AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
December 2, 2014
9:30 A.M.

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

1. **Roll Call**

2. **Pledge of Allegiance**

3. **Prayer**

4. **Approval of Consent Agenda**

5. **Open Forum**

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

A. **AI-47594** Discussion and consideration regarding the Hidalgo County Legislative Agenda for the upcoming 84th Legislative Session

B. **AI-47393** Appointment of the City of McAllen's nominee to the Hidalgo County Regional Mobility Authority

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-47549** Acceptance of letter of declination of office of Justice of the Peace, Pct. 3, Pl. 2 from J.P. Ismael "Melo" Ochoa for the term commencing January 1, 2015

D. **AI-47442** Request for use of Hidalgo County Courthouse for 2015 Mock Trial Competition to be held on Saturday, January 17, 2015 and Monday, January 19, 2015 (evening)

E. **AI-47424** Children's Advocacy Center d/b/a Estrella's House (1100):
1. Discussion, consideration, and action regarding funding request in the amount of $50,000.00 from the Children's Advocacy Center, d/b/a Estrella's House.
2. Discussion, consideration, and action on Declaration of Support to the Children's Advocacy Center, d/b/a Estrella's House.
3. Approval of 2014 appropriation of funds for the Child Advocacy Center in the amount of $50,000.00.
4. Approval to authorize County Treasurer to issue check in the amount of $50,000.00 to the Children's Advocacy Center d/b/a Estrella's House after review and processing procedures are completed by the County Auditor.

F. **AI-47523** Right of Way:
The 5125 Company- Approval to Open cut Casimiro Ortega Road in Los Ebanos, Texas north of Rene Flores and south of Francisco Garza, within the Right of Way east to west to install a 4" sewer line.

G. **AI-47576** Discussion, consideration, and approval of Cooperative Agreement between Texas A & M Agrilife Extension Service and Hidalgo County.

8. **Constables:**

A. **AI-47470** Discussion, consideration and approval to appoint Amando Guerra, Jr. as Reserve Deputy Constable by Constable, Martin Cantu, Constable Pct. 2 in accordance with Texas Local Government Code Section 86.012.

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

A. **AI-47595** Executive Office (1100):
1. Approval to create two (2) regular full-time County Operations Administrator positions, slot no. 0019 budgeted at $86,888.00 and 0020 budgeted at $91,888.00.
2. Approval to transfer employee no.78506 to slot no. 0019 and employee no. 115622 to slot no.0020 effective upon Commissioners' Court approval.
3. Approval of inter-departmental transfer.
4. Approval of revised salary schedule.

B. **AI-47597** Pct 2 Administration/CW Mech Shop (1200):
1. Approval of the following position title changes:

Action	Program	Slot#	Current Position Title	Proposed Position Title

Title Change	CW Mech Shop	0010	Mechanic IV	Mechanic V
Title Change	CW Mech Shop	0002	Mechanic III	Mechanic IV
Title Change	Administration	0010	Clerk/Receptionist	Clerk III
Title Change	Administration	0011	Office Clerk	Clerk III

2. Approval of the revised salary schedule.

C. AI-47587 Precinct 2 (1100/1200):
Approval of the following personnel actions:
1. Delete the following positions:

Action	Program	Slot#	Position Title	Current Budgeted Salary
Delete	Parks	0010	Maintenance I	$22,954.00
Delete	CW Mech Shop	0003	Mechanic III	$32,131.00
Delete	Rd Administration	0015	Accounts Payable Specialist II	$32,769.00
Delete	Rd Maintenance	0042	Maintenance I	$23,674.00
Delete	Rd Maintenance	0044	Traf SA/SP I	$23,015.00
Delete	Rd Maintenance	0071	Maintenance I	$23,384.00
Delete	Rd Maintenance	0073	Maintenance I	$23,384.00
			Total:	**$181,311.00**

2. Create the following positions:

Action	Program	Slot#	Position Title	Proposed Budgeted Salary
Create	Parks	0037	Heavy Equipment Operator I	$29,656.00
Create	CW Mech Shop	0011	Truck Driver III	$34,589.00
Create	CW Mech Shop	0012	Mechanic III	$37,359.00
Create	Rd Administration	0021	Accounts Payable Specialist III	$37,869.00
Create	Rd Administration	0022	Clerk III	$28,745.00
			Total:	**$168,218.00**

3. Approval of Intra/Inter departmental transfers.
4. Approval of the revised salary schedules.

D. AI-47596 Precinct 2 Administration (1200):
Approval of the following personnel action:
1. Create the following position:

Action	Program	Slot #	Position Title	Proposed Budgeted Salary
Create	Administration	0020	Executive Assistant IV	$70,748.00
			Total:	**$70,748.00**

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

10. **Sheriff's Office:**

A. **AI-47484** 1. Authorization and approval to purchase through the State of Texas Surplus Property Program under Chapter 2175.001 of the Texas Government Code and Sec. 262.024(a)(9)(C) of the Local Government Code for: Seven (7) 2009 Chevy Tahoe and (1) 2008 Chevy Tahoe police interceptor model vehicles in the total amount of $72,000.00.

2. Requesting the County Treasurer's Office the issuance of the check made payable to: Texas Facilities Commission after completion of County Auditor's review and approval.

B. **AI-47462** State Criminal Alien Assistance Program (SCAAP) Grant (1284):
1. Authorization and approval for Certification of Revenues for SCAAP 2014
2. Authorization and approval for Appropriation of funds for SCAAP 2014 in the amount of $27,922.00

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

A. **AI-47437** 1. Discussion, consideration and approval for the Justice of the Peace to continue to collect the $20 Scofflaw fee on all cases which are delinquent 90 days following "Plea Date". Waivers of $20 Scofflaw fee are not authorized (except in instances of complete dismissal of cases where no court costs are collected).
2. Discussion, consideration and approval to allow the Tax Assessor Collector's Office to collect the $20 Scofflaw fee if it is not collected by the Justice of the Peace in error.
3. Discussion, consideration and approval to grant the Tax Assessor Collector's Office inquiry access to AbleTerm - Criminial Justice Information System.

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

A. **AI-47381** Pursuant to Chapter 465 Local Drug and Alcohol Education Programs, Sec. 465.003, presentation on the Hidalgo County Health & Human Services Drug and Alcohol Abuse Advisory Commission's activities.

B. **AI-47517** Requesting approval of the Non-Disclosure Agreement between the University of Texas - Pan American and Hidalgo County Health & Human Services Department.

C. **AI-47511** Requesting approval to submit community based healthy border work plan to the Binational Health Council for an amount up to $4,400.00 in grant funds.

D. **AI-47532** 1. Discussion, consideration, and approval to drawdown $10,000,000.00 for Demonstration Year (DY) 3 Advance UC Payment from the Local Provider Participation Fund (LPPF).
2. Approval of Certification of Revenues as certified by the County Auditor for Demonstration Year 3 IGT drawdown.
3. Approval of Appropriation of funds for Demonstration Year 3 IGT drawdown in the amount of $10,000,000.00 to fund Uncompensated Care.

E. **Health Care Funding District:**

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

F. **Indigent Health Care Program:**

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

13. **IT Department - Renan Ramirez**

A. **AI-47487** Requesting approval of the following claim/invoices with the authority for the County Treasurer to issue payment/check after review, audit and processing procedures are completed by the County Auditor.

Requesting approval for payments for Intrastate and Interstate calls for January thru December 2014 and any further invoices for the remainder of year 2014.

Time Warner Cable
Acct. 8260 18 035 0341754
Acct. 8260 18 300 0001497

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

A. **AI-47386** Andrea Valdez, County Coordinator, would like to introduce the CDC Obesity Prevention Grant to the Court. Ms. Valdez will discuss the partnership between Texas A&M AgriLife Extension Service and Texas A&M Health Science Center.

15. **Head Start Program - Teresa Flores:**

A. **AI-47454** Discussion/Approval on Request to Lease Two (2) Copiers through Hidalgo County's Membership/ Participation in the State of Texas Department of Information Resources (DIR) Awarded Vendor, Toshiba Business Solutions, DIR Contract DIR-SDD-1686, in the Amount of $1,303.00 per Month for 48 Months for Head Start Administration Departments

B. **AI-47455** Presentation for Discussion, Consideration and Approval to Enter into a Memorandum of Understanding (MOU) Between Hidalgo County Head Start Program and Pharr-San Juan-Alamo (P-SJ-A) Independent School District

C. **AI-47457** Discussion/Approval to Award Classroom Space (as attached hereto) for Sealed Bids on Lease of Classroom/Land Space for the Following Areas:
Classroom Space
2014-006-11-14-Donna, 2014-007-11-14-Edinburg, 2014-008-11-14-McAllen, 2014-009-11-14-McAllen, 2014-010-11-14-Mercedes, 2014-011-11-14-Mercedes, 2014-013-11-14-Mission, 2014-014-11-14-Mission, 2014-018-11-14-Weslaco
Land Space, 2014-012-11-14-Mercedes, 2014-015-11-14-Mission, 2014-016-11-14-Mission

D. **AI-47456** Discussion/Approval for Hidalgo County Head Start Program to Exercise Option to Extend for an Additional One and/or Two Year Term on the Interlocal Agreements for Facilities (Under Same Terms and Conditions)with the Following Entities McAllen Housing Authority - McAllen V Head Start Center McAllen Housing Authority - Vine Terrace Head Start Center City of Weslaco - Weslaco I Head Start Center McAllen ISD (2 Years) - Austin One (A-1) Head Start Center

E. **AI-47463** Discussion/Approval of Appointment of One (1) Community Representative by Each Member of the Commissioners' Court to Serve on the Hidalgo County Head Start Program Policy Council, for a One (1) Year Term According to 45CFR Chapter XIII, 1304.50(b)(7) Beginning October 2014 - Pending Appointment of Community Representative: Commissioner Joseph Palacios, Precinct 4

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

A. **AI-47503** 1. Preliminary Approval
a. San Pablo Subdivision No. 2 – Pct. 4 (Buena Tierra Development)
b. Sunridge Valley Subdivision – Pct. 1 (Aldo Quintanilla)
c. MGM Platinum Ranches Subdivision – Pct. 4 (Richard Garza)
d. Ranchitos Escondidos Phase I-A – Pct. 4 (Forrest Runnels, Jr.)

2. Final Approval with Financial Guarantee
a. Re-plat of Lots 5 thru 9 of the Hills Subdivision – Pct. 4 (Jeffrey Moats)

3. Reimbursement of a Cash Deposit
a. Los Novillos Subdivision – Pct. 4 (KCJC Real Estate Partnership)
b. Las Estrellas Phase I Subdivision – Pct. 3 (CWL Limited)
c. Las Estrellas Phase IV Subdivision – Pct. 3 (CWL Limited)
d. Ranchitos Escondidos Phase I – Pct. 4 (CWL Limited)

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

A. **AI-47438** HIDTA Chapter 59 (1251):
Approval of 2014 appropriation of funds in the amount of $30,000.00 for HIDTA Chapter 59 funds.

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

A. **AI-47577** 1. Approval and acceptance of Order dated November 20, 2014 setting salary of Court Reporters for 2015.
2. Approval and acceptance of Order dated November 20, 2014 setting salary of County Auditor, Assistant County Auditors, and Budget of County Auditor for 2015.

B. **AI-47582** 1. Approval of amendment to Appendix A of the Financial Advisory Services contract.
2. Approval of third party invoices and fixed costs and expenses for the bond sales dated November 18, 2014.

C. **AI-47518** Sanitation Program
Approval to amend the Countywide Solid Waste Citizen Collection Station Rules.

D. **Budget Appropriations:**

1. **AI-47510** CO 2009B&C (1441):
Approval of 2014 appropriation of funds into CO 2009B&C in the amount of $500.00 to fund agent fees.

19. **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-47376** Discussion consideration and approval (if applicable) of the following items in connection to the "Delinquent Tax Collection Services-RFP/Q NO: 2014-333-10-15-VYG" project as follows:

A. Acceptance and approval of the negotiated contract with the number one ranked firm "Linebarger Goggan Blair & Sampson, LLP" including the firm's Best and Final Offer (BAFO)for the Delinquent Tax Collection Services;
B. Selection on contract term to be for a two (2) year term with the County's option to renew for an additional one (1) year OR an additional one(1)-two(2) year term ***and/or*** three (3) year term with one year renewal (as how Commissioners Court discussed and took action on September 9, 2014) with same fees, terms and conditions.

B. **Pct. 1**

1. **AI-47539** Approval of Work Authorization No. 3 in connection to Contract# C-14-309-09-09 with Millennium Engineers Group, Inc. in the amount of $8,713.50 through assigned requisition # 267377 for the provision of "Construction Materials Testing Services" for the Mile 4 West Road (Mile 15 to Mile 16) Improvements Project.

C. **Pct. 2**

1. **AI-47472** A. Request from Precinct 2 for exemption from HCCC approved Order for Major Purchases Deadline date of October 3, 2014 as budget line items were being reviewed and analyzed for funding for needed parks equipment;

   B. Authority to purchase 2 tractors (as detailed in supporting documentation) through John Deere (TXMAS cooperative purchasing program awarded vendor) in the amount of $15,321.26 each with written confirmation by John Deere that items will be delivered prior to 12-31-14 with authority to process requisition and approve a Purchase Order.

2. **AI-47578** Acceptance and approval of "Certificate of Substantial Completion" from contractor, Holchemont, Ltd., reflecting partial completion date of November 11, 2014 for the "Hidalgo Co. Pct 2 Equipment and Maintenance Facility" as submitted and certified by project architect, ERO Architects.

D. **Pct. 4**

1. **AI-47524** Authority and approval to enter into an Interlocal Agreement between Hidalgo County and Texas A&M University to establish an Hidalago County- San Carlos Community Resource Center in Precinct #4.

2. **AI-47515** A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional architectural services.

   B. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional architectural services for Pct No.4 "ON CALL SERVICES".

	ROFA Architects Services	ERO Architects services	Mata-Garcia Architects Services
Scores	94	96	98
Ranking			

   C. Authority for the Purchasing Department to negotiate a professional contract with the No. 1 ranked firm _____for architectural services for Pct No.4 "ON CALL SERVICES".

3. **AI-47474** a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (a) (7) (C) to provide utility construction to enable electric power.

b. Approval to issue payment to Magic Valley Cooperative, Inc (MVEC) in the amount of $4,634.40 through issuance of a purchase order. Magic Valley Electric Cooperative has facilities in place to provide construction services to extend 3 phase overhead and underground to serve Linn-San Manuel Emergency Service Facility.

E. Constables

1. **AI-47509** **CONSTABLE PRECINCT ONE:**
a) Acceptance and approval of revised Pay Application #12 as final retainage (previously approved by cc on 07/08/14-AI#45292) with the new amount of $41,403.57 that is including the 5% percent retainage of Pay Application #13 and as submitted by Holchemont LTD, awarded vendor (AIA Contract #C-12-028-07-24) for the Construction of a New Constable Building" in Precinct One and as certified for payment by project architect, Alcocer Garcia Associates thus allowing Auditor's Office to issue and release payment pursuant to court's action;

b) Ratification and approval declaring the AIA, Article 9.10.2 (2,3,5) dealing with maintenance of insurance by the general contractor until final payment became moot as County occupied building, insured it and no construction took place while final payments processed.

F. Facilities Management:

1. **AI-47528** Acceptance of proposal submitted by RL Abatement, Inc. (thru county's participation with TIPS/TAPS Contract No. 1042414) for Asbestos Removal and Disposal at the Hidalgo County Clerk's Office, in the total amount of $13,443.87 as per specifications developed by project consultant AAMECC, LLC. Asbestos Abatement project is scheduled to take place starting after 5 PM on Thursday, December 4th, and finished by 1:00 PM on Monday December 8th, 2014. County Clerk's Office will be closed while this project is in progress as announced to Commissioner's Court on November 18, 2014, by Mr. Arturo Guajardo, Hidalgo County Clerk.

G. Sheriff's Office

1. **AI-47561** Recommending award of bid(s) and contract(s) to responsible vendors submitting the lowest and best bids (as detailed in the tabulation sheet contained herein) and meeting all specifications and/or requirements for Request of Sealed Bids: "Purchase of Tires-Including Installation and Other Related Services" for Hidalgo County Sheriff's Office - Including all other Hidalgo County Law Enforcement Agencies, through bid project No.: 2014-324-10-01-SMA.

a) Contract No. C-14-324-12-02-Southern Tire Mart, LLC
b) Contract No. C-14-324A-12-02-A to Z Tire & Battery, Inc. (TIRES ONLY)

***Effective, December 6, 2014, Expiring, December 5, 2015.

20. **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-47591** Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Red Flower - Tax Abatement.

D. **AI-47600** Pending/potential litigation:
The South 5.0 acres of the North 20.0 acres of Lot 45-2, WEST ADDITION TO SHARYLAND, Hidalgo County, Texas, according to the map recorded in Volume 1, Page 56, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

E. **AI-47546** Civil Action No. 7:13-cv-00262; Ezequiel C. Jurado, et al v Guadalupe Trevino, Sheriff of Hidalgo County & Hidalgo County

F. **AI-47589** Cause No. CL-13-1855-A; ALBERTO MARTINEZ vs. HIDALGO COUNTY, TEXAS

G. **AI-47536** Claim of Hector Miramontes

H. **AI-47543** Claim of Elisa Rodriguez

I. **AI-47554** Claim of Maria Gutierrez

21. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. **AI-47592** Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Red Flower - Tax Abatement.

D. **AI-47601** Pending/potential litigation:
The South 5.0 acres of the North 20.0 acres of Lot 45-2, WEST ADDITION TO SHARYLAND, Hidalgo County, Texas, according to the map recorded in Volume 1, Page 56, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

E. **AI-47545** Civil Action No. 7:13-cv-00262; Ezequiel C. Jurado, et al v Guadalupe Trevino, Sheriff of Hidalgo County & Hidalgo County

F. **AI-47590** Cause No. CL-13-1855-A; ALBERTO MARTINEZ vs. HIDALGO COUNTY, TEXAS

G. **AI-47537** Claim of Hector Miramontes

H. **AI-47544** Claim of Elisa Rodriguez

I. **AI-47555** Claim of Maria Gutierrez

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

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

24. **Adjourn**

AI-47594 **County Judge's Office 6. A.**

CC - REGULAR

Meeting Date: 12/02/2014

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

Department: COUNTY JUDGE

Information

CAPTION

Discussion and consideration regarding the Hidalgo County Legislative Agenda for the upcoming 84th Legislative Session

BACKGROUND

Discussion item only. No fiscal impact.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/26/2014 01:31 PM
Purchasing Department	Monica Badillo	11/26/2014 05:14 PM

Form Started By: SANDRA DELEON Started On: 11/26/2014 12:01 PM

Final Approval Date: 11/26/2014

AI-47393 **County Judge's Office 6. B.**

CC - REGULAR

Meeting Date: 12/02/2014

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

Department: COUNTY JUDGE

Information

CAPTION

Appointment of the City of McAllen's nominee to the Hidalgo County Regional Mobility Authority

BACKGROUND

Two year term: February 2014 - February 2016

Attachments

letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/13/2014 04:29 PM
Purchasing Department	Monica Badillo	11/26/2014 05:14 PM

Form Started By: SANDRA DELEON Started On: 11/13/2014 02:09 PM

Final Approval Date: 11/26/2014

CITY OF
McALLEN

JAMES DARLING, Mayor
HILDA SALINAS, Mayor Pro-Tem and Commissioner District 3
AIDA RAMIREZ, Mayor Pro-Tem and Commissioner District 4
SCOTT C. CRANE, Commissioner District 1
TREY PEBLEY, Commissioner District 2
JOHN J. INGRAM, Commissioner District 5
VERONICA VELA WHITACRE, Commissioner District 6

MIKE R. PEREZ, City Manager

RECEIVED
MAR 07 2014
COUNTY JUDGE

March 5, 2014

The Honorable Judge Ramon Garcia
Hidalgo County Judge
PO Box 1356
Edinburg, Texas 78540

RE: RMA Director Appointment

Dear Judge Garcia:

This letter will serve to inform you that at the Regular Meeting of the McAllen Board of Commissioners held February 24, 2014, the McAllen City Commission re-appointed R. David Guerra as Director to the Hidalgo County Regional Mobility Authority. Mr. Guerra's term will be for two years pursuant to the HCRMA Bylaws (1st Amendment) and Chapter 370, Subchapter F. *Governance.* of the Texas Transportation Code.

If you should have any questions, please do not hesitate to contact me at (956) 681-1020.

Best regards,

Annette Villarreal

Annette Villarreal, TRMC/CMC, CPM
City Secretary

cc: Mayor Jim Darling and City Commissioners
Mike R. Perez, City Manager
Dennis Burleson, HCRMA Chairman

AI-47549 **Comm. Court Executive Office 7. C.**

CC - REGULAR

Meeting Date: 12/02/2014

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Acceptance of letter of declination of office of Justice of the Peace, Pct. 3, Pl. 2 from J.P. Ismael "Melo" Ochoa for the term commencing January 1, 2015

BACKGROUND

Attachments

letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/24/2014 04:42 PM
Purchasing Department	Monica Badillo	11/26/2014 05:14 PM

Form Started By: Monica Badillo Started On: 11/24/2014 03:55 PM

Final Approval Date: 11/26/2014

November 24, 2014

Hidalgo County Commissioners' Court
302 West University Drive
Edinburg, Texas 78539

RE: Declination of Office of Justice of the Peace, Precinct 3, Place 2

Dear Judge and Commissioners:

In accordance with Section 201.001 of the Texas Election Code this letter shall serve as my declination of the office of Justice of Peace, Precinct 3, Place 2 for the term commencing January 1, 2015.

Sincerely,

Ismael "Melo" Ochoa

AI-47442 **Comm. Court Executive Office 7. D.**

CC - REGULAR

Meeting Date: 12/02/2014

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Request for use of Hidalgo County Courthouse for 2015 Mock Trial Competition to be held on Saturday, January 17, 2015 and Monday, January 19, 2015 (evening)

BACKGROUND

Insurance Certificate attached.

Attachments

request

ins

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/14/2014 04:49 PM
Purchasing Department	Monica Badillo	11/26/2014 05:14 PM

Form Started By: Monica Badillo Started On: 11/14/2014

Final Approval Date: 11/26/2014

Region One Education Service Center

1900 W. Schunior • Edinburg, TX 78541 • Phone (956) 984-6000 Fax (956) 984-7655

Cornelio Gonzalez, Ph.D.
Executive Director

October 17, 2014

The Honorable Ramón Garcia
Office of the Hidalgo County Judge
1615 S. Closner, Ste. J
Edinburg, Texas 78539

Dear Judge Garcia:

We are proud to announce that once again the Region One ESC Mock Trial Competition held in January 2014 was a success. As always, it was a pleasure working with the courthouse judges, court coordinators, security, and custodial crew. Their professionalism was admirable and helped to facilitate the event. As we are already making plans for the 2015 Regional Mock Trial Competition, we hope to continue this established relationship with the Hidalgo County Courthouse.

Region One ESC respectfully requests the use of the Hidalgo County Courthouse for the day-long competition scheduled on Saturday, January 17, 2015 and the evening of Monday, January 19, 2015.

We anticipate the same 24 teams in the competition. These 24 teams include returning participants and two teams which will be participating for the first time in the Regional Mock Trial Competition. As was the case last year, we request to have two maintenance personnel available on Saturday, January 17, 2015, from 7:00 am to 9:00 pm. The gentlemen assigned the duty this past year were extremely accommodating and did an excellent job ensuring that Region One ESC staff, parents and student participants had access to the courthouse and courtrooms and that the facilities were neat and clean. If possible, we would like to maintain contact with the assigned individuals throughout the year. Please have your office call to notify us who will be assigned this duty so we may begin communication with them prior to the event. I can be reached at (956) 984-6172.

Again, thank you for allowing us to bring this competition to the Hidalgo County Courthouse each year!

Respectfully,

José Julian "JJ" Saenz
Region One Education Service Center
Mock Trial Coordinator

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: 10/21/14 BY:

Region One Education Service Center does not discriminate on the basis of age, race, color, national origin, gender, or disability.

PCAT™
Property Casualty Alliance of Texas

CERTIFICATE OF COVERAGE

DATE (MM/DD/YY) 09.04.2014

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 AS SHOWN BELOW. THIS CERTIFICATE DOES NOT CONSTITUTE A CONTRACT BETWEEN PCAT, THE AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER (Contact With Any Questions)

Jerry Bravenec / Cindi Ray
Carlisle Insurance Agency, inc.
611 South 14th Street, Suite 100
Kingsville TX 78363
Phone: 877-595-5611 FAX: 361-595-5815

CARRIER AFFORDING COVERAGE

CARRIER A: Property Casualty Alliance of Texas (PCAT)

CARRIER B:

COVERED MEMBER

Region One Education Service Center
1900 West Schunior
Edinburg TX 78541

COVERAGES

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE COVERAGE 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 COVERAGES DESCRIBED HEREIN ARE SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CARRIER LTR	TYPE OF COVERAGE	ADDL INSR	MEMBER NUMBER	EFF DATE (MM/DD/YY)	EXP DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY**						
	☒ General Liability	☐	PC108-960	09.01.2014	09.01.2015	Each Occurrence	$ 1,000,000
	☐ Claims Made ☒ Occurrence					Fire Damage (Any one fire)	$ 500,000
	☐ _____					Med Exp (Any one person)	$ -0-
	☐ _____					Personal & Adv Injury	$ 1,000,000
	General Aggregate Limit Applies Per:					General Aggregate	$ 1,000,000
	☒ Policy ☐ Project ☐ Loc					Products – Comp/Op Agg	$ 1,000,000
	AUTOMOBILE LIABILITY						
	☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Auto ☐ _____	☐				Combined Single Limit (Each Accident) Bodily Injury (Per Person) Bodily Injury (Per Accident) Property Damage (Per Accident)	$ $ $ $
	OTHER						$ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

for information purposes only

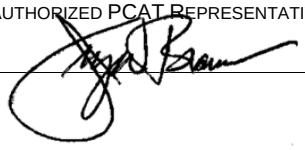
CERTIFICATE HOLDER

County of Hidalgo, Hidalgo County Courthouse
100 N Closner
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED PCAT REPRESENTATIVE



AI-47424 **Comm. Court Executive Office 7. E.**

CC - REGULAR

Meeting Date: 12/02/2014

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Children's Advocacy Center d/b/a Estrella's House (1100):
1. Discussion, consideration, and action regarding funding request in the amount of $50,000.00 from the Children's Advocacy Center, d/b/a Estrella's House.
2. Discussion, consideration, and action on Declaration of Support to the Children's Advocacy Center, d/b/a Estrella's House.
3. Approval of 2014 appropriation of funds for the Child Advocacy Center in the amount of $50,000.00.
4. Approval to authorize County Treasurer to issue check in the amount of $50,000.00 to the Children's Advocacy Center d/b/a Estrella's House after review and processing procedures are completed by the County Auditor.

BACKGROUND

Funds are available in fund balance in the amount of $238,736.51 - Acct. #4-1100-255-02-000-002-0-000

FOR INFORMATIONAL PURPOSES:
Have not received funds this year; Letter to request funds to be forthcoming as per State Comptrollers' Office.

Funds in the amount of $309,319.76 in relation to the FY 2012/2013 unclaimed capital credits from electric coops were deposited at the County Treasurer's office on 5/30/14;

Funds request to State Comptroller's office for the unclaimed capital credits for FY 2012/2013 was approved by CC on 3/18/14.

Revenue Acct #4-1100-360-00-000-000-0-000

Attachments

letter
declaration
legal
appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/14/2014 02:11 PM
Purchasing Department	Monica Badillo	11/26/2014 05:14 PM

Form Started By: Monica Badillo Started On: 11/14/2014

Final Approval Date: 11/26/2014

CHILDREN'S ADVOCACY CENTER OF HIDALGO COUNTY, INC.

525 W. Wisconsin Rd. • Edinburg, Texas 78539 • Phone (956) 287-9754 • Fax (956) 287-9764

WWW.CACHIDALGO.ORG

BREAKING THE CYCLE OF ABUSE ONE CHILD AT A TIME

Executive Officers:

Tina Martin, President
Lorena Castillo, Vice-President
Miguel Villarreal, Treasurer
Karen Griffin Munoz, Secretary

Hidalgo County Board Members:

Sandra Garcia
Sheriff J.E. (Eddie) Guerra
Magdalena G. Hinojosa, ADA
Dr. Carolina G. Huerta
Betzabel Guerra
Ricardo "Rick" Guerrero
Linda Kostenko
Stephanie Cassity
Catherine A. Donnan

Starr County Board Members:

Omar Escobar, DA
Judith A. Solis

Executive Director:
Victoria Y. Medina

cactx
children's advocacy centers of texas

United Way
United Way of South Texas
Serving Hidalgo & Starr Counties

September 9, 2014

Honorable Ramon Garcia
Hidalgo County Judge
2818 S Bus. Hwy. 281
Edinburg, TX 78539

RE: 381.004 (f) of the Local Government Code

Dear Judge:

It is that time of year when the Children's Advocacy Center (CAC) requests funding assistance from appropriate sources. We are reaching out to you for consideration. Section 381.004 (f) of the Local Government Code: states ***"The commissioners' court of a county may support a Children's Advocacy Center that provides services to abused children."*** Last year, commissioners' court supported the center in the amount of **$50,000.** We are requesting the same level of funding for this FY 2014-15.

