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

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

1. **Roll Call**

2. **Pledge of Allegiance**

3. **Prayer**

4. **Approval of Consent Agenda**

5. **Open Forum**

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

A. **AI-46748** Update to the Hidalgo County Regional Mobility Authority Strategic Plan by Pilar Rodriguez, Executive Director

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

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

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

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

C. **AI-46700** Approval of and authorization for County Judge to sign Certificate of County Judge of Hidalgo County, Texas relating to Education Revenue Bond Series 2014 of IDEA Public Schools

D. **AI-46706** Right of Way:
Cantera Operating:
Approval to open cut 2.10 miles north of Mile 7 Road on Jara Chinas Road within Right of Way East side. (Pct. 3)

E. **AI-46751** Approval to request two (2) 10' concrete bollards from TxDOT through County Assistance Program to be installed on the west side of courthouse to prevent damage to county property

F. **AI-46718** Approval to accept two Western Union Money Orders, 17-087233215 in the amount of $1,000.00 and 17-087233216 in the amount of $192.00, to settle restitution claim against Edgar C. Villanueva.

8. **County Treasurer - Norma Garcia:**

A. **AI-46691** Discussion, Consideration and Approval regarding Multiple Party Pledge Agreement between Hidalgo County, Lone Star National Bank (depository bank), Lone Star Investment Sub-Nevada, Inc and Wells Fargo Bank, N.A.

B. **AI-46738** 1) Discussion, Consideration and Approval regarding Hidalgo County Investment Policy per Chapter 2256.005(e) of the Local Government Code.

2) Discussion, Consideration and Approval regarding List of Authorized Brokers/Dealers per Chapter 2256.025 of the Local Government Code.

9. **District Courts:**

A. **AI-46488** 139th District Court (1100)
Requesting approval to reimburse Judge Jose Roberto "Bobby" Flores in the amount of $185.50 for travel expenses to Seattle, Washington on August 20-23, 2014 with authority for County Treasurer to issue payment/check after review and auditing procedures are completed by County Auditor.

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

A. **AI-46744** Child Protective Court (1100):
1. Approval to delete one (1) vacant full time position as follows:

Dept/Program	Slot No.	Position Title	Budgeted Salary
055-001	0002	Administrative Assistant III	$32,769.00

2. Approval of intradepartmental transfer.
3. Approval of revised salary schedule.

B. **AI-46662** Tax Office (1100):
1. Approval of the following personnel actions:

Action	*Slot #*	*Position Title*	*Current Budgeted Salary/Allowance*	*Proposed Budgeted Salary/Allowance*
Delete	0015	Accountant III	$47,703.00 $1,500.00 (Auto Allowance)	-0-
Delete	0023	Deputy Clerk II	$36,020.00 $750.00 (Auto Allowance)	-0-
Create	0160	Accountant IV	-0-	$52,002.00 $1,500.00 (Auto Allowance)
Create	0161	Administrative Assistant III	-0-	$30,000.00
Increase Auto Allowance	0072	Inventory Specialist I	$2,250.00 (Auto Allowance)	$4,721.00 (Auto Allowance)

2. Approval of revised salary schedule.

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

A. **AI-46606** Approval of the following expense in accordance with Exiting Officials Expenditure Policy:

Vendor	Amount	Item	Purpose of Expense
CDWG	$2,490.95	Software	Purchase Adobe Acrobat Pro for Felony Section support staff
CDWG	$7,958.00	Monitors	Purchase monitors for support staff work stations

B. **AI-46602** DA-Border Prosecution Unit Grant (BPU) (1281):
1. Approval to accept the Border Prosecution Grant in the amount of $230,000.00, effective 09/01/2014 thru 08/31/2015.
2. Approval of Resolution and approval for County Judge to sign.
3. Approval of certification of revenues as certified by the County Auditor for the FY 2015 Border Prosecution Unit grant funds.
4. Approval to appropriate the FY 2015 Border Prosecution Unit grant funds.
5. Approval of the following personnel actions:

Action	*Slot#*	*Dept /Program*	*Position Title*	*Current Salary/Allowance*	*Proposed Salary/Allowance*
Salary Adjustment (decrease)	0001	080-012	Asst. District Atty III	$79,000.00	$77,920.00
Auto Allowance (remove)				$900.00	-0-
Salary Adjustment (decrease)	0004	080-012	Asst. District Atty IV	$78,000.00	$76,420.00

6. Approval of the FY 2015 Border Prosecution Unit grant salary schedule.

12. **Sheriff's Office:**

A. **AI-46684** Approval to ratify action taken on 5/20/14 - AI#44438 Requesting consideration and authorization for Hidalgo County to execute Second Amendment to Lease entered between Banc of America Public Capital Corp and County of Hidalgo to allow for shared equipment between Hidalgo County and external entities reflecting date change and authorize County Judge to initial date change from December 12, 2013 to November 12, 2013

B. **AI-46612** Sheriff's Office OCDETF - (1284):
1. Approval of FY2015 Overtime program agreement (Investigation Number SW-TXS-0910) between the Organized Crime Drug Enforcement Task Forces (OCDETF) and the Hidalgo County Sheriff's Office in the amount of $15,000.00.
2. Authorization to pay Overtime reimbursable under the grant terms and conditions.
3. Approval of Certification of Revenues as certified by the County Auditor for the OCDETF agreement.
4. Approval of appropriation of funds in the amount of $15,000.00.

13. **Tax Office - Paul Villarreal:**

A. **AI-46313** Approval of Annual Report for the period of July 1, 2013 through June 30, 2014

B. **AI-46677** Approval of Amendment to Interlocal Agreements between County of Hidalgo, for tax assessment and collection with the following entities: City of Palmview,City of Penitas, City of La Villa, City of Granjeno, City of San Juan, Edcouch-Elsa ISD.

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

A. **AI-46733** Requesting approval to support UT-RGV grant application to the Methodist Healthcare Ministries of South Texas Inc. Hidalgo County Health & Human Services Dept. will assist in providing existing facility and equipment to support grant's scope of work.

B. **Health Care Funding District:**

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

C. **Indigent Health Care Program:**

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

15. **Adult Probation - Arnold K. Patrick:**

A. **AI-46556** 1. Prostitution Prevention Court (HOPE) Program (1289):
A. Approval to accept the Prostitution Prevention Court (HOPE) Program grant award from the Office of the Governor (Criminal Justice Division) in the amount of $150,000.00.
B. Approval of certification of revenues as approved by the County Auditor's Office for the Prostitution Prevention Court (HOPE) Program grant.
C. Approval of appropriation of funds.

2. Monitoring Compliance for High Risk Offenders Program (1289):
A. Approval to accept the Monitoring Compliance for High Risk Offenders Program grant award from the Office of the Governor (Criminal Justice Division) in the amount of $50,000.00.
B. Authorization to pay overtime reimbursable under the grant terms and conditions.
C. Approval of certification of revenues as approved by the County Auditor's Office for the Monitoring Compliance for High Risk Offenders Program grant.
D. Approval of appropriation of funds.

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

A. **AI-46709** 1. Urban County Program, is requesting approval of **Change Order No.5** for a construction contract with Vanguard Engineering under the General Land Office (GLO) Contract No. 12-406-000-6453/DRS210068) in Pct. 1 known as Delta Area Connector/ East Lateral Colonia Infrastructure – Chapa North, Chapa South and Acre Tract. The Change Order will increase the construction contract amount from **$478,282.00** to **$532,512.00** for a total **increase** of **$54,230.00** utilizing Hidalgo County Urban County Program GLO funds.

2. Consideration and approval to authorize the County Judge to sign any and all documents associated with Change Orders/ and or Amendments pertaining to GLO Contract No. 12-406-000-6453.

B. **AI-46630** 1. Urban County Program, is requesting approval of Change Order No.3 for a construction contract with FJW Construction under the General Land Office (GLO) Contract No. 12-406-000-6453/DRS210068) in Pct. 2 known as South Fork Drain Project. The Change Order will **increase** the construction contract amount from **$3,731,830.84** to **$3,928,208.32** for a total **increase** of **$196,377.48**, utilizing Hidalgo County Urban County Program GLO funds.

2. Consideration and approval to authorize the County Judge to sign any and all documents associated with Change Orders/ and or Amendments pertaining to GLO Contract No. 12-406-000-6453.

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

A. **AI-46568** 1. Preliminary Approval with Variance Request
a. D. Flores Subdivision – Pct. 1 (Desiderio Flores)
b. Magdalena Estates – Pct. 4 (Kyndel Bennett)

2. Preliminary Approval
a. Sand Meyer Subdivision – Pct. 1 (Jerry Pickering)
b. Ellis No. 6 Subdivision – Pct. 3 (Alfredo & Juan Rodriguez)
c. Aurora Valley Phase 4 – Pct. 1 (ML Rhodes)

3. Final Approval
a. Maiz Acres No. 5 Subdivision – Pct. 1 (Evon Harbison)
b. Fidencio Garcia Estates – Pct. 4 (Fidencio Garcia)

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

A. **AI-46715** 1. Approval of Interlocal Agreement between City of Mission and County of Hidalgo for road improvement project (Moorefield Rd. between 2 Mile Line Rd and 3 Mile Line Rd)
2. Approval of ICA Project in accordance with Texas Government Code Section 791.014 to overlay (Moorefield Rd. between 2 Mile Line Rd and 3 Mile Line Rd)

B. **AI-46704** 1. Requesting approval to accept donation from Wynn-Crosby Operating in the amount of $1,422.24.
2. Approval of Certification of Revenues as certified by the County Auditor for revenues received from Wynn-Crosby Operating, for road repair of Mile 5 Road and Iowa Rd.
3. Approval of 2014 appropriation of funds into Precinct #3 Road Maintenance in the amount $1,422.24 for road repairs of Mile 5 Road and Iowa Rd.

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

A. **AI-46258** 1. Public hearing on the 2015 Proposed Budget as per Texas Local Government Code 111.067.
2. Discussion, consideration, and action on changes and corrections to the 2015 Proposed Budget.
3. Approval to set salaries, allowances, and other compensation for Fiscal Year 2015.
4. Adoption of the 2015 Annual Budget at the Departmental Level

B. **AI-46685** Consideration and approval of order setting the 2014 Hidalgo County Tax Rates:
1. Total Maintenance and Operations Tax Rate (0.5308 cents per $100 valuation)
2. Total Debt Service Tax Rate (0.0592 cents per $100 valuation)
3. Total Ad Valorem Tax Rate (0.5900 cents per $100 valuation)

C. **AI-46707** Title IV-E Child Welfare Services (1100):
1. Approval of the Title IV-E Child Welfare Services (Contract #23941009) Budget for October 1, 2014 - September 30, 2015.
2. Approval for County Judge to sign the following documents:
   a. Budget

D. **AI-46502** Sheriff Office (1100):
1. Approval of Certification of Revenues by County Auditor for the Sheriff.
2. Approval of 2014 appropriation of funds for Sheriff in the amount of $9,434.56 to fund equipment and vehicles repair and maintenance supplies.

E. **AI-46710** 1. Presentation and discussion on financing of Capital Improvement Plan projects.

2. Consideration and approval of resolution authorizing publication of the County's Notice of Intent to Issue with respect to the Hidalgo County, Texas Certificates of Obligation, Series 2014.

3. Consideration and approval of an order authorizing the issuance, sale and delivery of Hidalgo County Limited Tax Refunding Bonds, Series 2014; delegating certain authority to the County Judge pursuant to the provisions of Texas Government Code, Sections 1207.007 and 1207.008; levying a continuing direct annual ad valorem tax; authorizing the refunding of certain outstanding bonds; authorizing the execution of a bond purchase contract; approving an official statement, execution of an escrow and trust agreement, and making other provisions regarding such bonds and matters incident thereto.

4. Consideration and approval of resolution designating the County Judge of Hidalgo County as authorized representative of Hidalgo County to give notice of intent to reimburse expenditures with proceeds of tax exempt obligations.

20. **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-46705 A. As directed/approved by CC and as further stated for the "record" by Hon. S. Crain, Legal Counsel at meeting of 09-23-14, presentation of the Original 2006 Exact RFP/Q complete procurement packet used and distributed by HC and for use for the 2014: "Engagement of Law Firm for the Collection of Delinquent Ad Valorem/Property Taxes and Other Related Services" for printing and distribution (10/01/14) to interested firms (as first ad published on 09-27-14); AND,

B. Applicable action on the following to approved org. RFP Procurement Packet contents: "Engagement of Law Firm for the Collection of Delinquent Ad Valorem/Property Taxes and Other Related Services":

1. Permit the inclusion to the RFP the "additional services" requested and explained by Hon. Paul Villarreal, Jr., HC-TAC at CC meeting of 09-09-14;

2. The inclusion of a draft form of agreement (reviewed & accepted by legal counsel) as the original 2006 RFP procurement packet did not contain said form of agreement.

3. Other additions, deletions or modifications, if any or applicable;

C. As directed by CC on 09-23-14, discussion and action for the designation, assignment or appointment of Grading/Scoring Committee of the responses received for the "Request for Proposal w/Qualifications (RFP/Q) procurement packet for the Engagement of Law Firm for the Collection of Delinquent Ad Valorem/Property Taxes and Other Related Services" project;

2. AI-46519 Presentation of the responsible vendor submitting the lowest and best bid (as detailed in tabulation sheet contained herein & meeting all specifications and/or requirements) for the purpose of award and approval of contract for: RFB titled: Hidalgo County-"CRS-2 (Cationic Rapid Setting) Emulsified Asphalt" through project No.: 2014-315-09-03-SGS.

3. **AI-46569** Acceptance and approval to exercise the County's option to extend the 3rd and final one (1) option with same rates, terms and conditions as stated on contract with Brown & Brown Lone Star Insurance Services, dba, Alamo Group Insurance for "Consulting Services for Self-Funded Insured Group Health" project.

4. **AI-46729** Pursuant to RFQ contents, action on the designation/appointment of Evaluation Committee for the scoring and grading of Statements of Qualifications received in response to the RFQ PROFESSIONAL ARCHITECTURAL CONSULTING SRVS-DESIGN & CONSTRUCTION OF COURT HOUSE & JUDICIAL BLDG.

B. Sheriff's Office

1. **AI-46636** a. Presentation of the scoring/evaluation grid (for purpose of CC determination as "Qualified" so as to proceed with next step of the procurement process) of the sole response received from Dr. John Lung, MD (as detailed in documentation attached herein) for:**Professional Physician Services for Inmates for Hidalgo County Sheriff's Office-**RFQ 2014-343-09-17-YZV.

b. Authority for Purchasing Department and/or other County Staff to negotiate a professional services contract with the qualified participant_____for the provision of "**Professional Physician Services for Inmates"** for Hidalgo County Sheriff's Office.

C. County Clerk

1. **AI-46546** A. Presentation of scoring grid for the purposes of ranking by Commissioners' Court, the responses received in connection with the Request for Proposals for: **"Reco "Records Management & Document Imaging Process"-** RFP 2014-286-09-03:

COMPANY	AVERAGE SCORE	RANKED
Kofile Systems, Inc	95.60	
Property Info Corporation	76.40	
Xerox Services (Government Records Services, Inc.)	77.60	

B. Requesting authority for Purchasing Department to proceed to negotiate a "Best and Final Offer" with the number one ranked company of_____for the provision of **"Record Management & Document Imaging Process"** for Hidalgo County Clerks' Office.

21. **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-46694** Civil Action No. 7:13-cv-00262; Ezequiel C. Jurado, et al v Guadalupe Trevino, Sheriff of Hidalgo County & Hidalgo County

D. **AI-46670** Claim of Adan R. Garza

E. **AI-46672** Claim of Ezequiel Casanova

F. **AI-46674** Claim of Sergio Rodriguez

G. **AI-46724** Claim of Gabriela L. Ventura

22. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. **AI-46695** Civil Action No. 7:13-cv-00262; Ezequiel C. Jurado, et al v Guadalupe Trevino, Sheriff of Hidalgo County & Hidalgo County

D. **AI-46671** Claim of Adan R. Garza

E. **AI-46673** Claim of Ezequiel Casanova

F. **AI-46675** Claim of Sergio Rodriguez

G. **AI-46725** Claim of Gabriela L. Ventura

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

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

25. **Adjourn**

AI-46748 **County Judge's Office 6. A.**

CC - REGULAR

Meeting Date: 09/30/2014

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

Department: COUNTY JUDGE

Information

CAPTION

Update to the Hidalgo County Regional Mobility Authority Strategic Plan by Pilar Rodriguez, Executive Director

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/26/2014 05:01 PM
Purchasing Department	Monica Badillo	09/26/2014 05:46 PM

Form Started By: SANDRA DELEON Started On: 09/26/2014 04:47 PM

Final Approval Date: 09/26/2014

AI-46700 **Comm. Court Executive Office 7. C.**

CC - REGULAR

Meeting Date: 09/30/2014

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

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of and authorization for County Judge to sign Certificate of County Judge of Hidalgo County, Texas relating to Education Revenue Bond Series 2014 of IDEA Public Schools

BACKGROUND

Attachments

CERTIFICATE

cert

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/24/2014 04:13 PM
Purchasing Department	Monica Badillo	09/26/2014 05:46 PM

Form Started By: Monica Badillo Started On: 09/24/2014 03:33 PM

Final Approval Date: 09/26/2014

CERTIFICATE OF THE COUNTY JUDGE OF HIDALGO COUNTY, TEXAS
(Education Revenue and Refunding Bonds (IDEA Public Schools) Series 2014)

The undersigned County Judge of Hidalgo County, Texas, (the "County") hereby certifies with respect to the issuance by the Clifton Higher Education Finance Corporation (the "Corporation"), of its Education Revenue and Refunding Bonds (IDEA Public Schools) Series 2014 (the "Bonds"), that:

1. This certificate is based upon the CERTIFICATE OF PUBLIC HEARING OFFICER REGARDING PUBLIC HEARING attached hereto as **Exhibit A** relating to the public hearing conducted on the date indicated in the Affidavit of Publication attached to such Minutes of Public Hearing by the duly appointed hearing officer of the Corporation in accordance with the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended; and

2. Solely for purposes of the approval requirements of the aforesaid Section 147(f) of the Code, and for no other purpose, in my capacity as County Judge, I hereby approve the Bonds the facilities to be financed with the proceeds of the Bonds, and hereby ratify and approve all actions taken by or on behalf of the County with respect to the appointment of the Hearing Officer, the publication of the Notice of the Public Hearing as reflected in the Affidavit of Publication attached as **Exhibit A** to the attached Certificate of Public Hearing Officer, and the conducting of such Public Hearing.

THIS APPROVAL SHALL NOT BE CONSTRUED AS (1) A REPRESENTATION OR WARRANTY BY THE COUNTY, THE COUNTY JUDGE OF THE COUNTY, THE STATE OF TEXAS OR ANY OTHER AGENCY, INSTRUMENTALITY OR POLITICAL SUBDIVISION OF THE STATE OF TEXAS THAT THE BONDS WILL BE PAID OR THAT ANY OBLIGATIONS ASSUMED BY ANY OF THE PARTIES UNDER THE INSTRUMENTS DELIVERED IN CONNECTION WITH THE BONDS WILL IN FACT BE PERFORMED; (2) A PLEDGE OF THE FAITH AND CREDIT OF THE COUNTY OR THE STATE OF TEXAS OR ANY AGENCY, INSTRUMENTALITY OR POLITICAL SUBDIVISION OF THE STATE OF TEXAS OR THE COUNTY; OR (3) A REPRESENTATION OR WARRANTY BY THE COUNTY CONCERNING THE VALIDITY OF THE CORPORATE EXISTENCE OF THE CORPORATION OR THE VALIDITY OF THE BONDS.

Date: September ____, 2014

_____
County Judge, Hidalgo County, Texas

EXHIBIT A

CERTIFICATE OF THE COUNTY JUDGE OF HIDALGO COUNTY, TEXAS
(Education Revenue and Refunding Bonds (IDEA Public Schools) Series 2014)

The undersigned County Judge of Hidalgo County, Texas, (the "County") hereby certifies with respect to the issuance by the Clifton Higher Education Finance Corporation (the "Corporation"), of its Education Revenue and Refunding Bonds (IDEA Public Schools) Series 2014 (the "Bonds"), that:

1. This certificate is based upon the CERTIFICATE OF PUBLIC HEARING OFFICER REGARDING PUBLIC HEARING attached hereto as **Exhibit A** relating to the public hearing conducted on the date indicated in the Affidavit of Publication attached to such Minutes of Public Hearing by the duly appointed hearing officer of the Corporation in accordance with the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended; and

2. Solely for purposes of the approval requirements of the aforesaid Section 147(f) of the Code, and for no other purpose, in my capacity as County Judge, I hereby approve the Bonds the facilities to be financed with the proceeds of the Bonds, and hereby ratify and approve all actions taken by or on behalf of the County with respect to the appointment of the Hearing Officer, the publication of the Notice of the Public Hearing as reflected in the Affidavit of Publication attached as **Exhibit A** to the attached Certificate of Public Hearing Officer, and the conducting of such Public Hearing.

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Date: September ____, 2014

_____
County Judge, Hidalgo County, Texas

EXHIBIT A

CERTIFICATE OF PUBLIC HEARING OFFICER
REGARDING PUBLIC HEARING (INTERNAL REVENUE CODE § 147(f))

CLIFTON HIGHER EDUCATION FINANCE CORPORATION
EDUCATION REVENUE REFUNDING BONDS (IDEA PUBLIC SCHOOLS) SERIES 2014

I, the undersigned, do hereby make and execute this certificate for the benefit of all persons interested in the issuance of the above-referenced bonds (collectively, the "Bonds").

I hereby certify as follows:

1. I am the duly appointed hearing officer for the public hearing which was held in connection with the issuance of the Bonds at the time and place indicated in the Notice of Public Hearing included in **Exhibit A** attached hereto.

2. Notice of the public hearing was published no less than 14 days before the date of the public hearing in The Monitor, as evidenced by the Affidavit of Publication of the Notice of Public Hearing attached hereto as **Exhibit A**.

3. All persons appearing at the public hearing were given an opportunity to comment on the proposed issuance of the Bonds and the project to be financed with proceeds of the Bonds. No such persons appeared or made comments except as is set forth on **Exhibit B** attached hereto.

4. After giving all interested persons an opportunity to appear and comment, the public hearing was declared closed.

WITNESS MY HAND this 16th day of September, 2014.

Wyatt J. Truscheit
Hearing Officer

Exhibit A - Affidavit of Publication of the Notice of Public Hearing
Exhibit B - Names and Comments of Persons Attending Public Hearing

EXHIBIT A

AFFIDAVIT OF PUBLICATION OF THE NOTICE OF PUBLIC HEARING

ATTACHED

40013489 - Law Office Andrews Kurth LLP - 95189593

THE MONITOR

PUBLISHER'S AFFIDAVIT

State of Texas
County of Hidalgo

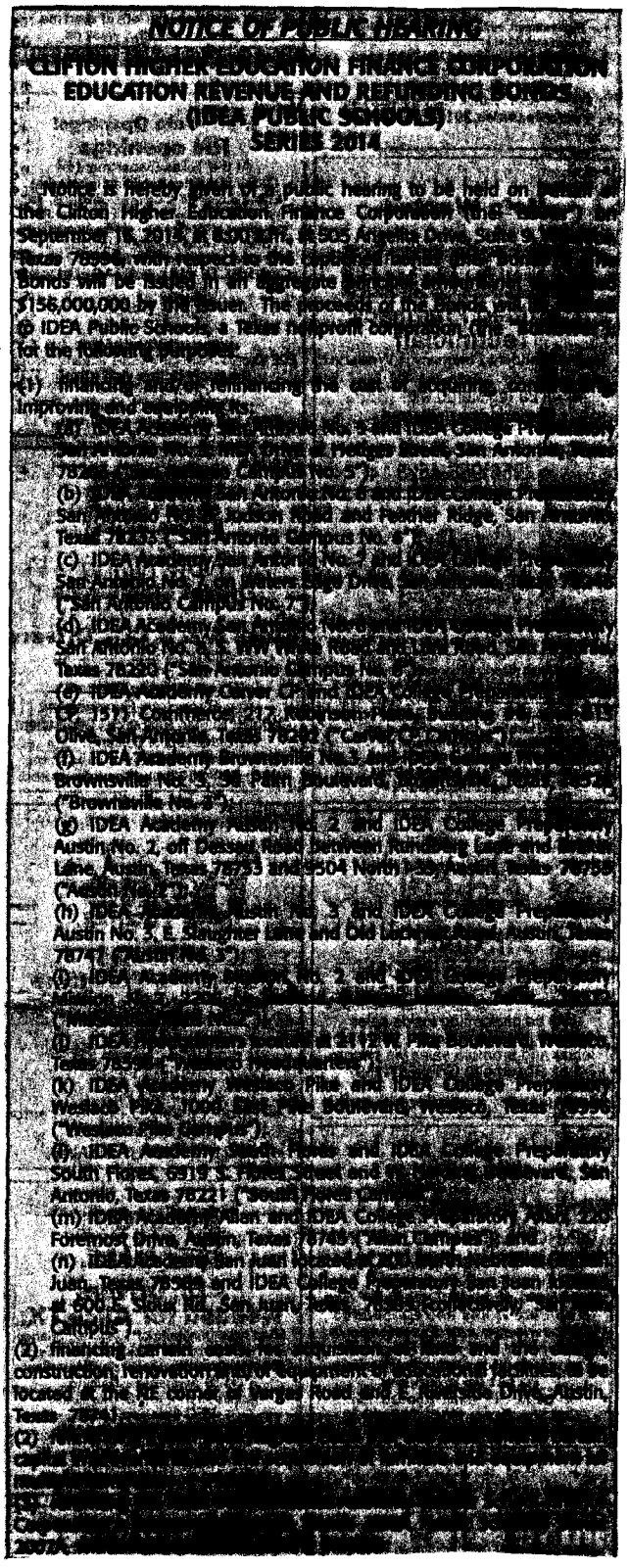
SANDRA PEREZ being duly sworn on his/her oath states that he/she is a Sales Representative of THE MONITOR and that the attached notice appeared in the following issues:

August 29, 2014.

Subscribed and sworn to before me this the 3rd day of September A.D. 2014

Norma I Perez
Notary Public, Hidalgo County

Norma I Perez
My Commission Expires
09/22/2015



NOTICE OF PUBLIC HEARING

CLIFTON HIGHER EDUCATION FINANCE CORPORATION
EDUCATION REVENUE AND REFUNDING BONDS
(IDEA PUBLIC SCHOOLS)
SERIES 2014

Notice is hereby given of a public hearing to be held on behalf of the Clifton Higher Education Finance Corporation (the "Issuer") on September 16, 2014, at 8:00 a.m., at 505 Antonio Drive, Sonte [illegible], Texas 78209, with respect to the proposed issuance by the Issuer of its Education Revenue and Refunding Bonds will be issued in an aggregate principal amount not to exceed $156,000,000 by the Issuer. The proceeds of the Bonds will be loaned to IDEA Public Schools, a Texas nonprofit corporation (the "Borrower"), for the following purposes:

(i) financing and refinancing the cost of acquiring, constructing, improving and equipping the

(a) IDEA Academy San Antonio No. 2 and IDEA College Prep San Antonio Campus No. 2, [illegible] Texas 78260 ("San Antonio Campus No. 2");

(b) IDEA Academy San Antonio No. 3 and IDEA College Prep San Antonio No. 3, [illegible] Jackson Keller and Huebner Roads, San Antonio, Texas 78232 ("San Antonio Campus No. 3");

(c) IDEA Academy San Antonio No. 4 and IDEA College Prep San Antonio No. 4, [illegible] Western Hills Drive, San Antonio, Texas 78201 ("San Antonio Campus No. 4");

(d) IDEA Academy San Antonio No. 5 and IDEA College Prep San Antonio No. 5, [illegible] Texas 78233 ("San Antonio Campus No. 5");

(e) IDEA Academy Cedar Park and IDEA College Prep Cedar Park, [illegible] Drive, Cedar Park, Texas 78613 ("Cedar Park Campus");

(f) IDEA Academy Brownsville No. 2 and IDEA College Prep Brownsville No. 2, [illegible] Boulevard, Brownsville, Texas 78521 ("Brownsville No. 2");

(g) IDEA Academy Austin No. 2 and IDEA College Prep Austin No. 2, on Dessau Road between Rundberg Lane and Lane, Austin, Texas 78753 and 9504 North Lamar, Austin, Texas 78753 ("Austin No. 2");

(h) IDEA Academy Austin No. 3 and IDEA College Prep Austin No. 3, E. Slaughter Lane and Old Lockhart Road, Austin, Texas 78747 ("Austin No. 3");

(i) IDEA Academy Weslaco No. 2 and IDEA College Prep Weslaco No. 2, [illegible] Texas 78596 ("Weslaco No. 2");

(j) IDEA Academy Weslaco Pike and IDEA College Preparatory Weslaco Pike Campus, [illegible] Texas 78599 ("Weslaco Pike Campus");

(k) IDEA Academy South Flores and IDEA College Preparatory South Flores, 6919 S. Flores Street and [illegible] Antonio, Texas 78221 ("South Flores Campus");

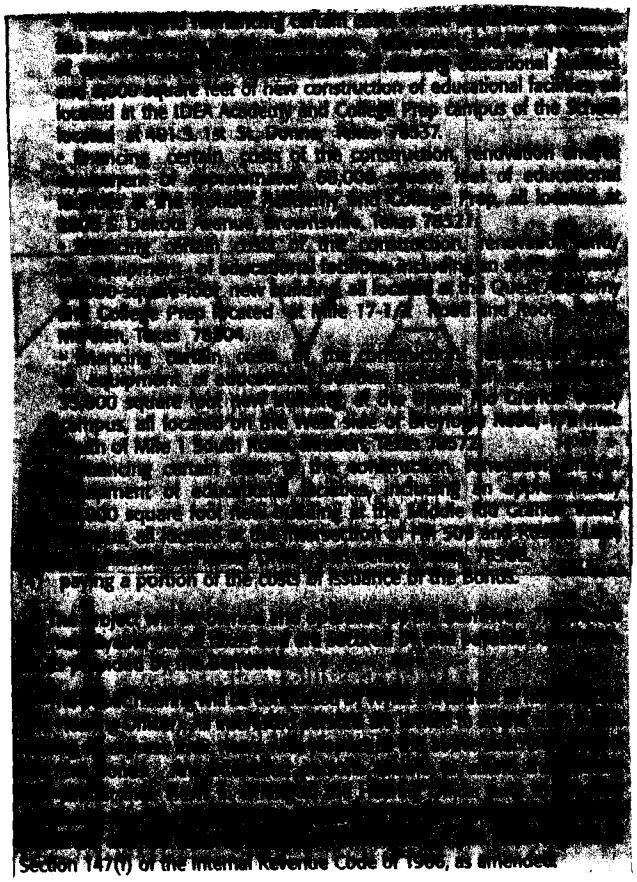
(l) IDEA Academy Austin and IDEA College Preparatory Austin, [illegible] Foremost Drive, Austin, Texas 78745 ("Austin Campus"); and

(m) IDEA Academy San Juan and IDEA College Preparatory San Juan, [illegible] Texas 78589 and IDEA College Preparatory San Juan Middle Campus, at 600 S. Stout Rd., San Juan, Texas (collectively, "San Juan Campus");

(ii) financing certain capital improvements, including [illegible] construction, renovation and [illegible] located at the NE corner of Burger Road and E. Rundberg Drive, Austin, Texas 78753;

(2) [illegible]

Capitalized



Section 147(f) of the Internal Revenue Code of 1986, as amended

EXHIBIT B

NAMES AND COMMENTS OF PERSONS ATTENDING PUBLIC HEARING

NONE

Name of Attendee	Comment
1.	
2.	
3.	

AI-46706 **Comm. Court Executive Office 7. D.**

CC - REGULAR

Meeting Date: 09/30/2014

Submitted By: Rebecca Gomez,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Right of Way:
Cantera Operating:
Approval to open cut 2.10 miles north of Mile 7 Road on Jara Chinas Road within Right of Way East side. (Pct. 3)

BACKGROUND

Attachments

Pct.3- Cantera Operating Permit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/25/2014 11:35 AM
Purchasing Department	Monica Badillo	09/26/2014 05:46 PM

Form Started By: Rebecca Gomez Started On: 09/25/2014 09:17 AM

Final Approval Date: 09/26/2014

REVISED JANUARY 2014

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the _____day of _____, 2014 does by these presents **GRANT, GIVE AND RELINQUISH TO:**

→ Cantera Operating

hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 10 inch /water/ gas/ sewer/ irrigation line; said line to be constructed of material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, **described as follows:**

To open cut 2.10 miles north of mile 7 Rd on Jarachinas Road within Right of Way Eastside

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a 10 line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.

2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.

3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.

4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.

5. Not withstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

Cantera Operating

September 25, 2014

157.779

JP Constable
- [ ] School Districts
- [ ] Voting Precincts
- [x] <all other values>

- [ ] CHIHUAHUA
- [ ] CITY OF ABRAM

AI-46751 **Comm. Court Executive Office 7. E.**

CC - REGULAR

Meeting Date: 09/30/2014

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval to request two (2) 10' concrete bollards from TxDOT through County Assistance Program to be installed on the west side of courthouse to prevent damage to county property

BACKGROUND

No cost to county

Attachments

letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/26/2014 05:04 PM
Purchasing Department	Monica Badillo	09/26/2014 05:46 PM

Form Started By: Monica Badillo Started On: 09/26/2014 04:55 PM

Final Approval Date: 09/26/2014

September 30, 2014

Mr. Rex A. Costley, P.E.
Director of Maintenance
Texas Department of Transportation
P. O. Box 1717
Pharr, Texas 78577

Re: Request for Bollards

Through the County Assistance Program, I am requesting two (2) 10' concrete bollards to be placed on the west side Courthouse Grounds. The bollards will be used to prevent future damage to County property.

Please inform our office if you have the material available so we can have our Facilities Management personnel coordinate the pickup with your office. If you need additional information from my office, please contact Jaime Longoria at (956) 318-2600.

Sincerely,

Ramon Garcia
County Judge

Cc: Valde Guerra, Commissioners' Court Executive Officer

AI-46718 **Comm. Court Executive Office 7. F.**

CC - REGULAR

Meeting Date: 09/30/2014

Submitted For: Valde Guerra **Submitted By:** Rosie Luna, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept two Western Union Money Orders, 17-087233215 in the amount of $1,000.00 and 17-087233216 in the amount of $192.00, to settle restitution claim against Edgar C. Villanueva.

BACKGROUND

DOI: 11/16/13 Account: 4-1100-360-00-000-005-0-000

Attachments

money orders

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/25/2014 02:06 PM
Purchasing Department	Monica Badillo	09/26/2014 05:46 PM

Form Started By: Rosie Luna Started On: 09/25/2014 01:36 PM

Final Approval Date: 09/26/2014

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD UP TO LIGHT TO VIEW

WESTERN UNION FINANCIAL SERVICES INC. - ISSUER - Englewood, Colorado

Payable at Wells Fargo Bank Grand Junction - Downtown, N.A., Grand Junction, Colorado

MONEY ORDER

17-087233215

A 619026 D 092514
T 0941 01
170872332155 L 000000

$ 1000.00

ONE THOUSAND DOLLARS AND NO CENTS

Hidalgo County

PAYMENT FOR/ACCT. #

PURCHASER'S ADDRESS

PURCHASER'S SIGNATURE
PURCHASER BY SIGNING YOU AGREE TO THE TERMS ON THE REVERSE SIDE

⑈000400⑈ ⑆017087233215⑈

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD UP TO LIGHT TO VIEW

WESTERN UNION FINANCIAL SERVICES INC. - ISSUER - Englewood, Colorado

Payable at Wells Fargo Bank Grand Junction - Downtown, N.A., Grand Junction, Colorado

MONEY ORDER

17-087233216

A 619026 D 092514
T 0941 01
170872332164 L 000000

$ 192.00

ONE HUNDRED NINETY-TWO DOLLARS AND NO CENTS

Hidalgo County

PAYMENT FOR/ACCT. #

PURCHASER'S ADDRESS

PURCHASER'S SIGNATURE
PURCHASER BY SIGNING YOU AGREE TO THE TERMS ON THE REVERSE SIDE

⑈000400⑈ ⑆017087233216⑈

AI-46691 **County Treasurer 8. A.**

CC - REGULAR

Meeting Date: 09/30/2014

Submitted By: Fred Zamarripa, TREASURER'S OFFICE

Department: TREASURER'S OFFICE

Information

CAPTION

Discussion, Consideration and Approval regarding Multiple Party Pledge Agreement between Hidalgo County, Lone Star National Bank (depository bank), Lone Star Investment Sub-Nevada, Inc and Wells Fargo Bank, N.A.

BACKGROUND

Attachments

Legal Review

agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/24/2014 04:07 PM
Obdett Calzada	Obdett Calzada	09/26/2014 01:51 PM
Purchasing Department	Monica Badillo	09/26/2014 05:46 PM

Form Started By: Fred Zamarripa Started On: 09/24/2014 02:53 PM

Final Approval Date: 09/26/2014

Zimbra **alfredo.zamarripa@co.hidalgo.tx.us**

Fwd: LSNB Multiple Party Agreement

From : Norma G. Garcia <norma.garcia@co.hidalgo.tx.us> Mon, Sep 22, 2014 03:54 PM
Subject : Fwd: LSNB Multiple Party Agreement
To : Alfredo Zamarripa <alfredo.zamarripa@co.hidalgo.tx.us>

See below...thanks.

Norma G. Garcia
Hidalgo County Treasurer
2810 S Bus Hwy 281
Edinburg, Tx 78539-6243
Tel: 956.318.2508
Fax: 956.318.2507
Front Desk: 956.318.2506 X4801
Email: norma.garcia@co.hidalgo.tx.us

From: "Steve Crain" <scrain@atlashall.com>
To: "Norma G. Garcia" <norma.garcia@co.hidalgo.tx.us>
Sent: Monday, September 22, 2014 3:45:29 PM
Subject: RE: LSNB Multiple Party Agreement

Numbered paragraph 9c and 9e needs to be modified to state with respect to the County these paragraphs are limited to the extent allowable by law.

From: Norma G. Garcia [mailto:norma.garcia@co.hidalgo.tx.us]
Sent: Monday, September 22, 2014 3:26 PM
To: Steve Crain
Subject: LSNB Multiple Party Agreement

Steve,

Lone Star National Bank is adding Wells Fargo as a 2nd Safekeeping bank (for investment purposes) along with their current one, Frost Bank. Please review and advise as to whether we need this or not. Thank you for your prompt attention to this matter.

Norma G. Garcia
Hidalgo County Treasurer
2810 S Bus Hwy 281
Edinburg, Tx 78539-6243
Tel: 956.318.2508
Fax: 956.318.2507
Front Desk: 956.318.2506 X4801
Email: norma.garcia@co.hidalgo.tx.us

MULTIPLE PARTY PLEDGE AGREEMENT

THIS MULTIPLE PARTY PLEDGE AGREEMENT (the "Agreement") is made as of **September 30, 2014** between **Lone Star National Bank** (the "Bank"), having its principal place of business at McAllen, Texas; **Lone Star Investment Sub-Nevada, Inc.** (the "Pledgor"), a wholly owned subsidiary of Bank, having its principal place of business at Las Vegas, Nevada; **County of Hidalgo** (the "Pledgee") and **Wells Fargo Bank, N.A.** ("Custodian").

WHEREAS, the Bank is either obligated to pay certain indebtedness or to perform certain obligations or intends to issue certain obligations (the "Obligations") to the Pledgee under terms requiring that the payment of the amounts or the performance specified by the Obligations be secured by collateral maintained by the Pledgor in safekeeping with the Custodian; and

WHEREAS, Pledgor wishes to pledge certain assets to secure the Obligations made by the Bank to the Pledgee; and

WHEREAS, the Custodian and Pledgor have previously entered into an agreement whereby Custodian will provide custody services for certain assets owned by Pledgor and Custodian currently offers to its eligible customers pledge services; and

WHEREAS, the Pledgor intends to utilize the pledge services offered by the Custodian;

NOW, THEREFORE, in consideration of their mutual agreements herein contained, the parties hereto agree as follows:

Section 1 DEFINITIONS. Certain words and terms as used in this Agreement shall have the meanings given them by the definitions in this Section 1, and such definitions shall be equally applicable to both the singular and plural forms of any of the words and terms herein defined.

(a) "Obligations" means the Bank is either obligated to pay certain indebtedness or to perform certain obligations or intends to issue certain Obligations to Pledgee.

(b) "Collateral" means, without limitation, securities owned by Pledgor and eligible for safekeeping at the Custodian.

Section 2 DELIVERY OF COLLATERAL INTO CUSTODY OF THE CUSTODIAN.

(a) The Pledgor agrees to deliver, from time to time, to the Custodian certain Collateral securing Bank's Obligations. The Pledgor agrees that the Collateral shall be (i) as defined by Section 1(b) hereof that have been pledged to secure the Obligations and (ii) all proceeds of any pledged Collateral as defined in Section 7 of this Agreement. As security for all Obligations of the Bank, the Pledgor grants and conveys to the Pledgee a security interest in the Collateral held under this Agreement. The Pledgor further agrees that it shall, at such times as may be specified by the Custodian, provide the Custodian with such duly executed endorsements and release forms or other documents as the Custodian may deem necessary to enable the Custodian to transfer the Collateral pursuant to this Agreement.

(b) The Custodian agrees to accept and to hold as a bailee for the benefit of the Pledgee, Collateral specifically pledged to it by Pledgor under this Agreement and identified as such to the Custodian in accordance with Section 3 of this Agreement.

Section 3 GRANT AND ACKNOWLEDGMENT OF SECURITY INTERESTS.

By entering into this Agreement, the Pledgor intends to grant and convey to the Pledgee a security interest in the Collateral held under this Agreement. The Pledgor shall give notice to the Custodian as Bailee for the Pledgee that specifically identified assets constitute Collateral for repayment of specified obligations. From the date of such notification until notified pursuant to Section 8 of this Agreement of payment of a specified Obligation, the Custodian agrees to hold the specifically identified Collateral for the benefit of the specified Pledgee and to exercise during such period the standard of care set forth in Section 6 of this Agreement.

Section 4 REPRESENTATIONS, WARRANTIES, AND COVENANTS. The Pledgor and Bank represent, warrant, covenant and agree that:

(a) The Bank's Obligations and agreements used in connection with such Obligations will at all times comply with all applicable laws and regulations, including without limitation, all applicable rules and regulations of any appropriate federal or state regulatory agency.

(b) All Collateral delivered to the Custodian under this Agreement (i) is genuine, (ii) is Collateral as defined in Section 1(b) of this Agreement, (iii) qualifies as Collateral for the Obligations under applicable law, and (iv) is free and clear of any pledge, security interest, lien, charge or encumbrance, except as provided for under this Agreement.

(c) The Pledgor will not withdraw or substitute Collateral pledged under this Agreement, except as provided in Section 8 of this Agreement.

(d) Prior to pledging any Collateral in connection with this Agreement, Pledgor will deliver to the Custodian such executed forms for the transfer of Collateral delivered under this Agreement and such other forms as the Custodian may from time to time request.

(e) The Bank's Obligations have been authorized and approved by all requisite corporate, and Bank action, and Pledgor has full power and lawful authority to pledge and to assign and deliver Collateral in the manner and form required under this Agreement.

Section 5 AUTHORIZED INDIVIDUALS. The following persons who are officers or employees of Bank, Pledgor and Pledgee are authorized to do all things necessary under this Agreement, Bank, Pledgor and Pledgee agree to furnish Custodian a new list of authorized individuals in the event of any change in the then present authorized individuals. Until such new list is received, Custodian may fully rely on the instructions of such present authorized individuals.

Bank

Vipul Patel	SVP	
(Name)	(Title)	(Signature)
David M. Penoli	EVP, COO	
(Name)	(Title)	(Signature)

Pledgor

Larry M. Wood	President, Secretary	
(Name)	(Title)	(Signature)
Joshua C. Miller	Treasurer	
(Name)	(Title)	(Signature)

Pledgee

Norma G. Garcia	Hidalgo County Treasurer	
(Name)	(Title)	(Signature)

Section 6 CUSTODIAN'S STANDARD OF CARE. The Custodian agrees to exercise reasonable care in the retention and protection of Collateral pledged under this Agreement, but any liability on its part for loss or damage to any such Collateral shall be limited to the market value of such Collateral on the date of the discovery of such loss. The Custodian makes no representations and shall have no responsibility, under any circumstances, to ascertain whether Pledgee's security interest in the Collateral is valid or perfected or as to the validity or sufficiency of the pledged Collateral. The Custodian makes no representations and shall have no responsibilities beyond the terms of this Agreement in the event of the application of any bankruptcy, insolvency, or similar laws affecting Pledgee's rights generally or the rights of Pledgee or of the Pledgor. Neither the Custodian nor any of its directors, officers, or employees shall be liable for any loss resulting from any action taken or omitted under this Agreement or in connection with this Agreement unless such loss is caused by its or their gross negligence, bad faith or willful misconduct. In no event shall Custodian be liable for any special, indirect or consequential damages or the action or inaction of any securities depository or Federal Reserve Bank book-entry system.

Section 7 COLLECTION BY CUSTODIAN.

(a) The Custodian shall continue to have an obligation to Pledgor or Pledgee to collect or to attempt to collect any interest, dividends, and proceeds of sale or other moneys due and collectible on or with respect to any of the Collateral pledged under this Agreement. Unless otherwise directed by the Pledgor or otherwise required under paragraph (b) of this Section 7, the Custodian shall accept such principal, interest, dividends, and other moneys as are tendered to it arising from the Collateral deposited under this Agreement, and shall transfer such funds by credit directly to an account of the Pledgor maintained with the Custodian.

(b) The Custodian shall hold moneys arising from the Collateral in an account of the Pledgor with the Custodian and the Custodian shall indicate in its records that such moneys represent Collateral and shall be held on behalf of the Pledgee. Upon the written request of the Pledgor to the Custodian, funds shall be transferred from such account to an account of the Pledgor held with the Custodian. Such transfers shall be subject to the prior written consent of the Pledgee, which shall not be unreasonably withheld, and shall be limited to one such transfer in any month. Requests for such transfers shall be made within the first five (5) business days of any such month. The Custodian shall not be liable to any person, including Pledgee, for any interest, dividends, proceeds of sale and other moneys (including without limitation, payments of principal), as are tendered directly to and received by the Pledgor.

Section 8 RELEASE OF SECURITIES.

(a) The Custodian agrees to comply with the written instructions of the Pledgor and Bank with regard to the release and delivery of Collateral delivered by the Pledgor under this Agreement, provided that those instructions are consistent with the terms of this Agreement and are made in writing by duly authorized officers or employees of both the Pledgor and Bank. Notwithstanding the foregoing, except for the substitution of Collateral, as provided in paragraph (b) of this Section 8, the Custodian shall release Collateral from safekeeping under this Agreement only with the prior written consent of Pledgee and upon the receipt by the Custodian of a written certification by the Pledgor and Bank that no Obligation secured by the Collateral to be released is unpaid and outstanding, or has been automatically renewed, which certification shall be in the form attached to this Agreement as Exhibit A or such other form as may from time to time be required by the Custodian;

(b) The Pledgor and Bank may, from time to time, with the prior written consent of the Pledgee:

(i) Withdraw Collateral held by the Custodian under this Agreement, provided that the Custodian receives written certification by the Pledgor and Bank, consented to by the Pledgee in the form attached to this Agreement as Exhibit B; and

(ii) Substitute Collateral for Collateral of an equal or lesser market value held by the Custodian under this Agreement, provided that the Custodian receives written certification by the Pledgor and Bank, consented to by the Pledgee in the form attached to this Agreement as Exhibit C.

(c) In consenting to substitutions or withdrawals of Collateral under this Agreement, the Custodian may rely on a certification of market value provided by the Pledgor, and shall be under no obligation to independently ascertain the market value of either the Collateral it holds or of any Collateral that the Pledgor may provide as a substitute.

(d) Upon the release or substitution of Collateral under this Section 8, the Custodian shall within seven (7) days execute and deliver to the Pledgor such endorsements or other instruments of transfer as may be necessary to remove the lien of this Agreement from the Collateral that have been released or for which substitution has been made. The delivery to the Pledgor or its designee of any Collateral withdrawn from safekeeping under this Agreement in compliance with this Section 8 shall constitute a complete release and discharge of the Custodian from all responsibility for, or liability to, any person, including Pledgee, with respect to the Collateral so released.

Section 9 INDEMNIFICATION.

(a) The Custodian shall not be liable for any costs, expenses, damages, liabilities or claims, including counsel fees (collectively, "Losses"), resulting from its action or inaction in connection with this Agreement, including Losses which are incurred by reason of any action or inaction by the Book-Entry System, any Clearing Corporation or Trust Receipt Issuer, or their successors or nominees, except for those Losses arising out of the Custodians gross negligence, bad faith or willful misconduct. In no event shall the Custodian be liable to the Pledgee, the Pledgor, the Bank or any third party for special, indirect or consequential damages, or lost profits or loss of business, arising under or in connection with this Agreement. The Custodian may, with respect to questions of law, apply for and obtain the advice and opinion of counsel (at Custodian's own cost), and shall be fully protected with respect to anything done or omitted by it in good faith in conformity with such reasonable advice or opinion.

(b) The Pledgor agrees to indemnify the Custodian and to hold it harmless against any and all Losses (including claims by the Pledgee or the Pledgor) which are sustained by the Custodian as a result of the Custodian's action or inaction in connection with this Agreement except those Losses arising out of the Custodian's gross negligence, bad faith, or willful misconduct.

(c) To the extent allowable by law, the Pledgee agrees to indemnify the Custodian and to hold it harmless against any and all Losses which are sustained by the Custodian by reason of or as a result of (i) any gross negligence, bad faith or willful misconduct by Pledgee in any way relating to, or arising from, this Agreement or transactions under this Agreement and (ii) any action taken or omitted by the Custodian pursuant to Pledgee's oral or written instructions. Notwithstanding the foregoing, the Pledgee shall not indemnify the Custodian for those Losses arising out of the events described above which result from the Custodians gross negligence, bad faith or willful misconduct.

(d) If the Pledgor is required to pay any amounts to the Custodian pursuant to Section 9(b) above for which the Pledgee is liable under Section 9(c), then the Pledgee shall, upon demand by the Pledgor, promptly reimburse Pledgor for all such amounts.

(e) It is expressly understood and agreed that the Custodian's right to indemnification under this Agreement shall be enforceable, to the extent allowable by law, against the Pledgee and/or the Pledgor directly, without any obligation to first proceed against any third party for whom they may act, and irrespective of any rights or recourse that the Pledgee or the Pledgor may have against any such third party. This indemnity shall be a continuing obligation of the Pledgee and the Pledgor notwithstanding the termination of any transactions or of this Agreement.

Section 10 NOTICES. Unless otherwise mutually agreed to by the Custodian, the Pledgor, the Pledgee, and the Bank all notices and communications provided for hereunder shall be in writing and (i) delivered by hand; (ii) mailed by first-class, registered or certified mail, postage prepaid or; (iii) sent by facsimile addressed as follows:

(a) If to the Custodian,

Wells Fargo Bank, N.A.
733 Marquette Avenue S
Minneapolis, MN 55479
Attn: Kevin Hummel
Facsimile No.:(612) 316-3403

(b) If to the Pledgor,

Lone Star Investment Sub-Nevada, Inc.
101 Convention Center Drive, Suite 850
Las Vegas, Nevada 89109
ATTN: Joshua C. Miller
Facsimile No.:(702) 598-3651

(c) If to the Bank,

Lone Star National Bank
520 E. Nolana Avenue
McAllen, TX 78504
ATTN: Vipul Patel
Facsimile No.:(956) 984-2848

(d) If to the Pledgee,

County of Hidalgo
2810 South Business Hwy 281
Edinburg, Texas 78539-6243
ATTN: Norma G. Garica
Facsimile No.: (956) 318-2507

Section 11 TERMINATION. This Agreement may be terminated at any time by any party upon not less than seven (7) days written notice delivered to the other parties, subject to such further requirements as may be imposed by law; provided, however, that the Custodian's responsibilities under this Agreement shall survive the termination of this Agreement, but only for such time as the separate custody agreement between the Pledgor and the Custodian remains in effect. Upon termination, the parties agree to take such actions and execute such documents as shall be necessary to effect the same until completion of the transfer of all collateral to a substitute custodian or the return of all collateral to the Pledgee, whichever is applicable. Notwithstanding the preceding sentence, the obligations of the Pledgor, the Pledgee and the Bank to indemnify the Custodian under Section 9 shall survive the termination of this Agreement until the expiration of all statutes of limitations applicable to any claims or causes of action for which indemnification is provided under Section 9.

Section 12 WAIVER. The waiver by a party of any right under this Agreement or of any failure to perform or breach by a party shall not be deemed as a waiver of any other right hereunder or of any other breach or failure by such party, whether of a similar nature or otherwise.

Section 13 GOVERNING LAW. This Agreement is subject to and governed by the law of the State of Texas. The parties hereby consent to the jurisdiction of a state or federal court situated in Texas in connection with any dispute arising hereunder.

Section 14 SEVERABILITY. If any provision of this Agreement is or becomes illegal, unenforceable, or void, the remaining provisions shall nonetheless continue in full force and effect without being impaired or invalidated in any way

Section 15 HEADINGS. The section headings in this Agreement are for convenience only and they shall in no way expand, modify, define or limit any of the terms of it.

Section 16 INTEGRATION: MODIFICATION. This Agreement and any Amendments or supplements to it shall constitute the entire agreement between the parties. No modification, rescission, waiver, release, annulment, or assignment of any part of this Agreement shall be effective unless executed in writing by all parties or their successors.

IN WITNESS WHEREOF, Bank, Pledgor, Pledgee and the Custodian, each acting through its respective authorized representatives, have executed this Agreement as of _____, 2014.

Lone Star National Bank

By: _____
Vipul Patel
Date: _____

Lone Star Investment Sub-Nevada, Inc

By: _____
Joshua C. Miller
Date: _____

Wells Fargo Bank, N.A.

By: _____
Kellie Stulc
Date: _____

County of Hidalgo

By: _____
Ramon Garcia, County Judge
Date: _____

EXHIBIT A

CERTIFICATE RELATING TO
RELEASE OF COLLATERAL

The undersigned duly authorized officers of Lone Star Investments Sub-Nevada, Inc. (the "Pledgor") and Lone Star National Bank (the "Bank"), in accordance with Section 8 of the Multiple Party Pledge Agreement dated _____, 2014 (the "Pledge Agreement"), between the "Pledgor", the "Bank", the "Pledgee" and Wells Fargo Bank, N.A. (the "Custodian"), hereby requests the release of the following Collateral, held in safekeeping by the Custodian under the Pledge Agreement;

Government and Agency Securities Collateral and Other Securities Collateral

Issuer/ Description	CUSIP #	Original Amount	Current Unpaid Principal	Current Market Value
		TOTALS		

Other Eligible Collateral and Additional Collateral

Issuer/ Description	CUSIP #	Original Amount	Current Unpaid Principal	Current Market Value
		TOTALS		

In connection with such request for release, the undersigned, hereby certifies that the Obligations (as defined in the Pledge Agreement) have been paid in full by the Bank and are no longer unpaid and outstanding, nor have such Obligations been automatically renewed.

The Pledgor requests that the aforesaid Collateral be delivered immediately to:

_____

_____

_____

Upon delivery of the Collateral in accordance with this Certificate, the Custodian shall be completely released and discharged from all responsibility for and liability to any person with respect to said Collateral.

Lone Star Investments Sub-Nevada, Inc.	Lone Star National Bank
(Pledgor)	(Bank)
By: _____	By: _____
(Name)	(Name)
_____	_____
(Title)	(Title)
By: _____	By: _____
(Name)	(Name)
_____	_____
(Title)	(Title)
DATED: _____	DATED: _____

CONSENT FOR RELEASE OF COLLATERAL

Lone Star Investments Sub-Nevada, Inc.
(Pledgee)

By: _____
(Name)

_____
(Title)

RECEIPT

Receipt of the foregoing Certificate is acknowledged this ____ day of _____, 20___.

Wells Fargo Bank, N.A.
(Name of Custodian)

By: _____
(Name)

_____
(Title)

EXHIBIT B

CERTIFICATE RELATING TO WITHDRAWAL OF COLLATERAL

The undersigned duly authorized officers of Lone Star Investments Sub-Nevada, Inc. (the "Pledgor") Lone Star National Bank(the "Bank"), in accordance with Section 8 of the Multiple Party Pledge Agreement dated _____, 2014 (the "Pledge Agreement"), between the "Pledgor", the "Bank", the "Pledgee" and Wells Fargo Bank, N.A. (the "Custodian"), hereby requests the withdrawal of the following Collateral, held in safekeeping by the Custodian under the Pledge Agreement;

Government and Agency Securities Collateral and Other Securities Collateral

Issuer/ Description	CUSIP #	Original Amount	Current Unpaid Principal	Current Market Value
		TOTALS		

Other Eligible Collateral and Additional Collateral

Issuer/ Description	CUSIP #	Original Amount	Current Unpaid Principal	Current Market Value
		TOTALS		

In connection with such request to withdraw, the undersigned, certifies that the market value of the remaining Collateral equals or exceeds the collateral maintenance level of the outstanding Obligations.

The Pledgor requests that the aforesaid Collateral to be released be delivered immediately to:

_____

_____

_____

Upon delivery of the Collateral in accordance with this Certificate, the Custodian shall be completely released and discharged from all responsibility for and liability to any person with respect to said Collateral:

Lone Star Investments Sub-Nevada, Inc.
(Pledgor)

By: _____
(Name)

_____
(Title)

By: _____
(Name)

_____
(Title)

DATED: _____

Lone Star National Bank
(Bank)

By: _____
(Name)

_____
(Title)

By: _____
(Name)

_____
(Title)

DATED: _____

CONSENT FOR WITHDRAWAL OF COLLATERAL

Lone Star Investments Sub-Nevada, Inc.
(Pledgee)

By: _____
(Name)

_____
(Title)

RECEIPT

Receipt of the foregoing Certificate is acknowledged this _____day of _____, 20___.

Wells Fargo Bank, N.A.
(Name of Custodian)

By: _____
(Name)

_____
(Title)

EXHIBIT C

CERTIFICATE RELATING TO RELEASE
AND SUBSTITUTION OF COLLATERAL

The undersigned duly authorized officers of Lone Star Investments Sub-Nevada, Inc. (the "Pledgor"), and Lone Star National Bank (the "Bank"), in accordance with Section 8 of the Multiple Party Pledge Agreement dated _____, 2014 (the "Pledge Agreement"), between the "Pledgor", the "Bank", the "Pledgee" and Wells Fargo Bank, N.A. (the "Custodian"), hereby requests the release of the following Collateral, held in safekeeping by the Custodian under the Pledge Agreement:

Government and Agency Securities Collateral and Other Securities Collateral

Issuer/ Description	CUSIP #	Original Amount	Current Unpaid Principal	Current Market Value
		TOTALS		

Other Eligible Collateral and Additional Collateral

Issuer/ Description	CUSIP #	Original Amount	Current Unpaid Principal	Current Market Value
		TOTALS		

Pledgor and Bank hereby requests substitution of the following securities for the securities to be released:

Government and Agency Securities Collateral

(1) Issuer	(2) Cusip #	(3) Coupon	(4) Due Date	Original Amount	Current Unpaid Principal	Current Market Value
	Total Number of Securities		Total Par Value		Total Current Unpaid Principal	Total Current Market Value

Other Securities Collateral

(1) Issuer	(2) Cusip #	(3) Coupon	(4) Due Date	Original Amount	Current Unpaid Principal	Current Market Value
	Total Number of		Total Par Value		Total Current Unpaid Principal	Total Current Market

	Securities					Value

Other Eligible Collateral

(1) Issuer	(2) Cusip #	(3) Coupon	(4) Due Date	Original Amount	Current Unpaid Principal	Current Market Value
	Total Number of Securities		Total Par Value		Total Current Unpaid Principal	Total Current Market Value

In connection with such request to release and substitute, the undersigned certifies that the market value of the substitute Collateral equals or exceeds the market value of the released Collateral.

The Pledgor requests that the aforesaid Collateral to be released be delivered immediately to:

_____

_____

_____

Upon delivery of the Collateral in accordance with this Certificate, the Custodian shall be completely released and discharged from all responsibility for and liability to any person with respect to said Collateral:

Lone Star Investments Sub-Nevada, Inc.
(Pledgor)

By: _____
(Name)

_____
(Title)

By: _____
(Name)

_____
(Title)

DATED: _____

Lone Star National Bank
(Bank)

By: _____
(Name)

_____
(Title)

By: _____
(Name)

_____
(Title)

DATED: _____

CONSENT FOR RELEASE AND SUBSTITUTION OF COLLATERAL

Lone Star Investments Sub-Nevada, Inc.
(Pledgee)

(Name)

(Title)

RECEIPT

Receipt of the foregoing Certificate is acknowledged this ____ day of _____, 20___.

Wells Fargo Bank, N.A.
(Name of Custodian)

By: _____
(Name)

_____

AI-46738 **County Treasurer 8. B.**

CC - REGULAR

Meeting Date: 09/30/2014

Submitted By: Fred Zamarripa, TREASURER'S OFFICE

Department: TREASURER'S OFFICE

Information

CAPTION

1) Discussion, Consideration and Approval regarding Hidalgo County Investment Policy per Chapter 2256.005(e) of the Local Government Code.

2) Discussion, Consideration and Approval regarding List of Authorized Brokers/Dealers per Chapter 2256.025 of the Local Government Code.

BACKGROUND

Attachments

HC Investment Policy

Order

HC Approved Brokers/Dealers

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/26/2014 11:32 AM
Glinda Pacheco	Glinda Pacheco	09/26/2014 02:26 PM
Purchasing Department	Monica Badillo	09/26/2014 05:46 PM

Form Started By: Fred Zamarripa Started On: 09/26/2014 11:05 AM

Final Approval Date: 09/26/2014

HIDALGO COUNTY INVESTMENT POLICY

Norma G. Garcia CCT, CIO

Hidalgo County Treasurer
2810 S. Bus. Hwy. 281
Edinburg, Texas 78539
956-318-2506

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HIDALGO COUNTY INVESTMENT POLICY

I. OBJECTIVES

The Objectives of the Hidalgo County Investment Policy (hereinafter referred to as the "Policy") shall be:

- To set forth the methods, means, and goals of financial investment and debt management operation for Hidalgo County;
- To insure the financial security and optimum liquidity of Hidalgo County funds in a prudent manner at all times;
- To assist Hidalgo County in achieving reasonable market investment of Hidalgo County funds in a prudent manner at all times; and
- To assist Hidalgo County in achieving the maximum interest yield on Hidalgo County funds at all times through methods allowed under federal and state law.

II. STANDARD OF CARE

Hidalgo County investments shall be made with judgment and care under circumstances then prevailing that persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation but for investment, considering the probable safety of their capital as well as the probable income to be derived and optimum liquidity required for operations in Hidalgo County. Safety shall be the first priority, adequate liquidity the second, and yield the third priority. Individual investments shall be made in a manner consistent with this Policy.

III. INVESTMENT STRATEGY

Hidalgo County maintains a commingled portfolio, which encompasses five specific fund groups with unique needs and considerations designed to address the unique characteristics of the fund groups represented in the portfolios. Each strategy contains the following elements as required in Chapter 2256, Government Code, also known as the Public Funds Investment Act. These elements are: safety of principal, liquidity, types of investment instruments, and marketability.

General Operating Funds

Hidalgo County's investment strategy for General Operating Funds shall be made to ensure that anticipated cash flows are matched with adequate investment liquidity for safety of the funds with attainment of market yield. To insure these objectives, investments will be made in short-term, high quality, highly marketable securities.

Debt Service Funds
Hidalgo County shall utilize an investment policy for Debt Service Funds to generate a dependable revenue stream for the appropriate debt service funds consistent with the Hidalgo County Investment Policy and state law. The primary objective for the investment of Debt Service Funds is to maintain an adequate liquidity to cover the debt service obligation of Hidalgo County on required payment dates. Investments shall not have a stated final maturity date which will exceed the appropriate debt service payment date until that next debt service date is fully funded. Liquidity shall be provided for with short-term, high quality, highly marketable securities. The yield of the portfolio will attempt to match the bond yield and not recognize negative arbitrage.

Capital Projects Funds
Hidalgo County's investment strategy shall be to ensure availability of timely financial resources for the acquisition or construction of major capital facilities. To ensure these funds are available in timely basis, investments will be made with short-term, high quality, highly marketable securities.

Special and Trust Funds
Hidalgo County shall invest Special and Trust Funds in accordance with state law and the Hidalgo County Investment Policy to the maximum ability that such investments may benefit Hidalgo County directly, or utilize said funds in a method that such funds may benefit Hidalgo County indirectly. Yield with safety will be attained through high quality investments, which maintain liquidity in the market.

Proprietary Funds
Hidalgo County's investment strategy for Proprietary Funds shall be made to ensure that anticipated cash flow needs are matched with adequate investment liquidity for safety of the funds with attainment of market yield. To ensure these objectives, investments will be made in short-term, high quality, highly marketable securities.

General Strategy for All Funds
Hidalgo County's investment portfolio shall consist of a variety of securities, which may include any or all of the authorized investments listed in Section VII of this Policy.

It shall be the general practice of Hidalgo County to utilize an investment strategy based on Section II of this Policy - which defines yield objectives - as well as Chapter 2256 of the Government Code. Hidalgo County, acting through its County Treasurer, shall participate in a daily review of its investment position. Investments shall be made after an evaluation of liquidity needs and market rates. If funds are not placed through contracted brokers and/or banks to obtain the highest and best overall portfolio match, then funds shall be invested directly with the depository bank and all related collateral and confirmations shall be confirmed and received within the required time frames pursuant to the County's bank depository contract. If funds are used to purchase any investment other than investment pool funds and mutual funds, settlement will be made on a delivery versus payment basis and the securities placed in safekeeping in the depository bank. Hidalgo County shall in general be conservative in its investment programs consistent with Section VIII. Implementation of this Policy is administered by a qualified, capable investment staff in the County Treasurer's office. The market value of the collateral for all bank time deposit investments shall be no less than

105% of the face/par value of the deposit increased by the amount of any accrued interest.

It is Hidalgo County's intent to hold purchased securities to the stated maturity date and to have invested in such a manner to insure both the safety and liquidity of such transaction. In the event, however, the need arises to sell securities before the stated maturity date, said securities shall be analyzed to determine the appropriate time to liquidate and minimize any potential real or book value loss to Hidalgo County. Hidalgo County is not required to liquidate investments that were authorized investments at the time of purchase, Section 2256.017, Government Code.

The Hidalgo County investment portfolio shall not exceed an average weighted maturity life of one year for the entire investment portfolio and not more than 20% of the portfolio may exceed two years in maturity.

IV. DEPOSIT OF FUNDS

All funds received by officials of Hidalgo County shall be officially deposited with the County Treasurer upon receipt or the next day after receipt and in accordance with prescribed policy and procedure; however, without exception, all funds shall be deposited within three (3) days from the date of collection by said officer, in accordance with state law.

V. INVESTMENT OFFICER

As chief custodian of Hidalgo County funds, the County Treasurer shall be the investment officer for Hidalgo County funds. Unless otherwise authorized by law or order of the Commissioners Court, a person other than the investment officer of Hidalgo County or his/her designated representative, may not deposit, withdraw, invest, transfer or manage in any other manner funds of Hidalgo County. In the administration of the duties of an investment officer, the County Treasurer shall exercise the judgment and care, under prevailing circumstances, that a prudent person would exercise in the management of person's own affairs.

Should at any time the County Treasurer (i) have a personal business relationship with a business organization offering to engage in an investment transaction with Hidalgo County, as defined in the Section 2256.005, Government Code, or (ii) be related with the second degree by affinity or consanguinity, as determined under Chapter 573, of the Government Code, to an individual seeking to sell an investment to Hidalgo County, the County Treasurer shall file a statement with the Commissioners Court and the Texas Ethics Commission disclosing that personal business interest or relationship.

It is understood at all times that the control and general fiduciary responsibility of Hidalgo County funds is vested in the Commissioners Court of Hidalgo County and said right of investment or management is extended by the Commissioners Court to the County Treasurer in its behalf. In accordance with Section 113.005, Government Code, the County Investment Officer is not responsible for any loss of the County funds through the failure or negligence of a depository. This

section does not release the Investment Officer from responsibility for a loss resulting from the official misconduct or negligence of the Investment Officer, including a misappropriation of the funds, or from responsibility for funds until a depository is selected and the funds are deposited.

VI. INVESTMENT AUTHORIZATION

In order to allow the maximum flexibility for the investment of Hidalgo County funds, the Hidalgo County Commissioners Court extends the County Treasurer full authority for the investment of Hidalgo County funds per court order approved annually.

The County Treasurer is hereby authorized to utilize internal and external electronic means for investment transactions and to release same as required.

VII. AUTHORIZED INVESTMENTS

In accordance with the authorizing federal and state laws, Hidalgo County's depository banking services contract, and appropriate approved collateral provisions, Hidalgo County may utilize the following methods for the investment of Hidalgo County funds, as allowed in Chapter 2256 of the Government Code:

1. Obligations of the United States or its agencies and instrumentalities with a 2 year maximum maturity.

2. Obligations of the State of Texas or its agencies and instrumentalities with a 2 year maximum maturity.

3. Collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States.

   In accordance with the provisions of Section 2256.009(b) of the Government Code, the following (a thru d) are **NOT** authorized investments under this section:

   a. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.

   b. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.

   c. Collateralized mortgage obligations that have a stated final maturity date of greater than ten years.

d. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

4. Other obligations, the principal of and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities with a 2 year maximum maturity, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States.

5. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent with a 2 year maximum maturity.

6. Certificates of deposit issued by a state or national bank, doing business in the State of Texas and insured by the Federal Deposit Insurance Corporation, or its successor; or secured by obligations described in Section 2256.009(a), Government Code, including mortgage-backed securities directly issued by federal agency or instrumentality, that have a market value of not less than the principal amount of the certificate but excluding those mortgage-backed securities of the nature described by Section 2256.009(b) Government Code; or secured in any other manner and amount provided by law for deposits of the investing entity with a 1 year maximum maturity. In addition, an investment in certificate of deposit made in accordance with the following conditions is an authorized investment: (1) the funds are invested by an investing entity through a broker that has its main office or a branch office in the State of Texas and is selected from a list adopted by the investing entity as required by Section 2256.025, Government Code; or a depository institution that has its main office or a branch office in the State of Texas and that is selected by the investing entity; (2) the broker or the depository institution selected by the investing entity arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the investing entity; (3) the full amount of the principal and accrued interest of each of the certificate of deposit is insured by the United States or an instrumentality of the United States; and (4) the investing entity appoints the depository institution selected by the investing entity, an entity described in Section 2257.041(d), Government Code, or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the investing entity with respect to the certificates of deposit issued for the account of the investing entity.

7. Fully collateralized repurchase agreement authorized under Section 2256.011, Government Code, if the repurchase agreement has a six month maximum maturity unless using a flex repurchase for bond proceeds in which case the maximum maturity should equal the maturity of the bond expenditure plan. Repurchase agreements must have a defined termination date, be secured by a combination of

cash and obligations described by Section 2256.009(a)(1), Government Code; and must require the securities being purchased by the entity or cash held by the entity to be pledged to the entity, held in the entity's name, and deposited at the time the investment is made with the entity or with a third party selected and approved by the entity; and must be placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in the State of Texas. "Repurchase agreement" means a simultaneous agreement to buy, hold for a specified time, and sell back at a future date obligations described by Section 2256.009(a)(1), Government Code, at a market value at the time the funds are disbursed of not less than the principal amount of the funds disbursed. The terms include a direct security repurchase agreement and reverse security repurchase agreement.

8. Repurchase agreements, as stated above, include reverse repurchase agreements. A reverse repurchase agreement's maturity may not exceed 90 days after the date the reverse security repurchase agreement is delivered.

9. A bankers' acceptance is an authorized instrument under Subchapter 2256.012, Government Code, (1) which has a stated maturity of 180 days or fewer from the date of its issuance; (2) will be, in accordance with its terms liquidated in full at maturity; (3) is eligible for collateral for borrowing from a Federal Reserve Bank; and (4) is accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank, or of a bank holding company of which the bank is the largest subsidiary, are rated not less than A-1 or P-1 or an equivalent rating of at least one nationally recognized credit rating agency. Such transactions shall not exceed 10% of the total Hidalgo County Investment Portfolio, and all such endorsing banks shall come only from a list of entities who are constantly monitored as to financial solvency.

10. Commercial paper is an authorized investment if the commercial paper (1) has a stated maturity of 270 days or fewer from the date of its issuance; and (2) is rated not less than A-1 or P-1 or an equivalent rating by at least: (a) two nationally recognized credit rating agencies; or (b) one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state.

11. No-load AAA rated money market mutual funds registered with and regulated by the Securities and Exchange Commission which have a dollar-weighted average stated maturity of 90 days or fewer, include in their investment objectives the maintenance of a stable net asset value of $1 for each share and provide Hidalgo County with a prospectus and other information required by the Securities Exchange Act of 1934 (15 U.S.C., Section 78a, et. seq.) or the Investment Company Act of 1940 (15 U.S.C., Section 80a-1, et seq.) Hidalgo County is not authorized to invest in the aggregate more than 80% of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in money market mutual funds as set forth collectively; invest in the aggregate more than 15% of its monthly average fund

balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds as hereinabove described; invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds herein described above; or invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund as herein set out above in an amount that exceeds 10% of the total assets of the mutual fund.

12. Hidalgo County may invest its funds and funds under its control through an eligible constant dollar investment pool if the Commissioners' Court by official court order authorizes investment in the particular pool. An investment pool shall invest the funds it receives from entities in authorized investments permitted by state statutes. An investment pool may invest its funds in money market mutual funds to the extent permitted by and consistent with this subchapter and the investment policies and objectives adopted by the investment pool.

    When selecting an investment pool, the County Treasurer shall consider the following criteria:

    a. The types of investments in which money is allowed to be invested;

    b. The maximum average dollar-weighted maturity allowed, based on the stated maturity allowed, based on the stated maturity date, of the pool;

    c. The maximum stated maturity dated any investment security within the portfolio has;

    d. The objectives of the pool;

    e. The size of the pool;

    f. The names of the members of the advisory board of the pool and the dates their terms expire;

    g. The custodian bank that will safe keep the pool's assets;

    h. Whether the intent of the pool is to maintain a net asset value of $1 and the risk of market price fluctuation;

    i. Whether the only source of payment is the assets of the pool at market value or whether there is a secondary source of payment, such as insurance or guarantees, and a description of the secondary source of payment;

    j. The name and address of the independent auditor of the pool;

    k. The requirements to be satisfied for an entity to deposit funds in and

withdraw funds from the pool and any deadlines or other operating policies required for the entity to invest funds in and withdraw funds from the pool;

l. The performance history of the pool, including yield, average dollar-weighted maturities, and expense ratios.

To be eligible to receive funds from and investments on behalf of Hidalgo County, an investment pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service.

To maintain eligibility to receive funds from and invest funds on behalf of Hidalgo County, an investment pool must furnish to the investment officer the following:

a. Investment transaction confirmations; and

b. A monthly report that contains, at a minimum, the following information:

1) The types and percentage breakdown of securities in which the pool has invested;

2) The current average dollar-weighted maturity, based on the stated maturity date, of the pool;

3) The current percentage of the pool's portfolio in investments that have stated maturities more than one year;

4) The book value verses the market value of the tool's portfolio, using amortized cost valuation;

5) The size of the pool;

6) The number of participants in the pool;

7) The custodian bank that is safekeeping the assets of the pool;

8) A listing of daily transaction activity of the entity participating in the pool;

9) The yield and expense ratio of the pool including a statement regarding how yield is calculated;

10) The portfolio managers of the pool;

11) Any changes or addenda to the offering circular.

Hidalgo County by contract may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds.

For purposes of investment in an investment pool, "yield" shall be calculated in accordance with regulations governing the registration of open-end management investment companies under the Investment Company Act of 1940, as promulgated from time to time by the federal Securities and Exchange Commission.

To be eligible to receive funds from and invest funds on behalf of Hidalgo County, a public funds investment pool created to function as a money market mutual fund must mark its portfolio to market daily, and, to the extent reasonably possible, stabilized at a $1 net asset value. If the ratio of the market value of the portfolio divided by the book value of the portfolio is less than 0.995 or greater than 1.005, portfolio holdings shall be sold as necessary to maintain the ratio between .0995 and 1.005.

In addition to the requirements of its investment policy and any other forms of reporting, a public funds investment pool created to function as a money market mutual fund shall report yield to its investors in accordance with regulations of the federal Securities and Exchange Commission applicable to reporting by money market mutual funds.

If the investment pool operates an Internet website, the information in a disclosure instrument or report described in subsection 2256.016(b), (c)(2), and (f), Government Code, must be posted on the website.

To maintain eligibility to receive funds from and invest funds on behalf of an entity under Chapter 2256, of the Government Code, an investment pool must make available to the entity an annual audited financial statement of the investment pool in which the entity has funds invested.

If an investment pool offers fee breakpoints based on fund balances invested, the investment pool in advertising investment rates must include either all levels of return based on the breakpoints provided or state the lowest possible level of return based on the smallest level of funds invested.

To be eligible to receive funds from and invest funds on behalf of Hidalgo County, a public investment pool must have an advisory board composed:

a. equally of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for a public funds investment pool crated under Chapter 791, Government Code and managed by a state agency; or

b. of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for other investment pools.

VIII. INVESTMENT IMPLEMENTATION

The County Treasurer may solicit offers for investment of funds from contracted financial brokers and/or banks orally, in writing, electronically, or by any combination of these methods. Hidalgo County funds will generally be placed for investment periods of 1 to 365 days. Funds placed for investment for longer than 365 days shall be upon consultation between the County Treasurer and County Judge or a representative of the Commissioners' Court. Hidalgo County Funds will be invested in time deposits within any bank with which an agreement has been executed, in securities purchased from contracted broker/dealers, or from time to time in pools or money funds as authorized in this Policy. The Treasurer will utilize controlled disbursement, cash flow analysis and portfolio analysis or similar cash management techniques in the County Treasurer's Office to maximize interest yield on Hidalgo County funds, with funds becoming available as needed to meet the financial needs of Hidalgo County. All investment transactions will be made on the basis of competitive bids and all securities will be cleared on a delivery versus payment basis.

County and District Clerk Trust Funds, and Adult Probation Funds shall be retained in time or interest bearing demand deposits at the Depository Bank or in separate investment pool accounts for the life of the depository contract, unless otherwise ordered by official court order, as earnings credits and compensating balances for Hidalgo County.

At maturity, investments or time deposits shall be returned to their designated Hidalgo County fund, unless otherwise instructed by official court order or as required for immediate re-investment.

The County Treasurer will monitor rating changes in investments purchased. In the event that the minimum rating of an investment does not qualify it as an authorized investment during the period of that investment, the County Treasurer will take all prudent measures to liquidate said investment.

IX. INVESTMENT INSTITUTIONS

The County Treasurer is authorized to utilize the following institutions or groups to facilitate the investment of Hidalgo County funds, consistent with federal and state law and Hidalgo County's banking services depository contract:

1. Authorized depositories.

2. SEC and state or NASD registered broker/dealers.

3. Public Funds Investment Pools based in the State of Texas.

4. Money Market Mutual Funds.

The County Treasurer is authorized to place investment orders on an "as needed" basis with designated financial brokerage firms, banks or contractors with which Hidalgo County maintains a current written contract, authorized by Commissioners Court Order, and consistent with the

Investment Policy of Hidalgo County.

Hidalgo County will generally use a request for proposal (RFP) method of securing the services of Hidalgo County and/or Texas based securities and investment firms to serve as contracted financial brokers for Hidalgo County, or may negotiate a contract for such services if recommended by the Hidalgo County Financial Review Committee and approved by the Commissioners' Court. Hidalgo County will from time to time add or delete such firms, to further seek to enhance Hidalgo County's financial position as qualified firms become known to and are recommended by the Hidalgo County Investment Review Committee. All firms selected as financial brokers for Hidalgo County shall sign an officially approved contractual agreement which must be officially approved by the Commissioners' Court and comply with the Hidalgo County Investment Policy as set forth hereinafter in this Section. The Investment Review committee shall, at least annually, review, revise, and recommend for adoption by the Commissioners' Court a list of qualified brokers that are authorized to engage in investment transactions with Hidalgo County.

A written copy of the Hidalgo County Investment Policy shall be presented to any financial institution offering to engage in an investment transaction with Hidalgo County. The qualified representative of the financial institution offering to engage in an investment transaction with Hidalgo County shall execute a written instrument, which shall indicate the following:

1. The representative and sales personnel have received and reviewed the Hidalgo County Investment Policy; and

2. Acknowledged in writing as approved by Hidalgo County that the financial institution has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Hidalgo County and the financial institution that are not authorized by this Policy.

The County Treasurer of Hidalgo County may not acquire or otherwise obtain any authorized investment described in this Policy from a financial institution, bank, or pool which has not delivered to Hidalgo County a written instrument as set forth hereinabove.

X. METHODS OF INVESTMENT

Internal Investments

The County Treasurer is authorized to internally electronically move funds for Hidalgo County investments from currently established funds, plus any newly established Hidalgo County Funds, within the banking services depository.

The County Treasurer is authorized to utilize an internal electronic banking system for the investment of such funds by means of Customer Direct Link (CDL) program, or Hidalgo County checks with the banking services depository.

The purpose of the internal electronic banking system shall be to allow the County Treasurer to

shorten float time on investments, for elimination of checks to make investments of funds within Hidalgo County accounts, and to return funds to primary Hidalgo County accounts.

The County Treasurer is authorized to internally electronically move and credit principal, plus interest earnings, to Hidalgo County funds currently established, plus any newly established Hidalgo County funds, as such investments mature.

External Investments

Hidalgo County will generally disburse all funds for investments from the Hidalgo County banking services depository bank by means of a properly authorized check. In accordance with Section 2256.051, Government Code, Hidalgo County may use an electronic funds transfer to invest all funds collected or controlled by Hidalgo County. Such program shall be under guidelines established and mutually agreeable between the County Auditor, County Treasurer, and banking services depository bank wire transfer agreement.

The County Treasurer is authorized to electronically wire Hidalgo County funds for investment purposes from currently established Hidalgo County funds, plus any newly established Hidalgo County funds, to authorized investment institutions as indicated under Section IX of this Policy, and in accordance with procedures mutually established with the County Auditor on a delivery versus payment basis. The County Treasurer is further authorized to accept electronically all Hidalgo County maturities including principal and interest as such investments mature, for the proper internal disbursement to Hidalgo County funds.

XI. AUTHORIZED COLLATERAL AND COLLATERAL PROCEDURES

The Hidalgo County Treasurer shall select the type of securities pledged to secure Hidalgo County funds. Additionally, withdrawal, or substitution of collateral for Hidalgo County funds shall be subject to prior official approval of the Hidalgo County Treasurer. The initial amount of securities to be pledged against Hidalgo County shall be adequate to fully collateralize the funds of Hidalgo County according to the State laws of Texas and shall continuously remain as such. The amount is subject to change as investments fluctuate in which case the collateral may be reduced with the approval of the County Treasurer.

The investment of any Hidalgo County funds shall be collateralized consistent with Federal and state law, Hidalgo County's banking services depository contract, and the Hidalgo County Investment Policy without exception, in one or more of the following manners:

1. Obligations, including letters of credit, of the United States or its agencies and instrumentalities;

2. An Obligation that in the opinion of the Attorney General of the United States is a general obligation of the United States and backed by its full faith and credit;

3. An Obligation, the principal of and interest of which are unconditionally guaranteed

by the United States;

4. An Obligation of an Agency or Instrumentality of the United States, including a mortgage-backed security of the agency or instrumentality; however, obligations of the nature described in Section 2256.009(b), Government Code, shall not be eligible for use as collateral for any Hidalgo County funds; or

5. A general or special obligation issued by a public agency, payable from taxes, revenues, or a combination of taxes and revenues that has been rated as to investment quality by a nationally recognized rating agency that has current rating of not less than A or its equivalent.

Furthermore, all collateral must have an expected weighted average life of 10 years or less and does not constitute a high-risk mortgage security.

XII. LEVEL OF COLLATERAL

The market value of the pledged securities securing the time and demand deposits of public funds for Hidalgo County shall be in an amount at least equal to 105% of the amount of the deposits of public funds increased by the amount of any accrued interest and reduced to the extent that the deposits are insured by an agency or instrumentality of the United States Government. The County Treasurer will maintain a monitoring program to establish the market value of such collateral, as best available, for the security of Hidalgo County funds.

XIII. POSSESSION OF COLLATERAL

All Securities pledged to secure time and demand deposits of Hidalgo County funds shall be held at an independent third party bank outside of the pledging bank and approved by Hidalgo County as defined in Hidalgo County banking services depository contracts. For investments made with an external broker or outside the bank depository, securities and collateral will be held by an independent third party. Delivery of collateral shall be made to the party holding such on County's behalf for safekeeping not later than 1:00 P.M. CST on the same day of a trade. All brokers and/or banks shall indicate "County of Hidalgo" on all transaction details.

The independent third party safekeeping bank used for bank collateral and the depository bank acting as safekeeping agent for securities purchased externally shall immediately provide an original safekeeping receipt of the securities and/or surety bonds to the County Treasurer on behalf of the Commissioners Court evidencing the deposit of said securities. When the pledged securities and/or surety bonds held by the custodians are deposited, the permitted institution may apply book entry procedures to the securities. The records of the permitted institution shall at all times reflect the name of the custodian depositing the pledged securities. The trust receipts that the custodians issue to Hidalgo County through the County Treasurer shall indicate that the custodian has deposited with the permitted institution the pledged securities held in trust for the party pledging the securities. All

participants in the investment or holding of collateral for Hidalgo County investments must provide the County Treasurer with a confirmation of trade and safekeeping receipt for county securities and collateral on the same day of the transaction without exception. Banks shall not hold collateral for Hidalgo County investments made at or through said institution.

XIV. INVESTMENT REPORTS

Not less than quarterly the County Treasurer shall prepare and submit to the Commissioners Court a written report of Hidalgo County's investment transactions for the preceding reporting period, in addition to other information that may be required by Hidalgo County. The report shall contain:

1. A detail of the investment position of Hidalgo County on the date of the report;

2. A summary statement of each pooled fund group that states the beginning market value for the reporting period the ending market value for the period, and fully accrued interest for the reporting period;

3. The book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;

4. The maturity date of each separately invested asset that has a maturity date;

5. The account or fund or pooled group fund of Hidalgo County from which each individual investment was acquired; and

6. Compliance of the Hidalgo County Investment Portfolio as it relates to the investment strategy expressed in Section III, Investment Strategy of this Policy, as well as other relevant provisions of the Policy.

The report shall be signed by the County Treasurer and accepted by Commissioners' Court as indicated in Section XIV of this policy.

Hidalgo County shall have performed as a part of its annual external financial audit a compliance audit of management controls on investments and adherence to Hidalgo County's established investment policies. The External Auditor shall also formally review the quarterly investment report and the results of the review shall be reported to the Commissioners' Court by the auditor.

XV. CONTINUING EDUCATION

It is recommended that each member of Commissioners Court shall attend at least one training session relating to the person's responsibilities under Chapter 2256 of the Government Code, within six (6) months after taking office.

The County Treasurer and any designated investment officer shall attend at least 10 hours investment training in accordance with the Public Funds Investment Act within 12 months of taking office and 10

hours training within every two-year period as required by Section 2256.008(a), Government Code. Training under this section must include education in investment controls, security risks, strategy risks, market risks, and compliance with this chapter.

XVI. FINANCIAL REVIEW COMMITTEE

There shall be a Hidalgo County Investment Review Committee which shall consist of the County Treasurer as Chairman, County Judge and Budget Officer. As required, the Hidalgo County Financial Advisor (if any) may serve as an Ex-Officio member of the Committee.

The Committee shall be charged with reviewing the general financial management of Hidalgo County funds and debt and asset management programs and making recommendations on such items to the Commissioners' Court. The Hidalgo County Investment Review Committee shall also deal with and coordinate the efforts of the Hidalgo County Financial Advisor (if any) and Hidalgo County Bond Counsel, and other related individuals/organizations, to develop and/or enhance Hidalgo County financial procedures, implement Hidalgo County bond sales, or establish recommended policy for the Commissioners Court concerning the working relationship and duration of such relationship with such groups, as well as any other financially-related matters that may be referred to the Committee from time to time by Commissioners Court.

In view of constant and enhanced financial and banking techniques which may prove beneficial to the Objectives of the Hidalgo County Investment Policy as herein set forth, the Hidalgo County Investment Review Committee will monitor such changes to determine required adjustments in the Hidalgo County Investment Policy.

XVII. REVIEW OF POLICY

The Hidalgo County Commissioners' Court shall review these Policies and the County's investment strategies at least annually. Following such review, the Commissioners' Court shall adopt a written Order stating that it has reviewed the investment policy and investment strategies and setting forth any changes made to either the investment policy or investment strategy.

ADOPTED: _____
Date

THE STATE OF TEXAS)(
)(
COUNTY OF HIDALGO)(

ORDER

On this the _____ day of September 2014, came on to be heard the matter of adopting the Hidalgo County Investment Policy and after discussion the following Order was adopted by the Hidalgo County Commissioners' Court:

WHEREAS, from time to time certain regulations and policies have been adopted regarding the procedures for investment of funds of Hidalgo County; and

WHEREAS, the need has now arisen for new policies and procedures to be adopted and for all prior policies and procedures to be repealed.

BE IT THEREFORE ORDERED, ADJUDGED AND DECREED that all policies, procedures and regulations relating to or in any way regulating or establishing rules or policies with respect to the investment of monies owned by Hidalgo County by and hereby are repealed effective September ____, 2014; and

BE IT FURTHER ORDERED that the document attached hereto and entitled Hidalgo County Investment Policy be and hereby is adopted as the document governing all investment of funds by Hidalgo County and its departments and agencies, effective September ____, 2014; and

BE IT FURTHER ORDERED that the County Clerk enter a copy of this Order and of said Policies in the minutes of this Court.

WHEREUPON, Commissioner _____ moved for the adoption of said Order, which motion was seconded by Commissioner _____ and adopted by the following vote: _____ "AYE", _____ "NO", all members being present.

DATED this the _____ day of September 2014

_____
Ramon Garcia, County Judge

_____
Arturo Guajardo, Jr., County Clerk

HIDALGO COUNTY

As per Section 2256.025 of the Local Government Code, the Commissioners' Court of Hidalgo County shall, at least annually, review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions.

The following list of investment brokers, dealers and pools is being presented to Commissioners' Court for approval on **September 30, 2014**:

First Empire Securities 100 Motor Parkway Hautpauge, New York 11788 Chris Reda (800) 645-5424 creda@1empire.com	**First Public – Lone Star Investment Pool** 12007 Research Boulevard Austin, Texas 78759 Steve Orta (800) 558-8875 steve.orta@firstpublic.com
First SouthWest Company 325 North St. Paul Street, Suite 800 Dallas, Texas 75201 Lisa Duvall / Lindsey Smith (214) 953-8827	**LOGIC** 325 North St. Paul Street, Suite 800 Dallas, Texas 75201-3852 Mica Owens-Weary (800) 895-6442 mica.owens-weary@firstsw.com
Lone Star National Bank 520 East Nolana Avenue McAllen, Texas 78504 David Penoli (956) 781-4321 penolid@lonestarnationalbank.com	**Multi-Bank Securities, Inc.** 2400 E. Commercial Blvd, Suite 812 Ft. Lauderdale, Florida 33308 Fernando J. Pulido (866) 355-0113 fpulido@mbssecurities.com
Plain Capital Bank 6221 Riverside Drive Ste. 105, Suite 540 Irving, Texas 75039 Tye Barton (214) 252-4053 tbarton@plainscapital.com	**Raymond James & Associates, Inc.** 5847 San Felipe Road, Suite 1075 Houston, Texas 77057 Scott Waltmon (800) 869-9966 scott.waltmon@raymondjames.com
Texas CLASS 999 18th Street, Suite 1230 Denver, Colorado 80202 Danny A. King (800) 707-6242 danny.king@texasclass.com	**TexPool Participant Services** C/O Federated Investors Inc. 1001 Texas Avenue, Suite 1400 Houston, Texas 77002 Dianne Parker (866) 839-7665 dparker@federatedinv.com
TexSTAR 325 North St. Paul Street, Suite 800 Dallas, Texas 75201-3852 Mica Owens-Weary (800) 895-6442 mica.owens-weary@firstsw.com	**Wells Fargo Securities, LLC** 1000 Louisiana Street, Suite 600 Houston, Texas 77002 Ken Guillory (800) 603-9111 kenneth.f.guillory@wellsfargo.com

Respectfully submitted,

Norma G. Garcia
Hidalgo County Treasurer, CCT, CIO

AI-46488 **District Courts 9. A.**

CC - REGULAR

Meeting Date: 09/30/2014

Submitted For: Peter Lobato **Submitted By:** Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

139th District Court (1100)
Requesting approval to reimburse Judge Jose Roberto "Bobby" Flores in the amount of $185.50 for travel expenses to Seattle, Washington on August 20-23, 2014 with authority for County Treasurer to issue payment/check after review and auditing procedures are completed by County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-412-00-003-001-0-583

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

BUDGETARY IMPACT:

Available balance of $2,840.51 as of 09/19/14.

