300,000 Products & Completed Operations Aggregate in case of bodily injury including death and property damage (inclusive of Builder's Risk Insurance) arising out of the work by or on behalf of the Contractor. In addition, evidence of automobile insurance coverage in an amount of at least $20,000 each person, $40,000 each accident for bodily injury including death and $15,000 for property damage must also be provided. Evidence of all required insurance shall be maintained by the UCP in the respective Contractor's file.

Contractors are required to ensure that all subcontractors they hire to assist

them on awarded projects are reputable, competent and in good standing with the County of Hidalgo and the Federal Government. Contractors shall be responsible for obtaining the required building permits in order to initiate construction activities and shall assume the fee for the same. It shall further be the contractor's responsibility to request code compliance inspections as they become necessary and pertinent. The Contractor shall be held responsible for any violation of local ordinances and any penalties levied as a result thereof.

Contractor shall review bid specifications with the accompanying floor plans and contrast them with the project site in order to acquire a clear and accurate understanding of the scope and scale of the proposed project. Should any items become apparent that would not meet industry construction standards, applicable codes, ordinances or minimum property standards that were not addressed either by error or omission in the bid specifications, work write-up or floor plans, the Contractor is required to bring the items to the attention of UCP HOME staff immediately.

Contractors are required to provide all transportation, material, labor, apparatuses and tools necessary to bring the project to completion in a timely fashion and in the best condition possible. All labor is to be done in a skillful and thorough manner and consistent with the industry standard. All material used is to be of the dimension, design and grade as specified. All patented materials specified by trade name are to be applied or installed strictly according to manufacturer's specifications.

Property items that were not called for removal in the specifications shall be replaced or reinstalled by the Contractor prior to the final inspection. Any trees, shrubs or plants that need to be cut or removed to facilitate the construction are the responsibility of the Contractor. In these instances, the Contractor must exercise prudent judgment and consult with the homeowner prior to undertaking any landscape modifications.

The Contractor shall remove all rubbish, waste and construction material generated from the work involved no less than once weekly. Further, the Contractor is required to maintain the premises as clean as possible during the rehabilitation. At the time of project completion, the Contractor shall deliver the

home to the homeowner in broom clean condition.

Contractor is required to begin work on the project within ten (10) working days after receiving the Notice to Proceed. No extensions beyond the allotted number of days called for in the construction contract shall be allowed. The only exception given in this case are rain days given on a one to one basis. One additional workday for each rain day occurrence. Contractors are required to request the additional workdays in writing within two days from the rain day. Contractors who exceed the contract deadline for completion of the project shall be penalized at the rate of $100 per day. A day is defined as any point beyond 9:00 a.m. that the homeowner has not been given possession of the home.

With respect to all work performed on awarded projects, the Contractor shall:

- Comply with the safety standard provisions of applicable laws, building construction code and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America.
- Comply with the requirements of the Occupational Safety and Health Act of 1970, (Public Law 91-956), and the requirements of Title 29 of the Code of Federal Regulations Section 1518, as published in the Federal Register Volume 36, #75.
- Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees), and property.
- Maintain reasonable articles necessary to provide first aid to any injured party at the worksite. In no case shall employees be allowed to work at the worksite before the Contractor has removed any injured party requiring medical attention to a hospital or doctor's care.

Contractor is required to submit a General Contractor's Notarized Sworn Affidavit that all material suppliers and subcontractors have been fully paid and the associated liens against the property have been released once the project is 100% complete and final payment (excluding 10% retainage) has been requested.

<u>Payments to Contractors</u>
Payments to Contractors shall be remitted only after all required documentation

is submitted.

Payment Schedule

40% of contract at 50% completion (Performance Bond provided)

A home will be considered 50% complete when the following items are completed: foundation, frame, windows, roofing (with shingles), rough plumbing and electrical systems (must pass code requirements of applicable jurisdiction).

50% of contract at 100% completion (Performance Bond provided)

100% completion means the home is ready for habitation, is broom clean and all construction material, debris or trash, generated from the work involved, and has been removed.

No Performance Bond provided for project then at 100% complete, 90% payment made.

10% of contract 30 days after completion

The above payment schedule outlines the manner in which Contractors working on a reconstruction project are paid. Rehabilitation projects are smaller in scope and scale, therefore, expected completion schedules, as they pertain to payment, are negotiated with the Contractor during the pre-construction conference.

Contractor shall guarantee all work performed for a minimum of three (3) months (exceptions below) from the date of final acceptance by the homeowner and/or the UCP. Corrective actions on 3-month warranty items are strictly required from the Contractor. Deficiencies brought to the attention of the Contractor must be corrected within 10 working days unless a clear and present danger to the homeowner or property exists. In this case, the situation must be addressed immediately but no later than a 24-hour timeframe. Should a Contractor fail to repair the items/deficiencies brought to his attention within the specified timeframe, the homeowner may request that another Contractor be hired to repair the items. Such replacement Contractors shall be paid from the

10% retainage withheld from the primary Contractor. A Contractor's failure to satisfactorily address any corrective action required under this section may result in his suspension from participation in future UCP projects.

The Contractor shall present the Homeowner and the UCP with documentation on the following warranty items:

1. Workmanship and materials — Minimum one year
2. Plumbing, electrical, heating, and air-Conditioning delivery systems — Minimum 2 years
3. Major structural components of home — Minimum 10 years
4. Habitability — Minimum 10 years
5. Labor and material on pea gravel roofs: — Minimum of 3 years
6. Labor on shingle roofs: — Minimum of 3 years
7. Shingle roofs: — Copy of manufacturer's 15 year warranty
8. Labor and material on water heaters: — Minimum of 1 year
9. Water heater: — Copy of manufacturer's warranty
10. Labor and material on gas wall heaters: — Minimum of 1 year
11. Gas wall heaters: — Copy of manufacturer's warranty
12. Roll roofing: — One year material and labor
13. Central A/C units: — Copy of manufacturer's warranty

<u>Change Orders</u>

Contract change orders may become necessary during the construction period when unforeseen or unknown conditions of the home are discovered during the rehabilitation. Change orders will be reviewed on a case-by-case basis and must be approved in writing by the Contractor, Homeowner, Home Manager, Urban County Director and County Commissioners Court, before proceeding with the additional work requested. Change orders will only be allowed for essential, non-luxury items and may not exceed 25% of the contract amount. Change orders for reconstruction projects will not be allowed unless there is a change in the client's status that would necessitate the same (ex. recent disability). Change orders undertaken without the proper consent and according to the established procedure shall not be reimbursed.

<u>Loan in Default</u>

In the event of default or failure to meet the conditions outlined in the Loan Contract, the UCP will attempt to work closely with the client to implement an affordable payment schedule to get the note current. However, the UCP reserves the right to employ such actions that will promote loan repayment such as referring the account to a collection agency or actions leading up to and including foreclosure on the property. In the event of the death of the homeowner prior to full loan repayment, the UCP may work with the heirs of the property to continue the payments (provided affordability timeframe requirements have been met) or requiring the full amount outstanding to become due and payable.

Homeowner Responsibilities

1) Homeowner shall remove all abandoned appliances, junked vehicles, trash/rubbish from the property prior to the rehabilitation of the property.
2) Maintain the property in a decent, sanitary condition and not in conflict with applicable codes.
3) Keep current on all property taxes.
4) Maintain adequate homeowners insurance on the property that would safeguard against loss to fire or flood (if applicable).
5) Submit yearly certificates of occupancy and proof of insurance to the UCP.
6) Occupy the property as their primary residence.

UCP Responsibilities

1) Applicant eligibility determination and file maintenance
2) Housing assessment, housing plans preparation and subsequent work write-up.
3) Procurement of services (solicit bids from qualified contractors)
4) Contract preparation, execution and filing of related documents
5) Construction inspection and approval
6) Process and remit payments to contractors
7) Monitor and document residency and insurance requirements

Disputes

Homeowners and Contractors are encouraged to resolve any disputes among themselves. If Homeowner and contractor are not able to reach a mutual agreeable solution, then the dispute may be brought before the Division Director to review the situation and make a resolution ruling. If the ruling is unacceptable

to either parties, then either may request the situation to be reviewed by the Deputy Director and ultimately the Executive Director. Should all measures fail to bring about and amicable resolution, either parties may seek legal recourse. The Urban County Program will not be a party to such litigation.

Any applicant with an existing Housing Rehabilitation Low Interest, Zero Interest Loan with the Urban County Program will not qualify for assistance under any Homeowner Rehabilitation Program until the current loan is paid in full.

H. CONFLICT OF INTEREST

The Urban County Program covenants that neither member of its organization nor staff member who exercises influence on the decision making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association hired to carry out any program activities or is a beneficiary of any program activity. All applicants will be required to sign a Conflict of Interest Statement under which any existing or potential conflict of interest must be revealed.

In accordance with the Department of Housing and Urban Development (HUD) HOME Investment Partnership Program; Final Rule, 24 CFR 92.356, the following conflicts are prohibited:

(A) No Person described in paragraph (b) of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decision making process or gain inside information with regard to this activities, may obtain a financial interest or benefit from HOME-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

(B) The conflict of interest provisions of paragraph (a) of this section apply to any person who is an employee, agent, consultant, officer or elected official or appointed official of the Urban County Program, or sub-recipient

which are receiving HOME funds.

(C) Exceptions: Threshold requirements. Upon the written request of the Urban County Program, the Department of Housing and Urban Development (HUD) may grant an exception to the provisions of paragraph (a) of this section on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME Investment Partnerships Program and the effective and efficient program and project administration of the Urban County Program. An exception may be considered only after the Urban County Program has provided the following:

1. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

2. An opinion of the Urban County Program's attorney that the interest for which the exception is sought would not violate State or Local Law.

(D) All applicants will be required to sign a Conflict of Interest Statement.

AI-43998 **Urban County 10. F.**

CC - REGULAR

Meeting Date: 04/22/2014

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

Department: URBAN COUNTY

Information

CAPTION

Requesting approval of the revised Urban County Program HOME– Homebuyer Assistance Program Policies and authorization to revise as necessary.

BACKGROUND

On July 24, 2013, the US Department of Housing and Urban Development published a change to the Final Rule in the Federal Register. The change amends the HOME Investment Partnerships (HOME) Program regulations and is included within the revised Homebuyer Assistance Program Policy under sections A., M. & N. The changes reflect the requirements provided in the Final Rule that pertain to underwriting, developer capacity and market need. In addition to the changes made to comply with the Final Rule, UCP has also made revisions that serve to strengthen the current policy under to sections B & J. Furthermore, the UCP advisory council met on April 11, 2014 and voted to accept these recommended changes. The revised policies will take effect immediately.

Attachments

Agenda Backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/08/2014 04:48 PM
Purchasing Department	Monica Badillo	04/17/2014 02:23 PM

Form Started By: Mary Flores Started On: 04/08/2014 04:08 PM

Final Approval Date: 04/17/2014

HIDALGO COUNTY
URBAN COUNTY PROGRAM

HOMEBUYER ASSISTANCE PROGRAM

The purpose of the Hidalgo County Urban County Program – Homebuyer Assistance Program is to provide homeownership opportunities to eligible low and moderate - income residents residing within the eighteen (18) member cities, rural and/or countywide area, which are within the jurisdiction of the Hidalgo County Urban County Program (UCP). Residents that live within the city limits of Edinburg, Pharr, McAllen and Mission may also be eligible for assistance provided that the home purchased is located outside of those city limits.

The UCP has also adopted and included provisions in accordance with the Consolidated and Further Continuing Appropriations Act, 2012, and Notice CPD 12-007 (Operating Guidance for Implementing FY 2012 HOME Appropriation Requirements) within its Homebuyer Assistance Program.

The Program's objective is to:

1) Provide a means of stabilizing property values and enhancing the overall quality of life within eligible communities.
2) Increase the number of affordable, single-family housing units within the jurisdiction.
3) Address the issue of housing overcrowding by providing an avenue for eligible families to obtain a home commensurate with family size.

A. Form of Financial Assistance (92.205 (b))

The Urban County Program will provide up to $10,000.00 (maximum subsidy amount), as determined by a subsidy analysis calculation completed by UCP staff. This assistance shall be in the form of a deferred loan at a 0% interest rate. In consideration for such assistance, the Urban County Program shall assume a second lien position subordinate

to the primary mortgage lender.

This deferred loan shall be due in full upon the sale, lease, title change, and death of principals or refinancing of the subject property within the affordability timeframe.

B. Eligible Costs (92.206)

Funding provided under the Homebuyer Assistance Program will be used to pay for the following:

(1) Down Payment Assistance
(2) Closing Costs
(3) Gap Financing; and
(4) Any other applicable Hard Costs and Soft Costs

C. Eligible Property Types (92.254)

(1) Single family dwelling units
(2) Property may be privately or publicly owned prior to sale to the homebuyer.
(3) Property may be existing or new construction. However, to avoid the displacement of persons already occupying the unit, the property must be vacant at least 60 days prior to sales contract execution or must already be occupied by the seller or buyer.

D. Property Location (92.202)

All properties must be located within the boundaries of Hidalgo County to the exclusion of those areas within the city limits of Edinburg, McAllen, Mission and Pharr, TX.

E. Maximum Property Value (92.254 (a))

The maximum value of the property to be purchased may not exceed 95% of the median purchase price for our area as set forth in 92.254(a)(2)(iii). These values may change

yearly, as median prices are determined annually.

F. Property Standards (92.251)

The property purchased by the Homebuyer must be in compliance with all applicable, local housing codes, ordinances and statutory requirements at the time of purchase or initial occupancy. If there are no such standards or code requirements, then the house must meet Housing Quality Standards (HQS - 24 CFR 982.401) at the time of purchase.

G. Income Determinations (92.203)

Client income determinations shall be made through the use of 24 CFR Part 5, also referred to as the Section 8-Income Limits Definition. This definition of annual income takes into account the full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services of all adult household members. In addition, the following sources of income shall also be included:

The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;

- Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deduction in determining net income. An allowance for depreciation is permitted only as authorized in the paragraph above. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of $5,000, annual income shall include the greater of the actual income derived from all net family assets or a

percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;

- The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount

- Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay

- Welfare assistance, if the payment includes an amount specifically designated for shelter and utilities, the amount of welfare assistance income to be included as income shall consist of: the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

- The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated shall be the amount resulting from one application of the percentage

- Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling;

- All regular pay, special pay and allowances of a member of the Armed Forces (except for special pay to a family member serving in the Armed Forces who is exposed to hostile fire)

UCP staff will determine the annual income of the applicant(s) as defined in 24 CFR 92.203 by examining the source documents evidencing annual income. The annual income of the family will be calculated by projecting the yearly income which is based on the income at the time of application.

UCP staff will review the last three months of consecutive check stubs for the current year showing year to date earnings in addition to the previous years income tax return.

If the year to date earnings is not listed, then the applicant must submit all check stubs for the current year. Applicants on commission-based pay, self-employed, or migrant farm workers must bring the previous three years income tax returns. An average of the three will be calculated to determine the income for the year.

UCP staff will also use unemployment benefits letters, worker's compensation benefits letters, child support benefits letters, social security benefits letters and bank statements, when applicable to project the income annually.

Applicants who have made applications for assistance that were found ineligible according to eligibility guidelines may not re-submit another application for assistance for a period of ninety (90) days from the date of initial application.

H. Eligible Income Limits (92.217)

The applicant's annual income must not exceed 80% of the HUD determined area median income, adjusted by family size at the time of application. UCP staff will obtain the most recent HUD income limits that are currently at http://www.hud.gov/offices/cpd/affordablehousing/programs/home/limits/income/ to determine eligibility.

A re-certification of income is only required if more than six months pass between the time the family is determined to be income eligible and HOME assistance is provided.

I. Applicant Qualification (92.254 (a)(3))

1) Must be a resident of Hidalgo County; and
2) Must occupy the property as their principal residence; and
3) Must meet HUD income guidelines at time of application and at time of purchase, contract signing or lease-purchase agreement signing as outlined in Section H above; and
4) All household members must be U.S. citizens or be legal resident aliens; and
5) Attend a "Homebuyer Counseling Course" that is sponsored by a HUD Certified Counseling Agency; and
6) Qualify for a residential loan from a financial lending institution prior to

applying for homebuyer assistance from the UCP

J. Underwriting Requirements

1) Housing debt will be evaluated through a review of the household's front end and back end ratios. The front end cannot exceed 35%; the back end cannot exceed 45%. This calculation will be completed in order to determine the homebuyers long term affordability through the review of estimated housing costs, revolving debt, including personal loans, credit/charge cards and any secured/unsecured loans, as well as other monthly obligations. Applicants are required to submit to a credit history review.
2) Mortgage rates shall not be 4 points over the conforming Fannie Mae par rate.
3) No more than one (1) point on origination fees will be allowed.
4) Loans must be a fixed rate.
5) No balloon payments will be allowed.
6) Total loan to value ratio, including the homebuyer assistance lien, shall not exceed 100% without UCP approval.
7) No interest buy-downs will be allowed.
8) An appropriate amount of assistance will be measured depending upon the amount of down payment and/or closing costs needed as well as any additional amount that may be required to assist in the affordability of the unit. This amount however, shall not exceed $10,000.

K. Principal Residence (92.254 (a)(3))

Upon qualification and disbursement of funds, the applicant must occupy the home as their principal residence for a period of five (5) consecutive years.

L. Long-Term Affordability (92.254 (a)(4))

As a requirement from HUD, the Urban County Program must document affordability and will assume a second-lien position on the applicant's property for a period of five (5) years. A release of lien will be issued and filed after the affordability time period has been met.

M. Recapture Policy (92.254 (a) (5) (ii))

The Urban County Program has adopted Recapture requirements for the Homebuyer Assistance Program. Under recapture requirements, the loan will be forgiven pro rata over the period of affordability, which is five (5) years from the loan closing date used in the loan documents. However, if the Homebuyer does not complete a year of living in the house, the UCP will recapture the entire HOME assistance amount. During the period of affordability, the owner is required to occupy the property as their principal residence. A lien will be recorded in the amount of the direct HOME subsidy to the buyer for the duration of this period to ensure full compliance with all HOME requirements. The terms of the pro rata forgiveness are as follows, as long as the home remains the principal residence of the homebuyer:

(i) During the first year, UCP will recapture the full amount of HOME assistance;
(ii) Upon satisfactory completion of the 1st year of the Loan Documents -20% of the original principal amount will be forgiven;
(iii) Upon satisfactory completion of the 2nd year of the Loan Documents -40% of the original principal amount will be forgiven;
(iv) Upon satisfactory completion of the 3rd year of the Loan Documents - 60% of the original principal amount will be forgiven;
(v) Upon satisfactory completion of the 4th year of the Loan Documents - 80% of the original principal amount will be forgiven; and
(vi) Upon satisfactory completion of the 5th year of the Loan Documents - 100% of the original principal amount will be forgiven

In addition, the homebuyer understands and agrees that if a voluntary or involuntary transfer of title occurs, within this period of affordability, the County will attempt to recapture all or a portion of the direct HOME subsidy provided to the homebuyer.

Furthermore, if the net proceeds from a voluntary or involuntary sale are insufficient to repay the prorated amount of the HOME subsidy, the County shall recapture the entire amount of net proceeds from the sale. If there are no net proceeds from the sale, no repayment is required. *Net proceeds are defined as the sales price minus superior loan repayment and any closing costs incurred by the homebuyer.*

Compliance will be enforced by conducting principal residency verifications on HOME assisted units throughout the duration of the affordability period

N. Conversion to Rental Units

The UCP will not approve or perform a project set-up unless an eligible applicant has been provided and appropriate income eligibility and underwriting has been completed for every homebuyer program project.

O. Fair Housing & Marketing (92.251)

As a matter of policy, the Urban County Program endeavors to comply with and affirmatively further Fair Housing in all marketing media dealing with the HOME Program. Marketing brochures explaining the Program and program requirements are offered in both English and Spanish.

P. Environmental Review (92.352)

UCP staff conducts environmental reviews of each subject property as required by HOME regulations and 24 CFR Part 58. Property sites are reviewed with respect to the 100-year Flood Plain and other required environmental assessments.

Q. Homebuyer Responsibilities

- Maintain the home as their principal residence for a period of at least five (5) years
- Provide and submit evidence of valid home insurance coverage, inclusive of flood insurance when necessitated by the location of the home, to the UCP
- Provide and submit yearly proof of residency to the UCP (ex. utility bill in the homebuyers name).

R. Homebuyer Documentation Checklist

- Copy of property deed or earnest money contract
- Copy of Builders Contract for new construction
- Current check stubs for the last 3 months for all adults in the household
- W-2's and a copy of the latest income tax return
- Last three (3) years income tax return if self-employed, a commissioned based worker or migrant worker.
- Unemployment Benefits letter (if applicable)
- Worker's Compensation Benefits letter (if applicable)
- Divorce Decree (if applicable)
- Copy of Bank Statements (Checking last 6 months and Savings most current statement)
- Social Security Cards on all household members
- Birth certificates or INS documentation reflecting citizenship status for all household members
- Driver's Licenses or Identification Cards for Homebuyers
- Call for appointment scheduling

Lender Information

The Homebuyer must also request from the Lender the following documentation and submit the same to UCP staff:

- Copy of Commitment letter
- Copy of loan application
- Copy of good faith estimate or Eligibility Summary or other comparable document
- Copy of underwriting worksheet
- Copy of Truth in Lending Disclosure Statement
- Copy of final appraisal report
- Copy of merged credit report generated by lender

AI-44132 **Urban County 10. G.**

CC - REGULAR

Meeting Date: 04/22/2014

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

Department: URBAN COUNTY

Information

CAPTION

Approval to Amend the Advisory Council By-Laws calling for an annual meeting and/or when written request is submitted by chairman

BACKGROUND

On Friday, April 11, 2014 The Community Development Advisory Council recommended that the By-Laws be amended to reflect a requirement of meeting annually versus monthly.

Attachments

Agenda Backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/16/2014 10:08 AM
Purchasing Department	Monica Badillo	04/17/2014 02:23 PM

Form Started By: Mary Flores Started On: 04/15/2014 04:55 PM

Final Approval Date: 04/17/2014

Approved 2/23/10

COUNTY OF HIDALGO
COMMUNITY DEVELOPMENT
ADVISORY COUNCIL

BY-LAWS

ARTICLE 1
PURPOSE AND POWERS

Section 1.1 **Purpose.** The County of Hidalgo Commissioners' Court established the Community Development Advisory Council, hereinafter referred to as the "Advisory Council," by resolution on July 11, 1988 in order to ensure a broad base of assistance and input from the member cities and its' citizens in Community Development for the respective parts of the County, including the County of Hidalgo Urban County Program.

One of the Advisory Council's purposes is to provide guidance and recommendations to the Hidalgo County Commissioners' Court on the distribution and allocation of funds to its members and the administration fee of the Urban County Program.

Section 1.2 **Powers.** In fulfillment of its purpose, the Advisory Council shall be governed by these By-Laws, the Hidalgo County Commissioners' Court and all applicable local, state and federal laws and regulations, subject to the limitation prescribed therein and herein and to the provisions thereof and hereof.

Section 1.3 **Function.** The Advisory Council will function as a vehicle that promotes citizen participation and makes recommendations to the Hidalgo County Commissioners' Court on matters affecting the Hidalgo County Urban County Program, including but not limited to the following:

1. Change in status of members and membership criterion;
2. Review and recommend yearly allocations and annual budgets;
3. Changes to the Cooperation Agreement and Interlocal Agreements;
4. Review of any continuation for funding application to HUD;
5. Review of fiscal year expenditures of the applicable Programs;
6. Amendments and changes to the Advisory Council By-Laws; and
7. Receive and review information and reports from Hidalgo County residents or citizen participation groups at Advisory Council meetings or public hearings.

Section 1.4 **Informational Purposes - Hidalgo County Urban County Program.** Established in 1988, by approval of its application to the United States Department of Housing and Urban Development (HUD) for funding and recognition as an Urban County as defined by the Housing Act of 1947, as amended, and the Code of Federal Regulations, the Hidalgo County Urban County Program administers and oversees the grants approved by HUD for Hidalgo County. The Community Development Block Grant (CDBG) Program funds, which are allocated to the Urban County Program on a yearly basis that are of great interest to the Advisory Council because the amount

received by each city directly affects each city and precinct's ability to develop its community. The Advisory Council makes recommendations on the yearly allocations including the administration fee of the Hidalgo County Urban County Program, as stated in Section 1.3 above.

ARTICLE II
MEMBERSHIP

Section 2.1 **Members.** The membership of the Advisory Council shall consist of cities that have agreed to and entered into a Cooperation Agreement with the County of Hidalgo and the Hidalgo County Urban County Program for addressing the needs of Community Development and related eligible activities within the County under HUD Community Development Block Grant (CDBG) and other related HUD programs. The Cooperation Agreement must be current and signed by the Mayor of the participating city. Hidalgo County Commissioners' Court shall have at least two (2) members on the Advisory Council.

Section 2.2 **Voting Members.** The Advisory Council shall consist of voting members and non-voting members. The two (2) representatives from Commissioners' Court shall be voting members. Each qualified city shall have only one (1) voting member. Each voting member shall have only one (1) vote.

Section 2.3 **Voting Members Defined.**

A. In order to qualify as a voting member each city must be incorporated for at least five (5) years. (Cities not meeting this minimum criterion shall be non-voting members of the Advisory Council.)

B. A city must have an Ad Valorem tax levy of at least twenty-five (25) cents per one hundred dollars ($100) of property valuation.

C. Cities not meeting these criteria will be reported to the Hidalgo County Commissioners' Court, who will determine the city's eligibility and funding allocation, if any. The Advisory Council will file its recommendation on any additional cities requesting membership and CDBG funding allocation to The Hidalgo County Commissioners' Court.

Section 2.4 **City Representative.** Each member city shall select a city representative that will have the authority to vote and act on behalf of the city. The city shall also select an alternative city representative that will vote and act on behalf of the city at Advisory Council meetings, but only in the absence of the city representative. The city representative and the city alternate may be an elected official or a designee of the city.

Section 2.5 **City Resolution Required.** The city representative and alternate city representative must be selected by resolution approved by the governing board of the city. The city resolution must be filed with the Urban County Program Department at least three (3) days before any meeting.

Section 2.6 **County Representatives.** The two (2) county representatives and 2 alternates shall be selected by resolution approved by the Hidalgo County Commissioners' Court. Each representative from Commissioners' Court shall be an elected official and have one (1) vote.

Section 2.7 **Urban County Program Director.** The Director of the Urban County Program Department is responsible for the day-to-day management of the Urban County Department and as such shall be an Advisor to the Advisory Council. The Director shall have no voting privileges.

Section 2.8 **Proxy Representative.** If neither the city representative nor the alternate city representative is able to attend a meeting of the Advisory Council, the city representative may designate a representative from the city by a signed written proxy. The proxy representative will have the voting privileges of the city representative.

Section 2.9 **Current Voting and Nonvoting Members.**

A. Voting Members (7-26-01):

Alton	Elsa	La Villa	Progreso
Alamo	Granjeno	Mercedes	San Juan
Donna	Hidalgo	Palmview	Sullivan City **(02-25-04)***
Edcouch	La Joya	Peñitas	Weslaco

County Representatives (as per Section 2.6)

B. Nonvoting Members:

Palmhurst Progreso Lakes

ARTICLE III
OFFICERS

Section 3.1 **Titles and Terms of Office.**

A. The Officers of the Advisory Council shall be the Chairperson, Vice-Chairperson and the Secretary. One person may not hold more than one (1) office. Officers shall serve for a one (1) year term or until a successor is elected or appointed. Upon the expiration to the terms, each officer shall have the right to be re-elected or re-appointed.

B. A vacancy in the office of any officer shall be filed by a vote of a majority of the Advisory Council.

Section 3.2 **Duties of the Officers.**

A. Chairperson. The Chairperson shall preside at all meetings of the Advisory Council.

B. Vice-Chairperson. The Vice-Chairperson shall assist the chairperson in

directing the affairs and business of the Advisory Council and shall act in the absence of the Chairperson. The Vice-Chairperson shall be responsible for determining proper parliamentary procedures in all matters.

C. Secretary. The Secretary shall attest to the minutes of the meetings of the Advisory Council. The minutes shall be typed and presented for approval at the following meeting or subsequent meeting thereafter.

Section 3.3 **Resignations of Officers and Vacancies.** Any officer may resign the position held after written notification to the members or the Director of the Urban County Program. In case of a vacancy, the ranking officer may call a special meeting to elect a new officer to fill the vacant officer.

Section 3.4 **Absences of Officers.** In the absence of the Chairperson, the Vice-Chairman, shall preside, then the Secretary or, in the absence of all three, a member of the Advisory Council elected by the majority of the members present may preside as Chairperson.

Section 3.5 **Compensation of Officers and Members.** Neither the officers nor members of the Advisory Council shall receive any salary, compensation or reimbursement of expenses from the Hidalgo County Commissioners' Court or the Urban County Program.

ARTICLE IV
MEETINGS

Section 4.1 **Regular Meeting Date.** The regular meeting of the Advisory Council shall be held on a monthly basis.**

Section 4.2 **Quorums.** Meetings shall be held only upon the determination that a quorum of the voting members is present and accounted. A quorum shall consist of the presence of at least 50% plus one of the voting members of the Advisory Council. If at any meeting of the Advisory Council there ceases to be less than a quorum present, a majority of those members present may adjourn the meeting.

Section 4.3 **Special Meetings.** Special meetings shall be held at the request of the Chairperson, the Vice-Chairperson, the Secretary, and the Director of the Urban County Program or by a majority of the members.

Section 4.4 **Open Meetings and Public Notices.** All meetings and deliberations of the Advisory Council shall be called, conducted and notice given to the public in accordance to with the Texas Open Meetings Act, as amended, Chapter 551, Texas Local Government Code.

ARTICLE V
PARLIAMENTARY PROCEDURE:

Section 5.1 Parliamentary Procedures shall be followed as established by Russell's The "How" in Parliamentary Procedures and will be administered by the Vice-Chairperson of the Community Development Advisory Council.

ARTICLE VI
PROCUREMENT POLICIES

Section 6.1 All member cities will have to adhere to written procurement policies adopted by the County of Hidalgo Urban County Program whenever making expenditures with Urban County funds.

ARTICLE VII
AMENDMENT OF BY-LAWS

Section 7.1 These By-Laws may be amended by the County Commissioners' Court only upon the recommendation of the Advisory Council at a regularly scheduled meeting.

ARTICLE VIII
APPROVAL OF BY-LAWS

Section 8.1 These By-Laws shall become effective upon approval of the Commissioners' Court of the County of Hidalgo.

Approved and Adopted by County Commissioners' Court on **January 29, 2002**.
* Approved and Adopted by Advisory Board Member's on **February 25, 2004**. ***(Section 2.9)***
Approved and Adopted by Advisory Board Member's on **December 03, 2009. ***(Section 4.1)***
Approved and Adopted by County Commissioners' Court on **February 23, 2010. ***(Section 4.1)***

AI-44155 **Urban County 10. H.**

CC - REGULAR

Meeting Date: 04/22/2014

Submitted For: P R Avila **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Approval of land acquisition of Parcels # 13, 19, 24, and 49 for the Delta Area Connector/East Lateral Project (GLO 12-406-000-6453/DRS210068).

BACKGROUND

Funding is from the General Land Office Grant Round 2.1 allocated for the East Lateral Drainage Project.

Parcel # 19	$ 83.00
Parcel # 24	$30,028.00
Parcel # 49	$19,035.00
Parcel # 13	$ 6,734.00
Total	**$55,880.00**

Account # 6540-62-0100-5000-6200

Amount Available $55,880.00

Attachments

Agenda Backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/16/2014 02:21 PM
Purchasing Department	Monica Badillo	04/17/2014 02:23 PM

Form Started By: Mary Flores Started On: 04/16/2014 02:05 PM

Final Approval Date: 04/17/2014

RGV RIGHT-OF-WAY SERVICES, LLC

P.O. Box 720431
McAllen, TX 78504

956-630-9401 Office
956-682-0566 Fax
rgvrow@gmail.com

Date: April 2, 2014

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED
NO. 7008 0150 0001 4225 3659

Ms. Sue Ann Whalen Carlson
PO Box 699
Edcouch, Texas 78538

Sue Carlson
P.O. Box 2636
Edinburg, TX 78540

RE: Delta Area Connector/East Lateral
Drainage Improvement Project
Parcel # 13
GLO # 12-406-000-6453/DRS 210068

Dear Ms. Carlson,

This letter is to follow up the initial offer letter sent to you on behalf of the County of Hidalgo and the Hidalgo County Urban County Program via certified mail, dated March 3, 2014. Please indicate if you would like to accept this offer or would like to submit a counter-offer for consideration by the Hidalgo County Urban County Program.

We would request that you complete the section below by initialing next to the statement of your choice. We suggest that you make a copy for your records and we further request that you mail the original to our office in the enclosed stamped and addressed envelope. Please do not hesitate to contact my office with any questions at rgvrow@gmail.com or 956-630-9401.

Respectfully,

Daniel G. Rios, President
RGV Right-of-Way Services, LLC

Offer Amount:	0.962 acres at $4,500.00 per acre	$4,329.00
	Damages/Improvements	$1,443.00
	TOTAL OFFER AMOUNT	$5,772.00

_____ I accept the offer and would like to begin the sale and closing process.

__✓__ I do not accept the offer; the amount requested is 5,500 per acre

Sue W. Carlson
Signature

RGV RIGHT-OF-WAY SERVICES, LLC

P.O. Box 720431
McAllen, TX 78504

956-630-9401 Office
956-682-0566 Fax
rgvrow@gmail.com

Date: April 14, 2014

Ms. Diana R. Serna, Director
Hidalgo County Urban County Program
427 E. Duranta Ave., Suite 107
Alamo, Texas 78516

RE: Delta Area Connector/East Lateral
Drainage Improvement Project
Parcel # 13
Property Owner: Sue Ann Whalen Carlson
GLO # 12-406-000-6453/DRS 210068

Dear Ms. Serna:

Enclosed herein please find a copy of the counter offer we have received on behalf of Parcel 13 for Ms. Sue Ann Whalen Carlson. Ms. Carlson is proposing that we pay $5,500.00 per acre for the parcel. Please note that our initial offer for Parcel 13 was $5,772.00 which was $4,329.00 for the property and $1,443.00 damages/improvements. Ms. Carlson is requesting payment in the total amount of $6,734.00 which is $5,291.00 for the property and $1,443.00 for the damages/improvements. In other words, this property owner is requesting an additional $962.00 in order to resolve this matter.

Unless you direct me otherwise, I would like to present this counter offer to the commission at tomorrow's meeting. Should you have any questions or concerns, please contact me at your earliest convenience.

Respectfully,

Daniel G. Rios, President
RGV Right-of-Way Services, LLC

RGV RIGHT-OF-WAY
SERVICES, LLC

P.O. Box 720431
McAllen, TX 78504

956-630-9401 Office
956-682-0566 Fax
rgvrow@gmail.com

Date: April 14, 2014

Ms. Diana R. Serna, Director
Hidalgo County Urban County Program
427 E. Duranta Ave., Suite 107
Alamo, Texas 78516

RE: Delta Area Connector/East Lateral
Drainage Improvement Project
Parcel #: 19, 24 and 49

Dear Ms. Serna:

Enclosed herein please find copies of the offer acceptance letters on Parcels 19, 24 and 49. I will notify the commission regarding these acceptance letters at tomorrow's meeting.

Should you have any questions or concerns, please contact me at your earliest convenience.

Respectfully,

Daniel G. Rios, President
RGV Right-of-Way Services, LLC

RGV RIGHT-OF-WAY SERVICES, LLC

P.O. Box 720431
McAllen, TX 78504

956-630-9401 Office
956-682-0566 Fax
rgvrow@gmail.com

Date: April 2, 2014

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED
NO. 7008 0150 0001 4225 3741

South Shore Development, Inc., a Texas
Corporation and Hidalgo and Cameron Counties
Water Control and Improvement District No. 9
2304 N. FM 491
Mercedes, Texas 78570

RE: Delta Area Connector/East Lateral
Drainage Improvement Project
Parcel # 49
GLO # 12-406-000-6453/DRS 210068

Dear Sir/Madam,

This letter is to follow up the initial offer letter sent to you on behalf of the County of Hidalgo and the Hidalgo County Urban County Program via certified mail, dated March 10, 2014. Please indicate if you would like to accept this offer or would like to submit a counter-offer for consideration by the Hidalgo County Urban County Program.

We would request that you complete the section below by initialing next to the statement of your choice. We suggest that you make a copy for your records and we further request that you mail the original to our office in the enclosed stamped and addressed envelope. Please do not hesitate to contact my office with any questions at rgvrow@gmail.com or 956-630-9401.

Respectfully,

Daniel G. Rios, President
RGV Right-of-Way Services, LLC

Offer Amount:	1.880 acres at $10,125.00 per acre	$19,035.00
	TOTAL OFFER AMOUNT	$19,035.00

JRW I accept the offer and would like to begin the sale and closing process. – See attached Letter

_____ I do not accept the offer; the amount requested is _____.

– Manager for – HCCID #9

Signature

Mike England, Asst Secretary
Richard Vos, Secretary

Jack Harbison, President

Barry Dickerson, Director
Bobby Sparks, Vice President

Hidalgo and Cameron Counties Irrigation District No. 9

General Office

(956) 565-2411
(956) 565-0521 Fax

E-Mail
hccid9@hotmail.com

P O Box 237 Mercedes, Texas 78570
2304 North FM 491, Mercedes, Texas 78570

Randall Winston
General Manager

JUDY BEALL
Tax Assessor-Collector

April 1, 2014

Mr. Daniel G. Rios
President
RGV ROW Service, LLC

Re: ROW GLO: 12-406-000-6453/DRS 210068
Parcel 49

Dear Mr. Rios:

Hidalgo and Cameron Counties Irrigation District #9 met at their Board meeting today and approved the sale of the Parcel 49 being 1.88 acres in the amount of $19,035.00 as per your offer. The District will retain a Blank Easement for all surface and sub surface drainage. Please forward paperwork for our review.

If you have any questions, please do not hesitate to call the office at 956-565-2411.

Sincerely,

Randall Winston
HCCID #9
General Manager

Cc: lr

RGV RIGHT-OF-WAY SERVICES, LLC

P.O. Box 720431
McAllen, TX 78504

956-630-9401 Office
956-682-0566 Fax
rgvrow@gmail.com

Date: April 2, 2014

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED
NO. 7008 0150 0001 4225 3673

Ms. Marie Keiser Bartnesky
5943 Shannon Lane
Belton, Texas 76513-4835

RE: Delta Area Connector/East Lateral
Drainage Improvement Project
Parcel # 19
GLO # 12-406-000-6453/DRS 210068

Dear Ms. Bartnesky,

This letter is to follow up the initial offer letter sent to you on behalf of the County of Hidalgo and the Hidalgo County Urban County Program via certified mail, dated March 7, 2014. Please indicate if you would like to accept this offer or would like to submit a counter-offer for consideration by the Hidalgo County Urban County Program.

We would request that you complete the section below by initialing next to the statement of your choice. We suggest that you make a copy for your records and we further request that you mail the original to our office in the enclosed stamped and addressed envelope. Please do not hesitate to contact my office with any questions at rgvrow@gmail.com or 956-630-9401.

Respectfully,

Daniel G. Rios, President
RGV Right-of-Way Services, LLC

Offer Amount:	0.008 acres at $10,350.00 per acre	$83.00
	TOTAL OFFER AMOUNT	$83.00

M.K.B. I accept the offer and would like to begin the sale and closing process.

_____ I do not accept the offer; the amount requested is _____.

Marie K. Bartnesky
Signature

RGV RIGHT-OF-WAY SERVICES, LLC

P.O. Box 720431
McAllen, TX 78504

956-630-9401 Office
956-682-0566 Fax
rgvrow@gmail.com

Date: April 2, 2014

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED
NO. 7008 0150 0001 4225 3703

Carlbrook Limited Partnership
927 Fairway Drive
Edinburg, Texas 78539-5446

RE: Delta Area Connector/East Lateral
Drainage Improvement Project
Parcel # 24
GLO # 12-406-000-6453/DRS 210068

Dear Sir/Madam,

This letter is to follow up the initial offer letter sent to you on behalf of the County of Hidalgo and the Hidalgo County Urban County Program via certified mail, dated March 10, 2014. Please indicate if you would like to accept this offer or would like to submit a counter-offer for consideration by the Hidalgo County Urban County Program.

We would request that you complete the section below by initialing next to the statement of your choice. We suggest that you make a copy for your records and we further request that you mail the original to our office in the enclosed stamped and addressed envelope. Please do not hesitate to contact my office with any questions at rgvrow@gmail.com or 956-630-9401.

Respectfully,

Daniel G. Rios, President
RGV Right-of-Way Services, LLC

Offer Amount:	2.583 acres at $10,125.00 per acre	$26,153.00
	Damages/Improvements	$3,875.00
	TOTAL OFFER AMOUNT	$30,028.00

_____ I accept the offer and would like to begin the sale and closing process.

_____ I do not accept the offer; the amount requested is _____.

Bonnie Kay Carlson
Signature

Sue Ann Whalen Carlson (Parcel #13)

P.O. Box 2636

Edinburg, TX 78540

April 10, 2014

Daniel G. Rios, President

RGV Right-of-Way Services, LLC

P.O. Box 720431

McAllen, TX 89504

Dear Sir:

Enclosed I noted that I did not accept the offer. My request for $5,500.00 is based upon the proximity of the city of La Villa and the potential for a housing development in the future. This is the only parcel of land I own, and I feel I must protect the value of my sole land asset. Thank you for this consideration. I look forward to hearing from you.

Respectfully,

Sue W. Carlson

Sue Ann Whalen Carlson

AI-44178 **Elections Administration 11. A.**

CC - REGULAR

Meeting Date: 04/22/2014

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

1. Appointment of the Early Voting Ballot Board for the May 27, 2014 Primary Runoff Election.
2. Appointment of the Central Counting Station for the May 27, 2014 Primary Runoff Election.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/17/2014 09:50 AM
Obdett Calzada	Obdett Calzada	04/17/2014 11:50 AM
Purchasing Department	Monica Badillo	04/17/2014 02:23 PM

Form Started By: Amanda Valdez Started On: 04/17/2014 09:42 AM

Final Approval Date: 04/17/2014

AI-44166 **Planning Department 12. A.**

CC - REGULAR

Meeting Date: 04/22/2014

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

Department: PLANNING DEPT.

Information

CAPTION

1. Preliminary Approval with Variance Request
a. Samantha Subdivision – Pct. 3 (Juan Ortiz)

2. Preliminary Approval
a. Marely Subdivision – Pct. 3 (Carolina Barrera)
b. Anali Subdivision – Pct. 3 (Osbel Flores)

3. Final Approval
a. Terry Palms Subdivision – Pct. 4 (Kyle Ruppert)

4. Final Approval with Financial Guarantee
a. El Ramadero Subdivision – Pct. 4 (O.S.Wyatt, Jr.)

5. Reimbursement of Financial Guarantee
a. Las Estrellas Phase I – Pct. 3 (CWL Limited)
b. Las Estrellas Phase II – Pct. 3 (CWL Limited)
c. Las Estrellas Phase III – Pct. 3 (CWL Limited)
d. Las Estrellas No. IV Subdivision – Pct. 3 (CWL Limited)

BACKGROUND

Attachments

Samantha Subdivision- Preliminary
Marely Subdivision - Preliminary
Anali Subdivision - Preliminary
Terry Palms Subdivision - Final
El Ramadero Subdivision - Final
Las Estrellas No. 1 - Reimburse
Las Estrellas No. 2 - Reimburse
Las Estrellas No. 3 - Reimburse
Las Estrellas No. 4 - Reimburse

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/16/2014 04:28 PM
Purchasing Department	Monica Badillo	04/17/2014 02:23 PM

Form Started By: Nora Cavazos Started On: 04/16/2014 03:35 PM

Final Approval Date: 04/17/2014

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: 04-29-2014

PROPOSED **SAMANTHA** SUBDIVISION, PRECINCT No. **3** .

ENGINEER FIRM : **JAVIER HINOJOSA ENGINEERING** DEVELOPER: **JUAN ORTIZ**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☒ **Variance Request**

NUMBER OF LOTS: **16** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **600 feet Northwest of the intersection of Texan Avenue & Mile 4 Road**

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

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **03-31-14** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **Drainage will be accomplished via onsite detention swales within the subdivision which will discharge into the existing roadway ditch on Texan Road.**

DISTANCE TO DRAINAGE DITCH **1 ¼ mile Northeast**

ROAD R.O.W. DEDICATION: **10 feet to Texan Road**

H.C.R.O.W. PRELIMINARYAPPROVAL DATE: **04-11-14** By, **Victor Gallardo** Pct 3 R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **04-08-14** By, **Elizardo Ramos, Environmental Health Division Manager**

☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Aniceto Izaguirre**

SEWER SYSTEM: ☐OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: _____

WATER SERVICE PROVIDER: **AGUA SUD** LINE SIZE: **8"** LOCATION:**East side of Texas Rd.**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **04-11-14** : By **Martin Ramirez, Environmental Compliance Coordinator**

☒**LARGE CONSTRUCTION**

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

REQUEST FOR FINAL APPROVAL WITH: ☐ **Cash Deposit:** *Amount:$_____For:* ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

☐**A Letter of Credit** *Financial Institution:* _____ *L.O.C No.* _____

Amount: $_____For: ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: _____, __

VARIANCE REQUEST ON: ***Chapter 2.4 General Subdivision Design Section F Item 2. Requesting a variance NOT to have to place a cul-de-sac midway at 660 feet along Jewel Drive.***

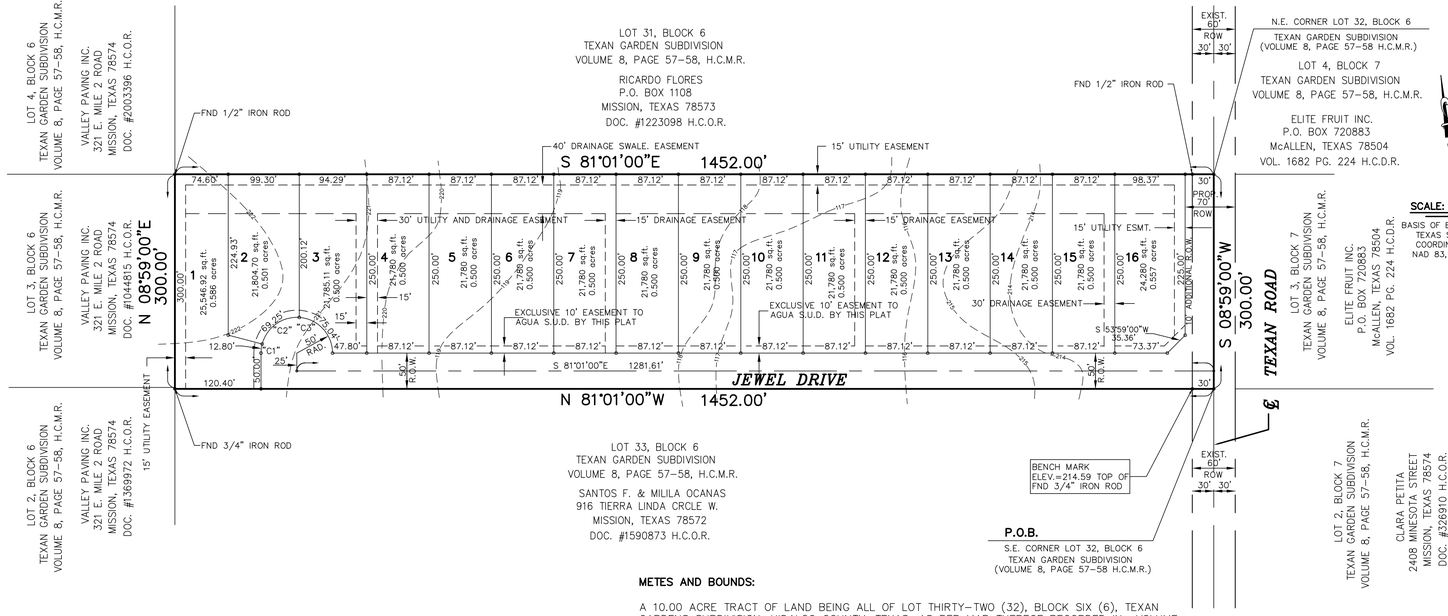
STAFF RECOMMENDS:

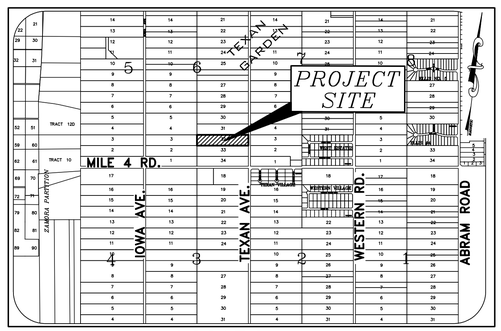
☒ **Preliminary Approval with Variance Request** *subject comments and future recommendations by planning and other Departments and the approval from the* ***City of Mission***

☐ **Final Approval** *subject to recommendations other departments*

☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*





LOCATION MAP

SCALE: 1" = 2000'

CURVE DATA					
CURVE	DELTA	RADIUS	TANGENT	LENGHT	CHORD
"C1"	14°39'48"'	50.00'	6.43'	12.80'	12.76'
"C2"	79°12'02"'	50.00'	41.47'	69.25'	63.84'
"C3"	85°59'10"'	50.00'	46.61'	75.04'	68.19'

PRINCIPAL CONTACTS:			
NAME	ADDRESS	CITY & ZIP	PHONE # /FAX#
OWNER: JUAN ORTIZ	604 PALMVIEW DRIVE	PALMVIEW, TX 78574	581-8899/581-8992
ENGINEER: JAVIER HINOJOSA	416 E. DOVE AVENUE	MCALLEN, TX 78504	668-1588/994-8102
SURVEYOR: PABLO PENA III	1001 WHITEWING	MCALLEN, TX 78502	(956) 682-8812

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY

SAMANTHA SUBDIVISION IS LOCATED IN SOUTHWESTERN PART OF HIDALGO COUNTY PRECINCT No. 3 APPROXIMATELY 600 FEET NORTH OF THE INTERSECTION OF MILE 4 ROAD AND TEXAN ROAD ON THE WEST SIDE. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF MISSION. ACCORDING TO THE OFFICIAL MAP OF THE CITY OF MISSION (POPULATION 77,058) THE PROPERTY LIES APPROXIMATELY 4 MILES FROM THE CITY LIMITS (AND IS INSIDE THE 2 OR 5 MILE EXTRATERRITORIAL JURISDICTION (E.T.J.) UNDER LOCAL GOVERNMENT CODE § 212.001 & 42.021

DATE OF PREPARATION: MARCH, 2014 DRAWN BY: P.GONZALEZ, A. GAUNA

JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1588
javhin@rgv.rr.com
TBPE FIRM NUMBER F-1295

METES AND BOUNDS:

A 10.00 ACRE TRACT OF LAND BEING ALL OF LOT THIRTY-TWO (32), BLOCK SIX (6), TEXAN GARDENS SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP THEREOF RECORDED IN VOLUME 8 PAGES 57-58 OF THE MAP RECORDS OF SAID COUNTY; SAID 10.00 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 32, FOR THE SOUTHEAST CORNER HEREOF;

THENCE WITH THE SOUTH LINE OF SAID LOT, N 81° 01' 00" W, AT 30.00 FEET FOUND A THREE- QUARTER (3/4) INCH DIAMETER IRON ROD AT THE WEST RIGHT OF WAY OF TEXAN ROAD, AT 1452.00 FEET IN ALL TO A THREE-QUARTER (3/4) INCH DIAMETER IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID LOT, FOR THE SOUTHWEST CORNER HEREOF;

THENCE WITH THE WEST LINE OF SAID LOT, N 08° 59' 00" E 300.00 FEET TO A ONE-HALF (½) INCH DIAMETER IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID LOT, FOR THE NORTHWEST CORNER HEREOF;

THENCE WITH THE NORTH LINE OF SAID LOT, S 81° 01' 00" E, AT 1422.00 FEET FOUND A ONE-HALF (½) INCH DIAMETER IRON ROD AT THE WEST RIGHT OF WAY OF SAID ROAD, AT 1452.00 FEET IN ALL TO THE NORTHEAST CORNER OF SAID LOT, FOR THE NORTHEAST CORNER HEREOF;

THENCE WITH THE EAST LINE OF SAID LOT, THE CENTERLINE OF TEXAN ROAD, S 08° 59' 00" W 300.00 FEET TO THE PLACE OF BEGINNING, CONTAINING TEN (10.00) ACRES, MORE OR LESS;

SHEET INDEX

SHEET 1
DATE, NORTH ARROW, MAIN SCALE, HEADING, LEGAL DESCRIPTION, E.T.J. AND LOCATION MAP, PRINCIPAL CONTACTS, INDEX, PROPOSED AND EXISTING SUBDIVISION LAYOUTS, METES AND BOUNDS, NOTES, OWNER DEDICATION, CERTIFICATION AND ATTESTATION, NOTARY PUBLIC, SURVEYOR'S CERTIFICATE, ENGINEER'S CERTIFICATE, DRAINAGE DISTRICT DEDICATION, IRRIGATION DISTRICT DEDICATION, COUNTY CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE, REVISION NOTES HIDALGO, CITY OF MISSION CERTIFICATION AND THE HIDALGO COUNTY HEALTH DEPARTMENT.

SHEET 2
FINAL ENGINEERING REPORT INCLUDING DESCRIPTION OF THE WATER AND OSSF LAYOUTS, THE ENGINEER'S CERTIFICATION AND THE SUBDIVIDERS CERTIFICATE AND STATEMENT. (ENGLISH AND SPANISH VERSIONS).

SHEET 3
DRAINAGE REPORT INCLUDING THE DESCRIPTION OF DRAINAGE, TOPOGRAPHIC MAP, THE ENGINEER'S DRAINAGE CERTIFICATION AND CONSTRUCTION DETAILS.

STATE OF TEXAS
COUNTY OF HIDALGO

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

BY: _____

HIDALGO COUNTY DRAINAGE DISTRICT No.1

HIDALGO COUNTY IRRIGATION DISTRICT No. 16

THIS PLAT IS HEREBY APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT #16 SUBJECT TO THE CONDITION THAT IF IRRIGATION SAID SUBDIVISION IS DESIRED TO THE INDIVIDUAL LOTS IN SAID SUBDIVISION, PROVISION SHALL BE MADE FOR APPROPRIATE EASEMENT FOR THE INSTALLATION OF NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST WATER DISTRICT DELIVERY POINT, AND IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY TO INSTALL AND MAINTAIN SUCH NECESSARY FACILITIES.

DATED THIS THE _____ DAY OF _____, 2014.

ATTEST:_____ _____
PRESIDENT

_____
SECRETARY

FILE 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

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF SAMANTH SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, 2014.

_____ _____
ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

SHEET NO. 1 OF 3

GENERAL PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONES "X" AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN COMMUNITY-PANEL NO. 480334 0290 D EFFECTIVE DATE: JUNE, 06, 2000.
THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTIFIES NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN. CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2. SETBACKS:
FRONT: 25.00 FEET (FRONT TEXAN RD. 40' SET BACK)
REAR: 55.00 FEET OR GREATER FOR EASEMENT
SIDE: 6.00 FEET OR GREATER FOR EASEMENT
CORNER SIDE: 20.00 FEET OR TO EASEMENT LINE WHICHEVER IS GREATER.

3. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4. MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY 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 NO. 1 NOTE: ELEVATION = 214.59 TOP OF FOUND 3/4" IRON ROD LOCATED 30 FEET WEST OF THE SOUTHEAST CORNER OF THIS TRACT. BENCHMARK NO. 2 NOTE: ELEVATION = 223.37 TOP OF FOUND 1/2" IRON ROD LOCATED AT THE SOUTHWEST CORNER OF THIS SUBDIVISION. (TEXAS STATE PLANE COORDINATE SYSTEM, NAD 1983 SOUTH ZONE)

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 10,320 CUBIC FEET (0.24 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: A TOTAL OF APPROXIMATELY 470 LINEAR FEET OF DRAINAGE SWALES WILL BE CONSTRUCTED ALONG THE REAR OF ALL THE LOTS FOR A TOTAL DETENTION VOLUME OF 12,925 CUBIC FEET. THE SWALES WILL HAVE A TOP DIMENSION OF 15 FEET AND A BOTTOM DIMENSION OF 5 FEET WITH AN AVERAGE DEPTH OF 2.5 FEET.

7. DRAINAGE SWALE EASEMENTS NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY SWALES OR UTILITY EASEMENTS. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE DRAINAGE SWALE EASEMENT. LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE AND EASEMENT.

8. 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 ANALYSES 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 INCULDING INDIVIDUAL LOT PLANNING MATERIAL IS REQUIRED PRIOR OF OCCUPYING A LOT.

9. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

10. JUAN ORTIZ, THE OWNER & SUBDIVIDER OF SAMANTHA SUBDIVISION, RETAIN 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.

11. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

12. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

13. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES OR AS REQUIRED BY UTILITY PROVIDER OCCUPYING AN EASEMENT.

14. CENTRAL POWER AND LIGHT CO. IS HEREBY GRANTED AN EASEMENT AND RIGHT-OF-WAY ON EACH LOT IN SAID SUBDIVISION FOR AN UNDERGROUND ELECTRIC SERVICE LATERAL TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH PURPOSE AT THE RIGHT LOCATION WHERE SUCH SERVICE LATERAL IS TO BE OR IS INSTALLED AND MAINTAINED FROM TIME TO TIME.

15. 1/2" DIAMETER IRON RODS SET AT ALL LOT CORNERS. UNLESS OTHERWISE SPECIFIED.

16. NO SIDEWALKS ARE REQUIRED ON THIS PLAT.

17. FIRE HYDRANTS INSTALLED WITHIN THE CORPORATION'S DISTRIBUTION SYSTEM ARE PROVIDED AT THE CONVENIENCE OF THE CORPORATION AND DO NOT IMPLY ANY RESPONSIBILITY ON THE PART OF THE CORPORATION TO MEET FIRE FLOW REQUIREMENTS

18. ALL IRRIGATION EASEMENTS ARE EXCLUSIVE TO IRRIGATION DISTRICT No. 16, AND THE DISTRICT ALLOWS NO OTHER UTILITIES OR USE WITHOUT EXPRESS APPROVAL.

19. NO UTILITY COMPANY OR OTHER PERSON IS ALLOWED TO CROSS ABOVE OR BELOW GROUND ANY DISTRICT EASEMENT OR RIGHT OF WAY WITH LINES, POLES, OPEN DITCHES OR OTHER USE WITHOUT FIRST OBTAINING A CROSSING PERMIT FROM THE IRRIGATION DISTRICT No. 16.

20. NO PERMANENT STRUCTURE, (EXAMPLE, FENCES OR DRIVEWAY OF ANY CONSTRUCTION) WILL BE ALLOWED TO BE CONSTRUCTED OR EXIST ON ANY DISTRICT EASEMENT OR RIGHT OF WAY WITHOUT WRITTEN APPROVAL BY THE IRRIGATION DISTRICT No. 16. ANY UNAUTHORIZED STRUCTURE IN THE EASEMENT AREA IS SUBJECT TO REMOVAL.

21. NO UTILITY COMPANY OR OTHER PERSON IS ALLOWED TO CONNECT ANY DISTRICT FACILITY WITHOUT FIRST OBTAINING A PERMIT FROM THE IRRIGATION DISTRICT No. 16. ANY CONNECTION NOT AUTHORIZED BY THE DISTRICT IS SUBJECT TO REMOVAL.

22. LOT 16 SHALL NOT HAVE ACCESS/DRIVEWAY ONTO TEXAN ROAD, UNLESS UTILIZED FOR COMMERCIAL USE. IF THE AFOREMENTIONED LOT IS UTIZED FOR COMMERCIAL USE, THE THE LOT OWNER WILL BE REQUIRED TO INSTALL A BUFFER FENCE ABUTTING ALL RESIDENTIAL LOTS. LOCATION OF ACCESS/DRIVEWAY SHALL BE SHOWN ON THE SITE PLAN AS PER NOTE 26 AND ARE SUBJECT TO APPROVAL FROM THE HIDALGO COUNTY PLANNING DEPARTMENT.

23. PROVIDE A PLAT NOTE REQUIRING A 6' FENCE BUFFER A LONG THE WEST AND NORTH SIDE BY DEVELOPER DUE TO THE ADJACENT CALICHE PITS ON THOSE SIDES.

24. A 6' BUFFER FENCE SHALL BE REQUIRED WHEN ADJOINING ANY COMERCIAL ZONE WHETHER EXISTING OR WHEN SUCH COMMERCIAL ZONE IS EVIDENT.

25. ALL LOTS IN SAMANTHA SUBDIVISION ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN SAMANTHA SUBDIVISION TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF SAMANTHA SUBDIVISION THEIR ASSIGNS AND ANY SUBSEQUENT OWNERS OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS, AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OR ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND / OR THE 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 SAMANTHA 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 SAMANTHA SUBDIVION, 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 SAMANTHA 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 OFFICIA LRECORDS, HIDALGO COUNTY, TEXAS.

26. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF THE ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR SCHOOLS, COMMERCIAL INDUSTRIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

SCALE: 1" = 100'

BASIS OF BEARING AS PER TEXAS STATE PLANE COORDINATE SYSTEM NAD 83, SOUTH ZONE

SUBDIVISION PLAT OF SAMANTHA SUBDIVISION

A 10.00 ACRE TRACT OF LAND BEING ALL OF LOT THIRTY-TWO (32), BLOCK SIX (6), TEXAN GARDENS SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP THEREOF RECORDED IN VOLUME 8 PAGES 57-58 OF THE MAP RECORDS OF SAID COUNTY.

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, JUAN ORTIZ
AS OWNER OF THE 10.00 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED SAMANTHA SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATED TO PUBLIC USE THE STREETS, PARKS, AND EASEMENTS SHOWN HEREIN.
I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE S232.032, AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARD.
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET THE MINIMUM REQUIREMENTS OF THE STATE STANDARD.
(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;
WE ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

BY: _____
ZITRO INVESTMENTS PROPERTIES, LLC DATE
JUAN ORTIZ, PRESIDENT
604 PALMVIEW DRIVE
PALMVIEW, TEXAS 78574

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARD JUAN ORTIZ KNOWN TO ME BY THE PEOPLE WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENTS AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR PURPOSES AND CONSIDERATIONS THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____ 2014 A.D.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES_____

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

WE, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF THE SAMANTHA SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT.
ON THIS THE _____ DAY _____, 2014 A.D.

_____
HIDALGO COUNTY JUDGE DATE

ATTEST: _____
HIDALGO COUNTY CLERK DATE

CITY OF MISSION
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE §232.028(a)

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

_____ _____
MAYOR, CITY OF MISSION ATTEST: CITY SECRETARY

DATE: _____ DATE: _____

THIS SUBDIVISION PLAT OF SAMANTHA SUBDIVISION, HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF MISSION, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____ DAY OF _____ , 2014 A.D.

_____
CHAIRMAN , PLANNING & ZONING COMMISSION

STATE OF TEXAS
COUNTY OF HIDALGO

I, JAVIER HINOJOSA, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT

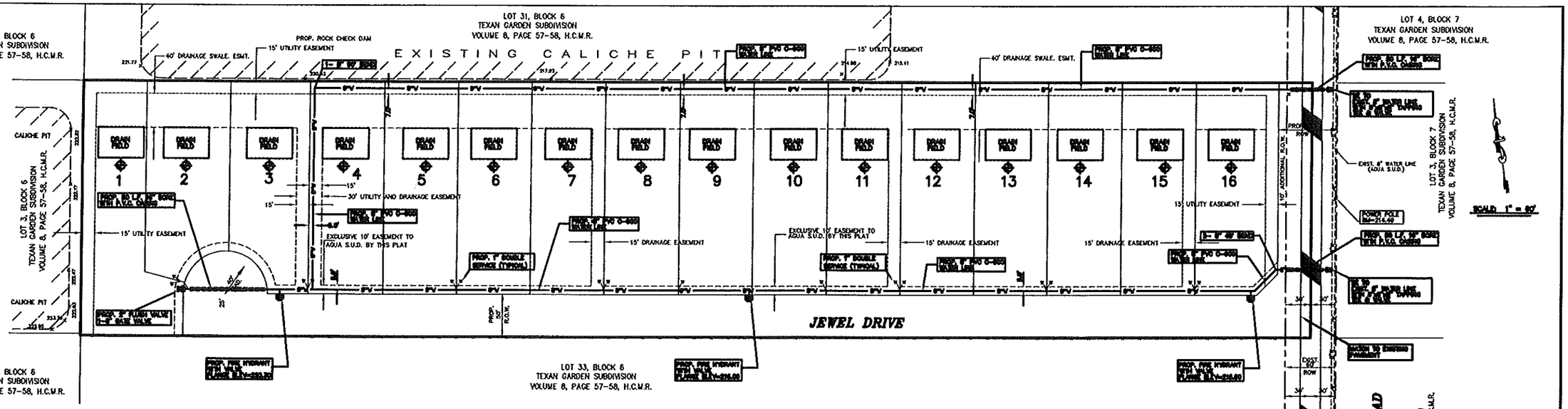
_____
JAVIER HINOJOSA, P.E.
LICENSED PROFESSIONAL ENGINEER NO. 74808

STATE OF TEXAS
COUNTY OF HIDALGO

I, PABLO PENA III, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

_____
PABLO PENA III, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR No. 5242
1001 WHITEWING
MCALLEN, TEXAS 78502
(956) 682-8812 DATE SURVEYED: 6-24-06

REVISIONS		



FINAL ENGINEERING REPORT FOR SAMANTHA SUBDIVISION

BY JAVIER HINOJOSA, P.E.

WATER SUPPLY: DESCRIPTION, COSTS, AND OPERABILITY DATE

SAMANTHA SUBDIVISION WILL BE PROVIDED WITH PORTABLE WATER BY AQUA S.U.D. THE SUBDIVIDER AND AQUA S.U.D. HAVE ENTERED INTO A CONTRACT IN WHICH AQUA S.U.D. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST THIRTY YEARS AND AQUA S.U.D. 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. AQUA S.U.D. HAS AN EXISTING 8" DIAMETER WATER LINE LOCATED ON THE EAST SIDE OF TEXAN ROAD. THIS SUBDIVISION WILL TIE ON TO THE EXISTING 8" WATER LINE AND CONSTRUCT AN 8" WATER LINE THAT WILL EXTEND WEST ALONG THE NORTH SIDE OF JEWEL DRIVE TO LOT 1 OF THIS SUBDIVISION. AN 8" WATERLINE WILL ALSO BE EXTENDED ALONG THE WEST SIDE OF LOT 4 TO THE NORTH SIDE OF THIS SUBDIVISION AND EAST TO TEXAN ROAD TO CREATE A LOOP FOR SERVICE TO THIS SUBDIVISION. EACH LOT IS PROVIDED WITH A 3/4" INCH WATER SERVICE CONNECTING TO THE PROPOSED 8" WATER LINE. A TOTAL OF 2-3/4" SINGLE SERVICE AND 7-3/4" DOUBLE SERVICE LINES CONNECTIONS WILL BE INSTALLED. THE COST FOR INSTALLATION OF THE WATER SERVICES IS A TOTAL OF $00,00 THE SUBDIVIDER HAS IN ADDITION PAID TO THE AQUA S.U.D., THE SUM OF $00,000 WHICH COVERS THE COST PER LOT FOR THE WATER METER (INCLUDING INSTALLATION COSTS, ALL TAP FEES, WATER RIGHTS AND MEMBERSHIP FEES). UPON REQUEST BY THE OWNER OF A LOT, AQUA S.U.D. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY AQUA S.U.D. 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 SAMANTHA SUBDIVISION WILL BE TREATED BY INDIVIDUAL ONSITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAINFIELD ON EACH LOT. THE UNDERSIGNED PROFESSIONAL ENGINEER HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY ENVIRONMENTAL HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR REPLACEMENT DRAIN FIELD.

EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATES A SANDY LOAM SOIL FOR THE AREA. A TOTAL OF 16 SOIL BORING WERE PERFORMED FOR THIS SUBDIVISION. THE SOIL IS UNIFORM SANDY LOAM EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUNDWATER OR A RESTRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

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. ALL OSSF HAVE BEEN INSTALLED AT THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL AT A TOTAL COST OF $24,000.00. THE SUBDIVIDER WILL INCLUDE THE COST OF A SEPTIC SYSTEM IN THE SALES PRICE OF EACH LOT. THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED ALL SEPTIC SYSTEMS AND HAS APPROVED THE INSTALATION (DATE OF INSPECTION).

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 THE WATER AND SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES – THESE FACILITIES ARE FULLY CONSTRUCTED UPON FINAL PLAT APPROVAL, EXCEPT FOR INSTALLATION OF WATER METERS, AT A COST OF $ 00,000.00. THE SUBDIVIDER HAS ALSO PAID A TOTAL OF $ 00,000.00 AQUA S.U.D. TO COVER THE COSTS OF INSTALLATION OF METERS, WATER RIGHTS, MEMBERSHIPS AND ALL TAP FEES.

SEWAGE FACILITIES – SEPTIC SYSTEMS ARE ESTIMATED TO COST $1,500.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL $24,000.00 FOR THE SUBDIVISION.

JAVIER HINOJOSA, P.E., #74808 DATE

REPORTE DE INGENIERIA DE SAMANTHA SUBDIVISION

BY: JAVIER HINOJOSA P.E.

ABASTECIMIENTO DE AGUA: DESCRIPCION, COSTOS Y FECHA DE OPERABILIDAD

SAMANTHA SUBDIVISION RECIBIRA UNA PROVISION DE AGUA DE LA COMPAÑIA AQUA S.U.D. EL DUEÑO DE LA SUBDIVISION Y AQUA S.U.D. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISION RECIBIRA SU PROVISION DE AGUA POR LOS PROXIMOS 30 AÑOS. AQUA S.U.D. HA PRESENTADO DOCUMENTACION PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISION. AQUA S.U.D., CUENTA CON UNA LINEA DE AQUA EXISTENTE DE 8" DE DIAMETRO EXISTENTE SE ENCUENTRA AL ESTE DE LA SUBDIVISION SOBRE LA TEXAN ROAD. ESTA SUBDIVISION SE CONECTARA A LA LINEA DE AGUA DE 8" Y SE REEMPLAZARA CON UNA LINEA DE AGUA DE 8" Y SERA EXTENDIDA EN EL LADO NORTE DE JEWEL DRIVE AL OESTE HASTA LOTE 1 DE ESTA SUBDIVISION. UNA LINEA DE 8" EN DIAMETRO SERA EXTENDIDA EN EL LADO OESTE DE LOT 4 ASTA EL NORTE DE ESTA SUDIVISION Y ESTE A TEXAN ROAD PARA CREAR UN LAZO PARA SERVICIO DE ESTA SUBDIVISION. CADA LOTE ES ABASTECIDO CON UN SERVICIO INDIVIDUAL DE 3/4" AQUA CONECTANDOSE CON LA LINEA DE AQUA PROPUESTA DE 8" DE DIAMETRO. UN TOTAL DE 2 SERVICIOS INDIVIDUALES DE 3/4" Y 8 SERVICIOS DOBLES DE 3/4" PARA ABASTECER A ESTA SUBDIVISION. EL COSTO TOTAL POR INSTALACION Y LOS SERVICIOS DE AQUA ES UN TOTAL DE $ 00,000.00. EL DUEÑO HA PAGADO ADICIONALMENTE A AGUA S.U.D., LA SUMA DE $ 00,000 LO CUAL CUBRE LOS COSTOS POR LOTE DE LOS MEDIDORES DE AGUA (INCLUYENDO COSTO DE INSTALACION, COSTOS DE CONECCION Y DERECHOS DE AGUA). SOBRE EL REQUERIMIENTO DE EL DUEÑO DEL LOTE, AQUA S.U.D., INMEDIATAMENTE INSTALARA SIN CARGO ALGUNO EL MEDIDOR DEL AGUA PARA ESE LOTE. LAS INSTALACIONES COMPLETAS DE AGUA HAN SIDO APROVADAS Y ACEPTADAS POR AQUA S.U.D.. EL SISTEMA DE AQUA ESTARA EN FUNCIONAMIENTO COMPLETO ANTES O EL LA FECHA, EL LA CUAL LA SUBDIVISION SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE SANITARIO: DESCRIPCION, COSTOS Y FECHA DE OPERABILIDAD

EL DRENAJE DE SAMANTHA SUBDIVISION SE INSTALARA UNA FOSA SEPTICA EN CADA SOLAR. ESTA FOSA SEPTICA CONSISTE DE UN TANQUE SEPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. EL INGENIERO AUTOR DE ESTE DOCUMENTO HA EVALUADO EL AREA DONDE SE ENCUENTRA LA SUBDIVISION Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA ESTAS FOSAS SEPTICAS (OSSF). EL REPORTE FUE APROBADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT) SEGUN EL REPORTE.

CADA LOTE EN LA SUBDIVISION PROPUESTA MIDE POR LO MENOS ½ ACRE (21,780 PIES CUADRADOS). SE HICIERON 16 EXCAVACIONES DE EVALUACION EN LUGARES OPUESTOS EN LA SUBDIVISION (EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA AREA ES SIGNIFICANTEMENTE UNIFORME). EL TERRENO ES UNIFORME (TIPO FINO-ARCILLOSO ARENOSO) Y SE EXTIENDE 36 PULGADAS BAJO TODAS LAS EXCAVACIONES PROPUESTAS. NO EXISTE EVIDENCIA DE AGUA 24 PULGADAS MAS ARRIBA DE LO MAS ABAJO DE LAS EXCAVACIONES PROPUESTAS. EL AGUA EN ESTA AREA FLUYE BIEN.

EL COSTO TOTAL PARA LA INSTALACION DE UN SISTEMA INDIVIDUAL DE FOSAS SEPTICAS POR SOLAR ES $ 1,500.00, INCLUYENDO EL COSTO DEL PERMISO Y LICENCIA. EN ESTOS MOMENTOS TODAS LAS FOSAS SEPTICAS HAN SIDO INSTALADAS EN EL PROCESO DE LA APROBACION FINAL. A UN COSTO TOTAL DE $24,000.00. LA PERSONA ENCARGADA O EL DUEÑO DE LA SUBDIVISION INCLUIRA EL COSTO DEL SISTEMA SEPTICO EN EL PRECIO DE CADA UNO DE LOS SOLARES. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODAS LAS FOSAS SEPTICAS Y HA APROBADO LA INSTALACION DE LAS FOSAS SEPTICAS DESDE (FECHA DE INSPECCION).

CERTIFICACION:

CON MI FIRMA CERTIFICO QUE LOS SERVICIOS DE AGUA Y DRENAJE SANITARIO DESCRITOS ANTERIORMENTE, CUMPLAN CON LAS REGLAS MODELO ADOPTADAS BAJO LA SECCION 16.343 DEL CODIGO DE AGUA.

CERTIFICO QUE LOS COSTOS ESTIMADOS DE INSTALACION DE LOS SERVICIOS DE AQUA Y DRENAJE SANITARIO (OSSF). DISCUTIDOS ANTERIORMENTE SON DE LA SIGUIENTE MANERA:

AGUA – EL SISTEMA ESTARA TOTALMENTE CONSTRUIDO DESPUES DE LA APROBACIÓN DEL PLANO FINAL, EXCEPTO LA INSTALACION DE MEDIDORES DE AQUA CON UN COSTO DE $ 00,000.00. LA PERSONA ENCARGADA O DUEÑO DE LA SUBDIVISION DEBERA PAGAR UN TOTAL DE $ 00,00 A AQUA S.U.D. PARA CUBRIR LOS GASTOS DE INSTALACION DE MEDIDORES DE AQUA, POR LOS DERECHOS DE AQUA, Y COSTOS DE INSTALACION.

DRENAJE SANITARIO – EL SISTEMA SEPTICO TIENE UN COSTO ESTIMADO DE $ 1,500.00 POR LOTE (TODO INCLUIDO), CON UN TOTAL DE $ 24,000.00 POR LA SUBDIVISION.

JAVIER HINOJOSA, P.E., #74808 DATE

SUBDIVIDER CERTIFICATION:

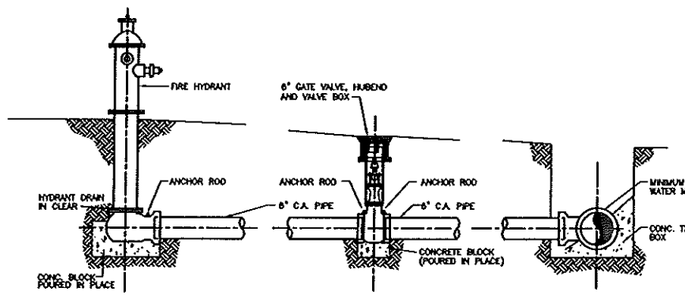
1 – BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (A) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

1 – I, JUAN ORTIZ, SUBDIVIDER OF SAMANTHA SUBDIVISION, HEREBY CERTIFY THAT SEWER PERMITS HAVE BEEN PAID AND ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT PRIOR TO BUILDING ON ANY LOT 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 TO THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

BY:_____
JUAN ORTIZ DATE
604 PALMVIEW DRIVE
PALMVIEW, TEXAS 78574

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JUAN ORTIZ. KNOWN TO MY BY THE PERSON WHOSE NAME ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO MY THAT HE EXECUTED THE SAME PURPOSED AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND DEAL OF OFFICE THIS THE _____ DAY OF _____ 2014.

_____
NOTARY PUBUC
MY COMMISSION EXPIRES_____



FIRE HYDRANT INSTALLATION

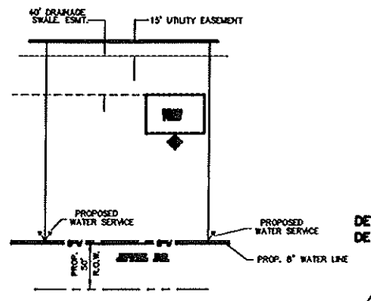
COST ESTIMATE:

PAVING STREET	$ 0.000
WATER SUPPLY SYSTEM:	$ 0.000
SEPTIC TANK SYSTEM:	$ 24,000
DRAINAGE:	$ 0.000
PAVING OF SAMMY DRIVE:	$ 0.000

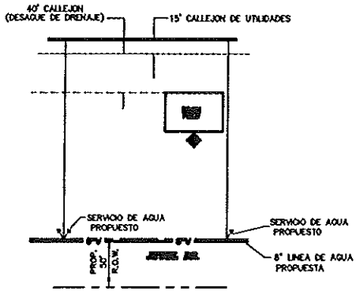
LEGEND:

◆ APPROXIMATE LOCATION OF SOIL BORINGS AS PERFORMED BY THE SOILS EVALUATOR.