This funding if awarded along with other funding allows the CAC, a community-based nonprofit, to continue meeting the needs of child abuse victims by providing child forensic interviews conducted by trained interviewers, medical examinations, mental health/counseling services, victim support and advocacy, and case review using a multidisciplinary team. We work in collaboration with law enforcement, Child Protective Services, and the District Attorney's Office to coordinate a quick response and provide needed services to the victim and non-offending family members of Hidalgo County. We served 964 new victims in 2013 and are on our way to match or exceed that number in 2014.

Studies show that abused children who get early professional assistance are more likely to succeed in dealing and coping with the trauma of abuse and do better later in their adult lives. With early intervention, we can help break the cycle of abuse and, more importantly, significantly increase a child's chances of becoming a healthy adult, a good parent, and a citizen that is able to positively contribute back to the community.

We are formally requesting funding support from Funding Source 381.004 of the Local Government Code or other appropriate funding sources in the amount of $50,000, the same level as last year.

Should you have any questions regarding this matter, please feel free to call me at (956) 287-9754. On behalf of the Board of Directors, we thank you for your time, your consideration and your support.

Respectfully,

Victoria Medina
Executive Director

RECEIVED
OFFICE OF EXECUTIVE OFFICER
on: 10/17/14 BY:

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Declaration of Support to the
Children's Advocacy Center of Hidalgo County
by the County of Hidalgo, Texas

Whereas, the Children's Advocacy Center of Hidalgo County, d/b/a Estrella's House ("Estrella's House"), has requested that Hidalgo County (the "County") support its efforts to help abused children in the county;

Whereas, child abuse is recognized as a national significant problem and as such Estrella's House has been created in accordance with Texas Family Code Chapter 264;

Whereas, Local Government Code Section 381.004 (e) and (f) permit the Commissioners' Court of a county to support a children's advocacy center that provides services to abused children from unclaimed property monies received from the Texas Comptroller of Public Accounts as described in Local Government Code Section 381.004 (e); and

Whereas, Hidalgo County has found it is in the best interest of the County's residents to support Estrella's House by providing funds as allowed by Local Government Code Section 381.004.

Pursuant to Local Government Code Chapter 381, the Commissioners' Court of Hidalgo County, Texas (the "County") does hereby tender to Estrella's House, located at 525 W. Wisconsin, Edinburg, Texas, the amount of fifty thousand dollars ($50,000.00). The amount tendered to Estrella's House is to be used only for the furtherance of the purposes set forth below:

- To access victims of child abuse and their families to determine their needs of services relating to the investigation of child abuse.
- To provide services determined to be needed.
- To provide a facility at which a multidisciplinary team appointed under Texas Family Code Section 264.406 can meet to facilitate the efficient and appropriate disposition of child abuse through the civil and criminal justice systems.
- To coordinate the activities of governmental entities relating to child abuse investigations and delivery of services to child abuse victims and their families.

Estrella's House agrees to allow the County Auditor or his representatives the right, upon reasonable notice, to review and audit all books and records of Estrella's House.

Estrella's House, by the acceptance of this monetary support, warrants and represents that this support shall be held, administered, and used in accordance with all the terms and conditions in this instrument.

Passed and Approved on this the 2nd day of December, 2014 by the Commissioners' Court of Hidalgo County, Texas.

HIDALGO COUNTY

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

CHILDREN'S ADVOCACY CENTER OF HIDALGO COUNTY

_____
By: Victoria Medina
Its: Executive Director

APPROVED AS TO FORM:
DISTRICT ATTORNEY'S OFFICE

_____
By: Josephine R. Solis, Asst. D.A.

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

RE: for review - same as last yr. - CAC dba Estrellas House

From : Josephine L. Ramirez <josephine.ramirez@da.co.hidalgo.tx.us> Mon, Nov 17, 2014 02:18 PM
Subject : RE: for review - same as last yr. - CAC dba Estrellas House
To : 'Monica Badillo' <monica.badillo@co.hidalgo.tx.us>
Reply To : josephine ramirez <josephine.ramirez@da.co.hidalgo.tx.us>

Monica,

I have reviewed the attached declaration agreement and approve as to form.

Thanks.

Josephine Ramirez Solis
Assistant Criminal District Attorney
County Affairs Section Chief
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

****
The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO josephine.ramirez@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**
****

From: Monica Badillo [mailto:monica.badillo@co.hidalgo.tx.us]
Sent: Monday, November 17, 2014 1:59 PM
To: josephine ramirez
Subject: for review - same as last yr. - CAC dba Estrellas House

Hi Josie,
Please review; for agenda purposes.
Thanks,

Monica Salinas Badillo, Court Administrator
Hidalgo County Executive Office
2818 S. Bus. Hwy. 281
Edinburg, Texas 78539
(956) 292-7655 ext. 5602

(956) 292-7034 (fax)

DATE: December 1, 2014

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Childrens Advocacy Center

ACCOUNT NUMBER: 4-1100-444-20-125-019-0-

Contact Person: M.Badillo **Ph#** 5602

2014
Appropriation

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
4-1100-444-20-125-019-0-843	Childrens Advocacy Ctr Aid to Nongovt Agency	50,000.00
	TOTAL BUDGET INCREASE (DECREASE)	$ 50,000.00

REASON: To fund request for funding for the Children's Advocacy Center d/b/a Estrella's House. **Note: Monies are to be unreserved by Auditor's office from acct #4-1100-255-02-000-002-0-000 "F/B-Restricted for Economic Development".**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-47523 **Comm. Court Executive Office 7. F.**

CC - REGULAR

Meeting Date: 12/02/2014

Submitted By: Rebecca Gomez, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Right of Way:
The 5125 Company- Approval to Open cut Casimiro Ortega Road in Los Ebanos, Texas north of Rene Flores and south of Francisco Garza, within the Right of Way east to west to install a 4" sewer line.

BACKGROUND

Attachments

Open Cut - Pct.3 Casimiro Ortega Rd

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/21/2014 11:52 AM
Glinda Pacheco	Glinda Pacheco	11/24/2014 02:49 PM
Purchasing Department	Monica Badillo	11/26/2014 05:14 PM

Form Started By: Rebecca Gomez Started On: 11/21/2014 09:41 AM

Final Approval Date: 11/26/2014

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 2nd day of December, 2014 does by these presents **GRANT, GIVE AND RELINQUISH TO:**

The 5125 Company

hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 4 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**:

Open cut Casimiro Ortega Road in Los Ebanos, Texas, north of Rene Flores and south of Francisco Garza, within the Right of way east to west to install a 4" sewer line.

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a **4"** 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.

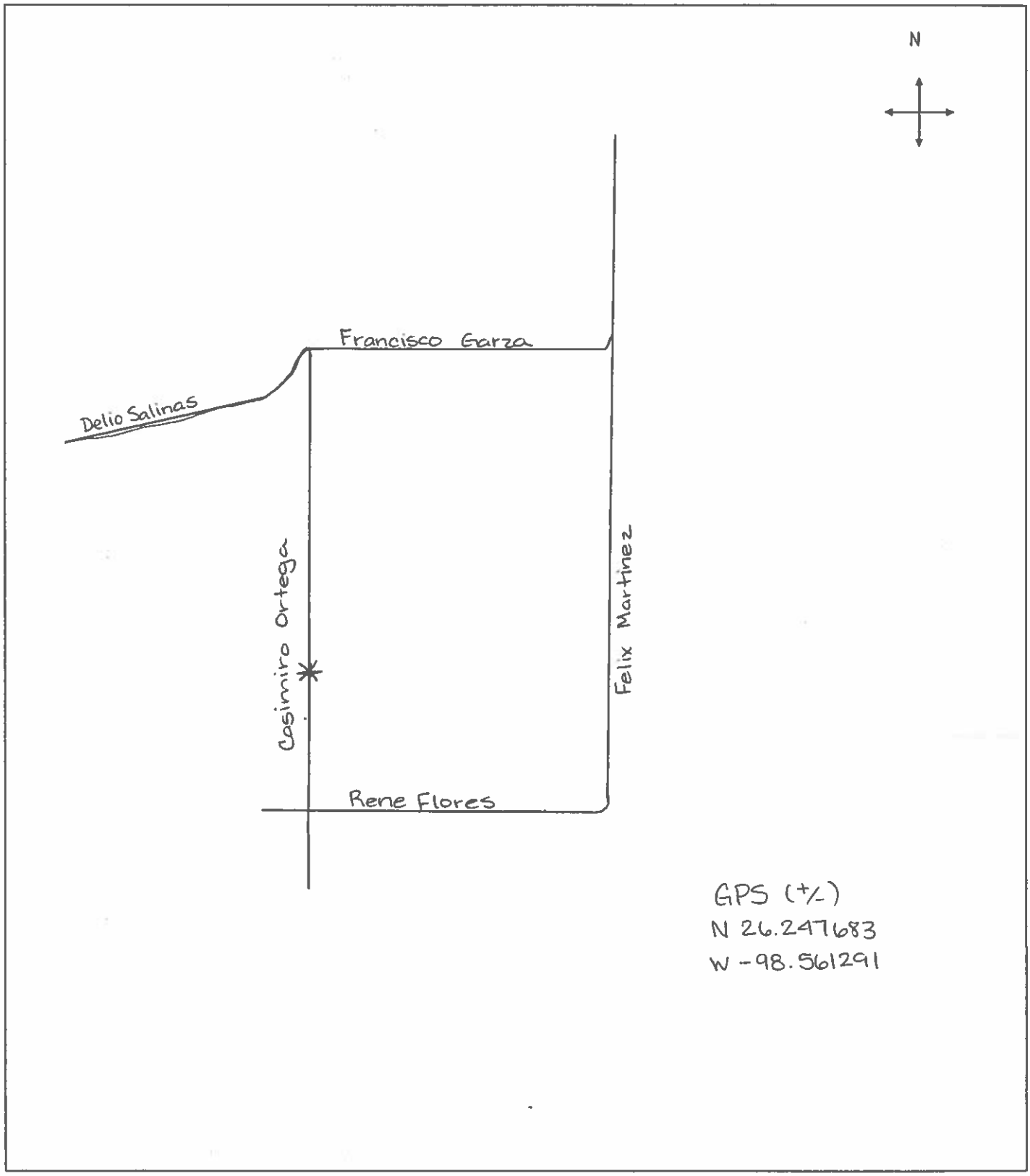
2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.

3. Permiltee 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.

SKETCH OF LOCATION



GPS (+/-)
N 26.247683
W -98.561291

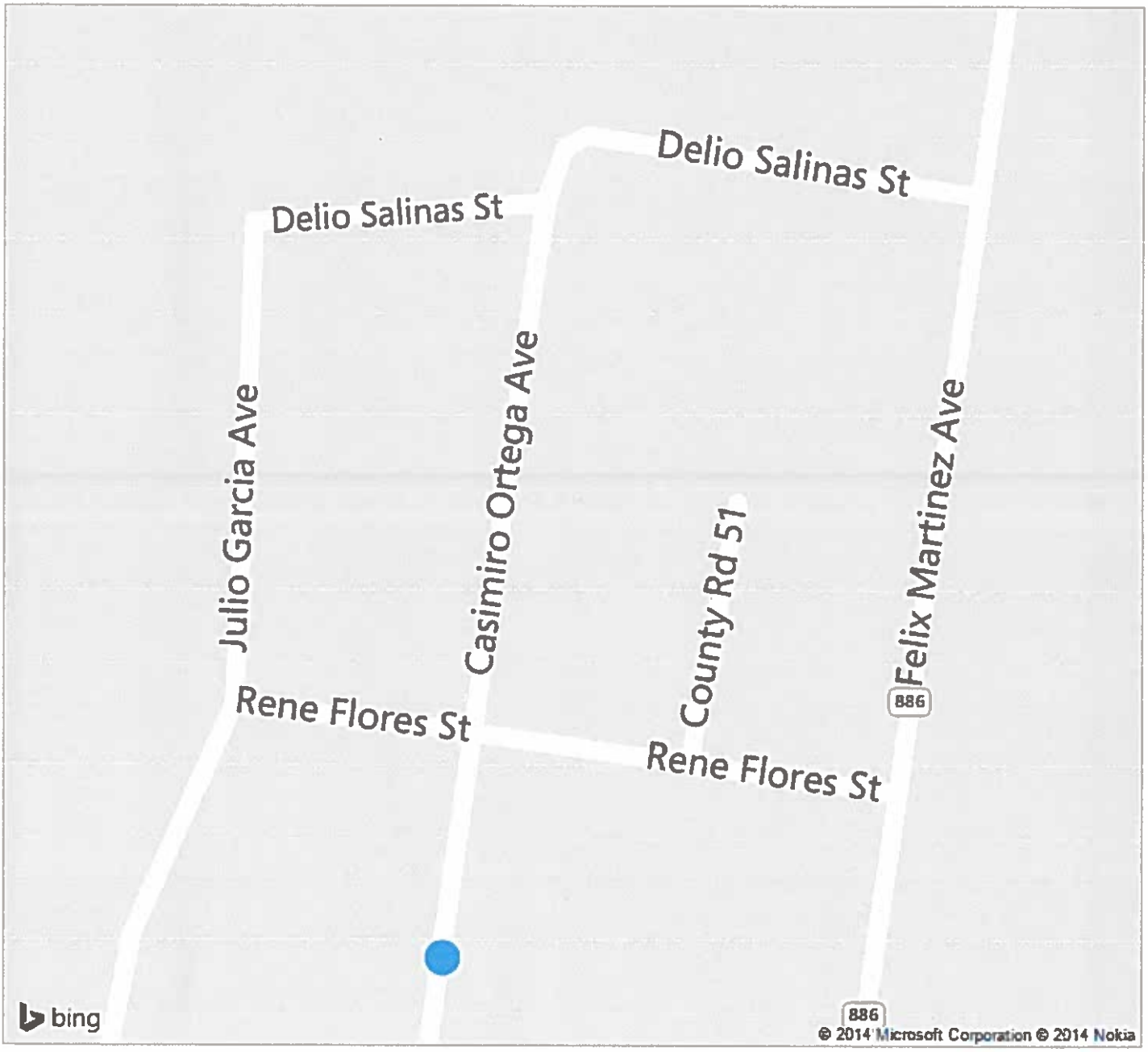
bing Maps

Casimiro Ortega St, Los Ebanos, TX 78565

My Notes

On the go? Use **m.bing.com** to find maps, directions, businesses, and more





AI-47576 **Comm. Court Executive Office 7. G.**

CC - REGULAR

Meeting Date: 12/02/2014

Submitted By: Debbie Tamez, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Discussion, consideration, and approval of Cooperative Agreement between Texas A & M Agrilife Extension Service and Hidalgo County.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-461-00-380-001-0-XXX

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

BUDGETARY IMPACT:

In accordance with paragraph 1, this agreement is for the period of January 1st-Dec. 31st 2015 and shall automatically renew annually, until terminated as provided in paragraph 14 with the understanding that all terms and conditions remain unchanged unless the agreement is specifically amended by mutual consent of the parties.

2015 Adopted County Budget for TX Agrilife Extension is 402,538.00 ($349,783.00 Salaries & Fringes) (52,755.00 Operating)

Attachments

TX Agrilife Agreement

Legal Approval Email

Form Review

Inbox	Reviewed By	Date
Ivan Cantu	Ivan Cantu	11/26/2014 09:14 AM
Budget & Management	Debbie Tamez	11/26/2014 09:17 AM
Purchasing Department	Monica Badillo	11/26/2014 05:14 PM

Form Started By: Debbie Tamez Started On: 11/26/2014 08:35 AM

Final Approval Date: 11/26/2014

Cooperative Agreement
Between
Texas A&M AgriLife Extension Service and Hidalgo County

This Cooperative Agreement (“Agreement”) between Hidalgo County ("County") and Texas A&M AgriLife Extension Service ("AgriLife Extension"), for the purpose of establishing a partnership between the citizens of Texas residing in said county and AgriLife Extension.

Whereas, Article 164, Vernon's Annotated Civil Statutes provides:

"The Commissioners' Court of any county of this state is authorized to establish and conduct cooperative demonstration work in Agriculture and Home Economics in co-operation with the ' Agriculture and Mechanical College of Texas, upon such terms and conditions as may be agreed upon by the Commissioners ' Court and the Agents of the Agricultural and Mechanical College of Texas and may employ such means, and may. appropriate and expend such sums of money as may necessary to effectively establish and carry on such demonstration work in Agriculture and Home Economics in their respective counties" (Senate Bill 82, 40th Texas Legislature, 1927)

Whereas, the County has carefully analyzed the need for continuing cooperative demonstration work in agriculture and other continuing education programs and services for the citizens of Hidalgo County, it has been determined that a Texas A&M AgriLife Extension Service agent staffing and budget plan assigned to develop and conduct educational programs in all phases of agriculture, family and consumer sciences, 4-H and youth, and economic development can effectively and efficiently serve the County of Hidalgo; and

Whereas, AgriLife Extension wishes to join in and cooperate with the County in furtherance of a County Extension Program.

Now therefore, County and AgriLife Extension agree as follows:

1. This Agreement is to be for the period beginning January 1, 2015 and ending December 31, 2015**.** AgriLife Extension and the County have had a long-standing relationship concerning extension educational work; therefore, this Agreement shall automatically renew annually, until terminated as provided in Paragraph 14 below, with the understanding that all terms and conditions remain unchanged unless this Agreement is specifically amended by mutual consent of the parties, documented in writing and signed by an authorized representative of each party.

2. The County through the Commissioners' Court of Hidalgo County, Texas will annually allocate an amount of funds determined through the County’s annual budgeting process in furtherance of the County Extension Program and the extension county office. Allocations may provide County support of extension agent salaries or other county support staff, and associated fringe benefits as required by federal and state law, telephone service, office equipment, supplies, travel expenses, staff in-service training, etc. This Agreement does not

require the payment of any funds to AgriLife Extension. The County will disburse funds to employees through the processes set forth in county procedures.

3. The County will provide adequate office space, furnishings, equipment, vehicles and other operating expenses for the proper support of the faculty, support staff, and the County Extension Program. AgriLife Extension shall not remove any furnishings from the office and shall return the same to the County, together with any equipment, supplies, etc. provided under the following paragraph, upon the termination of this Agreement. Each party shall maintain separate ownership and control over any personal property purchased or used in the performance of this cooperative Agreement.

4. The County will annually review the salary support provided to County Extension Agents, and may provide for salary adjustments comparable to those provided to Hidalgo County employees through the processes set forth by county procedures.

5. AgriLife Extension will provide and administer extension educational work within Hidalgo County which is directed at improving the quality of life for people in the county, enhancing economic opportunity within the county, and sustaining the natural resources of the county. Planning, developing and conducting educational activities and programs in areas of agriculture, family and consumer sciences, 4-H youth development, and economic development are part of the extension educational work, and expenses for such are acceptable for reimbursement from the operating budget provided by the County. This includes the preparation of mass media information, conducting training meetings, workshops, clinics, short courses, and technical support to assist the residents of Hidalgo County.

6. AgriLife Extension will make available resources as normally provided to other AgriLife Extension county agents such as specialists' expertise, publications, and other materials and supplies.

7. Routine management and supervision of the County Extension Program shall be through a County Coordinator appointed annually by AgriLife Extension. The County Coordinator shall serve as the agency liaison/department head for Hidalgo County, and shall be housed in Hidalgo County.

8. Overall supervision of the Hidalgo County Extension Program shall be by the District Extension Administrator. The County Extension Program shall also be accountable to Hidalgo County Commissioners Court by providing periodic special and annual reports of activities and accomplishments.

9. The County Coordinator, with the advice and consent of the District Extension Administrator shall directly supervise all extension educational work, the operating budget, and the support staff.

a. The County Coordinator shall manage the operating budget in accordance with county fiscal policies and accepted accounting practices. Flexibility between categories is allowed and adjustments may be made within budget categories

for efficient program emphasis and financial management. Reimbursement or purchasing requests for budgeted expenditures shall be submitted to the County in accordance with County procedures. Extension faculty and support staff shall keep accurate and detailed records of expenses incurred in accordance with county fiscal procedures.

b. The County Coordinator shall manage and administer county-provided equipment in accordance with Hidalgo County policies and procedures.

c. The County Coordinator shall supervise the support staff employed by the County and assigned to the County Extension Program in accordance with county personnel policies and procedures and civil service rules. Such supervision authority includes, but is not limited to, selection, training, duty assignments, scheduling, performance evaluation, and discipline subject to county policy. Recommendations for adverse personnel actions with regard to County employees will be coordinated with the County Executive Officer.

d. The County Coordinator shall supervise any support staff employed directly by AgriLife Extension in accordance with AgriLife Extension policies and procedures.

10. The extension agents are subject to all Texas A&M University System ("TAMUS") policies, procedures, and guidelines. AgriLife Extension will offer health and retirement benefits and administer leave for extension agents in accordance with TAMUS and AgriLife Extension rules, policies, and procedures. In addition, extension agents shall also adhere to Hidalgo county policies and procedures where applicable in carrying out their duties and responsibilities. The county may provide for and administer a separate county leave policy and offer other benefits to the agents based on the county proportional share of salary. County salary and benefits will be handled directly be the county.

11. Clerical and other administrative staff provided by the County shall be Hidalgo County employees and subject to all Hidalgo county policies, procedures and guidelines. County employees shall follow state policies and procedures where applicable in carrying out their duties and responsibilities.

12. AgriLife Extension will recruit and select County Extension Agents with the proper training and qualifications to fill vacant or new positions and will bring recommendations to the Hidalgo County Commissioners' Court for approval.

13. The annual budget, as certified by the County on the CB-5, will serve as the budget agreement and may be amended by Commissioners' Court as the occasion warrants subject to availability of funds. This budget in no way alters the objectives and goals set forth in this Agreement. Upon County certification of its annual budget, a certified copy will be submitted to AgriLife Extension.

14. This Agreement may be terminated as follows:

a. Immediately by mutual agreement of the parties; or

b. By either party, without cause, upon ninety (90) days written notice to the other party notifying of its intent to terminate.

15. This Agreement contains the entire understanding of the parties regarding the subject matter herein, and supersedes all other written and oral agreements between the parties regarding the matter. This Agreement may be revised or amended by written agreement of the parties signed by an authorized representative of each party.

16. County and AgriLife Extension are both governmental entities and nothing in this Agreement waives or relinquishes the right of either to claim any exemptions, privileges, and immunities as may be provided by law.

17. This Agreement may be executed in one or more counterparts, each of which will be deemed an original. Faxed signatures and countersignatures shall be deemed originals for all purposes and proper evidence of assent to this Agreement.

Agreed and Accepted:

COUNTY OF HIDALGO

Signature: _____
Printed Name: _____
Title: _____
Date: _____

TEXAS A&M AGRILIFE EXTENSION SERVICE:

Signature: _____
Printed Name: _____
Title: _____
Date: _____

RE: Cooperative Agreement Between Texas A&M AgriLife Extension Service and Hidalgo County November 21, 2014 5:43 PM

From: Steve Crain

To: Sergio Cruz

The agreement is fine.

From: Sergio Cruz [mailto:sergio.cruz@co.hidalgo.tx.us]
Sent: Friday, November 21, 2014 2:00 PM
To: Steve Crain
Subject: Cooperative Agreement Between Texas A&M AgriLife Extension Service and Hidalgo County

Mr. Crain,

Can you please review the attached Cooperative Agreement between AgriLife Extension and the County. We would like to have it on the December 2nd agenda for the Court's approval.

Regards,

Sergio Cruz

Budget Officer
County of Hidalgo, Texas
Department of Budget & Management
Office: (956) 292-7000 Ext. 5424
Fax: (956) 292-7035
sergio.cruz@co.hidalgo.tx.us

AI-47470 **Constables 8. A.**

CC - REGULAR

Meeting Date: 12/02/2014

Submitted By: Roxanne De La Cruz, CONSTABLE PCT. #2

Department: CONSTABLE PCT. #2

Information

CAPTION

Discussion, consideration and approval to appoint Amando Guerra, Jr. as Reserve Deputy Constable by Constable, Martin Cantu, Constable Pct. 2 in accordance with Texas Local Government Code Section 86.012.

BACKGROUND

Sec. 86.012 RESERVE DEPUTY CONSTABLES (a) The Commissioners court of county may authorize a constable of the county to appoint reserve deputy constables. The Commissioners court may limit the number of reserve deputy may appoint.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Reserve Deputy Constables - Do not get paid from Co. funds; no fiscal impact to Co.

Attachments

Local Goverment Code

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/20/2014 02:04 PM
Obdett Calzada	Obdett Calzada	11/26/2014 11:28 AM
Purchasing Department	Monica Badillo	11/26/2014 05:14 PM

Form Started By: Roxanne De La Cruz Started On: 11/17/2014 03:41 PM

Final Approval Date: 11/26/2014

LOCAL GOVERNMENT CODE

CHAPTER 86. CONSTABLE

SUBCHAPTER A. GENERAL PROVISIONS

§ 86.001. ELIGIBILITY TO SERVE AFTER BOUNDARY CHANGE. A person who has served as the constable of a precinct for 10 or more consecutive years before a change is made in the boundaries of the precinct is not ineligible for reelection in the precinct because of residence outside the precinct if the constable's residence is within the boundaries of the precinct as they existed before the change.

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

§ 86.002. OATH; BOND. (a) Before entering on the duties of office, a person who is elected to the office of constable must execute a bond with two or more good and sufficient sureties or with
a solvent surety company authorized to do business in this state. The bond must be payable to the governor and the governor's successors in office and conditioned that the constable will faithfully perform the duties imposed by law. The bond must be approved by the commissioners court of the county. The commissioners court shall set the bond in an amount of not less than
$500 or more than $1,500.

(b) A person who is elected constable must also take and sign the constitutional oath of office. The oath shall be endorsed

on the bond, together with the certificate of the officer who administers the oath. The bond and oath must be deposited and recorded in the office of the clerk of the county court.

(c) The bond is not void on the first recovery but may be sued on from time to time in the name of an injured party until the whole amount of the bond is recovered.

(d) A person who is elected or appointed to the office of constable and who has given the necessary bond and taken the oath of
office may immediately perform the duties of the office. The acts of the constable are as valid in law as if the constable were commissioned.

(e) Repealed by Acts 1995, 74th Leg., ch. 683, § 1, eff. Aug. 28, 1995.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1995, 74th Leg., ch. 683, § 1, eff. Aug. 28, 1995; Acts 2005, 79th Leg., ch. 1094, § 18, eff. Sept. 1, 2005.

§ 86.0021. QUALIFICATIONS; REMOVAL. (a) A person is not eligible to serve as constable unless:

(1) the person is eligible to be licensed under Sections 1701.309 and 1701.312, Occupations Code, and:

(A) has at least an associate's degree conferred
by an institution of higher education accredited by an accrediting organization recognized by the Texas Higher Education Coordinating Board;

(B) is a special investigator under Article 2.122(a), Code of Criminal Procedure; or

(C) is an honorably retired peace officer or honorably retired federal criminal investigator who holds a certificate of proficiency issued under Section 1701.357, Occupations Code; or

(2) the person is an active or inactive licensed peace
officer under Chapter 1701, Occupations Code.

(b) On or before the 270th day after the date a constable takes office, the constable shall provide, to the commissioners court of the county in which the constable serves, evidence that the
constable has been issued a permanent peace officer license under Chapter 1701, Occupations Code. A constable who fails to provide evidence of licensure under this subsection or who fails to maintain a permanent license while serving in office forfeits the office and is subject to removal in a quo warranto proceeding under Chapter 66, Civil Practice and Remedies Code.

(c) The license requirement of Subsection (b) supersedes the license requirement of Section 1701.302, Occupations Code.

Added by Acts 1997, 75th Leg., ch. 884, § 3, eff. Jan. 1, 1998. Amended by Acts 1999, 76th Leg., ch. 877, § 1, eff. Aug. 30, 1999; Acts 2001, 77th Leg., ch. 1420, § 14.821, eff. Sept. 1, 2001; Acts 2005, 79th Leg., ch. 954, § 1, eff. June 18, 2005.

§ 86.003. NEW BOND; REMOVAL. (a) If any of the sureties of a constable dies, permanently moves from this state, becomes insolvent, or is released from liability as provided by law or if the commissioners court determines that the bond of the constable is insufficient, the court shall issue a citation that requires the constable to appear at a time set in the citation, after the 10th day but on or before the 30th day after the date the citation is issued, in order to execute a new bond with good and sufficient surety.

(b) If the constable neglects or refuses to appear to execute the bond at the designated time, the constable shall cease to perform the duties of the office and shall be removed from office

by the judge of the district court in the manner provided by law for
the removal of county officers.

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

SUBCHAPTER B. DEPUTIES

§ 86.011. APPOINTMENT OF DEPUTY CONSTABLE. (a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.

(b) Each deputy constable must qualify in the manner provided for deputy sheriffs.

(c) The constable is responsible for the official acts of each deputy of the constable. The constable may require a deputy to post a bond or security. A constable may exercise any remedy against a deputy or the deputy's surety that a person may exercise against the constable or the constable's surety.

(d) A person commits an offense if the person:

(1) serves as a deputy constable and the person has not been appointed as provided by Subsection (a); or

(2) is a constable and issues a deputyship without the

consent and approval of the commissioners court.

(e) An offense under Subsection (d) is punishable by a fine of not less than $50 or more than $1,000.