Attachments

Travel back-up

Form Review

Inbox	Reviewed By	Date
Sylvia Solis (Originator)	Sylvia Solis	09/17/2014 11:40 AM
Budget & Management	Debbie Tamez	09/18/2014 08:30 AM
Obdett Calzada	Debbie Tamez	09/19/2014 11:18 AM
Glinda Pacheco	Glinda Pacheco	09/19/2014 04:15 PM
Purchasing Department	Monica Badillo	09/26/2014 05:46 PM

Form Started By: Sylvia Solis Started On: 09/12/2014

Final Approval Date: 09/26/2014

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

EMPLOYEE NAME :	JUDGE BOBBY FLORES	DEPARTMENT:	139TH DISTRICT COURT
TRAVEL TO CITY :	SEATTLE	STATE:	WASHINGTON
DEPARTURE DATE:	8/20/2014	RETURN DATE:	8/23/2014
TIME OF DEPARTURE:	7:00 AM	TIME OF RETURN:	7:00 PM

PURPOSE OF TRIP : ATTENDED FINANCIAL STATEMENTS IN THE COURTROOM CONFERENCE THROUGH THE NATIONAL JUDICIAL COLLEGE (A.I.C.P.A. FUNDED)

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

	DATES OF TRAVEL FOR YEAR						2013
	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	
DESCRIPTION OF TRIP	8/20	8/21	8/22	8/23	8/24	8/25	TOTALS
Airline / Bus / Train							$ -
Car Rental							-
Gasoline for Car Rental							-
Personal Car Mileage ODOMETER READINGS:	Beginning Mileage:		Ending Mileage:		TOTAL MILEAGE: -	(MILEAGE RATE) 0.565	-
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)	-	-	-	-	-		-
Parking / Tolls							-
Taxi and Other Ground Transportation	29.50						29.50
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)	2						
With Receipts = 1 / Without Receipts = 2	2	2	2	2			
Breakfast ($9 per diem)	9.00	9.00	9.00	9.00			
Lunch ($12 per diem)	12.00	12.00	12.00	12.00			
Dinner ($18 per diem)	18.00	18.00	18.00	18.00			
Total Actual Meal Expense	39.00	39.00	39.00	39.00	-	-	
Total Allowable Meal Expense per County Policy (County Employee)	39.00	39.00	39.00	39.00			156.00
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	$ 185.50
AMOUNTS ADVANCED TO EMPLOYEE ON :	
TRAVEL EXPENDITURES PAID BY COUNTY CK OR COUNTY CREDIT CARD NOT ADVANCED TO EMPLOYEE	-
REMIT TO ME	$ 185.50
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 9/16/14

APPROVED BY: DIVISION/DIRECTOR/SUPERVISOR — DATE 9/16/14

APPROVED FOR PAYMENT BY: DEPARTMENT HEAD

4-1100-412-00-003-001-0-583
GENERAL LEDGER ACCOUNT NUMBER

COUNTY AUDITOR'S FORM: T.1.4 (01/13)

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

THE NATIONAL JUDICIAL COLLEGE

FINANCIAL STATEMENTS
August 20-22, 2014
REGISTRATION INSTRUCTIONS

WELCOME TO THE NATIONAL JUDICIAL COLLEGE

- Your name badge is in the plastic holder clipped to these instructions, along with the Registration form.

- **Please complete the Registration form and return it** to the NJC staff person assisting with registration for this program.

- Please write your name on the front cover of your binder.

- Please complete and return your attached **reimbursment form with receipts** to the NJC staff person by the end of the class. If you need more information or have any questions, please see the NJC staff person.

WEDNESDAY SCHEDULE

5:30 – 6:00
REGISTRATION

6:00 – 7:30
RECEPTION

THURSDAY SCHEDULE

8:00 – 8:15
INTRODUCTION

8:15
CLASS BEGINS

JN/BM

Subject: FINANCIAL STATEMENTS IN THE COURTROOM course

From: Brenda Pardini (pardini@judges.org)

To: judgebobby.flores@co.hidalgo.tx.us;

Date: Tuesday, April 1, 2014 2:50 PM

HON. JOSE FLORES,

This email is to confirm your attendance at The National Judicial College's FINANCIAL STATEMENTS IN THE COURTROOM course to be held on 8/20/2014. Attached to this email is a letter with additional logistics for the program.

If you have any questions or are unable to open the attachment, please contact the registrar's office at this email address or at 800-255-8343.

Thank you.
Brenda Pardini, Assistant Registrar
The National Judicial College

Zimbra **pete.lobato@co.hidalgo.tx.us**

Fw: Seattle Hotel Confirmation

From : Bobby Flores <runbobbyrun@yahoo.com> Fri, Aug 15, 2014 01:12 PM
Subject : Fw: Seattle Hotel Confirmation 1 attachment
To : Pete Lobato <pete.lobato@co.hidalgo.tx.us>

Sent from Yahoo Mail on Android

Hotel Info.

From: Betty Morgan <morgan@judges.org>;
To: judgebobby.flores@co.hidalgo.tx.us <judgebobby.flores@co.hidalgo.tx.us>;
Subject: Seattle Hotel Confirmation
Sent: Fri, Aug 15, 2014 5:41:56 PM

Good morning. You will be staying at the Crowne Plaza Seattle - Downtown and your confirmation # is: **1976918**.

Email or call if you have any questions. Thanks.

Betty, your friendly Course Administrator
Enjoy Life!!

The National Judicial College

Judicial College Building/MS 358

Reno, NV 89557

Toll-Free: 800-255-8343

Fax (775) 784-1253

morgan@judges.org

THE NATIONAL JUDICIAL COLLEGE

Hon. Chad C. Schmucker (Ret.)
President

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Hon. William F. Dressel, (Ret.)

To: Participant
From: The National Judicial College Registrar's Office
Subject: 2014 Enrollment

RE: The National Judicial College 2014 Course Enrollment

Dear Participant:

This is to acknowledge we are in receipt of your registration form for a requested course. We are confirming you have been enrolled in the course mentioned in the attached email.

Please note logistics are still being finalized for the course in which you are registered. Additional information about the course will be provided *via separate email* at a later date. In the interim, please hold the dates open for this course on your calendar. We will be in touch again once all details are confirmed.

We know you have a choice when selecting your continuing legal and professional education, and on behalf of The National Judicial College we wish to thank you for enrolling in our course.

Sincerely,

Muriel M. Bartlett
Registrar

Brenda Pardini
Assistant Registrar

1664 N. Virginia Street, Judicial College Building, UNR-MS 358 • Reno, NV 89557
tel (775) 784-6747 • 800-25-JUDGE (800-255-8343) • fax (775) 784-4234 • www.judges.org

THE NATIONAL JUDICIAL COLLEGE

Financial Statements in the Courtroom
August 20 – 22, 2014
Crowne Plaza Seattle - Downtown
Seattle, Washington

CONFIRMATION OF ENROLLMENT
TIME SENSITIVE INFORMATION BELOW

Congratulations you have been enrolled in the above-mentioned course.
Please read ***all*** the information listed below.
If you have any questions, please call or e-mail the Registrar's office at:
(800) 255-8343 or registrar@judges.org.

ATTENDANCE INFORMATION

Wednesday, August 20, 2014

Registration:	5:30 p.m. to 6:00 p.m.
Reception:	6:00 p.m. to 7:30 p.m.

Thursday, August 21, 2014

Class Begins:	8:00 a.m.
Class Ends:	5:00 p.m.
Reception and Dinner:	6:00 p.m. to 8:30 p.m.

Friday, August 22, 2014

Class Begins:	8:00 a.m.
Course Ends:	5:00 p.m.

CERTIFICATE OF COMPLETION
To receive your certificate of completion you must attend all sessions and be present through graduation on the final day of the program. Please see attendance policy below.

GRANT INFORMATION

Through a grant from the American Institute of Certified Public Accountants (AICPA), The National Judicial College (NJC) is presenting this special two-day program. The following is covered under the grant:

- Tuition and conference fee
- Airfare costs (up to $475) or mileage at .56 per mile up to lowest possible advance purchase air fare
- Seattle, Washington ground transportation (up to $100)-restrictions apply
- Lodging (Wednesday and Thursday evening)*
- Conference related meals and refreshment breaks

***LODGING NOTE**: Lodging is allowable for those who live greater than 50 miles from the program site. Friday night lodging may be allowed for those who are not able to travel home reasonably on Friday evening.

Judicial College Building, MS 358 • Reno, NV 89557
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THE NATIONAL JUDICIAL COLLEGE

ATTENDANCE POLICY

The National Judicial College (NJC) has a responsibility to the funding agencies that sponsor your attendance. The NJC must ensure that the tax dollars spent on continuing education are utilized for maximum benefit. It is, therefore, the policy and practice of the NJC **not** to award a Certificate of Completion to any participant who is consistently tardy or fails to attend all educational sessions.

CANCELLATION POLICY

Because this is a funded course, you will be responsible for reimbursing the NJC for any incurred fees associated with the course if you do not attend. This includes travel and lodging. Your court administrator or presiding judge will be notified if collection is required.

CLASS AND MEAL INFORMATION

All classes will be held at the Crowne Plaza Seattle - Downtown at 1113 6th Avenue, Seattle, WA 98101. Classes will begin at 8:00 a.m. each day, unless otherwise noted. You will receive refreshment breaks, continental breakfast and lunch each full day of the course at the hotel.

The Wednesday night reception and the Thursday night reception and dinner will be held at the Crowne Plaza Seattle – Downtown. You are on your own for all other meals.

TRAVEL INFORMATION

To book your air travel, please contact Pati Bagley, Travel Consultant, at (775) 324-1777 or pbagley@btttravel.com. You must contact the Travel Consultant upon receipt of this confirmation to make your travel arrangements. To ensure that NJC may obtain the least expensive airfare possible, the Travel Consultant will work with you to find the most appropriate flight. Please note airline preferences and routes will be considered but are not guaranteed. Once an airline ticket is purchased, NJC will not be responsible for any incurred costs as a result of a flight change. If for any reason you are unable to use the purchased ticket, you will be required to purchase it from NJC. To acknowledge this requirement, please sign and return via **fax** the **Participant Travel and Lodging Form and Agreement** attached with this letter **after making your travel arrangements.** Your hotel arrangements will not be made until this form is received by NJC.

Note: If you are traveling via Southwest Airlines, you are exempt from this requirement. If you choose to drive to the program, you will be reimbursed at a rate of $0.56 per mile to and from the program (restrictions apply). Please take note of your miles upon your arrival at the hotel.

HOUSING ACCOMMODATIONS

Please complete the enclosed Participant Travel and Lodging Form & Agreement in full and fax it to (775) 784-1253 upon receipt of this confirmation letter. We need all of the information to ensure that your room and other arrangements are confirmed properly. The authorized **hotel** is Crowne Plaza Seattle - Downtown at 1113 6th Avenue, Seattle, WA 98101; **Telephone:** (206) 464-1980; **Fax:** (206) 340-1617; **Website:** http://www.ihg.com/crowneplaza/hotels/us/en/seattle/seadt/hoteldetail

Your authorized period of stay is August 20th and 21st 2014

(Unless you require a room on Friday, August 22nd, for travel convenience with prior approval)

Check-in is: 4:00 p.m. Check-out is: 12:00 p.m.

Judicial College Building, MS 358 • Reno, NV 89557
tel (775) 784-6747 • 800-25-JUDGE (800-255-8343) • fax (775) 784-4234 • www.judges.org

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NATIONAL JUDICIAL COLLEGE
JUDICIAL COLLEGE BLDG MS 358
RENO NV 89557

PASSENGER INFORMATION

Account No.: C611
Date Issued: July 16, 2014
Agent: PB/PB
First Name: JOSE ROBERTO

Agency Confirmation: YNMKUL
Invoice #: 0000426188
Last Name: FLORES

CONFIRMATION INFORMATION

CONFIRMATION FOR AMERICAN AIRLINES IS JIDLDF

FLIGHT

Wednesday August 20, 2014

Air Vendor: AMERICAN AIRLINES
From: MCALLEN TX (MILLER INTL)
To: DALLAS TX (DALLAS FT WORT)
Seat: 26B
Aircraft: BOEING (DOUGLAS) MD-80 ALL SERIES
Operated By: AMERICAN AIRLINES

Flight Number: 132
Departs: 09:00 AM
Arrives: 10:35 AM
Confirmation #: JIDLDF
Class of Service: ECONOMY
Flight Type: NON-STOP

BAGGAGE ALLOWANCES - BAGGAGE FEES MAY APPLY | FREQUENT FLYER AAR4H5858/INVLD ACCT NUMBER | RESERVATION CONFIRMED 1:35 DURATION | SEAT 26B NO SMOKING CONFIRMED

FLIGHT

Wednesday August 20, 2014

Air Vendor: AMERICAN AIRLINES
From: DALLAS TX (DALLAS FT WORT)
To: SEATTLE WA (SEATTLE TACOMA)
Seat:
Aircraft: BOEING 737-800
Operated By: AMERICAN AIRLINES

Flight Number: 2361
Departs: 12:50 PM
Arrives: 02:55 PM
Confirmation #: JIDLDF
Class of Service: ECONOMY
Flight Type: NON-STOP

BAGGAGE ALLOWANCES - BAGGAGE FEES MAY APPLY | FREQUENT FLYER AAR4H5858/INVLD ACCT NUMBER | MEAL: FOOD FOR PURCHASE | RESERVATION CONFIRMED 4:05 DURATION

FLIGHT

Saturday August 23, 2014

Air Vendor: AMERICAN AIRLINES
From: SEATTLE WA (SEATTLE TACOMA)
To: DALLAS TX (DALLAS FT WORT)
Seat:
Aircraft: BOEING 757
Operated By: AMERICAN AIRLINES

Flight Number: 312
Departs: 09:00 AM
Arrives: 02:50 PM
Confirmation #: JIDLDF
Class of Service: ECONOMY
Flight Type: NON-STOP

BAGGAGE ALLOWANCES - BAGGAGE FEES MAY APPLY | FREQUENT FLYER AAR4H5858/INVLD ACCT NUMBER | MEAL: FOOD FOR PURCHASE | RESERVATION CONFIRMED 3:50 DURATION

FLIGHT

Saturday August 23, 2014

Air Vendor: AMERICAN AIRLINES
From: DALLAS TX (DALLAS FT WORT)
To: MCALLEN TX (MILLER INTL)
Seat: 28D
Aircraft: BOEING (DOUGLAS) MD-80 ALL SERIES
Operated By: AMERICAN AIRLINES

Flight Number: 1115
Departs: 04:45 PM
Arrives: 06:10 PM
Confirmation #: JIDLDF
Class of Service: ECONOMY
Flight Type: NON-STOP

BAGGAGE ALLOWANCES - BAGGAGE FEES MAY APPLY | FREQUENT FLYER AAR4H5858/INVLD ACCT NUMBER | RESERVATION CONFIRMED 1:25 DURATION | SEAT 28D NO SMOKING CONFIRMED

INVOICE INFORMATION

Invoice #: 0000426188
Air Fare: $ 660.46
ADDITIONAL FARE PD BY PASSENGER CC USD: $ 314.00
Air Tax: $ 93.54
Total Air Fare: $ 754.00
Transaction Fee: $ 35.00
Total: $ 475.00

PAYMENT HISTORY

Date	Form of Payment	Credit Card Number/Type	Amount
07/16/14	Credit Card	VIXXXX/Visa	PAYMENT

GENERAL INFORMATION

AA FREQUENT FLYER AAR4H5858/INVLD ACCT NUMBER

REMARKS

FS
OUR EMERGENCY AFTER HOURS NUMBER IS 800-467-5042
AFTER HOURS TRANSACTION FEE 25.00
THIS TICKET IS NONREFUNDABLE
AIRLINE TICKETS ARE NOT TRANSFERABLE TO ANOTHER PERSON
AIRLINE TICKETS MUST BE USED WITHIN 1 YEAR OF ISSUE
PENALTY TO CHANGE 250.00 PLUS ANY ADDITIONAL AIRFARE
AGENCY CANCELLATION/VOID TRANSACTION 25.00
TICKET HAS NO VALUE UNLESS CANCELLED AT LEAST 24HRS
PRIOR TO FLIGHT DEPARTURE
FEES WILL APPLY TO ALL CHANGES
THANK YOU FOR BOOKING WITH BUSINESS TRAVEL AND TOURS - PATI

SOME REMINDERS FOR A WORRY-FREE TRIP

- PASSPORTS MUST BE VALID 6 MONTHS BEYOND TICKETED RETURN DATE
- PLEASE RECONFIRM FLIGHTS 24 HOURS BEFORE DEPARTURE
- CARRY ON LIMITED TO 1 BAG PER PERSON/GOV.PHOTO ID REQUIRED
- CHECKED LUGGAGE - 2 BAGS PER PERSON UP TO 50 LBS EACH
- OUR TOLL-FREE NUMBER IS 800 339-7778 MON-FRI 8:00AM-5:00PM PT
- OUR EMERGENCY AFTER HOURS NUMBER IS 800 467-5042
- YOU MUST CANCEL RESERVATION WITH BTT OR DIRECTLY WITH AIRLINES PRIOR TO TRAVEL OR YOU WILL HAVE NO VALUE ON TICKET
- CHECK-IN 2 HOURS PRIOR FOR DOMESTIC AND INTERNATIONAL
- PLEASE VISIT OUR WEB SITE - WWW.BTTTRAVEL.COM

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Zimbra **pete.lobato@co.hidalgo.tx.us**

Travel Itinerary/Invoice for JOSE ROBERTO FLORES - Travel Date August 20, 2014

From : Pati Bagley <pbagley@btttravel.com> Wed, Jul 16, 2014 05:28 PM

Subject : Travel Itinerary/Invoice for JOSE ROBERTO FLORES - Travel Date August 20, 2014

To : judgebobby flores <judgebobby.flores@co.hidalgo.tx.us>

Cc : pete lobato <pete.lobato@co.hidalgo.tx.us>, travel@judges.org, mmendez@btttravel.com, svides@btttravel.com

Hi Judge Flores,

Here's the confirmation for the trip to Seattle next month. Click on the link below to open the confirmation and print a copy for check in at the airport. I was not able to assign a seat from Dallas to Seattle in either direction. There are seats available for purchase In the premium section or you can check in online 24hurs in advance and choose a seat at that time.

Best,
Pati

Business Travel and Tours
4879 Kietzke Lane
Reno, NV 89509
775.324.1777
Office hours are 8AM - 5PM, Monday - Friday
Emergency after hours number is (800) 467-5042

Please click here to view your itinerary online.

If receiving on a PDA, please scroll down to view itinerary.

If you can't click on the link(s) above or if your itinerary does not display correctly, simply copy the link (excluding the brackets) from below and paste it into your browser window's address field.

Online itinerary: [http://magna.magnatech.com/OnQAmadeus/RNO1S2107/Aug-20-201408232014RNO1S2107333A34393437343A38353636.htm]
If the itinerary is still not appearing, please advise your travel agent.

AI-46744 **Human Resources 10. A.**

CC - REGULAR

Meeting Date: 09/30/2014

Submitted For: Valde Guerra **Submitted By:** Obdett Calzada, BUDGET & MANAGEMENT

Department: EXECUTIVE OFFICE

Information

CAPTION

Child Protective Court (1100):
1. Approval to delete one (1) vacant full time position as follows:

Dept/Program	Slot No.	Position Title	Budgeted Salary
055-001	0002	Administrative Assistant III	$32,769.00

2. Approval of intradepartmental transfer.
3. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-412-00-055-001-0-xxx

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

ss
fiscal
transfer
PAR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/26/2014 03:17 PM
Purchasing Department	Monica Badillo	09/26/2014 05:46 PM

Form Started By: Obdett Calzada Started On: 09/26/2014 02:52 PM

Final Approval Date: 09/26/2014

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1100-412-00-055-001-0

AI - 46744

Child Protective Court

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED SALARY	2014 ADJUSTED SALARY	2014 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2014 BUDGETED SALARY APPROVED	2014 ACTUAL SALARY	Other Allowances					2014 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	COURT BAILIFF	$37,574.00	$0.00	$37,574.00	0	$0.00	$0.00	$37,574.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
		APPROVAL TO DELETE THE FOLLOWING FULL TIME POSITION:														
~~0002~~	~~113~~	~~ADMINISTRATIVE ASSISTANT III~~	~~$32,769.00~~	~~$0.00~~	~~$32,769.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$32,769.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
			$37,574.00	$0.00	$37,574.00		$0.00	$0.00	$37,574.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00

APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS ARE PENDING CC APPROVAL.

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

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

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, September 30, 2014**

Agenda Item: **46744**

Summary of request/proposal:
CHILD PROTECTIVE COURT (1100) -
APPROVAL TO DELETE THE FOLLOWING FULL TIME POSITION:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	ADMINISTRATIVE ASSISTANT III	0002	113	32,769.00	0.00	(32,769.00)
				32,769.00	0.00	(32,769.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
4-1100-412-00-055-001-0	113	CHILD PROTECTIVE COURT	REGULAR FULL TIME	($8,411.97)
4-1100-412-00-055-001-0	211	CHILD PROTECTIVE COURT	HEALTH INSURANCE	($1,444.74)
4-1100-412-00-055-001-0	212	CHILD PROTECTIVE COURT	LIFE INSURANCE	($9.64)
4-1100-412-00-055-001-0	220	CHILD PROTECTIVE COURT	FICA	($643.52)
4-1100-412-00-055-001-0	230	CHILD PROTECTIVE COURT	RETIREMENT	($916.06)
4-1100-412-00-055-001-0	250	CHILD PROTECTIVE COURT	UNEMPLOYMENT COMP	($47.95)
4-1100-412-00-055-001-0	260	CHILD PROTECTIVE COURT	WORKER'S COMP	($14.30)
			2014 Budgetary Impact	($11,488.18)

2015 Budgetary Impact: ($44,752.42)

Possible Funding Sources: **COST SAVINGS.**

Comments:

Hidalgo Co. Budget Office
2/3/2005

DATE: September 30, 2014

2014
Transfer

AI- 46744

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management
Child Protective Court

ACCOUNT NUMBER: 4-1100-412-00-055-001-0-XXX

Contact Person: Obdett Calzada **Ph#:** (956) 292-7025 Ext. 5419

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
113	REGULAR FULL TIME	831	COURT COSTS & INVESTIGATION	$8,411.97
211	HEALTH INSURANCE	831	COURT COSTS & INVESTIGATION	$1,444.74
212	LIFE INSURANCE	831	COURT COSTS & INVESTIGATION	$9.64
220	FICA	831	COURT COSTS & INVESTIGATION	$643.52
230	RETIREMENT	831	COURT COSTS & INVESTIGATION	$916.06
250	UNEMPLOYMENT COMP	831	COURT COSTS & INVESTIGATION	$47.95
260	WORKER'S COMP	831	COURT COSTS & INVESTIGATION	$14.30
			TOTAL	**$11,488.18**

REASON:
To fund anticipated court costs & investigation expenditures till year end for court reporter.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

HIDALGO COUNTY

Personnel Adjustment Request Form

RECEIVED
SEP 29 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: CHILD PROTECTIVE COURT (055-001) DATE: 9/30/2014

CURRENT POSITION TITLE: ADMINISTRATIVE ASSISTANT III CURRENT SLOT #: 0002

REQUESTED POSITION TITLE:

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other DELETION OF POSITION

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

POSITION SALARY REQUEST:

Salary Amount:

$ 32,769.00	$ 0.00	$ (32,769.00)
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

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

[X] Other FUNDS TO BE UTILIZED FOR DEPARTMENTS OPERATING EXPENDITURES.

POSITION Type:

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

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

2014 SEP 29 PM 2:36
HIDALGO COUNTY BUDGET OFFICE

TEMPORARY POSITIONS: N/A

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

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

FLSA:
Exempt [ ]
Non-Exempt [X]

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

Exchange of funds allocated to the position to contracted Court Reporter services as discussed with V. Guerra and S. Cruz on 9/25/2014. This redistribution requires deletion of the position.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	9/29/14 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☐	YES	☐ NO
2.	Esther A. Cortez by Sylvia Rios HUMAN RESOURCES DIRECTOR	09.29.14 Date	PERSONNEL PROCEDURES COMPLETED	☑	YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	9.29.2014 Date	BUDGET PROCEDURES COMPLETED	☑	YES	☐ NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

AI-46662 **Human Resources 10. B.**

CC - REGULAR

Meeting Date: 09/30/2014

Submitted For: Paul Villarreal - Tax Office **Submitted By:** Diana Munoz, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

Tax Office (1100):
1. Approval of the following personnel actions:

Action	*Slot #*	*Position Title*	*Current Budgeted Salary/Allowance*	*Proposed Budgeted Salary/Allowance*
Delete	0015	Accountant III	$47,703.00 $1,500.00 (Auto Allowance)	-0-
Delete	0023	Deputy Clerk II	$36,020.00 $750.00 (Auto Allowance)	-0-
Create	0160	Accountant IV	-0-	$52,002.00 $1,500.00 (Auto Allowance)
Create	0161	Administrative Assistant III	-0-	$30,000.00
Increase Auto Allowance	0072	Inventory Specialist I	$2,250.00 (Auto Allowance)	$4,721.00 (Auto Allowance)

2. Approval of revised salary schedule.

BACKGROUND

Attachments

PAR FORMS DELETE
PAR FORMS CREATE
JOB DESCRIPTIONS
FISCAL NOTE
REVISED SALARY SCHEDULE

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/25/2014 04:02 PM
Auditor's Office	Veronica Ortiz	09/25/2014 04:12 PM
Budget & Management	Veronica Ortiz	09/25/2014 04:13 PM
Purchasing Department	Monica Badillo	09/26/2014 05:46 PM

Form Started By: Diana Munoz Started On: 09/23/2014 12:01 PM

Final Approval Date: 09/26/2014

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
SEP 23 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Tax Office #140 **DATE:** 9/18/14

CURRENT POSITION TITLE: Accountant III **CURRENT SLOT. #:** 15

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 47,703.00 + AUTO-$1,500 (Current Budgeted Salary) $ 0.0 (Proposed Budgeted Salary) $ (47,703.00 + AUTO-$1,500) (Net Change)

Position to be funded from one of the following:

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

☑ Other NO BUDGET IMPACT

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

Slot currently vacant, will delete in order to create parity for Accountant IV's within the Tax Office and Motor Vehicle Departments.

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

n/a

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

n/a

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

n/a

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

NO BUDGET IMPACT.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Paul Villarreal Jr. PCC DEPARTMENT HEAD	9/18/2014 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	Esther A. Cortez by Sylvia Rios HUMAN RESOURCES DIRECTOR	09-25-14 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
SEP 23 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Tax Office #140 **DATE:** 9/18/14

CURRENT POSITION TITLE: Deputy Clerk II **CURRENT SLOT. #:** 23

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 36,020.00 + AUTO-$750 (Current Budgeted Salary) $ 0.0 (Proposed Budgeted Salary) $ (36,020.00 + AUTO-$750) (Net Change)

Position to be funded from one of the following:

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

☑ Other NO BUDGET IMPACT

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

Slot currently vacant, will delete in order to create parity for Accountant IV's within the Tax Office and Motor Vehicle Departments and to create an Adm. Asst III position which this Office is in greater need of at this time.

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

n/a

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

n/a

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

n/a

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

NO BUDGET IMPACT.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Paul Villarreal Jr. PCC DEPARTMENT HEAD	9/18/2014 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	Esther A. Cortez by Sylvia Rios HUMAN RESOURCES DIRECTOR	09-25-14 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
SEP 23 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Tax Office #140 **DATE:** 9/18/14

CURRENT POSITION TITLE: **CURRENT SLOT. #:** 160

REQUESTED POSITION TITLE: Accountant IV
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ n/a (Current Budgeted Salary) $ 52,002.00+AUTO-$1,500 (Proposed Budgeted Salary) $ 52,002.00+AUTO-$1,500 (Net Change)

Position to be funded from one of the following:

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

☑ Other To be funded from deletion of slots #15 and #23.

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

Position mandatory for Motor Vehicle Department. Position assigned additional responsibilities: RMA Collections and Distributions, monitoring and auditing Scofflaw Collections, collecting and providing data analysis for Budget and Management. Data crucial to measure impact and performance.

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

See attached.

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

n/a

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

RMA accounting and reconciliation, Financial Collections and Distributions, monitoring and auditing Scofflaw Collections.

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

To be funded from deletion of Slots #15 and #23.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Paul Villarreal Jr. PCC DEPARTMENT HEAD	9/18/2014 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	Esther A. Cortez Ley-Sylvia Rios 09-25-14 HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
SEP 23 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Tax Office #140 **DATE:** 9/18/14

CURRENT POSITION TITLE: **CURRENT SLOT. #:** 161

REQUESTED POSITION TITLE: Adm. Assistant III
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ n/a (Current Budgeted Salary) $ 30,000.00 (Proposed Budgeted Salary) $ 30,000.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other To be funded from deletion of slots #15 and #23.

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

After a review of tax office staff, a greater need for an Adm. Asst III exists at this time to perform complex administrative duties.

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

See attached.

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

n/a

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

n/a

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

To be funded from deletion of Slots #15 and #23.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Paul Villarreal Jr. PCC DEPARTMENT HEAD	9/18/2014 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	Esther A. Cortez HUMAN RESOURCES DIRECTOR	09.25.14 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
SEP 23 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Tax Office #140 **DATE:** 9/18/14

CURRENT POSITION TITLE: Inventory Specialist I **CURRENT SLOT. #:** 72

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Increase Auto Allowance

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

POSITION SALARY REQUEST:

Salary Amount: $ 25,993.00+auto$2,250.00 (Current Budgeted Salary) $ 25,993.00+auto$4,721.00 (Proposed Budgeted Salary) $ 2,471.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other To be funded from deletion of slots #15 and #23.

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

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

Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

Assigned additional responsibilities and travel due to HB 2305, Single Registration Inspection Sticker, Administrative Rules adopted 3/1/2014,

plus additional duties due to Inter-Local Scofflaw Agreements with Cities and for County JP's, County Clerk.

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

n/a

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

n/a

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

Additional responsibilities and travel due to HB 2305.

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

To be funded from deletion of Slots #15 and #23.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Paul Villarreal Jr. PCC DEPARTMENT HEAD	9/18/2014 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	Esther A. Cortez by Sylvia Rios 09.25.14 HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY TAX OFFICE

ACCOUNTANT IV

GENERAL DESCRIPTION

Employee performs complex accounting work. Work involves preparing and overseeing the preparation of financial statements, records, and reports. May specialize in some phase of accounting work such as federal funds accounting, property and equipment control, cost, payroll, or bond servicing. May assign and/or supervise the work of others. Employee works under limited supervision with moderate latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Prepares financial statements, budgets, vouchers, and payrolls submitted by the agency

Prepares technical reports on estimates, cost data, and budget limits

Prepares monthly status analyses of funds and expenditures

Maintains adequate records of expenditures, funds, appropriations, and expenses, as well as of revenue collected and deposited

Maintains and/or oversees the maintenance of systems and controls necessary to provide accurate accounts of expenditures and budget balances for agency programs

Reviews various records, reports, applications, and contracts

May instruct staff on the maintenance of accounting records on expenditures and revenue collected, the positing of general ledgers, and the posting of journals

May approve and sign expense accounts and purchase vouchers submitted for payment

May assist in planning accounting and clerical work procedures

May direct the maintenance of accounting records on receipts and disbursements

May allocate tax revenues to the appropriate funds

May assign and/or supervise the work of others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Three (3) to five (5) years demonstrated experience in accounting, governmental accounting, or commercial accounting, including supervisory experience

Graduation from an accredited four (4) year college or university with major course work in accounting or finance with 15 hours of accounting courses

Knowledge, Skills, and Abilities

Knowledge of the agency's fiscal program; of governmental accounting; of budget control methods, policies, and procedures; and of laws and regulations pertaining to financial operations

Ability to interpret and apply accounting theory

Ability to plan and coordinate financial programs

Ability to plan procedures and coordinate accounting operations

Ability to interpret laws and regulations

Ability to assign and/or supervise the work of others

Knowledge in Uniform Grants Management Standards (UGMS) and GAAP

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY TAX OFFICE

ADMINISTRATIVE ASSISTANT III

GENERAL DESCRIPTION

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

EXAMPLES OF WORK PERFORMED

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

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

Participates in the planning and execution of an agency program

Develops, coordinates, and maintains record keeping and filing systems

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

Coordinates meetings, conferences, and seminars

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

May coordinate work between organizational units of the agency

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

May assist in the preparation of presentations for administrative hearings

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

May develop training materials

May train others

May supervise the work of others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two to three (2-3) years of experience in administrative support work.

Graduation from a junior college with an Associate's degree in administrative support

Two (2) years of experience may be substituted for one (1) year of education

Knowledge, Skills, and Abilities

Knowledge of office practices and administrative procedures

Skill in standard office equipment and software

Ability to implement administrative procedures and to evaluate their effectiveness

Ability to interpret rules, regulations, policies, and procedures

Ability to communicate effectively

Ability to train others

Ability to supervise the work of others

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an

employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY TAX OFFICE

INVENTORY SPECIALIST I

GENERAL DESCRIPTION

Performs routine (journey-level) inventory work; Maintains Inventory files pertaining to Machinery and Equipment, Buildings, Roadways, and Other structures such as parks and landfills; monitoring inventory operations for compliance with established procedures; Works under moderate supervision, with limited latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Maintains accounting records of purchases, assigns inventory numbers to items, and maintains inventory and stock control records

Maintains Inventory files and prepare monthly reports for Fixed Asset Division and other departments such as Auditors and Budget Office

Conducts (Periodically) physical inventory count and Reconcile with Inventory Books

Prepares estimates of supplies and merchandise needs, and approves requests for replenishing supplies and merchandise

Compiles and maintains an inventory database including pictures of heavy equipment, buildings, roads, and other inventory at management discretion

Disposes of surplus property, and arranges and rotates if necessary

May prepare purchase orders

May operate a forklift

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

One year (1) of experience in Accounting or Inventory Control

Graduation from a high school or equivalent (GED)

Associate's degree in business or Accounting

Two (2) years of experience may be substituted for one (1) year of education

Knowledge, Skills, and Abilities

Knowledge of inventory practices, methods, and procedures

Ability to transfer inventory from one location to another, and review inventory policy for compliance

PHYSICAL DEMANDS:

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

While performing the duties of this job, the employee is required to sit and use hands to fingers, or feel objects, tools or controls. The employee is required to stand; walk; reach with hands and arms; and stoop, kneel

The employee must occasionally lift and/or move up to twenty-five (25) pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

- working closely with others

- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, September 30, 2014 **Agenda Item:** 46744

Summary of request/proposal:
TAX OFFICE (1200): APPROVAL OF THE FOLLOWING PERSONNEL ACTIONS:
DELETE/ CREATE/ REMOVE & ADD AUTO ALLOWANCE

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
			SALARY			
1100	ACCOUNTANT III	0015	113	47,703.00	0.00	(47,703.00)
1100	DEPUTY CLERK II	0023	113	36,020.00	0.00	(36,020.00)
1100	ACCOUNTANT IV	0160	113	0.00	52,002.00	52,002.00
1100	ADMINISTRATIVE ASSISTANT III	0161	113	0.00	30,000.00	30,000.00
	TOTAL SALARY	-	-	**83,723.00**	**82,002.00**	**(1,721.00)**
			AUTO ALLOWANCE			
1100	INVENTORY SPECIALIST I	0072	118	2,250.00	4,721.00	2,471.00
1100	DEPUTY CLERK II	0023	113	750.00	0.00	(750.00)
1100	ACCOUNTANT III	0015	113	1,500.00	0.00	(1,500.00)
1100	ACCOUNTANT IV	0160	118	0.00	1,500.00	1,500.00
	TOTAL AUTO ALLOWANCE	-	-	**4,500.00**	**6,221.00**	**1,721.00**
	TOTAL SALARY & AUTO ALLOW.	-	-	**88,223.00**	**88,223.00**	**0.00**

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
4-1100-415-15-140-001-0-	113	TAX OFFICE-	REGULAR FULL TIME	$0.00
4-1100-415-15-140-001-0-	118	TAX OFFICE-	AUTO ALLOWANCE	$0.00
4-1100-415-15-140-001-0-	211	TAX OFFICE-	HEALTH INSURANCE	$0.00
4-1100-415-15-140-001-0-	212	TAX OFFICE-	LIFE INSURANCE	$0.00
4-1100-415-15-140-001-0-	220	TAX OFFICE-	FICA	$0.00
4-1100-415-15-140-001-0-	230	TAX OFFICE-	RETIREMENT	$0.00
4-1100-415-15-140-001-0-	250	TAX OFFICE-	UNEMPLOYMENT COMP	$0.00
4-1100-415-15-140-001-0-	260	TAX OFFICE-	WORKER'S COMP	$0.00
			2014 Budgetary Impact	**$0.00**

2015 Budgetary Impact: **$0.00**

Possible Funding Sources:

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1100-415-15-140-001-0

AI - 46662

TAX OFFICE

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED SALARY	2014 ADJUSTED SALARY	2014 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2014 BUDGETED SALARY APPROVED	2014 ACTUAL SALARY	Other Allowances					2014 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	TAX ASSESSOR/COLLECTOR	$97,500.00	$0.00	$97,500.00	0	$0.00	$0.00	$97,500.00	$97,500.00	$0.00	$0.00	$0.00	$8,000.00	$0.00	$105,500.00
0002	113	CHIEF DEPUTY II	$76,407.00	$0.00	$76,407.00	0	$0.00	$0.00	$76,407.00	$76,407.00	$1,380.00	$0.00	$0.00	$6,940.00	$0.00	$84,727.00
0003	113	MANAGER, TAX COLLECTION SECTION	$65,507.00	$0.00	$65,507.00	0	$0.00	$0.00	$65,507.00	$65,507.00	$1,740.00	$0.00	$0.00	$2,800.00	$0.00	$70,047.00
0004	113	MANAGER, MOTOR VEHICLE LICENSE SECTION	$60,098.00	$0.00	$60,098.00	0	$0.00	$0.00	$60,098.00	$60,098.00	$720.00	$0.00	$0.00	$5,625.00	$0.00	$66,443.00
0005	113	CHIEF FRAUD INVESTIGATOR	$54,203.00	$0.00	$54,203.00	0	$0.00	$0.00	$54,203.00	$54,203.00	$840.00	$0.00	$0.00	$0.00	$500.00	$55,543.00
0006	113	MANAGER, TAX ASSESSING SECTION	$56,162.00	$0.00	$56,162.00	0	$0.00	$0.00	$56,162.00	$56,162.00	$840.00	$0.00	$0.00	$0.00	$0.00	$57,002.00
0007	113	ACCOUNTS REPORT SPECIALIST	$54,349.00	$0.00	$54,349.00	0	$0.00	$0.00	$54,349.00	$54,349.00	$840.00	$0.00	$0.00	$1,500.00	$0.00	$56,689.00
0008	113	ACCOUNTANT IV	$52,002.00	$0.00	$52,002.00	0	$0.00	$0.00	$52,002.00	$52,002.00	$0.00	$0.00	$0.00	$1,500.00	$0.00	$53,502.00
0010	113	FRAUD INVESTIGATOR	$44,583.00	$0.00	$44,583.00	0	$0.00	$0.00	$44,583.00	$44,583.00	$0.00	$0.00	$0.00	$0.00	$500.00	$45,083.00
0011	113	EXECUTIVE ASSISTANT II	$50,390.00	$0.00	$50,390.00	0	$0.00	$0.00	$50,390.00	$50,390.00	$600.00	$0.00	$0.00	$0.00	$0.00	$50,990.00
0012	113	ACCOUNTANT III	$47,703.00	$0.00	$47,703.00	0	$0.00	$0.00	$47,703.00	$47,703.00	$780.00	$0.00	$0.00	$0.00	$0.00	$48,483.00
0014	113	ACCOUNTANT III	$44,583.00	$0.00	$44,583.00	0	$0.00	$0.00	$44,583.00	$44,583.00	$0.00	$0.00	$0.00	$0.00	$0.00	$44,583.00
		DELETE THE FOLLOWING REGULAR FULL TIME POSITION & AUTO ALLOWANCE														
~~0015~~	~~113~~	~~ACCOUNTANT III~~	~~$47,703.00~~	~~$0.00~~	~~$47,703.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$47,703.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$1,500.00~~	~~$0.00~~	~~$0.00~~
0017	113	DEPUTY CLERK II	$40,372.00	$0.00	$40,372.00	0	$0.00	$0.00	$40,372.00	$40,372.00	$300.00	$0.00	$0.00	$0.00	$0.00	$40,672.00
0018	113	DEPUTY CLERK III	$40,347.00	$0.00	$40,347.00	0	$0.00	$0.00	$40,347.00	$40,347.00	$1,800.00	$0.00	$0.00	$1,500.00	$0.00	$43,647.00
0019	113	DEPUTY CLERK III	$40,347.00	$0.00	$40,347.00	0	$0.00	$0.00	$40,347.00	$40,347.00	$1,320.00	$0.00	$0.00	$900.00	$0.00	$42,567.00
0020	113	DEPUTY CLERK III	$40,347.00	$0.00	$40,347.00	0	$0.00	$0.00	$40,347.00	$40,347.00	$660.00	$0.00	$0.00	$1,500.00	$0.00	$42,507.00
0021	113	DEPUTY CLERK III	$40,347.00	$0.00	$40,347.00	0	$0.00	$0.00	$40,347.00	$40,347.00	$1,500.00	$0.00	$0.00	$1,500.00	$0.00	$43,347.00
		DELETE THE FOLLOWING REGULAR FULL TIME POSITION & AUTO ALLOWANCE														
~~0023~~	~~113~~	~~DEPUTY CLERK II~~	~~$36,020.00~~	~~$0.00~~	~~$36,020.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$36,020.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$750.00~~	~~$0.00~~	~~$0.00~~
0025	113	BOOKKEEPER II	$33,917.00	$0.00	$33,917.00	0	$0.00	$0.00	$33,917.00	$33,917.00	$780.00	$0.00	$0.00	$0.00	$0.00	$34,697.00
0026	113	DEPUTY CLERK II	$37,145.00	$0.00	$37,145.00	0	$0.00	$0.00	$37,145.00	$37,145.00	$960.00	$0.00	$0.00	$0.00	$0.00	$38,105.00
0027	113	TITLE EXAMINER II	$35,064.00	$0.00	$35,064.00	0	$0.00	$0.00	$35,064.00	$35,064.00	$840.00	$0.00	$0.00	$0.00	$0.00	$35,904.00
0028	113	DEPUTY CLERK II	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$31,422.00
0029	113	BOOKKEEPER II	$34,246.00	$0.00	$34,246.00	0	$0.00	$0.00	$34,246.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0030	113	DEPUTY CLERK II	$34,589.00	$0.00	$34,589.00	0	$0.00	$0.00	$34,589.00	$34,589.00	$1,560.00	$0.00	$0.00	$750.00	$0.00	$36,899.00
0031	113	DEPUTY CLERK II	$34,589.00	$0.00	$34,589.00	0	$0.00	$0.00	$34,589.00	$34,589.00	$1,320.00	$0.00	$0.00	$750.00	$0.00	$36,659.00
0032	113	DEPUTY CLERK II	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$1,080.00	$0.00	$0.00	$750.00	$0.00	$32,172.00
0034	113	DEPUTY CLERK II	$35,651.00	$0.00	$35,651.00	0	$0.00	$0.00	$35,651.00	$35,651.00	$1,800.00	$0.00	$0.00	$0.00	$0.00	$37,451.00
0035	113	DEPUTY CLERK II	$35,651.00	$0.00	$35,651.00	0	$0.00	$0.00	$35,651.00	$35,651.00	$1,800.00	$0.00	$0.00	$0.00	$0.00	$37,451.00
0036	113	DEPUTY CLERK II	$31,791.00	$0.00	$31,791.00	0	$0.00	$0.00	$31,791.00	$31,791.00	$480.00	$0.00	$0.00	$0.00	$0.00	$32,271.00
0037	113	TITLE EXAMINER I	$31,506.00	$0.00	$31,506.00	0	$0.00	$0.00	$31,506.00	$31,506.00	$720.00	$0.00	$0.00	$0.00	$0.00	$32,226.00
0038	113	BOOKKEEPER I	$31,045.00	$0.00	$31,045.00	0	$0.00	$0.00	$31,045.00	$31,045.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$32,365.00
0039	113	BOOKKEEPER I	$28,094.00	$0.00	$28,094.00	0	$0.00	$0.00	$28,094.00	$28,094.00	$480.00	$0.00	$0.00	$0.00	$0.00	$28,574.00
0040	113	TECHNICIAN II	$31,045.00	$0.00	$31,045.00	0	$0.00	$0.00	$31,045.00	$31,045.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,045.00
0041	113	ADMINISTRATIVE ASSISTANT III	$33,917.00	$0.00	$33,917.00	0	$0.00	$0.00	$33,917.00	$33,917.00	$840.00	$0.00	$0.00	$1,500.00	$0.00	$36,257.00
0042	113	DEPUTY CLERK II	$30,486.00	$0.00	$30,486.00	0	$0.00	$0.00	$30,486.00	$30,486.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$31,806.00
0044	113	DEPUTY CLERK I	$29,828.00	$0.00	$29,828.00	0	$0.00	$0.00	$29,828.00	$29,828.00	$720.00	$0.00	$0.00	$0.00	$0.00	$30,548.00
0045	113	DEPUTY CLERK I	$29,730.00	$0.00	$29,730.00	0	$0.00	$0.00	$29,730.00	$29,656.00	$540.00	$0.00	$0.00	$0.00	$0.00	$30,196.00

0047	113	DEPUTY CLERK I	$28,745.00	$0.00	$28,745.00	0	$0.00	$0.00	$28,745.00	$28,745.00	$720.00	$0.00	$0.00	$0.00	$0.00	$29,465.00
0048	113	DEPUTY CLERK I	$28,745.00	$0.00	$28,745.00	0	$0.00	$0.00	$28,745.00	$28,745.00	$900.00	$0.00	$0.00	$0.00	$0.00	$29,645.00
0049	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0051	113	BOOKKEEPER I	$28,094.00	$0.00	$28,094.00	0	$0.00	$0.00	$28,094.00	$28,094.00	$480.00	$0.00	$0.00	$0.00	$0.00	$28,574.00
0052	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0055	113	DEPUTY CLERK I	$26,234.00	$0.00	$26,234.00	0	$0.00	$0.00	$26,234.00	$26,234.00	$360.00	$0.00	$0.00	$0.00	$0.00	$26,594.00
0056	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0058	113	DEPUTY CLERK I	$26,924.00	$0.00	$26,924.00	0	$0.00	$0.00	$26,924.00	$26,924.00	$720.00	$0.00	$0.00	$0.00	$0.00	$27,644.00
0059	113	DEPUTY CLERK I	$26,924.00	$0.00	$26,924.00	0	$0.00	$0.00	$26,924.00	$26,924.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,924.00
0060	113	DEPUTY CLERK I	$26,394.00	$0.00	$26,394.00	0	$0.00	$0.00	$26,394.00	$26,394.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,394.00
0061	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0062	113	DEPUTY CLERK I	$26,394.00	$0.00	$26,394.00	0	$0.00	$0.00	$26,394.00	$26,394.00	$300.00	$0.00	$0.00	$0.00	$0.00	$26,694.00
0063	113	DEPUTY CLERK I	$26,394.00	$0.00	$26,394.00	0	$0.00	$0.00	$26,394.00	$26,394.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$27,594.00
0064	113	DEPUTY CLERK I	$26,394.00	$0.00	$26,394.00	0	$0.00	$0.00	$26,394.00	$26,394.00	$360.00	$0.00	$0.00	$0.00	$0.00	$26,754.00
0065	113	DEPUTY CLERK I	$26,394.00	$0.00	$26,394.00	0	$0.00	$0.00	$26,394.00	$26,394.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,394.00
0066	113	DEPUTY CLERK I	$26,394.00	$0.00	$26,394.00	0	$0.00	$0.00	$26,394.00	$26,394.00	$840.00	$0.00	$0.00	$0.00	$0.00	$27,234.00
0067	113	DEPUTY CLERK I	$26,320.00	$0.00	$26,320.00	0	$0.00	$0.00	$26,320.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0068	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0069	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0070	113	DEPUTY CLERK I	$26,136.00	$0.00	$26,136.00	0	$0.00	$0.00	$26,136.00	$26,136.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$27,516.00
0071	113	DEPUTY CLERK I	$26,079.00	$0.00	$26,079.00	0	$0.00	$0.00	$26,079.00	$26,079.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,079.00
		INCREASE AUTO ALLOWANCE												**$4,721.00**		
0072	**113**	**INVENTORY SPECIALIST I**	**$25,993.00**	**$0.00**	**$25,993.00**	**0**	**$0.00**	**$0.00**	**$25,993.00**	**$25,993.00**	**$300.00**	**$0.00**	**$0.00**	**~~$2,250.00~~**	**$0.00**	**$28,543.00**
0073	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0074	113	DEPUTY CLERK I	$27,835.00	$0.00	$27,835.00	0	$0.00	$0.00	$27,835.00	$27,835.00	$480.00	$0.00	$0.00	$0.00	$0.00	$28,315.00
0075	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0076	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0077	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$480.00	$0.00	$0.00	$0.00	$0.00	$26,494.00
0078	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$360.00	$0.00	$0.00	$0.00	$0.00	$26,374.00
0079	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$720.00	$0.00	$0.00	$0.00	$0.00	$26,734.00
0080	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$660.00	$0.00	$0.00	$0.00	$0.00	$26,674.00
0081	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$300.00	$0.00	$0.00	$0.00	$0.00	$26,314.00
0082	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$360.00	$0.00	$0.00	$0.00	$0.00	$26,374.00
0083	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$540.00	$0.00	$0.00	$0.00	$0.00	$26,554.00
0084	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0086	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$27,334.00
0088	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0089	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$900.00	$0.00	$0.00	$0.00	$0.00	$26,914.00
0090	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0091	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0092	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0093	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0094	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$720.00	$0.00	$0.00	$0.00	$0.00	$26,734.00
0095	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0096	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0098	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0099	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0100	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0103	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$900.00	$0.00	$0.00	$0.00	$0.00	$26,914.00
0104	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0105	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00

0106	113	DEPUTY CLERK I	$26,173.00	$0.00	$26,173.00	0	$0.00	$0.00	$26,173.00	$26,173.00	$360.00	$0.00	$0.00	$0.00	$0.00	$26,533.00
0107	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$420.00	$0.00	$0.00	$0.00	$0.00	$26,434.00
0108	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$540.00	$0.00	$0.00	$0.00	$0.00	$26,554.00
0109	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0110	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$480.00	$0.00	$0.00	$0.00	$0.00	$26,494.00
0111	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0112	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$480.00	$0.00	$0.00	$0.00	$0.00	$26,494.00
0113	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0114	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0115	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0116	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0117	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0118	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0119	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0120	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0121	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0122	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0123	113	ADMINISTRATIVE ASSISTANT III	$33,917.00	$0.00	$33,917.00	0	$0.00	$0.00	$33,917.00	$33,917.00	$480.00	$0.00	$0.00	$1,500.00	$0.00	$35,897.00
0124	113	DEPUTY CLERK II	$32,466.00	$0.00	$32,466.00	0	$0.00	$0.00	$32,466.00	$32,466.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,466.00
0125	113	DEPUTY CLERK I	$26,924.00	$0.00	$26,924.00	0	$0.00	$0.00	$26,924.00	$26,924.00	$840.00	$0.00	$0.00	$0.00	$0.00	$27,764.00
0126	113	DEPUTY CLERK I	$26,924.00	$0.00	$26,924.00	0	$0.00	$0.00	$26,924.00	$26,924.00	$540.00	$0.00	$0.00	$0.00	$0.00	$27,464.00
0127	113	DEPUTY CLERK I	$26,924.00	$0.00	$26,924.00	0	$0.00	$0.00	$26,924.00	$26,924.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$28,004.00
0128	113	ADMINISTRATIVE ASSISTANT III	$32,960.00	$0.00	$32,960.00	0	$0.00	$0.00	$32,960.00	$32,960.00	$0.00	$0.00	$0.00	$1,500.00	$0.00	$34,460.00
0129	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0130	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0131	113	ACCOUNTANT II	$38,222.00	$0.00	$38,222.00	0	$0.00	$0.00	$38,222.00	$38,222.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,222.00
0132	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0133	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0134	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0135	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0136	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0137	113	ACCOUNTANT I	$32,769.00	$0.00	$32,769.00	0	$0.00	$0.00	$32,769.00	$32,769.00	$660.00	$0.00	$0.00	$0.00	$0.00	$33,429.00
0138	113	INTERNAL AUDITOR III	$48,149.00	$0.00	$48,149.00	0	$0.00	$0.00	$48,149.00	$48,149.00	$960.00	$0.00	$0.00	$0.00	$0.00	$49,109.00
0139	113	DEPUTY CLERK III	$35,391.00	$0.00	$35,391.00	0	$0.00	$0.00	$35,391.00	$35,391.00	$360.00	$0.00	$0.00	$0.00	$0.00	$35,751.00
0140	113	ACCOUNTING CLERK II	$32,769.00	$0.00	$32,769.00	0	$0.00	$0.00	$32,769.00	$32,769.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,769.00
0141	113	DEPUTY CLERK II	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$300.00	$0.00	$0.00	$0.00	$0.00	$30,642.00
0142	113	DEPUTY CLERK II	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$720.00	$0.00	$0.00	$0.00	$0.00	$31,062.00
0143	113	DEPUTY CLERK II	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,342.00
0144	113	TECHNICIAN IV	$39,560.00	$0.00	$39,560.00	0	$0.00	$0.00	$39,560.00	$39,560.00	$360.00	$0.00	$0.00	$0.00	$0.00	$39,920.00
0145	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0146	113	CLERK I	$19,710.00	$0.00	$19,710.00	0	$0.00	$0.00	$19,710.00	$19,710.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,710.00
0147	113	DEPUTY CLERK II	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$480.00	$0.00	$0.00	$0.00	$0.00	$30,822.00
0148	113	DEPUTY CLERK II	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$600.00	$0.00	$0.00	$0.00	$0.00	$30,942.00
0149	113	DEPUTY CLERK II	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,342.00
0150	113	DEPUTY CLERK II	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,342.00
0151	113	DEPUTY CLERK II	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$300.00	$0.00	$0.00	$0.00	$0.00	$30,642.00
0152	113	DEPUTY CLERK II	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$780.00	$0.00	$0.00	$0.00	$0.00	$31,122.00
0153	113	DATA ENTRY CLERK II	$0.00	$20,250.00	$20,250.00	0	$0.00	$0.00	$20,250.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0154	113	CLERK II	$0.00	$20,250.00	$20,250.00	0	$0.00	$0.00	$20,250.00	$20,250.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,250.00
0155	113	CLERK II	$0.00	$20,250.00	$20,250.00	0	$0.00	$0.00	$20,250.00	$20,250.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,250.00
0156	113	CLERK II	$0.00	$20,250.00	$20,250.00	0	$0.00	$0.00	$20,250.00	$20,250.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,250.00

0157	113	CLERK II	$0.00	$20,250.00	$20,250.00	0	$0.00	$0.00	$20,250.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0158	113	ADMINISTRATIVE ASSISTANT III	$0.00	$33,233.00	$33,233.00	0	$0.00	$0.00	$33,233.00	$33,233.00	$540.00	$0.00	$0.00	$1,500.00	$0.00	$35,273.00
0159	113	DEPUTY CLERK II	$0.00	$30,000.00	$30,000.00	0	$0.00	$0.00	$30,000.00	$30,000.00	$720.00	$0.00	$0.00	$0.00	$0.00	$30,720.00
0160	**113**	**APPROVAL TO CREATE THE FOLLOWING FULL TIME POSITION & AUTO ALLOWANCE: ACCOUNTANT IV**	**$0.00**	**$52,002.00**	**$52,002.00**	**0**	**$0.00**	**$0.00**	**$52,002.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$1,500.00**	**$0.00**	$1,500.00
0161	**113**	**APPROVAL TO CREATE THE FOLLOWING FULL TIME POSITION & AUTO ALLOWANCE: ADMINISTRATIVE ASSISTANT III**	**$0.00**	**$30,000.00**	**$30,000.00**	**0**	**$0.00**	**$0.00**	**$30,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	$0.00
		TOTAL	**$4,189,352.00**	**$246,485.00**	**$4,435,837.00**	**-**	**$0.00**	**$0.00**	**$4,435,837.00**	**$4,226,681.00**	**$58,260.00**	**$0.00**	**$0.00**	**$46,236.00**	**$1,000.00**	**$4,329,706.00**

APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTION; ACTIONS ARE PENDING CC APPROVAL.

AI-46606 **District Attorney 11. A.**

CC - REGULAR

Meeting Date: 09/30/2014

Submitted By: Roy Cazares, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

Approval of the following expense in accordance with Exiting Officials Expenditure Policy:

Vendor	Amount	Item	Purpose of Expense
CDWG	$2,490.95	Software	Purchase Adobe Acrobat Pro for Felony Section support staff
CDWG	$7,958.00	Monitors	Purchase monitors for support staff work stations

BACKGROUND

Adobe Acrobat software will be used to edit PDF files. The Felony Section support staff scan all criminal files and at times need to edit PDF documents.

Monitor will replace the current monitors the support staff have. Bigger monitors are now required in order to be able to get better views of scanned documents and also will be used to be able to have to programs screens running side by side.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1223-412-00-080-0070-667

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

BUDGETARY IMPACT:

Full funding available pending CC approval of AI-46683.
Note: This account will be used for the purchase of Adobe Acrobat software.

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-412-00-080-002-0-601

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

BUDGETARY IMPACT:

Funds available --> $ 14,270.31 as of 9/26/14.
Note: This account will be used for the purchase of Monitors.

Attachments

DA
backup

Form Review

Inbox **Reviewed By** **Date**

Budget & Management	Debbie Tamez	09/19/2014 10:50 AM
Glinda Pacheco	Glinda Pacheco	09/19/2014 05:14 PM
Auditor's Office	Debbie Tamez	09/26/2014 01:47 PM
Glinda Pacheco	Glinda Pacheco	09/26/2014 03:23 PM
Purchasing Department	Monica Badillo	09/26/2014 05:46 PM

Form Started By: Roy Cazares Started On: 09/18/2014 04:38 PM

Final Approval Date: 09/26/2014

CDW·G

CDWG.com | 800.594.4239

OE400SPS

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
FPJJ943	6078613	9/18/2014

BILL TO:
ROY CAZARES
100 N CLOSNER BLVD FL 5

Accounts Payable
EDINBURG , TX 78539-3523

Customer Phone #956.318.2300

SHIP TO:
HIDALGO COUNTY DISTRICT ATTORNEY
Attention To: ROY CAZARES
100 N CLOSNER BLVD FL 5

EDINBURG , TX 78539-3523
Contact: ROY CAZARES 956.318.2300

Customer P.O. # VIEWSONIC 24 QUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
JUAN CAMARGO 866.405.6241	FEDEX Ground	MasterCard/Visa Govt	STATE

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
46	3044406	VIEWSONIC VA2446M-LED 24" MONITOR Mfg#: VA2446M-LED Contract: TCPN - Technology Solutions R5106 R5106	173.00	7,958.00
		SUBTOTAL		7,958.00
		FREIGHT		0.00
		TAX		0.00

US Currency

TOTAL 7,958.00

Please remit payment to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061

Fax: 312.705.6472

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdw.com/content/terms-conditions/product-sales.asp
For more information, contact a CDW account manager.

CDW·G

CDWG.com | 800.594.4239

OE400SPS

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
FNXT838	6078613	9/11/2014

BILL TO:
ROY CAZARES
100 N CLOSNER BLVD FL 5

Accounts Payable
EDINBURG , TX 78539-3523

Customer Phone #956.318.2300

SHIP TO:
HIDALGO COUNTY DISTRICT ATTORNEY
Attention To: ROY CAZARES
100 N CLOSNER BLVD FL 5

EDINBURG , TX 78539-3523
Contact: ROY CAZARES 956.318.2300

Customer P.O. # ACROBAT PRO QUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
JUAN CAMARGO 866.405.6241	ELECTRONIC DISTRIBUTION	MasterCard/Visa Govt	STATE

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
7	2827613	AVL ACROBAT PRO 11 LIC 1+ Mfg#: 65195512AF01A00 Contract: CDW-G GSA Schedule GS-35F-0195J Electronic distribution - NO MEDIA	355.85	2,490.95
		SUBTOTAL		2,490.95
		FREIGHT		0.00
		TAX		0.00

US Currency

TOTAL 2,490.95

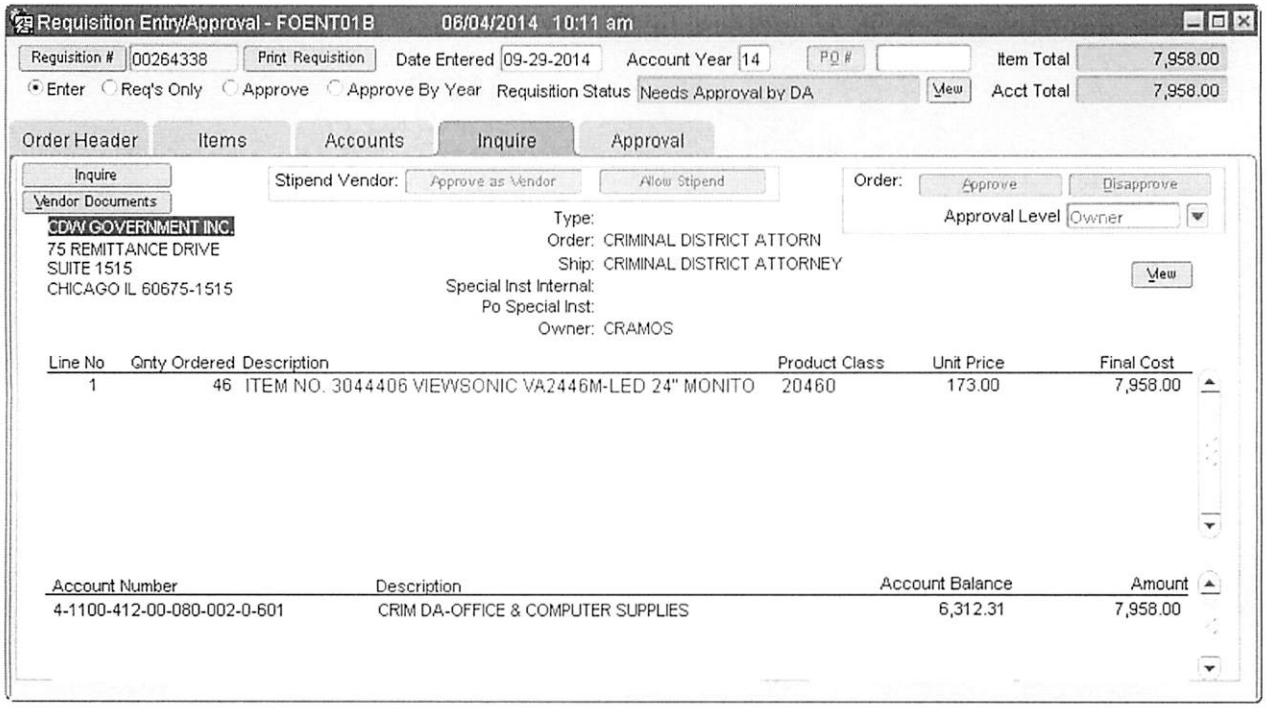
Please remit payment to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061

Fax: 312.705.6472

OBJ. 667

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdw.com/content/terms-conditions/product-sales.asp
For more information, contact a CDW account manager.


Requisition Entry/Approval - FOENT01B 06/04/2014 10:11 am
Requisition # 00264338
Print Requisition
Date Entered 09-29-2014
Account Year 14
PO #
Item Total 7,958.00
Enter Req's Only Approve Approve By Year
Requisition Status Needs Approval by DA
View
Acct Total 7,958.00
Order Header
Items
Accounts
Inquire
Approval
Inquire
Vendor Documents
Stipend Vendor:
Approve as Vendor
Allow Stipend
Order:
Approve
Disapprove
Approval Level Owner
CDW GOVERNMENT INC.
75 REMITTANCE DRIVE
SUITE 1515
CHICAGO IL 60675-1515
Type:
Order: CRIMINAL DISTRICT ATTORN
Ship: CRIMINAL DISTRICT ATTORNEY
Special Inst Internal:
Po Special Inst:
Owner: CRAMOS
View
Line No Qnty Ordered Description Product Class Unit Price Final Cost
1 46 ITEM NO. 3044406 VIEWSONIC VA2446M-LED 24" MONITO 20460 173.00 7,958.00
Account Number Description Account Balance Amount
4-1100-412-00-080-002-0-601 CRIM DA-OFFICE & COMPUTER SUPPLIES 6,312.31 7,958.00

Req 264338

CDW·G

CDWG.com | 800.594.4239

OE400SPS

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
FPJJ943	6078613	9/18/2014

BILL TO:
ROY CAZARES
100 N CLOSNER BLVD FL 5

Accounts Payable
EDINBURG , TX 78539-3523

Customer Phone #956.318.2300

SHIP TO:
HIDALGO COUNTY DISTRICT ATTORNEY
Attention To: ROY CAZARES
100 N CLOSNER BLVD FL 5

EDINBURG , TX 78539-3523
Contact: ROY CAZARES 956.318.2300

Customer P.O. # VIEWSONIC 24 QUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
JUAN CAMARGO 866.405.6241	FEDEX Ground	MasterCard/Visa Govt	STATE

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
46	3044406	VIEWSONIC VA2446M-LED 24" MONITOR 204 60 Mfg#: VA2446M-LED Contract: TCPN - Technology Solutions R5106 R5106	173.00	7,958.00
		SUBTOTAL		7,958.00
		FREIGHT		0.00
		TAX		0.00

US Currency

TOTAL 7,958.00

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061

Fax: 312.705.6472

Please remit payment to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdw.com/content/terms-conditions/product-sales.asp
For more information, contact a CDW account manager.

Requisition Entry/Approval - FOENT01B 06/04/2014 10:11 am
Requisition # 00264360
Print Requisition
Date Entered 09-29-2014
Account Year 14
PO #
Item Total 2,490.95
Enter Req's Only Approve Approve By Year
Requisition Status Accounting Error
View
Acct Total
Order Header
Items
Accounts
Inquire
Approval
Inquire
Vendor Documents
Stipend Vendor:
Approve as Vendor
Allow Stipend
Order:
Approve
Disapprove
Approval Level Owner
CDW GOVERNMENT INC.
75 REMITTANCE DRIVE
SUITE 1515
CHICAGO IL 60675-1515
Type:
Order: CRIMINAL DISTRICT ATTORN
Ship: CRIMINAL DISTRICT ATTORNEY
Special Inst Internal:
Po Special Inst:
Owner: CRAMOS
View
Line No
Qnty Ordered
Description
Product Class
Unit Price
Final Cost
1
7
ITEM NO. 2827613 AVL ACROBAT PRO 11 LIC 1+
20880
355.85
2,490.95
Account Number
Description
Account Balance
Amount

Req# 2043360

CDW-G

CDWG.com | 800.594.4239

OE400SPS

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
FNXT838	6078613	9/11/2014

BILL TO:
ROY CAZARES
100 N CLOSNER BLVD FL 5

Accounts Payable
EDINBURG , TX 78539-3523

Customer Phone #956.318.2300

SHIP TO:
HIDALGO COUNTY DISTRICT ATTORNEY
Attention To: ROY CAZARES
100 N CLOSNER BLVD FL 5

EDINBURG , TX 78539-3523
Contact: ROY CAZARES 956.318.2300

Customer P.O. # ACROBAT PRO QUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
JUAN CAMARGO 866.405.6241	ELECTRONIC DISTRIBUTION	MasterCard/Visa Govt	STATE

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
7	2827613	AVL ACROBAT PRO 11 LIC 1+ Mfg#: 65195512AF01A00 Contract: CDW-G GSA Schedule GS-35F-0195J Electronic distribution - NO MEDIA Software license management (NACIP) 208-50	355.85	2,490.95
		SUBTOTAL		2,490.95
		FREIGHT		0.00
		TAX		0.00

US Currency

TOTAL 2,490.95

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061

Fax: 312.705.6472

Please remit payment to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

OBJ. 667

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdw.com/content/terms-conditions/product-sales.asp
For more information, contact a CDW account manager.

AI-46683 **2014 Intradept. (line item) Transfer**
CC CONSENT
Meeting Date: 10/14/2014
Submitted By: Roy Cazares, DISTRICT ATTORNEY
Department: DISTRICT ATTORNEY

Information

CAPTION
1.) 2014 - District Attorney's Office (1223)

BACKGROUND
Monies will be used to purchase software for the felony secretarial staff.

Attachments

DAINVLIT2014-05

Form Review

Inbox	Reviewed By	Date
	Form Started By: Roy Cazares	Started On: 09/24/2014 12:47 PM

INTRA-DEPARTMENTAL TRANSFER

DATE: September 30, 2014
DEPARTMENT HEAD: Rene Guerra, Criminal District Attorney
DEPARTMENT NAME: District Attorney's Office
ACCOUNT NUMBER: 4-1223-412-00-080-007-0-XXX - Investigation Fund
Subject: **Intradepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C**

CONTACT PERSON: Roy Cazares PHONE: (956) 318-2300 ext. 758

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 11, Subchapter C.

FROM			TO		
OBJECT CODE	ACCOUNT (OBJECT) NAME		OBJECT CODE	OBJECT NAME	AMOUNT
747	Software	→	667	Minor Software	$ 2,490.95
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→		TOTAL	$ 2,490.95

REASON:
Monies will be used to purchase software for the felony secretarial staff.

ROY CAZARES FOR RENE GUERRA
CRIMINAL DISTRICT ATTORNEY

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-46602 **District Attorney 11. B.**

CC - REGULAR

Meeting Date: 09/30/2014

Submitted By: Roy Cazares, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

DA-Border Prosecution Unit Grant (BPU) (1281):
1. Approval to accept the Border Prosecution Grant in the amount of $230,000.00, effective 09/01/2014 thru 08/31/2015.
2. Approval of Resolution and approval for County Judge to sign.
3. Approval of certification of revenues as certified by the County Auditor for the FY 2015 Border Prosecution Unit grant funds.
4. Approval to appropriate the FY 2015 Border Prosecution Unit grant funds.
5. Approval of the following personnel actions:

Action	*Slot#*	*Dept /Program*	*Position Title*	*Current Salary/Allowance*	*Proposed Salary/Allowance*
Salary Adjustment (decrease)	0001	080-012	Asst. District Atty III	$79,000.00	$77,920.00
Auto Allowance (remove)				$900.00	-0-
Salary Adjustment (decrease)	0004	080-012	Asst. District Atty IV	$78,000.00	$76,420.00

6. Approval of the FY 2015 Border Prosecution Unit grant salary schedule.

BACKGROUND

Funding is provided by the Office the Governor Criminal Justice Division. No cash match required.

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 4-1281-412-00-080-012-5-XXX

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

BUDGETARY IMPACT:

No Local match

4-1281-334-10-080-012-5-000 CJD - BPU/Revenue

Grant fiscal year 2015

Grant# SF-15-B10-25378-04

Attachments

Award

Resolution
worksheet
appropriation
PAR forms and job descriptions
salary schedule

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/18/2014 04:29 PM
Rosalinda Cantu	Debbie Tamez	09/24/2014 01:36 PM
Human Resources	Diana Munoz	09/26/2014 10:09 AM
Budget & Management	Veronica Ortiz	09/26/2014 11:03 AM
Rosalinda Cantu	Rosie Cantu	09/26/2014 02:07 PM
Manuel Chapa		09/26/2014 03:30 PM
Purchasing Department	Monica Badillo	09/26/2014 05:46 PM
Form Started By: Roy Cazares		Started On: 09/18/2014 04:12 PM

Final Approval Date: 09/26/2014

STATE OF TEXAS
OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION

RICK PERRY
GOVERNOR

Dear Grantee:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at https://eGrants.governor.state.tx.us and go to the 'My Home' tab. In the 'Current Status' column, locate the application that is in 'Pending AO Acceptance of Award' status. Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the attached memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer CJD grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees. The Public Policy Research Institute (PPRI) at Texas A&M University will send a detailed information packet to the Project Director containing progress reporting forms and instructions on completing and submitting those forms.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the attached Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@governor.state.tx.us.

We look forward to working with you to ensure the success of your program

Christopher Burnett
Executive Director

10:01 AM

Agency Name: Hidalgo County
Project Title: CH-Border Prosecution Unit

Grant/App: 2537804
Status: Pending AO Acceptance of Award [FUND HOLD]

Start Date: 9/1/2014
End Date: 8/31/2015

Fund Source: SF-State Criminal Justice Planning (421) Fund

Liquidation Date:

Current Grant Manager: Helen Martinez **Current Program Manager:** Judy Switzer

CFDA: NONE

General Information and Instructions

View Introduction

View Certification and Assurances

View Instructions

Statement of Grant Award (SOGA) Summary

The Statement of Grant Award (SOGA) is your official notice of award from the Office of the Governor (OOG). The approved budget is reflected in the Budget/Details tab for this record in eGrants. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant period and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following 'Post Award Conditions of Funding and Other Fund-Specific Requirements'.

Grant Number:	SF-15-B10-25378-04
Date Awarded:	September 15, 2014
Program Fund:	SF-State Criminal Justice Planning (421) Fund
CFDA or State ID:	None
Grantee Name:	Hidalgo County
Project Title:	CH-Border Prosecution Unit
Grant Period:	09/01/2014 08/31/2015
Liquidation Date:	11/29/2015

Award Amount:	$230,000.00
Grantee Cash Match:	$0.00
Grantee In Kind Match:	$0.00
Total Project Cost:	$230,000.00

Statement of Grant Award Documents

Congratulatory Letter and Instructions
Grantee Responsibilities Memo

List of Application Errors and Incomplete Information

Item(s) that Need to be Resolved	Tab Name

List of Post-Award Conditions of Funding and Other Fund-Specific Requirements

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Project Funds	Hold Line Item Funds
Other Condition of Funding. Please upload a new resolution that covers the grant period beginning September 1, 2014 through August 31, 2015.	7/29/2014		☑	☐

Accept Decline

Resolution

Whereas, The Hidalgo County Commissioners' Court finds it in the best interest of the citizens of Hidalgo County, that the Border Prosecution Unit be operated from September 1, 2014 through August 31, 2015.

Whereas, The Hidalgo County Commissioners' Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, for the Border Prosecution Unit Grant, the Hidalgo County Commissioners' Court assures that the funds will be returned to the Criminal Justice Division in full

Whereas, The Hidalgo County Commissioners' Court designates the Hidalgo County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners' Court approves submission of the grant application, with no cash match required by Hidalgo County, for the Border Prosecution Unit to the Office of the Governor, Criminal Justice Division.

Signed by : _____ **Date:** _____

Ramon Garcia
County Judge
Hidalgo County

Grant Number: 2537804

Hidalgo County

FY 2015 Border Prosecution Unit (BPU) Grant

Salaries Worksheet

1281-412-00-080-012-4

Thursday, September 25, 2014

Slot #	Object	Position Title	ANNUALIZED SALARIES & ALLOWANCES 09/01/2014 TO 12/31/2014			PRORATED 09/01/2014 TO 12/31/2014										ANNUALIZED SALARIES & ALLOWANCES 01/01/2015 TO 08/31/15			PRORATED 01/01/2015 TO 08/31/15										Total Salaries 10/01/2014 to 09/30/15	Total Allow. 10/01/2014 to 09/30/15	Total Fringe Benefits 10/01/2014 to 09/30/15
			Budgeted Salary Approved	Allowances-Longevity	Total Salary & Allowances	Prorated Salary	Prorated Allow.-Long.	Total Prorated Salary & Allowances	Health Ins.	Life Ins.	FICA	Retir.	Unemp. Comp	Worker's Comp	Total Fringe Benefits	Total Salaries Allowances & Fringe Benefits	Budgeted Salary Approved	Allowances-Longevity	Total Salary & Allowances	Prorated Salary	Prorated Allow.-Long.	Total Prorated Salary & Allowances	Health Ins.	Life Ins.	FICA	Retir.	Unemp. Comp	Worker's Comp 8810 8833	Total Fringe Benefits	Total Salaries Allowances & Fringe Benefits			
									5,628.00	37.56	7.65%	10.89%	0.57%	0.09%									5,928.00	37.56	7.65%	10.63%	0.60%	0.11%					
0001	113	ASSISTANT DISTRICT ATTORNEY III	77,920.00	1,920.00	79,840.00	26,044.49	641.75	**26,686.25**	1,881.14	12.55	2,041.50	2,906.13	152.11	24.02	7,017.45	33,703.70	77,920.00	2,160.00	80,080.00	51,875.51	1,438.03	**53,313.53**	3,946.59	25.01	4,078.49	5,667.23	319.88	58.64	14,095.83	67,409.37	77,920.00	2,079.78	21,113.29
0004	113	ASSISTANT DISTRICT ATTORNEY IV	76,420.00	4,560.00	80,980.00	25,543.12	1,524.16	**27,067.29**	1,881.14	12.55	2,070.65	2,947.63	154.28	24.36	7,090.61	34,157.90	76,420.00	4,800.00	81,220.00	50,876.88	3,195.62	**54,072.49**	3,946.59	25.01	4,136.55	5,747.91	324.43	59.48	14,239.96	68,312.45	76,420.00	4,719.78	21,330.57
		TOTALS	154,340.00	6,480.00	160,820.00	51,587.62	2,165.92	53,753.53	3,762.28	25.11	4,112.15	5,853.76	306.40	48.38	14,108.07	67,861.60	154,340.00	6,960.00	161,300.00	102,752.38	4,633.64	107,386.03	7,893.17	50.01	8,215.03	11,415.13	644.32	118.12	28,335.79	135,721.82	154,340.00	6,799.56	42,443.86

	Full Time	Long.	Health	Life	FICA	Retire	Unempl	Work Comp	TOTALS
Estimated	154,340.00	6,799.56	11,655.45	75.12	12,327.18	17,268.89	950.71	166.50	203,583.42

Total Annual Compens. 10/01/2014 to 09/30/15
101,113.07
102,470.35
203,583.42

DATE: September 30, 2014

DEPARTMENT HEAD: Rene Guerra

DEPARTMENT NAME: District Attorney's Office

ACCOUNT NUMBER: 4-1281-412-00-080-012-5-XXX CJD-BPU (Border Prosecition Unit)

Contact Person: Roy Cazares **Ph#** 318-2300 Ext. 758

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
4-1281-412-00-080-012-5-113	CJD-BPU-REG F/T EMPLOYEES	154,340.00
4-1281-412-00-080-012-5-115	CJD-BPU-LONGEVITY PAY	6,799.56
4-1281-412-00-080-012-5-211	CJD-BPU-HEALTH INSURANCE	11,655.45
4-1281-412-00-080-012-5-212	CJD-BPU-LIFE INSURANCE	75.12
4-1281-412-00-080-012-5-220	CJD-BPU-FICA	12,327.18
4-1281-412-00-080-012-5-230	CJD-BPU-RETIREMENT	17,268.89
4-1281-412-00-080-012-5-250	CJD-BPU-UNEMPLOYMENT COMP	1,227.03
4-1281-412-00-080-012-5-260	CJD-BPU-WORKERS COMP	166.50
4-1281-412-00-080-012-5-432	CJD-EQUIP&VEH R&M SRV	1,500.00
4-1281-412-00-080-012-5-532	CJD-BPU-WIRELESS DEVICES	3,000.00
4-1281-412-00-080-012-5-581	CJD-BPU-TRAVEL IN COUNTY	900.00
4-1281-412-00-080-012-5-583	CJD-BPU-TRAVEL OUT OF COUNTY	6,667.38
4-1281-412-00-080-012-5-584	CJD-BPU-REGISTRATION FEES	1,000.00
4-1281-412-00-080-012-5-601	CJD-BPU-OFFICE & COMPUTER SUPPLIES	2,500.00
4-1281-412-00-080-012-5-626	CJD-BPU-GASOLINE/DIESEL	8,457.97
4-1281-412-00-080-012-5-672	CJD-BPU-R&M SUPP-EQUIP & VEH	2,114.92
4-1281-334-10-080-012-5-000	CJD - BPU/Revenue	230,000.00
	TOTAL BUDGET INCREASE (DECREASE)	230,000.00

REASON: To appropriate the FY2015 BPU grant budget. Funding from September 1, 2014 - August 31, 2015.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
SEP 25 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: District Attorney's Office- BPU/ 080-012 DATE: 09/24/2014

CURRENT POSITION TITLE: Assistant District Attorney III **Current SLOT. #:** 001

REQUESTED POSITION TITLE: Same

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other **Salary Adjustment (decrease)** **Remove Auto Allowance**

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

POSITION SALARY REQUEST:

Salary Amount:				
	Auto Allow: 900.00		**Auto Allow:** 0.00	**Auto Allow:** (900.00)
$	**Salary:** 79,000.00	$	**Budgeted Salary:** 77,920.00	$ **Salary:** (1,080.00)
	Current Budgeted Salary		Proposed Budgeted Salary	Net Change

Position to be funded from one of the following:

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

☒ Other Does not require additional funding.

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)
The reduction in budgeted salary amount was needed in order fund other expenses. The actual salary of the prosecutor will remain the same. Auto allowance is not an allowable expense under the grant.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	09/24/2014 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	■ YES	NO
2.	HUMAN RESOURCES DIRECTOR	09.25.14 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	9.26.14 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE

ASSISTANT DISTRICT ATTORNEY III

GENERAL DESCRIPTION

Performs intermediate-level legal work; Work involves prosecuting and defending all manner of civil and criminal matters in various levels of trials and appellate courts and administrative forums. Work under the frequent supervision of higher level attorneys in aneffort to build the knowledge, skills, and expertise necessary for this position.

EXAMPLES OF WORK PERFORMED

Will make decisions and/or counsels with clients, victims, or police concerning the commencement of proceedings in court or related forums

May also provide written or oral legal advice to individual or governmental clients, and draft legal instruments or other written materials carrying legal implication

Appears in court and/or related forums to select juries, present and cross-examine evidence, make legal arguments, and act as an oral advocate

Drafts and files pleadings, answering motions, briefs and responses necessary to conduct litigation and/or proceedings in related forums

Investigate facts giving rise to legal issues, and bring about solutions to their clients legal problems in a variety of forums

Counsels and advises clients within bounds of confidentiality, when applicable, regarding legal issues in all phases of litigation

Identifies, locates, and prepares witnesses to present testimony effectively in court or related forums

Identifies and prepares non-testimonial forms of evidence for use in court and related forums

Conducts and/or supervises investigations and/or civil and criminal discovery proceedings

Drafts legal instruments and various documents with legal implications

Negotiates with others to settle litigation or other contested matters or to assist in solving problems with legal implications
Develops knowledge and expertise in applicable area of law to keep pace with constant

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE

ASSISTANT DISTRICT ATTORNEY III

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Identifies and prepares non-testimonial forms of evidence for use in court and related forums

Conducts and/or supervises investigations and/or civil and criminal discovery proceedings

Drafts legal instruments and various documents with legal implications

Negotiates with others to settle litigation or other contested matters or to assist in solving problems with legal implications

Develops knowledge and expertise in applicable area of law to keep pace with constant developments and to impart this knowledge and skills to others in various settings

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two (2) years experience as a licensed attorney

Juris Doctorate (JD) degree

Licensed to practice law in the State of Texas and be a member in good standing of the State Bar of Texas

Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Ability to work efficiently and effectively in high-pressure situations

Ability to communicate effectively

Able to handle all stressful situations with an even temperament and work effectively with others in achievement of tasks

Possess advanced professional level of analytical ability and be very well versed in the art of being diplomatic and tactful in addition to the use of good judgment and common sense

Must be computer literate

Knowledge of all applicable laws and procedures

Must have good working knowledge and understanding of penal statutes and code of criminal procedures as well as case holdings and departmental policies

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
SEP 25 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: District Attorney's Office- BPU/ 080-012 DATE: 09/24/2014

CURRENT POSITION TITLE: Assistant District Attorney IV **Current SLOT. #:** 004

REQUESTED POSITION TITLE: Same

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other **Salary Adjustment (decrease)**

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

POSITION SALARY REQUEST:

Salary Amount: **$** 78,000.00 (Current Budgeted Salary) $ **76,420.00** (Proposed Budgeted Salary) $ **(1,580.00)** (Net Change)

Position to be funded from one of the following:

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

☒ Other Does not require additional funding.

POSITION Type:

Full Time Employee Object 113 ☒ X Part Time Employee Object 114 ☐

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

The reduction in budgeted salary amount was needed in order fund other expenses. The actual salary of the prosecutor will remain the same.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	09/24/2014 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	■ YES	NO
2.	Esther A. Cortez by Jessica Rios HUMAN RESOURCES DIRECTOR	09.25.14 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	9.26.14 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE

ASSISTANT DISTRICT ATTORNEY IV

GENERAL DESCRIPTION

Performs senior-level legal work; Work involves prosecuting and defending all manner of civil and criminal matters in various levels of trials and appellate courts and administrative forums. Work under the supervision of higher level attorneys in an effort to build the knowledge, skills, and expertise necessary for this position. Investigates and litigates various cases filed with the District Attorney's office.

EXAMPLES OF WORK PERFORMED

Will make decisions and/or counsels with clients, victims, or police concerning the commencement of proceedings in court or related forums

May also provide written or oral legal advice to individual or governmental clients, and draft legal instruments or other written materials carrying legal implication

Appears in court and/or related forums to select juries, present and cross-examine evidence, make legal arguments, and act as an oral advocate

Drafts and files pleadings, answering motions, briefs and responses necessary to conduct litigation and/or proceedings in related forums

Investigate facts giving rise to legal issues, and bring about solutions to their clients legal problems in a variety of forums

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Identifies, locates, and prepares witnesses to present testimony effectively in court or related forums

Identifies and prepares non-testimonial forms of evidence for use in court and related forums

Conducts and/or supervises investigations and/or civil and criminal discovery proceedings

Drafts legal instruments and various documents with legal implications

Develops knowledge and expertise in applicable area of law to keep pace with constant developments and to impart this knowledge and skills to others in various settings

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Three to four (3-4) years of experience as a licensed attorney

Juris Doctorate (JD) degree

Licensed to practice law in the State of Texas and be a member in good standing of the State Bar of Texas

Two (2) years of experience may be substituted for one (1) year of education

Certificates, Licenses & Registration

Must have a current valid Texas motor vehicle operator's license

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

Knowledge, Skills, and Abilities

Ability to work efficiently and effectively in high-pressure situations

Ability to communicate effectively

Able to handle all stressful situations with an even temperament and work effectively with others in achievement of tasks

Must possess advanced professional level of analytical ability and be very well versed in the art of being diplomatic and tactful in addition to the use of good judgment and common sense

Must possess necessary writing skills at a seasoned level to communicate information and directions to attorneys, detectives, police agencies and citizens

Must be computer literate

Knowledge of all applicable laws and procedures
Must have good working knowledge and understanding of penal statutes and code of criminal procedures as well as case holdings and departmental policies

PHYSICAL DEMANDS:

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

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HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1281-412-00-080-012-5

AI - 46602

DA BORDER PROSECUTION INITIATIVE

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED SALARY	2014 ADJUSTED SALARY	2014 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2014 BUDGETED SALARY APPROVED	2014 ACTUAL SALARY	Other Allowances					2014 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
		DECREASE BUDGETED SALARY & REMOVE AUTO ALLOWANCE	→					($1,080.00)	$77,920.00					$0.00		
0001	113	ASSISTANT DISTRICT ATTORNEY III	$79,000.00	$0.00	$79,000.00	0	$0.00	~~$0.00~~	~~$79,000.00~~	$77,920.00	$1,920.00	$0.00	$0.00	~~$900.00~~	$0.00	$80,740.00
		DECREASE BUDGETED SALARY	→					($1,580.00)	$76,420.00							
0004	113	ASSISTANT DISTRICT ATTORNEY IV	$78,000.00	$0.00	$78,000.00	0	$0.00	~~$0.00~~	~~$78,000.00~~	$76,420.00	$4,560.00	$0.00	$0.00	$0.00	$0.00	$80,980.00
		TOTAL	**$157,000.00**	**$0.00**	**$157,000.00**	-	**$0.00**	**($2,660.00)**	**$154,340.00**	**$154,340.00**	**$6,480.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$161,720.00**

APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS & APPROVAL OF THE FY 2015 BPU GRANT; PERSONNEL ACTIONS PENDING CC APPROVAL.

AI-46684 **Sheriff's Office 12. A.**

CC - REGULAR

Meeting Date: 09/30/2014

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Approval to ratify action taken on 5/20/14 - AI#44438 Requesting consideration and authorization for Hidalgo County to execute Second Amendment to Lease entered between Banc of America Public Capital Corp and County of Hidalgo to allow for shared equipment between Hidalgo County and external entities reflecting date change and authorize County Judge to initial date change from December 12, 2013 to November 12, 2013

BACKGROUND

10/23/12 - AI#34857 - Acceptance and approval of Motorola Solutions Contract No. 23355.

11/12/13 - AI#41701 - Acceptance and approval of the Lease-Purchase Agreement for the purpose of amending the terms to make a onetime payment of $1,135,374.00 from funds provided from the Assistance of Firefighters Grant facilitated by the City of McAllen on behalf of the Hidalgo County Fire Marshal's Office.

The Second Amendment would allow for Hidalgo County to share radio equipment with other external entities. Section 15 of the Lease Agreement requires prior written consent in order to lend the equipment or permit it to be used y anyone other than the Lessee. Amending the lease would allow for the sharing of the equipment which would include a written letter to Motorola Solutions advising them of the intent of sharing equipment and an Interlocal with the external entity to be presented and approved by Commissioners Court.

Attachments

lease

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	09/24/2014 04:16 PM
Budget & Management	Veronica Ortiz	09/25/2014 04:24 PM
Obdett Calzada	Obdett Calzada	09/26/2014 01:49 PM
Purchasing Department	Monica Badillo	09/26/2014 05:46 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 09/24/2014 02:10 PM

Final Approval Date: 09/26/2014

SECOND AMENDMENT TO LEASE

This Second Amendment to Lease ("**Second Amendment**") is made and entered into as of March 31, 2014, by and between Banc of America Public Capital Corp., a Delaware corporation with its principal executive offices located at 135 South LaSalle Street, Chicago Illinois 60603 ("**Assignee**") and COUNTY OF HIDALGO, located at 2818 S Business Highway 281, Edinburg, TX 78539 ("**Lessee**").

RECITALS

WHEREAS, Assignee and Lessee are parties to that certain Equipment Lease-Purchase Agreement #23355 dated October 24, 2012 (the "**Lease**"). Pursuant to the terms and conditions of the Lease, Lessee has leased Equipment from Assignee (as defined in the Lease). Subsequently, on ~~December~~ November 12, 2013 Assignee and Lessee agreed and executed Amendment to amend section 18 of the Lease to provide Lessee to partially prepay the Lease on or before December 31, 2013.