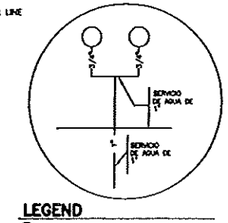
TYPICAL LOT DETAIL



DETALLE TIPICO DE LOTE

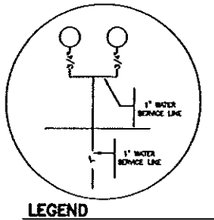


DETALLE TIPICO DE LINEAS DE SERVICIO Y MEDIDOR DE AGUA



LEGEND
○ -------- MEDIDOR DE AGUA

TYPICAL DETAIL OF SERVICE LINES AND WATER METER BOXES



LEGEND
○ -------- WATER METER BOX

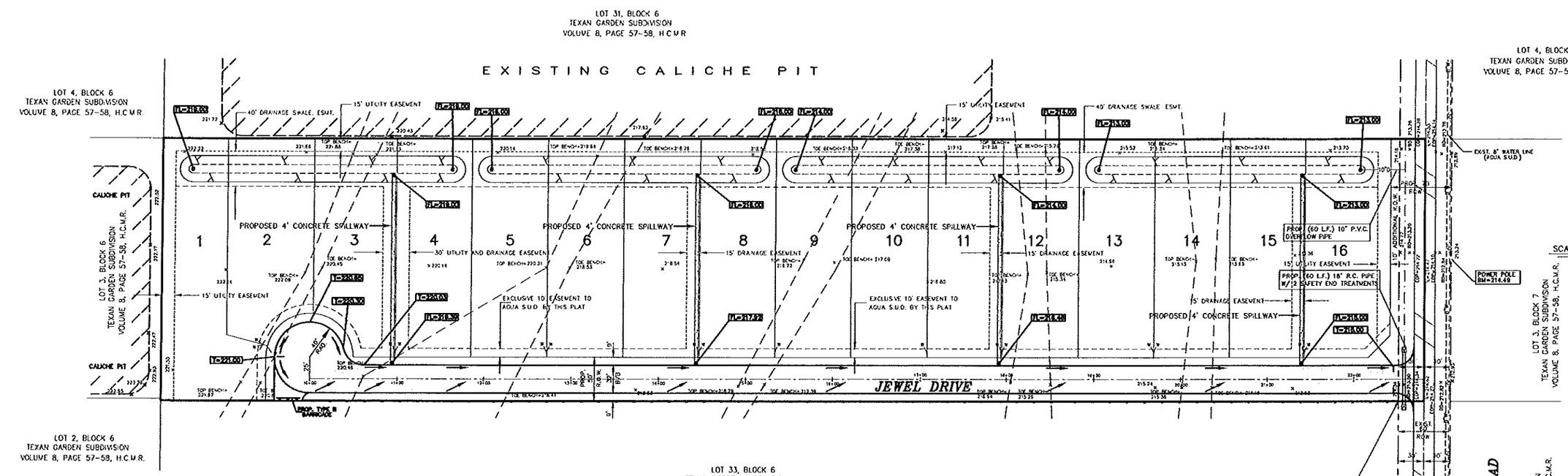
REVISIONS

SAMANTHA SUBDIVISION

SHEET NO. 2 OF 3

JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
[author block redacted]
TBPE FIRM No. F-1295

110201



DRAINAGE REPORT
SAMANTHA SUBDIVISION

THE SAMANTHA SUBDIVISION IS A 10.00 ACRE TRACT LOCATED ON THE WEST SIDE OF TEXAN ROAD APPROXIMATELY 600 FEET NORTH OF MILE 4 ROAD. THE SITE IS PRESENTLY OPEN. THE PROPERTY IS LOCATED WITHIN ZONE "X" ON A FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 480334 0290 D, DATED JUNE 6, 2000.

THE SOILS ON THE PROPERTY ARE CLASSIFIED AS HIDALGO FINE SANDY LOAM ACCORDING TO THE "SOIL SURVEY OF HIDALGO COUNTY, TEXAS". ACCORDING TO THE SOIL SURVEY THE HIDALGO SERIES CONSISTS OF DEEP, WELL DRAINED, LOAMY SOILS ON UPLANDS.

THE PROPOSED USE CALLS FOR 16 SINGLE FAMILY RESIDENTIAL LOTS. DRAINAGE WILL BE ACCOMPLISHED VIA ONSITE DETENTION SWALES WITHIN THE SUBDIVISION WITH DISCHARGE INTO THE EXISTING ROADWAY DITCHES OF TEXAN ROAD. THE EXISTING ROADWAY DITCH OF TEXAN ROAD FOLLOWS A DRAINAGE PATTERN SOUTH APPROXIMATELY 1/8 MILE AND CONTINUES EASTWARD ON A NATURAL SHEET FLOW PATTERN.

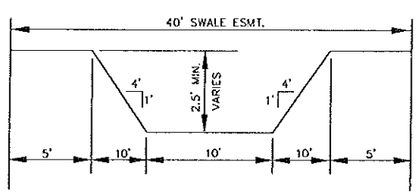
THE GENERAL SHEET FLOW PATTERN FROM THE SITE IS DIRECTED IN A EASTERLY DIRECTION. THE EXISTING RUNOFF FROM THE SITE FOR A 10 YEAR STORM IS 4.40 CUBIC FEET PER SECOND.

THE PROPOSED DEVELOPMENT WILL INCREASE RUNOFF WITHOUT DETENTION TO A MAXIMUM OF 13.64 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 REQUIREMENT OF 30,492 CUB.C FEET (0.70 ACRE FEET) OF DETENTION IS NECESSARY. THIS DETENTION WILL BE ACCOMPLISHED WITHIN THE DRAINAGE SWALES LOCATED AT THE REAR OF EVERY LOT. THE SUBDIVISION WILL CONSTRUCT APPROXIMATELY 2,960 FEET OF SWALES AT THE REAR OF THE LOTS FOR A TOTAL DETENTION VOLUME OF 74,000 CUBIC FEET. THE PROPOSED SWALES WILL HAVE A TOP DIMENSION OF 30 FEET AND A BOTTOM DIMENSION OF 10 FEET WITH AN AVERAGE DEPTH OF 2.5 FEET.

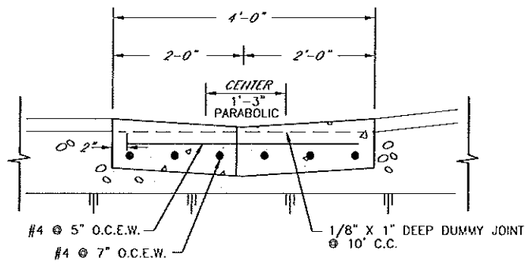
CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100-YEAR FLOODPLAIN AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0290 D (REVISED JUNE 06, 2000) FOR AREAS WITHIN SAMANTHA SUBDIVISION IS CONTAINED WITHIN THE DRAINAGE SWALES OF THE SUBDIVISION.

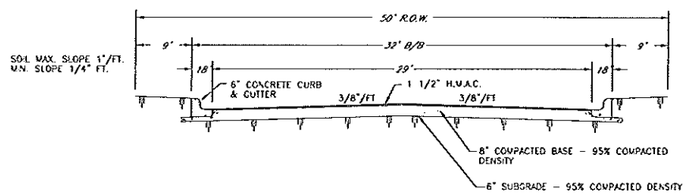
JAVIER HINOJOSA, P.E. #74808 DATE



TYPICAL SWALE CROSS SECTION



CONCRETE CONCTETE SPILLWAY



STD STREET CROSS SECTION "AA"

COST ESTIMATE:	
PAVING STREET	$ 0.000
WATER SUPPLY SYSTEM:	$ 0.000
SEPTIC TANK SYSTEM:	$ 24.000
DRAINAGE:	$ 0.000
PAVING OF SAMMY DRIVE:	$ 0.000

SAMANTHA SUBDIVISION

MAP OF TOPOGRAPHY AND DRAINAGE
MAPA DE TOPOGRAPHIA Y DESAGUE

REVISIONS

FILE 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

JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1588
javhin@rgv.rr.com
TBPE FIRM No. F-1295

SHEET NO. 3 OF 3 SHEETS

110201

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: 04-29-2014

PROPOSED **MARELY** SUBDIVISION, PRECINCT No. **3** .

ENGINEER FIRM: **NAIN ENGINEERING** DEVELOPER: **CAROLINA BARRERA**

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

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

LOCATION DESCRIPTION: **West side of Schuerbach Road, 2300 feet North of Mile 3 North Road**

SUBDIVISION LIES WITHIN THE: ☒*ETJ of* **Mission** *and was approved administratively by said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **02-27-14** PROPERTY LIES WITHIN FLOOD ZONE: **"C"** AS PER FEMA.

DRAINAGE DESIGN: **Runoff will be detained within the property on existing natural low areas and out falling into the re-graded roadside ditch.**

ROAD R.O.W. DEDICATION: **15 feet to Schuerbach**

H.C.R.O.W. PRELIMINARYAPPROVAL DATE: **03-14-14** By, **Victor Gallardo** Pct 3 R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **03-06-14** By, **Elizardo Ramos, Environmental Health Division Manager**

☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Jose A. Gonzalez**

SEWER SYSTEM: ☐OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: _____

WATER SERVICE PROVIDER: **SWSC** LINE SIZE: **4"** LOCATION: **West side of Schuerbach Rd.**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **03-27-14** : By **Martin Ramirez, Environmental Compliance Coordinator**

☒ Less than 1 acre and project is not part of a larger common plan of development – Project will not need coverage under TPDES General Permit for Construction Activities (TXR150000). No further submittals are required.

REQUEST FOR FINAL APPROVAL WITH: ☐ **Cash Deposit:** *Amount:$_____For:* ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS
☐**A Letter of Credit** *Financial Institution:* _____ *L.O.C No.* _____
Amount: $_____For: ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: _____, __

STAFF RECOMMENDS:

☒ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments and the approval from the* ***City of Mission***

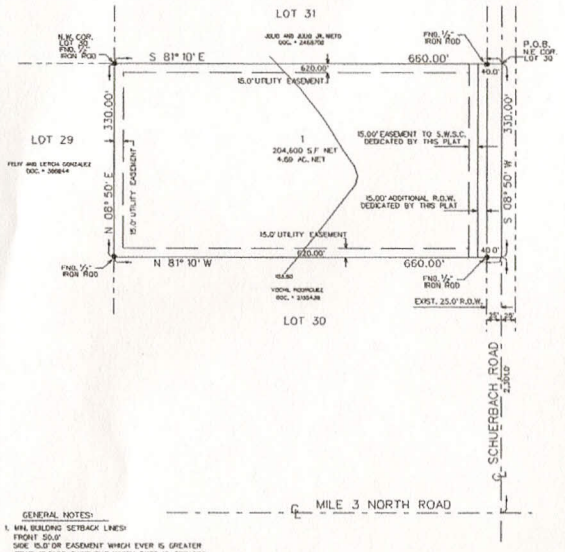
☐ **Final Approval** *subject to recommendations other departments*

☐ **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.*

MARELY SUBDIVISION

A 5.00 ACRE TRACT OF LAND BEING THE NORTH 5.00 ACRES OF LOT 30, NEW CALEDONIAN SUBDIVISION No. 3, ACCORDING TO THE MAP RECORDED IN VOLUME 6, PAGE 47, MAP RECORDS, HIDALGO COUNTY, TEXAS.

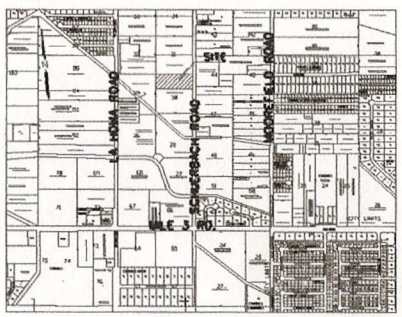


SC: 1" = 100'

GENERAL NOTES:

1. MIN. BUILDING SETBACK LINES:
   FRONT 50.0'
   SIDE 15.0' OR EASEMENT WHICH EVER IS GREATER
   REAR 15.0' OR EASEMENT WHICH EVER IS GREATER
2. MINIMUM FINISH FLOOR NOTE:
   MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
3. ● -DENOTES ½" IRON ROD FOUND UNLESS OTHERWISE NOTED.
   O -DENOTES ½" IRON ROD SET UNLESS OTHERWISE NOTED.
   ^ -DENOTES NAIL FOUND UNLESS OTHERWISE NOTED.
4. BENCHMARK ELEVATION 89.50' TOP OF INLET, ON THE SOUTH SIDE OF E. RICHARDSON BLVD. (FM 2128) 150.0' WEST OF THE EAST LINE OF THIS SUBDIVISION. U.S.G.S.
5. FLOOD ZONE DESIGNATION ZONE "C"
   AREAS OF MINIMAL FLOODING
   C.P.N. 480334 0400 C
   MAP REVISED: NOVEMBER 16, 1982

   CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).
6. DRAINAGE:
   IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO OBTAIN A TOTAL OF ____ CUBIC FEET (____ ACRE-FEET) OF STORM WATER RUNOFF, DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: THE DRAINAGE FOR THIS DEVELOPMENT WILL BE SELF-CONTAINED WITH DETENTION AREA ON THE WEST SIDE OF THIS LOT
7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
   EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.



LOCATION MAP SCALE 1" = 1000'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

MARELY SUBDIVISION IS WITHIN HIDALGO COUNTY PRECINCT No. 3 AND IS LOCATED WESTERLY HIDALGO COUNTY, ON THE WEST SIDE SCHUERBACH ROAD, 2,300 FEET NORTH OF MILE 3 NORTH ROAD, THE ONLY NEARBY MUNICIPALITY IS THE CITY OF MISSION (POPULATION OF 77,058 2010 CENSUS) MARELY SUBDIVISION LIES OUTSIDE THE 5 MILE EXTRATERRITORIAL JURISDICTION OF CITY OF MISSION UNDER LOCAL GOVERNMENT CODE § 212.001.

8. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
   NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVALS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT
9. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
   THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
   A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
   B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
   C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT
   D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
   E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.
   F. A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITH IN A DESIGNATED FLOOD ZONE, THE DESIGN SHALL INCLUDE BUT NOT LIMITED TO THE FOLLOWING ITEMS:
      1. ANCHORING OF SEPTIC TANK(s)
      2. BACK FLOW VALVES
      3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL
10. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION
11. JOSE FELIPE MARTINEZ AND CAROLINA BARRERA., THE OWNERS & SUBDIVIDERS OF MARELY SUBDIVISION RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.
12. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
13. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPANCY AN EASEMENT
14. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL AND INDUSTRIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN/DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
15. FIRE HYDRANTS INSTALLED WITHIN THE CORPORATION'S DISTRIBUTION SYSTEM ARE PROVIDED AT THE CONVENIENCE OF THE CORPORATION AND DO NOT IMPLY ANY RESPONSIBILITY ON THE PART OF THE CORPORATION TO MEET FIRE FLOW REQUIREMENTS.
16. IF THE PURCHASER(S) OF A LOT REQUIRES A COMMERCIAL LOT & SUBSEQUENTLY DETERMINE THAT A LARGER METER IS REQUIRED, THEN THE LUE WILL NEED TO BE CALCULATED AND APPROPRIATE FEES ON THE UPGRADE MUST BE PAID TO THE CORPORATION PRIOR TO THE INITIATION OF SERVICE ON SUCH LARGER METER(S). THE DEVELOPER WILL NEED TO ADVISE PURCHASERS OF THIS OBLIGATION.
17. AN ENGINEERED DETENTION PLAN APPROVED BY THE HIDALGO COUNTY IS REQUIRED AT BUILDING PERMIT STAGE.

REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	CAROLINA BARRERA	111 TEMPLO DORADO	MISSION, TEXAS, 78572	(956) 432-8762
ENGINEER:	GUILLERMO A. ARRATIA, P.E.	526 N. 6TH ST.	DONNA, TX 78537	(956) 784-0218
SURVEYOR:	HOMERO L. GUTIERREZ	2500 SAN DIEGO	MISSION, TEXAS 78572	(956) 583-5479

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

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

BY _____

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL
I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF MARELY SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARMENT ON _____

_____ _____
HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.0028 (a)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE MARELY SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, 2014.

_____
HIDALGO COUNTY JUDGE DATE

ATTEST: _____
HIDALGO COUNTY CLERK DATE

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

DATE OF PREPARATION: MARCH 3, 2014

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
526 N. 6TH STREET
DONNA, TEXAS, 78537
FIRM NO. F-8050
PH. (956) 784-0218
E-MAIL: NAINENGINEERING@YAHOO.COM

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

WE, JOSE FELIPE MARTINEZ GALICIA AND CAROLINA BARRERA OWNERS OF THE 5.00 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED "MARELY SUBDIVISION" HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS, PARK AND EASEMENTS SHOWN HEREIN.
WE CERTIFY THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTION TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTION TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTION PROVIDED TO THE LOTS MEET, OR WILL MEET, MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTION, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

WE ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT IS TRUE AND COMPLETE.

_____ _____
OWNER: JOSE FELIPE MARTINEZ GALICIA OWNER: CAROLINA BARRERA
ADDRESS: 111 TEMPLO DORADO ADDRESS: 111 TEMPLO DORADO
MISSION, TEXAS, 78572 MISSION, TEXAS 78572

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED JOSE FELIPE MARTINEZ GALICIA AND CAROLINA BARRERA PROVED TO BE THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME DULY SWORN, DECLARED THAT THEIR STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2014

_____
NOTARY PUBLIC, FOR THE STATE OF TEXAS

THIS PLAT IS HERE BY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 6
DATED THIS _____ DAY OF _____, 2014

_____
PRESIDENT DATE

ATTEST: _____
SECRETARY DATE

THIS PLAT OF MARELY SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MISSION, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS THE _____ DAY OF _____, 2014

_____
CHAIRMAN

CITY OF MISSION
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.009 (c) AND § 212.0115(b)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE MARELY SUBDIVISION WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION ON _____, _____.

_____ _____
MAYOR OF THE CITY OF MISSION DATE

ATTEST: _____ _____
SECRETARY OF THE CITY OF MISSION DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, HOMERO LUIS GUTIERREZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

_____
HOMERO LUIS GUTIERREZ
REGISTERED PROFESSIONAL LAND SURVEYOR No. 2781
2500 SAN DIEGO
MISSION, TEXAS 78572

STATE OF TEXAS
COUNTY OF HIDALGO

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

_____
GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER No. 94001
526 N. 6TH ST.
DONNA, TEXAS, 78537

STATE OF TEXAS
GUILLERMO A. ARRATIA
94001
LICENSED
PROFESSIONAL ENGINEER

SHEET 1 OF 2

INDEX TO SHEET OF MARELY SUBDIVISION

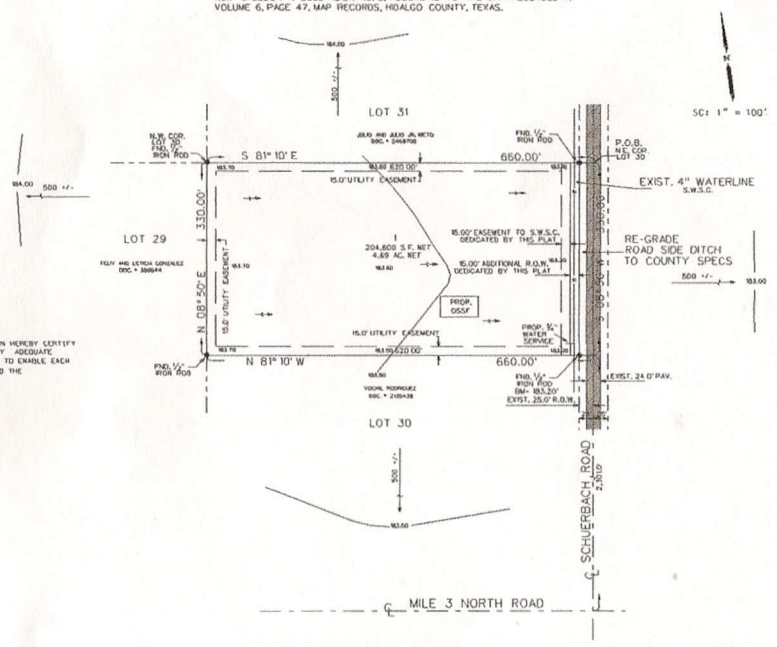
SHEET 1	HEADING: INDEX, LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATIONS; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY APPROVAL CERTIFICATES; COUNTY CLERK'S RECORDING; NOTICE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.D.D. CERTIFICATION; H.C.I.D. No. 1 CERTIFICATE
SHEET 2	OF APPROVAL; REVISION NOTES; H.C.W.I.D.
	WATER DISTRIBUTION AND ON-SITE SEWAGE FACILITY; ENGINEERING REPORT (ENGLISH AND SPANISH VERSIONS), INCLUDING DESCRIPTION OF WATER AND WASTE WATER, AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSIONS); TYPICAL WATER SERVICE CONNECTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION
	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION; REVISION NOTES; CONSTRUCTION DETAILS

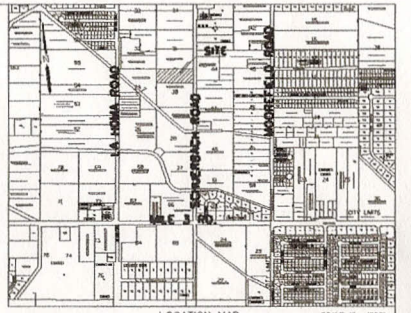
MAP OF TOPOGRAPHY AND DRAINAGE
MAPA DE TOPOGRAFIA Y DRENAJE

MARELY SUBDIVISION

A 5.00 ACRE TRACT OF LAND BEING THE NORTH 5.00 ACRES OF LOT 30, NEW CALEDONIAN SUBDIVISION No. 3, ACCORDING TO THE MAP RECORDED IN VOLUME 6, PAGE 47, MAP RECORDS, HIDALGO COUNTY, TEXAS.

MAP OF WATER DISTRIBUTION SYSTEM
MAPA DE DISTRIBUCION DE AGUA





LOCATION MAP SCALED 1"= 1000'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

MARELY SUBDIVISION IS WITHIN HIDALGO COUNTY PRECINCT No. 3 AND IS LOCATED WESTERLY HIDALGO COUNTY, ON THE WEST SIDE SCHUERBACH ROAD, 2,300 FEET NORTH OF MILE 3 NORTH ROAD THE ONLY NEARBY MUNICIPALITY IS THE CITY OF MISSION (POPULATION OF 77,058 2010 CENSUS). MARELY SUBDIVISION LIES OUTSIDE THE 5 MILE EXTRATERRITORIAL JURISDICTION OF CITY OF MISSION UNDER LOCAL GOVERNMENT CODE § 212.001.

SUBDIVIDER CERTIFICATION:

1.- BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOT MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOT OR SEPTIC TANK MEET OR WILL MEET SUCH STANDARDS AND WILL BE BY STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1.- WE JOSE FELIPE MARTINEZ GALICIA AND CAROLINA BARRERA SUBDIVIDERS OF MARELY SUBDIVISION HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAID AND ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPL WITH THE REGULATIONS AND THE LAWS TO THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

OWNER: JOSE FELIPE MARTINEZ GALICIA
ADDRESS: 111 TEMPLO DORADO
MISSION, TEXAS, 78572

OWNER: CAROLINA BARRERA
ADDRESS 111 TEMPLO DORADO
MISSION, TEXAS, 78572

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED JOSE FELIPE MARTINEZ GALICIA AND CAROLINA BARRERA PROVED TO ME THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME DULY SWORN, DECLARED THAT THEIR STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2014

NOTARY PUBLIC, FOR THE STATE OF TEXAS

DRAINAGE REPORT:

MARCH, 2014
DRAINAGE REPORT
BY: GUILLERMO A. ARRATIA, P.E.

MARELY SUBDIVISION
HIDALGO COUNTY, TEXAS

PROJECT LOCATION:
THE PROPERTY IS LOCATED ON THE WEST SIDE OF SCHUERBACH ROAD, 2,300 FEET NORTH OF MILE 3 NORTH ROAD.

FLOOD PLAIN:
THE SUBJECT TRACT LIES IN ZONE "C"
AREAS OF MINIMAL FLOODING.
IN ACCORDANCE WITH FEMA FIRM MAP NO. 480334 0400 C
MAP REVISED NOVEMEBR 16, 1982.

SOIL CONDITIONS:
A REVIEW OF THE SOIL SURVEY OF HIDALGO COUNTY INDICATES THE SUBJECT TRACT LIES IN AN AREA OF PREDOMINANTLY RAYMONDVILLE SANDY CLAY LOAM SOIL THAT HAS A POOR LOW SWALE POTENTIAL AND IS LISTED IN HYDROLOGICAL GROUP D.

EXISTING CONDITIONS:
THE SUBJECT TRACT IS CURRENTLY UNDEVELOPED. THE EXISTING TERRAIN HAS A GRADE OF APPROXIMATLEY 0.1%, EXISTING RUNOFF 13.18 CFS) FROM THE SITE IS BY FORM OF SHEET FLOW RUNS TOWARDS THE EAST SIDE OF THIS TRACT.

PROPOSED CONDITIONS:
THE PROPOSED CONDITIONS FOR THIS SUBJECT TRACT CONSIST OF ONE RESIDENTIAL LOT. THE STORM SEWER RUNOFF AFTER DEVELOPMENT TO BE 4.4 CFS, (HAVE CALCULATED THAT 7.815 CF OF STORM SEWER FOR A 10-YEAR DESIGN FREQUENCY AND WILL BE DETAINED WITHIN THE PROPERTY BY EXISTING NATURAL LOW AND OUTFALLING INTO THE RE-GRADED ROAD SIDE DITCH. DRAINAGE PLAN TO BE APPROVED BY THE COUNTY OF HIDALGO AT TIME OF ISSUANCE OF BUILDING PERMIT.

CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THIS SUBDIVISION LIES IN A THE SUBJECT TRACT LIES IN ZONE "C". AREAS OF MINIMAL FLOODING.
IN ACCORDANCE WITH FEMA FIRM MAP NO. 480334 0400 C
MAP REVISED NOVEMEBR 16, 1982.
BASED ON GRAPHICAL REPRESENTATION ON DATE SIGN.

GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER NO. 84001
526 N. 5TH ST.
DONNA, TEXAS. 78537

STATE OF TEXAS
GUILLERMO A ARRATIA
94001
LICENSED
PROFESSIONAL ENGINEER

FINAL WATER AND SEWER ENGINEERING REPORT
WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

MARELY SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY THE SHARYLAND WATER SUPPLY (S.W.S.C.). THE SUBDIVIDER, AND S.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH S.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND S.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.

S.W.S.C. HAS AN EXISTING 4" DIAMETER WATERLINE RUNNING ALONG THE WEST RIGHT-OF-WAY OF SCHUERBACH ROAD

WATER DISTRIBUTION FOR MARELY SUBDIVISION CONSIST OF A PROPOSED 1- ¾" DIAMETER SINGLE WEATER SERVICE FOR LOT 1, SAID SERVICE TERMINATE AT THE WATER METER BOX, AND THE METER BOX HAVE ALREADY BEEN INSTALLED AT A TOTAL COST OF $ 750.00, WHICH COVERS THE COST FOR LOT 1, AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF THE WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOT IN THE SUBDIVISION TO S.W.S.C., UPON REQUEST BY THE LOT OWNER, S.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER.
THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY S.W.S.C., AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES: DESCRIPTION, COSTS, AND OPERABILITY DATES:

SEWAGE FROM MARELY SUBDIVISION WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENTS SEPTIC TANK AND A DRAIN FIELD ON THIS LOT. THE SITE EVALUATER JOSE A GONZALEZ REG. # 12258, HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR A REPLACEMENTS DRAIN FIELD.

EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST ½ ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A SANDY LOAM SOIL FOR THE AREA AT LEAST TWO SOIL EXCAVATIONS WERE PERFORMED ON THE SITE, AT OPPOSITE ENDS OF THE SOIL IS A TEXTURE CLASS IS SANDY LOAM BLOCKY EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUNDWATER OR A RESTRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOTS IS $1,500.00, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSF'S HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT AT TOTAL COST OF $1,500.00. THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF ON

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 $ 750.00

SEWAGE FACILITIES - SEPTIC SYSTEM HAS BEEN INSTALLED AT A TOTAL COST OF $1,500.00

FINAL WATER AND SEWER ENGINEERING REPORT IN SPANISH

PROVISION DE AGUA: DESCRIPCION, GASTOS Y FECHA DE INICIO

LA SUBDIVISION DE MARELY SUBDIVISION RECIBIRA SU PROVISION DE AGUA DE SHARYLAND WATER SUPPLY, EL DUENO DE LA SUBDIVISION Y LA COMPANIA AGUA S.W.S.C. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISION RECIBIRA SU PROVISION DE AGUA POR LOS PROXIMOS 30 ANOS, S.W.S.C. HA PRESENTADO DOCUMENTACION PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISION.

EL SISTEMA DE PROVISION DE AGUA PARA LA SUBDIVISION DE JOSUE SUBDIVISION CONSISTE DE UN CONDUCTO DE AGUA EXISTENTE DE 4 PULGADAS DE DIAMETRO QUE PASA POR EL LADO OESTE DEL DERECHO DE VIA (RIGHT-OF-WAY) DE LA CARRETERA SCHUERBACH ROAD.

DEL CONDUCTO DE AGUA DE 4 PULGADAS SE INSTALARA UN CONDUCTO DE ¾ PULGADA DE DIAMETRO PARA EL LOTE 1 Y EL MEDIDOR MECANICO DE AGUA A UN COSTO TOTAL DE $ 750.00
EL DUENO DE LA SUBDIVISION TAMBIEN LE HA PAGADO A S.W.S.C., $ 750.00 POR LA SUBDIVISION QUE CUBRE EL COSTO DEL MEDIDOR MECANICO DE AGUA PARA CADA LOTE. ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACION DEL MEDIDOR Y LOS GASTOS DE CONEXION CUANDO EL DUENO DEL LOTE SOLICITE EL MEDIDOR DE AGUA, LA COMPANIA DE S.W.S.C. LO INSTALARA SIN COSTO ALGUNO AL DUENO DE LA SUBDIVISION, EL SISTEMA DE AGUA ESTARA EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISION SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: DESCRIPCION, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISION:

SE INSTALARA UNA FOSA SEPTICA EN CADA LOTE. ESTA FOSA SEPTICA CONSISTE DE UN TANQUE SEPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. JOSE A GONZALEZ REG. #12258 HA EVALUADO EL AREA DONDE SE ENCUENTRA LA SUBDIVISION Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA ESAS FOSA SEPTICAS (OSSF'S). EL REPORTE FUE APROVADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT) SEGUN EL REPORTE.

CADA LOTE EN LA SUBDIVISION MIDE MEDIO ACRE SE HICIERON DOS EXCAVACIONES DE EVALUACION EN LOS LUGARES OPUESTOS EN LA SUBDIVISION (EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA AREA ES SIGNIFICANTEMENTE UNIFORME) EL TERRENO ES UNIFORME (TERRENO ARCILLOSO Y SUELO FRANCO) Y SE EXTIENDE A 36 PULGADAS BAJO TODAS LAS EXCAVACIONES PROPUESTAS, NO EXISTE EVIDENCIA DE AGUA 24 PULGADAS MAS ARRIBA DE LO MAS BAJO DE LAS EXCAVACIONES PROPUESTAS, EL AGUA EN ESTA AREA FLUYE BIEN.

EL COSTO TOTAL PARA LA INSTALACION DE UN SISTEMA INDIVIDUAL DE FOSAS SEPTICAS POR SOLAR SON $1,500.00 DOLARES, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS TODAS LAS FOSAS SEPTICAS HAN SIDO INSTALADAS EN EL PROCESO DE LA APROVACION FINAL. A UN COSTO TOTAL DE $ 1,500.00, EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODAS LAS FOSAS SEPTICAS Y AH APROBADO LA INSTALACION DE LAS FOSAS SEPTICAS DESDE

CERTIFICATION:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EL LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA TEXAS), CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECANICO DE AGUA QUE COSTARA UN TOTAL DE $ 750.00

DENAJE: SE ESTIMA QUE LA FOSA SEPTICA COSTARA $ 1,500.00 PARA LA SUBDIVISION.

GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER NO. 84001
526 N. 5TH ST.
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STATE OF TEXAS
GUILLERMO A ARRATIA
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COST ESTIMATE:

STREET PAVING:	$ 000.00
WATER SUPPLY SYSTEM	$ 750.00
SEPTIC TANK SYSTEM	$ 1,500.00
DRAINAGE	$ 000.00

REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED
1	1		8/4/2015	

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER	CAROLINA BARRERA	111 TEMPLO DORADO	MISSION, TEXAS, 78572	(956) 432-8762
ENGINEER:	GUILLERMO A. ARRATIA, P.E.	526 N. 5TH ST.	DONNA, TX 78537	(956) 784-0218
SURVEYOR:	HOMERO L. GUTIERREZ	2800 SAN DIEGO	MISSION, TEXAS 78572	(956) 583-5476

DATE OF PREPARATION: MARCH 3, 2014

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
FIRM NO. F-9050
526 N. 5TH STREET
DONNA, TEXAS. 78537
PH. (956) 784-0218
E-MAIL: NAINENGINEERING@YAHOO.COM

SHEET 2 OF 2

INDEX TO SHEET OF MARELY SUBDIVISION

SHEET 1	HEADING: INDEX LOCATION MAP AND KEY PRINCIPAL CONTACTS
	PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS & LEGAL DESCRIPTION (METES AND BOUNDS) SURVEYOR'S AND ENGINEER'S CERTIFICATION PLAT NOTES AND RESTRICTIONS, OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION COUNTY APPROVAL CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE, HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL, DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE CITY OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED) H.C.I.D.D. CERTIFICATION, W.C. IRRIGATION DISTRICT NO. 6 CERTIFICATE OF APPROVAL, REVISION NOTES, W.C.I.D.D.
SHEET 2	WATER DISTRIBUTION AND ON-SITE SEWAGE FACILITY: ENGINEERING REPORT (ENGLISH AND SPANISH VERSIONS), INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); TYPICAL WATER SERVICE CONNECTION OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION
	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION) REVISION NOTES, CONSTRUCTION DETAILS.

HIDALGO COUNTY
PLANNING DEPARTMENT

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

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

HIDALGO COUNTY COMMISSIONERS COURT MEETING
DATE: 04-29-2014

PROPOSED **ANALI** SUBDIVISION, PRECINCT No. **3** .

ENGINEER FIRM: **HL ENGINEERING GROUP** DEVELOPER: **OSBEL FLORES**

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

NUMBER OF LOTS: **12** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **On the Southeast corner of Mile 9 North Rd and Moorefield Rd (FM 681)**

SUBDIVISION LIES WITHIN THE: ☒THE RURAL AREA OF THE COUNTY

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **03-18-14** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **Storm water will be detained within the existing low areas of each lot, and excess runoff will flow into regarded (by developer) road side ditches on Mile 9 Rd & Moorefield Rd**

ROAD R.O.W. DEDICATION: **30 feet on to Mile 9 North Rd & 30 feet to Moorefield Rd**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **04-14-14** By, **Victor Gallardo** Pct 3 R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **04-08-14** By, **Elizardo Ramos, Environmental Health Division Manager**

☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Aniceto Izaguirre**

SEWER SYSTEM: ☐OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: _____

WATER SERVICE PROVIDER: **Sharyland Water Supply Corp.** LINE SIZE: **12"** LOCATION: **Moorefield Rd**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **04-14-14** : By **Martin Ramirez, Environmental Compliance Coordinator**

☒**LARGE CONSTRUCTION**

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

REQUEST FOR FINAL APPROVAL WITH: ☐ **Cash Deposit:** *Amount:$_____For:* ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

☐**A Letter of Credit** *Financial Institution:* _____ *L.O.C No.* _____

Amount: $_____For: ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: _____, __

STAFF RECOMMENDS: ☒ **Preliminary Approval** *subject to comments and future recommendations by planning and other Departments.*

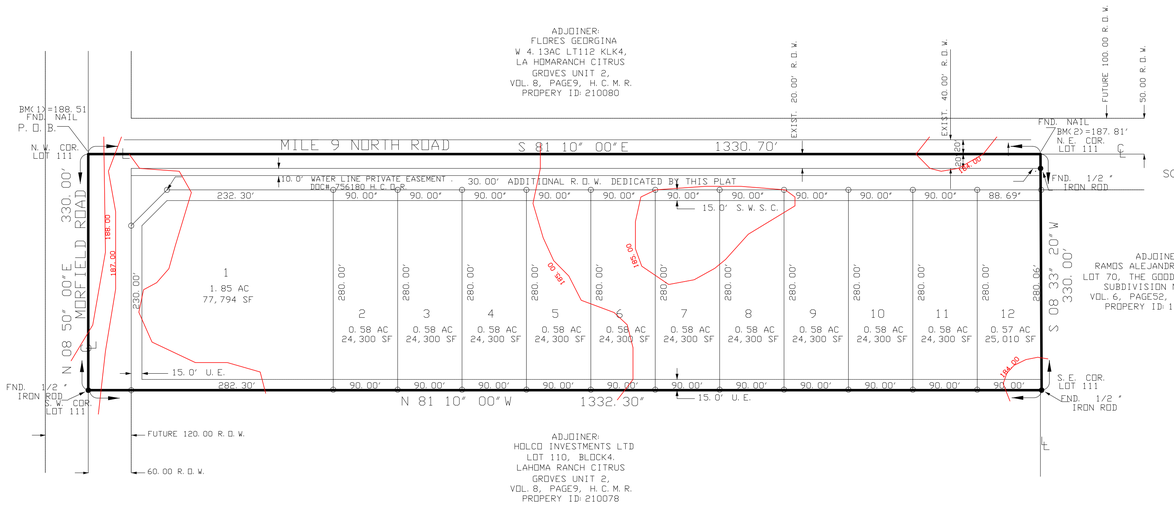
☐ **Final Approval** *subject to recommendations other departments*

☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*

ANALI SUBDIVISION

A 10.09 ACRE TRACT OF LAND ALL LOT 111, BLOCK 4, LAHOMA RANCH CITRUS GROVES UNIT 2, ACCORDING TO MAP RECORDED IN VOLUME 2, HIDALGO COUNTY, TEXAS.



SC: 1" = 100'

METES AND BOUNDS

A 10.07 ACRE TRACT OF LAND ALL LOT 111, BLOCK 4, LAHOMA RANCH CITRUS GROVES UNIT 2, VOL 8, PG 9, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 111, BLOCK4;

THENCE, S 81 DEGREES 10' 00" E, WITH THE NORTH LINE OF SAID LOT 111. A DISTANCE 1,330.70 FEET TO FND 1/2" IRON ROD FOR THE NORTHEAST CORNER OF SAID LOT 111, AND OF SAID TRACT HEREIN DESCRIBED;

THENCE, S 08 DEGREES 33' 20" W, WITH THE EAST LINE OF SAID LOT 111, A DISTANCE OF 20.00 FEET PASS THE SOUTH RIGHT-OF-WAY LINE OF MILE 9 ROAD, CONTINUING FOR A TOTAL DISTANCE OF 330.00 FEET TO A 1/2" REBAR FOUND FOR THE SOUTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, N 81 DEGREES 10' 00" W, PARELLEL WITH THE NORTH LINE OF SAID LOT 111, A DISTANCE OF 1,282.30 FEET PASS A THE EAST RIGTH OF WAY LINE OF MORFIELD ROAD, CONTINUING FOR A TOTAL DISTANCE OF 1,333.30 FEET TO A POINT ON THE WEST LINE OF SAID LOT 111 FOR THE SOUTHWEST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, N 08 DEGREES 50' 00"E, WITH THE WEST LINE SAID LOT 111, A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 10.09 (439,395.02 SQUARE FEET) ACRES OF LAND, MORE OR LESS.

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, OSBEL FLORES, OWNER OF ANALI THE 10.09 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED "ANALI SUBDIVISION" HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS, PARK AND EASEMENTS SHOWN HEREIN.
WE CERTIFY THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE, SS 232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTION TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTION TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTION PROVIDED TO THE LOTS MEET, OR WILL MEET, MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTION, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

WE ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT IS TRUE AND COMPLETE.

OSBEL FLORES
1402 SAMANTA STREET
MISSION, TEXAS 78574

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED OSBEL FLORES PROVED TO BE THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME DULY SWORN, DECLARED THAT THEIR STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS_____ DAY OF _____ , 2014

NOTARY PUBLIC, FOR THE STATE OF TEXAS

THIS PLAT IS HERE BY APPROVED BY THE HIDALGO & CAMERON COUNTY IRRIGATION DISTRICT No. 6
DATED THIS _____ DAY OF _____ , 2014

PRESIDENT DATE

ATTEST: _____
SECRETARY DATE

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

GENERAL NOTES:

1. MIN. BUILDING SETBACK LINES:
FRONT 50.0'
SIDE 6.0' OR EASEMENT WHICH EVER IS GREATER
REAR 15.0' OR EASEMENT WHICH EVER IS GREATER

2. MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE OF STREET. 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER
ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

3. ● -DENOTES 1/2 " IRON ROD FOUND UNLESS OTHERWISE NOTED.
O-DENOTES 1/2 " IRON ROD SET UNLESS OTHERWISE NOTED.
>-DENOTES NAIL FOUND UNLESS OTHERWISE NOTED.

4. (1) BENCHMARK ELEVATION 188.51' NAIL NORTHWEST CORNER OF THIS SUBDIVISION, (NAVD 1988)
(2) BENCHMARK ELEVATION 187.81' NAIL SOUTHWEST CORNER OF THIS SUBDIVISION, (NAVD 1988)

5. FLOOD ZONE DESIGNATION: ZONE "X"
AREAS DETERMINED TO BE OUT SIDE 500 YEAR FLOOD PLAIN
C. P. N. 480334 0300 D
MAP REVISED JUNE 06, 2000

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U. S. C. SECTIONS 4001 THROUGH 4127).

6. DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 21,493 CUBIC -FEET 0.493 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: THE DRAINAGE FOR THIS DEVELOPMENT WILL BE SELF-CONTAINED WITH DETENTION AREA ON THE WEST SIDE OF THIS LOT

7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

8. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT

9. DRAINAGE SWALE EASEMENTS NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

10. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

F. A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITH IN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT LIMITED TO THE FOLLOWING ITEMS;

1. ANCHORING OF SEPTIC TANK(s)
2. BACK FLOW VALVES
3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL

11. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION

12. OSBEL FLORES, THE OWNER & SUBDIVIDER OF ANALI SUBDIVISION RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

13. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

14. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPANCY AN EASEMENT.

15. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL AND INDUSTRIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

16 FIRE HYDRANTS INSTALLED WITHIN THE CORPORATION'S DISTRIBUTION SYSTEM ARE PROVIDED AT THE CONVENIENCE OF THE CORPORATION AND DO NOT IMPLY ANY RESPONSIBILITY ON THE PART OF THE CORPORATION TO MEET FIRE FLOW REQUIREMENTS.

17. IF THE PURCHASER(S) OF A LOT REQUIRES A COMMERCIAL LOT & SUBSEQUENTLY DETERMINE THAT A LARGER METER IS REQUIRED, THEN THE LUE WILL NEED TO BE CALCULATED AND APPROPRIATE FEES ON THE UPGRADE MUST BE PAID TO THE CORPORATION PRIOR TO THE INITIATION OF SERVICE ON SUCH LARGER METER(S). THE DEVELOPER WILL NEED TO ADVISE PURCHASERS OF THIS OBLIGATION.

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCCESSORS, 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 SHARYLAND WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE") THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER, AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS, AND ASSIGNS, AN EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE, AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS THE LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS OF THE PURPOSE FOR WHICH THE ABOVE MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEGIN THE PIPELINE INSTALLED. IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE CITY, COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATERLINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATE SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HERBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED. THE CONSIDERATION RECITED HERIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERED 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 CONVENANTS THAT IT IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIES EXCEPT THE FOLLOWING: THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGHT FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT. WHICHEVER IS LONGER.

IN WITNESS WHEREOF THE SAID GRANTOR EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____ , 2014.

OSBEL FLORES
1402 SAMANTA STREET
MISSION, TEXAS 78574

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF ANALI SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARMENT ON _____, _____

HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE SS 232.028(A)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE ANALI SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____ , 2014.

HIDALGO COUNTY JUDGE DATE

ATTEST: _____
HIDALGO COUNTY CLERK DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, WILLIAN A. MAGUNM, 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 SU PERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

PRELIMINARY

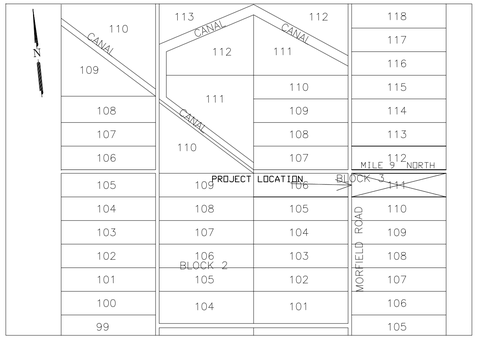
WILLIAN A. MAGUNM
REGISTERED PROFESSIONAL LAND SURVEYOR No. 4353
817 N WARE RIAD SUITE 19
McALLEN, TEXAS 78501

STATE OF TEXAS
COUNTY OF HIDALGO

I, HERNAN A. LUGO, A LICENSED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

PRELIMINARY

HERNAN A. LUGO
REGISTERED PROFESSIONAL ENGINEER No. 108728
5111 N. 10TH STEET NO. 246
McALLEN TEXAS, 78504



LOCATION MAP SCALE: 1"= 1000'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

ANALI SUBDIVISION IS WITHIN HIDALGO COUNTY PRECINCT No. 3 AND IS LOCATED EASTERLY HIDALGO COUNTY, ON THE SOUTHEAST CORNER OF MILE 9 NORTH ROAD, MORFIELD ROAD.
(POPULATION OF 31,442 2010 CENSUS). ANALI SUBDIVISION IS COUNTY ONLY

REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

PRINCIPAL CONTACTS:

NAME	ADDRESS	CITY & ZIP	PHONE
OWNER: OSBEL FLORES	1402 SAMANTA STREET	MISSION TEXAS, 78574	(956) 867-0148
ENGINEER: HERNAN A. LUGO	5111 N. 10TH STEET NO. 246	McALLEN TEXAS, 78504	(956) 648-9799
SURVEYOR: WILLIAN A. MAGUNM	817 N WARE RIAD SUITE 19	McALLEN, TEXAS 78501	(956) 827-7026

DATE OF PREPARATION: JANUARY 3, 2014

HL ENGINEERING GROUP
Texas Registered Engineering Firm F-14022
5111 N. 10th Street Ste. 246
Mc Allen TX 78504
Phone: (956) 648-9799
Fax : (956) 386-9163
Civil & Environmental Design ♦ Land Development ♦ Planning ♦ Project Management

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____AT_____ AM/PM
INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____ DEPUTY

SHEET 1 OF 2

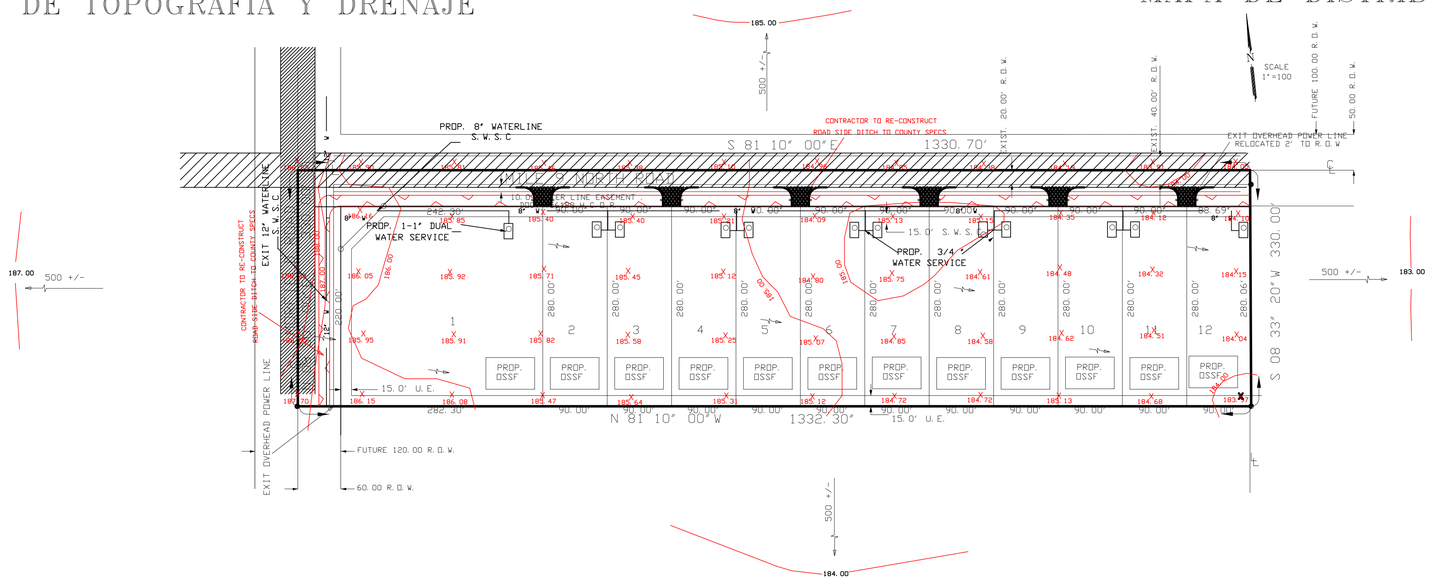
INDEX TO SHEET OF ANALI SUBDIVISION

SHEET 1	HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY APPROVAL 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. CERTIFICATION; H.C.I.D. No. 6 CERTIFICATE OF APPROVAL; REVISION NOTES, H.C.H.D.
SHEET 2	WATER DISTRIBUTION AND ON-SITE SEWAGE FACILITY, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); TYPICAL WATER SERVICE CONNECTION; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION; REVISION NOTES; CONSTRUCTION DETAILS

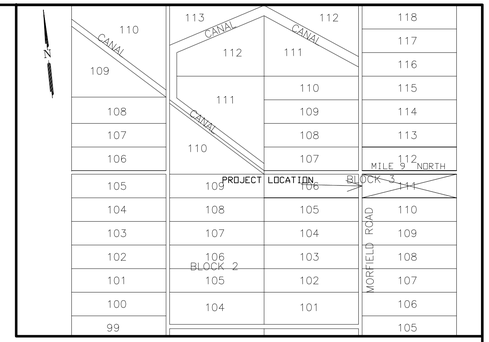
ANALI SUBDIVISION

A 10.09 ACRE TRACT OF LAND ALL LOT 111, BLOCK 4, LAHOMA RANCH CITRUS GROVES UNIT 2, ACCORDING TO MAP RECORDED IN VOLUME 2, HIDALGO COUNTY, TEXAS.

MAP OF TOPOGRAPHY AND DRAINAGE
MAPA DE TOPOGRAFIA Y DRENAJE



MAP OF WATER DISTRIBUTION SYSTEM
MAPA DE DISTRIBUCION DE AGUA



SCALE: 1" = 1000'

LOCATION MAP

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

ANALI SUBDIVISION IS WITHIN HIDALGO COUNTY PRECINCT No. 3 AND IS LOCATED EASTERLY HIDALGO COUNTY, ON THE SOUTHEAST CORNER OF MILE 9 NORTH ROAD, MORFIELD ROAD.
(POPULATION OF 31,442 2010 CENSUS). ANALI SUBDIVISION IS COUNTY ONLY

SUBDIVIDER CERTIFICATION:

1.- BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOT MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOT OR SEPTIC TANK MEET OR WILL MEET SUCH STANDARDS AND WILL BE BY STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1.- I OSBEL FLORES SUBDIVIDER OF ANALI SUBDIVISION HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAID AND ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARMENT THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPL WITH THE REGULATIONS AND THE LAWS TO THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

OSBEL FLORES
1402 SAMANTA STREET
MISSION, TEXAS 78574

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED OSBEL FLORES PROVED TO BE THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME DULY SWORN, DECLARED THAT THEIR STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____ , 2014

LEONOR ARRATIA
Notary Public, State of Texas
My commision Expires
December 19, 2014

NOTARY PUBLIC, FOR THE STATE OF TEXAS

FINAL WATER AND SEWER ENGINEERING REPORT

WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

ANALI SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY THE SHAYLAND WATER SUPPLY (S.W.S.C.). THE SUBDIVIDER, AND S.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH S.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND S.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. S.W.S.C. HAS AN EXISTING 12 " DIAMETER WATERLINE RUNNING ALONG THE EAST RIGHT-OF-WAY OF MORFIELD 9 NORTH ROAD

WATER DISTRIBUTION FOR ANALI SUBDIVISION CONSIST OF A PROPOSED BORE 1 - 1 " DIAMETER DUAL WATER SERVICE FOR LOTS 1 , AND BORE 1- 3/4 " WATER SERVICE FOR LOT 2 TO 12, SAID SERVICES TERMINATE AT THE WATER METER BOX, AND THE METER BOX HAVE ALREADY BEEN INSTALLED AT A TOTAL COST OF $24,950.00, IN ADDITION THE

THE SUBDIVIDER HAS PAID S.W.S.C. THE SUM OF $1,950.00, WHICH COVERS THE COST FOR LOTS 2TO 12 AND 1, AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF THE WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO S.W.S.C.. UPON REQUEST BY THE LOT OWNER, S.W.S.C.. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER.

THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY S.W.S.C., AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

CERTIFICATION:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EL LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MACANICO DE AGUA QUE COSTARA UN TOTAL DE $ 24,950.00

DENAJE: SE ESTIMA QUE LA FOSA SEPTICA COSTARA $ 18,000.00 PARA LA SUBDIVISION. .

SEWAGE FACILITIES: DESCRIPTION, COSTS, AND OPERABILITY DATES:

SEWAGE FROM ANALI SUBDIVISION WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENTS SEPTIC TANK AND A DRAIN FIELD ON THIS LOT. THE SITE EVALUATOR JOSE A GONZALEZ REG. # 12258, HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR A REPLACEMENTS DRAIN FIELD.

EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A SANDY LOAM SOIL FOR THE AREA. AT LEAST TWO SOIL EXCAVATIONS WERE PERFORMED ON THE SITE, AT OPPOSITE ENDS OF THE SOIL IS A TEXTURE CLASS III SANDY LOAM BLOCKY EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUNDWATER OR A RESRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOTS IS $1,500.00, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSF'S HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT AT TOTAL COST OF $18,000.00. THE HIDALGO COUNTY HEALTH DEPATMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF ON AUGUST 12, 2014

ENGINEER CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWEAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COST TO INSTALL THE WATER DISTRIBUTION SYETEM AND ONSITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES – THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $ 24,950.00

SEWAGE FACILITIES – SEPTIC SYSTEM HAS BEEN INSTALLED AT A TOTAL COST OF $18,000.00

FINAL WATER AND SEWER ENGINEERING REPORT IN SPANISH

PROVISION DE AGUA: DESCRIPCION, GASTOS Y FECHA DE INICIO

LA SUBDIVISION DE ANALI SUBDIVISION RECIBIRA SU PROVISION DE AGUA DE SHARYLAND WATER SUPPLY. EL DUENO DE LA SUBDIVISION Y LA COMPANIA AGUA S.W.S.C.. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISION RECIBIRA SU PROVISION DE AGUA POR LOS PROXIMOS 30 ANOS. S.W.S.C.. HA PRESENTADO DOCUMENTACION PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISION.

EL SISTEMA DE PROVISION DE AGUA PARA LA SUBDIVISION DE AZA SUBDIVISION CONSISTE DE UN CONDUCTO DE AGUA EXISTENTE DE 12" PULGADAS DE DIAMETRO QUE PASA POR EL LADO NORTE DEL DERECHO DE VIA (RIGHT-OF-WAY) DE LA CARRETERA MILE 9 NORTH ROAD

DEL CONDUCTO DE AGUA DE 12 PULGADAS SE INSTALARA UN CONDUCTO DOBLE DE 1 PULGADA DEDIAMETRO PARA EL LOTE 1 Y DEL 2 AL 12 DE 3/4 " DE PULGADA PARA EL LOTE 3, Y EL MEDIDOR MECANICO DE AGUA A UN COSTO TOTAL DE $ 3,500.00 EL DUENO DE LA SUBDIVISION TAMBIEN LE HA PAGADO A S.W.S.C.. $1,950.00 POR LA SUBDIVISION QUE CUBRE EL COSTO DEL MEDIDOR MECANICO DE AGUA PARA CADA LOTE. ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACION DEL MEDIDOR Y LOS GASTOS DE CONEXION. CUANDO EL DUENO DEL LOTE SOLICITE EL MEDIDOR DE AGUA, LA COMPANIA DE S.W.S.C.. LO INSTALARA SIN COSTO ALGUNO AL DUENO DE LA SUBDIVISION. EL SISTEMA DE AGUA ESTARA EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISION SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: DESCRIPCION, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISION.

SE INSTALARA UNA FOSA SEPTICA EN CADA LOTE . ESTA FOSA SEPTICA CONSISTE DE UN TANGUE SEPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. JOSE A GONZALEZ REG. #12258 HA EVALUADO EL AREA DONDE SE ENCUENTRA LA SUBDIVISION Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA ESAS FOSA SEPTICAS (OSSF). EL REPORTE FUE APROVADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT) SEGUN EL REPORTE.

CADA LOTE EN LA SUBDIVISION MIDE MEDIO ACRE. SE HICIERON DOS EXCAVACIONES DE EVALUACION EN LOS LUGARES OPUESTOS EN LA SUBDIVISION (EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA AREA ES SIGNIFICANTEMENTE UNIFORME) EL TERRENO ES UNIFORME (TERRENO ARCILLOSO Y SUELO FRANCO) Y SE EXTIENDE A 36 PULGADAS BAJO TODAS LAS EXCAVACIONES PROPUESTAS. NO EXISTE EVIDENCIA DE AGUA 24 PULGADAS MAS ARRIBA DE LO MAS BAJO DE LAS EXCAVACIONES PROPUESTAS. EL AGUA EN ESTA AREA FLUYE BIEN.

EL COSTO TOTAL PARA LA INSTALACION DE UN SISTEMA INDIVIDUAL DE FOSAS SEPTICAS POR SOLAR SON $1,500.00 DOLARES, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS TODAS LAS FOSAS SEPTICAS HAN SIDO INSTALADAS EN EL PROCESO DE LA APROVACION FINAL. A UN COSTO TOTAL DE $ 18,000.00. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODAS LAS FOSAS SEPTICAS Y AH APROBADO LA INSTALACION DE LAS FOSAS SEPTICAS DESDE AGOSTO 12, 2014

DRAINAGE REPORT:

FEBRUARY 2014
DRAINAGE REPORT:
BY: HERNAN A. LUGO, P.E.

ANALI SUBDIVISION
HIDALGO COUNTY, TEXAS

PROJECT LOCATION:
A 10.09 ACRE TRACT OF LAND BEING ALL OF LOT 111, BLOCK4, LA HOMA RANCH CITRUS GOVES SUBDIVISION UNIT2, ACCORDING TO THE MAP RECORDING IN VOLUME B, PAGE9, MAP RECORDS, HIDALGO COUNTY TEXAS, AND IS LOCATED A THE SOUTHEAST CORNER OF MILE 9 NORTH AND MOREFIELD ROAD, AND IS LOCATED WITHIN THE COUNTY OF HIDALGO.

FLOOD PLAIN:
THE SUBJECT TRACT LIES IN ZONE 'X';
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.
IN ACCORDANCE WITH FEMA FIRM MAP NO. 480334 0300 D
MAP REVISED: JUNE 6, 2000

SOIL CONDITIONS:
A REVIEW OF THE SOIL SURVEY OF HIDALGO COUNTY INDICATES THE SUBJECT TRACT LIES IN AN AREA OF PREDDOMINANTLY HIDALGO SANDY CLAY LOAM SOIL THAT HAS A POOR LOW SHRINK-SWALE POTENTIAL AND IS LISTED IN HYDROLOGICAL GROUP B.

EXISTING CONDITIONS:
THE SUBJECT TRACT IS CURRENTLY UNDEVELOP. THE EXISTING TERRAIN HAS A GRADE OF APPROXIMATLEY 0.1%. EXISTING RUNOFF (3.84 CFS) FROM THE SITE IS BY FORM OF SHEET FLOW RUNS TOWARDS THE SOUTH SIDE OF THIS TRACT.

PROPOSED CONDITIONS:
THE PROPOSED CONDITIONS FOR THIS SUBJECT TRACT IS FOR 12 COMMERCIAL/RESIDENTIAL USED. THE STORM SEWER RUNOFF AFTER DEVELOPMENT TO BE 6.9 CFS, I HAVE CALCULATED THAT 21,493 CF OF STORM RUNOFF FOR A 10-YEAR DESIGN FREQUENCY AND WILL BE DETAINED WITH THE PROPERTY BY A EXINTING NATURAL LOW AREAS, AND OUT FALLING INTO THE RE-GRADED ROAD SIDE DITCH. DRAINAGE PLAN TO BE APPROVED BY THE COUNTY OF HIDALGO AT TIME OF ISSUANCE OF BUILDING PERMIT.

CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THIS SUBDIVISION LIES IN A
THE SUBJECT TRACT LIES IN ZONE 'X';
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.
IN ACCORDANCE WITH FEMA FIRM MAP NO. 480334 0300 D
MAP REVISED: JUNE 6, 2000

PRELIMINARY

HERNAN A. LUGO
REGISTERED PROFESSIONAL ENGINEER No. 108728
5111 N. 10TH STEET NO. 246
McALLEN TEXAS, 78504

STATE OF TEXAS
HERNAN A LUGO
108728
LICENSED
PROFESSIONAL ENGINEER

COST ESTIMATE:

STREET PAVING:	$ 000.00
WATER SUPPLY SYSTEM	$ 24,950.00
SEPTIC TANK SYSTEM	$ 18,000.00
DRAINAGE	$ 1800.00

REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

PRELIMINARY

HERNAN A. LUGO
REGISTERED PROFESSIONAL ENGINEER No. 108728
5111 N. 10TH STEET NO. 246
McALLEN TEXAS, 78504

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	OSBEL FLORES	1402 SAMANTA STREET	MISSION TEXAS, 78574	(956) 867-0148
ENGINEER:	HERNAN A. LUGO	5111 N. 10TH STEET NO. 246	McALLEN TEXAS, 78504	(956) 648-9799
SURVEYOR:	WILLIAN A. MAGUNM	817 N WARE RIAD SUITE 19	McALLEN, TEXAS 78501	(956) 827-7026

DATE OF PREPARATION: JANUARY 3, 2014

HL ENGINEERING GROUP
Texas Registered Engineering Firm F-14022
5111 N. 10th Street Ste. 246
Mc Allen TX 78504
Phone: (956) 648-9799
Fax : (956) 386-9163
Civil & Environmental Design ♦ Land Development ♦ Planning ♦ Project Management

SHEET 2 OF 2

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SHEET 1	HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS;
	PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND
	RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY APPROVAL
	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. CERTIFICATION; H.C.I.D. No. 6 CERTIFICATE
	OF APPROVAL; REVISION NOTES; H.C.H.D.
SHEET 2	WATER DISTRIBUTION AND ON-SITE SEWAGE FACILITY, ENGINEERING REPORT
	(ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE
	WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION);
	TYPICAL WATER SERVICE CONNECTION; OWNER'S DEDICATION, CERTIFICATION,
	AND ATTESTATION
	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE
	THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S
	CERTIFICATION; REVISION NOTES; CONSTRUCTION DETAILS

ANALI SUBDIVISION

A 10.09 ACRE TRACT OF LAND ALL LOT 111, BLOCK 4, LAHOMA RANCH CITRUS GROVES UNIT 2, ACCORDING TO MAP RECOREDED IN VOLUME 2, HIDALGO COUNTY, TEXAS.

N

SCALE 1" =50

185.00

500 +/-

CONTRACTOR TO RE-CONSTRUCT ROAD SIDE DITCH TO COUNTY SPECS

S 81 10" 00"E 1330.70'

EXIST. 20.00' R.O.W.

EXIST. 40.00' R.O.W.

N

SCALE 1" =100

FUTURE 100.00 R.O.W.

50.00 R.O.W.

EXIT OVERHEAD POWER LINE RELOCATED 2' TO R.O.W

MILE 9 NORTH ROAD

10.0' UTILITY LINE EASEMENT DOC. #56188 H.C.O.R.

CONTRACTOR TO RE-CONSTRUCT ROAD SIDE DITCH TO COUNTY SPECS

EXIST. 100.00 R.O.W.

187.00

220.00'

242.30'

282.30'

90.00'

280.00'

88.69"

S 08 33" 20"W 330.00'

1 2 3 4 5 6 7 8 9 10 11 12

15.0' U.E.

500 +/-

POWER LINE

EXIT OVERHEAD POWER LINE

FUTURE 120.00 R.O.W.

60.00 R.O.W.

N 81 10" 00"W 1332.30"

15.0' U.E.

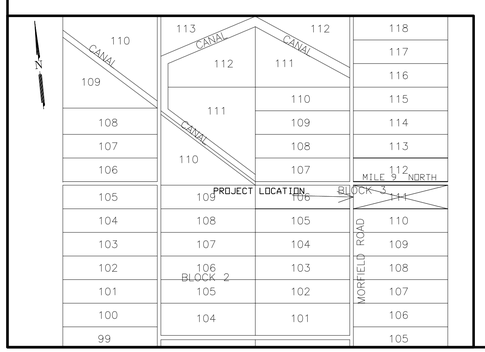
500 +/-

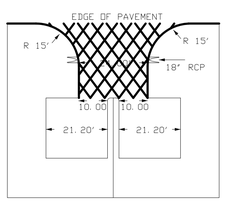
183.00

500 +/-

184.00

LOCATION MAP SCALE: 1" = 1000'





ENTRANCE DETAIL

MAP OF TOPOGRAPHY AND DRAINAGE
MAPA DE TOPOGRAFIA Y DRENAJE

PRELIMINARY

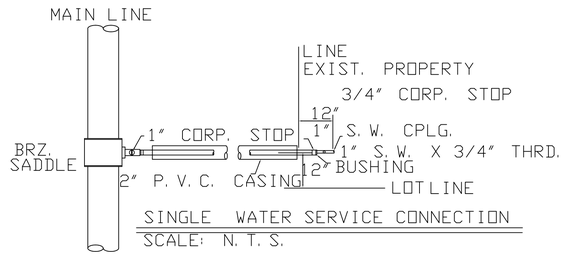
HL ENGINEERING GROUP
Texas Registered Engineering Firm F-14022
5111 N. 10th Street Ste. 246
Mc Allen TX 78504
Phone: (956) 648-9799
Fax : (956) 386-9163
Civil & Environmental Design ♦ Land Development ♦ Planning ♦ Project Management

ANALI SUBDIVISION

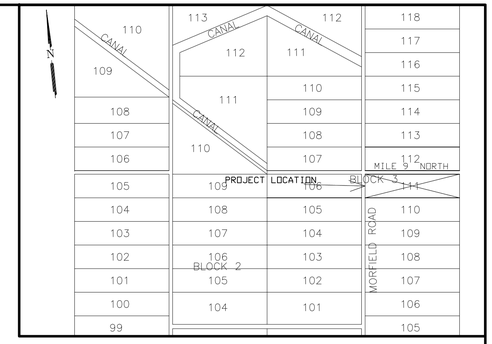
A 10.09 ACRE TRACT OF LAND ALL LOT 111, BLOCK 4, LAHOMA RANCH CITRUS GROVES UNIT 2, ACCORDING TO MAP RECOREDED IN VOLUME 2, HIDALGO COUNTY, TEXAS.

N

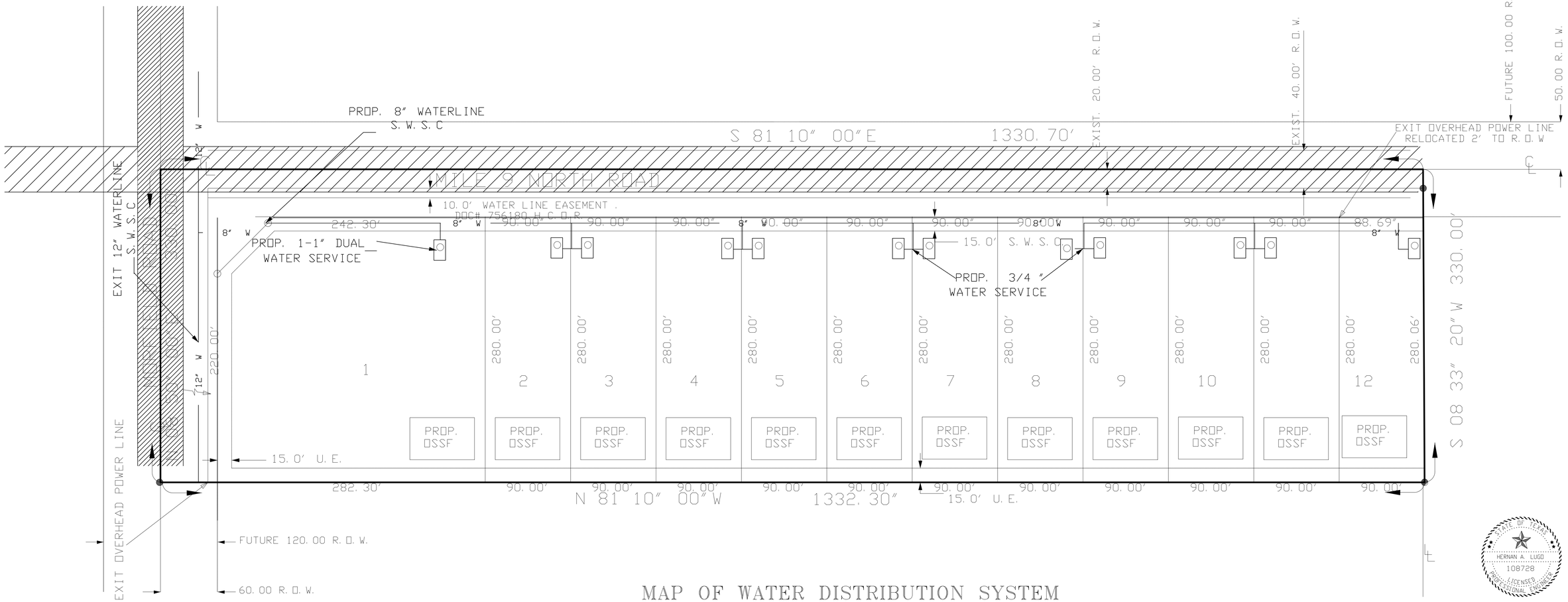
SCALE
1" =50



SINGLE WATER SERVICE CONNECTION
SCALE: N. T. S.



LOCATION MAP SCALE: 1" = 1000'



MAP OF WATER DISTRIBUTION SYSTEM
MAPA DE DISTRIBUCION DE AGUA

STATE OF TEXAS
HERNAN A. LUGO
108728
LICENSED PROFESSIONAL ENGINEER

PRELIMINARY

REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

HL ENGINEERING GROUP
Texas Registered Engineering Firm F-14022
5111 N. 10th Street Ste. 246
Mc Allen TX 78504
Phone: (956) 648-9799
Fax : (956) 386-9163
Civil & Environmental Design ♦ Land Development ♦ Planning ♦ Project Management

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: 04-29-2014

PROPOSED **TERRY PALMS** SUBDIVISION, PRECINCT No. **4** .

ENGINEER FIRM: **QUINTANILLA, HEADLEY & ASSOCIATES** DEVELOPER: **KYLE RUPPERT**

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

NUMBER OF LOTS: **5** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **West of Terry Road approximately 700 feet North of Benito A Ramirez 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 **12-03-13** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **Storm water will be detained within depressed areas of each lot and excess runoff will flow into newly regarded (by developer) Terry Road roadside ditch which runs along the subdivision frontage**

ROAD R.O.W. DEDICATION: **10 feet on Terry Road**

H.C.R.O.W. FINAL APPROVAL DATE: **03-17-14** By, **Jesse Ozuna** Pct 4 R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: **03-07-14** By, **Elizardo 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: **March 07, 2014**

WATER SERVICE PROVIDER: **North Alamo Water Supply Corp** LINE SIZE: **8"** LOCATION: **Terry Road**

H.C.O.E.C. FINAL APPROVAL DATE: **04-02-2014** : By **Martin Ramirez, Environmental Compliance Coordinator**

☒ *The applicant has submitted the required Notice Of Termination (NOT) as per Part II, Section F of the TPDES General Permit for Construction Activities (TXR150000) indicating that final stabilization had been achieved at the construction site.*

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: **FEBRUARY 11, 2014**

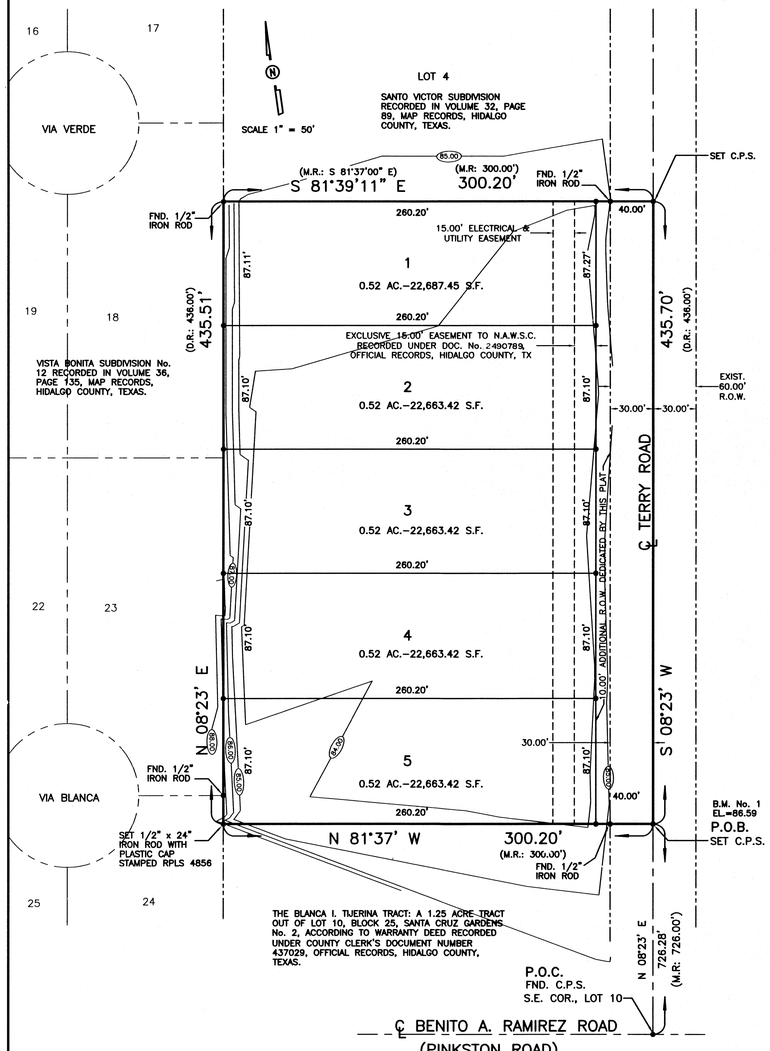
STAFF RECOMMENDS:

☐ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments and the approval of the City of* ***Edinburg.***

☒ **Final Approval** *subject to recommendations by other departments*

☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*



PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE " X " (UNSHADED)
AREAS DETERMINED TO BE OUTSIDE 500–YEAR FLOOD PLAIN
COMMUNITY–PANEL No. 480334 0325 D
EFFECTIVE DATE: MAY 17, 2001.
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100–YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2.– MINIMUM BUILDING SETBACK LINES:
FRONT:.....40.00 FEET
REAR:.....15.00 FEET OR EASEMENT, WHICHEVER IS GREATER
SIDE:.....6.00 FEET OR EASEMENT, WHICHEVER IS GREATER

3.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCE
NO MORE THAN ONE–SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. NO COMMERCIAL USE SHALL BE ALLOWED ON ALL THE LOTS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4.– MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CENTERLINE OF THE STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME 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= 86.59 C.P.S. SET ON THE SOUTHEAST CORNER OF THIS SUBDIVISION.
NAVD 88 DATUM.

6.– DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 2,451.64 CUBIC FEET (0.06 ACRE FEET) OF STORM WATER RUNOFF. REGIONAL DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: SEE DRAINAGE REPORT ON SHEET No. 2.

7.– LEGEND • – DENOTES 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856, UNLESS OTHERWISE NOTED.

8.– EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

9.– ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

10.– NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

11.– 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 EXCEPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE SOIL EVALUATOR HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

HI STARR INVESTMENTS, L.L.C.
KYLE RUPPERT, MANAGER

12.– 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. THE OWNER & SUBDIVIDER OF TERRY PALMS SUBDIVISION

13.– ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS.

14.– THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE SUBDIVISION.

15.– THE PURCHASER OF EACH LOT SHALL BE RESPONSIBLE TO INSTALL DRIVEWAY CULVERT REINFORCED CONCRETE PIPE OF NO LESS THAN 15 INCHES IN DIAMETER AND 24 FEET IN LENGTH.

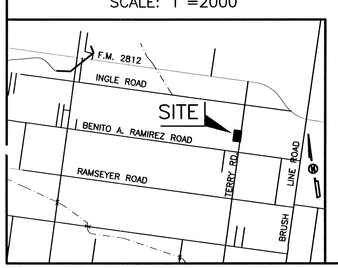
16.– 100% OF PARKLAND FEE ($600.00) HAS BEEN PAID BY DEVELOPER.

THIS PLAT APPROVED BY SANTA CRUZ IRRIGATION DISTRICT No. 15 ON THIS 4TH DAY OF MARCH 2014 SUBJECT TO THE FOLLOWING: 1) NO BUILDINGS ALLOWED ON TOP OF AN IRRIGATION LINE; 2) FIFTEEN FOOT (15') EASEMENT ON EACH SIDE OF IRRIGATION LINE OR CANAL; 3) ALL LOTS SUBJECT TO RULES, REGULATION, RIGHTS–OF–WAY– AND EASEMENTS OF DISTRICT; AND 4) IF SUBDIVISION IS NOT EXCLUDED FROM DISTRICT AND IRRIGATION TO INDIVIDUAL LOTS IS DESIRED, EASEMENTS FOR NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST DISTRICT DELIVERY POINT SHALL BE PROVIDED, WITH THE LOT OWNER BEING RESPONSIBLE TO INSTALL SUCH NECESSARY FACILITIES.

PRESIDENT

SECRETARY

LOCATION MAP
SCALE: 1"=2000'



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:
TERRY PALMS SUBDIVISION, IS LOCATED IN CENTRAL HIDALGO COUNTY, APPROXIMATELY 726.28 FEET NORTH OF BENITO A. RAMIREZ ROAD AND WEST SIDE OF TERRY 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), TERRY PALMS SUBDIVISION LIES APPROXIMATELY 1.95 MILES FROM THE CITY LIMITS AND IT IS WITHIN THE CITY'S TWO–MILE EXTRA–TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021. IT LIES IN PCT. 4

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	HI STARR INVESTMENTS, L.L.C. KYLE RUPPERT, MANAGER	P.O. BOX 959	EDINBURG Tx. 78540	(956)383–0868	(956)383–2301
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381–6480	(956)381–0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381–6480	(956)381–0527

SUBDIVISION PLAT OF:

TERRY PALMS SUBDIVISION

A 3.00 ACRE TRACT OF LAND OUT OF LOT 10, BLOCK 25, AMENDED PLAT OF BLOCKS 7, 12 AND 25, SANTA CRUZ GARDENS UNIT No.2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 9, PAGE 19, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO CORRECTED SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2415418, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 3.00 ACRE TRACT OF LAND OUT OF LOT 10, BLOCK 25, AMENDED PLAT OF BLOCKS 7, 12 AND 25, SANTA CRUZ GARDENS UNIT No.2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 9, PAGE 19, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO CORRECTED SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2415418, 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 EAST LINE OF LOT 10 AND IN THE CENTERLINE OF TERRY ROAD FOR THE NORTH-EAST CORNER OF THE BLANCA I. TIJERINA TRACT (A 1.25 ACRE OUT OF LOT 10, BLOCK 25, AMENDED PLAT OF BLOCKS 7, 12 AND 25, SANTA CRUZ GARDENS UNIT No.2, ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 437029, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHEAST CORNER OF THIS TRACT, SAID SPINDLE BEARS N 08°23' E, 726.28 FEET (DEED RECORD: 726.00 FEET) FROM THE SOUTHEAST CORNER OF LOT 10.