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

§ 86.012. RESERVE DEPUTY CONSTABLES. (a) The commissioners court of a county may authorize a constable of the county to appoint reserve deputy constables. The commissioners court may limit the number of reserve deputy constables that a constable may appoint.

(b) A reserve deputy constable serves at the discretion of the constable and may be called into service at any time that the constable considers it necessary to have additional officers to preserve the peace and enforce the law. The constable may authorize a reserve deputy constable who is a peace officer as described by Article 2.12, Code of Criminal Procedure, to carry a weapon or act as a peace officer at all times, regardless of whether the reserve deputy constable is engaged in the actual discharge of official duties, or may limit the authority of the reserve deputy constable to carry a weapon or act as a peace officer to only those times during which the reserve deputy constable is engaged in the actual discharge of official duties. A reserve deputy constable who is not a peace officer as described by Article 2.12, Code of Criminal Procedure, may act as a peace officer only during the actual discharge of official duties. A reserve deputy constable, regardless of whether the reserve deputy constable is a peace officer as described by Article 2.12, Code of Criminal Procedure, is not:

(1) eligible for participation in any program provided by the county that is normally considered a financial benefit of

full-time employment or for any pension fund created by statute for the benefit of full-time paid peace officers; or

(2) exempt from Chapter 1702, Occupations Code.

(c) A reserve deputy constable must take the official oath and must execute a bond in the amount of $2,000, payable to the constable. The oath and bond must be filed with the county clerk of the county in which the appointment is made. The oath and bond must be given before the reserve deputy constable's entry on duty and simultaneously with the officer's appointment.

(d) While actively engaged in an assigned duty at the call of the constable, a reserve deputy constable is vested with the same rights, privileges, and duties of any other peace officer in this state.

(e) The county and the constable do not incur any liability by reason of the appointment of a reserve deputy constable if the reserve deputy constable incurs a personal injury while serving in that capacity.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1999, 76th Leg., ch. 90, § 3, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 1420, § 14.822, eff. Sept. 1, 2001.

SUBCHAPTER C. POWERS AND DUTIES

§ 86.021. GENERAL POWERS AND DUTIES. (a) A constable shall execute and return as provided by law each process, warrant, and precept that is directed to the constable and is delivered by a lawful officer. Notices required by Section 24.005, Property Code, relating to eviction actions are process for purposes of this section that may be executed by a constable.

(b) A constable may execute any civil or criminal process throughout the county in which the constable's precinct is located and in other locations as provided by the Code of Criminal Procedure
or by any other law.

(c) A constable expressly authorized by statute to perform an act or service, including the service of civil or criminal process, citation, notice, warrant, subpoena, or writ, may perform the act or service anywhere in the county in which the constable's precinct is located.

(d) Regardless of the Texas Rules of Civil Procedure, all civil process may be served by a constable in the constable's county
or in a county contiguous to the constable's county, except that a constable who is a party to or interested in the outcome of a suit may not serve any process related to the suit.

(e) The constable shall attend each justice court held in the precinct.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 13(a), eff. Aug. 28, 1989; Acts 1997, 75th Leg., ch. 884, § 1, eff. Jan. 1, 1998.

§ 86.022. POWER TO SUMMON RESIDENT ASSISTANCE. (a) If a constable encounters resistance in the execution of any lawful process or in the arrest of an offender, the constable may call for assistance any resident of the county who is convenient.

(b) A person who fails or refuses to obey a call for assistance may, on the motion of the constable, be fined by a justice of the peace in the manner provided for contempt. The amount of the fine may not exceed $10. The person who is accused of
not providing assistance must be given three days' notice of the motion.

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

§ 86.023. COLLECTION LIABILITY. If, for collection, a constable receives a bond, bill, note, or account from any person and the constable gives a receipt in an official capacity for the instrument or account, the constable and the constable's sureties are liable under the constable's bond for the amount collected if the constable fails to pay the amount on demand to the person for whom the constable made the collection.

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

§ 86.024. FAILURE TO EXECUTE PROCESS. (a) If a constable fails or refuses to execute and return according to law a process, warrant, or precept that is lawfully directed and delivered to the constable, the constable shall be fined for contempt before the court that issued the process, warrant, or precept on the motion of the person injured by the failure or refusal.

(b) The fine shall be set at not less than $10 or more than $100, with costs. The fine shall be for the benefit of the injured person. The constable must be given 10 days' notice of the motion.

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

§ 86.025. UNFINISHED BUSINESS. If a constable vacates the office for any reason, all unfinished business shall be transferred to the succeeding constable and completed in the same manner as if the successor had begun the business.

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

AI-47595 **Human Resources 9. A.**

CC - REGULAR

Meeting Date: 12/02/2014

Submitted By: Dina Trevino, BUDGET & MANAGEMENT

Department: HUMAN SERVICES

Information

CAPTION

Executive Office (1100):
1. Approval to create two (2) regular full-time County Operations Administrator positions, slot no. 0019 budgeted at $86,888.00 and 0020 budgeted at $91,888.00.
2. Approval to transfer employee no.78506 to slot no. 0019 and employee no. 115622 to slot no.0020 effective upon Commissioners' Court approval.
3. Approval of inter-departmental transfer.
4. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 14 **ACCT. #:** 4-1100-413-00-125-001-0

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

BUDGETARY IMPACT:

FY 2014 - 19,546.01 See attached interdepartmental transfer

FISCAL YEAR: 15 **ACCT. #:** 4-1100-413-00-125-001-0

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

BUDGETARY IMPACT:

FY 2015 - 226,336.00

Attachments

PARs
fiscal
interdept
salary schedule

Form Review

Inbox	Reviewed By	Date
Damaris San Miguel	Damaris San Miguel	11/26/2014 03:21 PM
Obdett Calzada	Obdett Calzada	11/26/2014 03:51 PM
Budget & Management	Debbie Tamez	11/26/2014 04:01 PM
Purchasing Department	Monica Badillo	11/26/2014 05:14 PM

Form Started By: Dina Trevino Started On: 11/26/2014 01:46 PM

Final Approval Date: 11/26/2014

HIDALGO COUNTY

Personnel Adjustment Request Form

RECEIVED
NOV 26 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Executive Office/125-001 DATE: 11/25/2014

CURRENT POSITION TITLE: CURRENT SLOT #: ~~0018~~ 0019

REQUESTED POSITION TITLE: County Operations Administrator

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount:

$ 0.00	$ 86,888.00	$ 86,888.00
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 1100-415-00-115-002-0 Co Wide Administration

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

TEMPORARY POSITIONS: N/A

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)

Creation of position to assist the Executive Officer in administrative tasks necessary for county operations to include guiding and directing county departments and assist in representing the county in a variety of operational settings at the direction of the Executive Officer.

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	11-25-14 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	11/26/14 Date	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	11.25.14 Date	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS' COURT APPROVAL	Date			

HIDALGO COUNTY

Personnel Adjustment Request Form

RECEIVED
NOV 26 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Executive Office/125-001 DATE: 11/25/2014

CURRENT POSITION TITLE: CURRENT SLOT #: ~~0019~~ 0020

REQUESTED POSITION TITLE: County Operations Administrator

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount:

$ 0.00	$ ~~86,888.00~~ $91,888.00	$ ~~86,888.00~~ $91,888.00
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 1100-415-00-115-002-0 Co Wide Administration

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

TEMPORARY POSITIONS: N/A

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)

Creation of position to assist the Executive Officer in administrative tasks necessary for county operations to include guiding and directing county departments and assist in representing the county in a variety of operational settings at the direction of the Executive Officer.

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	11-25-14 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	11/26/14 Date	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	11.25.14 Date	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS' COURT APPROVAL	Date			

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

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

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, December 02, 2014**

Agenda Item: **47595**

Summary of request/proposal:
EXECUTIVE OFFICE (1100)-
APPROVAL TO CREATE TWO (2) REGULAR FULL-TIME POSITIONS:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	COUNTY OPERATIONS ADMINISTRATOR	0019	113	0.00	86,888.00	86,888.00
1100	COUNTY OPERATIONS ADMINISTRATOR	0020	113	0.00	91,888.00	91,888.00
				0.00	178,776.00	178,776.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
4-1100-413-00-125-001-0	113	EXECUTIVE OFFICE	REGULAR FULL TIME	$15,069.24
4-1100-413-00-125-001-0	211	EXECUTIVE OFFICE	HEALTH INSURANCE	$948.78
4-1100-413-00-125-001-0	212	EXECUTIVE OFFICE	LIFE INSURANCE	$6.33
4-1100-413-00-125-001-0	220	EXECUTIVE OFFICE	FICA	$1,152.80
4-1100-413-00-125-001-0	230	EXECUTIVE OFFICE	RETIREMENT	$1,641.04
4-1100-413-00-125-001-0	250	EXECUTIVE OFFICE	UNEMPLOYMENT COMP	$85.89
4-1100-413-00-125-001-0	260	EXECUTIVE OFFICE	WORKER'S COMP	$25.62
			2014 Budgetary Impact	$18,929.70

2015 Budgetary Impact: $224,835.46

Possible Funding Sources: **CO WIDE CONTINGENCY: 4-1100-415-00-115-002-0-899**

Comments:

Hidalgo Co. Budget Office
2/3/2005

DATE: December 2, 2014

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Executive Office

ACCOUNT NUMBER: 4-1100-41X-00-1X5-00X-0-XXX

CONTACT PERSON: Obdett Calzada **PHONE:** (956) 292-7025 Ext. 5419

2014
Transfer

AI- 47595

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM				
4-1100-415-00-115-002-0	899	Co Wide Adm	Contingency	(18,929.70)
TO				
4-1100-413-00-125-001-0	113	Executive Office	REGULAR FULL TIME	15,069.24
4-1100-413-00-125-001-0	211	Executive Office	HEALTH INSURANCE	948.78
4-1100-413-00-125-001-0	212	Executive Office	LIFE INSURANCE	6.33
4-1100-413-00-125-001-0	220	Executive Office	FICA	1,152.80
4-1100-413-00-125-001-0	230	Executive Office	RETIREMENT	1,641.04
4-1100-413-00-125-001-0	250	Executive Office	UNEMPLOYMENT COMP	85.89
4-1100-413-00-125-001-0	260	Executive Office	WORKER'S COMP	25.62
		TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON: **Interdepartmental transfer needed to cover pro-rated amount to fund two (2) County Operations Administrator positions (REF AI# 47595).**

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE / /

ATTEST, COUNTY CLERK

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1100-413-00-125-001-0

AI - 47595

EXECUTIVE 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	
0005	113	ENVIRONMENTAL COMPLIANCE COORDINATOR	$78,621.00	$0.00	$78,621.00	0	$0.00	$0.00	$78,621.00	$61,800.00	$0.00	$0.00	$0.00	$0.00	$0.00	$61,800.00
0006	113	COURIER	$23,543.00	$0.00	$23,543.00	0	$0.00	$0.00	$23,543.00	$23,543.00	$300.00	$0.00	$0.00	$0.00	$0.00	$23,843.00
0007	112	COMMISSIONER'S COURT EXECUTIVE OFFICER	$127,240.00	$0.00	$127,240.00	0	$0.00	$0.00	$127,240.00	$127,240.00	$1,560.00	$0.00	$0.00	$0.00	$0.00	$128,800.00
0009	113	ADMINISTRATIVE ASSISTANT IV	$38,222.00	$0.00	$38,222.00	0	$0.00	$0.00	$38,222.00	$38,222.00	$480.00	$0.00	$0.00	$0.00	$0.00	$38,702.00
0010	113	COMMISSIONERS' COURT ADMINISTRATOR	$64,900.00	$0.00	$64,900.00	0	$0.00	$0.00	$64,900.00	$64,900.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$66,100.00
0012	113	ENVIRONMENTAL COMPLIANCE MONITOR	$35,391.00	$0.00	$35,391.00	0	$0.00	$0.00	$35,391.00	$35,391.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,391.00
0013	113	ADMINISTRATIVE ASSISTANT III	$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
0015	113	ADMINISTRATIVE ASSISTANT V	$49,020.00	$0.00	$49,020.00	0	$0.00	$0.00	$49,020.00	$49,020.00	$1,440.00	$0.00	$0.00	$0.00	$0.00	$50,460.00
0016	113	ADMINISTRATIVE ASSISTANT III	$36,212.00	$0.00	$36,212.00	0	$0.00	$0.00	$36,212.00	$36,212.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$37,592.00
0017	113	ADMINISTRATIVE OPERATIONS COORDINATOR IV	$50,000.00	$0.00	$50,000.00	0	$0.00	$0.00	$50,000.00	$50,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$50,000.00
0018	113	ENVIRONMENTAL COMPLIANCE MONITOR II	$0.00	$39,963.00	$39,963.00	0	$0.00	$0.00	$39,963.00	$39,963.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,963.00
		APPROVAL TO CREATE THE FOLLOWING FULL TIME POSITIONS:														
0019	113	COUNTY OPERATIONS ADMINISTRATOR	$0.00	$86,888.00	$86,888.00		$0.00	$0.00	$86,888.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0020	113	COUNTY OPERATIONS ADMINISTRATOR	$0.00	$91,888.00	$91,888.00		$0.00	$0.00	$91,888.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
			$535,918.00	$39,963.00	$575,881.00		$0.00	$0.00	$575,881.00	$559,060.00	$6,360.00	$0.00	$0.00	$0.00	$0.00	$565,420.00

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

COUNTY OPERATIONS ADMINISTRATOR

GENERAL DESCRIPTION

Works under the direction of the County Executive Officer; Plans, coordinates, and provides guidance to specified county departments and functions; provides policy guidance and program evaluation to County Departments; provides support to the County Executive Officer in the performance of functions and activities that are necessary for the effective operation of County government; promotes cooperative working relationships with the County Departments, state and local governmental entities and represents the County in matters involving public officials from both Hidalgo County and other jurisdictions, representatives of private industry, and members of the general public.

EXAMPLES OF WORK PERFORMED

Assist with developing, planning, and implementing goals and objectives the impact County-wide operations and departments.

Assists with the development of market and internal operating analysis, reports; advises the County Executive Officer on the feasibility, cost-effectiveness, and regulatory conformance of proposals for special projects.

Participates in the development and administration of County policies

Assists with the coordination of activities from the departments reporting to the Executive Officer and Commissioners' Court

Analyzes activities, costs, operations and forecast data to determine department's progress toward established goals and objectives

Assists with the coordination of support staff to a variety of boards and commissions; may serve on intergovernmental and citizen committees, as assigned.

Participates in professional/executive meetings

Creates and maintains cooperative partnerships with outside public and private organizations to access resources that may improve the efficiencies of county service delivery

Assists with studies, research and investigations on a variety of administrative and technical areas that pertain to County-wide operations and policies

Assists with policy oversight and organization for specified County departments in the administration of the day-to-day operations, as directed.

Assists with implementing policies and monitoring departments to ensure efficient delivery of services, consistency with County practices, and adherence to the County's long term plans.

Performs all other related duties involved in the operation of the County as assigned or required by the County Executive Officer.

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Minimum of five to seven (5-7) years of progressively responsible and related work experience with a minimum of five (5) years of supervisory experience required. Previous experience in a government environment highly preferred. Graduation from an accredited university or college with a Bachelor's degree in business, public administration, or other related field; Master's Degree in related field highly preferred; Two (2) years of experience may be substituted for one (1) year of education.

Bilingual required (English/Spanish)

Certificates, Licenses & Registration

Must have a current valid Texas motor vehicle operator's license.

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

Knowledge, Skills, and Abilities

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

Knowledge of modern and highly complex principles and practices of county administration and organization in order to effectively formulate and implement goals and objectives.

Knowledge of principles and practices of county finance, budget preparation, and administration

Knowledge of current social, political, and economic trends and operating problems of county government.

Extensive knowledge of organizational and management practices as applied to the analysis and evaluation of programs, policies, and operational needs.

Skill and ability in maintaining effective working relationships with employees, management staff, council members, and the general public

Skill in the study and evaluation of procedures to determine appropriate actions.

Skill in planning, organizing and evaluating the action of others.

Ability to provide effective leadership and coordinate the activities of a county organization

Ability to effectively administer a variety of county-wide programs and administrative activities

Ability to identify and respond to the public and Commissioners' Court issues and concerns

Ability to interpret and apply federal, state, and local policy, procedure, law, and regulation

Ability to analyze problems, provide alternatives, identify solutions in support of established goals, projects consequences of proposed actions, and implement recommendations

Skills in analyzing complex financial issues, evaluating alternatives, and making logical recommendations based on findings

Intermediate to advanced proficiency level utilizing Microsoft Office applications including Excel, Access, PowerPoint, Word, and Outlook, and the ability to operate other standard office equipment, including telephones, calculators, copiers, fax machines, etc. is required.

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. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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

The employee must occasionally lift and/or move up to twenty (20) 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 encounters while performing the essential functions of this job.

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

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

AI-47597 **Precinct #2 9. B.**

CC - REGULAR

Meeting Date: 12/02/2014

Submitted For: Commissioner Hector Palacios **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Pct 2 Administration/CW Mech Shop (1200):

1. Approval of the following position title changes:

Action	Program	Slot#	Current Position Title	Proposed Position Title
Title Change	CW Mech Shop	0010	Mechanic IV	Mechanic V
Title Change	CW Mech Shop	0002	Mechanic III	Mechanic IV
Title Change	Administration	0010	Clerk/Receptionist	Clerk III
Title Change	Administration	0011	Office Clerk	Clerk III

2. Approval of the revised salary schedule.

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	Veronica Ortiz	11/26/2014 02:38 PM
Purchasing Department	Monica Badillo	11/26/2014 05:14 PM

Form Started By: Erika Zamora Started On: 11/26/2014 01:55 PM

Final Approval Date: 11/26/2014

AI-47587 **Precinct #2 9. C.**

CC - REGULAR

Meeting Date: 12/02/2014

Submitted For: Commissioner Hector Palacios **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Precinct 2 (1100/1200):
Approval of the following personnel actions:
1. Delete the following positions:

Action	Program	Slot#	Position Title	Current Budgeted Salary
Delete	Parks	0010	Maintenance I	$22,954.00
Delete	CW Mech Shop	0003	Mechanic III	$32,131.00
Delete	Rd Administration	0015	Accounts Payable Specialist II	$32,769.00
Delete	Rd Maintenance	0042	Maintenance I	$23,674.00
Delete	Rd Maintenance	0044	Traf SA/SP I	$23,015.00
Delete	Rd Maintenance	0071	Maintenance I	$23,384.00
Delete	Rd Maintenance	0073	Maintenance I	$23,384.00
			Total:	**$181,311.00**

2. Create the following positions:

Action	Program	Slot#	Position Title	Proposed Budgeted Salary
Create	Parks	0037	Heavy Equipment Operator I	$29,656.00
Create	CW Mech Shop	0011	Truck Driver III	$34,589.00
Create	CW Mech Shop	0012	Mechanic III	$37,359.00
Create	Rd Administration	0021	Accounts Payable Specialist III	$37,869.00
Create	Rd Administration	0022	Clerk III	$28,745.00
			Total:	**$168,218.00**

3. Approval of Intra/Inter departmental transfers.
4. Approval of the revised salary schedules.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-122-005-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 11/26/14.

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-122-006-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 11/26/14.

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-452-00-122-008-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 11/26/14.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/26/2014 01:59 PM
Rosalinda Cantu	Veronica Ortiz	11/26/2014 02:33 PM
Purchasing Department	Monica Badillo	11/26/2014 05:14 PM

Form Started By: Erika Zamora Started On: 11/26/2014 10:58 AM

Final Approval Date: 11/26/2014

AI-47596 **Precinct #2 9. D.**

CC - REGULAR

Meeting Date: 12/02/2014

Submitted For: Commissioner Hector Palacios **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Precinct 2 Administration (1200):
Approval of the following personnel action:
1. Create the following position:

Action	Program	Slot #	Position Title	Proposed Budgeted Salary
Create	Administration	0020	Executive Assistant IV	$70,748.00
			Total:	**$70,748.00**

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

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-122-006-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 11/26/14.

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-122-005-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 11/26/14.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/26/2014 02:35 PM
Purchasing Department	Monica Badillo	11/26/2014 05:14 PM

Form Started By: Erika Zamora Started On: 11/26/2014 01:50 PM

Final Approval Date: 11/26/2014

AI-47484 **Sheriff's Office 10. A.**

CC - REGULAR

Meeting Date: 12/02/2014

Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

1. Authorization and approval to purchase through the State of Texas Surplus Property Program under Chapter 2175.001 of the Texas Government Code and Sec. 262.024(a)(9)(C) of the Local Government Code for: Seven (7) 2009 Chevy Tahoe and (1) 2008 Chevy Tahoe police interceptor model vehicles in the total amount of $72,000.00.

2. Requesting the County Treasurer's Office the issuance of the check made payable to: Texas Facilities Commission after completion of County Auditor's review and approval.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1228-421-00-280-006-0-741

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

BUDGETARY IMPACT:

Funds available through REQ# 267150 as of 11/26/2014.

Attachments

Texas Facilities Commission

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/20/2014 02:15 PM
Obdett Calzada	Obdett Calzada	11/26/2014 11:24 AM
Purchasing Department	Monica Badillo	11/26/2014 05:14 PM

Form Started By: Tanya Delira Started On: 11/18/2014 04:37 PM

Final Approval Date: 11/26/2014

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00267150

PO #

Date: 11/18/14

Bill To: x
x

Vendor : 422797
TEXAS FACILITIES COMMISSION
ATTN: ACCOUNTS RECEIVABLE
P.O. BOX 13047
AUSTIN TX 78711-3047
FAX (512)236-6177

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: **EVER OCHOA**
956-393-6024

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		TO BE USED AS PART OF SHERIFF'S OFFICE FLEET DO NOT DUPLICATE ORDER		
1.00	EACH	UNIT#C093007, 2009 CHEVY TAHOE, VIN: 1GNEC03099R271700	9,500.00	9,500.00
1.00	EACH	UNIT#C092308, 2009 CHEVY TAHOE, VIN: 1GNEC03019R249254	9,000.00	9,000.00
1.00	EACH	UNIT#C092363, 2009 CHEVY TAHOE, VIN: 1GNEC03049R249992	9,000.00	9,000.00
1.00	EACH	UNIT#C093023, 2009 CHEVY TAHOE, VIN: 1GNEC03029R275586	9,000.00	9,000.00
1.00	EACH	UNIT# C092375, 2009 CHEVY TAHOE, VIN: 1GNEC03009R254638	9,000.00	9,000.00
1.00	EACH	UNIT# C092302, 2009 CHEVY TAHOE, VIN: 1GNEC03059R248558	9,000.00	9,000.00
1.00	EACH	UNIT#C093048, 2009 CHEVY TAHOE, VIN: 1GNEC03089R275561	9,000.00	9,000.00
1.00	EACH	UNIT#C080458, 2008 CHEVY TAHOE, VIN: 1GNEC03088R224804	8,500.00	8,500.00
		Account No	Encumbrance	
		4-1228-421-00-280-006-0-741	72,000.00	
			Freight	.00
			Total	72,000.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Texas Facilities Commission
Attn: Accounts Receivable
P.O. Box 13047
Austin, TX 78711-3047

Leg 2167180

Phone: 512-463-1990
Fax: 512-236-6173

QUOTE PURCHASE CERTIFICATE
STATE SURPLUS PROPERTY PROGRAM
STATE VEHICLES

BUYER: Hidalgo County Sheriff's Office
Contact: Richard Ozuna
Email: richard.ozuna@hidalgoso.org

Invoice No: 175
Date: 11/13/2014

TFC #	Unit #	YEAR	Make/Model	VIN #	Notes	Mileage	Qty	Total
A364240502	C093007	2009	CHEVY TAHOE	1GNEC03099R271700		130,883	1	$9,500.00
A4036405033	C092308	2009	CHEVY TAHOE	1GNEC03019R249254		118,092	1	$9,000.00
A3515405017	C092363	2009	CHEVY TAHOE	1GNEC03049R249992		112,643	1	$9,000.00
A3641405010	C093023	2009	CHEVY TAHOE	1GNEC03029R275586		134,291	1	$9,000.00
A363840502	C092375	2009	CHEVY TAHOE	1GNEC03009R254638		137,285	1	$9,000.00
A363840501	C092302	2009	CHEVY TAHOE	1GNEC03059R248558		134,452	1	$9,000.00
A364140507	C093048	2009	CHEVY TAHOE	1GNEC03089R275561		141,541	1	$9,000.00
A363640509	C080458	2008	CHEVY TAHOE	1GNEC03088R224804			1	$8,500.00
							8	72,000

"THIS PROPERY IS SOLD AS-IS, WHERE-IS WITHOUT WARRANTY OF ANY KIND. ALL SALES ARE FINAL. THERE ARE NO RETURNS OR REFUNDS."

Printed Name

Signature Date

AI-47462 **Sheriff's Office 10. B.**

CC - REGULAR

Meeting Date: 12/02/2014

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

State Criminal Alien Assistance Program (SCAAP) Grant (1284):
1. Authorization and approval for Certification of Revenues for SCAAP 2014
2. Authorization and approval for Appropriation of funds for SCAAP 2014 in the amount of $27,922.00

BACKGROUND

On 9/23/14, Commissioners' Court approved the acceptance of Grant #2014-AP-BX-0059 in the amount of $27,922.00 (AI #46394)
SCAAP funds are to be used for correctional purposes only.

Funds will be used for purchase of van to transport inmates.

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 4-1284-423-00-280-042-4-741

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

BUDGETARY IMPACT:

Appropriation in the amount of $27,922.00

No local match

Grant Fiscal Year: 2014
Revenue Account: 4-1284-331-11-280-042-4-000

SCAAP funds are to be used for correctional purposes only.

Attachments

SCAAP 14 BA
SCAAP 2014 Receipt

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	11/17/2014 02:47 PM
Budget & Management	Debbie Tamez	11/20/2014 02:03 PM
Manuel Chapa	Manuel Chapa	11/20/2014 04:54 PM
Purchasing Department	Monica Badillo	11/26/2014 05:14 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 11/17/2014

Final Approval Date: 11/26/2014

DATE: November 17, 2014

DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra

DEPARTMENT NAME: SCAAP (2014)

ACCOUNT NUMBER: 4-1284-423-00-280-042-4-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
4-1284-423-00-280-042-4-741	Vehicles	27,922.00
	TOTAL APPROPRIATIONS	27,922.00
4-1284-331-11-280-042-4-000	U. S. Department of Justice-- Bureau of Justice Assistance	27,922.00
	TOTAL REVENUES	27,922.00

REASON: **To appropriate the budget for the FY2014 SCAAP Grant awarded by the U.S. Department of Justice, Bureau of Justice Assistance (BJA). Grant No. 2014-AP-BX-0059.**

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

State Criminal Alien Assistance Program 2014-H2387-TX-AP

OMB Number: 1121-0243
Expires: 02/29/2004

SCAAP Help

GMS Home

Log Off

Grant Number: 2014-AP-BX-0059
Jurisdiction: County of Hidalgo
Vendor Number: 746000717
Award Amount: $27,922

Fiscal Year 2014 Payment Acceptance and Electronic Transfer of Funds

The Bureau of Justice Assistance (BJA) has completed its review of your facility, inmate, and correctional officer data related to the State Criminal Alien Assistance Program (SCAAP). The Bureau of Immigration and Customs Enforcement has vetted the inmate records, and an award amount has been calculated.

In accepting this award, you understand that BJA reserves the right to take appropriate administrative action, including intensive monitoring, repayment action, or adjustment to future payments, to resolve data discrepancies, errors, or audit findings related to any information reported in your application.

Applicants are now required to accept awards online within 45 calendar days of award notice, in accordance with the Office of Justice Programs (OJP) Financial Guide, Part II, Chapter 2, Acceptance Procedures requiring acceptance/drawdown of awards with 45 days of notice of award, and Part IV, Chapter 2, section 16.606, State Criminal Alien Assistance Program (SCAAP) requiring an "expeditious draw-down of payments."

Jurisdictions accepting SCAAP awards are not required to submit financial or progress reports to OJP. For FY 2009 SCAAP awards, the Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162, Title XI) requires that all SCAAP funds be used for correctional purposes only. Please see the use of funds list and certification below. With your acceptance (by clicking on the Accept button below) of SCAAP's terms, conditions, and award amount, OJP will initiate an electronic payment in that amount to your bank account of record, as verified through the on-line SCAAP registration process and in accordance with applicable E-Government rules and requirements.

All issues related to the electronic transfer of funds or the bank account of record must be referred to the OCFO Customer Service Center at 800-458-0786. Please allow 15 business days for the electronic payment process to be complete before contacting OCFO. Please have the grant number, amount, and vendor information (noted above) available when you call.

FY 2014 SCAAP Use of Funds List

— Construction —
Construction for inmate housing, inmate programs, prison industries in ADA compliance
— Training/Education for offender —
Specific trade employment skills
GED testing
Job Preparedness
— Training for corrections officers to help manage offender population —
Bi-lingual language skills
Less than lethal technology training
Diversity training
Prison rape training

☐ As the CEO or authorized designee of this jurisdiction, I understand the guidelines and requirements as associated with the previous statements and agree to abide by them in all matters involving the FY 2014 State Criminal Alien Assistance Program.