WHEREAS, Assignee and Lessee desire to further amend the Lease to provide for the lending of Equipment to Lessee's external agency for inter-agency interoperability and support.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, conditions and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignee and Lessee hereby agree as follows:

1. Location; Inspection. Section 10 of the Lease is hereby amended by adding the following sentence after the last sentence: "Notwithstanding the foregoing, Lessee shall be permitted on notice to Lessor, to provide one or more of Lessee's mobile units to an external agency for inter-agency interoperability and support without receiving the prior written consent of Lessor."
2. Reaffirmation. Except as otherwise provided in this Second Amendment, all other terms and conditions of the Lease shall remain the same and the Lease shall remain in full force and effect.
3. Capitalized Terms. All capitalized terms used herein and not otherwise defined shall the meanings as set forth in the Lease.

IN WITNESS WHEREOF, the parties hereto have signed this Second Amendment as of the date first written above.

ASSIGNEE:	**LESSEE:**
Banc of America Public Capital Corp	COUNTY OF HIDALGO
By: _____	By: Ramon Garcia
Printed Name: Glenn Cackovic	Printed Name: Ramon Garcia
Title: SVP	Its: County Judge

3052216v1

Approved by Commissioners' Court on 5/20/14 RO

AMENDMENT TO LEASE

This Amendment to Lease ("Amendment") is made and entered into as of December 12, 2013, by and between Banc of America Public Capital Corp., a Delaware corporation with its principal executive offices located at 135 South LaSalle Street, Chicago Illinois 60603 ("Assignee") and COUNTY OF HIDALGO, located at 2818 S Business Highway 281, Edinburg, TX 78539 ("Lessee").

RECITALS

Assignee and Lessee are parties to that certain Equipment Lease-Purchase Agreement #23355 dated October 24, 2012 (the "Lease"). Pursuant to the terms and conditions of the Lease, Lessee has leased Equipment from Assignee (as defined in the Lease).

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, conditions and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignee and Lessee hereby agree as follows:

1. Modification of Purchase Option. Section 18 of the Lease is hereby amended to permit Lessee to partially prepay the Lease on or before December 31, 2013, by paying to Assignee, the amount of $1,135,374.00, provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists. Any such payment received will be first applied to accrued interest with the balance being applied to outstanding principal. The outstanding Lease amount will then be reset at the implicit rate in the deal and the remaining Lease Payments will be adjusted accordingly as shown in the Amendment No. 1 (the "Amendment"). Upon receipt of $1,135,374.00, Assignee will transfer any and all of its right, title and interest in the M2 CORE (Border Pilot) And M3, as more completely described in Exhibit A, upgrade component of Equipment to Lessee, "AS IS", without warranty, express or implied, unless available solely through Motorola Solutions, Inc., except that the Equipment is free and clear of any liens created by Assignee Payments due upon exercise by Lessee of its option to purchase the Equipment upon any of the foregoing dates shall be in such amounts as set forth opposite the applicable date in Schedule 1 attached hereto and made a part hereof. Notwithstanding the foregoing, Assignee retains its security interest in the remaining Equipment as described on Schedule A to the Lease.

2. Reaffirmation. Except as otherwise provided in this Amendment, all other terms and conditions of the Lease shall remain the same and the Lease shall remain in full force and effect.

3. Capitalized Terms. All capitalized terms used herein and not otherwise defined shall the meanings as set forth in the Lease.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment as of the date first written above.

ASSIGNEE:

Banc of America Public Capital Corp

By: _____
Title: Michelle Schmidt
Vice President

LESSEE:

COUNTY OF HIDALGO

By: _____
Its: County Judge

Amendment No.1 (the "Amendment") to Schedule B Equipment Lease-Purchase Agreement No. 23355 dated October 24, 2012 ("Schedule") to Equipment Lease-Purchase Agreement No. 23355 dated October 24, 2012 ("Agreement") by and between Banc of America Public Capital Corp. ("Assignee") and County of Hidalgo ("Lessee")

This Amendment is entered into as of December ___, 2013 by and between Banc of America Public Capital Corp. as Assignee and County of Hidalgo Lessee for the purpose of amending the above-referenced Schedule. Assignee and Lessee hereby agree to amend the Schedule as follows:

Approved by Commissioners' Court
on 11/12/13 RO

(remainder of page intentionally left blank)

AI-46612 **Sheriff's Office 12. B.**

CC - REGULAR

Meeting Date: 09/30/2014

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Sheriff's Office OCDETF - (1284):
1. Approval of FY2015 Overtime program agreement (Investigation Number SW-TXS-0910) between the Organized Crime Drug Enforcement Task Forces (OCDETF) and the Hidalgo County Sheriff's Office in the amount of $15,000.00.
2. Authorization to pay Overtime reimbursable under the grant terms and conditions.
3. Approval of Certification of Revenues as certified by the County Auditor for the OCDETF agreement.
4. Approval of appropriation of funds in the amount of $15,000.00.

BACKGROUND

Funding is for the period of 10/1/14 to 9/30/15.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 4-1284-421-00-280-064-5-131

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

BUDGETARY IMPACT:

Grant Fiscal Year: 2015
County Fiscal/ Calendar Year: 2014
Account Fiscal Year: 5

Appropriation of funds in the total amount of $15,000.00 for the Organized Crime Drug Enforcement Task Forces (OCDETF) - SW-TXS-0910.

Funding is for period of 10/1/14 to 9/30/15.

Revenue account # 4-1284-331-12-280-064-5-000 - OCDETF

Note: Expenses relating to fringe benefits for the overtime hours are to be charged to the Sheriff's Office Budget (Account No. 4-1100-421-00-280-001-0-XXX).

Attachments

OCDETF OT Renewal 2015

BA

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	09/24/2014 09:00 AM
Budget & Management	Debbie Tamez	09/24/2014 02:14 PM
Rosalinda Cantu	Rosie Cantu	09/25/2014 04:28 PM
Manuel Chapa	Manuel Chapa	09/26/2014 01:50 PM
Purchasing Department	Monica Badillo	09/26/2014 05:46 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 09/19/2014

Final Approval Date: 09/26/2014

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
Agreement
FOR THE USE OF THE STATE AND LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM

Federal Tax Identification #: 74-6000717 DC#: P-32-
CFDA #: 16.111

Amount Requested:

$ 15,000.00

Number of Officers Listed: $ 1

OCDETF Investigation / Strategic Initiative Number: SW-TXS-0910

Federal Agency Investigation Number: M5-13-0022

From: October 1, 2014
Beginning Date of Agreement
To: September 30, 2015
Ending Date of Agreement

State or Local Agency Name and Address:
Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg, TX

State or Local Agency Narcotics Supervisor: Captain Raul Cantu
Telephone Number: (956) 383-8114
E-mail Address: raul.cantu@hidalgoso.org
Fax # (if applicable): (956) 393-6179

Sponsoring Federal Agency Group/Squad Supervisor: GS Jesus R. Gonzalez
Telephone Number: (956) 992-8427
E-mail Address: jesus.r.gonzalez@usdoj.gov

Sponsoring Federal Agency(ies):
Drug Enforcement Administration

Please provide the name, telephone number, e-mail address, and fax number for the **administrative or financial staff person at the State or Local Agency, who is directly responsible for the billing on the Reimbursement Request:**

Name: Hector Sandoval, Grant Accountant
Telephone Number: (956) 318-2511
E-mail Address: hector.sandoval@auditor.co.hidalgo.tx.us
Fax # (if applicable): (956) 318-2577

This Agreement is between the above named State or Local Law Enforcement Agency and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This Agreement shall be effective when signed by an authorized State or Local Agency official, the sponsoring Federal Agency Special Agent-In-Charge, the sponsoring Agency Regional OCDETF Coordinator, the Assistant United States Attorney Regional OCDETF Director, and the OCDETF Executive Office.

1. It is agreed that the State or Local Law Enforcement officers named on this Agreement will assist in OCDETF Investigations, Strategic Initiatives and prosecutions as set forth in the Organized Crime Drug Enforcement Task Forces State and Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2015.

2. No individual Agreement with a State or Local department may exceed $25,000, and the cumulative amount of OCDETF State and Local overtime monies that may be expended on a single OCDETF Investigation or Strategic Initiative in a single fiscal year may not exceed $50,000 without express prior approval from the OCDETF Executive Office. The OCDETF Executive Office will entertain requests to exceed these funding levels in particular cases. Please submit a written request including justification approved by the AUSA Regional Director to the OCDETF Budget Officer/Deputy Budget Officer when seeking to exceed the above stated funding levels.

3. Each Reimbursable Agreement will be allowed no more than six (6) modifications per year. In addition, if the funds for a particular Agreement are completely deobligated with the intention of closing that Agreement, it will not count as a modification for purposes of this policy. These amendments must be transmitted by a memorandum approved and signed by the AUSA Regional OCDETF Director or designee for the region and sent to the OCDETF Executive Office.

4. If an Agreement does not have any activity during the last ninety (90) days, the funds shall automatically be deobligated. The OCDETF Executive Office will assist with the monitoring of the aging Agreements. Further, if a State or Local Agency indicates that it is no longer performing work under a particular Agreement, the State and Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual requires that a modification memorandum identifying the amount to be deobligated be submitted to the OCDETF Executive Office as soon as possible after determining that no work is being performed.

5. The State and Local Law Enforcement Agency must provide billing estimates or activity on a quarterly basis.

6. The State or Local Law Enforcement Agency agrees to provide experienced drug Law Enforcement officers who are identified in this Agreement to work on the specified OCDETF Investigation or Strategic Initiative. Any change in Law Enforcement officers assigned must be agreed to by all approving officials.

7. Officers who are not deputized shall possess no Law Enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent Agency.

8. Officers who are deputized may possess Federal Law Enforcement authority as specified by the Agency affording the deputation.

9. Any State or Local officers assigned to an OCDETF Investigation or Strategic Initiative in accordance with this Agreement are not considered Federal employees and do not take on the benefits of Federal employment by virtue of their participation in the Investigation or Strategic Initiative.

10. OCDETF and the sponsoring Federal Law Enforcement Agency(ies) for the approved OCDETF Investigation or Strategic Initiative will provide to the assigned State/Local officers the clerical, operational and administrative support that is mutually agreed to by the parties in this Agreement.

11. Officers assigned to OCDETF Investigations or Strategic Initiatives should work full-time on the Investigation(s) or Strategic Initiative(s) in order to be paid overtime. In order to satisfy the "full-time" requirement, a Law Enforcement officer should work forty (40) hours per week or eight (8) hours per day on a single or multiple OCDETF Investigation(s) or Strategic Initiative(s). Any established exceptions or waivers to this definition shall be requested by the Regional Coordination Group and attached as Addendum A to the Agreement. [The parent State or Local Agency must pay the base salary of its officers. In the event officers must work overtime on an OCDETF Investigation or Strategic Initiative, the OCDETF Program will reimburse the parent State or Local Law Enforcement Agency for a limited amount of those overtime costs.] The Agency is responsible for paying its Law Enforcement officer(s) for their overtime, travel and per diem expenses. To ensure proper and complete utilization of OCDETF overtime and expense allocations, reimbursement claims must be submitted monthly on the OCDETF Reimbursement Request Form. The OCDETF Executive Office may refuse payment on any reimbursement request that is not submitted to the OCDETF Regional Coordination Group within thirty (30) days of the close of the month in which the overtime was worked.

12. It is the responsibility of the State & Local Agency to retain and have available for inspection sufficient supporting documentation for all regular hours and overtime hours worked towards a specific OCDETF case. Officers' timesheets must reflect work towards a specific OCDETF case and must be reviewed and signed by an authorized State & Local official.

13. Analysis of reimbursement claims by the Regional Coordination Group may result in a modification of the obligation of funds contained within this Agreement as well as the time period covered. The Agency affected by any such modification will receive a memo notifying them of the changes.

14. Overtime payments, including all other non-OCDETF Federal sources (such as Safe Streets, HIDTA, IRS, ICE, FEMA, etc.) may not, on an annual per person basis, exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed. The State or Local Agency is responsible for ensuring that this annual payment is not exceeded. The Executive Assistant/OCDETF Program Specialist will monitor these payments via MIS and communicate to the Federal Agency Regional OCDETF Coordinators who provide status updates to any officer approaching the threshold.

15. The overtime log must be attached to the reimbursement request when submitting the monthly invoices. The Sponsoring Federal Agency Supervisory Special Agent and the State or Local official authorized to approve the Reimbursement Request must certify that only authorized expenses are claimed, the regular hours requirement is satisfied, and that overtime has not exceeded 25% of the current Federal salary rate in effect at the time the overtime was worked.

16. Under no circumstances will the State or Local Agency charge any indirect costs for the administration or implementation of this Agreement.

17. The State or Local Agency shall maintain complete and accurate records and accounts of all obligations and expenditures of funds under this Agreement for a period of six (6) years and in accordance with generally accepted accounting principles to facilitate inspection and auditing of such records and accounts.

18. The State or Local Agency shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal Agency(ies), the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of any and all records, documents, accounts, invoices, receipts, or expenditures relating to this Agreement. Failure to provide proper documentation will limit State or Local Law Enforcement Agencies from receiving OCDETF funding in the future.

19. The State or Local Agency will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF Agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.

20. This Agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.

21. The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. All participating State and Local Agencies must complete and submit the attached EFT form. The OCDETF Executive Office must receive one EFT form from each participating Agency or police department prior to processing their reimbursement payments. In certain circumstances the OCDETF Executive Office may make exceptions for Agencies that are unable to accept this form of payment, however, such Agencies must include written justification in the addendum of each new Agreement.

22. All changes made to the original Agreement must be approved by the OCDETF Executive Office and initialed by the Executive Assistant/OCDETF Program Specialist of the Regional Coordination Group making the revision. The AUSA Regional OCDETF Director or designee must initial all funding changes.

23. The Regional Coordination Group is responsible for identifying and implementing any additional policy requirements, as needed, for its specific region. Those regional policies will be documented in the Addendum B and attached to the approved Agreement. The Agencies are agreeing to adhere to these additional requirements and must have written approval by the Regional Coordination Group for any exceptions to the regional policies.

This Agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth and agreed to herein represent projections only and are based upon consultation between the sponsoring Federal Agency and the State or Local Law Enforcement Agency. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF Investigation or Strategic Initiative. Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the Agreement have been met.

Each Agreement must be approved and signed by a State or Local Law Enforcement Agency official who has supervisory authority over, and is authorized to assign, the participating Law Enforcement officers to the OCDETF Investigation or Strategic Initiative.

Approved By: J. E. "Eddie" Guerra, Sheriff — 9/18/14
Authorized State or Local Official *Title* *Date*

Approved By: Stephen M. Jenkins, ASAC — 9/16/14
Sponsoring Federal Agency Special Agent in Charge or Designee *Date*

Approved By: _____
Sponsoring Agency Regional OCDETF Coordinator *Date*

Approved By: _____
Assistant United States Attorney Regional OCDETF Director *Date*

Funds are encumbered for the State/Local Agency overtime costs and authorized expense/Strategic Initiative Programs specified above. **Subject to availability of funds.**

Funds Certified: _____
OCDETF Executive Office *Date*

Approving Official: _____
OCDETF Executive Office *Date*

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

STATE OR LOCAL LAW ENFORCEMENT OFFICERS ASSIGNED TO PARTICIPATE IN THE STATE AND LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAMS

State or Local Agency: Hidalgo County Sheriff's Office

OCDETF Investigation / Strategic Initiative Number: SW-TXS-0910

The Law Enforcement officers listed below will assist with the above identified OCDETF Investigation or Strategic Initiative. Any modification of the list of Law Enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

	NAME	TITLE/RANK	DOB
1.	Jorge E. Alvarez	Senior Deputy II	07/09/1968
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Addendum A

Definition of "Full-Time Participation" Exemption

The Southwest Region Coordination Group includes in the definition of "full-time participation" as the State/Local Law Enforcement Officer working the same hours on the assigned investigations as that of the case agent. Some regular hours must be worked before overtime will be reimbursed

Additionally, there will be exceptions for special circumstances for one-time events such as canine searches and aerial surveillance etc. All special circumstances must be approved in writing via E-Mail by the Regional Coordination Group prior to use. If special circumstances are NOT approved in advance, the exception may not be granted

Any Other Exceptions or Justifications

Addendum B

Identification of Additional Policy Requirements

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

PAYEE/COMPANY INFORMATION (State & Local Agency name and address must match Agreement cover sheet)

Name:	Hidalgo County Sheriff's Office		
Address:	100 E. Cano, 3rd Floor		
	Edinburg, TX 78539		
Taxpayer ID Number:	746000717		
Contact Person Name:	Norma Garcia	Telephone Number: (956) 318-2506	Ext:

FINANCIAL INSTITUTION INFORMATION

Bank Name:	Lone Star National Bank
Nine-Digit ABA Routing Transit Number:	114911687
Depositor Account Number:	71015647
Type of Account: (checking/savings)	Checking

Please return with the Reimbursable Agreement

The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). A benefit of receiving payments by EFT is that your funds are directly deposited to your account at a financial institution and are available to you on the date of payment.

If you have any question regarding the delivery of remittance information, please contact the financial institution (bank) where your account is held.

If you have any question on the completion of this form, please contact the OCDETF State and Local EFT Coordinator at 202-514-1860

To inquire about a bill please contact: https://www.ipp.gov/

DATE: **September 19, 2014**
DEPARTMENT HEAD: **Sheriff J.E. "Eddie" Guerra**
DEPARTMENT NAME: **OCDETF Overtime FY2015**
ACCOUNT NUMBER: **4-1284-421-00-280-064-5-131**

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
4-1284-421-00-280-064-5-131	Overtime Pay	15,000.00

	TOTAL APPROPRIATIONS	15,000.00
4-1284-331-11-280-064-5-000	Organized Crime Drug Enforcement Task Force (OCDETF)	15,000.00
	TOTAL REVENUES	15,000.00

REASON: **To appropriate budget for the overtime hours for officer assigned to OCDETF investigations (Number SW-TXS-0910)**

Funding period is October 1, 2014 to September 30, 2015.

Note: Expenses relating to fringe benefits for the overtime hours are to be charged to the Sheriff's Office Budget (Account #4-1100-421-00-280-001-0-XXX).

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-46313 **Tax Office 13. A.**

CC - REGULAR

Meeting Date: 09/30/2014

Submitted By: Edgar Jaramillo, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Approval of Annual Report for the period of July 1, 2013 through June 30, 2014

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/04/2014 10:38 AM
Glinda Pacheco	Glinda Pacheco	09/05/2014 09:47 AM
Purchasing Department	Monica Badillo	09/26/2014 05:46 PM

Form Started By: Edgar Jaramillo Started On: 09/03/2014 03:46 PM

Final Approval Date: 09/26/2014

AI-46677 **Tax Office 13. B.**

CC - REGULAR

Meeting Date: 09/30/2014

Submitted By: Edgar Jaramillo, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Approval of Amendment to Interlocal Agreements between County of Hidalgo, for tax assessment and collection with the following entities: City of Palmview,City of Penitas, City of La Villa, City of Granjeno, City of San Juan, Edcouch-Elsa ISD.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Revenues coming to the county

Attachments

Inter-Locals

LEGAL

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/25/2014 11:43 AM
Manuel Chapa	Manuel Chapa	09/26/2014 04:16 PM
Purchasing Department	Monica Badillo	09/26/2014 05:46 PM

Form Started By: Edgar Jaramillo Started On: 09/24/2014 10:15 AM

Final Approval Date: 09/26/2014

STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO
INTER-LOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION ("AMENDMENT"), dated Sept. 9, 2014, is made between the **CITY OF Palmview**, hereinafter referred to as "CITY," and Hidalgo County, hereinafter referred to as "COUNTY", pursuant to the provisions of the Texas Inter-local Cooperation Act, as follows:

WHEREAS, on or about JUNE 02, 2009 COUNTY entered into an Inter-local Cooperation Agreement "(Inter-local)" with CITY for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and CITY, now desire to amend the Inter-local as hereinafter provided.

NOW THEREFORE, for the purpose stated herein, COUNTY and CITY hereby agree to the following amendments to the Inter-local:

1. Section VI of the Inter-local is amended to read as follows:

    1. CITY hereby agrees to pay and COUNTY agrees to accept a fee of $22,056.00 of all current and delinquent base taxes collected from October 1st through September 30, 2015. For subsequent years after reviewing actual collection costs, COUNTY will submit to CITY, prior to July 1st, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. CITY will have until August 1st to accept the recommended fee.

    2. COUNTY will be paid by deducting the fee at the rate of $1,838.00 from monthly collections and will submit Monthly Collections Reports. For following years, if the fee changes, the COUNTY will be paid by deducting the fee at the rate of 1/12th collection fee from monthly collections and will submit Monthly Collections Reports.

2. Except as modified herein, all terms and conditions of the Inter-local, as amended, remain in full force and effect.

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

CITY OF PALMVIEW

BY: _____

Gerardo Perez
City of Palmview Mayor

ATTEST: _____

Aida Rivas
City Secretary

HIDALGO COUNTY

By: _____

Ramon Garcia
Hidalgo County Judge

ATTEST:

_____

Arturo Guajardo Jr.
Hidalgo County Clerk

STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO
INTER-LOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION ("AMENDMENT"), dated _____, is made between the **CITY OF Penitas**, hereinafter referred to as "CITY," and Hidalgo County, hereinafter referred to as "COUNTY", pursuant to the provisions of the Texas Inter-local Cooperation Act, as follows:

WHEREAS, on or about April 6, 1999 COUNTY entered into an Inter-local Cooperation Agreement "(Inter-local)" with CITY for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and CITY, now desire to amend the Inter-local as hereinafter provided.

NOW THEREFORE, for the purpose stated herein, COUNTY and CITY hereby agree to the following amendments to the Inter-local:

1. Section VI of the Inter-local is amended to read as follows:

    1. CITY hereby agrees to pay and COUNTY agrees to accept a fee of $3,096.00 of all current and delinquent base taxes collected from October 1st through September 30, 2015. For subsequent years after reviewing actual collection costs, COUNTY will submit to CITY, prior to July 1st, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. CITY will have until August 1st to accept the recommended fee.

    2. COUNTY will be paid by deducting the fee at the rate of $258.00 from monthly collections and will submit Monthly Collections Reports. For following years, if the fee changes, the COUNTY will be paid by deducting the fee at the rate of 1/12th collection fee from monthly collections and will submit Monthly Collections Reports.

2. Except as modified herein, all terms and conditions of the Inter-local, as amended, remain in full force and effect.

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

CITY OF PENITAS

BY:_____

Marcos Ochoa
City of Penitas Mayor

ATTEST:

_____

Ana Valdez
City Secretary

HIDALGO COUNTY

By:_____

Ramon Garcia
Hidalgo County Judge

ATTEST:

_____

Arturo Guajardo Jr.
Hidalgo County Clerk

STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO
INTER-LOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION ("AMENDMENT"), dated Aug. 13, 2014, is made between the **CITY OF La Villa**, hereinafter referred to as "CITY," and Hidalgo County, hereinafter referred to as "COUNTY", pursuant to the provisions of the Texas Inter-local Cooperation Act, as follows:

WHEREAS, on or about August 29, 1996, COUNTY entered into an Inter-local Cooperation Agreement "(Inter-local)" with CITY for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and CITY, now desire to amend the Inter-local as hereinafter provided.

NOW THEREFORE, for the purpose stated herein, COUNTY and CITY hereby agree to the following amendments to the Inter-local:

1. Section VI of the Inter-local is amended to read as follows:

    1. CITY hereby agrees to pay and COUNTY agrees to accept a fee of $3,024.00 of all current and delinquent base taxes collected from October 1st through September 30, 2015. For subsequent years after reviewing actual collection costs, COUNTY will submit to CITY, prior to July 1st, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. CITY will have until August 1st to accept the recommended fee.

    2. COUNTY will be paid by deducting the fee at the rate of $252.00 from monthly collections and will submit Monthly Collections Reports. For following years, if the fee changes, the COUNTY will be paid by deducting the fee at the rate of 1/12th collection fee from monthly collections and will submit Monthly Collections Reports.

2. Except as modified herein, all terms and conditions of the Inter-local, as amended, remain in full force and effect.

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

CITY OF LA VILLA

BY: _____

Hector Elizondo
City of LA VILLA Mayor

ATTEST: _____

Lupita Suarez
City Secretary

HIDALGO COUNTY

By: _____

Ramon Garcia
Hidalgo County Judge

ATTEST:

_____

Arturo Guajardo Jr.
Hidalgo County Clerk

STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO
INTER-LOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION ("AMENDMENT"), dated Aug. 19, 2014, is made between the **CITY OF Granjeno**, hereinafter referred to as "CITY," and Hidalgo County, hereinafter referred to as "COUNTY", pursuant to the provisions of the Texas Inter-local Cooperation Act, as follows:

WHEREAS, on or about June 15, 2006, COUNTY entered into an Inter-local Cooperation Agreement "(Inter-local)" with CITY for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and CITY, now desire to amend the Inter-local as hereinafter provided.

NOW THEREFORE, for the purpose stated herein, COUNTY and CITY hereby agree to the following amendments to the Inter-local:

1. Section VI of the Inter-local is amended to read as follows:

    1. CITY hereby agrees to pay and COUNTY agrees to accept a fee of $2,760.00 of all current and delinquent base taxes collected from October 1st through September 30, 2015. For subsequent years after reviewing actual collection costs, COUNTY will submit to CITY, prior to July 1st, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. CITY will have until August 1st to accept the recommended fee.

    2. COUNTY will be paid by deducting the fee at the rate of $230.00 from monthly collections and will submit Monthly Collections Reports. For following years, if the fee changes, the COUNTY will be paid by deducting the fee at the rate of 1/12th collection fee from monthly collections and will submit Monthly Collections Reports.

2. Except as modified herein, all terms and conditions of the Inter-local, as amended, remain in full force and effect.

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

CITY OF GRANJENO

BY:_____

Yvette Cabrera
City of Granjeno Mayor

ATTEST:

_____

Martin Villarreal
City Manager

HIDALGO COUNTY

By:_____

Ramon Garcia
Hidalgo County Judge

ATTEST:

_____

Arturo Guajardo Jr.
Hidalgo County Clerk

STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO
INTER-LOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION ("AMENDMENT"), dated _____, is made between the **CITY OF SAN JUAN**, hereinafter referred to as "CITY," and Hidalgo County, hereinafter referred to as "COUNTY", pursuant to the provisions of the Texas Inter-local Cooperation Act, as follows:

WHEREAS, on or about April 11, 2006, COUNTY entered into an Inter-local Cooperation Agreement "(Inter-local)" with CITY for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and CITY, now desire to amend the Inter-local as hereinafter provided.

NOW THEREFORE, for the purpose stated herein, COUNTY and CITY hereby agree to the following amendments to the Inter-local:

1. Section VI of the Inter-local is amended to read as follows:

    1. CITY hereby agrees to pay and COUNTY agrees to accept a fee of $38,592.00 of all current and delinquent base taxes collected from October 1st through September 30, 2015. For subsequent years after reviewing actual collection costs, COUNTY will submit to CITY, prior to July 1st, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. CITY will have until August 1st to accept the recommended fee.

    2. COUNTY will be paid by deducting the fee at the rate of $3,216.00 from monthly collections and will submit Monthly Collections Reports. For following years, if the fee changes, the COUNTY will be paid by deducting the fee at the rate of 1/12th collection fee from monthly collections and will submit Monthly Collections Reports.

2. Except as modified herein, all terms and conditions of the Inter-local, as amended, remain in full force and effect.

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

CITY OF SAN JUAN

BY: _____

San Juanita Sanchez
City of San Juan Mayor

ATTEST:

_____

Humberto Rodriguez
City Secretary

HIDALGO COUNTY

By: _____

Ramon Garcia
Hidalgo County Judge

ATTEST:

_____

Arturo Guajardo Jr.
Hidalgo County Clerk

STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO
INTER-LOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION ("AMENDMENT"), dated _____, is made between the **School District of Edcouch-Elsa**, hereinafter referred to as "SCHOOL DISTRICT," and Hidalgo County, herein after referred to as "COUNTY", pursuant to the provisions of the Texas Inter-local Cooperation Act, as follows:

WHEREAS, on or about August 6, 2002, COUNTY entered into an Inter-local Cooperation Agreement "(Inter-local)" with SCHOOL DISTRICT for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and SCHOOL DISTRICT, now desire to amend the Inter-local as hereinafter provided.

NOW, THEREFORE, for the purposes stated herein, COUNTY and SCHOOL DISTRICT hereby agree to the following amendments to the inter-local:

1. Section VI of the Inter-local is amended to read as follows:

    1. SCHOOL DISTRICT hereby agrees to pay and COUNTY agrees to accept a fee of $30,096.00 of all current and delinquent base taxes collected from September 1st through August 31st. For subsequent years after reviewing actual collection costs, COUNTY will submit to SCHOOL DISTRICT, prior to May 1st, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. SCHOOL DISTRICT will have until June 1st to accept the recommended fee.
    2. COUNTY will be paid by deducting the fee at the rate of $2,508.00 from monthly collections and will submit Monthly Collections Reports. For the following years, if the fee changes the COUNTY will be paid by deducting the fee at the rate of 1/12th collection fee from monthly collections and will submit Monthly Collections Reports.

2. Except as modified herein, all terms and conditions of the Inter-local, as amended, remain in full force and effect.

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

SCHOOL DISTRICT OF EDCOUCH-ELSA

BY: _____

Jose L. Saldivar
President, Board of Trustees

ATTEST:

_____

Genesis Montalvo
Secretary, Board of Trustees

HIDALGO COUNTY

By: _____

Ramon Garcia
Hidalgo County Judge

ATTEST:

_____

Arturo Guajardo Jr.
Hidalgo County Clerk

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

FW: Interlocal Renewal Review Request

From : Linda Fong <linda.fong@auditor.co.hidalgo.tx.us> Fri, Aug 22, 2014 02:30 PM
Subject : FW: Interlocal Renewal Review Request 2 attachments
To : 'Monica Badillo' <monica.badillo@co.hidalgo.tx.us>

Please attach this email to agenda item regular AI-46143.

From: Edgar Jaramillo [mailto:edgar.jaramillo@hidalgocountytax.org]
Sent: Friday, August 22, 2014 9:18 AM
To: Linda Fong
Subject: FW: Interlocal Renewal Review Request

Linda,

Good morning! Please read below where we were in communication with Michael Garza from the District Attorney's office. It's the same template that we use for both Schools and Cities.

Thanks!

From: Julio Espinosa
Sent: Friday, August 22, 2014 9:03 AM
To: Edgar Jaramillo
Subject: FW: Interlocal Renewal Review Request

We received the revised template on 5/19.

Sincerely,

Julio Espinosa

Hidalgo County Tax Office, Chief Accountant
2804 S US Hwy 281
Edinburg, Texas 78540
956-318-2157 Ext 4718

From: Michael Garza [mailto:michael.garza@da.co.hidalgo.tx.us]
Sent: Monday, May 19, 2014 3:49 PM
To: Julio Espinosa
Cc: victor.garza@da.co.hidalgo.tx.us; Edgar Jaramillo; Eva Mireles
Subject: RE: Interlocal Renewal Review Request

Julio,

Attached is the revised template that should be used for the school districts. Please have the school districts rescind the prior amendment your office sent them and have them approve the revised one.

Should you have any questions or concerns, please do not hesitate to contact me.

Michael Garza
Assistant Criminal District Attorney
County Affairs Section

Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3824
(956) 318-2079 FAX
michael.garza@da.co.hidalgo.tx.us

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****

From: Julio Espinosa [mailto:julio.espinosa@hidalgocountytax.org]
Sent: Monday, May 19, 2014 1:12 PM
To: michael.garza@da.co.hidalgo.tx.us
Cc: victor.garza@da.co.hidalgo.tx.us; Edgar Jaramillo; Eva Mireles
Subject: RE: Interlocal Renewal Review Request

Hi Michael,

We just wanted to follow up on this. We provided the original Donna ISD agreement and the template for the interlocal amendment (in this case Donna ISD). Have you guys had a chance to review the Donna ISD amendment? We have just about all of them signed and returned from the School Districts and wanted to get them on the Agenda for CC approval soon. Please advice. Thanks!

Sincerely,

Julio Espinosa
Hidalgo County Tax Office, Chief Accountant
2804 S US Hwy 281
Edinburg, Texas 78540
956-318-2157 Ext 4718

From: Julio Espinosa
Sent: Wednesday, April 30, 2014 10:41 AM
To: 'michael.garza@da.co.hidalgo.tx.us'
Cc: victor.garza@da.co.hidalgo.tx.us
Subject: FW: Interlocal Renewal Review Request

Attached is the original contract for Donna ISD.

Sincerely,

Julio Espinosa
Hidalgo County Tax Office, Chief Accountant
2804 S US Hwy 281
Edinburg, Texas 78540
956-318-2157 Ext 4718

From: Edgar Jaramillo
Sent: Wednesday, April 30, 2014 10:28 AM

To: Julio Espinosa
Subject: RE: Interlocal Renewal Review Request

Here Is the original contract for Donna ISD

From: Julio Espinosa
Sent: Wednesday, April 30, 2014 9:45 AM
To: michael.garza@da.co.hidalgo.tx.us
Cc: victor.garza@da.co.hidalgo.tx.us; Edgar Jaramillo
Subject: RE: Interlocal Renewal Review Request

Yes, I agree. That date should be left blank and filled in the date it gets approved by Comm Court. For some reason, I thought the date the agreement was executed would be towards the end but it's not. Is it implied that the starting date of this renewal is Sept 1st or do we need to be more specific? The main reason for the renewal is ONLY to point out the new fee.

Sincerely,

Julio Espinosa
Hidalgo County Tax Office, Chief Accountant
2804 S US Hwy 281
Edinburg, Texas 78540
956-318-2157 Ext 4718

From: Michael Garza [mailto:michael.garza@da.co.hidalgo.tx.us]
Sent: Tuesday, April 29, 2014 4:42 PM
To: Julio Espinosa
Cc: victor.garza@da.co.hidalgo.tx.us; Edgar Jaramillo
Subject: RE: Interlocal Renewal Review Request

Julio,

I was wondering about the September 1 at the top of the interlocal. That's where we put the date the commissioners court approves the interlocal.

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: Julio Espinosa [mailto:julio.espinosa@hidalgocountytax.org]

Sent: Tuesday, April 29, 2014 4:36 PM
To: michael.garza@da.co.hidalgo.tx.us
Cc: victor.garza@da.co.hidalgo.tx.us; Edgar Jaramillo
Subject: RE: Interlocal Renewal Review Request

Edgar, could you please forward a the copy to Michael? Thanks

Michael, I was referring to Section 1-A. The September 1, 2014 would be the starting date of the new fee for this renewal agreement (period). I was asking if we needed to put the year there or is it implied by the September 1st date on the top.

1. Section VI of the Inter-local is amended to read as follows:

"A. SCHOOL DISTRICT hereby agrees to pay and COUNTY agrees to accept a fee of $77,172.00 of all current and delinquent base taxes collected from September 1st through August 31st. For subsequent years after reviewing actual collection costs, COUNTY will submit to SCHOOL DISTRICT, prior to May 1st, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. SCHOOL DISTRICT will have until June 1st to accept the recommended fee.

B. COUNTY will be paid by deducting the fee at the rate of $6,431.00 from monthly collections and will submit Monthly Collections Reports"

Sincerely,

Julio Espinosa
Hidalgo County Tax Office, Chief Accountant
2804 S US Hwy 281
Edinburg, Texas 78540
956-318-2157 Ext 4718

From: Michael Garza [mailto:michael.garza@da.co.hidalgo.tx.us]
Sent: Tuesday, April 29, 2014 4:29 PM
To: Julio Espinosa
Cc: victor.garza@da.co.hidalgo.tx.us; Edgar Jaramillo
Subject: RE: Interlocal Renewal Review Request

Julio,

Can you provide me with the agreement that was entered into on August 18, 2009, that the renewal is amending?

Also, any reason that you want the date the agreement is made to be Sept. 1, 2014? We usually put the date that commissioners court approves the interlocal at the top.

Let me know. Thanks,

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: Julio Espinosa [mailto:julio.espinosa@hidalgocountytax.org]
Sent: Tuesday, April 29, 2014 3:55 PM
To: michael.garza@da.co.hidalgo.tx.us
Cc: victor.garza@da.co.hidalgo.tx.us; Edgar Jaramillo
Subject: Interlocal Renewal Review Request

Michael,

As we mentioned yesterday, we have already sent these “renewals” to all school districts. Next week, we should be sending all “renewals” to the cities. As for the schools, we have received a few back approved. We were going to follow up with the districts so that we could present all of them at once to Court. By looking at the renewal template attached, I can see that we do not specify a the year (it should be Sept 1 2014 through Aug 31 2015). We are now renewing them in a way where the period is the same as the district’s fiscal year. For McAllen ISD, it would be Jul 1 – Jun 30.

Please review and advise of any changes need to be made. Once we get your proposed revision, we will present all School renewals to Commissioner’s Court at once. The same will be for Cities when we get those. Thanks for your help again.

Sincerely,

Julio Espinosa
Hidalgo County Tax Office, Chief Accountant
2804 S US Hwy 281
Edinburg, Texas 78540
956-318-2157 Ext 4718

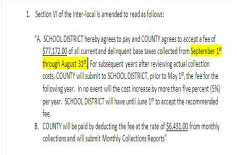

image001.jpg
37 KB

2014 Interlocal Amendment - Template - Revised.docx
14 KB

AI-46733 **Health & Human Services Dept. 14. A.**

CC - REGULAR

Meeting Date: 09/30/2014

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval to support UT-RGV grant application to the Methodist Healthcare Ministries of South Texas Inc. Hidalgo County Health & Human Services Dept. will assist in providing existing facility and equipment to support grant's scope of work.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

Hidalgo County Health & Human Services Dept. will assist in providing existing facility and equipment to support grant's scope of work.

Attachments

Document

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/26/2014 11:27 AM
Manuel Chapa	Manuel Chapa	09/26/2014 01:47 PM
Purchasing Department	Monica Badillo	09/26/2014 05:46 PM

Form Started By: Mike Escaname Started On: 09/26/2014 10:04 AM

Final Approval Date: 09/26/2014

METHODIST HEALTHCARE MINISTRIES OF SOUTH TEXAS, INC.
INVITED APPLICATION FOR GRANT FUNDS

Organization: _____
Project Title: _____

Brief Narrative

MHM is a participant in the Common Grant Application of the San Antonio Funders' Group.

Narrative should not be long or elaborate (please, no fonts smaller than 12 point). Answer those questions relevant to your proposed program. **Attachment must be in Word format (please, no PDFs for the narrative).**

1. **Problem or Need.** (Limit: 250 words)
   Describe the problem or need your program/project will address. (Note: The problem statement is *not* the same as the description of the population to be served; nor is this the place to describe your program.)

   [Insert answer here]

2. **People to be Served**. (Limit: 200 words)
   Describe the population to be served by this program/project (with information such as age, gender, ethnicity, geographic area(s), income and/or poverty level). Please be sure to mention any demographics or other conditions that are important to this funder (for example, if this funder specializes in a particular population, health condition, etc., be sure to address that).

   [Insert answer here]

3. **Program/Project Description** (Limit: 250 words)
   Describe the program/project for which funding is being requested and its primary purpose. Briefly describe how the funds will be used (including program/project activities).

   [Insert answer here]

4. **Answer one of these two bullet points, depending on whether your program/project is ongoing, or new to your agency** (Limit: 250 words)
   - If this is an *ongoing* program/project: What have been past indicators of success? What have been challenges to achieving success? Any recent enhancements?
   - If this is a *new* program/project (new to your agency): What is the basis for expecting that the program/project will succeed? (Anecdotal information? Evidence-based practices? Literature review? Other?)

   [Insert answer here]

METHODIST HEALTHCARE MINISTRIES OF SOUTH TEXAS, INC.
INVITED APPLICATION FOR GRANT FUNDS

Organization: _____
Project Title: _____

5. **Do you plan to collaborate with any other organizations *on this program/project*?** If so, which ones and how? (If more than four agencies, state the number of agencies you collaborate with, and include an attachment listing their names.) (Limit: 200 words)

   [Insert answer here]

6. **How does this program/project fit with your organization's mission?** (Limit: 150 words)

   [Insert answer here]

7. **Any plans to sustain this program/project other than grants?** We assume most nonprofits will sustain/continue their programs/projects by seeking additional grants. (Limit: 100 words)

   [Insert answer here]

8. **Program/Project Evaluation**. (Limit: 400 words)
   What change will occur in clients' lives as a result of this program/project, and how will you know that this has happened? (Identify the measurement tools you will use – qualitative or quantitative.) If your program/project does not produce lasting change in clients' lives, discuss other ways the program/project is making a difference.

   [Insert answer here]

Organization Name:

Program Title:

Compliance Questions

*These questions are for **all** programs that provide direct services (report productivity)*
Please respond to each question after the question. Do not skip a question.
If your response is "not applicable", please explain why.

1. In 2013, thinking about your organization as a whole and all its programs:
    a. what was the total number of uninsured clients served by your organization?
    b. of that total, how many would be considered MHM funded clients?

2. Thinking about the program for which you are requesting funding (not the number served by your organization as a whole, unless they are the same):
    a. how many clients will your MHM funded program serve?
    b. how many of these clients will be paid for by MHM funding?
    c. how do you determine whether MHM funding is covering your clients?

3. If you use Federal Poverty Level to determine cutoff eligibility for an MHM-funded patient, what percent do you use? (For example, below 200% FPL) Why did you choose this percentage?

    If you do not use the Federal Poverty Level for eligibility, please describe eligibility requirements, if any, for an MHM-funded patient.

4. What are the insurance requirements for an MHM-funded patient? (In other words, do you require that they be completely uninsured? Underinsured? Other?)

5. How would you identify MHM funded patients in your system?

6. How will you select which patients will be on your itemized patient care report included in your disbursement request?

7. Once MHM reimbursement is received, how will you apply the payment to MHM patients in your system?

8. In your grant application, you projected a number of visits/encounters. Please describe what you are counting; for example, visits, encounters, mental health hours, applications, etc.

9. How do you gather the data indicating how many visits or encounters have been provided? Where and how is it recorded?

10. For your grant, you will be reporting outcome results. How will you gather the data to arrive at the percentage of the goal achieved?

11. Where and how is the data regarding outcomes recorded? If you use a survey instrument or scale, please describe.

AI-46556 **Adult Probation 15. A.**

CC - REGULAR

Meeting Date: 09/30/2014

Submitted By: Rodolfo Perez, ADULT PROBATION

Department: ADULT PROBATION

Information

CAPTION

1. Prostitution Prevention Court (HOPE) Program (1289):
A. Approval to accept the Prostitution Prevention Court (HOPE) Program grant award from the Office of the Governor (Criminal Justice Division) in the amount of $150,000.00.
B. Approval of certification of revenues as approved by the County Auditor's Office for the Prostitution Prevention Court (HOPE) Program grant.
C. Approval of appropriation of funds.

2. Monitoring Compliance for High Risk Offenders Program (1289):
A. Approval to accept the Monitoring Compliance for High Risk Offenders Program grant award from the Office of the Governor (Criminal Justice Division) in the amount of $50,000.00.
B. Authorization to pay overtime reimbursable under the grant terms and conditions.
C. Approval of certification of revenues as approved by the County Auditor's Office for the Monitoring Compliance for High Risk Offenders Program grant.
D. Approval of appropriation of funds.

BACKGROUND

The goal of the project is to reduce recidivism, rehabilitate offenders and protect the community through collaboration between the Hidalgo County CSCD and the Hidalgo County Sheriff's Office. The purpose of this grant is to pay an off-duty Sheriff Deputy and/or Law Enforcement Officer to accompany the Adult Probation Officer to field visits of high risk offenders in Hidalgo County in specialized programs to monitor compliance with their court-ordered conditions of probation, increasing the community safety.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Grant Fiscal Year: 2015
County Fiscal/ Calendar Year: 2014
Account Fiscal Year: 5

HIGH RISK OFFENDERS:

Expenditure Acct: 4-1289-423-00-320-042-5-XXX
Revenue Acct: 4-1289-331-12-320-042-5-000

Grant# 2725302
Grant Period: 10-1-14 / 9-30-15

$50,000
No local match

Grant covers overtime and FICA, Retirement, Unemployment Compensation, Workers' Compensation and minor equipment expenditures only. Health & Life expenditures will charged the Sheriff's Office general fund account.

PROSTITUTION PREVENTION:
Expenditure Acct: 4-1289-423-00-320-043-5-XXX
Revenue Acct: 4-1289-334-10-320-043-5-000

Grant# 2825501
Grant Period: 09-1-14 / 8-31-15
$150,000
No local match

Attachments

Award letter- HOPE
Award letter- Monitoring Compliance for High Risk Offenders Program
Worksheet- High Risk Offender Grant
categorical budgets- HOPE & High Risk Offenders
Appropriation- Hope
Hope worksheet
Appropriation High Risk Offender Grant r

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/18/2014 10:34 AM
Rosalinda Cantu	Rosie Cantu	09/25/2014 04:10 PM
Manuel Chapa	Manuel Chapa	09/26/2014 01:49 PM
Purchasing Department	Monica Badillo	09/26/2014 05:46 PM

Form Started By: Rodolfo Perez Started On: 09/17/2014 10:57 AM

Final Approval Date: 09/26/2014

STATE OF TEXAS
OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION

RICK PERRY
GOVERNOR

Dear Grantee:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at https://eGrants.governor.state.tx.us and go to the 'My Home' tab. In the 'Current Status' column, locate the application that is in 'Pending AO Acceptance of Award' status. Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the attached memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer CJD grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees. The Public Policy Research Institute (PPRI) at Texas A&M University will send a detailed information packet to the Project Director containing progress reporting forms and instructions on completing and submitting those forms.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the attached Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@governor.state.tx.us.

We look forward to working with you to ensure the success of your program

Christopher Burnett
Executive Director

***** PREVIEW - Statement of Grant Award (SOGA) - PREVIEW *****

The Statement of Grant Award is your official notice of award from the Governor's Criminal Justice Division (CJD). The approved budget is reflected in the Budget/Details tab for this record in eGrants. The grantee agrees to comply with the provisions of the Governor's Criminal Justice Division's rules in Title I, Part I, Chapter 3, Texas Administrative Code in effect on the date the grant is awarded. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant project and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	2825501	**Award Amount:**	$150,000.00
Date Awarded:	September 15, 2014	**Grantee Cash Match:**	$0.00
Program Fund:	SF-State Criminal Justice Planning (421) Fund	**Grantee In Kind Match:**	$0.00
CFDA:	None	**Total Project Cost:**	$150,000.00
Grantee Name:	Hidalgo County		
Project Title:	Hidalgo County Prostitution Court Program		
Grant Period:	09/01/2014 - 08/31/2015		
Liquidation Date:	11/29/2015		
Grant Manager:	Anissa Johnson		

List of Post-Award Conditions of Funding and Other Fund-Specific Requirements

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Project Funds	Hold Line Item Funds
Resolution: Except for state agencies, each applicant agency must submit a resolution from the applicable governing body (such as the city council, county commissioners' court, school board, or board of directors) electronically using the 'Upload' function in the eGrants system.	5/2/2014		☑	☐
Other Condition of Funding. Funds will be held pending submission of the name of the court which will administer the program and the name and contact information for the Presiding Judge and Coordinator.	6/4/2014		☑	☐

STATE OF TEXAS
OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION

RICK PERRY
GOVERNOR

Dear Grantee:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at https://eGrants.governor.state.tx.us and go to the 'My Home' tab. In the 'Current Status' column, locate the application that is in 'Pending AO Acceptance of Award' status. Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the attached memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer CJD grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees. The Public Policy Research Institute (PPRI) at Texas A&M University will send a detailed information packet to the Project Director containing progress reporting forms and instructions on completing and submitting those forms.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the attached Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@governor.state.tx.us.

We look forward to working with you to ensure the success of your program

Christopher Burnett
Executive Director

***** PREVIEW - Statement of Grant Award (SOGA) - PREVIEW *****

The Statement of Grant Award is your official notice of award from the Governor's Criminal Justice Division (CJD). The approved budget is reflected in the Budget/Details tab for this record in eGrants. The grantee agrees to comply with the provisions of the Governor's Criminal Justice Division's rules in Title I, Part I, Chapter 3, Texas Administrative Code in effect on the date the grant is awarded. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant project and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	2725302	**Award Amount:**	$50,000.00
Date Awarded:	September 12, 2014	**Grantee Cash Match:**	$0.00
Program Fund:	DJ-Edward Byrne Memorial Justice Assistance Grant Program	**Grantee In Kind Match:**	$0.00
CFDA:	16.738 - Edward Byrne Memorial Justice Assistance	**Total Project Cost:**	$50,000.00
Grantee Name:	Hidalgo County		
Project Title:	Monitoring Compliance for High Risk Offenders		
Grant Period:	10/01/2014 - 09/30/2015		
Liquidation Date:	12/29/2015		
Grant Manager:	Toni Kanetzky		

List of Post-Award Conditions of Funding and Other Fund-Specific Requirements

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Project Funds	Hold Line Item Funds
Overtime Policy: 1) Please upload a copy of the overtime policy approved by the governing body to eGrants at https://egrants.governor.state.tx.us.	7/10/2014		☑	☐
Resolution: Except for state agencies, each applicant agency must submit a resolution from the applicable governing body (such as the city council, county commissioners' court, school board, or board of directors) electronically using the 'Upload' function in the eGrants system.	7/10/2014		☑	☐
Other Condition of Funding. Please update or verify the data for commissioned peace officers funded by the county's budget. An update should be done by creating a budget adjustment in eGrants. Verification that the data is correct may be in the form of a note entered on the Activities tab for the grant in the eGrants system.	7/16/2014		☑	☐

Hidalgo County

Adult Probation High Risk Grant

Salaries Worksheet

Thursday, September 25, 2014

DepNumK	Department Name	Object Code	Position Title	OVERTIME SALARIES	FRINGE BENEFITS							TOTAL OVERTIME & FRINGE BENEFITS
					Health Ins.	Life Ins.	FICA	Retir.	Unemp. Comp	Worker's Comp	Total Fringe Benefits	
					5,928.00	37.56	7.65%	10.63%	0.60%	3.12%		
4-1289-423-00-320-042-5-	Adult Probation	131	Deputy Sheriff	40,983.61	-	-	3,135.25	4,356.56	245.90	1,278.69	9,016.39	50,000.00
			TOTALS	**40,983.61**	**-**	**-**	**3,135.25**	**4,356.56**	**245.90**	**1,278.69**	**9,016.39**	**50,000.00**

Print This Page

Agency Name: Hidalgo County
Grant/App: 2725302 **Start Date:** 10/1/2014 **End Date:** 9/30/2015

Project Title: Monitoring Compliance for High Risk Offenders
Status: Pending AO Acceptance of Award

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Overtime for All Peace Officers	Law enforcement officers will conduct field visits to monitor compliance with court ordered conditions to ensure community safety. These reviews will be conducted by off duty officers who will be eligible to earn overtime compensation for conducting the field visits. Overtime will be paid in accordance with agency policy.	$50,000.00	$0.00	$0.00	$0.00	$50,000.00	100

You are logged in as **User Name**: rudyperez

Print This Page

Agency Name: Hidalgo County
Grant/App: 2825501 **Start Date:** 9/1/2014 **End Date:** 8/31/2015

Project Title: Hidalgo County Prostitution Court Program
Status: Pending AO Acceptance of Award

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Counselor and/or Therapist (licensed)	Licensed Professional Counselor (LPC) will provide assessments for the participants as well as counseling services to the participants of the program, according to their needs.	$64,150.00	$0.00	$0.00	$0.00	$64,150.00	100
Travel and Training	In-State Registration Fees, Training, and/or Travel	Funds for training for the personnel to attend training pertinent to problem solving courts	$2,500.00	$0.00	$0.00	$0.00	$2,500.00	0
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	Operating supplies for the grant activities such as paper, folders, calculators, etc	$200.00	$0.00	$0.00	$0.00	$200.00	0
Personnel	Probation Officer	Probation Officer will provide supervision for the participants in the program. The officer will monitor the progress of the offenders in the program and provide case management.	$56,163.00	$0.00	$0.00	$0.00	$56,163.00	100
		Advocacy in the form of transportation for clients; transportation will be for services that clients need to attend as part of the program. Travel services to be available to participants in the program if they need them. Research has shown that women offenders have different needs than male offenders. One of areas that female offenders may struggle with is transportation. Based on each individualized assessment of the participants, they will be referred to treatment. In						

Contractual and Professional Services	Substance Abuse-Related Case Management, Counseling, Outpatient, and/or Treatment Services	the event that the participants do not have transportation to the appointments, the money requested in this item will be used to reimburse a company that can provide transportation services. The form of transportation will be by car or van. Public transportation in Hidalgo County is almost non existent and this service will assist the participant in remaining treatment compliant. The method to assure services will be only for program purposes can be accomplished by probation staff being the ones who make the travel arrangements and keep a log. If awarded funds for this, the CSCD Budget office will also keep track of invoices of the transportation log.	$26,987.00	$0.00	$0.00	$0.00	$26,987.00	0

You are logged in as **User Name**: rudyperez

DATE: September 30, 2014
DEPARTMENT HEAD: Arnold K. Patrick, Executive Director
DEPARTMENT NAME: Adult Probation
PROGRAM: PROSTITUTION PREVENTION PROGRAM
ACCOUNT NUMBER: 4-1289-423-00-320-043-5-XXX

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

Honorable Bobby Flores, Community Supervision & Corrections Department Overseer

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

INCREASE OBJECT NUMBER(S)					ACCOUNT (OBJECT) NAME	AMOU
4-1289-423-00-320-	043-	5-	113		Prostitution Prevention P1 Full-Time Employees	
4-1289-423-00-320-	043-	5-	211		Prostitution Prevention P1 Health Insurance	
4-1289-423-00-320-	043-	5-	212		Prostitution Prevention P1 Life Insurance	
4-1289-423-00-320-	043-	5-	220		Prostitution Prevention P1 FICA	
4-1289-423-00-320-	043-	5-	230		Prostitution Prevention P1 Retirement	
4-1289-423-00-320-	043-	5-	250		Prostitution Prevention P1 Unemployment Compensation	
4-1289-423-00-320-	043-	5-	350		Prostitution Prevention P1 Contract Service	
4-1289-423-00-320-	043-	5-	583		Prostitution Prevention P1 Out of County Travel	
4-1289-423-00-320-	043-	5-	584		Prostitution Prevention P1 Registration Fees	
4-1289-423-00-320-	043-	5-	601		Prostitution Prevention P1 Office Supplies	
TOTAL APPROPRIATION						
4-1289-334-10-320-	043-	5-	000		Funding Revenue FY2015	
TOTAL REVENUES						

REASON:

To setup the FY2015 Prostitution Prevention budget from 9/01/2014 to 8/31/2015. Budget #2825501.

Rodolfo Perez, Deputy Director
Hidalgo County CSCD

Date

Ray Eufracio, CPA

JNT
90,706.32
12,236.07
36.63
6,939.03
9,877.92
517.03
26,987.00
2,100.00
400.00
200.00
150,000.00
150,000.00
150,000.00

Date

FY2015 - Worsheet

PROSTITUTION GRANT #2825501

	Budgeted	Health Ins	Life Ins	Budget - Ins	Net $	FICA	Retirement	Unemploy	TOTAL
Counselor @ 50%	$32,075.00	$4,078.69	$12.21	$27,984.10	$23,494.33	$1,797.32	$2,558.53	$133.92	$32,075.00
CSO @ 100%	$88,238.00	$8,157.38	$24.42	$80,056.20	$67,211.99	$5,141.72	$7,319.39	$383.11	$88,238.00
	$120,313.00	$12,236.07	$36.63	$108,040.30	$90,706.32	$6,939.03	$9,877.92	$517.03	$120,313.00

DATE: September 25, 2014

2014
Appropriation

DEPARTMENT HEAD: BUDGET OFFICER, SERGIO CRUZ

DEPARTMENT NAME: DBM FOR ADULT PROBATION (HIGH RISK OFFENDERS GRANT)

ACCOUNT NUMBER: 4-1289-423-00-320-042-5-XXX

Contact Person: SYLVIA SOLIS **Ph#:** 956-292-7025 EXT. 5423

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
4-1289-423-00-320-042-5-131	HIGH RISK OFFENDERS - OVERTIME	40,983.60
4-1289-423-00-320-042-5-220	HIGH RISK OFFENDERS - FICA	3,135.25
4-1289-423-00-320-042-5-230	HIGH RISK OFFENDERS - RETIREMENT	4,356.56
4-1289-423-00-320-042-5-250	HIGH RISK OFFENDERS - UNEMPLOYMENT COMPENSATION	245.90
4-1289-423-00-320-042-5-260	HIGH RISK OFFENDERS - WORKERS' COMPENSATION	1,278.69
4-1289-331-12-320-042-5-000	*HIGH RISK OFFENDERS REVENUES*	*50,000.00*
	TOTAL BUDGET INCREASE (DECREASE)	**50,000.00**

REASON: TO APPROPRIATE THE FY 2015 MONITORING COMPLIANCE FOR HIGH RISK OFFENDERS PROGRAM GRANT FUNDS. GRANT WILL COVER OVERTIME PAY AND RELATED FRINGE BENEFITS.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-46709 **Urban County 16. A.**

CC - REGULAR

Meeting Date: 09/30/2014

Submitted For: Amanda V. Flores **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Urban County Program, is requesting approval of **Change Order No.5** for a construction contract with Vanguard Engineering under the General Land Office (GLO) Contract No. 12-406-000-6453/DRS210068) in Pct. 1 known as Delta Area Connector/ East Lateral Colonia Infrastructure – Chapa North, Chapa South and Acre Tract. The Change Order will increase the construction contract amount from **$478,282.00** to **$532,512.00** for a total **increase** of **$54,230.00** utilizing Hidalgo County Urban County Program GLO funds.

2. Consideration and approval to authorize the County Judge to sign any and all documents associated with Change Orders/ and or Amendments pertaining to GLO Contract No. 12-406-000-6453.

BACKGROUND

The Change Order includes a proposed junction box to inter-connect the Acre Tract storm system to an existing storm system located along Mile 12 N and a proposed 4 HP pump system, control panel and float terminal to discharge storm water runoff into an existing outlet located north of Chapa North Road.

Contractor:	**Vanguard Engineering**
Contract Amount:	**$478,282.00**
Change Order No.5:	**$ 54,230.00**
New Contract Amount:	**$532,512.00**
Account Number:	**6540-62-0309-5200-6200**
Funds Available:	**$54,230.00**

Attachments

Change Order #5 backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/25/2014 11:40 AM
Purchasing Department	Monica Badillo	09/26/2014 05:46 PM

Form Started By: Olga Lerma Started On: 09/25/2014 10:04 AM

Final Approval Date: 09/26/2014

SAM Engineering and **S**urveying, Inc.

SAMES
SAM ENGINEERING & SURVEYING INC

Engineering Firm Reg # 10602 Surveying Firm Reg # 101416-00
200 South Cage Boulevard, Suite A, Pharr, Texas 78577 Phone: (956) 702-8880 Fax: (956) 702-8883

September 22, 2014

Tony Barco
Deputy Director
Urban County Program
427 E. Duranta Ave., Suite 107
Alamo, Texas 78516

Re; Change Order #5 - Justification Letter for Changes
Hidalgo County - GLO Disaster Recovery Project

Mr. Barco,

Please accept our recommendation that Hidalgo County include Change Order No. 5, as part of the Delta Area Connector/East Lateral Colonia Infrastructure- Acre Tract, Chapa North and Chapa South contract, to extend Vanguard Engineering, LLC. contract for a total of 30 calendar days and to include the following changes to the contract.

- Proposed junction box to inter-connect Acre Tract storm system to an existing storm system located along Mile 12 N.

- Proposed 4 HP pump system, control panel and float terminals are proposed to discharge collected storm water runoff into existing discharge piping/outlet into ditch located north of Chapa North Road.

This change order is a total of $54,230.00 and will increase the overall contract amount to $532,512.00.

Please find attached for further processing the Texas GLO standard change order form, UCP contract change order request and contractor submitted proposal.

If you have any questions, please contact us at (956) 702-8880.

Thank You,

Jessica M. Mendoza, P.E.
Project Manager

Texas General Land Office
Disaster Recovery

Construction Contract Change Order Request Form

Engineer: SAMES, Inc. 200 S. Cage Blvd., Suite A Pharr, Texas 78577 **Phone No.:** 956.702.8880	**Owner** (Contractor Locality)**:** Hidalgo County Urban County Program 427 E. Duranta Ave, Suite 107 Alamo, Texas 78516 **Phone No.:** 956.787.8127	**Contractor:** Vanguard Engineering, LLC. 4019 East Exp 83 Weslaco, Texas 78596 Agreement Date: 2/28/14 **Phone No.:** 956.514.5086
Date: 9/22/2014 **Project Code No.:** DRS No: DRS210068 Bid Package No.: 654-62-0309-5100-6200-UCP-AVF	**Contract For** (Project Description)**:** Delta Area Connector/East Lateral Colonia Infrastructure Acre Tract, Chapa North and Chapa South	**GLO Contract No.:** 12-406-000-6453 Change Order No.: 5

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Scheduled, Etc.	Decrease in Contract Price	Increase in Contract Price
New	5'x5'x9' Junction Box		$8,900.00
New	4 HP submersible pump, control panel, floats and terminal to include all appurtenances such as outfall piping, electrical connections, and power source coordination as required to provide a complete and in place system to perform its intended function.		$45,330.00

Change in Contract Price		Change in Contract Time (Calendar Days)	
Original Contract Price:	$ 450,635.00	Original Contract Time:	120 days
Previous Change Order(s): No. 1 to No. 4	$27,647.00	Net Change From Previous Change Orders:	125 days
Contract Price Prior to this Change Order:	$ 478,282.00	Contract Time Prior to this Change Order:	245 days
Net **Increase**/Decrease of this Change Order:	$ 54,230.00	Net **Increase**/Decrease of this Change Order:	30 days
Contract Price With all Approved Change Orders:	$ 532,512.00	Contract Time With all Change Orders:	275 days
Cumulative Percent Change in Contract Price (+/-): + 18.1%		Grantee Contract End Date: (mm/dd/yy)	12 / 31 / 15
Construction Contract Start Date: (mm/dd/yy)	02 / 28 / 14	Construction Contract End Date: (mm/dd/yy)	11 / 30 / 14

Reimbursements of costs included in this change order are subject to review by the GLO-DR program.
*** This document may be executed prior to submission for GLO-DR program review, but all parties involved will be held responsible if the change order or the amendment warranted as a result of this change order is not in compliance with CDBG or HUD requirements.**

RECOMMENDED:	**APPROVED**:	**ACCEPTED**:
By: _____	By: _____	By: _____
ENGINEER	OWNER	CONTRACTOR
Date: _____	Date: _____	Date: 9/22/14

JUSTIFICATION FOR CHANGE

See attached Justification Letter.

1. Will this Change Order increase or decrease
   the number of beneficiaries? ☐ Increase ☐ Decrease ☒ No Change
   If there is a change, how many beneficiaries will be affected? Total ____ L/M ____
2. Effect of this change on scope of work: ☐ Increase ☐ Decrease ☒ No Change
3. Effect on operation and maintenance costs: ☐ Increase ☐ Decrease ☒ No Change
4. Are all prices in the change order dependent upon unit prices
   found in the original bid? ☐Yes ☒ No
   If "No", explain: junction box, pump, and control system were not a part of previous project bid items.

5. Has this change created new circumstances or environmental
   conditions which may affect the project's impact, such as
   concealed or unexpected conditions discovered during actual
   construction? ☐ Yes ☒ No
   If "Yes", is an Environmental Re-assessment required?

6. Is the Texas Commission on Environmental Quality (TCEQ)
   clearance still valid? (if applicable) N/A ☐ Yes ☐ No
7. Is the TCEQ permit approval still valid? (sewer projects only) N/A ☐ Yes ☐ No
8. Are the handicapped access requirements/approval
   still valid? (if applicable) N/A ☐ Yes ☐ No
9. Are other Disaster Recovery contractual special condition clearance
   still valid? ☒ Yes ☐ No
   (If no, specify):

NOTE:

* Generally, a cumulative change in the contract price in excess of 25% cannot be reviewed (18% **decrease** for counties).

HIDALGO COUNTY

URBAN COUNTY PROGRAM

UCP CONTRACT CHANGE ORDER REQUEST

Contract price prior to change order . . . . . $ 478,282.00 .

Net **Increase**/Decrease of this Change Order . . . . . $ 54,230.00 .

Contract Price with Change Order . . . . . $ 532,512.00 .

Increase/Decrease in time 30 days.

		Robert Eberwein 9/22/14	
CITY/PCT. OFFICIAL	DATE	CONTRACTOR	DATE

Verna M Mendoza 9/22/14

PROJECT ENGINEER DATE

(FOR URBAN COUNTY PROGRAM USE ONLY)

☐ Scope Increase

☐ Scope Decrease

☐ L/M Beneficiary Change/Impact

☐ Environmental Impact

☐ Quantitative Addition/Deletion

☐ Final Quantitative Adjustment

☐ Other

☐ Approved ☐ Disapproved

Title: _____ .

Signature: _____ Date: _____ .

HIDALGO COUNTY

URBAN COUNTY PROGRAM

UCP CONTRACT CHANGE ORDER REQUEST

CITY/PCT.: HIDALGO COUNTY PCT NO. 1

1902 JOE STEPHENS AVE.
STE 101
WESLACO, TEXAS 78599
(Address)

DATE 9/22/2014

CHANGE ORDER NO. 5

CONTRACTOR:
Vanguard Engineering, LLC.
4019 East Expressway 83
Weslaco, Texas 78596

Phone #: 956.514.5086

PROJECT/NAME/ACCT. NO.

DELTA AREA CONNECTOR - EAST
LATERAL COLONIA INFRASTRUCTURE

Chapa North, Chapa South, Acre Tract

You are hereby requested to comply with the following changes from the contract plans and specifications:

1.) Install pump, control panel, float system terminal, piping and all necessary appurtenances required to pump collected storm water into existing ditch. Pump system to be installed within storm inlet located at Station 35+50 along Chapa North.

	Final Quantitative Adjustments		Quantitative Deletion
	Unit Prices	x	Time Extension
x	Quantitative Addition		Other

REASON:

Pump system proposed to utilized existing discharge pipe/outlet into existing ditch location north of Chapa North road.

VANGUARD ENGINEERING LLC
4019 EAST EXPRESSWAY 83
WESLACO TEXAS 78599
email: reutilitygroup@yahoo.com
OFICE: 956-514-5086
ROBERTO: 956-684-4556

9/18/2014

CHANGE ORDER

PROJECT NAME: *CHAPA NORTH PUMP*

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	FLYGT MOD. NP-3085.183 3" VOLUTE SUBMERSIBLE	E.A	1	$ 13,000.00	$ 13,000.00
	PUMP EQUIPMENT WITH A 460 VOLT 13 PHASE/ 60HZ				$ -
	4 HP 3550 RPM.				$ -
	MOTOR, 256 IMPELLER 1 X 50 FT LENGTH OF SUBCAB 4G2,				$ -
	5+2X1.5 SUMERSIBLE CABLE , FLS LEAKAGE DETECTOR,				$ -
	VOLUTE IS PREPARED FOR FLUSH VALVE.				$ -
					$ -
2	444 68 05 CONNECTION, DISCH 3 X 3" CI	E.A	1	$ 1,375.00	$ 1,375.00
3	14-40 71 30 SOCKET, 11 PI BACK MOUNTING	E.A	1	$ 450.00	$ 450.00
4	MINI-CASII/FUS 120/24 VAC, 24VDC	E.A	1	$ 1,600.00	$ 1,600.00
5	HARDWARE, DISC CONN ASSY	E.A	1	$ 150.00	$ 150.00
6	BRACKET, GUIDE BAR U. 2" GALV	E.A	1	$ 175.00	$ 175.00
7	HOOK, SAFETY ASSEMBLY	E.A	1	$ 75.00	$ 75.00
8	CHAIN, 5/0 STRAIGHT COIL GALV	E.A	1	$ 25.00	$ 25.00
9	KIT, CHAIN FITTING 3067-3127	E.A	1	$ 130.00	$ 130.00
10	FLOATS	E.A	3	$ 150.00	$ 450.00
11	SIMPLEX CONTROL PANEL WITH FLOAT TERMINAL	E.A	1	$ 11,950.00	$ 11,950.00
12	ELECTRICAL INSTALLATION	E.A	1	$ 15,950.00	$ 15,950.00
					$ -
					$ -
					$ 45,330.00

Vanguard Engineering

PROJECT NO. ENG 2014.002
DATE: September 9,2014
CHANGE ORDER NO. 5

CHANGE ORDER: Junction Box_MILE 12

Urban County GLO Project: Acre Tract, Chapa North, Chapa South				
ITEM/DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
Description: A 5'x5'x9' Junction Box will connect 48" line running east to west (2 inverts). Also will connect 24" line running north and south (2 inverts)	L.S.	1	$ 8,900.00	$ 8,900.00

Vanguard Engineering
4019 E. Expressway 83, Weslaco, Texas 78596-1113 • Tel: 956.514.5086 • Fax: 956.514.5036 • vgarcia@vanguardeng.com

CERTIFICATE OF LIABILITY INSURANCE

3/18/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SHOWERY INSURANCE AGENCY 1321 Pecan Suite A McAllen, TX 78501	CONTACT NAME: JOSEPH SHOWERY PHONE (A/C, No, Ext): (956) 668-0212 FAX (A/C, No): (956) 668-0222 E-MAIL ADDRESS: AJS@showeryins.com
INSURED VANGUARD ENGINEERING GARCIA VICTOR 2201 NORTHGATE DR WESLACO, TX 78596 9565145086	INSURER(S) AFFORDING COVERAGE — NAIC# INSURER A: TEXAS ALL RISK GA INC INSURER B: FARMERS INSURANCE GROUP INSURER C: TEXAS MUTUAL INSURER D: INSURER E: INSURER F:

COVERAGES. CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	X		PAC7004907	10/24/13	10/24/14	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ EXCLUDED $ 2,000,000 $ EXCLUDED
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	X		605824241	03/19/14	03/19/15	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		SBP-0001266556	03/19/14	03/19/15	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

HIDALGO COUNTY
URBAN COUNTY PROGRAM
2812 S HIGHWAY BUS 281
EDINBURG, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

A Showery

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AI-46630 **Urban County 16. B.**

CC - REGULAR

Meeting Date: 09/30/2014

Submitted For: Brandy R. Salinas **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Urban County Program, is requesting approval of Change Order No.3 for a construction contract with FJW Construction under the General Land Office (GLO) Contract No. 12-406-000-6453/DRS210068) in Pct. 2 known as South Fork Drain Project. The Change Order will **increase** the construction contract amount from **$3,731,830.84** to **$3,928,208.32** for a total **increase** of **$196,377.48**, utilizing Hidalgo County Urban County Program GLO funds.

2. Consideration and approval to authorize the County Judge to sign any and all documents associated with Change Orders/ and or Amendments pertaining to GLO Contract No. 12-406-000-6453.

BACKGROUND

The Change Order request is to add 55,948 CY of Excavation to allow for quantities agreed as per change in "method of measurement" in Change Order #1.

Contractor: **FJW Construction**
Contract Amount: **$3,731,830.84**
Change Order No.3: **$196,377.48**
New Contract Amount: **$3,928,208.32**

Funds Available: **$ 217,902.94 Urban County GLO funds**
Account number: **6540-61-0309-5200-6100**

Attachments

FJW Construction Insurance
Change Order No.3 Tabulation
Cahnge Order Request
Construction Contract GLO
Letter Change Order No.3

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/19/2014 03:42 PM
Purchasing Department	Monica Badillo	09/26/2014 05:46 PM

Form Started By: Olga Lerma Started On: 09/19/2014 02:13 PM

Final Approval Date: 09/26/2014

Client#: 78096 14FJWCON

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/19/2014

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
Wortham Insurance & Risk Management
221 West 6th Street, Suite1400
Austin, TX 78701
512 453-0031

CONTACT NAME: Shirley Garza
PHONE (A/C, No, Ext): 512 453-0031 **FAX (A/C, No):** 512 453-0041
E-MAIL ADDRESS: shirley.garza@worthaminsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B : National Fire Insurance Co of H	20478
INSURER C : Valley Forge Insurance Company	20508
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
FJW Construction, LLC
1301 S. Capital of TX Hwy Suite A-302
Austin, TX 78746

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			C4013083782	10/29/2013	10/29/2014	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$5,000
	X PD Ded: $4,000						PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY X PRO-JECT LOC							$
C	AUTOMOBILE LIABILITY			C4013083751	10/29/2013	10/29/2014	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB OCCUR			C4013083779	10/29/2013	10/29/2014	EACH OCCURRENCE	$5,000,000
	X EXCESS LIAB X CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $10000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			WC4013083765	10/29/2013	10/29/2014	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
NAMED INSURED IS COMPLETED TO READ: FJW Construction, LLC; PM2i, Inc.
Name of Project: Pct. 2 South Fork Drain for Texas General Land Office, GLO Contract No. 12-406-000 6453-BS/DRS210068, Bid No. 6540-61-0309-5200-6100-UCP-BS
Certificate Holder is completed to read: Hidalgo County - Urban County Program and U.S. Department of Housing & Urban Development
(See Attached Descriptions)

CERTIFICATE HOLDER
Hidalgo County
2802 S. Business Highway 281
Edinburg, TX 78539

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Rob Bridges

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DESCRIPTIONS (Continued from Page 1)

Schedule of Forms and Endorsements:
Commercial General Liability Coverage Form CG 00 01 12 07
***Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Form G-140331-D (01/13)**
***Contractors' General Liability Extension Endorsement Form G-18652-J (07/12)**
***Texas Changes - Amendment of Cancellation Provision or Coverage Change Form CG 02 05 12 04**
Business Auto Coverage Form CA 00 01 03 10
***Designated Insured Form CA 20 48 02 99**
***Contractors Extended Coverage Endorsement - Business Auto Plus CNA63359 (04/12)**
***Changes - Notice of Cancellation or Material Change Form G-300660-A (06/08)**
Worker's Compensation and Employers Liability Insurance Policy Form WC 00 00 00 B (7/11)
***Texas Waiver of Our Right to Recover From Others Endorsement WC 42 03 04 A (1/00)**
***Texas Notice of Material Change Endorsement WC 42 06 01**
Commercial Umbrella Plus Coverage Part G-15057-C 06 05

CHANGE ORDER NO. 3 TABULATION

PCT 2 South Fork Drain

Item Number	Original Plan Quantity	Change Order #1 Quantities	Change Order #2 Quantities	Change Order #3 Quantities	Unit	Item Description	Unit Price	Revised Unit Price	Original Contract Cost	Change in Contract Cost of C.O.#1	Revised Contract Cost after C.O.#1	Change in Contract Cost of C.O.#2	Revised Contract Cost after C.O.#2	Change in Contract Cost of C.O.#3	Revised Contract Cost after C.O.#3
DRAIN DITCH CONSTRUCTION															
1	106.85	106.85	106.85	106.85	STA	Preparation of Right-of-Way	1,020.00	$ 1,020.00	$ 123,097.00	$ -	123,097.00	$ -	123,097.00	$ -	123,097.00
2	189,640.00	189,640.00	189,640.00	249,598.00	CY	Excavation (Channel)	3.61	$ 3.61	$ 868,030.40	$ -	868,030.40	$ -	868,030.40	$ 196,377.48	$ 802,013.88
3	7,200.00	7,200.00	7,200.00	7,200.00	CY	Embankment (Final Pos) (Dens. Cont.)(Ty "C")	5.40	$ 5.40	$ 38,206.40	$ -	38,206.40	$ -	38,206.40	$ -	38,206.40
4	104,723.00	104,723.00	104,723.00	104,723.00	SY	Cell Fiber Mulch Seed (Perm) (Rural) (Clay)	0.32	$ 0.32	$ 49,511.36	$ -	49,511.36	$ -	49,511.36	$ -	49,511.36
5	1,000.00	1,000.00	1,000.00	1,500.00	CY	Cement Stabilized Backfill	40.00	$ 40.60	$ 70,050.00	$ -	70,050.00	$ -	70,050.00	$ -	70,050.00
6	84.00	84.00	84.00	84.00	SY	Cut & Restore Pavement	70.00	$ 70.00	$ 4,838.40	$ -	4,838.40	$ -	4,838.40	$ -	4,838.40
7	6,706.00	6,706.00	6,706.00	6,706.00	LF	Trench Excavation Protection	3.24	$ 3.24	$ 21,724.20	$ -	21,724.20	$ -	21,724.20	$ -	21,724.20
8	210.00	210.00	210.00	210.00	CY	Concrete Rip-Rap (5-inch) (CL D)	420.00	$ 420.00	$ 88,200.00	$ -	88,200.00	$ -	88,200.00	$ -	88,200.00
9	2,032.00	2,032.00	2,032.00	2,032.00	CY	Stone Rip-Rap (Protection) (12-inch) (Dry)	86.40	$ 86.40	$ 175,564.80	$ -	175,564.80	$ -	175,564.80	$ -	175,564.80
10	240.00	240.00	240.00	240.00	LF	Concrete Box Culvert (7' x 6')	432.00	$ 432.00	$ 107,136.00	$ -	107,136.00	$ -	107,136.00	$ -	107,136.00
11	144.00	144.00	144.00	144.00	LF	Concrete Box Culvert (8' x 7')	491.40	$ 491.40	$ 70,761.60	$ -	70,761.60	$ -	70,761.60	$ -	70,761.60
12	289.00	289.00	289.00	289.00	LF	Concrete Box Culvert (8' x 8')	542.16	$ 542.16	$ 151,804.80	$ -	151,804.80	$ -	151,804.80	$ -	151,804.80
13	3,020.00	3,020.00	3,020.00	3,020.00	LF	RCP (CL III) (18") (SPL)	37.80	$ 37.80	$ 107,136.40	$ -	107,136.40	$ -	107,136.40	$ -	107,136.40
14	579.00	579.00	579.00	579.00	LF	RCP (CL III) (24") (SPL)	48.60	$ 48.60	$ 27,983.60	$ -	27,983.60	$ -	27,983.60	$ -	27,983.60
15	227.00	227.00	227.00	227.00	LF	RCP (CL III) (30") (SPL)	75.60	$ 75.60	$ 17,161.20	$ -	17,161.20	$ -	17,161.20	$ -	17,161.20
16	329.00	329.00	329.00	329.00	LF	RCP (CL III) (36") (SPL)	86.40	$ 86.40	$ 27,648.00	$ -	27,648.00	$ -	27,648.00	$ -	27,648.00
17	112.00	112.00	112.00	112.00	LF	RCP (CL III) (48") (SPL)	129.60	$ 129.60	$ 14,515.20	$ -	14,515.20	$ -	14,515.20	$ -	14,515.20
18	1,102.00	1,102.00	1,102.00	1,102.00	LF	RCP (CL III) (72") (SPL)	270.00	$ 270.00	$ 297,540.00	$ -	297,540.00	$ -	297,540.00	$ -	297,540.00
19	67.00	67.00	67.00	67.00	EA	Drop Inlet (Comp) (w/ Conc Apron)	3,075.00	$ 3,075.00	$ 207,700.00	$ -	207,700.00	$ -	207,700.00	$ -	207,700.00
20	2.00	2.00	2.00	2.00	EA	Manhole (Comp) (Ty A)	4,836.00	$ 4,836.00	$ 9,672.00	$ -	9,672.00	$ -	9,672.00	$ -	9,672.00
21	3,931.00	3,931.00	3,931.00	3,931.00	LF	Temp Sediment Control Fence	9.72	$ 9.72	$ 38,209.32	$ -	38,209.32	$ -	38,209.32	$ -	38,209.32
22	32.00	32.00	32.00	32.00	LF	Irrigation Pipe (24") (RCL-HPP)	61.00	$ 61.00	$ 2,092.00	$ -	2,092.00	$ -	2,092.00	$ -	2,092.00
23	72.00	72.00	72.00	72.00	LF	Irrigation Pipe (30") (RCL-HPP)	116.60	$ 116.60	$ 8,053.60	$ -	8,053.60	$ -	8,053.60	$ -	8,053.60
24	1.00	1.00	1.00	1.00	EA	Irrigation Stand Pipe (18")	640.00	$ 640.00	$ 640.00	$ -	640.00	$ -	640.00	$ -	640.00
25	0.00	0.00	23.00	23.00	EA	Adjust elevations for Drop Inlets	$ -	$ 646.00	$ -	$ -	$ -	$ 14,904.00	$ 14,904.00	$ -	14,904.00
26	0.00	0.00	1.00	1.00	EA	Conc J-Box (10' x 5' w/ MH Cone, Ring, & Cover)	$ -	$ 28,620.00	$ -	$ -	$ -	$ 28,620.00	$ 28,620.00	$ -	28,620.00
						Total Drain Ditch Construction			$ 2,473,807.26	$ -	$ 2,473,807.26	$ 43,524.00	$ 2,517,331.26	$ 196,377.48	$ 2,713,708.74
GATED BOX STRUCTURES CONSTRUCTION															
1	2.73	2.73	2.73	2.73	AC	Preparation of Right-of-Way	1,620.00	$ 1,020.00	$ 4,422.60	$ -	4,422.60	$ -	4,422.60	$ -	4,422.60
2	10,000.00	10,000.00	10,000.00	10,000.00	CY	Excavation (Channel)	3.01	$ 3.01	$ 30,210.00	$ -	30,210.00	$ -	30,210.00	$ -	30,210.00
3	4,600.00	4,600.00	4,600.00	4,600.00	CY	Excavation (Levee)	4.32	$ 4.32	$ 19,440.00	$ -	19,440.00	$ -	19,440.00	$ -	19,440.00
4	4,600.00	4,600.00	4,600.00	4,600.00	CY	Embankment (Levee)	4.32	$ 4.32	$ 19,440.00	$ -	19,440.00	$ -	19,440.00	$ -	19,440.00
5	3,787.00	3,787.00	3,787.00	3,787.00	SY	Cellulose Fiber Mulch Seeding (Perm) (Rural) (Clay)	0.32	$ 0.32	$ 1,211.84	$ -	1,211.84	$ -	1,211.84	$ -	1,211.84
6	141.00	141.00	141.00	141.00	CY	Flex Ba (6") (Compt in Place) (Ty E) (Gr 4) (Fin Pos)	136.24	$ 136.24	$ 19,491.84	$ -	19,491.84	$ -	19,491.84	$ -	19,491.84
7	505.00	505.00	505.00	505.00	CY	Cement Stabilized Backfill	48.60	$ 48.60	$ 24,543.00	$ -	24,543.00	$ -	24,543.00	$ -	24,543.00
8	168.00	168.00	168.00	168.00	LF	Trench Excavation Protection	4.32	$ 4.32	$ 692.80	$ -	692.80	$ -	692.80	$ -	692.80
9	10.00	10.00	10.00	10.00	CY	Concrete (CL C) (Collar)	540.00	$ 540.00	$ 5,400.00	$ -	5,400.00	$ -	5,400.00	$ -	5,400.00
10	11.00	11.00	11.00	11.00	CY	Concrete (CL C) (8" - 6" x 18" Cone Support Wall)	864.00	$ 864.00	$ 10,022.40	$ -	10,022.40	$ -	10,022.40	$ -	10,022.40
11	15.00	15.00	15.00	15.00	CY	Concrete Rip-Rap (Grout) (CL D)	486.00	$ 486.00	$ 8,748.00	$ -	8,748.00	$ -	8,748.00	$ -	8,748.00
12	17.00	17.00	17.00	17.00	CY	Concrete Rip-Rap (Riser and Toe Wall)(CL D)	432.00	$ 432.00	$ 7,344.00	$ -	7,344.00	$ -	7,344.00	$ -	7,344.00
13	1,700.00	1,700.00	1,700.00	1,700.00	CY	Stone Rip-Rap (Protection) (12-inch) (Dry)	86.40	$ 86.40	$ 149,731.20	$ -	149,731.20	$ -	149,731.20	$ -	149,731.20
14	168.00	168.00	168.00	168.00	LF	Dbl Barrel Conc Box Culv (6' x 6') (Gated) (Cast in Place)	1,242.00	$ 1,242.00	$ 196,236.00	$ -	196,236.00	$ -	196,236.00	$ -	196,236.00
15	50.00	50.00	50.00	50.00	LF	Reinf Conc Pipe (CL III) (18-inch)	37.80	$ 37.80	$ 2,116.80	$ -	2,116.80	$ -	2,116.80	$ -	2,116.80
16	1.00	1.00	1.00	1.00	EA	Conc Section Box ((7'x5') ((Toped) (Comp) (w/Grate)	3,780.00	$ 3,780.00	$ 3,780.00	$ -	3,780.00	$ -	3,780.00	$ -	3,780.00
17	2.00	2.00	2.00	2.00	EA	Conc Headwall (CH-HW-0) (HW=8")	16,200.00	$ 16,200.00	$ 32,400.00	$ -	32,400.00	$ -	32,400.00	$ -	32,400.00
18	1,226.00	1,220.00	1,220.00	1,220.00	LF	Temp Sediment Control Fence	9.72	$ 9.72	$ 11,916.72	$ -	11,916.72	$ -	11,916.72	$ -	11,916.72
19	100.00	100.00	100.00	100.00	LF	Metal Beam Guard Fence (Timber Post)	10.20	$ 10.20	$ 1,020.00	$ -	1,020.00	$ -	1,020.00	$ -	1,020.00
20	46.00	46.00	46.00	46.00	LF	Steel Pipe (10") (w/12" Manifold, Chk Valv, Blind Flange, & Fittings)	361.00	$ 361.00	$ 16,146.00	$ -	16,146.00	$ -	16,146.00	$ -	16,146.00
21	136.00	136.00	136.00	136.00	LF	Steel Pipe (12") (w/Suction Bell Guard, Blind Flange, & Fittings)	243.00	$ 243.00	$ 33,048.00	$ -	33,048.00	$ -	33,048.00	$ -	33,048.00
22	2.00	2.00	2.00	2.00	EA	Gatewell Str (w/Slide Gates, Ladder & Appendix)(Comp in Place)	85,320.00	$ 85,320.00	$ 170,640.00	$ -	170,640.00	$ -	170,640.00	$ -	170,640.00
23	2.00	2.00	2.00	2.00	EA	Diesel Pump (12")	85,320.00	$ 85,320.00	$ 170,640.00	$ -	170,640.00	$ -	170,640.00	$ -	170,640.00
24	1.00	1.00	1.00	1.00	LS	Contingency Plan (Prelim Soils Mat'ls Tests)	37,800.00	$ 37,800.00	$ 37,800.00	$ -	37,800.00	$ -	37,800.00	$ -	37,800.00
25	1.00	1.00	1.00	1.00	LS	Contingency Plan (Construction Materials Testing)	45,600.00	$ 45,600.00	$ 45,600.00	$ -	45,600.00	$ -	45,600.00	$ -	45,600.00
						Total Gated Box Structures Construction			$ 1,030,731.86	$ -	$ 1,030,731.86	$ -	$ 1,030,731.86	$ -	$ 1,030,731.86
CHECK VALVED CONSTRUCTION															
1	2.00	2.00	2.00	2.00	EA	Manhole (Compt) (Ty M) (5' x 5')	$ 8,856.00	$ 8,856.00	$ 17,712.00	$ -	17,712.00	$ -	17,712.00	$ -	17,712.00
2	1.00	1.00	1.00	1.00	EA	Manhole (Compt) (Ty M) (4' x 4')	4,320.00	$ 4,320.00	$ 4,320.00	$ -	4,320.00	$ -	4,320.00	$ -	4,320.00
3	3.00	3.00	3.00	3.00	EA	Manhole (Compt) (Ty M) (6' x 6')	4,212.00	$ 4,212.00	$ 12,636.00	$ -	12,636.00	$ -	12,636.00	$ -	12,636.00
4	1.00	1.00	1.00	1.00	EA	Checkmate Inline Check Valve (18") (Tideflex)	10,440.00	$ 10,440.00	$ 10,440.00	$ -	10,440.00	$ -	10,440.00	$ -	10,440.00
5	2.00	2.00	2.00	2.00	EA	Checkmate Inline Check Valve (24") (Tideflex)	21,600.00	$ 21,600.00	$ 43,200.00	$ -	43,200.00	$ -	43,200.00	$ -	43,200.00
6	1.00	1.00	1.00	1.00	MO	Checkmate Inline Check Valve (30") (Tideflex)	26,020.00	$ 26,020.00	$ 26,020.00	$ -	26,020.00	$ -	26,020.00	$ -	26,020.00
7	2.00	2.00	2.00	2.00	EA	Checkmate Inline Check Valve (36") (Tideflex)	30,240.00	$ 30,240.00	$ 60,480.00	$ -	60,480.00	$ -	60,480.00	$ -	60,480.00
						Total Check Valve Construction			$ 183,788.00	$ -	$ 183,788.00	$ -	$ 183,788.00	$ -	$ 183,788.00
TOTAL CONTRACT AMOUNTS									$3,688,306.84	$0.00	$3,688,306.84	$43,524.00	$3,731,830.84	$196,377.48	$3,928,208.32

HIDALGO COUNTY
URBAN COUNTY PROGRAM
UCP CONTRACT CHANGE ORDER REQUEST

AUG 29 2014

CITY / PCT. Hidalgo County - Urban County Pct #2 (Address)	DATE: 8/20/2014 CHANGE ORDER NO.: 3
CONTRACTOR / FIRM (Name & Address) FJW Construction 1100 E. Jasmine Ave. Suite 102 McAllen, TX 78501 Phone #: 956-688-2397	PROJECT / NAME / ACCT. NO. PCT 2 South Fork Drain 12-406-000-6453 DRS210068

You are hereby request to comply with the following changes from the contract plans and specifications:

	Final Quantitative Adjustments		Quantitative Deletion
	Unit Prices		Time Extension
X	Quantitative Addition		Other:

REASON:

1. Add 55,948 CY of Excavation to allow for qtys agreed to as per change in "method of measurement" in Change Order #1

Contract Price prior to change order.....	$	3,731,830.84
Net Increase / Decrease of this Change Order.....	$	196,377.48
Contract Price with Change Order.....	$	3,928,208.32

Increase / Decrease in time 0 days.