THENCE; N 81°37' W, ALONG THE NORTH LINE OF THE BLANCA I. TIJERINA TRACT, PASSING A 1/2" IRON ROD FOUND AT 30.00 FEET FOR THE WEST RIGHT OF WAY LINE OF TERRY ROAD, A TOTAL DISTANCE OF 300.20 FEET (MAP RECORD: 300.00 FEET) TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE WEST LINE OF LOT 10 FOR THE NORTHWEST CORNER OF SAID TRACT AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08°23' E, ALONG THE WEST LINE OF LOT 10, A DISTANCE OF 435.51 FEET (DEED RECORD: 436.00 FEET) TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THE SANTO VICTOR SUBDIVISION (RECORDED IN VOLUME 32, PAGE 89, MAP RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°39'11" E (MAP RECORD: S 81°37' E), ALONG THE SOUTH LINE OF THE SANTO VICTOR SUBDIVISION, PASSING A 1/2" IRON ROD FOUND AT 270.20 FEET FOR THE WEST RIGHT OF WAY LINE OF TERRY ROAD, A TOTAL DISTANCE OF 300.20 FEET (MAP RECORD: 300.00 FEET) TO A COTTON PICKER SPINDLE SET ON THE EAST LINE OF LOT 10 AND IN THE CENTERLINE OF TERRY ROAD FOR THE SOUTHEAST CORNER OF SANTO VICTOR SUBDIVISION AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°23' W, ALONG THE EAST LINE OF LOT 10 AND THE CENTERLINE OF TERRY ROAD, A DISTANCE OF 435.70 FEET (DEED RECORD: 436.00 FEET) TO THE POINT OF BEGINNING AND CONTAINING 3.00 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH SANTO VICTOR SUBDIVISION, RECORDED IN VOLUME 32, PAGE 89, 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 6th DAY OF NOVEMBER 20 13

REGISTERED PROFESSIONAL SURVEYOR
No. 4856 STATE OF TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO

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

I CERTIFY THAT THE WATER AND SEWER SERVICE FACILITIES FOR LOTS INTENDED FOR RESIDENTIAL PURPOSES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. THE ESTIMATED COSTS TO INSTALL UNCONSTRUCTED WATER AND SEWAGE FACILITIES DESCRIBED ABOVE ARE AS FOLLOWS: WATER FACILITIES: THESE FACILITIES WILL BE CONSTRUCTED AT A TOTAL COST OF $ 9,734.00

SEWAGE FACILITIES: OSSF'S ARE ESTIMATED TO COST $ 1,500.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $ 7,500.00 FOR THE SUBDIVISION.

DATED THIS THE 12TH DAY OF FEBRUARY 20 14

LICENCED PROFESSIONAL ENGINEER
No. 95534 STATE OF TEXAS

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor"whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted, The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line therof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein, Thus agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above–described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this Instrument this 12th day of FEBRUARY 20 14

HI STARR INVESTMENTS, L.L.C.
KYLE RUPPERT, MANAGER
P.O. BOX 959
EDINBURG, TEXAS 78540

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, KYLE RUPPERT, MANAGER OF HI STARR INVESTMENTS, L.L.C. AS OWNER OF THE 3.00 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED TERRY PALMS SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTEDIN 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.

2/18/14
DATE

HI STARR INVESTMENTS, L.L.C.
KYLE RUPPERT, MANAGER
P.O. BOX 959
EDINBURG, TEXAS 78540

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary pub.ic, on this day personally appeared KYLE RUPPERT, MANAGER OF HI STARR INVESTMENTS, L.L.C. proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly swor., de–clared that the statements therein are true and correct and acknowledged that she executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this 18th day of FEBRUARY, 2014.

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

LILIA A. QUINTANILLA– NOTARY PUBLIC

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY:

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

ATTEST:

MAYOR'S SIGNATURE — DATE — CITY SECRETARY — DATE

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

WE THE UNDERSIGNED CERTIFY that this plat of the TERRY PALMS 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 TERRY PALMS 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

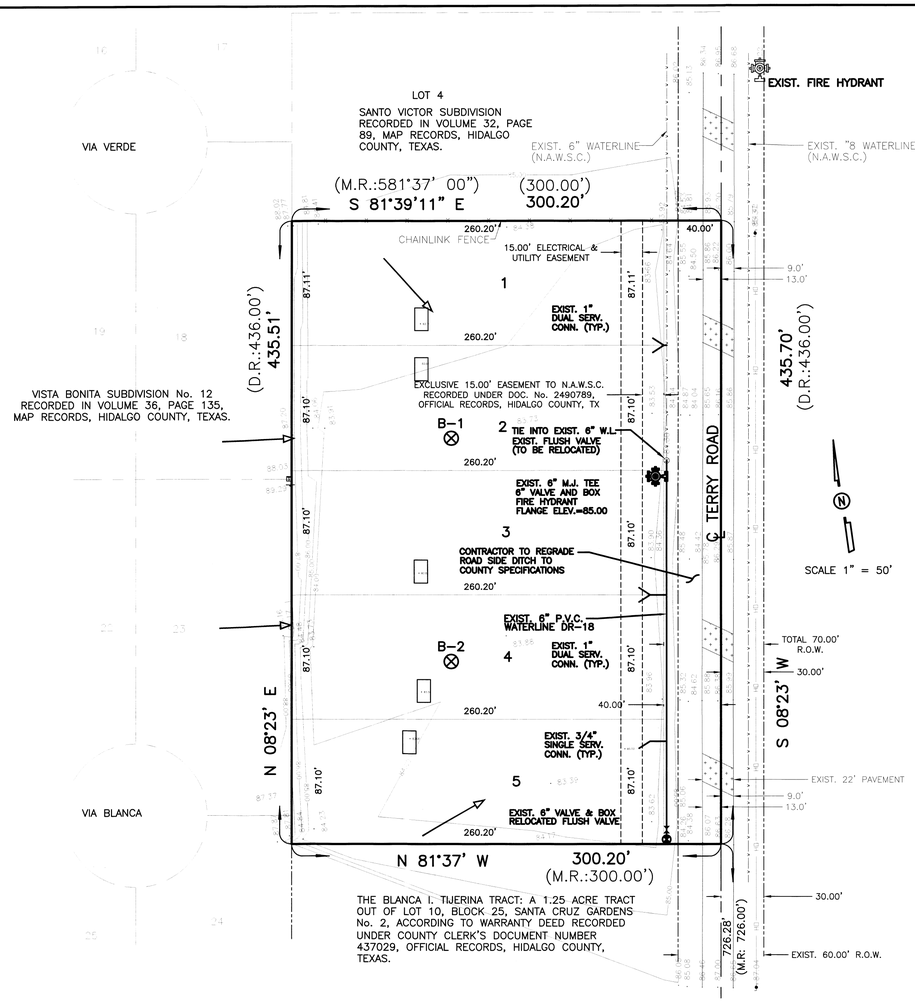
FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
RECORDED IN VOLUME _____ PAGE _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

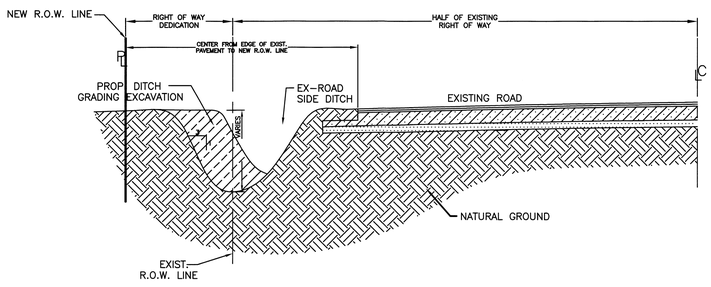
BY: _____ DEPUTY

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
PHONE 956–381–6480
FAX 956–381–0527
ENGINEERING REGISTRATION NUMBER F–1513
SURVEYING REGISTRATION NUMBER 100411–00
office@qhaengineering.com

SHEET NO. 1 OF 3 SHEETS	FILENAME : P:\DATA\SUBDIVS\EDINBURG\TERRY PALMS SUBDIVISION\PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	10–6–13	M. GONZALEZ		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY



THE BLANCA I. TIJERINA TRACT: A 1.25 ACRE TRACT OUT OF LOT 10, BLOCK 25, SANTA CRUZ GARDENS No. 2, ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 437029, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.



RECONSTRUCTION OF ROAD SIDE DITCH

NOT TO SCALE

COST ESTIMATE

WATER DISTRIBUTION: $ 9,734.00
OSSF: $ 6,000.00

B-1 ⊗ TEST BORING/POZO DE PRUEBA

☐ SEPTIC TANK/TANQUE SEPTICO (OSSF)

FINAL ENGINEERING REPORT FOR TERRY PALMS SUBDIVISION

BY ALFONSO QUINTANILLA, P.E.

WATER SUPPLY: Description, Costs, and Operability date
BY ALFONSO QUINTANILLA, P.E.

TERRY PALMS SUBDIVISION IS 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 WEST SIDE OF TERRY ROAD THAT ENDS WITH A 2" FLUSH VALVE IN FRONT OF LOT 2 AND AN EXISTING 8" WATERLINE RUNNING ON THE EAST SIDE OF TERRY ROAD.

AN 8" DIAMETER WATER LINE CONNECTS TO EXISTING 6" WATERLINE ON TERRY ROAD AND RUNS SOUTH ON THE WEST SIDE OF TERRY ROAD. THE 8" DIAMETER WATERLINE ENDS WITH A FLUSH VALVE ON THE SOUTH BOUNDARY LINE OF THE SUBDIVISION.

FROM THE 6" WATERLINE, ONE (1) 1" DUAL WATER SERVICE RUNS TO LOTS 3 AND 4 BEFORE SPLITTING INTO TWO (2) 3/4" DIAMETER SINGLE SERVICES THAT RUN TO WATER METERS FOR EACH LOT AND ONE (1) 3/4" SINGLE WATER SERVICE FOR LOT 5. FROM THE EXISTING 8" WATERLINE, ONE (1) 1" DUAL WATER SERVICE RUNS TO LOTS 1 AND 2 BEFORE SPLITTING INTO TWO (2) 3/4" DIAMETER SINGLE SERVICES THAT RUN TO WATER METERS FOR EACH LOT.

THE 8" DIAMETER WATERLINE, THE DUAL SERVICES, THE SINGLE SERVICE AND THE METER BOXES HAVE BEEN INSTALLED, AT A TOTAL COST OF $ 9,734.00 OR $ 1,946.80 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $ 4,350.00 WHICH COVERS THE $ 870.00 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 ONE (1) FIRE HYDRANTS AT A COST OF $ 2,500.00. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES: Description, Costs, and Operability Date

SEWAGE FROM TERRY PALMS SUBDIVISION, IS TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAINFIELD ON EACH LOT. THE SITE EVALUATOR (LICENSE NUMBER OS 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:

EACH LOT IN THE EXIST. SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE THE UNITED STATES OF AGRICULTURE SOIL CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A FINE SANDY LOAM. THE SITE EVALUATOR (LICENSE NUMBER OS 12258) HAD TWO (2) TEST BORINGS MADE AT OPPOSITE AREAS OF THE SUBDIVISION AT THE CENTERS OF LOTS 2 AND 4 (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 LOAM (WITH TEXTURE CLASS II) EXTENDING MORE THAN 24" BELOW THE BOTTOM OF ANY EXIST. EXCAVATIONS. THE SUBDIVISION DRAINS WELL. THE 10-YEAR FLOODPLAIN BEING CONTAINED WITHIN THE STREET AND THE DRAINAGE EASEMENTS.

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $ 1,200.00, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSF'S HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL AT A TOTAL COST OF $ 6,000.00 THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF ON MARCH 7, 2014

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL THE CONSTRUCTED WATER AND ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES– THESE FACILITIES ARE FULLY CONSTRUCTED, AND WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $ 14,084.00 WHICH EQUALS TO $ 2,816.80 PER LOT.

SEWAGE FACILITIES– OSSF SYSTEM COST $ 1,200.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $ 6,000.00 FOR THE ENTIRE SUBDIVISION.

STATE OF TEXAS · ALFONSO QUINTANILLA · 95534 · LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 95534

3-12-14
DATE

REPORTE FINAL DE INGENIERIA PARA LA SUBDIVISION DE TERRY PALMS SUBDIVISION:

BY ALFONSO QUINTANILLA, P.E.

PROVISION DE AGUA: Descripcion, Gastos, y Fecha de Incio

LA SUBDIVISION TERRY PALMS SUBDIVISION, RECIBIRA SU PROVISION DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (LA COMPAÑÍA DE AGUA DE NORTH ALAMO) ("N.A.W.S.C."). EL DUEÑO DE LA SUBDIVISION Y LA COMAÑÍA N.A.W.S.C. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISION RECIBIRA SU PROVISION DE AGUA POR LOS PROXIMOS 30 AÑOS. N.A.W.S.C. TENDRA QUE REPRESENTAR DOCUMENTACION PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISION. N.A.W.S.C. TIENE UNA LINEA EXISTENTE DE 6 PULGADAS DE DIAMETRO QUE TERMINA CON UNA VALVULA DE 2" EN FRENTE DE LOTE 21 Y UNA LINEA EXISTENTE DE 8 PULGADAS DE DIAMETRO QUE CORRE POR EL LADO ESTE DE LA CALLE TERRY ROAD.

UNA LINEA DE AGUA DE 6 PULGADAS DE DIAMETRO CONNECTA CON LA LINEA EXISTENTE DE 6 Y CORRE SUR POR EL LADO OESTE DE LA CALLE TERRY ROAD. LA LINEA DE AGUA DE 8 PULGADAS DE DIAMETRO TERMINA CON UNA VALVULA DE 2".PULGADAS QUE TERMINA EN LA FRONTERA SUR DE LA SUBDIVISIÓN

DE LA LINEA EXISTENTE DE 6 PULGADAS DE DIAMETRO, UNO (1) CONDUCTOS DOBLE DE 1 PULGADA DE DIAMETRO, QUE SE DIVIDEN EN DOS LINEAS DE 3/4" PULGADA QUE CORREN HACIA LOS MEDIDORES DE AGUA DE LOTES 3 Y 4 Y UNO (1) CONDUCTO INDIVIDUALE DE AGUA DE 3/4 DE PULGADA DE DIÁMETRO PARA LOTE 5.
DE LA LINEA DE 6 PULGADAS DE DIAMETRO, UNO (1) CONDUCTOS DOBLE DE 1 PULGADA DE DIAMETRO, QUE SE DIVIDEN EN DOS LINEAS DE 3/4" PULGADA QUE CORREN HACIA LOS MEDIDORES DE AGUA DE LOTES 1 Y 2.

LA LINEA PROPUESTA DE 8 PULGADS, LOS SERVICIOS DOBLES DE 1 PULGADA, LOS SERVICIOUS INDIVIDUALE DE 3/4 PULGADAS Y CAJAS DE MEDIDOR HAN SIDO INSTALADOS A UN COSTO TOTAL DE US$ 9,734.00 O US$ 1,946.80 POR LOTE. EL DUEÑO DE LA SUBDIVISION HA TAMBIEN PAGADO US$ 4,350.00 O US$ 870.00 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 COMPAÑÍA N.A.W.S.C. LO INSTALARA SIN ALGÚN GASTO AL DUEÑO. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN HA INSTALADO UNO (1) BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE $ 2,500.00. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: Descripcion, Gastos y Fecha de Inicio

EL DRENAJE DE TERRY PALMS SUBDIVISION, TENDRA FOSAS SEPTICAS INDIVIDUALES (OSSF) CONSISTIENDO EN UN DISEÑO NORMAL, CON DOBLE COMPARTIMENTO DE FOSA SEPTICA (OSSF) Y UN CAMPO DE DRENAJE EN CADA SOLAR. EL EVALUADOR (LIC# OS 12258) DE ENSUCIE HA INSPECCIONADO, EVALUADO Y REPORTADO QUE LA UBICACIÓN 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) DOS (2) PRUEBAS CON AGUJEROS EN EL CENTRO DE LOS LOTES 2 Y 4 (PRUEBAS ADICIONALES NO FUERON NECESARIAS PORQUE EL SUELO ES MUY UNIFORME DENTRO DEL AREA DELIMITADA). EL SUELO ES UNIFORME BARRO ARENOSO (CON TEXTURA CLASE II) 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 TOTAL PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR SON US$ 1,200.00, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS TODAS LAS FOSA SÉPTICAS HAN SIDO INSTALADAS EN EL PROCESO DE LA APROBACIÓN FINAL. A UN COSTO TOTAL DE US$ 6,000.00. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODOS LAS FOSAS SÉPTICAS Y AH APROBADO LA INSTALACIÓN DE LAS FOSAS SÉPTICAS DESDE EL 7 DE MARZO DE 2014.

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$ 14,084.00 LO CUAL EQUIVALE A US$ 2,816.80 POR LOTE.

DRENAJE: LAS FOSAS SEPTICAS COSTARAN US$ 14,084.00 A UN COSTO TOTAL DE US$ 2,816.80 PARA TODA LA SUBDIVISION.

STATE OF TEXAS · ALFONSO QUINTANILLA · 95534 · LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 95534

3-12-14
DATE

TERRY PALMS SUBDIVISION

A 3.00 ACRE TRACT OF LAND OUT OF LOT 10, BLOCK 25, SANTA CRUZ GARDENS No. 2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 8, PAGES 28 AND 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO CORRECTED SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2415418, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

DRAINAGE REPORT FOR: TERRY PALMS SUBDIVISION

BY: ALFONSO QUINTANILLA, P.E.

Terry Palms Subdivision is a 3.00 acre tract out of Lot 10, Block 25, Santa Cruz Gardens Unit No. 2, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 8, Pages 28 and 29, map records, hidalgo County, Texas, and according to corrected special warranty deed recorded under County Clerk's Document Number 2415418, official records, Hidalgo County, Texas. This subdivision is located on the west side of Terry Road 726.60 feet north of Benito Ramirez Road. The proposed subdivision consists of 5 residential lots.

The tract is Zone "X" as per FEMA Flood Insurance Rate Map; Community Panel No. 480334 0325 D, and dated June 6, 2000 with LOMR dated May 17, 2001.

This soil is fine sandy loam and sandy clay loam. This soil is well drained. Permeability is moderate. Plasticity Index has a range of 9–18. See attached Soil Survey of Hidalgo County, Texas tables.

Presently, the site has very minimal runoff on an easterly direction. The existing runoff for the proposed subdivision is Q= 2.31 cubic feet per second based on a 10–year storm. Runoff flows into the road ditch on the west side of Terry Road where it flows southerly into the H.C.D.D. No.1 North Main Drain located south of Davis Road. The road ditch along the west side of Terry Road will be regraded along the subdivision frontage.

After development the runoff will be Q= 5.83 cubic feet per second for an increase of Q= 3.52 cubic feet per second. Detention will be 2,451.64 cubic feet (0.06 acre feet) and will be accomplished by depressed areas of the lots.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE FLOODPLAIN FOR ZONE "X" (AREAS DETERMINED TO BE OUTSIDE 500–YEAR FLOOD PLAIN) AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0325 D, DATED ON JUNE 6, 2000 (REVISED MAY 17, 2001 TO REFLECT LOMR) IS CONTAINED WITHIN THE DRAINAGE OF THE SUBDIVISION, AS SHOWN BELOW.

STATE OF TEXAS · ALFONSO QUINTANILLA · 95534 · LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 95534

3-12-14
DATE

SUBDIVIDER CERTIFICATION

1.– BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER 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:

HI STARR INVESTMENTS, L.L.C.
1.– I (WE), **KYLE RUPPERT, MANAGER** SUBDIVIDERS OF **TERRY PALMS SUBDIVISION** HEREBY CERTIFY SEWER PERMITS, AS APPLICABLE, HAVE BEEN PAID AND COPIES OF RECEIPTS ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS TO THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

3-12-14
DATE

HI STARR INVESTMENTS, L.L.C.
KYLE RUPPERT, MANAGER
P.O. BOX 959
EDINBURG, TEXAS 78540

STATE OF TEXAS
COUNTY OF HIDALGO

HI STARR INVESTMENTS, L.L.C.

BEFORE ME, the undersigned notary public, on this day personally appeared **KYLE RUPPERT, MANAGER** 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 12th day of March, 2014.

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

LILIA A. QUINTANILLA– NOTARY PUBLIC

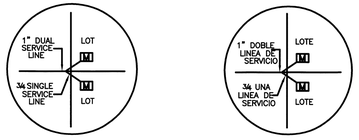
← FLOW DIRECTION OF WATER

[M] WATER METER BOX

—SERVICE LINES

[M] CAJA DE MEDIDOR DE AGUA

— LINEAS DE SERVICIOS



THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F–1513
SURVEYING REGISTRATION NUMBER 100411–00

LAND SURVEYORS
PHONE 956–381–6480
FAX 956–381–0527
OFFICE@QHAENGINEERING.COM

SHEET NO. 2 OF 2 SHEETS	FILENAME : F:\DATA\SUBD\EDINBURG\TERRY PALMS\UTILITY			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	11–20–13	M. GONZALEZ		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

HIDALGO COUNTY
PLANNING DEPARTMENT

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

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

HIDALGO COUNTY COMMISSIONERS COURT MEETING
DATE: 04-29-2014

PROPOSED **EL RAMADERO** SUBDIVISION, PRECINCT No. **4 .**

ENGINEER FIRM: **NAIN ENGINEERING** DEVELOPER: **O.S. WYATT, JR**

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

NUMBER OF LOTS: **3** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **South of FM 2128 approximately 839 feet West of Cesar Chavez Rd.**

SUBDIVISION LIES WITHIN THE: ☒*ETJ of* **EDINBURG** *and was approved administratively by said City.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **11-12-13** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **Storm Water runoff will be detained within the large depressed ares of the large lots**

ROAD R.O.W. DEDICATION: **10 feet on FM 2128**

H.C.R.O.W. FINAL APPROVAL DATE: **04-11-14** By, **Joe Ochoa** Pct 4 R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: **04-11-14** By, **Elizardo Ramos, Environmental Health Division Manager**

☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Jose Angel Gonzalez**

SEWER SYSTEM: ☐OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: _____

WATER SERVICE PROVIDER: **North Alamo Water Supply Corp** LINE SIZE: **2"** LOCATION: **FM 2128 (Richardson Rd)**

H.C.O.E.C. FINAL APPROVAL DATE: **04-10-2014** : By **Martin Ramirez, Environmental Compliance Coordinator**

☒**Since it is a small construction, NOT is not needed**

REQUEST FOR FINAL APPROVAL WITH: ☒ **Cash Deposit:** *Amount:$4,500.00 For:* ☒*OSSF(S)* ***3***

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: **FEBRUARY 11, 2014**

STAFF RECOMMENDS:

☐ **Final Approval** *subject to recommendations other departments*

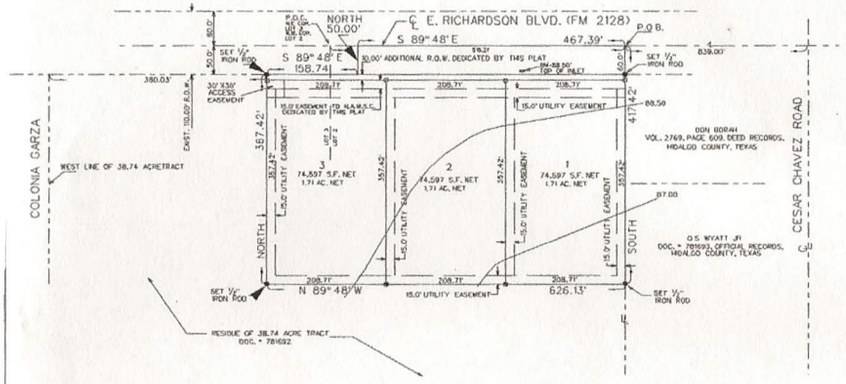
☒ **Final Approval** *with financial guarantee.*

This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules,

* *Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*

MINOR PLAT OF
EL RAMADERO SUBDIVISION

A 5.82 ACRE TRACT OF LAND OUT OF A CERTAIN 38.74 ACRE TRACT OUT OF LOTS 2 AND 3, SECTION 267, TEXAS MEXICAN RAILWAY COMPANY'S SURVEY, ACCORDING TO THE MAP RECORDED IN VOLUME 1, PAGE 16, MAP RECORDS, HIDALGO COUNTY, TEXAS.



SCALE 1" = 100'
BASIS OF BEARINGS WEST LINE OF 38.74 ACRE TRACT

METES AND BOUNDS

A 5.82 ACRE TRACT OF LAND OUT OF LOTS 2 AND 3, SECTION 267, TEXAS MEXICAN RAILWAY COMPANY'S SURVEY, ACCORDING TO THE MAP RECORDED IN VOLUME 1, PAGE 16, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 781692, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF LOT 2 AND IN THE CENTERLINE OF E. RICHARDSON BLVD. (FM 2128) FOR THE NORTHEAST CORNER OF THIS TRACT, SAID POINT BEARS S 89°48' E, 518.21 FEET FROM THE NORTHWEST CORNER OF LOT 2 AND THE NORTHEAST CORNER OF LOT 3;

THENCE SOUTH, PASSING A ½" IRON ROD SET WITH A PLASTIC CAP STAMPED "RBA" AT 50.00 FEET FOR THE SOUTH R.O.W. LINE OF E. RICHARDSON BLVD. (FM 2128), A TOTAL DISTANCE OF 417.42 FEET TO A ½" IRON ROD WITH A PLASTIC CAP STAMPED "RBA" FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE N 89°48' W, A DISTANCE OF 626.13 FEET TO A ½" IRON ROD FOUND WITH A PLASTIC CAP STAMPED "RBA", FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE NORTH, A DISTANCE OF 367.42 FEET TO A ½" IRON ROD FOUND WITH A PLASTIC CAP STAMPED "RBA", ON THE SOUTH R.O.W. LINE OF E. RICHARDSON BLVD (FM 2128) FOR THE MOST WESTERLY NORTHWEST CORNER OF THIS TRACT;

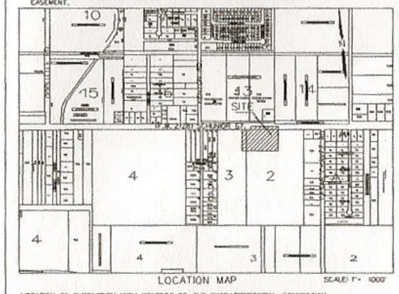
THENCE S 89°48' E, ALONG THE SOUTH R.O.W. LINE OF E. RICHARDSON BLVD. (FM 2128), A DISTANCE OF 158.74 FEET TO A POINT FOR AN INTERIOR CORNER OF THIS TRACT;

THENCE NORTH, 50.00 FEET TO A POINT ON THE NORTH LINE OF LOT 2 AND IN THE CENTERLINE OF E. RICHARDSON BLVD. (FM 2128) TO A POINT FOR THE MOST NORTHERLY NORTHWEST CORNER OF THIS TRACT;

THENCE S 89°48'E, ALONG THE NORTH LINE OF LOT 2 AND THE CENTERLINE OF E. RICHARDSON BLVD. (FM 2128), A DISTANCE OF 467.39 FEET TO THE POINT OF BEGINNING AND CONTAINING A 5.82 ACRES OF LAND MORE OR LESS.

GENERAL NOTES:

1. MIN BUILDING SETBACK LINES:
   FRONT 50.0'
   SIDE 6.0' OR EASEMENT WHICH EVER IS GREATER
   REAR 15.0' OR EASEMENT WHICH EVER IS GREATER
   15.00' GARAGE / CAR PORT FRONT SET BACK
2. MINIMUM FINISH FLOOR NOTE:
   MINIMUM FINISH FLOOR ELEVATION SHALL BE 24" ABOVE TOP OF CURB OR 24" ABOVE NATURAL GROUND, WHICHEVER IS GREATER
   ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY SITE AND POLY CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
3. ● -DENOTES ½" IRON ROD FOUND UNLESS OTHERWISE NOTED.
   O -DENOTES ½" IRON ROD SET UNLESS OTHERWISE NOTED.
   ^-DENOTES NAIL FOUND UNLESS OTHERWISE NOTED.
4. BENCHMARK ELEVATION: 68.50' TOP OF INLET, ON THE SOUTH SIDE OF E. RICHARSON BLVD. (FM 2128) 150.0' WEST OF THE EAST LINE OF THIS SUBDIVISION, U.S.G.S.
5. FLOOD ZONE DESIGNATION ZONE "X"
   AREAS DETERMINED TO BE OUT SIDE 500 YEAR FLOOD PLAIN
   C.P.N. 480334 0325 D
   MAP REVISED: JUNE 6, 2000
   REVISED TO REFLECT LOMR DATED: MAY 17, 2001
   CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR FLOOD INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).
6. DRAINAGE:
   IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO OBTAIN A TOTAL OF 19,581 CUBIC FEET - 0.44 ACRE-FEET OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: THE DRAINAGE FOR THIS DEVELOPMENT WILL BE SELF-CONTAINED WITH DETENTION AREA ON THE WEST SIDE OF THIS LOT
7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
   EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
8. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
   NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVALS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT
9. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
   THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
   A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
   B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
   C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT
   D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
   E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING (INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.
   F. A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITH IN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT LIMITED TO THE FOLLOWING ITEMS:
      1. ANCHORING OF SEPTIC TANK(S)
      2. BACK FLOW VALVES
      3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL
10. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION
11. O.S. WYATT JR., - THE OWNER & SUBDIVIDERS OF EL RAMADERO SUBDIVISION RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.
12. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
13. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPANCY IN EASEMENT.
14. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL AND INDUSTRIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN, AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
15. FIRE HYDRANTS INSTALLED WITHIN THE CORPORATIONS DISTRIBUTION SYSTEM ARE PROVIDED AT THE CONVENIENCE OF THE CORPORATION AND DO NOT IMPLY ANY RESPONSIBILITY ON THE PART OF THE CORPORATION TO MEET FIRE FLOW REQUIREMENTS.
16. IF THE PURCHASER(S) OF A LOT REQUIRES A COMMERCIAL LOT IS SUBSEQUENTLY DETERMINE THAT A LARGER METER IS REQUIRED, THEN THE LUE WILL NEED TO BE CALCULATED AND APPROPRIATE FEES ON THE UPGRADE MUST BE PAID TO THE CORPORATION PRIOR TO THE INITIATION OF SERVICE ON SUCH LARGER METER(S). THE DEVELOPER WILL NEED TO ADVISE PURCHASERS OF THIS OBLIGATION.
17. 5.0 FT. WIDE MINIMUM SIDEWALK IS REQUIRED ALONG E. RICHARSON BLVD. (FM 2128) AT THE TIME OF BUILDING PERMIT
18. AN ENGINEERED DETENTION PLAN APPROVED BY THE HIDALGO COUNTY IS REQUIRED AT BUILDING PERMIT STAGE.
19. TXDOT DRIVEWAY/ENTRANCE PERMIT IS REQUIRED PRIOR TO THE CONSTRUCTION OF A DRIVEWAY/ENTRANCE ON TO E. RICHARSON BLVD. (FM 2128)
    6.0' VALLEY GUTTER/CONC APRON NEEDED AT ENTRANCES
20. PARKLAND DEDICATION FEES OWED AT BUILDING PERMIT STAGE
21. ALL CONSTRUCTION SHALL COMPLY WITH STORMWATER POLLUTION PREVENTION PLAN (SW3P)
22. FIRE HYDRANTS MAY BE REQUIRED AT BUILDING PERMIT STAGE INCLUDING NECESSARY EASEMENTS



LOCATION MAP SCALE: 1" = 1000'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

EL RAMADERO SUBDIVISION IS WITHIN HIDALGO COUNTY PRECINCT No. 4 AND IS LOCATED EASTERLY HIDALGO COUNTY, ON THE SOUTH SIDE OF E. RICHARDSON BLVD. (FM 2128) 839.00 FEET WEST OF CESAR CHAVEZ ROAD, THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG POPULATION OF 77,100 2010 CENSUS). EL RAMADERO SUBDIVISION LIES OUTSIDE THE 2 MILE EXTRATERRITORIAL JURISDICTION OF CITY OF EDINBURG UNDER LOCAL GOVERNMENT CODE § 212.001.

REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	O.S. WYATT JR	4202 E. RICHARSON BLVD.	EDINBURG, TEXAS, 78542	(956) 279-2399
ENGINEER:	GUILLERMO A. ARRATIA, P.E.	526 N. 5TH ST.	DONNA, TX. 78537	(956) 784-0218
SURVEYOR:	REYNALDO ROBLES	107 W. HUISACHE ST.	WESLACO, TEXAS, 78596	PH. 956-968-2422

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, O.S. WYATT JR OWNER OF THE 5.82 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED "EL RAMADERO SUBDIVISION" HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS, PARK AND EASEMENTS SHOWN HEREIN.

WE CERTIFY THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTION TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTION TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTION PROVIDED TO THE LOTS MEET, OR WILL MEET, MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTION, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

WE ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT IS TRUE AND COMPLETE.

OWNER O.S. WYATT JR.
ADDRESS 4202 E. RICHARSON BLVD.
EDINBURG, TEXAS, 78542

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED O.S. WYATT JR. PROVED TO BE THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME DULY SWORN, DECLARED THAT THEIR STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2014

NOTARY PUBLIC FOR THE STATE OF TEXAS

THIS PLAT APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No. 1
ON THIS THE _____ DAY OF _____, 20____

HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE WILL NOT BE RESPONSIBLE FOR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION, ALSO THERE WILL NOT ALLOWED ANY STRUCTURES ON THE DISTRICT RIGHT-OF-WAYS AND/OR EASEMENTS.
NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON THE HDD * 1 RIGHT-OF-WAY WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE HDD * 1

_____ ATTEST: _____
PRESIDENT SECRETARY

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

HIDALGO COUNTY DRAINAGE DISTRICT NO.1
BY: _____

STATE OF TEXAS
COUNTY OF HIDALGO

I, REYNALDO ROBLES, 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 THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROAD IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF EDINBURG.

DATED THIS THE _____ DAY OF _____ 20____

REYNALDO ROBLES
REG. PROFESSIONAL LAND SURVEYOR # 4032
P.O. BOX 418
107 W. HUISACHE ST.
WESLACO, TEXAS, 78596
PH. 956-968-2422

STATE OF TEXAS
COUNTY OF HIDALGO

I, _____, ADMINISTRATOR/DIRECTOR OF PLANNING AND ZONING DEPARTMENT OF THE CITY OF EDINBURG, TEXAS DO HEREBY CERTIFY THIS MINOR SUBDIVISION PLAT KNOW AS EL RHAMDERO 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 _____, 20____ WITH THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS.

_____
ADMINISTRATOR / PLANNING AND ZONING DEPARTMENT DIRECTOR

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL
I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF EL RAMADERO SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARMENT ON _____

_____ _____
HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.0281A1

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE EL RAMADERO SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____
_____, 2014.

_____
HIDALGO COUNTY JUDGE DATE

ATTEST: _____
HIDALGO COUNTY CLERK DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED 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 THE LOTS INTENDED FOR RESIDENTIAL /COMMERCIAL PURPOSES DESCRIBE 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: THESE FACILITIES WILL BE CONSTRUCTED.

SEWAGE FACILITIES: INSTALLATION OF SEPTIC TANKS ARE ESTIMATED TO COST $ 1,500.00 PER LOT, FOR A TOTAL OF $ 4,500.00 FOR THE SUBDIVISION. THE SUBDIVIDER HAS PAID A TOTAL OF $ 4,500.00 TO THE CONTRACTOR TO COVER THE COST OF THE INSTALLATION OF THE SEPTIC TANKS.

DATED THIS THE _____ DAY OF _____ 20____

GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER No. 94001
526 N. 5TH ST.
DONNA, TEXAS, 78537

STATE OF TEXAS
GUILLERMO A. ARRATIA
94001
LICENSED
PROFESSIONAL ENGINEER

FILED FOR RECORD IN HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

DATE OF PREPARATION: NOVEMBER 6, 2013

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
FIRM NO. F-9050
526 N. 5TH STREET
DONNA, TEXAS. 78537
PH. (956) 784-0218
E-MAIL: NAINENGINEERING@YAHOO.COM

SHEET 1 OF 2

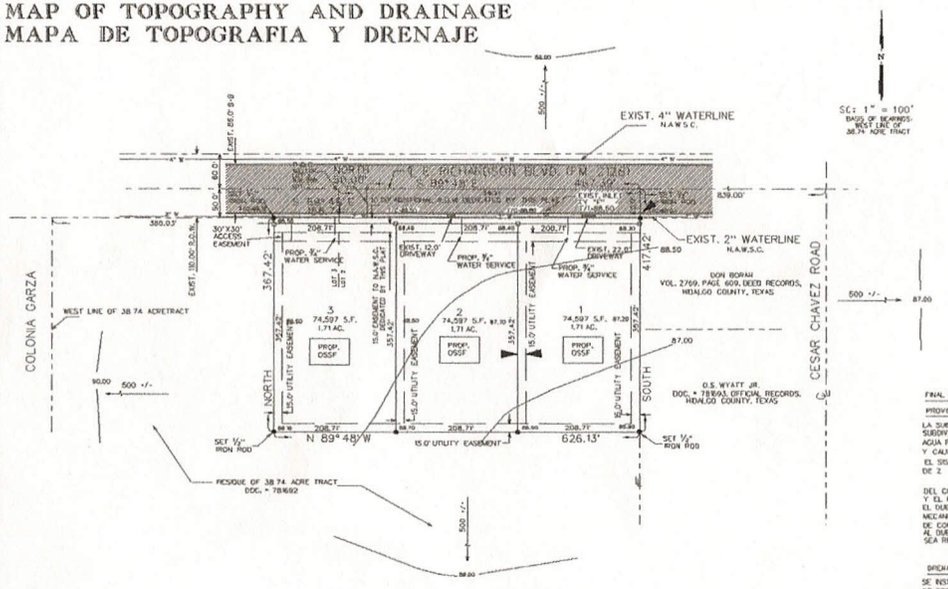
INDEX TO SHEET OF EL RAMADERO SUBDIVISION

SHEET 1	HEADING (INDEX, LOCATION MAP AND KEY PRINCIPAL CONTACTS)
	PLAT WITH LOTS, STREETS, AND EASEMENT DIMENSIONS, LEGAL DESCRIPTION (METES AND BOUNDS), SURVEYOR'S AND ENGINEER'S CERTIFICATION, PLAT NOTES, SET
	RESTRICTIONS, OWNER'S DEDICATION, CERTIFICATION AND ATTESTATION, COUNTY APPROVAL
	CERTIFICATES, COUNTY CLERK'S RECORDING CERTIFICATE, HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL, DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED
	SCHOOL CERTIFICATION, TSCC-CD No. 1 CERTIFICATE
SHEET 2	OF APPROVAL, REVISION NOTES, MUD, ETC.
	WATER DISTRIBUTION AND SANITARY SEWER FACILITY ENGINEERING REPORT
	(ENGLISH AND SPANISH VERSIONS), INCLUDING DESCRIPTION OF WATER AND WASTE
	WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSIONS),
	TYPICAL WATER SERVICE CONNECTIONS, OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION
	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION, REVISION NOTES, CONSTRUCTION DETAILS

EL RAMADERO SUBDIVISION

A 5.82 ACRE TRACT OF LAND OUT OF A CERTAIN 38.74 ACRE TRACT OUT OF LOTS 2 AND 3, SECTION 267, TEXAS MEXICAN RAILWAY COMPANY'S SURVEY, ACCORDING TO THE MAP RECORDED IN VOLUME 1, PAGE 16, MAP RECORDS, HIDALGO COUNTY, TEXAS.

MAP OF TOPOGRAPHY AND DRAINAGE
MAPA DE TOPOGRAFIA Y DRENAJE



FINAL WATER AND SEWER ENGINEERING REPORT

WATER SUPPLY DESCRIPTION, COST, AND OPERABILITY DATE)

EL RAMADERO SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY THE NORTH ALAMO WATER SUPPLY (N.A.W.S.C.). THE SUBDIVIDER, AND N.A.W.S.C., HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

N.A.W.S.C. HAS AN EXISTING 2" DIAMETER WATERLINE RUNNING ALONG THE SOUTH RIGHT-OF-WAY OF E. RICHARDSON BLVD. (FM 2128)

WATER DISTRIBUTION FOR EL RAMADERO SUBDIVISION CONSIST OF A PROPOSED 3 - ¾" DIAMETER SINGLE WATER SERVICES FOR LOTS 1, 2 , AND 3 . SAID SERVICES TERMINATE AT THE WATER METER BOX, AND THE METER BOX HAVE ALREADY BEEN INSTALLED AT A TOTAL COST OF $2,250.00. IN ADDITION THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $ 3000.00, WHICH COVERS THE COST FOR LOTS 1,2 AND 3 , AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF THE WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C., UPON REQUEST BY THE LOT OWNER, N.A.W.S.C., WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER.

THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C., AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES: DESCRIPTION, COSTS, AND OPERABILITY DATES:

SEWAGE FROM EL RAMADERO SUBDIVISION WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENTS SEPTIC TANK AND A DRAIN FIELD ON THIS LOT. THE SITE EVALUATOR JOSE A GONTALEZ REG. # 1225B. HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF'. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR A REPLACEMENTS DRAIN FIELD.

EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST ½ ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A SANDY LOAM SOIL FOR THE AREA. AT LEAST TWO SOIL EVCAVATIONS WERE PERFORMED ON THE SITE, AT OPPOSITE ENDS OF THE SOIL IS A TEXTURE CLASS R SANDY LOAM BLOCKY EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUNDWATER OR A RESRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $1,500.00, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSF'S HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT AT TOTAL COST OF $4,500.00. THE HIDALGO COUNTY HEALTH DEPATMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF ON _____

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. ICERTIFY 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 $ 5,250.00

SEWAGE FACILITIES - SEPTIC SYSTEM HAS BEEN INSTALLED AT A TOTAL COST OF $4,500.00

MAP OF WATER DISTRIBUTION SYSTEM
MAPA DE DISTRIBUCION DE AGUA

SUBDIVIDER CERTIFICATION:

I.- BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOT MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOT OR SEPTIC TANK MEET OR WILL MEET SUCH STANDARDS AND WILL BE BY STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

I.- I O.S. WYATT JR. SUBDIVIDERS OF EL RAMADERO SUBDIVISION HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAID AND ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARMENT THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPL WITH THE REGULATIONS AND THE LAWS TO THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

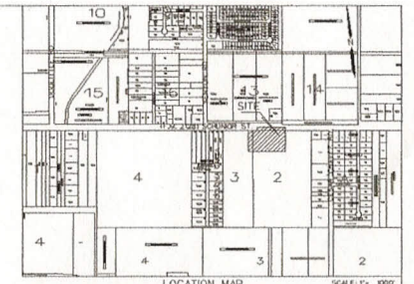
OWNER: O.S. WYATT JR.
ADDRESS: 4202 E. RICHARSON BLVD.
EDINBURG, TEXAS. 78542

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED O.S. WYATT JR. PROVED TO BE THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME DULY SWORN, DECLARED THAT THEIR STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2014

NOTARY PUBLIC FOR THE STATE OF TEXAS



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

EL RAMADERO SUBDIVISION IS WITHIN HIDALGO COUNTY PRECINCT No. 4 AND IS LOCATED EASTERLY HIDALGO COUNTY, ON THE SOUTH SIDE OF E. RICHARDSON BLVD. (FM 2128), 839.00 FEET WEST OF CESAR CHAVEZ ROAD, THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG (POPULATION OF 77,100 2010 CENSUS) EL RAMADERO SUBDIVISION LIES OUTSIDE THE 2 MILE EXTRATERRITORIAL JURISDICTION OF CITY OF EDINBURG UNDER LOCAL GOVERNMENT CODE § 212.001.

FINAL WATER AND SEWER ENGINEERING REPORT IN SPANISH

PROVISION DE AGUA: DESCRIPCION, GASTOS Y FECHA DE INICIO

LA SUBDIVISION DE EL RAMADERO SUBDIVISION RECIBIRA SU PROVISION DE AGUA DE NORTH ALAMO WATER SUPPLY. EL DUENO DE LA SUBDIVISION Y LA COMPANIA AGUA N.A.W.S.C., HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISION RECIBIRA SU PROVISION DE AGUA POR LOS PROXIMOS 30 ANOS. N.A.W.S.C., HA PRESENTADO DOCUMENTACION PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISION.

EL SISTEMA DE PROVISION DE AGUA PARA LA SUBDIVISION DE EL RAMADERO SUBDIVISION CONSISTE DE UN CONDUCTO DE AGUA EXISTENTE DE 2 PULGADAS DE DIAMETRO QUE PASA POR EL LADO SUR DEL DERECHO DE VIA (RIGHT-OF-WAY) DE LA CARRETERA E. RICHARSON BLVD. (FM 2128)

DEL CONDUCTO DE AGUA DE 2 PULGADAS SE INSTALARAN TRES CONDUCTOS DE ¾" PULGADA DE DIAMETRO PARA EL LOTE 1, 2 Y 3. Y EL MEDIDOR MECANICO DE AGUA A UN COSTO TOTAL DE $ 2,250.00
EL DUENO DE LA SUBDIVISION TAMBIEN LE HA PAGADO A N.A.W.S.C. $ 3000.00 POR LA SUBDIVISION QUE CUBRE EL COSTO DEL MEDIDOR MECANICO DE AGUA PARA CADA LOTE. ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACION DEL MEDIDOR Y LOS GASTOS DE CONEXION CUANDO EL DUENO DEL LOTE SOLICITE. EL MEDIDOR DE AGUA LA COMPANIA DE N.A.W.S.C., LO INSTALARA SIN COSTO ALGUNO AL DUENO DE LA SUBDIVISION. EL SISTEMA DE AGUA ESTARA EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA EN LA CUAL LA SUBDIVISION SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: DESCRIPCION, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISION:

SE INSTALARA UNA FOSA SEPTICA EN CADA LOTE . ESTA FOSA SEPTICA CONSISTE DE UN TANQUE SEPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. JOSE A GONZALEZ REG. #1225B HA EVALUADO EL AREA DONDE SE ENCUENTRA LA SUBDIVISION Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA ESAS FOSA SEPTICAS (OSSF) EL REPORTE FUE APROVADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HIDALGO COUNTY HEALTH DEPARTMENT SEGUN EL REPORTE.

CADA LOTE EN LA SUBDIVISION MIDE MEDIO ACRE, SE HICIERON DOS EXCAVACIONES DE EVALUACION EN LOS LUGARES OPUESTOS EN LA SUBDIVISION (EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA AREA ES SIGNIFICANTEMENTE UNIFORME) EL TERRENO ES UNIFORME (TERRENO ARCILLOSO Y SUELO FRANCO) Y SE EXTIENDE A 36 PULGADAS BAJO TODAS LAS EXCAVADORES PROPUESTAS, NO EXISTE EVIDENCIA DE AGUA 24 PULGADAS MAS ARRIBA DE LO MAS BAJO DE LAS EXCAVACIONES PROPUESTAS. EL AGUA EN ESTA AREA FLUYE BIEN.

EL COSTO TOTAL PARA LA INSTALACION DE UN SISTEMA INDIVIDUAL DE FOSAS SEPTICAS POR SOLAR SON $1,500.00 DOLARES, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA EN ESTOS MOMENTOS TODAS LAS FOSAS SEPTICAS HAN SIDO INSTALADAS EN EL PROCESO DE LA APROVACION FINAL, A UN COSTO TOTAL DE $ 4,500.00.EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODAS LAS FOSAS SEPTICAS Y AH APROBADO LA INSTALACION DE LAS FOSAS SEPTICAS DESDE _____

CERTIFICATION:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EL LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECANICO DE AGUA QUE COSTARA UN TOTAL DE $ 6,250.00

DRENAJE: SE ESTIMA QUE LA FOSA SEPTICA COSTARA $ 4,500.00 PARA LA SUBDIVISION.

GUILLERMO A. ARRIATIA
LICENSED PROFESSIONAL ENGINEER NO. 94001
526 N 5TH ST.
DONNA, TEXAS. 78537

STATE OF TEXAS
GUILLERMO A. ARRIATIA
94001
LICENSED
PROFESSIONAL ENGINEER

DRAINAGE REPORT:

NOVEMBER- 2013
DRAINAGE REPORT:
BY: GUILLERMO A. ARRIATIA. P.E.

EL RAMADERO SUBDIVISION
HIDALGO COUNTY. TEXAS

PROJECT LOCATION
THE PROPERTY IS LOCATED ON THE SOUTH SIDE OF E. RICHARSON BLVD. (FM 2128) 839.00 FEET WEST OF CESAR CHAVEZ ROAD

FLOOD PLAIN:
THE SUBJECT TRACT LIES IN ZONE "X"
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN,
IN ACCORDANCE WITH FEMA FIRM MAP NO. 480334 0325 D
MAP REVISED: JUNE 6, 2000
REVISED TO REFLECT LOMR DATED: MAY 17, 2001

SOIL CONDITIONS:
A REVIEW OF THE SOIL SURVEY OF HIDALGO COUNTY INDICATES THE SUBJECT TRACT LIES IN AN AREA OF PREDOMINANTLY HIDALGO SANDY CLAY LOAM SOIL THAT HAS A POOR LOW SHRINK-SWALE POTENTIAL AND IS LISTED IN HYDROLOGICAL GROUP B.

EXISTING CONDITIONS
THE SUBJECT TRACT IS CURRENTLY UNDEVELOP. THE EXISTING TERRAIN HAS A GRADE OF APPROXIMATELY 0.9', EXISTING RUNOFF 12.45 CFS) FROM THE SITE IS BY FORM OF SHEET FLOW RUNS TOWARDS THE SOUTHEAST SIDE OF THIS TRACT.

PROPOSED CONDITIONS:
THE PROPOSED CONDITIONS FOR THIS SUBJECT TRACT IS FOR 3 LOTS FOR RESIDENTIAL/COMMERCIAL USE THE STORM SEWER RUNOFF AFTER DEVELOPMENT TO BE 10.5 CFS, I HAVE CALCULATED THAT 10.858 CF OF STORM SEWER FOR A 10-YEAR DESIGN FREQUENCY AND WILL BE DETAINED WITHIN THE PROPERTY BY DETENTION AREAS. DRAINAGE PLAN TO BE APPROVED BY THE COUNTY OF HIDALGO AT THE TIME OF ISSUANCE OF BUILDING PERMIT.

CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THIS SUBDIVISION LIES IN A
THE SUBJECT TRACT LIES IN ZONE "X"
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN,
IN ACCORDANCE WITH FEMA FIRM MAP NO. 480334 0325 D
MAP REVISED: JUNE 6, 2000
REVISED TO REFLECT LOMR DATED: MAY 17, 2001
BASED ON GRAPHICAL REPRESENTATION ON DATE SIGN.

GUILLERMO A. ARRIATIA
LICENSED PROFESSIONAL ENGINEER NO. 94001
526 N 5TH ST.
DONNA, TEXAS. 78537

STATE OF TEXAS
GUILLERMO A. ARRIATIA
94001
LICENSED
PROFESSIONAL ENGINEER

COST ESTIMATE:

STREET PAVING:	$ 000.00
WATER SUPPLY SYSTEM	$ 5,250.00
SEPTIC TANK SYSTEM	$ 4,500.00
DRAINAGE	$ 000.00

REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	O.S. WYATT JR.	4202 E. RICHARSON BLVD.	EDINBURG, TEXAS. 78542	(956) 379-2389
ENGINEER:	GUILLERMO A. ARRIATIA, P.E.	526 N. 5TH ST.	DONNA, TX. 78537	(956) 784-0218
SURVEYOR:	RETANALDO TROEVOS	0 E. HACKBERRY ST.	MCALLEN, TEXAS. 78504	PH. 956-968-2422

DATE OF PREPARATION NOVEMBER 6, 2013

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
FIRM NO. F-9850
526 N. 5TH STREET
DONNA, TEXAS. 78537
PH. (956) 784-0218
E-MAIL:NAINENGINEERING@YAHOO.COM

SHEET 2 OF 2

INDEX TO SHEET OF EL RAMADERO SUBDIVISION

SHEET 1	HEADING (INDEX) LOCATION MAP AND KEY PRINCIPAL CONTACTS)
	PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS) LEGAL DESCRIPTION (METES AND BOUNDS) SURVEYOR'S CERTIFICATION) PLAT NOTES AND RESTRICTIONS) OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION) COUNTY APPROVAL CERTIFICATES) COUNTY CLERK'S RECORDING CERTIFICATE) HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL) DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED) H.C.C.I.D. CERTIFICATION) H.C.I.D. No. 1 CERTIFICATE OF APPROVAL) REVISION NOTES, H.C.H.D.
SHEET 2	WATER DISTRIBUTION AND ON-SITE SEWAGE FACILITY ENGINEERING REPORT (ENGLISH AND SPANISH VERSIONS) INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSIONS) TYPICAL WATER SERVICE CONNECTION, OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION
	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND IRM IT WILL SERVE THIS DEVELOPMENT) MAP OF (TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION) REVISION NOTES) CONSTRUCTION DETAILS

Hidalgo County
Planning
Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
301 E. State Street
Pharr, Texas 78577
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Precinct No. 1 Substation
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Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

MEMORANDUM

To: **JUDGE RAMON GARCIA**
COUNTY COMMISSIONER'S COURT

From: **RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR**

Date: **APRIL 16, 2014**

Re: **LAS ESTRELLAS NO. 1 SUBDIVISION – PCT. 3**

ON DECEMBER 20, 2011, THE HIDALGO COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE FOR THE ABOVE REFERENCED SUBDIVISION. THE CASH DEPOSIT IN THE AMOUNT OF THIRTY NINE THOUSAND DOLLARS ($39,000.00) WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF TWENTY SIX (26) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF $6,000.00 FROM THE CASH DEPOSIT. THIS REFLECTS THE INSTALLATION OF FOUR (4) ADDITIONAL SEPTIC TANK SYSTEMS. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT SIXTEEN (16) SEPTIC TANKS HAVE BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF $6,000.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$39,000.00
1ST REIMBURSEMENT	$13,500.00
2ND REIMBURSEMENT	$ 3,000.00
3RD REIMBURSEMENT	$ 1,500.00
4TH REIMBURSEMENT	$ 6,000.00
BALANCE REMAINING	$15,000.00

*** * * END OF MEMORANDUM * * ***

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

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HIDALGO COUNTY PLANNING DEPARTMENT

Date Feb. 29 20 12

Received of: CWL Limited $ 39,000.00

Thirty nine thousand and 00/100 Dollars

Subdivision: Las Estrellas No 1

Cash _____ Check # 0119711 M.O. # _____

Received by: Abril Castillo

○ UTILITY CERTIFICATE REVIEW FEE	
Acct # - 1100-341-30-210-003-0-000	
Permit No.	
TOTAL	
○ SUBDIVISION FEES	
Acct # - 1100-341-30-210-003-0-000	
Filing/Review Fee	
2% Inpsection Fee	
Maps	
Subd. Rules Book	
Other	
TOTAL	
○ ESCROW	
Acct # - 1100-341-30-210-003-0-000	
1/3 Paving	
Septic Tank -	39,000.00
Other	
TOTAL	39,000.00

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2 & 4
RECEIPT
Nº 66047 - 2/4

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

COUNTY AUDITOR'S FORM RE-PD-0001

Z6GT4982 01 /7

0119711

Border Capital Bank MEMBER FDIC
Post Office Box 5555
McAllen, Texas 78502-5555

CWL LIMITED
REMITTER

DATE 02/27/12 88-1161/1149

PAY TO THE ORDER OF HIDALGO COUNTY $ ***39,000.00***

THIRTY NINE THOUSAND and 00/100***USDollars

CASHIER'S CHECK

TWO SIGNATURES REQUIRED $100,000.00 AND OVER

FOR INQUIRIES CALL 956-682-2265

Re: Las Estrellas I-Septic Cash Escrow

AUTHORIZED SIGNATURE

Details on Back. Security Features Included

⑈0119711⑈ ⑆114911616⑆ ⑈99 0010 ⑈

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

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HEALTH DEPARTMENT
COUNTY OF HIDALGO

April, 16th 2014

Hidalgo County Planning Department
Mr. Raul E. Sesin
1304 S. 25th St.
Edinburg, TX 78539

RE: LAS ESTRELLAS SUBDIVISION PH -1

Dear Mr. Sesin:

According to our records, **16** of **26 lots** in **LAS ESTRELLAS SUBDIVISION PH-1** have a septic tank systems installed and can be expected to function properly, **LAS ESTRELLAS SUBDIVISION PH-1** is located on Mile 5 and Minnesota .in Mission Tx.

Sincerely,

Elizardo "Chardo" Ramos
Environmental Health Division Manager

1304 S. 25th Edinburg, TX 78539 (956) 383-6221 Fax (956) 383-8864

Hidalgo County
Planning
Department

Raul E. Sesin, PE, CFM
Planning Administrator

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Mission, Texas 78572
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Fax (956) 205-7049

MEMORANDUM

To: **JUDGE RAMON GARCIA**
COUNTY COMMISSIONER'S COURT

From: **RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR**

Date: **APRIL 16, 2014**

Re: **LAS ESTRELLAS NO. 2 SUBDIVISION – PCT. 3**

ON MARCH 06, 2012, THE HIDALGO COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE FOR THE ABOVE REFERENCED SUBDIVISION. A CASH DEPOSIT IN THE AMOUNT OF NINE THOUSAND DOLLARS ($9,000.00) WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF SIX (6) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF $1,500.00 FROM THE CASH DEPOSIT. THIS REFLECTS THE INSTALLATION OF ONE (1) ADDITIONAL SEPTIC TANK SYSTEM. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT FOUR (4) SEPTIC TANKS HAVE BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF $1,500.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$9,000.00
1ST REIMBURSEMENT	$4,500.00
2ND REIMBURSEMENT	$1,500.00
BALANCE REMAINING	$3,000.00

*** * * END OF MEMORANDUM * * ***

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

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Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

HIDALGO COUNTY PLANNING DEPARTMENT

Date Feb 21 20 12

Received of: CWL Limited $ 9,000.00

Nine thousand and 00/100 Dollars

Subdivision: Las Estrellas Ph 2

Cash _____ Check # 1049 M.O. # _____

Received by: _____

○ UTILITY CERTIFICATE REVIEW FEE	
Acct # - 1100-341-30-210-003-0-000	
Permit No.	
TOTAL	
○ SUBDIVISION FEES	
Acct # - 1100-341-30-210-003-0-000	
Filing/Review Fee	
2% Inpsection Fee	
Maps	
Subd. Rules Book	
Other	
TOTAL	
○ ESCROW	
Acct # - 1100-341-30-210-003-0-000	
1/3 Paving	
Septic Tank -	9,000.00
Other	
TOTAL	9,000.00

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2 & 4
RECEIPT
Nº 65993 - 2/4

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

COUNTY AUDITOR'S FORM RE-PD-0001

CWL LIMITED
PO BOX 118
EDINBURG, TX 78540
956-383-7032
956-381-4480

BORDER CAPITAL BANK
PO BOX 5555
MCALLEN, TX 78502-5555
956-682-2265

88-1161
1149

1049

DATE 1/31/2012

PAY Hidalgo County $ **9,000.00

*NINE-THOUSAND AND 00/100**********DOLLARS

TO THE ORDER OF Hidalgo County

CWL LIMITED
By: THREE LLC, It's General Partner
By: _____

Memo Septic Tank Escrow - Las Estrellas Sub. II

⑈1049⑈ ⑆114911616⑆ ⑈00302366⑈

Security features. Details on back.

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

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1304 S. 25th Street
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HEALTH DEPARTMENT
COUNTY OF HIDALGO

April, 16th 2014

Hidalgo County Planning Department
Mr. Raul E. Sesin
1304 S. 25th St.
Edinburg, TX 78539

RE: LAS ESTRELLAS SUBDIVISION PH -2

Dear Mr. Sesin:

According to our records, **4** of **6 lots** in **LAS ESTRELLAS SUBDIVISION PH-2** have a septic tank systems installed and can be expected to function properly, **LAS ESTRELLAS SUBDIVISION PH-2** is located on Mile 5 and Minnesota .in Mission Tx.

Sincerely,

Elizardo "Chardo" Ramos
Environmental Health Division Manager

1304 S. 25th Edinburg, TX 78539 (956) 383-6221 Fax (956) 383-8864

Hidalgo County
Planning
Department

Raul E. Sesin, PE, CFM
Planning Administrator

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Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

MEMORANDUM

To: **JUDGE RAMON GARCIA**
COUNTY COMMISSIONER'S COURT

From: **RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR**

Date: **APRIL 16, 2014**

Re: **LAS ESTRELLAS NO. 3 SUBDIVISION – PCT. 3**

ON MARCH 06, 2012, THE HIDALGO COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE FOR THE ABOVE REFERENCED SUBDIVISION. A CASH DEPOSIT IN THE AMOUNT OF SIXTY NINE THOUSAND DOLLARS ($69,000.00) WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF FORTY SIX (46) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF $4,500.00 FROM THE CASH DEPOSIT. THIS REFLECTS THE INSTALLATION OF THREE (3) ADDITIONAL SEPTIC TANK SYSTEMS. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT THIRTY FIVE (35) SEPTIC TANKS HAVE BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF $4,500.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$69,000.00
1ST REIMBURSEMENT	$27,000.00
2ND REIMBURSEMENT	$ 9,000.00
3RD REIMBURSEMENT	$12,000.00
4TH REIMBURSEMENT	$ 4,500.00
BALANCE REMAINING	$16,500.00

*** * * END OF MEMORANDUM * * ***

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

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Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

HIDALGO COUNTY PLANNING DEPARTMENT

Date Feb 21 20 12

○ UTILITY CERTIFICATE REVIEW FEE *Acct #* - 1100-341-30-210-003-0-000 Permit No.	
TOTAL	
○ SUBDIVISION FEES *Acct #* - 1100-341-30-210-003-0-000 Filing/Review Fee 2% Inspection Fee Maps Subd. Rules Book Other	
TOTAL	
○ ESCROW *Acct #* - 1100-341-30-210-003-0-000 1/3 Paving Septic Tank -	69,000.00
Other	
TOTAL	69,000.00

Received of: CWL Limited $69,000.00

Sixty nine thousand and 00/100 Dollars

Subdivision: Las Estrellas III

Cash _____ Check # 0119487 M.O. # _____

Received by: _____

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2 & 4
RECEIPT
Nº 65396 - 2/4

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

COUNTY AUDITOR'S FORM RE-PD-0001

Z6GT4982 01 /15

TRC# IN3444449
DJB 01-07-15

0119487

Border Capital Bank MEMBER FDIC
Post Office Box 5555
McAllen, Texas 78502-5555

CWL LIMITED
"CASH DEPOSIT" LAS ESTRELLAS S/D III
REMITTER

DATE 02/01/12 88-1161/1149

PAY TO THE ORDER OF HIDALGO COUNTY $ ***69,000.00***

ISSUER SIXTY NINE THOUSAND and 00/100***USDollars

CASHIER'S CHECK

FOR INQUIRIES CALL 956-682-2265

TWO SIGNATURES REQUIRED $100,000.00 AND OVER

Ingrid E Miller
AUTHORIZED SIGNATURE

⑈0119487⑈ ⑆114911616⑆ ⑈99 0010 1⑈

Details on Back. Security Features Included

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
301 E. State Street
Pharr, Texas 78577
Phone (956) 318-2840
Fax (956) 318-2844

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Mission, Texas 78572
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Fax (956) 205-7049

HEALTH DEPARTMENT
COUNTY OF HIDALGO

April 16th 2014

Hidalgo County Planning Department
Mr. Raul E. Sesin
1304 S. 25th St.
Edinburg, TX 78539

RE: LAS ESTRELLAS SUBDIVISION PH -3

Dear Mr. Sesin:

According to our records, **35** of **46 lots** in **LAS ESTRELLAS SUBDIVISION PH-3** have a septic tank systems installed and can be expected to function properly, **LAS ESTRELLAS SUBDIVISION PH-3** is located on Mile 5 and Minnesota .in Mission Tx.

Sincerely,

Elizardo "Chardo" Ramos
Environmental Health Division Manager

1304 S. 25th Edinburg, TX 78539 (956) 383-6221 Fax (956) 383-8864

Hidalgo County
Planning
Department

Raul E. Sesin, PE, CFM
Planning Administrator

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Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

MEMORANDUM

To: **JUDGE RAMON GARCIA**
COUNTY COMMISSIONER'S COURT

From: **RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR**

Date: **APRIL 16, 2014**

Re: **LAS ESTRELLAS NO. 4 SUBDIVISION – PCT. 3**

ON APRIL 9, 2013, THE HIDALGO COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE FOR THE ABOVE REFERENCED SUBDIVISION. A CASH DEPOSIT IN THE AMOUNT OF SEVENTY EIGHT THOUSAND DOLLARS ($78,000.00) WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF FIFTY TWO (52) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF $10,500.00 FROM THE CASH DEPOSIT. THIS REFLECTS THE INSTALLATION OF SEVEN (7) SEPTIC TANK SYSTEMS. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT THIRTY FOUR (34) SEPTIC TANKS HAVE BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF $10,500.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$78,000.00
1ST REIMBURSEMENT	$40,500.00
2ND REIMBURSEMENT	$10,500.00
BALANCE REMAINING	$27,000.00

*** * * END OF MEMORANDUM * * ***

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

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Edinburg, Texas 78542
Phone (956) 318-2840
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Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

HIDALGO COUNTY PLANNING DEPARTMENT

Date March 22 20 13

○ UTILITY CERTIFICATE REVIEW FEE
Acct # - 1100-341-30-210-003-0-000
Permit No. ____
TOTAL

○ SUBDIVISION FEES
Acct # - 1100-341-30-210-003-0-000
Filing/Review Fee ____
2% Inpsection Fee ____
Maps ____
Subd. Rules Book ____
Other ____
TOTAL

○ ESCROW
Acct # - 1100-341-30-210-003-0-000
1/3 Paving ____
Septic Tank (52) 78,000.00
Other ____
TOTAL 78,000.00

Received of: CWL Limited $ 78,000.00
Seventy eight Thousand and 00/100 — *Dollars*

Subdivision: Las Estrellas PH IV

Cash — Check # — M.O. # 0121796

Received by: [signature]

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2 & 4
RECEIPT
Nº [illegible] - 2/4

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

COUNTY AUDITOR'S FORM RE-PD-0001

Z6GT4982 01 /8

0121796

Border Capital Bank MEMBER FDIC
Post Office Box 5555
McAllen, Texas 78502-5555

CWL LIMITED
LAS ESTRELLAS IV 52 SEPTIC RESERVATIOI
REMITTER

88-1161/1149

DATE 03/22/13

PAY TO THE ORDER OF HIDALGO COUNTY .00 $ ***78,000.00***

SEVENTY EIGHT THOUSAND and 00/100*USDollars

ISSUER

CASHIER'S CHECK

TWO SIGNATURES REQUIRED $100,000.00 AND OVER

FOR INQUIRIES CALL 956-682-2265

[signature]
AUTHORIZED SIGNATURE

⑈0121796⑈ ⑆113191616⑆ ⑈99 0010 1⑈

Details on Back. Security Features Included

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

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Phone (956) 205-7045
Fax (956) 205-7049

HEALTH DEPARTMENT
COUNTY OF HIDALGO

April 16th 2014

Hidalgo County Planning Department
Mr. Raul E. Sesin
1304 S. 25th St.
Edinburg, TX 78539

RE: LAS ESTRELLAS SUBDIVISION PH -4

Dear Mr. Sesin:

According to our records, **34** of **52 lots** in **LAS ESTRELLAS SUBDIVISION PH-4** have a septic tank systems installed and can be expected to function properly, **LAS ESTRELLAS SUBDIVISION PH-4** is located on Mile 5 and Minnesota .in Mission Tx.

Sincerely,

Elizardo "Chardo" Ramos
Environmental Health Division Manager

1304 S. 25th Edinburg, TX 78539 (956) 383-6221 Fax (956) 383-8864

AI-44135 **Precinct #1 13. A.**

CC - REGULAR

Meeting Date: 04/22/2014

Submitted By: Katia Garcia, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

1. Approval and acceptance for Judge Garcia to sign Agreed Order# 2014-0248-MWD-E from Texas Commission on Environmental Quality (TCEQ).

2. Requesting approval of payment in the amount of $1,800 to TCEQ Agreed Order# 2014-0248-MWD-E with authority for County Treasurer to issue check after review and auditing procedures are completed by County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-432-00-121-001-0-855

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

BUDGETARY IMPACT:

Pending LIT in the amount of $1,800.00 AI-44137

Attachments

Agreed Order# 2014-0248-MWD-E

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/16/2014 11:01 AM
Purchasing Department	Monica Badillo	04/17/2014 02:23 PM

Form Started By: Katia Garcia Started On: 04/16/2014 09:52 AM

Final Approval Date: 04/17/2014

Bryan W. Shaw, Ph.D., P.E., *Chairman*
Toby Baker, *Commissioner*
Zak Covar, *Commissioner*
Richard A. Hyde, P.E., *Executive Director*

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

March 31, 2014

CERTIFIED MAIL 91 7199 9991 7033 2827 8297

The Honorable Arturo Cuellar, Precinct 1 County Commissioner
Hidalgo County
1902 Joe Stephens Avenue
Weslaco, Texas 78596

Re: Enforcement Action, Revised Proposed Agreed Order
Hidalgo County
RN101917748; TPDES Permit No. WQ0010973001
Docket No. 2014-0248-MWD-E; Enforcement Case No. 48289
FOR SETTLEMENT PURPOSES ONLY

Dear Commissioner Cuellar:

Please find enclosed a revised proposed agreed order based on discussions with Mr. Martin Ramirez of Hidalgo County and Ms. Katelyn Samples of my staff on March 18, 2014 and documents submitted on March 18 and 19, 2014. The following revisions have been made:

1. Section I (Jurisdictions and Stipulations): The Executive Director recognizes compliance.
2. Section II (Allegations): Allegation Nos. 1 and 2 have been changed to failed to "timely" submit the monthly and quarterly discharge monitoring reports and annual sludge report, respectively.
3. Section IV (Ordering Provisions): The corresponding technical requirement has been removed.
4. Penalty Calculation Worksheet: Violation Nos. 1 and 2 have been modified to reflect that the discharge monitoring reports and annual sludge report have been submitted.

Although this revised order replaces the proposed order enclosed in the Texas Commission on Environmental Quality ("TCEQ") letter dated March 13, 2014, the terms and conditions noted in the March 13, 2014 letter still apply. If you agree with the proposed order as proposed, please sign and return this order with an original signature **and** the penalty payment of One Thousand Eight Hundred Dollars ($1,800) **by May 12, 2014**, (check payable to "TCEQ" and referencing Hidalgo County, Docket No. 2014-0248-MWD-E) to:

Financial Administration Division, Revenue Operations Section
Cashier's Office, MC 214
Texas Commission on Environmental Quality
P.O. Box 13088
Austin, Texas 78711-3088

Enclosed for your convenience is a return envelope. Please note that any agreements we reach are subject to final approval by the Commission. For any questions or comments about this matter, please contact Ms. Samples of my staff at (512) 239-4728.

Sincerely,

Sandy Van Cleave, Manager
Enforcement Division
Texas Commission on Environmental Quality

SV/ks

Enclosures: Revised Proposed Agreed Order, Return Envelope, Revised Penalty Calculation Worksheet

cc: Manager, Water Section, Harlingen Regional Office, TCEQ
Mr. Martin Ramirez, Environmental Coordinator, Hidalgo County, 1212 South 25th Street, Suite B, Edinburg, Texas, 78539

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

IN THE MATTER OF AN ENFORCEMENT ACTION CONCERNING HIDALGO COUNTY RN101917748	**§ § § § §**	**BEFORE THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY**

AGREED ORDER
DOCKET NO. 2014-0248-MWD-E

I. JURISDICTION AND STIPULATIONS

On _____, the Texas Commission on Environmental Quality ("the Commission" or "TCEQ") considered this agreement of the parties, resolving an enforcement action regarding Hidalgo County ("the Respondent") under the authority of TEX. WATER CODE chs. 5, 7, and 26. The Executive Director of the TCEQ, through the Enforcement Division, and the Respondent together stipulate that:

1. The Respondent owns and operates a wastewater treatment facility located approximately two miles north of the intersection of Farm-to-Market Roads 88 and 1422, east of Farm-to-Market Road 88, adjacent to the Monte Alto Reservoir, Hidalgo County, Texas (the "Facility").

2. The Facility adjoins, is contiguous with, surrounds, or is near or adjacent to water in the state as defined in TEX. WATER CODE § 26.001(5).

3. The Executive Director and the Respondent agree that the Commission has jurisdiction to enter this Agreed Order, and that the Respondent is subject to the Commission's jurisdiction.

4. The Respondent received notice of the violations alleged in Section II ("Allegations") on or about February 9, 2014.

5. The occurrence of any violation is in dispute and the entry of this Agreed Order shall not constitute an admission by the Respondent of any violation alleged in Section II ("Allegations"), nor of any statute or rule.

6. An administrative penalty in the amount of Two Thousand Two Hundred Fifty Dollars ($2,250) is assessed by the Commission in settlement of the violations alleged in Section

II ("Allegations"). The Respondent has paid One Thousand Eight Hundred Dollars ($1,800) of the administrative penalty and Four Hundred Fifty Dollars ($450) is deferred contingent upon the Respondent's timely and satisfactory compliance with all the terms of this Agreed Order. The deferred amount will be waived upon full compliance with the terms of this Agreed Order. If the Respondent fails to timely and satisfactorily comply with all requirements of this Agreed Order, the Executive Director may require the Respondent to pay all or part of the deferred penalty.

7. Any notice and procedures, which might otherwise be authorized or required in this action, are waived in the interest of a more timely resolution of the matter.

8. The Executive Director and the Respondent agree on a settlement of the matters alleged in this enforcement action, subject to final approval in accordance with 30 TEX. ADMIN. CODE § 70.10(a).

9. The Executive Director recognizes that the Respondent has implemented the following corrective measures at the Facility:

   a. On March 18, 2014, submitted the monthly discharge monitoring reports ("DMRs") for the monitoring periods ending April 30, 2013; May 31, 2013; June 30, 2013; July 31, 2013; August 31, 2013; and September 30, 2013, and the quarterly DMRs for the monitoring periods ending April 30, 2013 and July 31, 2013; and

   b. On March 19, 2014, submitted the annual sludge report for the monitoring period ending July 31, 2013.

10. The Executive Director may, without further notice or hearing, refer this matter to the Office of the Attorney General of the State of Texas ("OAG") for further enforcement proceedings if the Executive Director determines that the Respondent has not complied with one or more of the terms or conditions in this Agreed Order.

11. This Agreed Order shall terminate five years from its effective date or upon compliance with all the terms and conditions set forth in this Agreed Order, whichever is later.

12. The provisions of this Agreed Order are deemed severable and, if a court of competent jurisdiction or other appropriate authority deems any provision of this Agreed Order unenforceable, the remaining provisions shall be valid and enforceable.

II. ALLEGATIONS

As owner and operator of the Facility, the Respondent is alleged to have:

1. Failed to timely submit monitoring results at the intervals specified in the permit, in violation of 30 TEX. ADMIN. CODE §§ 305.125(1) and (17) and 319.7(d), and Texas Pollutant Discharge Elimination System ("TPDES") Permit No. WQ0010973001, Monitoring and Reporting Requirements No. 1, as documented during a record review conducted on January 3, 2014. Specifically, the DMRs were not submitted for the monthly monitoring periods ending April 30, 2013; May 31, 2013; June 30, 2013; July

31, 2013, August 31, 2013; and September 30, 2013, and for the quarterly monitoring periods ending April 30, 2013 and July 31, 2013, by the 20th day of the following month.

2. Failed to timely submit the annual sludge report for the monitoring period ending July 31, 2013, by September 30, 2013, in violation of 30 TEX. ADMIN CODE § 305.125(1) and (17) and TPDES Permit No. WQ0010973001, Sludge Provisions, as documented during a record review conducted on January 3, 2014.

3. Failed to pay the annual Consolidated Water Quality fee, including any associated late fees, for TCEQ Financial Administration Account Nos. 21009541, 23002499, and 22001977 for Fiscal Year 2014, in violation of 30 TEX. ADMIN. CODE § 334.22(a) and TEX. WATER CODE § 5.702, as documented during a record review conducted on February 19, 2014.

III. DENIALS

The Respondent generally denies each allegation in Section II ("Allegations").

IV. ORDERING PROVISIONS

1. It is, therefore, ordered by the TCEQ that the Respondent pay an administrative penalty as set forth in Section I, Paragraph 6 above. The payment of this administrative penalty and the Respondent's compliance with all the terms and conditions set forth in this Agreed Order resolve only the allegations in Section II. The Commission shall not be constrained in any manner from requiring corrective action or penalties for violations which are not raised here. Administrative penalty payments shall be made payable to "TCEQ" and shall be sent with the notation "Re: Hidalgo County, Docket No. 2014-0248-MWD-E" to:

Financial Administration Division, Revenue Operations Section
Attention: Cashier's Office, MC 214
Texas Commission on Environmental Quality
P.O. Box 13088
Austin, Texas 78711-3088

2. It is further ordered that the Respondent shall undertake the following technical requirements:

a. Within 30 days after the effective date of this Agreed Order:

i. Update the Facility's operational guidance and conduct employee training to ensure that self-reporting requirements are properly accomplished, including the timely submittal of signed and certified monthly and quarterly DMRs and annual sludge reports, in accordance with TPDES Permit No. WQ0010973001; and

ii. Submit payment for all outstanding fees, including any associated penalties and interest and with the notation, "Hidalgo County, TCEQ

Financial Administration Account Nos. 21009541, 23002499, and 22001977" to the address listed in Ordering Provision No. 1.

b. Within 45 days after the effective date of this Agreed Order, submit written certification as described below, and include detailed supporting documentation including photographs, receipts, and/or other records to demonstrate compliance with Ordering Provisions Nos. 2.a.i and 2.a.ii. The certification shall be notarized by a State of Texas Notary Public and include the following certification language:

> "I certify under penalty of law that I have personally examined and am familiar with the information submitted and all attached documents, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations."

The certification shall be submitted to:

Order Compliance Team
Enforcement Division, MC 149A
Texas Commission on Environmental Quality
P.O. Box 13087
Austin, Texas 78711-3087

with a copy to:

Water Section Manager
Harlingen Regional Office
Texas Commission on Environmental Quality
1804 West Jefferson Avenue
Harlingen, Texas 78550-5247

3. The provisions of this Agreed Order shall apply to and be binding upon the Respondent. The Respondent is ordered to give notice of the Agreed Order to personnel who maintain day-to-day control over the Facility operations referenced in this Agreed Order.

4. If the Respondent fails to comply with any of the Ordering Provisions in this Agreed Order within the prescribed schedules, and that failure is caused solely by an act of God, war, strike, riot, or other catastrophe, the Respondent's failure to comply is not a violation of this Agreed Order. The Respondent shall have the burden of establishing to the Executive Director's satisfaction that such an event has occurred. The Respondent shall notify the Executive Director within seven days after the Respondent becomes aware of a delaying event and shall take all reasonable measures to mitigate and minimize any delay.

5. The Executive Director may grant an extension of any deadline in this Agreed Order or in any plan, report, or other document submitted pursuant to this Agreed Order, upon a written and substantiated showing of good cause. All requests for extensions by the

Respondent shall be made in writing to the Executive Director. Extensions are not effective until the Respondent receives written approval from the Executive Director. The determination of what constitutes good cause rests solely with the Executive Director.

6. This Agreed Order, issued by the Commission, shall not be admissible against the Respondent in a civil proceeding, unless the proceeding is brought by the OAG to: (1) enforce the terms of this Agreed Order; or (2) pursue violations of a statute within the Commission's jurisdiction, or of a rule adopted or an order or permit issued by the Commission under such a statute.