[Accept] [Decline]

AI-47437 **Tax Office 11. A.**

CC - REGULAR

Meeting Date: 12/02/2014

Submitted For: Tax Office **Submitted By:** Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Discussion, consideration and approval for the Justice of the Peace to continue to collect the $20 Scofflaw fee on all cases which are delinquent 90 days following "Plea Date". Waivers of $20 Scofflaw fee are not authorized (except in instances of complete dismissal of cases where no court costs are collected).
2. Discussion, consideration and approval to allow the Tax Assessor Collector's Office to collect the $20 Scofflaw fee if it is not collected by the Justice of the Peace in error.
3. Discussion, consideration and approval to grant the Tax Assessor Collector's Office inquiry access to AbleTerm - Criminial Justice Information System.

BACKGROUND

Prior agenda item #AI-34251 authorized the imposition of the $20 Scofflaw Fee to all JP Cases.
Prior agenda item #AI-46940 authorized the Tax Office to also assess and collect the fee upon renewal of vehicle registration

Current action is for the court to mandate the collection of the fee by JP Courts to all cases 90 days delinquent from the plea date. In the event the Justice Courts do not collect the $20 fee in error, the Tax Office will proceed to collect the fee.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-341-10-140-049-0-000

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

BUDGETARY IMPACT:

Revenues for each $20.00 Scofflaw fee collected.

Attachments

DA Legal Opinion (12-19-2013)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/14/2014 02:54 PM
Sylvia Solis (Originator)	Sylvia Solis	11/20/2014 02:21 PM
Budget & Management	Debbie Tamez	11/21/2014 09:13 AM
Glinda Pacheco	Glinda Pacheco	11/24/2014 09:56 AM
Purchasing Department	Monica Badillo	11/26/2014 05:14 PM

Form Started By: Sylvia Solis Started On: 11/14/2014 02:48 PM

Final Approval Date: 11/26/2014

MEMORANDUMN

TO: Hidalgo County Judge, Hidalgo County District Clerk, Hidalgo County Clerk, Hidalgo County Justices of the Peace, Hidalgo County Tax Assessor-Collector, Office of Budget and Management, and Information and Technology Department.

FROM: Criminal District Attorney, Rene Guerra

Date: December 19, 2013

RE: REQUEST FOR OPINION ON COUNTY SCOFFLAW FINES AND FEES

Over the past year, my office has received various informal requests for opinion regarding the implementation of a scofflaw program here in Hidalgo County. Different attorneys have provided opinions both written and verbal and it has become clear there is a need to issue a general opinion addressing Hidalgo County's collection of scofflaw fines and fees now that the Hidalgo County Commissioners Court has approved the assessment of the fee. This opinion addresses when the scofflaw fee under Texas Transportation Code Section 502.010 ("Fee") may be collected on cases in the following courts: district courts; county courts at law; and justice of the peace ("JP") courts.

As per section 502.010 of the Texas Transportation Code, the county is authorized to impose a $20 Fee on a person who fails to pay a fine, fee, or tax to the county by the date on which the fine, fee or tax is due. On September 18, 2012 and on October 22, 2013, the Hidalgo County Commissioners Court approved the assessment of the Fee to JP, county and district court cases that have outstanding balances over 90 days. The Fee may be collected on cases in district courts and county courts at law that have a final judgment (and have become 90 days past due). The Fee may also be collected on cases in JP courts when there is a final judgment that is unsatisfied (and has become 90 days past due), and on pending cases, including those involving a failure to appear (that have become 90 days past due). *See* Tex. Atty. Gen. Op. GA-1006 (2013) (*citing amendment to statute to allow imposition of fee where criminal proceeding is pending*) Tex. Transp. Code §502.010(f)(2).

Please note that the purpose of the Fee is to reimburse the county for its collection efforts, and should not be added prior to when a fine, fee or tax becomes 90 days past due.

This opinion supersedes and replaces any previous opinion issued whether written or verbal.

Should you have any questions or concerns, please do not hesitate to contact me, and/or the County Affairs Section of my office at 318-2313.

AI-47381 **Health & Human Services Dept. 12. A.**

CC - REGULAR

Meeting Date: 12/02/2014

Submitted For: Eddie Olivarez **Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Pursuant to Chapter 465 Local Drug and Alcohol Education Programs, Sec. 465.003, presentation on the Hidalgo County Health & Human Services Drug and Alcohol Abuse Advisory Commission's activities.

BACKGROUND

09/27/11 - AI-28729 - Creation of the Hidalgo County Health & Human Services Drug & Alcohol Abuse Advisory Commission.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

Presentation...
No Budgetary impact

Attachments

Chp 465

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/13/2014 04:17 PM
Manuel Chapa	Manuel Chapa	11/14/2014 02:54 PM
Purchasing Department	Monica Badillo	11/26/2014 05:14 PM

Form Started By: Mike Escaname Started On: 11/13/2014 10:05 AM

Final Approval Date: 11/26/2014

HEALTH AND SAFETY CODE

TITLE 6. FOOD, DRUGS, ALCOHOL, AND HAZARDOUS SUBSTANCES

SUBTITLE B. ALCOHOL AND SUBSTANCE ABUSE PROGRAMS

CHAPTER 465. LOCAL DRUG AND ALCOHOL EDUCATION PROGRAMS

Sec. 465.001. COMMISSION. A municipality or county may create and support with public funds a commission to:

(1) educate the public on drug and alcohol abuse;

(2) promote drug and alcohol education at all levels of the schools;

(3) study the effectiveness of efforts, including the commission's efforts, in reducing drug and alcohol abuse; and

(4) create and administer a program to counsel or treat drug and alcohol abusers or to provide both counseling and treatment.

Amended by Acts 1991, 72nd Leg., ch. 14, Sec. 191.

Sec. 465.002. INDIVIDUAL OR JOINT ACTION. The municipality or county may create the commission by its own action or jointly by agreement with another municipality or county or a private foundation, nonprofit organization, church, or other entity. If the commission is created by agreement, all matters regarding the creation and operation of the commission are governed as provided by the agreement.

Amended by Acts 1991, 72nd Leg., ch. 14, Sec. 191.

Sec. 465.003. REPORT. The commission shall report annually to each entity that participates in the creation of the commission regarding the commission's activities.

Amended by Acts 1991, 72nd Leg., ch. 14, Sec. 191.

AI-47517 **Health & Human Services Dept. 12. B.**

CC - REGULAR

Meeting Date: 12/02/2014

Submitted For: Eddie Olivarez **Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval of the Non-Disclosure Agreement between the University of Texas - Pan American and Hidalgo County Health & Human Services Department.

BACKGROUND

The University desires to engage in general discussions and to share certain Confidential Information with Hidalgo County Health & Human Services Dept.
Hidalgo County Health & Human Services Dept. shall use Confidential Information for the purpose of internal program evaluation and assessment.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/21/2014 09:14 AM
Glinda Pacheco	Glinda Pacheco	11/26/2014 01:48 PM
Purchasing Department	Monica Badillo	11/26/2014 05:14 PM

Form Started By: Mike Escaname Started On: 11/20/2014 02:33 PM

Final Approval Date: 11/26/2014

NON-DISCLOSURE AGREEMENT
(University Disclosing)

This non-disclosure agreement ("Agreement") entered into as of the date of the last signature (the "Effective Date") between The University of Texas – Pan American located at 1201 West University Drive, Edinburg, Texas 78541, a member institution of The University of Texas System ("University") and Hidalgo County Health Department ("Receiving Party"), a local government having a business address at 1304 S. 25th Avenue, Edinburg, Texas 78539. University and Receiving Party may each be referred to as "Party" or collectively as the "Parties".

RECITALS

A. The University desires to engage in general discussions and to share certain Confidential Information with Receiving Party pertaining to data collected during Operation Lone Star (August 4-8, 2014). This exchange includes all communication of Confidential Information between the Parties in any form whatsoever, including oral, written and machine readable form, pertaining to the above.

B. The University wishes to exchange the Confidential Information with Receiving Party for the sole purpose of Receiving Party's internal program evaluation and assessment (the "Purpose"), and regards certain parts of the Confidential Information it possesses to be secret and desires to protect those parts from unauthorized disclosure or use (such secret parts being hereafter collectively referred to as "Confidential Information").

C. University is willing to disclose Confidential Information (as "Owning Party") and Receiving Party is willing to receive Confidential Information on the terms and conditions set forth herein.

AGREEMENTS

Therefore, the Parties agree as follows:

1. "Confidential Information" is proprietary and/or secret information owned or controlled by the University and which is discussed or disclosed during any meeting or discussions regarding the Purpose or otherwise disclosed in connection with the Purpose. Confidential Information includes, but is not limited to, all communications by University with the Receiving Party in any form whatsoever including oral, written and machine-readable form, video, audio, phonorecord, recorded media, drawings, schematics, samples, devices, software, formulas, biological materials, applications for intellectual property protection, services, processes, procedures, trade secrets, intellectual property, pricing, costs, business or strategic plans, and marketing or advertising strategies.

2. The Receiving Party shall only use Confidential Information for the Purpose. Specifically, but without limitation, the Receiving Party will not use any of the Confidential Information for any commercial purpose or development of any products or technology and shall not use or attempt to practice any invention arising from or disclosed in the Confidential Information, or any part thereof, without first entering into an agreement with the University permitting such use or practice.

3. The Confidential Information shall remain the sole property of University.

4. Since the disclosure of Confidential Information by University is in strictest confidence, Receiving Party covenants and agrees to:

    a. Not disclose to any other person the Confidential Information, and use at least the same degree of care and discretion to maintain the Confidential Information secret as the Receiving Party uses in maintaining as secret its own Confidential Information, but always at least a reasonable degree of care and discretion;

    b. Not disclose such Confidential Information to any third parties or to use, duplicate, reproduce, copy, distribute, or otherwise disseminate such Confidential Information, except as permitted pursuant to this Agreement;

    c. Restrict disclosure of the Confidential Information solely to those employees of Receiving Party having a need to know such Confidential Information in order to accomplish the Purpose, provided that such employees shall have agreed in writing to be bound by the Terms of this Agreement or are automatically bound thereby as employees of the Receiving Party;

    d. Within thirty (30) days following request of University, return to University all documentation, copies, notes, diagrams, computer memory media and other materials containing any portion of the Confidential Information, or confirm to University, in writing, the destruction of such materials; and

    e. Immediately upon sale of Receiving Party or merger of Receiving Party with a third party, return to University all documentation, copies, notes, diagrams, computer memory media and other materials containing any portion of the Confidential Information, or confirm to University, in writing, the destruction of such materials.

5. Nothing in this Agreement shall be interpreted as placing any obligation or expectation of confidentiality or non-use on the part of the Receiving Party with respect to any of the Confidential Information that:

    a. can be demonstrated to have been in the public domain as of the date of this Agreement, or comes into the public domain during the term of this Agreement through no fault of the Receiving Party;

    b. can be demonstrated by tangible evidence to have been known to the Receiving Party prior to disclosure by University and as to which the Receiving Party has no obligation not to disclose or use it;

    c. is lawfully obtained by Receiving Party from a third party under no obligation of confidentiality, and who did not acquire it, directly or indirectly, from the University under a continuing obligation of confidentiality;

d. can be demonstrated by tangible evidence to have been independently developed by Receiving Party without a violation of this Agreement and without use of or reference to University's Confidential Information;

e. is generally disclosed by University to third parties without any confidentiality obligation on the third parties; or

f. is disclosed as required by law.

In the event any Confidential Information is required to be disclosed pursuant to governmental law, regulation, or judicial or administrative proceeding, Receiving Party shall provide prompt notice of such request to the University and shall cooperate fully in seeking a protective order or other assurance that confidential treatment will be accorded to the Confidential Information required to be disclosed, should University seek such order or assurance. In the event that such protective order or other remedy is not obtained, or that University waives compliance with the provisions hereof, Receiving Party and its employees and agents agree to furnish only that portion of the Confidential Information of University which is legally required to be furnished. Furthermore, such Confidential Information shall continue to be considered and treated by the Receiving Party as Confidential Information for all other purposes. Confidential Information required to be so disclosed shall not be deemed part of the public domain by virtue of such disclosure.

6. This Agreement imposes no obligation on Receiving Party with respect to any portion of the Confidential Information disclosed by University, unless such portion is:

   a. disclosed in a written document or machine readable media marked "CONFIDENTIAL" at the time of disclosure, or

   b. disclosed in any other manner and summarized in a memorandum mailed to the Receiving Party within thirty (30) days of the disclosure.

7. UNIVERSITY DOES NOT MAKE ANY REPRESENTATION WITH RESPECT TO AND DOES NOT WARRANT ANY INFORMATION PROVIDED UNDER THIS AGREEMENT, BUT SHALL FURNISH SUCH IN GOOD FAITH. WITHOUT RESTRICTING THE GENERALITY OF THE FOREGOING, UNIVERSITY DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED WITH RESPECT TO THE INFORMATION WHICH MAY BE PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. UNIVERSITY SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER RESULTING FROM RECEIPT OR USE OF THE INFORMATION BY THE RECEIVING PARTY.

8. The Receiving Party shall comply with all applicable federal, state and local laws and regulations in connection with its activities pursuant to this Agreement, including United States laws and regulations controlling the export of materials and information including technical data, plans, drawings, know-how, computer software, laboratory prototypes and other items.

9. In the event of a breach or threatened breach or intended breach of this Agreement by Receiving Party, University, in addition to any other rights and remedies available to it at law or in equity, shall be entitled to seek preliminary and final injunctions, enjoining and restraining such breach or threatened breach or intended breach, or requiring specific performance of the Receiving Party's obligations hereunder, even if monetary damages are available and readily quantifiable and without proof of actual damage.

10. The validity, construction, and performance of this Agreement are governed by the laws of the State of Texas. The Texas state courts of Hidalgo County, Texas (or, if there is exclusive federal jurisdiction, the United States District Court for the Southern District of Texas) shall have exclusive jurisdiction and venue over any dispute arising out of this Agreement, and Receiving Party hereby consents to jurisdiction in such courts.

11. If any mediation, litigation or other legal proceeding relating to this Agreement occurs, the prevailing party shall be entitled to recover from the other party (in addition to any other relief awarded or granted) its reasonable costs and expenses, including attorney's fees, incurred in the proceeding.

12. The rights and obligations of the Parties under this Agreement may not be sold, assigned or otherwise transferred. This Agreement shall not be amended or modified without mutual consent of the Parties to such amendment or modification.

13. Neither Party may use the other Party's name without prior written consent.

14. Either party may terminate this Agreement at any time without cause upon thirty (30) days written notice to the other Party, or for cause effective upon written notice to the other Party.

15. LIMITATIONS. RECEIVING PARTY AND UNIVERSITY AGREE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF UNIVERSITY (A TEXAS STATE AGENCY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE A PART OF THIS AGREEMENT, INCLUDING THE TEXAS PUBLIC INFORMATION ACT AS SET FORTH IN CHAPTER 552 OF THE TEXAS GOVERNMENT CODE. ACCORDINGLY, THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE ONLY BINDING ON UNIVERSITY TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS. Receiving Party and University specifically agree that (i) neither the execution of this Agreement by University nor any other conduct, action or inaction of any representative of University relating to this Agreement constitutes or is intended to constitute a waiver of University's or the state's sovereign immunity to suit and (ii) University has not waived its right to seek redress in the courts.

16. This Agreement is binding upon University and Receiving Party, and upon the directors, officers, employees and agents of each. This Agreement is effective as of the Effective Date and will continue for a period of three (3) years, unless earlier terminated as provided herein. However, Receiving Party's obligations of confidentiality and restrictions on use of the Confidential Information disclosed by University, and all related remedies of the University for breach thereof, shall survive expiration or termination of this Agreement.

17. This Agreement constitutes the entire and only agreement between the Parties for the confidentiality of Confidential Information related to the Purpose. Nothing herein requires either Party to proceed with any proposed transaction or relationship in connection with which the Confidential Information may be disclosed.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

The University of Texas – Pan American

By:_____

Sayed Sadiq Shah, PhD
Vice Provost for Research and Sponsored Projects

Date:_____

By:_____

Martin V. Baylor, MBA
Vice President for Business Affairs

Date:_____

Hidalgo County Health Department

By:_____

Name:_____

Title:_____

Date:_____

I acknowledge that I have read this Agreement in its entirety and that I shall use reasonable efforts to uphold my individual obligations and responsibilities set forth herein

_____

UTPA Researcher Date

AI-47511 **Health & Human Services Dept. 12. C.**

CC - REGULAR

Meeting Date: 12/02/2014

Submitted For: Eddie Olivarez **Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval to submit community based healthy border work plan to the Binational Health Council for an amount up to $4,400.00 in grant funds.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 4-1293-441-00-340-062-5-XXX

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

BUDGETARY IMPACT:

No local match required.

Attachments

Funding Notice

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/20/2014 01:59 PM
Manuel Chapa	Manuel Chapa	11/20/2014 04:52 PM
Purchasing Department	Monica Badillo	11/26/2014 05:14 PM

Form Started By: Mike Escaname Started On: 11/20/2014 10:36 AM

Final Approval Date: 11/26/2014

Lauren Rabe

From: DeLaFuente,Edith (DSHS) <Edith.DeLaFuente@dshs.state.tx.us>
Sent: Monday, October 20, 2014 9:46 AM
To: Lauren Irma Garcia (lauren.rabe@hchd.org); Brenda G. Salazar (brenda.salazar@mail.hchd.org)
Subject: FW: Community based Healthy Border Activities 2015 / 2015 INICIATIVAS FRONTERA SALUDABLE BASADOS EN LA COMUNIDAD
Attachments: CBHBI Event Planning Template - SPN.docx; CBHBI Event Planning Template - ENG.docx

Lauren and Brenda,

I just wanted to make sure you had seen this email.

EDL

From: Martinez,Kathie (DSHS)
Sent: Thursday, October 16, 2014 3:25 PM
To: joseborregoa@hotmail.com; jurisdiccionsanitaria4@hotmail.com; perales_2007@hotmail.com; eddie.olivares@hchd.org; Josie Escalante; 'Lauren Garcia'
Cc: Bacelis,Jorge L (DSHS); DeLaFuente,Edith (DSHS); jorgesebastianhr@hotmail.com
Subject: Community based Healthy Border Activities 2015 / 2015 INICIATIVAS FRONTERA SALUDABLE BASADOS EN LA COMUNIDAD

Community based Healthy Border Initiatives (CBHBI) activity planning time is upon us once again. This year funding in the amount of $4,400 is available to each of the Texas – México Binational Health Councils for community based healthy border activities/events to be held between December 1, 2014 and August 31, 2015.

Attached you will find the CBHBI planning template. Please return the work plan to Kathie Martinez at kathie.martinez@dshs.state.tx.us no later than close of business, **Friday, November 21, 2015.**

Thank you.

El tiempo de planificación de actividades y/o eventos para iniciativas Frontera Saludable basados en la communidad 2015 está sobre nosotros una vez más. Este año $4.400 dólares son disponible para cada una de las COBINAS/COTRINAS para actividades / eventos que se que se realizarán del 1 de diciembre, 2014 a el 31 de Agosto, 2015.

Adjunto encontrará la plantilla de planificación para actividades y/o eventos. Favor de enviar este documento a Kathie Martínez al kathie.martinez@dshs.state.tx.us no más tardar el **viernes, 21 de noviembre, 2014**.

Gracias

Kathie Martinez
Coordinator, Programs & Special Initiatives

AI-47532 **Health & Human Services Dept. 12. D.**

CC - REGULAR

Meeting Date: 12/02/2014

Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Discussion, consideration, and approval to drawdown $10,000,000.00 for Demonstration Year (DY) 3 Advance UC Payment from the Local Provider Participation Fund (LPPF).
2. Approval of Certification of Revenues as certified by the County Auditor for Demonstration Year 3 IGT drawdown.
3. Approval of Appropriation of funds for Demonstration Year 3 IGT drawdown in the amount of $10,000,000.00 to fund Uncompensated Care.

BACKGROUND

HHSC is providing notice to IGT for the DY3 Advance UC Payment.

Dates pertinent to this payment:

12/4/14 Last day to submit your IGT into TexNet

12/5/14 IGT Settlement date

12/15/14 Pay Transferring Hospitals

12/31/14 Pay all other UC Providers- Public entities will be paid as soon as possible after 12/15/14, with the private entities also being paid as soon as possible but no later than 12/31/14.

Attachments

HHSC EMAIL

memo

final

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/21/2014 05:00 PM
Purchasing Department	Monica Badillo	11/26/2014 05:14 PM

Form Started By: Dairen Sarmiento Started On: 11/21/2014 04:16 PM

Final Approval Date: 11/26/2014

From: "HHSC Uncompensated Care Tools" <uctools@hhsc.state.tx.us>
To: "Alan Townsend" <atownsend@jpshealth.org>, "Angie Alaniz" <alalaniz@srph.tamhsc.edu>, "Avery Schulze" <aschulze@sph.tamhsc.edu>, "Bill Bilyeu" <bbilyeu@collincountytx.gov>, "Bobbye Hrncirik" <Bobbye.hrncirik@umchealthsystem.com>, "Brittani Bilse" <bb@brittanibilse.com>, "Bryan J. Alsip" <bryan.alsip@uhs-sa.com>, "Carol Huber" <Carol.Huber@uhs-sa.com>, "Catherine L. Gibson" <cgibson@umcelpaso.org>, "Christina Mintner" <christina.mintner@phhs.org>, "Claudia Coggin" <claudia.coggin@gmail.com>, "Cooper McLendon" <cmclendon@srph.tamhsc.edu>, "Craig Kovacevich" <cskovace@utmb.edu>, "Crystal Conner" <crystalconner@shannonhealth.org>, "Dairen Sarmiento" <dairen.sarmiento@hchd.org>, "Daniel Deslatte" <daniel.deslatte@uthct.edu>, "Darlene Lanham" <darlene.lanham@centralhealth.net>, "David Byrom" <dbyrom@cmhos.org>, "David Salsberry" <DSalsberry@jpshealth.org>, "Dee Waldow" <dwaldow@ppgh.com>, "des Anges Cruser" <desanges@pciprocompsolutions.org>, "Dr. Lee Ann Ray" <ray@tamhsc.edu>, "Eddie Olivarez" <eddie.olivarez@hchd.org>, "Gail Howard" <gail.howard@phhs.org>, "George B. Hernandez" <george.hernandez@uhs-sa.com>, "Gina Lawson" <glawson@tamhsc.edu>, "Gina Palafox" <gpalafox@umcelpaso.org>, "Harris Brooks" <harris@ppgh.com>, "Heather Outlaw" <houtlaw@jpshealth.org>, "James Valenti" <jvalenti@umcelpaso.org>, "Jan Reed" <jan.reed@electrahospital.com>, "Janet Villasenor" <jvillase@jpshealth.org>, "Jeff Knodel" <Jeff.Knodel@centralhealth.net>, "Jeffrey Dane" <jeff.dane@umchealthsystem.com>, "Jennifer LoGalbo" <logalbo@tamhsc.edu>, "John O'Hearn" <johearn@echd.org>, "Jonny Hipp" <jonny.hipp@nchdcc.org>, "Judge Keith Self" <Keith.self@collincountytx.gov>, "Kathy Lee" <k.lee@cmhos.org>, "Katie Coburn" <Katie.Coburn@centralhealth.net>, "Katrina Labrecht" <kmlambre@utmb.edu>, "Kevin Latimer" <kevin.latimer@umchealthsystem.com>, "Kevin Noltin" <knolting@noltingconsulting.com>, "Kimberly Ashley" <Kimberly.ashley@uthct.edu>, "Larry Tonn" <tonn@austin.rr.com>, "Leigh Hornsby" <leigh.hornsby@publicinformationassociates.com>, "Lettie Sanchez" <lettie.sanchez@centralhealth.net>, "Lisa Wiggins" <lisa.wiggins@umchealthsystem.com>, "Mallory Johnson" <mjohns11@jpshealth.org>, "Mararet Roche" <margaret.roche@phhs.org>, "Margarita Gardea" <margarita.gardea@harrishealth.org>, "Mark Erath" <MARK.ERATH@phhs.org>, "Matthew Kempton" <matthew.kempton@uhs-sa.com>, "Michael Nunez" <mnunez@umcelpaso.org>, "Mike Norby" <Michael.Norby@harrishealth.org>, "Monty Mitchell (mmitchell@ppgh.com)" <mmitchell@ppgh.com>, "Nancy Cadena" <ncadena@webbcountytx.gov>, "Nicole Renee Lievsay" <Nicole.Lievsay@harrishealth.org>, "Nora Prado" <nprado@webbcountytx.gov>, "Perla Lopez" <plopez@ttbh.org>, "Rebecca McCain" <Rebecca.mccain@electrahospital.com>, "Region 10 Box" <rhp@jpshealth.org>, "Reyna Carrillo" <rcarrillo@webbcountytx.gov>, "Rick Salinas" <ricardo.salinas@hchd.org>, "Rosie Vela" <Rosie.Vela@centralhealth.net>, "Sarah Cook" <sarah.cook@centralhealth.net>, "Shayna Spurlin" <Spurlin@tamhsc.edu>, "Shelly Corporon" <scorporo@jpshealth.org>, "Stephanie Fenter" <stephanie.fenter@uthct.edu>, "Stephen Orrell" <stephen.orrell@harrishealth.org>, "Ted Day" <Ted.Day@uhs-sa.com>, "Ted Shaw" <ted.shaw@phhs.org>, "Terrell Thrasher" <terrell.thrasher@umchealthsystem.com>, "Tiahra Laughlin" <tiahra.laughlin@centralhealth.net>, "Tim Jones" <timjones@bradyhospital.com>, "Victoria Nikitin" <Victoria.Nikitin@harrishealth.org>
Cc: "'maureen@thotonline.org'" <'maureen@thotonline.org'>, "'chris@thotonline.org'" <'chris@thotonline.org'>, "'bryansperry@childhealthtx.org'" <'bryansperry@childhealthtx.org'>, "'Tonnlarry@gmail.com'" <'Tonnlarry@gmail.com'>, "'tshaw@tha.org'" <'tshaw@tha.org'>, "'jhawkins@tha.org'" <'jhawkins@tha.org'>, "'jberta@tha.org'" <'jberta@tha.org'>, "'dpearson@torchnet.org'" <'dpearson@torchnet.org'>, "'Traudib@dhcg.com'" <'Traudib@dhcg.com'>, "'bb@brittanibilse.com'" <'bb@brittanibilse.com'>, "'bertodatto@gl-law.com'" <'bertodatto@gl-law.com'>, "'briganti@gl-law.com'" <'briganti@gl-law.com'>, "'brinker@gl-law.com'" <'brinker@gl-law.com'>, "'cottey@gl-law.com'" <'cottey@gl-law.com'>, "'cdockal@hotmail.com'" <'cdockal@hotmail.com'>, "'cdockal@dhcg.com'" <'cdockal@dhcg.com'>, "'brandon@dhcg.com'" <'brandon@dhcg.com'>, "'dongilbert@austin.rr.com'" <'dongilbert@austin.rr.com'>, "'gilbert@gl-law.com'" <'gilbert@gl-law.com'>, "'holt@gl-law.com'" <'holt@gl-law.com'>, "'kirkland@gl-law.com'"

<'kirkland@gl-law.com'>, "'lindsey@gl-law.com'" <'lindsey@gl-law.com'>, "'salorenzen70@gmail.com'" <'salorenzen70@gmail.com'>, "'knolting@noltingconsulting.com'" <'knolting@noltingconsulting.com'>, "'wparrish@bkd.com'" <'wparrish@bkd.com'>, "'ramberg@gl-law.com'" <'ramberg@gl-law.com'>, "'lresach@bkd.com'" <'lresach@bkd.com'>, "'David@v2vha.com'" <'David@v2vha.com'>, "'altovintner@gmail.com'" <'altovintner@gmail.com'>, "'mike@spiveyhealthlaw.com'" <'mike@spiveyhealthlaw.com'>, "'thorpe@gl-law.com'" <'thorpe@gl-law.com'>, "'mweisfeld@bkd.com'" <'mweisfeld@bkd.com'>, "'Carlton, Billy'" <bcarlton@bkd.com>, "'lucie_greene@chs.net'" <'lucie_greene@chs.net'>
Subject: DY3 Advance UC Payment/IGT Notification
Date: 11/14/2014 1:51:10 PM

Providers, Government Entities, and Anchors:

Please read this entire message carefully and make note of the information provided below that failure by IGT entities and providers to submit the required forms may result in a delayed payment for the providers.

HHSC is providing notice to IGT for the DY3 Advance UC Payment.

Dates pertinent to this payment:

12/4/14	Last day to submit your IGT into TexNet
12/5/14	IGT Settlement date
12/15/14	Pay Transferring Hospitals
12/31/14	Pay all other UC Providers- Public entities will be paid as soon as possible after 12/15/14, with the private entities also being paid as soon as possible but no later than 12/31/14.

Attached to this email are the following documents:

- the DY 3 Advance UC Payment spreadsheet;
- the Master Affiliation as of 11_14_14 for Distribution spreadsheet;
- Learning Collaborative Certification;
- Category 4 Reporting Certification Form
- the DY3 Advance UC Allocation Form

Pursuant to §354.1633(e) a UC hospital must participate in an annual learning collaborative and report on a subset of Category 4 measures. The attached certification forms are required by all hospitals to be eligible for DY 3 UC Payments. Please complete the forms and email a signed pdf copy to uctools@hhsc.state.tx.us by December 4, 2014.