HIDALGO COUNTY
URBAN COUNTY PROGRAM
UCP CONTRACT CHANGE ORDER REQUEST

		8.21.2014	
CITY / PCT. OFFICIAL	DATE	CONTRACTOR	DATE
P.E. 8/22/14			
PROJECT ENGINEER - ARCHITECT	DATE		

(FOR URBAN COUNTYH PROGRAM USE ONLY)

- [X] Scope Increase
- [ ] Scope Decrease
- [ ] L/M Beneficiary Change/Impact
- [ ] Environmental Impact
- [ ] Quantitative Addition/Deletion
- [ ] Final Quantitative Adjustment
- [ ] Other

- [ ] Approved
- [ ] Disapproved

Title: _____

Signature: _____ Date: _____

Texas General Land Office
Disaster Recovery

AUG 29 2014

Construction Contract Change Order Request Form

Engineer: R. Gutierrez Engineering Corporation 130 E. Park Avenue Pharr, Texas 78577 Phone No.: (956) 782-2557	Owner (Contractor Locality): Hidalgo County Precinct No. 2 300 W. Hall Acres Road Suite G Pharr, Texas 78577 Phone No.: (956) 787-1891	Contractor: FJW Construction 1100 E. Jasmine, Suite 102 McAllen, Texas 78501 Agreement Date: 10/22/2013 Phone No.: (956) 688-2397
Date: August 22, 2014 Project Code No.: 6540-61-0309-5200-6100-UCP-BS Bid Package No.: 6540-61-0309-5200-6100-UCP-BS	Contract For (Project Description): PCT 2 South Fork Drain 12-406-000-6453 DRS210068	GLO Contract No.: 12-406-000-6453 / DRS210068 Change Order No.: 3

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Scheduled, Etc.	Decrease in Contract Price	Increase in Contract Price
1	Add 55,948 CY of Excavation to allow for qtys agreed to as per change in "method of measurement" in Change Order #1	0.00	$196,377.48

Change in Contract Price		Change in Contract Time (Calendar Days)	
Original Contract Price:	$3,688,306.84	Original Contract Time:	360 days
Previous Change Order(s): No. 1 to No. 2	$ 43,524.00	Net Change From Previous Change Orders:	0 days
Contract Price Prior to this Change Order:	$3,731,830.84	Contract Time Prior to this Change Order:	360 days
Net Increase/Decrease of this Change Order:	$196,377.48	Net Increase/Decrease of this Change Order:	0 days
Contract Price With all Approved Change Orders:	$3,928,208.32	Contract Time With all Change Orders:	360 days
Cumulative Percent Change in Contract Price (+/-):	+6.5 %	Grantee Contract End Date:	11/27/2014
Construction Contract Start Date:	12/2/2013	Construction Contract End Date:	11/27/2014

Reimbursements of costs included in this change order are subject to review by the GLO-DR program.
*** This document may be executed prior to submission for GLO-DR program review, but all parties involved will be held responsible if the change order or the amendment warranted as a result of this change order is not in compliance with CDBG or HUD requirements.**

RECOMMENDED:	**APPROVED:**	**ACCEPTED:**
By: _____ P.E.	By: _____	By: _____
ENGINEER	OWNER	CONTRACTOR
Date: 8/25/2014	Date: _____	Date: 8/25/2014

JUSTIFICATION FOR CHANGE

1. Will this Change Order increase or decrease the number of beneficiaries?	☐ Increase	☐ Decrease	☒ No Change
If there is a change, how many beneficiaries will be affected?		Total ____	L/M ____
2. Effect of this change on scope of work:	☒ Increase	☐ Decrease	☐ No Change
3. Effect on operation and maintenance costs:	☐ Increase	☐ Decrease	☒ No Change
4. Are all prices in the change order dependent upon unit prices found in the original bid?		☐ Yes	☒ No
If "No", explain: New items required due to conflict in field			
5. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction?		☐ Yes	☒ No
If "Yes", is an Environmental Re-assessment required?			
6. Is the Texas Commission on Environmental Quality (TCEQ) clearance still valid? (if applicable)		☒ Yes	☐ No
7. Is the TCEQ permit approval still valid? (sewer projects only)	N/A	☐ Yes	☐ No
8. Are the handicapped access requirements/approval still valid? (if applicable)	N/A	☐ Yes	☐ No
9. Are other Disaster Recovery contractual special condition clearance still valid?		☒ Yes	☐ No
(If no, specify):			

NOTE:

* Generally, a cumulative change in the contract price in excess of 25% cannot be reviewed (18% **decrease** for counties).

R. Gutierrez Engineering Corporation
Texas Engineering Firm Number: F-486
Texas Surveying Firm Number: 101650-00

September 9, 2014

Brandy R. Salinas
Program Coordinator 1
Urban County Program
1916 Tesoro Boulevard
Pharr, TX 78577

RE: South Fork Drain Project – Change Order No. 3

Dear Ms. Salinas:

This letter is in reference to the proposed Change Order No. 3 of the South Fork Drain project. An explanation of the proposed change is as follows:

- The method of measurement for the excavation quantities was changed with Change Order No. 1, as requested by the Owner, from San Juan Road (approx Station 39+50) to the end of project (approx Station 184+00). The original method of measurement was kept for the section from the beginning of the project (approx Station 1+00) to San Juan Road (approx Station 39+50).
- The original method of measurement was based on measuring by the cubic yard in its original position as computed by the method of average end areas.
- The method of measurement was changed to be that of cubic yards by the truckload based on truck counts and truck capacity, as provided by the contractor using a 35% reduction factor.
- The change in method of measurement for excavation resulted in an increase of 55,948 cubic yards.
- The bid price for excavation is $3.51 per cubic yard.
- The increase resulted in an increased cost of $196,377.48.

If you require additional information, please do not hesitate to call me. I can be reached at my office at 956-782-2557 or on my cell phone at 956-227-2154.

Sincerely,

Ramiro Gutierrez, P.E.
President

cc: Files

130 E. Park Ave – Pharr, Texas 78577 – Tel: 956-782-2557 – Fax: 956-782-2558 – Email: rgutierrez@rgec.net

AI-46568 **Planning Department 17. A.**

CC - REGULAR

Meeting Date: 09/30/2014

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

Department: PLANNING DEPT.

Information

CAPTION

1. Preliminary Approval with Variance Request
a. D. Flores Subdivision – Pct. 1 (Desiderio Flores)
b. Magdalena Estates – Pct. 4 (Kyndel Bennett)

2. Preliminary Approval
a. Sand Meyer Subdivision – Pct. 1 (Jerry Pickering)
b. Ellis No. 6 Subdivision – Pct. 3 (Alfredo & Juan Rodriguez)
c. Aurora Valley Phase 4 – Pct. 1 (ML Rhodes)

3. Final Approval
a. Maiz Acres No. 5 Subdivision – Pct. 1 (Evon Harbison)
b. Fidencio Garcia Estates – Pct. 4 (Fidencio Garcia)

BACKGROUND

Attachments

D Flores - Preliminary
Magdalena Estates - Preliminary
Sand Meyer - Preliminary
Ellis No 6 - Preliminary
Aurora Valley Phase 4 - Preliminary
Maiz Acres No 5 - Final
Fidencio Garcia Estates - Final

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/18/2014 08:38 AM
Glinda Pacheco	Glinda Pacheco	09/18/2014 01:57 PM
Purchasing Department	Monica Badillo	09/26/2014 05:46 PM

Form Started By: Nora Cavazos Started On: 09/17/2014 03:04 PM

Final Approval Date: 09/26/2014

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: 09-30-2014

PROPOSED D. FLORES SUBDIVISION, PRECINCT No. 1 .

ENGINEER: NAIN ENGINEERING, LLC DEVELOPER: DESIDERIO FLORES

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

NUMBER OF LOTS: 3 ☒*SINGLE FAMILY ☐*MULTI-FAMILY ☐COMMERCIAL ☐INSTITUTIONAL

LOCATION DESCRIPTION: Northwest corner of FM 491(Baseline Rd) and Mile 14 ½ North Rd.

SUBDIVISION LIES WITHIN THE: ☒*The Rural area of the County.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON 09-04-14 PROPERTY LIES WITHIN FLOOD ZONE: "X" AS PER FEMA.

DRAINAGE DESIGN: Drainage will be accomplished within the low areas of the lot and out falling into the re-graded road side ditch.

ROAD R.O.W. DEDICATION: 20 feet to Mile 14 ½ North Rd and 20 feet to FM 491(Baseline Rd)

H.C.R.O.W. PRELIMINARY APPROVAL DATE: 10-31-14 : By, Roy Gonzalez PCT 1 R.O.W. AGENT

H.C.H.D APPROVAL DATE: 09-08-14 by: Elizardo "Chardo" Ramos, Environmental Health Division Manager

SEWER SYSTEM: ☒OSSF & SOIL ANALYSIS WERE CONDUCTED BY: Isaac Mata

WATER SERVICE PROVIDER: N.A.W.S.C. LINE SIZE: 6" LOCATION: South side Mile 14 1/2 North Rd

H.C.O.E.C. PRELIMINARY APPROVAL DATE: 09-09-14 .: By Martin Ramirez, Director of Office of Environmental Compliance

☒**SMALL CONSTRUCTION**

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

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON:

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

VARIANCE REQUEST: **Variance on Hidalgo County Subdivision Rules Title B, Chapter 2 – General Subdivion Design, Section 2.4, Item E intersections. Variance not to require 50' x 50' corner clip at the Northwest corner of Mile 14 ½ North Rd and Base Line Rd and go with 25' x 25' corner clip, due to the existing house at this location.**

STAFF RECOMMENDS:

☒ **Preliminary Approval** *subject to comments and future recommendations by planning and other departments.*

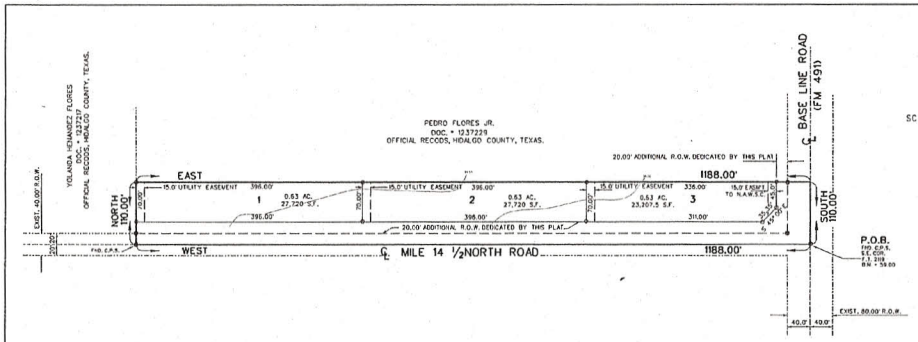
☐ **Final Approval** *subject to recommendations other departments*

☐ **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.*

D. FLORES SUBDIVISION

A 3.00 ACRE TRACT OF LAND OUT OF FARM TRACT 2119, NORTH CAPISALLO DISTRICT SUBDIVISION, ACCORDING TO THE MAP RECORDED IN VOLUME 2, PAGE 7, MAP RECORDS, HIDALGO COUNTY, TEXAS.



METES AND BOUNDS

A 3.00 ACRE TRACT OF LAND OUT OF FARM TRACT 2119, NORTH CAPISALLO DISTRICT SUBDIVISION, ACCORDING TO THE MAP RECORDED IN VOLUME 2, PAGE 7, MAP RECORDS, HIDALGO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A COTTON PICKER SPINDLE FOUND FOR THE SOUTHEAST CORNER OF FARM TRACT 2119, AND THE SOUTHEAST CORNER OF THIS TRACT;

THENCE: WEST, ALONG THE SOUTH LINE OF FARM TRACT 2119 AND THE CENTERLINE OF MILE 14 ½ NORTH ROAD, A DISTANCE OF 1188.00 FEET TO A COTTON PICKER SPINDLE FOUND FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE: NORTH, PASSING AT 20.00 FEET TO A ½" IRON ROD FOUND FOR THE NORTH R.O.W. LINE OF MILE 14 ½ NORTH ROAD, A TOTAL DISTANCE OF 110.00 TO A ½" IRON ROD FOUND FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE: EAST, PASSING AT 1148.00 FEET TO A ½" IRON ROAD FOUND FOR THE WEST R.O.W. LINE OF BASE LINE ROAD (FM 491), A TOTAL DISTANCE OF 1188.00 FEET TO A POINT ON THE EAST LINE OF FARM TRACT FOR THE NORTHEAST CORNER OF THIS TRCAT;

THENCE: SOUTH, ALONG THE EAST LINE OF FARM TRACT 2119 AND THE CENTERLINE OF BASE LINE ROAD (FM 491), A DISTANCE OF 110.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.00 ACRES OF LAND MORE OR LESS.

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, DESIDERIO FLORES OWNER OF THE 3.00 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED "D. FLORES 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: DESIDERIO FLORES
ADDRESS: 16515 N. FM 491
MERCEDES, TEXAS. 78570

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED DESIDERIO FLORES 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 _____, 20__.

NOTARY PUBLIC, FOR THE STATE OF TEXAS

THIS PLAT IS HERE BY APPROVED BY THE HIDALGO & CAMERON COUNTY IRRIGATION DISTRICT No. 9
DATED THIS _____ DAY OF _____, 20__

PRESIDENT — DATE

ATTEST: _____
SECRETARY — DATE

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

HIDALGO COUNTY DRAINAGE DISTRICT NO.1
BY: _____

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL
I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF D. FLORES SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARMENT ON _____, _____

HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

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

ENVIRONMENTAL HEALTH DIVISION MANAGER — DATE

STATE OF TEXAS
COUNTY OF HIDALGO

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

HOMERO LUIS GUTIERREZ
REGISTERED PROFESSIONAL LAND SURVEYOR No. 2701
2300 SAN DIEGO
MISSION, TEXAS 78572

STATE OF TEXAS
COUNTY OF HIDALGO

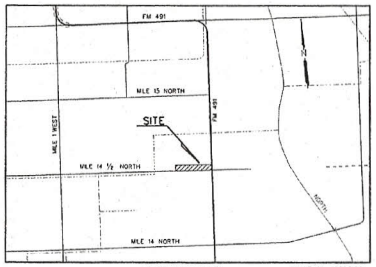
I, THE UNDERSIGNED, GUILLERMO A. ARRATIA, A LICENSED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER No. 94001 — 9/3/14
526 N. 5TH ST.
DONNA, TEXAS. 78537

GUILLERMO A. ARRATIA — 94001 — LICENSED PROFESSIONAL ENGINEER

GENERAL NOTES:

1. MINIMUM BUILDING SETBACK LINES ARE AS FOLLOWS:
   FRONT: 50.00 FEET FM 491
   FRONT: 25.00 FEET MILE 14 ½NORTH ROAD
   SIDES: 15.0 FEET OR EASEMENT WHICHEVER IS GREATER
   REAR: 10.0' OR EASEMENT WHICH EVER IS GREATER
   GARAGE/CARPORT SET BACK SHALL BE 18.0'
2. MINIMUM FINISH FLOOR NOTE:
   MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE OF STREET, 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.
   ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
3. ⊕ -DENOTES ½" IRON ROD FOUND UNLESS OTHERWISE NOTED.
   ○ -DENOTES ½" IRON ROD SET UNLESS OTHERWISE NOTED.
4. BENCHMARK ELEVATION 50.00, U.S.G.S., C.P.S. AT THE SOUTHEAST CORNER OF THIS SUBDIVISION
5. FLOOD ZONE DESIGNATION: ZONE "X"
   AREAS DETERMINED TO BE OUT SIDE 500 YEAR FLOOD PLAIN
   C.P.N. 480334 0490 C
   MAP REVISED: MAY 30, 2002
   CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).
6. DRAINAGE:
   IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF ...6,280... CUBIC -FEET ...0.14... 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 THE LOTS
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.



LOCATION MAP — SCALE: 1"= 2000.00'

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

D. FLORES SUBDIVISION IS WITHIN HIDALGO COUNTY PRECINCT No. 1 AND IS LOCATED EASTERLY HIDALGO COUNTY, AT THE NORTHWEST CORNER OF FM 491 AND MILE 14 ½NORTH ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF LA VILLA (POPULATION OF 1,455 - 2010 CENSUS). D. FLORES SUBDIVISION IS LOCATED 9.400 FEET FROM THE CITY LIMITS OF LA VILLA.

10. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
    THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
    THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
    A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE, AND MULTI-FAMILY USE.
    B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
    C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT
    D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER 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. DESIDERIO FLORES., THE OWNER & SUBDIVIDER OF LOS RAMIREZ 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 SHALL COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPANCY AN EASEMENT.
15. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR SEWER CONNECTIONS 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.
20. ALL LOTS IN D. FLORES SUBDIVISION ARE HEREBY GRANTED A " DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN D. FLORES SUBDIVISION TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNER OF D. FLORES SUBDIVISION THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS 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 DRAINAGE DISTRICT ARE ALSO ENTITLE TO RECOVER ALL ENFORCEMENT COSTS AND/OR MAINTENANCE COSTS FROM THE LOT OWNERS IN VIOLATION. IN THE EVENT THE DRAINAGE SWALES DEPICTED ON THE SUBDIVISION PLAT ARE NO LONGER NECESSARY FOR DRAINAGE OF THE LOTS COMPRISING D. FLORES SUBDIVISION BECAUSE AN ALTERNATIVE 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 D. FLORES SUBDIVISION, THE COUNTY AND THE DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY (AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN D. FLORES 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 RECORED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, 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 THEREOF BEING THE PIPELINE INSTALLED. IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE CITY, COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATERLINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATE SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED. THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR CONVENANTS THAT IT IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LES EXCEPT THE FOLLOWING: THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGHT FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF TYTLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT. WHICHEVER IS LONGER.

IN WITNESS WHEREOF THE SAID GRANTOR EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____, 20__.

OWNER: DESIDERIO FLORES
ADDRESS: 16515 N. FM 491
MERCEDES, TEXAS. 78570

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

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE D. FLORES 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

REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	DESIDERIO FLORES	16515 N. FM 491	MERCEDES, TEXAS. 78570	956-246-8019
ENGINEER:	GUILLERMO A. ARRATIA, P.E.	526 N. 5TH ST.	DONNA, TX. 78537	(956) 784-0218
SURVEYOR:	HOMERO L. GUTIERREZ	2300 SAN DIEGO	MISSION, TEXAS. 78572	(956) 583-8479

DATE OF PREPARATION: OCTOBER, 2011

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

SHEET 1 OF 3

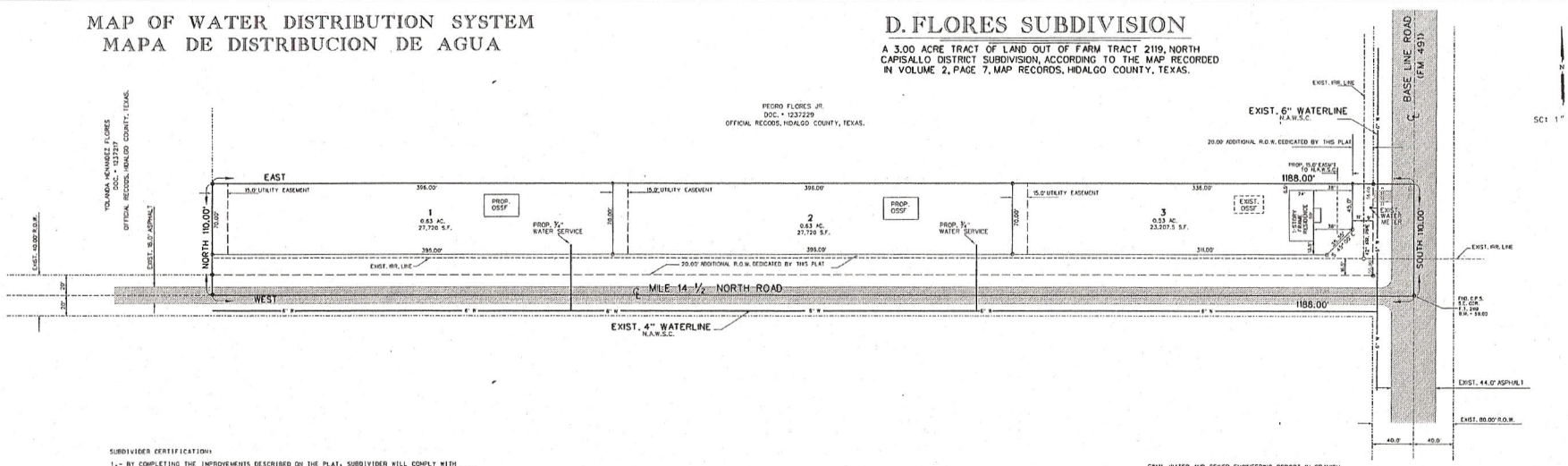
INDEX TO SHEET OF D. FLORES SUBDIVISION

SHEET 1	HEADING INDEX & LOCATION MAP AND TEN PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY APPROVAL CERTIFICATES; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.D.D. CERTIFICATION; H.C. IRRIGATION DISTRICT NO. 9 CERTIFICATE OF APPROVAL; REVISION NOTES; H.C.H.D., AND H.C.R.D.'S
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
SHEET 3	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENTS; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION; REVISION NOTES; CONSTRUCTION DETAILS

MAP OF WATER DISTRIBUTION SYSTEM
MAPA DE DISTRIBUCION DE AGUA

D. FLORES SUBDIVISION

A 3.00 ACRE TRACT OF LAND OUT OF FARM TRACT 2119, NORTH CAPISALLO DISTRICT SUBDIVISION, ACCORDING TO THE MAP RECORDED IN VOLUME 2, PAGE 7, MAP RECORDS, HIDALGO COUNTY, TEXAS.



SUBDIVIDER CERTIFICATION:

1.- BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS 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 DESIDERIO FLORES SUBDIVIDER OF D. FLORES 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: DESIDERIO FLORES
ADDRESS: 16515 N. FM 491
MERCEDES, TEXAS. 78570

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED DESIDERIO 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 _____, 2011

NOTARY PUBLIC, FOR THE STATE OF TEXAS

FINAL WATER AND SEWER ENGINEERING REPORT

WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

D. FLORES SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY THE NORTH ALAMO WATER SUPPLY (N.A.W.S.C.) THE SUBDIVIDER, AND N.A.W.S.C., HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

N.A.W.S.C. HAS AN EXISTING 4" DIAMETER WATERLINE RUNNING ALONG THE WEST RIGHT-OF-WAY OF BASE LINE ROAD (FM 491) AND EXISTING 6" WATERLINE RUNNING ALONG THE SOUTH SIDE OF MILE 14 ½ NORTH ROAD

WATER DISTRIBUTION FOR D. FLORES SUBDIVISION CONSIST OF A PROPOSED 2 - ¾" DIAMETER SINGLE WEATER SERVICE FOR LOTS 1 AND 2 , SAID SERVICE TERMINATE AT THE WATER METER BOX, LOT 3 HAS AN EXISTING METER AND THE METER BOX HAVE ALREADY BEEN INSTALLED AT A TOTAL COST OF $1,100.00, IN ADDITION THE THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $2,000.00, WHICH COVERS THE COST FOR LOTS 1 AND 2 , AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF THE WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOT 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 D. FLORES SUBDIVISION WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENTS SEPTIC TANK AND A DRAIN FIELD ON THIS LOT. THE UNDERSIGNED PROFESSIONAL ENGINEER HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR A REPLACEMENTS DRAIN FIELD.

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

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOTS IS $2,800.00, 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 $2,400.00. THE HIDALGO COUNTY HEALTH DEPATMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF ON _____
LOT 3 HAS AN EXISTING OSSF

ENGINEER CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COST TO INSTALL THE WATER DISTRIBUTION 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 $1,100.00

SEWAGE FACILITIES - SEPTIC SYSTEM HAS BEEN INSTALLED AT A TOTAL COST OF $2,800.00

FINAL WATER AND SEWER ENGINEERING REPORT IN SPANISH

PROVISION DE AGUA: DESCRIPCION, GASTOS Y FECHA DE INICIO

LA SUBDIVISION DE D. FLORES 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 ANIOS. 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 D. FLORES SUBDIVISION CONSISTE DE UN CONDUCTO DE AGUA EXISTENTE DE 6 PULGADAS DE DIAMETRO QUE PASA POR EL LADO OESTE DEL DERECHO DE VIA (RIGHT-OF-WAY) DE LA CARRETERA BASE LINE ROAD (FM 491) Y TAMBIEN UNA LINEA DE 6 PULGADAS EXISTENTE QUE PASA POR EL LADO SUR DE LA CARRETERA MILE 14 ½NORTH ROAD

DEL CONDUCTO DE AGUA DE 4 PULGADAS SE INSTALARA DOS CONDUCTOS DE ¾ DE PULGADA DEDIAMETRO PARA EL LOTE 1 Y 2 Y EL MEDIDOR MECANICO DE AGUA A UN COSTO TOTAL DE $1,100.00 PARA EL LOTE 3 YA EXISTEN UN MEDIDOR DE AGUA. EL DUENO DE LA SUBDIVISION TAMBIEN LE HA PAGADO A N.A.W.S.C., $2,000.00 POR LOTE 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. EL INGENIERO AUTOR DE ESTE DOCUMENTO HA EVALUADO EL AREA DONDE SE ENCUENTRA LA SUBDIVISION Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA ESAS FOSA SEPTICAS (OSSF). EL REPORTE FUE APROVADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (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 $1,400.00 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 $2,800.00. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODAS LAS FOSAS SEPTICAS Y AH APROBADO LA INSTALACION DE LAS FOSAS SEPTICAS DESDE _____
EL LOTE 3 YA TIENE UN SYSTEMA SEPTICO EXISTENTE

CERTIFICATIONS:

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 $1,100.00

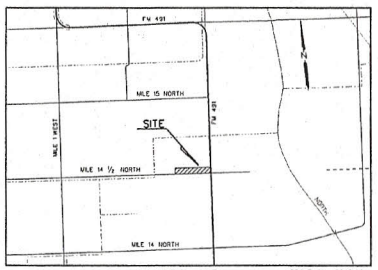
DENAJE: SE ESTIMA QUE LA FOSA SEPTICA COSTARA $1,400.00 PARA CADA LOTE.

COST ESTIMATE:

STREET PAVING:	$ 000.00
WATER SUPPLY SYSTEM	$ 1,100.00
SEPTIC TANK SYSTEM	$ 2,800.00
DRAINAGE	

STATE OF TEXAS
GUILLERMO A ARRATIA
94001
LICENSED PROFESSIONAL ENGINEER

GUILLERMO A ARRATIA, P.E.
LICENSED PROFESSIONAL ENGINEER • 94001 9/3/14
526 N. 5TH ST.
DONNA, TEXAS. 78537



LOCATION MAP SCALE: 1"= 2640.00'

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

D. FLORES SUBDIVISION IS WITHIN HIDALGO COUNTY PRECINCT No. 1 AND IS LOCATED EASTERLY HIDALGO COUNTY, AT THE NORTHWEST CORNER OF FM 491 AND MILE 14 ½NORTH ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF LA VILLA (POPULATION OF 1,455 - 2010 CENSUS). D. FLORES SUBDIVISION IS LOCATED 9,400 FEET FROM THE CITY LIMITS OF LA VILLA.

REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	DESIDERIO FLORES	16515 N. FM 491	MERCEDES, TEXAS. 78570	956-248-8019
ENGINEER:	GUILLERMO A. ARRATIA, P.E.	526 N. 5TH ST.	DONNA, TX 78537	(956) 784-0218
SURVEYOR:	HOMERO L. GUTIERREZ	2600 SAN DIEGO	MISSION, TEXAS 78572	(956) 583-5479

DATE OF PREPARATION: OCTOBER, 2011

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

SHEET 2 OF 3

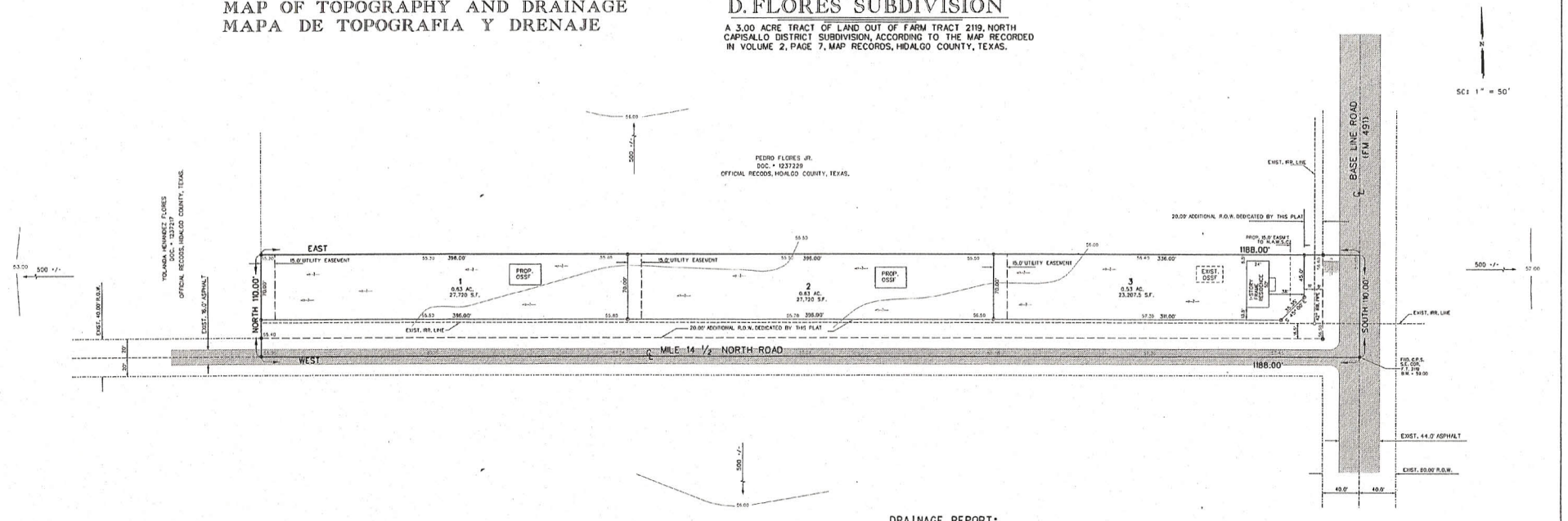
INDEX TO SHEET OF D. FLORES SUBDIVISION

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. IRRIGATION DISTRICT NO. 9 CERTIFICATE OF APPROVAL; REVISION NOTES; N.C.W.D. AND N.C.R.D.#9
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
SHEET 3	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THE DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE; AND ENGINEER'S CERTIFICATION; REVISION NOTES; CONSTRUCTION DETAILS

MAP OF TOPOGRAPHY AND DRAINAGE
MAPA DE TOPOGRAFIA Y DRENAJE

D. FLORES SUBDIVISION

A 3.00 ACRE TRACT OF LAND OUT OF FARM TRACT 2119, NORTH CAPISALLO DISTRICT SUBDIVISION, ACCORDING TO THE MAP RECORDED IN VOLUME 2, PAGE 7, MAP RECORDS, HIDALGO COUNTY, TEXAS.



DRAINAGE REPORT:

OCTOBER, 2011
DRAINAGE REPORT:
BY: GUILLERMO A. ARRATIA, P.E.

D. FLORES SUBDIVISION
HIDALGO COUNTY, TEXAS

PROJECT LOCATION:
THE PROPERTY IS LOCATED AT THE NORTHWEST CORNER OF BASE LINE ROAD (FM 491) AND MILE 14 1/2NORTH ROAD

FLOOD PLAIN:
THE SUBJECT TRACT LIES IN ZONE "X"
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.
IN ACCORDANCE WITH FEMA FIRM MAP NO. 480334 0450 C.
MAP REVISED: MAY 30, 2002

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

EXISTING CONDITIONS:
THE SUBJECT TRACT IS CURRENTLY DEVELOPED, LOT 3 HAS AN EXISTING HOUSE, THE EXISTING TERRAIN HAS A GRADE OF APPROXIMATELY 0.1%, EXISTING RUNOFF (1.58 CFS) FROM THE SITE IS BY FORM OF SHEET FLOW RUNS TOWARDS THE WEST SIDE OF THIS TRACT.

PROPOSED CONDITIONS:
THE PROPOSED CONDITIONS FOR THIS SUBJECT TRACT CONSIST OF THREE RESIDENTIAL LOTS. THE STORM SEWER RUNOFF AFTER DEVELOPMENT TO BE 2.5 CFS, HAVE CALCULATED THAT 0.790 CF OF STORM SEWER FOR A 10-YEAR DESIGN FREQUENCY AND WILL BE DETAINED WITHIN THE PROPERTY BY A DRAINAGE EXISTING NATURAL LOW AREAS, AND OUTFALLING INTO THE RE-GRADED ROAD SIDE DITCH. DRAINAGE PLAN TO BE APPROVED BY THE COUNTY OF HIDALGO AT THE TIME OF ISSUANCE OF BUILDING PERMIT.

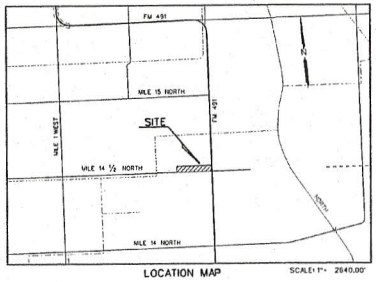
COST ESTIMATE:

STREET PAVING:	$ 000.00
WATER SUPPLY SYSTEM	$ 1,100.00
SEPTIC TANK SYSTEM	$ 2,800.00
DRAINAGE	$ 000.00

CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THIS SUBDIVISION LIES IN A
THE SUBJECT TRACT LIES IN ZONE "X"
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.
IN ACCORDANCE WITH FEMA FIRM MAP NO. 480334 0450 C.
MAP REVISED: MAY 30, 2002
BASED ON GRAPHICAL REPRESENTATION ON DATE SIGN.

GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER NO. 94001 9/3/12
536 N. 5TH ST.
DONNA, TEXAS. 78537

STATE OF TEXAS
GUILLERMO A. ARRATIA
94001
LICENSED
PROFESSIONAL ENGINEER



LOCATION MAP SCALE: 1"= 2640.00'

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

D. FLORES SUBDIVISION IS WITHIN HIDALGO COUNTY PRECINCT No. 1 AND IS LOCATED EASTERLY HIDALGO COUNTY, AT THE NORTHWEST CORNER OF FM 491 AND MILE 14 1/2NORTH ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF LA VILLA (POPULATION OF 1,455 - 2010 CENSUS). D. FLORES SUBDIVISION IS LOCATED 9,400 FEET FROM THE CITY LIMITS OF LA VILLA.

REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	DESIDERIO FLORES	18515 N. FM 491	MERCEDES, TEXAS. 78570	956-245-8019
ENGINEER:	GUILLERMO A. ARRATIA, P.E.	536 N. 5TH ST.	DONNA, TX 78537.	(956) 784-0218
SURVEYOR:	ROMERO L. GUTIERREZ	2800 SAN DIEGO	MISSION, TEXAS 78572	(956) 583-5479

DATE OF PREPARATION: OCTOBER, 2011

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

SHEET 3 OF 3

INDEX TO SHEET OF D. FLORES SUBDIVISION

SHEET 1	HEADING: INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS: LEGAL DESCRIPTION (METES AND BOUNDS): SURVEYOR'S AND ENGINEER'S CERTIFICATION: PLAT NOTES AND RESTRICTIONS: OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION: COUNTY APPROVAL CERTIFICATES: COUNTY CLERK'S RECORDING CERTIFICATE: HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL: DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED: H.C.D.D. CERTIFICATION: H.C. IRRIGATION DISTRICT NO. 9 CERTIFICATE OF APPROVAL: REVISION NOTES: H.C.H.D. AND H.C.E.D.N.
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 VERSIONS): TYPICAL WATER SERVICE CONNECTIONS: OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION
SHEET 3	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT: MAP OF TOPOGRAPHY AND DRAINAGE: AND ENGINEER'S CERTIFICATION: REVISION NOTES: CONSTRUCTION DETAILS

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: 09-30-2014

PROPOSED MAGDALENA ESTATES SUBDIVISION, PRECINCT No. 4 .

ENGINEER: KK ENGINEERING DEVELOPER: KYNDEL BENNETT

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

NUMBER OF LOTS: 64 ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: Southeast corner of Tower Rd & Wisconsin Rd

SUBDIVISION LIES WITHIN THE: ☒*The Rural area of the County.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON 08-27-14 PROPERTY LIES WITHIN FLOOD ZONE: "X" AS PER FEMA.

DRAINAGE DESIGN: Will be provided by storm drainage pipe system connecting to a proposed regional detention pond, discharging to the H.C.I.D. No. 2 drain ditch North of Wisconsin Rd.

ROAD R.O.W. DEDICATION: 20 feet to Tower Rd and 20 feet to Wisconsin Rd

H.C.R.O.W. PRELIMINARY APPROVAL DATE: 08-27-14 : By, Jesse Ozuna PCT 4 R.O.W. AGENT

H.C.H.D APPROVAL DATE: 09-16-14 by: Elizardo "Chardo" Ramos, Environmental Health Division Manager

SEWER SYSTEM: ☒OSSF & SOIL ANALYSIS WERE CONDUCTED BY: Jose Angel Gonzalez

WATER SERVICE PROVIDER: N.A.W.S.C. LINE SIZE: 12" LOCATION: West side of Tower Rd

H.C.O.E.C. PRELIMINARY APPROVAL DATE: 08-27-14 .: By Martin Ramirez, Director of Office of Environmental Compliance

☒**LARGE CONSTRUCTION**

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

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON:

VARIANCE REQUEST: **VARIANCE REQUEST FROM THE HIDALGO COUNTY SUBDIVISION RULES, TITLE B, CHAPTER 2.8 SECTION B. LOT FRONTAGE ON COUNTY ROAD. THE REQUIREMENT IS 100.0 FEET, THE PROPOSED IS 98.41 FEET.**

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

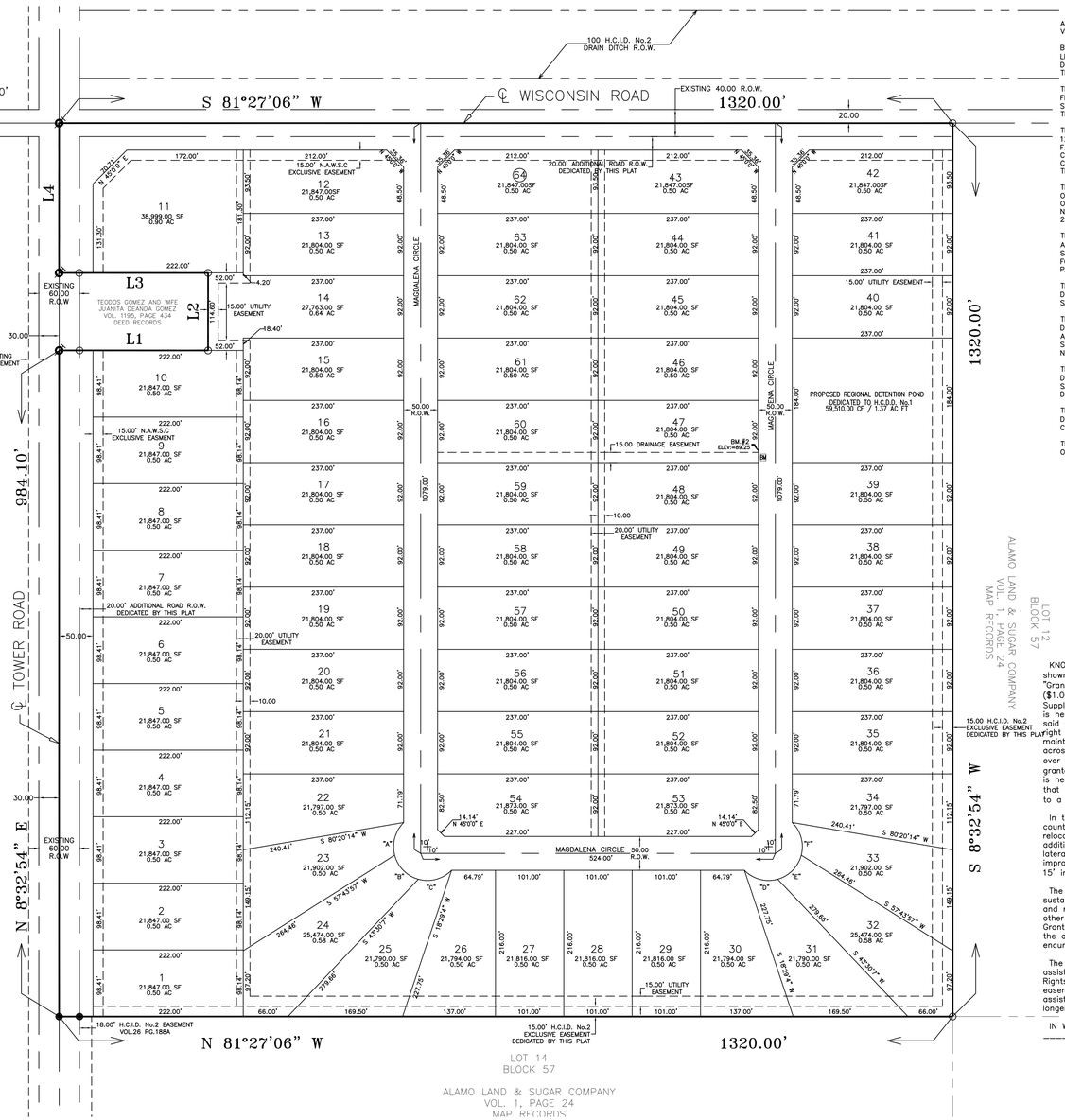
STAFF RECOMMENDS: ☒ **Preliminary Approval** *subject to comments and future recommendations by planning and other departments.*

☐ **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.

*



NUMBER	DIRECTION	DISTANCE
L1	S 82°19'08" W	220.00'
L2	N 08°34'52" E	114.00'
L3	N 82°19'08" W	220.00'
L4	N 08°34'52" E	221.30'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
A	52.51'	50.00	46°02'28"	S 30°51'44" W	50.13'
B	52.14'	50.00	53°43'16"	S 59°42'38" E	49.81'
C	53.52'	50.00	53°43'16"	S 15°21'18" W	50.92'
D	52.51'	50.00	27°39'46"	S 37°49'43" E	50.13'
E	52.14'	50.00	53°43'16"	S 84°23'08" E	49.81'
F	53.52'	50.00	53°43'16"	N 58°13'30" E	50.92'

LEGEND
- ◉ 1/2" PIPE FOUND
- ⊘ NAIL SET
- ● 1/2" I.R. SET
- ○ 1/2" IRON ROD FOUND

STATE OF TEXAS
COUNTY OF HIDALGO

UNDER LOCAL GOVERNMENT CODE § 232.028(a)

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

_____ _____
HIDALGO COUNTY JUDGE DATE

ATTEST: _____ _____
HIDALGO COUNTY CLERK DATE

THE COUNTY OF HIDALGO TEXAS

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

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

BY: _____ DEPUTY

K K Engineering Consultant
GENERAL PROFESSIONAL CIVIL ENGINEERING SERVICES
410 E. DOVE (FIRM REGISTRATION #F-1334)
P.O. BOX 3422 McALLEN, TEXAS 78502
(956) 630-2125 FAX (956) 630-2219

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	KYNDEL W. BENNETT, BENNETT-FLORES INVESTMENTS, LLC.	P.O. BOX 365	LA BLANCA 78558	(956) 464-4431	(956) 464-2597
ENGINEER:	KAMBIZ S. KHADEMI P.E.	410 E. DOVE AVE.	McALLEN 78504	(956) 630-2125	(956) 630-2219
SURVEYOR:	JOSE MARIO GONZALEZ R.P.L.S.	24593 FM88	MONTE ALTO 78538	(956) 380-5154	(956) 380-5156

METES AND BOUNDS

A. 39.42 ACRES OUT OF LOT 11, BLOCK 57 ALAMO LAND & SUGAR COMPANY VOLUME 1, PAGE 24, MAP RECORDS HIDALGO COUNTY, TEXAS

BEGINNING ON A SET 1/2 IRON ROD ON THE NORTHEAST CORNER OF SAID LOT 4, THE WEST LINE OF LOT 9 OF SAID ENGELMAN'S SUBDIVISION AND THE SOUTH RIGHT-OF-WAY LINE OF DONNA IRRIGATION DISTRICT NO. 1, FOR THE NORTHERN MOST NORTHEAST CORNER OF THIS TRACT AND THE POINT OF BEGINNING;

THENCE, S 00° 34' 39" E, ALONG THE EAST LINE OF SAID LOT 4, A DISTANCE OF 748.75 FEET TO A 1/2 IRON ROD SET ON THE SOUTHWEST CORNER OF LOT 8 OF SAID ENGELMAN'S SUBDIVISION AND THE NORTHWEST CORNER OF SAID LOT 7, FOR AN INSIDE CORNER OF THIS TRACT;

THENCE, N 89° 25' 21" E, ALONG THE NORTH LINE OF SAID LOT 7, AT A DISTANCE OF 1250.00 FEET PASS A FOUND 1/2" IRON PIPE ON THE WEST RIGHT-OF-WAY LINE OF TEXAS F.M. 493, RECORDED IN VOLUME 938, PAGE 618, D.R.H.C., VOLUME 938, PAGE 620, D.R.H.C., CONTINUING A TOTAL DISTANCE OF 1290.00 FEET TO PK NAIL SET ON THE COMMON EAST CORNER OF SAID LOT 7 AND LOT 8 IN THE RIGHT-OF-WAY OF SAID TEXAS F.M. 493, FOR THE SOUTHERN MOST NORTHEAST CORNER OF THIS TRACT;

THENCE, S 00° 34' 39" E, ALONG THE EAST LINE OF SAID LOT 7 AND THE RIGHT-OF-WAY OF SAID TEXAS F.M. 493, AT A DISTANCE OF 447.25 FEET PASS THE COMMON EAST CORNER OF SAID LOT 7 AND LOT 163, CONTINUING A TOTAL DISTANCE OF 1091.90 FEET TO A PK NAIL SET ON THE NORTHEAST CORNER OF ABEL SUBDIVISION PHASE I, RECORDED IN VOLUME 29, PAGE 126, M.R.H.C., FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE, S 89° 25' 21" W, ALONG THE NORTH LINE OF SAID ABEL SUBDIVISION PHASE I, AT A DISTANCE OF 40.00 FEET FOUND ¾" IRON ROD PASS THE WEST RIGHT-OF-WAY LINE OF SAID TEXAS F.M. 493, CONTINUING A TOTAL DISTANCE OF 1290.00 FEET TO A 1/2 IRON ROD FOUND ON AN INSIDE CORNER OF ABEL SUBDIVISION PHASE II, RECORDED IN VOLUME 30, PAGE 135, M.R.H.C., FOR THE SOUTHERN MOST SOUTHWEST CORNER OF THIS TRACT;

THENCE, N 00° 34' 39" W, ALONG THE EAST LINE OF SAID ABEL SUBDIVISION PHASE II, A DISTANCE OF 644.64 FEET TO A 1/2" IRON PIPE FOUND ON THE NORTHEAST CORNER OF SAID ABEL SUBDIVISION PHASE II, FOR AN INSIDE CORNER OF THIS TRACT;

THENCE, S 89° 25' 21" W, ALONG THE NORTH LINE OF SAID ABEL SUBDIVISION PHASE II, A DISTANCE OF 541.28 FEET TO A 1/2" IRON ROD FOUND ON THE NORTH LINE OF ANDERSON ACRES SUBDIVISION, RECORDED IN DOCUMENT NO. 2166561, M.R. H.C. AND THE COMMON SOUTH CORNER OF SAID LOT 4 AND LOT 5 OF SAID ENGELMAN'S SUBDIVISION, FOR THE NORTHERN MOST SOUTHWEST CORNER OF THIS TRACT;

THENCE, N 00° 34' 39" W, ALONG THE COMMON LINE OF SAID LOT 4 AND LOT 5, A DISTANCE OF 1187.50 FEET TO A 1/2" IRON ROD SET ON THE COMMON NORTH CORNER OF SAID LOT 4 AND LOT 5 AND THE SOUTH RIGHT-OF-WAY LINE OF SAID DONNA IRRIGATION DISTRICT NO. 1, FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE, N 88° 31' 21" E, ALONG THE COMMON LINE OF SAID LOT 4 AND DONNA IRRIGATION DISTRICT NO. 1, A DISTANCE OF 244.24 FEET TO A 1/2"IRON ROD SET, FOR AN INSIDE CORNER OF THIS TRACT;

THENCE, N 00° 13' 21" E, A DISTANCE OF 108.59 FEET TO A 1/2" IRON ROD SET, FOR AN OUTSIDE CORNER OF THIS TRACT;

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor"whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and and lay thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocating said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein, This agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

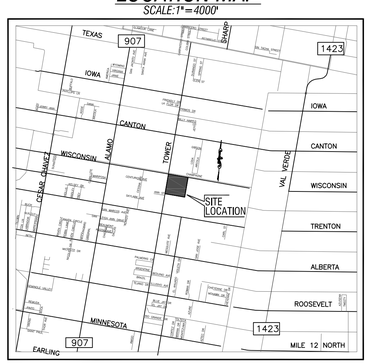
The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this____ day of _____ 201___.

_____
KYNDEL W. BENNETT, PRESIDENT
P.O. BOX 365
LA BLANCA ROAD, TX 78558

LOCATION MAP

SCALE: 1"=4000'



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL

MAGDALENA ESTATES IS LOCATED ON THE SOUTH EAST CORNER OF TOWER ROAD AND WISCONSIN ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG, ACCORDING TO THE OFFICIAL MAP IN THE OFFICES OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 77,100 – 2010 CENCUS) AND HIDALGO COUNTY PLANNING DEPARTMENT. THIS SUBDIVISION LIES WITHIN THE 5 MILE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF EDINBURG UNDER LOCAL GOVERNMENT CODE 212.001 PRECINCT. No. 4.

GENERAL SUBDIVISION PLAT NOTES

1. MINIMUM FINISH FLOOR ELEVATION SHALL BE AS NOTED M.F.F.E. (TC+00") ON THE LOTS ABOVE THE TOP OF THE STREET CURB WHEN MEASURED AT THE CENTER FRONT OF ALL THE LOTS. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIREDFOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

2. FLOOD ZONES STATEMENTS:

ZONE "C" AREAS OF MINIMUM FLOODING (NO SHADING)
COMMUNITY-PANEL NO. 480334 0425 C EFFECTIVE DATE: NOVEMBER 16, 1982.

THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN. COMMUNITY-PANEL NO. 480334 0425 EFFECTIVE DATE: NOVEMBER 16, 1982. OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY,TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR HAVE IDENTIFIED NO OTHER AREAS AS SHOWN ON THIS PLAT ARE WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

3. SETBACKS:

FRONT:	25.00 FEET 50.00 FEET FRONTING TOWER RD 40.00 FEET IF FRONTING WISCONSIN RD
REAR:	15.00 FEET OR EASEMENT WHICHEVER IS GREATER
CORNER SIDE:	15.00 FEET AND 20.00 FEET FOR LOT 11
GARAGE FRONT:	18.00 FEE
SIDE:	6.00 FEET OR EASEMENT WHICHEVER IS GREATER

4. NO MORE THAN ONE SINGLE-FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS NO COMMERCIAL USE SHALL BE ALLOWED FOR LOTS 13 THROUGH 41 AND LOTS 44 THROUGH 63. (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.

5. CORNER MARKERS, CONSISTING OF A ONE-HALF (1/2) INCH STEEL ROD 18 INCHES IN LENGTH, WITH PLASTIC CAP STAMPED "RIO DELTA SURVEYING", HAVE BEEN DRIVEN FLUSH WITH THE GROUND SURFACE TO MARK THE CORNERS OF ALL LOTS.

6. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.

-->B.M. NO. 1-ELEV. 70.13 SQUARE CUT ON LINET LOCATED EAST OF WISCONSIN ROAD R.O.W. APPROXIMATE 90 FEET WEST FROM THE NORTH EAST CORNER OF THIS PROPERTY.

-->B.M. NO. 2-ELEV. 89.25 SQUARE MARKER ON TOP OF INLET LOCATED WEST CURB OF MAGDALENA CIRCLE BETWEEN LOTS 47 AND 48.

7. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 59,510.00 CUBIC-FEET (1.37 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No.3 FOR STORM SEWER IMPROVEMENTS.)

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

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

10. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

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

12 ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAIN FIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

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

14. KYNDEL W. BENNETT THE OWNER & SUBDIVIDER OF MAGDALENA ESTATES SUBDIVISION RETAINS A BLANKET EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO.2 OF THIS PLAT.

15. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS.

16. LOTS 12, 42, 43, AND 64 SHALL NOT HAVE ACCESS/DRIVEWAY ONTO WISCONSIN ROAD UNLESS UTILIZED FOR COMMERCIAL USE. IF THE AFOREMENTIONED LOTS ARE UTILIZED FOR COMMERCIAL USE THE LOT OWNER SHALL BE REQUIRED TO INSTALL A BUFFER FENCE ABUTTING ALL RESIDENTIAL LOTS AND MUST COMPLY WITH THE HIDALGO COUNTY PLANNING DEPARTMENT SITE PLAN REVIEW AS PER PLAT NOTE NO.11.

17. REGIONAL DRAINAGE FACILITY (RDF) FOR THIS DEVELOPMENT SHALL BE DEDICATED TO HCDD No. 1 AS SHOWN ON THE PLAT. CONSTRUCTION SHALL BE IN ACCORDANCE WITH COUNTY AND HCDD No. 1 SPECIFICATION. HCDD No. 1 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF SAID RDF. NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN THE RDF EASEMENT.

INDEX TO SHEETS OF MAGDALENA ESTATES SUBDIVISION	
SHEET 1	HEADING; INDEX; LOCATION MAP; AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOT, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR' S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY JUDGE CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.D.D. NO. 1 CERTIFICATION; HIDALGO COUNTY IRRIGATION DISTRICT No.2 AND HCHD. REVISION NOTES.
SHEET 2	WATER DISTRIBUTION AND SANITARY SEWER MAP; TYPICAL WATER SERVICE CONNECTION; REVISION NOTES; ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION. WATER DISTRIBUTION AND OSSF MAP; TYPICAL WATER SERVICE CONNECTION
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PLAT OF MAGDALENA ESTATES SUBDIVISION

A. 39.42 ACRES OUT OF LOT 11, BLOCK 57 ALAMO LAND & SUGAR COMPANY VOLUME 1, PAGE 24, MAP RECORDS HIDALGO COUNTY, TEXAS

PREPARED BY: K K ENGINEERING CONSULTANT
DATE: AUGUST, 2014

STATE OF TEXAS COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

MAGDALENA ESTATES, L.P., AS OWNER OF THE 39.42 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED MAGDALENA ESTATES SUBDIVISION HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE OF STREETS, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT:

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

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____ _____
OWNER: DATE
MAGDALENA ESTATES, L.P.
A TEXAS LIMITED PARTNERSHIP
BY: BENNETT FLORES INVESTMENTS, L.L.C.
A TEXAS LIMITED LIABILITY COMPANY
ITS: GENERAL PARTNER
BY: KYNDEL W. BENNETT, PRESIDENT
P.O. BOX 365
LA BLANCA, TX 78558

STATE OF TEXAS COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED KYNDEL W. BENNETT KNOWN TO ME TO BE THE PERSON (S) WHOSE NAME (S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT. AND ACKNOWLEDGED TO ME THAT HE (THEY) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE_____DAY OF_____ 201____.

_____
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
MY COMMISSION EXPIRES_____

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No. 2 ON THIS, THE_____DAY OF_____ 20____.

NO IMPROVEMENTS OF ANY KIND(INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT #2 RIGHT-OF-WAYS OR EASEMENTS.

_____ ATTEST _____
PRESIDENT SECRETARY

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

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
BY: _____
_____

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF MAGDALENA ESTATES SUBDIVISION WAS REVIEWED AND APROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON,_____, _____.

_____ _____
HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, KAMBIZ S. KHADEMI A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

DATED THIS THE ___ DAY OF _____ 201__

_____
REGISTERED PROFESSIONAL ENGINEER
No.57767 STATE OF TEXAS

STATE OF TEXAS
REGISTERED
KAMBIZ S. KHADEMI
57767
PROFESSIONAL ENGINEER

STATE OF TEXAS
COUNTY OF HIDALGO

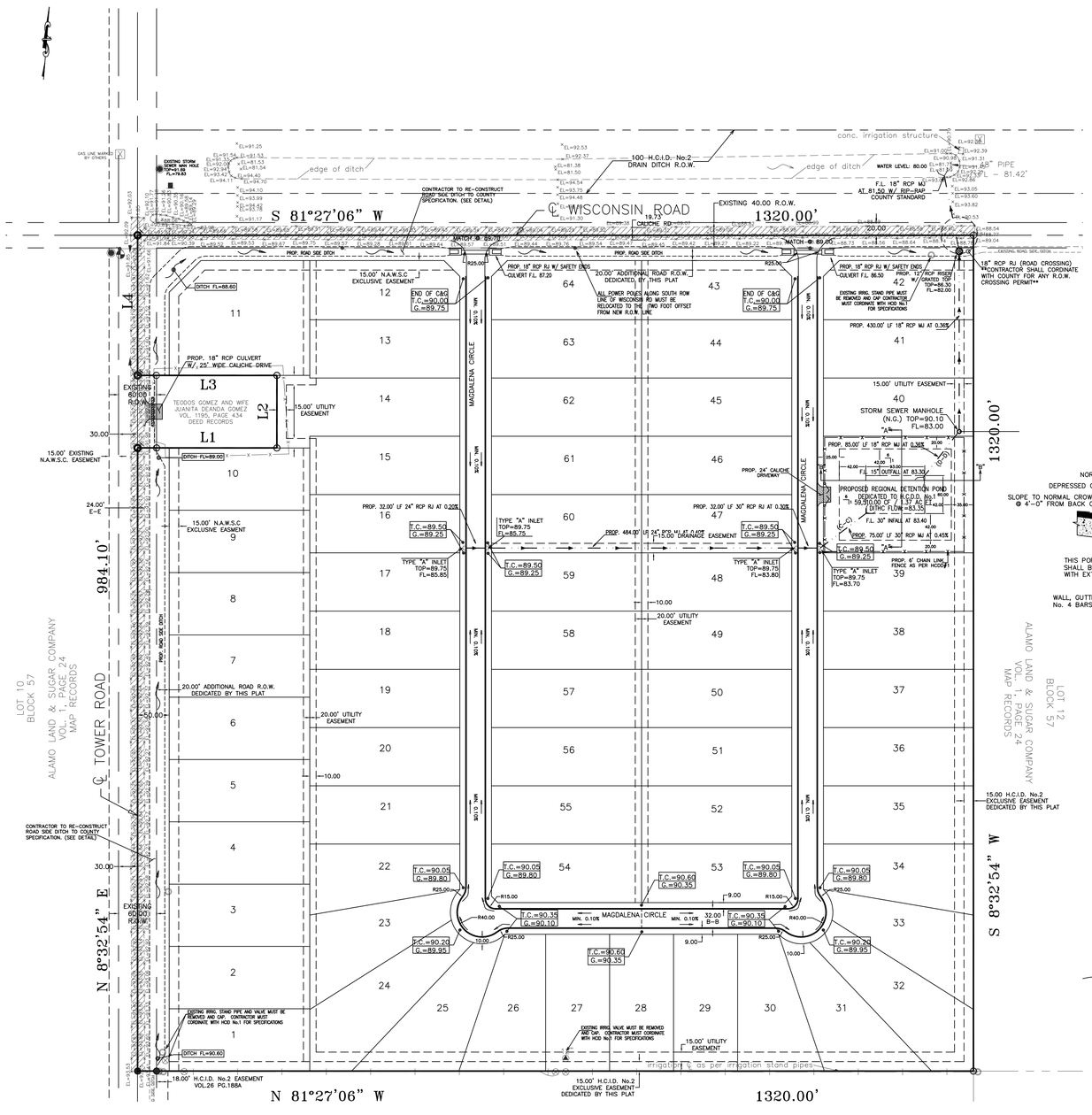
I, JOSE MARIO GONZALEZ, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT AND DESCRIPTION OF THE MAGDALENA ESTATES SUBDIVISION WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION.

DATED THIS THE _____ DAY OF _____ 201__

_____
REGISTERED PROFESSIONAL SURVEYOR
NO.5571 STATE OF TEXAS

STATE OF TEXAS
REGISTERED
JOSE MARIO GONZALEZ
5571
PROFESSIONAL LAND SURVEYOR

SHEET 1 OF 3


S 81°27'06" W
C L WISCONSIN ROAD
EXISTING 40.00 R.O.W.
1320.00'
CALICHE RD
edge of ditch
conc. irrigation structure
100-H.C.I.D. No:2 DRAIN DITCH R.O.W.
WATER LEVEL: 80.00
F.L. 18" RCP MJ AT 81.50 W/ RIP-RAP COUNTY STANDARD
CONTRACTOR TO RE-CONSTRUCT ROAD SIDE DITCH TO COUNTY SPECIFICATION. (SEE DETAIL)
PROP. ROAD SIDE DITCH
MATCH @ 89.00
PROP. 18" RCP RJ W/ SAFETY ENDS
CULVERT F.L. 87.20
CULVERT F.L. 86.50
PROP. 12" RCP RISER W/ GRATED TOP=88.50 F.L.=82.00
18" RCP RJ (ROAD CROSSING) *CONTRACTOR SHALL COORDINATE WITH COUNTY FOR ANY R.O.W. CROSSING PERMIT**
20.00' ADDITIONAL ROAD R.O.W. DEDICATED BY THIS PLAT
ALL POWER POLES ALONG SOUTH ROW LINE OF WISCONSIN RD MUST BE RELOCATED TO THE TWO FOOT OFFSET FROM NEW R.O.W. LINE
EXISTING RING, STAND PIPE MUST BE REMOVED AND CAP. CONTRACTOR MUST COORDINATE WITH HCID NO.1 FOR SPECIFICATIONS
PROP. 450.00' LF 18" RCP MJ AT 0.36%
PROP. 85.00' LF 18" RCP MJ AT 0.36%
F.L. 15" OUTFALL AT 83.30
PROPOSED REGIONAL DETENTION POND DEDICATED TO H.C.I.D. No.1 W.S.E.L.=90.00 (DITHC FLOW=83.30)
F.L. 30" INFALL AT 83.40
PROP. 75.00' LF 30" RCP MJ AT 0.45%
PROP. 6' CHAIN LINK FENCE AS PER HCID#1
PROP. 32.00' LF 30" RCP RJ AT 0.30%
PROP. 484.00' LF 24" RCP MJ AT 0.00%
15.00' DRAINAGE EASEMENT
PROP. 24" CALICHE DRIVEWAY
TYPE "A" INLET TOP=89.75 FL=85.85
TYPE "A" INLET TOP=89.75 FL=83.80
TYPE "A" INLET TOP=89.75 FL=83.70
STORM SEWER MANHOLE (N.C.) TOP=90.10 FL=83.00
15.00' UTILITY EASEMENT
MAGDALENA CIRCLE
MIN. -0.10% MAGDALENA CIRCLE MIN. -0.10%
32.00 B-B
T.C.=90.05 G.=89.80
T.C.=90.35 G.=90.10
T.C.=90.60 G.=90.35
T.C.=90.20 G.=89.95
T.C.=89.50 G.=89.25
R25.00
R15.00
R40.00
9.00
10.00
DITCH FL=88.60
DITCH FL=89.00
DITCH FL=90.60
END OF C&G T.C.=90.00 G.=89.75
15.00' N.A.W.S.C. EXCLUSIVE EASEMENT
EXISTING 60.00' R.O.W.
PROP. 18" RCP CULVERT W/ 25' WIDE CALICHE DRIVE
EXISTING 60.00' R.O.W.
TEODOS GOMEZ AND WIFE JUANITA DEANDA GOMEZ VOL. 1195, PAGE 434 DEED RECORDS
L1
L2
L3
L4
30.00
24.00' E-E
984.10'
N 8°32'54" E
S 8°32'54" W
N 81°27'06" W
1320.00'
LOT 10 BLOCK 57 ALAMO LAND & SUGAR COMPANY VOL. 1, PAGE 24 MAP RECORDS
LOT 12 BLOCK 57 ALAMO LAND & SUGAR COMPANY VOL. 1, PAGE 24 MAP RECORDS
C L TOWER ROAD
20.00' ADDITIONAL ROAD R.O.W. DEDICATED BY THIS PLAT
20.00' UTILITY EASEMENT
15.00' H.C.I.D. No.2 EXCLUSIVE EASEMENT DEDICATED BY THIS PLAT
18.00' H.C.I.D. No.2 EASEMENT VOL.26 PG.188A
EXISTING IRRIG. STAND PIPE AND VALVE MUST BE REMOVED AND CAP. CONTRACTOR MUST COORDINATE WITH HCID No.1 FOR SPECIFICATIONS
EXISTING IRRIG. VALVE MUST BE REMOVED AND CAP. CONTRACTOR MUST COORDINATE WITH HCID No.1 FOR SPECIFICATIONS
Irrigation & as per irrigation stand pipes
GAS LINE MARKED BY OWNER
EXISTING STORM SEWER MAN HOLE TOP=93.10 FL=79.83
EXISTING 85" PIPE FL - 81.42'
EXISTING 36" PIPE
EXISTING 24" PIPE
EXISTING 18" PIPE
EXISTING 12" PIPE
EXISTING 8" PIPE
EXISTING 6" PIPE
EXISTING 4" PIPE
EXISTING 2" PIPE
EXISTING 1" PIPE
EXISTING 3/4" PIPE
EXISTING 1/2" PIPE
EXISTING 3/8" PIPE
EXISTING 1/4" PIPE
EXISTING 1/8" PIPE
EXISTING 1/16" PIPE
EXISTING 1/32" PIPE
EXISTING 1/64" PIPE
EXISTING 1/128" PIPE
EXISTING 1/256" PIPE
EXISTING 1/512" PIPE
EXISTING 1/1024" PIPE
EXISTING 1/2048" PIPE
EXISTING 1/4096" PIPE
EXISTING 1/8192" PIPE
EXISTING 1/16384" PIPE
EXISTING 1/32768" PIPE
EXISTING 1/65536" PIPE
EXISTING 1/131072" PIPE
EXISTING 1/262144" PIPE
EXISTING 1/524288" PIPE
EXISTING 1/1048576" PIPE
EXISTING 1/2097152" PIPE
EXISTING 1/4194304" PIPE
EXISTING 1/8388608" PIPE
EXISTING 1/16777216" PIPE
EXISTING 1/33554432" PIPE
EXISTING 1/67108864" PIPE
EXISTING 1/134217728" PIPE
EXISTING 1/268435456" PIPE
EXISTING 1/536870912" PIPE
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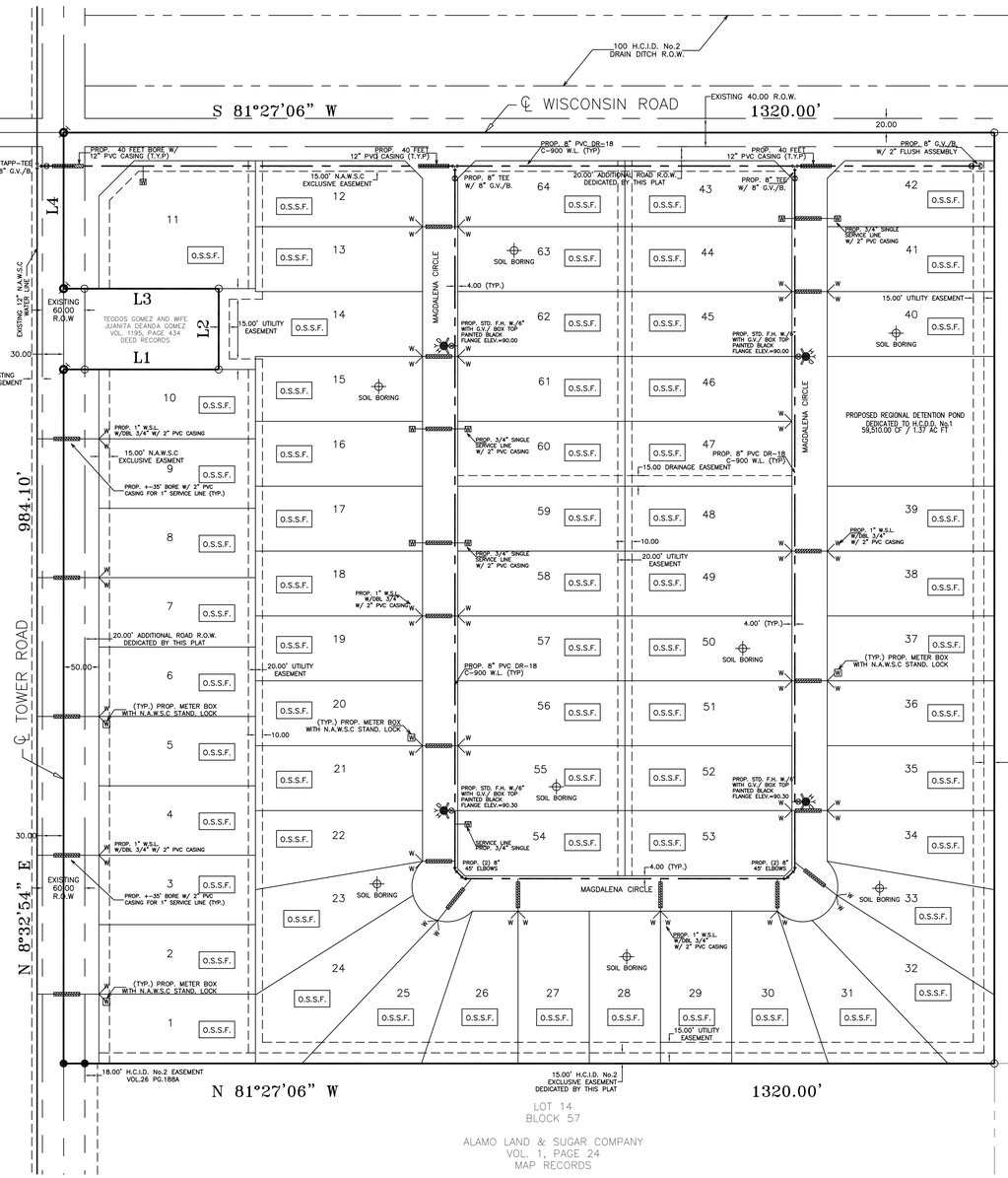
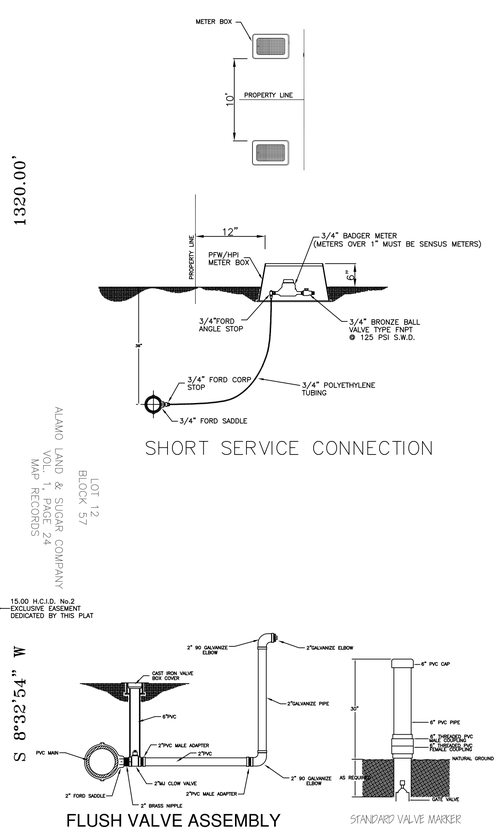


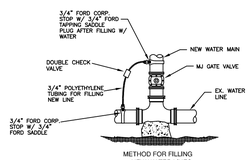
CONSTRUCTION COST ESTIMATE:	
1–WATER:	$
2–OSSF:	$76,800.00
3–PAVING:	$
4–DRAINAGES:	$
TOTAL:	$

SHORT SERVICE CONNECTION

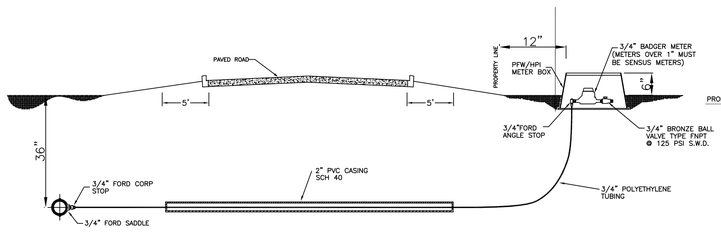


FLUSH VALVE ASSEMBLY

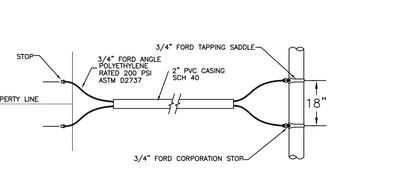
STANDARD VALVE MARKER



METHOD FOR FILLING NEW WATER LINES

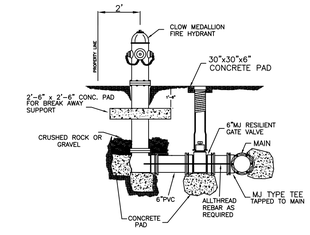


NOTE: PVC ENCASEMENT SHOULD EXTEND THE MINIMUM OF 5' OF EDGE OF PAVEMENT ON BOTH SIDES OF ROAD



LONG SERVICE CONNECTION

NOTE: MAGNETIC TAPE (CAUTION TAPE) BURIED 16" BELOW NATURAL GROUND



FIRE HYDRANT ASSEMBLY

FINAL WATER AND SEWER ENGINEERING REPORT

WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:
MAGDALENA ESTATES SUBDIVISION HAS BEEN PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION. N.A.W.S.C. HAS AN EXISTING 12" WATER LINE ALONG THE WEST R.O.W. LINE OF TOWER ROAD. FROM THESE PREVIOUS MENTIONED 12" WATER LINES WE HAVE INSTALLED FOUR (4) NEW 8" WATER LINES RUNNING EAST ALONG WISCONSIN ROAD AND SOUTH ALONG THE NEW ROAD R.O.W. OF MAGDALENA CIRCLE ENDING WITH A 2" FLUSH ASSEMBLY ON THE NORTH EAST CORNER OF LOT 42.

WATER DISTRIBUTION FOR THE MAGDALENA ESTATES SUBDIVISION CONSISTS OF TWENTY EIGHT (28)–1" DIAMETER DUAL SERVICE LINES AND EIGHT (8) ¾" SINGLE SERVICE LINES.. THE 8" WATERLINES, THE DUAL SERVICE LINES, THE METER BOXES & LOCKS HAVE ALREADY BEEN INSTALLED, AT A TOTAL COST OF $_ OR $_____ PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $_____ WHICH COVERS THE $_____ COST PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C. UPON REQUEST BY THE LOT OWNER, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE SUBDIVIDER HAS INSTALLED 4 FIRE HYDRANTS AT A UNIT COST OF $_____ FOR A TOTAL COST OF $_____. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES DESCRIPTION: COST AND OPERABILITY DATES
SEWAGE FROM MAGDALENA ESTATES SUBDIVISION WILL BE TREATED BY INDIVIDUAL ON–SITE SEWAGE FACILITIES (-OSSF') CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENTS SEPTIC TANK AND A DRAIN FIELD ON EACH LOT. JOSE A. GONZALEZ SITE EVALUATOR REG.# 122758, HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR A REPLACEMENTS DRAIN FIELD.

EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOUL SURVEY BOOK INDICATED A SANDY LOAM SOIL FOR THE AREA. TOTAL OF 8 BORES WERE DONE (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMIT AREA). THE SOIL IS A UNIFORM SANDY LOAM CLASS III, EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUNDWATER OR A RESTRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE COST OF THE INSTALLATION OF THE SEPTIC SYSTEM ON AN INDIVIDUAL LOT WAS $1,200.00, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSF'S HAVE BEEN INSTALLED AND FINALIZED AT THIS TIME AT A TOTAL COST OF $76,800.00. THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF.

ENGINEER CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COST TO INSTALL THE WATER DISTRIBUTION SYSTEM AND ONSITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES – THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $_____ WHICH EQUALS TO $_____ PER LOT.

SEWAGE FACILITIES – SEPTIC SYSTEM HAS BEEN INSTALLED AT A TOTAL COST OF $1,200.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $76,800.00 FOR THE ENTIRE SUBDIVISION.

_____ _____
KAMBIZ S. KHADEMI, PE DATE
P.E. # 57767

STATE OF TEXAS
KAMBIZ S. KHADEMI
57767
REGISTERED PROFESSIONAL ENGINEER

PROVISIÓN DE AGUA: DESCRIPCIÓN, GASTOS Y FECHAS DE INICIO
MAGDALENA ESTATES SUBDIVISION HA SIDO PROVEÍDA DE AGUA POTABLE POR NORTH ALAMO WATER SUPPLY CORP. (N.A.W.S.C). EL DUENO Y N.A.W.S.C. HAN HECHO UN CONTRATO EN CUAL N.A.W.S.C. HA PROMETIDO PROPORCIONAR SUFICIENTE AGUA A LA SUBDIVISIÓN DURANTE AL MENOS 30 AÑOS Y N.A.W.S.C. HA PROPORCIONADO LA DOCUMENTACIÓN PARA ESTABLECER SUFICIENTEMENTE LA CANTIDAD Y LA CALIDAD DE LOS ABASTECIMIENTOS DE AGUA DISPONIBLES PARA SERVIR EL DESARROLLO LLENO DE ESTA SUBDIVISIÓN. N.A.W.S.C. TIENE UNA LINEA DE 12" A LADO OESTE DE LA CALLE TOWER ROAD. DE ESTA MISMA LINEA PREVIAMENTE MENCIONADA, INTALAREMOS 4 LINEAS NUEVAS DE 8" CON DIRECCION HORIZONTAL POR EL DERECHO DE VILLA DE LA WISCONSIN ROAD Y AL SUR EN LA NUEVA VILLA DE CALLE DEDICADADA POR ESTA SUBDIVISION MAGDALENA CIRCLE, TERMINANDO EN LA ESQUINA NORESTE DEL LOTE 42 CON UN ENSAMBLE DE BARBULA DE ESCAPE DE 2".

DISTRIBUCIÓN DE AGUA PARA MAGDALENA ESTATES SUBDIVISIÓN CONSISTE EN OCHO (8) LINEAS DE ¾" SERVICIO SENCILLO Y VEINTE Y OCHO (28) LINEAS DE 1" DIÁMETRO DE SERVICIO DUALES CUALES TERMINAN EN LAS CAJA DEL MEDIDOR CON CANDADOS DE CADA SOLAR. LAS LÍNEAS DE SERVICIO DUALES Y SENCILLAS DE ¾" Y LAS CAJAS DEL MEDIDOR HAN SIDO INSTALADAS A UN COSTO TOTAL DE $_____ O $_____ POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA COMPAÑÍA N.E.W.S.C. $_____, DE ACUERDO AL CONTRATO DE LA CARTA DE 30 AÑOS LA CUAL CUBRE EL COSTO DEL MEDIDOR MECÁNICO DE AGUA PARA CADA LOTE, $_____. ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACIÓN DE CADA MEDIDOR Y LOS GASTOS DE CONEXIÓN. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑÍA N.E.W.S.C. LO INSTALARA SIN ALGÚN GASTO AL DUEÑO. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN HA INSTALADO 4 BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO INDIVIDUAL DE $_ A UN COSTO TOTAL DE $_____. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: DESCRIPCIÓN, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISIÓN
SE INSTALARA UNA FOSA SÉPTICA EN CADA SOLAR. ESTA FOSA SETICA CONSISTE DE UN TANQUE SÉPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. JOSE A. GONZALEZ EVALUADOR DE SUELOS REG.# 122758 EH AUTOR DE ESTE DOCUMENTO HA EVALUADO EL ÁREA DONDE SE ENCUENTRA LA SUBDIVISIÓN Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA ESAS FOSAS SÉPTICAS (OSSF). EL REPORTE FUE APROBADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT) SEGÚN EL REPORTE.

CADA LOTE EN LA SUBDIVISIÓN MIDE MEDIO ACRE. SE HICIERON 8 EXCAVACIONES DE EVALUACIÓN DE SUELO EN LUGARES OPUESTOS EN LA SUBDIVISIÓN (EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA ÁREA ES SIGNIFICANTEMENTE UNIFORME). EL TERRENO ES UNIFORME (TERRENO ARCILLOSO Y SUELO FRANCO) Y SE EXTIENDE A 36 PULGADAS BAJO TODAS LAS EXCAVACIONES PROPUESTAS. NO EXISTE EVIDENCIA DE AGUA 24 PULGADAS MAS ARRIBA DE LO MAS BAJO DE LAS EXCAVACIONES PROPUESTAS. EL AGUA EN ESTA ÁREA FLUYE BIEN.

EL COSTO TOTAL PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR SON $1,200.00 DÓLARES, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS TODAS LAS FOSA SÉPTICAS HAN SIDO INSTALADAS EN EL PROCESO DE LA APROBACIÓN FINAL A UN COSTO TOTAL DE $76,800.00; EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODOS LAS FOSAS SÉPTICAS Y AH APROBADO LA INSTALACIÓN DEL SISTEMA DE FOSAS SEPTICAS.

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

AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECÁNICO DE AGUA QUE COSTARA UN TOTAL DE $_____ O $_____ POR LOTE

DRENAJE: SE ESTIMA QUE LA FOSA SÉPTICA COSTARA $1,200.00 POR SISTEMA A UN COSTO TOTAL DE $76,800.00 TODA LA SUBDIVISIÓN.

_____ _____
KAMBIZ S. KHADEMI, PE DATE
P.E. # 57767

STATE OF TEXAS
KAMBIZ S. KHADEMI
57767
REGISTERED PROFESSIONAL ENGINEER

SUBDIVIDER CERTIFICATION:

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

SUBDIVIDER STATEMENT:

1.–I KYNDEL W. BENNETT SUBDIVIDER OF MAGDALENA ESTATES SUBDIVISION HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAID AND ARE ON FILE WITH HIDALGO COUNTY HEALTH DEPARTMENT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY AND QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT TO HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE REQUIRED BY STATE AND COUNTY REGULATIONS.

_____ _____
OWNER: DATE
MAGDALENA ESTATES, L.P.
A TEXAS LIMITED PARTNERSHIP
BY: KRJ RGV, L.L.C
A TEXAS LIMITED LIABILITY COMPANY
ITS: GENERAL PARTNER
BY: KYNDEL W. BENNETT, PRESIDENT
P.O. BOX 365
LA BLANCA, TX 78558

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED KYNDEL W. BENNETT KNOWN TO MY BY THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSED AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS TIME _____ DAY OF _____, 20_____.

_____
NOTARY PUBLIC
MY COMSTUART EXPIRES _____

K K Engineering Consultant
GENERAL PROFESSIONAL CIVIL ENGINEERING SERVICES
(FIRM REGISTRATION #F-1334)
410 E. DOVE
P.O. BOX 3422
McALLEN, TEXAS 78502
(956) 630-2125
FAX (956) 630-2219

REVISION	DATE	BY

DRAWING DATE: AUGUST, 2014
RELEASE DATE:
DESIGNED BY: K.K.
DRAWN BY: F.D.
CHECKED BY: K.K.
UPDATED DWG. BY:
SCALE: 1"= 100'

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KHAMBIZ S. KHADEMI, P.E. 57767 AUGUST/2014
ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE LAW

MAGDALENA ESTATES SUBDIVISION

HIDALGO COUNTY Pct. 4

EXISTING TOPO AND PROPOSED WATER IMPROVEMENTS (NAWSC) AND SEPTIC TANKS

MAGDALENA ESTATES, L.P.

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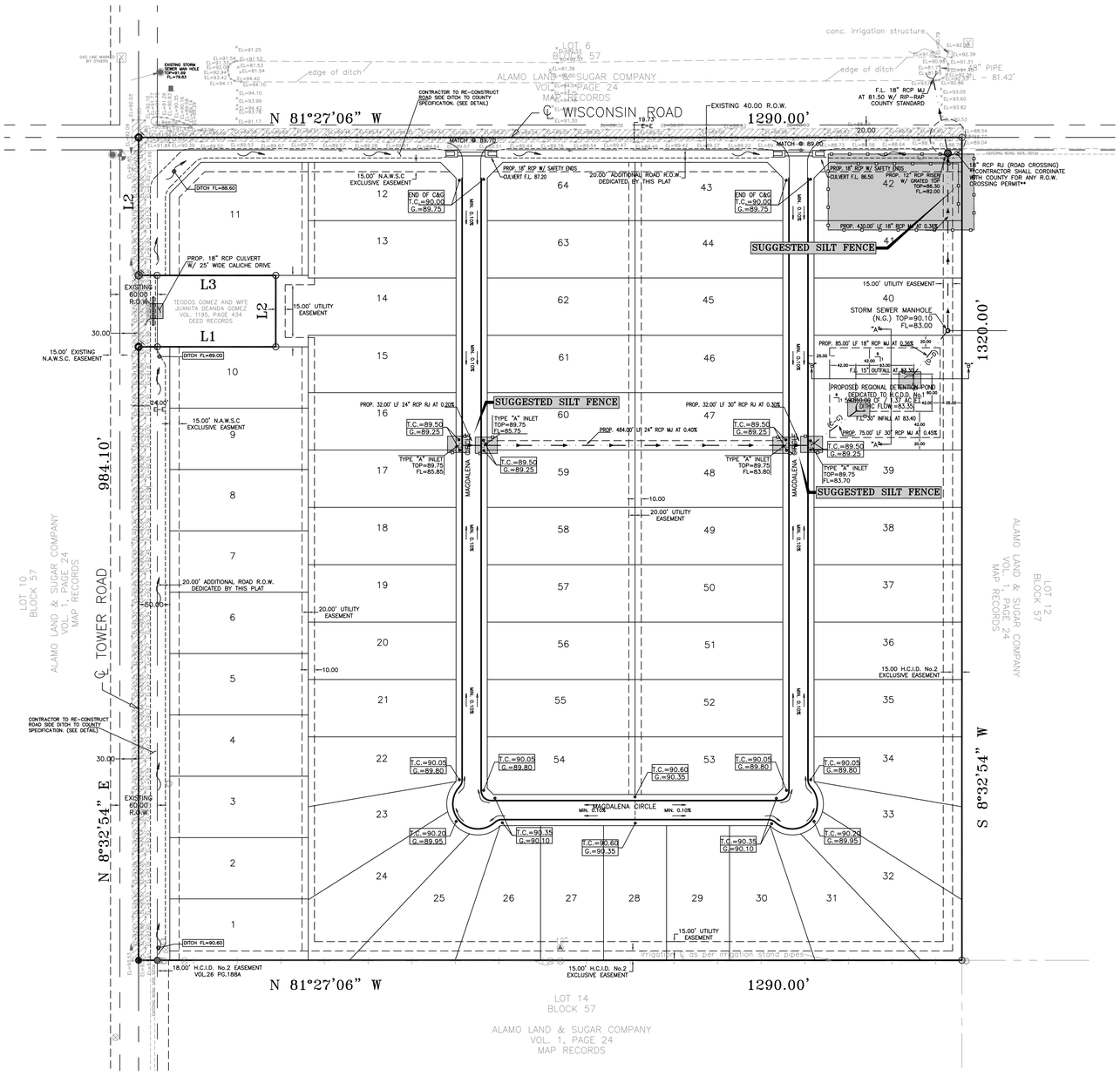
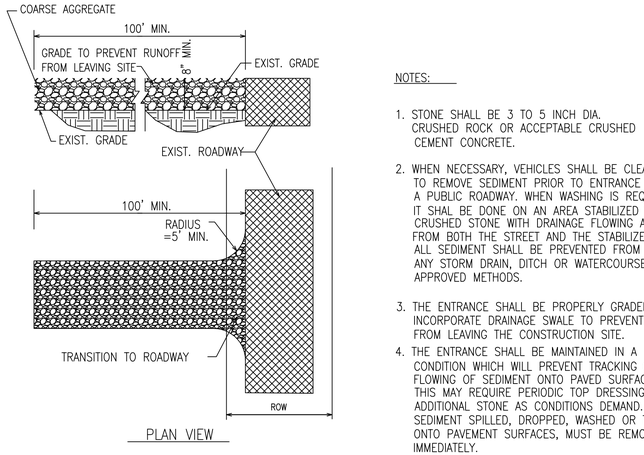
File Name: SEPTIC & WATER



EROSION GENERAL NOTES:

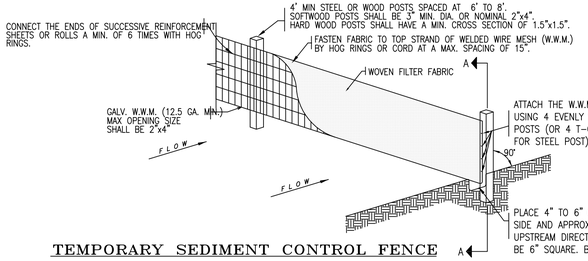
1. IT IS THE INTENT OF THE INFORMATION PROVIDED ON THIS SHEET TO BE USED AS THE GENERAL GUIDELINES OF THE STORM WATER OF COMPLIANCE WITH FEDERAL REGULATIONS. THE CONTRACTOR SHALL PREPARE THE STORM WATER POLLUTION PREVENTION PLAN AND BE SOLELY RESPONSIBLE FOR ITS IMPLENTATION. THE STORM WATER POLLUTION PREVENTION PLAN SHALL MEET THE REQUIREMENTS SET FORTH BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TPDES)GENERAL PERMIT NO. TXR15000 TO DISCHARGE WASTE FROM CONSTRUCTION SITES ISSUED AND EFFECTIVE MARCH 5, 2003.
2. THE STORM WATER POLLUTION PLAN SHOULD ADDRESS THREE GOALS: A) DIVERSION OF UPSLOPE WATER AROUND DISTURBED AREAS OF THE SITE; B) LIMITS THE EXPOSURE OF DISTURBED AREAS TO THE SHORTEST DURATION POSSIBLE; AND C) REMOVAL OF SEDIMENT FROM STORM WATER BEFORE IT LEAVES THE SITE.
3. THE CONTRACTOR SHALL MAKE THE STORM WATER POLLUTION PREVENTION PLAN AVAILABLE, UPON REQUEST, TO (EPA).
4. THE CONTRACTOR MUST AMEND PLANS WHENEVER THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE OF THE PLAN, OR WHEN THE EFFECTIVE PLAN PROVES INEFFECTIVE. MODIFICATIONS INCLUDING DESIGN AND ALL ADDITIONAL MATERIALS AND WORK SHALL BE ACCOMPLISHED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE BY THE OWNER.
5. STABILIZATION MEASURES ARE TO BE INSPECTED AT A MINIMUM OF ONCE EVERY 14 DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN 0.5 INCHES. REPAIRS AND INADEQUACIES REVEALED BY THE INSPECTION MUST BE IMPLEMENTED WITHIN 7 CALENDAR DAYS FOLLOWING THE INSPECTION.
6. AN INSPECTION REPORT THAT SUMMARIZES INSPECTION ACTIVITIES AND IMPLEMENTATION OF THE STORM WATER POLLUTION PREVENTION PLAN SHALL BE RETAINED AND MADE PART OF THE PLAN.
7. ALL CONTRACTORS AND SUBCONTRACTORS IDENTIFIED IN THE PLAN MUST CERTIFY AS TO AN UNDERSTANDING OF THE NPDES GENERAL PERMIT BEFORE CONDUCTING ANY ACTIVITY IDENTIFIED IN THE POLLUTION PREVENTION PLAN.
8. THE CONTRACTOR SHALL ADOPT APPROPRIATE CONSTRUCTION SITE MANAGEMENT PRACTICES TO PREVENT THE DISCHARGE OF OILS, GREASE, PAINTS, GASOLINE, AND OTHER POLLUTANTS TO STORM WATER. APPROPRIATE PRACTICES CAN INCLUDE: DESIGNATING AREAS FOR EQUIPMENT MAINTENANCE AND REPAIR; REGULAR COLLECTION OF WASTE; CONVENIENTLY LOCATED WASTE RECEPTACLES; AND DESIGNATING AND CONTROLLING EQUIPMENT WASHDOWN.
9. THE CONTRACTOR SHALL AMEND OR MODIFY THIS PLAN AS REQUIRED BY CONSTRUCTION MEANS, METHODS AND SEQUENCE. MODIFICATIONS SHALL NOT COMPROMISE THE INTENT OF REQUIREMENTS OF LAW AND THIS PLAN. MODIFICATIONS SHALL NOT BE BASIS FOR ADDITIONAL COST TO THE OWNER.
10. AREAS OF CONSTRUCTION ELSEWHERE ON THE JOB SITE SHALL CONFORM TO THE DETAILS SHOWN ON THE PLANS.
11. BORROW AREAS, IF EXCAVATED, SHALL BE PROTECTED AND STABILIZED UTILIZING THE PLAN DETAILS. ALL WORK SHALL CONFORM TO GOVERNMENTAL REQUIREMENTS AND BECOME PART OF THE STORM WATER POLLUTION PREVENTION PLAN (SWP3). THE WORK SHALL BE DONE BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER.
12. ALL NON-PAVED AREAS SHALL BE MULCHED AND SEEDED WITH EROSION PROTECTION IMMEDIATELY UPON COMPLETION OF FINAL GRADING. THIS INCLUDES ALL DITCHED AND EMBANKMENTS. THE CONTRACTOR SHALL MAINTAIN FINAL GRADING AND KEEP SEEDED AREAS WATERED UNTIL FULLY ESTABLISHED AND ACCEPTED BY THE OWNER.
13. THE CONTRACTOR SHALL CONSTRUCT A STABILIZED CONSTRUCTION EXIT AT ALL TRAFFIC EXIT POINTS PRIOR TO EXITING ONTO ANY PAVED ROADWAY.