7. This Agreed Order may be executed in separate and multiple counterparts, which together shall constitute a single instrument. Any page of this Agreed Order may be copied, scanned, digitized, converted to electronic portable document format ("pdf"), or otherwise reproduced and may be transmitted by digital or electronic transmission, including but not limited to facsimile transmission and electronic mail. Any signature affixed to this Agreed Order shall constitute an original signature for all purposes and may be used, filed, substituted, or issued for any purpose for which an original signature could be used. The term "signature" shall include manual signatures and true and accurate reproductions of manual signatures created, executed, endorsed, adopted, or authorized by the person or persons to whom the signatures are attributable. Signatures may be copied or reproduced digitally, electronically, by photocopying, engraving, imprinting, lithographing, electronic mail, facsimile transmission, stamping, or any other means or process which the Executive Director deems acceptable. In this paragraph exclusively, the terms "electronic transmission", "owner", "person", "writing", and "written" shall have the meanings assigned to them under TEX. BUS. ORG. CODE § 1.002.

8. Under 30 TEX. ADMIN. CODE § 70.10(b), the effective date is the date of hand-delivery of the Order to the Respondent, or three days after the date on which the Commission mails notice of the Order to the Respondent, whichever is earlier.

SIGNATURE PAGE

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

_____
For the Commission

_____ _____
For the Executive Director Date

I, the undersigned, have read and understand the attached Agreed Order. I am authorized to agree to the attached Agreed Order on behalf of the entity indicated below my signature, and I do agree to the terms and conditions specified therein. I further acknowledge that the TCEQ, in accepting payment for the penalty amount, is materially relying on such representation.

I also understand that failure to comply with the Ordering Provisions, if any, in this order and/or failure to timely pay the penalty amount, may result in:

- A negative impact on compliance history;
- Greater scrutiny of any permit applications submitted;
- Referral of this case to the Attorney General's Office for contempt, injunctive relief, additional penalties, and/or attorney fees, or to a collection agency;
- Increased penalties in any future enforcement actions;
- Automatic referral to the Attorney General's Office of any future enforcement actions; and
- TCEQ seeking other relief as authorized by law.

In addition, any falsification of any compliance documents may result in criminal prosecution.

_____ _____
Signature Date

_____ _____
Name (Printed or typed) Title
Authorized Representative of
Hidalgo County

Instructions: Send the original, signed Agreed Order with penalty payment to the Financial Administration Division, Revenue Operations Section at the address in Section IV, Paragraph 1 of this Agreed Order.

Penalty Calculation Worksheet (PCW)

Policy Revision 3 (September 2011) — *PCW Revision August 3, 2011*

TCEQ

DATES					
Assigned	10-Feb-2014				
PCW	19-Mar-2014	**Screening**	14-Feb-2014	**EPA Due**	

RESPONDENT/FACILITY INFORMATION

Respondent	Hidalgo County		
Reg. Ent. Ref. No.	RN101917748		
Facility/Site Region	15-Harlingen	**Major/Minor Source**	Minor

CASE INFORMATION

Enf./Case ID No.	48289	**No. of Violations**	3
Docket No.	2014-0248-MWD-E	**Order Type**	1660
Media Program(s)	Water Quality	**Government/Non-Profit**	Yes
Multi-Media		**Enf. Coordinator**	Katelyn Samples
		EC's Team	Enforcement Team 1

Admin. Penalty $ Limit Minimum $0 Maximum $25,000

Penalty Calculation Section

TOTAL BASE PENALTY (Sum of violation base penalties) — *Subtotal 1* $2,250

ADJUSTMENTS (+/-) TO SUBTOTAL 1

Subtotals 2-7 are obtained by multiplying the Total Base Penalty (Subtotal 1) by the indicated percentage.

Compliance History 0.0% Enhancement — *Subtotals 2, 3, & 7* $0

Notes: No adjustment for compliance history.

Culpability No — 0.0% Enhancement — *Subtotal 4* $0

Notes: The Respondent does not meet the culpability criteria.

Good Faith Effort to Comply Total Adjustments — *Subtotal 5* $0

Economic Benefit — *Subtotal 6* $0

Total EB Amounts $28
Approx. Cost of Compliance $500

0.0% Enhancement*
**Capped at the Total EB $ Amount*

SUM OF SUBTOTALS 1-7 — *Final Subtotal* $2,250

OTHER FACTORS AS JUSTICE MAY REQUIRE 0.0% — *Adjustment* $0

Reduces or enhances the Final Subtotal by the indicated percentage.

Notes:

Final Penalty Amount $2,250

STATUTORY LIMIT ADJUSTMENT — *Final Assessed Penalty* $2,250

DEFERRAL 20.0% Reduction — *Adjustment* -$450

Reduces the Final Assessed Penalty by the indicated percentage. *(Enter number only; e.g. 20 for 20% reduction.)*

Notes: Deferral offered for expedited settlement.

PAYABLE PENALTY $1,800

Screening Date 14-Feb-2014 **Docket No.** 2014-0248-MWD-E **PCW**

Respondent Hidalgo County

Policy Revision 3 (September 2011)

Case ID No. 48289

PCW Revision August 3, 2011

Reg. Ent. Reference No. RN101917748

Media [Statute] Water Quality

Enf. Coordinator Katelyn Samples

Compliance History Worksheet

>> Compliance History *Site* Enhancement (Subtotal 2)

Component	Number of...	*Enter Number Here*	Adjust.
NOVs	Written notices of violation ("NOVs") with same or similar violations as those in the current enforcement action (*number of NOVs meeting criteria*)	0	0%
	Other written NOVs	0	0%
Orders	Any agreed final enforcement orders containing a denial of liability (*number of orders meeting criteria*)	0	0%
	Any adjudicated final enforcement orders, agreed final enforcement orders without a denial of liability, or default orders of this state or the federal government, or any final prohibitory emergency orders issued by the commission	0	0%
Judgments and Consent Decrees	Any non-adjudicated final court judgments or consent decrees containing a denial of liability of this state or the federal government (*number of judgments or consent decrees meeting criteria*)	0	0%
	Any adjudicated final court judgments and default judgments, or non-adjudicated final court judgments or consent decrees without a denial of liability, of this state or the federal government	0	0%
Convictions	Any criminal convictions of this state or the federal government (*number of counts*)	0	0%
Emissions	Chronic excessive emissions events (*number of events*)	0	0%
Audits	Letters notifying the executive director of an intended audit conducted under the Texas Environmental, Health, and Safety Audit Privilege Act, 74th Legislature, 1995 *(number of audits for which notices were submitted)*	0	0%
	Disclosures of violations under the Texas Environmental, Health, and Safety Audit Privilege Act, 74th Legislature, 1995 (*number of audits for which violations were disclosed*)	0	0%

		Please Enter Yes or No	
Other	Environmental management systems in place for one year or more	No	0%
	Voluntary on-site compliance assessments conducted by the executive director under a special assistance program	No	0%
	Participation in a voluntary pollution reduction program	No	0%
	Early compliance with, or offer of a product that meets future state or federal government environmental requirements	No	0%

Adjustment Percentage (Subtotal 2) 0%

>> Repeat Violator (Subtotal 3)

No

Adjustment Percentage (Subtotal 3) 0%

>> Compliance History Person Classification (Subtotal 7)

Satisfactory Performer

Adjustment Percentage (Subtotal 7) 0%

>> Compliance History Summary

Compliance History Notes

No adjustment for compliance history.

Total Compliance History Adjustment Percentage (Subtotals 2, 3, & 7) 0%

>> Final Compliance History Adjustment

Final Adjustment Percentage ****capped at 100%*** 0%

Screening Date 14-Feb-2014 **Docket No.** 2014-0248-MWD-E **PCW**

Policy Revision 3 (September 2011)

PCW Revision August 3, 2011

Respondent Hidalgo County

Case ID No. 48289

Reg. Ent. Reference No. RN101917748

Media [Statute] Water Quality

Enf. Coordinator Katelyn Samples

Violation Number 1

Rule Cite(s): 30 Tex. Admin. Code §§ 305.125(1) and (17) and 319.7(d), and Texas Pollutant Discharge Elimination System ("TPDES") Permit No. WQ0010973001, Monitoring and Reporting Requirements No. 1

Violation Description: Failed to timely submit monitoring results at the intervals specified in the permit, as documented during a record review conducted on January 3, 2014. Specifically, the discharge monitoring reports ("DMRs") were not submitted for the monthly monitoring periods ending April 30, 2013; May 31, 2013; June 30, 2013; July 31, 2013, August 31, 2013; and September 30, 2013, and for the quarterly monitoring periods ending April 30, 2013 and July 31, 2013, by the 20th day of the following month.

Base Penalty $25,000

>> Environmental, Property and Human Health Matrix

	Harm		
Release	Major	Moderate	Minor
Actual			
Potential			

OR

Percent 0.0%

>>Programmatic Matrix

Falsification	Major	Moderate	Minor
			x

Percent 1.0%

Matrix Notes: At least 70% of the rule requirement was met.

Adjustment $24,750

$250

Violation Events

Number of Violation Events: 8

183 Number of violation days

mark only one with an x

daily	
weekly	
monthly	
quarterly	
semiannual	
annual	
single event	x

Violation Base Penalty $2,000

Eight single events are recommended.

Good Faith Efforts to Comply

0.0% Reduction $0

	Before NOV	NOV to EDPRP/Settlement Offer
Extraordinary		
Ordinary		
N/A	x	(mark with x)

Notes: The Respondent does not meet the good faith criteria for this violation.

Violation Subtotal $2,000

Economic Benefit (EB) for this violation

Estimated EB Amount $27

Statutory Limit Test

Violation Final Penalty Total $2,000

This violation Final Assessed Penalty (adjusted for limits) $2,000

Economic Benefit Worksheet

Respondent Hidalgo County
Case ID No. 48289
Reg. Ent. Reference No. RN101917748
Media Water Quality
Violation No. 1

Percent Interest	Years of Depreciation
5.0	15

Item Description (No commas or $)	Item Cost	Date Required	Final Date	Yrs	Interest Saved	Onetime Costs	EB Amount
Delayed Costs							
Equipment				0.00	$0	$0	$0
Buildings				0.00	$0	$0	$0
Other (as needed)				0.00	$0	$0	$0
Engineering/construction				0.00	$0	$0	$0
Land				0.00	$0	n/a	$0
Record Keeping System	$250	20-May-2013	11-Nov-2014	1.48	$18	n/a	$18
Training/Sampling				0.00	$0	n/a	$0
Remediation/Disposal				0.00	$0	n/a	$0
Permit Costs				0.00	$0	n/a	$0
Other (as needed)	$200	20-May-2013	18-Mar-2014	0.83	$8	n/a	$8
Notes for DELAYED costs	Estimated cost to update the Facility's operational guidance and to conduct employee training ($250), and to prepare and submit the DMRs ($25 per DMR). Date required is the date the first DMR was due. The final date is the estimated date of compliance to update the Facility's operational guidance and conduct employee training. The other final date is the date the DMRs were submitted.						
Avoided Costs	**ANNUALIZE [1] avoided costs before entering item (except for one-time avoided costs)**						
Disposal				0.00	$0	$0	$0
Personnel				0.00	$0	$0	$0
Inspection/Reporting/Sampling				0.00	$0	$0	$0
Supplies/equipment				0.00	$0	$0	$0
Financial Assurance [2]				0.00	$0	$0	$0
ONE-TIME avoided costs [3]				0.00	$0	$0	$0
Other (as needed)				0.00	$0	$0	$0
Notes for AVOIDED costs							

Approx. Cost of Compliance $450

TOTAL $27

Screening Date 14-Feb-2014 **Docket No.** 2014-0248-MWD-E **PCW**

Respondent Hidalgo County *Policy Revision 3 (September 2011)*

Case ID No. 48289 *PCW Revision August 3, 2011*

Reg. Ent. Reference No. RN101917748

Media [Statute] Water Quality

Enf. Coordinator Katelyn Samples

Violation Number 2

Rule Cite(s) 30 Tex. Admin Code § 305.125(1) and (17) and TPDES Permit No. WQ0010973001, Sludge Provisions

Violation Description Failed to timely submit the annual sludge report for the monitoring period ending July 31, 2013, by September 30, 2013, as documented during a record review conducted on January 3, 2014.

Base Penalty $25,000

>> Environmental, Property and Human Health Matrix

OR

Release	Harm: Major	Moderate	Minor
Actual			
Potential			

Percent 0.0%

>>Programmatic Matrix

Falsification	Major	Moderate	Minor
			x

Percent 1.0%

Matrix Notes: At least 70% of the rule requirement was met.

Adjustment $24,750

$250

Violation Events

Number of Violation Events: 1 — 31 Number of violation days

mark only one with an x

daily	
weekly	
monthly	
quarterly	
semiannual	
annual	
single event	x

Violation Base Penalty $250

One single event is recommended.

Good Faith Efforts to Comply

0.0% Reduction $0

	Before NOV	NOV to EDPRP/Settlement Offer
Extraordinary		
Ordinary		
N/A	x	(mark with x)

Notes: The Respondent does not meet the good faith criteria for this violation.

Violation Subtotal $250

Economic Benefit (EB) for this violation

Estimated EB Amount $1

Statutory Limit Test

Violation Final Penalty Total $250

This violation Final Assessed Penalty (adjusted for limits) $250

Economic Benefit Worksheet

Respondent Hidalgo County
Case ID No. 48289
Reg. Ent. Reference No. RN101917748
Media Water Quality
Violation No. 2

Percent Interest	Years of Depreciation
5.0	15

	Item Cost	Date Required	Final Date	Yrs	Interest Saved	Onetime Costs	EB Amount
Item Description	No commas or $						
Delayed Costs							
Equipment				0.00	$0	$0	$0
Buildings				0.00	$0	$0	$0
Other (as needed)				0.00	$0	$0	$0
Engineering/construction				0.00	$0	$0	$0
Land				0.00	$0	n/a	$0
Record Keeping System				0.00	$0	n/a	$0
Training/Sampling				0.00	$0	n/a	$0
Remediation/Disposal				0.00	$0	n/a	$0
Permit Costs				0.00	$0	n/a	$0
Other (as needed)	$50	30-Sep-2013	19-Mar-2014	0.47	$1	n/a	$1
Notes for DELAYED costs	Estimated cost to submit the annual sludge report for the monitoring period ending July 31, 2013. Date required is the date the annual sludge report was due and the final date is the date the annual sludge report was submitted. The estimated cost to conduct employee training and update the Facility's operational guidance is included in violation no. 1.						
Avoided Costs	ANNUALIZE [1] avoided costs before entering item (except for one-time avoided costs)						
Disposal				0.00	$0	$0	$0
Personnel				0.00	$0	$0	$0
Inspection/Reporting/Sampling				0.00	$0	$0	$0
Supplies/equipment				0.00	$0	$0	$0
Financial Assurance [2]				0.00	$0	$0	$0
ONE-TIME avoided costs [3]				0.00	$0	$0	$0
Other (as needed)				0.00	$0	$0	$0
Notes for AVOIDED costs							

Approx. Cost of Compliance $50

TOTAL $1

Screening Date 14-Feb-2014 **Docket No.** 2014-0248-MWD-E **PCW**

Policy Revision 3 (September 2011)

PCW Revision August 3, 2011

Respondent Hidalgo County

Case ID No. 48289

Reg. Ent. Reference No. RN101917748

Media [Statute] Water Quality

Enf. Coordinator Katelyn Samples

Violation Number 3

Rule Cite(s) 30 Tex. Admin. Code § 334.22(a) and Tex. Water Code § 5.702

Violation Description Failed to pay the annual Consolidated Water Quality fee, including any associated late fees, for TCEQ Financial Administration Account Nos. 21009541, 23002499, and 22001977 for Fiscal Year 2014.

Base Penalty $25,000

>> Environmental, Property and Human Health Matrix

	Harm		
Release	Major	Moderate	Minor
Actual			
Potential			

OR

Percent 0.0%

>>Programmatic Matrix

Falsification	Major	Moderate	Minor

Percent 0.0%

Matrix Notes

Adjustment $25,000

$0

Violation Events

Number of Violation Events

Number of violation days

mark only one with an x

daily	
weekly	
monthly	
quarterly	
semiannual	
annual	
single event	

Violation Base Penalty $0

All penalties and interest will be determined by the Financial Administration Division at the next billing cycle.

Good Faith Efforts to Comply

0.0% Reduction $0

	Before NOV	NOV to EDPRP/Settlement Offer
Extraordinary		
Ordinary		
N/A		(mark with x)

Notes

Violation Subtotal $0

Economic Benefit (EB) for this violation

Estimated EB Amount $0

Statutory Limit Test

Violation Final Penalty Total $0

This violation Final Assessed Penalty (adjusted for limits) $0

Economic Benefit Worksheet

Respondent Hidalgo County
Case ID No. 48289
Reg. Ent. Reference No. RN101917748
Media Water Quality
Violation No. 3

Percent Interest	Years of Depreciation
5.0	15

Item Description (No commas or $)	Item Cost	Date Required	Final Date	Yrs	Interest Saved	Onetime Costs	EB Amount
Delayed Costs							
Equipment				0.00	$0	$0	$0
Buildings				0.00	$0	$0	$0
Other (as needed)				0.00	$0	$0	$0
Engineering/construction				0.00	$0	$0	$0
Land				0.00	$0	n/a	$0
Record Keeping System				0.00	$0	n/a	$0
Training/Sampling				0.00	$0	n/a	$0
Remediation/Disposal				0.00	$0	n/a	$0
Permit Costs				0.00	$0	n/a	$0
Other (as needed)				0.00	$0	n/a	$0
Notes for DELAYED costs	N/A						
Avoided Costs	ANNUALIZE [1] avoided costs before entering item (except for one-time avoided costs)						
Disposal				0.00	$0	$0	$0
Personnel				0.00	$0	$0	$0
Inspection/Reporting/Sampling				0.00	$0	$0	$0
Supplies/equipment				0.00	$0	$0	$0
Financial Assurance [2]				0.00	$0	$0	$0
ONE-TIME avoided costs [3]				0.00	$0	$0	$0
Other (as needed)				0.00	$0	$0	$0
Notes for AVOIDED costs	N/A						

Approx. Cost of Compliance $0

TOTAL $0

AI-44182 **Precinct #2 14. A.**

CC - REGULAR

Meeting Date: 04/22/2014

Submitted By: Angela Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Appointment of Mr. Andrew A. Canon to the Hidalgo County Commuter Rail District (HCCRD).

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Appointment...to the Commuter Rail District

Attachments

RESUME

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/17/2014 11:15 AM
Manuel Chapa	Manuel Chapa	04/17/2014 11:38 AM
Purchasing Department	Monica Badillo	04/17/2014 02:23 PM

Form Started By: Angela Garcia Started On: 04/17/2014 10:56 AM

Final Approval Date: 04/17/2014

Andrew A. Canon

13909 N. 39th Street · Edinburg, Texas 78541
Home: (956)318-0456 · Mobile (512)663-2096 · canon78541@yahoo.com

Career & Key Achievements

HIDALGO COUNTY METROPOLITAN PLANNING ORGANIZATION (HCMPO)
– McAllen, TX ……...……..…**May 2004-Present**

EXECUTIVE DIRECTOR

Transportation Director of the 6th largest Metropolitan Planning Organization in Texas. Area of concern is the Urbanized Area (716 square miles) of Hidalgo County, 22 member cities for Federally Funded transportation projects. Coordinate efforts of $1.2 billion in planning funds for a 25 year planning horizon. Coordinated planning efforts through established and newly formed relationships with local, state and Congressional offices. Manages conflicts quickly, expressing opinions directly and determining resolution in order to advance work and maintain effective relationships. Collaborates and cooperates with others and builds effective working relationships with internal and external members to accomplish organizational goals. Communicates and coordinates with Congressional offices, federal/state agencies and special interest organizations regarding transportation issues. Established plans and set objectives and goals that support overall business strategy/results; anticipating and adjusting for problems/roadblocks.

Director Highlights:

- Vice Chairman of the AMPO Policy Committee
- State Chairperson for the Texas Urbanized Mobility Plan, initiative to utilize all possible revenue sources to finance future mobility projects throughout Texas.
- Coordinated efforts on the Statewide Technical Committee for the I-69 / Trans Texas Corridor Study.
- Technical Committee member on the Statewide Technical Committee for the I-69 / Trans Texas Corridor Study.
- Coordinated planning issues of Policy Board, comprised of 22 elected officials and the TxDOT District Engineer.
- Board member of the McAllen Economic Development Council.
- Founding member of Regional Transit Advisory Panel, a panel developed to coordinate public transit planning for a 3 county area.
- Developed long range plan for the HCMPO that identifies needs for transportation projects for the next 25 years of growth within the Hidalgo County urbanized Area.
- Developed Public Involvement Policies to encourage and assure public participation in the planning process.
- Treasurer for TRB, ADA 30 committee on small and medium sized urbanized areas.
- 4 time award winner from National Association of Development Organizations (NADO) of innovative transportation planning, 2006, 2007, 2008, 2010.

TEXAS DEPARTMENT OF TRANSPORTATION – Austin, TX …… 2000 to 2004
Transportation Planning and Programming Department

TRANSPORTATION PLANNER

Coordinated the efforts of Transportation Planning department with Statewide Metropolitan Planning Organizations (MPO). Served as liaison between TxDOT, Federal Highways Administration and 6 MPOs in the state, Houston, Lubbock, Midland-Odessa, Hidalgo County, Brownsville, and Harlingen-San Benito. Researched, analyzed and coordinated with districts, divisions and offices on requests from MPOs, state and federal agencies. Represented the Department at various meetings, conveying the Department's official position on issues/concerns and fostered productive working relationships on behalf of the Department with outside organizations. Developed and prepared reports and correspondence. Listens to others attentively and objectively, giving attention to both verbal and nonverbal statements; accurately restates the opinions of others.

Planner Highlights:

- Project Director of statewide Access Management initiative for the State.
- Project Director of multi-year contract between the State of Texas and the Texas Transportation Institute.
- Authored Planning Contract between the Texas Transportation Commission and the 25 planning organizations in the State.
- Represented the Department as a state and federal liaison in Austin, TX.
- Communicated the Department's position on state and federal transportation issues.

TRIAD CONSULTING GROUP – Giddings, TX …… 1996-2000
Revolutionary Company that provided translation services to the oil and gas service industry.

CEO/OWNER

Co-Founded a company that provided translation services for the oil and gas industry. Services included written, oral and web-site development. Managed and identified technical needs of market and negotiated services for clients such as Enron, Pemex, Nabors Drilling, Tube-Alloy, Exxon, and BP Petroleum.

Executive Highlights:

- Grew company from 0 to 15 persons and boosted revenue to approximately $500,000 annually.
- Instrumental in building business to cover over 25 substantial accounts.
- Negotiated agreements with Enron, Pemex, Nabors Drilling, Tube-Alloy, Exxon, and BP Petroleum in order to meet customer needs.
- Negotiated sale of company in 2000.
- Established the Brittney Bourdovsky Scholarship Fund

PROFESSIONAL AFFILIATIONS

Chairman, Regional Transit Advisory Panel (RTAP)
McAllen Economic Development Council Board of Directors Member
Policy Member-Association of Texas Metropolitan Planning Organizations (TEMPO)
Vice Chair Association of Metropolitan Planning Organizations (AMPO)
Advisory Committee I-69 / Trans Texas Corridor Study
ITS Program Advisory Committee to the Secretary of Transportation
TRB, ADA 30 Committee on Small and Medium Sized Communities
I-69 Segment Committee for South Texas

PROFESSIONAL TRAINING

Public Involvement in the Transportation Decision Making Process-FHWA
Transportation and Air Quality Conformity-National Transit Institute
Introduction to Highway Project Development-TxDOT
49 CFR Part 18 Uniform Administration Requirements for Grants and Cooperation Agreements to State and Local Governments-FHWA
Urban Travel Demand Forecasting-FHWA
Leadership Development and Team Building

EDUCATION

Bachelor of Science-Political Science, Sam Houston State University
Bachelor of Arts-History, Sam Houston State University

PUBLICATIONS

Constitutional Law, A Study for the Undergrad……..…Sam Houston Publishing, 1995
Integrating Planning and Operations for a Comprehensive Transportation Management System…….....Transportation Research Board, 2010

PERSONAL INTEREST

Golfing, Hunting, Poker, Certified Scuba Diver (NAUI) and Kajukenbo Karate

AI-44164 **Precinct #2 14. B.**

CC - REGULAR

Meeting Date: 04/22/2014

Submitted By: Angela Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Discussion, consideration and approval to purchase a certain tract of land also known as Parcel 4 & 5, Minnesota Drainage Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1342-431-00-122-058-0-711

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

BUDGETARY IMPACT:

Available balance as of 4-17-14 $ 45,165.38

Attachments

Parcel 4

parcel 5

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/16/2014 03:40 PM
Manuel Chapa	Manuel Chapa	04/17/2014 09:03 AM
Purchasing Department	Monica Badillo	04/17/2014 02:23 PM

Form Started By: Angela Garcia Started On: 04/16/2014 03:17 PM

Final Approval Date: 04/17/2014

COUNTY of HIDALGO
Precinct No. 2

Hector "Tito" Palacios
County Commissioner

MEMO

TO: Commissioner's Court

FROM: Jaime Salinas,
Hidalgo County Right of Way Department

TE: August 27, 2012

RE: Minnesota Drainage Project (Parcel # 4)
Melida Ramirez

Attached please find letter provide by property owner for above-mentioned project.

Appraised Value:	$ 4,103.00
Settlement Request:	$ 5,353.00
Difference to Landowner	$ 1,250.00

Commissioners Court Executive Session August 27, 2012

Approved; 8/29/12

Not Approved; _____

Administration Office
300 West Hall Acres, Suite G
Pharr, TX 78577
Tel: 956-787-1891 Fax: 956-787-4683

Precinct 2 Shop
301 E. State St.
Pharr, TX 78517

8/27/12

To whom it may concern:

I receives the offer of 4103^{00} for the property listed above and I am not in agreement. I am requesting 5353^{00} for the property which I believe is a reasonable settlement. It is a difference of only 1250^{00} from your offer of $4103.

x Gilberto Ramirez

Form ROW-A-6
(Rev. 11/11)

REAL ESTATE APPRAISAL REPORT
TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property: Northern frontage of Minnesota Road, Located west of Hibiscus Drive, San Juan, Texas.

District: NA

Property Owner: Melida Ramirez

ROW CSJ: N/A

Address of Property Owner: 500 E Minnesota Road, San Juan, Texas 78589

Parcel: 4

Occupant's Name: Melida Ramirez

Federal Project No: N/A

Whole: ☐ Partial: ☒ Acquisition

Highway: Minnesota Drain Ditch

County: Hidalgo

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and sulphur. If this acquisition is of less than the whole property, then any special benefits and/or damages to the remainder property must be included in accordance with the laws of Texas.

Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

Certificate of Appraiser

I hereby certify that, it is my opinion the total compensation for the acquisition of the herein described property is $4,103.00 as of June 6, 2011, based upon my independent appraisal and the exercise of my professional judgment; on February 2, 2012 & June 6, 2012,(date)(s), I personally inspected in the field the property herein appraised; I afforded Melida Ramirez , the property owner or the representative (s) of the property owner, the opportunity to accompany me at the time of the inspection. The comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on February 2, 2012 , I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the, County of Hidalgo or officials of the Federal Highway Administration until authorized by County officials to do so, or until I am required to do so by due process of law or until I am released from this obligation by having publicly testified to such findings; and, my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

The appraiser has considered access damages in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB18 of the Texas 82nd Regular Legislative Session and finds as follows:

1. Is there a denial of direct access of the parcel? No (yes or no)
2. If so, is the denial of direct access material? N/A (yes, no, or not applicable)
3. The lack of any access denial or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of $0.00.

I certify to the best of my knowledge and belief that the statements of fact contained in this report are true and correct; the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions; I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved; and, my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement other than that due to the physical deterioration within the reasonable control of the owner has been disregarded in estimating the compensation for the property.

Leonel Garza III
Appraiser Signature

State Certified General Real Estate Appraiser – TX 1328375 – General
Certification Number

June 6, 2012
Date

To the best of my knowledge, the value does not include any items which are not compensable under the State law.

District Reviewing Appraiser Date

* A 6 *

Certificate of Appraisal

This appraisal report conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Standards Board of the Appraisal Foundation. The subject property was analyzed utilizing the Cost Approach to value which is a Sales Comparison Approach to the subject as vacant and includes the estimated depreciated market value of real estate improvements and site improvements located within the part to be acquired. This is further explained within each section of the appraisal report.

Client & Intended User

The client for this report is identified as Hidalgo County Right-of-Way under the direction of Precinct No. 2 Honorable Hidalgo County Commissioner Hector "Tito" Palacios. The part to be acquired is for the expansion of an existing drain ditch centrally located between Owassa Road and Minnesota Road. The intended use of the report is to assist Jaime Salinas, Right-of-Way Agent of Hidalgo County, for future negotiations of acquiring a portion of said property as fee simple in the name of the County of Hidalgo, Texas. This report is not intended for any other use, unless specified by the client. The clients have identified that the report shall be a summary appraisal report, which is to conform to the ROW-A-6 Form Rev. 11/2011. The intended user of the report is defined as Hidalgo County Right-of-Way Department, and may include governmental entities which may be participating in the project. Jaime Salinas shall be the project manager for this project under the direction of Honorable Hector "Tito" Palacios, County Commissioner of Precinct No. 2. Mr. Salinas has a local office located at 301 E. State Street, Pharr, Texas and can be contacted at (956) 283-8134.

Scope of the Assignment

By work order number 674046 dated April 19, 2012 on behalf of the Hidalgo County Right-of-Way Department and Hidalgo County Precinct No. 2, requested for Leonel Garza Jr. & Associates LLC to prepare an appraisal report of the part to be acquired as described by survey and metes and bounds created by R. Gutierrez Engineering Corporation located at 317 East Park Avenue, Pharr, Texas. The scope of the assignment is to appraise the area as fee simple in its present "as is condition" subject to governmental regulation, and in terms of a cash transaction. In addition, the scope is requiring the appraiser to make the extraordinary condition that the subject property is free from contamination of which could affect the overall market value of the subject property as a whole and the part to be acquired. The property owner shall be sent a letter of intent to inspect the subject property and offer any additional inspections on-site and in the presence of the owner(s) and or owner(s) representative (as requested in writing). In the event access is not granted to enter the subject area, the appraiser is to proceed off-site along existing road right-of-way as indicated by survey. The scope of the assignment requires that comparable market sales within the area be identified and analyzed for comparability and for their reliability in determining the estimated market value of the subject property. The sales have been collected, confirmed and analyzed with respect to comparability to the subject property. These comparable sales were gathered through various sources which included the Greater McAllen Multiple Listing Service, local Realtors & Brokers, Real Estate Appraisers, and conversations with various owners along the project. Listings along Minnesota Road, Owassa Road, and the surrounding market area were also reviewed in order to determine the current market asking prices for property along the project. The appraisal report shall indicate the current market value of the subject property as per date of on-site and or off-site inspection without project influence as indicated by scope. The inspection is limited by the permissibility of the subject owner as per date of report. In the event an on-site inspection was not permitted, the appraiser continued the inspection off-site along existing road right of way. The property owner shall always reserve the right for a re-inspection of the subject parcel at a later date if requested in writing.

Purpose of the Appraisal Report

This appraisal is prepared for the purpose of estimating the current market value of the fee simple estate of the subject property in order to determine the value of the proposed right-of-way to be acquired in the name of the County of Hidalgo. This appraisal does not include any enhancement in value resulting from items of intangible personal property such as marketing and management skill, an assembled work force, working capital, trade names, franchises, patents, trademarks, contracts, leases (mineral and or ground lease), or operating agreements and project influence (if any exist). The area to be acquired may contain personal property items which are not compensable and or may be handled through negotiations. These items deemed compensable shall be included within the body of the report and itemized for clarity by the appraiser. Any improvements not located within the part to be acquired and outside of the permissibility of inspection as defined by the subject owner, shall be given a stated value based on the assessment established by the corresponding Appraisal District and or by off-site estimation by appraiser, as they are not affected by the acquisition.

Property Rights Appraised

The property rights being appraised in this report consist of the fee simple estate of the subject property. Fee Simple Estate is defined by the Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 113, by the Appraisal Institute as being: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat." As per scope of the assignment, this is the manor of which the subject property shall be appraised for purposes of this report. If there are any questions or concerns as to this definition of fee simple estate, please feel free to contact Leonel Garza III at (956) 687-7295 or leonel3@garza-associates.com for further explanation.

Accessibility

As per scope of the assignment, the subject property shall be inspected in order to verify any and all improvements affected by the part to be acquired. In the event the remainder after the acquisition is affected by the proposed acquisition, the remainder shall be inspected in order to determine damages (diminution) to market value if any exist. The property owner of record shall be sent a letter of intent to inspect and offer the opportunity for an on-site inspection in the presence of the appraiser, Leonel Garza III. A copy of the certified letter is located within the addenda of this report. The property owner shall always reserve the right to contact the office of Leonel Garza Jr. & Associates LLC (956) 687-7295 or leonel3@garza-associates.com, after the date of inspection for an additional on-site inspection in their presence with appraiser, Leonel Garza III.

Analysis of Subject As A Whole

A survey of the property owners entire tract was not performed as the part to be acquired incorporates a portion of land located along the northern property line north of the northern frontage of Minnesota Road. As per scope of the assignment, the subject property shall be analyzed based on the combined information of several sources including, the survey provided, on-site and or off-site inspection, personal interviews, and information gathered from the local appraisal district. The property was analyzed based on the whole property less any existing road right-of-way. Based on the inspection of the subject property and the evaluation of the subject as a whole, the remainder shall not be affected by the part to be acquired and therefore shall not be included within the valuation of this report.

Economic Unit Analysis

During the analysis of the subject property it was determined that the overall land area of 5.00 acres shall be utilized as the economic unit of the subject property for the analysis of the part to be acquired. This land area is indicative of the market trends within the immediate area and shall be utilized for the direct sales comparison approach to value in order to determine the current market value of the whole. Once the unit rate for the subject is established, a pro-rata part of the whole is applied the determination of the part to be acquired. The comparable sales used for the analysis of the subject property as whole and as the partial acquisition were indicated to have an economic unit range of 10.00 acres to 21.09 acres.

Part To Be Acquired

The proposed acquisition is comprised of fee land in which the net land area to be acquired is 0.213 acres (9,278 square feet. The part to be acquired is encumbered by a 0.098 acre drainage ditch, leaving a net 0.115 acre (5,009 square feet) of land. The proposed acquisition has approximately 165' lineal feet of frontage along the northern property line of the subject property. The proposed acquisition, which is the subject of this report, shall be evaluated as a whole as determined by the approaches to market value selected. The subject shall be valued based on the highest and best use for single family residential development. This use is based on the local market trends along Minnesota Road and Owassa Road. This highest and best use is further explained on page 3.1 of this report.

To Be Acquired	**0.213**	**Acres**
	9,278	**Square Feet**

Legal Description: Part To Be Acquired

Being a 0.213 acre of an acre of land out of the West 5.00 acres if the East 10.00 acres of the West 20.00 acres of Lot 8, Block 47, Alamo Land Sugar Company Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas.

Remainder Before and After Acquisition

The remainder, before and after the acquisition, is defined as the partial acquisition subtracted from the whole property which is described as the subject property. It is determined at the time of appraisal whether or not damages to the remainder are caused by the proposed part to be acquired. The highest and best use of the subject property before and after the proposed partial acquisition is analyzed to determine whether or not the use of the subject property will be altered as a result of the proposed part to be acquired.

Property Tax Data

According to the information provided by the Hidalgo County Appraisal District located at located at 4405 S. Professional Dr., Edinburg, Texas and accessed via internet www.hidalgoad.org. The subject property was indicated to be under the ownership of Melida Ramirez. This was found under the tax account A1800-00-047-0008-10.

OWNER OF RECORD	MELIDA RAMIREZ
PROPERTY TAX IDENTIFICATION NO.	112810
IMPROVEMENT VALUE	$66,573
LAND VALUE	$28,271
ASSESSED VALUE	$94,844
EXEMPTIONS	HS, OV65

General Site Assessment Statement

This appraiser has made an off-site inspection of the subject property, and no obvious adverse environmental concerns or potentially hazardous materials were observed. This appraiser is not qualified to make a detailed environmental study and highly recommends that an inspection be made by a qualified environmental engineer if any environmental concerns exist. Leonel Garza Jr. & Associates LLC has performed this appraisal report under the hypothetical condition and extraordinary assumption that the subject property has not experienced any adverse environmental concerns which may influence its marketability and or value. The extraordinary assumption is that neither adverse easements nor encroachments are located within the subject property which would affect the value of the whole. The subject property was observed to be generally level and typical of the surrounding market area. No severe low lying areas were observed, however, this appraiser is not an engineer and cannot certify to the topography or drainage of the subject property. Further research through the FEMA Mapping Service indicated the subject property is located within a flood prone area designated as Zone "AH" as indicated by FEMA Panel No. 4803340425C.

Utility Services Available

The subject property is located in a region, which contains, water, electricity, cable, and phone service, which is typical of the market area. As per the Utilities Department of San Juan, municipal water lines are located along Minnesota Road. These lines are located along Minnesota Road from Raul Longoria Road to Primavera Subdivision, which marks the current City of San Juan city limits. The land east of Primavera Subdivision is within the City of San Juan's Extra Territorial Jurisdiction (ETJ), however water is supplied by North Alamo Water Supply. The client, as per previous agreement with the public utility provider, informed the appraiser that all private utilities will be relocated, if affected by the part to be acquired and all necessary reconnections will be the responsibility of the utility provider. As such said relocation and reconnection cost shall not be included in the valuation of the part to be acquired.

Identification of Personal Property

As per scope of the assignment, no personal property located within the proposed right-of-way and the remainder before and after the acquisition shall be included for compensation, unless it was determined by the appraiser that these item shall be affected or damaged by the proposed acquisition. In the event the selected items are determined to be compensable, then they shall be included within the cost approach section of this report. A value which shall be either the cost to cure and or the cost of replacement shall be delineated for each item for clarity.

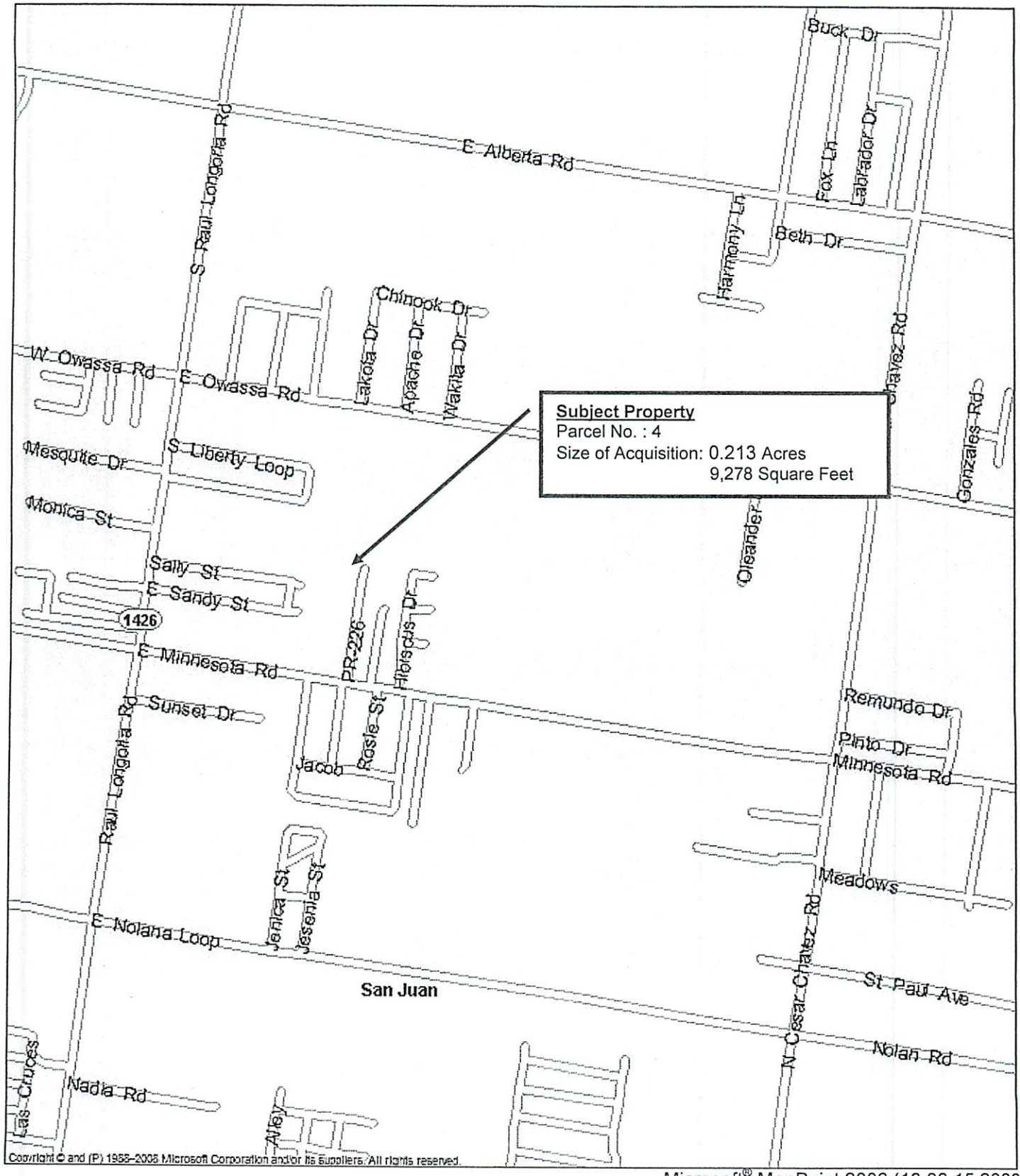
Current Listing Status

Based on the off-site inspection of the subject property no visible "For Sale" signs were located on-site indicated the subject property listed for sale. Additional research was conducted with local Realtor's® Multiple Listing Services and the subject property was not listed.

Exposure Time

Exposure time is defined as the "length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal." Based on research performed within the market area, an indicated twelve (12) month exposure time is indicated for the subject property. This was estimated based on current and past listings located within the market area which were reviewed during our sales search for comparables similar to the subject property.

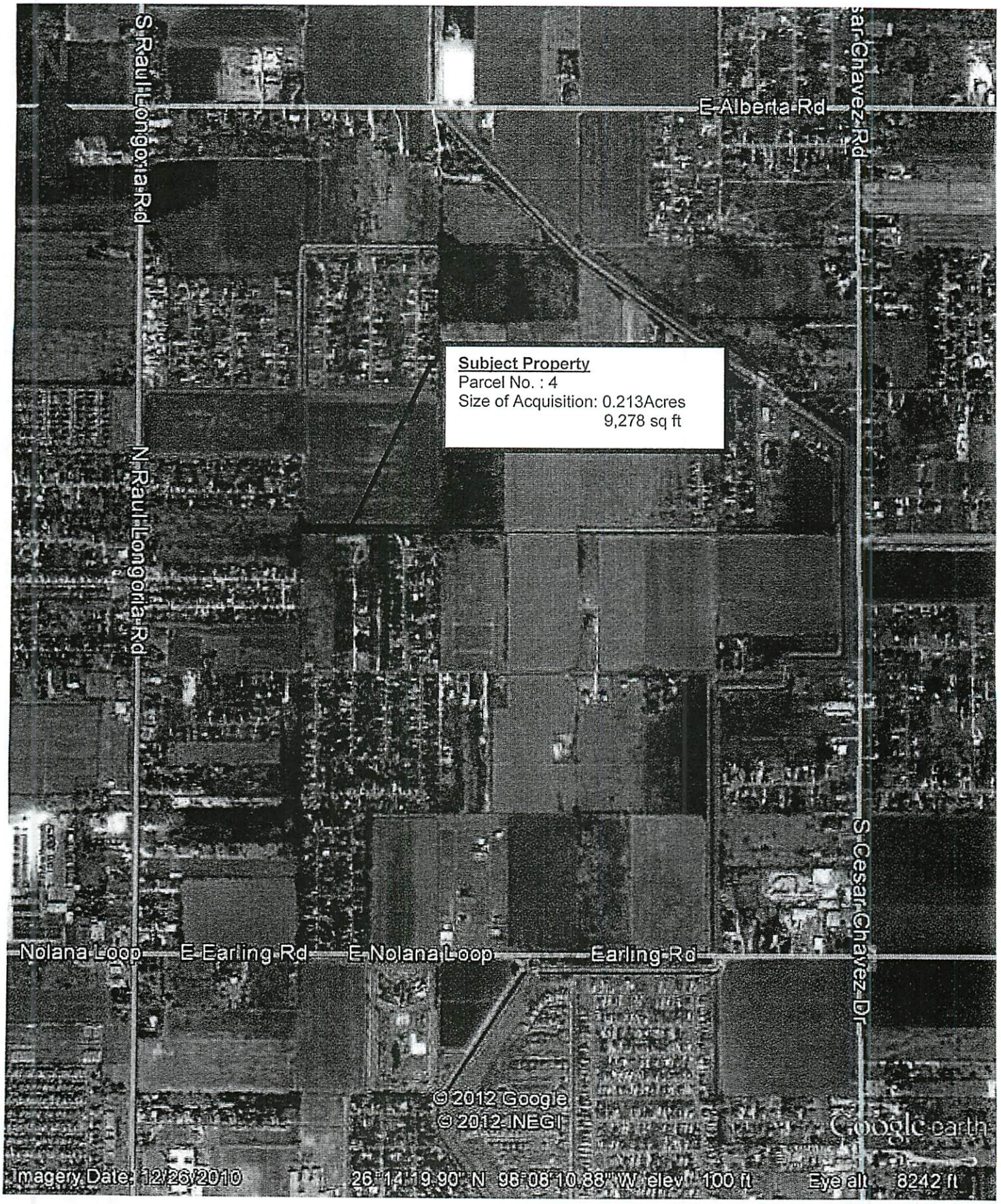
LOCATION MAP OF SUBJECT PROPERTY



Microsoft® MapPoint 2006 (13.00.15.2800)

AERIAL PHOTOGRAPH OF SUBJECT PROPERTY

Google Earth



AERIAL PHOTOGRAPH OF PART TO BE ACQUIRED

Google Earth (Closer View of Subject Property)

NOTE: THE PART TO BE ACQUIRED IS ESTIMATED AND DEPICTED BY THE YELLOW DASHED LINE. COMPLETE SURVEY OF SUBJECT AS A WHOLE WAS NOT PROVIDED BY R. GUTIERREZ ENGINEERING CORPORATION AND IS ESTIMATED BASED ON INFORMATION GATHERED DURING THE INSPECTION OF THE SUBJECT PROPERTY OR THE HIDALGO COUNTY APPRAISAL DISTRICT.

FIELD NOTES OF PART TO BE ACQUIRED (Page 1 of 3)

County: Hidalgo

Eng09.001
September 23, 2011

Ditch: Minnesota Drainage Ditch

Sheet 1 of 3

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

(EXHIBIT-A)
FIELD NOTES FOR PARCEL -4

Being a 0.213 of an acre of land out of the West 5.00-acres of the East 10.00-acres of the West 20.00-acres of Lot 8, Block 47, Alamo Land and Sugar Company Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas. Said 5.00-acres is vested to Melida Ramirez from Enrique Medina, Sr., and wife Agripina P. Medina, by virtue of a Warranty Deed dated July 23, 1984, recorded in Volume 2010, Page 392, Official Records of Hidalgo County, Texas. Said 0.213 of an acre of land being more particularly described by metes and bounds as follows;

Commencing at the Northwest corner of Lot 8, Block 47, Alamo Land and Sugar Company Subdivision; **Thence**, South 81 degrees 25 minutes 00 seconds East, with the North line of Lot 8, Block 47, Alamo Land and Sugar Company Subdivision, a distance of 330.00 feet to the Northwest corner of this tract of land and the **POINT OF BEGINNING**;

THENCE, continuing South 81 degrees 25 minutes 00 seconds East, with the North line of said Lot 8, Block 47, a distance of 165.00 feet to the Northeast corner of this tract of land;

THENCE, South 08 degrees 35 minutes 00 seconds West, with the East line of the West 5.00-acres of the East 10.00-acres of the West 20.00-acres of said Lot 8, Block 47 and parallel to the West line of said Lot 8, Block 47, a distance of 37.50 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) for the Southeast corner of this tract of land;

THENCE, South 85 degrees 46 minutes 45 seconds West, with the Proposed South Right of Way line of the Minnesota Drainage, a distance of 169.21 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) at the West line of said West 5.00-acres of the East 10.00-acres of the West 20.00-acres of land of said Lot 8, Block 47, for the Southwest corner of this tract of land;

THENCE, North 08 degrees 35 minutes 00 seconds East, with the West line of said West 5.00-acres of and East 10.00-acres of the West 20.00-acre of said Lot 8, Block 47 and parallel to the West line of said Lot 8, Block 47, a distance of 75.00 feet to the **POINT OF BEGINNING** and containing 0.213 of an acre of land of which 0.098 of an acre of land lies within the existing Drainage Ditch and leaving a **Net Taking of 0.115** of an acre of land, more or less.

FIELD NOTES OF PART TO BE ACQUIRED (Page 2 of 3)

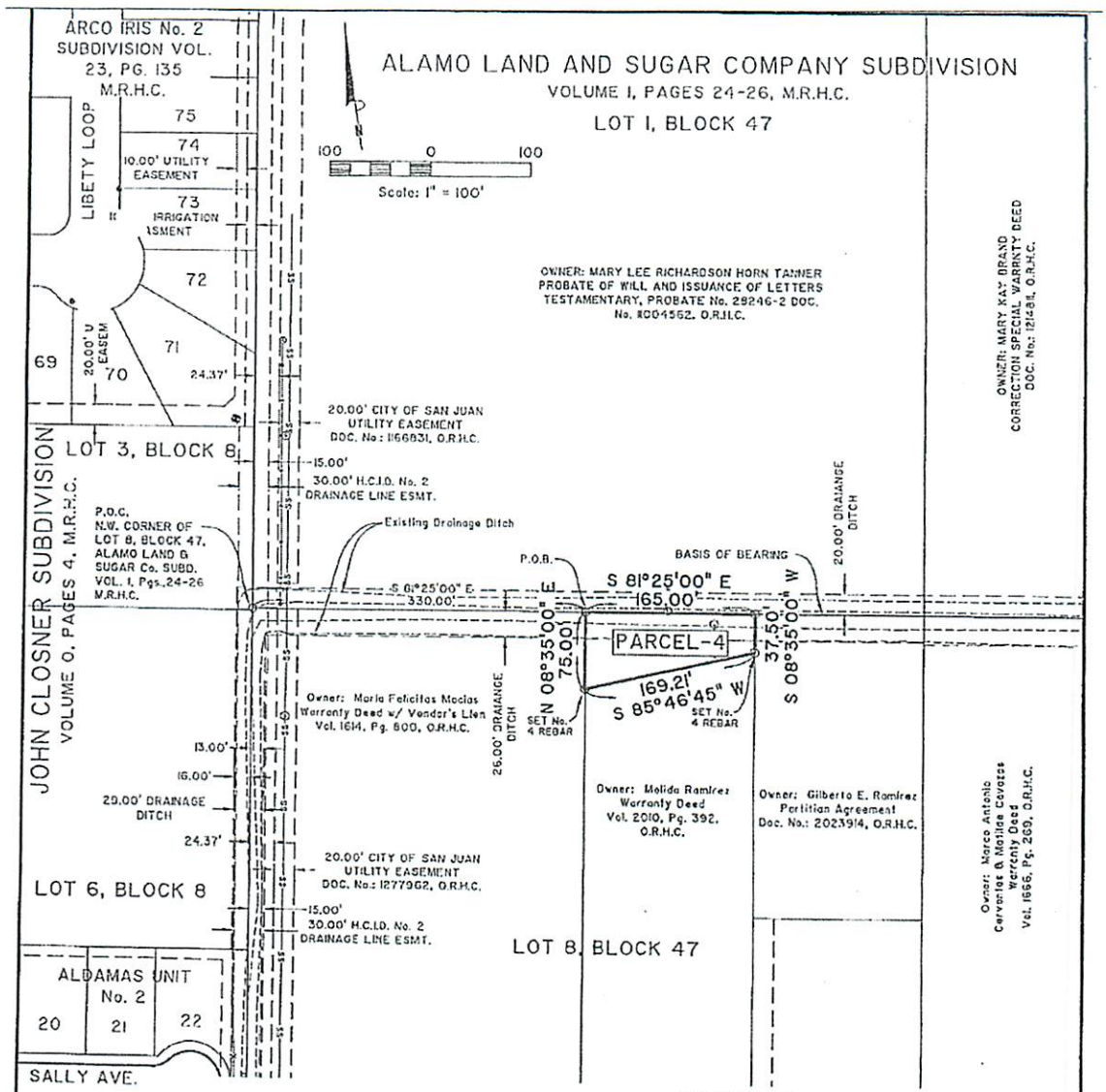
I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby state that the above metes and bounds are true and are the result of an actual survey performed on the ground under my direction.

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

Pablo Soto, Jr. – R.P.L.S. No. 4541
Date: 09-23-2011

Revised: 5/9/12

SURVEY OF PART TO BE ACQUIRED (Page 3 of 3)



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

OWNER: MELIDA RAMIREZ, BY VIRTUE OF A WARRANTY DEED, DATED JULY 23, 1984, RECORDED IN VOLUME 2010, PAGE 392, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS.

DESCRIPTION: THE WEST 5.00 ACRES OUT OF THE EAST 10.00 ACRES OF THE WEST 20.00 ACRES OF LOT 8, BLOCK 47, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 1, PAGES 24-25, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

TOTAL ACREAGE: 5.00-AC
TO BE ACQUIRED: 0.213-AC
EXISTING DRAINAGE DITCH: 0.098-AC
PROPOSED NET TAKING: 0.115-AC
REMAINDER: 4.787-AC

DOCUMENT No: _____

(EXHIBIT-A)
PARCEL -4
SURVEY PLAT
OF A 0.213 OF AN ACRE OF LAND
OUT OF THE WEST 5.00 ACRES
OF THE EAST 10.00 ACRES
OF THE WEST 20.00 ACRES OF
LOT 8, BLOCK 47,
ALAMO LAND AND SUGAR COMPANY SUBDIVISION,
HIDALGO COUNTY, TEXAS
AS PER MAP RECORDED IN
VOLUMUE I, PAGES 24-26, M.R.H.C.

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

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

G.F. No.:125029

PABLO SOTO, JR. - R.P.L.S. No. 4541
Date: 9-23-11 Revised: 5/9/12

R. Gutierrez Engineering Corporation

Professional Engineers & Land Surveyors

130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
ENGINEERING FIRM No. 486 • SURVEYING FIRM No.: 101650-00

JOB No.: ENG09.001	DATE: SEPT. 23, 2011
DRAWN BY: RG	PAGE: 3 OF 3

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

Yellow Highlighted Area = Proposed Right of Way

PHOTOGRAPHS OF SUBJECT PROPERTY

Include Each Major Improvements

Parcel No.: 4

Local Address:. Northern frontage of Minnesota Road, Located west of Hibiscus Drive, San Juan, Texas.

Date Taken: February 2, 2012

Taken By: Leonel Garza III

Point which taken: Photo 1: Minnesota Road
Point which taken: Photo 2: Existing Drainage ROW

Looking: Photo 1: Northern View
Looking: Photo 2: Eastern View

Photo 1
Northern view of the entrance to subject property. The property is located at the end of a gated road.

Photo 2
Eastern view of the part to be acquired.

Point which taken: Photo 3: Existing Drainage ROW
Point which taken: Photo 4: Minnesota Road ROW

Looking: Photo 3: Western View
Looking: Photo 4: Eastern View

Photo 3
Western view of part to be acquired.

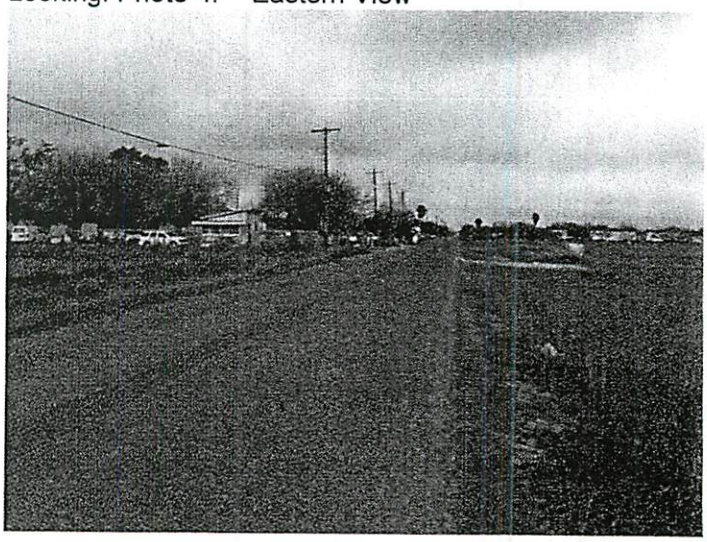


Photo 4
Eastern view of Minnesota Road.

DESCRIPTION OF PROPERTY:

The subject property is a 5.00 acre use tract of land located along the northern frontage of Minnesota Road in Hidalgo County, Texas. The subject property improvements are based on off-site inspection and information gathered from the Hidalgo County Appraisal District. The subject property is located in an area of the county of which contains potable water services, electrical and phone service available. The property is level and typical of the market area. According to the FEMA Mapping Service Panel No. 4803340425C the property is located in an area indicated as Flood Zone "AH". The area to be acquired was surveyed by R. Gutierrez Engineering Corporation on September 23, 2011 and revised on May 9, 2012 of which indicates the part to be acquired is approximately 0.213 acres. The part to be acquired includes 0.098 acres which are located within a 20.00' private drainage ditch along the southern property line of the subject. The part to be acquired is owned in fee simple of which no easements were indicated by survey. Therefore, the part to be acquired shall be valued at 100% of market value as indicated from the direct sales comparison approach. This value shall be utilized in the negotiations for purchase of said proposed right-of-way in the name of the County of Hidalgo.

AREA OR NEIGHBORHOOD ANALYSIS:

The subject neighborhood along Minnesota Road and Owassa Road is a mixture of single family homes, single family residential developments and agricultural use. Located west of the project is Raul Longoria Road, a major thoroughfare within the City of San Juan for northern and southern traffic. Development along the frontage of Raul Longoria is primarily utilized for "C-2" General Business as indicated by the current City of San Juan Zoning Map. Land area to the east and west of Raul Longoria Road along neighboring thoroughfares are being developed into "R-S" Single Family Residential Districts. Other zoning district in the immediate market area includes the southern frontage of Owassa Road, from Raul Longoria to Cesar Chavez Road to be zoned for a both "R-MH" Manufactured Home District and "R-S" Single Family Residential Districts. Several properties along Owassa Road and Minnesota Road have sold recently and area being held for future residential development. Leonel Garza Jr. & Associates LLC has inspected the market area along several roadways including Owassa Road and Minnesota Road, and has found that the market contains stable growth. It is recognized that the Lower Rio Grande Valley has experiences a downturn in the overall market and marketability of vacant land for development over the past (3) three years.

SITE ANALYSIS:

Five Year Sales History:

During the course of the appraisal, it was determined via the Hidalgo County Appraisal District that the subject property is being assessed under the ownership of Melida Ramirez. The property was transferred from Enrique Medina, Sr. and Agripina P. Medina (Grantor) to Melida Ramirez (Grantee) on July 23, 1984. This information was verified with title information provided by the client. A copy of the Hidalgo County Appraisal District card is located in the Addenda of this report.

Legal Description: [Whole Property]

The West 5.00 acres out of the East 10.00 acres of the West 20.00 acres of Lot 8, Block 47, Alamo Land and Sugar Company Subdivision, as per map recorded in Volume1, Pages 24-26, Map Records of Hidalgo County, Texas.

Legal Description: [Part To Be Acquired]

Being a 0.213 of an acre of land out of the West 5.00 acres of the East 10.00 acres of the West 20.00 acres of Lot 8, Block 47, Alamo Land Sugar Company Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas.

Improvements:

During the off-site inspection of the subject property no building improvements were indicated within the part to be acquired. The subject property contains several site improvements which are located within the proposed acquisition, those improvements are itemized on page 5.0 of this report. Site improvements are valued based on their depreciated cost value at the time of appraisal. In the event structural or site improvements must be re-established within the remainder, a cost to cure shall apply and be added to the compensation of the part to be acquired. In addition, any utilities located within the acquisition area shall be relocated as an item of construction and shall not be included within the compensation of the subject property.

Highest & Best Use Analysis:

The subject's highest and best use as vacant is indicated for residential development. This type of use is concurrent with the recent trends located along Minnesota Road within Hidalgo County, Texas. This highest and best use is based on the determined economic unit of the subject property as whole which is being acquired in the name of the County of Hidalgo. When a property is evaluated, the highest and best use must always be considered. In the current case, the highest and best use of the whole is determined to be for residential developmental use based on several factors. Factors taken into consideration are defined by The Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 135, by the Appraisal Institute as being: "The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and there results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity." The scope of the assignment is to evaluate the subject property as a whole, part to be acquired, and the remainder before and after the acquisition, while excluding project influence as required by the County of Hidalgo and is reported under the conditions set forth by Standards Rule 1-4(f) under the Jurisdictional Exception provision as defined by the Uniform Standards of Professional Appraisal Practice (USPAP).

VALUATION OF PART TO BE ACQUIRED

LAND VALUATION
Representative Comparable Sales

	Subject	Comp. No. 1		Comp. No. 2		Comp. No. 3	
Grantor	Enrique Medina, Sr. and Agripina P. Medina	Alamo Heights, LTD		Alamo Heights, LTD		Alamo Heights, LTD	
Grantee	Melida Ramirez	Solorganics, LLC.		Laura Lilia Lubin		Propilusion Investments, LLC	
Date	July 23, 1984	February 28, 2011		September 7, 2010		June 10, 2010	
Sales Price	$ -	$ 125,000		$ 300,000		$ 300,000	
Unit Price	$ - / Acre	$ 12,500	/ Acre	$ 14,225	/ Acre	$ 15,000	/ Acre
Conditions of Sale	Cash To Seller	Similar	0%	Similar	0%	Similar	0%
Relative Location	Average	Similar	0%	Similar	0%	Similar	0%
Lot Location	Interior Tract	Similar	0%	Similar	0%	Similar	0%
Market Conditions	Average	Similar	0%	Similar	0%	Similar	0%
Physical Characteristics	Typical of Market	Similar	0%	Similar	0%	Similar	0%
Financing	Conventional	Similar	0%	Similar	0%	Similar	0%
Available Utilities	All Utilities Available	Similar	0%	Similar	0%	Similar	0%
Frontage	Minnesota Road	Minnesota Road, West of Cesar Chavez Road.	0%	Owassa Road, West of Cesar Chavez Road.	0%	Minnesota Road, West of Cesar Chavez Road.	0%
Size of Tract (Acre)	5.00 Acre	10.00 Ac	0%	21.090 Ac	0%	20.00 Ac	0%
Net Adjustments			0%		0%		0%
Indicated Unit Value		$ 12,500	/ Acre	$ 14,225	/ Acre	$ 15,000	/ Acre

Estimated Unit Value of Fee Simple Area **$ 15,000 / Acre**
Estimated Value by Sales Comparison Approach (0.213 Acres x $15,000/Acre) **$ 3,195**
(Includes Part To Be Acquired Only)- Fee Land

ROW-A-5S
(Rev. 11/11)
Page 1 of 3

COMPARABLE DATA SUPPLEMENT

District: NA Parcel No.: 4 Highway: Minnesota Drain Ditch
County: Hidalgo ROW CSJ: N/A

Land Sale ☒ Improved Sale ☐ Rental Data ☐

Grantor/Lessor: Alamo Heights, LTD. Grantee/Lessee: Solorganics, LLC.

Date: February 28, 2011 Recording Information: Document No. 2188730 Key Map: N/A

Address: Located along the southern side of Minnesota Road, west of Cesar Chavez Road, San Juan, Texas Zip Code: 78589

Legal Description: The east one-half ½ of Lot 7, Block 47, Alamo Land and Sugar Company Subdivision, hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Page 24 and 26, Map Records, Hidalgo County, Texas.

Confirmed Price: $ 125,000 Verified with: MLS# A136429s

Terms and Conditions of Sale: Cash To Seller

Rental Data: N/A

Land Size: 10.00 Acres Unit Price: $ 12,500 per acre

Type Street: Asphalt Paved – Minnesota Road Utilities: All Utilities Available

Improvement(s) Description: None

Improvement(s) Size: N/A (GBA): N/A (NRA): N/A Unit Price as Improved $: N/A

Condition and Functional Design: N/A

Current Use: Vacant –Agricultural Row Crop Highest & Best Use: Single Family Residential Development

Date of Inspection: February 2, 2012 Zoning: N/A Flood Plain: Zone "AH"

Attach additional information as necessary.

Appraiser: Leonel Garza III June 6, 2012
(Typed, not signed) Date

COMPARABLE DATA SUPPLEMENT

District: NA | Parcel No.: 4 | Highway: Minnesota Drain Ditch
County: Hidalgo | ROW CSJ: N/A

Land Sale ☒ Improved Sale ☐ Rental Data ☐

Grantor/Lessor: Alamo Heights, LTD. Grantee/Lessee: Laura Lilian Lubin

Date: September 7, 2010 Recording Information: Document No. 2141729 Date: September 7, 2010

Address: Located along the southern side of Owassa Road, west of Cesar Chavez Road, San Juan, Texas Zip Code: 78589

Legal Description: The east one-half ½ of Lot 2, Block 47, Alamo Land and Sugar Company Subdivision, hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Page 24 and 26, Map Records, Hidalgo County, Texas.

Confirmed Price $: 300,000 Verified with: MLS# A136423 & A136421

Terms and Conditions of Sale: Cash To Seller

Rental Data: N/A

Land Size: Acres 21.09 (Gross) / 918,680 Square Foot Unit Price as Vacant: $14,225 per acre

Type Street: Asphalt Paved – Owassa Road Utilities: All Available

Improvement(s) Description: N/A

Improvement(s) Size: N/A (GBA): N/A (NRA): N/A Unit Price as Improved $: N/A

Condition and Functional Design: N/A

Current Use: Vacant –Agricultural Row Cropping Highest & Best Use: Single Family Residential Development

Date of Inspection: February 2, 2012 Zoning: N/A Date of Inspection: January 26, 2012

Attach additional information as necessary.

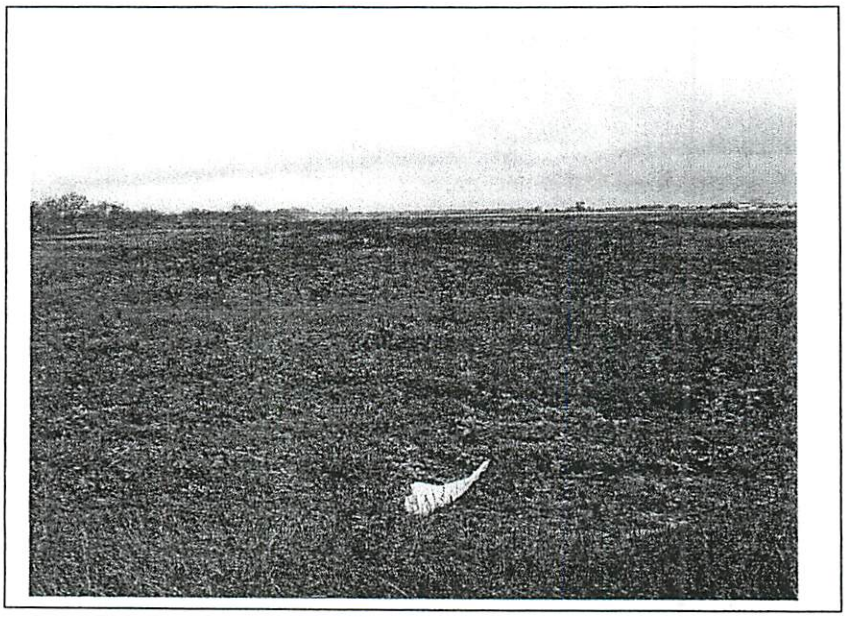
Appraiser: Leonel Garza III
(Typed, not signed)

June 6, 2012
Date

COMPARABLE DATA SUPPLEMENT

District: NA | Parcel No.: 4 | Highway: Minnesota Drain Ditch
County: Hidalgo | ROW CSJ: N/A

Land Sale ☒ Improved Sale ☐ Rental Data ☐



Grantor/Lessor: Alamo Heights, LTD. Grantee/Lessee: Propilusion Investments, LLC.

Date: June 10, 2010 Recording Information: Document No. 2119853 Key Map: N/A

Address: Located along the northern side of Minnesota Road, west of Cesar Chavez Road, San Juan, Texas Zip Code: 78589

Legal Description: The east one-half ½ of Lot 7, Block 47, Alamo Land and Sugar Company Subdivision, hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Page 24 and 26, Map Records, Hidalgo County, Texas.

Confirmed Price $: 300,000 Verified with: MLS# A136426 & A136424

Terms and Conditions of Sale: Cash To Seller

Rental Data: N/A

Land Size: Acres 20.00 (Gross) / 871,200 Square Foot Unit Price as Vacant: $15,000 per acre

Type Street: Asphalt Paved – Minnesota Road Utilities: All Available

Improvement(s) Description: N/A

Improvement(s) Size: N/A (GBA): N/A (NRA): N/A Unit Price as Improved $: N/A

Condition and Functional Design: N/A

Current Use: Vacant –Agricultural Row Cropping Highest & Best Use: Single Family Residential Development

Date of Inspection: February 2, 2012 Zoning: N/A Flood Plain: Zone "AH"

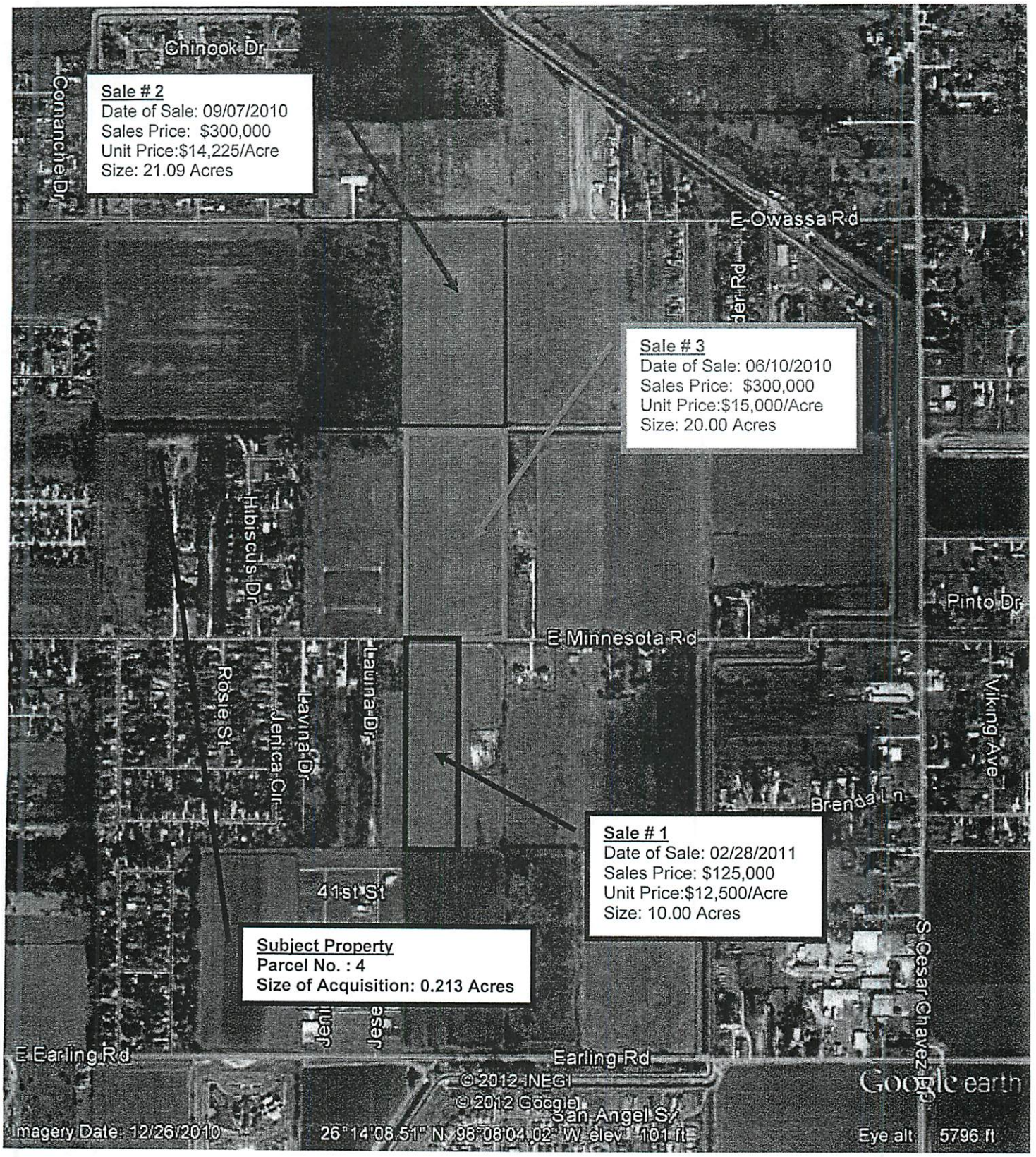
Attach additional information as necessary.

The subject property is a vacant tract of land located along the northern side of Minnesota Road, east of Raul Longoria. The subject property is indicated to be the east half of Lot 7. The subject property dimensions are approximately ±695 lf x ±1,320 lf, with ±695 lineal feet of frontage along Minnesota Road.

Appraiser: Leonel Garza III (Typed, not signed)

June 6, 2012
Date

COMPARABLE SALES MAP (Subject Property)



Explanation of Adjustments with Reconciliation:

During the analysis of the acquisition area, the value for the subject property as a whole or economic unit was determined. This determination of market value is utilized for the valuation of the proposed acquisition which is a pro-rata part of the whole. The local market and extended market was searched for comparable sales of which contained similar frontage along Minnesota Road, Owassa Road and other similar and intersecting thoroughfares. Each of the sales utilized are located within the market area and are the most comparable located in the market place of which all information pertinent to the transaction could be verified. Several sales were located within this parameter of which had occurred within the past four years. Three sales were selected which were the most comparable to the subject property and required the least number of adjustments. The following three comparable sales were reviewed for location, available utilities, financing, site utility, topography and other factors of which the real estate market shall recognized for the purchase of said tracts. Due to the similarity of the comparables to the subject property, no adjustments to the indicated unit price were indicated for each of the comparable sales. An unadjusted unit range of market value of $12,500 per acre to $15,000 per acre was indicated for the subject property as fee simple. Based on the existing developments and surrounding land use within the immediate market area, a unit value near the upper end of the adjusted range was selected, $15,000 per acre. Based on this unit rate, the part to be acquired is calculated as follows:

0.213 Acres x $15,000 / Acre = $3,195.00

ESTIMATED VALUE OF ACQUISITION

Land:	0.213 Acres	@	$ 15,000 Per Acre (As Fee Simple)	$	3,195

Improvements:

Box Wire Fencing (315 lineal Feet @ $5.50 / lineal foot) @ 50% Depreciation	$ 866
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
Total Improvements	$ 866

TOTAL ESTIMATED VALUE	$	4,061
COST TO CURE	$	42
TOTAL COMPENSATION	$	4,103

Explanation of Cost to Cure:
The part to be acquired contained several site improvements, which were valued based on their existing depreciated contributory value to the subject property. However, replacement of the existing improvement in order to retain the same utility, shall require a cost to cure valuation in order to compensate the subject owner for the actual cost of the items which have been depreciated within the taking. Located within the proposed acquisition was 315' lineal feet of Box Wire Fencing; however, after the take 165' lineal feet of Box Wire Fencing will need to be replaced. The cost to cure shall be included to compensate the owner for the difference of the existing market value of the site improvements and the cost new for the proposed frontage as described below:

Cost To Cure Item	Units	Price Per Unit	Cost New	Compensated Depreciated Value	Cost to Cure Value
Box Wire Fencing	165	$ 5.50	$ 908	$ 866	$ 42
		$ -	$ -		$ -
		$ -	$ -		$ -
		$ -	$ -		$ -
			Total Cost to Cure		$ 42

Source of Cost Schedule: Marshall Valuation Service created by Marshall & Swift, Section 66, Page 5

ADDENDUM

1. Certification of Appraisal
2. Assumption & Limiting Conditions
3. Qualification of Appraiser
4. Letter of Inspection Sent To Owner of Record Via Certified Mail
5. Certified Letter Tracking Information
6. Hidalgo County Appraisal District Card
7. Warranty Deed

Certification of Appraisal

I, Leonel Garza III, certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- The employment and compensation of this appraiser in completing this appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the current *Uniform Standards of Professional Appraisal Practice (USPAP)*.
- I have made a personal on-site and or off-site visit of the property that is the subject of this report based on the permissibility granted at the time of inspection.
- Thomas Davis, State Certified General Real Estate Appraiser with Leonel Garza Jr. & Associates LLC provided significant professional assistance in the preparation of this report not limited to a physical inspection, taking of photographs of the subject property and value analysis.
- No one other than those mentioned within this certification provided significant real property appraisal assistance to the person(s) signing this certification.
- The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute;
- I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. I also acknowledge that Leonel Garza III is an associate member of the Appraisal Institute and is not an MAI Designated Appraiser, however is currently seeking designation. Leonel Garza III is designated as a Master Real Estate Appraiser through the National Association of Master Appraisers.
- The employment and compensation of this appraiser in completing this appraisal assignment was not based on a requested minimum valuation, a specific valuation. This report was not prepared under the standards required by financial institutions for purposes of applying for a loan
- This appraisal has been completed with the extraordinary assumption, that any and all access denial issues are clearly stated within the scope of this assignment and have been included within the surveys and field notes provided by client. The Texas Department of Transportation can control access in the future by way of permit at the time of redevelopment or re-subdivision of the subject property and or by way of the Access Management Policy enacted by the State of Texas. This assignment was engaged in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB 18 of the Texas 82nd Regular Legislative Session as follows:
- "(d) In estimating injury or benefit under Subsection ©, the special commissioners shall consider an injury or benefit that is peculiar to the property owner and that relates to the property owner's ownership, use, or enjoyment of the particular parcel of real property including a material impairment of direct access on or off the remaining property that affects the market value of the remaining property, but they may not consider an injury or benefit that the property owners experiences in common with the general community, *including circuity of travel and diversion of traffic.* In this subsection, 'direct access' to the remainder after the state's means ingress and egress on or off a public road, street, or highway at a location where the remaining property adjoins that road, street or highway"

Leonel Garza III
General Certified Real Estate Appraiser
License No. TX 1328375 – General

ASSUMPTIONS AND LIMITING CONDITIONS

This report has been prepared with the following general assumptions:

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.

2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.

3. Responsible ownership and competent property management are assumed.

4. The information furnished by others is believed to be reliable,. but no warranty is given for its accuracy.

5. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

6. It is assumed that there are no hidden or un-apparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

7. It is assumed that the property is a full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the appraisal report.

8. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

9. It is assumed that the use of the land and improvements is confined within the boundaries or property line of the property described and that there is no encroachment or trespass unless noted in the report.

11. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by this appraiser. The appraiser does not have any knowledge of the existence of such material on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

General Limiting Conditions:

1. Any allocation of the total value of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

2. Possession of this report, or a copy thereof, does not carry with it the right of publication.

3. The appraiser, by reason of this appraisal, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.

4. Neither all or any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.

5. If the property rights appraised are the "Leased Fee Estate", then the Final Indicated Market Value Estimate is based on the continued performance under the lease terms.

6. The original and one copy of this report have been signed in blue ink. Any other copy, which is not signed in blue may have been altered, and this appraiser is not responsible for its contents or value indicated.