Government Entities that are IGT'ing for multiple providers may submit one lump sum IGT for everyone. However, HHSC requires that if you are submitting IGT for multiple providers you must complete the attached DY3 Advance UC Allocation form. This will provide the HHSC Rate Analysis Department necessary information to allocate and apply the lump sum IGT to each provider. You can identify the affiliation number for the provider that you are IGT'ing for on the Master Affiliation as of 11_14_14 for Distribution spreadsheet.

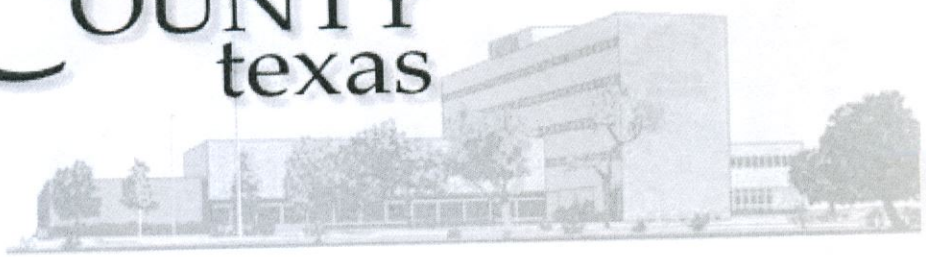
Once you have entered your IGT into TexNet you will receive a receipt that HHSC refers to as the Trace Sheet. HHSC asks that ALL IGT'ing entities send their Trace Sheets and Allocation Forms to the UC Tools mailbox at uctools@hhsc.state.tx.us . Please designate your funds into the appropriate bucket, UC Hospital (for hospitals) or UC Physician (for physicians). If you have any questions or require any assistance, please send a message to the UC Tools mailbox.

HHSC Hospital Rate Analysis
Texas Health and Human Services Commission
P.O. Box 149030, Mail Code H-400
Brown-Heatly Building
4900 N. Lamar Blvd.
Austin, TX 78714-9030



HIDALGO COUNTY texas

Department of
Health & Human Services
1304 S. 25th Ave.
Edinburg, Texas 78542
Office: (956) 318-2011
Fax: (956) 318-2019
www.co.hidalgo.tx.us



To: Ray Eufracio, County Auditor
Linda Fong, Asst. County Auditor

From: Dairen Sarmiento, HS Director

Date: November 26, 2014

Re: Certification of LPPF

Please accept this as my request to certify up to $10,000,000.00 of the Local Provider Participation fund. I have placed agenda item 47532 on for commissioner's court on December 2, 2014.

Should you have any questions please contact me at dairen.sarmiento@hchd.org at extension 7365. Thank you.

AI-47532 **Health & Human Services Dept.**

CC - REGULAR

Meeting Date: 12/02/2014

Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

a. Discussion, consideration, and approval to drawdown $10,000,000.00 for Demonstration Year (DY) 3 Advance UC Payment from the Local Provider Participation Fund (LPPF).

b. Approval of Certification of Revenues as certified by the County Auditor for Demonstration Year 3 IGT drawdown.

c. Approval of Appropriation of funds for Demonstration Year 3 IGT drawdown in the amount of $10,000,000.00 to fund Uncompensated Care.

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Attachments

HHSC EMAIL

Form Review

Inbox	Reviewed By	Date
	Form Started By: Dairen Sarmiento	Started On: 11/21/2014 04:16 PM

AI-47532 **Health & Human Services Dept.**

CC - REGULAR

Meeting Date: 12/02/2014

Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

12/1/14 Dairen

Information

CAPTION

$13,320,365.51

a. Discussion, consideration, and approval to drawdown ~~$10,000,000.00~~ for Demonstration Year (DY) 3 Advance UC Payment from the Local Provider Participation Fund (LPPF).

b. Approval of Certification of Revenues as certified by the County Auditor for Demonstration Year 3 IGT drawdown.

c. Approval of Appropriation of funds for Demonstration Year 3 IGT drawdown in the amount of ~~$10,000,000.00~~ to fund Uncompensated Care.

$13,320,365.51 Dairen 12/1/14

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Attachments

HHSC EMAIL

Form Review

Inbox	Reviewed By	Date
	Form Started By: Dairen Sarmiento	Started On: 11/21/2014 04:16 PM

HIDALGO COUNTY texas

Department of
Health & Human Services
1304 S. 25th Ave.
Edinburg, Texas 78542
Office: (956) 318-2011
Fax: (956) 318-2019
www.co.hidalgo.tx.us

To: Ray Eufracio, County Auditor
Linda Fong, Asst. County Auditor

From: Dairen Sarmiento, HS Director

Date: November 26, 2014

Re: Certification of LPPF

Please accept this as my request to certify up to ~~$10,000,000.00~~ 13,320,365.51 of the Local Provider Participation fund. I have placed agenda item 47532 on for commissioner's court on December 2, 2014.

Should you have any questions please contact me at dairen.sarmiento@hchd.org at extension 7365. Thank you.

DY3 Advance UC Allocation Form

TRACE Number:

The Trace Number is in the receipt you receive from the Comptroller once you have submitted your IGT into TexNet.

Provider Affiliation Identification	Provider Name	9 Digit TPI	UC Program	Government Entity	Provider County	RHP Region	IGT Total	DY 3 ADVANCE IGT AMOUNT
529-08-0236-00067	McAllen Hospitals LP dba Edinburg Regional Medical	094113001		Hidalgo County	Hidalgo	5	$ 6,751,765.77	$ 6,751,765.77
529-08-0236-00079	Mission Hospital Inc.	112679902		Hidalgo County	Hidalgo	5	$ 2,999,025.80	$ 2,999,025.80
529-08-0236-00020	Columbia Rio Grande Healthcare dba Rio Grande Regional	112716902		Hidalgo County	Hidalgo	5	$ 1,279,242.60	$ 1,279,242.60
529-08-0236-00063	Knapp Medical Center	135035706		Hidalgo County	Hidalgo	5	$ 2,146,110.88	$ 2,146,110.88
529-08-0236-00030	Doctor's Hospital at Renaissance	160709501		Hidalgo County	Hidalgo	5	$ 144,220.46	$ 144,220.46
							$ 13,320,365.51	$ 13,320,365.51

AI-47487 **IT Department 13. A.**

CC - REGULAR

Meeting Date: 12/02/2014

Submitted By: Edna Kirby, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

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

Requesting approval for payments for Intrastate and Interstate calls for January thru December 2014 and any further invoices for the remainder of year 2014.

Time Warner Cable
Acct. 8260 18 035 0341754
Acct. 8260 18 300 0001497

BACKGROUND

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/20/2014 02:16 PM
Obdett Calzada	Obdett Calzada	11/25/2014 04:59 PM
Budget & Management	Debbie Tamez	11/26/2014 07:58 AM
Purchasing Department	Monica Badillo	11/26/2014 05:14 PM

Form Started By: Edna Kirby Started On: 11/19/2014 08:52 AM

Final Approval Date: 11/26/2014

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Manage your account:
business.twc.com/myaccount
Visit us online: business.twc.com

Account number
8260 18 035 0341754
Customer code **7910**

Due date	Service period	Amount due
upon receipt	05/03 - 06/02	**$1,194.01**

Unpaid Balance -
Diff. from Tax Exempt
157.45
- 122.02 Tax Exempt Adjustment
Due → 35.43
Adjustment Needed.
Informed Edna

2014 APR 7 PM 1:10

Service address
Hidalgo County
Account Phone 956-292-7010
3003 E Mile 11 N
Fiber
Weslaco, TX 78596-1052

Previous balance & payments	
Balance last statement	2,453.97
Payments received as of Apr 25, 2014	-2,296.49
Unpaid balance Short Pay from Tax Exempt	157.48

Current month	
Monthly services	514.00
Credits and one-time charges	476.55
Surcharges	2.74
Taxes and fees	43.24

Total due upon receipt	**$1,194.01**

You saved $25.00 by subscribing to this package

1,158.55
- 570.61 LD Short P
- 27.96 Late Fee
559.98 + 27.96 = 587.94

Invoice Received By:
Edna Ku On 5/5/14
Goods/services Received By:
Edna Ku On 5/3-6/2-14
Acct.# 1-1100-415-00-200-002-0-855
PO# 7060995

1-1100-415-00-200-002-0-855 $27.96

OUR RECORDS INDICATE THAT YOUR ACCOUNT IS DELINQUENT. PLEASE MAKE A PAYMENT WITHIN 5 DAYS OF THE DATE OF THIS BILL TO AVOID LOSS OF SERVICE. A LATE FEE OF 1.5% AND A POSSIBLE COLLECTION FEE. IF PAYMENT HAS BEEN MADE, PLEASE DISREGARD.

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PO BOX 460849, SAN ANTONIO, TX 78246-0849
8260 1800 ZO RP 25 04262014 NNNNNYNN 01 030784 0075

HIDALGO COUNTY
PO BOX 207
ATTN IT DEPT
EDINBURG, TX 78540-0207

Payment due date
upon receipt

Account number
8260 18 035 0341754
Please write your account number on your check.

Total amount due
$1,194.01

Amount enclosed
587.94

TIME WARNER CABLE
PO BOX 60074
CITY OF INDUSTRY CA 91716-0074

826018035034175401194018

Hidalgo County
Total due upon receipt: $1,194.01
Account number: 8260 18 035 0341754
Customer code: 7910
Statement date: Apr 25, 2014

TIME WARNER CABLE
Business Class®

	Previous balance	
	Balance last statement	2,453.97
	Total previous balance	**$2,453.97**
	Payments	
04/03	Payment - Thank You 01-395224	-1,795.88
04/15	Payment - Thank You 01-396009	-500.61
	Total unpaid balance Diff is from	**$157.48**
	Monthly services Short Pay Tax Exempt.	
04/25	Business Class PRI	475.00
	You saved $25.00 by subscribing to this package	
	DID Block 20 Numbers Qty 3 @ $3.00 Each	9.00
	DID Block 100 Numbers Qty 2 @ $15.00 Each	30.00
	LD 3,000 Free Minutes	0.00
	Total monthly services	**$514.00**
	Credits and one-time charges	
03/30	Late Payment Fee	27.96
04/25	Business Class PRI Usage Instate for 956-447-3775	11.16
04/25	Business Class PRI Usage Instate for 956-447-3995	3.41
04/25	Business Class PRI Usage Instate for 956-968-0707	4.57
04/25	Business Class PRI Usage Instate for 956-968-8733	48.26
04/25	Business Class PRI Usage Instate for 956-973-7800	267.11
04/25	Business Class PRI Usage Instate for 956-973-7825	7.50
04/25	Business Class PRI Usage Instate for 956-973-7880	210.62
04/25	Business Class PRI Usage Instate for 956-973-7885	2.31
	continued on next column	

LD charges

continued from previous column

04/25	Business Class PRI Usage Instate for 956-973-7911	3.16
04/25	Business Class PRI Usage Instate for 956-973-7913	7.40
04/25	Business Class PRI Usage Out of State for 956-447-3775	0.77
04/25	Business Class PRI Usage Out of State for 956-447-3995	0.03
04/25	Business Class PRI Usage Out of State for 956-968-8733	0.41
04/25	Business Class PRI Usage Out of State for 956-973-7800	2.33
04/25	Business Class PRI Usage Out of State for 956-973-7880	1.44
04/25	Business Class PRI Usage Out of State for 956-973-7913	0.13
04/01	Tax Exempt - Adjustment	-122.02
	Total credits and one-time charges	**$476.55**
	Surcharges	
	TWC Regulatory Recovery Fee	0.02
	TWC PUC Recovery Fee	1.87
	Federal Universal Service Fund	0.85
	Total surcharges	**$2.74**
	TWC imposes surcharges to recover costs of complying with its governmental obligations. Specifically, TWC chooses to impose the State Cost Recovery Fee to recover the cost of TWC's Texas Margins Tax liability.	
	Taxes and fees	
	Municipal Right Of Way Fee	41.86
	E911 Equalization Surcharge	1.38
	Total taxes and fees	**$43.24**
	Total due upon receipt	**$1,194.01**

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Make a payment free of charge using our automated payment option at **1-866-519-1263** and authorize payment directly from your bank account or credit card.

Customer information

Are you experiencing technical issues with closed captioning? Call 1-800-222-5355, email twc.closedcaptioningissues@twcable.com or fax 1-877-430-1386. Want to write us? Address closed captioning related concerns for which you would like a formal response to H. Dudash, Administrator, 13820 Sunrise Valley Dr., Herndon, VA 20171; fax 1-704-697-4935; email twc.closedcaptioningissues@twcable.com To follow up on a written submission, call 1-877-276-7432.

If your check is returned, you expressly authorize your bank account to be electronically debited for the amount of the check plus any applicable fees. The use of a check for payment is your acknowledgement and acceptance of this policy and its terms and conditions. Nonpayment of any portion of your TV, Internet or Phone service could result in disconnection of your TWC services.

To view the call detail for your Business Phone calls, go to business.twc.com/myaccount.

For information on any upcoming programming changes please consult the Legal Notices published in Brownsville Herald, McAllen Monitor or Valley Morning Star on the 1st and 3rd Monday of each month and on twc.com.

Time Warner Cable is an Equal Opportunity Employer M/F/D/V/Drug free workplace. For career opportunities at Time Warner Cable, visit twc.com/careers.

Hidalgo County
Total due upon receipt: $1,194.01
Account number: 8260 18 035 0341754
Customer code: 7910
Statement date: Apr 25, 2014

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Over the phone
Call us anytime at **1-866-519-1263** to speak with someone live. For the most efficient service, have the phone number associated with your account or your account number available when you call.

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Customer service
Call us anytime: 1-866-519-1263
Manage your account:
business.twc.com/myaccount
Visit us online: business.twc.com

Account number
8260 18 035 0341754
Customer code **7910**

Due date	Service period	Amount due
upon receipt	06/03 - 07/02	**$2,199.53**

6-10-14
Cannot Process, Pending explanation on LD calls

6-16-14: Per Liz ok to Process Approved Amts. on P.O. LD calls will be short Paid.

HIDALGO COUNTY AUDITOR
2014 JUN 6 AM 10:47

Service address
Hidalgo County
Account Phone 956-292-7010
3003 E Mile 11 N
Fiber
Weslaco, TX 78596-1052

Previous balance & payments

Balance last statement	A portion of this	1,194.01
Unpaid balance	Amt. will be paid.	1,194.01

Current month

Monthly services		514.00
Credits and one-time charges	1,007.81 → 445.04	445.99
Surcharges	Short Pay	2.29
Taxes and fees	LD/Directory Assistance 562.77 − .95 ¢ CATF Fee	43.24
Total due upon receipt	561.82	**$2,199.53**

You saved $25.00 by subscribing to this package

4-1100-415-00-200-002-0-855 # .95¢

Invoice Received By:
Edna Kuhl On 6/4/14
Goods/services Received By:
Edna Kuhl On 6/3-6/2/14
Acct.# 4-1100-415-00-200-002-0-531
PO# 706095 $561.82

YOUR ACCOUNT IS SCHEDULED FOR DISCONNECTION. IT IS IMPERATIVE THAT YOU CALL 866-519-1263 FOR PAYMENT ARRANGEMENTS. OUTSTANDING BALANCES WILL BE SENT TO A 3RD PARTY COLLECTION AGENCY AND THEN PLACED WITH THE CREDIT BUREAU. PLEASE DISREGARD IF PAYMENT HAS BEEN MADE.

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PO BOX 460849, SAN ANTONIO, TX 78246-0849
8260 1800 ZO RP 23 05242014 NNNNNNNY 01 005349 0016

HIDALGO COUNTY
PO BOX 207
ATTN IT DEPT
EDINBURG, TX 78540-0207

Payment due date
upon receipt

Total amount due
$2,199.53

Account number
8260 18 035 0341754

Please write your account number on your check.

Amount enclosed
562.77

TIME WARNER CABLE
PO BOX 60074
CITY OF INDUSTRY CA 91716-0074

8260180350341754021995 37

Hidalgo County
Total due upon receipt: $2,199.53
Account number: 8260 18 035 0341754
Customer code: 7910
Statement date: May 23, 2014

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	Previous balance	
	Balance last statement	1,194.01
	Total previous balance	**$1,194.01**
	Monthly services	
05/23	Business Class PRI	475.00
	You saved $25.00 by subscribing to this package	
	DID Block 20 Numbers	9.00
	Qty 3 @ $3.00 Each	
	DID Block 100 Numbers	30.00
	Qty 2 @ $15.00 Each	
	LD 3,000 Free Minutes	0.00
	Total monthly services	**$514.00**
	Credits and one-time charges	
05/02	Late Payment Fee	0.95
05/23	Directory Assistance for 956-973-7880	5.98
05/23	Business Class PRI Usage Instate for 956-447-3775	8.37
05/23	Business Class PRI Usage Instate for 956-447-3995	5.50
05/23	Business Class PRI Usage Instate for 956-968-0707	5.45
05/23	Business Class PRI Usage Instate for 956-968-8733	51.68
05/23	Business Class PRI Usage Instate for 956-973-7800	162.57
05/23	Business Class PRI Usage Instate for 956-973-7825	13.77
05/23	Business Class PRI Usage Instate for 956-973-7880	177.30
05/23	Business Class PRI Usage Instate for 956-973-7885	2.69
05/23	Business Class PRI Usage Instate for 956-973-7911	6.56
05/23	Business Class PRI Usage Instate for 956-973-7914	3.13

continued on next column

continued from previous column

05/23	Business Class PRI Usage Out of State for 956-447-3775	0.17
05/23	Business Class PRI Usage Out of State for 956-968-0707	0.01
05/23	Business Class PRI Usage Out of State for 956-968-8733	1.05
05/23	Business Class PRI Usage Out of State for 956-973-7800	0.55
05/23	Business Class PRI Usage Out of State for 956-973-7880	0.07
05/23	Business Class PRI Usage Out of State for 956-973-7911	0.18
05/23	Business Class PRI Usage Out of State for 956-973-7914	0.01
	Total credits and one-time charges	**$445.99**
	Surcharges	
	TWC Regulatory Recovery Fee	0.02
	TWC PUC Recovery Fee	1.67
	Federal Universal Service Fund	0.60
	Total surcharges	**$2.29**
	TWC imposes surcharges to recover costs of complying with its governmental obligations. Specifically, TWC chooses to impose the State Cost Recovery Fee to recover the cost of TWC's Texas Margins Tax liability.	
	Taxes and fees	
	Municipal Right Of Way Fee	41.86
	E911 Equalization Surcharge	1.38
	Total taxes and fees	**$43.24**
	Total due upon receipt	**$2,199.53**

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If your check is returned, you expressly authorize your bank account to be electronically debited for the amount of the check plus any applicable fees. The use of a check for payment is your acknowledgement and acceptance of this policy and its terms and conditions. Nonpayment of any portion of your TV, Internet or Phone service could result in disconnection of your TWC services.

To view the call detail for your Business Phone calls, go to business.twc.com/myaccount.

For information on any upcoming programming changes please consult the Legal Notices published in Brownsville Herald, McAllen Monitor or Valley Morning Star on the 1st and 3rd Monday of each month and on twc.com.

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Hidalgo County
Total due upon receipt: $2,199.53
Account number: 8260 18 035 0341754
Customer code: 7910
Statement date: May 23, 2014

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Over the phone
Call us anytime at **1-866-519-1263** to speak with someone live. For the most efficient service, have the phone number associated with your account or your account number available when you call.

2014 JUN 6 AM 10 47

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Manage your account:
business.twc.com/myaccount
Visit us online: business.twc.com

Account number
8260 18 035 0341754
Customer code 7910

Due date	Service period	Amount due
upon receipt	07/03 - 08/02	**$3,305.45**

Service address
Hidalgo County
Account Phone 956-292-7010
3003 E Mile 11 N
Fiber
Weslaco, TX 78596-1052

Invoice Received By:
Edna Kirby On 6/30/14
Goods/services Received By:
Edna Kirby On 7/3-8/2/14
Acct.# 4-1100-415-00-200-002-0-531
PO# 706095

Previous balance & payments	
Balance last statement	2,199.53
Unpaid balance	2,199.53
Current month	
Monthly services	514.00
Credits and one-time charges	547.75
Surcharges	2.31
Taxes and fees	41.86
Total due upon receipt	**$3,305.45**

You saved $25.00 by subscribing to this package

RELEASED JUN 30 2014

In the know...

Starting next month, you will be assessed $37.50 per PRI for a Federal Subscriber Line Charge, and Regulatory Recovery Fee will increase by 1.11% of your applicable phone charges. The Federal Subscriber Line Charge is an FCC-regulated fee allowing local phone providers to recover some of the cost of local network facilities used to serve our customers.

YOUR ACCOUNT IS SCHEDULED FOR DISCONNECTION. IT IS IMPERATIVE THAT YOU CALL 866-5191263 FOR PAYMENT ARRANGEMENTS, OUTSTANDING BALANCES WILL BE SENT TO A 3RD PARTY COLLECTION AGENCY AND THEN PLACED WITH THE CREDIT BUREAU. PLEASE DISREGARD IF PAYMENT HAS BBEN MADE.

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PO BOX 460849, SAN ANTONIO, TX 78246-0849
8260 1800 NO RP 23 06242014 NNNNNYNY 01 006747 0026

HIDALGO COUNTY
PO BOX 207
ATTN IT DEPT
EDINBURG, TX 78540-0207

Payment due date
upon receipt

Total amount due
$3,305.45

Account number
8260 18 035 0341754

Please write your account number on your check.

Amount enclosed

TIME WARNER CABLE
PO BOX 60074
CITY OF INDUSTRY CA 91716-0074

8260180350341754033054 55

Hidalgo County
Total due upon receipt: $3,305.45
Account number: 8260 18 035 0341754
Customer code: 7910
Statement date: Jun 23, 2014

TIME WARNER CABLE Business Class®

	Previous balance	
	Balance last statement	2,199.53
	Total previous balance	**$2,199.53**
	Monthly services	
06/23	Business Class PRI	475.00
	You saved $25.00 by subscribing to this package	
	DID Block 20 Numbers	9.00
	Qty 3 @ $3.00 Each	
	DID Block 100 Numbers	30.00
	Qty 2 @ $15.00 Each	
	LD 3,000 Free Minutes	0.00
	Total monthly services	**$514.00**
	Credits and one-time charges	
05/30	Late Payment Fee	17.91
06/23	Business Class PRI Usage International for 956-973-7914	0.01
06/23	Business Class PRI Usage Instate for 956-447-3775	9.17
06/23	Business Class PRI Usage Instate for 956-447-3995	8.89
06/23	Business Class PRI Usage Instate for 956-968-0707	8.42
06/23	Business Class PRI Usage Instate for 956-968-8733	53.12
06/23	Business Class PRI Usage Instate for 956-973-7800	210.98
06/23	Business Class PRI Usage Instate for 956-973-7825	14.70
06/23	Business Class PRI Usage Instate for 956-973-7880	199.07
06/23	Business Class PRI Usage Instate for 956-973-7885	3.99
06/23	Business Class PRI Usage Instate for 956-973-7911	13.91

continued on next column

Didnot pay 529.83

continued from previous column

06/23	Business Class PRI Usage Instate for 956-973-7914	4.67
06/23	Business Class PRI Usage Out of State for 956-447-3775	0.18
06/23	Business Class PRI Usage Out of State for 956-968-0707	0.04
06/23	Business Class PRI Usage Out of State for 956-968-8733	0.53
06/23	Business Class PRI Usage Out of State for 956-973-7800	0.60
06/23	Business Class PRI Usage Out of State for 956-973-7880	1.08
06/23	Business Class PRI Usage Out of State for 956-973-7911	0.08
06/23	Business Class PRI Usage Out of State for 956-973-7914	0.40
	Total credits and one-time charges	**$547.75**
	Surcharges	
	TWC Regulatory Recovery Fee	0.01
	TWC PUC Recovery Fee	1.81
	Federal Universal Service Fund	0.49
	Total surcharges	**$2.31**
	TWC imposes surcharges to recover costs of complying with its governmental obligations. Specifically, TWC chooses to impose the State Cost Recovery Fee to recover the cost of TWC's Texas Margins Tax liability.	
	Taxes and fees	
	Municipal Right Of Way Fee	41.86
	Total taxes and fees	**$41.86**
	Total due upon receipt	**$3,305.45**

Pay online

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11.05.92

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Hidalgo County
Total due upon receipt: $3,305.45
Account number: 8260 18 035 0341754
Customer code: 7910
Statement date: Jun 23, 2014

Reach us at your convenience

Online
Visit us at business.twc.com/myaccount to chat with agents online, manage your services, access support tools such as FAQs and user guides, and pay your bill when it is convenient for you.

Over the phone
Call us anytime at **1-866-519-1263** to speak with someone live. For the most efficient service, have the phone number associated with your account or your account number available when you call.

DELIVERED JUN 30 2014

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Visit us online: business.twc.com

Account number
8260 18 035 0341754
Customer code 7910

Due date	Service period	Amount due
upon receipt	08/03 - 09/02	**$2,715.50**

Service address
Hidalgo County
Account Phone 956-292-7010
3003 E Mile 11 N
Fiber
Weslaco, TX 78596-1052

Previous balance & payments	
Balance last statement	3,305.45
Payments received as of Jul 25, 2014	-1,726.79
Unpaid balance	1,578.66

Current month	
Monthly services	514.00
Credits and one-time charges	579.32
Surcharges	2.81
Taxes and fees	40.71
Total due upon receipt	**$2,715.50**

You saved $25.00 by subscribing to this package

RECEIVED AUG 05 2014

Invoice Received By:
Edna Kirby On 8/5/14
Goods/services Received By:
Edna Kirby On 8/3-9-2/14
Acct.# 4-1100-415-00-200-002-0-531
PO# 706095

YOUR ACCOUNT IS SCHEDULED FOR DISCONNECTION. IT IS IMPERATIVE THAT YOU CALL 866-519-1263 FOR PAYMENT ARRANGEMENTS. OUTSTANDING BALANCES WILL BE SENT TO A 3RD PARTY COLLECTION AGENCY AND THEN PLACED WITH THE CREDIT BUREAU. PLEASE DISREGARD IF PAYMENT HAS BEEN MADE.

Please enclose this coupon with your payment.

TIME WARNER CABLE
Business Class®

**Please allow 7-10 days for delivery and payment processing. See reverse side for more convenient payment options.

PO BOX 460849, SAN ANTONIO, TX 78246-0849
8260 1800 NO RP 25 07262014 NNNNNYNY 01 036112 0116

HIDALGO COUNTY
PO BOX 207
ATTN IT DEPT
EDINBURG, TX 78540-0207

Payment due date
upon receipt

Total amount due
$2,715.50

Account number
8260 18 035 0341754

Please write your account number on your check.

Amount enclosed

TIME WARNER CABLE
PO BOX 60074
CITY OF INDUSTRY CA 91716-0074

11 36 84

8260180350341754027155O6

Entered

Hidalgo County
Total due upon receipt: $2,715.50
Account number: 8260 18 035 0341754
Customer code: 7910
Statement date: Jul 25, 2014

TIME WARNER CABLE
Business Class®

	Previous balance	
	Balance last statement	3,305.45
	Total previous balance	**$3,305.45**
	Payments	
07/02	Payment - Thank You CK 01-399545	-1,150.71
07/15	Payment - Thank You CK 01-400176	-576.08
	Total unpaid balance	**$1,578.66**
	Monthly services	
07/25	Business Class PRI	475.00
	You saved $25.00 by subscribing to this package	
	DID Block 20 Numbers Qty 3 @ $3.00 Each	9.00
	DID Block 100 Numbers Qty 2 @ $15.00 Each	30.00
	LD 3,000 Free Minutes	0.00
	Total monthly services	**$514.00**
	Credits and one-time charges	
06/30	Late Payment Fee	32.99
07/25	Business Class PRI Usage Instate for 956-447-3775	10.04
07/25	Business Class PRI Usage Instate for 956-447-3995	5.07
07/25	Business Class PRI Usage Instate for 956-968-0707	7.52
07/25	Business Class PRI Usage Instate for 956-968-8733	63.40
07/25	Business Class PRI Usage Instate for 956-973-7800	272.06
07/25	Business Class PRI Usage Instate for 956-973-7825	12.37
07/25	Business Class PRI Usage Instate for 956-973-7880	155.35
07/25	Business Class PRI Usage Instate for 956-973-7885	2.58

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07/25	Business Class PRI Usage Instate for 956-973-7911	9.53
07/25	Business Class PRI Usage Instate for 956-973-7914	2.37
07/25	Business Class PRI Usage Out of State for 956-447-3995	0.25
07/25	Business Class PRI Usage Out of State for 956-968-0707	0.03
07/25	Business Class PRI Usage Out of State for 956-968-8733	0.58
07/25	Business Class PRI Usage Out of State for 956-973-7800	2.66
07/25	Business Class PRI Usage Out of State for 956-973-7880	2.09
07/25	Business Class PRI Usage Out of State for 956-973-7914	0.43
	Total credits and one-time charges	**$579.32**
	Surcharges	
	TWC Regulatory Recovery Fee	0.03
	TWC PUC Recovery Fee	1.83
	Federal Universal Service Fund	0.95
	Total surcharges	**$2.81**
	TWC imposes surcharges to recover costs of complying with its governmental obligations. Specifically, TWC chooses to impose the State Cost Recovery Fee to recover the cost of TWC's Texas Margins Tax liability.	
	Taxes and fees	
	Municipal Right Of Way Fee	39.33
	E911 Equalization Surcharge	1.38
	Total taxes and fees	**$40.71**
	Total due upon receipt	**$2,715.50**

Pay online

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If your check is returned, you expressly authorize your bank account to be electronically debited for the amount of the check plus any applicable fees. The use of a check for payment is your acknowledgement and acceptance of this policy and its terms and conditions. Nonpayment of any portion of your TV, Internet or Phone service could result in disconnection of your TWC services.