STABILIZED CONSTRUCTION EXIT
(CONTRACTOR TO CHOOSE LOCATION)

NOTES:

1. STONE SHALL BE 3 TO 5 INCH DIA. CRUSHED ROCK OR ACCEPTABLE CRUSHED CEMENT CONCRETE.
2. WHEN NECESSARY, VEHICLES SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO A PUBLIC ROADWAY. WHEN WASHING IS REQUIRED, IT SHAL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE WITH DRAINAGE FLOWING AWAY FROM BOTH THE STREET AND THE STABILIZED ENTRANCE. ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH OR WATERCOURSE USING APPROVED METHODS.
3. THE ENTRANCE SHALL BE PROPERLY GRADED OR INCORPORATE DRAINAGE SWALE TO PREVENT RUNOFF FROM LEAVING THE CONSTRUCTION SITE.
4. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PAVED SURFACES. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PAVEMENT SURFACES, MUST BE REMOVED IMMEDIATELY.



TEMPORARY SEDIMENT CONTROL FENCE

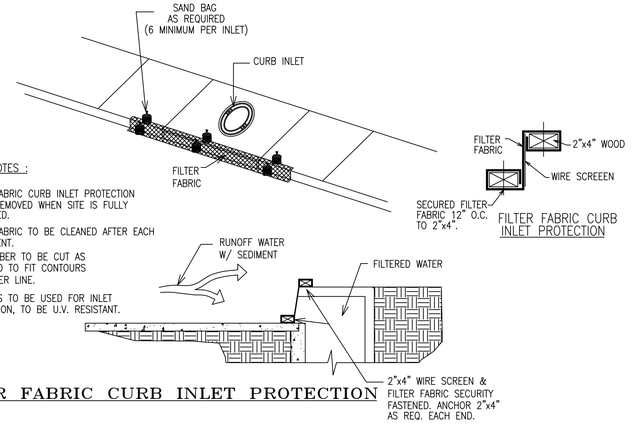
GENERAL NOTES :

1. STEEL POSTS WHICH SUPPORT TH SILT FENCE SHALL BE INSTALLED WITH A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POST MUST BE EMBEDDED A MINIMUM OF 18".
2. THE TOE OF THE SILT FENCE SHALL BE TRENCHED IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW. WHERE FENCE CANNOT BE TRENCHED IN WEIGHT FABRIC FLAP WITH WASHED GRAVEL ON UPHILL SIDE, AS NECESSARY, TO PREVENT FLOW UNDER FENCE.
3. THE TRENCH MUST BE A MINIMUM OF 6 INCHES DEEP AND 6 INCHES WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAND IN THE GROUND AND BACKFILLED.
4. SILT FENCE SHOULD BE SECURELY FASTENED TO EACH STEEL SUPPORT POST OF TO BACKING SUPPORT, WITH IS IN TURN ATTACHED TO THE STEEL FENCE POST FABRIC SHALL OVERLAP AT ABUTTING ENDS A MINIMUM OF 3 FEET AND SHALL BE JOINED SUCH THAT NO BYPASS OR LEAKAGE OCCURS.
5. INSPECTION SHALL BE MADE WEEKLY OR AFTER EACH RAINFALL, REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.
6. SILT FENCE SHALL BE REMOVED WHEN THE SITE IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.
7. ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 6 INCHES. THE SILT SHALL BE DISPOSED OF IN AN APPROVED SITE AND IN SUCH A MANNER AS TO NOT CONTRIBUTE TO ADDITIONAL SILTATION.

SEDIMENT CONTROL FENCE USAGE GUIDELINES

A SEDIMENT CONTROL FENCE MAY BE CONSTRUCTED NEAR THE DOWNSTREAM PERIMETER OF A DISTURBED AREA ALONG A CONTOUR TO INTERCEPT SEDIMENT FROM OVERLAND RUNOFF. A 2-YEAR STORM FREQUENCY MAY BE USED TO CALCULATE THE FLOW RATE TO BE FILTERED.

SEDIMENT CONTROL FENCE SHOULD BE SIZED TO FILTER A MAX. FLOW THROUGH RATE OF 100 GPM/FT. SEDIMENT CONTROL FENCE IS NOT RECOMMENEDED TO CONTROL EROSION FROM A DRAINAGE AREA LARGER THAN TWO ACRES.



GENERAL NOTES :

1. FILTER FABRIC CURB INLET PROTECTION TO BE REMOVED WHEN SITE IS FULLY STABILIZED.
2. FILTER FABRIC TO BE CLEANED AFTER EACH RAIN EVENT.
3. 2x4 LUMBER TO BE CUT AS REQUIRED TO FIT CONTOURS OF GUTTER LINE.
4. ALL BAGS TO BE USED FOR INLET PROTECTION, TO BE U.V. RESISTANT.

FILTER FABRIC CURB INLET PROTECTION

FILTER FABRIC CURB INLET PROTECTION

K K Engineering Consultant
GENERAL PROFESSIONAL CIVIL ENGINEERING SERVICES
(FIRM REGISTRATION #F-1334)
410 E. DOVE
P.O. BOX 3422
McALLEN, TEXAS 78502
(956) 630-2125
FAX (956) 630-2219

REVISION	DATE	BY

DRAWING DATE: AUGUST, 2014
RELEASE DATE:
DESIGNED BY: K.K.
DRAWN BY: F.D.
CHECKED BY: K.K.
UPDATED DWG. BY:
SCALE: 1"= 100'

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KHAMBIZ S. KHADEMI, P.E. 57767 AUGUST/2014
ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE LAW

MAGDALENA ESTATES SUBDIVISION
HIDALGO COUNTY Pct. 4

SUGGESTED EROSION CONTROL PLAN FOR:
MAGDALENA ESTATES SUBDIVISION

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File Name: EROSION

SHEET 1 OF 1

HIDALGO COUNTY
PLANNING DEPARTMENT

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

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

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 09-30-2014

PROPOSED **SAND MEYER** SUBDIVISION, PRECINCT No. **1** .

ENGINEER: **SIGLER, WINSTON & ASSOC.** DEVELOPER: **JERRY D. PICKERING**

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

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

LOCATION DESCRIPTION: **South of Mile 9 North Road, approximately 400 feet East of Mile ½ East Road**

SUBDIVISION LIES WITHIN THE: ☒*ETJ of* **Mercedes** *and will be approved administratively by said City.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **06-10-14** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **Drainage detention will be provided along the lowest areas of the lot**

ROAD R.O.W. DEDICATION: **20 feet to Mile 9 North Rd**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **06-17-14** : By, **Roy Gonzalez** PCT 1 R.O.W. AGENT

H.C.H.D APPROVAL DATE: **06-10-14** by: **Elizardo "Chardo" Ramos,** Environmental Health Division Manager

SEWER SYSTEM: ☒SANITARY SEWER BY: **City of Mercedes** LINE SIZE: **12"** LOCATION: **Mile 9 North Rd**

WATER SERVICE PROVIDER: **N.A.W.S.C.** LINE SIZE: **4"** LOCATION: **Mile 9 North Rd**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **09-12-14 .**: By **Martin Ramirez, Director of Office of Environmental Compliance**

☒**SMALL CONSTRUCTION**

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

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON:

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

STAFF RECOMMENDS: ☒ **Preliminary Approval** *subject to comments and future recommendations by planning and other departments and the approval of the City of* ***Mercedes****.*

☐ **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.*

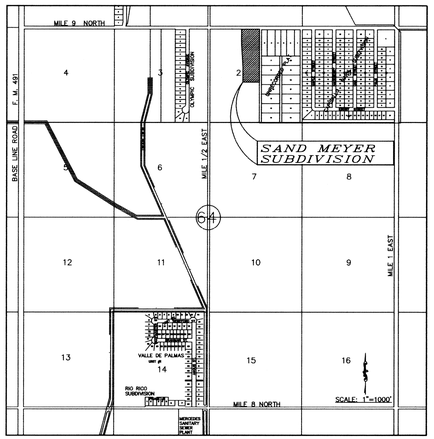
SAND MEYER SUBDIVISION

A 3.72 ac. subdivision out of Lot 2, Block 64,
Capisallo District Subdivision,
Volume P, Page 226

INDEX TO SHEET OF SAND MEYER SUBDIVISION:

SHEET 1: Heading; Index; Location Map and ETJ; Principal Contacts; Map: Lot, Streets, and Easement Layout; Description (Metes and Bounds); Surveyor's Certification, Plot Notes and Restrictions; Owner's Dedication, Certification, Attestation; City Approval Certificate; Judge Acknowledgment; County Clerk's Recording Certificate; Revision Notes.

SHEET 2: Engineering Report, Including Description of water and wastewater and Engineers certification
Drainage Report, Including Description of Drainage and Map of Topography and Engineering Certification:
Revision Notes.



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

According to the Official Map in the office of the Secretary of the City of Mercedes, Sand Meyer Subdivision, is located in Precinct No. 1 and on the Southeast intersection of Mile 1/2 East and Mile 9 North, outside the city limits, and lies within the city's five-mile ETJ under Local Government Code 212.001 The city of Mercedes Population 15,784 and counting.

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	Jerry D. Pickering	3421 Mile 9 North	Mercedes Tx. 78570	(956) 793-5571	N/A
ENGINEER:	Joe B. Winston Jr.	611 Bill Summers Intl. Blvd.	Weslaco Tx. 78598	(956) 968-2194	956-968-8300
SURVEYOR:	Joe B. Winston Jr.	611 Bill Summers Intl. Blvd.	Weslaco Tx. 78598	(956) 968-2194	956-968-8300

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO & CAMERON COUNTY IRRIGATION DISTRICT No. 9

This plat is here by approved by the Hidalgo & Cameron County Irrigation District No. 9 Dated this 28th day of Aug. 2014.

The rate of flow of drain water will be no greater than the rate of flow of drain water when the land was in agriculture use.

General Manager Date 8/28/2014

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared Jerry D. Pickering and 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 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, State of, Texas
My Commission Expires:

COUNTY CLERK'S RECORDING CERTIFICATE

I,_____, County Clerk of Hidalgo County, certify that the plat bearing this certificate was filed for record at_____o'clock_____M. on_____, and was recorded in Book_____, Sheet(s)_____the Plat Records of _____County at _____o'clock_____M on_____.

Hidalgo County Clerk

REVISION NOTES:

NO.	Sheet	Revisions	Date	Approved

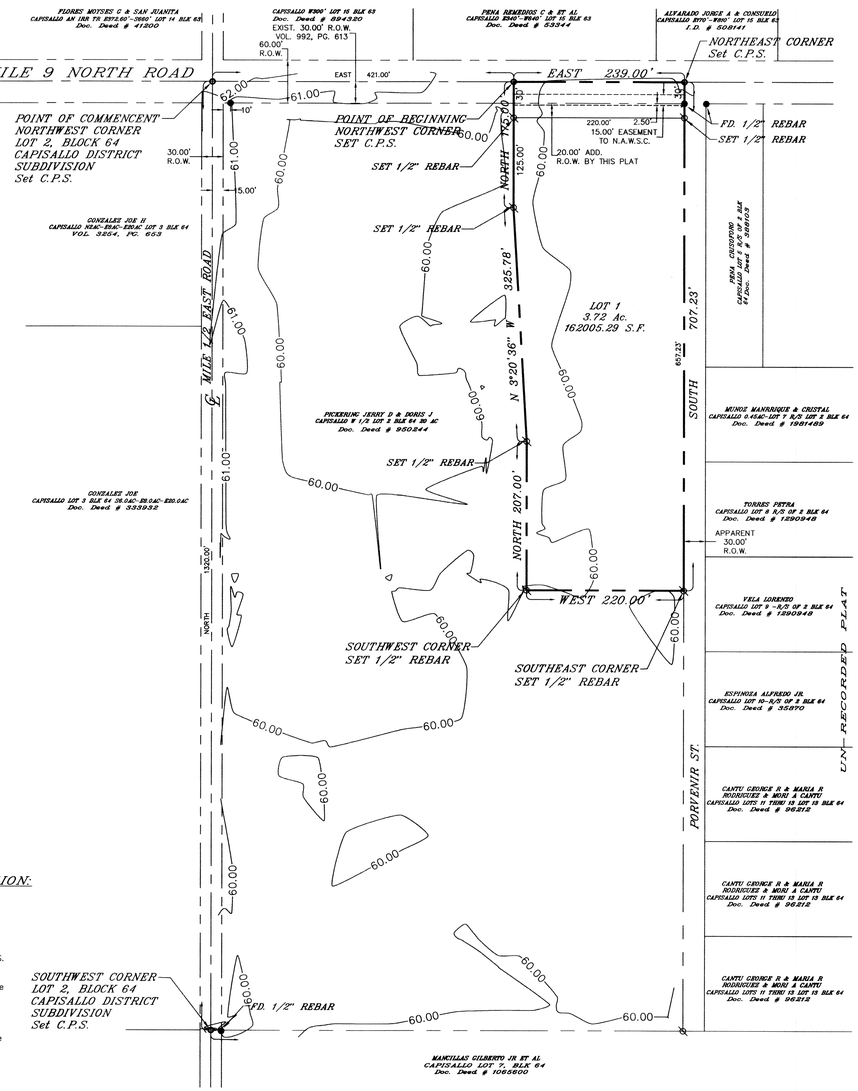
Sheet No. 1 of 2

HIDALGO COUNTY GENERAL SUBDIVISION PLAT NOTES

1. FLOOD ZONE STATEMENT:
   FLOOD ZONE DESIGNATION: ZONE X

   ZONE "X" SHADED AREAS OF 500-YEAR FLOOD PLAIN
   COMMUNITY -PANEL NO. 480334 0450 C EFFECTIVE DATE: MAY 30, 2002

   CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100- YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).
2. SETBACKS:
   FRONT:50.00 FEET ON MILE 9 ROAD
   REAR: 15.00 FEET OR EASEMENT WHICHEVER IS GREATER
   SIDE: 6.00 FEET OR EASEMENT WHICHEVER IS GREATER
   CORNER SIDE: 10.00 FEET CORNER GARAGE SIDE: 18.00 FEET
   CORNER GARAGE FRONT: 18. FEET
   CORNER SIDE WHERE R.O.W. IS GREATER THAT 50.00 FEET: 20. FEET
3. NO MORE THAT ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTORS FOR DEEDS. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL.) APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.
4. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISHED FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
5. THE FOLLOWING BENCHMARK ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
   -->B.M. NO.1 - ELEV. 59.96 N.G.V.D. 29 DESCRIPTIONS: TOP OF MANHOLE, EAST 423.65 FEET OF THE INTERSECTION OF MILE 1/2 EAST AND MILE 9 NORTH.
6. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 2.440 CUBIC-FEET 0.06 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET NO. 2 FROM STORM SEWER IMPROVEMENTS.) THE DITCH ALONG MILE 9 NORTH WILL BE RE-GRADED AS PART OF THIS PLAT, APPROXIMATELY 220 FEET TO FLOW EAST. UPON THE OWNER'S REQUEST, NO CULVERT WILL BE PLACED UNDER PORVERNIR ST. AT THIS TIME BECAUSE OF THE POTENTIAL OF WATER RETURNING TO THE OWNER'S PROPERTY. UPON FURTHER IMPROVEMENTS BY THE COUNTY TO ROAD SIDE DRAINAGE, A CULVERT UNDER PORVENIR ST. MAY BE IN ORDER.
7. NO STRUCTURES SHALL BE PERMITTED OVER ANY EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
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. THERE IS A WATER WELL WITHIN 30 FEET FROM THE WEST BOUNDARIES LINE OF THIS SUBDIVISION.
11. CLEARANCE FOR WATER METERS: (ONLY FOR LOTS BEING)
    AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO A RESIDENCE PRIOR TO THE COUNTY PROCESSING A FINAL CLEARANCE FOR A WATER METER. A SEWER TAP INSPECTION SHALL BE PROVIDED FROM THE ENTITY SERVICE PROVIDER PRIOR TO RECEIVING A CLEARANCE FOR WATER METER(S).
12. THE PURCHASER OF EACH LOT SHALL BE RESPONSIBLE TO INSTALL DRIVEWAY CULVERT REINFORCED CONCRETE PIPE OF ON LESS THAN 15 INCHES IN DIAMETER AND 24 FEET IN LENGTH.
13. THE NORTH FENCE WILL BE RELOCATED AT SUCH TIME AS HIDALGO COUNTY WIDENS MILE 9 NORTH.



SCALE: 1"= 100'

LEGEND

Property Line .....
Set 1/2" Rebar ..... ⌀
Found 1/2" Rebar ..... ●
Set C.P.S. ..... ○

LEGAL DESCRIPTION OF SAND MEYER SUBDIVISION:

Sand Meyer Subdivision, being a 3.72 ac. subdivision out of Lot 2, Block 64, Capisallo District Subdivision, as recorded in Volume P, Page 226 of the Map and Plat Records of Hidalgo County, Texas and being more particularly described by metes and bounds as follows, to-wit:

Commencing at a set Cotton Picker Spindle (C.P.S.) for the Northwest corner of Lot 2, Block 64 Capisallo District Subdivision, East a distance of 421.00 ft. to a set C.P.S. for the Northwest corner and the Point of Beginning of this tract of land;

Thence, East a distance of 239.00 ft. along Mile 9 North Road to a set C.P.S. for the Northeast corner of this tract of land;

Thence, South a distance of 30.00 ft. to a found 1/2" rebar for the existing South road R.O.W. of Mile 9 North Road and an additional 20.00 ft. to a set 1/2" rebar for the new South R.O.W., and in all a distance of 707.23 ft. to a set 1/2" rebar for the Southeast corner of this tract of land;

Thence, West a distance of 220.00 ft. to a set 1/2" rebar for the Southwest corner of this tract of land;

Thence, North a distance of 207.00 ft. to a set 1/2" rebar for a corner of this tract of land;

Thence, North 3°20'36" West a distance of 325.78 ft. to a set 1/2" rebar for a corner of this tract of land;

Thence, North a distance of 175.00 ft. to a set C.P.S. for the Northwest corner of this tract of land, and the Point of Beginning, and containing 3.72 acres of land, more or less.

CITY OF MERCEDES
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE 212.0115(B)
WE the undersigned certify that this plat of SAND MEYER SUBDIVISION was reviewed and approved by the City Council of the City of Mercedes

Mayor of City of Mercedes Date _____

Attest: Secretary of the City of Mercedes Date _____

This plat of SAND MEYER SUBDIVISION has been submitted to and considered by the Planning and Zoning Commission of the City of Mercedes, Texas and is hereby approved by such Commission.

Dated this _____ day of _____ ,2014.

Secretary Chairman

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE INDERSIGNED CERTIFY THAT THIS PLAT OF SAND MEYER SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON_____

ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

Hidalgo County Drainage District No. 1, hereby certifies that the drainage plans for this subdivision comply with the minimum standards of the district adopted under Texas Water Code 49.211 (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:_____ _____
Date

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE INDERSIGNED CERTIFY THAT THIS PLAT OF SAND MEYER SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON_____

HIDALGO COUNTY RIGHT OF WAY DIRECTOR DATE

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

WE the undersigned certify that this plat of the SAND MEYER SUBDIVISION was reviewed and approved by the Hidalgo County Commissioners Court.

on_____,_____,

Hidalgo County Judge Date

Attest: Hidalgo County Clerk Date

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 lay 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 for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocating said water line as may be necessary to clear the road improvements, which easements hereby granted shall be limited to a strip of land 15' in width, the center line hereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein. This agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

In witness whereof the said grantor executed this instrument this

8-26 day of 2014.

Jerry D. Pickering

STATE OF TEXAS
COUNTY OF HIDALGO

Joe B. Winston Jr., a registered professional land surveyor and registered professional engineer in Texas, hereby certify that the above plat and description of the the Sand Meyer Subdivision, was prepared from a survey of the property made on the ground by me or under my supervision and that the proper engineering consideration has been given to this plat and is a true and accurate representation of the subdivision.

Joe B. Winston Jr. P.E. # 31109 R.P.L.S. # 3780

8-26-2014
Date

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

Jerry D. Pickering, owner of the 3.72 acre tract of land encompassed within the proposed SAND MEYER SUBDIVISION hereby subdivide the land as depicted in this subdivision plat and dedicate to the public use of the street(s), and parks and easements shown herein.

WE certify that they 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:

(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.

Jerry D. Pickering 8-26-2014
Date

Jerry D. Pickering
3421 Mile 9 North
Mercedes Tx. 78570

Sigler, Winston, Greenwood, & Associates, LLC.
SWG
CONSULTING ENGINEERS
WESLACO, TEXAS
TEXAS FIRM REGISTRATION NO. F-592
611 BILL SUMMERS INTL. BLVD.
WESLACO, TEXAS 78596
(956)-968-2194 OFFICE
(956)-968-8300 FAX

DATE PREPARATION: FEBRUARY 14, 2014
COPYRIGHT 2014 SWG ENGINEERING, LLC

D.F.

FINAL ENGINEERING REPORT FOR SAND MEYER SUBDIVISION:
by Joe B. Winston Jr., P.E.
Water Supply: Description, Costs and Operability Date

Water Supply: Description, Costs and Operability Date

Lot 1 of Sand Meyer Subdivision will be provided with potable water by the North Alamo Water Supply Corporation. The subdivider and North Alamo Water Supply Corporation have entered into a contract in which North Alamo Water Supply Corporation has promised to provide sufficient water to Lot 1 of the subdivision for at least 30 years, and North Alamo Water Supply Corporation has provided documentation to sufficiently establish the long-term quantity and quality of the available water supply to serve the development of this subdivision. The North Alamo Water Supply Corporation has an existing 4" water line running along the South side of Mile 9 North Road. From this waterline, a 3/4" diameter single service water connections will be installed for Lot 1.

A bond or a letter of credit for the 3/4-inch single service line, and meter box has been filed with Hidalgo County for the installation of these facilities. The subdivider has, in addition, paid North Alamo Water Supply Corporation the sum of $150.00 which covers the $150.00 cost per lot for the water meter (including installation cost, tap fees, and membership fees). Upon request by the owner of the lot, North Alamo Water Supply Corporation will properly install, at no charge, the water meter for that lot. If the owner has not requested installation by July 15, 2014, North Alamo Water Supply Corporation will nevertheless proceed to install the water meter on the lot. Thus, in any event, all the water meters will be installed and the entire water facility will be operable on or before July 31, 2014.

Sewage Facilities: Description, and Costs

Lot 1 of Sand Meyer Subdivision will be provided with sanitary sewage collection facilities and treatment by the City of Mercedes, Texas. The City of Mercedes, has an 12-inch sewer gravity line running along the North side of Mile 9 North Road, and single service connection will stub out to the South to service lot 1 for the sewer system for Sand Meyer Subdivision. It will consist of a single service connection for Lot 1 and from here it will be carried to the City of Mercedes waste water treatment plant site. The cost for the single service connection is $200.00 each, for a total of $200.00 for the single service connection.

CERTIFICATION:

By my signature below, I certify that the water and sewage service facilities described above are in compliance with the Model Rules adopted under Section 16.343 Water Code. I certify that the estimated costs to install unconstructed water and 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 $300.00. Sewage facilities is estimated to cost $200.00 per lot (All Inclusive), for a total of $500.00.

STATE OF TEXAS
JOE B. WINSTON, JR.
31109
LICENSED PROFESSIONAL ENGINEER
8/26/2014

Joe B. Winston Jr., P.E. — 8-26-2014 Date

INFORME DE INGENIERÍA FINAL PARA LA ARENA SUBDIVISIÓN DE MEYER:
Joe B. Winston Jr., P.E.
Abastecimiento de agua: Descripción, Gastos y Fecha de Operability

Abastecimiento de agua: Descripción, Gastos y Fecha de Operability

UN bono o una carta de crédito para el 3/4 de pulgada una sola línea de servicio, y caja de dosificadores se ha presentado con Condado de Hidalgo para la instalación de estas instalaciones. La subdivider, además, ha pagado al Norte Alamo Water Supply Corporation la suma de $150,00 que cubre el costo de $150,00 por lote para el medidor de agua (incluyendo costo de instalación, toque en las tasas, y las cuotas de los asociados). A petición del propietario del lote, al Norte Alamo Water Supply Corporation, se instale correctamente, sin cargo alguno, el medidor de agua para ese lote. Si el propietario no ha solicitado la instalación de 15 de julio de 2014, el Norte Alamo Water Supply Corporation, no obstante proceder a instalar el medidor de agua en el lote. Por lo tanto, en cualquier caso, todos los contadores de agua se instalará y todo el fondo para el agua estará operativa a partir del 31 de julio de 2014.

Instalaciones de alcantarillado: Descripción,

Lote 1 y los costos de la Arena Meyer Subdivisión será proporcionado con alcantarillado sanitario instalaciones de recogida y tratamiento de la ciudad de Mercedes, Texas. La ciudad de Mercedes, tiene un 12 pulgadas alcantarillado gravedad línea que recorre la parte norte de Milla 9 Carretera del Norte y de una sola conexión de servicio, ramal hacia el Sur al servicio lote 1 para el sistema de alcantarillado para Sand Meyer SUBDIVISIÓN. Se trata de un solo conexión de servicio para el lote 1 y desde aquí se llevará a la ciudad de Mercedes planta de tratamiento de aguas residuales. El costo de la conexión de servicio es de $200,00 cada una, para un total de $200,00 para la única conexión del servicio.

SAND MEYER SUBDIVISION
DRAINAGE STATEMENT
MAY 27, 2014

Sand Meyer Subdivision consists of approximately 3.72 acres out of Lot 2, Block 64, Capisallo District Subdivision, its existing condition is open farm land with citrus trees and with a gentle slope to the Northeast. Future development will be for a new single family home & caliche drive.

At the time of improvements the storm water runoff from the improved areas shall be overland flow in a Northeasterly direction were it will be collected by a re-graded ditch along Mile 9 North.

Sand Meyer Subdivision is located in Flood Zone X (Shaded) as shown in the Community Panel Number 480334-0450 C, Map revised Date May 30, 2002. Copy provided on Page 10-11 of Drainage Report.

By my signature below, I certify that this subdivision lies in a Flood Zone "X" (Shaded) – areas of 500-year flood; areas of 100-year flood with average depths of less than one square mile; and areas protected by levees from 100-year flood. (Community-Panel No. 480334 0450 C – Map Revised May 30, 2002)

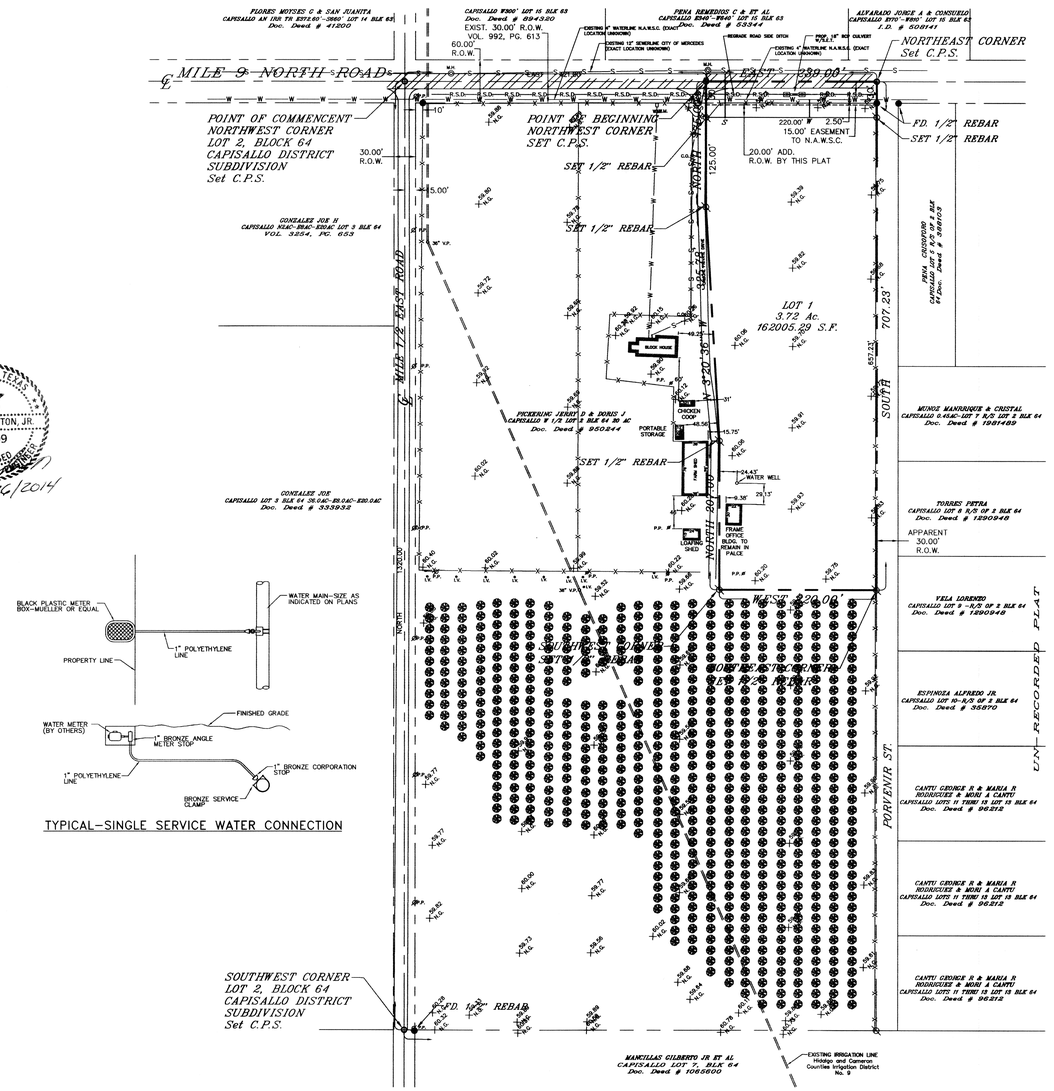
Joe B. Winston Jr., P.E. — 8-26-2014 Date

STATE OF TEXAS
JOE B WINSTON JR.
31109
LICENSED PROFESSIONAL ENGINEER
8/26/2014

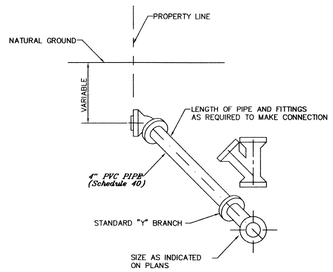
STATE OF TEXAS
REGISTERED
J. JOE B. WINSTON JR.
3780
PROFESSIONAL SURVEYOR
8/26/2014

COST ESTIMATE:
STORM DRAINAGE IMPROVEMENTS: $0
WATER DISTRIBUTION: $150.00
SANITARY SEWER IMPROVEMENTS: $200.00

Sheet No. 2 of 2



TYPICAL-SINGLE SERVICE WATER CONNECTION



SINGLE HOUSE SERVICE CONNECTION

SCALE: 1"= 100'

LEGEND

Property Line .....
Set 1/2" Rebar .....
Found 1/2" Rebar .....
Set C.P.S. .....
Fence Line.....—X—X—
Power Pole.....P.P.
Cable Box.....C.B.
Man Hole.....M.H.
Vent Pipe.....V.P.
Irrigation Valve.....I.V.
Water Meter.....W.M.
Road Side Ditch.....R.S.D.
Cable Line.....—C—
Electrical Box.....E.B.
Water Valve.....W.V.
Fire Hydrant.....F.H.
Light Pole.....L.P.

PLAT NOTA Y RESTRICCIONES

HIDALGO COUNTY GENERAL SUBDIVISIÓN PLAT NOTAS

1.ZONA DE INUNDACIÓN:
DESIGNACIÓN DE LA ZONA DE LAS INUNDACIONES: LA ZONA X

ZONA "X" LAS ÁREAS SOMBREADAS DE INUNDACIÓN DE 500 AÑOS
COMUNIDAD NORMAL –GRUPO NO 480334 0450 C FECHA DE VIGENCIA: 30 DE MAYO DE 2002

CONSTRUCCIÓN DE VIVIENDAS RESIDENCIALES EN CUALQUIER ZONA DE LA SUBDIVISIÓN
QUE SE ENCUENTRA EN EL 100- AÑO DE INUNDACIONES ESTÁ PROHIBIDA A MENOS QUE LA VIVIENDA CUMPLE LOS REQUISITOS PARA SEGURO EN VIRTUD DE LA LEY DEL SEGURO NACIONAL CONTRA INUNDACIONES DE 1968 (42 U. S. C. § 4001 A 4127).

2. RETROCESOS:
FRENTE: 50,00 PIES EN MILLA 9 CARRETERA
TRASERA: 15.00 PIES O SERVIDUMBRE QUE SEA MAYOR
: 6,00 METROS O SERVIDUMBRE QUE SEA MAYOR
ESQUINA LATERAL: 10,00 metros ESQUINA LADO GARAJE:
GARAJE 18,00 PIES ESQUINA DELANTERA: 18. PIES
LATERAL DE LA ESQUINA DONDE R. O. W. ES MAYOR QUE 50,00 METROS: 20. PIES

3. NO HAY MÁS QUE UNA SOLA VIVIENDA unifamiliares SE ENCUENTRA EN CADA LOTE. ESTE DEBE SER ESTIPULADA EN TODOS LOS ACTOS Y LOS CONTRATISTAS DE OBRAS. (CUALQUIER OTRO USO REQUERIRÁ DEPARTAMENTO DE PLANIFICACIÓN, DE LA OFICINA DE CUMPLIMIENTO AMBIENTAL, DEL DEPARTAMENTO DE SALUD Y EL FUEGO MARSHALL SU APROBACIÓN.) LAS SOLICITUDES DE CONSTRUCCIÓN SON NECESARIOS ANTES DE OCUPAR EL LOTE.

4. ALTURA DEL PISO TERMINADO MÍNIMO DEBERÁ SER DE 18 PULGADAS POR ENCIMA DE LA LÍNEA CENTRAL DE LA CALLE O 18" ARRIBA SUELO NATURAL, EL QUE SEA MAYOR. CERTIFICADO ELEVACIÓN PUEDE SER NECESARIO PARA LOTES SITUADOS FUERA DE UN DESIGNADO ZONA DE INUNDACIÓN EN EL MOMENTO DE LA SOLICITUD DE CONSTRUCCIÓN PARA VERIFICAR PRE y POST CONSTRUCCIÓN PISO TERMINADO ELEVACIONES. UNA ELEVACIÓN SE REQUERIRÁ CERTIFICADO DE TODOS LOS LOTES EN UNA DETERMINADA ZONA DE INUNDACIÓN EN EL MOMENTO DE APLICACIÓN.

5. EL SIGUIENTE ANÁLISIS SE IDENTIFICAN EN LA CARA DE LA PLAT Y EN EL PLANES DE INGENIERÍA. -- >6 M. NO 1 – ELEV. 59,96 N. G. V. D. 29 DESCRIPCIÓN: EN LA PARTE SUPERIOR DE alcantarilla, ORIENTE 423,65 METROS DE LA INTERSECCIÓN DE MILLA 1/2 MILLA 9 ORIENTE Y NORTE.

6. DE CONFORMIDAD CON LO DISPUESTO EN EL CONDADO DE HIDALGO DISTRITO NO 1 DRENAJE Y CONDADO DE HIDALGO, ESTE DESARROLLO SERÁ NECESARIO PARA DETENER A UN TOTAL DE 2.440 metros cúbicos de PIES 0.06 ACRE-PIE) DE SALIDA DEL AGUA DE LLUVIA. DRENAJE RETENCIÓN EN CONFORMIDAD CON LAS NORMATIVAS LOCALES SE LLEVARÁ A CABO DE LA SIGUIENTE MANERA: (VÉASE LA HOJA NO 2 MEJORAS EN EL SISTEMA DE ALCANTARILLADO DE LA TORMENTA.) LA ZANJA EN MILLA 9 NORTE SERÁ RE-EVALUADO COMO PARTE DE ESTE PLAT, aproximadamente 220 PIES DE ORIENTE A PETICIÓN DEL PROPIETARIO, NO alcantarilla SERÁ COLOCADA BAJO PORVERNIR ST. EN ESTE MOMENTO DEBIDO A LA POTENCIAL DE AGUA QUE RETORNA A LA PROPIEDAD DE su propietario. NUEVAS MEJORAS EN EL CONDADO A LADO DE LA CARRETERA, una alcantarilla EN PORVENIR ST. PUEDE ESTAR EN ORDEN.

7. LAS ESTRUCTURAS NO SE ADMITIRÁ NINGUNA DE LAS SERVIDUMBRES SE MANTENDRÁN LIBRES DE EDIFICIOS, galpones, árboles, arbustos Y OTRAS PLANTACIONES (EXCEPTO BAJO, MENOS DE 18 PULGADAS ALTURA MADURA, LA CUBIERTA DEL SUELO, hierba, O FLORES) Y OTROS DESCRIBEN CÓMO Y CUANDO EL AGUA, alcantarillado, ELECTRICIDAD, GAS Y SERVICIOS SE PONDRÁ A DISPOSICIÓN DE LA SUBDIVISIÓN.

8. CADA CONTRATO ADQUIRIDO ENTRE UN SUBDIVIDER Y COMPRADOR DE UN LOTE DE ESTA SUBDIVISIÓN DEBERÁ CONTENER UNA DECLARACIÓN EN LA QUE describía cómo Y CUANDO EL AGUA, alcantarillado, ELECTRICIDAD Y GAS SE PONDRÁN A DISPOSICIÓN DE LA SUBDIVISIÓN.

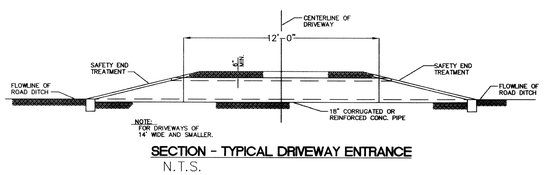
9. TODOS LOS SERVICIOS PÚBLICOS LAS SERVIDUMBRES DE ESTE SERÁ UN MÍNIMO DE ANCHO DE 15,00 metros COMO POR EL CONDADO DE HIDALGO SUBDIVISIÓN REGLAS MODELO. CON LA FIRMA DE ESTA PLAT, INGENIERO DESARROLLADOR Y CERTIFICA QUE TODOS LOS DEMÁS LAS SERVIDUMBRES SE MUESTRAN CONFORMES CON EL TAMAÑO NECESARIO PARA CADA UTILIDAD MÉDICA OCUPAN UNA SERVIDUMBRE.

10. HAY POZO DE AGUA DENTRO DE LOS 30 METROS DE LA RIBERA OCCIDENTAL LOS LÍMITES DE ESTA SUBDIVISIÓN.

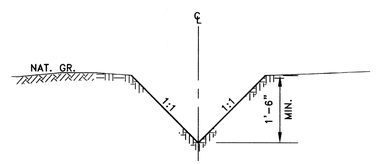
11. JUEGO DE INSTALAR MEDIDORES DE AGUA: (SÓLO PARA LOS LOTES COMO
POR CÓDIGO DE GOBIERNO LOCAL REQUISITOS, alcantarillado sanitario DEBE ESTAR CONECTADO A UNA RESIDENCIA ANTES DE QUE EL CONDADO DE LIQUIDACIÓN DEFINITIVA DE UN MEDIDOR DE AGUA. UNA alcantarilla TOQUE EN INSPECCIÓN DEBERÁN ESTAR PROVISTOS DE LA ENTIDAD PROVEEDOR DE SERVICIO ANTES DE RECIBIR UN JUEGO DE MEDIDOR DE AGUA(S).

12. EL COMPRADOR DE CADA LOTE SE ENCARGARÁ DE INSTALAR ENTRADA alcantarilla TUBOS DE CONCRETO REFORZADO DE MENOS DE 15 PULGADAS DE DIÁMETRO Y 24 METROS DE LONGITUD.

13. LA VALLA DEL NORTE serán reubicados EN EL MOMENTO EN EL QUE AMPLÍA CONDADO HIDALGO 9 MILLAS AL NORTE.



SECTION - TYPICAL DRIVEWAY ENTRANCE
N.T.S.



PROPOSED ROADSIDE DRAIN DITCH TYPICAL SECTION

MAP OF PROPOSED WATER SERVICE AND SEWERAGE SERVICE FOR LOT 1
MAPA DE SISTEMA DE DISTRIBUCION DE AGUA Y DRENAJE

LEGEND
W W .....Proposed Dual Water Service Connection
W .....Proposed Single Water Service Connection

LEYENDA
W W .....Propuesto Servicio Doble De Agua Conexcione
W .....Propuesto Una Conexcione De Agua

LEGEND
W= Water Meter
3/4" Single Service Line
1" Dual Service Line

LEYENDA
W =Caja De Medidar
Linea de Servicio Individual de 3/4" (19.05 MM)
Linea de Servicio Doble 1" (25.4 MM)

REV.	DATE:	DESCRIPTION	BY

MERCEDES, TEXAS
Sand Meyer Subdivision
PROPOSED WATER & SANITARY SEWER PLAN

SIGLER, WINSTON, GREENWOOD AND ASSOCIATES
SWG ENGINEERING, LLC
TEXAS FIRM REGISTRATION NO. F-592
WESLACO, TEXAS

DRAWN: D.F.	CHECKED: J.B.W. Jr.	DRAWING NO. 14-104-2
DATE: MARCH 2014	NO. 2 OF 2	

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HIDALGO COUNTY
PLANNING DEPARTMENT

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

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

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 09-30-2014

PROPOSED **ELLIS NO. 6** SUBDIVISION, PRECINCT No. **3** .

ENGINEER: **SALINAS ENGINEERING** DEVELOPER: **ALFREDO & JUAN RODRIGUEZ**

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

NUMBER OF LOTS: **10** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **¼ mile North of Mile 4 Road, West side of Davis Lane**

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 **07-31-14** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **Drainage will be accomplished within the low areas of the Lot and out falling into a re-graded road side ditch along Davis Lane.**

ROAD R.O.W. DEDICATION: **No ROW dedication is required. Davis Lane complies with H.C. MPO Map**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **09-05-14** : By, **Victor Gallardo** PCT 3 R.O.W. AGENT

H.C.H.D APPROVAL DATE: **09-03-14** by: **Elizardo "Chardo" Ramos,** Environmental Health Division Manager

SEWER SYSTEM: ☒OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **A. Izaguirre**

WATER SERVICE PROVIDER: **AGUA SUD** LINE SIZE: **4"** LOCATION: **East side of Davis Lane**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **09-03-14 .**: By **Martin Ramirez, Director of Office of Environmental Compliance**

☒**SMALL CONSTRUCTION**

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

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON:

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

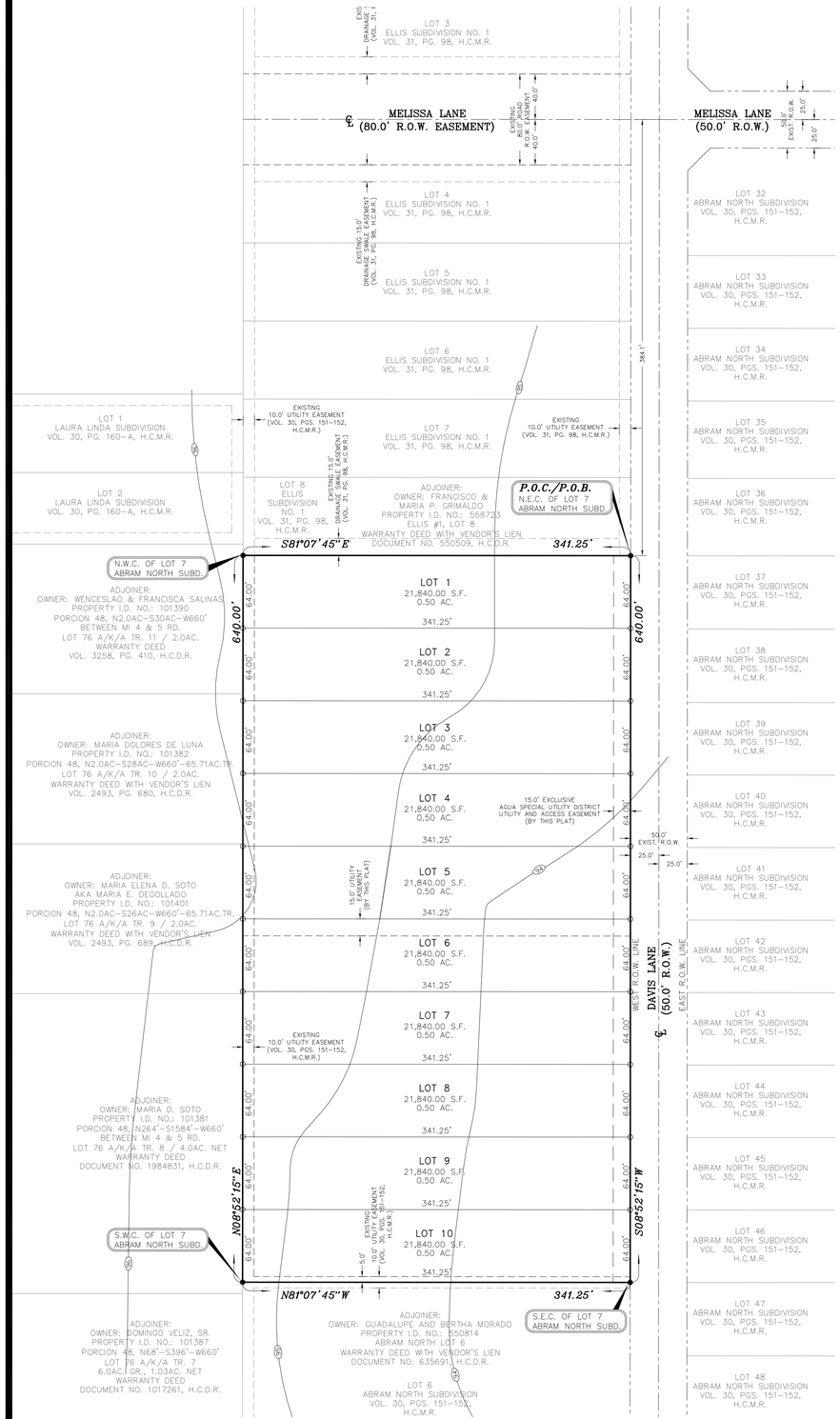
STAFF RECOMMENDS: ☒ **Preliminary Approval** *subject to comments and future recommendations by planning and other departments and the approval of the City of **Mission**.*

☐ **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.*



PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	ALFREDO RODRIGUEZ	1924 NEWPORT ST.	McALLEN, TEXAS 78501	(956) XXX–XXXX	(956) XXX–XXXX
OWNER:	JUAN RODRIGUEZ, JR.	1924 NEWPORT ST.	McALLEN, TEXAS 78501	(956) XXX–XXXX	(956) XXX–XXXX
ENGINEER:	DAVID O. SALINAS	2221 DAFFODIL AVE.	McALLEN, TEXAS 78501	(956) 682–9081	(956) 686–1489
SURVEYOR:	DAVID O. SALINAS	2221 DAFFODIL AVE.	McALLEN, TEXAS 78501	(956) 682–9081	(956) 686–1489

ELLIS NO. 6 SUBDIVISION

HIDALGO COUNTY, TEXAS

BEING A 5.01 NET ACRE TRACT OF LAND, MORE OR LESS, CONSISTING OF ALL OF LOT 7, ABRAM NORTH SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 30, PAGE 152 (1 OF 2), MAP RECORDS OF HIDALGO COUNTY, TEXAS.

SCALE: 1"=60'

LEGEND

- ● FOUND 1/2" IRON ROD
- ○ SET 1/2" IRON ROD
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT OF WAY
- H.C.D.R. HIDALGO COUNTY DEED RECORDS
- H.C.O.R. HIDALGO COUNTY OFFICIAL RECORDS
- H.C.M.R. HIDALGO COUNTY MAP RECORDS

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

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____

OF MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW BY THE COUNTY OF HIDALGO ONLY & BY NO OTHERS UNDER THE AUTHORITY OF DAVID OMAR SALINAS, P.E., TX. REG. NO. 71973 ON SEPTEMBER 11, 2014. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

GENERAL PLAT NOTES:

1. FLOOD ZONE STATEMENT:
   FLOOD ZONE DESIGNATION: ZONE "X".

   ZONE "X": AREAS DETERMINED TO BE OUTSIDE THE 500–YEAR FLOOD PLAIN. COMMUNITY PANEL NUMBER: 480334 0290 D EFFECTIVE DATE: JUNE 6, 2000.

   THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT–OF–WAY ARE WITHIN THE 100–YEAR FLOOD PLAIN. COMMUNITY PANEL NUMBER 480334 0290 D, EFFECTIVE DATE JUNE 6, 2000, OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR HAVE IDENTIFIED NO OTHER AREAS AS SHOWN ON THIS PLAT ARE WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100–YEAR FLOOD PLAIN.

   CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100–YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).
2. MINIMUM SETBACKS:
   FRONT: 25.0 FEET
   REAR: 15.0 FEET OR EASEMENT WHICHEVER IS GREATER.
   SIDE: 6.0 FEET OR EASEMENT WHICHEVER IS GREATER.
3. NO MORE THAN ONE–SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.
4. NO COMMERCIAL USE SHALL BE ALLOWED ON ANY LOT.
5. MINIMUM FINISH FLOOR NOTE:
   MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISHED FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
6. THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
   DESCRIPTION: TOP OF SPINDLE FOUND AT THE NORTHEAST CORNER OF ABRAM NORTH SUBDIVISION LOCATED IN THE CENTER OF BRUSHLINE ROAD,
   ELEV. = 93.90. N.G.V.D. 29
7. DRAINAGE:
   IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 6.708.05 CUBIC–FEET OR 0.15 ACRE–FEET OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET NO. 2 FOR STORM SEWER IMPROVEMENTS.)
8. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
9. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
10. ALL PUBLIC UTILITY EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.
11. 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 SEPERATE 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.
12. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.
13. WE, ALFREDO RODRIGUEZ AND JUAN RODRIGUEZ, JR., THE OWNERS & SUBDIVIDERS OF ELLIS NO. 6 SUBDIVISION, RETAIN A BLANKET EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET 2 OF THIS PLAT.
14. CLEARANCES FOR WATER METERS:
    AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO A RESIDENCE PRIOR TO THE COUNTY PROCESSING A FINAL CLEARANCE FOR A WATER METER. A SEWER TAP INSPECTION SHALL BE PROVIDED FROM THE ENTITY SERVICE PROVIDER PRIOR TO RECIEVING A CLEARANCE FOR WATER METER(S).
15. THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE IF IT IS DETERMINED AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAN PLAT ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THIS SUBDIVISION.
16. THE PURCHASER OF EACH LOT SHALL BE RESPONSIBLE TO INSTALL A DRIVEWAY CULVERT REINFORCED CONCRETE PIPE OF NOT LESS THAN 15 INCHES IN DIAMETER AND 24 FEET IN LENGTH.
17. ANY ADDITION TO AN EXISTING RESIDENCE STRUCTURE OR NEW PROPOSED DWELLING ANY LOT MUST COMPLY WITH ALL SETBACK RESTRICTIONS RECORDED ON THIS PLAT.
18. UNLESS OTHERWISE NOTED ON THIS PLAT, THE LOTS ARE MONUMENTED BY 1/2 INCH WIDE BY 18 INCH LONG IRON RODS.

THIS PLAN IS HEREBY APPROVED BY THE IRRICATION DISTRICT NO. 6 SUBJECT TO THE CONDITION THAT THE SUBDIVIDER WILL PROVIDE DOMESTIC WATER SYSTEM TO DISTRIBUTE POTABLE WATER. THIS DISTRICT WILL PROVIDE ONLY IRRIGATION WATER WHERE DISTRIBUTING FACILITIES MUST BE CONSTRUCTED AND MAINTAINED AT THE EXPENSE OF THE OWNER AND CONSISTING OF PIPE LINES, VALVES, CHECK GATES TO BE CONNECTED TO THE NEAREST DISTRICT FACILITY.

DATED THIS THE ____ DAY OF _____ A.D. 2014

ATTEST: _____ BY: _____
SECRETARY PRESIDENT

STATE OF TEXAS
COUNTY OF HIDALGO

WE, ALFREDO RODRIGUEZ AND JUAN RODRIGUEZ, JR., AS OWNERS TO THE LAND SHOWN ON THIS PLAT DESIGNATED AS **ELLIS NO. 6 SUBDIVISION**, HIDALGO COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC OR ENTITIES, ALL STREETS, WATER WAYS, WATER COURSES, ALLEYS, EASEMENTS, AND RIGHTS–OF–WAY HEREIN SHOWN FOR THE PURPOSE OF CONSIDERATION HEREIN EXPRESSED, AND, FURTHER, HEREBY CERTIFY THAT THE REQUIREMENTS OF SECTION 232.032 OF THE TEXAS LOCAL GOVERNMENT CODE, PAGE 440, 2000 EDITION, HAVE BEEN MET AND THAT:

(A.) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS;
(B) SANITARY SEWER CONNECTIONS TO ALL LOTS OR SEPTIC TANKS MEET, OR WILL MEET, STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(D) GAS CONNECTIONS, IF AVAILABLE AND IF PROVIDED AS AN ALTERNATE SOURCE OF ENERGY, PROVIDED TO EACH LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

_____ _____
ALFREDO RODRIGUEZ
1924 NEWPORT ST.
McALLEN, TEXAS 78501

JUAN RODRIGUEZ, JR.
1924 NEWPORT ST.
McALLEN, TEXAS 78501

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED THE PERSON OR PERSONS, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

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

_____
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
MY COMMISSION EXPIRES.

STATE OF TEXAS
CITY OF MISSION

THIS PLAT OF **ELLIS NO. 6 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 _____ DAY OF _____, 2014

_____
CHAIRMAN

CITY OF MISSION
CERTIFICATE OF APPROVAL

UNDER LOCAL GOVERNMENT CODE 212.0115(B) WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF **ELLIS NO. 6 SUBDIVISION** WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION.

_____ _____
MAYOR OF CITY OF MISSION DATE

ATTEST: _____ _____
CITY SECRETARY DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, DAVID OMAR SALINAS, P.E., A REGISTERED PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF TEXAS, REGISTRATION NUMBER TX. 71973, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN GIVEN PROPER AND ADEQUATE ENGINEERING CONSIDERATION, AND, FURTHER, DO HEREBY CERTIFY THAT NONE OF THE AREAS BEING PLATTED HEREIN AS **ELLIS NO. 6 SUBDIVISION** AS DESCRIBED BY METES AND BOUNDS DESCRIPTION (SEE METES AND BOUNDS DESCRIPTION AT THE RIGHT) ARE NOT LOCATED IN A FLOOD PRONE AREA DESIGNATED AS ZONES "A" OR "AH" DEFINED AND DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

_____
DAVID OMAR SALINAS, P.E.
REG. PROFESSIONAL ENGINEER #71973

STATE OF TEXAS
COUNTY OF HIDALGO

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

_____
DAVID O. SALINAS, R.P.L.S.
REG. PROFESSIONAL LAND SURVEYOR #5782

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATION

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY:_____ DATE: _____

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

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF **ELLIS NO. 6 SUBDIVISION** WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONER ON _____, 2014.

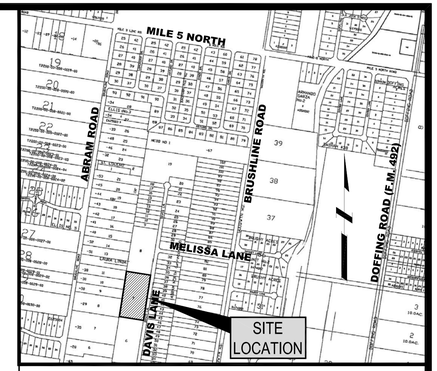
_____ _____
HIDALGO COUNTY JUDGE DATE

ATTEST: _____ _____
HIDALGO COUNTY CLERK DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF **ELLIS NO. 6 SUBDIVISION** WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____.

_____ _____
HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER DATE



LOCATION MAP SCALE : 1" = 1000'

ELLIS NO. 6 SUBDIVISION

PREPARED BY: SALINAS ENGINEERING & ASSOCIATES
2221 DAFFODIL AVE.
MCALLEN, TEXAS 78501

DATE PREPARED: SEPTEMBER 11, 2014

PLAT SHEET 1 OF 2

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

ELLIS NO. 6 SUBDIVISION IS LOCATED ON THE SOUTHWEST CORNER NEAR THE INTERSECTION OF MELISSA LANE AND DAVIS LANE, APPROXIMATELY 400 FEET SOUTH OF MELISSA LANE. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF MISSION (POPULATION 77,058 AS PER THE 2010 CENSUS), **ELLIS NO. 6 SUBDIVISION** DOES NOT LIE ADJACENT TO OR CONTIGUOUS WITH THE CITY LIMITS OF MISSION, IT IS WITHIN THE FIVE MILE EXTRATERRITORIAL JURISDICTION OF MISSION UNDER LOCAL GOVERNMENT CODE 42.021. PRECINCT No.3

METES AND BOUNDS DESCRIPTION

BEING A 5.01 NET ACRE TRACT OF LAND, MORE OR LESS, CONSISTING OF ALL OF LOT 7, ABRAM NORTH SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 30, PAGE 152 (1 OF 2), MAP RECORDS OF HIDALGO COUNTY, TEXAS; SAID 5.01 ACRE TRACT OF LAND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A ½ INCH DIAMETER IRON ROD FOUND ON THE NORTHEAST CORNER OF SAID LOT 7 BEING FURTHER LOCATED ON INTERSECTION WITH THE WEST RIGHT–OF–WAY LINE OF DAVIS LANE, A 50.0 FOOT PUBLIC ROAD RIGHT–OF–WAY, FOR THE NORTHEAST CORNER AND **POINT OF BEGINNING** OF THIS HEREIN DESCRIBED TRACT;

(1) THENCE, SOUTH 08 DEGREES 52 MINUTES 15 SECONDS WEST, COINCIDENT WITH THE EAST LINE OF SAID LOT 7 AND THE WEST RIGHT–OF–WAY LINE OF SAID DAVIS LANE, A DISTANCE OF 640.0 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE SOUTHEAST CORNER OF SAID LOT 7 FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

(2) THENCE, NORTH 81 DEGREES 07 MINUTES 45 SECONDS WEST, COINCIDENT WITH THE SOUTH LINE OF SAID LOT 7, A DISTANCE OF 341.25 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE SOUTHWEST CORNER OF SAID LOT 7 FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

(3) THENCE, NORTH 08 DEGREES 52 MINUTES 15 SECONDS EAST, COINCIDENT WITH THE WEST LINE OF SAID LOT 7, A DISTANCE OF 640.0 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE NORTHWEST CORNER OF SAID LOT 7 FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

(4) THENCE, SOUTH 81 DEGREES 07 MINUTES 45 SECONDS EAST, COINCIDENT WITH THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 341.25 FEET TO THE **POINT OF BEGINNING**, CONTAINING 5.01 NET ACRES OF LAND, MORE OR LESS.

BEARING BASIS: WEST LINE OF SAID LOT 7.
N:\SUBDIVISIONPLATS\ELLISNO.6.SUBDIVISION\METESANDBOUNDS DESCRIPTION.061214

INDEX SHEET OF ELLIS NO. 6 SUBDIVISION

SHEET 1	HEADING; INDEX; LOCATION MAP; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES & BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNERS DEDICATION, CERTIFICATION; AND ATTESTATION; CITY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE E.T.J. OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.D.D. CERTIFICATION; IRRIGATION DISTRICT CERTIFICATE OF APPROVAL; HIDALGO COUNTY HEALTH DEPT. CERTIFICATE OF APPROVAL; REVISION NOTES.
SHEET 2	WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER (OSSF) AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); SAMPLE OF LOG BORE FOR OSSF SYSTEM; TYPICAL WATER SERVICE CONNECTION; SUBDIVIDER'S CERTIFICATE AND STATEMENT; DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE.

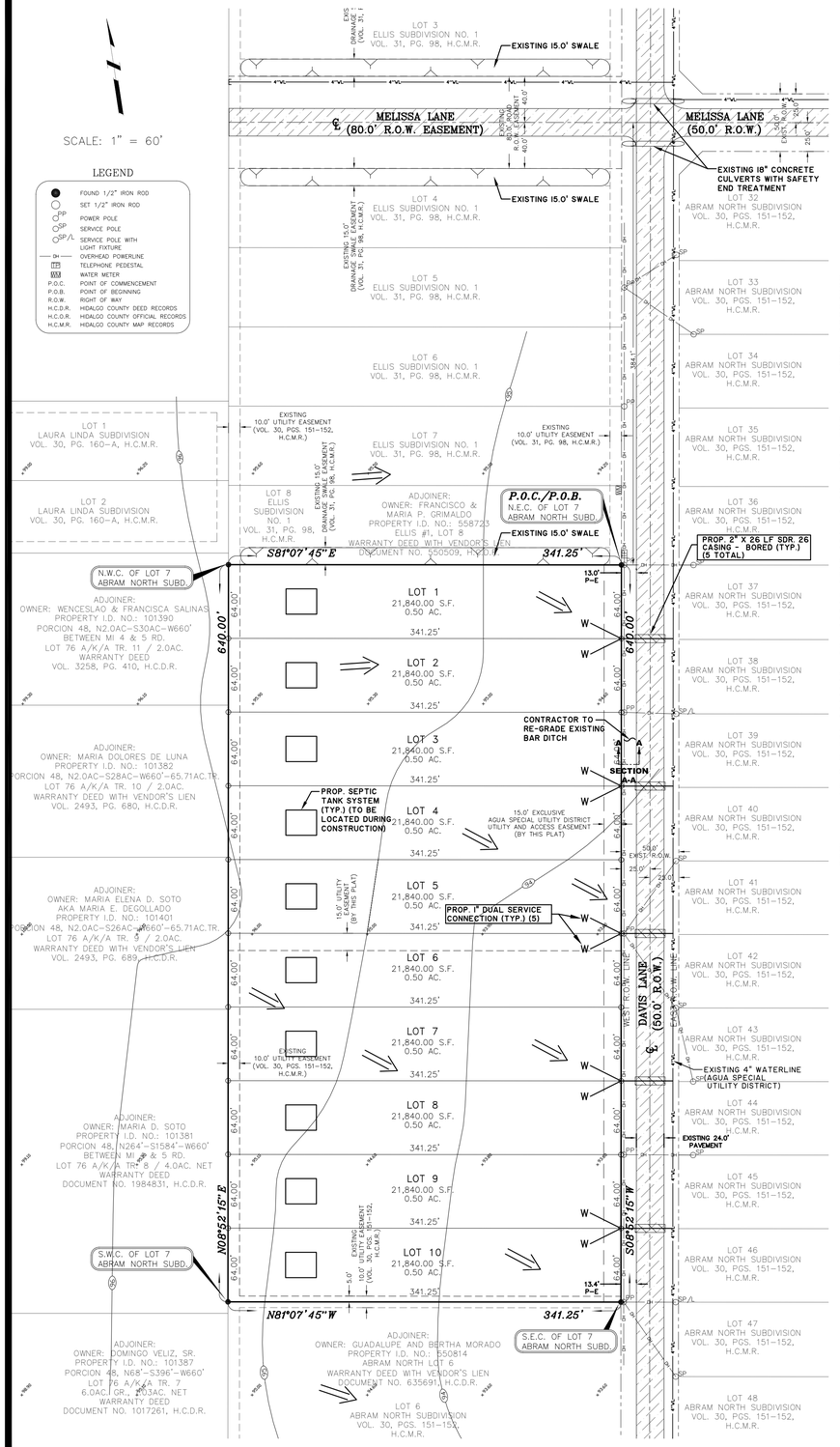
SEA
SALINAS ENGINEERING & ASSOCIATES
(F–6675)
CONSULTING ENGINEERS & SURVEYORS
2221 DAFFODIL — McALLEN, TEXAS 78501
(956) 682–9081 (956) 686–1489 (FAX)

SECOND SHEET

ELLIS NO. 6 SUBDIVISION

HIDALGO COUNTY, TEXAS

BEING A 5.01 NET ACRE TRACT OF LAND, MORE OR LESS, CONSISTING OF ALL OF LOT 7, ABRAM NORTH SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 30, PAGE 152 (1 OF 2), MAP RECORDS OF HIDALGO COUNTY, TEXAS.



MAP OF WATER DISTRIBUTION, SANITARY SEWER COLLECTION, TOPOGRAPHY, PAVING AND DRAINAGE

COST ESTIMATE CHART

COST ESTIMATE	
PAVING IMPROVEMENTS:	$ NONE
DRAINAGE IMPROVEMENTS:	$ NONE
WATER DISTRIBUTION:	$ XX,XXX.XX
SANITARY SEWER IMPROVEMENTS/OSSF:	$ 15,000.00
ESTIMACION DE COSTO	
PAVMENTACION DE CALLES:	$ NONE
DRENAJE PLUVIAL:	$ NONE
SERVICIO DE AGUA POTABLE:	$ XX,XXX.XX
SERVICIO DE DRENAJE SANITARIO:	$ 15,000.00

David Omar Salinas, P.E., R.P.L.S.
Salinas Engineering & Associates
2221 Daffodil Ave.
McAllen, Texas 78501
(956) 682-9081
(956) 686-1489 Facsimile
(956) 648-8899 Cell
dsalinas@salinasengineering.com

DRAINAGE REPORT
ELLIS NO. 6 SUBDIVISION
CITY OF MISSION, ETJ
HIDALGO COUNTY, TEXAS

July 23, 2014

Proposed Ellis No. 6 Subdivision is a re-plat of all of Lot 7, Abram North Subdivision, Hidalgo County, Texas (Volume 30, Page 152 – 1 and 2 of 2), and, consists of 5.01 Net Acres. The proposed re-plat is into 10 ½ acre residential lots. Said tract is located along the west side of Davis Lane between Mile 4 and Mile 5. Said proposed plat is within the extraterritorial jurisdiction of the City of Mission, Hidalgo County, Texas.

This site is covered by native vegetation consisting primarily of grass and some trees, with no development of any structures. The overall site is rectangular in shape and has 640.0 feet of frontage along Davis Lane and is 341.25 feet in depth. The property is vacant and un-developed with future proposed use as 10 acre residential lots – in keeping with the general character of this area is was assumed for the purpose of this report that each proposed lot would be improved with 1,500 square feet of impervious improvements for a total of 15,000 square feet.

The site is bound on the east by Davis Lane – a public roadway sitting on 50.0 feet of right-of-way. The roadway is a typical county roadway with 24 feet of asphalt improvements and no curb & gutter or storm sewer improvements. There is some roadway bar ditch improvements but they are generally in poor condition. Other lands to the north are occupied by Ellis No. 1 Subdivision and to the south and west by open tracts of land. There are no above ground canals or drainage ditches nearby. There nearest drainage ditch is approximately ½ mile north of this site and runs east to west north of the end of Davis Lane. There are single family homes located on the east side of Davis Lane along the entire frontage of this site.

The lands occupied by the proposed site are located in part within Zone "X" according to the FIRM dated June 6, 2000 – Community Panel No. 480334 0290 D. A review of Sheet 81 of the Soils Survey of Hidalgo County, Texas, reveals that the underlying conditions of the subject property consist of a Dr. clay loam complex with slopes between 0 and 1 percent. Such soils is somewhat poorly drained and surface runoff typically ponds with no surface runoff. Permeabilities are slow and the available water capacities are high.

Cross section elevations of the subject property reveal that drainage is via overland flow in an eastern direction toward Davis Lane at an average slope of 0.8795% over an average drainage run of approximately 341.25 feet. Upon reaching a saturated condition, runoff from site will likely pond. Runoff does not enter this site from Davis Lane. Drainage waters entering Davis Lane are carried away in a northerly direction by scare and poorly maintained bar ditches. These roadway bar ditches are excellent containment areas but only when shaped adequately and with maintenance up-keep.

In accordance with the drainage policies of the City of Mission and the County of Hidalgo, the subdivision shall be required to retain on-site the total volume of water created by the post-development of this property. Using an existing drainage coefficient of 0.20 and a future computed drainage coefficient of 0.25 (using a total of 15,000 square feet of impervious improvements), an average drainage run of 341.25 feet and an average slope of 0.8795, it was computed that the improved condition would produce an additional volume of 6,708.05 cubic feet (or 0.15 Acre-Feet) of drainage waters. This volume of water is for the entire proposed residential development.

The subdivider is required to limit the amount of off-site discharge from this site to a maximum of 10.92 CFS, the current drainage condition. Since the site is relatively equally sloped, each lot would have to detain a minimum of 670.81 cubic feet and that may be accomplished within garden or landscaped areas.

The developer shall provide improvements to Davis Lane by re-grading and forming like new the bar ditches along the frontage of this proposed subdivision. The proposed lots are large enough to accommodate on-site detention computed as approximately 671 cubic feet each. Most of that volume of water will likely be absorbed by natural means – natural percolation into the soil. The subdivider understands that the County planning department or possibly the City's Engineering department may require a grading plan or some other forms of proof on how the lot owner will comply with the detention of the minimum volume for each proposed lot during the building permit application process. This report only determines the volume to be detained by this development and computes the permissible rate of offsite discharge. Any such grading plan must illustrate how the minimum volumes of required detention shall be accomplished. In addition, it is also noted that off-site discharge from this re-subdivision may not exceed 10.92 CFS.

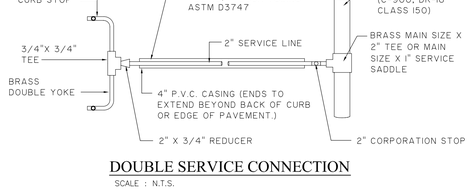
Aside from the re-grading of the bar ditch along the frontage of Davis Lane, no other drainage improvements to the roadway are planned at this time unless otherwise directed by the subdivision process. Lot owners will have to provide for culverts along Davis Lane for ingress/egress to each lot in accordance with the installation rules and regulations of the County of Hidalgo.

Date: July 23, 2014

CERTIFICATION

By my signature below, I certify that this subdivision lies in a Flood Zone "X" – Areas of minimal flooding. (No shading) (Community–Panel No. 480334 0290 D – Map Revised June 6, 2000)

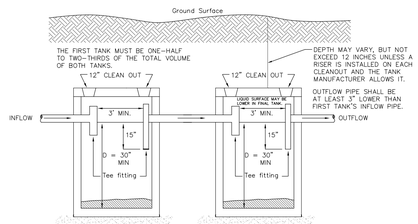
_____ DATE
David Omar Salinas,
Registered Professional Engineer #71973
Registered Professional Land Surveyor #5782



DOUBLE SERVICE CONNECTION
SCALE : N.T.S.

GENERAL NOTES:

I. ON ALL SERVICE LINES GREATER THAN I" (2" SCHEDULE 40), A 2" VALVE WILL BE REQUIRED.



TWO 500-GALLON SEPTIC TANKS IN SERIES
SCALE: N.T.S.

FINAL ENGINEERING REPORT FOR ELLIS NO. 6 SUBDIVISION :
BY DAVID G. SALINAS, P.E.

WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

ELLIS NO. 6 SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY AGUA SPECIAL UTILITY DISTRICT (A.S.U.D.). THE SUBDIVIDER AND A.S.U.D. HAVE ENTERED INTO A CONTRACT IN WHICH A.S.U.D. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND A.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.

A.S.U.D. HAS AN EXISTING 4" DIAMETER WATER LINE RUNNING ALONG THE EAST SIDE OF THE RIGHT-OF-WAY OF DAVIS LANE. THE WATER SYSTEM FOR ELLIS NO. 6 SUBDIVISION CONSISTS OF FIVE -1" DIAMETER DUAL SERVICE LINES RUNNING TO FIVE OF LOTS BEFORE SPLITTING INTO ½" DIAMETER SERVICE LINES. SAID SERVICES TERMINATE AT THE WATER METER BOXES FOR EACH LOT. THE DUAL SERVICES AND THE METER BOXES HAVE ALREADY BEEN INSTALLED. AT A TOTAL COST OF $XX,XXX.XX, OR $X,XXX.XX PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID A.S.U.D. THE SUM OF $XXXXX, WHICH COVERS THE $XXXX COST PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO A.S.U.D. UPON REQUEST BY THE LOT OWNER, A.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 A.S.U.D. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

THE LOCATION OF A FUTURE FILLING STATION (FIRE HYDRANT) SHALL BE DETERMINED BY AND BETWEEN THE HIDALGO COUNTY PLANNING DEPARTMENT AND AGUA SPECIAL UTILITY DISTRICT. THE SUBDIVIDER HAS ESCROWED TO THE HIDALGO COUNTY PLANNING DEPARTMENT THE AMOUNT OF $3,500.00 FOR SAID FUTURE FILLING STATION (FIRE HYDRANT).

SEWAGE FACILITIES DESCRIPTION: COST AND OPERABILITY DATES

SEWAGE FROM ELLIS SUBDIVISION NO. 6 WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAIN FIELD ON EACH LOT. THE UNDERSIGNED PROFESSIONAL ENGINEER HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR A REPLACEMENT DRAIN FIELD.

SOIL EVALUATION REPORT:

EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A SANDY LOAM SOIL FOR THE AREA. AT LEAST TWO SOIL EXCAVATIONS WERE PERFORMED ON THE SITE, AT OPPOSITE ENDS OF THE PROPOSED DISPOSAL AREA. (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMIT AREA). THE SOIL IS A UNIFORM SANDY LOAM EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUNDWATER OR A RESTRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

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'S HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL AT A TOTAL COST OF 15,000.00. 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 COSTS TO INSTALL THE WATER AND THE UNCONSTRUCTED ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES - THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $XX,XXX.XX WHICH EQUALS TO $X,XXX.XX PER LOT.

SEWAGE FACILITIES - SEPTIC SYSTEM IS ESTIMATED TO COST $1,500.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $15,000.00 FOR THE ENTIRE SUBDIVISION.

_____ _____
ENGINEER'S SIGNATURE DATE

REPORTE FINAL DE INGENERIA PARA LA SUBDIVISION ELLIS NO. 6 SUBDIVISION :
BY DAVID G. SALINAS, P.E.

PROVISIÓN DE AGUA: DESCRIPCIÓN, GASTOS Y FECHAS DE INICIO:

LA SUBDIVISIÓN ELLIS NO. 6 SUBDIVISION RECIBIRÁ SU PROVISIÓN DE AGUA DE AGUA SPECIAL UTILITY DISTRICT (LA COMPAÑÍA DE AGUA A.S.U.D.), EL DUEÑO DE LA SUBDIVISIÓN Y A.S.U.D. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ SU PROVISIÓN DE AGUA POR LOS PRÓXIMOS 30 AÑOS. A.S.U.D. HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.

EL SISTEMA DE PROVISIÓN DE AGUA PARA LA SUBDIVISIÓN ELLIS NO. 6 SUBDIVISION CONSISTE DE UN CONDUCTO EXISTENTE DE AGUA DE 4 PULGADAS DE DIÁMETRO QUE PASA POR EL LADO ESTE DEL DERECHO DE VÍA (RIGHT OF WAY) DE LA CARRETERA DAVIS LANE. EL SISTEMA DE PROVISIÓN DE AGUA DE LA SUBDIVISIÓN ELLIS NO. 6 SUBDIVISION CONSISTE DE CINCO DOBLE-CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO PARA CADA DOS LOTES. ESTOS CONDUCTOS SE SEPARAN PARA PRODUCIR DOS CONDUCTOS DE AGUA DE 1 DE PULGADA DE DIÁMETRO PARA CADA LOTE. LOS DOBLE-CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO Y LAS CAJAS DE LOS MEDIDORES MECÁNICOS DE AGUA A UN COSTO TOTAL DE $ XX,XXX.XX O $ X,XXX.XX POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA COMPAÑÍA A.S.U.D. $ XXXXX. O $ XXXXX POR LOTE COMO ESTÁ DECRARADO EN EL ACUERDO DE SERVICIO DE 30 AÑOS CUYA SUMA CUBRE EL COSTO DEL MEDIDOR MECÁNICO DE AGUA PARA CADA LOTE, COSTOS DE DERECHOS DE AGUA Y GASTOS DE MEMBRESÍA, ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACIÓN DE CADA MEDIDOR Y LOS GASTOS DE CONEXIÓN. CUANDO EL DUEÑO DE CADA LOTE SOLICITE LA INSTALACIÓN DEL MEDIDOR DE AGUA, LA COMPAÑÍA A.S.U.D. LO INSTALARÁ SIN ALGÚN GASTO AL DUEÑO. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

EL LUGAR DE UNA FUTURA ESTACION DE SERVICIO DE AGUA (BOCA DE INCENDIOS) SE DETERMINARA POR Y ENTRE EL DEPARTAMENTO DE PLANIFICACION DEL CONDADO DE HIDALGO Y LA COMPANIA DE AGUA A.S.U.D. EL DUENO DE LA SUBDIVISION HA HECHO UN DEPOSITO EN FEDECOMBO CON EL DEPARTAMENTO DE PLANIFICACION DEL CONDADO DE HIDALGO POR LA CANTIDAD DE $3,500.00 PARA LA MENCIONADA FUTURA ESTACION DE SERVICIO DE AGUA (BOCA DE INCENDIOS).

DRENAJE: DESCRIPCIÓN, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISIÓN:

SE INSTALARA UNA FOSA SÉPTICA EN CADA SOLAR. ESTA FOSA SÉTICA CONSISTE DE UN TANQUE SÉPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. EL INGENIERO AUTOR DE ESTE DOCUMENTO HA EVALUADO EL ÁREA DONDE SE ENCUENTRA LA SUBDIVISIÓN Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA ESAS FOSAS SÉPTICAS (OSSF). EL REPORTE FUE APROBADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT) SEGÚN EL REPORTE.

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

EL COSTO ESTIMADO PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR SON $1,500.00 DOLARES, 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 $15,000.00. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODAS LAS FOSA SÉPTICAS Y AH APROVADO LA INSTALACION DE LAS FOSA SÉPTICAS DESDE _____

CERTIFICACIÓN:

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 SECCIÓN 16.343 DEL TEXAS WATER CODE (CÓDIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMIENTE CONSTRUIDO MENOS EL MEDIDOR MECÁNICO DE AGUA QUE COSTARA UN TOTAL DE $ XX,XXX.XX O $ X,XXX.XX POR LOTE.

DRENAJE: SE ESTIMA QUE LA FOSA SÉPTICA COSTARA $1,500.00 A UN COSTO TOTAL DE $15,000.00 TODA LA SUBDIVISIÓN.

_____ _____
ENGINEER'S SIGNATURE DATE

SUBDIVIDER CERTIFICATION:

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

SUBDIVIDER STATEMENTS:

1.– WE, ALFREDO RODRIGUEZ AND JUAN RODRIGUEZ, JR., SUBDIVIDERS OF ELLIS SUBDIVISION NO. 6 HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAID AND ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY AND QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT TO HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

_____ _____ _____ _____
ALFREDO RODRIGUEZ DATE JUAN RODRIGUEZ, JR. DATE
1924 NEWPORT ST. 1924 NEWPORT ST.
McALLEN, TEXAS 78501 McALLEN, TEXAS 78501

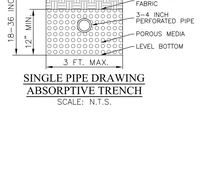
STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON (S) WHOSE NAME (S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED,

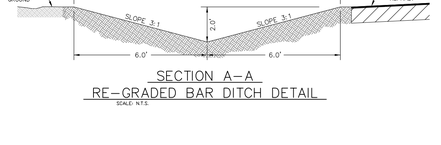
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2014.

_____
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
MY COMMISSION EXPIRES. _____

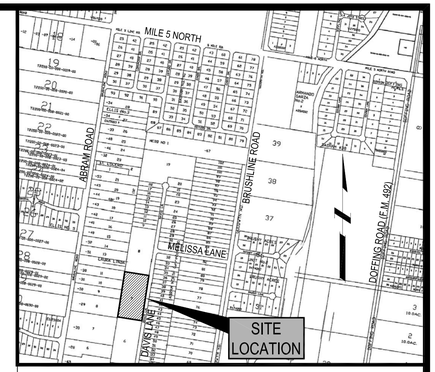
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW BY THE COUNTY OF HIDALGO ONLY & BY NO OTHERS UNDER THE AUTHORITY OF DAVID OMAR SALINAS, P.E., TX. REG. NO. 71973 ON SEPTEMBER 11, 2014. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.



SINGLE PIPE DRAWING ABSORPTIVE TRENCH
SCALE: N.T.S.



SECTION A–A
RE–GRADED BAR DITCH DETAIL
SCALE: N.T.S.



LOCATION MAP SCALE : 1" = 1000'

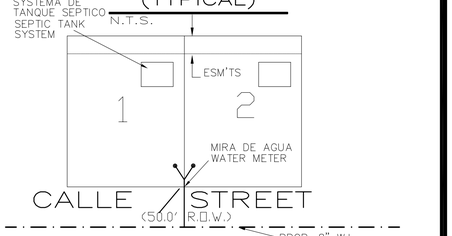
ELLIS NO. 6 SUBDIVISION

PREPARED BY: SALINAS ENGINEERING & ASSOCIATES
2221 DAFFODIL AVE.
MCALLEN, TEXAS 78501

DATE PREPARED: SEPTEMBER 11, 2014

PLAT SHEET 1 OF 2

LOT DETAIL (TYPICAL)



LEGEND
= DENOTES PROPOSED SEPTIC AND DRAIN FIELD SYSTEM
= DENOTES PROPOSED WATER METER LOCATION
SEPTIC TANK – 2–500 GALLON SYSTEM
SOIL ABSORPTION FIELD – 190 SQ. FT.
THIS IS BASED ON A 3 BEDROOM STRUCTURE

LEYENDA
= DENOTA PROPUESTO SEPTICO Y SITEMA DE CAMPO DE DESAGUE
= DENOTA MEDIDOR DE AGUA PROPUESTO
TANQUE SEPTICO – 2–500 SYSTEMA DE GALON
CAMPO ABSORPCION DE LA TIERRA– 190 SQ. FT.
ESTO SE BASE EN UNA ESTRUCTURA DE 3 DORMITORIOS.

REVISION NOTES

NO.	SHEET	REVISION	DATE	APPROVED

INDEX SHEET OF ELLIS NO. 6 SUBDIVISION

SHEET 1	HEADING; INDEX; LOCATION MAP PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES & BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNERS DEDICATION, CERTIFICATION; AND ATTESTATION; CITY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE E.T.J. OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.D.D. CERTIFICATION; IRRIGATION DISTRICT CERTIFICATE OF APPROVAL; HIDALGO COUNTY HEALTH DEPT. CERTIFICATE OF

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: 09-30-2014

PROPOSED **AURORA VALLEY PHASE 4** SUBDIVISION, PRECINCT No. **1** .

ENGINEER: **MELDEN & HUNT, INC.** DEVELOPER: **M.L. RHODES**

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

NUMBER OF LOTS: **92** ☒ *SINGLE FAMILY ___ ☐ *MULTI-FAMILY ___ ☐ COMMERCIAL ___ ☐ INSTITUTIONAL

LOCATION DESCRIPTION: **East side of Dillon Rd, ¼ mile North of Mile 14 North Rd (Wisconsin Rd)**

SUBDIVISION LIES WITHIN THE: ☒ *The Rural area of the County*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **06-24-14** PROPERTY LIES WITHIN FLOOD ZONE: **"C"** AS PER FEMA.

DRAINAGE DESIGN: **Drainage will be provided by a storm drainage pipe system discharging into existing drain ditch running between Aurora Valley Phas 2 & Phase 4**

ROAD R.O.W. DEDICATION: **20 feet to Dillon Rd**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **07-25-14** : By, **Roy Gonzalez** PCT 1 R.O.W. AGENT

H.C.H.D APPROVAL DATE: **06-30-14** by: **Elizardo "Chardo" Ramos,** Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Jose Angel Gonzalez**
☐ OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: _____

WATER SERVICE PROVIDER: **N.A.W.S.C.** LINE SIZE: **8"** LOCATION: **Dillon Rd & Canton Rd**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **06-30-14 .**: By **Martin Ramirez, Director of Office of Environmental Compliance**

☒ **LARGE CONSTRUCTION**

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

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON:

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.*

Map of
AURORA VALLEY PHASE 4

BEING A RESUBDIVISION OF 80.029 ACRES,
CONSISTING OF
14.406 ACRES OUT OF LOT 38, 14.380 OUT OF LOT 39,
0.420 ACRES OUT OF LOT 40, 19.638 OUT OF LOT 53,
19.850 ACRES OUT OF LOT 54, AND 11.339 ACRES OUT OF LOT 55
HILL-HALBERT SUBDIVISION,
REC. IN VOL. 1, PAGE 35, H.C.M.R.,
HIDALGO COUNTY, TEXAS.

METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 80.029 ACRES SITUATED IN HIDALGO COUNTY, TEXAS, CONSISTING OF 14.406 ACRES OUT OF LOT 38, 14.380 ACRES OUT OF LOT 39, 0.420 OF ONE ACRE OUT OF LOT 40, 19.634 OUT OF LOT 53, 19.850 ACRES OUT OF LOT 54, AND 11.339 ACRES OUT OF LOT 55, HILL-HALBERT SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1, PAGE 35, HIDALGO COUNTY MAP RECORDS, SAID 80.029 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A NO. 4 REBAR FOUND (NORTHING: 16621161.52, EASTING: 1131341.78), FOR THE EASTERNMOST NORTHWEST CORNER OF THIS TRACT, SAID CORNER ALSO BEING THE NORTHEAST CORNER OF LOT 175 AND THE SOUTHWEST CORNER OF LOT 178, AURORA VALLEY PHASE 2 ACCORDING TO THE PLAT THEREOF RECORDED UNDER DOCUMENT NO. 2404614 HIDALGO COUNTY MAP RECORDS, AND THE SOUTHWEST CORNER OF LOT 280 AURORA VALLEY PHASE 3 ACCORDING TO THE PLAT THEREOF RECORDED UNDER DOCUMENT NO. 2492168 HIDALGO COUNTY MAP RECORDS;

1. THENCE, N 89° 26' 38" E ALONG A SOUTHERN BOUNDARY LINE OF SAID AURORA VALLEY PHASE 3, A DISTANCE OF 982.98 FEET TO A NO. 4 REBAR FOUND FOR AN ANGLE POINT OF THIS TRACT;
2. THENCE, S 81° 20' 33" E ALONG A SOUTHERN BOUNDARY LINE OF SAID AURORA VALLEY PHASE 3, AT A DISTANCE OF 174.87 FEET TO A NO. 4 REBAR FOUND ON THE WEST RIGHT-OF-WAY LINE OF THE HIDALGO COUNTY DRAINAGE DISTRICT NO. ALAMO LATERAL, CONTINUING A TOTAL DISTANCE OF 250.85 FEET TO THE NORTHEAST CORNER OF THIS TRACT;
3. THENCE, S 08° 39' 27" W ALONG THE EAST LINES OF LOTS 38 AND 55 AND WITHIN SAID HIDALGO COUNTY DRAINAGE DISTRICT NO. ALAMO LATERAL RIGHT-OF-WAY, AT A DISTANCE OF 1009.84 FEET PASS THE SOUTHEAST CORNER OF SAID LOT 38 AND THE NORTHEAST CORNER OF SAID LOT 55, CONTINUING A TOTAL DISTANCE OF 2218.34 FEET TO THE SOUTHEAST CORNER OF THIS TRACT;
4. THENCE, N 81° 20' 33" W ACROSS SAID HIDALGO COUNTY DRAINAGE DISTRICT NO. ALAMO LATERAL RIGHT-OF-WAY, A DISTANCE OF 74.99 FEET TO A NO. 4 REBAR SET FOR AN ANGLE POINT OF THIS TRACT;
5. THENCE, S 89° 26' 38" W AT A DISTANCE OF 233.22 FEET PASS A NO. 4 REBAR SET, CONTINUING A TOTAL DISTANCE OF 283.22 FEET TO A NO. 4 REBAR SET AN OUTSIDE CORNER OF THIS TRACT;
6. THENCE, N 00° 33' 22" W A DISTANCE OF 1.05 FEET TO A NO. 4 REBAR SET FOR AN INSIDE CORNER OF THIS TRACT;

METES AND BOUNDS DESCRIPTION CONTINUE

6. THENCE, S 89° 26' 38" W A DISTANCE OF 235.00 FEET TO A NO. 4 REBAR SET FOR THE EASTERNMOST SOUTHWEST CORNER OF THIS TRACT;
7. THENCE, N 00° 33' 22" W A DISTANCE OF 648.77 FEET TO A NO. 4 REBAR SET AN INSIDE CORNER OF THIS TRACT;
8. THENCE, S 89° 26' 38" W A DISTANCE OF 755.00 FEET TO A NO. 4 REBAR SET FOR AN INSIDE CORNER OF THIS TRACT;
9. THENCE, S 00° 33' 22" E A DISTANCE OF 19.11 FEET TO A NO. 4 REBAR SET FOR AN OUTSIDE CORNER OF THIS TRACT;
10. THENCE, S 89° 26' 38" W A DISTANCE OF 313.97 FEET TO A NO. 4 REBAR SET FOR AN INSIDE CORNER OF THIS TRACT;
11. THENCE, S 00° 33' 22" E A DISTANCE OF 107.76 FEET TO A NO. 4 REBAR SET FOR AN OUTSIDE CORNER OF THIS TRACT;
12. THENCE, S 89° 26' 38" W AT A DISTANCE OF 643.82 FEET PASS A NO. 4 REBAR FOUND FOR THE NORTHEAST CORNER OF LOT 1, ARTSOB SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 32, PAGE 136 HIDALGO COUNTY MAP RECORDS, AT A DISTANCE OF 1253.63 FEET PASS A NO. 4 REBAR FOUND FOR THE NORTHWEST CORNER OF SAID LOT 1, ARTSOB SUBDIVISION, AT A DISTANCE OF 1273.57 FEET PASS A PIPE FOUND FOR THE EXISTING EAST RIGHT-OF-WAY LINE OF DILLON ROAD, CONTINUING A TOTAL DISTANCE OF 1304.69 FEET TO THE WESTERNMOST SOUTHWEST CORNER OF THIS TRACT;
13. THENCE, N 00° 33' 22" W ALONG THE WEST LINE OF LOT 53 AND WITHIN THE RIGHT-OF-WAY OF DILLON ROAD, A DISTANCE OF 652.40 FEET TO THE WESTERNMOST NORTHWEST CORNER OF THIS TRACT;
14. THENCE, N 89° 26' 38" E ALONG A SOUTHERN BOUNDARY LINE OF SAID AURORA VALLEY PHASE 2, AT A DISTANCE OF 30.00 FEET PASS THE OLD EAST RIGHT-OF-WAY LINE OF DILLON ROAD, AT A DISTANCE OF 50 FEET PASS A NO. 4 REBAR FOUND ON THE EXISTING EAST RIGHT-OF-WAY OF DILLON ROAD, CONTINUING A TOTAL DISTANCE OF 306.89 FEET TO A NO. 4 REBAR FOUND FOR AN INSIDE CORNER OF THIS TRACT;
15. THENCE, N 00° 33' 22" E ALONG A SOUTHERN BOUNDARY LINE OF SAID AURORA VALLEY PHASE 2, A DISTANCE OF 5.54 FEET TO A NO. 4 REBAR FOUND FOR AN OUTSIDE CORNER OF THIS TRACT;
16. THENCE, N 89° 26' 38" E ALONG A SOUTHERN BOUNDARY LINE OF SAID AURORA VALLEY PHASE 2, A DISTANCE OF 214.74 FEET TO A NO. 4 REBAR FOUND FOR AN INSIDE CORNER OF THIS TRACT;
17. THENCE, N 00° 33' 22" W ALONG A SOUTHERN BOUNDARY LINE OF SAID AURORA VALLEY PHASE 2, A DISTANCE OF 10.50 FEET TO A NO. 4 REBAR FOUND FOR AN OUTSIDE CORNER OF THIS TRACT;
18. THENCE, N 89° 26' 38" E ALONG A SOUTHERN BOUNDARY LINE OF SAID AURORA VALLEY PHASE 2, A DISTANCE OF 766.28 FEET TO A NO. 4 REBAR FOUND FOR AN ANGLE POINT OF THIS TRACT;
19. THENCE, N 65° 25' 55" E ALONG A SOUTHERN BOUNDARY LINE OF SAID AURORA VALLEY PHASE 2, A DISTANCE OF 110.56 FEET TO A NO. 4 REBAR FOUND FOR AN ANGLE POINT OF THIS TRACT;
20. THENCE, N 89° 26' 38" E ALONG A SOUTHERN BOUNDARY LINE OF SAID AURORA VALLEY PHASE 2, A DISTANCE OF 701.49 FEET TO A NO. 4 REBAR FOUND (NORTHING: 16620180.1560, EASTING: 1131351.1020), FOR AN INSIDE CORNER OF THIS TRACT;
21. THENCE, N 00° 33' 22" W ALONG THE EAST BOUNDARY LINE OF SAID AURORA VALLEY PHASE 2 ACCORDING TO THE PLAT THEREOF RECORDED UNDER DOCUMENT NO. 2404614 HIDALGO COUNTY MAP RECORDS, A DISTANCE OF 981.50 TO THE POINT OF BEGINNING, AND CONTAINING 80.029 ACRES, OF WHICH 0.449 OF ONE ACRE LIES WITHIN THE EXISTING RIGHT-OF-WAY OF DILLON ROAD.