Assumptions and Interpretations Made by Appraiser of the Marketing Period

1. Indicated Marketing Time: Begins with the date of value estimate and the exposure time indicated.

2. Exposure to the Open Market: Listing the property on the market for sale with a Realtor, member of Multiple Listing Service, or a licensed Real Estate Broker, that will properly expose the property to the Market. This appraiser does not consider a sign placed by a bank on the property as proper marketing. If the property is presently listed for sale on the market, this appraiser must be notified prior to the completion of the appraisal.

3. Exposure Time: The length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.

QUALIFICATIONS OF APPRAISER

The office of Leonel Garza Jr. & Associates LLC is owned and operated by Leonel Garza III. A company founded by Leonel Garza Jr. who was a commercial real estate appraiser for more than 25 years upon his passing in 1998. Leonel Garza III continued the family business to this day, concentrating on general commercial properties and right-of-way acquisition projects for more than 13 years. The office of Leonel Garza Jr. & Associates LLC contains three (3) General Certified Appraisers in total and several supporting staff members all located at 1419 Dove Avenue, Suite #1, McAllen, Texas. The following is a synopsis of the qualifications of Leonel Garza III and the public service organizations involved in with the County of Hidalgo and the City of McAllen.

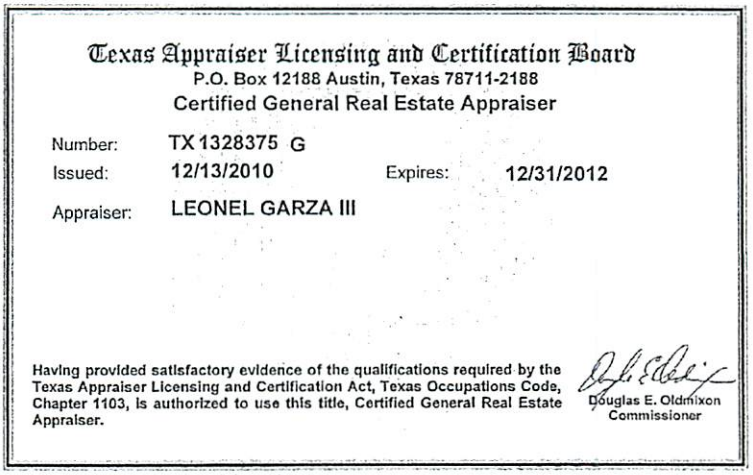
Education

Graduate, 1995, Texas A&M University, College Station, Texas (Bachelor of Science in Biomedical Science)
Graduate, 1991 McAllen Memorial High School, McAllen, Texas

Licenses

State Certified General Real Estate Appraiser
Number TX - 1328375-General
Licensed Since December 31, 1998
Expires: December 31, 2012 (Active)

State Certified Property Tax Consultant
Number TX – 00003181
Licensed Since May 20, 2002
Expires: June 16, 2012 (Active)



Texas Appraiser Licensing and Certification Board
P.O. Box 12188 Austin, Texas 78711-2188
Certified General Real Estate Appraiser

Number: TX 1328375 G
Issued: 12/13/2010 Expires: 12/31/2012
Appraiser: LEONEL GARZA III

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified General Real Estate Appraiser.

Douglas E. Oldmixon
Commissioner

Public Service Organizations

Associate Member of the Appraisal Institute
Currently taking courses toward the designation of MAI through the Appraisal Institute.

National Association of Master Appraisers
Designated as a Master Senior Appraiser in 2006 by the National Association of Master Appraisers. This designation is obtained thru educational requirements and experience.

Associate Member of the International Right of Way Association (IRWA) (Member # 7899430)

Board Member of the City of McAllen Planning and Zoning Board
This board is charged with submitting reports, plans, and recommendations to the City Commission for the orderly growth, development, and welfare of the City. They review and make recommendations on zoning change requests, conditional use permits for longer than one year, and variances to Subdivision Ordinance requirements for development.

Former Chairman of the City of McAllen Zoning Board of Adjustments and Appeals
This city board has the duty to hear and decide appeals where it is alleged there is error in any requirement, or determination made administratively in the enforcement of the Zoning Ordinance. The Board hears appeals that grant variances to setback requirements and special exceptions to reconstruction of nonconforming buildings.

Chairman of the Hidalgo County Subdivision Advisory Board
This county board on subdivision reviews primary goal is to ensure that proper standards, set by Texas Water Development Board and the Texas Subdivision Model Rules and or opinions from the Texas State Attorney General's Office, are conducted in the development of proposed subdivision within the County of Hidalgo and or Extraterritorial Jurisdiction of municipalities throughout the County of Hidalgo. The boards secondary function is to review applications for variances against the Flood Plain Administrators decisions of the base flood elevations throughout the County of Hidalgo.

Chairman of the Hidalgo County Building Line of Adjustments
This county board reviews applications of variances to general set-back regulations set forth by the County of Hidalgo. This review includes the review of existing and or proposed encroachments into set-backs, easements, road right-of-way set-back, subdivision plat requirements and or requirements set forth by adjoining municipalities of which the subject is within the extraterritorial jurisdiction.

Vice Chairman of the City of McAllen Traffic Board
Makes recommendations to the City Commission in order to reduce and eliminate traffic congestion and flow throughout the City . (Elected Vice Chairman 01/26/10)

Former Executive Board Member of the Lower Rio Grande Valley Boy Scouts Council
The goal of the council is to maintain membership and the continued progress of the boy scouts within the Lower Rio Grande Valley. The council shall maintain progress reports of financial status of the council and plan for events worldwide which local children may participate as a representative of the council. These events include the World Jamboree and the National Jamboree.

Former Vice Chairman of the City of McAllen Ambulance Advisory Committee
Evaluates and reports to the City Commission on the operation of the emergency ambulance service rendered by company or companies rendering such service.

Former Member of the City of McAllen Building Board of Adjustments and Appeals
The BBOA reviews the decision of City Staff for the demolition of properties deemed unsafe through the City for a variety of reasons. The board review all facts and concerns and make the decision to secure or proceed with demolition based upon the safety of the neighboring property owners and occupants. The greatest concern for the commission is the safety of the surrounding neighborhood occupants.

Former Member of the Pharr Municipal Park Charter Committee
Appointed in 1998-1999, our goal was to establish a 103 acre master planned recreational park to the City of Pharr during our membership with the City of Pharr Leadership Class X.

Member of The McAllen Palm City Lions Club
Direct the fund raising for the annual Thanksgiving Drive on behalf of Lion Leonel Garza Jr. who founded the drive more than 20 years ago. In 2005 & 2006, the club raised funds to feed 60 family's throughout the City of McAllen.

Work Experience

Employee of Leonel Garza Jr. & Associates since 1990

State Certified General Real Estate Appraiser since December 31, 1998

Owner of G-3 Acquisitions which primary focus is custom commercial and multifamily residential construction and management.

Commercial and residential property manager throughout the City of McAllen & Pharr, Texas.

Licensed Property Tax Consultant Since 2000.

Appraiser Trainee from 1995 thru 1998 under the sponsorship of Leonel Garza Jr. who was a State Certified General Real Estate Appraiser & Board Member of the Texas State Appraisal Review Board from October 23, 1995 Through September 15, 1998. Appointed by Governor George W. Bush for two (2) terms.

State of Texas

Historically Underutilized Business Certification and Compliance Program

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

LEONEL GARZA, JR. & ASSOCIATES, LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB.

This certificate, printed 14-AUG-2010, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Paul A. Gibson

Paul A. Gibson
Statewide HUB Program Manager
Texas Comptroller of Public Accounts
Texas Procurement and Support Services Division

Certificate/VID Number:	1742948770900
File/Vendor Number:	14984
Approval Date:	09-AUG-2010
Expiration Date:	09-AUG-2014

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (http://www.window.state.tx.us/procurement//cmbl/hubonly.html) or by contacting the HUB Program at (888) 863-5881 or (512) 463-5872.

CERTIFIED LETTER OF INSPECTION SENT TO PROPERTY OWNER OF RECORD

Leonel Garza Jr. & Associates LLC
Real Estate Appraisal Services

1419 Dove, Suite 1 - McAllen, Texas 78504
(956) 687-7295 (24 hour answering service) Fax (956) 687-9236
Email: leonel3@garza-associates.com

May 16, 2012

Project: Minnesota Drainage Ditch Project
Parcel 4:

Melida Ramirez
500 East Minnesota Road
San Juan, TX 78589

Mrs. Ramirez:
Leonel Garza Jr. & Associates LLC has been contracted by Hidalgo County Precinct No. 2 to appraise various properties along Minnesota Drainage Ditch. These properties shall be appraised as fee simple and shall be for the proposed acquisition to acquire right-of-way for the expansion and renovation of the Minnesota Drain. The project limits for the expansion is from the FM 495 Drainage Ditch West approximately 5,025 feet between Lots 1-8, Block 47, Alamo Land and Sugar Company Subdivision. Attached is a survey of the property to be acquired. This office is requesting verbal or written permission to re-inspect the subject property at the earliest date possible. We would like to extend to you the opportunity to meet with our office in order to further explain the project and the purpose of the appraisal report. The Hidalgo County Precinct No. 2 shall be negotiating the purchase of this portion of your property believed to be in the name of Melida Ramirez. If you or your representative wish to meet with me to discuss the purpose of the appraisal and join me for an on-site inspection, I can be reached at (956) 687-7295 or leonel3@garza-associates.com. I will be researching the market area for any and all real estate sales, and would appreciate any leads or information in which you may have. If this letter does not pertain to you and or you have sold said property, please notify our office as soon as possible so that the proper ownership identification can be established. In a previous letter sent to you on January 3, 2012, our client had indicated by survey that the part to be acquired shall be 0.284 acres. However, a revised survey has been created due to engineering adjustments. The revised area to be acquired as per survey dated May 9, 2012 is indicated to be 0.213 acres. If you have any further questions feel free to contact me at your convenience at (956) 687-7295. ***With this letter I request permission to perform an on-site inspection in order to photograph your property. If you have any objections to our inspection, please call the office of Leonel Garza Jr. and Associates LLC at (956) 687-7295 as soon as possible. Thank you.***

Sincerely,

Leonel Garza III
State Certified General
Real Estate Appraiser
TX1328375-General

Cc: Hidalgo County Precinct No. 2
Jaime Salinas
Co-Right of Way Agent
301 East State Street, Pharr, Texas 78577
(956) 787-1891

Leonel Garza Jr. & Associates LLC

HIDALGO COUNTY APPRAISAL DISTRICT CARD

Hidalgo CAD

Property Search Results > 112810 RAMIREZ MELIDA & GILBERTO for Year 2012

Property

Account

Property ID:	112810	Legal Description:	ALAMO LAND & SUGAR CO E 165'-W 495'- N 528' LOT 8 BK 47 2.00 AC NET
Geographic ID:	A1800-00-047-0008-10	Agent Code:	
Type:	Real		
Property Use Code:			
Property Use Description:			

Location

Address:	JESENIA ST TX	Mapsco:	
Neighborhood:		Map ID:	
Neighborhood CD:			

Owner

Name:	RAMIREZ MELIDA & GILBERTO	Owner ID:	714968
Mailing Address:	500 E MINNESOTA RD SAN JUAN, TX 78589-4900	% Ownership:	100.0000000000%
		Exemptions:	HS, OV65

Values

(+) Improvement Homesite Value:	+	$67,467	
(+) Improvement Non-Homesite Value:	+	$0	
(+) Land Homesite Value:	+	$28,271	
(+) Land Non-Homesite Value:	+	$0	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	$0	$0
(+) Timber Market Valuation:	+	$0	$0
(=) Market Value:	=	$95,738	
(–) Ag or Timber Use Value Reduction:	–	$0	
(=) Appraised Value:	=	$95,738	
(–) HS Cap:	–	$0	
(=) Assessed Value:	=	$95,738	

Taxing Jurisdiction

Owner: RAMIREZ MELIDA & GILBERTO
% Ownership: 100.0000000000%
Total Value: $95,738

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax	Tax Ceiling
CAD	APPRAISAL DISTRICT	0.000000	$95,738	$95,738	$0.00	
CSJ	CITY OF SAN JUAN	0.738600	$95,738	$90,738	$670.19	
DR1	DRAINAGE DISTRICT #1	0.073300	$95,738	$95,738	$70.18	
GHD	HIDALGO COUNTY	0.590000	$95,738	$80,738	$465.68	$465.68
JCC	SOUTH TEXAS COLLEGE	0.150700	$95,738	$95,738	$144.28	$146.86
R14	ROAD DIST 14	0.000000	$95,738	$95,738	$0.00	
SPA	PSJA ISD	1.359200	$95,738	$70,738	$729.42	$729.42
SST	SOUTH TEXAS SCHOOL	0.049200	$95,738	$95,738	$47.10	
	Total Tax Rate:	2.961000				
				Taxes w/Current Exemptions:	$2,126.85	
				Taxes w/o Exemptions:	$2,834.80	

Improvement / Building

Improvement #1: RESIDENTIAL **State Code:** A1 **Living Area:** 1852.0 sqft **Value:** $67,467

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	BRKAV	DBRK	1994	1852.0
GAR	GARAGE	BRKAV		1994	528.0
POR	PORCH (COVERED)	BRKAV		1994	32.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	AC	ACREAGE	2.0000	87120.00	0.00	0.00	$28,271	$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2012	$67,467	$28,271	0	95,738	$0	$95,738
2011	$66,573	$28,271	0	94,844	$0	$94,844
2010	$68,590	$28,271	0	96,861	$0	$96,861
2009	$70,608	$28,271	0	98,879	$0	$98,879
2008	$72,626	$28,271	0	100,897	$0	$100,897
2007	$76,875	$28,271	0	105,146	$0	$105,146
2006	$66,600	$28,271	0	94,871	$0	$94,871
2005	$66,128	$28,271	0	94,399	$0	$94,399
2004	$65,657	$28,271	0	93,928	$0	$93,928
2003	$62,090	$28,271	0	90,361	$0	$90,361

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	1/24/1959 12:00:00 AM	MCF	MARRIAGE CERTIFICATE	RAMIREZ MELIDA	RAMIREZ MELIDA			
2	1/19/1959 12:00:00 AM	MCF	MARRIAGE CERTIFICATE	RAMIREZ MELIDA	RAMIREZ MELIDA			46628
3		CONV	CONVERSION	Unknown	RAMIREZ MELIDA	2010	392	

Tax Due

Property Tax Information as of 05/17/2012

Amount Due if Paid on:

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

WARRANTY DEED (Page 1 of 2)

VOL 2010 PAGE 392

NOTICE: Prepared by the State Bar of Texas for use by lawyers only. Reviewed 1-1-78. To select the proper form, fill in blank spaces, strike out form portions or insert special terms consistent the practice of law. No "standard form" can meet all requirements.

76586

WARRANTY DEED

THE STATE OF TEXAS
COUNTY OF HIDALGO } KNOW ALL MEN BY THESE PRESENTS:

That We, ENRIQUE MEDINA, SR., and wife AGRIPINA P. MEDINA, our address being Rt. 1 Box 4311, San Juan, Texas 78589

of the County of Hidalgo and State of Texas for and in consideration of the sum of TEN AND NO/100THS----------($10.00)----------DOLLARS and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged,

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto MELIDA RAMIREZ, as her sole and separate property, her address being 823 West Egly, Pharr, Texas 78577 of the County of Hidalgo and State of Texas, all of the following described real property in Hidalgo County, Texas, to-wit:

That portion of land being out of the West 5.0 acres out of the East 10.0 acres of the West 20.0 acres out of Lot 8, Block 47, Alamo Land and Sugar Company Subdivision, Hidalgo County, Texas, being more particularly described by metes and bounds as follows:

Beginning at a point on the north line of Lot 8, for the northwest corner hereof; said corner being located East 330.0 feet along the north line of lot 8, from the northwest corner of said Lot 8;

Thence continuing East 165.0 feet along the north line of lot 9 to a point for the northeast corner hereof;

Thence South 528.0 feet parallel to the west line of lot 8 to a point for the southeast corner hereof; THENCE West 165 feet parallel to the north line of lot 8 to a point for the southwest corner hereof; THENCE North 528.0 feet parallel to the West line of lot 8 to the point of beginning, containing 2.0 acres more or less

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said grantee, her heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, her heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof

EXECUTED this 20th day of June , A.D. 1984

Enrique Medina
ENRIQUE MEDINA SR.
Agripina Medina
AGRIPINA P. MEDINA

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(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF HIDALGO

Before me, the undersigned authority, on this day personally appeared ENRIQUE MEDINA, SR. and wife AGRIPINA P. MEDINA

known to me to be the person S whose name S subscribed to the foregoing instrument, and acknowledged to me that he Y executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 26th day of June A.D. 1984

Belinda Cantu
Notary Public in and for Hidalgo County, Texas.

My commission expires September, 1984.

BELINDA CANTU
(Printed or stamped name of notary)

(SEAL)

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF

Before me, the undersigned authority, on this day personally appeared

known to me to be the person whose name 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 on this the day of , A.D. 19

Notary Public in and for County, Texas.

My commission expires , 19

(Printed or stamped name of notary)

76586

WARRANTY DEED

ENRIQUE MEDINA, SR. and wife
AGRIPINA P. MEDINA

TO

MELIDA RAMIREZ, AS HER SOLE AND
SEPARATE PROPERTY

FILED FOR RECORD
'84 JUL 23 PM 12 2
J. EDGAR RUIZ
COUNTY CLERK
HIDALGO COUNTY, TEX.

PREPARED IN THE LAW OFFICE OF:
BALDEMAR CANO, JR., P.C.
902½ South Cage
Pharr, Texas 78577

PLEASE RETURN TO
Ms. Melida Ramirez
823 West Egly
Pharr, Texas 78577

(Corporate Acknowledgment)

THE STATE OF TEXAS
COUNTY OF

Before me, the undersigned authority, on this day personally appeared
of
a corporation, 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, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the day of , A.D. 19

Notary Public in and for County, Texas.

My commission expires , 19

(Printed or stamped name of notary)

VOL 2010 PAGE 392

NOTICE: Prepared by the State Bar of Texas for use by Lawyers only. Reviewed 1-1-76. To select the proper form, fill in blank spaces, strike out form provisions or insert special terms constitutes the practice of law. No "standard form" can meet all requirements.

76586

WARRANTY DEED

THE STATE OF TEXAS

COUNTY OF HIDALGO } KNOW ALL MEN BY THESE PRESENTS:

That We, ENRIQUE MEDINA, SR., and wife AGRIPINA P. MEDINA, our address being Rt. 1 Box 4311, San Juan, Texas 78589

of the County of Hidalgo and State of Texas for and in consideration of the sum of TEN AND NO/100THS----------($10.00)----------DOLLARS and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged,

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto MELIDA RAMIREZ, as her sole and separate property, her address being 823 West Egly, Pharr, Texas 78577

of the County of Hidalgo and State of Texas, all of the following described real property in Hidalgo County, Texas, to-wit:

That portion of land being out of the West 5.0 acres out of the East 10.0 acres of the West 20.0 acres out of Lot 8, Block 47, Alamo Land and Sugar Company Subdivision, Hidalgo County, Texas, being more particularly described by metes and bounds as follows:

Beginning at a point on the north line of Lot 8, for the northwest corner hereof; said corner being located East 330.0 feet along the north line of lot 8, from the northwest corner of said Lot 8;

Thence continuing East 165.0 feet along the north line of lot 9 to a point for the northeast corner hereof;

Thence South 528.0 feet parallel to the west line of lot 8 to a point for the southeast corner hereof; THENCE West 165 feet parallel to the north line of lot 8 to a point for the southwest corner hereof; THENCE North 528.0 feet parallel to the West line of lot 8 to the point of beginning, contining 2.0 acres more or less

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said grantee, her heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, her heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 20th day of June, A.D. 1984

Enrique Medina
ENRIQUE MEDINA SR.

Agripina Medina
AGRIPINA P. MEDINA

VOL 2010 PAGE 393

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF HIDALGO }

Before me, the undersigned authority, on this day personally appeared ENRIQUE MEDINA, SR. and wife AGRIPINA P. MEDINA

known to me to be the person S whose name S subscribed to the foregoing instrument, and acknowledged to me that he Y executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 20th day of June A.D. 1984

Belinda Cantu
Notary Public in and for Hidalgo County, Texas.
My commission expires September, 1984
BELINDA CANTU
(Printed or stamped name of notary)

(SEAL)

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF }

Before me, the undersigned authority, on this day personally appeared

known to me to be the person whose name 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 on this the day of , A.D. 19

Notary Public in and for County, Texas.
My commission expires , 19
(Printed or stamped name of notary)

76586

WARRANTY DEED

ENRIQUE MEDINA, SR. and wife
AGRIPINA P. MEDINA

TO

MELIDA RAMIREZ, AS HER SOLE AND
SEPARATE PROPERTY

FILED FOR RECORD
'84 JUL 23 PM 12 2
J. EDGAR RUIZ
COUNTY CLERK
HIDALGO COUNTY, TEX.

PREPARED IN THE LAW OFFICE OF:
BALDEMAR CANO, JR., P.C.
902½ South Cage
Pharr, Texas 78577

PLEASE RETURN TO:
Ms. Melida Ramirez
823 West Egly
Pharr, Texas 78577

(Corporate Acknowledgment)

THE STATE OF TEXAS
COUNTY OF }

Before me, the undersigned authority, on this day personally appeared
of
a corporation, 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, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the day of , A.D. 19

Notary Public in and for County, Texas.
My commission expires , 19
(Printed or stamped name of notary)

COUNTY of HIDALGO
Precinct No. 2

Hector "Tito" Palacios
County Commissioner

MEMO

TO: Commissioner's Court

FROM: Jaime Salinas,
Hidalgo County Right of Way Department

TE: August 27, 2012

RE: Minnesota Drainage Project (Parcel # 5)
Gilberto Ramirez

Attached please find letter provide by property owner for above-mentioned project.

Appraised Value:	$ 1,973.00
Settlement Request:	$ 3,223.00
Difference to Landowner	$ 1,250.00

Commissioners Court Executive Session August 27, 2012

Approved; 8/27/12

Not Approved; _____

Administration Office
300 West Hall Acres, Suite G
Pharr, TX 78577
Tel: 956-787-1891 Fax: 956-787-4683

Precinct 2 Shop
301 E. State St.
Pharr, TX 78517

8/27/12

To Whom it may concern;

I received the offer of $1973.00 for the property listed above, and I am not in agreement. I am requesting $3223.00 for the property which I believe is a reasonable settlement. It is a difference of only $1250.00 from your offer of $1973.00

X Billie to Tommy

County: Hidalgo

Eng09.001
September 23, 2011

Ditch: Minnesota Drainage Ditch

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

(EXHIBIT-A)
FIELD NOTES FOR PARCEL -5

Being a 0.071 of an acre of land out of the East 5.00-acres of the East 10.00-acres of the West 20.00-acres of Lot 8, Block 47, Alamo Land and Sugar Company Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas. Said East 5.00-acres of the East 10.00-acres of the West 20.00-acres is vested to Gilberto E. Ramirez and Margil Ponce Ramirez from Gilberto Ramirez and wife Melida Ramirez by virtue of a Partition Agreement dated August 10, 2009, recorded in Document No. 2023914, Official Records of Hidalgo County, Texas. Said 0.071 of an acre of land being more particularly described by metes and bounds as follows;

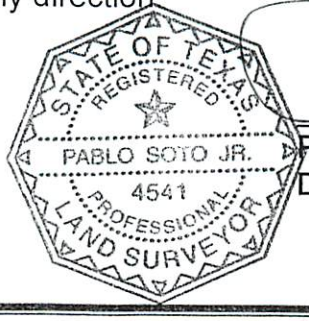
Commencing at the Northwest corner of Lot 8, Block 47, Alamo Land and Sugar Company Subdivision; Thence, South 81 degrees 25 minutes 00 seconds East, with the North line of Lot 8, Block 47, Alamo Land and Sugar Company Subdivision, a distance of 495.00 feet to the Northwest corner of this tract of land and the **POINT OF BEGINNING**;

THENCE, continuing South 81 degrees 25 minutes 00 seconds East, with the North line of said Lot 8, Block 47, a distance of 165.00 feet to the Northeast corner of the East 5.00-acres of the East 10.00-acres of the West 20.00-acre of said Lot 8, Block 47, for the Northeast corner of this tract of land;

THENCE, South 85 degrees 46 minutes 45 seconds West, with the Proposed South Right of Way line of the Minnesota Drainage Ditch, a distance of 169.21 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) for the Southwest corner of this tract of land;

THENCE, North 08 degrees 35 minutes 00 seconds East, parallel to the West line of said Lot 8, Block 47, a distance of 37.50 feet to the **POINT OF BEGINNING** and containing 0.071 of an acre of land of which 0.064 of an acre of land lies within the existing Drainage Ditch and leaving a **Net Taking of 0.007** of an acre of land, more or less.

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



Pablo Soto, Jr. – R.P.L.S. No. 4541
Date: 5/9/12

County: Hidalgo

Eng09.001
September 23, 2011

Ditch: Minnesota Drainage Ditch

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

(EXHIBIT-A)
FIELD NOTES FOR PARCEL -5

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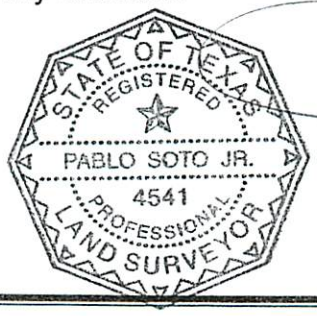
Commencing at the Northwest corner of Lot 8, Block 47, Alamo Land and Sugar Company Subdivision; Thence, South 81 degrees 25 minutes 00 seconds East, with the North line of Lot 8, Block 47, Alamo Land and Sugar Company Subdivision, a distance of 495.00 feet to the Northwest corner of this tract of land and the **POINT OF BEGINNING**;

THENCE, continuing South 81 degrees 25 minutes 00 seconds East, with the North line of said Lot 8, Block 47, a distance of 165.00 feet to the Northeast corner of the East 5.00-acres of the East 10.00-acres of the West 20.00-acre of said Lot 8, Block 47, for the Northeast corner of this tract of land;

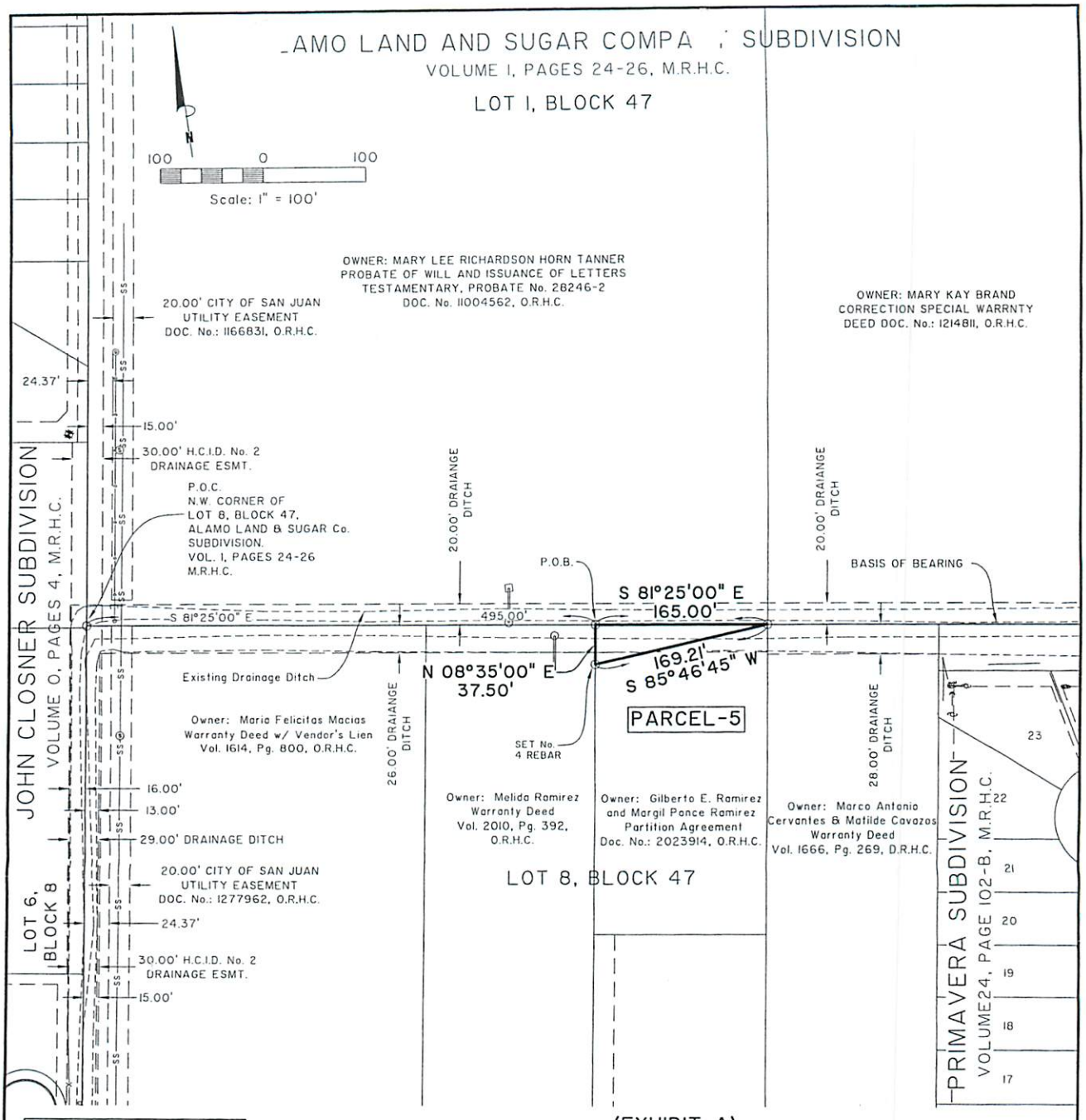
THENCE, South 85 degrees 46 minutes 45 seconds West, with the Proposed South Right of Way line of the Minnesota Drainage Ditch, a distance of 169.21 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) for the Southwest corner of this tract of land;

THENCE, North 08 degrees 35 minutes 00 seconds East, parallel to the West line of said Lot 8, Block 47, a distance of 37.50 feet to the **POINT OF BEGINNING** and containing 0.071 of an acre of land of which 0.064 of an acre of land lies within the existing Drainage Ditch and leaving a **Net Taking of 0.007** of an acre of land, more or less.

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



Pablo Soto, Jr. – R.P.L.S. No. 4541
Date: 5/9/12



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

OWNER:GILBERTO E. RAMIREZ AND MARGIL PONCE RAMIREZ BY VIRTUE OF A PARTITION AGREEMENT DATED AUGUST 10, 2009, RECORDED IN DOCUMENT No. 2023914, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS.

DESCRIPTION: THE EAST 5.00-ACRES OF THE EAST 10.00-ACRES OF THE WEST 20.00-ACRES OF LOT 8, BLOCK 47, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME I, PAGES 24-26, HIDALGO COUNTY,TEXAS.

TOTAL ACREAGE: 1.116-AC.
TO BE ACQUIRED: 0.071-AC.
EXISTING DRAINAGE DITCH: 0.064-AC.
PROPOSED NET TAKING: 0.007-AC.
REMAINDER: 1.045-AC.

DOCUMENT No: _____

(EXHIBIT-A)
PARCEL -5
SURVEY PLAT
OF A 0.071 OF AN ACRE OF LAND OUT OF THE EAST 5.00-ACRES OF THE EAST 10.00-ACRES OF THE WEST 20.00-ACRES OF LOT 8, BLOCK 47, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUMUE I, PAGES 24-26, M.R.H.C.

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

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

GF. No.: 125033

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

PABLO SOTO, JR. - R.P.L.S. No. 4541
Date: 9-23-11 Revised: 5/9/12

JOB No.: ENGOI.009	DATE: SEPT. 23, 2011
DRAWN BY: RG	PAGE: 2 OF 2

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

Form ROW-A-6
(Rev. 11/11)

REAL ESTATE APPRAISAL REPORT
TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property: Northern frontage of Minnesota Road, Located west of Hibiscus Drive, San Juan, Texas.
Property Owner: Gilberto E. Ramirez and Margil Ponce Ramirez
Address of Property Owner: 500 E. Minnesota Road, San Juan, Texas 78589
Occupant's Name: Gilberto E. Ramirez and Margil Ponce Ramirez

District: NA
ROW CSJ: N/A
Parcel: 5
Federal Project No: N/A

Whole: ☐ Partial: ☒ Acquisition
Highway: Minnesota Drain Ditch
County: Hidalgo

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and sulphur. If this acquisition is of less than the whole property, then any special benefits and/or damages to the remainder property must be included in accordance with the laws of Texas.

Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

Certificate of Appraiser

I hereby certify that, it is my opinion the total compensation for the acquisition of the herein described property is $1,973 as of June 6, 2012, based upon my independent appraisal and the exercise of my professional judgment; on February 2, 2012 and June 6, 2012, (date)(s), I personally inspected in the field the property herein appraised; I afforded Gilberto E. Ramirez and Margil Ponce Ramirez , the property owner or the representative (s) of the property owner, the opportunity to accompany me at the time of the inspection. The comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on February 2, 2012, I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the, County of Hidalgo or officials of the Federal Highway Administration until authorized by County officials to do so, or until I am required to do so by due process of law or until I am released from this obligation by having publicly testified to such findings; and, my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

The appraiser has considered access damages in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB18 of the Texas 82nd Regular Legislative Session and finds as follows:

1. Is there a denial of direct access of the parcel? No (yes or no)
2. If so, is the denial of direct access material? N/A (yes, no, or not applicable)
3. The lack of any access denial or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of $0.00.

I certify to the best of my knowledge and belief that the statements of fact contained in this report are true and correct; the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions; I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved; and, my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement other than that due to the physical deterioration within the reasonable control of the owner has been disregarded in estimating the compensation for the property.

Leonel Garza III
Appraiser Signature

State Certified General Real Estate Appraiser – TX 1328375 – General
Certification Number

June 6, 2012
Date

To the best of my knowledge, the value does not include any items which are not compensable under the State law.

District Reviewing Appraiser Date

* A 6 *

Certificate of Appraisal

This appraisal report conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Standards Board of the Appraisal Foundation. The subject property was analyzed utilizing the Cost Approach to value which is a Sales Comparison Approach to the subject as vacant and includes the estimated depreciated market value of real estate improvements and site improvements located within the part to be acquired. This is further explained within each section of the appraisal report.

Client & Intended User

The client for this report is identified as Hidalgo County Right-of-Way under the direction of Precinct No. 2 Honorable Hidalgo County Commissioner Hector "Tito" Palacios and the Texas Department of Transportation, Southern Region. The part to be acquired is for the expansion of an existing drain ditch centrally located between Owassa Road and Minnesota Road. The intended use of the report is to assist Jaime Salinas, Right-of-Way Agent of Hidalgo County, for future negotiations of acquiring a portion of said property as fee simple in the name of the County of Hidalgo, Texas. This report is not intended for any other use, unless specified by the client. The clients have identified that the report shall be a summary appraisal report, which is to conform to the ROW-A-6 Form Rev. 11/2011. The intended user of the report is defined as Hidalgo County Right-of-Way Department, and may include governmental entities which may be participating in the project. Jaime Salinas shall be the project manager for this project under the direction of Honorable Hector "Tito" Palacios, County Commissioner of Precinct No. 2. Mr. Salinas has a local office located at 301 E. State Street, Pharr, Texas and can be contacted at (956) 283-8134.

Scope of the Assignment

By work order number 674046 dated April 19, 2012 on behalf of the Hidalgo County Right-of-Way Department and Hidalgo County Precinct No. 2, requested for Leonel Garza Jr. & Associates LLC to prepare an appraisal report of the part to be acquired as described by survey and metes and bounds created by R. Gutierrez Engineering Corporation located at 317 East Park Avenue, Pharr, Texas dated May 9, 2012. A report on this property was previously done in 2012, however, the survey of the part to be acquired has been updated. The scope of the assignment is to appraise the area as fee simple in its present "as is condition" subject to governmental regulation, and in terms of a cash transaction. In addition, the scope is requiring the appraiser to make the extraordinary condition that the subject property is free from contamination of which could affect the overall market value of the subject property as a whole and the part to be acquired. The property owner shall be sent a letter of intent to inspect the subject property and offer any additional inspections on-site and in the presence of the owner(s) and or owner(s) representative (as requested in writing). In the event access is not granted to enter the subject area, the appraiser is to proceed off-site along existing road right-of-way as indicated by survey. The scope of the assignment requires that comparable market sales within the area be identified and analyzed for comparability and for their reliability in determining the estimated market value of the subject property. The sales have been collected, confirmed and analyzed with respect to comparability to the subject property. These comparable sales were gathered through various sources which included the Greater McAllen Multiple Listing Service, local Realtors & Brokers, Real Estate Appraisers, and conversations with various owners along the project. Listings along Minnesota Road, Owassa Road, and the surrounding market area were also reviewed in order to determine the current market asking prices for property along the project. The appraisal report shall indicate the current market value of the subject property as per date of on-site and or off-site inspection without project influence as indicated by scope. The inspection is limited by the permissibility of the subject owner as per date of report. In the event an on-site inspection was not permitted, the appraiser continued the inspection off-site along existing road right of way. The property owner shall always reserve the right for a re-inspection of the subject parcel at a later date if requested in writing.

Purpose of the Appraisal Report

This appraisal is prepared for the purpose of estimating the current market value of the fee simple estate of the subject property in order to determine the value of the proposed right-of-way to be acquired in the name of the County of Hidalgo. This appraisal does not include any enhancement in value resulting from items of intangible personal property such as marketing and management skill, an assembled work force, working capital, trade names, franchises, patents, trademarks, contracts, leases (mineral and or ground lease), or operating agreements and project influence (if any exist). The area to be acquired may contain personal property items which are not compensable and or may be handled through negotiations. These items deemed compensable shall be included within the body of the report and itemized for clarity by the appraiser. Any improvements not located within the part to be acquired and outside of the permissibility of inspection as defined by the subject owner, shall be given a stated value based on the assessment established by the corresponding Appraisal District and or by off-site estimation by appraiser, as they are not affected by the acquisition.

Property Rights Appraised

The property rights being appraised in this report consist of the fee simple estate of the subject property. Fee Simple Estate is defined by the Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 113, by the Appraisal Institute as being: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat." As per scope of the assignment, this is the manor of which the subject property shall be appraised for purposes of this report. If there are any questions or concerns as to this definition of fee simple estate, please feel free to contact Leonel Garza III at (956) 687-7295 or leonel3@garza-associates.com for further explanation.

Accessibility

As per scope of the assignment, the subject property shall be inspected in order to verify any and all improvements affected by the part to be acquired. In the event the remainder after the acquisition is affected by the proposed acquisition, the remainder shall be inspected in order to determine damages (diminution) to market value if any exist. The property owner of record shall be sent a letter of intent to inspect and offer the opportunity for an on-site inspection in the presence of the appraiser, Leonel Garza III. A copy of the certified letter is located within the addenda of this report. The property owner shall always reserve the right to contact the office of Leonel Garza Jr. & Associates LLC (956) 687-7295 or leonel3@garza-associates.com, after the date of inspection for an additional on-site inspection in their presence with appraiser, Leonel Garza III.

Analysis of Subject As A Whole

A survey of the property owners entire tract was not performed as the part to be acquired incorporates a portion of land located along the northern property line north of the northern frontage of Minnesota Road. As per scope of the assignment, the subject property shall be analyzed based on the combined information of several sources including, the survey provided, on-site and or off-site inspection, personal interviews, and information gathered from the local appraisal district. The property was analyzed based on the whole property less any existing road right-of-way. Based on the inspection of the subject property and the evaluation of the subject as a whole, the remainder shall not be affected by the part to be acquired and therefore shall not be included within the valuation of this report.

Economic Unit Analysis

During the analysis of the subject property it was determined that the overall land area of 1.116 shall be utilized as the economic unit of the subject property for the analysis of the part to be acquired. This land area is indicative of the market trends within the immediate area and shall be utilized for the direct sales comparison approach to value in order to determine the current market value of the whole. Once the unit rate for the subject is established, a pro-rata part of the whole is applied the determination of the part to be acquired. The comparable sales used for the analysis of the subject property as whole and as the partial acquisition were indicated to have an economic unit range of 10.00 acres to 21.09 acres.

Part To Be Acquired

The proposed acquisition is comprised of fee land in which the net land area to be acquired is 0.071 acres (3,093 square feet). The part to be acquired is encumbered by a 0.064 acre drainage ditch easement, leaving a net 0.007 acre (305 square feet) of land. The proposed acquisition has approximately 165' lineal feet of frontage along the northern property line of the subject property. The proposed acquisition, which is the subject of this report, shall be evaluated as a whole as determined by the approaches to market value selected. The subject shall be valued based on the highest and best use for single family residential development. This use is based on the local market trends along Minnesota Road and Owassa Road. This highest and best use is further explained on page 3.1 of this report.

To Be Acquired	**0.071**	**Acres**
	3,093	**Square Feet**

Legal Description: Part To Be Acquired

Being a 0.071 of an acre of land out of the East 5.00 acres of the East 10.00 acres of the West 20.00 acres of Lot 8, Block 47, Alamo Land Sugar Company Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas.

Remainder Before and After Acquisition

The remainder, before and after the acquisition, is defined as the partial acquisition subtracted from the whole property which is described as the subject property. It is determined at the time of appraisal whether or not damages to the remainder are caused by the proposed part to be acquired. The highest and best use of the subject property before and after the proposed partial acquisition is analyzed to determine whether or not the use of the subject property will be altered as a result of the proposed part to be acquired.

Property Tax Data

According to the information provided by the Hidalgo County Appraisal District located at located at 4405 S. Professional Dr., Edinburg, Texas and accessed via internet www.hidalgoad.org. The subject property was indicated to be under the ownership of Margil Ponce Ramirez. This was found under the tax account A1800-00-047-0008-06.

OWNER OF RECORD	Margil Ponce Ramirez
PROPERTY TAX IDENTIFICATION NO.	539550
IMPROVEMENT VALUE	$69,688
LAND VALUE	$39,501
ASSESSED VALUE	$109,189
EXEMPTIONS	HS

General Site Assessment Statement

This appraiser has made an off-site inspection of the subject property, and no obvious adverse environmental concerns or potentially hazardous materials were observed. This appraiser is not qualified to make a detailed environmental study and highly recommends that an inspection be made by a qualified environmental engineer if any environmental concerns exist. Leonel Garza Jr. & Associates LLC has performed this appraisal report under the hypothetical condition and extraordinary assumption that the subject property has not experienced any adverse environmental concerns which may influence its marketability and or value. The extraordinary assumption is that neither adverse easements nor encroachments are located within the subject property which would affect the value of the whole. The subject property was observed to be generally level and typical of the surrounding market area. No severe low lying areas were observed, however, this appraiser is not an engineer and cannot certify to the topography or drainage of the subject property. Further research through the FEMA Mapping Service indicated the subject property is located within a flood prone area designated as Zone "AH" as indicated by FEMA Panel No. 4803340425C.

Utility Services Available

The subject property is located in a region, which contains, water, electricity, cable, and phone service, which is typical of the market area. As per the Utilities Department of San Juan, municipal water lines are located along Minnesota Road. These lines are located along Minnesota Road from Raul Longoria Road to Primavera Subdivision, which marks the current City of San Juan city limits. The land east of Primavera Subdivision is within the City of San Juan's Extra Territorial Jurisdiction (ETJ), however water is supplied by North Alamo Water Supply. The client, as per previous agreement with the public utility provider, informed the appraiser that all private utilities will be relocated, if affected by the part to be acquired and all necessary reconnections will be the responsibility of the utility provider. As such said relocation and reconnection cost shall not be included in the valuation of the part to be acquired.

Identification of Personal Property

As per scope of the assignment, no personal property located within the proposed right-of-way and the remainder before and after the acquisition shall be included for compensation, unless it was determined by the appraiser that these item shall be affected or damaged by the proposed acquisition. In the event the selected items are determined to be compensable, then they shall be included within the cost approach section of this report. A value which shall be either the cost to cure and or the cost of replacement shall be delineated for each item for clarity.

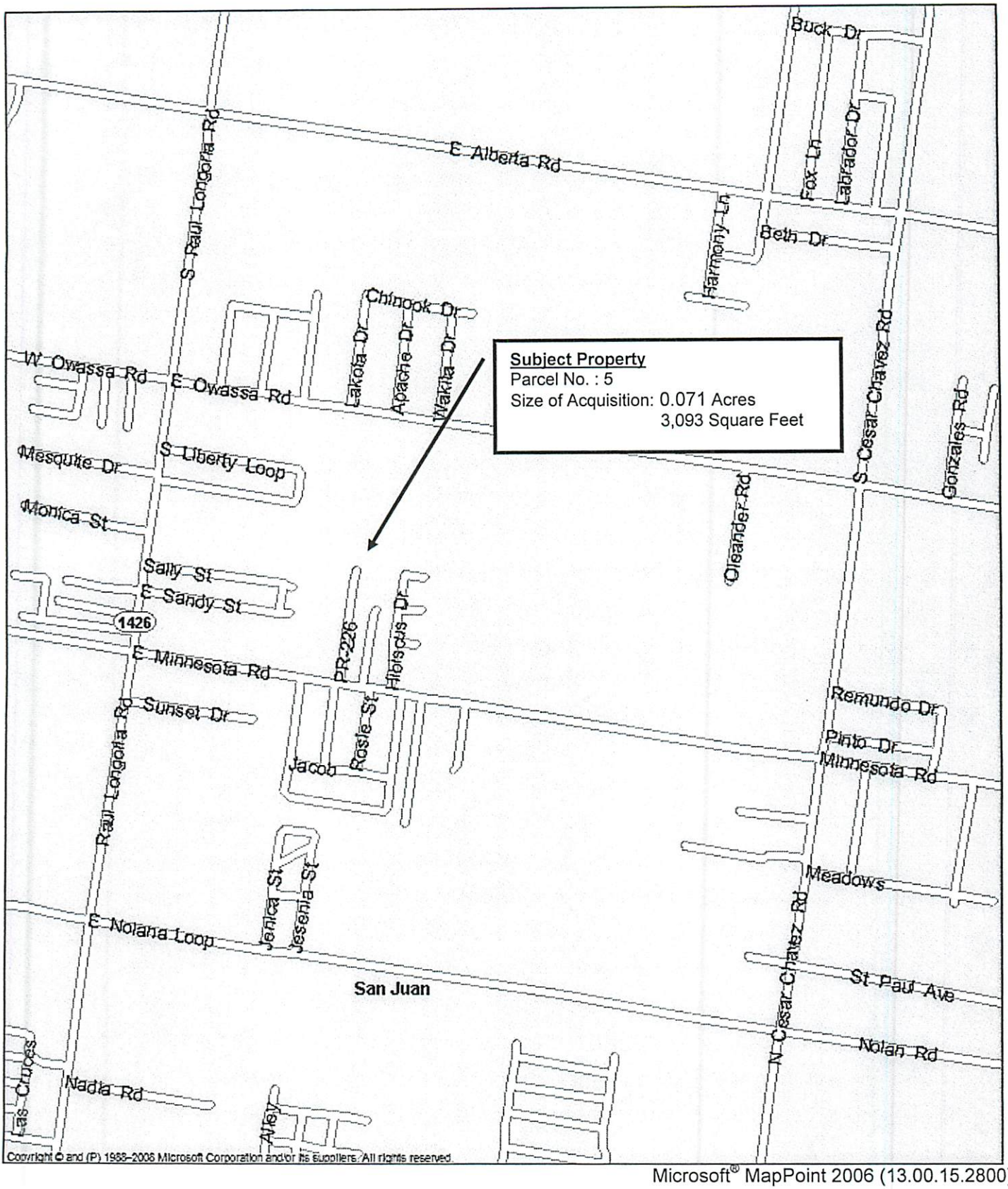
Current Listing Status

Based on the off-site inspection of the subject property no visible "For Sale" signs were located on-site indicated the subject property listed for sale. Additional research was conducted with local Realtor's® Multiple Listing Services and the subject property was not listed.

Exposure Time

Exposure time is defined as the "length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal." Based on research performed within the market area, an indicated twelve (12) month exposure time is indicated for the subject property. This was estimated based on current and past listings located within the market area which were reviewed during our sales search for comparables similar to the subject property.

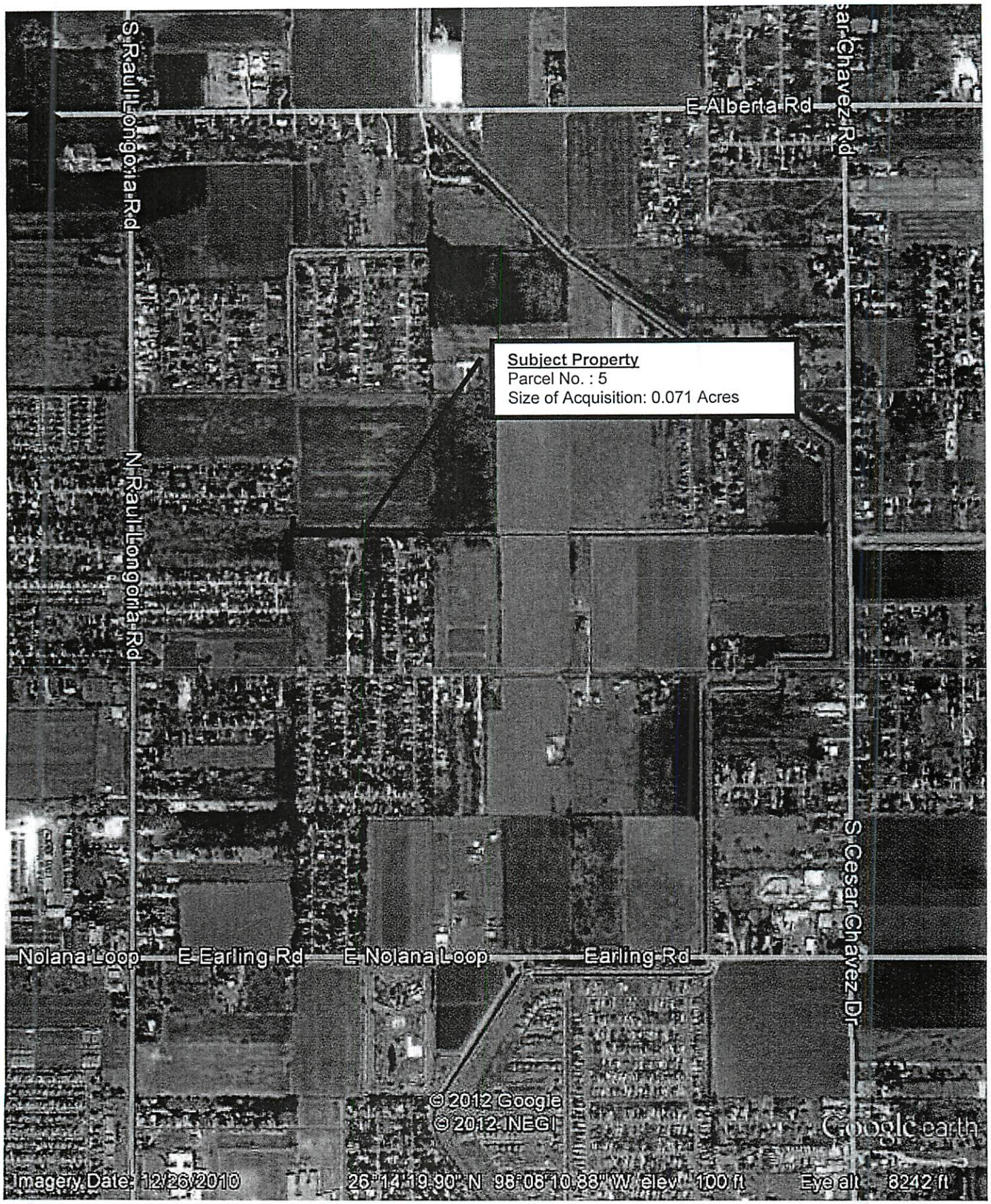
LOCATION MAP OF SUBJECT PROPERTY



Microsoft® MapPoint 2006 (13.00.15.2800)

AERIAL PHOTOGRAPH OF SUBJECT PROPERTY

Google Earth



AERIAL PHOTOGRAPH OF PART TO BE ACQUIRED

Google Earth (Closer View of Subject Property)

NOTE: THE PART TO BE ACQUIRED IS ESTIMATED AND DEPICTED BY THE YELLOW DASHED LINE. COMPLETE SURVEY OF SUBJECT AS A WHOLE WAS NOT PROVIDED BY R. GUTIERREZ ENGINEERING CORPORATION AND IS ESTIMATED BASED ON INFORMATION GATHERED DURING THE INSPECTION OF THE SUBJECT PROPERTY OR THE HIDALGO COUNTY APPRAISAL DISTRICT.

FIELD NOTES OF PART TO BE ACQUIRED (Page 1 of 2)

County: Hidalgo

Eng09.001
September 23, 2011

Ditch: Minnesota Drainage Ditch

Sheet 1 of 2

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

(EXHIBIT-A)
FIELD NOTES FOR PARCEL -5

Being a 0.071 of an acre of land out of the East 5.00-acres of the East 10.00-acres of the West 20.00-acres of Lot 8, Block 47, Alamo Land and Sugar Company Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas. Said East 5.00-acres of the East 10.00-acres of the West 20.00-acres is vested to Gilberto E. Ramirez and Margil Ponce Ramirez from Gilberto Ramirez and wife Melida Ramirez by virtue of a Partition Agreement dated August 10, 2009, recorded in Document No. 2023914, Official Records of Hidalgo County, Texas. Said 0.071 of an acre of land being more particularly described by metes and bounds as follows;

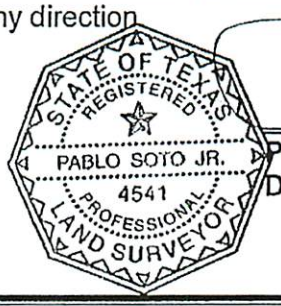
Commencing at the Northwest corner of Lot 8, Block 47, Alamo Land and Sugar Company Subdivision; Thence, South 81 degrees 25 minutes 00 seconds East, with the North line of Lot 8, Block 47, Alamo Land and Sugar Company Subdivision, a distance of 495.00 feet to the Northwest corner of this tract of land and the **POINT OF BEGINNING**;

THENCE, continuing South 81 degrees 25 minutes 00 seconds East, with the North line of said Lot 8, Block 47, a distance of 165.00 feet to the Northeast corner of the East 5.00-acres of the East 10.00-acres of the West 20.00-acre of said Lot 8, Block 47, for the Northeast corner of this tract of land;

THENCE, South 85 degrees 46 minutes 45 seconds West, with the Proposed South Right of Way line of the Minnesota Drainage Ditch, a distance of 169.21 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) for the Southwest corner of this tract of land;

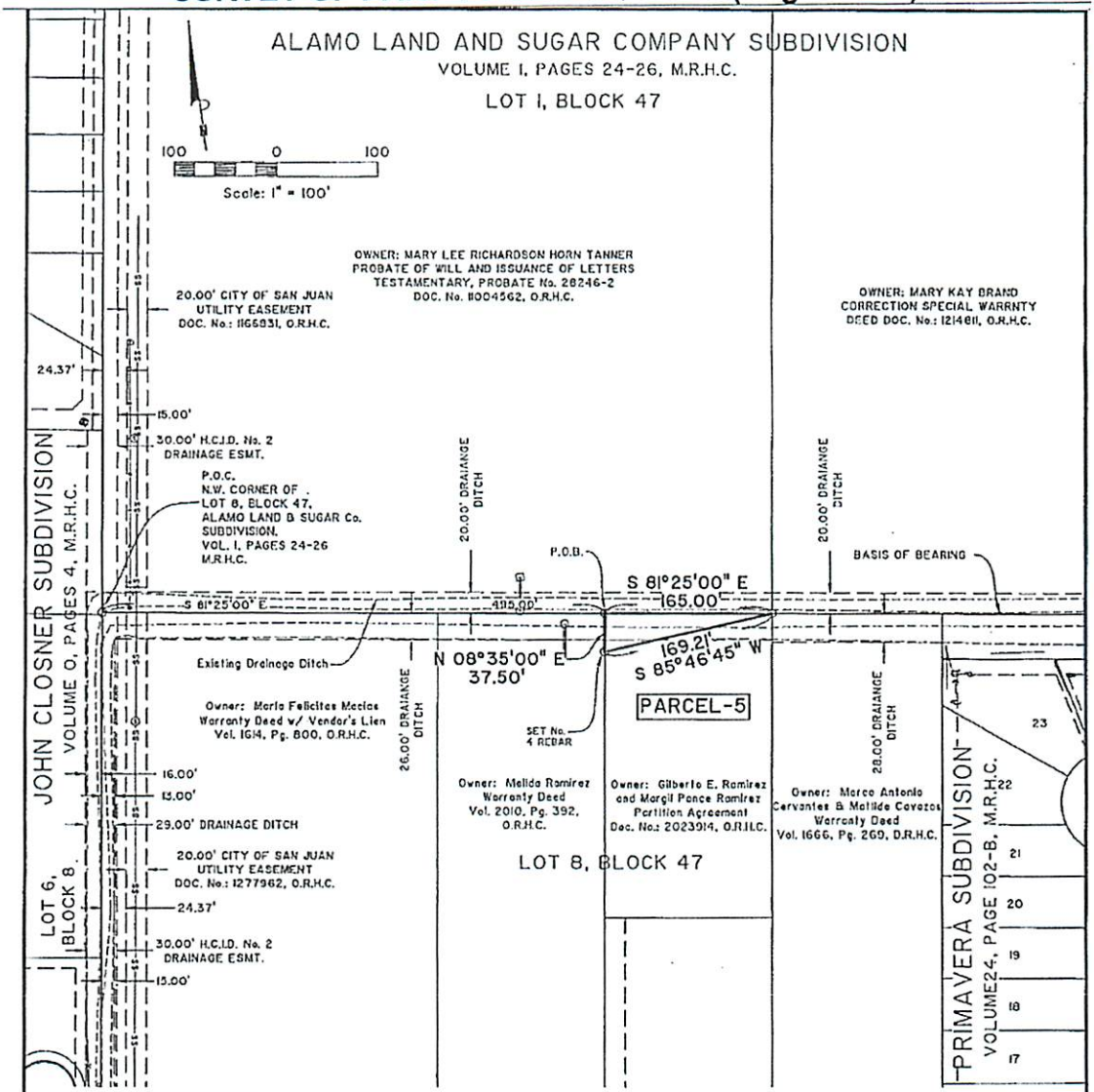
THENCE, North 08 degrees 35 minutes 00 seconds East, parallel to the West line of said Lot 8, Block 47, a distance of 37.50 feet to the **POINT OF BEGINNING** and containing 0.071 of an acre of land of which 0.064 of an acre of land lies within the existing Drainage Ditch and leaving a **Net Taking of 0.007** of an acre of land, more or less.

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



Pablo Soto, Jr. – R.P.L.S. No. 4541
Date: 5/9/12

SURVEY OF PART TO BE ACQUIRED (Page 2 of 2)



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

OWNER:GILBERTO E. RAMIREZ AND MARGIL PONCE RAMIREZ BY VIRTUE OF A PARTITION AGREEMENT DATED AUGUST 10, 2009, RECORDED IN DOCUMENT No. 2023914, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS.

DESCRIPTION: THE EAST 5.00-ACRES OF THE EAST 10.00-ACRES OF THE WEST 20.00-ACRES OF LOT 8, BLOCK 47, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME I, PAGES 24-26, HIDALGO COUNTY,TEXAS.

TOTAL ACREAGE: 1.116-AC.
TO BE ACQUIRED: 0.071-AC.
EXISTING DRAINAGE DITCH: 0.064-AC.
PROPOSED NET TAKING: 0.007-AC.
REMAINDER: 1.045-AC.

DOCUMENT No: _____

(EXHIBIT-A)
PARCEL -5
SURVEY PLAT
OF A 0.071 OF AN ACRE OF LAND
OUT OF THE EAST 5.00-ACRES OF THE
EAST 10.00-ACRES OF THE WEST 20.00-ACRES
OF LOT 8, BLOCK 47,
ALAMO LAND AND SUGAR COMPANY
SUBDIVISION,
HIDALGO COUNTY, TEXAS,
AS PER MAP RECORDED IN
VOLUMUE I, PAGES 24-26, M.R.H.C.

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

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

GF. No.: 125033

PABLO SOTO, JR. R.P.L.S. No. 4541
Date: 9-23-11 Revised: 5/9/12

R. Gutierrez Engineering Corporation

Professional Engineers & Land Surveyors

130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
ENGINEERING FIRM No. 486 • SURVEYING FIRM No.: 101650-00

JOB No.: ENGOL009	DATE: SEPT. 23, 2011
DRAWN BY: RG	PAGE: 2 OF 2

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

Yellow Highlighted Area = Proposed Right of Way

PHOTOGRAPHS OF SUBJECT PROPERTY

Include Each Major Improvements

Parcel No.: 5

Local Address:. Northern frontage of Minnesota Road, Located west of Hibiscus Drive, San Juan, Texas.

Date Taken: February 2, 2012

Taken By: Leonel Garza III

Point which taken: Photo 1: Minnesota Road
Point which taken: Photo 2: Existing Drainage ROW

Looking: Photo 1: Northern View
Looking: Photo 2: Eastern View

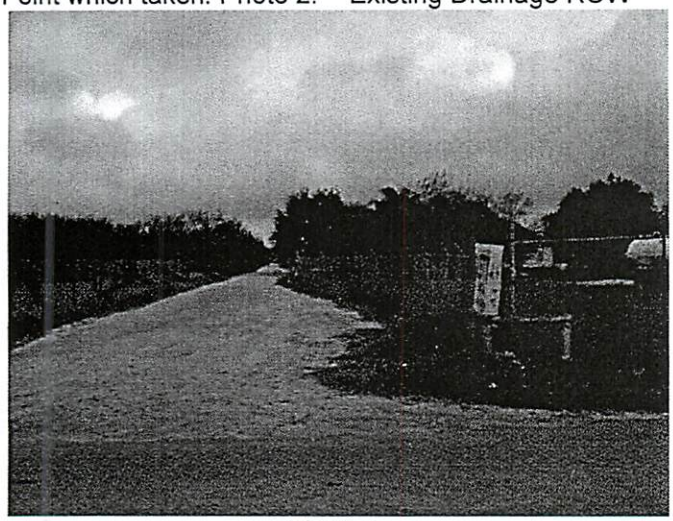


Photo 1
Northern view of the entrance to subject property. The property is located at the end of a gated road.

Photo 2
Eastern view of the part to be acquired.

Point which taken: Photo 3: Existing Drainage ROW
Point which taken: Photo 4: Minnesota Road ROW

Looking: Photo 3: Western View
Looking: Photo 4: Eastern View

Photo 3
Western view of part to be acquired.

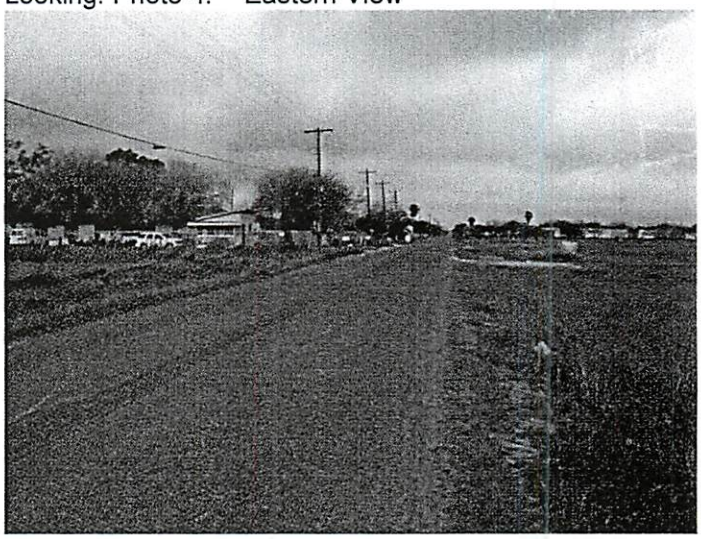


Photo 4
Eastern view of Minnesota Road.

DESCRIPTION OF PROPERTY:

The subject property is a 1.116 acre residential use tract of land located along the northern frontage of Minnesota Road in Hidalgo County, Texas. The subject property improvements are based on off-site inspection and information gathered from the Hidalgo County Appraisal District. The subject property is located in an area of the county of which contains potable water services, electrical and phone service available. The property is level and typical of the market area. According to the FEMA Mapping Service Panel No. 4803340425C the property is located in an area indicated as Flood Zone "AH". The area to be acquired was surveyed by R. Gutierrez Engineering Corporation on September 23, 2011 and revised on May 9, 2012 of which indicates the part to be acquired is approximately 0.071 acres. The part to be acquired includes 0.064 acres which are located within a 20.00' private drainage ditch along the northern property line of the subject. The part to be acquired is owned in fee simple of which no easements were indicated by survey. Therefore, the part to be acquired shall be valued at 100% of market value as indicated from the direct sales comparison approach. This value shall be utilized in the negotiations for purchase of said proposed right-of-way in the name of the County of Hidalgo.

AREA OR NEIGHBORHOOD ANALYSIS:

The subject neighborhood along Minnesota Road and Owassa Road is a mixture of single family homes, single family residential developments and agricultural use. Located west of the project is Raul Longoria Road, a major thoroughfare within the City of San Juan for northern and southern traffic. Development along the frontage of Raul Longoria is primarily utilized for "C-2" General Business as indicated by the current City of San Juan Zoning Map. Land area to the east and west of Raul Longoria Road along neighboring thoroughfares are being developed into "R-S" Single Family Residential Districts. Other zoning district in the immediate market area includes the southern frontage of Owassa Road, from Raul Longoria to Cesar Chavez Road to be zoned for a both "R-MH" Manufactured Home District and "R-S" Single Family Residential Districts. Several properties along Owassa Road and Minnesota Road have sold recently and area being held for future residential development. Leonel Garza Jr. & Associates LLC has inspected the market area along several roadways including Owassa Road and Minnesota Road, and has found that the market contains stable growth. It is recognized that the Lower Rio Grande Valley has experiences a downturn in the overall market and marketability of vacant land for development over the past (3) three years.

SITE ANALYSIS:

Five Year Sales History:

During the course of the appraisal, it was determined via the Hidalgo County Appraisal District that the subject property is being assessed under the ownership of Gilberto E. Ramirez and Margil Ponce Ramirez. The property was transferred from Gilberto Ramirez and Melida Ramirez (Grantor) to Gilberto E. Ramirez and Margil Ponce Ramirez (Grantee) on August 10, 2009. This information was verified with title information provided by the client. A copy of the Hidalgo County Appraisal District card is located in the Addenda of this report.

Legal Description: [Whole Property]

The East 5.00 acres of the East 10.00 acres of the West 20.00 acres of Lot 8, Block 47, Alamo Land and Sugar Company Subdivision, as per map recorded in Volume1, Pages 24-26, Map Records of Hidalgo County, Texas.

Legal Description: [Part To Be Acquired]

Being a 0.071 of an acre of land out of the East 5.00 acres of the East 10.00 acre of the West 20.00 acres of Lot 8, Block 47, Alamo Land Sugar Company Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas.

Improvements:

During the off-site inspection of the subject property no building improvements were indicated within the part to be acquired, therefore, no damages were indicated. In the event that structural or site improvements are located within the proposed acquisition, those improvements would be itemized on page 5.0 of this report. Site improvements are valued based on their depreciated cost value at the time of appraisal. In the event structural or site improvements must be re-established within the remainder, a cost to cure shall apply and be added to the compensation of the part to be acquired. In addition, any utilities located within the acquisition area shall be relocated as an item of construction and shall not be included within the compensation of the subject property.

Highest & Best Use Analysis:

The subject's highest and best use as if vacant and as improved is indicated for residential development use. This type of use is concurrent with the recent trends located along Minnesota Road within Hidalgo County, Texas. This highest and best use is based on the determined economic unit of the subject property as whole which is being acquired in the name of the County of Hidalgo. When a property is evaluated, the highest and best use must always be considered. In the current case, the highest and best use of the whole is determined to be for residential developmental use based on several factors. Factors taken into consideration are defined by The Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 135, by the Appraisal Institute as being: "The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and there results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity." The scope of the assignment is to evaluate the subject property as a whole, part to be acquired, and the remainder before and after the acquisition, while excluding project influence as required by the Texas Department of Transportation and is reported under the conditions set forth by Standards Rule 1-4(f) under the Jurisdictional Exception provision as defined by the Uniform Standards of Professional Appraisal Practice (USPAP).

VALUATION OF PART TO BE ACQUIRED

LAND VALUATION
Representative Comparable Sales

	Subject	Comp. No. 1		Comp. No. 2		Comp. No. 3	
Grantor	Gilberto Ramirez and Melida Ramirez	Alamo Heights, LTD		Alamo Heights, LTD		Alamo Heights, LTD	
Grantee	Gilberto E. Ramirez and Margil Ponce Ramirez	Solorganics, LLC.		Laura Lilia Lubin		Propilusion Investments, LLC	
Date	August 10, 2009	February 28, 2011		September 7, 2010		June 10, 2010	
Sales Price	$ -	$ 125,000		$ 300,000		$ 300,000	
Unit Price	$ - / Acre	$ 12,500	/ Acre	$ 14,225	/ Acre	$ 15,000	/ Acre
Conditions of Sale	Cash To Seller	Similar	0%	Similar	0%	Similar	0%
Relative Location	Average	Similar	0%	Similar	0%	Similar	0%
Lot Location	Interior Tract	Similar	0%	Similar	0%	Similar	0%
Market Conditions	Average	Similar	0%	Similar	0%	Similar	0%
Physical Characteristics	Typical of Market	Similar	0%	Similar	0%	Similar	0%
Financing	Conventional	Similar	0%	Similar	0%	Similar	0%
Available Utilities	All Utilities Available	Similar	0%	Similar	0%	Similar	0%
Frontage	North of Minnesota Road	Minnesota Road, West of Cesar Chavez Road.	0%	Owassa Road, West of Cesar Chavez Road.	0%	Minnesota Road, West of Cesar Chavez Road.	0%
Size of Tract (Acre)	1.116 Acre	10.00 Ac	0%	21.090 Ac	0%	20.00 Ac	0%
Net Adjustments			0%		0%		0%
Indicated Unit Value		$ 12,500	/ Acre	$ 14,225	/ Acre	$ 15,000	/ Acre

Estimated Unit Value of Fee Simple Area $ **15,000 / Acre**

Estimated Value by Sales Comparison Approach **(0.071 Acres x $15,000/Acre)** $ **1,065**
(Includes Part To Be Acquired Only)- Fee Land

ROW-A-5S
(Rev. 11/11)
Page 1 of 3

COMPARABLE DATA SUPPLEMENT

District: Pharr | Parcel No.: 5 | Highway: Minnesota Drain Ditch
County: Hidalgo | ROW CSJ: N/A

Land Sale ☒ Improved Sale ☐ Rental Data ☐

Grantor/Lessor: Alamo Heights, LTD. Grantee/Lessee: Solorganics, LLC.

Date: February 28, 2011 Recording Information: Document No. 2188730 Key Map: N/A

Address: Located along the southern side of Minnesota Road, west of Cesar Chavez Road, San Juan, Texas Zip Code: 78589

Legal Description: The east one-half ½ of Lot 7, Block 47, Alamo Land and Sugar Company Subdivision, hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Page 24 and 26, Map Records, Hidalgo County, Texas.

Confirmed Price: $ 125,000 Verified with: MLS# A136429s

Terms and Conditions of Sale: Cash To Seller

Rental Data: N/A

Land Size: 10.00 Acres Unit Price: $ 12,500 per acre

Type Street: Asphalt Paved – Minnesota Road Utilities: All Utilities Available

Improvement(s) Description: None

Improvement(s) Size: N/A (GBA): N/A (NRA): N/A Unit Price as Improved $: N/A

Condition and Functional Design: N/A

Current Use: Vacant –Agricultural Row Crop Highest & Best Use: Single Family Residential Development

Date of Inspection: January 26, 2012 Zoning: N/A Flood Plain: Zone "AH"

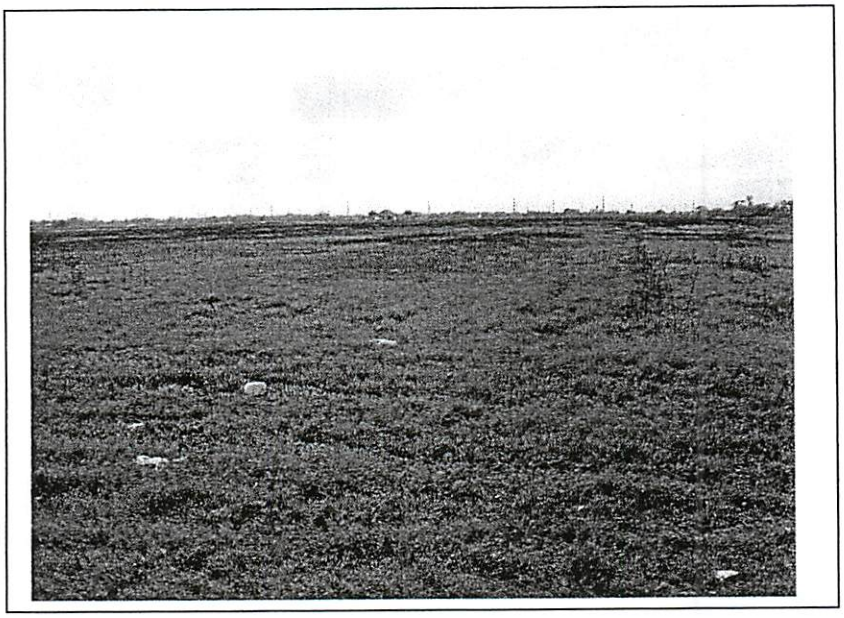
Attach additional information as necessary.

Appraiser: Leonel Garza III June 6, 2012
(Typed, not signed) Date

COMPARABLE DATA SUPPLEMENT

District: Pharr | Parcel No.: 5 | Highway: Minnesota Drain Ditch
County: Hidalgo | ROW CSJ: N/A

Land Sale ☒ Improved Sale ☐ Rental Data ☐



Grantor/Lessor: Alamo Heights, LTD. Grantee/Lessee: Laura Lilian Lubin

Date: September 7, 2010 Recording Information: Document No. 2141729 Key Map: N/A

Address: Located along the southern side of Owassa Road, west of Cesar Chavez Road, San Juan, Texas Zip Code: 78589

Legal Description: The east one-half ½ of Lot 2, Block 47, Alamo Land and Sugar Company Subdivision, hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Page 24 and 26, Map Records, Hidalgo County, Texas.

Confirmed Price $: 300,000 Verified with: MLS# A136423 & A136421

Terms and Conditions of Sale: Cash To Seller

Rental Data: N/A

Land Size: Acres 21.09 (Gross) / 918,680 Square Foot Unit Price as Vacant: $14,225 per acre

Type Street: Asphalt Paved – Owassa Road Utilities: All Available

Improvement(s) Description: N/A

Improvement(s) Size: N/A (GBA): N/A (NRA): N/A Unit Price as Improved $: N/A

Condition and Functional Design: N/A

Current Use: Vacant –Agricultural Row Cropping Highest & Best Use: Single Family Residential Development

Date of Inspection: January 26, 2012 Zoning: N/A Flood Plain: Zone "AH"

Attach additional information as necessary.

Appraiser: Leonel Garza III June 6, 2012
(Typed, not signed) Date

COMPARABLE DATA SUPPLEMENT

District: Pharr | Parcel No.: 5 | Highway: Minnesota Drain Ditch
County: Hidalgo | ROW CSJ: N/A

Land Sale ☒ Improved Sale ☐ Rental Data ☐

Grantor/Lessor: Alamo Heights, LTD. Grantee/Lessee: Propilusion Investments, LLC.

Date: June 10, 2010 Recording Information: Document No. 2119853 Key Map: N/A

Address: Located along the northern side of Minnesota Road, west of Cesar Chavez Road, San Juan, Texas Zip Code: 78589

Legal Description: The east one-half ½ of Lot 7, Block 47, Alamo Land and Sugar Company Subdivision, hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Page 24 and 26, Map Records, Hidalgo County, Texas.

Confirmed Price $: 300,000 Verified with: MLS# A136426 & A136424

Terms and Conditions of Sale: Cash To Seller

Rental Data: N/A

Land Size: Acres 20.00 (Gross) / 871,200 Square Foot Unit Price as Vacant: $15,000 per acre

Type Street: Asphalt Paved – Minnesota Road Utilities: All Available

Improvement(s) Description: N/A

Improvement(s) Size: N/A (GBA): N/A (NRA): N/A Unit Price as Improved $: N/A

Condition and Functional Design: N/A

Current Use: Vacant –Agricultural Row Cropping Highest & Best Use: Single Family Residential Development

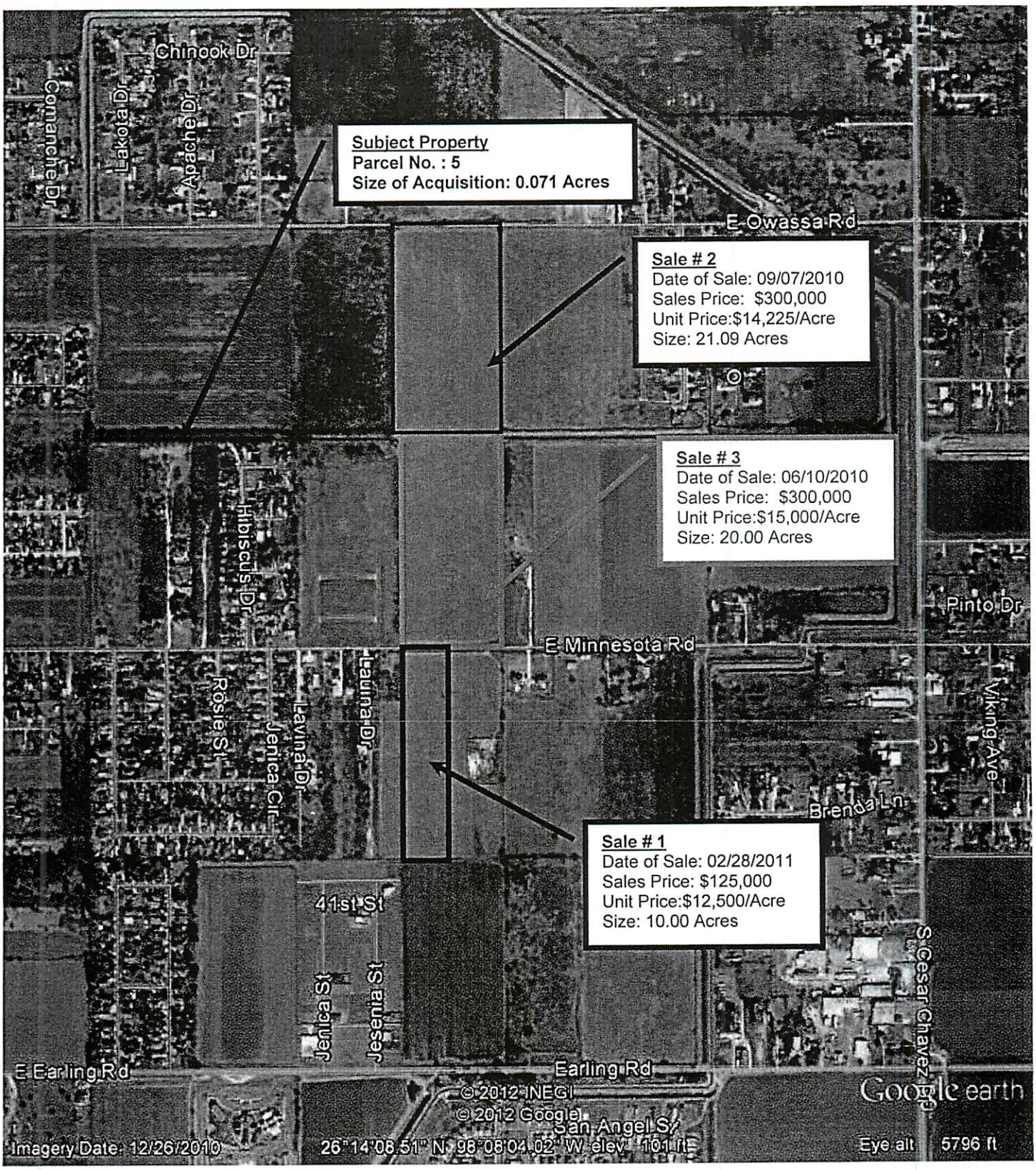
Date of Inspection: January 26, 2012 Zoning: N/A Flood Plain: Zone "AH"

Attach additional information as necessary.