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Hidalgo County
Total due upon receipt: $2,715.50
Account number: 8260 18 035 0341754
Customer code: 7910
Statement date: Jul 25, 2014

TIME WARNER CABLE
Business Class®

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Over the phone
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TIME WARNER CABLE
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Manage your account:
business.twc.com/myaccount
Visit us online: business.twc.com

Account number
8260 18 035 0341754
Customer code **7910**

Due date	Service period	Amount due
upon receipt	09/03 - 10/02	**$3,206.07**

Service address
Hidalgo County
Account Phone 956-292-7010
3003 E Mile 11 N
Fiber
Weslaco, TX 78596-1052

Previous balance & payments	
Balance last statement CK 01-401900	2,715.50
Payments received as of Aug 23, 2014	-590.51
Unpaid balance	2,124.99

Current month	
Monthly services	514.00
Credits and one-time charges	523.48
Surcharges	2.89
Taxes and fees	40.71
Total due upon receipt	**$3,206.07**

You saved $25.00 by subscribing to this package

RECEIVED SEP 05 2014

Invoice Received By:
Edna Kuly On 9/3/14
Goods/services Received By:
Edna Kuly On 9/3-10/2/14
Acct.# 4-1100-415-00-200-002-053
PO# 706095

YOUR ACCOUNT IS SCHEDULED FOR DISCONNECTION. IT IS IMPERATIVE THAT YOU CALL 866-519-1263 FOR PAYMENT ARRANGEMENTS. OUTSTANDING BALANCES WILL BE SENT TO A 3RD PARTY COLLECTION AGENCY AND THEN PLACED WITH THE CREDIT BUREAU. PLEASE DISREGARD IF PAYMENT HAS BEEN MADE.

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PO BOX 460849, SAN ANTONIO, TX 78246-0849
8260 1800 NO RP 23 08242014 NNNNNYNY 01 006128 0028

HIDALGO COUNTY
PO BOX 207
ATTN IT DEPT
EDINBURG, TX 78540-0207

Payment due date
upon receipt

Total amount due
$3,206.07

Account number
8260 18 035 0341754

Please write your account number on your check.

Amount enclosed

TIME WARNER CABLE
PO BOX 60074
CITY OF INDUSTRY CA 91716-0074

8260180350341754032060 75

Hidalgo County
Total due upon receipt: $3,206.07
Account number: 8260 18 035 0341754
Customer code: 7910
Statement date: Aug 23, 2014

TIME WARNER CABLE Business Class®

	Previous balance	
	Balance last statement	2,715.50
	Total previous balance	**$2,715.50**
	Payments	
08/18	Payment - Thank You	-590.51
	Total unpaid balance	**$2,124.99**
	Monthly services	
08/23	Business Class PRI	475.00
	You saved $25.00 by subscribing to this package	
	DID Block 20 Numbers Qty 3 @ $3.00 Each	9.00
	DID Block 100 Numbers Qty 2 @ $15.00 Each	30.00
	LD 3,000 Free Minutes	0.00
	Total monthly services	**$514.00**
	Credits and one-time charges	
08/01	Late Payment Fee	23.67
08/23	Business Class PRI Usage Instate for 956-447-3775	13.65
08/23	Business Class PRI Usage Instate for 956-447-3995	6.01
08/23	Business Class PRI Usage Instate for 956-968-0707	6.47
08/23	Business Class PRI Usage Instate for 956-968-8733	62.67
08/23	Business Class PRI Usage Instate for 956-973-7800	192.91
08/23	Business Class PRI Usage Instate for 956-973-7825	11.71
08/23	Business Class PRI Usage Instate for 956-973-7880	186.74
08/23	Business Class PRI Usage Instate for 956-973-7885	2.19
	continued on next column	

	continued from previous column	
08/23	Business Class PRI Usage Instate for 956-973-7911	8.51
08/23	Business Class PRI Usage Instate for 956-973-7914	1.88
08/23	Business Class PRI Usage Out of State for 956-447-3995	0.09
08/23	Business Class PRI Usage Out of State for 956-968-0707	0.11
08/23	Business Class PRI Usage Out of State for 956-968-8733	0.80
08/23	Business Class PRI Usage Out of State for 956-973-7800	0.78
08/23	Business Class PRI Usage Out of State for 956-973-7825	0.06
08/23	Business Class PRI Usage Out of State for 956-973-7880	4.83
08/23	Business Class PRI Usage Out of State for 956-973-7911	0.10
08/23	Business Class PRI Usage Out of State for 956-973-7914	0.30
	Total credits and one-time charges	**$523.48**
	Surcharges	
	TWC Regulatory Recovery Fee	0.03
	TWC PUC Recovery Fee	1.75
	Federal Universal Service Fund	1.11
	Total surcharges	**$2.89**
	TWC imposes surcharges to recover costs of complying with its governmental obligations. Specifically, TWC chooses to impose the State Cost Recovery Fee to recover the cost of TWC's Texas Margins Tax liability.	
	Taxes and fees	
	Municipal Right Of Way Fee	39.33
	E911 Equalization Surcharge	1.38
	Total taxes and fees	**$40.71**
	Total due upon receipt	**$3,206.07**

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SEP 05 2014

Hidalgo County
Total due upon receipt: $3,206.07
Account number: 8260 18 035 0341754
Customer code: 7910
Statement date: Aug 23, 2014

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Manage your account:
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Visit us online: business.twc.com

Account number
8260 18 035 0341754
Customer code **7910**

Due date	Service period	Amount due
upon receipt	10/03 - 11/02	**$4,283.09**

Service address
Hidalgo County
Account Phone 956-292-7010
3003 E Mile 11 N
Fiber
Weslaco, TX 78596-1052

Previous balance & payments	
Balance last statement	3,206.07
Unpaid balance	3,206.07

Current month	
Monthly services	514.00
Credits and one-time charges	519.22
Surcharges	3.09
Taxes and fees	40.71
Total due upon receipt	**$4,283.09**

1077.02

You saved $25.00 by subscribing to this package

OCT 02 2014

Invoice Received By:
Edna Kirley On 10/2/14
Goods/services Received By:
Edna Kirley On 10/3-11/2/14
Acct.# 4-1100-415-00-200-002-0-53
PO# 706095

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PO BOX 460849, SAN ANTONIO, TX 78246-0849
8260 1800 NO RP 23 09242014 NNNNNYYN 01 011726 0045

HIDALGO COUNTY
PO BOX 207
ATTN IT DEPT
EDINBURG, TX 78540-0207

Payment due date
upon receipt

Total amount due
$4,283.09

Account number
8260 18 035 0341754

Please write your account number on your check.

Amount enclosed

TIME WARNER CABLE
PO BOX 60074
CITY OF INDUSTRY CA 91716-0074

8260180350341754042830997

Hidalgo County
Total due upon receipt: $4,283.09
Account number: 8260 18 035 0341754
Customer code: 7910
Statement date: Sep 23, 2014

TIME WARNER CABLE Business Class®

	Previous balance	
	Balance last statement	3,206.07
	Total previous balance	**$3,206.07**
	Monthly services	
09/23	Business Class PRI	475.00
	You saved $25.00 by subscribing to this package	
	DID Block 20 Numbers	9.00
	Qty 3 @ $3.00 Each	
	DID Block 100 Numbers	30.00
	Qty 2 @ $15.00 Each	
	LD 3,000 Free Minutes	0.00
	Total monthly services	**$514.00**
	Credits and one-time charges	
08/30	Late Payment Fee	31.87
09/23	Business Class PRI Usage Instate for 956-447-3775	11.71
09/23	Business Class PRI Usage Instate for 956-447-3995	8.52
09/23	Business Class PRI Usage Instate for 956-968-0707	7.01
09/23	Business Class PRI Usage Instate for 956-968-8733	64.61
09/23	Business Class PRI Usage Instate for 956-973-7800	203.80
09/23	Business Class PRI Usage Instate for 956-973-7825	12.94
09/23	Business Class PRI Usage Instate for 956-973-7880	181.19
09/23	Business Class PRI Usage Instate for 956-973-7885	2.35
09/23	Business Class PRI Usage Instate for 956-973-7911	7.80
09/23	Business Class PRI Usage Instate for 956-973-7914	2.98

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09/23	Business Class PRI Usage Out of State for 956-447-3775	0.02
09/23	Business Class PRI Usage Out of State for 956-447-3995	0.28
09/23	Business Class PRI Usage Out of State for 956-968-0707	0.01
09/23	Business Class PRI Usage Out of State for 956-968-8733	0.36
09/23	Business Class PRI Usage Out of State for 956-973-7800	1.25
09/23	Business Class PRI Usage Out of State for 956-973-7880	5.57
09/23	Business Class PRI Usage Out of State for 956-973-7911	0.62
09/23	Business Class PRI Usage Out of State for 956-973-7914	0.01
09/08	Credit Intern Call - Adjustment	-0.01
09/11	Adj Late Fee 8/1/14	-23.67
	Total credits and one-time charges	**$519.22**
	Surcharges	
	TWC Regulatory Recovery Fee	0.04
	TWC PUC Recovery Fee	1.77
	Federal Universal Service Fund	1.28
	Total surcharges	**$3.09**
	TWC imposes surcharges to recover costs of complying with its governmental obligations. Specifically, TWC chooses to impose the State Cost Recovery Fee to recover the cost of TWC's Texas Margins Tax liability.	
	Taxes and fees	
	Municipal Right Of Way Fee	39.33
	E911 Equalization Surcharge	1.38
	Total taxes and fees	**$40.71**
	Total due upon receipt	**$4,283.09**

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Hidalgo County
Total due upon receipt: $4,283.09
Account number: 8260 18 035 0341754
Customer code: 7910
Statement date: Sep 23, 2014

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Visit us online: business.twc.com

Account number
8260 18 035 0341754
Customer code **7910**

Due date	Service period	Amount due
upon receipt	11/03 - 12/02	**$4,847.15**

Service address
Hidalgo County
Account Phone 956-292-7010
3003 E Mile 11 N
Fiber
Weslaco, TX 78596-1052

Previous balance & payments	
Balance last statement	4,283.09
Payments received as of Oct 23, 2014	-557.60
Unpaid balance	3,725.49

Current month	
Monthly services	514.00
Credits and one-time charges	564.31
Surcharges	2.64
Taxes and fees	40.71
Total due upon receipt	**$4,847.15**

1121.66

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OCT 30 2014

Invoice Received By:
Edna Kurlpon 10/30/14
Goods/services Received By:
Edna Kurlpon 11/3-12/02/14
Acct.# 4-1100-415-00-200-002-0
PO# 706095

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PO BOX 460849, SAN ANTONIO, TX 78246-0849
8260 1800 NO RP 23 10242014 NNNNNYYN 01 014150 0053

HIDALGO COUNTY
PO BOX 207
ATTN IT DEPT
EDINBURG, TX 78540-0207

Payment due date
upon receipt

Account number
8260 18 035 0341754

Please write your account number on your check.

Total amount due
$4,847.15

Amount enclosed

TIME WARNER CABLE
PO BOX 60074
CITY OF INDUSTRY CA 91716-0074

8260180350341754048471 58

Hidalgo County
Total due upon receipt: $4,847.15
Account number: 8260 18 035 0341754
Customer code: 7910
Statement date: Oct 23, 2014

TIME WARNER CABLE Business Class®

	Previous balance	
	Balance last statement	4,283.09
	Total previous balance	**$4,283.09**
	Payments	
10/01	Payment - Thank You	-557.60
	Total unpaid balance	**$3,725.49**
	Monthly services	
10/23	Business Class PRI	475.00
	You saved $25.00 by subscribing to this package	
	DID Block 20 Numbers Qty 3 @ $3.00 Each	9.00
	DID Block 100 Numbers Qty 2 @ $15.00 Each	30.00
	LD 3,000 Free Minutes	0.00
	Total monthly services	**$514.00**
	Credits and one-time charges	
09/30	Late Payment Fee	47.73
10/23	Business Class PRI Usage Instate for 956-447-3775	17.79
10/23	Business Class PRI Usage Instate for 956-447-3995	8.92
10/23	Business Class PRI Usage Instate for 956-968-0707	6.95
10/23	Business Class PRI Usage Instate for 956-968-8733	62.10
10/23	Business Class PRI Usage Instate for 956-973-7800	177.67
10/23	Business Class PRI Usage Instate for 956-973-7825	10.72
10/23	Business Class PRI Usage Instate for 956-973-7880	216.13
10/23	Business Class PRI Usage Instate for 956-973-7885	2.68

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10/23	Business Class PRI Usage Instate for 956-973-7911	6.67
10/23	Business Class PRI Usage Instate for 956-973-7914	1.73
10/23	Business Class PRI Usage Out of State for 956-968-0707	0.11
10/23	Business Class PRI Usage Out of State for 956-968-8733	1.04
10/23	Business Class PRI Usage Out of State for 956-973-7800	2.18
10/23	Business Class PRI Usage Out of State for 956-973-7880	1.49
10/23	Business Class PRI Usage Out of State for 956-973-7911	0.38
10/23	Business Class PRI Usage Out of State for 956-973-7914	0.02
	Total credits and one-time charges	**$564.31**
	Surcharges	
	TWC Regulatory Recovery Fee	0.02
	TWC PUC Recovery Fee	1.78
	Federal Universal Service Fund	0.84
	Total surcharges	**$2.64**
	TWC imposes surcharges to recover costs of complying with its governmental obligations. Specifically, TWC chooses to impose the State Cost Recovery Fee to recover the cost of TWC's Texas Margins Tax liability.	
	Taxes and fees	
	Municipal Right Of Way Fee	39.33
	E911 Equalization Surcharge	1.38
	Total taxes and fees	**$40.71**
	Total due upon receipt	**$4,847.15**

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1121.66
1073.93

Hidalgo County
Total due upon receipt: $4,847.15
Account number: 8260 18 035 0341754
Customer code: 7910
Statement date: Oct 23, 2014

TIME WARNER CABLE
Business Class®

Reach us at your convenience

Online
Visit us at business.twc.com/myaccount to chat with agents online, manage your services, access support tools such as FAQs and user guides, and pay your bill when it is convenient for you.

Over the phone
Call us anytime at **1-866-519-1263** to speak with someone live. For the most efficient service, have the phone number associated with your account or your account number available when you call.

Note: original invoice used to process partial Payment.

May 10, 2014

Statement of Service

PO BOX 460849, SAN ANTONIO, TX 78246-0849
8822 4250 ZO RP 10 05112014 NNNNNYNN 01 000006 0001

HIDALGO COUNTY
PO BOX 207
EDINBURG TX 78540-0207

Account no.
8260 18 300 0001497
Hidalgo County
Customer Code 2533
How to reach us...
Online: www.twcbc.com/tx
Phone: 866-519-1263
Hearing Impaired: 711 (TDD Machine Required)
For Time Warner Cable offices near you, visit www.twcbc.com/tx and click Customer Service

PAST DUE - PLEASE PAY

YOUR ACCOUNT IS SCHEDULED FOR DISCONNECTION. IT IS IMPERATIVE THAT YOU CALL 866-5191263 FOR PAYMENT ARRANGEMENTS, OUTSTANDING BALANCES WILL BE SENT TO A 3RD PARTY COLLECTION AGENCY AND THEN PLACED WITH THE CREDIT BUREAU. PLEASE DISREGARD IF PAYMENT HAS BBEN MADE.

Invoice Received By:
Edna Kuhl On 5/30/14
Goods/services Received By:
Edna Kuhl On 5/16-6/15/14
Acct.# 4-1100-415-00-200-002-0 (531) $4822.60
PO# 2016096
4-1100-415-00-200-002-0 (855) $245.40
SM99G025

Late Fee

Summary *See the back for details*
Billed from 05/16/14 - 06/15/14

Previous balance	$22,351.54
Adjustments	-418.23
Unpaid balance	**$22,351.54**
Other Charges	245.40
Sub Account Charges	5,807.15
Upon Receipt	**$27,985.86**

6052.55 Total Bill
<-.44> International
<-98411> Intrastate - Not Approved on PO.
5,068.00 (531) 4822.60
-245.40 (855) +245.40
= 5068.00
Add

Options for paying your bill

Phone: Call 866-519-1263 and authorize payment directly from your bank account or credit card.

Mail: Return payment coupon below with a check in the mail.

At a local payment center: See a list of locations near you at www.twcbc.com/tx

Visit us on the web at www.twcbc.com/tx

TIME WARNER CABLE
Business Class

7/15/14
D1-400486

Account Number:	Service Period	Payment Due Date:	Total Due:
8260183000001497	05/16/14 - 06/15/14	Upon Receipt	$27,985.86

Amount Enclosed
$ 5068.00

HIDALGO COUNTY
PO BOX 207
EDINBURG TX 78540-0207

TIME WARNER CABLE
PO BOX 60074
CITY OF INDUSTRY CA 91716-0074

8260183000001497279858 60

Master Account Summary

Previous Balance	$22,351.54
Adjustments	**-$418.23**
Mar 18 Adj Late Fee 3/17/14	-418.23
Other Charges	**$245.40**
Apr 17 Late Payment Fee	245.40

Sub Account Charges by Group

HIDALGO	$5,325.55
May 04 Hidalgo County 8260180040710087	984.55
May 07 Hidalgo County 8260180040710087	2,175.00
Apr 17 Hidalgo County 8260180040710103	1,126.00
May 08 Hidalgo County 8260180050555703	529.00
May 08 Hidalgo County 8260180350341630	511.00

Sub Account Taxes by Group

HIDALGO	$481.60
May 04 Hidalgo County 8260180040710087	21.99
May 07 Hidalgo County 8260180040710087	197.40
Apr 17 Hidalgo County 8260180040710103	141.87
May 08 Hidalgo County 8260180050555703	61.06
May 08 Hidalgo County 8260180350341630	59.28
Sub Account Charge Total	**$5,807.15**
Total Due	**$27,985.86**

Sub Account Details by Group

HIDALGO

HIDALGO COUNTY
100 N CLOSNER BLVD
PRI
EDINBURG, TX 78539-3523
Account Number: 8260180040710087

Monthly Charges

Date	Description	Amount
May 17 - Jun 16	Business Class Pri Qty 3 @ $475.00 Each	1,425.00
May 17 - Jun 16	Did Block 100 Numbers Qty 9 @ $15.00 Each	135.00
May 17 - Jun 16	Business Class Pri	475.00
May 17 - Jun 16	Ld 10,000 Minutes	140.00
Subtotal		**$2,175.00**

Telephone Usage Charges

Date	Description	Amount
May 04	International	0.07
May 04	International	0.10
May 04	International	0.12
May 04	International	0.15
May 04	IntraState	0.01
May 04	IntraState	0.02
May 04	IntraState	0.02
May 04	IntraState	0.03
May 04	IntraState	0.03
May 04	IntraState	0.04
May 04	IntraState	0.05

PayXpress Online Bill Payment

PayXpress, Time Warner Cable's online billing service, helps you save time, save on postage and save trees with paperless e-bills!
Go to: www.timewarnercable.com

Great Features:

- Go green and enroll in paperless billing
- Enroll in recurring payments for greater convenience
- Choose from numerous payment options (credit card, debit card or electronic funds transfer from your bank account)
- Get a quick summary of your account and be able to access 6 months of statements

Options for paying your bill

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Phone: Call 972-PICK TWC and authorize payment directly from your bank account or credit card via touch-tone telephone.

Mail: Return this payment coupon with a check in the mail.

At a local payment center: See a list of locations at www.timewarnercable.com or call 972-PICK TWC for the location near you.

Note: Nonpayment of any portion of your cable television, high-speed data, and/or Digital Phone service could result in disconnection of any of your Time Warner Cable provided services.

Telephone Usage Charges (cont)

Date	Description	Amount
May 04	IntraState	0.05
May 04	IntraState	0.06
May 04	IntraState	0.06
May 04	IntraState	0.06
May 04	IntraState	0.07
May 04	IntraState	0.12
May 04	IntraState	0.13
May 04	IntraState	0.17
May 04	IntraState	0.19
May 04	IntraState	0.20
May 04	IntraState	0.21
May 04	IntraState	0.23
May 04	IntraState	0.24
May 04	IntraState	0.26
May 04	IntraState	0.26
May 04	IntraState	0.27
May 04	IntraState	0.29
May 04	IntraState	0.29
May 04	IntraState	0.30
May 04	IntraState	0.31
May 04	IntraState	0.32
May 04	IntraState	0.33
May 04	IntraState	0.35
May 04	IntraState	0.36
May 04	IntraState	0.36
May 04	IntraState	0.38
May 04	IntraState	0.38
May 04	IntraState	0.41
May 04	IntraState	0.42
May 04	IntraState	0.43
May 04	IntraState	0.47
May 04	IntraState	0.47
May 04	IntraState	0.50
May 04	IntraState	0.51
May 04	IntraState	0.51
May 04	IntraState	0.52
May 04	IntraState	0.55
May 04	IntraState	0.61
May 04	IntraState	0.61
May 04	IntraState	0.62
May 04	IntraState	0.64
May 04	IntraState	0.67
May 04	IntraState	0.68
May 04	IntraState	0.71
May 04	IntraState	0.75
May 04	IntraState	0.78
May 04	IntraState	0.78
May 04	IntraState	0.80
May 04	IntraState	0.83
May 04	IntraState	0.83
May 04	IntraState	0.84

Telephone Usage Charges (cont)

Date	Description	Amount
May 04	IntraState	0.91
May 04	IntraState	0.92
May 04	IntraState	0.94
May 04	IntraState	0.95
May 04	IntraState	0.96
May 04	IntraState	0.98
May 04	IntraState	1.00
May 04	IntraState	1.03
May 04	IntraState	1.05
May 04	IntraState	1.09
May 04	IntraState	1.11
May 04	IntraState	1.14
May 04	IntraState	1.14
May 04	IntraState	1.15
May 04	IntraState	1.16
May 04	IntraState	1.16
May 04	IntraState	1.17
May 04	IntraState	1.19
May 04	IntraState	1.19
May 04	IntraState	1.19
May 04	IntraState	1.25
May 04	IntraState	1.25
May 04	IntraState	1.27
May 04	IntraState	1.31
May 04	IntraState	1.33
May 04	IntraState	1.41
May 04	IntraState	1.48
May 04	IntraState	1.48
May 04	IntraState	1.50
May 04	IntraState	1.50
May 04	IntraState	1.53
May 04	IntraState	1.58
May 04	IntraState	1.61
May 04	IntraState	1.65
May 04	IntraState	1.65
May 04	IntraState	1.69
May 04	IntraState	1.79
May 04	IntraState	1.84
May 04	IntraState	1.87
May 04	IntraState	1.89
May 04	IntraState	1.89
May 04	IntraState	1.90
May 04	IntraState	2.17
May 04	IntraState	2.20
May 04	IntraState	2.22
May 04	IntraState	2.29
May 04	IntraState	2.30
May 04	IntraState	2.30
May 04	IntraState	2.34
May 04	IntraState	2.40
May 04	IntraState	2.44

Telephone Usage Charges (cont)

Date	Description	Amount
May 04	IntraState	2.51
May 04	IntraState	2.62
May 04	IntraState	2.78
May 04	IntraState	2.83
May 04	IntraState	3.00
May 04	IntraState	3.05
May 04	IntraState	3.08
May 04	IntraState	3.18
May 04	IntraState	3.36
May 04	IntraState	3.38
May 04	IntraState	3.45
May 04	IntraState	3.50
May 04	IntraState	3.64
May 04	IntraState	3.82
May 04	IntraState	3.84
May 04	IntraState	4.34
May 04	IntraState	4.34
May 04	IntraState	5.00
May 04	IntraState	5.27
May 04	IntraState	5.35
May 04	IntraState	6.10
May 04	IntraState	6.76
May 04	IntraState	7.04
May 04	IntraState	7.13
May 04	IntraState	7.25
May 04	IntraState	8.62
May 04	IntraState	9.61
May 04	IntraState	9.99
May 04	IntraState	10.02
May 04	IntraState	11.82
May 04	IntraState	12.19
May 04	IntraState	14.36
May 04	IntraState	18.22
May 04	IntraState	39.19
May 04	IntraState	42.20
May 04	IntraState	100.17
May 04	IntraState	434.47
May 04	InterState	0.01
May 04	InterState	0.01
May 04	InterState	0.01
May 04	InterState	0.01
May 04	InterState	0.01
May 04	InterState	0.01
May 04	InterState	0.02
May 04	InterState	0.02
May 04	InterState	0.02
May 04	InterState	0.03
May 04	InterState	0.04
May 04	InterState	0.05
May 04	InterState	0.05
May 04	InterState	0.05

Telephone Usage Charges (cont)

Date	Description	Amount
May 04	InterState	0.06
May 04	InterState	0.06
May 04	InterState	0.07
May 04	InterState	0.08
May 04	InterState	0.08
May 04	InterState	0.08
May 04	InterState	0.08
May 04	InterState	0.09
May 04	InterState	0.09
May 04	InterState	0.09
May 04	InterState	0.10
May 04	InterState	0.11
May 04	InterState	0.11
May 04	InterState	0.11
May 04	InterState	0.11
May 04	InterState	0.13
May 04	InterState	0.13
May 04	InterState	0.18
May 04	InterState	0.20
May 04	InterState	0.21
May 04	InterState	0.25
May 04	InterState	0.43
May 04	InterState	0.57
May 04	InterState	0.60
May 04	InterState	0.69
May 04	InterState	0.71
May 04	InterState	0.79
May 04	InterState	0.91
May 04	InterState	1.10
May 04	InterState	1.13
May 04	InterState	1.29
May 04	InterState	1.59
May 04	InterState	1.92
May 04	InterState	2.75
May 04	InterState	3.12
May 04	InterState	3.57
May 04	InterState	4.46
May 04	InterState	4.55
May 04	InterState	4.77
May 04	InterState	5.46
May 04	InterState	11.02
May 04	InterState	14.29
Subtotal		**$984.55**

Not Approved on P.O. Need further Explanation

A

Taxes

Date	Description	Amount
May 16 - Jun 15	TWC Regulatory Recovery Fee	1.57
May 16 - Jun 15	TWC State Cost Recovery Fee	6.96
May 16 - Jun 15	TWC PUC Recovery Fee	1.41

Taxes (cont)

Date	Description	Amount
May 16 - Jun 15	Federal Universal Service Fund	11.78
May 16 - Jun 15	TWC Regulatory Recovery Fee	0.27
May 16 - Jun 15	Municipal Right Of Way Fee	107.16
May 16 - Jun 15	TWC Regulatory Recovery Fee	0.86
May 16 - Jun 15	TWC State Cost Recovery Fee	15.34
May 16 - Jun 15	TWC PUC Recovery Fee	3.82
May 16 - Jun 15	Federal Universal Service Fund	6.22
May 16 - Jun 15	TWC Regulatory Recovery Fee	0.16
May 16 - Jun 15	E911 Fee	57.00
May 16 - Jun 15	E911 Equalization Surcharge	6.84
Subtotal		**$219.39**
Total for Account 8260180040710087		**$3,378.94**

HIDALGO COUNTY
100 N CLOSNER BLVD
PRI
EDINBURG, TX 78539-3523
Account Number: 8260180040710103

Monthly Charges

Date	Description	Amount
Apr 27 - May 26	Business Class Pri Qty 2 @ $475.00 Each	950.00
Apr 27 - May 26	Did Block 20 Numbers Qty 2 @ $3.00 Each	6.00
Apr 27 - May 26	Did Block 100 Numbers Qty 2 @ $15.00 Each	30.00
Apr 27 - May 26	Ld 10,000 Minutes	140.00
Subtotal		**$1,126.00**

Taxes

Date	Description	Amount
May 16 - Jun 15	Municipal Right Of Way Fee	98.90
May 16 - Jun 15	TWC Regulatory Recovery Fee	0.86
May 16 - Jun 15	TWC State Cost Recovery Fee	7.95
May 16 - Jun 15	TWC PUC Recovery Fee	2.02
May 16 - Jun 15	Federal Universal Service Fund	6.22
May 16 - Jun 15	TWC Regulatory Recovery Fee	0.16
May 16 - Jun 15	E911 Fee	23.00
May 16 - Jun 15	E911 Equalization Surcharge	2.76
Subtotal		**$141.87**
Total for Account 8260180040710103		**$1,267.87**

HIDALGO COUNTY
300 W HALL ACRES RD
FIBER
PHARR, TX 78577-5485
Account Number: 8260180050555703

Monthly Charges

Date	Description	Amount
May 18 - Jun 17	Business Class Pri	475.00
May 18 - Jun 17	Did Block 20 Numbers Qty 3 @ $3.00 Each	9.00
May 18 - Jun 17	Did Block 100 Numbers Qty 3 @ $15.00 Each	45.00
May 18 - Jun 17	Ld 3,000 Free Minutes	0.00
Subtotal		**$529.00**

Taxes

Date	Description	Amount
May 16 - Jun 15	Municipal Right Of Way Fee	43.47
May 16 - Jun 15	TWC State Cost Recovery Fee	3.72
May 16 - Jun 15	TWC PUC Recovery Fee	0.99
May 16 - Jun 15	E911 Fee	11.50
May 16 - Jun 15	E911 Equalization Surcharge	1.38
Subtotal		**$61.06**
Total for Account 8260180050555703		**$590.06**

HIDALGO COUNTY
724 N BREYFOGLE
PRI
MISSION, TX 78574-8547
Account Number: 8260180350341630

Monthly Charges

Date	Description	Amount
May 18 - Jun 17	Business Class Pri	475.00
May 18 - Jun 17	Did Block 20 Numbers Qty 2 @ $3.00 Each	6.00
May 18 - Jun 17	Did Block 100 Numbers Qty 2 @ $15.00 Each	30.00
May 18 - Jun 17	Ld 3,000 Free Minutes	0.00
Subtotal		**$511.00**

Taxes

Date	Description	Amount
May 16 - Jun 15	Municipal Right Of Way Fee	41.86

Taxes (cont)

Date	Description	Amount
May 16 - Jun 15	TWC State Cost Recovery Fee	3.59
May 16 - Jun 15	TWC PUC Recovery Fee	0.95
May 16 - Jun 15	E911 Fee	11.50
May 16 - Jun 15	E911 Equalization Surcharge	1.38
Subtotal		**$59.28**
Total for Account 8260180350341630		**$570.28**
HIDALGO SUBTOTAL 4 Account(s)		**$5,807.15**
Total for Control Account: HIDALGO		**$5,807.15**
Total Accounts: 4		

PO BOX 460849, SAN ANTONIO, TX 78246-0849
8622 4250 ZO RP 10 06112014 NNNNNYNN 01 000007 0001

HIDALGO COUNTY
PO BOX 207
EDINBURG TX 78540-0207

June 10, 2014

Statement of Service

Account no.
8260 18 300 0001497
Hidalgo County

Customer Code 2533

How to reach us...
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Phone: 866-519-1263
Hearing Impaired: 711 (TDD Machine Required)
For Time Warner Cable offices near you, visit www.twcbc.com/tx and click Customer Service

PAST DUE - PLEASE PAY

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News From Time Warner

Starting next month, Regulatory Recovery Fee will increase by 1.11% of your applicable phone charges. Time Warner Cable collects this fee to recover some of the cost of local network facilities used to serve our customers.