STATE OF TEXAS
COUNTY OF HIDALGO:

I, THE UNDERSIGNED, FRED L. KURTH, A REGISTERED PROFESSIONAL ENGINEER AND REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT, AND IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED.

FRED L. KURTH, P.E. # 54151, R.P.L.S. # 4750
DATE SURVEYED: 05-07-14
DATE PREPARED: 06-16-2014
T-972, PG. 49-53
ENGINEERING JOB No. 14053.00
SURVEYING JOB No. 14053.08

STATE OF TEXAS · FRED L. KURTH · 54151 · LICENSED · PROFESSIONAL ENGINEER

STATE OF TEXAS · REGISTERED · FRED L. KURTH · 4750 · PROFESSIONAL · LAND SURVEYOR

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

AURORA VALLEY PHASE 4 IS LOCATED IN THE SOUTHEAST PART OF HIDALGO COUNTY, EAST OF DILLON ROAD , AND APPROXIMATELY 283 FEET SOUTH OF CANTON ROAD (MILE 14 1/2 N. ROAD). THIS SUBDIVISION IS NOT WITHIN THE 5-MILE E.T.J. CITY OF EDINBURG UNDER LOCAL GOVERNMENT CODE § 212.001 AND FALLS WITHIN THE RURAL AREA OF THE COUNTY;

THIS SUBDIVISION FALLS WITHIN PRECINCT 1.

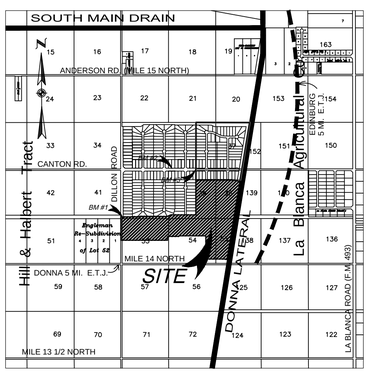
NOTE: THERE ARE 92 LOTS AND 2 TRACTS WITHIN THIS SUBDIVISION.

REVISION NOTES

NO.	SHEET	REVISION	DATE	APPROVED
1				
2				

DRAWN BY: R.DE JESUS — DATE: 06-16-2014
SURVEY, CHECKED BY: _____ DATE:
FINAL CHECK: _____ DATE:

SHEET 1 OF 7



LOCATION MAP

SCALE: 1" = 2000'

SCALE NOTE:
IF THIS BAR DOES NOT MEASURE 1", THE DRAWING IS NOT TO SCALE

SCALE: 1" = 100'

BEARINGS ARE BASED ON TEXAS STATE PLANE GRID COORDINATES, SOUTH ZONE, NAD 83 TEXAS, 4205 ELEVATIONS ARE BASED ON NAVD 88 (GEOID 12B)

INDEX TO SHEET OF AURORA VALLEY PHASE 4

SHEET 1: HEADING; INDEX; LOCATION MAP; MAP: LOT, STREETS AND EASEMENT LAYOUT, DESCRIPTION (METES AND BOUNDS); ENGINEER'S AND SURVEYOR'S CERTIFICATION; PRINCIPAL CONTACTS; REVISION NOTES.

SHEET 2: ET.J; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION AND ATTESTATION; IRRIGATION DISTRICT, H.C.D.D. No. 1, HIDALGO COUNTY R.O.W. DEPT., H.C. JUDGE AND H.C.H.D. CERTIFICATIONS; CLERK'S RECORDING CERTIFICATE; REVISION NOTES.

SHEET 3: ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND OSSF; ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH); WATER DETAILS; REVISION NOTES.

SHEET 4& 5: WATER AND OSSF LAYOUT; REVISION NOTES.

SHEET 6: MAP OF TOPOGRAPHY, STREET AND STORM DRAINAGE PLAN; STREET CONSTRUCTION DETAILS; REVISION NOTES.

SHEET 7: DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE; STORM DRAINAGE CONSTRUCTION DETAILS; REVISION NOTES.

LEGEND

- ○ SET REBAR WITH CAP STAMPED MELDEN AND HUNT INC.
- △ SET COTTON PICKER SPINDLE
- ● FOUND REBAR
- ◉ BENCH MARK-SQUARE CUT IN CONCRETE

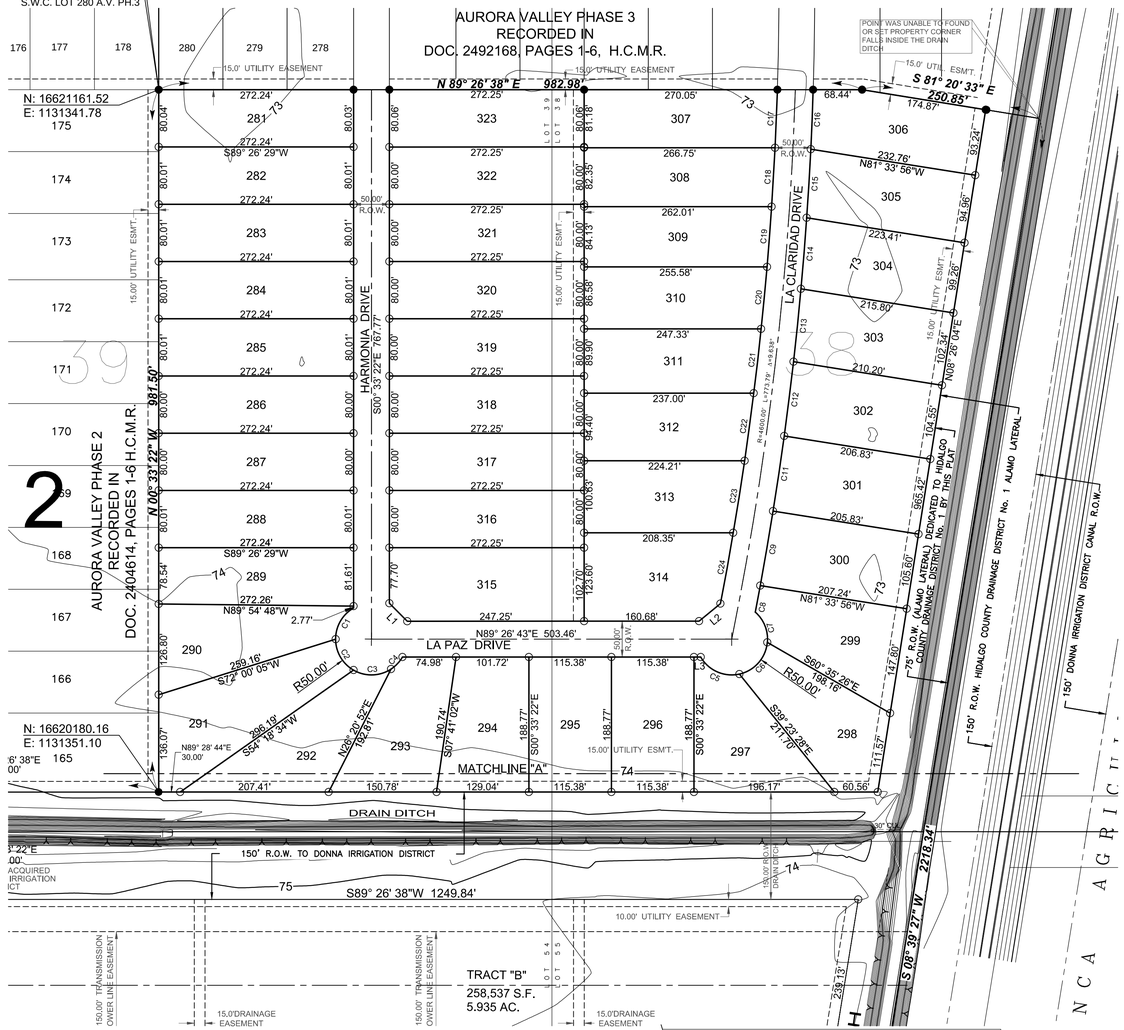
PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	M.L. RHODES RHODES ENTERPRISES, LTD	2600 S. BENTSEN PALM DRIVE, STE. 267-B	MISSION, TX. 78572	(956) 287-2800	(956) 287-2804
ENGINEER:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX 78539	(956) 381-0981	(956) 381-1839
SURVEYOR:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX 78539	(956) 381-0981	(956) 381-1839

TBPE FIRM # F-1435

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE
EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947

227 N. F.M. 3167
RIO GRANDE CITY, TX 78582
PH: (956) 487-8256
FAX: (956) 488-8591
www.meldenandhunt.com



Lot Area Table		
Lot #	SQ. FT.,	Area
281	21789,33	0,500
282	21783,02	0,500
283	21782,61	0,500
284	21782,50	0,500
285	21782,27	0,500
286	21780,31	0,500
287	21780,00	0,500
288	21781,33	0,500
289	21800,51	0,500
290	21790,58	0,500
291	27178,15	0,624
292	21856,53	0,502
293	21918,03	0,503
294	21780,66	0,500
295	21780,20	0,500
296	21780,19	0,500
297	21884,26	0,502
298	22428,82	0,515
299	21932,00	0,503
300	21788,97	0,500

Lot Area Table		
Lot #	SQ. FT.,	Area
301	21862,90	0,502
302	21780,00	0,500
303	21780,00	0,500
304	21780,00	0,500
305	21794,69	0,500
306	21799,35	0,500
307	21783,02	0,500
308	21783,09	0,500
309	21783,18	0,500
310	21783,30	0,500
311	21783,46	0,500
312	21783,69	0,500
313	24081,08	0,553
314	27646,63	0,635
315	21780,00	0,500
316	21780,00	0,500
317	21780,00	0,500
318	21780,00	0,500
319	21780,00	0,500
320	21780,00	0,500
321	21780,00	0,500

Lot Area Table		
Lot #	SQ. FT.,	Area
322	21780,00	0,500
323	21796,51	0,500
324	40204,49	0,923
325	21804,77	0,501
326	21803,40	0,501
327	21803,40	0,501
328	21803,40	0,501
329	21782,32	0,500
330	21782,32	0,500
331	21782,32	0,500
332	21782,32	0,500
333	21782,32	0,500
334	21782,32	0,500
335	21795,42	0,500
336	21781,87	0,500
337	21782,32	0,500
338	21782,32	0,500
339	21782,32	0,500
340	21782,32	0,500
341	21782,32	0,500

Lot Area Table		
Lot #	SQ. FT.,	Area
342	21782,32	0,500
343	21782,32	0,500
344	21782,32	0,500
345	21885,75	0,502
346	24812,68	0,570
347	25084,95	0,576
348	25084,95	0,576
349	25084,95	0,576
350	24812,68	0,570
351	25080,85	0,576
352	25084,95	0,576
353	25084,95	0,576
354	25084,95	0,576
355	25080,85	0,576
356	21782,32	0,500
357	21781,05	0,500
358	21781,05	0,500
359	25548,58	0,587
360	24405,18	0,560
361	21785,64	0,500

Lot Area Table		
Lot #	SQ. FT.,	Area
362	21781,39	0,500
363	21795,03	0,500
364	21782,58	0,500
365	21781,39	0,500
366	21780,99	0,500
367	21780,04	0,500
368	21780,04	0,500
369	21780,04	0,500
370	21780,03	0,500
371	21780,03	0,500
372	21780,04	0,500

Curve Table						
Curve #	Delta	Radius	Length	Tangent	Chord Direction	Chord Length
C1	059° 59' 00"	50.00'	52.35'	28.86	S29° 27' 08"W	49.99'
C2	060° 00' 02"	50.00'	52.36'	28.87	S30° 32' 23"E	50.00'
C3	063° 15' 46"	50.00'	55.21'	30.80	N87° 49' 43"E	52,45'
C4	026° 46' 01"	50.00'	23.36'	11.90	N42° 48' 49"E	23.15'
C5	072° 24' 00"	50.00'	63.18'	36.59	S66° 43' 36"E	59,06'
C6	072° 24' 00"	49,99'	63,17'	36.59	N40° 52' 46"E	96,52'
C7	054° 07' 11"	50.01'	47.24'	25.55	N22° 22' 50"W	88.88'
C8	000° 32' 48"	3,963,35'	37.81'	18,90	N10° 05' 29"E	37,81'
C9	001° 18' 30"	4,625.08'	105.61'	52.81	N9° 12' 11"E	105.61'
C11	001° 14' 09"	4,917.54'	106,07'	53,03	N7° 53' 31"E	106,06'
C12	001° 17' 45"	4,625.00'	104.61'	52.31	N6° 35' 13"E	104.60'
C13	001° 16' 11"	4,625.00'	102,50'	51,25	N5° 18' 15"E	102,50'
C14	001° 14' 00"	4,625.00'	99.55'	49,78	N4° 03' 09"E	99,55'
C15	001° 10' 55"	4,654.40'	96.02'	48,01	N2° 50' 28"E	96,02'
C16	001° 02' 17"	4,591.53'	83.19'	41,60	N1° 43' 52"E	112,92'
C17	001° 01' 03"	4,574.90'	81.24'	40,62	N1° 44' 38"E	111,49'
C18	001° 01' 59"	4,575.10'	82.49'	41,25	N2° 46' 09"E	82,49'
C19	001° 03' 24"	4,575.00'	84.38'	42.19	N3° 48' 51"E	84.38'
C20	001° 05' 21"	4,575.00'	86.98'	43,49	N4° 53' 13"E	86,97'
C21	001° 08' 00"	4,575.00'	90.49'	45,25	N5° 59' 54"E	90,49'
C22	001° 11' 35"	4,575.00'	95.26'	47.63	N7° 09' 41"E	95.26'
C23	001° 16' 33"	4,575.00'	101.87'	50.94	N8° 23' 45"E	101.87'
C24	001° 15' 36"	4,575.00'	100,62'	50,31	S9° 39' 50"W	100,62'
C25	102° 17' 49"	50,00'	89.27'	62,07	S81° 42' 17"E	77.88'
C26	017° 42' 11"	50.00'	15.45'	7.79	N38° 17' 43"E	15.39'
C27	149° 59' 59"	50,00'	130,90'	186.60	N74° 26' 38"E	96,59'
C28	150° 00' 00"	50,00'	130,90'	186.60	N75° 33' 22"W	96,59'
C30	102° 38' 08"	40.00'	71.65'	49.96	S89° 26' 38"W	62.45'

Lot Line Table		
Line #	Length	Direction
L1	35,36'	S45° 33' 22"E
L2	38,64'	S49° 56' 51"W
L3	9.39'	S89° 26' 38"W
L4	35,36'	S45° 33' 22"E
L5	35,36'	S44° 26' 38"W
L6	35,36'	S45° 33' 22"E
L7	35,36'	N44° 26' 38"E
L8	35,36'	S45° 33' 22"E
L9	35,36'	N44° 26' 38"E
L10	35,36'	S45° 33' 22"E
L11	35,36'	N44° 26' 38"E
L12	28,02'	N89° 26' 38"E
L13	5,00'	N89° 26' 38"E

TBPE FIRM # F-1435

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE
EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947
227 N. F.M. 3167
RIO GRANDE CITY, TX 78582
PH: (956) 487-8256
FAX: (956) 488-8591
www.meldenandhunt.com

Map of
AURORA VALLEY PHASE 4

BEING A RESUBDIVISION OF 80.029 ACRES,
CONSISTING OF
14.406 ACRES OUT OF LOT 38, 14.380 OUT OF LOT 39,
0.420 ACRES OUT OF LOT 40, 19.634 OUT OF LOT 53,
19.850 ACRES OUT OF LOT 54, AND 11.339 ACRES OUT OF LOT 55
HILL-HALBERT SUBDIVISION,
REC. IN VOL. 1, PAGE 35, H.C.M.R.,
HIDALGO COUNTY, TEXAS.

RIGHT OF WAY EASEMENT

KNOWN ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND LAY AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE FOR WHICH THE ABOVE-MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED.

IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND DESCRIBED ABOVE FOR THE PURPOSE OF LATERALLY RELOCATING SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED.

THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE A COVENANT RUNNING WITH THE LAND FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT HE/SHE IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS, EXCEPT THE FOLLOWING:

THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF THE TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF, THE SAID GRANTOR HAS EXECUTED THIS INSTRUMENT THE _____ DAY OF

_____, 20 _____.

_____
(GRANTOR'S SIGNATURE)

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON(S) WHOSE NAME(S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE (SHE) (THEY) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 20 _____.

_____
NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES:

GENERAL PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "C" (NO SHADING). ZONE "C" IS DEFINED AS AREA OF MINIMAL FLOODING. PANEL NO. 480334 0425 C. MAP REVISED: NOVEMBER 16, 1982. THE AREAS WITHIN THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN. 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 THIS 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 (INTERNAL LOTS)
REAR: 15.00 FEET, OR GREATER FOR EASEMENT.
SIDE: 6.00 FEET, OR GREATER FOR EASEMENT.
CUL-DE-SAC: 15.00 FEET, OR GREATER FOR EASEMENT.
CORNER SIDE: 20.00 FEET, OR GREATER FOR EASEMENT.
GARAGE FRONT SETBACK: 18 FEET, OR GREATER IF EASEMENT.

3. MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB MEASURED AT THE CENTER OF EACH LOT, OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

4. BENCHMARK NOTE:
BM # 1: SQUARE CUT ON SET TOP OF CONCRETE HEADWALL LOCATED 9.5 FEET SOUTH FROM THE WESTERLY MOST NORTHWEST CORNER OF THIS SUBDIVISION AND ON THE EAST SIDE OF DILLON ROAD. GEODETIC G.P.S. TEXAS STATE PLANE GRID COORDINATE SYSTEM NAD 83 TEXAS SOUTH 4205 ELEVATION PER NAVD 88 (GEOID 2003) N= 16620089.5400 E= 1129280.3450 ELEV.=79.70

BM # 2: MELDEN AND HUNT INC., STAMPED ALUMINUM DISK SET IN CONCRETE BASE LOCATED 150 FEET SOUTH AND 50 FEET EAST FROM THE WESTERLY MOST NORTHWEST CORNER OF THIS SUBDIVISION AND ON THE EAST SIDE OF DILLON ROAD. GEODETIC G.P.S. TEXAS STATE PLANE GRID COORDINATE SYSTEM NAD 83 TEXAS SOUTH 4205 ELEVATION PER NAVD 88 (GEOID 2003) N= 16619949.2400 E= 1129313.2313 ELEV.=75.67

BM # 3: MELDEN AND HUNT INC. STAMPED ALUMINUM DISK SET IN CONCRETE BASE LOCATED 74.99 FEET NORTHWEST FROM THE SOUTHER MOST SOUTHEAST CORNER OF THIS SUBDIVISION AND ON THE WEST SIDE OF ALAMO LATERAL. GEODETIC G.P.S. TEXAS STATE PLANE GRID COORDINATE SYSTEM NAD 83 TEXAS SOUTH 4205 ELEVATION PER NAVD 88 (GEOID 2003) N= 16618951.5587 E= 1132164.6390 ELEV.=74.50

5. 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 127,393 CUBIC FEET (2.925 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS INDICATED IN THE DRAINAGE REPORT.

6. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT OF THIS SUBDIVISION (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT, OFFICE OF ENVIRONMENTAL AND COMPLIANCE, AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT. NO COMMERCIAL USE WILL BE ALLOWED FOR LOTS 281 -323 AND 326-391.

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 TO THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

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

9. RHODES ENTERPRISES, LTD, OWNER AND SUBDIVIDER OF AURORA VALLEY PHASE 4, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOTS AS INDICATED ON SHEET No. 4 OF THIS PLAT.

10. ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH T.C.E.Q. AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAIN FIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

11. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.

12. ALL PUBLIC UTILITY EASEMENTS DEDICATED BY THIS PLAT SHALL HAVE A MINIMUM WIDTH OF 15.00 FEET, AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES.

13. AN OFF-STREET PARKING LOT SITE PLAN AND DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR SCHOOLS, COMMERCIAL INDUSTRIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO ISSUANCE OF 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.

STATE OF TEXAS
COUNTY OF HIDALGO:

OWNER'S DEDICATION, CERTIFICATION AND ATTESTATION

I , M.L. RHODES, OWNER OF THE 80.029-ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED "AURORA VALLEY PHASE 4", HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC USE THE STREE(S), PARK, AND EASEMENTS SHOWN HEREIN.
I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

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

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AN COMPLETE.

_____ _____
DATE:

MIKE RHODES, PRESIDENT
RHODES ENTERPRISES, INC.
2500 S. BENTSEN PALM DRIVE, STE. 267B
MISSION, TEXAS, 78575

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED "M.L. RHODES" PROVED TO ME THROUGH HIS TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVERS LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME, FIRST DULY SWORN AND DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREBY EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE

_____ , DAY OF_____ , 20 _____ .

_____ .
NOTARY PUBLIC, HIDALGO COUNTY, TEXAS
MY COMMISSION EXPIRES:

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF AURORA VALLEY PHASE 4 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON:

_____ , 20 _____

_____ _____
ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

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

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

BY: _____

_____

THIS PLAT APPROVED BY THE DONNA IRRIGATION DISTRICT No. 1

ON THIS THE _____ DAY OF _____ ,20 _____

ATTEST: _____
PRESIDENT

_____
SECRETARY

NOTE: DONNA IRRIGATION DISTRICT No. 1 WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION.

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

WE, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF AURORA VALLEY PHASE 4 WAS REVIEWED AND APPROVED BY THE

HIDALGO COUNTY COMMISSIONERS COURT ON: _____ ,20 _____

_____ _____
HIDALGO COUNTY JUDGE DATE

ATTEST:

_____ _____
HIDALGO COUNTY CLERK DATE

STATE OF TEXAS
COUNTY OF HIDALGO:

I, THE UNDERSIGNED, FRED L. KURTH, A REGISTERED PROFESSIONAL ENGINEER AND REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT, AND IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED.

_____
FRED L. KURTH, P.E. # 54151, R.P.L.S. # 4750
DATE SURVEYED: 05-07-14
DATE PREPARED: 06-16-2014
T-972, PG. 49-53
ENGINEERING JOB No. 14053.00
SURVEYING JOB No. 14053.08

STATE OF TEXAS · FRED L. KURTH · 54151 · LICENSED · PROFESSIONAL ENGINEER

STATE OF TEXAS · REGISTERED · FRED L. KURTH · 4750 · PROFESSIONAL LAND SURVEYOR

GENERAL PLAT NOTES & RESTRICTIONS CONTINUE:

14. AN OFF-STREET PARKING LOT SITE PLAN AND DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCE 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. LOT, 324, 326, 327, & 328 WILL HAVE ACCESS ONTO DILLON ROAD AND LOT 325, WILL HAVE ACCESS ONTO AURORA VALLEY DRIVE.

16. CULVERT PIPES REQUIRED FOR EACH DRIVEWAY ON LOTS 324,325,392 & 393.

17. MIKE RHODES, OWNER IS RESPONSIBLE FOR THE INSTALLATION OF ALL CULVERTS .

18. LOTS 324, 325, 392 & 393, SHALL BE DESIGNED FOR COMMERCIAL OR RESIDENTIAL USE, LOTS 281 THROUGH 323 AND LOTS 326 THROUGH 391, SHALL BE DESIGNATED FOR RESIDENTIAL USE ONLY. APPLICATION FOR CONSTRUCTION APPROVED BY THE PLANNING DEPT., OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL IS REQUIRED PRIOR TO OCCUPYING THE LOT.

19. THE CROSS-HATCHED CUL-DE-SAC AREA IS A TEMPORARY EASEMENT FOR A TURN-AROUND UNTIL STREET IS EXTENDED SOUTH IN A RECORDED PLAT. SAID TEMPORARY EASEMENT SHALL BE AUTOMATICALLY ABANDONED UPON THE CONSTRUCTION OF A DEDICATED STREET TO THE SOUTH.

FILE FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM

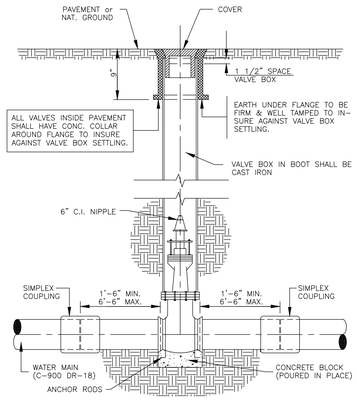
INSTRUMENT NUMBER_____

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

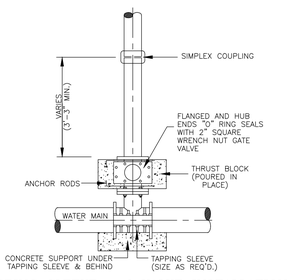
BY: _____ DEPUTY

AURORA VALLEY PHASE 4

BEING A RESUBDIVISION OF 80.029 ACRES,
CONSISTING OF
14.406 ACRES OUT OF LOT 38, 14.380 OUT OF LOT 39,
0.420 ACRES OUT OF LOT 40, 19.634 OUT OF LOT 53,
19.850 ACRES OUT OF LOT 54, AND 11.339 ACRES OUT OF LOT 55
HILL-HALBERT SUBDIVISION,
REC. IN VOL. 1, PAGE 35, H.C.M.R.,
HIDALGO COUNTY, TEXAS.

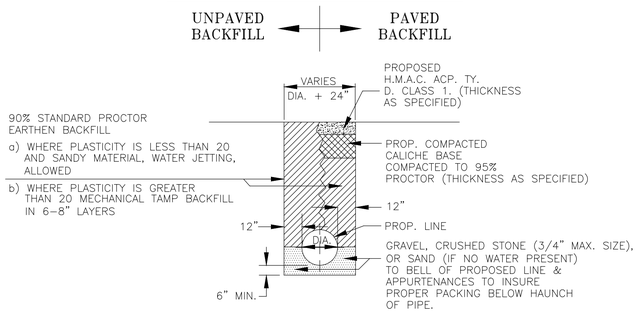


TYPICAL VALVE and VALVE BOX INSTALLATION
N.T.S.

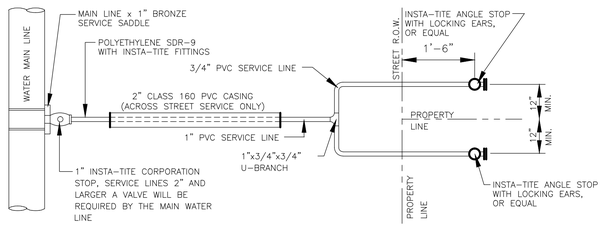


TAPPING SLEEVE and VALVE INSTALLATION
N.T.S.

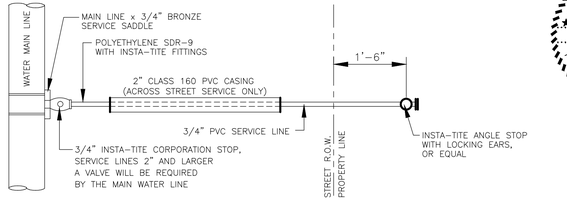
WATER DETAILS



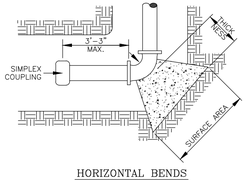
PIPE BEDDING DETAILS
N.T.S.



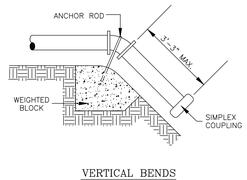
DUAL WATER SERVICE CONNECTION



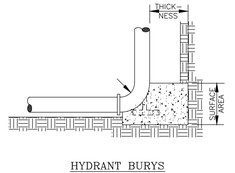
SINGLE WATER SERVICE CONNECTION



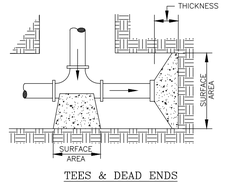
HORIZONTAL BENDS



VERTICAL BENDS



HYDRANT BURYS



TEES & DEAD ENDS

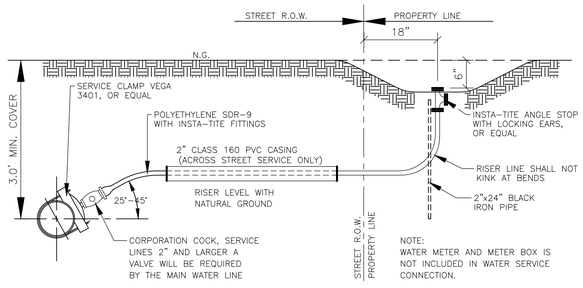
THRUST BLOCK DETAILS
N.T.S.

THRUST BLOCK SIZE

DIAMETER OF PIPE INCHES	HORIZONTAL BEND SURFACE AREA SQ. FT.	HORIZONTAL BEND THICKNESS INCHES	WEIGHT AT VERTICAL BENDS - lbs.
22°1/2 BENDS			
6 OR LESS	2	8	1,700
8	3	12	3,000
10	3.5	12	4,500
12	4	14	6,600
14	5	18	9,600
16	6	18	11,800
45° BENDS			
6 OR LESS	4	12	3,200
8	5	14	5,800
10	6	18	9,000
12	7	18	13,000
14	8	24	17,000
16	11.5	24	23,200
90° BENDS			
6 OR LESS	6	12	6,000
8	8	15	10,700
10	10	18	16,700
12	12	18	24,000
14	18	24	32,600
16	21	24	42,700
TEES & DEAD ENDS			
6 OR LESS	3	12	----
8	4	15	----
10	6	18	----
12	8.5	18	----
14	11.5	24	----
16	15	24	----

GENERAL NOTES :

1. ALL VALVES SHOWN ARE MINIMUM FOR A HYDROSTATIC PRESSURE OF 150 P.S.I. AND A SOIL RESISTANCE OF 2,000 LBS./SQ.FT WITH PIPELINE HAVING A MINIMUM OF 30" OF COVER.
2. THE CONTRACTOR SHALL CONSIDER REDUCTIONS OF THRUST BLOCK SURFACE AREA UPON SUBMITTAL OF APPROVED SOIL RESISTANT TEST RESULTS GREATER THAN 2000 LBS./SQ.FT.
3. THE LOCATION OF THRUST BLOCKS DEPENDS UPON THE DIRECTION OF THRUST AND TYPE OF FITTINGS.



TYPICAL WATER SERVICE CONNECTION ELEVATION

GENERAL NOTES :

1. DRAWINGS INDICATE COPPER SERVICE LINES.
2. FOR P.V.C. SERVICE LINES REFER TO SMALLER TYPE NOTES.
3. ALL COMPRESSION OR PACK TYPE FITTINGS & JOINTS REQUIRE STAINLESS STEEL INSERTS OF REQUIRED SIZE.
4. WATER SERVICE CONNECTIONS CROSSING A STREET SHALL BE ENCASED IN A 2" P.V.C. SHC40 CASING. LENGTH OF CASING SHALL BE WIDTH OF STREET PLUS 10.0 FEET.

TYPICAL WATER SERVICE CONNECTIONS
N.T.S.

FINAL WATER AND SEWER ENGINEERING REPORT FOR AURORA VALLEY PHASE 4
BY: FRED L. KURTH, P.E. #54151
WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

AURORA VALLEY PHASE 4 WILL BE PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

AREA NORTH OF DRAIN DITCH: N.A.W.S.C. HAS EXISTING 8" DIAMETER WATER LINES RUNNING ALONG HARMONIA DRIVE AND, LA CLARIDAD DRIVE. THE WATER SYSTEM FOR AURORA VALLEY PHASE 4 CONSISTS OF A 8" DIAMETER WATER LINE THAT CONNECT INTO THE EXISTING 8" WATER LINES. THIS 8" LINE THEN RUNS NORTH AND SOUTH ALONG THE EAST SIDE OF HARMONIA DRIVE RIGHT-OF-WAY. ANOTHER 8" LINE RUNS NORTH AND SOUTH ALONG THE WEST SIDE OF LA CLARIDAD DRIVE RIGHT-OF-WAY CONNECTING INTO A PROPOSED 8" WATER LINE ON THE NORTH SIDE OF LA PAZ DRIVE RIGHT-OF-WAY LOOPING THIS SYSTEM.

AREA SOUTH OF DRAIN DITCH: N.A.W.S.C. HAS EXISTING 8" DIAMETER WATER LINES RUNNING ALONG DILLON ROAD, BELLA VISTA STREET, HARMONIA DRIVE, AND LA CLARIDAD DRIVED. THE WATER SYSTEM FOR AURORA VALLEY PHASE 4 CONSISTS OF A 8" DIAMETER WATER LINE THAT CONNECT INTO THE EXISTING 8" WATER LINES. THIS 8" LINE THEN RUNS NORTH AND SOUTH ALONG THE EAST SIDE OF DILLON ROAD INSIDE 15' EXCLUSICE N.A.W.S.C. EASEMENT. ANOTHER 8" LINE RUNS NORTH AND SOUTH ALONG THE WEST SIDE OF BELLA VISTA DRIVE RIGHT-OF-WAY CONNECTING INTO THE EXISTING 8" LINE ON THE WEST SIDE OF BELLA VISTA DRIVE RIGHT-OF-WAY. THIS SYSTEM IS LOOPED BY AN 8" LINE THAT RUNS EAST AND WEST ALONG THE NORTH SIDE OF AURORA VALLEY DRIVE WITH EXTENSIONS TO THE SOUTH ALONG BELLA VISTA DRIVE, HARMONIA DRIVE AND, LA CLARIDAD DRIVE END WITH PLUGS FOR FUTURE CONNECTIONS.

WATER DISTRIBUTION FOR THE AURORA VALLEY PHASE 4 CONSISTS OF FIFTY-FIVE -1" DIAMETER DUAL SERVICE LINES RUN TO PAIRS OF LOTS BEFORE SPLITTING INTO ¾" DIAMETER SERVICE LINES AND SEVEN -¾" DIAMETER SINGLE SERVICE LINES. SAID SERVICES TERMINATE AT THE WATER METER BOXES FOR EACH LOT. THE 8" LINE, THE DUAL SERVICES AND ¾" SINGLE SERVICES, AND THE METER BOXES HAVE ALREADY BEEN INSTALLED, AT A TOTAL COST OF $, OR $ PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $ 42,375.00 , WHICH COVERS THE $375.00 COST PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C. UPON REQUEST BY THE LOT OWNER, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE SUBDIVIDER HAS INSTALLED 10 FIRE HYDRANTS AT A UNIT COST OF $ 3,725.00 FOR A TOTAL COST OF $37,250.00 . THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT

SEWAGE FACILITIES DESCRIPTION; COST AND OPERABILITY DATES
SEWAGE FROM AURORA VALLEY PHASE 4 SUBDIVISION WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAIN FIELD ON EACH LOT. THE UNDERSIGNED PROFESSIONAL ENGINEER HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR A REPLACEMENT DRAIN FIELD.

SOIL EVALUATION REPORT:
EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A SANDY LOAM SOIL FOR THE AREA. AT LEAST TWO SOIL EXCAVATIONS WERE PERFORMED ON THE SITE, AT OPPOSITE ENDS OF THE PROPOSED DISPOSAL AREA. (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMIT AREA). THE SOIL IS A UNIFORM SANDY LOAM EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUND WATER OR A RESTRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS 1,145.00, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSFS HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL AT A TOTAL COST OF $129,385.00. 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 COSTS TO INSTALL THE WATER AND THE CONSTRUCTED ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES – THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $ WHICH EQUALS TO $ PER LOT.

SEWAGE FACILITIES – SEPTIC SYSTEM IS ESTIMATED TO COST $1,145.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $129,385.00 FOR THE ENTIRE SUBDIVISION.

STATE OF TEXAS
FRED L. KURTH
54151
LICENSED
PROFESSIONAL ENGINEER

_____ _____
ENGINEER'S SIGNATURE DATE

COST ESTIMATES:

PAVING IMPROVEMENTS :	$	402,087.55
DRAINAGE IMPROVEMENTS :	$	114,478.42
WATER DISTRIBUTION :	$	191,480.00
O.S.S.F :	$	82,440.00
TOTAL :	$	780,485.97

FINAL WATER AND SEWER ENGINEERING REPORT IN SPANISH
PROVISIÓN DE AGUA: DESCRIPCIÓN, GASTOS Y FECHAS DE INICIO

LA SUBDIVISIÓN AURORA VALLEY PHASE 3 RECIBIRÁ SU PROVISIÓN DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (LA COMPAÑÍA DE AGUA (N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISIÓN Y N.A.W.S.C. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ SU PROVISIÓN DE AGUA POR LOS PRÓXIMOS 30 AÑOS. N.A.W.S.C. HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.

ZONA SITUADA AL NORTE DE ZANJA DE DRENAJE: N.A.W.S.C. YA TIENE TUBERRIAS DE AGUA -8" DE DIÁMETRO QUE EN LAS CALLES DE HARMONIA Y LA CLARIDAD. EL SISTEMA DE ABASTECIMIENTO DE AGUA PARA AURORA VALLE FASE 4 CONSISTE EN TUBERIAS DE AGUA DE 8" EN DIÁMETRO QUE SE CONECTAN LAS LÍNEAS DE AGUADE 8" PRESENTE EN EL LADO ESTE. LAS TUBERIAS DE 8" LUEGO SE DIRIGE AL NORTE Y AL SUR A LO LARGO EL LADO ESTE DE HARMOINA . OTRO 8" LÍNEA CORRE HACIA EL NORTE Y AL SUR A LO LARGO DE LA PARTE OESTE DE LA CALLE LA UNIDAD REPORTÓ DEL DERECHO DE VÍA EN UNA PROPUESTA DE 8" LÍNEA DE AGUA EN LA PARTE NORTE DE LA CALLE LA PAZ UNIDAD DE DERECHO-DE-PASO EN BUCLE ESTE SISTEMA.

ZONA SUR DE ZANJA DE DRENAJE: N.A.W.S.C. YA TIENE 8" DE DIÁMETRO LAS TUBERÍAS DE AGUA QUE DISCURRE POR DILLON ROAD, CALLE BELLA VISTA, HARMONIA, Y LA CLARIDAD DRIVED. EL SISTEMA DE AGUA DE AURORA VALLE FASE 4 CONSISTE EN UNA 8" DE DIÁMETRO LÍNEA DE AGUA QUE SE CONECTAN A LAS 8" LAS LÍNEAS DE AGUA. ESTE 8" LÍNEA, A CONTINUACIÓN, SE EXTIENDE HACIA EL NORTE Y AL SUR A LO LARGO DE LA PARTE ORIENTAL DE DILLON CAMINO INTERIOR 15' EXCLUSICE N.A.W.S.C. SERVIDUMBRE. OTRO 8" LÍNEA CORRE HACIA EL NORTE Y AL SUR A LO LARGO DE LA PARTE OESTE DE BELLA VISTA DRIVE DEL DERECHO DE VÍA EXISTENTE CONECTA A LA LÍNEA 8" EN EL LADO OESTE DE BELLA VISTA DRIVE DEL DERECHO DE VÍA, ESTE SISTEMA ES UN BUCLE POR UN 8" LÍNEA QUE CORRE DE ESTE Y OESTE, A LO LARGO DEL LADO NORTE DE AURORA VALLE UNIDAD CON EXTENSIONES

LA DISTRIBUCION PARA AURORA VALLEY PHASE 4 CONSISTE DE CINCUENTA-CINCO (55) SERVICIOS DE 1" PULGADA DE DIAMETRO DE SERVICIOS DUALES LOS CUALES CORREN A PARES DE LOTES ANTES DE DIVIDIRSE EN LINEAS DE SERVICIO DE ¾ DE PULGADA EN DIAMETRO Y SIETS (7) LINEAS DE SERVICIO SINGULARES CON UN DIAMETRO DE ¾ DE PULGADA Y QUE TERMINAN EN LOS MEDIDORES DE AGUA PARA CADA LOTE. LA LINEA DE 8 PULGADAS, LOS SERVICIOS DUALES, LOS SERVICIOS SINGULARES DE ¾ DE PULGADA DE DIAMETRO, Y LOS MEDIDORES DE AGUA YA ESTAN INSTALADOS. EL COSTO TOTAL DE ESTA INSTALACION ES DE $ O $ POR LOTE, ADICIONALMENTE, EL DUEÑO A PAGADO A NAWSC LA CANTIDAD DE $27,000.00 ($375.00 POR LOTE) QUE CUBREN LOS MEDIDORES, CAJAS, CUOTA DE ABASTECIMIENTO DEL AGUA Y OTRAS CUOTAS ASOCIADAS DE ACUERDO A LO ESTABLECIDO EN EL CONTRATO DE SERVICIO A TREINTA AÑOS. DE ACUERDO AL PEDIDO DE MEDIDORES POR PARTE DE LOS DUEÑOS DE CADA UNO DE LOS LOTES, NAWSC INSTALARA TAN PRONTO POSIBLE Y SIN CARGO ALGUNO EL MEDIDOR RESPECTIVO. EL DUEÑO HA INSTALADO (10) HYDRANTES DE AGUA ($2,2350 CADA UNO) SUMANDOSE A UN COSTO TOTAL DE $223,500 . TODO EL SYSTEMA DE DISTRIBUTION DEL AGUA HA SIDO APROBADO Y ACEPTADO POR NAWSC Y ESTARA OPERABLE AL TIEMPO DE LA FECHA EN LA CUAL TODOS LOS PLANOS DE ESTA SUBDIVISION SEAN ARCHIVADOS EN LAS OFICINAS DE HIDALGO COUNTY CLERK.

DRENAJE: DESCRIPCIÓN, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISIÓN
SE INSTALARA UNA FOSA SÉPTICA EN CADA SOLAR. ESTA FOSA SETICA CONSISTE DE UN TANQUE SÉPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. EL INGENIERO AUTOR DE ESTE DOCUMENTO HA EVALUADO EL ÁREA DONDE SE ENCUENTRA LA SUBDIVISIÓN Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA ESAS FOSAS SÉPTICAS (OSSF). EL REPORTE FUE APROBADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT) SEGÚN EL REPORTE.

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

EL COSTO TOTAL PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR ES 1,145.00 DÓLARES, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS TODAS LAS FOSAS SÉPTICAS HAN SIDO INSTALADAS EN EL PROCESO DE LA APROBACIÓN FINAL. A UN COSTO TOTAL DE $ $129,385.00. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODOS LAS FOSAS SÉPTICAS Y HA APROBADO LA INSTALACIÓN DE LAS FOSAS SÉPTICAS DESDE ( ).

CERTIFICACIÓN:
CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES, ADOPTADAS EN LA SECCIÓN 16.343 DEL CÓDIGO DE AGUA DE TEXAS. CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: ESTAS SERVICIOS DE AGUA COMPLETAMENTE CONSTRUIDO INCLUYENDO LA INSTALACION DE EL MEDIDOR MECÁNICO DE AGUA COSTARA UN TOTAL DE $ O $ POR LOTE

DRENAJE: SE ESTIMA QUE LA FOSA SÉPTICA COSTARA $1,145.00 A UN COSTO TOTAL DE $129,385.00 TODA LA SUBDIVISION.

STATE OF TEXAS
FRED L. KURTH
54151
LICENSED
PROFESSIONAL ENGINEER

_____ _____
ENGINEER'S SIGNATURE DATE

SUBDIVIDER CERTIFICATION

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

SUBDIVIDER STATEMENT:

1. WE, RHODES ENTERPRISES, INC. SUBDIVIDER OF AURORA VALLEY PHASE 4 HERE BY CERTIFY SEWER PERMITS HAVE BEEN PAID AND COPIES OF RECEIPTS ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

_____
MIKE RHODES, PRESIDENT
RHODES ENTERPRISES, INC.

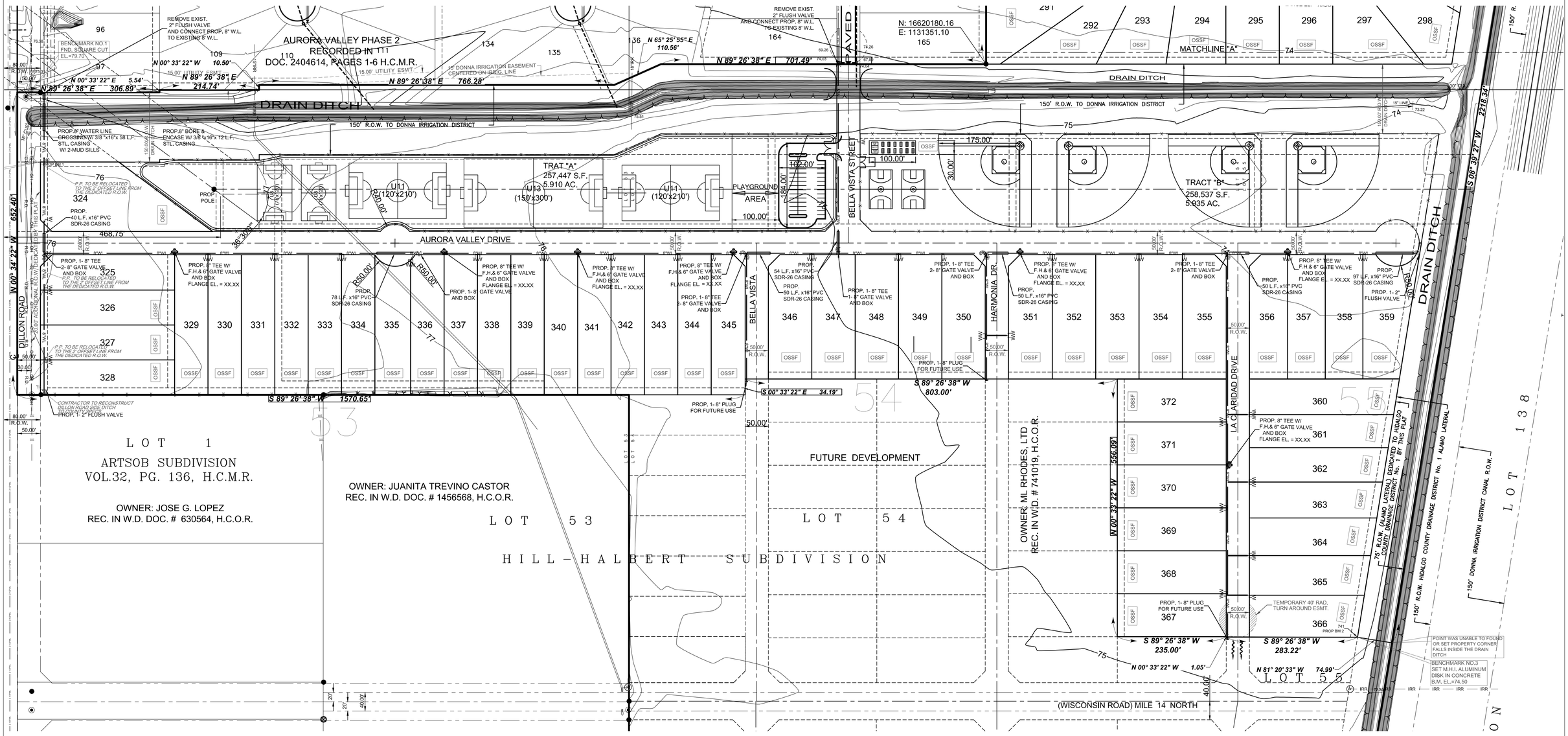
STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MIKE RHODES KNOWN TO ME THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO BE THAT HE EXECUTED THE SAME FOR PURPOSED AND CONSIDERATION THEREIN STATED,GEVEN UNDER MY HAND AND SEAL OF OFFICE

THIS THE _____DAY OF _____,20_____.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES_____

TBPE FIRM # F-1435
MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE
EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947
227 N. F.M. 3167
RIO GRANDE CITY, TX 78582
PH: (956) 487-8256
FAX: (956) 488-8591
www.meldenandhunt.com



LEGEND

- SET REBAR WITH CAP STAMPED MELDEN AND HUNT INC.
- SET COTTON PICKER SPINDLE
- FOUND REBAR

LEGEND

- 2" CASING — DUAL WATER SERVICE (PROPOSED)
- 2" CASING — SINGLE WATER SERVICE (PROPOSED)
- OSSF — OSSF

LEYENDA

- 2" FORRO — SERVICIO DOBLE DE AGUA (PROPUESTO)
- 2" FORRO — SERVICIO INDIVIDUAL DE AGUA (PROPUESTO)
- OSSF — TANQUE SEPTICO (OSSF)

BEARING BASIS: AS PER DONNA IRRIGATION DISTRICT COORDINATE SYSTEM: NAD 83 ELEVATION: NAVD 88 (GEOID 2003)

SCALE: 1" = 100'

SCALE NOTE:

IF THIS BAR DOES NOT MEASURE 1", THE DRAWING IS NOT TO SCALE

Map of
AURORA VALLEY PHASE 4

BEING A RESUBDIVISION OF 80.029 ACRES,
CONSISTING OF
14.406 ACRES OUT OF LOT 38, 14.380 OUT OF LOT 39,
0.420 ACRES OUT OF LOT 40, 19.634 OUT OF LOT 53,
19.850 ACRES OUT OF LOT 54, AND 11.339 ACRES OUT OF LOT 55
HILL-HALBERT SUBDIVISION,
REC. IN VOL. 1, PAGE 35, H.C.M.R.,
HIDALGO COUNTY, TEXAS.

–WATER AND OSSF LAYOUT–

–MAPA DEL SISTEMA DE DISTRIBUCION DEL AGUA Y TANQUES SEPTICOS (OSSF)–

TBPE FIRM # F-1435

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE
EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947
227 N. F.M. 3167
RIO GRANDE CITY, TX 78582
PH: (956) 487-8256
FAX: (956) 488-8591
www.meldenandhunt.com

PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	M.L. RHODES ENTERPRISES, LTD	2500 S. BENTSEN PALM DRIVE, STE. 267-B	MISSION, TX. 78572	(956) 287-2800	(956) 287-2804
ENGINEER:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX 78539	(956) 381-0981	(956) 381-1839
SURVEYOR:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX 78539	(956) 381-0981	(956) 381-1839

Map of
AURORA VALLEY PHASE 4

BEING A RESUBDIVISION OF 80.029 ACRES,
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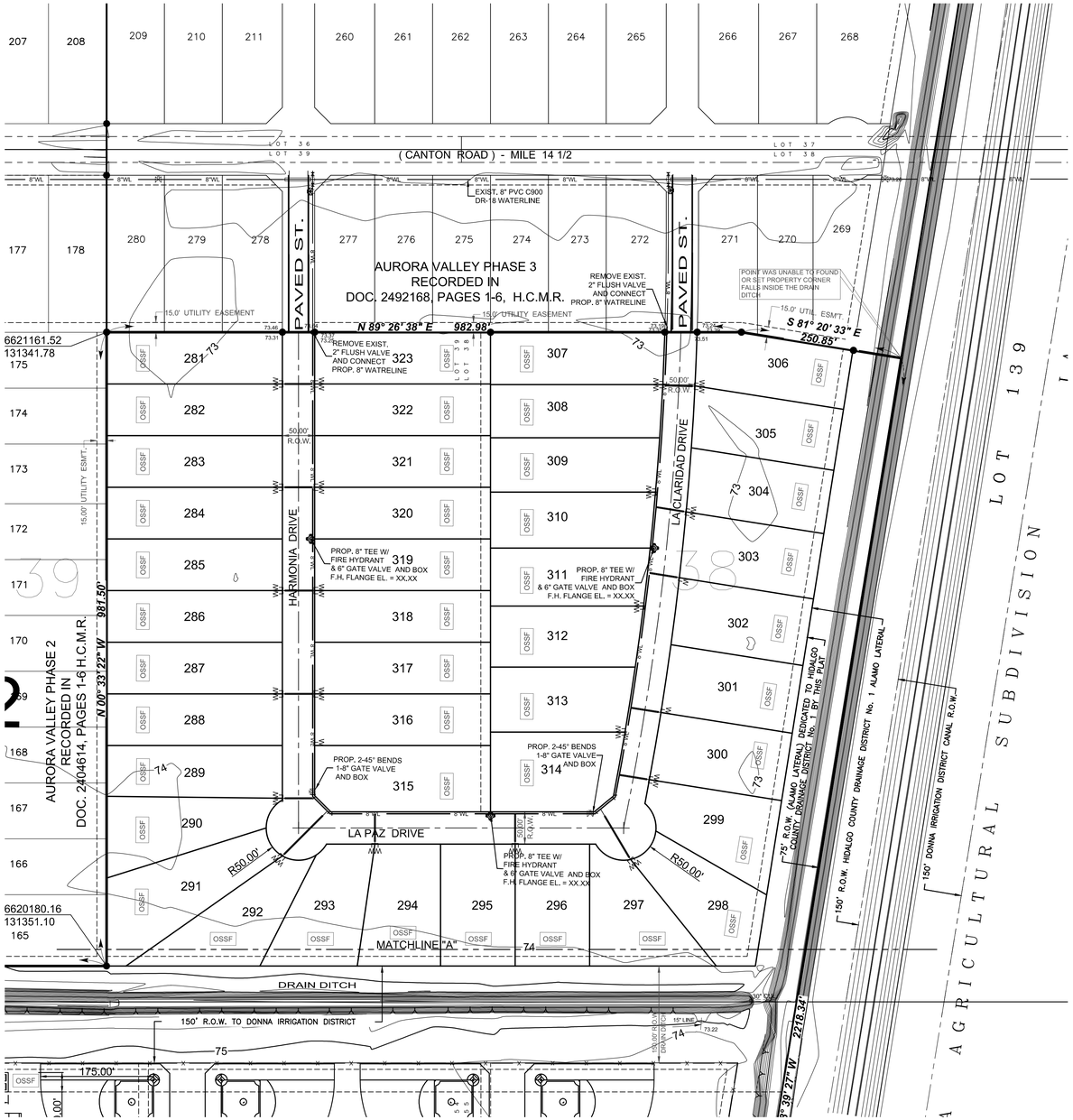
REC. IN VOL. 1, PAGE 35, H.C.M.R.,
HIDALGO COUNTY, TEXAS.



N

BEARING BASIS AS PER
PLAT OF RECORD
COORDINATE SYSTEM NAD 83
ELEVATION PER NAVD 88
(GEOID 2003)

SCALE: 1" = 100'

SCALE NOTE:
IF THIS BAR DOES NOT MEASURE 1",
THE DRAWING IS NOT TO SCALE

LEGEND

- SET REBAR WITH CAP STAMPED MELDEN AND HUNT INC.
- SET COTTON PICKER SPINDLE
- FOUND REBAR

LEGEND

- 2" CASING — DUAL WATER SERVICE (PROPOSED)
- 2" CASING — SINGLE WATER SERVICE (PROPOSED)
- OSSF — OSSF

LEYENDA

- 2" FORRO — SERVICIO DOBLE DE AGUA (PROPUESTO)
- 2" FORRO — SERVICIO INDIVIDUAL DE AGUA (PROPUESTO)
- OSSF — TANQUE SEPTICO (OSSF)

TBPE FIRM # F-1435

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE
EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947

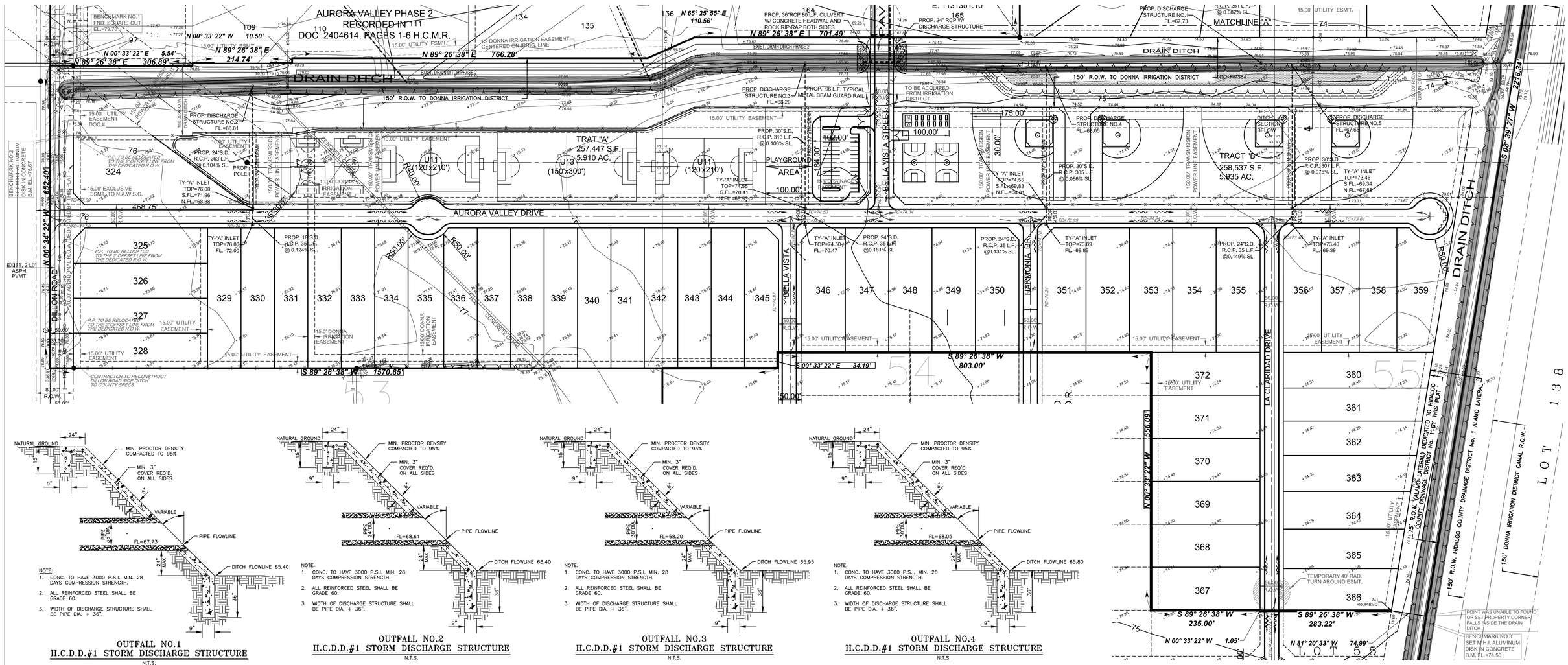
227 N. F.M. 3167
RIO GRANDE CITY, TX 78582
PH: (956) 487-8256
FAX: (956) 488-8591
www.meldenandhunt.com

PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	M.L. RHODES RHODES ENTERPRISES, LTD	2500 S. BENTSEN PALM DRIVE, STE. 267-B	MISSION, TX. 78572	(956) 287-2800	(956) 287-2804
ENGINEER:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX 78539	(956) 381-0981	(956) 381-1839
SURVEYOR:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX 78539	(956) 381-0981	(956) 381-1839

-WATER AND OSSF LAYOUT-

-MAPA DEL SISTEMA DE DISTRIBUCION DEL AGUA Y TANQUES SEPTICOS (OSSF)-



NOTE:
1. CONC. TO HAVE 3000 P.S.I. MIN. 28 DAYS COMPRESSION STRENGTH.
2. ALL REINFORCED STEEL SHALL BE GRADE 60.
3. WIDTH OF DISCHARGE STRUCTURE SHALL BE PIPE DIA. + 36".

OUTFALL NO.1
H.C.D.D.#1 STORM DISCHARGE STRUCTURE
N.T.S.

NOTE:
1. CONC. TO HAVE 3000 P.S.I. MIN. 28 DAYS COMPRESSION STRENGTH.
2. ALL REINFORCED STEEL SHALL BE GRADE 60.
3. WIDTH OF DISCHARGE STRUCTURE SHALL BE PIPE DIA. + 36".

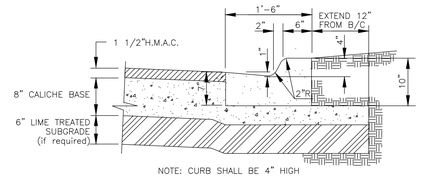
OUTFALL NO.2
H.C.D.D.#1 STORM DISCHARGE STRUCTURE
N.T.S.

NOTE:
1. CONC. TO HAVE 3000 P.S.I. MIN. 28 DAYS COMPRESSION STRENGTH.
2. ALL REINFORCED STEEL SHALL BE GRADE 60.
3. WIDTH OF DISCHARGE STRUCTURE SHALL BE PIPE DIA. + 36".

OUTFALL NO.3
H.C.D.D.#1 STORM DISCHARGE STRUCTURE
N.T.S.

NOTE:
1. CONC. TO HAVE 3000 P.S.I. MIN. 28 DAYS COMPRESSION STRENGTH.
2. ALL REINFORCED STEEL SHALL BE GRADE 60.
3. WIDTH OF DISCHARGE STRUCTURE SHALL BE PIPE DIA. + 36".

OUTFALL NO.4
H.C.D.D.#1 STORM DISCHARGE STRUCTURE
N.T.S.



NOTE: CURB SHALL BE 4" HIGH
CONCRETE ROLL-OVER CURB & GUTTER
N.T.S.

GENERAL NOTES:
1. ALL CONCRETE WORK SHALL BE TREATED WITH MEMBRANE CURING COMPOUND TYPE 2 WHITE PIGMENTED IN ACCORDANCE w/ THD 1972 SPECIFICATIONS ITEM 531. CONSIDERED INCIDENTAL TO CONCRETE WORK.
2. 1/2" EXPANSION JOINTS REQUIRED AT 70' c.c. AND AT THE BEGINNING AND END OF ALL RADII. CONTRACTION JOINTS SHALL NOT EXCEED 10' c.c.

LEGEND
- FOUND No.4 REBAR
- FOUND No.5 REBAR
- FOUND COTTON PICKER SPINDLE
- FOUND PIPE
- SET SQUARE CUT
- POWER POLE
- GUY WIRE
- FLUSH VALVE
- CONTROL GATE VALVE
- TY"A" INLET
- IRRIGATION OUTLET
- 24" IRRIGATION STAND PIPE
- 30" IRRIGATION STAND PIPE
- FIELD DRAIN
- IRR — IRRIGATION LINE
- 12"IRR — 12" IRRIGATION LINE
- 15"IRR — 15" IRRIGATION LINE
- 16"IRR — 16" IRRIGATION LINE
- 18"IRR — 18" IRRIGATION LINE
- OH — OVERHEAD POWER LINE
- R.D. — ROAD DITCH
- ASPHALT AREA

BEARING BASIS: AS PER TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83 (2011) SOUTH ZONE, NAD 88 ELEVATION, PER NAVD 88 (GEOID 2003)

SCALE: 1" = 100'

SCALE NOTE:
IF THIS BAR DOES NOT MEASURE 1". THE DRAWING IS NOT TO SCALE

AURORA VALLEY PHASE 4

BEING A RESUBDIVISION OF 80.029 ACRES,
CONSISTING OF
14.406 ACRES OUT OF LOT 38, 14.380 OUT OF LOT 39,
0.420 ACRES OUT OF LOT 40, 19.634 OUT OF LOT 53,
19.850 ACRES OUT OF LOT 54, AND 11.339 ACRES OUT OF LOT 55
HILL-HALBERT SUBDIVISION,
REC. IN VOL. 1, PAGE 35, H.C.M.R.,
HIDALGO COUNTY, TEXAS.

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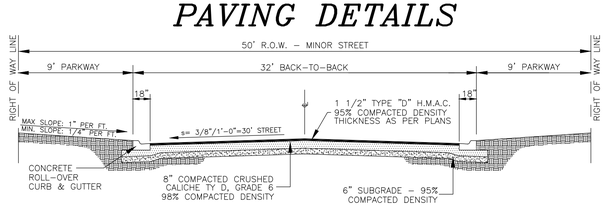
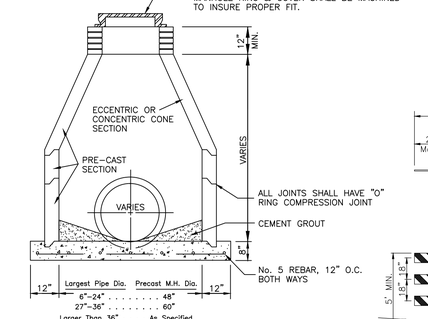
SURVEYOR:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX 78539	(956) 381-0981	(956) 381-1839

PAVING DETAILS



TYPICAL INTERIOR STREET CROSS SECTION
N.T.S.



STANDARD STORM SEWER
PRE-CAST CONCRETE MANHOLE
N.T.S.

GENERAL NOTES :

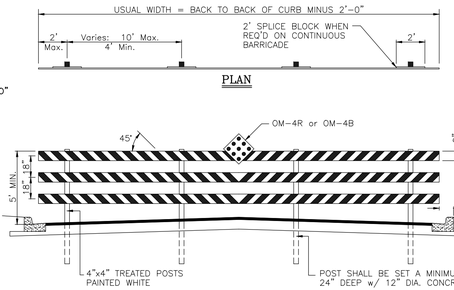
WIDTH OF RAIL SHALL BE A MINIMUM OF 8", 2' NOMINAL SMOOTH LUMBER.

RAILS SHALL BE FASTENED TO EACH POST WITH 1/4" STEEL BOLTS w/ WASHER ON EA. SIDE. BOLT THREADS SHALL BE PEENED.

THE RAILS SHALL RECEIVE TWO COATS OF WHITE OIL BASE PAINT, THEN SHALL HAVE 6" REFLECTORIZED RED STRIPES OF TAPE PLACED ON 45° SLOPES, DOWN AND TOWARDS THE CENTER OF THE BARRICADE.

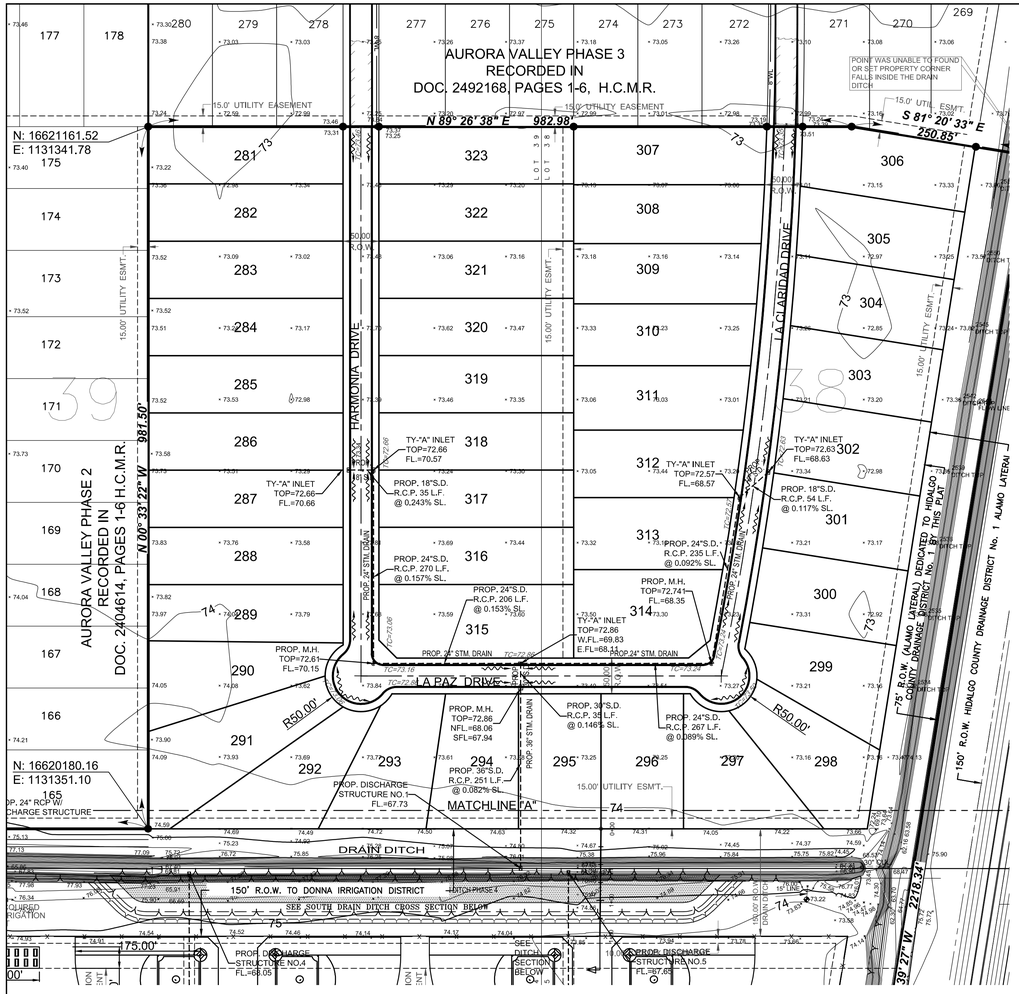
BARRICADES MAY BE CONSTRUCTED IN SECTIONS OR MAY BE CONTINUOUS ACROSS ROADWAY WIDTH. SPLICES ON CONTINUOUS RAIL BARRICADES SHALL BE AT POSTS AND SHALL HAVE A 2' SPLICE BLOCK ON BACK SIDE OF THE SAME MATERIAL AS RAIL.

18" DIAMOND REFLECTORIZED RED PANEL OR 18" DIAMOND RED OR BLACK PANEL WITH 9-3" DIA. RED REFLECTORS SYMMETRICALLY PLACED AT CENTER OR CENTER POST.



TYPE III DEAD-END STREET BARRICADE

-MAP OF TOPOGRAPHY AND STORM DRAINAGE SYSTEM-
-TOPOGRAFIA Y SISTEMA DE DRENAJE PLUVIAL-



LEGEND

- FOUND No.4 REBAR
- FOUND No.5 REBAR
- FOUND COTTON PICKER SPINDLE
- FOUND PIPE
- SET SQUARE CUT
- POWER POLE
- GUY WIRE
- FLUSH VALVE
- CONTROL GATE VALVE
- TYPE "A" INLET
- IRRIGATION OUTLET
- 24" IRRIGATION STAND PIPE
- 30" IRRIGATION STAND PIPE
- FIELD DRAIN
- IRR — IRRIGATION LINE
- 12"IRR — 12" IRRIGATION LINE
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- 18"IRR — 18" IRRIGATION LINE
- OH — OVERHEAD POWER LINE
- R.D. — ROAD DITCH
- ASPHALT AREA

AURORA VALLEY PHASE 4

BEING A RESUBDIVISION OF 80.029 ACRES,
CONSISTING OF
14.406 ACRES OUT OF LOT 38, 14.380 OUT OF LOT 39,
0.420 ACRES OUT OF LOT 40, 19.634 OUT OF LOT 53,
19.850 ACRES OUT OF LOT 54, AND 11.339 ACRES OUT OF LOT 55
HILL-HALBERT SUBDIVISION,
REC. IN VOL. 1, PAGE 35, H.C.M.R.,
HIDALGO COUNTY, TEXAS.

AURORA VALLEY PHASE 4
DRAINAGE STATEMENT
JOB NO. 14043 DATE: JUNE 20, 2014

AURORA VALLEY PHASE 4 IS A 80.033 ACRE TRACT OF LAND, CONSISTING OF 14.406 ACRES OUT OF LOT 38, 14.3800 ACRES OUT OF LOT 39, 0.420 ACRES OUT OF LOT 40 AND 19.638 ACRES OUT OF LOT 53, 19.850 ACRES OUT OF LOT 54, AND 11.339 ACRES OUT OF LOT 55, HILL- HALBERT SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 35, HIDALGO COUNTY, MAP RECORDS. THE PROPERTY IS LOCATED ON THE EAST SIDE OF DILLON ROAD AND AT THE SOUTH SIDES OF CANTON ROAD (MILE 14 ½ NORTH). SAID PROPERTY IS CURRENTLY OPEN LAND, WITH A PROPOSED RESIDENTIAL USE THAT INCLUDES 113 LOTS. THIS SUBDIVISION LIES IN ZONE "C" (NO SHADING) ON FEMA'S FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 480334 0425 C, MAP REVISED NOVEMBER 16, 1982. ZONE "C" (NO SHADING) IS DEFINED AS AREAS OF MINIMAL FLOODING.

THE SOILS ARE SANDY CLAY LOAM AND CLAY LOAM, WHICH ARE IN HYDROLOGIC GROUPS "B" AND "C" RESPECTIVELY. APPROXIMATELY 77.8% OF THIS PROPERTY LIES IN HYDROLOGIC GROUP "B", THE REMAINDER 22.8% LIES IN HYDROLOGIC GROUP "C". SOILS IN HYDROLOGIC GROUP "B" HAVE A MODERATE PERVIOUSNESS, AND A RELATIVELY LOW PLASTICITY INDEX, SOILS IN HYDROLOGIC GROUP "C" ARE NOT VERY PERVIOUS AND HAVE A MODERATE PLASTICITY INDEX. (SEE EXCERPTS FROM "SOIL SURVEY OF HIDALGO COUNTY, TEXAS"). EXISTING RUNOFF IS IN A NORTHEASTERLY DIRECTION, AND IS OF 19.41 C.F.S. DURING THE 10-YEAR STORM FREQUENCY AS PER ATTACHED CALCULATIONS.

IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT POLICIES, THE PEAK POST CONSTRUCTION RATE OF RUNOFF WILL NOT BE INCREASED DUE TO THE CONSTRUCTION OF THIS SUBDIVISION. THEREFORE AS PER ATTACHED CALCULATIONS, 127,393 TOTAL CUBIC FEET OF DETENTION (2.925 AC-FT.) ARE REQUIRED. DETENTION WILL BE ACCOMPLISHED WITHIN THE EXISTING DRAIN DITCH LOCATED ALONG THE SOUTH SIDE (128,325 CUBIC FEET) OF THIS SUBDIVISION. THE SOUTH SIDE DRAIN DITCH WILL BE RE-EXCAVATED ALONG THE SOUTH SIDE FOR APPROXIMATELY 775 FEET THAT COVER A PORTION OF THE WIDTH OF THE CENTRAL PART OF THIS SUBDIVISION EAST OF THE SOUTHEAST CORNER OF AURORA VALLEY PHASE 2, WITH A NEWLY EXCAVATED DEPTH STAIR STEPPING DOWN TO THE EXISTING 11-FOOT DEEP DITCH (SEE ATTACHED SECTION ALONG THE SOUTH DITCH). THE SOUTH DITCH RE-EXCAVATION WILL NET 128,325 CUBIC FEET OF DETENTION PROVIDED BY THIS SUBDIVISION. RUNOFF FROM THE PROPOSED STREET AND EXCESS RUNOFF FROM THE LOTS WILL SURFACE FLOW INTO THE PROPOSED STORM DRAINAGE SYSTEM FOR THIS SUBDIVISION. THE NORTH SIDE SYSTEM CONSISTS OF SIX (6) TYPE "A" INLETS WITH TWO (2) STORM MANHOLES AND APPROXIMATELY 286 LINEAR FEET OF 24-INCH STORM PIPE AND 1067 LINEAR FEET OF 18-INCH CONCRETE CULVERTS. THE SOUTH SIDE SYSTEM CONSISTS OF EIGHT (8) TYPE "A" INLETS AND APPROXIMATELY 1155 LINEAR FEET OF 24-INCH STORM PIPE AND 506 LINEAR FEET OF 18-INCH CONCRETE CULVERTS. THE ULTIMATE OUTFALL IS IN THE DONNA LATERAL DRAIN DITCH LOCATED EAST OF THIS DEVELOPMENT. (SEE MAP OF TOPOGRAPHY AND STORM DRAINAGE SYSTEM).

THE FINISHED FLOOR ELEVATION FOR THE PROPOSED BUILDINGS SHALL BE 18 INCHES ABOVE THE FRONT TOP OF CURB, MEASURED FROM THE CENTER OF THE LOT. NATURAL GROUND SHALL BE GRADED IN SUCH MANNER THAT IT WILL ALLOW RUNOFF TO DRAIN AWAY FROM THE BUILDINGS, AS WELL AS AVOID THE CONCENTRATION OF RUNOFF ONTO OTHER LOTS WITHIN THE SUBDIVISION.

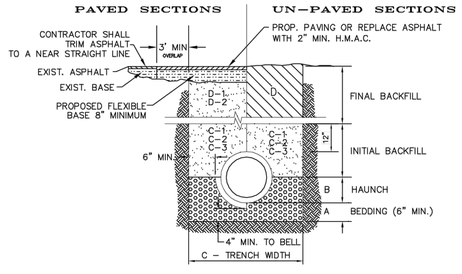
FRED L. KURTH #54151

CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100-YEAR FLOODPLAIN AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0425 C, MAP REVISED NOVEMBER 16 1982, PERTAINING TO THIS SUBDIVISION, IS CONTAINED WITHIN THE SECTION OF DRAIN DITCH (SOUTH SIDE) LOCATED AT THE NORTH SIDE OF THIS SUBDIVISION, AND ALONG THE ROAD DITCHES ON THE EAST SIDE OF DILLON ROAD AND NORTH AND SOUTH SIDES OF CANTON ROAD (MILE 14 1/2 NORTH RD.).

STATE OF TEXAS — FRED L. KURTH — 54151 — LICENSED PROFESSIONAL ENGINEER

FRED L. KURTH #54151

PAVED SECTIONS / UN-PAVED SECTIONS



STORM TRENCH BEDDING AND BACKFILL DETAILS

N.T.S

A. BEDDING FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SAND GRAVEL MIX BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW OF PIPE (MIN. THICKNESS = 6") – PIT RUN GRAVEL 3/4" MAX. SIZE.

B. HAUNCH FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SHALL BE CLASS I OR CLASS II (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 90% SPD, 8" LIFTS, MECHANICAL COMPACTION.

C. TRENCH WIDTH – SHALL BE BELL O.D. x 1.5 + 12".

C–1 INITIAL BACKFILL FOR RCP CLASS III STORM DRAIN PIPE ON CITY STREETS, PARKING AREA, DRIVEWAYS, COUNTY ROAD & UNPAVED AREAS – SHALL BE SOIL TYPE A1, A2, A3, (AASHTO M145) COMPACTED TO 90% SPD, 8" LIFTS, MECHANICAL COMPACTION.

C–2 INITIAL BACKFILL FOR RCP CLASS III STORM DRAIN PIPE ON STATE MAINTAINED ROADWAYS – COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT, COMPACTED AS PER ASTM D–4253 AND ASTM D–698.

C–3 INITIAL BACKFILL FOR HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SHALL BE CLASS I OR CLASS II (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 90% SPD, 8" LIFTS, MECHANICAL COMPACTION.

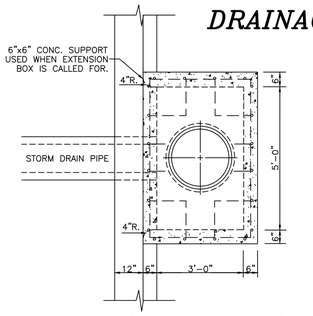
D–1 FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON CITY STREETS, PARKING AREA, DRIVEWAYS, COUNTY ROAD & UNPAVED AREAS – SHALL BE SOIL TYPE A1, A2, A3, (AASHTO M145) COMPACTED TO 90% SPD, 8" LIFTS, MECHANICAL COMPACTION.

D–2 FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON STATE MAINTAINED ROADWAYS – COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT, COMPACTED AS PER ASTM D–4253 AND ASTM D–698.

D. FINAL BACKFILL – COMPACTED TO 90% STANDARD PROCTOR DENSITY (12" LIFT, MECHANICAL COMPACTION). FOUNDATION PREPARATION (WELLPOINTS, GRAVEL OR CEMENT STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE. BACKFILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENT, AND COMPACTED TO 95% STANDARD PROCTOR DENSITY (USE RELATIVE DENSITY TEST PER ASTM D–4253 & ASTM D–698). THE THICKNESS OF EACH LOOSE LAYER SHALL NOT EXCEED 6". STRUCTURE BACKFILL MATERIAL SHALL BE SAND, APPROVED SITE SOIL, OR OTHER APPROVED SUBSTITUTE.

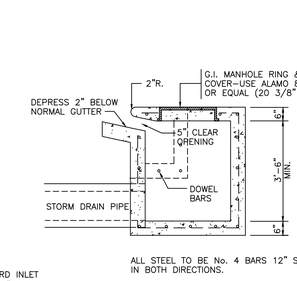
NOTE: MAXIMUM COVER SHALL BE IN ACCORDANCE WITH MANUFACTURERS SPECIFICAITONS.

DRAINAGE DETAILS



SLOPE BOTTOM OF INLET EXTENSION 1/2" / 1'–0" TOWARD INLET EXTENSION TO INLET TO BE MADE IN INCREMENTS OF 3'–0" OR 6'–0" ONLY. TRANSITION NORMAL GUTTER TO INLET SLOPE APPROXIMATELY 3'–0".

PLAN

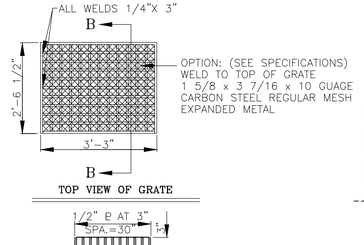


ALL STEEL TO BE No. 4 BARS 12" SPACING IN BOTH DIRECTIONS.

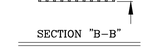
SECTION

TYPE "A" CURB INLET

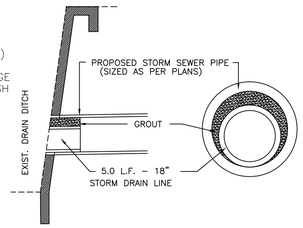
N.T.S.



TOP VIEW OF GRATE

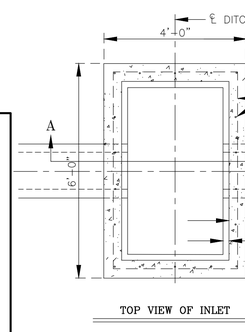


SECTION "B–B"

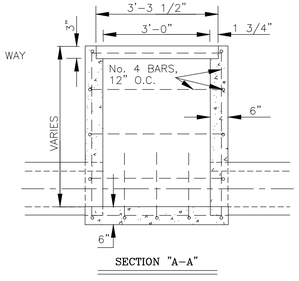


DRAINAGE RESTRICTION DETAIL

TO BE LOCATED AT EACH DRAINAGE DISCHARGE @ DITCH



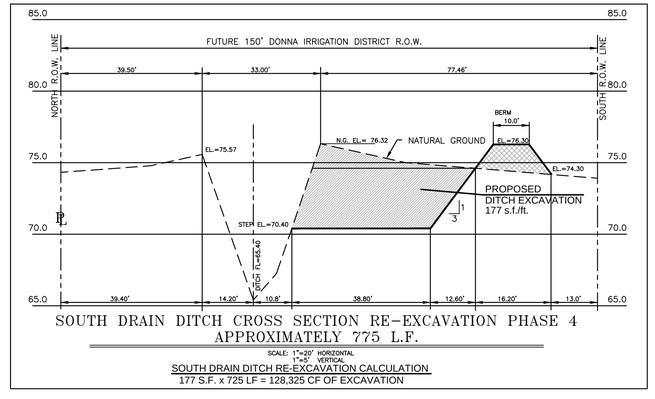
TOP VIEW OF INLET



SECTION "A–A"

TYPE "C–C" GRATED INLET

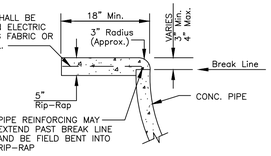
(TWO GRATES PER INLET)



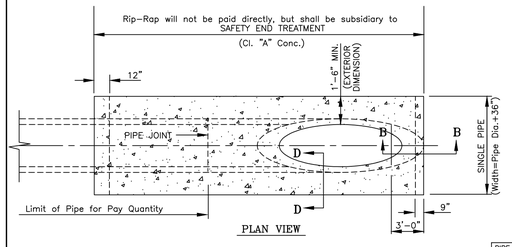
SOUTH DRAIN DITCH CROSS SECTION RE-EXCAVATION PHASE 4 APPROXIMATELY 775 L.F.

SCALE: 1"=20' HORIZONTAL
1"=5' VERTICAL

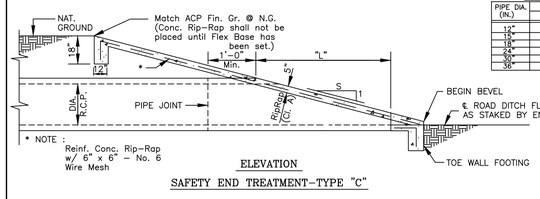
SOUTH DRAIN DITCH RE-EXCAVATION CALCULATION
177 S.F. x 725 LF = 128,325 CF OF EXCAVATION



SEC. "DD"



PLAN VIEW



ELEVATION

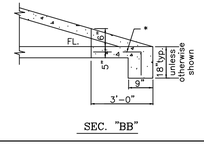
SAFETY END TREATMENT–TYPE "C"

SAFETY END TREATMENT PIPE LENGTHS

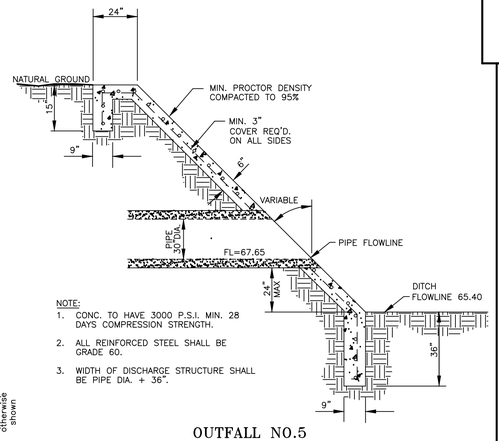
PIPE DIA. (IN.)	3:1	4:1	5:1	6:1
12"	2'–0"	2'–8"	3'–4"	4'–0"
18"	3'–0"	4'–0"	5'–0"	6'–0"
24"	4'–0"	5'–4"	6'–8"	8'–0"
30"	5'–0"	6'–8"	8'–4"	10'–0"
36"	6'–0"	8'–0"	10'–0"	12'–0"
42"	7'–0"	9'–4"	11'–8"	14'–0"
48"	8'–0"	11'–4"	14'–2"	17'–0"

SAFETY END TREATMENT – (Type "C") DETAILS

N.T.S.



SEC. "BB"



NOTE:
1. CONC. TO HAVE 3000 P.S.I. MIN. 28 DAYS COMPRESSION STRENGTH.
2. ALL REINFORCED STEEL SHALL BE GRADE 60.
3. WIDTH OF DISCHARGE STRUCTURE SHALL BE PIPE DIA. + 36".

OUTFALL NO.5 H.C.D.D.#1 STORM DISCHARGE STRUCTURE

N.T.S.

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE
EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947
227 N. F.M. 3167
RIO GRANDE CITY, TX 7582
PH: (956) 487-8256
FAX: (956) 488-8591
www.meldenandhunt.com
TBPE FIRM # F-1435

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: 09-30-2014

PROPOSED **MAIZ ACRES NO. 5** SUBDIVISION, PRECINCT No. **1** .

ENGINEER: **MELDEN & HUNT, INC.** DEVELOPER: **EVON HARBISON**

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

NUMBER OF LOTS: **29** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **SOUTHEAST CORNER OF MOORE RD AND VAL VERDE RD**

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

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **12-06-13** PROPERTY LIES WITHIN FLOOD ZONE: **"B"** AS PER FEMA.

DRAINAGE DESIGN: **Drainage is provided by a storm drainage pipe systema and detention by the widening the existing Donna Irrigation Drain Ditch, East of the subdivision property line.**

ROAD R.O.W. DEDICATION: **40 feet on to Val Verde Rd.**

H.C.R.O.W. FINAL APPROVAL DATE: **08-21-14** By, **Roy Gonzalez** PCT. 1 R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: **08-07-14** By, **Elizardo "Chardo" Ramos,** Environmental Health Division Manager

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

SEWER SYSTEM: ☒OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: **08-07-17**

WATER SERVICE PROVIDER: **North Alamo Water Supply Corp** LINE SIZE: **8"** LOCATION: **Val Verde Road**

H.C.O.E.C. FINAL APPROVAL DATE: **08-18-14** .: By **Martin Ramirez,** Environmental Compliance Coordinator

☒**LARGE CONSTRUCTION**

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

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: ***MARCH 05, 2014***

STAFF RECOMMENDS:

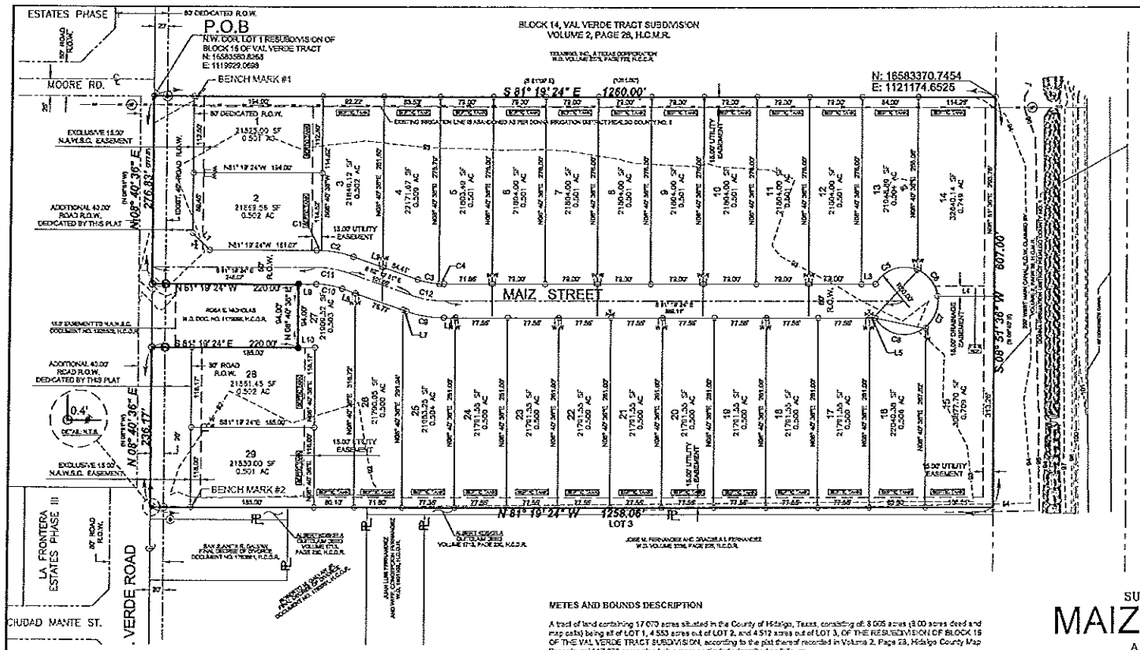
☐ **Preliminary Approval with Variance Request** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **Donna** .