The subject property is a vacant tract of land located along the northern side of Minnesota Road, east of Raul Longoria. The subject property is indicated to be the east half of Lot 7. The subject property dimensions are approximately ±695 lf x ±1,320 lf, with ±695 lineal feet of frontage along Minnesota Road.

Appraiser: Leonel Garza III June 6, 2012
(Typed, not signed) Date

COMPARABLE SALES MAP (Subject Property)



Explanation of Adjustments with Reconciliation:

During the analysis of the acquisition area, the value for the subject property as a whole or economic unit was determined. This determination of market value is utilized for the valuation of the proposed acquisition which is a pro-rata part of the whole. The local market and extended market was searched for comparable sales of which contained similar frontage along Minnesota Road, Owassa Road and other similar and intersecting thoroughfares. Each of the sales utilized are located within the market area and are the most comparable located in the market place of which all information pertinent to the transaction could be verified. Several sales were located within this parameter of which had occurred within the past four years. Three sales were selected which were the most comparable to the subject property and required the least number of adjustments. The following three comparable sales were reviewed for location, available utilities, financing, site utility, topography and other factors of which the real estate market shall recognized for the purchase of said tracts. Due to the similarity of the comparables to the subject property, no adjustments to the indicated unit price were indicated for each of the comparable sales. An unadjusted unit range of market value of $12,500 per acre to $15,000 per acre was indicated for the subject property as fee simple. Based on the existing developments and surrounding land use within the immediate market area, a unit value near the upper end of the adjusted range was selected, $15,000 per acre. Based on this unit rate, the part to be acquired is calculated as follows:

0.071 Acres x $15,000 / Acre = $1,065.00

ESTIMATED VALUE OF ACQUISITION

Land:	0.071 Acres	@	$ 15,000	Per Acre (As Fee Simple)	$	1,065

Improvements:		
Box Wire Fencing (310 lineal Feet @ $5.50 / lineal foot) @ 50% Depreciation	$	853
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
Total Improvements	$	853

TOTAL ESTIMATED VALUE	$	1,918
COST TO CURE	$	55
TOTAL COMPENSATION	$	1,973

Explanation of Cost to Cure:
The part to be acquired contained several site improvements, which were valued based on their existing depreciated contributory value to the subject property. However, replacement of the existing improvement in order to retain the same utility, shall require a cost to cure valuation in order to compensate the subject owner for the actual cost of the items which have been depreciated within the taking. Located within the proposed acquisition was 310' lineal feet of Box Wire Fencing; however, after the take 165' lineal feet of Box Wire Fencing will need to be replaced. The cost to cure shall be included to compensate the owner for the difference of the existing market value of the site improvements and the cost new for the proposed frontage as described below:

Cost To Cure Item	Units	Price Per Unit	Cost New	Compensated Depreciated Value	Cost to Cure Value
Box Wire Fencing	165	$ 5.50	$ 908	$ 853	$ 55
		$ -	$ -		$ -
		$ -	$ -		$ -
		$ -	$ -		$ -
			Total Cost to Cure		$ 55

Source of Cost Schedule: Marshall Valuation Service created by Marshall & Swift, Section 66, Page 5

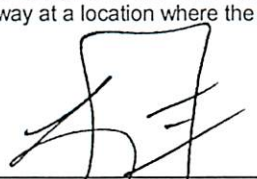
ADDENDUM

1. Certification of Appraisal
2. Assumption & Limiting Conditions
3. Qualification of Appraiser
4. Letter of Inspection Sent To Owner of Record Via Certified Mail
5. Certified Letter Tracking Information
6. Hidalgo County Appraisal District Card
7. Appraisal Questionnaire Sent To Property Owner
8. Warranty Deed

Certification of Appraisal

I, Leonel Garza III, certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- The employment and compensation of this appraiser in completing this appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the current *Uniform Standards of Professional Appraisal Practice (USPAP)*.
- I have made a personal on-site and or off-site visit of the property that is the subject of this report based on the permissibility granted at the time of inspection.
- Thomas Davis, State Certified General Real Estate Appraiser with Leonel Garza Jr. & Associates LLC provided significant professional assistance in the preparation of this report not limited to a physical inspection, taking of photographs of the subject property and value analysis.
- No one other than those mentioned within this certification provided significant real property appraisal assistance to the person(s) signing this certification.
- The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute;
- I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. I also acknowledge that Leonel Garza III is an associate member of the Appraisal Institute and is not an MAI Designated Appraiser, however is currently seeking designation. Leonel Garza III is designated as a Master Real Estate Appraiser through the National Association of Master Appraisers.
- The employment and compensation of this appraiser in completing this appraisal assignment was not based on a requested minimum valuation, a specific valuation. This report was not prepared under the standards required by financial institutions for purposes of applying for a loan
- This appraisal has been completed with the extraordinary assumption, that any and all access denial issues are clearly stated within the scope of this assignment and have been included within the surveys and field notes provided by client. The Texas Department of Transportation can control access in the future by way of permit at the time of redevelopment or re-subdivision of the subject property and or by way of the Access Management Policy enacted by the State of Texas. This assignment was engaged in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB 18 of the Texas 82nd Regular Legislative Session as follows:
- "(d) In estimating injury or benefit under Subsection ©, the special commissioners shall consider an injury or benefit that is peculiar to the property owner and that relates to the property owner's ownership, use, or enjoyment of the particular parcel of real property including a material impairment of direct access on or off the remaining property that affects the market value of the remaining property, but they may not consider an injury or benefit that the property owners experiences in common with the general community, *including circuity of travel and diversion of traffic.* In this subsection, 'direct access' to the remainder after the state's means ingress and egress on or off a public road, street, or highway at a location where the remaining property adjoins that road, street or highway"



Leonel Garza III
General Certified Real Estate Appraiser
License No. TX 1328375 – General
Signed: June 6, 2012

ASSUMPTIONS AND LIMITING CONDITIONS

This report has been prepared with the following general assumptions:

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.

2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.

3. Responsible ownership and competent property management are assumed.

4. The information furnished by others is believed to be reliable,. but no warranty is given for its accuracy.

5. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

6. It is assumed that there are no hidden or un-apparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

7. It is assumed that the property is a full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the appraisal report.

8. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

9. It is assumed that the use of the land and improvements is confined within the boundaries or property line of the property described and that there is no encroachment or trespass unless noted in the report.

11. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by this appraiser. The appraiser does not have any knowledge of the existence of such material on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

General Limiting Conditions:

1. Any allocation of the total value of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

2. Possession of this report, or a copy thereof, does not carry with it the right of publication.

3. The appraiser, by reason of this appraisal, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.

4. Neither all or any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.

5. If the property rights appraised are the "Leased Fee Estate", then the Final Indicated Market Value Estimate is based on the continued performance under the lease terms.

6. The original and one copy of this report have been signed in blue ink. Any other copy, which is not signed in blue may have been altered, and this appraiser is not responsible for its contents or value indicated.

Assumptions and Interpretations Made by Appraiser of the Marketing Period

1. Indicated Marketing Time: Begins with the date of value estimate and the exposure time indicated.

2. Exposure to the Open Market: Listing the property on the market for sale with a Realtor, member of Multiple Listing Service, or a licensed Real Estate Broker, that will properly expose the property to the Market. This appraiser does not consider a sign placed by a bank on the property as proper marketing. If the property is presently listed for sale on the market, this appraiser must be notified prior to the completion of the appraisal.

3. Exposure Time: The length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.

QUALIFICATIONS OF APPRAISER

The office of Leonel Garza Jr. & Associates LLC is owned and operated by Leonel Garza III. A company founded by Leonel Garza Jr. who was a commercial real estate appraiser for more than 25 years upon his passing in 1998. Leonel Garza III continued the family business to this day, concentrating on general commercial properties and right-of-way acquisition projects for more than 13 years. The office of Leonel Garza Jr. & Associates LLC contains three (3) General Certified Appraisers in total and several supporting staff members all located at 1419 Dove Avenue, Suite #1, McAllen, Texas. The following is a synopsis of the qualifications of Leonel Garza III and the public service organizations involved in with the County of Hidalgo and the City of McAllen.

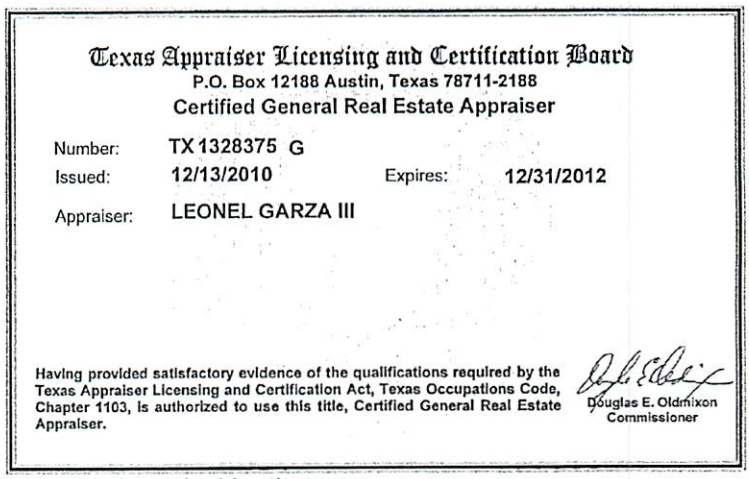
Education

Graduate, 1995, Texas A&M University, College Station, Texas (Bachelor of Science in Biomedical Science)
Graduate, 1991 McAllen Memorial High School, McAllen, Texas

Licenses

State Certified General Real Estate Appraiser
Number TX - 1328375-General
Licensed Since December 31, 1998
Expires: December 31, 2012 (Active)

State Certified Property Tax Consultant
Number TX – 00003181
Licensed Since May 20, 2002
Expires: June 16, 2012 (Active)



Texas Appraiser Licensing and Certification Board
P.O. Box 12188 Austin, Texas 78711-2188
Certified General Real Estate Appraiser

Number: TX 1328375 G
Issued: 12/13/2010 Expires: 12/31/2012
Appraiser: LEONEL GARZA III

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified General Real Estate Appraiser.

Douglas E. Oldmixon
Commissioner

Public Service Organizations

Associate Member of the Appraisal Institute
Currently taking courses toward the designation of MAI through the Appraisal Institute.

National Association of Master Appraisers
Designated as a Master Senior Appraiser in 2006 by the National Association of Master Appraisers. This designation is obtained thru educational requirements and experience.

Associate Member of the International Right of Way Association (IRWA) (Member # 7899430)

Board Member of the City of McAllen Planning and Zoning Board
This board is charged with submitting reports, plans, and recommendations to the City Commission for the orderly growth, development, and welfare of the City. They review and make recommendations on zoning change requests, conditional use permits for longer than one year, and variances to Subdivision Ordinance requirements for development.

Former Chairman of the City of McAllen Zoning Board of Adjustments and Appeals
This city board has the duty to hear and decide appeals where it is alleged there is error in any requirement, or determination made administratively in the enforcement of the Zoning Ordinance. The Board hears appeals that grant variances to setback requirements and special exceptions to reconstruction of nonconforming buildings.

Chairman of the Hidalgo County Subdivision Advisory Board
This county board on subdivision reviews primary goal is to ensure that proper standards, set by Texas Water Development Board and the Texas Subdivision Model Rules and or opinions from the Texas State Attorney Generals Office, are conducted in the development of proposed subdivision within the County of Hidalgo and or Extraterritorial Jurisdiction of municipalities throughout the County of Hidalgo. The boards secondary function is to review applications for variances against the Flood Plain Administrators decisions of the base flood elevations throughout the County of Hidalgo.

Chairman of the Hidalgo County Building Line of Adjustments
This county board reviews applications of variances to general set-back regulations set forth by the County of Hidalgo. This review includes the review of existing and or proposed encroachments into set-backs, easements, road right-of-way set-back, subdivision plat requirements and or requirements set forth by adjoining municipalities of which the subject is within the extraterritorial jurisdiction.

Vice Chairman of the City of McAllen Traffic Board
Makes recommendations to the City Commission in order to reduce and eliminate traffic congestion and flow throughout the City . (Elected Vice Chairman 01/26/10)

Former Executive Board Member of the Lower Rio Grande Valley Boy Scouts Council
The goal of the council is to maintain membership and the continued progress of the boy scouts within the Lower Rio Grande Valley. The council shall maintain progress reports of financial status of the council and plan for events world wide which local children may participate as a representative of the council. These events include the World Jamboree and the National Jamboree.

Former Vice Chairman of the City of McAllen Ambulance Advisory Committee
Evaluates and reports to the City Commission on the operation of the emergency ambulance service rendered by company or companies rendering such service.

Former Member of the City of McAllen Building Board of Adjustments and Appeals
The BBOA reviews the decision of City Staff for the demolition of properties deemed unsafe through the City for a variety of reasons. The board review all facts and concerns and make the decision to secure or proceed with demolition based upon the safety of the neighboring property owners and occupants. The greatest concern for the commission is the safety of the surrounding neighborhood occupants.

Former Member of the Pharr Municipal Park Charter Committee
Appointed in 1998-1999, our goal was to establish a 103 acre master planned recreational park to the City of Pharr during our membership with the City of Pharr Leadership Class X.

Member of The McAllen Palm City Lions Club
Direct the fund raising for the annual Thanksgiving Drive on behalf of Lion Leonel Garza Jr. who founded the drive more than 20 years ago. In 2005 & 2006, the club raised funds to feed 60 family's throughout the City of McAllen.

Work Experience

Employee of Leonel Garza Jr. & Associates since 1990

State Certified General Real Estate Appraiser since December 31, 1998

Owner of G-3 Acquisitions which primary focus is custom commercial and multifamily residential construction and management.

Commercial and residential property manager throughout the City of McAllen & Pharr, Texas.

Licensed Property Tax Consultant Since 2000.

Appraiser Trainee from 1995 thru 1998 under the sponsorship of Leonel Garza Jr. who was a State Certified General Real Estate Appraiser & Board Member of the Texas State Appraisal Review Board from October 23, 1995 Through September 15, 1998. Appointed by Governor George W. Bush for two (2) terms.

State of Texas

Historically Underutilized Business Certification and Compliance Program

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

LEONEL GARZA, JR. & ASSOCIATES, LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB.

This certificate, printed 14-AUG-2010, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Paul A. Gibson

Certificate/VID Number:	1742948770900
File/Vendor Number:	14984
Approval Date:	09-AUG-2010
Expiration Date:	09-AUG-2014

Paul A. Gibson
Statewide HUB Program Manager
Texas Comptroller of Public Accounts
Texas Procurement and Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (http://www.window.state.tx.us/procurement//cmbl/hubonly.html) or by contacting the HUB Program at (888) 863-5881 or (512) 463-5872.

CERTIFIED LETTER OF INSPECTION SENT TO PROPERTY OWNER OF RECORD

Leonel Garza Jr. & Associates LLC
Real Estate Appraisal Services

1419 Dove, Suite 1 - McAllen, Texas 78504
(956) 687-7295 (24 hour answering service) Fax (956) 687-9236
Email: leonel3@garza-associates.com

May 16, 2012

Project: Minnesota Drainage Ditch Project
Parcel 5:

Gilberto E. Ramirez and Margil Ponce Ramirez
500 East Minnesota Road
San Juan, TX 78589

Mr. Ramirez:
Leonel Garza Jr. & Associates LLC has been contracted by Hidalgo County Precinct No. 2 to appraise various properties along Minnesota Drainage Ditch. These properties shall be appraised as fee simple and shall be for the proposed acquisition to acquire right-of-way for the expansion and renovation of the Minnesota Drain. The project limits for the expansion is from the FM 495 Drainage Ditch West approximately 5,025 feet between Lots 1-8, Block 47, Alamo Land and Sugar Company Subdivision. Attached is a survey of the property to be acquired. This office is requesting verbal or written permission to re-inspect the subject property at the earliest date possible. We would like to extend to you the opportunity to meet with our office in order to further explain the project and the purpose of the appraisal report. The Hidalgo County Precinct No. 2 shall be negotiating the purchase of this portion of your property believed to be in the name of Gilberto E. Ramirez and Margil Ponce Ramirez. If you or your representative wish to meet with me to discuss the purpose of the appraisal and join me for an on-site inspection, I can be reached at (956) 687-7295 or leonel3@garza-associates.com. I will be researching the market area for any and all real estate sales, and would appreciate any leads or information in which you may have. If this letter does not pertain to you and or you have sold said property, please notify our office as soon as possible so that the proper ownership identification can be established. In a previous letter sent to you on January 3, 2012, our client had indicated by survey that the part to be acquired shall be 0.255 acres. However, a revised survey has been created due to engineering adjustments. The revised area to be acquired as per survey dated May 9, 2012 is indicated to be 0.071 acres. If you have any further questions feel free to contact me at your convenience at (956) 687-7295. ***With this letter I request permission to perform an on-site inspection in order to photograph your property. If you have any objections to our inspection, please call the office of Leonel Garza Jr. and Associates LLC at (956) 687-7295 as soon as possible. Thank you.***

Sincerely,

Leonel Garza III
State Certified General
Real Estate Appraiser
TX1328375-General

Cc: **Hidalgo County Precinct No. 2**
Jaime Salinas
Co-Right of Way Agent
301 East State Street, Pharr, Texas 78577
(956) 787-1891

CERTIFIED LETTER TRACKING INFORMATION

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Track & Confirm

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YOUR LABEL NUMBER	SERVICE	STATUS OF YOUR ITEM	DATE & TIME	LOCATION	FEATURES
70110470000306450691		Unclaimed	June 02, 2012, 11:25 am	SAN JUAN, TX	Certified Mail™
		Notice Left	May 18, 2012, 10:10 am	SAN JUAN, TX 78589	
		Depart USPS Sort Facility	May 18, 2012	MCALLEN, TX 78501	
		Processed through USPS Sort Facility	May 18, 2012, 2:17 am	MCALLEN, TX 78501	

Check on Another Item

What's your label (or receipt) number?

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HIDALGO COUNTY APPRAISAL DISTRICT CARD

Hidalgo CAD

Property Search Results > 539550 RAMIREZ MARGIL PONCE for Year 2012

Property

Account

Property ID:	539550	Legal Description:	ALAMO LAND & SUGAR CO E165'-W660'-N502.68-S1025.36' LOT 8 BLK 47 1.90AC NET
Geographic ID:	A1800-00-047-0008-06	Agent Code:	
Type:	Real		
Property Use Code:			
Property Use Description:			

Location

Address:	JESENIA ST TX	Mapsco:	
Neighborhood:		Map ID:	VOL 1 PG 24
Neighborhood CD:			

Owner

Name:	RAMIREZ MARGIL PONCE	Owner ID:	718438
Mailing Address:	500 E MINNESOTA RD SAN JUAN, TX 78589-4900	% Ownership:	100.0000000000%
		Exemptions:	HS

Values

(+) Improvement Homesite Value:	+	$69,688		
(+) Improvement Non-Homesite Value:	+	$0		
(+) Land Homesite Value:	+	$39,501		
(+) Land Non-Homesite Value:	+	$0	Ag / Timber Use Value	
(+) Agricultural Market Valuation:	+	$0	$0	
(+) Timber Market Valuation:	+	$0	$0	
(=) Market Value:	=	$109,189		
(–) Ag or Timber Use Value Reduction:	–	$0		
(=) Appraised Value:	=	$109,189		
(–) HS Cap:	–	$0		
(=) Assessed Value:	=	$109,189		

Taxing Jurisdiction

Owner: RAMIREZ MARGIL PONCE
% Ownership: 100.0000000000%
Total Value: $109,189

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	0.000000	$109,189	$109,189	$0.00
CSJ	CITY OF SAN JUAN	0.738600	$109,189	$109,189	$806.47
DR1	DRAINAGE DISTRICT #1	0.073300	$109,189	$109,189	$80.04
GHD	HIDALGO COUNTY	0.590000	$109,189	$109,189	$644.22
JCC	SOUTH TEXAS COLLEGE	0.150700	$109,189	$109,189	$164.55
R14	ROAD DIST 14	0.000000	$109,189	$109,189	$0.00
SPA	PSJA ISD	1.359200	$109,189	$94,189	$1,280.22
SST	SOUTH TEXAS SCHOOL	0.049200	$109,189	$109,189	$53.72
	Total Tax Rate:	2.961000			
				Taxes w/Current Exemptions:	$3,029.22
				Taxes w/o Exemptions:	$3,233.09

Improvement / Building

Improvement #1: RESIDENTIAL **State Code:** A1 **Living Area:** 1456.0 sqft **Value:** $69,688

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	BRKAV	DBRK	2001	1456.0
GAR	GARAGE	BRKAV		2001	504.0
POR	PORCH (COVERED)	BRKAV		2001	25.0
STG	STORAGE	*		2007	72.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value

1	AC	ACREAGE	1.9000	82764.00	0.00	0.00		$39,501	$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2012	$69,688	$39,501	0	109,189	$0	$109,189
2011	$69,994	$39,501	0	109,495	$0	$109,495
2010	$70,863	$39,501	0	110,364	$0	$110,364
2009	$0	$45,968	0	45,968	$0	$45,968
2008	$0	$45,968	0	45,968	$0	$45,968
2007	$0	$45,968	0	45,968	$0	$45,968
2006	$0	$45,968	0	45,968	$0	$45,968
2005	$0	$45,968	0	45,968	$0	$45,968
2004	$0	$45,968	0	45,968	$0	$45,968
2003	$29,704	$22,984	0	52,688	$0	$52,688

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	8/10/2009 12:00:00 AM	PD	PARTITION DEED	RAMIREZ GILBERT	RAMIREZ MARGIL			2023914
2	3/18/1998 12:00:00 AM	WD	WARRANTY DEED	RAMIREZ GILBERT	RAMIREZ GILBERT			663158

Tax Due

Property Tax Information as of 05/17/2012

Amount Due if Paid on:

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (956) 381-8466

AI-44118 **Budget and Management 15. A.**

CC - REGULAR

Meeting Date: 04/22/2014

Submitted By: Rolando Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Precinct No.3 (1200):
1. Approval of 2014 interdepartmental transfer from COUNTYWIDE program (030) to Precinct No.3 program (106) in the total amount of $390,000.00

2. Approval to issue check payable to City of Mission (Fiduciary Agent as per ICA) in the amount of $390,000.00 for Hidalgo County's contribution towards the Taylor Road improvement project as per Interlocal Cooperation Agreement between City of McAllen, City of Mission and Hidalgo County with the County Treasurer to issue check after review and processing procedures are completed by the County Auditor.

BACKGROUND

ICA approved 08/27/13 - (AI-39995)

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1200-431-00-125-030-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 4/17/14.

Attachments

Transfer

ICA

Form Review

Inbox	Reviewed By	Date
Roland Garcia (Originator)	Rolando Garcia	04/16/2014 04:35 PM
Budget & Management	Debbie Tamez	04/16/2014 04:38 PM
Obdett Calzada	Obdett Calzada	04/17/2014 09:15 AM
Auditor's Office	Monica Badillo	04/17/2014 02:23 PM

Form Started By: Rolando Garcia Started On: 04/15/2014 02:41 PM

Final Approval Date: 04/17/2014

DATE: April 15, 2014

DEPARTMENT HEAD: Sergio Cruz **AI-44118**

DEPARTMENT NAME: Department of Budget and Management for:
Precinct No.3 - ICA-Taylor Road Project

ACCOUNT NUMBER: 4-1200-431-00-123-106-0-841

SUBJECT: **Interdepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Contact: Rolando Garcia Jr.
Ph#: 956-292-7025 x.5413

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
FROM		
4-1200-431-00-125-030-0-522	CW ADM-VEHICLE LIABILITY INSURANCE	(75,000.00)
4-1200-431-00-125-030-0-820	CW ADM-CLAIMS & JUDGEMENTS	(36,000.00)
4-1200-431-00-125-030-0-890	CW ADM-OTHER	(24,191.01)
4-1200-431-00-125-030-0-899	CW ADM-CONTINGENCY	(254,808.99)
TO		
4-1200-431-00-123-106-0-841	PCT3 ICA-TAYLOR RD (US83-N.DOVE)-AID TO	390,000.00
	TOTAL BUDGET INCREASE (DECREASE)	-

REASON:

Transfer needed to cover County's portion of contribution of $390,000.00 from the Interlocal Cooperation Agreement between City of McAllen, City of Mission and Hidalgo County for certain improvements to Taylor Road from US 83 to North (1300ft) of Dove Avenue. Refer to CC 08/27/13 - AI-39995 for ICA

APPROVED COMMISSIONERS' COURT

DATE / /

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF MISSION, CITY OF MCALLEN, AND HIDALGO COUNTY, TEXAS CONCERNING CERTAIN IMPROVEMENTS TO TAYLOR RD. FROM US83 EXPRESSWAY NORTH TO 1300 – FT. NORTH OF DOVE.

THIS agreement is made on this the 27th day of Aug, 2013 by and between the CITY OF MISSION,TEXAS, hereinafter referred to as "MISSION", the CITY OF MCALLEN, TEXAS, hereinafter referred to as "MCALLEN", and the COUNTY OF HIDALGO, TEXAS, hereinafter referred to as "COUNTY" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Mission & McAllen are home rule municipalities located in Hidalgo County, Texas;

WHEREAS, both Mission & McAllen are cities created under the laws of Texas;

WHEREAS, the County is a county in the State of Texas;

WHEREAS, Mission, McAllen & County desire to cooperate in making needed transportation improvements to Taylor Rd. from US 83 Expressway North to 1300-ft. North of Dove St (the "Road");

WHEREAS, Mission, McAllen & County agree it is essential to develop this very important corridor, which is in much need of improvements, specifically, in need of adding capacity for increased safety;

WHEREAS, Mission will be the fiduciary agent for this project and assume the role of project development lead;

WHEREAS, Mission desires to complete Phase I of the project development, which includes the Environmental Assessment, Public Involvement & Schematic services for this project;

WHEREAS, Mission, McAllen & County will cooperatively seek to fund the construction and ROW cost of this project through the Hidalgo County Metropolitan Planning Organization (HCMPO) and TxDOT;

WHEREAS, the total Phase I project development cost will be $1,170,000 of which Mission will contribute $390,000;

WHEREAS, McAllen desires to cooperate by contributing a fixed lump sum amount of $390,000 to Mission toward the development of the Phase I portion of the project;

WHEREAS, County desires to cooperate by contributing a fixed lump sum amount of $390,000 to Mission toward the development of the Phase I portion of the project;

WHEREAS, Mission, McAllen & County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et. Seq. which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act; and

WHEREAS, McAllen agrees to support the proposition that Mission assume the role as project sponsor to develop the Environmental Assessment, Public Involvement & Schematic aspects of the Road project within McAllen's limits.

NOW, THEREFORE, Mission, McAllen & County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. Mission agrees to complete Phase I of the project development, which includes the Environmental Assessment, Public Involvement & Schematic services more particularly described in that portion of Exhibit A attached hereto and made a part hereof for all purposes that relates to said Phase I.

2. The Road at various points passes through the jurisdiction of Mission and McAllen and forms a connecting link or integral part of the regional transportation system and County roads.

3. The total Phase I project development cost will be $1,170,000 of which Mission will contribute $390,000.

4. McAllen agrees to contribute a fixed lump sum amount of $390,000 to Mission toward the development of the Phase I portion of the project, payable by McAllen to Mission on McAllen's execution of this agreement.

5. County agrees to contribute a fixed lump sum amount of $390,000 to Mission toward the development of the Phase I portion of the project, payable by County to Mission on County's execution of this agreement.

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

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

8. **No Waiver:** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding of succeeding breach of the same or any other provision hereof.

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

10. TEXAS LAW TO APPLY: THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

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

If to Mission: City of Mission
Attention: Norberto "Beto" Salinas, Mayor
1201 E. 8th St.
Mission, Texas 78572

If to McAllen: City of McAllen
Attention: Jim Darling, Mayor
1300 Houston Avenue
McAllen, Texas 78501

If to County: Hidalgo County, Texas
Attn: Honorable Ramon Garcia, Hidalgo County Judge
P. O. Box 758
Edinburg, Texas 78540-0758

With copies to: Joseph Palacios, Commissioner, Precinct No. 4
1051 N. Doolittle Rd.
Edinburg, Texas 78542

Joe M. Flores, Commissioner, Precinct No. 3
724 North Breyfogle
Mission, Texas 78574

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

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

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

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

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

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

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

19. **Governmental Purpose:** Each party hereto is entering into the agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

20. **Commitment or Current Revenues Only:** In the event that during any term hereof; the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

21. The approval of this Interlocal Cooperation Agreement in accordance with Texas Government Code 791.014 is evidenced by the attached herein.

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

CITY OF MISSION

By: _____
Norberto "Beto" Salinas, Mayor

ATTEST:

Anna Carrillo
City Secretary

CITY OF MISSION, TEXAS

CITY OF MCALLEN

By: _____
Jim Darling, Mayor

ATTEST:

for City Secretary (Annette Villarreal)

CITY OF McALLEN
McALLEN, TEXAS

CITY OF MCALLEN
MCALLEN, TEXAS

COUNTY OF HIDALGO

By: Ramon Garcia
Ramon Garcia, County Judge

ATTEST:

County Clerk

Approved by Commissioners' Court
on 8-27-13

APPROVED AS TO FORM:

By: _____
David H. Guerra
Mission City Attorney

APPROVED AS TO FORM:

By: _____
Kevin D. Pagan
McAllen City Attorney

APPROVED AS TO FORM:

Atlas, Hall & Rodriguez, LLP

By: _____
Stephen L. Crain
~~Hidalgo County Attorney~~

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project regarding certain road improvements to Taylor Rd. from US83 Expressway North to 1300-ft. North of Dove (the "Road"), a section which is in part within the city limits of said Cities and in part within County jurisdiction through an Interlocal Cooperation Agreement to be entered into with the City of Mission, City of McAllen, Texas, and Hidalgo County.

By vote on_____ 2013, the Hidalgo County Commissioners Court has approved the Project identified above.

Ramon Garcia
By: Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, County Clerk

Approved by Commissioners' Court
on 8-27-13

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

EXHIBIT "A"
TAYLOR ROAD PROJECT
ESTIMATED PRELIMINARY PROJECT FACT SHEET COSTS

ROADWAY PROJECT:	TAYLOR ROAD
LIMITS: .....(SECTION 1)	from US83 Expressway N to 400-ft S of Business 83
LIMITS: .....(SECTION 2)	from 400-ft S of Business 83 to 1900-ft S of Mile 2
LIMITS: .....(SECTION 3)	from 1900-ft. S of Mile 2 to 1300-ft N of Dove
EXISTING ROADWAY SECTION:	40-ft Rural
EXISTING ROW WIDTH:	65' to 100' Varies
PROPOSED ROADWAY SECTION:	4-lane divided urban
PROPOSED ROW WIDTH: SECTION 1,2&3	80-FT
ESTIMATED CONSTRUCTION COST ...(SECTION 1)(ROADWAY ONLY)	$4,050,000.00
ESTIMATED CONSTRUCTION COST ...(SECTION 2) (ROADWAY ONLY)	$7,312,500.00
ESTIMATED CONSTRUCTION COST ...(3-8X8 IRRIGATION SIPHON AND 48" BYPASS) (SECTION 1)	$800,000.00
ESTIMATED CONSTRUCTION COST WIDENING THE EXISTING BRIDGE...(SECTION 1)	$650,000.00
ESTIMATED CONSTRUCTION COST ...(SECTION 3)(ROADWAY ONLY)	$10,125,000.00
LENGTH FOR 4-LANE ROADWAY ...(SECTION 1)	0.9 Mile
LENGTH FOR 4-LANE ROADWAY ...(SECTION 2)	1.625 Miles
LENGTH FOR 4-LANE ROADWAY ...(SECTION 3)	2.25 Miles

ESTIMATED PROJECT COSTS	*STATE / FED / MPO*	* *LPA*
WORK AUTHORIZATION NO. 1 for Entire Length of SECTION 1,2 & 3 (See Attached Map)		
PHASE I - EA, PUBLIC INVOLVEMENT & SCHEMATIC DESIGN		
Environmental Document with TxDOT	$ -	$ 178,900.00
Public Involvement for the project with stakeholders and 1 Public Meeting	$ -	$ 57,600.00
Archeological and Historical Research	$ -	$ 65,000.00
Engineering Technical Support at Public Mtgs with Layouts etc	$ -	$ 31,500.00
Schematic for Roadway		$ 344,062.50
Hydrological Map for 3 Outfall Drain Ditches outfalls & capacities AND BRIDGE HYDRAULICS	$ -	$ 84,000.00
Schematic Design for 3-8X8 Siphon with 48" Steel Pipe Bypass for Irrig Dist. #1	$ -	$ 93,837.50
Bridge Layout for approval by TxDOT(Bridge Division), HCDD#1 And FHWA	$ -	$ 90,000.00
Estimated Environmental Document Review Charges by TxDOT	$ -	$ 55,000.00
Office Surveys for Schematic (Prel. Ownership Identification and Property Rights)	$ -	$ 42,000.00
Preliminary Compensable Utilities Identification on Schematic	$ -	$ 54,000.00
Update Schematic based on comments as provide by TxDOT/FHWA for schematic and EA update w/ FHWA		$ 30,000.00
Engineering Technical Support at Public Hearing with Layouts etc	$ -	$ 22,500.00
Public Involvement for 1 Public Hearing	$ -	$ 21,600.00
SUB-TOTAL	$ -	$ 1,170,000.00
WORK AUTHORIZATION NO. 2 (FOR SECTION 1 & 2 ONLY) (See Location Map)		
PHASE II - PS&E and CONSTRUCTION OVERSIGHT (SECTION 1)		
Field Surveys for Design and Construction	$ -	$ 57,600.00
PS&E Development Roadway (7% Engineering Fee)	$ -	$ 283,500.00
Engineering Fee to Create 1 set of Plans and Submit through TxDOT	$ -	$ 66,000.00
Permitted Utilities Coordination to adjust	$ -	$ 100,800.00
ROADWAY CONSTRUCTION COST	$ 3,847,500.00	$ 202,500.00
TxDOT Construction Inspection (11%)	$ 423,225.00	$ 22,275.00
Eng Consultant Construction Management (18 Months)	$ -	$ 189,000.00
SUB-TOTAL (SECTION 1)	$ 4,270,725.00	$ 921,675.00
PHASE II - PS&E and CONSTRUCTION OVERSIGHT (SECTION 2)		
Field Surveys for Design and Construction	$ -	$ 84,000.00
PS&E Development Roadway (7% Engineering Fee)	$ -	$ 511,875.00
PS&E Design for Bridge Widening	$ -	$ 108,000.00
Geotechnical Soil information and Scour Report for Bridge Widening for TXDOT	$ -	$ 60,000.00
PS&E Development for Irrigation Siphon and Irrigation Bypass	$ -	$ 180,000.00
Engineering Fee to Create 1 set of Plans and Submit through TxDOT	$ -	$ 66,000.00
PS&E Development for OUTFALL	$ -	$ -
Permitted Utilities Coordination to adjust	$ -	$ 144,000.00
ROADWAY, IRRIG SIPHON AND BRIDGE WIDENING CONSTRUCTION COST	$ 8,324,375.00	$ 438,125.00
TxDOT Construction Inspection (11%)	$ 915,681.25	$ 48,193.75
Eng Consultant Construction Management (18 Months)	$ -	$ 189,000.00
SUB-TOTAL (SECTION 2)	$ 9,240,056.25	$ 1,829,193.75
SUB-TOTAL (SECTION 1 & 2)	**$ 13,510,781.25**	**$ 2,750,868.75**
WORK AUTHORIZATION NO. 3 (FOR SECTION 1 & 2 ONLY) (See Location Map)		
PHASE III - ROW Acquisition (SECTION 1)		
Complete ROW Map (Estimated 31 Parcels)		$ 117,800.00
Right-of-Way Costs - Acq.Services @ (est. 31 Parcels @ $13,500/Parcel Avg.)		$ 418,500.00
Estimated Compensable Utility Mgmt for Acq. of Property Rights and Compensate for Utility Adjust(s)		$ 162,000.00
Estimated Roadway Right-of-Way Costs (ESTIMATED 1.36 Ac. @ $8.0/ sq ft) (80/20) minus EDC 95/5	$ 379,146.24	$ 94,786.56
COMPENSABLE UTILITY COSTS	$ 208,000.00	$ 52,000.00
SUB-TOTAL (SECTION 1)	$ 587,146.24	$ 845,086.56
PHASE III - ROW Acquisition (SECTION 2)		
Complete ROW Map (Estimated 52 Parcels)		$ 197,600.00
Right-of-Way Costs - Acq.Services @ (est. 52 Parcels @ $13,500/Parcel Avg.)		$ 702,000.00
Estimated Compensable Utility Mgmt for Acq. of Property Rights and Compensate for Utility Adjust(s)		$ 162,000.00
Estimated Roadway Right-of-Way Costs (ESTIMATED 117,000 sq ft @ $8.0/ sq ft) (80/20) minus EDC 95/5	$ 748,800.00	$ 187,200.00
COMPENSABLE UTILITY COSTS	$ 208,000.00	$ 52,000.00
SUB-TOTAL (SECTION 2)	$ 956,800.00	$ 1,300,800.00
SUB-TOTAL (SECTION 1 & 2)	**$ 1,543,946.24**	**$ 2,145,886.56**
ESTIMATED TOTAL	**$ 15,054,727.49**	**$ 6,066,755.31**

Work Authorization No. 1 (Phase I)	FY 13	$ 1,115,000.00	NOT ISSUED
Work Authorization No. 2 (Phase II- Section 1 & 2)	FY 14	$ 2,039,775.00	NOT ISSUED
Work Authorization No. 3 (Phase III - Section 1 & 2)	FY 15	$ 1,759,900.00	NOT ISSUED

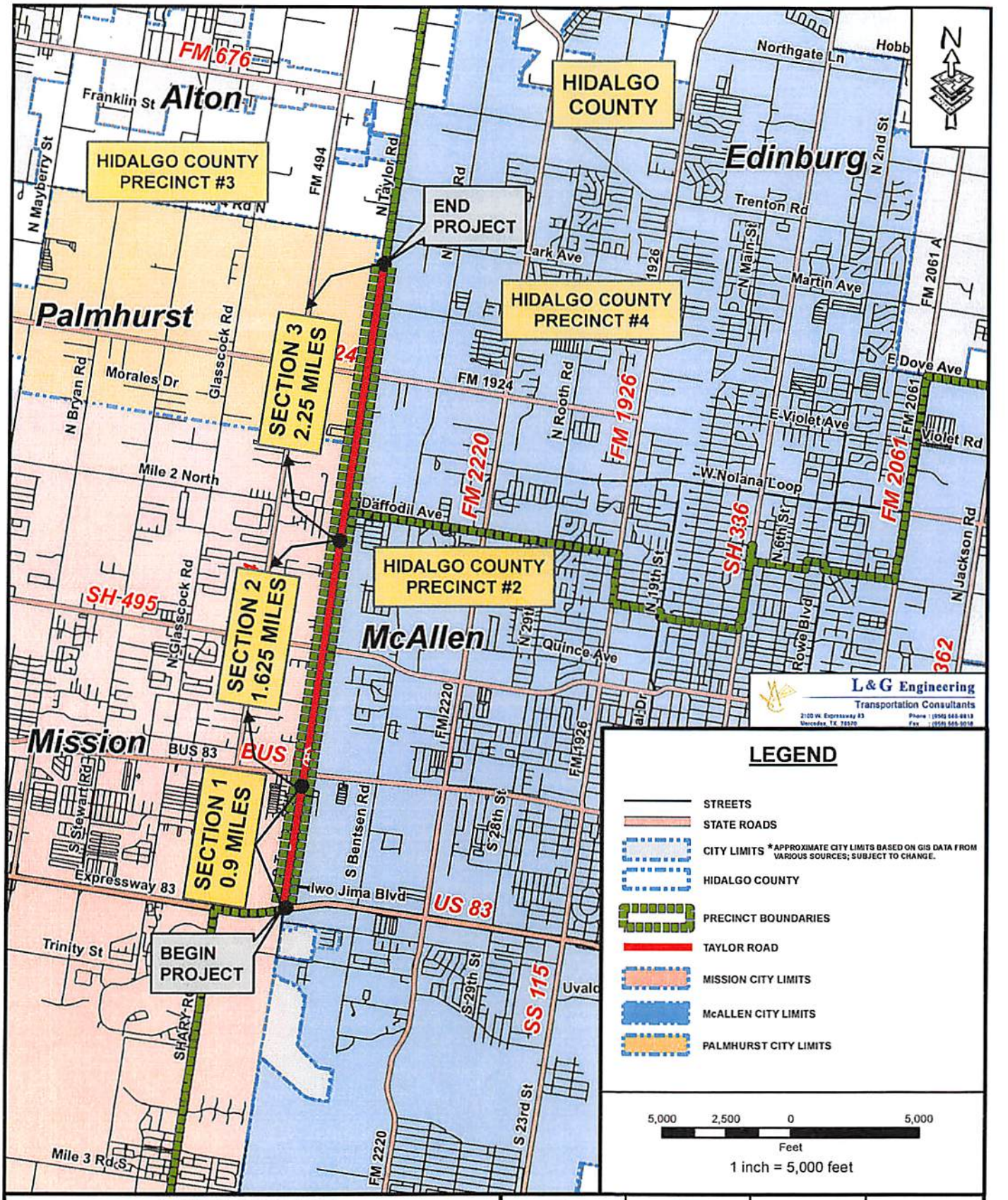
ESTIMATED LPA (LOCAL PUBLIC AGENCY) COSTS NOT INCLUDED IN WORK AUTH. $ 1,152,080.31

COMBINED TOTAL ESTIMATED PROJECT COST FOR SECTION I & II: $ 21,121,482.80

State/Federal Estimated Costs

LPA Estimated Costs

7/23/2013



TAYLOR RD
LOCATION MAP

FROM N OF US EXP 83 TO 1300' N. OF DOVE
APPROX. PROJECT LENGTH 4.8 MILES

THE COUNTY OF HIDALGO TEXAS

CITY OF MISSION, TEXAS · FOUNDED IN 1908

City of McAllen

CITY OF PALMHURST TEXAS Est. 1964

AI-44163 **Purchasing Department 16. A. 1.**

CC - REGULAR

Meeting Date: 04/22/2014

Submitted For: MARTHA L. SALAZAR **Submitted By:** Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Recommendation by grading committee for Commissioners Court to to reject proposals received on 03/19/14 in connection with RFP/Q 2014-061-03-19: "Financial Advisory Services-Hidalgo County" (as it is in the best interest of Hidalgo County to attract and encourage more participation by qualified and interested firms) including the re-advertisement of project with modified notices, including approval of complete procurement packet as attached hereto.

BACKGROUND

Attachments

REQUIREMENTS-EVALUATION CRITERIA

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	04/16/2014 05:13 PM
Budget & Management	Debbie Tamez	04/17/2014 08:22 AM
Auditor's Office	Monica Badillo	04/17/2014 02:23 PM

Form Started By: Yolanda Velasquez Started On: 04/16/2014 03:04 PM

Final Approval Date: 04/17/2014

EXHIBIT "A"

REQUIREMENTS

HIDALGO COUNTY

REQUEST FOR PROPOSALS/QUALIFICATION

"FINANCIAL ADVISORY SERVICES"

RFP/Q No. 2014-000-00-00-YZV

DRAFT

Hidalgo County is requesting sealed proposals with qualifications from competent, interested and qualified financial **firms** for the purpose of providing **Financial Advisory Services**. The County of Hidalgo is seeking to engage and enter into a professional services contract with qualified state-licensed/registered (Texas) financial firm to provide Financial Advisory Services. The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals w/qualifications for the provision of **Financial Advisory Services for Hidalgo County** as specified herein. Sealed Proposals w/Qualifications will be accepted until **9:30 A.M., Wednesday, _____, 2014. ANY RFP/Q RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFP/Q No: 2014-000-00-00 -YZV

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope Must Show the RFP/Q Number, Name and Acceptance Date.

The following outlines the Request for Proposal/Qualifications:

SECTION I: GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that question, inquiries and/or clarifications for the proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Highway 281, New Administration Building, Edinburg, Texas 78539.

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE (956) 318-2629 or via email: yolanda.velasquez@co.hidalgo.tx.us BY NO LATER THAN Wednesday, _____, 2014 at 5:00 P.M. Responses will be sent to all applicants by Friday, _____, 2014. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**.

PROPOSER'S AFFIDAVIT:
Respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in Exhibit "D") certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit; (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit; (3) the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

REQUIREMENT FOR DISCLOSURE OF CONFLICT OF INTEREST:
A person, vendor, consultant or contractor required to file a conflict of interest must

file an updated questionnaire <u>each</u> year that a contractual relationship or negotiation is pending with the County.

<u>DISCLOSURE OF CONFLICT OF INTEREST:</u>
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 **<u>Exhibit D</u>**, 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 participant 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. <u>COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROPOSPECTIVE BIDDER.</u>

<u>NON-COLLUSION</u>: Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

<u>NON-DISCRIMINATION</u>: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

<u>PROCESSING TIME FOR PAYMENT</u>: Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

<u>ELECTRONIC TRANSMISSION OF BIDS</u>: Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

<u>PROOF OF FINANCIAL AND BUSINESS CAPABILITY</u>: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

<u>SUBMITTER DEFAULT</u>: Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible

for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the submitter to review the Request for Proposal/Qualifications (RFP/Q) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

PROPOSAL DELIVERY: Hidalgo County requires submitters, when hand delivering qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when submitting their RFP Packet Response.

SIGNING OF PROPOSALS: In order to be considered all submittals **must** be signed. **Please sign the original in blue ink**.

WAIVING OF INFORMALITIES: Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF CONTRACT:
The term of the contract shall be for an initial three (3) years with the County's option to renew for two (2) additional years, under the same rates, terms and conditions.

Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day Grace Period at the end of the contract under the same rates, terms and conditions, due to unforeseen delay during the procurement process.

ADDITIONAL INFORMATION TO 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/proposer or respondent and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

DAVIS BACON ACT: (If Applicable)
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II: RFP REQUIREMENTS/ SCOPE OF SERVICES/QUALIFICATIONS

Request for Proposal/Qualifications: The required contents and limitations for the preparation of the RFP/Q are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP/Q.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County requires **one (1) original submittal and seven (7) copies**.

Contents: The required contents for the RFP/Q are presented below in the order they should be incorporated into the submitted document.

Understanding of the Project: This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

SCOPE OF SERVICES: Hidalgo County is requesting proposals from experienced financial firm(s) to provide ongoing financial advisory services primarily as they relate to General Obligation and Revenue Bond Sales for Hidalgo County. The successful firm will be an impartial third party experienced in public entity finance and bond issuance and the theories and practices behind them. The financial advisory service**s** contract will encompass all project-related financial and consulting services to the County of Hidalgo including, but not limited to, the following:

The consultant shall provide financial advisory and consulting services to "County" for financing initiated by the "County" during the contract period.

Such services may include, but are not limited to the following, in no particular order:

a. Assist in the planning and structuring of bond issues and training of the "County" staff on new concepts;

b. Assessment of the market conditions prior to, concurrent with, and subsequent to bonds sales and keep the "County" abreast of market developments and financing techniques which might be applicable to the "County" financing program;

c. Preparation, printing and distribution to prospective bidders of the preliminary and final official statements and other relevant financing documents;

d. Technical support to meet the need of the "County" including calculations related to competitive and negotiated sales and the possibility of electronic sales.

e. Providing advice on the principal amount of bonds to be sold;

f. Development of debt scenarios for preparing debt service budgets, financial feasibility studies and alternative financing plans for capital projects;

g. Working with citizen committees in the development of capital projects priorities and bond authorizations;

h. Coordinate the preparation and submission of SEC disclosure documents required under Rule 15C212 to NRMSIRs and SIDs;

i. Development of the materials for presentation to the rating agencies which may include written, oral and video presentations;

j. Solicitation and verification of bids received on sale date;

k. Provide advice on the investment of proceeds;

l. Provide advice on related compliance with arbitrage regulations;

m. Evaluate State and Federal legislation as it related to County's finance;

n. Monitor and make recommendations as to feasibility of early refunding;

o. Summarize the reception of the bonds in the market and evaluate performance relative to the market and other securities of similar credit;

p. Provide advice relative to maintaining the "County's" current excellent credit rating under various conditions;

q. Develop financial analysis programs and computer models to be used in conjunction with the "County's" financing programs using software compatible with the "County's" standard packages;

r. Establish and maintain automated interface to include full ability to transmit information via email, diskette, fax and Internet;

s. Review and advice on various projects involving potential "County" financing as requested by "County" staff';

t. Coordinate and participate in the closing of the bond sale;

u. Work closely with the "County's" bond counsel in development of the bond sale documents;

v. Recommend method of sale of dept instruments;

w. Arrange for reports of independent consultants (if applicable);

x. Recommend as to the advisability of obtaining credit ratings and coordinate preparation and submission of information to rating agency;

y. Coordinate efforts for delivery of debt instruments and preparation and verification of

closing figures including installment deliveries of an issue;

z. Assist "County" staff at advertised sale with receipt, tabulation and comparison of bids and advice as to best bid;

aa. Coordinate efforts for delivery of debt instruments and preparation and verification of closing figures including installment deliveries of an issue;

bb. Counsel in selection of paying agent/registrar;

cc. Deliver schedules of annual debt requirements on debt instruments including installment deliveries of a DWSRF issue;

dd. Attend meetings as requested;

ee. Advise of changes in Federal and State laws and regulations;

ff. Testify in litigation as requested;

Firm Qualifications: The County of Hidalgo is seeking to contract with a competent financial firm(s), registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Firm must provide history of the company or firm, the size of the firm (s), including the location of the office(s) from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time and part time basis.

- Firm must identify any existing or potential conflicts of interest relative to the performance of the requirements of this request for proposals. Additionally, respondent must identify current government agency clients who have overlapping debt with the "County".

- The firm shall outline how they would handle interviews and reports to non-English speaking citizens of the "County".

- The firm should provide a list of all the principal(s) and/or owners as well as supervisory and management staff who would be assigned to the engagement. The firm shall provide as much information as possible regarding the number, qualifications, experience and training of the specific staff to be assigned to this engagement.

- The firm shall also indicate how the quality of staff over the term of the engagement would be assured.

- The firm must provide references (name, address, and phone number) for at least three clients whom you have served as financial advisor.

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Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

Personnel and Staffing: The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

Required Certifications and Submittal: This section will contain any licenses and certifications as required by HIDALGO COUNTY, the STATE OF TEXAS, etc.. **The financial firm(s) should add copies of their current certificate for Professional Liability Insurance.** Also, please provide information pertaining to the firm's compliance with licensing and other requirements of the Securities Exchange Commission, the National Association of Securities Dealers and Municipal Securities Rule Making Board.

COST/FEE

Responding firms shall provide a proposed cost of services and all fees.

FEE/SCHEDULE: Must be included in your submittal failure to include these fees may be cause for disqualification.

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PART III: SELECTION AND SCHEDULES

SELECTION PROCEDURES/EVALUATION CRITERIA-PART I:

The evaluation consists of a 100-point scoring system based on the Evaluation Criteria - Exhibit B. However, after the 100-point evaluation, Hidalgo County's Court may elect to narrow the participating providers and request presentations.

(A) The Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by Commissioner's Court) will review, score and evaluate the RFPs received in response to this Hidalgo County request for proposals.

(B) After the RFPs have been reviewed, scored and evaluated, the committee will present a grid to the Hidalgo County Commissioner's Court for the purposes of ranking.

NEGOTIATION PROCESS- EVALUATION CRITERIA- PART II:

The number one ranked firm will be contacted to submit a letter of engagement/contract for final negotiations based on the Evaluation Criteria Exhibit B-Part II. If negotiations prove unsuccessful, the next highest ranked company will be contacted. The County of Hidalgo reserves the right to reject any and all RFPs

Any contract awarded to a successful firm 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.

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EXHIBIT B
SELECTION CRITERIA

HIDALGO COUNTY
REQUEST FOR PROPOSALS/QUALIFICATIONS

Financial Advisory Services
for Hidalgo County

RFP/Q No. 2014-000-00-00-YZV

EVALUATION CRITERIA

HIDALGO COUNTY
"FINANCIAL ADVISORY SERVICES"
RFP/Q No. 2014-000-00-00-YZV

Evaluation Criteria

Proposals evaluation criteria will include, but not be limited to, the items listed below.

1. Firm's Qualifications and Staffing of Project Team (20)

The professional team members shall have experience in performing similar contracts for counties, cities, or other clients as stated in the Request for proposals and Proposal (RFP). The firm should provide the resume of each of the firm professionals. Any specializations or board certifications should also be detailed in each resume. Copies of current valid licenses, certifications should be included in this section.

2. Understanding of Project/Similar Projects (20)

* demonstrate an understanding of the scope of services
* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

The firm should provide as much background information as to its experience in providing similar services to City, County, School or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers. A minimum of three references are required.

3. Experience of Project Team/Ability to Commit Resources (20)

The professional team members shall have experience in performing similar contracts for counties, cities, or other clients as stated in the Request for Proposal (RFP).

The firm shall designate experienced staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities, and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

4. Fees Schedule/Cost (40)

Responding firms shall provide a proposed cost of services and all fees

EVALUATION FORM
"FINANCIAL ADVISORY SERVICES"

RFP- EVALUATION FORM	**Point Range**	**Score**

1. Firm's Qualifications and Staffing of Project Team (20) **0-20** _____

The professional team members shall have experience in performing similar contracts for counties, cities, or other clients as stated in the Request for Proposal (RFP). The firm should provide the résumé of each of the firm professionals. Any specializations or board certifications should also be detailed in each résumé. Copies of current valid licenses, certifications should be included in this section

Comments/Rationale for Points:_____

_____

2. Understanding of Project/Similar Projects (20) **0-20** _____

* demonstrate an understanding of the scope of services
* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

The firm should provide as much background information as to its experience in providing similar services to City, County, School or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers. A minimum of three references are required.

Comments/Rationale for Points:_____

_____

3. Experience of Project Team/Ability to Commit Resources (20) **0-20** _____

The professional team members shall have experience in performing similar contracts for counties, cities, or other clients as stated in the Request for proposals and Proposal (RFP).

The firm shall designate experienced staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

Comments/Rationale for Points:_____

_____

4. Fee Schedule/Cost (40) **0-40** _____

Responding firms shall provide a proposed cost of services and all fees.

Comments/Rationale for Points:_____

_____

TOTAL SCORE: _____

FIRM: _____

Name of Evaluator: _____ Date: _____

AI-44148 **Purchasing Department 16. A. 2.**

CC - REGULAR

Meeting Date: 04/22/2014

Submitted By: Gricelda Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Approval to reject sole response received in connection to: RFP-"Real Estate Broker Services" Project for Hidalgo County and authority to re-advertise same;

b. Acceptance and approval of recommended changes by Evaluation Committee to procurement requirements as detailed in the email attached hereto;

c. Approval of same selected/designated Evaluation Committee for the "Real Estate Broker Services" project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Possible funding thru Commission from sale of property.

Attachments

Email-Recommendation

Draft packet 14-132

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	04/16/2014 04:40 PM
Budget & Management	Debbie Tamez	04/16/2014 05:04 PM
Manuel Chapa	Manuel Chapa	04/17/2014 08:41 AM
Auditor's Office	Monica Badillo	04/17/2014 02:23 PM

Form Started By: Gricelda Villarreal Started On: 04/16/2014

Final Approval Date: 04/17/2014

Zimbra **cris.ayala@co.hidalgo.tx.us**

Broker Services Meeting Followup

From : Erika Reyna <erika.reyna@co.hidalgo.tx.us> Wed, Apr 16, 2014 12:02 PM

Subject : Broker Services Meeting Followup

To : Raul Lozano <raul.lozano@co.hidalgo.tx.us>, Raul Silguero <raul.silguero@co.hidalgo.tx.us>, mona parras <monaparras@yahoo.com>, Mona Parras <mona.parras@co.hidalgo.tx.us>, Cristobal Trevino <cristobal.trevino@co.hidalgo.tx.us>, Yolanda Chapa <yolanda.chapa@co.hidalgo.tx.us>, Sergio Cruz <sergio.cruz@co.hidalgo.tx.us>, Dina Trevino <dina.trevino@co.hidalgo.tx.us>

Cc : Sergio Cruz <sergio.cruz@co.hidalgo.tx.us>, Dina Trevino <dina.trevino@co.hidalgo.tx.us>, Martha Salazar <martha.salazar@co.hidalgo.tx.us>, Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>, Cris Ayala <cris.ayala@co.hidalgo.tx.us>, Valde Guerra <valde.guerra@co.hidalgo.tx.us>

Good morning,

Below please find highlights of today's meeting. As recommended, there will be an Agenda Item recommending the RFP/Q be readvertised (response did not meet minimum requirements) and that additional properties be added to the approved list next Tuesday, April 22nd. Please feel free to contact me if

you have any questions or if I may be of assistance.

Broker Services Meeting - April 16, 2014 (10:30 am)

Attendees:

Mr. Raul Silguero, Precinct 2

Dr. Mona Parras, Precinct 3

Mr. Cris Trevino, Precint 4

Mr. Jaime Longoria, County Judge's Office

Ms. Darlene Betancourt, Purchasing

Ms. Cris Ayala, Purchasing

Mrs. Erika Reyna-Velazquez, CJ's/DBM

Discussion Items & Evaluation Committee Recommendations:

- Only one response to the RFP/Q
- Sole response did not meet the minimum requirements
- **Recommendation 1: Reject proposal and re-advertise** for Real Estate Broker Services
- **Recommendation 2: Revise RFP/Q Minimum Firm Qualifications** to the following:
  - RFP/Q Pg 6 – b) The firm must have an office that has been continuously operated for the last five (5) years within the County area.
  - RFP/Q Pg 6 – c) The lead broker assigned to the contract and responsible for the coordination and execution of the work must have a minimum of five (5) years of experience…
  - RFP/Q Pg 6 – d) Each real estate professional assigned to this contract must have a minimum of three (3) years of experience in his or her areas of expertise. All other assigned professionals must have a minimum of three (3) years of experience in their areas of expertise
  - Experience Pg 7-III Responding firm shall demonstrate at least 3 projects that were undertaken and successfully sold as commercial developments

Next Steps:

- **April 22, 2014 Agenda Items:**
  - Agenda Item for rejection and re-advertising

- Agenda Item for Commissioners' Court approval of additional properties for sale

Have a nice day,
Erika Reyna-Velazquez
Director of Special Projects
Hidalgo County Judge's Office/
Department of Budget & Management
302 W University Drive
Edinburg, TX 78539
Tel: 956.318.2600
Cell:956.739.9399
Email: erika.reyna@co.hidalgo.tx.us

----- Original Message -----
From: Erika Reyna <erika.reyna@co.hidalgo.tx.us>
To: Raul Lozano <raul.lozano@co.hidalgo.tx.us>, Raul Silguero <raul.silguero@co.hidalgo.tx.us>, mona parras <monaparras@yahoo.com>, Mona Parras <mona.parras@co.hidalgo.tx.us>, Cristobal Trevino <cristobal.trevino@co.hidalgo.tx.us>, Yolanda Chapa <yolanda.chapa@co.hidalgo.tx.us>
Cc: Sergio Cruz <sergio.cruz@co.hidalgo.tx.us>, Dina Trevino <dina.trevino@co.hidalgo.tx.us>
Sent: Tue, 15 Apr 2014 17:16:44 -0500 (CDT)
Subject: Broker Services Meeting Followup
Good afternoon,
Friendly reminder of tomorrow's meeting at 10:30 am at the Purchasing Conference Room. Please bring your evaluation packets. See you tomorrow,
Have a great evening,

Erika Reyna-Velazquez
Director of Special Projects
Hidalgo County Judge's Office/
Department of Budget & Management
302 W University Drive
Edinburg, TX 78539
Tel: 956.318.2600
Cell:956.739.9399
Email: erika.reyna@co.hidalgo.tx.us

RFP NO: 2014-132-00-00-CGA	BUYER III: Gricelda (Cris) Ayala	Tel. No: (956) 292-7000 Ext. 4867

REQUEST FOR PROPOSALS (w/QUALIFICATIONS)

Hidalgo County
Edinburg, Texas

"REAL ESTATE BROKER SERVICES FOR HIDALGO COUNTY"

_____, 2014

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Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

1. Sealed proposals with qualifications will be received for **"Hidalgo County – Real Estate Broker Services",** in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.

2. One (1) original and seven (7) copies of all RFPs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFP NO: 2014-132-00-00CGA-Hidalgo County- Real Estate Broker Services"** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, _____, 2014.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: RFP NO: 2014-132-00-00CGA- HIDALGO COUNTY- REAL ESTATE BROKER SERVICES".

   WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via facsimile to (956) 292-7612 OR VIA E-MAIL TO: cris.ayala@co.hidalgo.tx.us BY NO LATER THAN WEDNESDAY, _____ 2014 AT 5:00 P.M. RESPONSES WILL BE SENT TO ALL APPLICANTS BY FRIDAY, _____ 2014, by 5:00 P.M. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

   Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.

5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.

6. ~~Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references~~.

7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.

9. Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.

10. County reserves the right to accept or reject any or all proposals.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract~~, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office~~

~~in order to establish an account with the County.~~ All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS: **(If applicable)**

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful proposer
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract Number (if any)
  d) Notation – "**Hidalgo County – Real Estate Broker Services"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, County Auditor
2802 S. Business Hwy. 281
Edinburg, TX 78539
956-318-2511

17. Schedule of Events

Projected Proposal Opening, 9:30 A.M., _____, 2014
Project/Anticipated Award Date: _____, 2014
Commence Work or Deliver Products: _____, 2014

18. ~~Bid or Performance Bond and~~ **Debarment Certification**~~; Payment Under Contract:~~

~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

. ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

. ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~

. ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

. ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest:

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

21. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

. Possess or is able to obtain adequate financial resources as required to perform under the proposal;

. Be able to comply with the required or proposed delivery schedule;

. Have a satisfactory record of performance;

. Have a satisfactory record of integrity and ethics;

. Be otherwise qualified and eligible to receive an award.

24. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and and benefits as required by Federal or State law. Successful proposers' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the requirements.

27. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

28. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not

picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

31. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

32. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

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REQUEST FOR PROPOSAL

HIDALGO COUNTY
"Real Estate Broker Services"

RFP NO: 2014-132-00-00-CGA

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer:_____

Address:_____

_____

_____

By:_____

Printed Name:_____

EXHIBIT A

REQUIREMENTS/SCOPE OF WORK/QUALIFICATIONS

HIDALGO COUNTY
REQUEST FOR PROPOSAL
(w/QUALIFICATIONS)

"REAL ESTATE BROKER SERVICES"

RFP NO: 2014-132-00-00-CGA

(NIGP Code: 958-83)

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The County of Hidalgo is requesting sealed proposals from qualified and interested broker firms in order to contract for "Real Estate Broker Services**"** to assist the County in the disposition and/or acquisition of property **for Hidalgo County on an "As Needed Basis/Non Exclusive Basis" per project by Hidalgo County Precincts** as specified herein in accordance with Local Government Code 263.008 the County may contract with a broker to sell a tract of real property that is owned by the county. All firms submitting a response to this request for proposals must be a licensed real estate broker in the State of Texas. The information provided in the Request for Proposal (hereinafter referred to as "RFP") is only to be used for the purpose of preparing a proposal for "Real Estate Broker Services". RFP's will be accepted until **9:30 A.M., Wednesday, _____, 2014. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:
RFP NO: 2014-132-00-00-CGA

US Postal Mail address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy. 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope Must Show the RFP Number, Name and Acceptance Date.
The following outlines the Request For Proposal:

SECTION I GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:
Hidalgo County is requesting that "Request For Proposals" be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMIL NO LATER THAN WEDNESDAY_____ 2014 at 5:00 P.M. at (956) 292-7612, and/or BY EMAIL TO: cris.ayala@co.hidalgo.tx.us . Responses will be sent to all applicants via facsimile by FRIDAY, _____, 2014. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code

Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's, affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF PROPOSALS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposals (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering RFP, to make sure that it is stamped

with date and time by the County Purchasing staff.

SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink**.

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF CONTRACT:
It is intended that the term of the contract will be for an initial period of three (3) years, with County's option to renew for an additional one (1) year term, under the same rates, terms and conditions.

The County has the option to extend for sixty (60) day grace period at the end of the contract for unforeseen delays on subsequent contract under the same rates, terms and conditions.

DAVIS BACON ACT: (If Applicable)
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

TERMINATION OF SERVICES:
Any contract awarded to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

SECTION II RFP REQUIREMENTS

REQUEST FOR PROPOSALS:
The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

CONTENTS:
The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

PURPOSE:

Hidalgo County is soliciting proposals from qualified firms and/or individuals with demonstrated competency and qualifications for complete broker services for the disposition and/or acquisition of property on an as needed basis as identified by the County. In general the need for the acquisition of property will initially be identified by the Hidalgo County Commissioners. The role of the selected firm or individual will be to provide professional advice to the county concerning the market conditions impacting the property, prepare and execute a detailed marketing plan, identify potential buyers and assist, as requested, in final contract negotiations. **While the county has initially identified five (5) properties for disposition, it is anticipated that additional properties will be identified during the initial term of the executed contract**.

At this time, the County has identified the following five (5) properties for potential sale:

1. Youth Village
   1711 N. Bridge Ave. Weslaco, Texas
2. McAllen Automobile License Substation
   529 N. Cynthia St. McAllen, Texas
3. Pct. #3 Oil and Lube Garage
   412 W. 13th Street, Mission, Texas
4. H.C. Old Co. Jail/Restitution Center
   207 E. Loeb St., Edinburg, Texas
5. H.C. Old Facilities Mgmt. Carpentry Shop
   219 E. Loeb St., Edinburg, Texas

Duties to be performed by the broker will include, but not be limited to:

- Finding a buyer ready, willing, and able to purchase each of the properties listed and future properties to be identified by Hidalgo County
- Assisting the County in identifying properties available for future expansion of services throughout Hidalgo County.
- Assisting to the extent requested by County, in negotiating terms of and completing a real estate purchase and sale agreement, and
- Services will include comprehensive review of potential properties (categorized with recommended improvements) offered by County, marketing of selected properties for disposition and sale;
- Complying with all applicable laws in performing duties.

SCOPE OF WORK

I. Broker will propose a methodology that will give Hidalgo County the opportunity to have minimal out-of-pocket compensation for the scope of work to be performed. Compensation shall be brokerage commissions on closed transactions.

II. Broker may be asked to develop a comprehensive strategic plan and holistically evaluate County's assets and operations for:

a. A fixed fee;
b. An hourly consulting basis, or
c. A percentage basis statutorily permitted by Law at County's sole discretion and most advantageous option.

III. Broker may be requested to provide disposition services to implement strategic initiatives and reduce facility costs or generate revenue for Hidalgo County. This may include, but not limited to: the disposition of surplus assets owned by the County whether by sale, auction, lease, sublease, joint venture, public/private partnership or other means necessary and advisable to implement the strategic initiatives. Compensation for any such services if requested by the County may be:

a. If Disposition by Sale:
    1. $0 – 2 million = _____ % (To be negotiated with a cap of 6%)
    2. $2.1 – 7 million = _____% (To be negotiated with a cap of 5%)
    3. $7.1million+ = _____% (To be negotiated with a cap of 4%)

b. If Disposition by Auction or Sealed Bid;
    1. In the event of disposition by auction of property and to eliminate the out-of-pocket costs to the County;
        a. Broker shall be paid a success fee from County's proceeds at escrow of ___%.
        b. Fees shall be paid by third-parties with whom the County may conclude a transaction, or funded through the transaction (sale proceeds);
        c. The buyer of said property shall pay a buyer's premium based on the asset type. Marketing costs to implement the auction process shall be by mutual consent once the scope of work and number of parcels to be sold is better known.

    This methodology means that the County will never have to fund the costs of the broker's auction services. All fees are paid from proceeds of sales.

c. If Disposition by Lease;
    1. In the event of a lease of County owned property, broker shall be paid a fair market commission from lease proceeds generated as a result of such lease.

d. Acquisition Transactions:

1. In the event that the strategic plan calls for acquisition of real estate by lease or purchase, the County shall notify third-party landlords that broker is exclusively authorized to represent the County in real estate matters as assigned by the County for which broker shall be entitled to earn and be paid a fair market commission by said third-party landlord.

IV. Additional Services:

Should the County wish to consider additional services other than the ones mentioned in this proposal, broker may develop a program that matches the County's needs and provide relevant pricing that is open book and transparent.

MINIMUM FIRM QUALIFICATIONS:

Please note that responses to this RFP are sought only from experienced brokers who can demonstrate their ability to perform and who have personnel with a proven track record of success in providing commercial real estate brokerage services. A proposal must demonstrate that the broker meets the following minimum qualifications to be eligible for consideration for this project:

a) The firm, organization or company must have a minimum of one real estate broker licensed in the State of Texas. Other key real estate professionals, assigned to the contract must be real estate agents licensed in the State of Texas

b) The firm must have an office that has been continuously operated for the last five (5) years within the County Area.

c) The lead broker assigned to the contract and responsible for the coordination and execution of the work must have a minimum of five (5) years of experience and a proven track record in providing commercial real estate brokerage transactional services involving large scale commercial properties for its clients.

d) Each real estate professional assigned to this contract must have a minimum of three (3) years of experience in his or her areas of expertise. All other assigned professionals must have a minimum of three (3) years of experience in their areas of expertise.

e) Be advised that Hidalgo County may require that the contract between the broker and Hidalgo County include a provision making any change in staff persons identified in the contract subject.

REQUIREMENTS:

Each proposal must address, but may not be limited, to the following issues:

(a) Firm Name;
(b) Name, position, phone and fax number of Point of Contact (POC);
(c) Name of Principal/Owner and number of years in business;
(d) Provide the number of staff members available in order to render (but not limited to) all the services described and listed herein;

(e) List three (3) governmental projects with names, addresses and phone number of representatives who can be contacted for references;
(f) Detail how your firm/company has the capability to deliver the services required on a timely basis;

EXPERIENCE:

I. Responding firm shall include a list and brief description of commercial projects that the respondent and/or team member(s) successfully provided commercial real estate advisory services within the past three (3) years. For each property, provide the following:
- Detailed property description
- Location of the property
- Description of respondent's role
- Completion date of service, and
- The fee for the services provided.

II. Each property example should be described in an executive summary format limited to three (3) pages each.

III. Responding firm shall demonstrate at least three 3 projects that were undertaken and successfully sold as commercial developments;

REFERENCES:
Responding firm shall provide a minimum of three (3) client references for commercial real estate representation. Information should include primary contact telephone number and email address. Responding firms that do not provide reference information will not be considered for award.

COST/FEE PROPOSAL:
Responding firms shall provide a proposed cost of services and all fees including commission.

SECTION III: SELECTION, EVALUATION AND AWARD

SELECTION PROCEDURES/EVALUATION CRITERIA:
The evaluation consists of a 100-point scoring system based on the Evaluation Criteria - Exhibit B. However, at the sole discretion of Commissioner's Court a presentation may be requested from the participating firm(s) that have scored at least 80 points in order to complete and finalize the ranking.

(A) The Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by Commissioner's Court) will review, score and evaluate the RFPs received in response to this Hidalgo County request for proposals.

(B) After the RFPs have been reviewed, scored and evaluated, the committee will present a grid to the Hidalgo County Commissioner's Court for the purposes of ranking.

Proposals will be graded on a point system with emphasis on ability to service the County and experience, including but not limited to the following:

		Maximum Points
A.	**Firm(s) Qualifications**	**(25)**
B.	**Marketing Plan**	**(25)**
C.	**Cost/Fee Proposal**	**(30)**
D.	**Understanding of Project/Similar Services**	**(20)**
	TOTAL:	**100**

SECTION IIII: FORMAT OF PROPOSALS

The proposal shall be divided into tabbed, marked sections and shall include but not be restricted or limited to the following information described in this section.

1. **Letter of Transmittal**
   The letter of transmittal must include the following; clearly identify the submitting organization or individual; identify the name and title of the person authorized by the organization to contractually obligate the organization; identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization; identify the names ,titles and telephone numbers of persons to be contacted for clarification; identify the tax identification number; explicitly indicate the acceptance of all of the General Conditions and Requirements conditions stated in the appropriate section of this solicitation; and be signed by the person authorized to contractually obligate the organization.

2. **Proposed Team**
   Responding firms or individuals shall provide current resumes for each principal, and each of the other staff members that the firm intends to include on it's team. Resumes should address educational background, work experience, and professional affiliations.

   If the lead management role will be assumed by someone other than a responding firm's principal, identify the individual on the entity's behave who will be responsible

for the day-to–day management of the advisory team and implementation of the overall program of work. Responding firm shall indentify all other firms and organizations it intends to include as strategic partners.

Clearly identify the current license status of each individual listed in the proposed team (license number, license type, license status, expiration date).

3. **Experience**
   Responding firm shall include a list and brief description of commercial projects that the respondent and/or team member(s) successfully provided commercial real estate advisory services with the past three (3) years. For each property provide the following;

   Detailed property description
   Location of Property
   Description of Respondents role
   Completion date of service
   The fee for the service provided

   Each property example should be described in an executive summary format limited to three (3) pages each.

4. **References**
   Responding firm shall provide three (3) client references for commercial real estate representation. Information should include primary contact telephone number and e-mail address. Responding firms that do not provide reference information will not be considered for award.

5. **Cost/Fee Proposal**
   Responding firms shall provide a proposed cost of services and all fees including commission. This section shall have original signatures/titles.

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EXHIBIT B

EVALUATION CRITERIA

Hidalgo County

"REAL ESTATE BROKER SERVICES"

RFP: 2014-132-00-00CGA

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EXHIBIT "B"

SELECTION/EVALUATION/RANKING CRITERIA

Proposals w/Qualifications will be graded on a point system with emphasis on ability to service the County and experience in ability to assist-assess review and facilitate counties revenue and expenditure efficiencies in various public and private sectors, including but not limited to the following:

1. **FIRMS QUALIFICATIONS - (25 POINTS)**
   a) Licensed Real Estate Broker;
   b) Experience (years) in Real Estate Marketing;
   c) Provides appropriate evidence of adequate staffing;

2. **MARKETING PLAN- (25 POINTS)**
   a) Demonstrate at least three (3) projects undertaken and sold as commercial development;
   b) Broker provided a marketing plan.

3. **COST/FEE PROPOSAL – (30-POINTS)**
   a) Proposed cost of performing services;
      - (including commission and all fees of performing services)

4. **UNDERSTANDING PROJECT/SIMILAR PROJECTS - (20 POINTS)**
   a) Brokers technical understanding of the project;
   b) Broker adheres to the instructions in the request for proposals on preparing and submitting the proposal;

TOTAL POINTS = 100 POINTS

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EXHIBIT "B"

RFP EVALUATION FORM

"REAL ESTATE BROKER SERVICES"

Selection Criteria		Minimum Points	Score
1. FIRM (S) QUALIFICATIONS	25 PTS		
➢ Licensed Real Estate Broker;		0-10	
➢ Experience (years) in Real Estate Marketing		0-10	
➢ Provided appropriate evidence of adequate staffing		0-5	
Comments/Rationale for points:		**TOTAL:**	_____
2. MARKETING PLAN	25 PTS		
➢ Demonstrate at least three (3) projects undertaken and sold as commercial development		0-15	
➢ Broker provided a marketing plan		0-10	
Comments/Rationale for points:		**TOTAL:**	_____
3. COST	30 PTS		
➢ Proposed cost of performing services; o (including commission and all fees of performing services)		0-30	
Comments/Rationale for points:		**TOTAL:**	_____
4. UNDERSTANDING OF PROJECT/SIMILAR SERVICES	20 PTS		
➢ Brokers technical understanding of the project		0-15	
➢ Broker adheres to the instructions in the request for proposals on preparing and submitting the proposal		0-5	
Comments/Rationale for points:		**TOTAL:**	_____
		TOTAL SCORE:	_____

Provider: _____

Evaluator: _____ Date: _____

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THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONTRACT FOR CONSULTING SERVICES

C-14-132-00-00

THIS AGREEMENT is made on the ___ day of _____, **2014** by and between **HIDALGO COUNTY, TEXAS,** a political subdivision of the State of Texas (hereinafter "County") and _____ a State of Texas licensed real estate broker _____ (hereinafter" Consultant") to serve at the pleasure of the Hidalgo County Commissioner's Court.

W I T N E S S E T H:

WHEREAS, County desires to contract with a person to provide the services necessary to the County of Hidalgo that are more specifically set forth hereinafter; and

WHEREAS, Consultant(s) has agreed to provide the services enumerated hereinafter to Hidalgo County Commissioner's Court.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, County and Consultant(s) agree as follows:

1. Consultant(s) agrees to provide the County the consulting services required by Hidalgo County in connection with **"Real Estate Broker Services"** (the "Services"). The County requested proposals from licensed real estate brokers to assist the County to provide real estate brokerage services to the County. The Services include, but are not limited to, the items listed on Appendix A, which is attached and made a part of this Contract.

2. Consultant(s) will report any problems or recommended changes in the Implementation

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of **"Real Estate Broker Services"** to Hidalgo County.

3. As consideration for services of Consultant(s) described herein, County agrees to pay Consultant(s) the fees as outlined in Appendix B, which is attached to and made a part of this Contract.

4. Consultant(s) must comply with all applicable County policies. Notwithstanding the foregoing sentence, Consultant(s) represents and maintains that he is an independent Consultant(s) and is not an employee of County or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of County. Consultant(s) agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

5. County and Consultant(s) agree that either party may terminate this Contract upon thirty (30) days written notice at any time for any reason or no reason at all. In the event this Contract is terminated without cause by County, but not otherwise, any unpaid fees or compensation owing to Consultant(s) at the time of termination under this Contract will be due and payable to Consultant(s) within thirty (30) days following the time of contract termination.

6. Consultant(s) may not assign the obligations or rights under this Contract to any person without the prior written consent of County.

7. Consultant(s) agrees to comply with the Title VI of the Civil Rights Act of 1964.

8. The term of this Contract shall be for a period of three (3) years commencing on_____ and terminating on _____, unless earlier terminated as provided herein. Hidalgo County reserves the right to extend this Contract for an additional one (1) year term, and this Contract may be extended at the sole discretion of the County for an additional sixty (60) day grace period at the end of the Contract term for unforeseen delay

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in award of new bid for next contract.

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

If to County: County of Hidalgo, Texas
Attn: County Judge
302 W. University Drive
Edinburg, Texas 78539

If to Consultant(s): _____
Attn: _____
_____
_____

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 at it is deposited in the United States mail.

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

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conflict exists.

11. **No Waiver.** No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

12. **Entire Agreement.** This Contract 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 Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Consultant(s) and not otherwise.

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

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

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

16. **Assignment.** This Agreement shall not be assignable; provided, however, that Consultant(s) may assign its right to receive payments hereunder for the purpose of obtaining financing so long as Consultant(s) is not excused from and/or does not delegate its duties hereunder.

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

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

19. **Authority to Execute**. The execution and performance of this Contract by County and Consultant(s) have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes and valid and enforceable obligations of County and Consultant(s) in accordance with its terms.