Summary *See the back for details*

Billed from 06/16/14 - 07/15/14

Previous balance	$27,985.86
Payments received CK 01-397255	-5,572.62
Unpaid balance	**$22,413.24**
Other Charges	245.41
Sub Account Charges	-858.37
Upon Receipt	**$21,800.28**

Invoice Received By:
Edna Kirby On 6/23/14
Goods/services Received By:
Edna Kirby On 6/16-7/15/14
Acct.# 4-1160-415-00-200-002-0-531
PO# 706096

SM99C025

Options for paying your bill

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Mail: Return payment coupon below with a check in the mail.

At a local payment center: See a list of locations near you at www.twcbc.com/tx

Visit us on the web at www.twcbc.com/tx

TIME WARNER CABLE
Business Class

Account Number:	Service Period	Payment Due Date:	Total Due:
8260183000001497	06/16/14 - 07/15/14	Upon Receipt	$21,800.28

Amount Enclosed
$_____

HIDALGO COUNTY
PO BOX 207
EDINBURG TX 78540-0207

TIME WARNER CABLE
PO BOX 60074
CITY OF INDUSTRY CA 91716-0074

826018300000149721800289

Master Account Summary

	Previous Balance	$27,985.86
May 13	Payment - Thank You	-5,572.62
Other Charges		**$245.41**
May 17	Late Payment Fee	245.41

Sub Account Charges by Group

HIDALGO		-$1,286.77
May 21	Hidalgo County 8260180040710087	-1,722.00
Jun 04	Hidalgo County 8260180040710087	1,065.12
Jun 07	Hidalgo County 8260180040710087	2,175.00
May 17	Hidalgo County 8260180040710103	1,126.00
May 30	Hidalgo County 8260180040710103	-2,589.80
May 21	Hidalgo County 8260180050555703	-1,216.70
Jun 05	Hidalgo County 8260180050555703	10.68
Jun 08	Hidalgo County 8260180050555703	529.00
May 21	Hidalgo County 8260180350341630	-1,175.07
Jun 08	Hidalgo County 8260180350341630	511.00

Sub Account Taxes by Group

HIDALGO		$428.40
May 21	Hidalgo County 8260180040710087	-14.95
Jun 04	Hidalgo County 8260180040710087	26.15
Jun 07	Hidalgo County 8260180040710087	197.40
May 17	Hidalgo County 8260180040710103	141.87
May 30	Hidalgo County 8260180040710103	-22.49
May 21	Hidalgo County 8260180050555703	-10.57
Jun 05	Hidalgo County 8260180050555703	0.86
Jun 08	Hidalgo County 8260180050555703	61.06

HIDALGO (cont)

May 21	Hidalgo County 8260180350341630	-10.21
Jun 08	Hidalgo County 8260180350341630	59.28
Sub Account Charge Total		**-$858.37**
Total Due		**$21,800.28**

Sub Account Details by Group

HIDALGO

HIDALGO COUNTY
100 N CLOSNER BLVD
PRI
EDINBURG, TX 78539-3523
Account Number: 8260180040710087

Monthly Charges

Date	Description	Amount
Jun 17 - Jul 16	Business Class Pri Qty 3 @ $475.00 Each	1,425.00
Jun 17 - Jul 16	Did Block 100 Numbers Qty 9 @ $15.00 Each	135.00
Jun 17 - Jul 16	Business Class Pri	475.00
Jun 17 - Jul 16	Ld 10,000 Minutes	140.00
Subtotal		**$2,175.00**

Telephone Usage Charges

Date	Description	Amount
Jun 04	International	0.03

PayXpress Online Bill Payment

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- Enroll in recurring payments for greater convenience
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Note: Nonpayment of any portion of your cable television, high-speed data, and/or Digital Phone service could result in disconnection of any of your Time Warner Cable provided services.

8622 4250 ZO RP 10 06112014 NNNNNYNN 01 000007 0001

9/9/14
Disputed | Credits

Telephone Usage Charges (cont)

Date	Description	Amount
Jun 04	International	0.05
Jun 04	International	0.15
Jun 04	International	0.99
Jun 04	IntraState	0.01
Jun 04	IntraState	0.01
Jun 04	IntraState	0.03
Jun 04	IntraState	0.03
Jun 04	IntraState	0.04
Jun 04	IntraState	0.04
Jun 04	IntraState	0.05
Jun 04	IntraState	0.06
Jun 04	IntraState	0.07
Jun 04	IntraState	0.08
Jun 04	IntraState	0.12
Jun 04	IntraState	0.13
Jun 04	IntraState	0.15
Jun 04	IntraState	0.17
Jun 04	IntraState	0.19
Jun 04	IntraState	0.20
Jun 04	IntraState	0.28
Jun 04	IntraState	0.28
Jun 04	IntraState	0.30
Jun 04	IntraState	0.30
Jun 04	IntraState	0.33
Jun 04	IntraState	0.33
Jun 04	IntraState	0.34
Jun 04	IntraState	0.34
Jun 04	IntraState	0.35
Jun 04	IntraState	0.35
Jun 04	IntraState	0.40
Jun 04	IntraState	0.40
Jun 04	IntraState	0.40
Jun 04	IntraState	0.42
Jun 04	IntraState	0.44
Jun 04	IntraState	0.47
Jun 04	IntraState	0.47
Jun 04	IntraState	0.48
Jun 04	IntraState	0.48
Jun 04	IntraState	0.50
Jun 04	IntraState	0.53
Jun 04	IntraState	0.55
Jun 04	IntraState	0.55
Jun 04	IntraState	0.56
Jun 04	IntraState	0.56
Jun 04	IntraState	0.57
Jun 04	IntraState	0.59
Jun 04	IntraState	0.59
Jun 04	IntraState	0.60
Jun 04	IntraState	0.63
Jun 04	IntraState	0.63
Jun 04	IntraState	0.65

Telephone Usage Charges (cont)

Date	Description	Amount
Jun 04	IntraState	0.65
Jun 04	IntraState	0.66
Jun 04	IntraState	0.66
Jun 04	IntraState	0.68
Jun 04	IntraState	0.74
Jun 04	IntraState	0.77
Jun 04	IntraState	0.78
Jun 04	IntraState	0.78
Jun 04	IntraState	0.82
Jun 04	IntraState	0.83
Jun 04	IntraState	0.89
Jun 04	IntraState	0.93
Jun 04	IntraState	0.97
Jun 04	IntraState	0.98
Jun 04	IntraState	0.99
Jun 04	IntraState	1.01
Jun 04	IntraState	1.01
Jun 04	IntraState	1.08
Jun 04	IntraState	1.12
Jun 04	IntraState	1.15
Jun 04	IntraState	1.15
Jun 04	IntraState	1.23
Jun 04	IntraState	1.27
Jun 04	IntraState	1.28
Jun 04	IntraState	1.28
Jun 04	IntraState	1.30
Jun 04	IntraState	1.33
Jun 04	IntraState	1.33
Jun 04	IntraState	1.39
Jun 04	IntraState	1.40
Jun 04	IntraState	1.41
Jun 04	IntraState	1.47
Jun 04	IntraState	1.49
Jun 04	IntraState	1.59
Jun 04	IntraState	1.62
Jun 04	IntraState	1.64
Jun 04	IntraState	1.70
Jun 04	IntraState	1.71
Jun 04	IntraState	1.76
Jun 04	IntraState	1.77
Jun 04	IntraState	1.85
Jun 04	IntraState	1.85
Jun 04	IntraState	1.87
Jun 04	IntraState	1.87
Jun 04	IntraState	1.88
Jun 04	IntraState	1.92
Jun 04	IntraState	1.93
Jun 04	IntraState	2.06
Jun 04	IntraState	2.06
Jun 04	IntraState	2.13
Jun 04	IntraState	2.16

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Telephone Usage Charges (cont)

Date	Description	Amount
Jun 04	IntraState	2.18
Jun 04	IntraState	2.18
Jun 04	IntraState	2.33
Jun 04	IntraState	2.34
Jun 04	IntraState	2.44
Jun 04	IntraState	2.48
Jun 04	IntraState	2.48
Jun 04	IntraState	2.51
Jun 04	IntraState	2.53
Jun 04	IntraState	2.73
Jun 04	IntraState	2.88
Jun 04	IntraState	2.88
Jun 04	IntraState	2.99
Jun 04	IntraState	3.01
Jun 04	IntraState	3.10
Jun 04	IntraState	3.10
Jun 04	IntraState	3.30
Jun 04	IntraState	3.37
Jun 04	IntraState	3.46
Jun 04	IntraState	3.51
Jun 04	IntraState	3.89
Jun 04	IntraState	3.90
Jun 04	IntraState	4.26
Jun 04	IntraState	4.79
Jun 04	IntraState	4.81
Jun 04	IntraState	4.88
Jun 04	IntraState	6.18
Jun 04	IntraState	7.16
Jun 04	IntraState	7.27
Jun 04	IntraState	8.02
Jun 04	IntraState	8.22
Jun 04	IntraState	8.50
Jun 04	IntraState	11.30
Jun 04	IntraState	12.03
Jun 04	IntraState	15.28
Jun 04	IntraState	17.56
Jun 04	IntraState	17.91
Jun 04	IntraState	19.90
Jun 04	IntraState	24.42
Jun 04	IntraState	37.23
Jun 04	IntraState	43.91
Jun 04	IntraState	111.92
Jun 04	IntraState	454.91
Jun 04	InterState	0.01
Jun 04	InterState	0.01
Jun 04	InterState	0.01
Jun 04	InterState	0.03
Jun 04	InterState	0.03
Jun 04	InterState	0.03
Jun 04	InterState	0.03
Jun 04	InterState	0.04

Telephone Usage Charges (cont)

Date	Description	Amount
Jun 04	InterState	0.04
Jun 04	InterState	0.04
Jun 04	InterState	0.04
Jun 04	InterState	0.05
Jun 04	InterState	0.05
Jun 04	InterState	0.06
Jun 04	InterState	0.06
Jun 04	InterState	0.07
Jun 04	InterState	0.07
Jun 04	InterState	0.07
Jun 04	InterState	0.07
Jun 04	InterState	0.07
Jun 04	InterState	0.07
Jun 04	InterState	0.09
Jun 04	InterState	0.09
Jun 04	InterState	0.10
Jun 04	InterState	0.10
Jun 04	InterState	0.11
Jun 04	InterState	0.13
Jun 04	InterState	0.15
Jun 04	InterState	0.15
Jun 04	InterState	0.15
Jun 04	InterState	0.16
Jun 04	InterState	0.18
Jun 04	InterState	0.18
Jun 04	InterState	0.20
Jun 04	InterState	0.21
Jun 04	InterState	0.22
Jun 04	InterState	0.25
Jun 04	InterState	0.26
Jun 04	InterState	0.33
Jun 04	InterState	0.35
Jun 04	InterState	0.36
Jun 04	InterState	0.37
Jun 04	InterState	0.43
Jun 04	InterState	0.43
Jun 04	InterState	0.64
Jun 04	InterState	0.81
Jun 04	InterState	0.83
Jun 04	InterState	0.94
Jun 04	InterState	0.96
Jun 04	InterState	1.05
Jun 04	InterState	1.33
Jun 04	InterState	1.68
Jun 04	InterState	2.27
Jun 04	InterState	4.62
Jun 04	InterState	6.33
Jun 04	InterState	7.87
Jun 04	InterState	8.34
Jun 04	InterState	9.68
Jun 04	InterState	9.72

Telephone Usage Charges (cont)

Date	Description	Amount
Jun 04	InterState	11.06
Jun 04	InterState	11.52
Subtotal		**$1,065.12**

Taxes

Date	Description	Amount
Jun 16 - Jul 15	TWC Regulatory Recovery Fee	1.99
Jun 16 - Jul 15	TWC State Cost Recovery Fee	7.43
Jun 16 - Jul 15	TWC PUC Recovery Fee	1.49
Jun 16 - Jul 15	Federal Universal Service Fund	14.90
Jun 16 - Jul 15	TWC Regulatory Recovery Fee	0.34
Jun 16 - Jul 15	Municipal Right Of Way Fee	107.16
Jun 16 - Jul 15	TWC Regulatory Recovery Fee	0.86
Jun 16 - Jul 15	TWC State Cost Recovery Fee	15.34
Jun 16 - Jul 15	TWC PUC Recovery Fee	3.82
Jun 16 - Jul 15	Federal Universal Service Fund	6.22
Jun 16 - Jul 15	TWC Regulatory Recovery Fee	0.16
Jun 16 - Jul 15	E911 Fee	57.00
Jun 16 - Jul 15	E911 Equalization Surcharge	6.84
Jun 16 - Jul 15	TWC State Cost Recovery Fee	-12.05
Jun 16 - Jul 15	TWC PUC Recovery Fee	-2.90
Subtotal		**$208.60**

Adjustments

Date	Description	Amount
May 20	Billing Correction - Adjustment	-1,722.00
Subtotal		**-$1,722.00**
Total for Account 8260180040710087		**$1,726.72**

HIDALGO COUNTY
100 N CLOSNER BLVD
PRI
EDINBURG, TX 78539-3523
Account Number: 8260180040710103

Monthly Charges

Date	Description	Amount
May 27 - Jun 26	Business Class Pri Qty 2 @ $475.00 Each	950.00
May 27 - Jun 26	Did Block 20 Numbers Qty 2 @ $3.00 Each	6.00
May 27 - Jun 26	Did Block 100 Numbers Qty 2 @ $15.00 Each	30.00
May 27 - Jun 26	Ld 10,000 Minutes	140.00

Monthly Charges (cont)

Date	Description	Amount
Subtotal		**$1,126.00**

Taxes

Date	Description	Amount
Jun 16 - Jul 15	Municipal Right Of Way Fee	98.90
Jun 16 - Jul 15	TWC Regulatory Recovery Fee	0.86
Jun 16 - Jul 15	TWC State Cost Recovery Fee	7.95
Jun 16 - Jul 15	TWC PUC Recovery Fee	2.02
Jun 16 - Jul 15	Federal Universal Service Fund	6.22
Jun 16 - Jul 15	TWC Regulatory Recovery Fee	0.16
Jun 16 - Jul 15	E911 Fee	23.00
Jun 16 - Jul 15	E911 Equalization Surcharge	2.76
Jun 16 - Jul 15	TWC State Cost Recovery Fee	-18.13
Jun 16 - Jul 15	TWC PUC Recovery Fee	-4.36
Subtotal		**$119.38**

Adjustments

Date	Description	Amount
May 29	Credit 07/03/13-09/12/13 - Adjustment	-2,589.80
Subtotal		**-$2,589.80**
Total for Account 8260180040710103		**-$1,344.42**

HIDALGO COUNTY
300 W HALL ACRES RD
FIBER
PHARR, TX 78577-5485
Account Number: 8260180050555703

Monthly Charges

Date	Description	Amount
Jun 18 - Jul 17	Business Class Pri	475.00
Jun 18 - Jul 17	Did Block 20 Numbers Qty 3 @ $3.00 Each	9.00
Jun 18 - Jul 17	Did Block 100 Numbers Qty 3 @ $15.00 Each	45.00
Jun 18 - Jul 17	Ld 3,000 Free Minutes	0.00
Subtotal		**$529.00**

Telephone Usage Charges

Date	Description	Amount
Jun 05	IntraState	0.03
Jun 05	IntraState	0.05

Telephone Usage Charges (cont)

Date	Description	Amount
Jun 05	IntraState	0.07
Jun 05	IntraState	0.10
Jun 05	IntraState	0.14
Jun 05	IntraState	0.24
Jun 05	IntraState	0.32
Jun 05	IntraState	0.50
Jun 05	IntraState	0.85
Jun 05	IntraState	4.47
Jun 05	InterState	0.01
Jun 05	InterState	0.33
Jun 05	InterState	3.57
Subtotal		**$10.68**

Taxes

Date	Description	Amount
Jun 16 - Jul 15	TWC Regulatory Recovery Fee	0.09
Jun 16 - Jul 15	TWC State Cost Recovery Fee	0.07
Jun 16 - Jul 15	TWC PUC Recovery Fee	0.01
Jun 16 - Jul 15	Federal Universal Service Fund	0.67
Jun 16 - Jul 15	TWC Regulatory Recovery Fee	0.02
Jun 16 - Jul 15	TWC State Cost Recovery Fee	-8.52
Jun 16 - Jul 15	TWC PUC Recovery Fee	-2.05
Jun 16 - Jul 15	Municipal Right Of Way Fee	43.47
Jun 16 - Jul 15	TWC State Cost Recovery Fee	3.72
Jun 16 - Jul 15	TWC PUC Recovery Fee	0.99
Jun 16 - Jul 15	E911 Fee	11.50
Jun 16 - Jul 15	E911 Equalization Surcharge	1.38
Subtotal		**$51.35**

Adjustments

Date	Description	Amount
May 20	Billing Correction - Adjustment	-1,216.70
Subtotal		**-$1,216.70**
Total for Account 8260180050555703		**-$625.67**

HIDALGO COUNTY
724 N BREYFOGLE
PRI
MISSION, TX 78574-8547
Account Number: 8260180350341630

Monthly Charges

Date	Description	Amount
Jun 18 - Jul 17	Business Class Pri	475.00

Monthly Charges (cont)

Date	Description	Amount
Jun 18 - Jul 17	Did Block 20 Numbers Qty 2 @ $3.00 Each	6.00
Jun 18 - Jul 17	Did Block 100 Numbers Qty 2 @ $15.00 Each	30.00
Jun 18 - Jul 17	Ld 3,000 Free Minutes	0.00
Subtotal		**$511.00**

Taxes

Date	Description	Amount
Jun 16 - Jul 15	TWC State Cost Recovery Fee	-8.23
Jun 16 - Jul 15	TWC PUC Recovery Fee	-1.98
Jun 16 - Jul 15	Municipal Right Of Way Fee	41.86
Jun 16 - Jul 15	TWC State Cost Recovery Fee	3.59
Jun 16 - Jul 15	TWC PUC Recovery Fee	0.95
Jun 16 - Jul 15	E911 Fee	11.50
Jun 16 - Jul 15	E911 Equalization Surcharge	1.38
Subtotal		**$49.07**

Adjustments

Date	Description	Amount
May 20	Billing Correction - Adjustment	-1,175.07
Subtotal		**-$1,175.07**
Total for Account 8260180350341630		**-$615.00**
HIDALGO SUBTOTAL 4 Account(s)		**-$858.37**
Total for Control Account: HIDALGO **Total Accounts: 4**		**-$858.37**

TIME WARNER CABLE
Business Class®

PO BOX 460849, SAN ANTONIO, TX 78246-0849
8622 4250 NO RP 10 07112014 NNNNNYNN 01 000006 0001

HIDALGO COUNTY
PO BOX 207
EDINBURG TX 78540-0207

July 10, 2014

Statement of Service

Account no.
8260 18 300 0001497
Hidalgo County

Customer Code 2533

How to reach us...
Online: www.twcbc.com/tx
Phone: 866-519-1263
Hearing Impaired: 711 (TDD Machine Required)
For Time Warner Cable offices near you, visit www.twcbc.com/tx and click Customer Service

PAST DUE - PLEASE PAY

YOUR ACCOUNT IS SCHEDULED FOR DISCONNECTION. IT IS IMPERATIVE THAT YOU CALL 866-5191263 FOR PAYMENT ARRANGEMENTS, OUTSTANDING BALANCES WILL BE SENT TO A 3RD PARTY COLLECTION AGENCY AND THEN PLACED WITH THE CREDIT BUREAU. PLEASE DISREGARD IF PAYMENT HAS BBEN MADE.

News from Time Warner Cable Business Class

Starting next month, you will be assessed $37.50 per PRI for a Federal Subscriber Line Charge, and Regulatory Recovery Fee will increase by 1.11% of your applicable phone charges. The Federal Subscriber Line Charge is an FCC-regulated fee allowing local phone providers to recover some of the cost of local network facilities used to serve our customers.

Summary *See the back for details*

Billed from 07/16/14 - 08/15/14

Previous balance	$21,800.28
Adjustments	-490.81
Unpaid balance	**$21,800.28**
Other Charges	231.09
Sub Account Charges	5,985.58
Upon Receipt	**$27,526.14**

Invoice Received By:
Edna Ruiz On 7/30/14
Goods/services Received By:
Edna Ruiz On 7/16/14 - 8/15/14
Acct.# 4-1100-415-00-200-002-0-53
PO# 706096

DELIVERED AUG 05 2014

Visit us on the web at business.twc.com

TIME WARNER CABLE
Business Class®

Account Number:	Service Period	Payment Due Date:	Total Due:
8260183000001497	07/16/14 - 08/15/14	Upon Receipt	$27,526.14

Amount Enclosed
$_____

HIDALGO COUNTY
PO BOX 207
EDINBURG TX 78540-0207

TIME WARNER CABLE
PO BOX 60074
CITY OF INDUSTRY CA 91716-0074

8260183000001497527526144

8622 4250 NO RP 10 07112014 NNNNNYNN 01 000006 0001

Master Account Summary

Previous Balance	$21,800.28
Adjustments	**-$490.81**
May 17 Adj Late Fee 5/17	-245.41
Apr 17 Adj Late Fee 4/17/14	-245.40
Other Charges	**$231.09**
Jun 17 Late Payment Fee	231.09

Sub Account Charges by Group

HIDALGO		$5,496.68
Jul 04	Hidalgo County 8260180040710087	1,133.27
Jul 07	Hidalgo County 8260180040710087	2,175.00
Jun 17	Hidalgo County 8260180040710103	1,126.00
Jul 05	Hidalgo County 8260180050555703	22.41
Jul 08	Hidalgo County 8260180050555703	529.00
Jul 08	Hidalgo County 8260180350341630	511.00

Sub Account Taxes by Group

HIDALGO		$488.90
Jul 04	Hidalgo County 8260180040710087	27.16
Jul 07	Hidalgo County 8260180040710087	198.19
Jun 17	Hidalgo County 8260180040710103	141.87
Jul 05	Hidalgo County 8260180050555703	0.42
Jul 08	Hidalgo County 8260180050555703	61.52
Jul 08	Hidalgo County 8260180350341630	59.74
Sub Account Charge Total		$5,985.58
Total Due		$27,526.14

Sub Account Details by Group

HIDALGO

HIDALGO COUNTY
100 N CLOSNER BLVD
PRI
EDINBURG, TX 78539-3523
Account Number: 8260180040710087

Monthly Charges

Date	Description	Amount
Jul 17 - Aug 16	Business Class Pri Qty 3 @ $475.00 Each	1,425.00
Jul 17 - Aug 16	Did Block 100 Numbers Qty 9 @ $15.00 Each	135.00
Jul 17 - Aug 16	Business Class Pri	475.00
Jul 17 - Aug 16	Ld 10,000 Minutes	140.00
Subtotal		$2,175.00

Telephone Usage Charges

Date	Description	Amount
Jul 04	International	0.01
Jul 04	International	0.02
Jul 04	International	0.05
Jul 04	International	0.15
Jul 04	International	0.19
Jul 04	International	0.20
Jul 04	International	0.38
Jul 04	IntraState	0.02
Jul 04	IntraState	0.07

9/9/14 Disputed + credited 91.00

PayXpress Online Bill Payment

PayXpress, Time Warner Cable's online billing service, helps you save time, save on postage and save trees with paperless e-bills!
Go to: www.timewarnercable.com

Great Features:

- Go green and enroll in paperless billing
- Enroll in recurring payments for greater convenience
- Choose from numerous payment options (credit card, debit card or electronic funds transfer from your bank account)
- Get a quick summary of your account and be able to access 6 months of statements

sc590076

Options for paying your bill

Online: www.timewarnercable.com - Set up PayXpress and electronic billing here!

Phone: Call 972-PICK TWC and authorize payment directly from your bank account or credit card via touch-tone telephone.

Mail: Return this payment coupon with a check in the mail.

At a local payment center: See a list of locations at www.timewarnercable.com or call 972-PICK TWC for the location near you.

Note: Nonpayment of any portion of your cable television, high-speed data, and/or Digital Phone service could result in disconnection of any of your Time Warner Cable provided services.