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

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

This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules,

* *Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*



SCALE: 1" = 100'

LEGEND

- SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
- FOUND No.4 REBAR
- FOUND No.5 REBAR
- FOUND COTTON PICKER SPINDLE
- FOUND CONCRETE MONUMENT
- FOUND CONCRETE NAIL
- FOUND ADJ NAIL
- FOUND PIPE
- FOUND COTTON PICKER SPINDLE IN PIPE
- SET CONCRETE NAIL
- 30" IRRIGATION STAND PIPE

N.A.W.S.C. - NORTH ALAMO WATER SUPPLY CORPORATION
R.O.W. - RIGHT OF WAY
N.W.COR. - NORTHWEST CORNER
P.O.B. - POINT OF BEGINNING
H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
H.C.D.R. - HIDALGO COUNTY DEED RECORDS
H.C.M.R. - HIDALGO COUNTY MAP RECORDS
N.T.S. - NOT TO SCALE
W.D. - WARRANTY DEED
( ) - RECORDED MAP CALLS
PP - PROPERTY LINE
℄ - CENTER LINE

Curve Table					
Curve #	Delta	Radius	Length	Tangent	Chord Direction	Chord Length
C1	002° 43' 29"	170.00'	7.94'	3.97'	N79° 58' 10"W	7.94'
C2	016° 25' 04"	170.00'	48.71'	24.52'	N70° 28' 23"W	48.55'
C3	015° 47' 45"	120.00'	33.84'	15.52'	S72° 04' 14"E	33.74'
C4	003° 24' 48"	120.00'	7.15'	3.58'	S79° 37' 07"E	7.15'
C5	083° 19' 45"	50.00'	72.69'	44.44'	S80° 18' 29"W	66.43'
C6	056° 24' 00"	50.00'	50.96'	27.94'	N28° 51' 38"W	48.72'
C7	056° 28' 15"	50.00'	51.03'	27.98'	N29° 34' 29"E	48.84'
C8	090° 51' 56"	50.00'	67.15'	58.45'	S71° 15' 24"E	58.30'
C9	015° 05' 33"	170.00'	58.65'	29.59'	S71° 45' 35"E	58.26'
C10	015° 05' 33"	120.00'	39.99'	20.18'	N71° 45' 35"W	39.84'
C11	019° 09' 33"	145.00'	48.32'	24.39'	N71° 45' 35"W	48.08'
C12	019° 09' 33"	145.00'	48.32'	24.38'	S71° 46' 35"E	48.08'

Line Table		
Line #	Length	Direction
L1	33.27'	S36° 27' 52"E
L2	47.16'	S62° 13' 51"E
L3	20.60'	N81° 19' 24"W
L4	83.59'	S81° 19' 24"E
L5	8.25'	N81° 19' 24"W
L6	17.15'	N81° 19' 24"W
L7	4.85'	S62° 13' 51"E
L8	22.93'	S62° 13' 51"E
L9	24.67'	N81° 19' 24"W
L10	25.00'	S81° 19' 24"E

METES AND BOUNDS DESCRIPTION

A tract of land containing 17.070 acres situated in the County of Hidalgo, Texas, consisting of: 8.005 acres (8.00 acres deed and map call) being all of LOT 1, 4.553 acres out of LOT 2, and 4.512 acres out of LOT 3, OF THE RESUBDIVISION OF BLOCK 16 OF THE VAL VERDE TRACT SUBDIVISION, according to the plat thereof recorded in Volume 2, Page 28, Hidalgo County Map Records, said 17.070 acres also being more particularly described as follows:

BEGINNING at a 4/0 nail found (Northing: 16583580.8265, Easting: 1119929.0698) at the Northwest corner of said Lot 1, said corner being within the existing right-of-way of Val Verde Road, for the Northwest corner of this tract;

1. THENCE, South 81 degrees, 19 minutes, 24 seconds East, (South 81 degrees 09 minutes map call), along the North line of said Lot 1, at a distance of 20.60 feet pass a cotton picker spindle found on the existing East right-of-way line of said Val Verde Road, at a distance of 60.00 feet pass the hereby proposed East right-of-way line of said Val Verde Road, continuing a total distance of 1,260.00 feet (1,251.00 feet map call) to a No. 4 rebar set (Northing: 16583370.7454, Easting: 1121174.6525) at the Northeast corner of said Lot 1, for the Northeast corner of this tract;
2. THENCE, South 08 degrees, 51 minutes, 36 seconds West, (South 08 degrees, 40 minutes East map call), along the East lines of said Lots 1, 2, and 3, at a distance of 807.00 feet pass the Southeast corner of said Lot 1 and the Northeast corner of said Lot 2, at a distance of 450.80 feet pass the Southeast corner of said Lot 2 and the Northeast corner of said Lot 3, continuing a total distance of 807.00 feet to a No. 4 rebar set for the Southeast corner of this tract;
3. THENCE, North 81 degrees, 19 minutes, 24 seconds West, at a distance of 1,158.06 feet pass the hereby proposed East right-of-way line of said Val Verde Road, at a distance of 1,238.06 feet pass a No. 4 rebar set on the existing East right-of-way line of said Val Verde Road, at a distance of 1,257.66 feet pass a concrete nail found, continuing a total distance of 1,258.06 feet to a concrete nail set on the West line of said Lot 3, for the Southwest corner of this tract;
4. THENCE, North 08 degrees, 40 minutes, 36 seconds East, (North 08 degrees, 51 minutes West map call) along the West lines of said Lots 3 and 2, at a distance of 156.20 feet pass the Northwest corner of said Lot 3 and the Southwest corner of said Lot 2, continuing a total distance of 236.17 feet to a concrete nail set at the Southwest corner of a certain 0.475-ac. tract conveyed to Rosa E. Nicholas by virtue of a Warranty Deed recorded under Document Number 1179555, Hidalgo County Official Records, for an outside corner of this tract;
5. THENCE, South 81 degrees, 19 minutes, 24 seconds East along the South line of said certain 0.475-ac. tract, at a distance of 20.00 feet pass a No. 5 rebar found on the existing East right-of-way line of said Val Verde Road, at a distance of 40.00 feet pass the hereby proposed East right-of-way line of said Val Verde Road, continuing a total distance of 220.00 feet to a No. 4 rebar found at the Southeast corner of said certain 0.475-ac. tract, for an inside corner of this tract;
6. THENCE, North 08 degrees, 40 minutes, 36 seconds East along the East line of said certain 0.475-ac. tract, a distance of 94.00 feet to a No. 4 rebar found on the South line of said Lot 1 and at the Northeast corner of said certain 0.475-ac. tract, for an inside corner of this tract;
7. THENCE, North 81 degrees, 19 minutes, 24 seconds West, along the South line of said Lot 1, at a distance of 200.00 feet pass a No. 5 rebar found on the existing East right-of-way line of said Val Verde Road, continuing a total distance of 220.00 feet to a concrete nail set at the Northwest corner of said Lot 2 and of said certain 0.475-ac. tract, and the Southwest corner of said Lot 1, for an outside corner of this tract;
8. THENCE, North 08 degrees, 40 minutes, 36 seconds East (North 08 degrees, 51 minutes West map call) along the West line of said Lot 1, a distance of 276.83 feet (277.5 feet map call), to the POINT OF BEGINNING, and containing 17.070 acres of land, more or less.

RIGHT OF WAY EASEMENT

KNOWN ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND LAY AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE FOR WHICH THE ABOVE-MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED.

IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND DESCRIBED ABOVE FOR THE PURPOSE OF LATERALLY RELOCATING SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED.

THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE A COVENANT RUNNING WITH THE LAND FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT SHE IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBERANCES AND LIENS, EXCEPT THE FOLLOWING:

THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF THE TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF, THE SAID GRANTOR HAS EXECUTED THIS INSTRUMENT

THE _____ DAY OF _____, 20____.

_____
(GRANTOR'S SIGNATURE)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED EVON HARRISON KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF

_____, 20____.

_____
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:

SUBDIVISION MAP OF

MAIZ ACRES #5

A RESUBDIVISION OF
17.070 ACRES CONSISTING OF: 8.005 ACRES BEING ALL OF LOT 1, 4.553 ACRES OUT OF LOT 2, AND 4.512 ACRES OUT OF LOT 3, OF THE RESUBDIVISION OF BLOCK 16 OF THE VAL VERDE TRACT SUBDIVISION, VOLUME 2, PAGE 28, H.C.M.R. HIDALGO COUNTY, TEXAS

GENERAL PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT: ZONE "B" IS DEFINED AS: AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE(1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD. COMMUNITY-PANEL NUMBER: 480334 0425 C MAP REVISED: NOVEMBER 16, 1982.
2. SETBACKS:
   FRONT: 25.00 FEET.
   50.00 FEET ON VAL VERDE ROAD
   REAR: 15.00 FEET OR EASEMENT WHICHEVER IS GREATER
   SIDE: 6.00 FEET OR EASEMENT WHICHEVER IS GREATER
   CORNER SIDE: 10.00 FEET CORNER GARAGE SIDE: 18.00 FEET
   CORNER GARAGE FRONT: 18.00 FEET
3. NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.
4. NO COMMERCIAL USE SHALL BE ALLOWED ON ALL INTERNAL LOTS 3 THROUGH 27.
5. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY FIRE AND POST CONSTRUCTION FINISHED FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
6. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
   —B.M. NO.1 – SET M-6 CONCRETE MONUMENT AT THE NORTHWEST CORNER OF LOT 1 OF THIS SUBDIVISION, N:16583351.7753, E:1119588.3831, ELEV= 93.38
   —B.M. NO.2 – SET M-6 CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF LOT 29 OF THIS SUBDIVISION, N:16582951.7221, E:1119585.8124, ELEV= 92.09.
7. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 28,429 CUBIC-FEET (0.653 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No. 3 FOR STORM SEWER IMPROVEMENTS.) THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE IF IT DETERMINES AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAT STATED ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAT ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THIS SUBDIVISION.
8. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
9. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
10. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.
11. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR MULTI-FAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
12. ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
   A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
   B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
   C. THE OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
   D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAIN FIELD SYSTEM.
   E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.
13. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISON.
14. EVON HARRISON, PRESIDENT OF RGRW MANAGEMENT, LLC, GENERAL PARTNER OF RGRW PROPERTIES, LTD., THE OWNER & SUBDIVIDER OF MAIZ ACRES #5, RETAINS A BLANKET EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO. 2 OF THIS PLAT.
15. LOT 2 SHALL NOT HAVE ACCESS/DRIVEWAY ONTO MAIZ STREET UNLESS UTILIZED FOR COMMERCIAL USE. IF THE AFOREMENTIONED LOT IS UTILIZED FOR COMMERCIAL USE AND HAS DOUBLE FRONTAGE, THEN THE LOT OWNER OF SAID LOT WILL BE REQUIRED TO INSTALL A BUFFER FENCE ABUTTING ALL RESIDENTIAL LOTS, TO DENY ACCESS ONTO LOT. LOCATION OF ACCESS/DRIVEWAY SHALL BE SHOWN ON THE SITE PLAN AS PER NOTE 11 AND IS SUBJECT TO APPROVAL FROM THE HIDALGO COUNTY PLANNING DEPARTMENT.

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

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF MAIZ ACRES #5 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON THIS _____ DAY OF _____, 20____.

_____ DATE _____
HIDALGO COUNTY JUDGE

ATTEST: _____ DATE _____
HIDALGO COUNTY CLERK

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
DONNA
IRRIGATION DISTRICT

THIS PLAT IS HERE BY APPROVED BY THE HIDALGO COUNTY DONNA IRRIGATION DISTRICT, DATED THIS THE _____ DAY OF _____ 2014.

_____ DATE _____
PRESIDENT

ATTEST: _____ DATE _____
SECRETARY

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY HEALTH DEPARTMENT

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF MAIZ ACRES #5 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON THIS THE _____ DAY OF _____ 20____.

_____ _____
ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, EVON HARRISON, PRESIDENT OF RGRW MANAGEMENT, LLC, GENERAL PARTNER OF RGRW PROPERTIES, LTD., AS OWNER OF THE 17.070 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED MAIZ ACRES #5, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATED TO PUBLIC USE THE STREET(S), PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

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

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____ _____
EVON HARRISON, PRESIDENT DATE:
RGRW MANAGEMENT, LLC.
GENERAL PARTNER OF RGRW PROPERTIES, LTD.
FROST FAL-CON DRIVE
SAN ANTONIO, TX 78260

STATE OF TEXAS
COUNTY OF HIDALGO

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 20____.

_____
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:

STATE OF TEXAS
COUNTY OF HIDALGO

I, FRED L. KURTH A REGISTERED PROFESSIONAL LAND SURVEYOR AND LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF MAIZ ACRES #5 WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISON ON 11/12/13 AND THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISON.

FRED L. KURTH, PE # 54151 RPLS # 4750
DATE SURVEYED 11/12/13 JOB No. 13127.00 MELDEN & HUNT, INC.
DATE PREPARED 11/12/13 SURVEY JOB No. 13127.08 TEXAS REGISTRATION F-1435
F-962 PG.31-34

STATE OF TEXAS — REGISTERED — FRED L. KURTH — 4750 — PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS — FRED L. KURTH — 54151 — PROFESSIONAL ENGINEER

CITY OF DONNA
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.009(C) AND § 212.011(B)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF MAIZ ACRES #5 WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DONNA ON _____ DAY OF _____ 20____.

_____ _____
MAYOR OF THE CITY DONNA DATE

ATTEST: _____ _____
SECRETARY OF THE CITY OF DONNA DATE

CITY OF DONNA
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.009(C) AND § 212.011(B)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF MAIZ ACRES #5 WAS REVIEWED AND APPROVED BY THE PLANNING AND ZONING COMMISSION OF DONNA ON _____ DAY OF _____ 20____.

_____ _____
P&Z CHAIRMAN OF THE CITY OF DONNA DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
BY: _____
_____

HIDALGO COUNTY, TEXAS

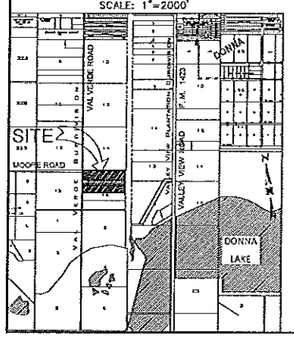
FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

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

SHEET 1 OF 3 SHEETS

DRAWN BY: R.N.	DATE: 10-24-13
IRRIGATION, CHECKED	DATE:
SURVEYED, CHECKED	DATE:
FINAL CHECK	DATE:

LOCATION MAP
SCALE: 1"=2000'



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

MAIZ ACRES #5 IS LOCATED IN THE SOUTHWESTERN PART OF HIDALGO COUNTY AT THE SOUTHEAST CORNER OF MOORE ROAD AND ITS INTERSECTION WITH VAL VERDE ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF DONNA. MAIZ ACRES #5 FALLS IN THE DONNA ETJ. THIS SUBDIVISON FALLS WITHIN PRECINCT 1. DONNA POPULATION IS 15,758.

INDEX TO SHEET OF : MAIZ ACRES #5

SHEET 1: HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP; LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; ENGINEERING CERTIFICATION CITY; CITY COUNCIL CERTIFICATION; PLANNING & ZONING CERTIFICATE; APPROVAL CERTIFICATE; COUNTY JUDGE CERTIFICATION; COUNTY CLERK'S RECORDING CERTIFICATE; IRRIGATION DISTRICT, H.C.D.D. No. 1 CERTIFICATE, HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE; NORTH ALAMO WATER SUPPLY CORPORATION CERTIFICATION.

SHEET 2: ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER / OSSF AND ENGINEERS CERTIFICATION (ENGLISH AND SPANISH VERSION); DETAILS

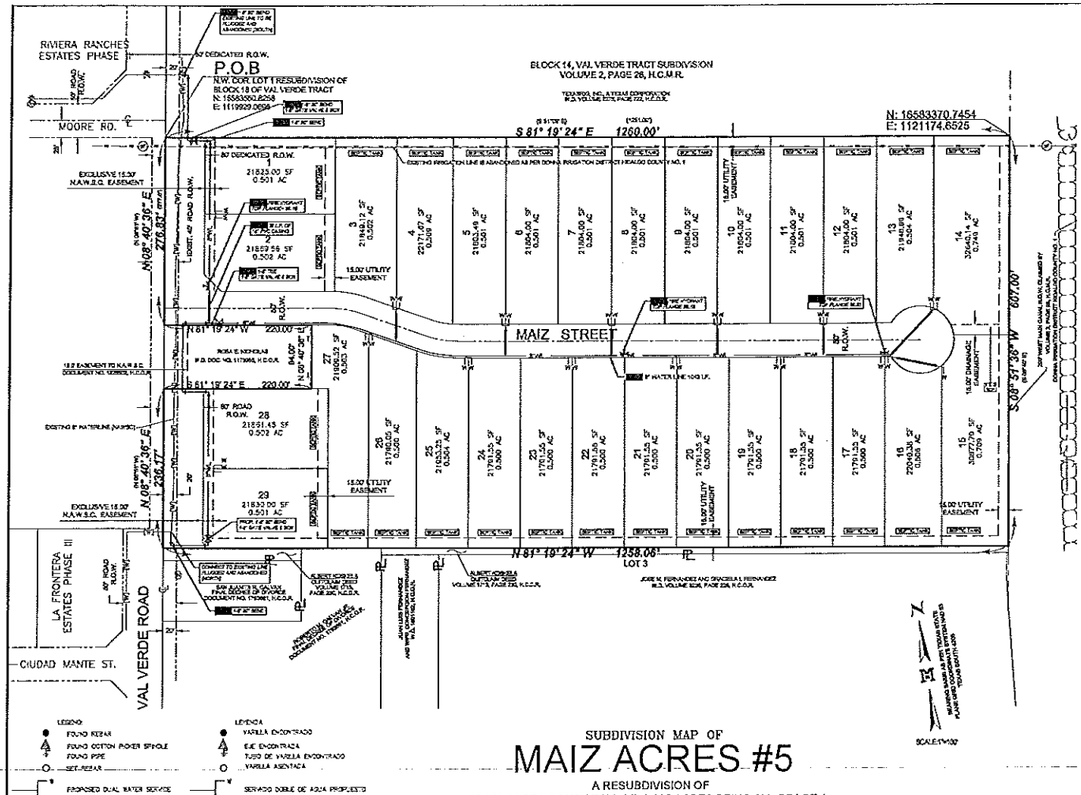
SHEET 3: MAP OF TOPOGRAPHY AND DRAINAGE; DRAIN DITCH WIDENING, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE WIDENING, ENGINEERING CERTIFICATION; CONSTRUCTION DETAILS.

TBPE F.RM # F-1435

MELDEN & HUNT, INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE
EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947
227 N. F.M. 3167
RIO GRANDE CITY, TX 78582
PH: (956) 487-5056
FAX: (956) 488-5591
www.meldenandhunt.com

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	EVON HARRISON RGRW PROPERTIES LTD.	26012 DAL-ON DRIVE	SAN ANTONIO, TX 78260	(956) 330-4089	(956) 447-1424
ENGINEER:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839
SURVEYOR:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839

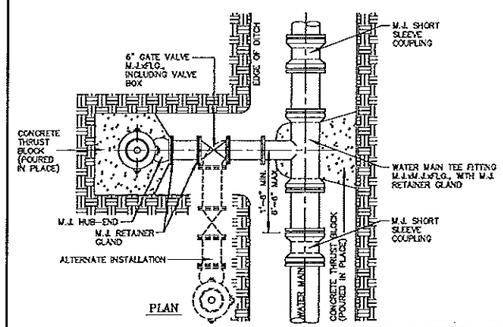
I:\my Documents\Autocad\Land Development\13127 - Maiz Acres #5\13127.00 - Plat Development\Land Dwg\13127 - Maiz Acres #5 to DONATE.dwg, 9/23/2014 12:27:20 PM, Kevin

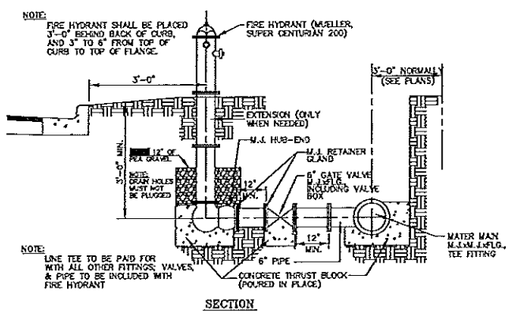


SUBDIVISION MAP OF

MAIZ ACRES #5

A RESUBDIVISION OF
17.070 ACRES CONSISTING OF: 8.005 ACRES BEING ALL OF LOT 1,
4.553 ACRES OUT OF LOT 2, AND 4.512 ACRES OUT OF LOT 3,
OF THE RESUBDIVISION OF BLOCK 16
OF THE VAL VERDE TRACT SUBDIVISION,
VOLUME 2, PAGE 28, H.C.M.R.
HIDALGO COUNTY, TEXAS





TYPICAL FIRE HYDRANT INSTALLATION

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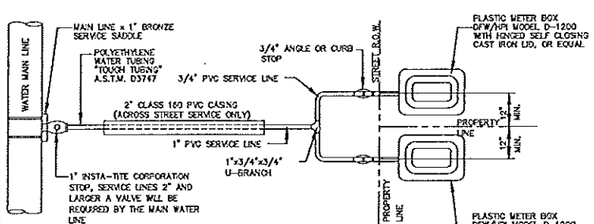

DUAL WATER SERVICE CONNECTION

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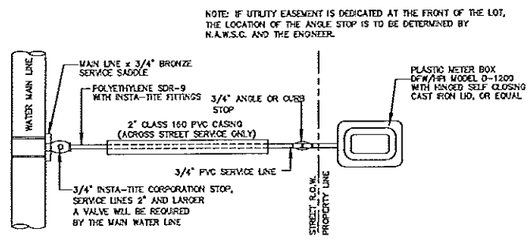

SINGLE WATER SERVICE CONNECTION

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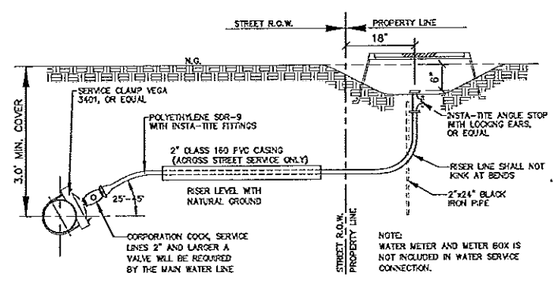

TYPICAL WATER SERVICE CONNECTION ELEVATION

N.T.S.

MAP OF WATER DISTRIBUTION SYSTEM
MAPA DE SISTEMA DE DISTRIBUCION DE ACUA

ENGINEERING REPORT FOR MAIZ ACRES #5
BY: FRED L. KURTH

WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

MAIZ ACRES #5 SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

N.A.W.S.C. HAS AN EXISTING 8" DIAMETER WATER LINE RUNNING ALONG THE EAST SIDE OF THE RIGHT-OF-WAY OF VAL VERDE ROAD. THE WATER SYSTEM FOR MAIZ ACRES #5 CONSISTS OF AN 8" DIAMETER WATER LINE THAT TAPS INTO THE EXISTING 6" LINE. THIS 8" LINE THEN RUNS EAST ALONG THE SOUTH SIDE OF MAIZ STREET RIGHT-OF-WAY ENDING WITH A FIRE HYDRANT AT THE NORTHWEST CORNER OF LOT 16.

WATER DISTRIBUTION FOR THE MAIZ ACRES #5 CONSISTS OF FOURTEEN (14) –1" DIAMETER DUAL SERVICE LINES THAT RUN IN PAIRS TO LOTS BEFORE SPLITTING INTO 10" DIAMETER SERVICE LINES AND ONE (1)–10" DIAMETER SINGLE SERVICE LINE. SAID SERVICES TERMINATE AT THE WATER METER BOXES FOR EACH LOT. THE 8" LINE, THE DUAL SERVICES AND 10" SINGLE SERVICES, AND THE METER BOXES HAVE ALREADY BEEN INSTALLED, AT A TOTAL COST OF $41,785.00, OR $1440.86 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $14,775.00, WHICH COVERS THE $509.48 COST PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C. UPON REQUEST BY THE LOT OWNER, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE SUBDIVIDER HAS INSTALLED THREE (3) FIRE HYDRANTS AT A UNIT COST OF $3,250.00 FOR A TOTAL COST OF $9,750.00. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES DESCRIPTION; COST AND OPERABILITY DATES

SEWAGE FROM MAIZ ACRES #5 SUBDIVISION WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAIN FIELD ON EACH LOT. JOSE A. GONZALEZ PROFESSIONAL ENGINEER NO. 12258, HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF, THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR A REPLACEMENT DRAN FIELD.

SOIL EVALUATION REPORT:

EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A SANDY CLAY LOAM SOIL FOR THE AREA. AT LEAST TWO SOIL EXCAVATIONS WERE PERFORMED ON THE SITE, AT OPPOSITE ENDS OF THE PROPOSED DISPOSAL AREA. (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMIT AREA). THE SOIL IS A UNIFORM SANDY CLAY LOAM EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUND WATER OR A RESTRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $ 1,200 , INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSFS HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL AT A TOTAL COST OF $24,600.00 . THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF ON AUG 7, 2014 .

ENGINEER CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL THE WATER AND THE UNCONSTRUCTED ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITES – THESE FACILITES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $ 56,550.00 WHICH EQUALS TO $ 1,550.34 PER LOT.

SEWAGE FACILITES – SEPTIC SYSTEM IS ESTIMATED TO COST $1,200.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $ 24,600.00 FOR THE ENTIRE SUBDIVISION.

ENGINEER'S SIGNATURE DATE

REPORTE DE INGENIERIA DE MAIZ ACRES #5
POR: FRED L. KURTH

PROVISIÓN DE AGUA: DESCRIPCIÓN, GASTOS Y FECHAS DE INICIO

LA SUBDIVISIÓN MAIZ ACRES #5 RECIBIRA SU PROVISIÓN DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (LA COMPAÑÍA DE AGUA (N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISIÓN Y N.A.W.S.C. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRA SU PROVISIÓN DE AGUA POR LOS PRÓXIMOS 30 AÑOS. N.A.W.S.C. HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.

EL SISTEMA DE PROVISION DE AGUA PARA LA SUBDIVISIÓN MAIZ ACRES #5 CONSISTE DE UN CONDUCTO DE AGUA DE 8 PULGADAS DE DIÁMETRO QUE PASA POR EL LADO ESTE DEL DEL DERECHO DE VIADE (RIGHT OF WAY) DE LA CARRETERA VAL VERDE ROAD. EL SISTEMA DE PROVISIÓN DE AGUA DE LA SUBDIVISIÓN MAIZ ACRES #5 CONSISTE DE UN CONDUCTO DE AGUA DE 8 PULGADAS DE DIÁMETRO QUE SE CONECTA CON EL CONDUCTO DE AGUA EXISTENTE DE 8 PULGADAS. ESTA LÍNEA DE 8 PULGADAS CUAL SIGUE HACIA EL ESTE POR EL LADO SUR DEL DERECHO DE VIADE DE LA CALLE MAIZ. TERMINARA CON UNA VÁLVULA DE FLUJO DE 2" PULGADAS DE DIÁMETRO LOCALIZADA AL NORESTE DE LOTE 16.

EL CONDUCTO DE AGUA DE 8 PULGADAS SE PRODUCEN CATORCE CONDUCTOS DOBLES DE AGUA DE 1 PULGADA DE DIÁMETRO PARA CADA DOS LOTES. ESTOS CONDUCTOS SE SEPARAN PARA PROVEER DOS CONDUCTOS DE AGUA DE ¾ DE PULGADA DE DIÁMETRO PARA CADA LOTE Y UN CONDUCTO INDIVIDUALE DE AGUA DE ¾ DE PULGADA DE DIÁMETRO PARA CADA LOTE. YA SE HAN INSTALADO LOS CONDUCTOS DE AGUA DE 8 PULGADAS DE DIÁMETRO. LOS DOBLE-CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO, EL CONDUCTO DE ¾ DE PULGADA DE DIÁMETRO, Y LOS MEDIDORES MECÁNICOS DE AGUA A UN COSTO TOTAL DE $41,785 O $1,440.86 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA COMPAÑÍA N.A.W.S.C. $14,775.00, QUE CUBRE EL COSTO DEL MEDIDOR MECÁNICO DE AGUA PARA CADA LOTE, $ 509.48. ESTE PREDIO INCLUYE EL COSTO DE LA INSTALACIÓN DE CADA MEDIDOR Y LOS GASTOS DE CONEXIÓN. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑÍA N.A.W.S.C. LO INSTALARA SIN ALGÚN GASTO AL DUEÑO. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN HA INSTALADO 3 BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE $3,250.00 POR CADA UNO CUAL GASTA UNA CANTIDAD TOTAL $9,750.00. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: DESCRIPCIÓN, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISIÓN

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

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

EL COSTO TOTAL PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR SON $1,200.00 DÓLARES, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS TODAS LAS FOSA SÉPTICAS HAN SIDO INSTALADAS EN EL PROCESO DE LA APROBACIÓN FINAL. A UN COSTO TOTAL DE $ $24,600.00. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODOS LAS FOSAS SÉPTICAS Y AH APROBADO LA INSTALACIÓN DE LAS FOSAS SÉPTICAS DESDE (AGOSTO 7, 2014).

CERTIFICACIÓN:

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 SECCIÓN 16.343 DEL TEXAS WATER CODE (CÓDIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECÁNICO DE AGUA QUE COSTARA UN TOTAL DE $ 56,550.00 O $ 1,550.34 POR LOTE

DRENAJE: SE ESTIMA QUE LA FOSA SÉPTICA COSTARA $1,200.00 A UN COSTO TOTAL DE $24,600.00 TODA LA SUBDIVISIÓN.

ENGINEER'S SIGNATURE DATE

DATE

COST ESTIMATE:		ESTIMACION DE COSTOS:	
PAVING IMPROVEMENTS:	$ 110,622.00	PAVIMENTACION DE CALLES:	$ 110,622.00
DRAINAGE IMPROVEMENTS:	$ 27,793.00	DREAJE FLUVIAL:	$ 27,793.00
WATER DISTRIBUTION:	$ 41,785.00	SERVICIO DE AGUA POTABLE:	$ 41,785.00
SEPTIC TANK SEWER IMPROVEMETNS / OSSF:	$ 34,800.00	SERVICIO DE DRENAJE SANITARIO	$ 34,800.00

SUBDIVIDER CERTIFICATION

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

SUBDIVIDER STATEMENT:

1. I, EVON HARRISON, SUBDIVIDER OF MAIZ ACRES #5 HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAID AND COPIES OF RECEIPTS ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

OWNER: EVON HARRISON

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED EVON HARRISON KNOWN TO ME THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO BE THAT HE EXECUTED THE SAME FOR PURPOSES AND CONSIDERATION THEREIN STATED,GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE

_____ DAY OF _____ 20____

NOTARY PUBLIC
MY COMMISSION EXPIRES_____

TBPE FIRM # F-1435
MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE
EDINBURG, TX 78541
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227 N. F.M. 3167
RIO GRANDE CITY, TX 78582
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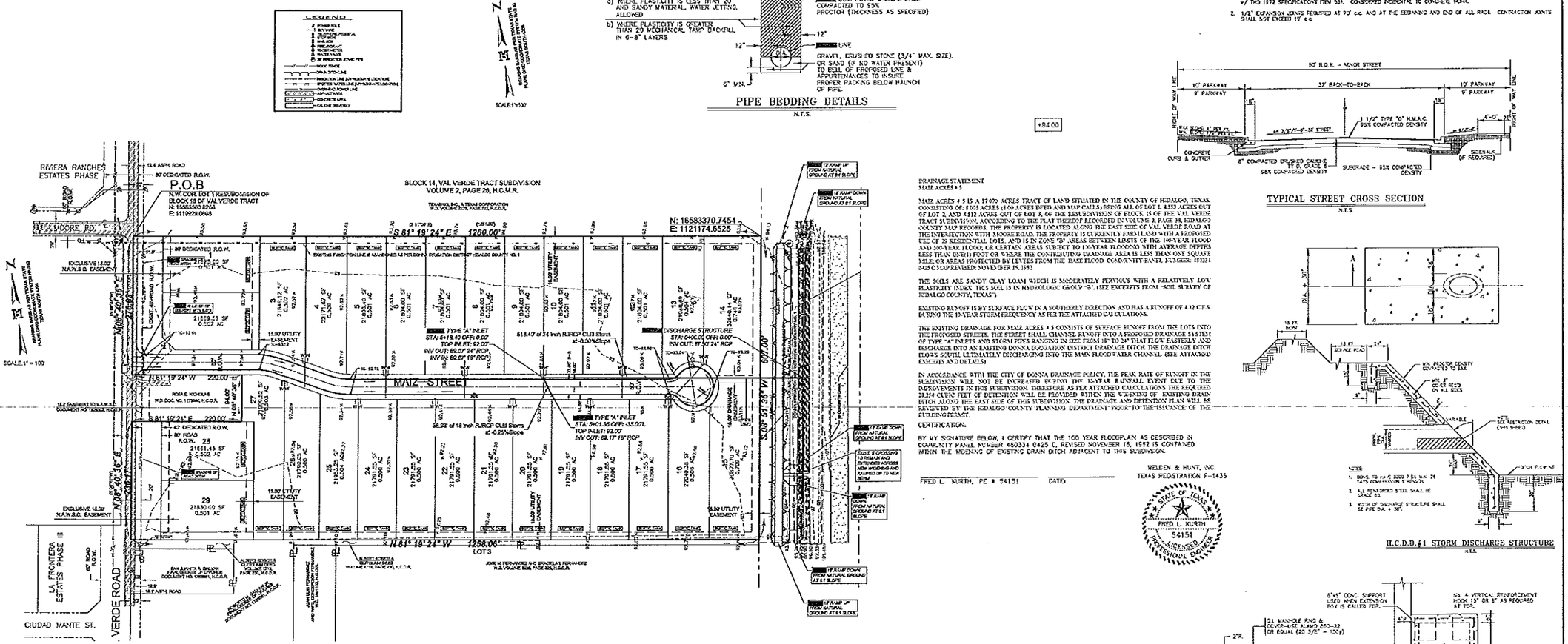
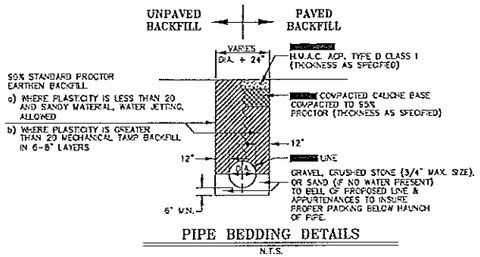
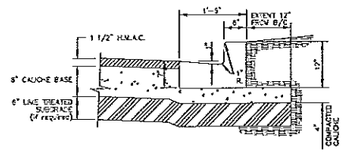
www.meldenandhunt.com

\\mi Documents\Projects\Maiz Acres #5 by COUNTY.dwn - 4/15/2014 - 2:34:49 PM, Maiz2

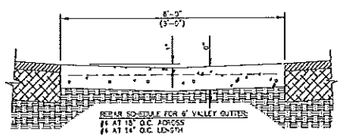




PIPE BEDDING DETAILS
N.T.S.



SECTION "A-A" – CONCRETE CURB & GUTTER



SECTION "C-C" – CONCRETE VALLEY GUTTER

GENERAL NOTES

1. ALL CONCRETE WORK SHALL BE TREATED WITH MEMBRANE CURING COMPOUND TYPE 2 WHITE PIGMENTED IN ACCORDANCE W/ THE 1972 SPECIFICATIONS ITEM 531. CONSIDERED INCIDENTAL TO CONCRETE WORK.
2. 1/2" EXPANSION JOINTS REQUIRED AT 75' o.c. AND AT THE BEGINNING AND END OF ALL RADII. CONTRACTION JOINTS SHALL NOT EXCEED 15' o.c.

TYPICAL STREET CROSS SECTION
N.T.S.

DRAINAGE STATEMENT
MAIZ ACRES # 5

MAIZ ACRES # 5 IS A 17.070 ACRES TRACT OF LAND SITUATED IN THE COUNTY OF HIDALGO, TEXAS, CONSISTING OF: 8.005 ACRES (8.00 ACRES DEED AND MAP CALLS) BEING ALL OF LOT 1, 4.553 ACRES OUT OF LOT 2, AND 4.512 ACRES OUT OF LOT 3, OF THE RESUBDIVISION OF BLOCK 16 OF THE VAL VERDE TRACT SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2, PAGE 28, HIDALGO COUNTY MAP RECORDS. THE PROPERTY IS LOCATED ALONG THE EAST SIDE OF VAL VERDE ROAD AT THE INTERSECTION WITH MOORE ROAD. THE PROPERTY IS CURRENTLY FARM LAND WITH A PROPOSED USE OF 29 RESIDENTIAL LOTS, AND IS IN ZONE "B" AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE(1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD (COMMUNITY-PANEL NUMBER 480334 0425 C MAP REVISED: NOVEMBER 16, 1982

THE SOILS ARE SANDY CLAY LOAM WHICH IS MODERATELY PERVIOUS WITH A RELATIVELY LOW PLASTICITY INDEX. THIS SOIL IS IN HYDROLOGIC GROUP "B". (SEE EXCERPTS FROM "SOIL SURVEY OF HIDALGO COUNTY, TEXAS")

EXISTING RUNOFF IS BY SURFACE FLOW IN A SOUTHERLY DIRECTION AND HAS A RUNOFF OF 4.32 C.F.S. DURING THE 10-YEAR STORM FREQUENCY AS PER THE ATTACHED CALCULATIONS.

THE EXISTING DRAINAGE FOR MAIZ ACRES # 5 CONSISTS OF SURFACE RUNOFF FROM THE LOTS INTO THE PROPOSED STREETS. THE STREET SHALL CHANNEL RUNOFF INTO A PROPOSED DRAINAGE SYSTEM OF TYPE "A" INLETS AND STORM PIPES RANGING IN SIZE FROM 18" TO 24" THAT FLOW EASTERLY AND DISCHARGE INTO AN EXISTING DONNA IRRIGATION DISTRICT DRAINAGE DITCH. THE DRAINAGE DITCH FLOWS SOUTH, ULTIMATELY DISCHARGING INTO THE MAIN FLOODWATER CHANNEL. (SEE ATTACHED SHEETS AND DETAILS)

IN ACCORDANCE WITH THE CITY OF DONNA DRAINAGE POLICY, THE PEAK RATE OF RUNOFF IN THE SUBDIVISION WILL NOT BE INCREASED DURING THE 10-YEAR RAINFALL EVENT DUE TO THE IMPROVEMENTS IN THIS SUBDIVISION. THEREFORE AS PER ATTACHED CALCULATIONS. THE REQUIRED 28,234 CUBIC FEET OF DETENTION WILL BE PROVIDED WITHIN THE WIDENING OF EXISTING DRAIN DITCH ALONG THE EAST SIDE OF THIS SUBDIVISION. THE DRAINAGE AND DETENTION PLAN WILL BE REVIEWED BY THE HIDALGO COUNTY PLANNING DEPARTMENT PRIOR TO THE ISSUANCE OF THE BUILDING PERMIT.

CERTIFICATION:

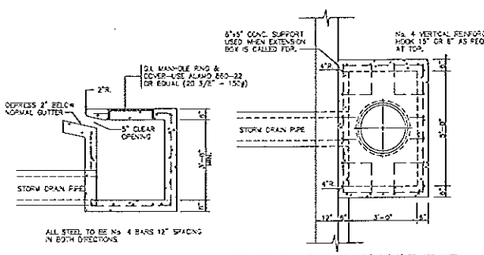
BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100 YEAR FLOODPLAIN AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0425 C, REVISED NOVEMBER 16, 1982 IS CONTAINED WITHIN THE WIDENING OF EXISTING DRAIN DITCH ADJACENT TO THIS SUBDIVISION.

FRED L. KURTH, PE # 54151 — DATE:

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS
54151
LICENSED
PROFESSIONAL ENGINEER

H.C.D.D.#1 STORM DISCHARGE STRUCTURE
N.T.S.



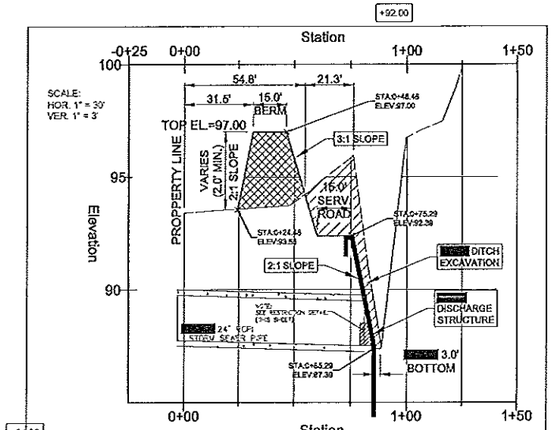
TYPE "A" INLET

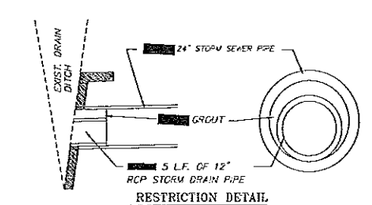
MAP OF TOPOGRAPHY AND DRAINAGE:
MAPA DE TOPOGRAFIA Y DESAGUE:

SUBDIVISION MAP OF

MAIZ ACRES #5

A RESUBDIVISION OF
17.070 ACRES CONSISTING OF: 8.005 ACRES BEING ALL OF LOT 1, 4.553 ACRES OUT OF LOT 2, AND 4.512 ACRES OUT OF LOT 3, OF THE RESUBDIVISION OF BLOCK 16 OF THE VAL VERDE TRACT SUBDIVISION, VOLUME 2, PAGE 28, H.C.M.R. HIDALGO COUNTY, TEXAS





RESTRICTION DETAIL
N.T.S.

TBPE FIRM # F-1435
MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE
EDINBURG, TX. 78541
PH. (956) 381-0981
FAX. (956) 381-1839
ESTABLISHED 1947
227 N. F.M. 3167
RIO GRANDE CITY, TX. 78582
PH. (956) 487-5256
FAX. (956) 488-5531
www.meldenandhunt.com

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: 09-30-2014

PROPOSED **FIDENCIO GARCIA ESTATES** SUBDIVISION, PRECINCT No. **4 .**

ENGINEER: **RE GARCIA & ASSOCIATES** DEVELOPER: **FIDENCIO GARCIA**

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

NUMBER OF LOTS: ☐ *SINGLE FAMILY ☐ *MULTI-FAMILY **3** ☒ COMMERCIAL ☐ INSTITUTIONAL

LOCATION DESCRIPTION: **South of FM 1925, approximately ½ mile East of FM 493.**

SUBDIVISION LIES WITHIN THE: ☒ *The Rural area of the County.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **02-04-13** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **Detention will be provided within the low areas of the large lots.**

ROAD R.O.W. DEDICATION: **20 feet to FM 1925**

H.C.R.O.W. FINAL APPROVAL DATE: **09-10-14** : By, **Jesse Ozuna** PCT 4 R.O.W. AGENT

H.C.H.D APPROVAL DATE: **09-12-14** by: **Elizardo "Chardo" Ramos,** Environmental Health Division Manager

SEWER SYSTEM: ☒ **Sewer will be provided by OSSF and will be installed by the Lot owner at building permit stage.**

WATER SERVICE PROVIDER: **N.A.W.S.C.** LINE SIZE: **8"** LOCATION: **FM 1925**

H.C.O.E.C. FINAL APPROVAL DATE: **09-09-14 .**: By **Martin Ramirez, Director of Office of Environmental Compliance**

☒ **SMALL CONSTRUCTION**

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

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: **DECEMBER 20, 2011**

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.*

METES AND BOUNDS DESCRIPTION FOR A 4.16 ACRE TRACT

A 4.16 acre tract of land being a portion Lot 14, J. C. Engleman Subdivision of Sections 262 and 263, Tex-Mex Railway Company Survey, as recorded in Volume 5, Page 38, Map Records, Hidalgo County, Texas, also being a portion of that certain tract described in Warranty Deed with Vendor's Lien recorded in Volume 2864, Page 475, Deed Records, Hidalgo County, Texas, and being more fully described by metes and bounds as follows:

BEGINNING at a point on the north line of said Lot 14 being within the Monte Cristo Road (FM 1925) Right-of-Way for the northeast corner of herein described tract. Said point bears N 80°53' 00" W 250.38 feet from the northeast corner of said Lot 14.

THENCE S 09°07' 00" W along a line, pass at 49.03 feet a point being the south Right-of-Way line of said Monte Cristo Road (FM 1925) and continuing for a total distance of 258.60 feet to a found one-half inch iron rod for the southeast corner of herein described tract

THENCE N 80° 53' 00" W 700.00 feet parallel to the north line of said Lot 14 to a found one-half inch iron rod for the southwest corner of herein described tract.

THENCE N 09°07' 00" E along a line, pass at 22.28 feet a found one-half inch iron rod being the southeast corner of that certain tract described in Gift Deed recorded in Document # 1019278, Official Records, Hidalgo County, Texas, pass at 211.45 feet a found one-half inch iron rod point being the south Right-of-Way line of said Monte Cristo Road (FM 1925) and continuing for a total distance of 258.60 feet to a set cotton picker spindle on the north line of said Lot 14, for the northwest corner of herein described tract

THENCE S 80°53' 00" E 700.00 feet along said north line of Lot 14 to the point of beginning and containing 4.16 acres of land, more or less.

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

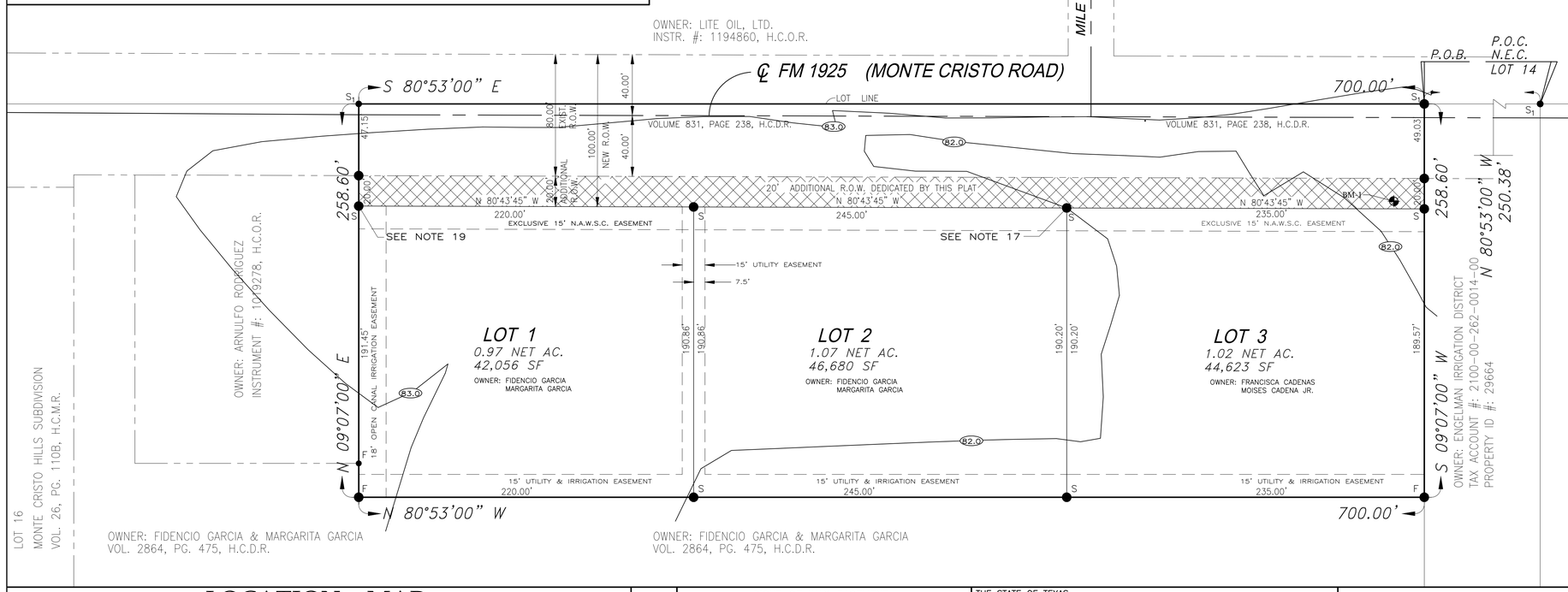
COUNTY CLERK'S RECORDING CERTIFICATE

I,_____, COUNTY CLERK OF HIDALGO COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT_____O'CLOCK__M, ON_____,____, AND WAS RECORDED IN INSTRUMENT #:_____OF THE MAP RECORDS OF HIDALGO COUNTY.

_____

_____ HIDALGO COUNTY CLERK

LEGEND :
F – FOUND 1/2"ø IRON ROD
S – SET 1/2"ø IRON ROD
S_1 – SET COTTON PICKER SPINDLE



SCALE: 1"=40'

BEARINGS BASED ON RECORD BEARINGS OF:
MONTE CRISTO ESTATES SUBDIVISION, AS RECORDED IN VOLUME 26, PAGE 110B, H.C.M.R.

NORTH

SUBDIVISION PLAT OF FIDENCIO GARCIA ESTATES SUBDIVISION

A 4.16 acre tract of land being a portion Lot 14, J. C. Engleman Subdivision of Sections 262 and 263, Tex-Mex Railway Company Survey, as recorded in Volume 5, Page 38, Map Records, Hidalgo County, Texas, also being a portion of that certain tract described in Warranty Deed with Vendor's Lien recorded in Volume 2864, Page 475, Deed Records, Hidalgo County, Texas

DATE: AUGUST 1, 2011

SCALE IN FEET: 0 40' 80' 120'

SCALE: 1"---- 40'

ENGINEER:
R.E. Garcia
Associates
FIRM #: F-5001

PREPARED BY: R.E. GARCIA & ASSOCIATES
116 NORTH 12TH AVENUE EDINBURG, TEXAS 78539 PHONE (956) 381-1061 FAX: 381-1280

PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X" SHADED
ZONE "X" SHADED IS DEFINED AS AREAS OF 500 YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE;AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD

COMMUNITY-PANEL NO. 480334 0350 C EFFECTIVE DATE: JUNE 6, 2000, LOMR: MAY 17, 2001 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR HAVE IDENTIFY AN AREA AS SHOWN ON THIS PLAT WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2. SETBACKS:
FRONT: 50.00 FEET ON FM 1925 (MONTE CRISTO ROAD)
REAR: 15.00 FEET OR EASEMENT, WHICHEVER IS GREATER
SIDE: 6.00 FEET OR EASEMENT WHICHEVER IS GREATER

3. GENERAL NOTE FOR COMMERCIAL LOTS:
LOTS 1-3 SHALL BE FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN COMMERCIAL. LOTS 1-3 IS FOR NONRESIDENTIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. APPLICATIONS FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, THE OFFICE OF ENVIORMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4. MINIMUM FINISH FLOOR NOTE: MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISHED FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT.

5. BENCHMARK NOTE: THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M.-1 ELEV. 81.31 N.G.V.D. 83
A BRASS DISK SET IN A 1' X 1' CONCRETE BLOCK APPROXIMATELY 5.00 FEET NORTH AND 20.00 FEET WEST OF THE NORTH EAST CORNER OF LOT 3 OF THIS SUBDIVISION.

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 12,096 CUBIC-FEET (0.2777 ACRE-FEET) OF STORM RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: BY UTILIZING PROPERLY GRADED LANSCAPED AREAS.

7. THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE IF IT DETERMINES AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STTED ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAN PLAT ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THIS SUBDIVISION.

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

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

10. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

11. ALL EASEMENTS ON THIS PLAT ARE DEDICATED BY THIS PLAT UNLESS NOTED OTHERWISE.

12. ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPERATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

13. -**FIDENCIO GARCIA, MARGARITA GARCIA, FRANCISCA CADENAS & MOISES CADENA JR.**, THE OWNERS & SUBDIVIDERS OF FIDENCIO GARCIA 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.

14. 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.

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

16. DRAINAGE DETENTION POND SHALL TO BE CONSTRUCTED AS DESIGNED BY PROJECT SITE ENGINEER AT DEVELOPMENT APPLICATION PERMIT STAGE PRIOR TO THE COUNTY ISSUING A FINAL LIGHT AND WATER CLEARANCE. NO FINAL LIGHT OR WATER CLEARANCE SHALL BE ISSUE UNTIL THE DRAINAGE DETENTION POND IS CONSTRUCTED BY OWNER AND INSPECTED BY COUNTY.

17. LOTS 2 & 3 SHALL HAVE A SHARED COMMON ACCESS DRIVEWAY UNTO FM 1925 (MONTE CRISTO ROAD).

18. THE DRIVEWAY FOR LOT 1 SHALL BE LOCATED ADJACENT TO THE WEST LINE OF LOT 1 WITHOUT ENCROACHING ON TO THE ADJACENT PROPERTY.

19. TxDOT DRIVEWAY/ENTRANCE PERMIT IS REQUIRED FOR LOT 1-3 PRIOR TO CONSTRUCTION OF A DRIVEWAY/ENTRANCE ON TO FM 1925. Tx-DOT ACCESS PERMIT IS REQUIRED PRIOR TO THE COUNTY ISSUING A DEVELOPMENT APPLICATION PERMIT.

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

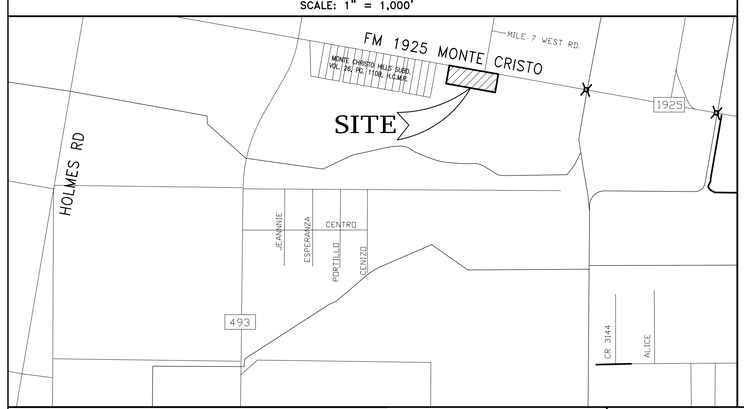
FIDENCIO GARCIA ESTATES SUBDIVISION IS LOCATED IN CENTRAL HIDALGO COUNTY IN H.C.P. #1 THE SOUTH SIDE OF FM 1925 (MONTE CRISTO ROAD) APPROXIMATELY 2,000 FEET EAST OF FM 493. THE NEAREST MUNICIPALITY IS THE CITY OF EDINBURG. ACCORDING TO THE OFFICAL MAP LOCATED IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (75,544), FIDENCIO GARCIA ESTATES SUBDIVISION LIES APPROXIMATELY 5 MILE FROM THE CITY LIMITS AND IS OUTSIDE THE CITY'S ETJ.

INDEX OF SHEETS

No.	DESCRIPTION
1	HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS AND EASEMENT DESIGNATION; METES & BOUNDS; SURVEYOR'S & ENGINEER'S CERTIFICATION; PLAT NOTES & RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION AND ATTETSTATION; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY APPROVAL; DESCRIPTION OF LOCATION WITH RESPECT TO THE ETJ OF A MUNICIPALITY; H.C.D.D. APPROVAL; H.C.H.D. APPROVAL; IRRIGATION DISTRICT APPROVAL; REVISION NOTES
2	MAP OF TOPOGRAPHY & DRAINAGE WITH ENGINEER'S CERTIFICATION, REVISION NOTES, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT

LOCATION MAP

SCALE: 1" = 1,000'



PRINCIPAL CONTACTS:

	NAME:	ADDRESS:	CITY & ZIP	PHONE #/ FAX #:
OWNER:	FIDENCIO & MARGARITA GARCIA	3 3/4 N. EXPRESSWAY	SAN JUAN, 78589	793-2674 / –
OWNER:	FRANCISCA CADENAS & MOISES CADENA JR.	P.O. BOX 333	LA BLANCA 78558	– / –
ENGINEER:	RAUL E. GARCIA	116 N. 12TH	EDINBURG, 78539	381-1061 / 381-1280
SURVEYOR:	RAUL E. GARCIA	116 N. 12TH	EDINBURG, 78539	381-1061 / 381-1280

SHEET NO. 1 OF 2 SHEETS

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 lay 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 for the purpose for which the above-mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocating said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein. This agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

In witness whereof the said grantor executed this instrument this _____ day of _____ 20 .

FIDENCIO GARCIA
3 3/4 N. EXPRESSWAY
SAN JUAN, TEXAS 78589

MARGARITA GARCIA
3 3/4 N. EXPRESSWAY
SAN JUAN, TEXAS 78589

FRANCISCA CADENAS
P.O. BOX 333
LA BLANCA, TEXAS 78558

MOISES CADENA JR.
P.O. BOX 333
LA BLANCA, TEXAS 78558

THE STATE OF TEXAS)(
COUNTY OF HIDALGO)(

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY APPEARED **FIDENCIO GARCIA, MARGARITA GARCIA FRANCISCA CADENAS & MOISES CADENA JR.**, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____,20__.

My Commission Expires:

Notary Public in and for Hidalgo County, Texas

FIDENCIO GARCIA
3 3/4 N. EXPRESSWAY
SAN JUAN, TEXAS 78589

MARGARITA GARCIA
3 3/4 N. EXPRESSWAY
SAN JUAN, TEXAS 78589

FRANCISCA CADENAS
P.O. BOX 333
LA BLANCA, TEXAS 78558

MOISES CADENA JR.
P.O. BOX 333
LA BLANCA, TEXAS 78558

THE STATE OF TEXAS COUNTY OF HIDALGO OWNER'S CERTIFICATION, DEDICATION, & ATTESTATION

I, **FIDENCIO GARCIA, MARGARITA GARCIA, FRANCISCA CADENAS & MOISES CADENA JR.** AS OWNER OF THE **3.94** ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED **FIDENCIO GARCIA ESTATES SUBDIVISION**, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET 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 WILL MEET THE MINIMUM STANDARDS;
(B)SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS WILL MEET THE MINIMUM STATE STANDARDS;
(C)ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS OR SEPTIC TANKS WILL MEET THE MINIMUM STATE STANDARDS;
(D)GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS WILL MEET THE MINIMUM STATE STANDARDS;

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

FIDENCIO GARCIA
3 3/4 N. EXPRESSWAY
SAN JUAN, TEXAS 78589

MARGARITA GARCIA
110 SANDRA STREET
SAN JUAN, TEXAS 78589

FRANCISCA CADENAS
P.O. BOX 333
LA BLANCA, TEXAS 78558

MOISES CADENA JR.
P.O. BOX 333
LA BLANCA, TEXAS 78558

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF FIDENCIO GARCIA ESTATES SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON_____, _____

ENVIRONMENTAL HEALTH DIVISION MANAGER

DATE

APPROVAL BY IRRIGATION DISTRICT:

THIS PLAT APPROVED BY ENGLEMAN IRRIGATION DISTRICT, ON THIS _____ DAY OF _____A.D., 20__.

SECRETARY

PRESIDENT

ENGLEMAN IRRIGATION DISTRICT WILL NOT BE RESONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT OF THIS SUBDIVISION. IF DESIRED THIS WILL NOT BE AT THE DISTRICTS EXPENSE.

APPROVAL BY DRAINAGE DISTRICT:

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

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

BY:

DISTRICT MANAGER

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

WE, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE FIDENCIO GARCIA ESTATES SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISIONERS COURT ON_____, ____.

HIDALGO COUNTY JUDGE

DATE

ATTEST: _____
HIDALGO COUNTY CLERK

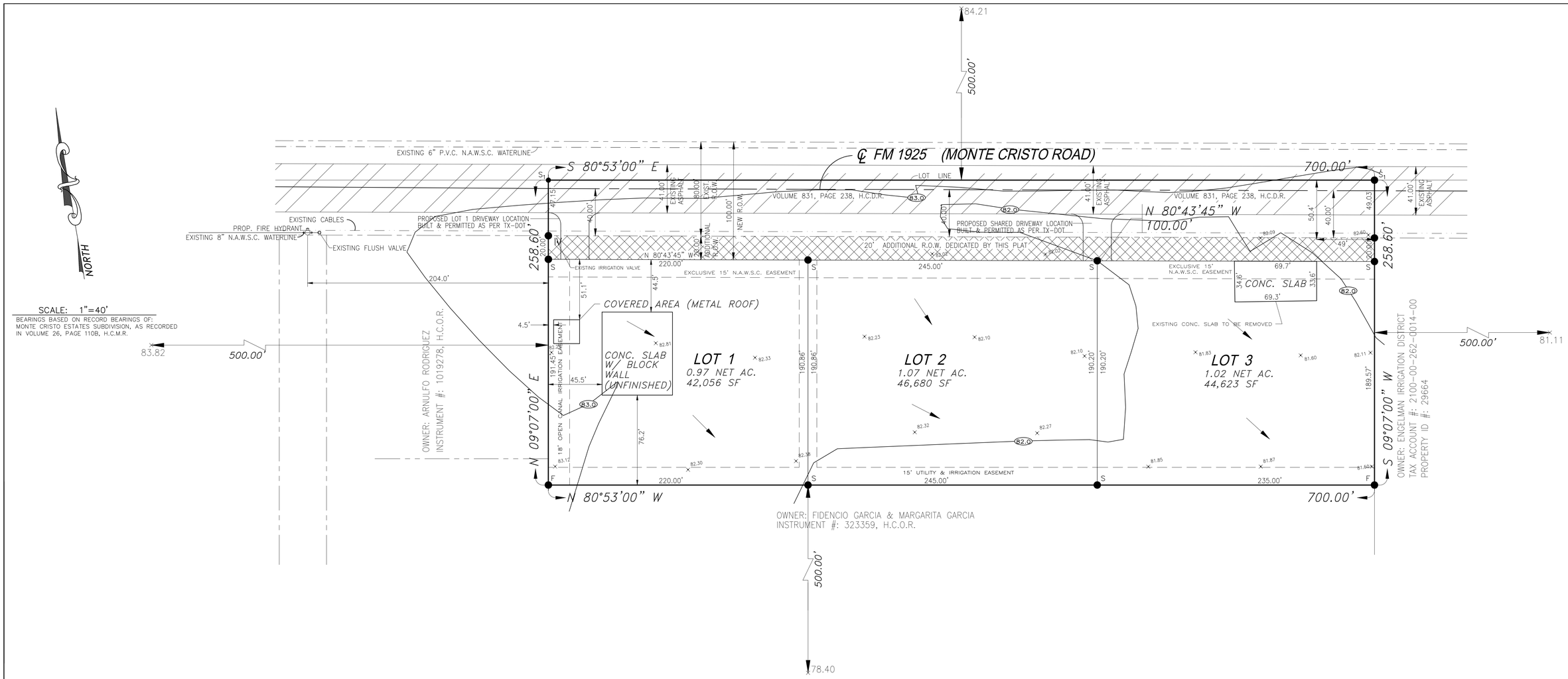
DATE

THE STATE OF TEXAS COUNTY OF HIDALGO

I, RAUL E. GARCIA, REGISTERED PROFESSIONAL ENGINEER AND 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 OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND FURTHER CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN APPLIED TO THIS PLAT.

REGISTERED PROFESSIONAL ENGINEER # 64790
REGISTERED PROFESSIONAL LAND SURVEYOR #4204

DATE



SCALE: 1"=40'

BEARINGS BASED ON RECORD BEARINGS OF: MONTE CRISTO ESTATES SUBDIVISION, AS RECORDED IN VOLUME 26, PAGE 110B, H.C.M.R.

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

MAP OF TOPOGRAPHY AND DRAINAGE:

FIDENCIO GARCIA ESTATES SUBDIVISION

A 4.16 acre tract of land being a portion Lot 14, J. C. Engleman Subdivision of Sections 262 and 263, Tex-Mex Railway Company Survey, as recorded in Volume 5, Page 38, Map Records, Hidalgo County, Texas, also being a portion of that certain tract described in Warranty Deed with Vendor's Lien recorded in Volume 2864, Page 475, Deed Records, Hidalgo County, Texas

DATE: MAY 1, 2010

SCALE IN FEET
0 30' 60' 90'

SCALE: 1"---- 40'

ENGINEER: R.E. Garcia Associates
FIRM #: F-5001

PREPARED BY: R.E. GARCIA & ASSOCIATES
116 NORTH 12TH AVENUE EDINBURG, TEXAS 78539 PHONE (956) 381-1061 FAX: 381-1280

SHEET NO. 2 OF 2 SHEETS

DRAINAGE STATEMENT FOR FIDENCIO GARCIA ESTATES SUBDIVISION

Fidencio Garcia Estates Subdivision consists of a 4.16 acre tract of land being a portion Lot 14, J. C. Engleman Subdivision of Sections 262 and 263, Tex-Mex Railway Company Survey, as recorded in Volume 5, Page 38, Map Records, Hidalgo County, Texas. The site is located on the south side of FM 1925 (Monte Cristo Road) approximately 2,000 feet east of FM 493. The property is being subdivided into 3 large commercial lots. The tract is basically flat with a slight slope to the northeast towards FM 1925 (Monte Cristo Road). FM 1925 (Monte Cristo Road) flows east and discharges into the Weslaco North Lateral drainage ditch approximately 1/4 mile east of the subject site. The proposed subdivision is located in a Zone "X Shaded" Flood Hazard area as designated by FEMA FIRM Community Panel Number 480334 0350 C dated 5/17/2001. Zone "X Shaded" is defined as "areas of the 500-year flood; areas of 100-year flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 100-year flood".

The soil for this property is a dark grayish brown fine sandy loam which is moderately pervious. This soil is found to be in the Hydrologic Group "B" as determined by use of the Soil Survey of Hidalgo County. (See attachment). Currently the property is used for agricultural purposes.

The proposed subdivision will utilize properly sized detention pond to detain storm runoff and discharge the storm flow towards road ditches on the south side of FM 1925 (Monte Cristo Road). The drainage plan shall be approved by the Hidalgo County Planning Department at the time of issuance of the building permit. In accordance with the Hidalgo County Drainage Policy, a minimum of 14,733 cubic feet of storm runoff will be detained with a maximum discharge rate of 2.507 cfs. The peak rate of runoff will not be increased during the 10 year rainfall event.

CERTIFICATION:

By my signature below, I certify that this subdvision lies in a Flood Zone "X" Shaded: areas between limits of the 100 year flood and 500 year flood: or certain areas subject to 100-year flooding with average depths less than one (1) foot or where the contributing drainage area is less than one square mile; or areas protected by levees from the base flood

REGISTERED PROFESSIONAL ENGINEER # 64790

DATE

AI-46715 **Precinct #3 18. A.**

CC - REGULAR

Meeting Date: 09/30/2014

Submitted For: Mingo, Pct. 3 **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

1. Approval of Interlocal Agreement between City of Mission and County of Hidalgo for road improvement project (Moorefield Rd. between 2 Mile Line Rd and 3 Mile Line Rd)
2. Approval of ICA Project in accordance with Texas Government Code Section 791.014 to overlay (Moorefield Rd. between 2 Mile Line Rd and 3 Mile Line Rd)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-123-005-0-731

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

BUDGETARY IMPACT:

Funds available --> $ 97,672.22 as of 9/26/14.

Note:
As per Interlocal #4&5, City of Mission will be purchasing & providing asphalt material in the amount not to exceed $106,990.00 towards project.

Attachments

ICA

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/25/2014 11:42 AM
Glinda Pacheco	Glinda Pacheco	09/26/2014 01:49 PM
Purchasing Department	Monica Badillo	09/26/2014 05:46 PM

Form Started By: Monica Badillo Started On: 09/25/2014 11:37 AM

Final Approval Date: 09/26/2014

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF MISSION, TEXAS AND THE COUNTY OF HIDALGO, TEXAS

THIS Agreement is made on this the _____ day of _____, 2014, by and between the **CITY OF MISSION, TEXAS,** hereinafter referred to as "City", 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 is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, County is a county in the State of Texas;

WHEREAS, City and County, each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements of certain public roadways within their boundaries;

WHEREAS, City and County desire to jointly undertake a road improvement project to overlay Moorefield Rd. between 2 Mile Line Rd and 3 Mile Line Rd.

WHEREAS, Moorefield Rd. forms a connecting link and integral part of the County and City road systems and the Road Improvements are in the best interest of the county and the city;

WHEREAS, City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't. 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 pursuant to the County Road and Bridge Act which authorizes counties to improve roadways within the limits of a city with the city's consent.

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

1. The parties agree to cooperate in making the necessary Road Improvements as described herein.

2. County agrees to provide all labor, and machinery necessary to complete the Road Improvements as described herein.

3. County will, to the extent reasonably possible, follow the County's standard specifications in overlay improvements unless otherwise agreed in writing by both parties.

4. Prior to commencement of the Road Improvements by the County, the City agrees to provide the purchase of asphalt material necessary for the Road Improvements.

5. The parties agree that City shall have obligation hereunder to provide asphalt material for the Road Improvements described herein not to exceed $106,990.00. Any and all other costs deemed necessary for the Road Improvements shall be paid by the County.

6. The parties agree that City and County will each inspect and accept the Road prior to declaring such work as completed.

7. County and City will coordinate work schedules in order to provide for minimal disruption to the public and to the operational and fiscal affairs of the parties and will complete the road improvements no later than 90 days from execution of the contract.

8. City, pursuant to Tex. Tans. Code § 251.012, authorized County to perform the work described herein.

9. **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 and provision of their Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provision of this Agreement shall be modified only to The extent necessary to bring them within the legal requirements and only during the times such conflict exists.

10. **No Waiver**. No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

11. **Entire Agreement**. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This

Agreement may be modified or amended only by agreement in writing executed by City and County, and not otherwise.

12. **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.

13. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Mission:	City of Mission Attention: Mayor Norberto Salinas 1201 E. 8th Street Mission, Texas 78572
If to County:	County of Hidalgo Attention: County Judge Ramon Garcia P.O. Box 758 Edinburg, Texas 78540-0758
With copy to:	Commissioner, Precinct No.3 P.O. Box 607 Mission, Texas 78572

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.

14. **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.

15. **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.

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

17. **Headings**. The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

18. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

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

20. **Governmental Purpose.** Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

21. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

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

THE CITY OF MISSION

_____
Norberto Salinas, Mayor

ATTEST:

_____
City Secretary

COUNTY OF HIDALGO

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

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 whereby City and County desire to jointly undertake a road improvement project to overlay Moorefield Road between 2 Mile Line Road and 3 Mile Line Road through an Interlocal Cooperation Agreement to be entered into with Hidalgo County and City of Mission, Texas.

By vote on_____ 2014, the Hidalgo County Commissioners Court has approved the Project identified above.

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

AI-46704 **Precinct #3 18. B.**

CC - REGULAR

Meeting Date: 09/30/2014

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

1. Requesting approval to accept donation from Wynn-Crosby Operating in the amount of $1,422.24.
2. Approval of Certification of Revenues as certified by the County Auditor for revenues received from Wynn-Crosby Operating, for road repair of Mile 5 Road and Iowa Rd.
3. Approval of 2014 appropriation of funds into Precinct #3 Road Maintenance in the amount $1,422.24 for road repairs of Mile 5 Road and Iowa Rd.

BACKGROUND

As per Agenda Item #Al-46337 approved 09-09-14

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-123-005-0-673

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

BUDGETARY IMPACT:

2014 appropriation of funds in the amount of $1,422.24 to fund operating expenditures.

Revenue account #4-1200-364-00-123-000-0-000

Attachments

Agenda Item
Copy of Ck
receipt
Appropriation
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/25/2014 01:46 PM
Merlen P. Munoz	Merlen P. Munoz	09/26/2014 08:45 AM
Purchasing Department	Monica Badillo	09/26/2014 05:46 PM

Form Started By: Norma Ceballos Started On: 09/24/2014 04:17 PM

Final Approval Date: 09/26/2014

AI-46337 **Comm. Court Executive Office 7. G.**

CC - REGULAR

Meeting Date: 09/09/2014

Submitted By: Rebecca Gomez, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Right of Way:
Approval of pipeline permit for Wynn Crosby - Propose to open cut road approximately 1/4 mile north of Mile 5 Road on Iowa Rd.

BACKGROUND

Wynn-Crosby, permitee is to reimburse Pct. #3 the amount of $ 1,422.24 for repair of road/material/labor to be done by Pct. 3 as per Exhibit B 1-3

Attachments

Wynn0Crosby Iowa Rd Pct.3
exhibit A

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/04/2014 03:41 PM
Purchasing Department	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Rebecca Gomez Started On: 09/04/2014 11:35 AM

Final Approval Date: 09/05/2014

THIS DOCUMENT HAS TRUE WATERMARK IN THE PAPER. HOLD TO LIGHT TO VIEW

WYNN-CROSBY OPERATING, LTD.
14241 Dallas Parkway, Suite 800
Dallas TX 75254
972-380-5500

Wells Fargo Bank, N.A.

11-24
1210

Check No	Check Date	Check Amount
0000233190	09/19/2014	**********$1,422.24

PAY *One Thousand Four Hundred Twenty Two Dollars and Twenty Four Cents*

Void After 60 Days

TO THE ORDER OF
HIDALGO COUNTY PCT. 3
PO BOX 607
MISSION TX 78572

AMOUNT OVER $10000 REQUIRE TWO SIGNATURES

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

⑈0000233190⑈ ⑆121000248⑆ 4121272645⑈

PLEASE DETACH AT PERFORATION ABOVE

PLEASE DETACH AT PERFORATION ABOVE

WYNN-CROSBY OPERATING, LTD.
14241 Dallas Parkway, Suite 800
Dallas TX 75254
972-380-5500

wynn CROSBY

Check Number 0000233190

Invoice #	Inv. Date	Description	Amount	Discount	Net Amount
14.09.16	09/16/2014	Hidalgo Willacy 8B	1,422.24	0.00	1,422.24

HID005	Vendor	Check Date: 09/19/2014	Check Amount	1,422.24

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 179574

Received From: WYNN-CROSBY OPERATING, LTD. PCT. 3 Date 09/24/14

1	0000233190	CONTRIBUTIONS & DONATIONS MI. 5 & IOWA	4-1200-364-00-123-000-0-000	1,422.24

Total: **1,422.24**

Check Total	1,422.24
Cash Total	.00
Credit Total	.00
Other Total	.00

DATE: September 24, 2014

DEPARTMENT HEAD: Commissioner Joe Flores - Pct. No. 3

DEPARTMENT NAME: Pct. 3 Rd. Maint. - Fund (#1200)

ACCOUNT NUMBER: 4-1200-431-00-123-005-0-673

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT	ACCOUNT (OBJECT) NAME	AMOUNT
4 1200 431 00 123 005 0 673	Pct #3 Rd. Maint. - R&B R&M Supplies	$1,422.24
	From	
4 1200 364 00 123 000 0 000	*R&B Pct 3-Contributions & Donations*	*1,422.24*
	TOTAL BUDGET INCREASE -FUND 1100	1,422.24

REASON: Appropriation of funds received from Wynn-Crosby Operating for road repair on Mile 5 Road and Iowa Rd.
As per agenda item Al-46337 approved on 09-09-14

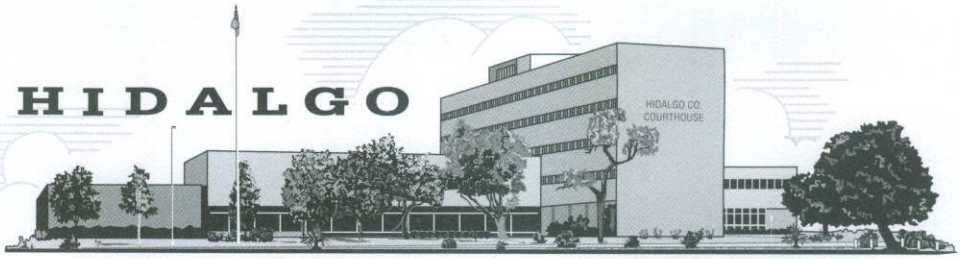
DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

September 30, 2014

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners' Court the receipt of a donation from Wynn-Crosby Operating, LTD for Precinct 3 in the amount of $1,422.24. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

9/26/14
Date

HIDALGO COUNTY DISTRICT JUDGES

JAIME E. TIJERINA, JUDGE, 92ND D.C. | RODOLFO DELGADO, JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES, JUDGE, 139TH D.C. | ROSE GUERRA REYNA, JUDGE, 206TH D.C. | JUAN R. PARTIDA, JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR., JUDGE, 332ND D.C. | NOE GONZALEZ, JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ, JUDGE, 389TH D.C. | AIDA SALINAS FLORES, JUDGE, 398TH D.C. | ISRAEL RAMON, JR., JUDGE, 430TH D.C. | JESSE CONTRERAS, JUDGE, 449TH D.C.

COUNTY COMMISSIONER PRECINCT 3
County of Hidalgo

Joe M. Flores
County Commissioner Pct. No. 3

September 24, 2014

Mr. Ray Eufracio, County Auditor
Hidalgo County Auditor's Office
2808 South Business Highway 83
Edinburg, Texas 78539

Dear Mr. Eufracio:

Please accept my request to issue a Certification of Revenues for $1,422.24, funds received from Wynn-Crosby Operating, LTD. Attached is a copy of check and the agenda item.

Thank you and should you have any questions or require additional information, please do not hesitate to call my office at (956)585-4509.

Sincerely,

Joe M. Flores, Commissioner
County of Hidalgo Precinct #3

Attachment

Office: (956) 585-4509 • Fax: (956) 205-7009
724 N. Breyfogle • Mission, Texas 78574

Hidalgo County

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AI- 46704

CC - REGULAR

Meeting Date: 09/30/2014
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3

Information

CAPTION

1. Requesting approval to accept donation from Wynn-Crosby Operating in $1,422.24.

2. Approval of Certification of Revenues as certified by the County Auditor from Wynn-Crosby Operating, for road repair of Mile 5 Road and Iowa Rd.

3. Approval of 2014 appropriation of funds into Precinct #3 Road Maintena $1,422.24 for road repairs of Mile 5 Road and Iowa Rd.

BACKGROUND

As per Agenda Item #AI-46337 approved 09-09-14

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-43
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N
BUDGETARY IMPACT:
2014 appropriation of funds in the amount of $1,422.24 to fund operating

Revenue account #4-1200-364-00-123-000-0-000

Attachments

Agenda Item
Copy of Ck
receipt
Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/25/2014 01:46 P
Merlen P. Munoz	Merlen P. Munoz	09/26/2014 08:45 A
Budget & Management	Veronica Ortiz	09/25/2014 01:46 P
Merlen P. Munoz	Merlen P. Munoz	09/26/2014 08:45 A
Auditor's Office		

AI-46337 **Comm. Court Executive Office 7. G.**

CC - REGULAR

Meeting Date: 09/09/2014

Submitted By: Rebecca Gomez, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Right of Way:
Approval of pipeline permit for Wynn Crosby - Propose to open cut road approximately 1/4 mile north of Mile 5 Road on Iowa Rd.

BACKGROUND

Wynn-Crosby, permitee is to reimburse Pct. #3 the amount of $ 1,422.24 for repair of road/material/labor to be done by Pct. 3 as per Exhibit B 1-3

Attachments

Wynn0Crosby Iowa Rd Pct.3
exhibit A

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/04/2014 03:41 PM
Purchasing Department	Monica Badillo	09/05/2014 05:58 PM

Form Started By: Rebecca Gomez Started On: 09/04/2014 11:35 AM

Final Approval Date: 09/05/2014

THIS DOCUMENT HAS TRUE WATERMARK IN THE PAPER - HOLD TO LIGHT TO VIEW

WYNN-CROSBY OPERATING, LTD.
14241 Dallas Parkway, Suite 800
Dallas TX 75254
972-380-5500

Wells Fargo Bank, N.A.

11-24
1210

Check No	Check Date	Check Amount
0000233190	09/19/2014	**********$1,422.24

PAY *One Thousand Four Hundred Twenty Two Dollars and Twenty Four Cents*

Void After 60 Days

TO THE ORDER OF
HIDALGO COUNTY PCT. 3
PO BOX 607
MISSION TX 78572

AMOUNT OVER $10000 REQUIRE TWO SIGNATURES

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

⑈0000233190⑈ ⑆121000248⑆ 4121272645⑈

PLEASE DETACH AT PERFORATION ABOVE

PLEASE DETACH AT PERFORATION ABOVE

WYNN-CROSBY OPERATING, LTD.
14241 Dallas Parkway, Suite 800
Dallas TX 75254
972-380-5500

wynn CROSBY

Check Number 0000233190

Invoice #	Inv. Date	Description	Amount	Discount	Net Amount
14.09.16	09/16/2014	Hidalgo Willacy 8B	1,422.24	0.00	1,422.24

HID005	⇦ Vendor	Check Date: 09/19/2014	Check Amount ⇨	1,422.24

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 179574

Received From: WYNN-CROSBY OPERATING, LTD. PCT. 3 Date 09/24/14

1	0000233190	CONTRIBUTIONS & DONATIONS MI. 5 & IOWA	4-1200-364-00-123-000-0-000	1,422.24

Total: **1,422.24**

Check Total	1,422.24
Cash Total	.00
Credit Total	.00
Other Total	.00

DATE: September 24, 2014

DEPARTMENT HEAD: Commissioner Joe Flores - Pct. No. 3

DEPARTMENT NAME: Pct. 3 Rd. Maint. - Fund (#1200)

ACCOUNT NUMBER: 4-1200-431-00-123-005-0-673

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT	ACCOUNT (OBJECT) NAME	AMOUNT
4 1200 431 00 123 005 0 673	Pct #3 Rd. Maint. - R&B R&M Supplies	$1,422.24
	From	
4 1200 364 00 123 000 0 000	*R&B Pct 3-Contributions & Donations*	*1,422.24*
	TOTAL BUDGET INCREASE -FUND 1100	1,422.24

REASON: Appropriation of funds received from Wynn-Crosby Operating for road repair on Mile 5 Road and Iowa Rd.
As per agenda item AI-46337 approved on 09-09-14

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK

AI-46258 **Budget and Management 19. A.**

CC - REGULAR

Meeting Date: 09/30/2014

Submitted For: Sergio Cruz **Submitted By:** Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Public hearing on the 2015 Proposed Budget as per Texas Local Government Code 111.067.
2. Discussion, consideration, and action on changes and corrections to the 2015 Proposed Budget.
3. Approval to set salaries, allowances, and other compensation for Fiscal Year 2015.
4. Adoption of the 2015 Annual Budget at the Departmental Level

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/02/2014 09:29 AM
Merlen P. Munoz (Originator)	Merlen P. Munoz	09/03/2014 05:04 PM
Budget & Management	Debbie Tamez	09/18/2014 11:08 AM
Purchasing Department	Monica Badillo	09/26/2014 05:46 PM

Form Started By: Merlen P. Munoz Started On: 08/29/2014 04:50 PM

Final Approval Date: 09/26/2014

AI-46685 **Budget and Management 19. B.**

CC - REGULAR

Meeting Date: 09/30/2014

Submitted For: Sergio Cruz **Submitted By:** Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Consideration and approval of order setting the 2014 Hidalgo County Tax Rates:
1. Total Maintenance and Operations Tax Rate (0.5308 cents per $100 valuation)
2. Total Debt Service Tax Rate (0.0592 cents per $100 valuation)
3. Total Ad Valorem Tax Rate (0.5900 cents per $100 valuation)

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact

Form Review

Inbox	Reviewed By	Date
Merlen P. Munoz (Originator)	Merlen P. Munoz	09/26/2014 08:53 AM
Budget & Management	Veronica Ortiz	09/26/2014 09:40 AM
Purchasing Department	Monica Badillo	09/26/2014 05:46 PM

Form Started By: Merlen P. Munoz Started On: 09/24/2014 02:21 PM

Final Approval Date: 09/26/2014

AI-46707 **Budget and Management 19. C.**

CC - REGULAR

Meeting Date: 09/30/2014

Submitted By: Debbie Tamez, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Title IV-E Child Welfare Services (1100):
1. Approval of the Title IV-E Child Welfare Services (Contract #23941009) Budget for October 1, 2014 - September 30, 2015.
2. Approval for County Judge to sign the following documents:
   a. Budget

BACKGROUND

The State reimburses the county for handling Title IV-E Child Welfare cases.

Fiscal Impact

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

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

BUDGETARY IMPACT:

STATE FY 2015

The County matches 100% of all costs related to Title IV-E County Child Welfare Services. However, the Texas Department of Familly and Protective Services reimburses the county for part of the expenses when the County handles Title IV-E cases. Actual reimbursement is based on Eligible Population Rate (EPR) in effect for the county during the month in which the expenses are incurred. The reimbursement is then receipted in a General Fund revenue account number (4-1100-331-12-360-001-0-000).

Attachments

Annual Review Letter
FFATA Certification
BUDGET

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/25/2014 01:08 PM
Rosalinda Cantu	Rosie Cantu	09/26/2014 04:18 PM
Purchasing Department	Monica Badillo	09/26/2014 05:46 PM

Form Started By: Debbie Tamez Started On: 09/25/2014 09:34 AM

Final Approval Date: 09/26/2014

TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES

COMMISSIONER
John J. Specia, Jr.

July 24, 2014

Re: FY 2015 - County Legal Services AND Welfare Board IV-E Annual Review

Contract Number: 23941008 / 23941009

Dear Honorable Judge Ramon Garcia:

The Texas Department of Family and Protective Services (DFPS) must comply with federal regulations by conducting an annual review of your Title IV-E contract which includes the following contract actions:

- Identifying the budget to be used for the new contract period. This may include obtaining and approving a revised budget or confirmation of the continued use of the most current budget;
- ensuring documentation of the most current signature designation authority as documented on Form 2031, Signature Authority Designation; and
- obtaining a current Form 4734 Federal Funding Accountability and Transparency Act (FFATA) Certification.

Attached are the documents required to be maintained:

- Budget Form 2030CLIVE and Budget Form 2030CWIVE
- Signature Authority Designation, Form 2031;
- Federal Funding Accountability and Transparency Act (FFATA) Certification Form 4734; and

Please return the budget forms and their associated narrative to support the projected expenditures. If your agency claims an indirect rate, return your agency's most current and approved indirect rate. **If a revised budget is not necessary, indicate in your return correspondence that the budget will remain as previously submitted.**

Return Form 2031 only if the signature authority has changed.

Return completed Form 4734.

Please return the appropriate enclosed documents to Elizabet Garza via email to elizabet.garza@dfps.state.tx.us by August 1, 2014.

If you have any questions regarding the proper completion of the enclosed documents, please contact Elizabet Garza at (956) 316-8270 or elizabet.garza@dfps.state.tx.us.

Sincerely,

Clerissa Castillo

Clerissa Castillo
Contract Manager

cc: Edna Fuentes, CPS Contracts Program Director

Enclosure(s):

- Budget for Title IV-E County Child Welfare Services (Form CWIVE) and Budget for Title IV-E County Legal Services (Form 2030CLIVE)
- Signature Authority Designation (Form 2031)
- Federal Funding Accountability and Transparency Act (FFATA) Certifications, (Form 4734)

FFATA Certifications

The Federal Funding Accountability and Transparency Act (FFATA) certifications enumerated below represent material facts upon which DFPS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DFPS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DFPS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. ***If the Signer cannot certify all of the statements contained in this section, Signer must provide written notice to DFPS detailing which of the below statements it cannot certify and why*.**

Did your organization complete the CCR registration? ☒ Yes ☐ No

Enter Your Dun & Bradstreet (D&B) DUNS Number, and its parent if applicable: 10-311-0834

Did your organization have a gross income, from all sources, of less than $300,000 in your previous tax year? ☐ Yes ☒ No ☐ N/A (if entity does not generate income)

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification.
If your answer is "No" or N/A, answer questions "A" and "B".

A. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? ☐ Yes ☒ No

B. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year? ☒ Yes ☐ No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".
If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

C. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the compensation [17 CFR 229.402(c)(2)] of the senior executives (e.g., officers, managing partners, or any other employees in management positions) in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? ☐ Yes ☐ No ☐ N/A (if entity reports through some other means, state how:)

If your answer is "No" you must provide compensation information to DFPS for FFATA reporting. If N/A, you may still be required to supply compensation information pending DFPS or federal awarding agency approval.

FFATA Certifications

As the duly authorized representative (Signatory) of the Contractor named below, I hereby certify that the responses that I have provided to the questions in this certification form are true, complete and correct to the best of my knowledge.

Ramon Garcia **Printed Name of Authorized Representative**	**Signature of Authorized Representative**
County Judge **Title of Authorized Representative**	**Date**
Hidalgo County **Legal Name of Contractor**	**23941009** **Contract Number**

Texas Dept. of Family
and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

K909-Form 2030CWIVE
August 2014

B. Training

B.1. Title IV-E Training (75%)

County: **Hidalgo County**

Contract Number: **23941009**

Budget Effective Date: **10/1/2014-9/30/2015**

Training (Description and Title)	**Registration*** (amount allocable to Title IV-E)	**Lodging*** (amount allocable to Title IV-E)	**Meals*** (amount allocable to Title IV-E)	**Transportation** (amount allocable to Title IV-E)	**Subtotal**	**Number of Employees Attending**	**Estimated Total Expense***	**Anticipated Federal Reimbursement** (estimated EPR x 75% FFP)	**Anticipated County Match**
NOTE: Form 9321 *Training Expense Documentation Form* must be submitted to DFPS for review/approval by Federal Funds prior to training.									
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
				Total Training			$0.00	$0.00	$0.00

* estimated amount allocable to Title IV-E

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

AI-46502 **Budget and Management 19. D.**

CC - REGULAR

Meeting Date: 09/30/2014

Submitted By: Patricia Ramos, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Sheriff Office (1100):
1. Approval of Certification of Revenues by County Auditor for the Sheriff.
2. Approval of 2014 appropriation of funds for Sheriff in the amount of $9,434.56 to fund equipment and vehicles repair and maintenance supplies.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-421-00-280-001-0-672

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

BUDGETARY IMPACT:

Available funds as of 9/15/2014, monies are to be unreserved from acct#4-1100-360-00-000-005-0-000 Gen Fund Misc Rev-Insurance Claims.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/15/2014 04:04 PM
Purchasing Department	Monica Badillo	09/26/2014 05:46 PM

Form Started By: Patricia Ramos Started On: 09/15/2014 08:26 AM

Final Approval Date: 09/26/2014

DATE: September 15, 2014

2014
Appropriation
AI-46502

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **Sheriff**

ACCOUNT NUMBER: 4-1100-421-00-280-001-0-672

Contact Person: Patricia Ramos Ph#: (956) 292-7025 ext. 5416

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
4-1100-421-00-280-001-0- 672	Sheriff-	Eq&Veh R&M Supplies	9,434.56
		TOTAL BUDGET INCREASE (DECREASE)	**9,434.56**

REASON: Appropriation of funds from General Fund Miscellaneous Revenue-Insurance Claims into Sheriff account to fund equipment and vehicle repair and maintenance supplies.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-46710 **Budget and Management 19. E.**

CC - REGULAR

Meeting Date: 09/30/2014

Submitted For: Sergio Cruz **Submitted By:** Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Presentation and discussion on financing of Capital Improvement Plan projects.

2. Consideration and approval of resolution authorizing publication of the County's Notice of Intent to Issue with respect to the Hidalgo County, Texas Certificates of Obligation, Series 2014.

3. Consideration and approval of an order authorizing the issuance, sale and delivery of Hidalgo County Limited Tax Refunding Bonds, Series 2014; delegating certain authority to the County Judge pursuant to the provisions of Texas Government Code, Sections 1207.007 and 1207.008; levying a continuing direct annual ad valorem tax; authorizing the refunding of certain outstanding bonds; authorizing the execution of a bond purchase contract; approving an official statement, execution of an escrow and trust agreement, and making other provisions regarding such bonds and matters incident thereto.

4. Consideration and approval of resolution designating the County Judge of Hidalgo County as authorized representative of Hidalgo County to give notice of intent to reimburse expenditures with proceeds of tax exempt obligations.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Sylvia Solis (Originator)	Sylvia Solis	09/26/2014 04:04 PM
Budget & Management	Debbie Tamez	09/26/2014 04:20 PM
Glinda Pacheco	Glinda Pacheco	09/26/2014 04:58 PM
Purchasing Department	Monica Badillo	09/26/2014 05:46 PM

Form Started By: Sylvia Solis Started On: 09/25/2014 10:20 AM

Final Approval Date: 09/26/2014

AI-46705 **Purchasing Department 20. A. 1.**

CC - REGULAR

Meeting Date: 09/30/2014

Submitted For: Valde Guerra-Hidalgo County Executive Officer **Submitted By:** Darlene Betancourt, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. As directed/approved by CC and as further stated for the "record" by Hon. S. Crain, Legal Counsel at meeting of 09-23-14, presentation of the Original 2006 Exact RFP/Q complete procurement packet used and distributed by HC and for use for the 2014: "Engagement of Law Firm for the Collection of Delinquent Ad Valorem/Property Taxes and Other Related Services" for printing and distribution (10/01/14) to interested firms (as first ad published on 09-27-14); AND,

B. Applicable action on the following to approved org. RFP Procurement Packet contents: "Engagement of Law Firm for the Collection of Delinquent Ad Valorem/Property Taxes and Other Related Services":

1. Permit the inclusion to the RFP the "additional services" requested and explained by Hon. Paul Villarreal, Jr., HC-TAC at CC meeting of 09-09-14;

2. The inclusion of a draft form of agreement (reviewed & accepted by legal counsel) as the original 2006 RFP procurement packet did not contain said form of agreement.