20. **Ethical Provision**. It is understood that the employee of County or individuals acting as agents for County are not authorized to receive any type of personal payment, reimbursement, compensation, commission, gift or gratuity for services provided under this Contract. Consultant(s) warrants that no employee or agent of the County has been retained to solicit or secure this Contract and that Consultant(s) has not paid or agreed to pay and employee of County any fee, commission, percentage brokerage fee, gift or any other consideration contingent upon the making of this Contract, or as an inducement for entering into this Contract. The unauthorized offering or receipt of such payments may result in the immediate termination of this Contract.

21. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of the County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Consultant(s). County, agrees however, to use reasonable efforts to

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secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provision of Tex. Loc. Govt. Code Ann §271.903 (Vernon Supp. 1995).

22. **Indemnity and Hold Harmless**. Consultant(s) agrees to indemnify and hold County harmless from any loss, costs, liabilities or damages which are incurred by County which are primarily attributable to the acts or omissions of Consultant(s) or the acts or omissions of Consultant(s) employees, agents or other representatives, including the violation of any law or regulation related to Consultant(s)'s duties under this Agreement.

To the extend permitted by applicable law, County agrees to indemnify and hold Consultant(s) harmless from any loss, costs, liabilities or damages which are incurred by Consultant(s) which are primarily attributable to the acts or omissions of County of the acts or omissions of County employees, agents or other representatives, including the violation of any law or regulation related to County's duties under this Agreement.

23. **Representation and Warranties**. Consultant(s) represents and warrants to County all representations and warranties of Contract as contained in its responses to County's Request for Proposal are true and correct as of the date hereof. Consultant(s) additionally represents and warrants that has not, and will not in the future, receive any compensation (whether in the form of cash, credit, commissions, gifts, tangible property or otherwise) in connection with the award by County of a contract for employee health benefits, other than compensation to Consultant(s) pursuant to this Contract. In the event any representation or warranty of Consultant(s) hereunder is or becomes incorrect or untrue, Consultant(s) agrees to promptly notify of Consultant(s) hereunder is or becomes incorrect or untrue, Consultant(s) agrees to

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promptly notify County thereof, in which event County may, in its sole discretion, elect to termination this Contract, for cause, in the manner herein provided. Consultant(s) acknowledges and agrees that County has relied and continues to rely upon the representations and warranties of Consultant(s) as herein contained as a material inducement to County to enter into the Contract.

EXECUTED and effective as of the day and year first written above.

APPROVED BY COMMISSIONERS COURT ON_____, 2014.

APPROVED AS TO FORM:
Atlas, Hall and Rodriguez, L.L.P

By:_____
Stephen L. Crain

COUNTY OF HIDALGO, TEXAS

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Consultant:

By:_____

Printed Name:_____

Title:_____

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EXHIBIT “A”
SCOPE OF SERVICES

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EXHIBIT “B”
PAYMENT SCHEDULE

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EXHIBIT “C”
INSURANCE

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AI-43843 **Purchasing Department 16. A. 3.**

CC - REGULAR

Meeting Date: 04/22/2014

Submitted For: Martha L. Salazar, HC-PA **Submitted By:** Sandy Suarez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of lowest and best bid received (from the most responsible vendor) as detailed in tabulation sheet contained herein and meeting all specifications and/or requirements for the purpose of award and approval of contract for Request for Bid titled:Hidalgo County -"SS-1 Emulsified Asphalt and Delivery Services" to Ergon Asphalt & Emulsions, Inc. through project No.: 2014-038-03-09-SGS.

BACKGROUND

1. Contract will commence upon approval of Commissioner's Court.
2. Will be on an "As Needed Basis"
3. Contract document was reviewed and approved by Legal Counsel as to form.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-121-005-0-673

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

BUDGETARY IMPACT:

"As Needed Basis" Pct 1 - $ 24,422.81 as of 04/16/14

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-122-006-0-673

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

BUDGETARY IMPACT:

"As Needed Basis" Pct 2 - $ 16,945.32 as of 04/16/14

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-123-005-0-731

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

BUDGETARY IMPACT:

"As Needed Basis" Pct 3 - $ 36,387.60 as of 04/16/14

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-124-007-0-731

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

BUDGETARY IMPACT:

"As Needed Basis" - Pct 4 - $ 5,389.08 as of 04/16/14

Attachments

Recommendation, Tab & Participation

Legal Approval

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/16/2014 01:04 PM
Budget & Management	Debbie Tamez	04/16/2014 01:26 PM
Obdett Calzada	Obdett Calzada	04/16/2014 04:39 PM
Auditor's Office	Monica Badillo	04/17/2014 02:23 PM

Form Started By: Sandy Suarez Started On: 03/28/2014 09:30 AM

Final Approval Date: 04/17/2014

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Department's Recommendation)

To: **Mr. Raul E. Sesin, PE, CFM, Planning Administrator**
Hidalgo County Engineering Projects Office

Attn: **Eliza Yzaguirre, Engineering Tech**

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department.

Date: **March 19, 2014**

RE: **BID AWARD RECOMMENDATION/CONCURRENCE REQUEST**
Bid No. 2014-038-03-19-SGS-Hidalgo County- SS-1 EMUSIFIED ASPHALTAND DELIVERY SERVICES"

We have received **two (2) responses** to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copies of the bid responses for your review and recommendation.

We would like to present your recommendation on the proposed Commissioner's Count Meeting; therefore, we need your response no later than **Wednesday, March 26, 2014 @ 10:00 a.m.** to be able to present to Commissioner's Court on **Tuesday, April 15, 2014.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department **via fax to (956)-318-2629 or via email to: sandy.suarez@co.hidalgo.tx.us.**

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.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. ELGIN ASPHALT & EMULSION, INC.	LOW PRICE/MEETS SPEC. (TXDOT)
2.	
3.	

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
PE	RAUL E. SESIN, P.E.	PLANNING	3/20/14

Enclosures

Mr. Sesin

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

MEMORANDUM

Date: March 19, 2014

TO: **Hon. A.C. Cuellar, Commissioner**
Hidalgo County Precinct No. 1
Attn: Mr. Eddy Gonzalez, Exec. Asst. of Community Affairs

TO: **Hon. Hector Palacios, Commissioner**
Hidalgo County Precinct No. 2
Attn: Mr. Ricardo Cuellar, Field Operations Foreman

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
Attn: Mr. Saul Ramirez, Field Operations Foreman

Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4
Attn: Mr. Marcos Lopez, Chief Administrator

RE: **BID AWARD RECOMMENDATION/CONCURRENCE REQUEST**
Bid No. 2014-038-03-19-SGS-Hidalgo County- "SS-1 EMULSIFIED ASPHALT AND DELIVERY SERVICES"

Attached you will find a copy of two (2) bid responses received for the above referenced project. Please review. We will need to present this on the proposed Commissioner's Court Meeting; therefore, we would like to have your response on or before the following deadline.

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 Wednesday, March 26, 2014 @10:00 A.M. in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday, April 15, 2014.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4860

COMMENTS/CONCERNS:
Recommended vendor: Ergon Asphalt

BUDGET ACCOUNT #: 4-1200-431-00-121-005-0-693

Authorized Signature | Raul Lozano (Printed Name) | Pct. 1 (Department) | 3/19/14 (Date)

Enclosures

Pat'

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

HIDALGO COUNTY
PRECINCT NO. 2
COMPOUND
2014 MAR 20 AM 10 13

MEMORANDUM

Date: March 19, 2014

TO: **Hon. A.C. Cuellar, Commissioner**
Hidalgo County Precinct No. 1
Attn: Mr. Eddy Gonzalez. Exec. Asst. of Community Affairs

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
Attn: Mr. Saul Ramirez, Field Operations Foreman

TO: **Hon. Hector Palacios, Commissioner**
Hidalgo County Precinct No. 2
Attn: Mr. Ricardo Cuellar, Field Operations Foreman

Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4
Attn: Mr. Marcos Lopez, Chief Administrator

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

RE: **BID AWARD RECOMMENDATION/CONCURRENCE REQUEST**
Bid No. 2014-038-03-19-SGS-Hidalgo County- "SS-1 EMULSIFIED ASPHALT AND DELIVERY SERVICES"

Attached you will find a copy of two (2) bid responses received for the above referenced project. Please review. We will need to present this on the proposed Commissioner's Court Meeting; therefore, we would like to have your response on or before the following deadline.

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If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4860

2014 MAR 21 AM 10 32
HIDALGO COUNTY
PRECINCT NO. 2

COMMENTS/CONCERNS: NONE

FELTON ASPHALT & EMULSIONS INC,

BUDGET ACCOUNT #: 4-1200-431-00-122-006-0-673

Ricardo Cuellar R.B, Parks, Maintenance 3-19-14

Authorized Signature | Printed Name | Department | Date

Enclosures

Pd 2

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

MEMORANDUM

Date: March 19, 2014

TO: Hon. A.C. Cuellar, Commissioner
Hidalgo County Precinct No. 1
Attn: Mr. Eddy Gonzalez, Exec. Asst. of Community Affairs

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
Attn: Mr. Saul Ramirez, Field Operations Foreman

TO: Hon. Hector Palacios, Commissioner
Hidalgo County Precinct No. 2
Attn: Mr. Ricardo Cuellar, Field Operations Foreman

Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4
Attn: Mr. Marcos Lopez, Chief Administrator

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

RE: BID AWARD RECOMMENDATION/CONCURRENCE REQUEST
Bid No. 2014-038-03-19-SGS-Hidalgo County- "SS-1 EMULSIFIED ASPHALT AND DELIVERY SERVICES"

Attached you will find a copy of two (2) bid responses received for the above referenced project. Please review. We will need to present this on the proposed Commissioner's Court Meeting; therefore, we would like to have your response on or before the following deadline.

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 Wednesday, March 26, 2014 @10:00 A.M. in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday, April 15, 2014.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4860)

COMMENTS/CONCERNS: Longer Asphalt
José Luis

BUDGET ACCOUNT #: 4-1300-431-60-623-105.2-731

Authorized Signature	Printed Name	Department	Date
Com. Joe M. Flores	Joe M. Flores	Pct #3	3/26/14

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: March 19, 2014

TO: **Hon. A.C. Cuellar, Commissioner**
Hidalgo County Precinct No. 1
Attn: Mr. Eddy Gonzalez, Exec. Asst. of Community Affairs

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
Attn: Mr. Saul Ramirez, Field Operations Foreman

TO: **Hon. Hector Palacios, Commissioner**
Hidalgo County Precinct No. 2
Attn: Mr. Ricardo Cuellar, Field Operations Foreman

Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4
Attn: Mr. Marcos Lopez, Chief Administrator

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

RE: **BID AWARD RECOMMENDATION/CONCURRENCE REQUEST**
Bid No. 2014-038-03-19-SGS-Hidalgo County- "SS-1 EMULSIFIED ASPHALT AND DELIVERY SERVICES"

Attached you will find a copy of two (2) bid responses received for the above referenced project. Please review. We will need to present this on the proposed Commissioner's Court Meeting; therefore, we would like to have your response on or before the following deadline.

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 Wednesday, March 26, 2014 @10:00 A.M. in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday, April 15, 2014.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4860

COMMENTS/CONCERNS:
Ergon Asphalt Emulsions Inc.
BUDGET ACCOUNT #: 4-1200-431-00-124-007-0-731

Authorized Signature	Printed Name	Department	Date
	Ramon Rodriguez	Road & Bridge	3/19/14

Enclosures

Pat 4

TABULATION SHEET
HIDALGO COUNTY
(all funding sources,programs & entities)
SS-1 EMULSIFIED ASPHALT & DELIVERY SERVICES
BID NO.: 2013-038-03-19-SGS

DESCRIPTION	VENDOR (S)			
	ERGON ASPHALT & EMULSIONS, INC.		MARTIN ASPHALT COMPANY	
SS-1 EMULSIFIED ASPHALT	Price per gallon	Demurrage after 2 hrs	Price per gallon	Demurrage after 2 hrs
LOADS of 5,000 or MORE GALLONS	2.2328	80.00	2.40	60.00
LOADS of 4,000 to 4,999 GALLONS	2.2785	80.00	2.60	60.00
LOADS of 3,000 to 3,999 GALLONS	2.3547	80.00	2.80	60.00
LOADS of 2,000 to 2,999 GALLONS	2.5071	80.00	NO BID	--------
LOADS of 1,000 to 1,999 GALLONS	2.9641	80.00	NO BID	--------

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: March 19, 2014 BID OPENING TIME: 9:30 A.M.
BID OPENING TIME: 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: "SS-1 EMULSIFIED ASPHALT AND DELIVERY SERVICES"
BID NO.: 2014-038-03-19-SGS

	NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1.	**Martin Asphalt** Attn: Jack Nimmo	Email	Sandy Suarez	03/03/14	3 Riverway Ste# 400 Houston, Tx. 77056 Ph# 800-662-0987 Fax# 800-552-2415 D#713-350-6849 jnimmo@martinmlp.com
2.	**Ergon A & E Inc.** Attn: David Kopp Beth Roe	e-mail	Sandy Suarez	03/03/14	6746 Up River Rd. Corpus Christi, TX. 78409 P#830-708-6647 david.kopp@ergon.com beth.roe@ergon.com
3.	**Prime Vendor Inc.** Kimberly Doumit	e-mail	Sandy Suarez	03/03/14	4622 Cedar Avenue Wilmington NC 28403 Phone: 800-746-9554 Fax: 800-746-8307 Bids20@prime-vendor.com
4.	**Cleveland Asphalt**	e-mail	Sandy Suarez	03/03/14	100 Asphalt Lane Shepard, TX. 77371 Ph#800-334-0177 capcoasphalt@msn.com
5.	**Western Emulsions, Inc.** Rusty Smallwood Local rep-John de la Garza	e-mail/IP	Sandy Suarez	03/03/14	8516 Kenosha Dr Usa Lubbock Tx 79423 806/787-0557 806-799-1836 rusty@westernemulsions.com john@westernemulsions.com
6.	**Virtual Builders Exchange** **Karen Sester**	e-mail	Sandy Suarez	03/12/14	4047 Naco Perrin Ste 100 San Antonio, TX 78217 P 210-564-6900 F 210-564-6902 karen@virtualbx.com

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)
FACSIMILE (FAX)

RE: C-14-038-04-22-Ergon Asphalt & Emulsions, Inc.

From : Steve Crain <scrain@atlashall.com> Mon, Apr 14, 2014 12:17 PM
Subject : RE: C-14-038-04-22-Ergon Asphalt & Emulsions, Inc.
To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

The agreement is fine.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Monday, April 14, 2014 9:48 AM
To: Steve Crain
Subject: Re: C-14-038-04-22-Ergon Asphalt & Emulsions, Inc.

Agreement 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: Friday, April 11, 2014 1:56:45 PM
Subject: RE: C-14-038-04-22-Ergon Asphalt & Emulsions, Inc.

In numbered paragraph 1 the dates are wrong.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Friday, April 11, 2014 11:34 AM
To: Steve Crain
Subject: C-14-038-04-22-Ergon Asphalt & Emulsions, Inc.

Mr. Crain:

Please review and approve as to form.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER

REQUIREMENTS AGREEMENT
C-14-038-04-22

THIS AGREEMENT (the "Agreement") is entered into effective as of **22nd of March, 2014** by and between**, Ergon Asphalt & Emulsions, Inc. a Mississippi Company** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"SS-1 Emulsified Asphalt and Delivery Services,"** for Hidalgo County 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 **"SS-1 Emulsified Asphalt"** in the areas of **HIDALGO COUNTY** projects for a period of **March 22, 2014** through **March 21, 2015**, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Hidalgo County reserves the right to extend this agreement for an additional sixty (60) day grace period at the end of the contract term (subject to the same terms, and conditions) 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. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

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
Attention: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Seller:
Ergon Asphalt & Emulsions, Inc.
Attention: 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 "C" 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 advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of 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, _____

HIDALGO COUNTY

_____
Ramon Garcia, County Judge

ERGON ASPHALT & EMULSIONS, INC.

By:_____

Printed Name:_____

Title:_____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Atlas, Hall &

By:_____
Date:_____

EXHIBIT "A"

Request for Bid (RFB)

Procurement Packet

PURCHASING DEPARTMENT
County Of Hidalgo

March 03, 2014

Bidder's name

Address

City

State, Zip Code

RE: **Hidalgo County**
Request for Bids – "SS-1 EMULSIFIED ASPHALT AND DELIVERY SERIVCES"
RFB № 2014-038-03-19-SGS

Dear Sir/Madam:

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)
"SS-1 EMULSIFIED ASPHALT AND DELIVERY SERVICES"
BID NO.: 2014-038-03-19-SGS

Item	Description	No. of Pages
1.	Request For Bid Letter	1
2.	Request for Bid, Legal Notice	8
3.	Exhibit A, Requirements	4
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

March 03, 2014
Date

LEGAL NOTICE

REQUEST FOR BIDS

Hidalgo County
(All funding services, programs & entities)

"SS-1 EMULSIFIED ASPHALT AND DELIVERY SERVICES"

RFB No.: 2014-038-03-19-SGS

Bid No: 2014-038-03-19-SGS	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 ext. 4860

REQUEST FOR BIDS

HIDALGO COUNTY
(All funding sources, programs and entities)

"SS-1 EMULSIFIED ASPHALT AND DELIVERY SERVICES"
BID OPENING DATE:

MARCH 19, 2014

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 - New Administration Building
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY (All Funding Sources, Programs and Entities)–"SS-1 EMULSIFIED ASPHALT AND DELIVERY 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: **BID-2014-038-00-00-SGS- HIDALGO COUNTY (All Funding Sources, Programs and Entities) - "SS-1 EMULSIFIED ASPHALT AND DELIVERY SERVICES"** and in County's Purchasing Department, 2812 So. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m. WEDNESDAY, MARCH 19, 2014. 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-2014-038-03-19-SGS RFB-HIDALGO COUNTY(All Funding Sources, Programs And Entities) – "SS-1 EMULSIFIED ASPHALT AND DELIVERY 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. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models

of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)

d) Notation - **HIDALGO COUNTY(All Funding Sources, Programs and Entities) - "SS-1 EMULSIFIED ASPHALT AND DELIVERY SERVICES"** 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, Auditor
2808 South Business Hwy 281
Edinburg, Texas 78539
ATTN.: Accounts Payable (956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 AM	**MARCH 19, 2014**
Award of Contract	_____, 2014
Commence Work or Deliver Products	_____, 2014

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & 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 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 and Entities)
"SS-1 EMULSIFIED ASPHALT"
BID NO.: 2014-038-03-19-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 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)

"SS-1 EMULSIFIED ASPHALT AND DELIVERY SERVICES"

RFB No.: 2014-038-03-19-SGS

Exhibit "A"
Hidalgo County
(All Funding Sources, Programs and Entities)
"SS-1 Emulsified Asphalt and Delivery Services"
Bid №: 2014-038-03-19-SGS

Scope of Services:

Hidalgo County is seeking an annual contract from qualified vendors to supply and deliver **SS-1 Emulsified Asphalt** to the following locations but not limited to and on **"as needed basis"**. SS-1 Emulsified Asphalt shall conform to the specifications according to the TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, adopted in 2004. Item 300, Asphalts, Oils, and Emulsions.

REQUIREMENTS/ SPECIFICATONS:

The following are the minimum requirements accepted.

- **Product Specifications for SS-1 Emulsified Asphalt**

Emulsified asphalt must be homogeneous, not separate after thorough mixing, and meet the requirements in Table 1.

Table 1: Emulsified Asphalt SS-1

PROPERTY	Min	Max	AASHTO Test Method
Saybolt Furol Viscosity 77 °, sec (SFS) 122°, sec (SFS)	 20 ----	 100 ----	T-72
Sieve Test, %	---	0.1	T-59
Miscibility	PASS		T-59
Cement Mixing, %	---	2.0	T-59
Coating ability & water resistance: Dry aggregate/after spray Wet aggregate/after spray	 --- ---		T-59
Demulsibility, 35ml of 0.02 N $CaCl_2$, %	---	---	T-59
Storage Stability 1 day, %	---	1	T-59
Freezing test, 3 cycles[1]	PASS		T-59
Distillation test: Residue by distillation, % by wt. Oil distillate, % by volume of emulsion	 60 ---	 --- 0.5	T-59
Test on residue from distillation: Penetration @ 77°F, 100g, 5 sec Solubility in trichloroethylene, % Ductility @ 77°, 5 cm/min, cm Float Test @ 140°F, sec	 120 97.5 100 ---	 160 --- --- ---	 T-49 T-44 T-51 T-50

1.Applies only when the Engineer designates material for winter use.

Use storage and application temperatures in accordance with Table 2. Store and apply materials at the lowest temperature yielding satisfactory results. Follow the manufacturer's instructions for any agitation requirements in storage. Manufacturer's instructions regarding recommended application and storage temperatures superseded those of Table 2.

Table 2: Storage and Application Temperatures

Type-Grade	Recommended Application Range, (° F)	Application Maximum Allowable, (° F)	Storage Maximum, (° F)
Emulsified Asphalt SS-1	50-130	140	140

- Material – bid price by the gallon delivered by vendor
- **MSDS must be submitted with bid and kept current during the contract period.**

LOCATIONS/DELIVERY INSTRUCTIONS:

All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the user department.

a) **Precinct #1 – Sunrise Hill Mile 11 North 1 ½ East of 1015, Mercedes, Texas**

b) **Precinct #2- does not have storage facilities but will make arrangements with other county precincts' for temporary storage.**

c) **Precinct #3- 7 Mile Line & Iowa Road**

d) **Precinct #4 – 1102 North Doolittle, Edinburg, Texas**

Vendor must supply Pump and Hose (For Unloading).

1. QUANTITY:

Hidalgo County will purchase material on an "AS NEEDED BASIS ONLY".
Thus it is agreed and understood that the County will purchase no more material than is needed.

2. CONTRACT TERM:

The term of the bid contract will be for a period of one (1) year. Price stated in the bid submitted will remain **firm** through the contract period.

The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by Hidalgo County within a thirty (30) day written notice prior to cancellation. The successful bidder must state therein 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.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays of award of new bid for the next contract term.

3. VENDORS PERFORMANCE:

Hidalgo County reserves the right to enforce the performance for this contract in any manner prescribed by law or deemed to be in the best interest of the county in the event of breach or default of this contract. Non-Performance of the bidder in terms of specifications and/or requirements shall be a basis for the termination of the contract by the County.

4. DEFAULT:

The County shall not pay for work, equipment, services or supplies which are unsatisfactory. Contractor may be given a reasonable opportunity twenty-four (24) hours prior to termination to correct any deficiency. This however shall in no way be construed as negating the basis for termination for non-performance.

Bidder(s) agree(s) that in the event "SS-1 Emulsified Asphalt" is unavailable from bidder(s) own inventory, bidder(s) will be responsible for locating an alternative supplier and for providing the product to Hidalgo County at the same rates/fees, terms and conditions. After the bid is awarded and in the event the awarded bidder(s) cannot provide "SS-1 Emulsified Asphalt" to Hidalgo County,

HIDALGO COUNTY will seek goods/services from the next compliant vendor or other sources and will charge the successful bidder the difference for any additional cost incurred by Hidalgo County for such item.

5. TERMINATION:

Termination, by the county may be made at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, or elsewhere under this contract, by giving thirty (30) days written notice to the Contract with the understanding that all work being performed under this contract shall cease upon the date specified in such notice.

6. TERMS AND CONDITIONS:

a) 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.

b) Hidalgo County reserves the right to award to One or Multiple bidders, whichever is in the best interest of the County.

c) Insurance certificates as per "Exhibit C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.

d) Insurance requirements for this project are to be maintained throughout the contract term (refer to Limits in Exhibit "C").

e) The bidder(s) awarded the contract cannot engage the services of a subcontractor without prior written consent of Hidalgo County to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and that subcontractor has obtained the required insurance.

f) Should the County require testing of the material to verify conformance to specifications at any time during the contract period, it will be at the Contractor's expense.

g) In the event the material furnished does not meet the entire County's requirement (regardless of weather, test's 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.

h) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

i) County may seek purchases from State awarded vendors or any cooperative purchasing programs, whenever it is in the best interest to do so.

j) All cost and expenses associated with the preparation and submission of all (Bid, Proposals, Statements of Qualifications (RFQ) and Quotes shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 South Business Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRES WILL BE ACCEPTED VIA FACSIMILE OR E-MAILED TO: sandy.suarez@co.hidalgo.tx.us no later than Tuesday, MARCH 12, 2014 at 5:00 p.m. Responses to said inquires will be sent to all applicants via e-mail by **no later than Thursday , MARCH 14, 2014 at 5:00 p.m.**

EXHIBIT "B"

BID PAGE

REQUEST FOR BIDS

Hidalgo County
(All funding services, programs & entities)

"SS-1 EMULSIFIED ASPHALT AND DELIVERY SERVICES"

RFB No.: 2014-038-03-19-SGS

EXHIBIT "B"
HIDALGO COUNTY
(All funding sources, programs, and entities)
"SS-1 EMULSIFIED ASPHALT AND DELIVERY SERVICES"
BID № 2014-038-03-19-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)

Price Per Gallon (Delivered)	Unit Cost	Demurrage Charge: will commence Two (2) Hours After Arrival
Loads Of 5,000 Gallons Or More Cost Are To Be Net F.O.B., destination	$_____ /Gal.	$_____Hour
Loads Of 4,000 – 4,999 Gallons Cost Are To Be Net F.O.B, destination	$_____ /Gal.	$_____Hour
Loads Of 3,000 – 3,999 Gallons Cost Are To Be Net F.O.B., destination	$_____ /Gal.	$_____Hour
Loads Of 2,000 – 2,999 Gallons Cost Are To Be Net F.O.B., destination	$_____ /Gal.	$_____Hour
Loads Of 1,000 – 1,999 Gallons Cost Are To Be Net F.O.B; destination	$_____ /Gal.	$_____Hour

For Internal Use Only –CommodityCcode: 745-08

The term of the bid contract will be for a period of one (1) year. Price stated in the bid submitted will remain **firm** through the contract period and will be only on an "**As needed Basis".**

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE №:_____ **FAX №:**_____

CELLULAR №:_____

AUTHORIZED SIGNATURE:_____

PRINTER NAME:_____ **DATE** ___/___/___

TITLE:_____

EXHIBIT "C"

INSURANCE REQUIREMENTS

REQUEST FOR BIDS

Hidalgo County
(All funding services, programs & entities)

"SS-1 EMULSIFIED ASPHALT AND DELIVERY SERVICES"

RFB No.: 2014-038-03-19-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 ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED [illegible] (Any one person)	$
					PER[illegible] & ADV INJURY	$
					[illegible]AL AGGREGATE	$
					[illegible]DUCTS - COMP/OP AGG	$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	EXCESS LIABILITY OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH 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					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED: INSURER LETTER: _____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES

AUTHORIZED REPRESENTATIVE

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)

"SS-1 EMULSIFIED ASPHALT AND DELIVERY SERVICES"

RFB No.: 2014-038-03-19-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 05/29/2007

(Copy of receipt and this form must be submitted with bid)

VENDOR'S APPLICATION & W-9 FORM

REQUEST FOR BIDS

Hidalgo County
(All funding services, programs & entities)

"SS-1 EMULSIFIED ASPHALT AND DELIVERY SERVICES"

RFB No.: 2014-038-03-19-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) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit**
_____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker**
_____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business: **Disadvantaged Business (At Least 51% Ownership)**

☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

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)

"SS-1 EMULSIFIED ASPHALT AND DELIVERY SERVICES"

RFB No.: 2014-038-03-19-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 indicated 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 verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

(**THIS PAGE MUST BE SUBMITTED WITH BID)**

EXHIBIT "B"

BID PAGE

EXHIBIT "B"
HIDALGO COUNTY
(All funding sources, programs, and entities)
"SS-1 EMULSIFIED ASPHALT AND DELIVERY SERVICES"
BID № 2014-038-03-19-SGS

OPENED 3/19/14 9:00am Witnessed

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)

Price Per Gallon (Delivered)	Unit Cost	Demurrage Charges will commence Two (2) Hours After Arrival
Loads Of 5,000 Gallons Or More Cost Are To Be Net F.O.B., destination	$ 2.2328 /Gal.	$ 80.00 Hour
Loads Of 4,000 – 4,999 Gallons Cost Are To Be Net F.O.B, destination	$ 2.2785 /Gal.	$ 80.00 Hour
Loads Of 3,000 – 3,999 Gallons Cost Are To Be Net F.O.B., destination	$ 2.3547 /Gal.	$ 80.00 Hour
Loads Of 2,000 – 2,999 Gallons Cost Are To Be Net F.O.B., destination	$ 2.5071 /Gal.	$ 80.00 Hour
Loads Of 1,000 – 1,999 Gallons Cost Are To Be Net F.O.B; destination	$ 2.9641 /Gal.	$ 80.00 Hour

For Internal Use Only –CommodityCcode: 745-08

The term of the bid contract will be for a period of one (1) year. Price stated in the bid submitted will remain **firm** through the contract period and will be only on an "**As needed Basis**".

BIDDER/COMPANY NAME: ERGON ASPHALT & EMULSIONS, INC.

ADDRESS: 11612 RM 2244, BUILDING 1, SUITE 250

CITY/STATE/ZIP CODE: AUSTIN, TEXAS 78738

PHONE №: (512) 469-9292 **FAX №:** (512) 469-0391

CELLULAR №: (830) 708-6647

AUTHORIZED SIGNATURE:

PRINTER NAME: DAVID C. KOPP **DATE** 03 /14 /2014

TITLE: AREA SALES MANAGER

EXHIBIT "C"

INSURANCE REQUIREMENTS

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	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED Ergon Asphalt & Emulsions, Inc. P.O. Box 1639 Jackson, MS 39215-1639	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 X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X $250,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC			GL0930073911	08/01/2013	08/01/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			BAP291743515	07/01/2013	07/01/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC291716515 (AOS) WC654826304 (MA)	07/01/2013 07/01/2013	07/01/2014 07/01/2014	X WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

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	CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S. Business Hwy 281 Edinburg, TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. David B. Gorney

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AI-44063 **Purchasing Department 16. A. 4.**

CC - REGULAR

Meeting Date: 04/22/2014

Submitted For: Martha L. Salazar, HC-PA **Submitted By:** Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting clarification/correction of AI#20245-CC 10-25-11 to reflect term of agreement was erroneously captioned as one (1) year when BuyBoard Cooperative Contract automatic annual renewal;

B. Ratification by HCCC of annual renewal of Superior Alarms through BuyBoard contract #325-09 from 10-26-12 through 04-14-14;

C. Approval to continue services provided through Superior Alarms through BuyBoard contract #401-12

D. Acceptance and Approval to process invoices for the following elected offices, departments;

1. John Austin Pena Primary Care and Substance Abuse Treatment Facility
2. Precinct No. 2

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Should requisitions be required, the purchasing department will contact user departments

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

4-1100-419-40-220-001-0-413 (Monitoring Invoice)
4-1200-431-00-122-005-0-413 (Precinct 2 Superior Alarm)

Attachments

CC Original approval -agreement with Superior thru BuyBoard

Current BuyBoard-Superior Alarms contract

2012-2013 Monitoring Invoice from Superior

2013-2014 Monitoring Invoice from Superior

2014 Superior Alarms

2013 Superior Alarms

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	04/16/2014 05:18 PM
Budget & Management	Debbie Tamez	04/17/2014 08:21 AM
Auditor's Office	Monica Badillo	04/17/2014 02:23 PM

Form Started By: Marty Salazar Started On: 04/11/2014 10:45 AM

Final Approval Date: 04/17/2014

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

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

A. AI-29279 1. Approval of an ***Amendment*** to Contract #C-08-195-11-18 (***aka*** E-10-355-10-12 extension of 1 year by CC-9-29-09) to add to the Contract by reference Exhibit A-the sixty (60) day grace period extension clause- detailed in the requirements and scope of services of the Request For Proposals;

approved 1-2

2. Requesting approval of the sixty (60) day grace period extension to the current contract with Alamo Insurance Group, Inc. pursuant to the Amendment approved herein/above so as to have no lapse in services while the procurement process is completed.

B. AI-29252 1. Requesting authority to surplus the approximate amounts of 82,000 cubic yards of FILL DIRT/Loose material from So. McColl Offsite Drain located at intersection of McColl Rd. and Thomas Rd for the purposes of disposition through sealed bids (for sale or exchange) in connection with on-going "Precinct No. 2 Drainage Improvements Project" #2011-285-OGG;(as approximated by R. Gutierrez Engineering)

approved 1-2

2. Requesting authority to advertise and approval of procurement packet (i.e. legal notice, specifications and draft requirements agreement) as attached hereto for the: "Sale or Exchange, Removal and Hauling of Fill Dirt/Loose materials to be Excavated" as described in section (A) in connection with the "Precinct No. 2 Drainage Improvements" project #2011-285-OGG

C. AI-29213 Acceptance and approval of training services proposal submitted by (WCT) World Class Training for "Commitment To Excellence" for the provision of services for WIC employees at the annual Employee Appreciation Event on Friday, December 16, 2011 including authority for County Judge or Court member to sign document/proposal as required by WCT.

approved

D. AI-29228 **Cooperative Agreements:**
Approval to utilize the following cooperative purchasing vendors (as listed in detailed revised Exhibit(s) attached) for purchases on an "AS NEEDED BASIS" through our membership/participation with Texas Procurement and Support Services (TPASS), (DIR) Department of Information Resources, (TCPN) The Cooperative Purchasing Network, (HGAC), US Communities, (GSA) General Service Administration, (TASB-Buy Board) Texas Association of School Board, (TIPS) The Interlocal Purchasing System, (HCDE) Harris County Department of Education/Choice Facility Partners, (NJPA) National Joint Powers Alliance awarded pricing including, but not limited to, Precincts, Department, Programs, Agencies, etc. with term of authority to purchase from contract detailed herein commencing upon approval and expiring December 31, 2011

approved

E. AI-29224 Approval for Comdata Corporation/Transmontaigne Product Services, Inc. to add additional fuel card(s) and/or driver(s) for: 1. Emergency Management 2. Fire Marshall

approved

F. AI-29130 Ms. Yolanda Chapa, Chief Administrator, County Judge's Office is formally requesting the removal of the following fixed asset from the inventory:

40530	Dell Optiplex GX60D	753FM21

approved

G. AI-29253 Authority to exercise the one (1) year extension option as provided under current contract for Lease of Office Space in the City of Weslaco for the WIC Program, under the same rates, terms, and conditions with GBB Rentals, LTD.

approved

H. AI-29245 **John Austin Peña Primary Care and Substance Abuse Facility:**
Requesting approval & authority to enter into a (1) year fire alarm monitoring services and execute required commercial alarm monitoring agreement through our membership/participation with the Texas Association of School Boards Cooperative "Buyboard" awarded vendor Superior Alarms contract #325-09 through the following requisition #204815, effective upon approval

PO # 665679

approved

Location	Conditions Monitored	Annual Fee	Account Number
3341 E. Richardson Rd. Edinburg, TX 78539	Fire Alarm Monitoring	$240.00	1-1100-415-00-115-002-0-841

I. AI-29231 Requesting authority to advertise and approval of procurement packet (i.e. legal notice, specifications, etc.) as attached hereto for a request for bids for "Lease of A Tract of Land for H.C. Precinct No. 2", including re-advertising project if no bids received and department requires/desires to do so-RFB No. 2011-284-CGA.

approved

J. AI-29239 Acceptance and approval of request for payment on the following invoice(s)/projects submitted by Javier Hinojosa Engineering, contracted project engineer:

approved

AI-29245 **14. H.**

CC CONSENT

Meeting Date: 10/25/2011

Submitted For: Martha L. Salazar

Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

John Austin Peña Primary Care and Substance Abuse Facility:

Requesting approval & authority to enter into a (1) year fire alarm monitoring services and execute required commercial alarm monitoring agreement through our membership/participation with the Texas Association of School Boards Cooperative "Buyboard" awarded vendor Superior Alarms contract #325-09 through the following requisition #204815. effective upon approval

Location	Conditions Monitored	Annual Fee	Account Number
3341 E. Richardson Rd. Edinburg, TX 78539	Fire Alarm Monitoring	$240.00	1-1100-415-00-115-002-0-841

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-00-115-002-0-841

FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?: No

BUDGETARY IMPACT:

Funds available through Requisition#204815 in the amount of $240.00 as of 10/20/11 for Superior Alarms.

Attachments

Superior Alarm Requisition

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/20/2011 04:12 PM
Budget & Management	Merlen P. Munoz	10/20/2011 04:13 PM
Erika Zamora	Erika Zamora	10/20/2011 04:28 PM
Auditor's Office	Angela Garcia	10/21/2011 10:12 AM

Form Started By: Matilde Faz Started On: 10/19/2011 03:57 PM

Final Approval Date: 10/21/2011

Superior Alarms

600 Ash Avenue - P.O. Drawer 3097
McAllen, TX 78501
State Lic. B4881 - Fire Lic. ACR-86318-816
Tel. (956) 682-6005 - Fax (956) 213-1179

We send the police there in a hurry!

Friday, October 21, 2011

Hidalgo County
John Austin Pena Primary Care and Substance Abuse Facility
3341 E. Richardson Rd.
Edinburg Texas ,78539

Re: Fire Alarm Monitoring

Qty	Description	Price Per Month
12 MONTHS	FIRE ALARM MONITORING	$ 20.00
	Grand Total (Yearly)	$ 240.00 Tax Exempt

TEXAS BUYBOARD CONTRACT #:325-09

ACCEPTANCE OF PROPOSAL

We agree to the above system design and authorize Superior Alarms to begin work. We also agree to a commercial sales agreement. Hidalgo County is responsible for providing two (2) analog phone lines to monitor the fire alarm system

Hon. Ramon Garcia 10/25/11

Authorization **Date**

Approved by Commissioners' Court
on 10/25/11 RW

Sincerely,

Benson Sta. Maria

600 Ash Avenue- P.O. Drawer 3097
McAllen, TX 78501
State Lic. B4881 - Fire Lic. ACR-86318-816
Tel. (956) 682-6005 - Fax 213-1179

We send the police there in a hurry!

Client: HIDALGO COUNTY JOHN AUSTIN PENA PRIMARY CARE Representative: BENSON STA. MARIA

City Alarm Permit Acknowledgement

Brownsville, Harlingen, Hidalgo, McAllen, Mission, Pharr, Rio Grande City, & Weslaco

If you live in any of the cities listed above, you are REQUIRED to register your alarm with the Police Department. Contact your local police department for details. Failure to register your alarm or excessive false alarms may result in a fine from your local police department.

Signature: _____ Date: _____

If the Client is going to file the permit with the city client shall initial here: _____

Client acknowledges receipt of their city's alarm ordinance: _____

Client acknowledges receipt of the Superior Alarms false alarm prevention guide: _____

Cellular Communication Option

Your alarm system reports signals to our U.L. Listed Central Monitoring Station via regular analog telephone lines. If you chose a digital telephone provider that provides VOIP service or should your phone lines become disconnected, damaged or cut, your alarm system WILL NOT report to our Central Station. We recommend our one of our Cellular Back-up solutions. Our Cellular Back-up solutions will provide an alternate communication path and will notify our Central Station should you choose to use a VOIP telephone line provider or in the event your telephone line becomes cut or disconnected.

Check one of the following:

_____**XT-30CELL:** $165 + sales tax

_____**Full Data Digicell (Lease only):** $150

Monthly Monitoring fee: $30 + sales tax per month

Accept: _____ Decline: _____

Date: _____ Date: 10/25/11

Approved by Commissioners' Court
on 10/25/11 AW

Part # / Vendor	Description	Qty	Unit	Price	
Monitoring Superior Alarms	Monthly Rate for Monitoring Security and Fire Systems with agreement.		EA	$20.00	Add

Item Information:

Part Number: Monitoring
Reference Number: 325-09
Description: Monthly Rate for Monitoring Security and Fire Systems with agreement.
Manufacturer: Various
Vendor: Superior Alarms
Pkg. Weight: EA
Price: $20.00

Extended Description:
Monthly Rate for Monitoring Security and Fire Systems with agreement.

Back

[Log Out]

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COMMERCIAL ALARM MONITORING AGREEMENT

ACCOUNT NUMBER | COMMUNICATOR MAKE & MODEL DATE ON LINE | DEALER: BENSON STA MARIA

SUBSCRIBER

HIDALGO COUNTY JOHN AUSTIN PENA PRIMARY CARE

NAME: 3341 E. RICHARDSON RD

ADDRESS: EDINBURG (CITY) TEXAS (STATE) 78539 (ZIP CODE) — STREET — SUITE/APT. NO

TEL. NO. ( ) ( )

FAX NO. ( ) S. S. NO.

TDL# Email

COMPANY

Superior Alarms
600 Ash Avenue, McAllen, TX 78501
Ph. (956) 682-6005
FAX (956) 213-1179

LOCATION OF ALARM DEVICES

Physical Address City State Zip

Directions to Subscriber's Location:

CONDITIONS MONITORED

☑ Fire ☐ Hold-up ☐ Burglar ☐ Panic ☐ Low Battery ☐ Medical ☐ Close ☐ Open ☐ Other

TYPE OF INSTALLATION

☐ Business ☐ Warehouse ☐ Office ☐ Store ☐ Factory ☐ Other

CODES ZONES / DESCRIPTIONS (ATTACH SEPARATE SHEET OF PAPER IF NECESSARY)

ALARM CODE	ALARM ZONE	CONDITION	COMMENTS / AREA PREMISES INSTRUCTIONS	VERIFY YES	VERIFY NO	AUDIBLE YES	AUDIBLE NO	ALARM CODE	ALARM ZONE	CONDITION	COMMENTS / AREA PREMISES INSTRUCTIONS	VERIFY YES	VERIFY NO	AUDIBLE YES	AUDIBLE NO

LOCAL AUTHORITIES TO BE NOTIFIED

CODE	AUTHORITY	NAME	TELEPHONE NUMBER
	Local Police Department		( )
	Local Fire Department	EDINBURG FIRE DEPT	( )
	Other		( )
	Other		( )

AUTHORIZED INDIVIDUALS TO BE NOTIFIED

IN ORDER OF PRIORITY (individuals to be notified in the event of an alarm condition. Calls are made in sequence until contact is made.)

	NAME	PRIMARY PHONE # (Desc)	ALTERNATE PHONE # (Desc)	CODE WORD
1		( )	( )	
2		( )	( )	
3		( )	( )	
4		( )	( )	
5		( )	( )	

Phone Descriptions are: B = Beeper, C = Car, D = Digital Pager, H = Home, W = Work, V = Voice Pager

FOR OPEN / CLOSE MONITORING ONLY

Check for appropriate open/close:

☐ Log only (no action) ☐ Supervised (action outside specified timed) Action to be taken

Supervised schedule below: use your local time.

	SUN	MON.	TUES.	WED.	THURS.	FRI.	SAT.
OPEN							
CLOSE							

Early Open Allowance

Late Open Allowance

Late Close Allowance

Mailed to:

Activity Report ☐ Yes ☐ No ☐ Monthly

FEES • TERMS • PAYMENTS

INITIAL TERM: 1 yr. ~~3 Year(s)~~ Annual Fee $ 240.00 + tax

1 No. of payments equal payments of $ 240.00, each payable ANNUAL on the 1 day of ANNUAL, beginning NOV 1, 2011, and continuing regularly and ANNUAL thereafter.

Subject to Terms and Conditions of this Agreement (including those on the reverse side), the Subscriber agrees to subscribe for monitoring by Company.

SUBSCRIBER MUST SIGN IN THREE PLACES

SIGNATURE OF SUBSCRIBER DATE

ACCEPTED:

By Title

Date

For Office Use Only Typed by Checked by

WHITE - SUPERIOR ALARMS PINK - CUSTOMER COPY

FOR SUPERIOR CENTRAL STATION, INC. USE ONLY REV. A

Monitoring Information Approved By Date

Monitoring Information Entered By Date

Billing Information Completed By Date

Billing Information Entered By Date

Form Filed in Customer File By Date

Approved by:

Date

T S MOORE PRINTING 956.687.6868 5/11

TERMS AND CONDITIONS OF ALARM MONITORING AGREEMENT

I. Introductory Provision

This Alarm Monitoring Agreement (hereinafter called this "Agreement") is entered into the date of acceptance thereof by the Company between the Company and the Subscriber indicated on the front page of this Agreement.

II. Monitoring Service

A. Subscriber has furnished Company on the front page of this Agreement under heading "Authorized Individuals To Be Notified" with a written list, in order of priority, of the names and telephone numbers (hereinafter called a "station" in the singular, and "stations" in the plural) of those responsible parties Subscriber designates Company notify (in sequence until contact is made) if Company receives any emergency signal emanating from an alarm protective device (hereinafter called "alarm devices") located on the premises of Subscriber as described under heading "Location of Alarm Devices" on the front page of this Agreement (hereinafter called the "Premises"). Company shall have no responsibility for the failure, neglect or refusal of any party at a station to respond to the condition nor for errors or mistakes made by Subscriber in the names or telephone numbers of the stations. All changes and revisions to stations shall be supplied to Company in writing, signed by Subscriber and shall be effective only after a reasonable time (but not less than 5 days) after the notification is received by Company.

B. Company shall **only** monitor the occurrence of conditions and events marked under heading "Conditions Monitored" on the front page of this Agreement; and Company disclaims (and Subscriber accepts that Company is disclaiming) any obligation to monitor the occurrence of any other conditions on the Premises. Company agrees only (i) to monitor signals to Company from alarm devices of Subscriber, (ii) to respond to an alarm condition by a direct telephone call to a station or stations designated by the Subscriber, and (iii) to notify the local authorities (depending on the alarm condition reported) listed under heading "Local Authorities to Be Notified" on the front page of this Agreement by direct telephone call in the event the response received from the Subscriber's designated station so contacted is unsatisfactory in the sloe discretion of Company (hereinafter, collectively, call the "Service"); provided, however that Company shall have absolute discretion to determine which appropriate local authorities are to be notified depending on the alarm condition reported; and further provided; and further provided that Company shall not be required to give notification of an emergency signal from the alarm devices of Subscriber if Company has reasonable grounds to believe that an emergency condition does not exist.

C. This Agreement as to Subscriber shall become effective only when (i) Subscriber shall have completed, to the extent satisfactory to Company, the information required of Subscriber on the front page of this Agreement and shall have signed this Agreement in the two indicated places, (ii) an authorized agent of Company shall have signed this Agreement after completion of the information on the front page required of Subscriber, (iii) Company shall have accepted payment of the initial installment of the fee (as hereinafter defined) to be paid for the Service by Subscriber, and (iv) when the installer (or other qualified individual) of the alarm devices on the Premises of Subscriber shall have sent an acceptable test signal received and acknowledged as acceptable by Company on the alarm devices of Subscriber which monitors the occurrence of Conditions Monitored.

III. Monitoring Service Fees and Renewal

A. For the Service required of Company under this Agreement, Subscriber agrees to pay Company the fee (hereinafter call the "fee") set forth under heading "Fees • Terms • Payments", on the front page of this Agreement in the manner likewise set forth on the front page of this Agreement. In the event any installment of the fee is not paid within 10 days after due, Company may impose and collect from Subscriber a delinquency charge of 5% of the matured amount or $5.00, whichever is more.

B. This Agreement shall be for the initial Term set forth in the heading "Fees • Terms • Payments" on the front page of this Agreement, and shall be automatically renewed for successive like periods of time thereafter on the same terms and conditions (except for the fee and method of payment thereof to Company) unless either Subscriber or Company shall have notified the other of its decision to the contrary at least thirty (30) days prior to the expiration of initial Term or the next renewal period of this Agreement, as applicable. If, for any renewed period after the Initial Term, Company shall determine an increase in the fee is appropriate, or a change in the method of payment is proper, Company shall notify Subscriber prior to the expiration of the period for cancellation of this Agreement, with respect to the next renewal period, and if this Agreement is not so canceled by Subscriber, the new fee and new payment schedule shall be deemed accepted by Subscriber and shall be applicable during the next renewal period and all subsequent renewal periods until again changed in accordance with this Agreement.

C. Subscriber shall be in default under this Agreement (i) if Subscriber shall fail to pay any installment of the fee within ten (10) days after due; (ii) if Subscriber shall fail to comply with any term, provision or covenant of this Agreement, other than the payment of installment of the fee, and shall not cure such failure within ten (10) days after written notice thereof to Subscriber, or (iii) to the extent permitted by law, if bankruptcy or insolvency proceedings are commenced against Subscriber.

Upon the occurrence of any of such events of default, Company shall have the option, in its sole discretion to, without any notice or demand whatsoever; (i) terminate this Agreement, discontinue the service to the Subscriber and recover then matured installments of the fee due from Subscriber and all other loss and damage with Company may suffer reason of such termination, including the cost of discontinuance of the Service to Subscriber or (ii) recover then matured installments of the fee due from Subscriber and continue the Service to Subscriber in which case, Company shall be entitled to recover, in addition to the matured installments of the fee due, the fees due under this Agreement for the continued Service. Pursuit by Company of any of the aforegoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any damages accruing to Company by reason of the violation of any of the terms, provisions and covenants of this Agreement. Forbearance by Company to enforce one or more of the remedies herein provided upon default by Subscriber shall not be deemed or construed to constitute a waiver of such default.

IV. Limitation on Liability

A. Company owns none of the alarm devices located on the Premises and has no responsibility for the condition and/or functioning thereof; and the maintenance, repair, service, replacement or insurance of the alarm devices are not the obligation or responsibility of Company. After written notice (stating an effective date) to Subscriber, this Agreement may be suspended, in Company's sole discretion, should the alarm devices located on the Premises become so disabled or so substantially damaged that further Service to the Subscriber is reasonable impracticable. The Company has and assumes no liability for interruption of service due to strike, riots, floods, fires, casualty, failure of equipment, acts of God, or any other causes beyond the reasonable control of Company. Company will not be required to supply Service to a Subscriber while interruption of Service is due to any such cause whether at the Premises or the monitoring location of Company. Since signals from alarm devices to company are usually received by means of the telephone system, Company shall not be responsible for interruption in Service due to any telephone or telephone service failure. The availability of Service and response times are, in the main, governed by the telephone system; and Company assumes no liability for delays caused by said system regardless of where such failure be located.

B. Subscriber is responsible for compiying with any local or other governmental ordinances or laws which may require a license, permit, fee or other charge with respect to alarm devices. Subscriber understands that local governments or entities may imposes fines, penalties or charges for any false alarm or signal which summons emergency aid unnecessarily. SUBSCRIBER AGREES TO ASSUME ALL RESPONSIBILITY FOR ANY FALSE ALARM OR EMERGENCY SIGNAL GIVEN BY THE ALARM DEVICES ON THE PREMISES. Subscriber agrees to indemnify Company against and hold Company harmless from any Losses (as hereinafter defined) with respect thereto. If Company reasonably determines that the alarm devices of Subscriber are generating an excessive number of false alarms or emergency signals, Company may, after written notice to Subscriber, require Subscriber to pay a reasonable surcharge fee for processing false alarms or emergency signals, if Company determines in its sole discretion that excessive generation continues after such notice to Subscriber.

C. EVEN IF THE ALARM DEVICES OF SUBSCRIBER ARE TESTED REGULARLY AND THE COMPONENTS ARE OPERATING IN ACCORDANCE WITH SPECIFICATIONS, THERE CAN BE NO WARRANTY, REPRESENTATION OR GUARANTY THAT IT WILL NOT BE COMPROMISED OR CIRCUMVENTED BEFORE THE ALARM DEVICES COMMUNICATE AN EMERGENCY SIGNAL TO COMPANY OR THAT IT WILL PROVIDE ADEQUATE WARNING IN ANY GIVEN SITUATION. For all these reasons, Subscriber is responsible for insuring life and property with the types and amounts of insurance that Subscriber deems appropriate.

D. Company assumes no liability to Subscriber, or to anyone claiming through Subscriber whatsoever for the Service, except to the extent specified in Paragraph E, below. Subscriber acknowledges and agrees that Company is not an insurer and that the fee is not designed to provide insurance coverage. COMPANY MAKES NO GUARANTY, REPRESENTATION OR WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, TO SUBSCRIBER, THAT THE SERVICE WILL PREVENT LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR ANY OTHER LOSS BY BURGLARY, ROBBERY, FIRE OR OTHERWISE, OR THAT THE SERVICE WILL IN ALL CASES PROVIDE ADEQUATE WARNING OR PROTECTION, NOR DOES COMPANY HAVE OR ASSUME ANY RESPONSIBILITY TO SUBSCRIBER, OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHATSOEVER FOR ANY LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS SUSTAINED AS A RESULT OF ANY CAUSE WHATSOEVER INCLUDING THE NEGLIGENT PERFORMANCE BY COMPANY OR FAILURE TO PERFORM BY COMPANY ANY OBLIGATION UNDER THIS AGREEMENT. IF COMPANY OR COMPANY'S RELATED PARTIES (AS THAT TERM IS HEREINAFTER DEFINED) SHOULD, NEVERTHELESS, BE FOUND LIABLE TO SUBSCRIBER, OR TO ECONOMIC OR OTHER LOSS ARISING UNDER OR RESULTING FROM THIS AGREEMENT OR OTHERWISE, REGARDLESS OF CAUSE OR ORIGIN, ON ANY BASIS WHATSOEVER. EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OF GROSS, COMPANY'S AND COMPANY'S RELATED PARTIES' COLLECTIVE TOTAL MAXIMUM LIABILITY TO SUBSCRIBER AND ANYONE CLAIMING THROUGH SUBSCRIBER IS LIMITED TO AND SHALL NOT IN ANY CASE EXCEED THE GREATER OF AN AMOUNT EQUAL TO ONE-HALF (1/2) THE FEE RECEIVABLE BY COMPANY UNDER THIS AGREEMENT OR $250.00, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, AND THIS LIABILITY SHALL BE EXCLUSIVE, COMPANY AND COMPANY'S RELATED PARTIES SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES EXCEPT TO THE EXTENT OF THE LIQUIDATED DAMAGES HEREIN PROVIDED.

F. In the event any third party, including any insurance carrier of Subscriber, a person claiming through Subscriber or any other third party, makes any claim or commences any action against Company related in any manner to this Agreement or the Service regardless of cause or origin, whether based upon or due to alleged defects, acts or omissions, active or passive negligence, strict or product liability, breach of warranty or contract, or otherwise, Subscriber agrees to indemnify Company and to hold Company harmless against all Losses in excess of the monetary limits provided in Paragraph D and E of this Section.

G. WHEN SUBSCRIBER AGREES TO INDEMNIFY COMPANY IN THIS AGREEMENT, SUBSCRIBER (AT HIS SOLE COST AND EXPENSE) AGREES TO INDEMNIFY, KEEP INDEMNIFIED, DEFEND AND HOLD COMPANY, AND ANY OF ITS PRESENT OR FUTURE OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, SUBSIDIARIES, AGENTS, SUCCESSORS, ASSIGNEES, CONTRACTORS, LICENSEES OR AFFILIATES AND ANY OTHER PERSON WHOMSOEVER ACTING FOR OR ON BEHALF OF COMPANY (COLLECTIVELY, HEREIN CALLED "COMPANY'S RELATED PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, DAMAGES, LOSSES, LIABILITIES, FEES (INCLUDING ATTORNEY'S FEES), COSTS (INCLUDING COSTS OF COURT), AND EXPENSES (COLLECTIVELY, HEREIN CALLED "LOSSES") IN ANY WAY OR MANNER WHATSOEVER ARISING FROM OR ATTIRBUTABLE TO THE MATTER(S) BEING INDEMNIFIED AGAINST EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS. EACH AND EVERY COVENANT BY SUBSCRIBER TO INDEMNIFY AND HOLD COMPANY HARMLESS SHALL SURVIVE THE EXPIRATION, TERMINATION OR CANCELLATION OF THIS AGREEMENT.

ACKNOWLEDGMENT OF CUSTOMER

SUBSCRIBER SPECIFICALLY ACKNOWLEDGES THAT THE LIMITED LIABILITY ASPECT OF THIS AGREEMENT CONSTITUTES THE ESSENCE OF SAME AND SUBSCRIBER SPECIFICALLY AGREES TO BE BOUND, WITHOUT LIMITATION OR RESERVATION, TO EACH AND EVERY PROVISION OF THE PARAGRAPHS CONTAINED IN THE "LIMITATION ON LIABILITY" SECTION OF THIS AGREEMENT INCLUDING THOSE PARAGRAPHS REDUCING, LIMITING OR ELIMINATING WARRANTIES, REPRESENTATIONS, CONTRACTUAL OBLIGATIONS AND DAMAGES AND REQUIRING INDEMNIFICATION. SUBSCRIBER FULLY UNDERSTANDS THAT EXECUTION OF THIS ACKNOWLEDGEMENT CONSTITUTES A SPECIFIC INDUCEMENT FOR COMPANY TO EFFECTUATE THIS AGREEMENT.

SUBSCRIBER

V. Assignment, Transfer or Subcontracting

A. Company may assign its rights, obligations under this Agreement, in whole or in part, without any written consent of Subscriber. Subscriber hereby consents to and shall acknowledge every such assignment or subcontract as shall be requested by written notice given by Company to Subscriber. Subscriber further covenants and agrees that, (i) any such assignee or subcontractor shall have and be entitled to exercise any and all discretion, rights and powers of Company, under this Agreement, but such subcontractor's or assignee's liability shall be limited as set forth in this Agreement to the same extent as Company's (ii) after notice from Company to do so, Subscriber will perform all of his obligations uncer this agreement for the benefit of the subcontractor or assignee, and will pay all installments of the fee and any and all other amounts payable to Company by Subscriber under this Agreement to such subcontractor or assignee or to any other party designated by such subcontractor of assignee, notwithstanding any defense or claim of whatever nature, either by reason of breach of this Agreement or otherwise which Subscriber may not or hereafter have as against Company (Subscriber reserving his right to have recourse directly against Company on account of any such defenses or claims), and (iii) if Company shall fully assign its rights under this Agreement and give written notice thereof to Subscriber, then Company shall be released from and after the date of such Assignment of further responsibility under this Agreement (such provision not altering the provisions of clause (ii) afore) and, (iv) Subscriber shall execute and deliver to Company and its assignee or subcontractor such documentation or instruments as Company or its assignee or subcontractor may reasonably require.

B. This Agreement is not assignable by Subscriber except upon the written consent of Company, which shall be at Company's sole discretion.

VI. Miscellaneous

A. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and shall be mailed by first class or express mail, postage prepaid, registered or certified with return receipt requested, or sent by telex, telegram, telecopy or other similar form of rapid transmission, or personally delivered to the receiving party. All such communications shall be mailed, sent or delivered at the physical address indicated on the first page of this agreement or at such other address as either party may have furnished the other party in writing. Any communication so addressed and mailed shall be deemed to be given when so mailed, and any notice so sent by rapid transmission shall be deemed to be given when receipt of such transmission is acknowledged by the receiving operator or equipment, and any communication so delivered in person shall be deemed to be given when receipted for by Subscriber or Company, as the case may be. All invoices by Company notifying Subscriber that an installment of the fee is due shall be mailed by first class mail, postage prepaid, to the billing address of Subscriber indicated in the introductory provision of this Agreement (or such other address as Subscriber has furnished pursuant to the provisions of this Paragraph A) and such invoices so addressed and mailed shall be deemed to be given when so mailed.

B. This Agreement shall be governed by the laws of the State of Texas and the United States of America. This Agreement may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change

Vendor Contract Information

Proposal Document | Back

Vendor Name:	Superior Alarms
Address:	600 Ash Avenue
	McAllen, TX 78501
Phone Number:	(956) 682-6005
Email:	buyboard@superioralarms.com
Federal ID:	74-2420252
Contact:	Colin Ashburn
Accepts RFQs:	Yes
Minority Owned Vendor:	No
Women Owned Vendor:	No
Contract Name:	Fire & Security Systems & Monitoring
Contract#:	401-12
Effective Date:	10/01/2012
Expiration Date:	09/30/2015
Payment Terms:	1%in 10/Net 30 days
Delivery Days:	10
Shipping Terms:	Pre-paid and added to invoice
Freight Terms:	FOB Shipping Point
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	All States
Contract Exceptions:	TX Dept of Pub Safety License for Security Contractor - Alarm Systems Co. (expires 3/31/2013); State of Texas Fire Alarm Certificate of Registration (expires 11/14/2013)
Quote Reference Number:	401-12
Return Policy:	returns accepted on new parts within 30 days if in manufacturer's sealed box.
Regulatory Notice:	Click to view Bonding Regulatory Notice

Search:
superior alarms
All
Vendor Discounts Only
Catalog Pricing Only

Refine Your Search:

Vendors
None Selected
Price Range
Show all prices
Category
None Selected
Contract
Fire & Security Systems & Monitoring[X]

Additional Searches:

Search by Vendor
Browse Contracts
Instructional Materials

Additional Resources

Search Results

Search:
superior alarms
All
Vendor Discounts Only
Catalog Pricing Only

Refine Your Search:

Vendors
None Selected
Price Range
Show all prices
Category
None Selected
Contract
Fire & Security Systems & Monitoring[X]

Additional Searches:

Search by Vendor
Browse Contracts
Instructional Materials

Additional Resources

Show 25 results

Narrow Results: monitoring

Vendor	Description	Pricing Sheet	Price	Qty	Add to Cart
Superior Alarms	Labor Rate for Repair of Systems	N/A	$85.00		Add Show Details
Superior Alarms	Labor Rate for Installation of Systems	N/A	$75.00		Add Show Details
Superior Alarms	Monthly Rate for Monitoring Various Types of Security Related Systems	N/A	$39.95		Add Show Details
Superior Alarms	Monthly Rate for Monitoring Various Types of Security Related Systems	N/A	$39.95		Add Show Details
Superior Alarms	Monthly Rate for Monitoring Various Types of Security Related Systems	N/A	$29.95		Add Show Details
Superior Alarms	Monthly Rate for Monitoring Various Types of Security Related Systems	N/A	$29.95		Add Show Details
Superior Alarms	Monthly Rate for Monitoring Various Types of Security Related Systems	N/A	$24.95		Add Show Details
Superior Alarms	Monthly Rate for Monitoring Various Types of Security Related Systems	N/A	$20.00		Add Hide Details

Extended Product Information

Reference Number: 401-12

Unit Measure: EA

Full Description: Monthly Rate for Monitoring Various Types of Security Related Systems

Superior Alarms	Monthly Rate for Monitoring Various Types of Security Related Systems	N/A	$20.00		Add Hide Details

Extended Product Information

Reference Number: 401-12

Unit Measure: EA

Full Description: Monthly Rate for Monitoring Various Types of Security Related Systems

Superior Alarms	Monthly Rate for Other Types of Security Related Services	N/A	$45.00		Add

Superior Alarms

600 Ash Avenue
PO Box 3097
McAllen, TX 78501-8502
(956) 682-6005
Fax: (800) 580-6001

Invoice

Invoice Number	Date
420731	12/1/2012
Customer Number	**Terms**
567057	Due On Receipt

To: Hidalgo County John Austin Pena Primary Care
Attn: Daniel Flores
310 S. Business Hwy. 281
Edinburg, TX 78539

Remit To: Superior Alarms
PO Box 3097
McAllen, TX 78502

Amount Enclosed: _____ Net Due: ***$240.00***

Detach And Return Top Portion With Your Payment

Customer Name	Customer Number	PO Number	Invoice Date	Terms
Hidalgo County John Austin Pena Prima	567057		12/1/2012	Due On Receipt

Quantity	Description	Rate	Amount
Hidalgo County John Austin Pena Primary Care, 3341 E. Richardson Rd. Edinburg,			
12.00	Fire Monitoring 102971, 12/1/2012 - 11/30/2013	20.00	240.00
		Subtotal:	$240.00
	Tax		0.00
		Total Payments / Credits Applied:	0.00
		Invoice Balance Due:	$240.00

Date	Invoice #	Description	Current Invoice	Balance Due
12/1/2012	420731	Recurring Services	$240.00	$240.00

Superior Alarms

600 Ash Avenue
PO Box 3097
McAllen, TX 78501-8502
(956) 682-6005
Fax: (800) 580-6001

All payments made at our office will be taken thru the drive up window only. For auto draft using bank account or credit/debit card, call our collections dept at 956-682-6005. For online secure payments, visit www.superioralarms.com

Superior Alarms

600 Ash Avenue
PO Box 3097
McAllen, TX 78501-8502
(956) 682-6005
Fax: (800) 580-6001

Invoice

Invoice Number	Date
459140	12/1/2013
Customer Number	**Terms**
567057	Due On Receipt

To: Hidalgo County John Austin Pena Primary Care
Attn: Daniel Flores
310 S. Business Hwy. 281
Edinburg, TX 78539

Remit To: Superior Alarms
PO Box 3097
McAllen, TX 78502

Amount Enclosed: _____ Net Due: $240.00

Detach And Return Top Portion With Your Payment

Customer Name	Customer Number	PO Number	Invoice Date	Terms
Hidalgo County John Austin Pena Prima	567057		12/1/2013	Due On Receipt

Quantity	Description	Rate	Amount
Hidalgo County John Austin Pena Primary Care, 3341 E. Richardson Rd. Edinburg,			
12.00	Fire Monitoring 102971, 12/1/2013 - 11/30/2014	20.00	240.00
		Subtotal:	$240.00
	Tax		0.00
		Total Payments / Credits Applied:	0.00
		Invoice Balance Due:	$240.00

Date	Invoice #	Description	Current Invoice	Balance Due
12/1/2013	459140	Recurring Services	$240.00	$240.00

Superior Alarms

600 Ash Avenue
PO Box 3097
McAllen, TX 78501-8502
(956) 682-6005
Fax: (800) 580-6001

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Superior Alarms

600 Ash Ave
P.O. Drawer 3097
McAllen, Texas 78501

Tel. (956) 682-6005
Fax (956) 213-1179
State License B4881| Fire License #ACR-86318-816

HIDALGO COUNTY
PRECINCT NO. 2
2013 DEC 23 PM 1 18

Invoice

Invoice Number	Date
461103	**1/1/2014**
Customer Number	Due Date
2695	**1/1/2014**

To: **Hidalgo Cty Precinct #2**
300 W Hall Acres Suite G
Pharr, TX 78577

Remit To: **Superior Alarms**
PO Box 3097
McAllen, TX 78502

Amount Enclosed: _____ **Net Due: *$120.00***

Detach And Return Top Portion With Your Payment

Customer Name	Customer Number	PO Number	Invoice Date	Due Date
Hidalgo Cty Precinct #2	2695		1/1/2014	1/1/2014

Quantity	Description	Rate	Amount
Hidalgo County Precinct # 2, 301 State Street Pharr, TX			
12.00	MONITORING-ADMIN.OFC	10.00	120.00
		Subtotal:	**$120.00**
	Tax		0.00
		Total Payments / Credits Applied:	0.00
		Invoice Balance Due:	**$120.00**

Date	Invoice #	Description	Current Invoice	Balance Due
1/1/2014	461103	Recurring Services	$120.00	**$120.00**

All payments made at our office will be taken thru the drive up window only. For auto draft using bank account or credit/debit card, call our collections dept at 956-682-6005. For online secure payments, visit www.superioralarms.com

Superior Alarms
600 Ash Ave
P.O. Drawer 3097
McAllen, Texas 78501
Tel. (956) 682-6005
Fax (956) 213-1179
State License B4881| Fire License ACR-86318-816

HIDALGO COUNTY
PRECINCT NO. 2
2013 DEC 19 PM 3 36

Invoice

Invoice Number	Date
461105	1/1/2014
Customer Number	Due Date
2699	1/1/2014

To: **Hidalgo Cty Precinct #2**
300 W Hall Acres Suite G
Pharr, TX 78577

Remit To: **Superior Alarms**
PO Box 3097
McAllen, TX 78502

Amount Enclosed: _____ **Net Due: *$120.00***

Detach And Return Top Portion With Your Payment

Customer Name	Customer Number	PO Number	Invoice Date	Due Date
Hidalgo Cty Precinct #2	2699		1/1/2014	1/1/2014

Quantity	Description	Rate	Amount
Hidalgo County Precinct #2, 301 State Street Pharr, TX			
12.00	MONITORING-SHOP AREA	10.00	120.00
		Subtotal:	**$120.00**
	Tax		0.00
		Total Payments / Credits Applied:	0.00
		Invoice Balance Due:	**$120.00**

INVOICE RECEIVED BY:
Elizabeth Cuevas ON Dec 19, 13
GOODS/SERVICES RECEIVED BY:
_____ ON _____

Date	Invoice #	Description	Current Invoice	Balance Due
1/1/2014	461105	Recurring Services	$120.00	**$120.00**

All payments made at our office will be taken thru the drive up window only. For auto draft using bank account or credit/debit card, call our collections dept at 956-682-6005. For online secure payments, visit www.superioralarms.com

Superior Alarms

600 Ash Ave
P.O. Drawer 3097
McAllen, Texas 78501

Tel. (956) 682-6005
Fax (956) 213-1179
State License B4881| Fire License ACR-86318-816

HIDALGO COUNTY
PRECINCT NO. 2

2013 DEC 19 PM 3 36

Invoice

Invoice Number	Date
461104	**1/1/2014**
Customer Number	Due Date
2698	**1/1/2014**

To: **Hidalgo Cty Precinct #2**
300 W Hall Acres Rd Ste. G
Pharr, TX 78577 - 5486

Remit To: **Superior Alarms**
PO Box 3097
McAllen, TX 78502

Amount Enclosed: _____ **Net Due: *$120.00***

Detach And Return Top Portion With Your Payment

Customer Name	Customer Number	PO Number	Invoice Date	Due Date
Hidalgo Cty Precinct #2	2698		1/1/2014	1/1/2014

Quantity	Description	Rate	Amount
Hidalgo County Precinct #2, 301 State Street Pharr, TX			
12.00	MONITORING-DIR.OF FIELD OPS	10.00	120.00
		Subtotal:	**$120.00**
	Tax		0.00
		Total Payments / Credits Applied:	0.00
		Invoice Balance Due:	**$120.00**

INVOICE RECEIVED BY:
Elizabeth Casas ON Dec 19, 13
GOODS/SERVICES RECEIVED BY:
_____ ON _____

Date	Invoice #	Description	Current Invoice	Balance Due
1/1/2014	461104	Recurring Services	$120.00	**$120.00**

All payments made at our office will be taken thru the drive up window only. For auto draft using bank account or credit/debit card, call our collections dept at 956-682-6005. For online secure payments, visit www.superioralarms.com

Superior Alarms

600 Ash Ave
P.O. Drawer 3097
McAllen, Texas 78501

Tel. (956) 682-6005
Fax (956) 213-1179
State License B4881| Fire License ACR-86318-816

Invoice

Invoice Number	Date
422750	**1/1/2013**
Customer Number	Terms
2698	**Due On Receipt**

To: **Hidalgo Cty Precinct #2**
300 W Hall Acres Rd Ste. G
Pharr, TX 78577 - 5486

Remit To: **Superior Alarms**
PO Box 3097
McAllen, TX 78502

Amount Enclosed: _____ **Net Due: *$120.00***

Detach And Return Top Portion With Your Payment

Customer Name	Customer Number	PO Number	Invoice Date	Terms
Hidalgo Cty Precinct #2	2698		1/1/2013	Due On Receipt

Quantity	Description		Rate	Amount
Hidalgo County Precinct #2, 301 State Street Pharr, TX		99039		
12.00	MONITORING-DIR.OF FIELD OPS		10.00	120.00
			Subtotal:	**$120.00**
	Tax			0.00
			Total Payments / Credits Applied:	0.00
			Invoice Balance Due:	**$120.00**

Date	Invoice #	Description	Current Invoice	Balance Due
1/1/2013	422750	Recurring Services	$120.00	**$120.00**

All payments made at our office will be taken thru the drive up window only. For auto draft using bank account or credit/debit card, call our collections dept at 956-682-6005. For online secure payments, visit www.superioralarms.com

INVOICE RECEIVED BY:
Elizabeth Casas ON 12/20/12
GOODS/SERVICES RECEIVED BY:
Ricardo Cuellar ON 1/1/13

Superior Alarms

600 Ash Ave
P.O. Drawer 3097
McAllen, Texas 78501

Tel. (956) 682-6005
Fax (956) 213-1179

State License B4881| Fire License ACR-86318-816

Invoice

Invoice Number	Date
422749	**1/1/2013**
Customer Number	Terms
2695	**Due On Receipt**

To: **Hidalgo Cty Precinct #2**
300 W Hall Acres Suite G
Pharr, TX 78577

Remit To: **Superior Alarms**
PO Box 3097
McAllen, TX 78502

Amount Enclosed: _____ **Net Due: *$120.00***

Detach And Return Top Portion With Your Payment

Customer Name	Customer Number	PO Number	Invoice Date	Terms
Hidalgo Cty Precinct #2	2695		1/1/2013	Due On Receipt

Quantity	Description	Rate	Amount
Hidalgo County Precinct # 2, 301 State Street Pharr, TX			
12.00	MONITORING-ADMIN.OFC	10.00	120.00
		Subtotal:	**$120.00**
	Tax		0.00
		Total Payments / Credits Applied:	0.00
		Invoice Balance Due:	**$120.00**

Date	Invoice #	Description	Current Invoice	Balance Due
1/1/2013	422749	Recurring Services	$120.00	**$120.00**

All payments made at our office will be taken thru the drive up window only. For auto draft using bank account or credit/debit card, call our collections dept at 956-682-6005. For online secure payments, visit www.superioralarms.com

INVOICE RECEIVED BY:
Elizabeth Casas ON 12/20/12
GOODS/SERVICES RECEIVED BY:
Ricardo Cuellar ON 1/1/13

Superior Alarms

600 Ash Ave
P.O. Drawer 3097
McAllen, Texas 78501

Tel. (956) 682-6005
Fax (956) 213-1179
State License B4881| Fire License ACR-86318-816

Invoice

Invoice Number	Date
422751	**1/1/2013**
Customer Number	Terms
2699	**Due On Receipt**

To: **Hidalgo Cty Precinct #2**
300 W Hall Acres Suite G
Pharr, TX 78577

Remit To: **Superior Alarms**
PO Box 3097
McAllen, TX 78502

Amount Enclosed: _____ **Net Due: *$120.00***

Detach And Return Top Portion With Your Payment

Customer Name	Customer Number	PO Number	Invoice Date	Terms
Hidalgo Cty Precinct #2	2699		1/1/2013	Due On Receipt

Quantity	Description	Rate	Amount
Hidalgo County Precinct #2, 301 State Street Pharr, TX			
12.00	MONITORING-SHOP AREA	10.00	120.00
		Subtotal:	**$120.00**
	Tax		0.00
		Total Payments / Credits Applied:	0.00
		Invoice Balance Due:	**$120.00**

Date	Invoice #	Description	Current Invoice	Balance Due
1/1/2013	422751	Recurring Services	$120.00	**$120.00**

All payments made at our office will be taken thru the drive up window only. For auto draft using bank account or credit/debit card, call our collections dept at 956-682-6005. For online secure payments, visit www.superioralarms.com

INVOICE RECEIVED BY: Elizabeth Casas ON 12/20/12
GOODS/SERVICES RECEIVED BY: Ricardo Cuellar ON 1/1/13

AI-44134 **Purchasing Department 16. A. 5.**

CC - REGULAR

Meeting Date: 04/22/2014

Submitted For: Martha L. Salazar, HC-PA **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Hidalgo County - FIRE MARSHAL OFFICE:

A. Requesting exemption from competitive bidding requirements, Texas Local Gov. Code, 262.024(a)(7)(A)(D)-'an item that can be otained from only one source', items for which competition is precluded because of the existence of patents, copyrights, secret processess, or monopolies', 'captive replacement parts or components for equipment';

B. Acceptance and approval of a "Sole Source Declaration" with Taser International/Taser Brand Product of Texas for the purchase of products and/or services commencing with Hidalgo County Fire Marshal's Office through requisition #251213 for the amount of $7,299.69 for the purchase of Taser Equipment and or Components as requested with the sole declaration to remain in effect unless revoked by Hidalgo County Commissioners Court.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-422-10-300-001-0-668

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

BUDGETARY IMPACT:

Amount available for requisition# 251213 as of 4-17-14 $7,299.69 for TASER INTERNATIONAL.

Attachments

Loc. Govt. Code

Additional information

Req. #251213 with supporting documentation

Declaration

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/16/2014 02:25 PM
Budget & Management	Debbie Tamez	04/16/2014 02:46 PM
Manuel Chapa	Manuel Chapa	04/17/2014 11:31 AM
Auditor's Office	Monica Badillo	04/17/2014 02:23 PM

Form Started By: Vangie Garcia Started On: 04/16/2014 09:27 AM

Final Approval Date: 04/17/2014

purchase of office supplies, separate purchases of supplies by an individual department are not considered to be part of a single purchase and single contract by the county if a specific intent to avoid the requirements of this subchapter is not present.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 57(a), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1250, Sec. 9, eff. Sept. 1, 1989; Acts 1991, 72nd Leg., ch. 16, Sec. 13.02(b), eff. Aug. 26, 1991; Acts 1993, 73rd Leg., ch. 757, Sec. 13, 38, eff. Sept. 1, 1993; Acts 1997, 75th Leg., ch. 442, Sec. 1, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 505, Sec. 2, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 436, Sec. 4, eff. May 28, 2001; Acts 2001, 77th Leg., ch. 1063, Sec. 2, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1409, Sec. 4, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 1276, Sec. 12.004, eff. Sept. 1, 2003. Amended by:

Acts 2007, 80th Leg., R.S., Ch. 689 (H.B. 1764), Sec. 1, eff. September 1, 2007.

Acts 2009, 81st Leg., R.S., Ch. 1266 (H.B. 987), Sec. 4, eff. June 19, 2009.

Acts 2011, 82nd Leg., R.S., Ch. 1129 (H.B. 628), Sec. 4.04, eff. September 1, 2011.

Acts 2013, 83rd Leg., R.S., Ch. 161 (S.B. 1093), Sec. 22.002 (23), eff. September 1, 2013.

Sec. 262.0235. PROCEDURES ADOPTED BY COUNTY PURCHASING AGENTS FOR ELECTRONIC BIDS OR PROPOSALS. The county purchasing agent, before receiving electronic bids or proposals, shall adopt rules in conformance with Section 262.011(o) to ensure the identification, security, and confidentiality of electronic bids or proposals.

Added by Acts 2001, 77th Leg., ch. 1063, Sec. 3, eff. Sept. 1, 2001.

Sec. 262.024. DISCRETIONARY EXEMPTIONS. (a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption:

(1) an item that must be purchased in a case of public

calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county;

(2) an item necessary to preserve or protect the public health or safety of the residents of the county;

(3) an item necessary because of unforeseen damage to public property;

(4) a personal or professional service;

(5) any individual work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than 20 working days in any three month period;

(6) any land or right-of-way;

(7) an item that can be obtained from only one source, including:

(A) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;

(B) films, manuscripts, or books;

(C) electric power, gas, water, and other utility services; and

(D) captive replacement parts or components for equipment;

(8) an item of food;

(9) personal property sold:

(A) at an auction by a state licensed auctioneer;

(B) at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; or

(C) by a political subdivision of this state, a state agency of this state, or an entity of the federal government;

(10) any work performed under a contract for community and economic development made by a county under Section 381.004; or

(11) vehicle and equipment repairs.

(b) The renewal or extension of a lease or of an equipment maintenance agreement is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption and if:

(1) the lease or agreement has gone through the

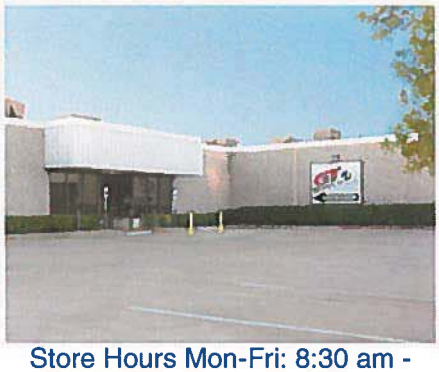
1-800-775-5996

GT Distributors
Austin Showroom

Our Austin Store Location
2545 Brockton Dr.
Suite 100
Austin, TX 78758.