3. Other additions, deletions or modifications, if any or applicable;

C. As directed by CC on 09-23-14, discussion and action for the designation, assignment or appointment of Grading/Scoring Committee of the responses received for the "Request for Proposal w/Qualifications (RFP/Q) procurement packet for the Engagement of Law Firm for the Collection of Delinquent Ad Valorem/Property Taxes and Other Related Services" project;

BACKGROUND

As stated previously, Mr. Valde Guerra will be the direct point of contact and overseer of this project. The Purchasing staff
assigned to this project are: Ms. Darlene Betancourt and Ms. Evangelina Garcia;
I as Purchasing Agent will be available if the Court wishes and deems appropriate to answer questions dealing with the Procurement Process but will not be involved in the distribution, contact with firms, responses, or any aspects of the process until the project is awarded by HCCC.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Hidalgo County does not expend funds on this project.

Attachments

RFP/Q PACKET

TAX OFFICE REQUEST FOR ADDITIONAL SERVICES

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/26/2014 02:30 PM
Budget & Management	Debbie Tamez	09/26/2014 03:00 PM
Manuel Chapa	Manuel Chapa	09/26/2014 04:38 PM
Auditor's Office	Monica Badillo	09/26/2014 05:46 PM

Form Started By: Darlene Betancourt Started On: 09/24/2014 04:42 PM

Final Approval Date: 09/26/2014

RFP/Q NO: 14-333-10-15	**CONTRACT'S MANAGER: VANGIE Y. GARCIA**	**TEL NO: (956) 318-2626**

REQUEST FOR PROPOSAL WITH QUALIFICATIONS

Hidalgo County
Edinburg, Texas

RFP/Q-DELINQUENT TAX COLLECTION SERVICES

October 15, 2014

Contact Person:

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

Form HCPD-04

LEGAL NOTICE **RFP/Q NO: 14-333-10-15-VYG**

1. Sealed Proposals with Qualifications will be received for**"Delinquent Tax Collection Services for Hidalgo County- RFP/Q ",** in accordance with the requirements attached hereto as Exhibit "A." RFP/Q's should address all requirements set forth. Submitters may suggest substitutions of features which they feel would be in the best interest of Hidalgo 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 RFP/Q.

2. One (1) original and ten (10) copies of all RFP/Q's are required, with the submitters 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, **"Request for Proposal with Qualifications-14-333-10-15-VYG- RFP/Q-Delinquent Tax Collection Services for Hidalgo County"** and in County's Purchasing Department, with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy. 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, October 15, 2014. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP/Q 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 Proposal with Qualifications-14-333-10-15-VYG- RFP/Q-Delinquent Tax Collection Services for Hidalgo County" .** Hidalgo County reserves the right to refuse and reject any/all RFP/Qs and to waive any/all formalities or technicalities, or to accept the RFP/Q considered the best and most advantageous to Hidalgo County. **WRITTEN QUESTIONS WILL BE ACCEPTED NO LATER THAN Wednesday, October 8, 2014**, at 5:00 p.m. Responses will be sent to all applicants via facsimile by **Friday, October 10, 2014. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

3. 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, Hidalgo County may elect to award the contract to the next-lowest responsible submitter, or to reject all RFP/Q'S and re-advertise.

4. A. For applicable: a) work to be performed, b) products to be provided, or c) services to be rendered at a Hidalgo County-owned or operated location, office, department or program each submitter shall, in its sole discretion and expense, visit the job site before preparing the RFP/Q and thoroughly familiarize himself/herself with existing conditions. Submitter should take field dimensions and note all circumstances which affect the RFP/Q; **See Exhibit A (contained herein)-SCOPE OF SERVICES, item #8 for further requirements.**

   B. There is no expressed or implied obligation for Hidalgo County to reimburse respondents for any expense incurred in preparing responses to this RFP/Q, and Hidalgo County will not reimburse anyone for these expenses.

5. No RFP/Q may be withdrawn within ninety (90) days from the scheduled time to accept RFP/Q's.

6. Any interpretations, amendments, corrections or changes to this RFP/Q document must be in a written addendum and signed by Hidalgo County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposal and Qualification . Submitters shall acknowledge receipt of all addenda as a part of their RFP/Q.

7. Hidalgo County reserves the right to accept or reject any or all RFP/Q's.

8. Hidalgo County is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.

9. If applicable, funds for this procurement have been provided through Hidalgo County budget for this fiscal year only. Hidalgo County on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County are insufficient to meet the liabilities of said contract. The award of an RFP/Q or contract hereunder will not be construed to create a debt by Hidalgo County which is payable out of funds beyond the current fiscal year.

10. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to Hidalgo County in order to establish an account with Hidalgo County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

11. DELIVERY INSTRUCTIONS (FOR APPLICABLE GOODS AND/OR PRODUCTS):

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Ramon V. Vela Jr,, Assistant Purchasing Agent, before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Contact: Vangie Y. Garcia, Contract's Manager
(956) 318-2626 or (956) 292-7000, Ext. 4856

12. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful submitter
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"RFP/Q-14-333-10-15-VYG-Delinquent Tax Collection Services-Hidalgo County"**
  e) Descriptive information as to the items **RFP/Q-Delinquent Tax Collection Services for Hidalgo County** or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Ray Eufracio, CPA
Hidalgo County Auditor's Office
100 E. Cano, 3rd Floor
Edinburg, TX 78539
(956) - 318-2511

13. Schedule of Events

RFP/Q Acceptance, 9:30 A.M.	**October 15, 2014**
Award of Contract, Anticipated/Projected	_____, 2014
Commence Work / Deliver Products/ Provide Services	_____, 2014

14. Bid or Performance Bond; 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 submitters 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.
- 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 Hidalgo 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 Hidalgo County, and, if applicable, the receipt by Hidalgo 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.

15. 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 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 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 Hidalgo 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 Hidalgo 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.

16. 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.

17. If, during the life of any contract or proposal awarded, the successful proposer's net prices/ fees 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 Hidalgo County.

18. 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.

19. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to Hidalgo 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.

20. Successful proposer will pay or cause to be paid, without cost or expenses to Hidalgo 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 proposer's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of Hidalgo County, including, but not limited to, benefits associated with County's civil service system.

21. 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 Hidalgo County with thirty (30) day's written notice prior to cancellation unless otherwise negotiated by mutual agreement by both parties under this RFP/Q.

22. Hidalgo 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 Hidalgo County in the event of breach or default by successful proposer; Hidalgo 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 all services in accordance with the requirements.

23. Successful proposer shall defend, indemnify and save harmless Hidalgo 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 Hidalgo 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 Hidalgo County growing out of such injury or damages, and shall, upon request, provide a defense to Hidalgo County by counsel reasonably acceptable to Hidalgo 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.

24. 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 Proposal and Qualifications shall be subject to Hidalgo 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 Hidalgo County. Items not picked up within one (1) week after notification shall be deemed a donation to Hidalgo County and may be used or disposed of at Hidalgo County's discretion and without waiver of any other rights of Hidalgo County as to the item's nonconformity.

25. 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.

26. 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 Hidalgo County.

27. 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.

28. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.

Request For Proposal And Qualifications
RFP/Q-Delinquent Tax Collection Services for Hidalgo County
RFP/Q NO: 14-333-10-15-VYG

October 15, 2014

To: Valde Guerra, Executive Officer to Hidalgo County Commissioners Court
Hidalgo County Purchasing Department
Attention: Darlene Betancourt, CPPB
Evangelina Garcia, Contract's Manager
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 submitter proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned submitter 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.

Submitter acknowledges receipt of all of the pages of the documents referenced in the Request For Proposal and Qualifications Checklist presented in connection with this procurement. Submitter understands that Hidalgo County reserves the right to reject any or all RFP/Q's and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Submitter 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 accepting RFP/Q's, as contained in the Requirements.

Respectfully submitted,

Submitter:_____

Address:_____

By:_____

Printed Name:_____

Title:_____

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR PROPOSAL WITH QUALIFICATIONS

RFP/Q- Delinquent Tax Collection Services-Hidalgo County
RFP/Q NO: 14-333-10-15-VYG

Hidalgo County is seeking proposals with qualifications for the provision of **Delinquent Tax Collection Services for Hidalgo County** from competent, interested and qualified legal firms/ vendors for the purpose of providing services. The Hidalgo County Purchasing Department will receive sealed envelopes containing proposal with qualifications for the provision of **"RFP/Q-Delinquent Tax Collection Services for Hidalgo County"** as specified herein. Proposal with qualifications will be accepted until **9:30 A.M., Wednesday, October 15, 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: **14-333-10-15-VYG**

US Postal Mail Address:
Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Hwy. 281
Edinburg, Texas 78539

Physical Address:
Vangie Y. Garcia, Contract's Manager
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.
RFP/Q No: 14-333-10-15-VYG

The following outlines the Request For Proposals with Qualifications:

SECTION I: GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:
Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding this proposal with qualifications be addressed to, Vangie Y. Garcia, Contract's Manager, Hidalgo County Purchasing Department New Administration Building at US Postal Mail Address at2812 S. Business Hwy. 281 or Physical Address of 2802 S. Business Hwy. 281, Edinburg, Texas 78539. **WRITTEN QUESTIONS WILL BE ACCEPTED BY FACSIMILE BY NO LATER THAN** Wednesday, October 8, 2014, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, October 10, 2014. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

PROPOSER=S AFFIDAVIT:
Respondents to this RFP/Q 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; 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 RFP/Q's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions of responses to RFP/Q's.

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 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 with 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(72) hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

PROPOSAL DELIVERY:
Hidalgo County requires submitters, when hand delivering Proposals with Qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFP/Q responses off. Please note that on the acceptance date the time indicated at the receptionist desk.

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 Commissioners Court of Hidalgo County.

ADDITIONAL INFORMATION TO TERMS AND CONDITIONS:

All costs and expenses associated with the preparation and submission of (bids, proposal and/or quotes) shall be the responsibility of the proposer and no reimbursements for such charges or expenses shall be passed onto Hidalgo County for: a) work to be performed, b) products to be provided, or c) services to be rendered at a Hidalgo County-owned or operated location, office department or program each submitter shall, in its sole discretion, visit the job site before preparing the RFP/Q and thoroughly familiarize himself/herself with existing conditions. Submitter should take field dimensions and note all circumstances which affect the RFP/Q.

SECTION II: RFP/Q REQUIREMENTS

Request For Proposals with 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 Hidalgo County limitations will result in disqualification of the submitted RFP/Q. A total of **one (1) original and ten (10) copies** of the RFP/Q shall be submitted to the address on the cover letter.

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. Hidalgo County and the Tax Assessor-Collector's office shall furnish all necessary delinquent tax information to the awarded vendor on all property within the boundaries of Hidalgo County. The awarded vendor shall determine the name, identity and location of necessary parties and procure necessary legal descriptions of property and recover the costs of obtaining such information.

Firm Qualifications:

The County of Hidalgo is seeking to contract with a competent law firm(s), registered and licensed to practice in the State of Texas, that has had experience in, but not limited to, the following areas:

1. Collection of Delinquent Taxes, Penalty and Interest
2. Delinquent Tax Collection Litigation Program
3. Delinquent Tax Collection Involving Bankruptcy Cases

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, the AMERICAN BAR ASSOCIATION, etc.. The law firm(s) must add copies of their Professional Liability Insurance.

SCOPE OF SERVICES: The legal services contract will encompass all project-related legal services to the County of Hidalgo including, but not limited to, the following:

1. Enforcing by suit, or otherwise, the collection of all delinquent taxes, penalty and interest, both at the onset and over a sustained period of time.
2. Preparing delinquent tax reports and updates based on data provided by the County.
3. Preparing and sending such notices to delinquent taxpayers to foreclose tax liens and otherwise facilitate collection of delinquent taxes for a minimum of nine (9) times per year, including the Title I. Property Tax Code, Chapter 33. Delinquency, ' 33.48. Recovery of Costs and Expenses Notice.
4. Advising the County on legal issues that arise in the process of delinquent tax collection and any other legal services offered.
5. Filing claims and participating in bankruptcy cases involving delinquent taxpayers. Bankruptcy, cost for services out of state or in other areas of the state.
6. Providing such additional services as Commissioners' Court and the Tax Assessor-Collector may deem advisable to expedite the collection of delinquent taxes.
7. Providing automated data processing services in:
    a. Delinquent account collections
    b. Follow-up notification on delinquent accounts
    c. Suit filing
    d. Reporting for accountability and statistics
    e. Describe skip tracing processes including returned mail.
8. Indicate all interfacing and timing that will occur with Hidalgo County in terms of information to be supplied through printouts or computer tapes. Indicate ability to interface with Hidalgo County=s Tax Office internal data processing systems. Indicate what type of input and in what format can your system accept. Firm's predefined input requirements must be adapted based on Hidalgo County's Tax Office capabilities and limitations.

Qualifications include, but may not be limited to the following:

Size of Law Firm
A law firm qualified to do business in the State of Texas.
Delinquent ad valorem tax collections experience; number of years.
Firm must clearly demonstrate the:

1. ability to provide immediate and consistent efforts in collections of delinquent taxes, penalty and interest;
2. quality and success of its litigation program;
3. results of its delinquent taxes, penalty and interest collections, with other Texas entities, including counties;
4. quality of its data processing services and on-line Tax Office support capabilities;
5. ability to handle thousands of accounts at one time; availability of attorneys and support staff; the overall personnel resources to support the County's program.

Firm must have at least five (5) years of experience in delinquent tax collections in the area (and demonstrate an understanding of the regional issues that impact tax collections) and must provide:

1. an organizational chart of it's collection management team (Project Team), including their responsibilities, office locations, and biographies demonstrating strengths in this area of collections.
2. a proposed Work Plan, which includes the efforts that the Agency proposes to locate defendants and to collect the taxes, penalty and interest. Describe the following:
   i. Tax Suit (and pre-suit) processes;
   ii. Tax Sales process
   iii. Tax Seizures process and samples, if available.
3. a proposed plan for telephone collections, including both outgoing and incoming phone calls, having bilingual collectors available.
4. A listing of County references/clients/accounts comparable to the size of Hidalgo County.

Firm must propose how payments of taxes, penalty and interest are to be handled.
Delinquent tax collection procedures and tax collection rates.
Procedures for filing law suits and state how these are monitored.
Number of current/ongoing contracts with taxing jurisdictions.
The fee structure should be based upon its experience and proposed efforts (include a sample contract). Fee and Sample Contract must be in accordance with the applicable law addressing attorneys representing taxing units.
Identify all local community involvement and any professional affiliations or organizations your personnel are involved with.
Local office resources/history.
Any state/national recognition or awards.

The Law Firm shall use diligence, reasonable and ethical methods, and employ lawful means to effect the collection of Hidalgo County's delinquent taxes.

TERM OF CONTRACT:
The contract term shall be for a two (2) year term, with the County's option to renew for an additional one (1) year term OR an additional one (1) - two (2) year term, under the same fees, terms and conditions.

Hidalgo County reserves the right to continue this contract for an additional ninety (90) day Grace Period at the end of the contract under the same rates, terms and conditions for unforseen delay during the procurement process.

NUMBER OF COPIES TO BE SUBMITTED:
Hidalgo County requires **one (1) original submittal and ten (10) copies**.

PART III: SELECTION AND SCHEDULES

SELECTION PROCEDURES:
The RFP/Q shall be submitted according to the schedule below.

Proposal Ranking:
Hidalgo County Commissioners Court may appoint or designate a Committee to score and evaluate the written RFP/Qs. Firms may be asked to provide additional information for clarification purposes based on the information provided within the Proposal Response. Thereafter, Hidalgo County Commissioners Court will finalize the evaluation and rank the respondents based upon their presentations to the Court.

Negotiation Process:
One finalist will be selected for the negotiation phase of the Request for Proposal/Qualification process. The law firm shall be compensated by the County on an agreed upon flat fee. No commission fees will be allowed. If negotiations prove unsuccessful with the number one ranked firm, the next highest ranked firm will be contacted. The County of Hidalgo reserves the right to reject any and all RFP/Qs.

Any contract awarded to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered, or (c) terminated by Hidalgo County with thirty (30) day's written notice prior to cancellation unless otherwise negotiated and agreed to by both parties as part of the finalized and negotiated contract.

PROPOSAL SUBMITTED TO: An original and ten (10) copies of RFP/Q's should be submitted to:

Attn: Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 78539

RFP/Q's must be submitted by **no later than 9:30 a.m. on Wednesday, October 15, 2014.**

EVALUATION:
The evaluation system consists of a 100-point system. The Proposer's will be ranked after evaluation. Categories under the 100-point system include response to RFP/Q. RFP/Q submittal evaluation will be based on the criteria outlined in Exhibit B.

EXHIBIT B
SELECTION CRITERIA

HIDALGO COUNTY
REQUEST FOR PROPOSAL AND QUALIFICATIONS

RFP/Q- Delinquent Tax Collection Services-Hidalgo County
14-333-10-15-VYG

RFP&Q EVALUATION CRITERIA

The submitter's RFP&Q will be evaluated based on the criteria presented below factoring in the responses and information provided in the Requirements section. These criteria will be scored on the scales shown on the enclosed "RFP&Q Evaluation Form."

1. Staffing of Project Team (20)

The firm should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualification to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, or other clients as stated in the Request For Proposal and Qualifications (RFP&Q). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, similar projects for comparative purposes shall be included in an appendix.

2. Experience of Project Team/Ability to Commit Resources (20)

The provider shall designate experienced tax collection and legal 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.

3. Methodology (20)

The RFP&Q should provide a description of the firm=s approach to the methodology and management to the scope of services for the project.

4. Understanding of Project/Similar Projects (20)

The proposal should conform to the requirements of Section 6.30 of the Texas Property Tax Code and include the following:

* demonstrate an understanding of the scope of services
* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

The firm should provide as much background information as to it=s experience in providing similar services to City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. Fees (10)

Fee schedule should be based in firms proposed efforts in complying and providing all ADelinquent Tax Collection Services@ as set forth by Hidalgo County in this RFP/Q.

6. Presentation to Commissioners Court (10)

The firms meeting all the requirements and receiving the highest scores on the categories above will be invited to make a presentation to Commissioners= Court and will be graded accordingly.

EVALUATION FORM
HIDALGO COUNTY
RFP&Q
Delinquent Tax Collection Services

	Selection Criteria	Max. Points		Score
1.	Staffing of Project Team	(20)	=	( )
2.	Experience of Project Team Ability to Commit Resources	(20)	=	( )
3.	Methodology	(20)	=	( )
4.	Understanding of Project/Similar Projects	(20)	=	( )
5.	Fees	(10)	=	( )
	Sub-total	**90%**	**Sub-total Score**	_____
6.	Presentation to Commissioners= Court	(10)	=	( )
	Total	100%	**Total Score**	_____

Provider: _____

Evaluator:

_____ Date: _____

Notes/Comments:

_____

_____

_____

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

del att (2)

From : Eva Mireles <eva.mireles@hidalgocountytax.org> Wed, Aug 13, 2014 10:53 AM

Subject : del att (2)

To : evangelina garcia <evangelina.garcia@co.hidalgo.tx.us> 1 attachment

Cc : Paul Villarreal <paul.villarreal@hidalgocountytax.org>, Neida Chavana <neida.chavana@hidalgocountytax.org>, Ferny Cantu <ferny@hidalgocountytax.org>, Julio Espinosa <julio.espinosa@hidalgocountytax.org>

These are the only changes we are making. Please let me know if you have any further questions.

Thanks

Eva Mireles
Chief Deputy
Hidalgo County Tax Office
(956)289-7469 office
(956)318-0414 fax
eva.mireles@hidalgocountytax.org

del att (2).docx
18 KB

1. Enforcing by suit, or otherwise, the collection of all delinquent taxes, penalty and interest, both at the onset and over a sustained period of time.
2. Preparing delinquent tax reports and updates based on data provided by the County.
3. Preparing and sending such notices to delinquent taxpayers to foreclose tax liens and otherwise facilitate collection of delinquent taxes for a minimum of nine (9) times per year, including:
   a. Title I. Property Tax Code, 33.48. Recovery ofCosts and Expenses Notice. 33.48 statement will include the Tax Assessor/Collector name and address but will contain the Law Firm's telephone number in large print. Image Copies and listing for coding of all 33.48 statements will be given to County Tax Office for archiving.
   b. Title 1. Property Tax Code, 33.11. Early Additional Penalty for Collection Costs for Taxes Imposed on Personal Property. 33.11 statement will include the Tax Assessor/Collector's name and address but will contain the Law Firm's telephone number in large print. Image Copies and listing for coding of all 33.11 statements will be given to County Tax Office for archiving.
   c. Title 1. Property Tax Code, 33.07. Additional Penalty for Collection Costs for Taxes Due Before June 1. 33.07 statement will include the Tax Assessor/Collector name and address but will contain the Law Firm's telephone number in large print. Image Copies and listing for coding of all 33.07 statements will be given to County Tax Office for archiving.
   d. Remaining Law Firm Mail outs will contain the Law Firm's mailing address and phone number. Image Copies and listing for coding of all Law Firm Mail Outs will be given to County Tax Office for archiving.

4. Advising the County on legal issues that arise in the process of delinquent tax collection and any other legal services offered.
5. Filing claims and participating in bankruptcy cases involving delinquent taxpayers. Bankruptcy, cost for services out of state or in other areas of the state.
6. Providing such additional services as Commissioners' Court and the Tax Assessor-Collector may deem advisable to expedite the collection of delinquent taxes.In addition to:
   a. Access will be given for Law Firm to code its own accounts with JUDGEMENTS, SUITS, BANCRUPTCY,_____, and to upload supporting documentation for such coded accounts.

7. Providing automated data processing servicesin:
   a. Delinquent account collections
      (1.) Receive delinquent account information in flat file format to be used in mass mail outs to taxpayers as required by County.
      (2.) Submit flat file to County for automated property tax payments as required by County.
   b. Follow-up notification on delinquent accounts
   c. Suit filing
   d. Reporting for accountability and statistics
   e. Describe skip tracing processes including returned mail.
8. Indicate all interfacing and timing that will occur with Hidalgo County in terms of information to be supplied through printouts or computer tapes. Indicate ability to interface with Hidalgo County=s Tax Office internal data processing systems. Indicate what type of

input and in what format can your system accept. Firm=s predefined input requirements must be adapted based on Hidalgo County=s Tax Office capabilities and limitations.

Qualifications include, but may not be limited to the following:

Size of Law Firm
A law firm qualified to do business in the State of Texas.
Delinquent ad valorem tax collections experience; number of years.
Firm must clearly demonstrate the:

1. ability to provide immediate and consistent efforts in collections of delinquent taxes, penalty and interest;
2. quality and success of its litigation program;
3. results of its delinquent taxes, penalty and interest collections, with other Texas entities, including counties;
4. quality of its data processing services and on-line Tax Office support capabilities;
5. ability to handle thousands of accounts at one time; availability of attorneys and support staff; the overall personnel resources to support the County=s program.

Firm must have at least five (5) years of experience in delinquent tax collections in the area (and demonstrate an understanding of the regional issues that impact tax collections) and must provide:

AI-46519 **Purchasing Department** **20. A. 2.**

CC - REGULAR

Meeting Date: 09/30/2014

Submitted For: Martha L. Salazar, HC-PA **Submitted By:** Sandy Suarez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of the responsible vendor submitting the lowest and best bid (as detailed in tabulation sheet contained herein & meeting all specifications and/or requirements) for the purpose of award and approval of contract for: RFB titled: Hidalgo County-"CRS-2 (Cationic Rapid Setting) Emulsified Asphalt" through project No.: 2014-315-09-03-SGS.

BACKGROUND

1. Contract will commence upon approval of Commissioner's Court.
2. Contract document was reviewed and approved by Legal Counsel as to form.
3. Recommended award to Ergon Asphalt & Emulsions, Inc. Project will be on an "As Needed Basis"

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:

Pct 1 $250.56 as of 09/26/14.

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-123-005-0-673

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

BUDGETARY IMPACT:

Pct 3 $52,407.95 as of 09/26/14

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-124-007-0-673

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

BUDGETARY IMPACT:

Pct 4 $8,659.49 as of 09/26/14.

Attachments

Recommendation, tab , participation log

Legal review

Contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/24/2014 11:56 AM

Budget & Management	Debbie Tamez	09/24/2014 02:06 PM
Glinda Pacheco	Glinda Pacheco	09/26/2014 11:37 AM
Auditor's Office	Monica Badillo	09/26/2014 05:46 PM

Form Started By: Sandy Suarez Started On: 09/15/2014 04:48 PM

Final Approval Date: 09/26/2014

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

MEMORANDUM

Date: September 03, 2014

TO: Hon. A. C. Cuellar, Jr., Commissioner
Hidalgo County Precinct No. 1
Attn: Raul Lozano

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
Attn: Mr. Saul Ramirez / Norma Ceballos

TO: Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4
Attn: Marcos Lopez / Gloria Beltran

From: Sandy Suarez[ss], Buyer II
Hidalgo County Purchasing Dept.

RE: BID AWARD RECOMMENDATION/CONCURRENCE REQUEST
Bid No. 2014-315-09-03-SGS-Hidalgo County (All Funding Sources, Programs & Entities)-"CRS-2 Emulsified Asphalt"

We received **three (3) bid responses** for the above referenced project. Enclosed you will find the copy of the Tabulation sheet and along with copies of the Bid responses for your review and recommendation

Please acknowledge by signing below, of your recommendation/concurrence to award to the lowest bidder meeting all specifications/requirements and **return** to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 or email: sandy.suarez@co.hidalgo.tx.us by no later than Thursday, September 10, 2014 @10:00 A.M. in order to place this item on the agenda for next proposed Commissioners Court Meeting, Tuesday, October 07, 2014.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4860

Please indicate below, the Vendor name and the Account number to be utilized for this project.

COMMENTS/CONCERNS:
Ergon Asphalt

BUDGET ACCOUNT #: 4-1200-432-00-121-005-0-673

Authorized Signature	Printed Name	Department	Date
	Raul Lozano	Pct. 1	9/8/14

Enclosures

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Please indicate below, the Vendor name and the Account number to be utilized for this project.

COMMENTS/CONCERNS:

Lowest Bidder Elgin Asphalt

BUDGET ACCOUNT #: 4-1200-431-00-123-005-0-673

Authorized Signature	Printed Name	Department	Date
	Joe M. Flores	Pct #3	9/5/14

Enclosures

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
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If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4860

Please indicate below, the Vendor name and the Account number to be utilized for this project.

COMMENTS/CONCERNS:

Ergon Asphalt + Emulsions Inc.

BUDGET ACCOUNT #: 4-1200-431-00-124-007-0-673

Authorized Signature	Printed Name	Department	Date
	Roman Rodriguez	Road & Bridge	9/12/14

Enclosures

HIDALGO COUNTY PURCHASING DEPARTMENT
TABULATION SHEET

DEPARTMENTS NAME: HIDALGO COUNTY(ALL FUNDING SOURCES, PROGRAMS AND ENITITIES)

BID OPENING: September 3, 2014	**OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: RFB "CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"
BID NO. 2014-315-09-03-SGS

PRICE PER GALLON (FREIGHT INCLUDED) -ON AN "AS NEEDED BASIS"

	LOADS PER GALLON	UP TO 1000	1001 TO 2000	2001 TO 3000	3001 TO 4000	4001 TO 5000	ADDITIONAL COST (SPECIFY)
	VENDOR						
1	***ERGON ASPHALT*** ***Corpus Christi, Tx.***	$ 3.3118 Per Gallon (freight included)	2.7809 Per Gallon (freight included)	$ 2.6073 Per Gallon (freight included)	$ 2.5154 Per Gallon (freight included)	$ 2.4664 Per Gallon (freight included)	$ 80.00 DEMURRAGE: (After 2 hrs.)
2	***CLEVELAND ASPHALT*** ***Shepard, TX.***	N /B Per Gallon (freight included)	$ 4.2024 Per Gallon (freight included)	$ 3.1767 Per Gallon (freight included)	$ 2.8346 Per Gallon (freight included)	$ 2.6613 Per Gallon (freight included)	$ 80.00 DEMURRAGE: (After 2 hrs.)
3	***MARTIN ASPHALT*** ***Houston, TX.***	N / B Per Gallon (freight included)	N / B Per Gallon (freight included)	N / B Per Gallon (freight included)	$ 3.25 Per Gallon (freight included)	$ 2.90 Per Gallon (freight included)	$ 60.00 DEMURRAGE: (After 2 hrs.)

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

RFB-RFP-RFQ

BID OPENING DATE: SEPTEMBER 03, 2014 **BID OPENING TIME: 9:30 A.M**

DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY (All Sources, Programs and Entities)"CRS-2(CATIONIC RAPID SETTING) EMULSFIED ASPHALT

BID NO: 2014-315-09-03-SGS

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST VIA*	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.s
1.) Martin Asphalt, Co. Inc. Attn: Jack Nimmo	e-mail	Sandy Suarez	08/18/14	3 RIVERWAY STE# 400 HOUSTON, TX. 77056 Ph# 800-662-0987 Fax# 800-552-2415 D#713-350-6849 jnimmo@martinmlp.com
3.) Ergon A & E Inc. Attn: David Kopp	e-mail	Sandy Suarez	08/18/14	6746 Up River Rd. Corpus Christi, TX. 78409 P#830-708-6647 david.kopp@ergon.com
4.) Construction Data Company CDC/Bidtool Attn. Laura Cobb	e-mail	Sandy Suarez	08/18/14	One Oakbrook Terrace Ste. 510 Oak Brook Terrace, Il. 60181 P#512-634-5633 Fax#866-714-9554 plans@cdcnews.com or lcobb@cdcnews.com
5.) Vaquero Enterprises Attn: Mr. LeRoy Soliz	e-mail	Sandy Suarez	08/18/14	426 St Thomas Dr Laredo, Texas 78045 (956) 236-2411 vaquero.soliz@yahoo.com
7.) Jonathan Winkelman	e-mail	Sandy Suarez	08/18/14	Jonathan.winkelman@gmail.com
8.) Martin Midstream Mega Lubricates J Hernandez	e-mail	Sandy Suarez	08/18/14	3 RIVERWAY STE# 400 HOUSTON, TX. 77056 Ph# 800-662-0987 Fax# 800-552-2415 jhernandez@martinmlp.com
9) Cleveland Asphalts	e-mail	Sandy Suarez	08/18/14	100 Asphalt Lane Shepard, TX. 77371 Ph#800-334-0177 capcoasphalt@msn.com
10) Virtual Builders Exchange Jeannette Olguin	EM	Sandy Suarez	08/18/14	***4047 Naco Perrin Ste. 100*** ***San Antonio, TX 78217*** ***P#: 210.564.6900 f#: 210.564.6902*** ***direct: 210.918.1124*** ***jeannette@virtualbx.com***

11) Prime Vendor Inc. Kimberly Doumit	e-mail	Sandy Suarez	08/18/14	4622 Cedar Avenue Wilmington NC 28403 Phone: 800-746-9554 Fax: 800-746-8307 Bids20@prime-vendor.com
12) CADCon Corp Oscar A. Chavez capcoasphalt@msn.com	e-mail	Sandy Suarez	08/18/14	1424 Mckinley St. Brownsville, Tx. 78521 C: (956)-909-6659

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)

RE: C-14-315-09-30-CRS -2 Emulsified Asphalt

From : Steve Crain <scrain@atlashall.com> Tue, Sep 23, 2014 07:20 AM
Subject : RE: C-14-315-09-30-CRS -2 Emulsified Asphalt
To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

The contract is fine.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Monday, September 22, 2014 4:44 PM
To: Steve Crain
Subject: C-14-315-09-30-CRS -2 Emulsified Asphalt

Mr. Crain:

Can you 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

REQUIREMENTS AGREEMENT
C-14-315-09-30

THIS AGREEMENT (the "Agreement") is entered into effective as of the 30th day of **September, 2014** by and between Ergon Asphalt & Emulsions, Inc. ("Seller") and Hidalgo County, Texas ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** for the **"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT" (on an as needed basis),** (the "Product") for **HIDALGO COUNTY**, as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **six (6) months** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and 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 and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by reference, that Buyer may require for use by Buyer in Hidalgo County projects for a period of a **six (6) months** with the County's option to extend/renew for an additional six (6) months period under the same rates, terms and conditions. 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 in award of new bid for the next contract term. This Contract shall commence on **September 30, 2014** and expire on **March 29, 2015** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

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. 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 South Closner, Suite J
Edinburg, Texas 78539

If to Seller:

Ergon Asphalt & Emulsions, Inc.
Attention: R.M. McKemie, Vice President
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. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **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.

h. **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.

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

j. **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.

k. **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

l. **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.

m. **Insurance.** Company shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp.

1996).

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore 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.

p. Immunities. Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any soverign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

EXECUTED effective as of the day and year first above written.

Approved By Commissioners Court: _____, 2014

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By: _____
Stephen L. Crain

COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

COMPANY:

By:_____
Printed Name: _____
Title: _____

EXHIBIT "A"

REQUEST FOR SEALED BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

August 18, 2014

Bidder's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY (ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)**
Request for Bids -**"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"**
Bid No: 2014-315-09-03-SGS

Dear Respondents:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department (956)318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR BIDS (RFB)

TABLE OF CONTENTS

HIDALGO COUNTY

(All Funding Sources, Programs & Entities)

"CRS-2 (Cationic Rapid Setting) Emulsified Asphalt"

RFB NO: 2014-315-09-03-SGS

Item	Description	No. of Pages
1.	Request for Bid Letter	1
2.	Request for Bid, Legal Notice	8
3.	Exhibit A, Specifications/Requirements	5
4.	Exhibit B, Bid Page	1
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Vendor/Bidder Application and W-9 form	6
8.	Certification Regarding Debarment	1
9.	Draft Requirements Agreement	8

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

August 18, 2014
Date

LEGAL NOTICE

REQUEST FOR BIDS

Hidalgo County
(All funding services, programs & entities)

"CRS-2 (Cationic Rapid Setting)
EMULSIFIED ASPHALT"

RFB No.: 2014-315-09-03-SGS

Bid No: 2014-315-09-03-SGS	Buyer: Sandy Suarez	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY

(All Funding Sources, Programs & Entities)

"CRS-2(Cationic Rapid Setting) EMULSIFIED ASPHALT"

BID OPENING DATE: SEPTEMBER 03, 2014 @ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Highway 281 – New Administration Building
Edinburg, Texas 78539

1. Sealed bids will be received for **"HIDALGO COUNTY (All Funding Sources, Programs & Entities)-"CRS-2 (Cationic Rapid Setting) EMULSIFIED ASPHALT"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation fr om the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2014-315-09-03-SGS- HIDALGO COUNTY (All Funding Sources, Programs & Entities)-" CRS-2 (Cationic Rapid Setting) EMULSIFIED ASPHALT"** in County's Purchasing Department, 2802 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, SEPTEMBER 03, 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-2014-315-09-03-SGS-HIDALGO COUNTY (All Funding Sources, Programs & Entities) CRS-2 (Cationic Rapid Setting) EMULSIFIED ASPHALT"
   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:

a) Name and address of successful bidder
b) Name and address of receiving department or official
c) Purchase Order Number and Contract Number (if any)
d) Notation **"HIDALGO COUNTY (All Funding Sources, Programs & Entities)-"CRS-2 (Cationic Rapid Setting) Emulsified Asphalt"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.\

Contract Number must be indicated on all invoices.

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, County Auditor
2808 S. Business Hwy. 281
Edinburg, Texas 78539

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 AM	**SEPTEMBER 03, 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 to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material,

workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY
(All Funding Sources, Programs & Entities)
"CRS-2 (Cationic Rapid Setting) EMULSIFIED ASPHALT"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 281 – New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

REQUEST FOR BIDS

Hidalgo County
(All funding services, programs & entities)

"CRS-2 (Cationic Rapid Setting)
EMULSIFIED ASPHALT"

RFB No.: 2014-315-09-03-SGS

EXHIBIT "A"

HIDALGO COUNTY

(ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)

"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"

BID NO.: 2014-315-09-03-SGS

1. SPECIFICATIONS:

INFORMATION/ INSTRUCTIONS TO BIDDERS:

The purchase of **CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT** will be only on an **"As Needed Basis"** by Hidalgo County, (All funding sources, i.e. CIP, CAP and Rd & Bridge, etc).

- **MATERIAL:** CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT
- **INCREMENTS:** BID PRICE SHOULD BE IN INCREMENTS OF 1,000 UP TO 5,000 GALLONS
- **SPECIAL CONDITIONS:** BID PRICE BY THE GALLON (FREIGHT TO BE INCLUDED). VENDOR MUST SUPPLY PUMP AND HOSE (FOR UNLOADING).

SAMPLE -Enter Bid amount on Exhibit "B"- Bid Page

QUANITY (ONLY ON AN AS NEEDED BASIS)	DELIVERED PRICE AMOUNT	ADDITIONAL COST (SPECIFY)
LOADS OF 1000 GALLONS OR LESS	$_____PER GAL. (FREIGHT INCLUDED)	Demurrage -after 2 hours: $
LOADS OF 1,001 TO 2,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	Demurrage -after 2 hours: $
LOADS OF 2,001 TO 3,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	Demurrage -after 2 hours: $
LOADS OF 3,001 TO 4,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	Demurrage -after 2 hours: $
LOADS OF 4,001 TO 5,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	Demurrage -after 2 hours: $

LOCATIONS, CONTACTS AND DELIVERY INSTRUCTIONS:

PRECINCT NO. 1	PRECINCT NO. 3	PRECINCT NO. 4
MILE 11 N. and 1 ½ miles W. from FM 1015 Sunrise Hill Park Weslaco, TX. 78596	7 Mile line and Iowa Rd. Mission, TX. 78572	1051 N. Doolittle Edinburg, TX. 78542
CONTACT:	**CONTACT:**	**CONTACT:**
Katia Garcia (956) 968-8733	Saul Ramirez, Field Operations Director (956) 585-4509	Marco Lopez, Chief Administrator (956) 383-3112

- Delivery hours will be arranged with the Precincts when requiring **CRS-2 (Cationic Rapid Setting) Emulsified Asphalt.** Hidalgo County reserves the right to add or delete locations (pits) throughout the contract term.

2. REQUIREMENTS:

- The successful bidder shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by an authorized agent of the Hidalgo County Purchasing Department.
- The successful bidder agrees to abide by all applicable state laws, regulations and be incompliance with all OSHA and TXDOT regulations and requirements.
- Bidder will provide all labor, machinery and equipment, tools and materials required to render services.

3. TERMS & CONDITIONS:

1. The contract term will be for a period of six (6) months with County's option to extend the contract for additional six (6) months based on performance, evaluation and contingent upon terms, conditions and cost remaining unchanged, and/or sixty (60) day grace period at the end of the contract for unforeseen delays on subsequent contract award. It is agreed and understood that Hidalgo County will purchase no more material than is needed. **Prices must remain firm** during the contract period unless modifications are agreed and approved by Hidalgo County Commissioner's Court.

2. County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

3. Hidalgo County reserves the right to award the bid to ONE or MULTIPLE bidders, if the County determines it is in its best interest to do so.

4. The Contract for the material shall remain in effect until **a)** contract expires, **b)** delivery/completion of services ordered , **c)** terminated by either party with a thirty (30) day written notice prior to any cancellation. The successful bidder must state in writing the reasons for such cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.

5. Insurance requirements must be met and a copy of the Certificate of Insurance (Acord form) must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder. Insurance requirements for this project to be maintained throughout the contract term.(refer to insurance requirements in ("Exhibit C")

6. After bid is awarded and low bidder(s) default in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County the right to seek services from the next low bidder. In such event, the County shall charge the successful bidder the difference for any additional cost of such item

7. In the event the material furnished does not meet the County's requirements (regardless of weather, test acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for unused portion of material found to be unsatisfactory.

8. Hidalgo County reserves the right to seek purchases for **"CRS-2 (Cationic Rapid Setting) Emulsified Asphalt"** from state awarded venders, whenever it is in the best interest of the County to do so.

9. **All cost and expenses associated with the preparation and submission of (bids, proposals, statements of qualifications (RFQ) and quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.**

10. Bidder(s) have been in business for at least two (2) years.

11. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

12. Bidder(s) agrees that to the extent an item is unavailable from Bidders(s) own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County.

14. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)

15. The bidder awarded the contract shall not engage the services of a subcontractor without prior written consent of Hidalgo County. When requesting written consent from Hidalgo County to retain a subcontractor to perform services hereunder the successful bidder must present evidence and submit to the County that the successful bidder and the proposed subcontractor possess all necessary licenses and permits to perform the services described herein and that the successful bidder and the proposed subcontractor have obtained and submitted the required insurance coverage and policies as required by Hidalgo County.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

EXHIBIT "A"

HIDALGO COUNTY

(ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)

"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"

BID NO.: 2014-315-09-03-SGS

ADDITONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to: Martha L. Salazar, Purchasing Agent, Attn: Sandy Suarez, 2812 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956)318-2629 or (956)292-7612 OR VIA E-MAIL TO: sandy.suarez@co.hidalgo.tx.us by NO LATER THAN, Wednesday, August 27, 2014 at 5:00 p.m. Responses will be sent to all applicants via e-mail by no later than, no later than Friday, August 29, 2014 at 5:00 p.m.

EXHIBIT "B"

BID PAGE

REQUEST FOR BIDS

Hidalgo County
(All funding services, programs & entities)

"CRS-2 (Cationic Rapid Setting)
EMULSIFIED ASPHALT"

RFB No.: 2014-315-09-03-SGS

EXHIBIT "B"

HIDALGO COUNTY
(ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)
"CRS-2 (CATIONIC RAPID SETTING) EMULSFIED ASPHALT"
BID NO.: 2014-315-09-03-SGS
BID PAGE

Vendor must thoroughly fill in each section of the Bid Page ("Exhibit B") if applicable. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)

Bid Price by the Gallon (Freight to Be Included). Vendor Must Supply Pump and Hose (For Unloading)

QUANITY (Only On An As Needed Basis)	DELIVERED PRICE AMOUNT	ADDITIONAL COST (SPECIFY)
LOADS OF 1000 GALLONS OR LESS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE AFTER 2 HOURS: $
LOADS OF 1,001 TO 2,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE AFTER 2 HOURS $
LOADS OF 2,001 TO 3,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE AFTER 2 HOURS $
LOADS OF 3,001 TO 4,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE AFTER 2 HOURS $
LOADS OF 4,001 TO 5,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE AFTER 2 HOURS $

Internal Use Only: NIGP Commodity Code: 745-08

Bidder's Information:

Bidder/Company Name:_____

Address: _____

City/State/Zip Code:_____

Phone & Fax No.'s:_____

Cell Phone:_____

Authorized Signature:_____

Printed Name:_____

Title:_____

EXHIBIT "C"

INSURANCE REQUIREMENTS

REQUEST FOR BIDS

Hidalgo County
(All funding services, programs & entities)

"CRS-2 (Cationic Rapid Setting)
EMULSIFIED ASPHALT"

RFB No.: 2014-315-09-03-SGS

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY ☐ 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 EXP (Any one person)	$
					PERS & ADV INJURY	$
					GEN'L AGGREGATE	$
					PRODUCTS – 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 OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU- TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioner's Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met; see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CIQ FORM
CONFLICT OF INTEREST QUESTIONNAIRE

REQUEST FOR BIDS

Hidalgo County
(All funding services, programs & entities)

"CRS-2 (Cationic Rapid Setting)
EMULSIFIED ASPHALT"

RFB No.: 2014-315-09-03-SGS

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

VENDOR'S APPLICATION & W-9 FORM

REQUEST FOR BIDS

Hidalgo County
(All funding services, programs & entities)

"CRS-2 (Cationic Rapid Setting)
EMULSIFIED ASPHALT"

RFB No.: 2014-315-09-03-SGS

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business:_____ **Disadvantaged Business (At Least 51% Ownership)**

- ☐ Less than 125,000 annual gross receipt
- ☐ Less than 250,000 annual gross receipt
- ☐ Less than 499,000 annual gross receipt
- ☐ More than 500,000 annual gross receipt

- ☐ Black American
- ☐ Hispanic American
- ☐ Asian Pacific American

- ☐ Native American
- ☐ Women
- ☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____ **Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

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), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, 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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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, give the requester the appropriate completed Form W-8 or Form 8233.

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, payments made in settlement of payment card and third party network transactions, 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 *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

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. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). 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 should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. 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, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. 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 U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. 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, as appropriate. 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 U.S. 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 U.S. 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.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. 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. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that 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

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—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 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[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.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

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, apply for a TIN and 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 U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below 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 code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, 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. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CERTIFICATION REGARDING DEBARMENT

REQUEST FOR BIDS

Hidalgo County
(All funding services, programs & entities)

"CRS-2 (Cationic Rapid Setting)
EMULSIFIED ASPHALT"

RFB No.: 2014-315-09-03-SGS

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

BID PAGE

EXHIBIT "B"

HIDALGO COUNTY
(ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)
"CRS-2 (CATIONIC RAPID SETTING) EMULSFIED ASPHALT"
BID NO.: 2014-315-09-03-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)

QUANTITY (Only On An As Needed Basis)	DELIVERED PRICE AMOUNT	ADDITIONAL COST (SPECIFY)
LOADS OF 1000 GALLONS OR LESS	$ 3.3118 PER GAL. (FREIGHT INCLUDED)	DEMURRAGE AFTER 2 HOURS: $80.00/HOUR
LOADS OF 1,001 TO 2,000 GALLONS	$ 2.7809 PER GAL. (FREIGHT INCLUDED)	DEMURRAGE AFTER 2 HOURS $80.00/HOUR
LOADS OF 2,001 TO 3,000 GALLONS	$ 2.6073 PER GAL. (FREIGHT INCLUDED)	DEMURRAGE AFTER 2 HOURS $80.00/HOUR
LOADS OF 3,001 TO 4,000 GALLONS	$ 2.5154 PER GAL. (FREIGHT INCLUDED)	DEMURRAGE AFTER 2 HOURS $80.00/HOUR
LOADS OF 4,001 TO 5,000 GALLONS	$ 2.4664 PER GAL. (FREIGHT INCLUDED)	DEMURRAGE AFTER 2 HOURS $80.00/HOUR

Internal Use Only: NIGP Commodity Code: 745-08

Bidder's Information:

Bidder/Company Name: ERGON ASPHALT & EMULSIONS, INC.

Address: 11612 RM 2244, BUILDING 1, SUITE 250

City/State/Zip Code: AUSTIN, TEXAS 78738

Phone & Fax No.'s: (512) 469-9292 / (512) 469-0391 FAX

Cell Phone: (830) 708-6647 -- DAVID C. KOPP, AREA SALES MANAGER

Authorized Signature: R M McKemie

Printed Name: R. M. McKEMIE

Title: VICE PRESIDENT

OPENED
9/3/14
9:50 AM
Witnessed

EXHIBIT "C"

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/24/2014

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
Marsh USA Inc.
701 Poydras Street, Suite 4125
neworleans.certrequest@marsh.com
New Orleans, LA 70139

Ergon -Stand-All-14-15

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Zurich American Insurance Co	16535
INSURER B :	American Zurich Insurance Co.	40142
INSURER C :	N/A	N/A
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Ergon Asphalt & Emulsions, Inc.
P.O. Box 1639
Jackson, MS 39215-1639

COVERAGES CERTIFICATE NUMBER: HOU-001967493-32 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			GLO 9300739-13	08/01/2014	08/01/2015	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 5,000
	X $250,000 SIR						PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	X POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY			BAP2917435-16	07/01/2014	07/01/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC2917165-16	07/01/2014	07/01/2015	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
County of Hidalgo shall be named as Additional Insured where required by written contract in regards to the General Liability and Auto Liability.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Business Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

David B. Gorney

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AI-46569 **Purchasing Department 20. A. 3.**

CC - REGULAR

Meeting Date: 09/30/2014

Submitted For: Martha L. Salazar, HC PA **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval to exercise the County's option to extend the 3rd and final one (1) option with same rates, terms and conditions as stated on contract with Brown & Brown Lone Star Insurance Services, dba, Alamo Group Insurance for "Consulting Services for Self-Funded Insured Group Health" project.

BACKGROUND

Renewal effective date of January 1, 2015 with ending date of December 31, 2015.

Fiscal Impact

FISCAL YEAR: **ACCT. #:** X-2201-415-00-115-009-0-339

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

BUDGETARY IMPACT:

Pursuant to the 2015 Adopted Budget and appropriation of funds into obj. code 339.

Attachments

Extension and Contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/26/2014 11:01 AM
Budget & Management	Veronica Ortiz	09/26/2014 11:18 AM
Manuel Chapa		09/26/2014 02:28 PM
Auditor's Office	Monica Badillo	09/26/2014 05:46 PM

Form Started By: Vangie Garcia Started On: 09/17/2014 03:19 PM

Final Approval Date: 09/26/2014

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

September 17, 2014

Brown & Brown Lone Star Insurance Services Inc. **d/b/a** Alamo Insurance Group
Attn: Gary Looney
220 S. Ridgewood Avenue
Daytona Beach, Florida 32114

Via Email: glooney@alamoinsgrp.com

Re: Renewal Of Final Year of Agreement (C-11-149-11-29)- "Consulting Services For Self-Funded Insured Group Health-Hidalgo County"

Dear Mr. Looney:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to extend the third (final year) of three (3)-one (1) year renewals as provided in the current agreement (under the same rates, terms and conditions).

Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of **Tuesday, September 30, 2014** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **12:00 Noon, Monday, September 22, 2014 and or sooner**, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: _____ Date: _____

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,
Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

BROKER SERVICES AGREEMENT

THIS **BROKER SERVICES AGREEMENT** (this "agreement"), effective January 1, 2012("Effective Date") is made by and between **Hidalgo County, (County)** and the San Antonio office of **BROWN & BROWN LONE STAR INSURANCE SERVICES, INC. dba Alamo Insurance Group** ("Broker").

Background

Broker is a licensed insurance agency in the State of Texas. County has selected Broker to provide certain risk management and insurance program administration services relating to the Lines of Insurance (as hereinafter defined) and, for good and adequate consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Term. The term of this Agreement shall commence on the Effective Date and continue for a period of one (1) year with the option of the County to renew for three (3) additional one (1) year periiods at the same rate and conditions unless sooner terminated as herein provided.

2. Relationship of Parties. Broker is an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship or partnership relationship. In consideration of the compensation from the County to the Broker, Broker is providing services to the County as an insurance Counselor. However, Broker or its parent company Brown & Brown, Inc., and related or affiliated companies, may provide services as an insuring company with any placement of coverage in conjunction with the lines of insurance (hereinafter defined) shall be net of agent commissions. County acknowledges and expressly consents to such relationship, if applicable, in the rendition of services by Broker under this Agreement.

3. Broker Services. Broker, subject to the terms of this Agreement, shall provide certain services set forth in the attached Schedule A (the "Services"). but only in relation to the following lines of insurance (collectively referred to as "Lines of Insurance"): (a) Group Health Benefits Plan; (b) Group Life and Accidental Death Plan; and (c) Third Party Administration Services.

Nothing in this Agreement shall be construed to impose any obligations on Broker, or limitations on Broker's compensation, relative to any lines of insurance or coverage other than those specifically included in the Lines of Insurance delineated above.

4. County Responsibilities. In consideration of the Services provided by Broker, County agrees as follows:

(a) County shall cooperate fully with Broker and the insurance companies with whom Broker solicits in the performance of Broker's obligations in this Agreement.

(b) County shall timely produce complete and accurate information necessary for the effectuation of insurance coverage at the request of Broker. County further agrees to provide Broker with notice of any material changes in County's business operations or any other material information provided under this Agreement. In addition, County shall confirm the accuracy and recommend any changes to insurance policies issued to County.

(c) County shall timely pay all premiums and fees.

5. Compensation. In consideration of the Services, County shall compensate Broker through a "Broker Services Fee" in the amount of FORTY SEVEN THOUSAND FIVE HUNDRED DOLLARS AND 00/100 ($47,500.00). The Broker Services Fee shall be payable upon County's execution and delivery of this Agreement through an initial payment in the amount of $3,500.00, thereafter, eleven (11) equal installments of $4,000.00. With regard to the Broker Services Fee, County and Broker acknowledge and agree as follows: County and Broker acknowledge and agree as follows:

(a) The Broker shall not receive commissions, bonuses, or any other form of payments in connection with the placement procurement of the Lines of Insurance for County. In addition, it is understood and agreed that Broker, or Broker's corporate parent, subsidiaries or affiliated entities, may receive contingent payments or allowances from insurers based on factors which are not client-specific. Such contingent payments or allowances are not subject to this Agreement.

(b) Broker may place insurance through an intermediary (such as a wholesale insurance broker, managing general agent (MGA), managing general underwriter or reinsurance broker) for the placement of County's insurance. In addition to providing access to the insurance company, the intermediary may provide the following services: (i) risk placement; (ii) coverage review; (iii) claims liaison services with the insurance company; (iv) policy review; and (v) current market intelligence. The compensation received by the insurance intermediary for placements will be subject to the requirements for bidding as required by the County.

(c) Compensation for the Services specified under this Agreement are exclusive of all federal, state and local sales, use, excise, receipts, gross income and other similar taxes and governmental charges and fees. Any such taxes, charges or fees for the Services under this Agreement, now imposed or hereafter imposed during the term of this Agreement, shall be in addition to the compensation, premiums and charges set forth in this Agreement and shall be paid by County upon request.

(d) County acknowledges and agrees that the Broker Services Fee is reasonable in relation to the Services to be provided by Broker hereunder.

6. **Termination.**

(a) The County and Broker agree that either party might 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 Broker at the time of termination under this contract for services performed by Broker through the date of termination will be due and payable to Broker within thirty (30) days following the time of contract termination. Not-withstanding the provisions in sub-paragraph (a) above. County may terminate this Agreement upon the happening of any one of the following causes: (i) Suspension or termination of Broker's insurance license in the State of Texas which is not cured by Broker within sixty (60) days following such suspension or termination: (ii) Broker's participation in any fraud: or (iii) Broker's material failure to properly perform its duties and responsibilities hereunder because of Broker's gross neglect, proven dishonesty or commission of a felony.

(b) 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, the County may terminate this agreement upon thirty (30) days written notice to Broker. The County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of the agreement. The parties intend this provision to be a continuing right to terminate this agreement at the expiration of each budget period of the County pursuant to the provisions of Tex. Loc. Govt. Code Ann. '271.903 (Vernon Supp 1996)

(c) Notwithstanding the provisions in sub-paragraph (a) above. Broker may terminate this Agreement upon the happening of any one of the following causes: (i) County's failure to pay any Broker Services Fee more than forty-five (45) days after such payment is due: (ii) County's participation in any fraud; or (iii) County's material failure to properly perform its duties and responsibilities hereunder because of County's gross neglect, proven dishonesty, or commission of a felony.

Termination for any cause enumerated in sub-paragraph (i) and (c) shall become effective upon the delivery of written notice of termination to County or at such later time as may be specified in the written notice.

(d) Termination of this Agreement shall not release County from any accrued obligation to pay any sum to Broker (whether then or thereafter payable) or operate to discharge any liability incurred prior to the termination date.

7. **Notices.** Any notices required or permitted to be given under this Agreement shall be sufficient if in writing by Certified Mail to:

If to County

Honorable Roman Garcia
Hidalgo County Judge
1615 S Closner
Suite J
Edinburgh, TX 78539

If to Broker:

Brown & Brown Lone Star Insurance
Services. Inc. dba Alamo Insurance Group
3201 Cherry Ridge Drive, Ste D403
San Antonio, TX 78230
Attn: John "Pat" McMahan
Email: pmcmahana,alamoinsgrp.com
Fax: 210-930-1838

With a copy to:

Brown & Brown, Inc.
220 S. Ridgewood Avenue
Daytona Beach, Florida 32114
Attn: Robert W. Lloyd, General
Counsel Email: rlloyd@bbins.com

or such other address as either shall give to the other in writing for this purpose.

8. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision.

9. **Texas Law Applies; Venue.** This Agreement has been made and executed in the State of Texas and shall be governed by and construed and enforced in accordance with the laws of the State of Texas, without regard to its conflicts of laws principles. Exclusive venue is agreed to be in a state or federal court of competent jurisdiction in or for Hidalgo County, Texas.

10. **Assignment.** Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other party which consent shall not be unreasonably withheld, conditioned or delayed. This Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns.

11. **Entire Agreement.** This Agreement (including the documents and instruments referred to herein) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. The Agreement shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of County and Broker by their respective duly authorized representative.

IN WITNESS WHEREOF. the parties to this Broker Services Agreement have hereunto set their hands and seals this _____ day of _____, 2011.

HIDALGO COUNTY:

By: _____
Signature

Approved by Commissioners' Court on 4/29/11 RO

Name: _____
Printed

BROKER:

Brown & Brown Lone Star Insurance Services, Inc. dba Alamo Insurance Group a Texas corporation

By: _____
Name: Gary R. Looney
Title: Senior Vice President
Date: _____

Title:_____

Date:_____

Attest:
Arturo Guajardo, County Clerk

Date:_____

Approved As To Form:
Atlas & Hall, L.L.P.

Stephen L. Crain

Approved by Commissioners Court:
November 29, 2011

SCHEDULE A

BROKER SERVICES

a. Monitor the current health benefits provider, through from January 1, 2012 through December 31, 2012.

b. Review medical plan information and data from health benefits provider

c. Prepare the Request for Group Health Benefits Plan with Life, Accidental Death and Dismemberment Proposal (RFP)

d. Monitor the solicitation of qualified insurers and vendors.

e. Analyze the RFP responses and make recommendations for vendor and coverage

f. Recommend selection and presentations of finalists

g. Monitor program implementation (effective 01-01-12)

Evangelina Garcia

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, November 23, 2011 11:42 AM
To: 'Angela'
Cc: 'Evangelina Garcia'
Subject: FW: consulting Contract 2012

Importance: High

Ms. Angela:
Please attach this e-mail to AI #29806.
Marty

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, November 23, 2011 11:20 AM
To: 'Martha Salazar'
Subject: RE: consulting Contract 2012

This revised agreement is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, November 23, 2011 10:12 AM
To: 'Steve Crain'
Cc: 'Evangelina Garcia'
Subject: FW: consulting Contract 2012
Importance: High

Mr. Crain:
We've made some recommendations to Mr. Looney based on your recommendations and concerns. He's included those in this draft. Please review and comment as to form. Hope it works.
Thanks,
Marty

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Wednesday, November 23, 2011 9:53 AM
To: 'Martha Salazar'
Subject: FW: consulting Contract 2012

Marty,
Here's the revised contract from Gary Looney for legal's review as to form of document. It will be attached to the agenda item with pursuant to legal's approval.

Thank

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/25/2014

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: SANDRA RAKAUSKAS 14110
Brown & Brown - Daytona Beach 220 S. Ridgewood Ave., Suite 210 Daytona Beach FL 32114	PHONE (A/C, No, Ext): 386-239-5750 FAX (A/C, No): 386-323-9134 E-MAIL ADDRESS: SRAKAUSKAS@BBDAYTONA.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Prop & Cas of Amer	25674
INSURER B : National Surety Corporation	21881
INSURER C : Charter Oak Fire Ins	25615
INSURER D : Travelers Indemnity	25658
INSURER E : XL Specialty Ins Inc.	37885
INSURER F :	

INSURED	
BROWN & BROWN INC ETAL P O BOX 2412 DAYTONA BEACH FL 32115	BROWN-3

COVERAGES **CERTIFICATE NUMBER:** 413285248 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC			TC2JGLSA9527B87414	1/1/2014	1/1/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $1,000,000 $5,000 $1,000,000 $2,000,000 $2,000,000 $
A	**AUTOMOBILE LIABILITY** ANY AUTO ALL OWNED AUTOS [ ] SCHEDULED AUTOS X HIRED AUTOS [X] NON-OWNED AUTOS			TC2JCAP9527B86214	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [ ] RETENTION $			SUO00057895708	1/1/2014	1/1/2015	EACH OCCURRENCE AGGREGATE $	$10,000,000 $10,000,000 $
C D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		TC2OUB9517B58014 TRKUB9518B76114	1/1/2014 1/1/2014	1/1/2015 1/1/2015	X WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
E	INSURANCE AGENTS & BROKERS E&O			ELU13229314	1/1/2014	1/1/2015	LIMIT	$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Hidalgo County
2812 S. Business Hwy. 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AI-46729 **Purchasing Department 20. A. 4.**

CC - REGULAR

Meeting Date: 09/30/2014

Submitted For: Martha L. Salazar, HC-PA **Submitted By:** Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Pursuant to RFQ contents, action on the designation/appointment of Evaluation Committee for the scoring and grading of Statements of Qualifications received in response to the RFQ PROFESSIONAL ARCHITECTURAL CONSULTING SRVS-DESIGN & CONSTRUCTION OF COURT HOUSE & JUDICIAL BLDG.

BACKGROUND

1. 28 firms requested RFQ Packets

2. Acceptance date for Statements of Qualifications was: 09-17-14

3. Five firms submitted SOQs for consideration by HC.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

action on the designation/appointment of Evaluation Committee for the scoring and grading of Statements of Qualifications received...

Attachments

Evaluation Criteria Infomation

log

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/26/2014 12:36 PM
Budget & Management	Debbie Tamez	09/26/2014 01:19 PM
Manuel Chapa	Manuel Chapa	09/26/2014 04:38 PM
Auditor's Office	Monica Badillo	09/26/2014 05:46 PM

Form Started By: Marty Salazar Started On: 09/25/2014 04:06 PM

Final Approval Date: 09/26/2014

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.

SECTION III -SELECTION / EVALUATION

EVALUATION PROCESS:

A. The evaluation system consists of a 100-point system. However, after the 100-point evaluation, Hidalgo County Commissioner's Court may elect to narrow the participating firms and request a presentation from a representative from firms.

B. Hidalgo County Commissioner's Court and/or an Evaluation Committee (selected and/or designated by (Commissioner's Court) will review, score and evaluate the written Statements of Qualifications (SOQ's) received in response to this Hidalgo County request for qualifications.

C. The scoring values for the grading and evaluation of the submitted Statements of Qualifications are detailed below.

After the SOQ's have been reviewed, scored and evaluated, a grid will be presented to Commissioner's Court for the purposes of ranking and approval for the Purchasing Department to enter into negotiations with the number one (1) ranked firm.

1. Professional Qualifications of Team (35 POINTS)

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities, or other clients as stated in the Request For Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

Minimum Qualifications - One (1) A.I.A. with educational background or strong experience in, but not limited to, General Building Design and Construction; structural planning and design; needs assessment; interior design; etc..

Preferred Qualifications - One (1) A.I.A. with educational background and strong experience in, but not limited to, General Building Design and Construction; structural design; needs assessment; interior design; etc., who has designed and constructed various projects in the area.

2. Experience of Project Team/Ability to Commit Resources (35 POINTS)

In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced technical staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers 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 various projects proposed as similar work experience.

Minimum Qualifications - One technical staff member shall have five (5) years experience working on various projects.

Preferred Qualifications - One technical staff member shall have ten (10) years experience working on various projects in the area.

3. Understanding of Project (20 POINTS)
The statement of qualifications shall include the following:

* demonstrate an understanding of the scope of services
* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

Responsiveness to RFQ:
* Response is Clear
* Response is Well Organized
* Easy to Evaluate
* Appropriate to this RFQ.

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc..

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

4. Familiarity with Applicable Rules and Regulations (10 POINTS)
The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firm(s) will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm.

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING FIRM'S LOG
RFQ PACKETS

ACCEPTANCE DATE: SEPTEMBER 17, 2014 **BID OPENING TIME: 9:30 A.M.**
DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY –"PROFESSIONAL ARCHITECTURAL CONSULTING SERVICES-DESIGN & CONSTRUCTION OF COURT HOUSE & JUDICIAL BUILDINGS"
RFQ NO: 2014-344-09-17-YSS

#	NAME OF VENDOR: COMPANY/FIRM	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE AND FAX NO'S / CONTACT PERSON
1	**Raba Kistner Consultants Inc.** **Norma E. Salazar**	Email	nsalazar@rkci.com Y. Salinas	09-02-14	800 E. Hackberry Avenue McAllen, TX 78501 956-682-5332
2	**McGraw Hill Construction Dodge** **Peggy Koehn**	Email	peggy.koehn@mhfi.com Y. Salinas	09-02-14	800-741-2718 915-877-5252 866-202-5844 fax
3	**PBK** **Sara G. Martinez**	Email	sara.martinez@pbk.com Y. Salinas	09-02-14	956-687-1330 956-687-1331 PBK.com
4	**Halff Associates Inc.** **Courtney M. Villarreal**	Email	cVillarreal@halff.com Y. Salinas	09-03-14	5000 West Military McAllen, Texas 78503 956-664-0286 956-664-0282 fax
5	**Elizabeth Martinez** **ERO Architects**	Email	emartinez@goero.com Y. Salinas	09-04-14	
6	**Broaddus & Associates** **Xochitl Ortiz**	Email	xortiz@broaddusassociates.com Y. Salinas	09-04-14	956-688-2307 956-688-2315 fax
7	**iSqFt** **Ian Hayes**	Email	ihayes@asft.com Y. Salinas	09-04-14	800-364-2059 ext 7184 866-570-8187
8	**ROFA Architects Inc. (Rike Ogden Figueroa Allex Architects Inc.** **Diana "Dee" Palacios**	Email	dianap@rofainc.com Y. Salinas	09-08-14	1007 Walnut Ave. McAllen, TX 78501 956-687-7771 956-687-3433
9	**The Warren Group Architects, Inc.** **Andrina Garza**	Email	agarza@twgarch.com associate@twgarch.com Y. Salinas	09-08-14	956-994-1900 956-994-1962 fax
10	**Gomez Mendez Saenz Inc.** **Susana Herrera**	Email	susana@gmsarchtitects.com Y. Salinas	09-08-14	1150 Paredes Line Rd Brownsville, TX 78521 956546-0110 956-546-0196
11	**Integrated Marketing Systems** **Joe Schoepke**	Email	jschoepke@imsinfo.com Y. Salinas	09-09-14	945 Hornblend Street, Suite G San Diego, CA, 92109 858-490-8800 888-467-3151 858-490-8811 fax
12	**Virtual Builders Exchange** **Steve Thomas**	Email	steve@virtualbx.com Y. Salinas	09-10-14	San Antonio Regional Office 210-564-6900, ext 130
13	**PGL** **Dianne Gentry**	Email	DGentry@pgal.com Y. Salinas	09-10-14	512-236-1005 512-853-6126 fax
14	**Randall Scott Architects, Inc.** **William Dillard**	Email	wdillard@rsarchitects.com Y. Salinas	09-10-14	14755 Preston Rd, Suite 730 Dallas, TX 75254 972-664-9100

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HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING FIRM'S LOG
RFQ PACKETS

ACCEPTANCE DATE: SEPTEMBER 17, 2014 **BID OPENING TIME: 9:30 A.M.**
DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY –"PROFESSIONAL ARCHITECTURAL CONSULTING SERVICES-DESIGN & CONSTRUCTION OF COURT HOUSE & JUDICIAL BUILDINGS"
RFQ NO: 2014-344-09-17-YSS

#	NAME OF VENDOR: COMPANY/FIRM	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE AND FAX NO'S / CONTACT PERSON
					972-664-9122 fax
15	**Brinkley Sargent Architects** **Gina Irwin**	Email	girwin@brinkleysargent.com Y. Salinas	09-10-14	5000 Quorom Dr, #600 Dallas, TX 78254 972-960-9970
16	**Noslar T. I., Inc** **Leah Millspaugh**	Email	leah@noslar.com Y. Salinas	09-10-14	1022 Wirt Road, Ste 340 Houston, TX 77055-6858 713-680-2080 713-680-2084 fax
17	**URS Corporation** **Brad Hubbard**	Email	brad.hubbard@urs.com Y. Salinas	09-10-14	1021 61st Street, Suite 700-B Galveston, TX 77551 409-877-1707 office 409-877-1710 direct 409-621-6623 mobile
18	**L.A. Fuess Partners, Inc.** **Tina Duron**	Email	TDuron@lafp.com Y. Salinas	09-10-14	3333 Lee Parkway, Suite 300 Dallas, TX 75219 214-871-7010 office 214-593-1138 direct
19	**Hunt Companies** **Will Fagan**	Email	will.fagan@huntcompanies.com Y. Salinas	09-10-14	11790 Northfall Lane, Suite 403 Alpharetta, GA 30009 678-619-0920 770-560-1365 cell
20	**HOK** **Curt Parde**	Email	curt.parde@hok.com jeff.bradley@hok.com Melanie.mckay@hok.com Y. Salinas	09-10-14	2711 North Haskell Avenue, Suite 2250, LB26 Dallas, TX 75204 214-231-5851 214-620-6005 fax 469-401-1681 mobile
21	**Munoz & Company** **Gloria Meehan**	Email	gmeehan@munoz-co.com Y. Salinas	09-10-14	1017 North Main Ave. San Antonio, TX 78212 210-349-1163 210-525-1038 fax
22	**Justice Planning Associates, Inc.** **Cliff Woodard**	Email	cwoorard@justiceplanning.com Y. Salinas	09-11-14	9 Calendar Court Columbia South Carolina, 29206 803-779-4474
23	**Gignac Architects** **Lauren Colley**	Email	lcolley@gignac-associates.com Y. Salinas	09-11-14	361-884-2661 361-884-4232 fax
24	**LNV Inc.** **Lucy E. Wilson** **Ashley D. Lynch**	Email	lwilson@lnvinc.com alynch@lnvinc.com Y. Salinas	09-11-14	801 Navigation Blvd, Suite 300 Corpus Christi, TX 78408 361-883-1984 ext2137 361-883-1986 fax
25	**Construction Consulting International** **George M. Blackburn III**	Email	gblackburn@sunited.com bstevens@sunited.com Y. Salinas	09-12-14	1601 Luna Road Carrollton, TX 75006 972-466-1103 972-245-6047
26	**Architects Design Group** **Maria Ehrlich**	Email	Mariae@adgusa.org	09-15-14	407-647-1706

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HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING FIRM'S LOG
RFQ PACKETS

ACCEPTANCE DATE: SEPTEMBER 17, 2014 **BID OPENING TIME: 9:30 A.M.**
DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY –"PROFESSIONAL ARCHITECTURAL CONSULTING SERVICES-DESIGN & CONSTRUCTION OF COURT HOUSE & JUDICIAL BUILDINGS"
RFQ NO: 2014-344-09-17-YSS

#	NAME OF VENDOR: COMPANY/FIRM	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE AND FAX NO'S / CONTACT PERSON
			Y. Salinas		
27	**Skanska USA Building Inc.** **Josue Reyes**	Email	Josue.Reyes@skanska.com Y. Salinas	09-16-14	1109 W. Nolana Ave, Suite 203 McAllen, TX 78501 18615 Tuscany Stone, Suite 245 San Antonio, TX 78258 210-301-7105 office 956-535-3853 cell 866-457-3133 fax
28					
29					
30					

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AI-46636 **Purchasing Department** **20. B. 1.**

CC - REGULAR

Meeting Date: 09/30/2014

Submitted For: Martha L. Salazar **Submitted By:** Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Presentation of the scoring/evaluation grid (for purpose of CC determination as "Qualified" so as to proceed with next step of the procurement process) of the sole response received from Dr. John Lung, MD (as detailed in documentation attached herein) for:**Professional Physician Services for Inmates for Hidalgo County Sheriff's Office-**RFQ 2014-343-09-17-YZV.

b. Authority for Purchasing Department and/or other County Staff to negotiate a professional services contract with the qualified participant_____for the provision of "**Professional Physician Services for Inmates"** for Hidalgo County Sheriff's Office.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-423-21-280-002-0-331

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

BUDGETARY IMPACT:

Available balance as of 9-25-14 $12,994.94

Attachments

Acceptance-Participation Sheet

Scoring Grid for Award

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	09/24/2014 11:59 AM
Budget & Management	Debbie Tamez	09/24/2014 02:16 PM
Manuel Chapa	Manuel Chapa	09/25/2014 10:40 AM
Auditor's Office	Monica Badillo	09/26/2014 05:46 PM

Form Started By: Yolanda Velasquez Started On: 09/19/2014 03:11 PM

Final Approval Date: 09/26/2014

HIDALGO COUNTY PURCHASING DEPARTMENT
ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY SHERIFF DEPARTMENT

ACCEPTANCE DATE: SEPTEMBER 17, 2014 | **ACCEPTANCE TIME:** 9:30 A.M.

DESCRIPTION OF RFQ: HIDALGO COUNTY –"PROFESSIONAL PHYSICIAN SERVICES FOR INMATES"

RFQ № 2014-343-09-17-YZV | **BUYER:** Yolanda Velasquez

RFP	NAME OF COMPANY	ACKNOWLEDGED
#1	**Dr. John Lung, MD**	√
#2		
#3		
#4		
#5		
#6		
#7		
#8		

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
REQUIREMENTS/RFQ&P PACKETS

IBF-RFB-RFP-RFQ-RFQ&P-RFI

RFQ ACCEPTANCE DATE: SEPTEMBER 17, 2014 **RFQ ACCEPTANCE TIME: 9:30 A.M.**

DEPARTMENT/RFQ/P DESCRIPTION: "Professional Physician Services for Inmates-Hidalgo County Sheriff's Office".

RFQ NO: 2014-343-09-17-YZV

	NAME OF BIDDER: COMPANY/FIRM & REPRESENTATIVE'S NAME	RFQ REQUEST	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY, STATE, ZIP CODE PHONE & FAX NUMBERS
01	John Lung, MD.	IP	Signature YZV	09/03/14	1901 S 24th Avenue Edinburg, Texas 78539
02	InGenesis Kayla Bean	Email	kbean@ingenesis.org YZV	09/03/14	6609 Blanco Rd. Ste 300 San Antonio, TX 78216 Tel: 210-366-0033 x 316
03	Medstaff National Medical Staffing Pam Stambaugh	Email	Pam.stambaugh@medstafflt.com YZV	09/03/14	15200 Weston Parkway Ste 104 Cary, NC 27513 Tel: 800-476-3275
04	Supplemental health Care Nikita Fields	Email	nfields@supplementalhealthcare.com YZV Tel: 770-225-8466	09/03/14	6600 Peachtree Dunwoody RD Bldg 400 Ste, 125 Atlanta, GA 30328
05	Correct Care Solutions June Crawford	Email	jcrawford@correctcaresolutions.com YZV	09/03/14	1283 Murfreesbord Rd Ste 500 Nashville, TN 37217 Tel: 800-592-2974
06	Prime Vendor Inc Katie Collier	Email	Katie.collier@prime-vendor.com YZV	09/03/14	46220Cedar Avenue Ste 123 Wilmington, NC 28403 Tel; 800-746-9554
07	Wexford Health Sources, INC Wendelyn R. Pekich	Email	wpekich@wexfordhealth.com YZV Tel: 412-937-5216	09/04/14	501 Holiday Drive Foster Plaza Four Pittsburgh, PA 15220
08	Soliant Physician Staffing Joyce Elliott	Email	Joyce.elliott@soliant.com YZV	09/04/14	Tel: 888-292-3338
09					
10					
11					
12					

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)

HIDALGO COUNTY

"Professional Physician Services"
RFQ № 2014-343-09-17-YZV
EVALUATION GRID

EVALUATION CRITERIA	PROPOSER				
	Dr. John Lung, MD				
	GRADERS				
	1	2	3	4	5
Physician(s) Qualifications/and other Credentials	30	30	30	30	30
Understanding the Services/Methodology	20	20	20	20	20
Experience	20	20	20	20	20
Ability to commit all services required	30	30	30	30	30
Total	100	100	100	100	100
TOTAL AVERAGES	100				
Designated/Approved by CC as "Qualified" to proceed with negotiation phase of procurement process.	Yes_____		No_____		

AI-46546 **Purchasing Department 20. C. 1.**

CC - REGULAR

Meeting Date: 09/30/2014

Submitted For: Hon. A Guajardo, Jr.-HC-Clk. **Submitted By:** Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Presentation of scoring grid for the purposes of ranking by Commissioners' Court, the responses received in connection with the Request for Proposals for: **"Records Management & Document Imaging Process"-** RFP 2014-286-09-03:

COMPANY	AVERAGE SCORE	RANKED
Kofile Systems, Inc	95.60	
Property Info Corporation	76.40	
Xerox Services (Government Records Services, Inc.)	77.60	

B. Requesting authority for Purchasing Department to proceed to negotiate a "Best and Final Offer" with the number one ranked company of_____for the provision of **"Record Management & Document Imaging Process"** for Hidalgo County Clerks' Office.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1237-415-40-180-003-0-341

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

BUDGETARY IMPACT:

Available balance as of 9-25-14 $69,345.16

Attachments

Acceptance-Participation Sheets-2014-286

Scoring Grid-2014-286

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	09/24/2014 11:58 AM
Budget & Management	Debbie Tamez	09/24/2014 02:08 PM
Manuel Chapa	Manuel Chapa	09/25/2014 10:24 AM
Auditor's Office	Monica Badillo	09/26/2014 05:46 PM

Form Started By: Yolanda Velasquez Started On: 09/17/2014 09:06 AM

Final Approval Date: 09/26/2014

HIDALGO COUNTY PURCHASING DEPARTMENT

PROPOSAL ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY CLERK OFFICE

PROPOSAL ACCEPTANCE DATE: SEPTEMBER 03, 2014 | **PROPOSAL ACCEPTANCE TIME:** 9:30 A.M.

DESCRIPTION OF RFP: HIDALGO COUNTY - "RECORD MANAGEMENT & DOCUMENT IMAGING PROCESS"

RFP NO: 2014-286-09-03-YZV | **BUYER:** Yolanda Velasquez

RFP	NAME OF COMPANY	ADDENDUM 1	ACKNOWLEDGEMENT RECEIPT
#1	Xerox Gov't Record Service	√	√
#2	Property Info Corp.	√	√
#3	Kofile Systems Inc.	√	√
#4			
#5			
#6			
#7			
#8			

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

RFP OPENING DATE: September 03, 2014 RFP OPENING TIME: 9:30 A.M.

DEPARTMENT/PROJECT DESCRIPTION: "Records, Management & Imaging Process " – HIDALGO COUNTY CLERK'S OFFICE RFP NO.: 2014-286-09-03-YZV

	NAME OF VENDOR: COMPANY/FIRM	RFP REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1	Tyler Technologies, Inc. Jon Phillips	Email	Jon.phillips@tylertech.com YZV	08/18/14	Tel: 800-646-2633 Fax: 800-797-4849
2	Stars Information Solutions Dave Granato	Email	daveg@starstek.com YZV	08/18/14	Tel: 210-490-9156
3	CTC Distributing Kelly Madden	Email	K_madden@ctcdistributing.com YZV	08/18/14	Tel: 956-686-4351 x17 615 Blaze Blvd. Edinburg, Texas 78539
4	Document Preservation Specialists Reed Roach	Email	Reed.roach@kofile.us YZV	08/18/14	6300Cedar Springs Dallas, texas75235 Tel: 214-351-4800
5	ACS Enterprise Solutions, LLC A Xerox Co. Jack Morris	Email	Jack.morris@xerox.com YZV	08/18/14	8600Harry Hines Ste 300 Dallas, Texas 75235 Tel;800-782-5652
6	Data Bank IMX Melissa Kulesz	Email	mkulesz@databankimx.com YZV	08/19/14	1421 Patton Place Ste 200 Carrollton, TX 75007 Tel: 214-483-1266
7	IMS Printing & Mailing Sy Green	Email	sy@totalims.com YZV	08/19/14	2416 Brockton St#105 San Antonio, TX 78217-4909 Tel: 210-826-4994 ext 18
8	iDatix Corporation Steve Lomicka	Email	slomicka@idatix.com YZV	08/19/14	Tel: 1-727-608-1788
9	DocuNav Solutions Kelly McCormick	Email	kmccormick@docunav.com YZV	08/19/14	Tel: 214-329-4305 Fax: 469-327-4264
10	OnBase Jim Kettren	Email	Jim.kettren@onbase.com YZV	08/19/14	Tel: 440-788-5816
11	Kofile Preservation, INC. Christy Carry	Email	Christy.carry@kofile.us YZV	08/19/14	6300 Cedar Spring Rd Dallas, TX 75235 Tel: 214-351-4800
12	Seven Outsource	Email	Christina@sevenoutsource.com YZV	08/19/14	Tel: 315-308-7852

***VIA:** **BIDDER LIST MAIL OUT (BLM)** **IN PERSON (IP)**
E-MAIL (EM) **TELEPHONE REQUEST (TR)**

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

RFP OPENING DATE: September 03, 2014 RFP OPENING TIME: 9:30 A.M.

DEPARTMENT/PROJECT DESCRIPTION: "Records, Management & Imaging Process " – HIDALGO COUNTY CLERK'S OFFICE RFP NO.: 2014-286-09-03-YZV

	NAME OF VENDOR: COMPANY/FIRM	RFP REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
13	Apex Document Management, Inc. Laura Alvarez	Email	lauraalvarezapex@yahoo.com YZV	08/19/14	Tel: 956-668-7327
14	Prime Vendor, Inc. Kimberly Doumit	Email	Bids20@prime-vendor.com YZV	08/19/14	46220Cedar Ave Wilmington, NC 28403 Tel: 800-746-9554
15	SoftSol Technologies Inc. Bundeep Mohanraj	Email	Sundeep.mohanraj@softsol.com YZV	08/20/14	46755 Fremont Blvd. Fremont, CA 94538 Tel: 510-460-1826
16	RKV Technologies, Inc. Johanna Bishop	Email	rkvprocurere@rkvtechnologies.com YZV	08/20/14	Pending contact information
17	Computing System Innovations Charisse Hernandez	Email	chernandez@csisoft.com YZV	08/20/14	791 Piedmont Wekiwa Rd Apopka, FL 32703 Tel: 407-598-1812
18	Fujitsu Imaging Products Group George S. Patrick	Email	gpatrick@us.fujitsu.com YZV	08/20/14	Tel: 704-966-0753
19	ImageSoft, Inc John Maynard	Email	jmaynard@imagesoftinc.com YZV	08/20/14	25900 W. 11 Mile Rd, Ste 100 Southfield, MI 48034 Tel: 248-948-8100 ex 207
20	Pro Archive Solutions Nathan Gautreau	Email	pas@proarchivesolutions.com YZV	08/20/14	Pending Contact Info.
21	PropertyInfo Corporation Sookie Pyo	Email	ssokpyo@stewart.com YZV	08/20/14	5730 Northest Parkway Ste 100 San Antonio, TX 78249 Tel: 210-366-9582
22	Xerox Government Systems, Inc Michael Hartman	Email	Michael.hartman@xerox.com YZV	08/20/14	Tel: 585-943-1843
23	CourtView Justice Solutions Mike Osman	Email	Mike.osman@courtview.com YZV	08/20/14	5399 Lauby Road Ste 200 North Canton, Ohio 44720 Tel: 330-470-0819
24	DocuTek, Inc. Ken Voiles	Email	kenvoiles@edocutek.com YZV	08/20/14	58050West 6th Ave., Unit 1B Lakewood, CO Tel: 303-722-5200

***VIA:** **BIDDER LIST MAIL OUT (BLM)** **IN PERSON (IP)**
E-MAIL (EM) **TELEPHONE REQUEST (TR)**

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
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	NAME OF VENDOR: COMPANY/FIRM	RFP REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
25	Fidelity National Technology Imaging (FNTI) Collen Robertson	Email	Colleen.rebertson@fnf.com YZV	08/20/14	Tel: 408-942-1780 ext 307 Fax: 408-942-1260
26	Visual Data Software Corp. Rebecca Mason	Email	rmason@visualdatasoft.com YZV	08/20/14	1035 N 3rd Street Ste 102 Lawrence, KS 66044
27	Records Consultants Inc. (RCI) Chris Coryell	IP	badney@rcitech.com Signature	08/21/14	12829 Wetmore Rd San Antonio, TX 78247 Tel: 877-363-4127
28	ECS Imaging Inc. Gary A. Katz	Email	gary@ecsimaging.com YZV	08/21/14	Tel: 951-787-8768- x 120
29	Austin Winner	Email	winneraustin@gmail.com YZV	08/21/14	Pending requested contact info.
30	CMC Limited Smitakkshi Roy	Email	Smitakshi.roy@cmcltd.com YZV	08/22/14	Block 1B&1C, 6th Floor New Kokkata Township, Rajarhat, Kolkata-700156 Tel: 91-334-026-2000
31	IMERGE Consulting, INC Charmaine Brooks	Email	Charmaine.brooks@imergeconsult.com YZV	08/22/14	Tel: 208-343-1904
32	COMPU-DATA International, LLC Alexis A. Naranjo	Email	anaranjo@cdlac.com YZV	08/25/14	Tel: 281-292-1333 x 330 Fax: 281-966-1598
33	ReQuordit INC Adan Miranda	Email	Adan.miranda@requordit.com YZV	08/25/14	Tel: 312-332-9200 x213 Fax: 312-267-5341
34	Edoctec Sales Shauna Brown	Email	sbrwon@edoctec.net YZV	08/25/14	Tel: 254-715-5560
35	ImageNet Consulting Dan Lundy	Email	dlundy@imagenetconsulting.com YZV	08/26/14	Tel: 719-849-1959
36	ThirdWave Corporation Sergio Hernandez Fax: 310-312-9513		shernandez@thirdwavecorp.com YZV	08/26/14	11400 W. Olympic Blvd Ste 200 Los Angeles CA 90064 Tel: 310-914-0186

***VIA:** **BIDDER LIST MAIL OUT (BLM)** **IN PERSON (IP)**
E-MAIL (EM) **TELEPHONE REQUEST (TR)**

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
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RFP OPENING DATE: September 03, 2014 RFP OPENING TIME: 9:30 A.M.

DEPARTMENT/PROJECT DESCRIPTION: "Records, Management & Imaging Process " – HIDALGO COUNTY CLERK'S OFFICE RFP NO.: 2014-286-09-03-YZV

	NAME OF VENDOR: COMPANY/FIRM	RFP REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
37	Trimark Bob Gutierrez	IP	bkgfive@aol.com Signature YZV	08/26/14	Tel: 956-533-6074
38	Cott Systems, Inc Karen Bailey	Email	kbailey@cottsystems.com YZV	08/27/14	2800 Coirporate Exchange Dr Ste 300 Columbus, OH 43231 Tel: 800-234-2688 ext. 264
39	Vastec Chris Jadick	Email	Chris.jadick@vastec.com YZV	08/28/14	1101 Channelside Drive, Ste 100 Tampa, Florida 33602 Tel: 813-222-3204
40	Harris Recording Solutions Omar Parker	Email	oparker@harriscomputer.com YZV	08/28/14	Tel: 407-767-0570
41					
42					
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45					
46					
47					
48					

***VIA:** **BIDDER LIST MAIL OUT (BLM)** **IN PERSON (IP)**
E-MAIL (EM) **TELEPHONE REQUEST (TR)**

HIDALGO COUNTY-RFP № 2014-286-09-03-YZV

"RECORDS, MANAGEMENT & DOCUMENT IMAGING PROCESS"

SCORING GRID

EVALUATION CRITERIA	PROPOSERS														
	KOFILE					PROPERTY INFO					XEROX				
	GRADERS					GRADERS					GRADERS				
	1	2	3	4	5	1	2	3	4	5	1	2	3	4	5
UNDERSTANDING THE SERVICES/METHODOLOGY: Company must state the approach and/or methodology in achieving and rendering all services required by the county of Hidalgo.	25	25	25	25	25	23	25	25	20	21	20	25	20	20	19
ABILITY TO COMMIT TO ALL SERVICES REQUIRED: Company should provide as much background information as to its experience in providing similar services to City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.	30	30	25	30	25	25	20	23	15	20	20	20	20	15	18
EAST OF SUPPORT SYSTEM & RESPONSE TIME: Ease of communicating with company's support system and the company's ability to have trained response team/person at service site. Qualified/trained response team (person) should be able evaluate, diagnose and/or begin service immediately.	18	20	20	20	24	17	20	18	10	20	15	10	18	10	19
COST FEES AND WARRANTY: In considering the proposals, the Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including but not limited to software price and services price per day/hour.	24	20	23	20	24	20	20	20	0	20	25	25	25	20	24
Total	97	95	93	95	98	85	85	86	45	81	80	80	83	65	80
TOTAL SCORES	478					382					388				
TOTAL AVERAGES	**95.60**					**76.40**					**77.60**				
RANKING (Upon review and approval by Hidalgo County CC)															

AI-46694 **Closed Session 21. C.**

CC - REGULAR

Meeting Date: 09/30/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 7:13-cv-00262; Ezequiel C. Jurado, et al v Guadalupe Trevino, Sheriff of Hidalgo County & Hidalgo County

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/24/2014 04:11 PM
Purchasing Department	Monica Badillo	09/26/2014 05:46 PM

Form Started By: Monica Badillo Started On: 09/24/2014 03:08 PM

Final Approval Date: 09/26/2014

AI-46670 **Closed Session 21. D.**

CC - REGULAR

Meeting Date: 09/30/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Adan R. Garza

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/24/2014 02:30 PM
Purchasing Department	Monica Badillo	09/26/2014 05:46 PM

Form Started By: Aida Alvarez Started On: 09/24/2014 09:20 AM

Final Approval Date: 09/26/2014

AI-46672 **Closed Session 21. E.**

CC - REGULAR

Meeting Date: 09/30/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Ezequiel Casanova

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/24/2014 02:30 PM
Purchasing Department	Monica Badillo	09/26/2014 05:46 PM

Form Started By: Aida Alvarez Started On: 09/24/2014 09:28 AM

Final Approval Date: 09/26/2014

AI-46674 **Closed Session 21. F.**

CC - REGULAR

Meeting Date: 09/30/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Sergio Rodriguez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/24/2014 02:30 PM
Purchasing Department	Monica Badillo	09/26/2014 05:46 PM

Form Started By: Aida Alvarez Started On: 09/24/2014 09:32 AM

Final Approval Date: 09/26/2014

AI-46724 **Closed Session 21. G.**

CC - REGULAR

Meeting Date: 09/30/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Gabriela L. Ventura

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/25/2014 03:56 PM
Purchasing Department	Monica Badillo	09/26/2014 05:46 PM

Form Started By: Aida Alvarez Started On: 09/25/2014 03:34 PM

Final Approval Date: 09/26/2014

AI-46695 **Open Session 22. C.**

CC - REGULAR

Meeting Date: 09/30/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 7:13-cv-00262; Ezequiel C. Jurado, et al v Guadalupe Trevino, Sheriff of Hidalgo County & Hidalgo County

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/24/2014 04:11 PM
Purchasing Department	Monica Badillo	09/26/2014 05:46 PM

Form Started By: Monica Badillo Started On: 09/24/2014 03:09 PM

Final Approval Date: 09/26/2014

AI-46671 **Open Session 22. D.**

CC - REGULAR

Meeting Date: 09/30/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Adan R. Garza

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/24/2014 02:30 PM
Purchasing Department	Monica Badillo	09/26/2014 05:46 PM

Form Started By: Aida Alvarez Started On: 09/24/2014 09:26 AM

Final Approval Date: 09/26/2014

AI-46673 **Open Session 22. E.**

CC - REGULAR

Meeting Date: 09/30/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Ezequiel Casanova

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/24/2014 02:30 PM
Purchasing Department	Monica Badillo	09/26/2014 05:46 PM

Form Started By: Aida Alvarez Started On: 09/24/2014 09:30 AM

Final Approval Date: 09/26/2014

AI-46675 **Open Session 22. F.**

CC - REGULAR

Meeting Date: 09/30/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Sergio Rodriguez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/24/2014 02:30 PM
Purchasing Department	Monica Badillo	09/26/2014 05:46 PM

Form Started By: Aida Alvarez Started On: 09/24/2014 09:33 AM

Final Approval Date: 09/26/2014

AI-46725 **Open Session 22. G.**

CC - REGULAR

Meeting Date: 09/30/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Gabriela L. Ventura

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/25/2014 03:56 PM
Purchasing Department	Monica Badillo	09/26/2014 05:46 PM

Form Started By: Aida Alvarez Started On: 09/25/2014 03:36 PM

Final Approval Date: 09/26/2014