Our mailing address:
GT Distributors
PO Box 16080
Austin, TX 78761

Email: sales@gtdist.com



Store Hours Mon-Fri: 8:30 am - 6:00 pm
Sat: 9:00 am - 2:00 pm
Seamstress Hours - Mon-Fri: 8:30 am - 6:00 pm

Phone Numbers:	Fax Numbers:
Local - 512-451-8298 **National** - 1-800-252-8310	**Local** - 512-453-6149 **National** - 1-800-480-5845

Bobbi Fisher
800-775-5996
bobbi.fisher@gtdist.com

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

RE: Taser Equipment

From : Bobbie Fisher <bobbie.fisher@gtdist.com> Wed, Apr 16, 2014 09:32 AM
Subject : RE: Taser Equipment
To : Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us>

Good Morning Evangelina,
Per our conversation yesterday, the below statement is true. We no longer carry Taser International product. For all quotes/orders for their direct product you will need to contact them directly. Please let me know if you have any questions.

Thank You,

Bobbie Fisher
Inside Sales Rep.
G T Distributors
PO BOX 16080
Austin, TX 78761
Ph:800-252-8310 Ext. 875
Fax:512-453-6149
bobbie.fisher@gtdist.com
www.gtdist.com

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Tuesday, April 15, 2014 4:01 PM
To: Bobbie Fisher
Subject: Taser Equipment
Importance: High

Ms. Fisher:
Pursuant to our discussion on taser equipment and clarifying if GT Distributors carry such products/equipment. I understand that GT Distributors do not carry such products/equipment anymore and such is now sold directly by the manufacturer that being Taser International. For confirmation and documentation purposes, can you please confirm this so that it may be part of my direction in recommending sole source

to Taser International.

Appreciate your assistance on this and thank you for helping me out with this.

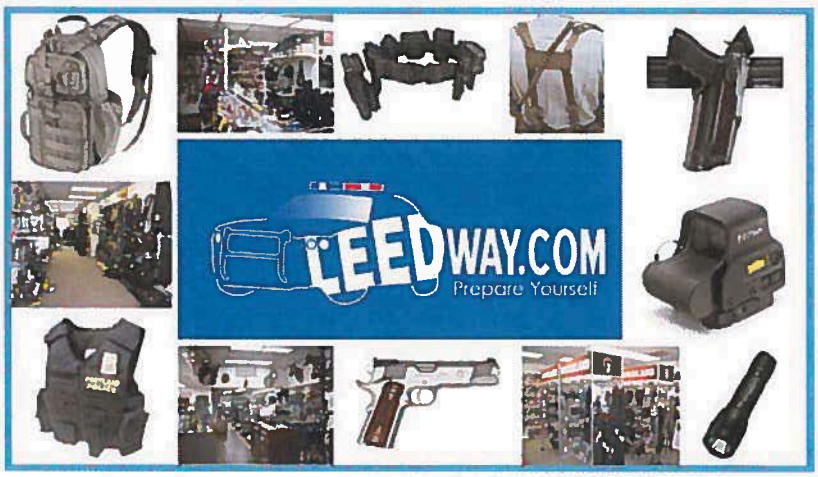
Sincerely;

Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 78539
Email: evangelina.garcia@co.hidalgo.tx.us
Phone: 956-292-7000-Ext. 4856

PRODUCTS

- Apparel
- Ballistic Shields
- Body Armor
- Concealment / Plain Clothes Gear
- Duty Gear
- External Armor Carriers
- Eyewear
- Firearms
- Firearm Accessories
- Flashlights
- Form Holders/Posse Boxes
- Hard Armor Plates
- Helmets
- Holsters
- Knives
- Less Lethal
- MOLLE Pouches
- Narcotics Probes
- Optics
- Patrol Bike
- Pocket Guides
- Phone Accessories
- Protective Gear
- Radio Accessories
- Restraints
- Storage/Gear Bags
- Tactical Armor
- Tactical First Aid

PRODUCTS



Atlas Gen II Tactical First Aid Ankle Kit
Our Price: $34.95

Atlas Gen I Tactical First Aid Ankle Kit
Our Price: $34.95

Atlas Liner Belt
Our Price: $19.95

Safariland Oregon City Armor Carrier
Base Price $194.95

Safariland L. A. P. D. External Armor Carrier
Base Price $184.95

Atlas COBRA Duty Belt
Our Price: $68.95

Today's Super Deal!

Top Sellers

Fenix PD35 Flashlight
Our Price: **$79.95**

Tactical Ear Gadgets Hawk Long Tube Lapel Microphone
Our Price: **$108.95**

Tactical Tailor LE Duty Belt Suspenders
Our Price: **$41.95**

K&W Nylon Duty Suspender System
Our Price: **$45.90**

New Products

Fenix PD12 Flashlight
Our Price: **$48.95**

QuiqLite X Rechargeable LED Pocket Light
Our Price: **$35.95**

Streamlight TLR-2G Weapon Light with Green Laser S
Our Price: **$340.95**

Safariland Model 5378 Concealment Holster
Our Price: **$45.95**

Magpul MagLink Magazine Coupler
Our Price: **$17.95**

VISA

SSL volusion SECURE SITE CLICK TO VERIFY

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Built with Volusion

Laura -
253-566-1686
laura@leedway.com

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

RE: Taser Equipment

From : laura@leedway.com Tue, Apr 15, 2014 06:21 PM
Subject : RE: Taser Equipment
To : Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us>

We are unable to get tasers, you have to go direct.

Laura Warner
L.E.E.D
Law Enforcement Equipment Dist
6902 Sixth Ave
Tacoma, WA 98406
(253)566-2686

> -------- Original Message --------
> Subject: Taser Equipment
> From: Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us>
> Date: Tue, April 15, 2014 2:38 pm
> To: laura@leedway.com
>
> Laura:
> Pursuant to our discussion on taser equipment and clarifying if Leedway.com carries such products/equipment. I understand that you all do not carry such products/equipment and such is now sold directly by the manufacturer that being Taser International. For confirmation and documentation purposes, can you please confirm this so that it may be part of my direction in recommending sole source to Taser International.
>
> Appreciate your assistance on this and thank you for helping me out with this.
>
> Sincerely;
>
> Vangie Y. Garcia, Contract's Manager
> Hidalgo County Purchasing Department
> 2812 S. Business Hwy. 281
> Edinburg, Texas 78539
> Email: evangelina.garcia@co.hidalgo.tx.us
> Phone: 956-292-7000-Ext. 4856

Requisition

Req # 00251213

PO #

Date: 02/03/14

Bill To: x
x

Vendor : 408751
TASER INTERNATIONAL
P.O. BOX 29661-2018
PHOENIX AZ 85038-9661
FAX (480)991-0791

Ship To: FIRE MARSHAL
1124 NORTH "M" RD.
EDINBURG TX 78542

Contact: SULEMA
956-318-2656

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
20.00	EACH	44203-CARTRIDGE-25' HYBRID	26.55	531.00
20.00	EACH	34200-CARTRIDGE-15'	21.55	431.00
5.00	EACH	11003-HANDLE, YELLOW, CLASS III, X26P	873.85	4,369.25
1.00	EACH	11504-HOLSTER, BLACKHAWK, LEFT, X26P	51.75	51.75
4.00	EACH	11501-HOLSTER, BLACKHAWK, RIGHT, X26P	51.75	207.00
1.00	EACH	22013-KIT, DATAPORT DOWNLOAD, USB, X2/X26P	.00	.00
5.00	EACH	11004-WARRANTY, 4 YEAR, X26P	269.99	1,349.95
5.00	EACH	11010-XPPM, BATTERY PACK, X26P	61.95	309.75
1.00	EACH	SHIPPING AND HANDLING	49.99	49.99
		Account No	Encumbrance	
		4-1100-422-10-300-001-0-668	7,299.69	
			Freight	.00
			Total	7,299.69
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Req

TASER

Prepared By	Kyle Panasewicz	Created Date	4/15/2014
Company Name	TASER International	Fax	(480) 658-0673
Company Address	17800 N. 85th Street Scottsdale, AZ 85255-9603 US	Expiration Date	5/31/2014
		Quote Number	00022829
Phone	(480) 905-2071		
E-mail	kpanasewicz@taser.com		

Customer Information

Account Name	Hidalgo County Fire Marshal's Office	Email	tommy.ureste@co.hidalgo.tx.us
Contact Name	Tommy Ureste	Phone	(956) 318-2656

Shipping and Billing Information

Bill To Name	Hidalgo County Fire Marshal's Office	Ship To Name	Hidalgo County Fire Marshal's Office
Bill To	1124 N. M Rd. Edinburg, TX 78539 US	Ship To	1124 N. M Rd. Edinburg, TX 78539 US

Part Number	Product	Quantity	Sales Price	Total Price
44203	CARTRIDGE - 25' HYBRID	20.00	USD 26.55	USD 531.00
34200	Cartridge - 15'	20.00	USD 21.55	USD 431.00
11003	HANDLE, YELLOW, CLASS III, X26P	5.00	USD 873.85	USD 4,369.25
11504	HOLSTER, BLACKHAWK, LEFT, X26P	1.00	USD 51.75	USD 51.75
11501	HOLSTER, BLACKHAWK, RIGHT, X26P	4.00	USD 51.75	USD 207.00
22013	KIT, DATAPORT DOWNLOAD, USB, X2/X26P	1.00	USD 0.00	USD 0.00
11004	WARRANTY, 4 YEAR, X26P	5.00	USD 269.99	USD 1,349.95
11010	XPPM, BATTERY PACK, X26P	5.00	USD 61.95	USD 309.75

Notes: ***To process this order, sign the quote and fax to 480-658-0673, or scan and email to kpanasewicz@taser.com***

Subtotal	USD 7,249.70
Total Price	USD 7,249.70
Shipping and Handling	USD 49.99
Grand Total	USD 7,299.69

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers or, in the alternative, TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers for Sales with Financing if your purchase involves financing with TASER. If your purchase includes the TASER Assurance Plan (TAP), then you are also agreeing to TASER's current Sales Terms and Conditions for the AXON Flex™ and AXON Body™ Cameras TASER Assurance Plan (U.S. Only) and/or Sales Terms and Conditions for the X2/X26P and TASER CAM HD Recorder TASER Assurance Plan (U.S. Only), as applicable to your product purchase. All of the sales terms and conditions, as well as, the TAP terms and conditions are posted

at http://www.taser.com/sales-terms-and-conditions. If your purchase includes AXON hardware and/or EVIDENCE.com services you are also agreeing to the terms in the EVIDENCE.com Master Service Agreement posted at http://www.taser.com/serviceagreement0213. The sale of the Professional Services is subject to the parties execution of TASER's Professional Services Agreement and a Statement of Work. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Quote Acceptance:

Signature:

Printed Name:

Title:

Email:

Date:

PO Not Required:

PO Number:

17800 N. 85th St. * Scottsdale, Arizona * 85255 * 1-480-991-0797 * Fax 1-480-991-0791 * www.TASER.com

February 3, 2014

SOLE SOURCE LETTER FOR TASER INTERNATIONAL PRODUCTS

This letter is to confirm TASER International is the sole source manufacturer of the following TASER® brand products:

- Conducted Electrical Weapons (CEWs):
  1. TASER X2™ Models: 22002 and 22003.
  2. TASER X26™ Models: 26511, 26523, 26550, 26512, 26524, and 26549.
  3. TASER X26P™ Models: 11002 and 11003.

- Optional Extended Warranties for CEWs:
  1. X2 - 4-year extended warranty, item number 22014.
  2. X26 - 1-year extended warranty, item number 26730.
  3. X26 - 4-year extended warranty, item number 26744.
  4. X26P - 2-year extended warranty, item number 11008.
  5. X26P - 4-year extended warranty, item number 11004.

- TASER CEW cartridges (compatible with the X26 and X26P; required for these CEWs to function in the probe deployment mode):
  1. 15-foot Model 34200.
  2. 21-foot Model 44200.
  3. 21-foot non-conductive Model 44205.
  4. 25-foot Model 44203.
  5. Alligator clip cartridge (assembled) Model 85000

- TASER Smart™ cartridges (compatible with the X2; required for this CEW to function in the probe deployment mode):
  1. 15-foot Model 22150.
  2. 25-foot Model 22151.
  3. 35-foot Model 22152.

- TASER Smart blue training-use only cartridges (compatible with the X2; required for this CEW to function in the probe deployment mode for training):
  1. 25-foot Model 33102.
  2. 35-foot Model 33104.

- TASER CAM™ recorder, Model 26830 (full video and audio with ability to disable audio). This accessory can be downloaded by USB with the TASER CAM Download Kit, Model 26737. This item is only compatible with the X26 CEW.

- TASER CAM HD recorder, Model 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature), Model 26820. TASER CAM HD is compatible only with the X26P and X2 CEWs.
  1. TASER CAM HD replacement battery, Model 26764.
  2. TASER CAM HD Download Kit, Model 26762.
  3. TASER CAM HD optional 4-year extended warranty, Item Number 26763.

- Power Modules for X26 CEW: Digital Power Magazine (DPM) Model 26700; eXtended Digital Power Magazine (XDPM) Model 26701; and Controlled Digital Power Magazine (CDPM), Models 26702 and 26703.

- Power Modules for X26P and X2 CEWs: Performance Power Magazine (PPM) Model 22010; Tactical Performance Power Magazine (TPPM) Model 22012; and Automatic Shut-Down Performance Power Magazine (APPM) Model

22011.

- TASER Dataport Download Kits:
    1. Dataport Download Kit for the X26 Model number 26500
    2. Dataport Download Kit for the X2 and X26P Model number 22013

- TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023

- Conductive Target front, Model 80000, and Conductive Target back, Model 80001

SOLE AUTHORIZED TASER DISTRIBUTOR FOR TEXAS	SOLE AUTHORIZED REPAIR FACILITY TASER BRAND PRODUCTS
TASER International, Inc. **17800 N. 85th Street** **Scottsdale, AZ 85255** **Phone: 480-905-2000 or 800-978-2737** **Fax: 480-991-0791**	**TASER International, Inc.** **17800 N. 85th Street** **Scottsdale, AZ 85255** **Phone: 480-905-2000 or 800-978-2737** **Fax: 480-991-0791**

Please contact us at 1-800-978-2737 with any questions.

Sincerely,

Jim Halsted
Vice President, LE Sales
TASER International, Inc.

Smart, TASER CAM, X2, X3W, X26, X26P, 'Protect Life' and ⓟ are trademarks of TASER International, Inc., and TASER is a registered trademark of TASER International, Inc., registered in the U.S. All rights reserved. © 2014 TASER International, Inc.

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

"SOLE SOURCE DECLARATION"

TO: Hidalgo County Commissioner's Court

FROM: Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

DATE: April 16, 2014

RE: "Sole Source Declaration" – Taser International/Taser Brand Products for Texas

---

Hidalgo County Fire Marshal has requested the purchase of Taser Equipment directly with Taser International. Taser International is the sole manufacturer and distributor for these products. Vendor is also the sole authorized repair services provider for their tasers at the facility: Taser Brand Products for Texas.

Attemps were made via internet including telephone discussions to seek additional sources and providers (i.e. GT Distributors-Austin, Tx and Leedway.com-Tacoma, Washington) with both vendors responding that they do not sell Taser equipment or any type of such products and/or provide any type of repair services. Taser Equipment is the sole manufacturer to this equipment/products/services certified in State of Texas.

Therefore, because of the above rationale and facts stated herein, Taser International and Taser Brand Products for Texas are the sole developer, manufacturer, distributor and repairs services provider for their products.

Purchase of products and services related to Tasers is available to all applicable Hidalgo County Elected Office, Departments, Programs and/or Agencies (under all funding souces).

This sole source declaration remains in effect unless revoked by Hidalgo County Commissioners Court.

AI-44160 **Purchasing Department** **16. B. 1.**

CC - REGULAR

Meeting Date: 04/22/2014

Submitted For: Comm. Tito Palacios, Pct. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Approval of the following requisition listed for operating expenditures exceeding $7,500:

Program	Requisition No.	Vendor	Amount	Item
Valley Blvd Rd Prj	255557	Frontera Materials Inc.	$32,016.00	Asphalt for Rd Project

BACKGROUND

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	04/16/2014 04:40 PM
Budget & Management	Debbie Tamez	04/16/2014 05:02 PM
Auditor's Office	Monica Badillo	04/17/2014 02:23 PM

Form Started By: Erika Zamora Started On: 04/16/2014

Final Approval Date: 04/17/2014

Requisition

Req # 00255557

PO #

Date: 04/16/14

Bill To: x
x

Vendor : 125717
FRONTERA MATERIALS, INC
P.O. BOX 1449
ELSA TX 78543-1449
FAX (956)968-0609

Ship To: HIDALGO CO. PCT 2
300 WEST HALL ACRES, SUITE G
PHARR TX 78577

Contact: **R. CUELLAR**
956-787-1891

Contract No: **#E-14-089A-03-11**

Special Instructions:
REQ. #0202

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		VALLEY BLVD. (FM 495 NORTH TO END OF STREET) ROAD PROJECT / CONTRACT #E-14-089A-03-11 EXPIRES 4/8/2015 DO NOT DUPLICATE ORDER		
1.00	LOT	TYPE D HOT MIX ASPHALT LIMESTONE @ $58 PER TON FOR APPROXIMATELY 552 TONS	32,016.00	32,016.00
		Account No	Encumbrance	
			Freight	.00
			Total	32,016.00
		BLANKET PO - MATERIAL NEEDED FOR ROAD PROJECT		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-44146 **Purchasing Department 16. B. 2.**

CC - REGULAR

Meeting Date: 04/22/2014

Submitted For: Commissioner Hector Palacios **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Requesting acceptance and approval of Work Authorization No. 10 (with an estimated cost of $2,971.50) as submitted by Millennium Engineers Group., Contract# C-13-185-06-18, for Construction Material Testing services for the Valley Blvd Road Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-122-095-0-731

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

BUDGETARY IMPACT:

Funds pending approval of interdepartmental transfer (AI#44147) on the agenda for commissioners court approval on 4/22/14.

Attachments

WA

Form Review

Inbox	Reviewed By	Date
Erika Zamora	Erika Zamora	04/16/2014 05:00 PM
Purchasing Department	Darlene Betancourt	04/16/2014 05:13 PM
Budget & Management	Debbie Tamez	04/17/2014 08:20 AM
Obdett Calzada	Obdett Calzada	04/17/2014 02:20 PM
Auditor's Office	Monica Badillo	04/17/2014 02:23 PM

Form Started By: Erika Zamora Started On: 04/16/2014 11:46 AM

Final Approval Date: 04/17/2014

HIDALGO COUNTY

Professional Engineering Services
Contract # C-13-185-06-18
Work Authorization Form

WORK AUTHORIZATION NO. 10

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Millennium Engineers Group, Inc.**, professional engineers of Edinburg, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide

Construction Materials Engineering Services for the Valley Boulevard at Alamo Terrace Subdivision project.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $2,971.50
This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section 4 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 10 shall be funded through funding source:
Account No. _____
Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County** _____, Commissioner Hector Palacios as to content and detail of this **Work Authorization No.** 10

HIDALGO COUNTY

BY: Commissioner Hector Palacios

_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2014.

THE ENGINEER:

_____

By: Raul Palma, President

THE OWNER:
HIDALGO COUNTY

_____

By: Ramon Garcia, County Judge

ATTEST:

_____

By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Services to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

ATTACHMENT "A"

Services To Be Provided By The Owner

EXHIBIT "A"
SERVICES TO BE PROVIDED BY THE OWNER/COUNTY

The following provides an outline of the services to be provided by the **Owner** in the development of **Projects** (as defined and more particularly indentified in **EXHIBIT "B"** attached to this Agreement).

General

The Owner will provide to the **Engineer** the following:

(1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.

(2) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 3 of this Agreement.

(3) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.

(4) Provide any available relevant data the **Owner** may have on file concerning the projects.

(5) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the work schedule agreed upon.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

(7) Provide the authorization to proceed with services on project by project basis through consulting design and construction engineer.

ATTACHMENT "B"

Services To Be Provided By The Engineer

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory Services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for Hidalgo County Precinct No. 2 Projects, **"ON A AS NEEDED BASIS"** and projects is as follows:

A. Preliminary Phase:

(1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
(2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
(3) Provide environmental studies as may be necessary to complete a project.
(4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
(7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

(1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
(2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
(3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
(4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement condition studies.
(7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. Construction/Maintenance Phase:

(1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
(2) Consult and advise with the OWNER during construction.

(3) Provide construction materials testing for construction and maintenance projects as required by the project plans and specifications and/or specified by the project design engineer.
(4) Review all material designs as requested by the OWNER and/or project design engineer.
(5) Furnish the OWNER all necessary reports for construction and maintenance projects.
(6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

(1) Act for OWNER in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
(2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society of Testing and Materials, where applicable, or other standards designated by County.
(3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devised of accuracy traceable to the National Institute of Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
(4) Promptly submit formal construction materials testing reports for all tests, observations, and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which the tests were made.
(5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
(6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from OWNER prior to undertaking.

ATTACHMENT "C"

Work Schedule

ATTACHMENT "C"

Work Schedule

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.

ATTACHMENT "D"

Cost Proposal

Construction Materials Testing Services
MEG Proposal No.: 01-14-146M, WA No.10
April 16, 2014

☒SOILS

Task	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	7.5	41.00	307.50
Moisture Density Relationship, Standard Proctor (each)	1	175.00	175.00
Atterberg Limits (each)	1	61.00	61.00
Sieve Analysis (each)	1	55.00	55.00
Wet Ball Mill (each)	-	185.00	-
Percent Passing No. 200 Sieve Analysis (each)	-	42.00	-
Nuclear Density Test (each)	4	22.00	88.00
Vehicle Trip Charge (each)	3	37.00	111.00
Sub-Total (Soils)			**797.50**

☐CONCRETE

Task	Qty.	Unit Rate	Estimated Cost
Concrete Engineering Technician (hourly)			
Concrete Cylinder Compressive Strength Test (each)			
Slump Test (each)			
Air Content of Fresh Concrete (each)			
Vehicle Trip Charge (each)			
Sub-Total (Concrete)			

☐STRUCTURAL STEEL

Task	Qty.	Unit Rate	Estimated Cost
Certified Welding Inspection (hourly)			
Vehicle Trip Charge (each)			
Sub-Total (Structural)			

☒ASPHALT

Task	Qty.	Unit Rate	Estimated Cost
Asphalt Engineering Technician (hourly)	12	44.00	528.00
Extraction & Gradation, Percent Asphalt (each)	1	225.00	225.00
Lab Density (each)	1	65.00	65.00
Theoretical Maximum Specific Gravity (each)	1	60.00	60.00
Nuclear Density Tests (each)	6	22.00	132.00
Coring Rig (each)	1	75.00	75.00
Asphalt Cores (each)	3	60.00	180.00
Asphalt Core Density (each)	6	40.00	240.00
Vehicle Trip Charge (each)	3	37.00	111.00
Sub-Total (Asphalt)			**1,616.00**

☒PROJECT MANAGEMENT AND ADMINISTATION

Task	Qty.	Unit Rate	Estimated Cost
Test Report (each)	6	30.00	180.00
Project Management (hourly)	1.5	67.00	100.50
Project Engineer (hourly)	1.5	105.00	157.50
Clerical (hourly)	3	40.00	120.00
Sub-Total (Mgmt. & Admin.)			**558.00**

Total Estimated Cost **$2,971.50**

The following assumptions were used in preparing the proposal:

- MEG's proposal is dependent on the duration of construction days and additional compensation may be required if the construction sequence is slower or faster than typical construction.
- MEG's proposal is dependent on the construction sequence that is used by the General Contractor. Estimated quantities herein are based on the most efficient scheduling the General Contractor can use to combine our services when applicable. Standby time, weather, and cancellations have not been factored into the proposal.
- The Contractors on the site will work a single shift, on a 5 days per week schedule.
- Construction Material Testing Services will be scheduled with 24 hours notice.
- Services provided outside of regular business hours as outlined in the *Provisions* section of this proposal, or services provided on Saturday, Sunday, or Holidays will be invoiced at 1.3 times the applicable unit rate.

AI-44001 **Purchasing Department 16. C. 1.**

CC - REGULAR

Meeting Date: 04/22/2014

Submitted For: Hon. J. E. Guerra, HC-Sheriff **Submitted By:** Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of the final negotiated contract with Dr. Marin Garza for "Professional Physician Services for Hidalgo County Inmates" project RFQ 2014-009-03-26-YZV.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-423-21-280-002-0-331

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

BUDGETARY IMPACT:

Funds available as of 4/16/14.

Attachments

Signed Best and Final Offer

C-14-009-04-22-CONTRACT

LEGALS REVIEW-OKAY

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/16/2014 01:06 PM
Budget & Management	Debbie Tamez	04/16/2014 01:30 PM
Obdett Calzada	Obdett Calzada	04/16/2014 04:41 PM
Auditor's Office	Monica Badillo	04/17/2014 02:23 PM

Form Started By: Yolanda Velasquez Started On: 04/08/2014 04:22 PM

Final Approval Date: 04/17/2014

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: Dr. Marin Garza

From: Yolanda Velasquez, Buyer III YZV
For: Martha L. Salazar, CPPB
Hidalgo County Purchasing Dept.

Date: April 15, 2014

Re: Negotiation for -"Hidalgo County-Sheriff's Office – "Professional Physician Services for Inmates" (RFQ 2014-009-03-26-YZV)

Pursuant to action taken by Hidalgo County Commissioner's Court on Tuesday morning (April 15, 2014), please be advised that you have been selected (ranked) to enter into negotiations with County of Hidalgo for the above-referenced project.

The Hidalgo County Purchasing Department is asking for you to submit a best and final offer for the proposed scope of work and services for the mentioned project.

We request that you submit a proposed "Best and Final Offer" by no later than 10:00 a.m. on Wednesday, April 16, 2014.

Best and final offer of the proposed contract rate of $ 3,600.00/mo.

We ask that you approve by signing below acknowledgment of receipt with commitment to submit by deadline and return via email to yolanda.velasquez@co.hidalgo.tx.us or fax to (956)292-7612.

Signed: Marin Garza MD **Title:** MD

Printed Name: Marin Garza MD

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONTRACT FOR SERVICES
C-14-009-04-22

THIS AGREEMENT is made as of the **22nd** day of, **April**, **2014** by and between **HIDALGO COUNTY, TEXAS,** a political subdivision of the State of Texas (hereinafter "County") and **Dr. Marin Garza, M.D.** (hereinafter "Physician" and/or "Contractor") to serve at the pleasure of the Hidalgo County Commissioners' Court.

W I T N E S S E T H:

WHEREAS, County desires to contract with a person to provide the services necessary to act as the provider of professional medical services for the residents of the Hidalgo County Adult Detention Facility (the "Clients") that are more specifically set forth hereinafter; and

WHEREAS, Physician has agreed to provide the services enumerated hereinafter for Hidalgo County Adult Detention Facility (the "Jail").

NOW, THEREFORE, for the mutual consideration expressed hereinafter, County and Physician agree as follows:

1. Physician agrees to provide to the Jail and its Clients the services specified in the Request for Qualifications (RFQ) and Response to Request for Qualifications attached as Exhibit "A" and Exhibit "B" respectively and incorporated herein. In the event of any discrepancy or inconsistency, the Request for Qualifications shall control. These services include, but are not limited to:

(a) Providing and maintaining a medical license under which all medical activities of the Jail employees will take place;
(b) Providing standing delegation orders to nurse practitioners and nurses and supervising medical procedures:
(c) Conduct physical examinations of the Clients as required by the Jail;
(d) Conducting other evaluations and tests on each client as required by the

Jail;

(e) Interpreting the results of any test conducted under (c) or (d) above and submitting a written report to the Jail of the results of such tests and examinations, as required by the Jail, including but not limited to, the Radiology Tests (i.e. X-rays for all inmates) performed on Hidalgo County Inmates involving and/or subject to tuberculosis;

(f) Together with a nurse, provided at the sole cost and expense of the Jail, Physician will conduct and/or oversee Sick Call Clinics for all inmates incarcerated at the Jail who require medical services two (2) hours per day, twice a week. It will be the duty of the R.N. Supervisor and/or Infirmary Administrator to organize additional clinic visits by the Physician to follow up on medications, treatments and similar requirements;

(g) Physician shall adopt and implement workplace guidelines concerning inmates with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of Physician and for Clients, inmates, patients, and/or residents served by the Physician.

(h) Provides consultation, hands on treatment and other related medical services to inmates while assessing their health needs and designing treatment plans during regularly scheduled visits to the Jail Facilities; Physician shall refer inmates to a hospital or specialty clinic for treatment and care whenever the health care required is beyond the resources available at the jail;

(j) Physician shall oversee the preparation, maintenance and submission of all records that are designated, required or prescribed be either the Jail or the Texas Commission on Jail Standards;

(k) Physician shall permit Jail and the Texas Commission on Jail Standards to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time;

1. Physician shall provide reasonable access to all records, books, reports and other data and information needed to accomplish reviews of activities, services and expenditures of the Jail;
2. Physician will order prescription medications utilizing the approved formulary provided by the jail, unless in the best interest of the patient as is deemed by the Physician;
3. The qualified Physician must provide and maintain a Texas Controlled Substance Registration listing the Jail's physical address in order to maintain and store/stock medications needed by the Contract Physician and Detention Infirmary Department;

2. Contractor represents that he is a licensed physician licensed by the State of Texas and qualified to perform and execute the services provided above. If such license is suspended or revoked, this Contract shall automatically be terminated and Contractor shall

immediately notify the Hidalgo County Sheriff of such suspension or revocation.

3. As consideration for the above and foregoing, Contractor shall submit a monthly billing statement to the Jail (P.O. Box 1228, Edinburg, Texas 78540). Said statement must include an itemized list of services rendered to the Jail during the statement period. Upon receipt of said statement, the Jail shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Physician shall be compensated in the according to the negotiated monthly amount as evidenced in Exhibit "B1" entitled Negotiated Monthly Amount for the services provided to the Jail hereunder.

4. Contractor must comply with all applicable laws and regulations of the Jail and County policies. Notwithstanding the foregoing sentence, Contractor represents and maintains that he is not an employee of the Jail, Hidalgo County, Texas, or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of Jail, Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's Civil Service Program. Contractor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

5. The Jail and Contractor agree that either party may terminate this contract at any time for any reason or no reason at all by providing ninety (90) days written notice. Contractor agrees to give County two weeks notice of his intent to terminate Contract; however, if County is unable to find a suitable replacement, Contractor agrees to continue for a period not to exceed thirty days at the same compensation stipulated in this Contract so that County may have an additional period of time to find a suitable replacement.

6. Contractor agrees to provide professional liability insurance covering his activities in providing the services to County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code and according to Exhibit "C" entitled Insurance Requirements, and shall furnish County a certificate

issued by the insurer that such insurance is in full force and effect.

7. Contractor may not assign the obligations or rights under this Contract to any person without the prior written consent of County.

8. Contractor agrees to comply with the Title VI of the Civil Rights Act of 1964.

9. The term of this Contract shall be for a period of two (2) years and shall commence on **May 02, 2014** and end on **May 01, 2016** with the option to renew for two (2) one (1) year options reserved solely with the County.

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

If to County:	County of Hidalgo, Texas Attention: County Judge 302 West University Drive Edinburg, Texas 78539
If to Contractor:	Dr. Marin Garza P. O. Box 180 Linn, TX 78563

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.

13. Contractor 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 Contractor under this Contract. Said indemnity

shall cover any act or failure to act by the Contractor, its agents or employees.

14. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

15. This Agreement 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 County under this Agreement, County may terminate this Agreement upon sixty (60) days written notice to Contractor. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

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

WITNESS our hands in duplicate originals this _____day of _____,2014.

COUNTY OF HIDALGO, TEXAS

By:_____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

PHYSICIAN:

By:_____
Dr. Marin Garza

Approved by Commissioners' Court on:_____

Approved as to form:

Office of Criminal District Attorney
Rene Guerra

By:_____
Michael L. Garza, Assistant District Attorney

EXHIBIT "A"
RFQ
REQUIREMENTS

EXHIBIT "A"

REQUIREMENTS

HIDALGO COUNTY

REQUEST FOR QUALIFICATIONS

"PROFESSIONAL PHYSICIAN SERVICES FOR INMATES-HIDALGO COUNTY ADULT DETENTION FACILITY (JAIL)"

RFQ No. 2014-009-03-26-YZV

Hidalgo County will be accepting Statements of Qualifications from qualified Physician(s) to provide physician services for Hidalgo County Adult Detention Facility (Jail). The County of Hidalgo is seeking to enter into a services contract(s) with a state-registered/licensed (Texas physician(s). The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"Physician(s) Services for the Adult Detention Facility (Jail)". Request For Qualifications"** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, March 26, 2014. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFQ Number: **2014-009-03-26**

The Submittal Envelope/Packet Must Show The RFQ Number, Name And Opening Date.

The following outlines the Request For Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956)292-7612 or via e-mail to yolanda.velasquez@co.hidalgo.tx.us BY NO LATER THAN Wednesday, March 19, 2014 at 5:00 p.m. Responses will be sent to all applicants by Friday, March 21, 2014. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.
Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT: Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit D) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ: Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT: Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or request for qualifications/proposal procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFQ DELIVERY: Hidalgo County requires submitters, when hand delivering statements of qualifications/proposal, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

SIGNING OF QUALIFICATIONS: In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES: Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

SECTION II -RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS: The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and seven (7) copies** of the RFQ shall be submitted to the address on the cover letter.

CONTENTS: The required contents for the RFQ are presented below in the order they should be incorporated into the submitted document.

PROJECT OVERVIEW:
The County of Hidalgo must provide pursuant to Texas Commission on Jail Standards provisions, Chapter 273, "Health Services", (medical, dental and health services) in accordance with the approved health services plan. These services may include, but shall not be limited to, the services of a licensed physician, professional and allied health personnel, hospital or similar service.

PHYSICIAN(S) QUALIFICATIONS-REQUIREMENTS: The County of Hidalgo is seeking to contract with a competent qualified physician(s) to provide services for the Adult Detention Facility (Jail). This section will contain the minimum requirements to qualify a competent physician(s) to provide services for the Hidalgo County Adult Detention Facility (Jail), including but not limited to the following:

- Personal Curriculum Vitae;
- Registered and licensed to practice medicine by the Texas Board of Medical Examiners. Copy of current/valid license must be included in this response;
- Must have a minimum of (5) years experience in general practice;
- Must hold and maintain a current/valid certificates by the Drug Enforcement Agency and Texas Department of Public Safety Controlled Substances Registration.
- Revocation or suspension of the Physician's medical license will be cause for immediate termination of the contract. All qualified physician(s) are required to furnish a certification or acknowledgment stating that the physician(s) is free from suspension or debarment pursuant to federal regulation 45CRF76;
- Certification form is included in this packet and must be completed and submitted as part of the response to the RFQ;
- The qualified physician(s) should provide a copy of their Professional Liability Insurance (malpractice) as well as all other applicable insurances as required by Hidalgo County and as detailed in Exhibit "C" contained herein;
- Must be or become a member of the Hidalgo County Medical Society;
- Serving on general call 24 hours a day, 7 days a week, except when out of town;
- When unavailable, physician must make all necessary arrangements for a substitute physician to perform the duties of correctional physician;
- Must provide sick call hours of four (4) hours per week at the Hidalgo County Adult Detention Facility (Jail).

Term of Agreement: The term of the agreement will be for an initial period of 2 years with the County's option to renew for an additional 2 one(1) year terms under the same rates, terms and conditions.

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 unforseen delay in award of new bid for next contract term.

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 reimbursement for such charges or expenses shall be passed onto Hidalgo County.

Required Certifications and Submittal: This section will contain any licenses and certifications as required by HIDALGO COUNTY, the STATE OF TEXAS . The qualified physician(s) should add copies of their certificate of license from the Texas Board of Medical Examiners.

SCOPE OF SERVICES: The Physician Services contract will encompass all project-related medical services to the County of Hidalgo including, but not limited to, the following:

a. Providing and maintaining a medical license under which all medical activities of the Sheriff's Office employees will take place;
b. Providing standing delegation orders to nurse practitioners and nurses and supervising medical procedures;
c. Conducting physical examinations of the Clients as required by the Department;
d. Conducting other evaluations and tests on each Client as required by the Department;
e. Interpreting the results of any test conducted under (b) or (c) above and submitting a written report to the Department of the results of such tests and examinations, as required by the Department including but not limit to, the Radiology tests (i.e. X-rays for all inmates) performed on Hidalgo County inmates involving and/or subject to tuberculosis;
f. Together with a nurse, provide at the sole cost and expense of the Department, will conduct and oversee Sick Call Clinics for all inmates incarcerated at the Hidalgo County Adult Detention Facility (Jail) who require medical services. It will be the duty of the R.N. Supervisor and/or Infirmary Administrator to organize additional clinic visits by the Contractor to follow up medications, treatments and similar requirements;
g. Physician(s) shall adopt and implement workplace guidelines concerning inmates with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of Contractor and for Clients, inmates, patients, and/or residents served by the Contractor.
h. Provides consultation, hands-on treatment and other related medical services to inmates while assessing their health needs and designing treatment plans during regularly scheduled visits to the Jail facilities;
i. Physician(s) shall refer inmates to a hospital or specialty clinic for treatment and care whenever the health care required is beyond the resources available in the jail;
j. Physician(s) shall oversee the preparation, maintenance and submission of all records that are designated, required or prescribed by either Department or the Texas Commission on Jail Standards;
k. Physician(s) shall permit Department and the Texas Commission on Jail Standards to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time;

l. Physician(s) shall provide reasonable access to all records, books, reports and other data and information needed to accomplish reviews of activities, services and expenditures of the Department;

m. Physician(s) will order prescription medications utilizing the approved formulary provided by the jail, unless in the best interest of the patient as is deemed by the Physician;

n. The qualified Physician(s) must provide and maintain a Texas Controlled Substance Registration Certificate listing the Adult Detention Centers' physical address in order to maintain and store/stock medications as needed by the Contract Physician(s) and Detention Infirmary Department;

UNDERSTANDING OF THE PROJECT: This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, proposer is to provide a fee proposal for the following scope of work.

PART III -SELECTION & SCHEDULES

SELECTION PROCEDURES:

RFQ submittal evaluation will be based on the criteria outlined below,

PROPOSAL RANKING: Departmental Committees will evaluate and rank the written RFQ. After the RFQ have been ranked, the department will make a recommendation to the Hidalgo County Commissioners' Court.

NEGOTIATION PROCESS: If negotiations prove unsuccessful, the next highest ranked physician will be contacted. The County of Hidalgo reserves the right to reject any and all RFQ.

TERMINATION OF SERVICES:

Any contract awarded to a qualified physician will be in effect until (a) the contract expires, (b) performance of all services ordered, or (c) terminated by County with ninety (90) day's written notice prior to cancellation.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

EVALUATION:

The evaluation system consists of a 100-point system. The physician(s) will be ranked after evaluation. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined in Exhibit "B".

EXHIBIT "B"
RFQ
RESPONSE

TEXAS MEDICAL BOARD

IDENTIFICATION CARD

LICENSE/PERMIT NUMBER
E6782

EXPIRATION DATE
11/30/2014

MARIN GARZA MD
PO BOX 1108
EDINBURG TX 78540-1108

PHYSICIAN FULL PERMIT

TEXAS MEDICAL BOARD

P.O. BOX 2029 • AUSTIN, TEXAS 78768-2029

PHYSICIAN FULL PERMIT

LICENSE/PERMIT NUMBER
E6782

EXPIRATION DATE
11/30/2014

MARIN GARZA MD
PO BOX 1108
EDINBURG TX 78540-1108

THIS CERTIFIES THAT THE LICENSEE/PERMIT HOLDER NAMED AND NUMBERED HEREON HAS PROVIDED THIS BOARD THE INFORMATION REQUIRED AND HAS PAID THE FEE FOR REGISTRATION FOR THE PERIOD INDICATED ABOVE
PLEASE KEEP THIS BOARD NOTIFIED OF CHANGE OF ADDRESS

Texas Department of Public Safety

Courtesy ~ Service ~ Protection

Controlled Substances Registration

Current date/time: 3/26/2014 2:17:56 PM

New Search | Disclaimer | Back to Search Results

This registrant information was last updated at 3/25/2014 11:16:53 PM

Detailed View - GARZA, MARIN MD

DPS Number:	T0144290
Address:	HIDALGO COUNTY ADULT DETENTION CTR 701 EL CIBOLO ROAD EDINBURG, TX 78539
Business Activity:	PRACTITIONER
Brd. Lic. #:	E6782
Schedule:	2 2N 3 3N 4 5
Exp. Date:	03-31-2015
Original App Entered:	01-10-2006
Last App Recd Date:	01-30-2013

GARZA, MARIN MD
1901 SOUTH 24TH AVE.
EDINBURG, TX 78539-0000-000

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
AG6980545	09-30-2016	FEE EXEMPT

SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2N, 3,3N,4,5,	PRACTITIONER	08-13-2013

GARZA, MARIN MD
LIMITED TO OFFICIAL GOVERNMENT DUTIES ON
TROPICAL TEXAS BEHAVIORAL HEALTH
1901 SOUTH 24TH AVE.
EDINBURG, TX 78539-0000

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION
WASHINGTON D.C. 20537

Restricted to Government personnel for official duties only.

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION
WASHINGTON D.C. 20537

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
AG6980545	09-30-2016	FEE EXEMPT

SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2N, 3,3N,4,5,	PRACTITIONER	08-13-2013

GARZA, MARIN MD
LIMITED TO OFFICIAL GOVERNMENT DUTIES ON
TROPICAL TEXAS BEHAVIORAL HEALTH
1901 SOUTH 24TH AVE.
EDINBURG, TX 78539-0000

Restricted to Government personnel for official duties only.

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

Form DEA-223 (4/07)

TEXAS CONTROLLED SUBSTANCES REGISTRATION CERTIFICATE

TEXAS DEPARTMENT OF PUBLIC SAFETY
REGULATORY SERVICES DIVISION, LICENSING AND REGISTRATION SERVICE
CONTROLLED SUBSTANCES REGISTRATION, PO BOX 4087, AUSTIN, TEXAS 78773

DPS REGISTRATION NUMBER	DATE EXPIRED	FEE PAID
A0027746	03/31/2014	EXEMPT

SCHEDULES	BUSINESS ACTIVITY	DATE ISSUED
2, 2N, 3, 3N, 4, 5	PRACTITIONER	02/12/2013

REGISTERED NAME AND ADDRESS

MARIN GARZA, MD
TROPICAL TEXAS BEHAVIORAL HLTH
1901 SOUTH 24TH AVENUE
EDINBURG, TX 78539

THE TEXAS CONTROLLED SUBSTANCES ACT, CHAPTER 481 OF THE HEALTH AND SAFETY CODE, PROVIDES THAT THE TEXAS DEPARTMENT OF PUBLIC SAFETY MAY DENY A CONTROLLED SUBSTANCES REGISTRATION OR THAT A CONTROLLED SUBSTANCES REGISTRATION MAY BE SUSPENDED OR REVOKED.

THIS REGISTRATION IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY AND NOT VALID AFTER THE EXPIRATION DATE.

NAR-79 (6-10) **CERTIFICATE MUST BE READILY RETRIEVABLE AT ALL TIMES**

TEXAS DEPARTMENT OF PUBLIC SAFETY

DPS REGISTRATION NUMBER A0027746

DATE EXPIRED 03/31/2014

SCHEDULES
2, 2N, 3, 3N, 4, 5

REGISTERED NAME AND ADDRESS
MARIN GARZA, MD
TROPICAL TEXAS BEHAVIORAL HLTH
1901 SOUTH 24TH AVENUE
EDINBURG, TX 78539

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, Marin Garza, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: M Garza MD

Subscribed and sworn to before me this 27 day of March, 2014.

Cynthia Fuerte

Notary Public

My commission expires: April 12, 2016.

CYNTHIA MORENO FUERTE
MY COMMISSION EXPIRES
April 12, 2016

EXHIBIT "B1"
NEGOTIATED MONTHLY AMOUNT

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: Dr. Marin Garza

From: Yolanda Velasquez, Buyer III YZV
For: Martha L. Salazar, CPPB
Hidalgo County Purchasing Dept.

Date: April 15, 2014

Re: Negotiation for -"Hidalgo County-Sheriff's Office – "Professional Physician Services for Inmates" (RFQ 2014-009-03-26-YZV)

Pursuant to action taken by Hidalgo County Commissioner's Court on Tuesday morning (April 15, 2014), please be advised that you have been selected (ranked) to enter into negotiations with County of Hidalgo for the above-referenced project.

The Hidalgo County Purchasing Department is asking for you to submit a best and final offer for the proposed scope of work and services for the mentioned project.

We request that you submit a proposed "Best and Final Offer" by no later than 10:00 a.m. on Wednesday, April 16, 2014.

Best and final offer of the proposed contract rate of $ 3,600.00/mo.

We ask that you approve by signing below acknowledgment of receipt with commitment to submit by deadline and return via email to yolanda.velasquez@co.hidalgo.tx.us or fax to (956)292-7612.

Signed: Marin Garza MD **Title:** MD

Printed Name: Marin Garza MD

EXHIBIT "C"
INSURANCE
REQUIREMENTS

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09-20-2013

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 ADDITIONALINSURED, 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	CONTACT NAME:
USAA INSURANCE AGENCY INC/PHS 812846 P:(888)242-1430 F:(888)443-6112 PO BOX 33015 SAN ANTONIO TX 78265	PHONE (A/C, No, Ext): (888)242-1430 FAX (A/C, No): (888)443-6112 E-MAIL ADDRESS:

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
DR MARIN GARZA PO BOX 180 LINN TX 78563	INSURER A : Hartford Lloyd's Ins Co	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR [X] General Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC	[X]	[ ]	65 SBM IL0341	10/04/2013	10/04/2014	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	[ ]	[ ]				COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $	[ ]	[ ]				EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	[ ]				WC STATU-TORY LIMITS [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
		[ ]	[ ]					

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

Hidalgo County
PO BOX 1228
EDINBURG, TX 78540

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

Jac Mallon

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/11/2014

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

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

PRODUCER	CONTACT NAME: Dr. Garza
Higginbotham Insurance Agency, Inc. 500 W. 13TH Fort Worth TX 76102	PHONE (A/C, No, Ext): 817-336-2377 FAX (A/C, No): 817-882-9284 E-MAIL ADDRESS: snewsted@higginbotham.net
	INSURER(S) AFFORDING COVERAGE — NAIC #
INSURED MARIN12 Marin Garza, MD P. O. Box 180 Linn TX 78563	INSURER A: The Doctors Company — 11989 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 1598745343 **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 $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			0918354	1/1/2014	1/1/2015	Aggregate Claim Limit	1,500,000 500,000

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

Claims-Made Policy Retroactive Date: 01/01/2006

CERTIFICATE HOLDER

For Information Purposes
1901 South 24th Ave
Edinburgh TX 78563

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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THE DOCTORS COMPANY

707-226-0100

A CLAIMS-MADE PROFESSIONAL LIABILITY POLICY

COVERAGE SUMMARY

Policy Number	Policy Period from	Effective Date	to	Expiration Date
0918354	(12:01 A.M. Standard Time at the Principal Address of the First Named Insured)	**01/01/2014**		**01/01/2015**

First Named Insured
Marin Garza MD

Principal Address	Mailing Address
1901 South 24th Ave **Edinburg, TX 78539**	**P.O. Box 180** **Linn, TX 78563**

First Named Insured's Coverage	LIMITS OF LIABILITY Claim Limit	Aggregate Limit
Coverage A-Individual Professional Liability	**$500,000**	**$1,500,000**
Coverage B-Entity Professional Liability (optional)	---	---
Policy Aggregate (if any)	---	---

Specialty **FGP01** **Family General Practice No Surgery**
Retroactive Date **01/01/2006** Rating Territory **Texas Area D**

Rating and Coverage information for any other Protected Party is shown in the Endorsements.

Coverage under your policy is subject to the terms and conditions of the Endorsements listed below:

MPL100 11/04	**Business Associate Agreement (HIPAA)**	**MPL219C 11/13**	**MediGuard Coverage**
MPL101TX 07/12	**Texas Changes**	**MPL240 01/09**	**IRB-Approved Clinical Trials**
MPL102TX 07/12	**Texas Important Notice**	**MPL262 11/04**	**Lower Limits of Liability for Prior Acts**
MPL203 11/04	**Exclusion of Outside Practices**	**MPL270 01/12**	**Cyber**

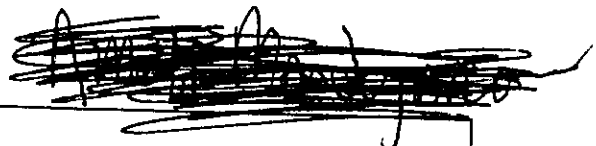
This Policy has been issued through the Physicians Purchasing Group of America (PPGA) and may not be subject to all of the insurance laws and regulations of your state

Accord

713-952-9991

40.0918354.7.66.3813082

Continued



For **Roadside Assistance**: 800-531-8555

956-318-2026

Report a claim, get coverage and deductible information, request a tow from the accident scene, schedule an appraisal or reserve a rental car using:

- usaa.com,
- USAA's Mobile App, or
- By calling **210-531-USAA (8722)**, our mobile phone shortcut number #8722 or 800-531-USAA.

Automobile Insurance Identification Card

This identification card is evidence of liability insurance for your vehicle. The card is valid only as long as liability insurance remains in force.

You may be required to produce your identification card at vehicle registration or inspection, when applying for a driver's license, following an accident or upon a law enforcement officer's request.

Keep a copy of the ID card in your vehicle at all times.

For your convenience, additional copies are available on usaa.com.

FTX1 Rev. 6-13

50817-0513_ 01

02/16/14

TEXAS LIABILITY INSURANCE CARD

ne and Address of Insured

IARIN GARZA
OL USA RET
O BOX 180
NN TX 78563-0180

\RIN GARZA
:GGY B GARZA

ance Company
IITED SERVICES AUTOMOBILE ASSN

y Number	Effective Date	Expiration Date
271 78 50U 7101 7	02/16/14	08/16/14

le Make/Model/Vehicle Identification Number		Year
/ SLVRDO 1500	3GCPCSEC6EG177272	2014

olicy provides at least the minimum amounts of liability insurance d by the Texas Motor Vehicle Safety Responsibility Act for the ed vehicle and named insureds and may provide coverage for other

f o l d

b a c k

Texas Liability Insurance Card
Keep this card.

IMPORTANT: This card or a copy of your insurance policy must be shown when you apply for or renew your:

- motor vehicle registration
- driver's license
- motor vehicle safety inspection sticker.

You also may be asked to show this card or your policy if you have an accident or if a peace officer asks to see it.

All drivers in Texas must carry liability insurance on their vehicles or otherwise meet legal requirements for financial responsibility. Failure to do so could result in fines up to $1,000, suspension of your driver's license and motor vehicle registration, and impoundment of your vehicle for up to 180 days (at a cost of $15 per day).

Additional copies available at usaa.com.

CONTACT US: 210-531-USAA(8722)
OR 800-531-USAA

41
03
IL
SBM

This **Spectrum Policy** consists of the Declarations, Coverage Forms, Common Policy Conditions and any other Forms and Endorsements issued to be a part of the Policy. This insurance is provided by the stock insurance company of The Hartford Insurance Group shown below.

INSURER: HARTFORD LLOYDS INSURANCE COMPANY
785 GREENS PARKWAY, SUITE 200, HOUSTON, TX 77067
COMPANY CODE: B

Policy Number: 65 SBM IL0341 DX

THE HARTFORD

SPECTRUM POLICY DECLARATIONS

ORIGINAL

*310026SIL03410114 04032

Named Insured and Mailing Address: DR MARIN GARZA
(No., Street, Town, State, Zip Code)
PO BOX 180
LINN TX 78563
USAA #: 112717850

Policy Period: From 10/04/13 To 10/04/14 1 YEAR
12:01 a.m., Standard time at your mailing address shown above. **Exception:** 12 noon in New Hampshire.

Name of Agent/Broker: USAA INSURANCE AGENCY INC/PHS
Code: 812846

Previous Policy Number: 65 SBM IL0341

Named Insured is: INDIVIDUAL

Audit Period: NON-AUDITABLE

Type of Property Coverage: NONE

Insurance Provided: In return for the payment of the premium and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy.

TOTAL ANNUAL PREMIUM IS: $425 MP

Countersigned by Susan L. Castaneda
Authorized Representative

07/23/13
Date

SPECTRUM POLICY DECLARATIONS (Continued)
POLICY NUMBER: 65 SBM IL0341

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

Location: 001 **Building:** 001

34634 BLACKBUCK DR
EDINBURG TX 78541

Description of Business:
MEDICAL OFFICE - PHYSICIANS & SURGEONS

Deductible: NO COVERAGE

BUILDING AND BUSINESS PERSONAL PROPERTY	LIMITS OF INSURANCE
BUILDING	
	NO COVERAGE
BUSINESS PERSONAL PROPERTY	
REPLACEMENT COST	NO COVERAGE
PERSONAL PROPERTY OF OTHERS	
REPLACEMENT COST	NO COVERAGE
MONEY AND SECURITIES	
INSIDE THE PREMISES	NO COVERAGE
OUTSIDE THE PREMISES	NO COVERAGE

BUSINESS LIABILITY	LIMITS OF INSURANCE
LIABILITY AND MEDICAL EXPENSES	$2,000,000
MEDICAL EXPENSES - ANY ONE PERSON	$ 10,000
PERSONAL AND ADVERTISING INJURY	$2,000,000
DAMAGES TO PREMISES RENTED TO YOU ANY ONE PREMISES	$ 300,000
AGGREGATE LIMITS	
PRODUCTS-COMPLETED OPERATIONS	$4,000,000
GENERAL AGGREGATE	$4,000,000
EMPLOYMENT PRACTICES LIABILITY COVERAGE: FORM SS 09 01	
EACH CLAIM LIMIT	$ 5,000
DEDUCTIBLE - EACH CLAIM LIMIT NOT APPLICABLE	
AGGREGATE LIMIT	$ 5,000
RETROACTIVE DATE: 10042007	

This **Employment Practices Liability Coverage** contains claims made coverage. Except as may be otherwise provided herein, specified coverages of this insurance are limited generally to liability for injuries for which claims are first made against the insured while the insurance is in force. Please read and review the insurance carefully and discuss the coverage with your Hartford Agent or Broker.

The Limits of Insurance stated in this Declarations will be reduced, and may be completely exhausted, by the payment of "defense expense" and, in such event, The Company will not be obligated to pay any further "defense expense" or sums which the insured is or may become legally obligated to pay as "damages".

*3100265IL03410114 04033

Zimbra **yolanda.velasquez@co.hidalgo.tx.us**

RE: Physician Services for Inmates

From : Michael Garza <michael.garza@da.co.hidalgo.tx.us> Wed, Apr 16, 2014 08:49 AM

Subject : RE: Physician Services for Inmates

To : 'Yolanda Velasquez' <yolanda.velasquez@co.hidalgo.tx.us>

Cc : 'Darlene H. Betancourt' <darlene.betancourt@co.hidalgo.tx.us>, josephine ramirez <josephine.ramirez@da.co.hidalgo.tx.us>

Reply To : michael garza <michael.garza@da.co.hidalgo.tx.us>

Yolanda, ✔

My office has reviewed this agreement and approve it as to form.

Please contact me if you have any questions or concerns.

Michael Garza
Assistant Criminal District Attorney
Contracts and Civil Litigation Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3824
(956) 318-2079 FAX
michael.garza@da.co.hidalgo.tx.us

****
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****

From: Yolanda Velasquez [mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Tuesday, April 15, 2014 5:01 PM
To: michael.garza@da.co.hidalgo.tx.us
Cc: Darlene H. Betancourt

Subject: Physician Services for Inmates
Importance: High

Good afternoon,

Please review contract as to form.

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

From: "Michael Garza" <michael.garza@da.co.hidalgo.tx.us>
To: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
Cc: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>, "josephine ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>
Sent: Monday, February 10, 2014 1:58:28 PM
Subject: RE: Physician Services for Inmates

Yolanda,

The draft agreement for physician services is approved as to form subject to the appropriate insertion of a start/end date and address for the physician.

Please let me know if you have any questions or concerns.

Michael Garza
Assistant Criminal District Attorney
Contracts and Civil Litigation Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3824
(956) 318-2079 FAX
michael.garza@da.co.hidalgo.tx.us

****
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AI-44090 **Purchasing Department 16. C. 2.**

CC - REGULAR

Meeting Date: 04/22/2014

Submitted For: Hon. J. E. Guerra, HC-Sheriff **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval as submitted by Captain Richard Ozuna from Hidalgo County Sheriff's Office for Motorola of "Change Order No. 2 Request" to delete all remaining mobile radio programming and installation services with the exception of 25 mobile radios and add four APX7500 dual Band Encrypted Consolettes including the programming and installation which has no fiscal impact on this agenda item and/or the terms and/or amount of the Lease-Purchase Agreement (approved-CC-10-23-12 for AI#34857) thru the H-GAC Contract #RA05-12 (County assigned Contract #C-12-270-10-23).

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact on this agenda.

Attachments

Change Order No. 2 Documentation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/16/2014 02:21 PM
Budget & Management	Debbie Tamez	04/16/2014 02:25 PM
Auditor's Office	Monica Badillo	04/17/2014 02:23 PM

Form Started By: Vangie Garcia Started On: 04/14/2014 11:29 AM

Final Approval Date: 04/17/2014

MOTOROLA

CHANGE ORDER

Change Order No. 2

Date: 04/07/2014

Project Name: Hidalgo County SO – TX-11I109B

Customer Name: Hidalgo County SO

Customer Project Mgr: Richard Ozuna

The purpose of this Change Order is to:

Delete remaining programming and installations from scope of work with the exception of 25 mobile installations scheduled for new vehicles.

Addition of four APX7500 Dual Band Encrypted consolettes with programming and installation.

Contract # **Lease-Purchase agreement number 23355**

Contract Date: **10/23/2012**

In accordance with the terms and conditions of the contract identified above between [customer name] and Motorola, Inc., the following changes are approved:

Contract Price Adjustments

Original Contract Value:	$7,991,778.66
Previous Change Order amounts for Change Order numbers 0 through 1	$0
This Change Order:	$0
New Contract Value:	$7,991,778.66

Completion Date Adjustments

Original Completion Date:	6/30/2013
Current Completion Date prior to this Change Order:	9/30/2013
New Completion Date:	5/15/2014

Changes in Equipment:

Add: four APX7500 Dual Band Encrypted Consolettes

Changes in Services:

Delete all remaining mobile radio programming and installation services with the exception of 25 and swap with four consolettes with programming and installation.

Schedule Changes:

New completion date forecasted for 5/15/2014 or before based on shipment and installation of the four consolettes.

Pricing Changes:

N/A

Customer Responsibilities:

N/A

Payment Schedule for this Change Order:

Same as contract.

MOTOROLA

CHANGE ORDER

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

Motorola, Inc.		**Customer**	
By:	Mark A Thor	By:	
Printed Name:	Mark A Thor	Printed Name:	
Title:	Regional Services Mgr.	Title:	
Date:	04/08/2014	Date:	

Reviewed by: Arthur Correiro Date: 4/7/2014
Motorola Project Manager

AI-44059 **Purchasing Department 16. D. 1.**

CC - REGULAR

Meeting Date: 04/22/2014

Submitted For: Renan Ramirez, HC-CIO Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

IT Countywide Dept.:

Acceptance and approval of the previously approved 40 hours technical support renewal (cc approved on 02/26/13-AI#36844) to reflect the additional 12 hours as expanded by the IT Dept. as necessary and required but not included in the original statement of work (SOW) through our membership/participation with (DIR) Department of Information Resources awarded vendor Insight Public Sector, Inc. DIR-SDD-1369, thus allowing original purchase order #689159 to be increased including the authority for County Judge and/or Elected Official to execute the "Change Request Form".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-415-00-200-002-0-336

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

BUDGETARY IMPACT:

Funds available as of 4/17/2014, Ref. PO# 689159.

Attachments

Prior AI#36844

Change Request Form

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/16/2014 05:03 PM
Budget & Management	Debbie Tamez	04/16/2014 05:12 PM
Obdett Calzada	Obdett Calzada	04/17/2014 08:58 AM
Auditor's Office	Monica Badillo	04/17/2014 02:23 PM

Form Started By: Matilde Faz Started On: 04/11/2014 09:18 AM

Final Approval Date: 04/17/2014

AI-36844 **16. U.**

CC CONSENT

Meeting Date: 02/26/2013

Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to renew 40 hours of remote technical support and execute required agreement for the County wide network through our membership/participation with (DIR) Department of Information Resources awarded vendor Insight Public Sector, Inc. DIR-SDD-1369 in the total amount of $6,040.00 through the following requisition #230412, effective upon approval (3-1100-415-00-200-002-0-336):

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-415-00-200-002-0-336

FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?: No

BUDGETARY IMPACT:

Funding available through Requisition#230412 in the amount of $6,040.00 as of 2/15/13 for Insight Public Sector, Inc.

Attachments

Requisition

Quote

Web Price

State Of Work

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	02/14/2013 02:59 PM
Budget & Management	Obdett Calzada	02/14/2013 03:19 PM
Erika Zamora	Erika Zamora	02/15/2013 09:59 AM
Auditor's Office	Angela Garcia	02/22/2013 05:31 PM

Form Started By: Matilde Faz Started On: 02/06/2013 03:59 PM

Final Approval Date: 02/22/2013

Requisition

Req # 00230412

PO #

Date: 01/28/13

Account #36344 2/19/13

Bill To: x
x

Vendor : 379093
INSIGHT PUBLIC SECTOR, INC.
6820 S. HARL AVENUE
TEMPE AZ 85283

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: EDNA KIRBY
956-292-7010

Contract No: DIR-SDD-1369

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-SDD-1369 QUOTE DB012813-1		
		DO NOT DUPLICATE ORDER		
1.00	EACH	CO TECHNICAL SUPPORT 40 HOURS	6,040.00	6,040.00
		Account No	Encumbrance	
		3-1100-415-00-200-002-0-336	6,040.00	
			Freight	.00
			Total	6,040.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Insight Public Sector
6820 South Hart Avenue
Tempe, A 85283

Sales Rep : Diana Berger
Phone: 956-451-8628
diana.berger@insight.com

Design Associate: Jason Sawyers
Phone: 800-467-4448 ext 6735
Fax: 408-547-0327
jsawyers@insight.com

Technical Support

DIR Contract#_____DIR-SDD-1369_____

Sales Quote: DB012813-1
Date: 1/28/2013
Buyer: County of Hidalgo
Name: Juan DeLeon
Phone: 956-292-7010
Email: juan@co.hidalgo.tx.us

Part Number	Description	Quantity	List Price	Discount	Unit Price	Extended Price
Technical Services	Technical Support - 40 Hours	1	$ 10,000.00	39.60%	$ 6,040.000	$ 6,040.00

Sales Quote is valid for 30 days

TOTAL $6,040.00

TERMS AND CONDITIONS

Transaction is governed by the applicable contract between Calence, LLC dba Insight Networking and the Texas Department of Information Resources Pursuant to that contract, the warranties and disclaimers located at the following URL apply to this transaction: www.insight.com/pages/legal.web#

The above referenced contract and warranties and disclaimers are hereby incorporated herein by this reference.

CALENCE, LLC DBA INSIGHT NETWORKING SPECIFICALLY OBJECTS TO ANY ADDITIONAL TERMS BEING ADDED THROUGH A PURCHASE ORDER OR OTHER SIMILAR DOCUMENT OR COMMUNICATION (A "PURCHASE ORDER"). BY ORDERING ANY OF THE ITEMS IDENTIFIED HEREIN, CUSTOMER AGREES THAT ANY ADDITIONAL TERMS CONTAINED IN A PURCHASE ORDER SHALL NOT BECOME PART OF THE AGREEMENT BETWEEN THE PARTIES AND SPECIFICALLY THAT THE TERMS AND CONDITIONS CONTAINED HEREIN OR INCORPORATED HEREIN BY REFERENCE SHALL SUPERSEDE ANY CONFLICTING, CONTRARY, OR ADDITIONAL TERMS AND CONDITIONS IN A PURCHASE ORDER.

Insight TOLA Rate Card
FY 2013- 9/14/2012

	DIR	DIR Rates
	Discount	LIST
ARCH SR.	29.50%	350.00
ARCH II	29.50%	250.00
ARCH I	29.50%	190.00
CON SR.	29.50%	200.00
CON II	29.50%	140.00
CON I	29.50%	100.00
PM	29.50%	145.00
PM SR.	29.50%	200.00
SERV TECH	29.50%	85.00
SERV TECH SR.	29.50%	125.00
PROJ COORD	29.50%	105.00
MGR. PROG.	29.50%	240.00

created by:

APPENDIX C PRICING INDEX
TO DIR-SDD-1369
Amendment #2

Calence LLC dba Insight Networking Manufacturer/Product Line/Product Category	**Customer Discount % off MSRP**
Hardware	
Cisco product (Texas based DIR Customer)	44.50%
Cisco product (Non-Texas based DIR Customer)	37.50%
Cisco Ironport Systems	24.50%
Maintenance	
Cisco maintenance (gov't)	18.50%
Cisco maintenance (education)	30.50%
Services	
Technical Services - Asset Management(Asset Tagging); Trade-In and Asset Disposal; Warehousing, Staging, Configuration & Integration Services; Professional Services; Project Management; Cabling Services; Training;	29.25%
Cisco Ironport Professional Services	0.50%

Matilde Faz

From: Edna Kirby [edna.kirby@co.hidalgo.tx.us]
Sent: Thursday, February 07, 2013 4:56 PM
To: 'Matilde Faz'
Subject: FW: Quote for 40 Hours of Technical Support
Attachments: Quote for Technical Support 40 Hours - 1-28-13.xlsx; DIR Services Rates 101212 CUST.xlsx

Importance: High

Maty,

Diana has sent a correction.

Regards,
Edna Kirby
edna.kirby@co.hidalgo.tx.us
Administrative Assistant II
100 E Cano 4th Floor
Edinburg, Texas 78539
p. 956.292.7010 Ext. 6017
f. 956.318.2152
Hidalgo County, Texas

From: Berger, Diana [mailto:Diana.Berger@insight.com]
Sent: Thursday, February 07, 2013 3:55 PM
To: Edna Kirby
Cc: Rosenbaum, Maby
Subject: FW: Quote for 40 Hours of Technical Support

CORRECTION

Edna,

I did not realize that we have a new rate chart for DIR and some of our titles/hourly rates have changed. I have attached the new rate chart and the updated quote. The quote amount to you did not change but the list price amount did.

Therefore, the hourly rate that you should use is Arch II which is $250/hour x 40 hours = $10,000.
The DIR discount is 29.50% so the customer amount is $176.25/hour x 40 hours = $7,050.
We are quoting $151/hour x 40 hours = $6,040.

Sorry for the confusion.

Thanks!

-db-

From: Berger, Diana
Sent: Thursday, February 07, 2013 2:57 PM
To: Edna Kirby
Cc: Rosenbaum, Maby
Subject: RE: Quote for 40 Hours of Technical Support

February 6, 2013

Statement of Work # 11063493

NETWORK SUPPORT SERVICES

I. PARTIES:

"Insight"
Insight Public Sector, Inc.
444 Scott Dr.
Bloomingdale, IL 60108
Attn: David Avila

"Customer"
County of Hidalgo
100 N. Closner Blvd.
Edinburg, TX 78539
Attn: Renan Ramirez

II. **ENTIRE AGREEMENT:** This Statement of Work ("SOW") is subject to the Contract for Products and Related Services, DIR Contract No. DIR-SDD-1369 dated May 13, 2010 (the "Agreement") between Insight Public Sector, Inc. and State of Texas Department of Information Resources ("DIR"). This SOW, including the Agreement and all documents either attached or incorporated by reference, make up the entire agreement with respect to the subject matter in this SOW. Terms not defined in this SOW have the meaning attributed to them in the Agreement unless otherwise specified in this SOW.

III. **SCOPE OF SERVICES:** Insight is pleased to perform the following services ("Services") under the terms and conditions of this Statement of Work (SOW). For purposes of this SOW, Services do not include third-party branded services, software as a service ("SaaS"), or other cloud computing offerings.

A. **Service Description:**
Insight will meet the following Services objectives:

Network Services Support

- Provide network services support for Hidalgo County
- Provide troubleshooting for network routing and switching issues
- Document findings and recommendations

Location

The Services will be performed at the following Customer location(s):

- 100 E. Cano, 4th Floor, Edinburg, TX

B. **Project Management:** Insight will provide the following project management and technical direction:

- Serve as the primary point of contact on all project issues, needs and concerns
- Facilitate kickoff meeting to review project expectations, discuss IT infrastructure design, discover any possible problems/risks, and formulate an appropriate plan (including a firm engagement schedule and potential downtimes)
- Manage Customer expectations and satisfaction throughout the life of the project
- Schedule and coordinate the necessary resources to support the project
- Provide team leadership and guidance
- Identify, escalate, and document project issues as necessary
- Complete "Change Request" documentation as required

- Schedule and conduct team update/status meetings

C. **Insight's Responsibilities:** Insight will provide the applicable and necessary labor, supervision, maintenance, consultation, project management, materials, and/or tools to perform the Services and provide the Deliverables described in this SOW. For purposes of this SOW, "Deliverables" means any materials produced in the course of performing Services listed or specifically required to be delivered to Customer under this SOW.

D. **Customer's Responsibilities:** The estimated duration and associated fees presented in this SOW are based on the following Customer Responsibilities. Should any element(s) of these be lacking during execution of Services, additional time, associated fees, and expenses may be required.

Customer is responsible for the following:

- Customer will provide a project contact with decision-making authority to support the scope of services described in this SOW and ensure the proper personnel are scheduled to review each completed Service or Developed Work upon notification of completion by Insight.
- Customer will provide Insight the necessary access to internal experts, location(s), all critical systems, applications, workspace and equipment required at each field location to complete the project.
- Customer will provide the necessary hardware, software, and tools required for the successful completion of the project prior to Insight's arrival. Further, Customer is responsible for all licensing requirements to be compliant per their own agreements.
- Customer agrees to hold information designated in writing as confidential or proprietary by Insight in strictest confidence and not to copy, reproduce, sell, assign, license, market, transfer or otherwise disclose such information to third parties or to use such information for any purpose whatsoever, except to perform the Customer's obligations hereunder and except as otherwise permitted by this SOW or applicable Texas law. Nothing herein transfers to Customer any title to or ownership rights in any such information; and, upon written request of Insight, Customer shall promptly return or delete any such information which it has in its possession.

E. **Deliverables:** Insight will provide the following Deliverables:

- Documented findings and recommendations

F. **Resource Team:**

Project Sponsor, County of Hidalgo – Renan Ramirez
Support Resource(s), County of Hidalgo – TBD
Solutions Sales Executive, Insight – Adam Clark
Account Executive, Insight – Diana Berger
Consulting Services Manager, Insight – David Avila
Sr. Project Manager, Insight – Maby Rosenbaum
SOW Prepared by, Insight – Jacki Donch

G. **Change Request Procedure:** If an alteration to the scope of work in this SOW, including Deliverables, hours needed to complete work, milestones and related pricing, is identified by either Party; it shall be brought to the attention of the other party's management by completing and submitting a Change Request Form, which is incorporated into this SOW as Attachment 1. Each Party's respective management will review the form to determine whether a modification to the scope is necessary and what effect the implementation of such change may have on the project. If any such change causes an increase or decrease in the cost or time required for performance of the work, the price and/or delivery schedule shall be equitably adjusted and identified within the Change Request Form. Estimated turn-around time for such determination is 5 days. If both Parties mutually agree to implement the change in scope, the Change Request Form will be incorporated into the SOW as an addendum when signed by authorized representatives of both Parties. If either Party rejects a request for a change in scope or if the

Parties cannot agree on an adjustment, Insight shall proceed to fulfill its obligations in accordance with this SOW as previously agreed upon.

IV. **SCHEDULE:** The project start date will be mutually determined upon receipt of this signed SOW and, if applicable, a valid Purchase Order (PO). A minimum lead time of 20 business days from the date of SOW signature may be required for scheduling purposes.

A. **Estimated Duration:** Insight will provide up to forty (40) work-hours. Services will be provided on an as-needed basis, subject to Vendor resource availability as determined in Vendor's discretion. Hidalgo County will notify Vendor, in writing, of each Service request. Each Service request will be invoiced for a minimum of either 4 hours for onsite assistance, or 2 hours for telephone assistance. In the event Hidalgo County has not utilized the hours by 12/31/2013 any remaining hours will be forfeited.

Estimated Start Date: TBD

Estimated End Date: December 31, 2013

V. **PRICING/INVOICING:**

A. **Time and Materials:**
This engagement will be billed on a time and materials basis. Actual costs incurred by Customer will be based on the daily minimum listed in the Pricing Notes below or actual time worked, whichever is greater, plus any applicable travel-related charges and taxes.

Charges will be calculated based on the following rates:

Resource Type	Estimated Hours	Hourly Rate	Estimated Price
Network Maintenance Support	40	$151.00	$6,040.00
Total Estimated Engagement Price			

Note: The table above provides budgetary estimates only

1. **Pricing Notes:**

a. Pricing is valid for 30 days from the date of this SOW.

b. The estimated time to complete this engagement is approximately forty (40) total work hours. This estimated timeframe is based upon Customer providing necessary access to internal experts, location(s), all critical systems, applications, and hardware required to complete project.

c. A minimum of 10 business days will be required to cancel/reschedule the project. If less notification is given, a cancellation/rescheduling fee equal to time expended and applicable travel expenses will be incurred, and Insight will have 10 business days to reschedule the project if required.

d. Pricing is indicated as a time and materials rate with a 4-hour minimum (per day) for onsite resources.

e. If an Insight engineer arrives on site per an agreed upon schedule and is unable to start or complete the project due to any Customer, site, and/or equipment issues, a fee equal to time expended and applicable travel expenses will be incurred. Insight will have 10 business days to schedule the return visit, if required.

B. **Invoicing:**
Insight will invoice Customer on a monthly basis and will be required to pay each invoice within 30 days from the date that Customer receives the invoice, per Texas Government Code, chapter 2251.

C. Invoicing Procedures (to be completed upon execution):

1. **Method:**
CUSTOMER TO SELECT ONE OPTION BELOW:

☐ **Mail Invoice** - Hard copy invoice will be mailed to:
Company Full Name: _____
Address: _____
Attention: Accounts Payable or: _____
Accounts Payable Contact: _____
Phone: _____

☐ **Email Invoice** - Invoice copy will be sent electronically via e-mail to:

_____

☐ **Electronic Payment** - Invoice will be paid via credit or P-card.

Contact _____ at _____ for additional information.

2. **PO Process:**
CUSTOMER TO SELECT ONE OPTION BELOW:

☐ Customer issues system-generated POs or internal reference numbers for service engagements.

Please fill in the PO Number below and attach a hard copy of the PO to this signed SOW. Note: Services cannot be performed until a hard copy of the PO is received, or Billing Reference is provided.

PO Number: _____

PO Release Number (if applicable): _____

Internal Billing Reference Number/Name: _____

☐ Customer does NOT issue system-generated PO for service engagements.

Accordingly, performance of and payment for any Services under this SOW do not require, and are not contingent upon, the issuance of any PO or other similar document.

VI. SPECIAL TERMS, CONDITIONS AND ASSUMPTIONS:

A. Project Kickoff: A project kickoff meeting will be held to review project expectations, discuss IT infrastructure design, discover any possible problems/risks, and formulate an appropriate plan (including a firm engagement schedule and downtimes).

B. Business Hours: Work will be performed during normal business hours unless otherwise mutually agreed upon. Normal business hours are defined as an 8-hour day, Monday through Friday, excluding designated Insight Holidays.

C. Travel Expenses: Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense

reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program. Travel time may not be included as part of the amounts payable by Customer for any services rendered under this Contract. The DIR administrative fee is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer.

D. **Project Specific Assumptions:** The estimated duration and associated fees presented in this SOW are based on the following assumptions. Should any element(s) of these be lacking during execution of the Services, additional time, associated fees, and expenses may be required.

1. Insight is not responsible for delays or repeated tasks caused by factors outside Insight's control. These factors include availability of Customer personnel, equipment and telecommunication provider services. Customer will compensate Insight for any out-of-scope work requested by Customer on an hourly basis at Insight's standard hourly rates (unless otherwise agreed to in writing by the parties).
2. All Services will be performed over a consecutive timeframe unless otherwise provided herein or agreed to by Insight in writing. Insight will schedule resources upon receipt and acceptance of a fully executed SOW and a Purchase Order (to the extent required) from Customer. Insight will use commercially reasonable efforts to take into account Customer's schedule, but in all events the performance of the Services is subject to the availability of Insight personnel and resources, as determined by Insight.
3. Any onsite skills transfer that takes place during this project will not replace the manufacturer's formal system implementation and administration classes.
4. Insight has no obligation to, and will not, install, mount, affix, screw, or otherwise fasten any cable, hardware, or other product to any building or structure (inside or outside), and Insight has no obligation to, and will not, run cable above, under, behind, or through any ceiling, floor, or wall of any building or structure. To the extent that any such services are required, such services will be performed by another person or entity engaged directly by Customer.
5. Each Party agrees that personnel will not be asked to perform, nor volunteer to perform, engineering and/or consulting tasks that lie outside the skill sets and experience of personnel. Personnel have the right to decline a service request if the request falls outside their scope of experience and expertise.
6. This engagement does not include:
   a. Electrical or cabling services
   b. Formal user training
7. Any changes to the scope and/or assumptions will require joint written approval. This may extend the duration of the engagement and/or require additional resources, resulting in additional cost to Customer.

E. **Constraints:** Work that is not included in the Scope section is considered to be out of scope. Any out of scope work must be verified and pre-authorized by Insight prior to commencement through the Change Request process.

F. **Reference:** Upon successful completion of the engagement, Insight may use the Project as a reference for external purposes. This may include verbal endorsements, printed advertisements, and other marketing references to prospective customers and third parties. Any reference activity will be mutually agreed upon in writing by Insight and Customer.

G. **Case Study:** Upon successful completion of the engagement, Insight may ask Customer to serve as an account case study for Insight. If Customer agrees, Insight will prepare a marketing release for publication of non-confidential aspects of the Project (to be reviewed in advance by Customer), in conjunction with Customer's name.

Insight PUBLIC SECTOR

CHANGE REQUEST FORM PROJECT # R.0001995.005 / CHANGE REQUEST # 13563343		
Client	**Original Project Name**	**Original SOW #:**
Hidalgo County	Network Support Services	11063493
Insight Services Manager	**Client Project Sponsor**	**Request Date**
David Avila	Renan Ramirez	03/26/2014
Purchase Order to Apply to Changes: PO #689159.		

Change Request Summary

Original Scope Task	Provide forty (40) hours of network maintenance support
Reason for Change	Customer exceeded the original contract total of forty (40) hours by twelve (12) hours.
Description of Change	Add twelve (12) hours to total contract value in order to invoice for these hours.
Project Schedule	Upon Invoice payment of delta, project will close.
Project Pricing	12 hours X $151.00 per hour=$1,812.00
Deliverables	N/A

Signatures

Insight Authorized Signer:		**Date:**	
Print Name:		**Title:**	
Client Authorized Signer:		**Date:**	
Print Name:		**Title:**	

AI-44138 **Closed Session 17. C.**

CC - REGULAR

Meeting Date: 04/22/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Israel Mena

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/16/2014 11:03 AM
Purchasing Department	Monica Badillo	04/17/2014 02:23 PM

Form Started By: Aida Alvarez Started On: 04/16/2014 10:31 AM

Final Approval Date: 04/17/2014

AI-44139 **Open Session 18. C.**

CC - REGULAR

Meeting Date: 04/22/2014

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

Department: SAFETY DIVISION

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