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Telephone Usage Charges (cont)

Date	Description	Amount
Jul 04	IntraState	0.07
Jul 04	IntraState	0.08
Jul 04	IntraState	0.09
Jul 04	IntraState	0.09
Jul 04	IntraState	0.11
Jul 04	IntraState	0.13
Jul 04	IntraState	0.13
Jul 04	IntraState	0.17
Jul 04	IntraState	0.17
Jul 04	IntraState	0.18
Jul 04	IntraState	0.20
Jul 04	IntraState	0.23
Jul 04	IntraState	0.25
Jul 04	IntraState	0.28
Jul 04	IntraState	0.29
Jul 04	IntraState	0.33
Jul 04	IntraState	0.33
Jul 04	IntraState	0.33
Jul 04	IntraState	0.36
Jul 04	IntraState	0.36
Jul 04	IntraState	0.36
Jul 04	IntraState	0.37
Jul 04	IntraState	0.37
Jul 04	IntraState	0.37
Jul 04	IntraState	0.38
Jul 04	IntraState	0.38
Jul 04	IntraState	0.41
Jul 04	IntraState	0.42
Jul 04	IntraState	0.42
Jul 04	IntraState	0.43
Jul 04	IntraState	0.46
Jul 04	IntraState	0.46
Jul 04	IntraState	0.47
Jul 04	IntraState	0.48
Jul 04	IntraState	0.51
Jul 04	IntraState	0.52
Jul 04	IntraState	0.53
Jul 04	IntraState	0.56
Jul 04	IntraState	0.64
Jul 04	IntraState	0.66
Jul 04	IntraState	0.68
Jul 04	IntraState	0.71
Jul 04	IntraState	0.71
Jul 04	IntraState	0.73
Jul 04	IntraState	0.75
Jul 04	IntraState	0.75
Jul 04	IntraState	0.75
Jul 04	IntraState	0.75
Jul 04	IntraState	0.77
Jul 04	IntraState	0.77
Jul 04	IntraState	0.80

Telephone Usage Charges (cont)

Date	Description	Amount
Jul 04	IntraState	0.81
Jul 04	IntraState	0.82
Jul 04	IntraState	0.86
Jul 04	IntraState	0.87
Jul 04	IntraState	0.87
Jul 04	IntraState	0.87
Jul 04	IntraState	0.88
Jul 04	IntraState	0.89
Jul 04	IntraState	0.91
Jul 04	IntraState	1.02
Jul 04	IntraState	1.04
Jul 04	IntraState	1.05
Jul 04	IntraState	1.06
Jul 04	IntraState	1.06
Jul 04	IntraState	1.07
Jul 04	IntraState	1.11
Jul 04	IntraState	1.12
Jul 04	IntraState	1.15
Jul 04	IntraState	1.15
Jul 04	IntraState	1.19
Jul 04	IntraState	1.29
Jul 04	IntraState	1.30
Jul 04	IntraState	1.31
Jul 04	IntraState	1.32
Jul 04	IntraState	1.34
Jul 04	IntraState	1.41
Jul 04	IntraState	1.50
Jul 04	IntraState	1.52
Jul 04	IntraState	1.53
Jul 04	IntraState	1.57
Jul 04	IntraState	1.58
Jul 04	IntraState	1.60
Jul 04	IntraState	1.62
Jul 04	IntraState	1.65
Jul 04	IntraState	1.69
Jul 04	IntraState	1.69
Jul 04	IntraState	1.72
Jul 04	IntraState	1.73
Jul 04	IntraState	1.84
Jul 04	IntraState	1.88
Jul 04	IntraState	1.94
Jul 04	IntraState	2.03
Jul 04	IntraState	2.05
Jul 04	IntraState	2.08
Jul 04	IntraState	2.08
Jul 04	IntraState	2.15
Jul 04	IntraState	2.22
Jul 04	IntraState	2.38
Jul 04	IntraState	2.41
Jul 04	IntraState	2.46
Jul 04	IntraState	2.53

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Telephone Usage Charges (cont)

Date	Description	Amount
Jul 04	IntraState	2.64
Jul 04	IntraState	2.72
Jul 04	IntraState	2.73
Jul 04	IntraState	2.84
Jul 04	IntraState	2.92
Jul 04	IntraState	2.95
Jul 04	IntraState	2.97
Jul 04	IntraState	3.10
Jul 04	IntraState	3.22
Jul 04	IntraState	3.23
Jul 04	IntraState	3.94
Jul 04	IntraState	4.07
Jul 04	IntraState	4.12
Jul 04	IntraState	4.17
Jul 04	IntraState	4.30
Jul 04	IntraState	4.75
Jul 04	IntraState	5.03
Jul 04	IntraState	5.53
Jul 04	IntraState	5.71
Jul 04	IntraState	5.92
Jul 04	IntraState	5.97
Jul 04	IntraState	6.31
Jul 04	IntraState	6.88
Jul 04	IntraState	6.93
Jul 04	IntraState	7.71
Jul 04	IntraState	7.80
Jul 04	IntraState	7.86
Jul 04	IntraState	8.11
Jul 04	IntraState	11.51
Jul 04	IntraState	12.48
Jul 04	IntraState	13.38
Jul 04	IntraState	13.97
Jul 04	IntraState	16.15
Jul 04	IntraState	19.00
Jul 04	IntraState	19.61
Jul 04	IntraState	23.29
Jul 04	IntraState	34.88
Jul 04	IntraState	42.00
Jul 04	IntraState	121.19
Jul 04	IntraState	480.61
Jul 04	InterState	0.01
Jul 04	InterState	0.01
Jul 04	InterState	0.02
Jul 04	InterState	0.03
Jul 04	InterState	0.03
Jul 04	InterState	0.03
Jul 04	InterState	0.04
Jul 04	InterState	0.05
Jul 04	InterState	0.05
Jul 04	InterState	0.06
Jul 04	InterState	0.06

Telephone Usage Charges (cont)

Date	Description	Amount
Jul 04	InterState	0.06
Jul 04	InterState	0.06
Jul 04	InterState	0.08
Jul 04	InterState	0.08
Jul 04	InterState	0.09
Jul 04	InterState	0.09
Jul 04	InterState	0.11
Jul 04	InterState	0.11
Jul 04	InterState	0.12
Jul 04	InterState	0.12
Jul 04	InterState	0.16
Jul 04	InterState	0.17
Jul 04	InterState	0.18
Jul 04	InterState	0.18
Jul 04	InterState	0.18
Jul 04	InterState	0.19
Jul 04	InterState	0.19
Jul 04	InterState	0.21
Jul 04	InterState	0.21
Jul 04	InterState	0.21
Jul 04	InterState	0.21
Jul 04	InterState	0.21
Jul 04	InterState	0.22
Jul 04	InterState	0.22
Jul 04	InterState	0.24
Jul 04	InterState	0.30
Jul 04	InterState	0.40
Jul 04	InterState	0.42
Jul 04	InterState	0.42
Jul 04	InterState	0.44
Jul 04	InterState	0.55
Jul 04	InterState	0.71
Jul 04	InterState	0.83
Jul 04	InterState	1.26
Jul 04	InterState	1.51
Jul 04	InterState	1.57
Jul 04	InterState	3.49
Jul 04	InterState	3.98
Jul 04	InterState	4.28
Jul 04	InterState	5.09
Jul 04	InterState	5.94
Jul 04	InterState	8.05
Jul 04	InterState	10.88
Jul 04	InterState	11.76
Jul 04	InterState	26.74
Subtotal		$1,132.27 $1,133.27

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Taxes

Date	Description	Amount
Jul 16 - Aug 15	TWC Regulatory Recovery Fee	2.13
Jul 16 - Aug 15	TWC State Cost Recovery Fee	7.95
Jul 16 - Aug 15	TWC PUC Recovery Fee	1.56
Jul 16 - Aug 15	Federal Universal Service Fund	15.12
Jul 16 - Aug 15	TWC Regulatory Recovery Fee	0.40
Jul 16 - Aug 15	Municipal Right Of Way Fee	108.30
Jul 16 - Aug 15	TWC Regulatory Recovery Fee	0.85
Jul 16 - Aug 15	TWC State Cost Recovery Fee	15.34
Jul 16 - Aug 15	TWC PUC Recovery Fee	3.82
Jul 16 - Aug 15	Federal Universal Service Fund	5.88
Jul 16 - Aug 15	TWC Regulatory Recovery Fee	0.16
Jul 16 - Aug 15	E911 Fee	57.00
Jul 16 - Aug 15	E911 Equalization Surcharge	6.84
Subtotal		$225.35
Total for Account 8260180040710087		$3,533.62

HIDALGO COUNTY
100 N CLOSNER BLVD
PRI
EDINBURG, TX 78539-3523
Account Number: 8260180040710103

Monthly Charges

Date	Description	Amount
Jun 27 - Jul 26	Business Class Pri Qty 2 @ $475.00 Each	950.00
Jun 27 - Jul 26	Did Block 20 Numbers Qty 2 @ $3.00 Each	6.00
Jun 27 - Jul 26	Did Block 100 Numbers Qty 2 @ $15.00 Each	30.00
Jun 27 - Jul 26	Ld 10,000 Minutes	140.00
Subtotal		$1,126.00

Taxes

Date	Description	Amount
Jul 16 - Aug 15	Municipal Right Of Way Fee	98.90
Jul 16 - Aug 15	TWC Regulatory Recovery Fee	0.86
Jul 16 - Aug 15	TWC State Cost Recovery Fee	7.95
Jul 16 - Aug 15	TWC PUC Recovery Fee	2.02
Jul 16 - Aug 15	Federal Universal Service Fund	6.22
Jul 16 - Aug 15	TWC Regulatory Recovery Fee	0.16
Jul 16 - Aug 15	E911 Fee	23.00
Jul 16 - Aug 15	E911 Equalization Surcharge	2.76
Subtotal		$141.87

Taxes (cont)

Date	Description	Amount
Total for Account 8260180040710103		$1,267.87

HIDALGO COUNTY
300 W HALL ACRES RD
FIBER
PHARR, TX 78577-5485
Account Number: 8260180050555703

Monthly Charges

Date	Description	Amount
Jul 18 - Aug 17	Business Class Pri	475.00
Jul 18 - Aug 17	Did Block 20 Numbers Qty 3 @ $3.00 Each	9.00
Jul 18 - Aug 17	Did Block 100 Numbers Qty 3 @ $15.00 Each	45.00
Jul 18 - Aug 17	Ld 3,000 Free Minutes	0.00
Subtotal		$529.00

Telephone Usage Charges

Date	Description	Amount
Jul 05	IntraState	0.01
Jul 05	IntraState	0.08
Jul 05	IntraState	0.44
Jul 05	IntraState	0.51
Jul 05	IntraState	0.77
Jul 05	IntraState	1.01
Jul 05	IntraState	1.24
Jul 05	IntraState	1.42
Jul 05	IntraState	1.82
Jul 05	IntraState	2.19
Jul 05	IntraState	5.29
Jul 05	IntraState	6.45
Jul 05	InterState	0.01
Jul 05	InterState	0.09
Jul 05	InterState	0.11
Jul 05	InterState	0.22
Jul 05	InterState	0.32
Jul 05	InterState	0.43
Subtotal		$22.41

$ -22.41

Taxes

Date	Description	Amount
Jul 16 - Aug 15	TWC Regulatory Recovery Fee	0.02
Jul 16 - Aug 15	TWC Regulatory Recovery Fee	0.03

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6622 4250 NO RP 10 07112014 NNNNNYNN 01 000006 0001

Taxes (cont)

Date	Description	Amount
Jul 16 - Aug 15	TWC State Cost Recovery Fee	0.16
Jul 16 - Aug 15	TWC PUC Recovery Fee	0.02
Jul 16 - Aug 15	Federal Universal Service Fund	0.19
Jul 16 - Aug 15	Municipal Right Of Way Fee	43.93
Jul 16 - Aug 15	TWC State Cost Recovery Fee	3.72
Jul 16 - Aug 15	TWC PUC Recovery Fee	0.99
Jul 16 - Aug 15	E911 Fee	11.50
Jul 16 - Aug 15	E911 Equalization Surcharge	1.38
Subtotal		**$61.94**
Total for Account 8260180050555703		**$613.35**

HIDALGO COUNTY
724 N BREYFOGLE
PRI
MISSION, TX 78574-8547
Account Number: 8260180350341630

Monthly Charges

Date	Description	Amount
Jul 18 - Aug 17	Business Class Pri	475.00
Jul 18 - Aug 17	Did Block 20 Numbers Qty 2 @ $3.00 Each	6.00
Jul 18 - Aug 17	Did Block 100 Numbers Qty 2 @ $15.00 Each	30.00
Jul 18 - Aug 17	Ld 3,000 Free Minutes	0.00
Subtotal		**$511.00**

Taxes

Date	Description	Amount
Jul 16 - Aug 15	Municipal Right Of Way Fee	42.32
Jul 16 - Aug 15	TWC State Cost Recovery Fee	3.59
Jul 16 - Aug 15	TWC PUC Recovery Fee	0.95
Jul 16 - Aug 15	E911 Fee	11.50
Jul 16 - Aug 15	E911 Equalization Surcharge	1.38
Subtotal		**$59.74**
Total for Account 8260180350341630		**$570.74**
HIDALGO SUBTOTAL 4 Account(s)		**$5,985.58**
Total for Control Account: HIDALGO		**$5,985.58**

Total Accounts: 4

TIME WARNER CABLE
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PO BOX 460849, SAN ANTONIO, TX 78246-0849
8522 4250 NO RP 10 08112014 NNNNNYNN 01 000006 0001

HIDALGO COUNTY
PO BOX 207
EDINBURG TX 78540-0207

August 10, 2014

Statement of Service

Account no.
8260 18 300 0001497
Hidalgo County

Customer Code 2533

How to reach us...
Online: www.twcbc.com/tx
Phone: 866-519-1263
Hearing Impaired: 711 (TDD Machine Required)
For Time Warner Cable offices near you, visit www.twcbc.com/tx and click Customer Service

PAST DUE - PLEASE PAY

YOUR ACCOUNT IS SCHEDULED FOR DISCONNECTION. IT IS IMPERATIVE THAT YOU CALL 866-5191263 FOR PAYMENT ARRANGEMENTS, OUTSTANDING BALANCES WILL BE SENT TO A 3RD PARTY COLLECTION AGENCY AND THEN PLACED WITH THE CREDIT BUREAU. PLEASE DISREGARD IF PAYMENT HAS BBEN MADE.

Summary *See the back for details*
Billed from 08/16/14 - 09/15/14

Previous balance	$27,526.14
Payments received 01-400548	-4,822.60
Unpaid balance	**$22,703.54**
Other Charges	319.64
Sub Account Charges	6,150.15
Upon Receipt	**$29,173.33**

Invoice Received By:
Edna Linley On 8/18/14
Goods/services Received By:
Edna Linley On 8/16/14 - 9/15/14
Acct.# 4-1100-415-00-200-002-0-531
PO# 706096

AUG 20 2014

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Account Number:	Service Period	Payment Due Date:	Total Due:
8260183000001497	08/16/14 - 09/15/14	Upon Receipt	$29,173.33

Amount Enclosed
$_____

HIDALGO COUNTY
PO BOX 207
EDINBURG TX 78540-0207

TIME WARNER CABLE
PO BOX 60074
CITY OF INDUSTRY CA 91716-0074

826018300000149729173333

6622 4250 NO RP 10 08112014 NNNNNYNN 01 000005 0001

Master Account Summary

	Previous Balance	$27,526.14
Jul 18	Payment - Thank You	-4,822.60
Other Charges		**$319.64**
Jul 17	Late Payment Fee	319.64

Sub Account Charges by Group

HIDALGO		$5,507.31
Aug 04	Hidalgo County 8260180040710087	1,166.22
Aug 07	Hidalgo County 8260180040710087	2,175.00
Jul 17	Hidalgo County 8260180040710103	1,126.00
Aug 05	Hidalgo County 8260180050555703	0.09
Aug 08	Hidalgo County 8260180050555703	529.00
Aug 08	Hidalgo County 8260180350341630	511.00

Sub Account Taxes by Group

HIDALGO		$642.84
Aug 04	Hidalgo County 8260180040710087	29.11
Aug 07	Hidalgo County 8260180040710087	198.19
Jul 17	Hidalgo County 8260180040710103	218.76
Aug 08	Hidalgo County 8260180050555703	99.28
Aug 08	Hidalgo County 8260180350341630	97.50
Sub Account Charge Total		**$6,150.15**
Total Due		**$29,173.33**

Sub Account Details by Group

HIDALGO

HIDALGO COUNTY
100 N CLOSNER BLVD
PRI
EDINBURG, TX 78539-3523
Account Number: 8260180040710087

Monthly Charges

Date	Description	Amount
Aug 17 - Sep 16	Business Class PRI Qty 3 @ $475.00 Each	1,425.00
Aug 17 - Sep 16	Did Block 100 Numbers Qty 9 @ $15.00 Each	135.00
Aug 17 - Sep 16	Business Class PRI	475.00
Aug 17 - Sep 16	Ld 10,000 Minutes	140.00
Subtotal		**$2,175.00**

Telephone Usage Charges

Date	Description	Amount
Aug 04	International	0.01
Aug 04	International	0.02
Aug 04	International	0.02
Aug 04	International	0.04
Aug 04	International	0.09
Aug 04	IntraState	0.01
Aug 04	IntraState	0.02
Aug 04	IntraState	0.02
Aug 04	IntraState	0.03
Aug 04	IntraState	0.04
Aug 04	IntraState	0.06

9/9/14 Disputed & Credited Not Paid

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PayXpress Online Bill Payment

PayXpress, Time Warner Cable's online billing service, helps you save time, save on postage and save trees with paperless e-bills!
Go to: www.timewarnercable.com

Great Features:

- Go green and enroll in paperless billing
- Enroll in recurring payments for greater convenience
- Choose from numerous payment options (credit card, debit card or electronic funds transfer from your bank account)
- Get a quick summary of your account and be able to access 6 months of statements

Options for paying your bill

Online: www.timewarnercable.com - Set up PayXpress and electronic billing here!

Phone: Call 972-RICK TWC and authorize payment directly from your bank account or credit card via touch-tone telephone.

Mail: Return this payment coupon with a check in the mail.

At a local payment center: See a list of locations at www.timewarnercable.com or call 972-RICK TWC for the location near you.

Note: Nonpayment of any portion of your cable television, high-speed data, and/or Digital Phone service could result in disconnection of any of your Time Warner Cable provided services.

8622 4250 NO RP 10 08112014 NNNNNYNN 01 000006 0001

Telephone Usage Charges (cont)

Date	Description	Amount
Aug 04	IntraState	0.07
Aug 04	IntraState	0.13
Aug 04	IntraState	0.14
Aug 04	IntraState	0.14
Aug 04	IntraState	0.18
Aug 04	IntraState	0.19
Aug 04	IntraState	0.20
Aug 04	IntraState	0.20
Aug 04	IntraState	0.24
Aug 04	IntraState	0.26
Aug 04	IntraState	0.28
Aug 04	IntraState	0.29
Aug 04	IntraState	0.30
Aug 04	IntraState	0.31
Aug 04	IntraState	0.34
Aug 04	IntraState	0.34
Aug 04	IntraState	0.35
Aug 04	IntraState	0.36
Aug 04	IntraState	0.39
Aug 04	IntraState	0.41
Aug 04	IntraState	0.43
Aug 04	IntraState	0.43
Aug 04	IntraState	0.46
Aug 04	IntraState	0.47
Aug 04	IntraState	0.51
Aug 04	IntraState	0.53
Aug 04	IntraState	0.57
Aug 04	IntraState	0.58
Aug 04	IntraState	0.59
Aug 04	IntraState	0.59
Aug 04	IntraState	0.61
Aug 04	IntraState	0.62
Aug 04	IntraState	0.62
Aug 04	IntraState	0.63
Aug 04	IntraState	0.65
Aug 04	IntraState	0.70
Aug 04	IntraState	0.72
Aug 04	IntraState	0.72
Aug 04	IntraState	0.75
Aug 04	IntraState	0.76
Aug 04	IntraState	0.78
Aug 04	IntraState	0.81
Aug 04	IntraState	0.82
Aug 04	IntraState	0.84
Aug 04	IntraState	0.86
Aug 04	IntraState	0.91
Aug 04	IntraState	0.91
Aug 04	IntraState	0.93
Aug 04	IntraState	0.95
Aug 04	IntraState	0.95
Aug 04	IntraState	0.98

Telephone Usage Charges (cont)

Date	Description	Amount
Aug 04	IntraState	0.98
Aug 04	IntraState	1.10
Aug 04	IntraState	1.11
Aug 04	IntraState	1.12
Aug 04	IntraState	1.17
Aug 04	IntraState	1.19
Aug 04	IntraState	1.20
Aug 04	IntraState	1.24
Aug 04	IntraState	1.26
Aug 04	IntraState	1.29
Aug 04	IntraState	1.30
Aug 04	IntraState	1.32
Aug 04	IntraState	1.32
Aug 04	IntraState	1.37
Aug 04	IntraState	1.40
Aug 04	IntraState	1.40
Aug 04	IntraState	1.46
Aug 04	IntraState	1.54
Aug 04	IntraState	1.61
Aug 04	IntraState	1.61
Aug 04	IntraState	1.65
Aug 04	IntraState	1.72
Aug 04	IntraState	1.77
Aug 04	IntraState	1.79
Aug 04	IntraState	1.79
Aug 04	IntraState	1.80
Aug 04	IntraState	1.86
Aug 04	IntraState	1.88
Aug 04	IntraState	1.90
Aug 04	IntraState	1.96
Aug 04	IntraState	1.97
Aug 04	IntraState	1.99
Aug 04	IntraState	1.99
Aug 04	IntraState	2.00
Aug 04	IntraState	2.03
Aug 04	IntraState	2.03
Aug 04	IntraState	2.03
Aug 04	IntraState	2.08
Aug 04	IntraState	2.11
Aug 04	IntraState	2.11
Aug 04	IntraState	2.12
Aug 04	IntraState	2.12
Aug 04	IntraState	2.27
Aug 04	IntraState	2.29
Aug 04	IntraState	2.36
Aug 04	IntraState	2.43
Aug 04	IntraState	2.47
Aug 04	IntraState	2.52
Aug 04	IntraState	2.67
Aug 04	IntraState	2.70
Aug 04	IntraState	2.80

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Telephone Usage Charges (cont)

Date	Description	Amount
Aug 04	IntraState	2.81
Aug 04	IntraState	3.00
Aug 04	IntraState	3.04
Aug 04	IntraState	3.05
Aug 04	IntraState	3.08
Aug 04	IntraState	3.70
Aug 04	IntraState	3.92
Aug 04	IntraState	4.38
Aug 04	IntraState	4.61
Aug 04	IntraState	4.65
Aug 04	IntraState	4.79
Aug 04	IntraState	5.04
Aug 04	IntraState	5.40
Aug 04	IntraState	5.63
Aug 04	IntraState	5.86
Aug 04	IntraState	5.95
Aug 04	IntraState	6.36
Aug 04	IntraState	6.44
Aug 04	IntraState	6.77
Aug 04	IntraState	6.88
Aug 04	IntraState	7.33
Aug 04	IntraState	9.05
Aug 04	IntraState	9.18
Aug 04	IntraState	9.32
Aug 04	IntraState	12.18
Aug 04	IntraState	12.59
Aug 04	IntraState	12.82
Aug 04	IntraState	13.22
Aug 04	IntraState	14.06
Aug 04	IntraState	16.85
Aug 04	IntraState	21.10
Aug 04	IntraState	24.97
Aug 04	IntraState	28.23
Aug 04	IntraState	41.53
Aug 04	IntraState	115.43
Aug 04	IntraState	501.79
Aug 04	InterState	0.01
Aug 04	InterState	0.01
Aug 04	InterState	0.01
Aug 04	InterState	0.01
Aug 04	InterState	0.01
Aug 04	InterState	0.01
Aug 04	InterState	0.01
Aug 04	InterState	0.01
Aug 04	InterState	0.01
Aug 04	InterState	0.01
Aug 04	InterState	0.01
Aug 04	InterState	0.02
Aug 04	InterState	0.03
Aug 04	InterState	0.03
Aug 04	InterState	0.03

Telephone Usage Charges (cont)

Date	Description	Amount
Aug 04	InterState	0.03
Aug 04	InterState	0.03
Aug 04	InterState	0.03
Aug 04	InterState	0.04
Aug 04	InterState	0.04
Aug 04	InterState	0.06
Aug 04	InterState	0.06
Aug 04	InterState	0.07
Aug 04	InterState	0.09
Aug 04	InterState	0.09
Aug 04	InterState	0.09
Aug 04	InterState	0.09
Aug 04	InterState	0.09
Aug 04	InterState	0.10
Aug 04	InterState	0.10
Aug 04	InterState	0.11
Aug 04	InterState	0.12
Aug 04	InterState	0.14
Aug 04	InterState	0.15
Aug 04	InterState	0.15
Aug 04	InterState	0.15
Aug 04	InterState	0.17
Aug 04	InterState	0.19
Aug 04	InterState	0.19
Aug 04	InterState	0.20
Aug 04	InterState	0.20
Aug 04	InterState	0.21
Aug 04	InterState	0.22
Aug 04	InterState	0.22
Aug 04	InterState	0.22
Aug 04	InterState	0.23
Aug 04	InterState	0.26
Aug 04	InterState	0.27
Aug 04	InterState	0.32
Aug 04	InterState	0.32
Aug 04	InterState	0.37
Aug 04	InterState	0.40
Aug 04	InterState	0.43
Aug 04	InterState	0.45
Aug 04	InterState	0.49
Aug 04	InterState	0.53
Aug 04	InterState	0.59
Aug 04	InterState	0.61
Aug 04	InterState	0.63
Aug 04	InterState	0.64
Aug 04	InterState	0.77
Aug 04	InterState	0.77
Aug 04	InterState	0.82
Aug 04	InterState	0.84
Aug 04	InterState	1.02
Aug 04	InterState	1.34

EXHIBIT

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8622 4250 NO RP 10 08112014 NNNNNYNN 01 000006 0001

Telephone Usage Charges (cont)

Date	Description	Amount
Aug 04	InterState	1.40
Aug 04	InterState	1.53
Aug 04	InterState	2.47
Aug 04	InterState	5.15
Aug 04	InterState	5.25
Aug 04	InterState	7.72
Aug 04	InterState	9.24
Aug 04	InterState	11.37
Aug 04	InterState	11.52
Aug 04	InterState	31.23
Subtotal		**$1,166.22**

NOT Paid

Taxes

Date	Description	Amount
Aug 16 - Sep 15	TWC Regulatory Recovery Fee	2.35
Aug 16 - Sep 15	TWC State Cost Recovery Fee	8.17
Aug 16 - Sep 15	TWC PUC Recovery Fee	1.62
Aug 16 - Sep 15	Federal Universal Service Fund	16.58
Aug 16 - Sep 15	TWC Regulatory Recovery Fee	0.39
Aug 16 - Sep 15	Municipal Right Of Way Fee	108.30
Aug 16 - Sep 15	TWC Regulatory Recovery Fee	0.85
Aug 16 - Sep 15	TWC State Cost Recovery Fee	15.34
Aug 16 - Sep 15	TWC PUC Recovery Fee	3.82
Aug 16 - Sep 15	Federal Universal Service Fund	5.88
Aug 16 - Sep 15	TWC Regulatory Recovery Fee	0.16
Aug 16 - Sep 15	E911 Fee	57.00
Aug 16 - Sep 15	E911 Equalization Surcharge	6.84
Subtotal		**$227.30**
Total for Account 8260180040710087		**$3,568.52**

HIDALGO COUNTY
100 N CLOSNER BLVD
PRI
EDINBURG, TX 78539-3523
Account Number: 8260180040710103

Monthly Charges

Date	Description	Amount
Jul 27 - Aug 26	Business Class PRI Qty 2 @ $475.00 Each	950.00
Jul 27 - Aug 26	Did Block 20 Numbers Qty 2 @ $3.00 Each	6.00
Jul 27 - Aug 26	Did Block 100 Numbers Qty 2 @ $15.00 Each	30.00
Jul 27 - Aug 26	Ld 10,000 Minutes	140.00
Subtotal		**$1,126.00**

Taxes

Date	Description	Amount
Aug 16 - Sep 15	Municipal Right Of Way Fee	99.82
Aug 16 - Sep 15	TWC Regulatory Recovery Fee	0.70
Aug 16 - Sep 15	Federal Subscriber Line Charge-PRI	75.00
Aug 16 - Sep 15	TWC Regulatory Recovery Fee	0.86
Aug 16 - Sep 15	TWC State Cost Recovery Fee	8.47
Aug 16 - Sep 15	TWC PUC Recovery Fee	2.02
Aug 16 - Sep 15	Federal Universal Service Fund	5.97
Aug 16 - Sep 15	TWC Regulatory Recovery Fee	0.16
Aug 16 - Sep 15	E911 Fee	23.00
Aug 16 - Sep 15	E911 Equalization Surcharge	2.76
Subtotal		**$218.76**
Total for Account 8260180040710103		**$1,344.76**

HIDALGO COUNTY
300 W HALL ACRES RD
FIBER
PHARR, TX 78577-5485
Account Number: 8260180050555703

Monthly Charges

Date	Description	Amount
Aug 18 - Sep 17	Business Class PRI	475.00
Aug 18 - Sep 17	Did Block 20 Numbers Qty 3 @ $3.00 Each	9.00
Aug 18 - Sep 17	Did Block 100 Numbers Qty 3 @ $15.00 Each	45.00
Aug 18 - Sep 17	Ld 3,000 Free Minutes	0.00
Subtotal		**$529.00**

Telephone Usage Charges

Date	Description	Amount
Aug 05	IntraState	0.09
Subtotal		**$0.09**

Taxes

Date	Description	Amount
Aug 16 - Sep 15	Municipal Right Of Way Fee	43.93
Aug 16 - Sep 15	Federal Subscriber Line Charge-PRI	37.50
Aug 16 - Sep 15	TWC State Cost Recovery Fee	3.98
Aug 16 - Sep 15	TWC PUC Recovery Fee	0.99
Aug 16 - Sep 15	E911 Fee	11.50
Aug 16 - Sep 15	E911 Equalization Surcharge	1.38

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8622 4250 NO RP 10 08112014 NNNNNYNN 01 000006 0001

Taxes (cont)

Date	Description	Amount
Subtotal		**$99.28**
Total for Account 8260180050555703		**$628.37**

HIDALGO COUNTY
724 N BREYFOGLE
PRI
MISSION, TX 78574-8547
Account Number: 8260180350341630

Monthly Charges

Date	Description	Amount
Aug 18 - Sep 17	Business Class PRI	475.00
Aug 18 - Sep 17	Did Block 20 Numbers Qty 2 @ $3.00 Each	6.00
Aug 18 - Sep 17	Did Block 100 Numbers Qty 2 @ $15.00 Each	30.00
Aug 18 - Sep 17	Ld 3,000 Free Minutes	0.00
Subtotal		**$511.00**

Taxes

Date	Description	Amount
Aug 16 - Sep 15	Municipal Right Of Way Fee	42.32
Aug 16 - Sep 15	Federal Subscriber Line Charge-PRI	37.50
Aug 16 - Sep 15	TWC State Cost Recovery Fee	3.85
Aug 16 - Sep 15	TWC PUC Recovery Fee	0.95
Aug 16 - Sep 15	E911 Fee	11.50
Aug 16 - Sep 15	E911 Equalization Surcharge	1.38
Subtotal		**$97.50**
Total for Account 8260180350341630		**$608.50**
HIDALGO SUBTOTAL 4 Account(s)		**$6,150.15**
Total for Control Account: HIDALGO		**$6,150.15**

Total Accounts: 4

TIME WARNER CABLE
Business Class®

PO BOX 460849, SAN ANTONIO, TX 78246-0849
8622 4250 NO RP 10 09112014 NNNNNYNN 01 000007 0001

HIDALGO COUNTY
PO BOX 207
EDINBURG TX 78540-0207

September 10, 2014

Statement of Service

Account no.
8260 18 300 0001497
Hidalgo County

Customer Code 2533

How to reach us...
Online: www.twcbc.com/tx
Phone: 866-519-1263
Hearing Impaired: 711 (TDD Machine Required)
For Time Warner Cable offices near you, visit
www.twcbc.com/tx and click Customer Service

PAST DUE - PLEASE PAY

YOUR ACCOUNT IS SCHEDULED FOR DISCONNECTION. IT IS IMPERATIVE THAT YOU CALL 866-5191263 FOR PAYMENT ARRANGEMENTS, OUTSTANDING BALANCES WILL BE SENT TO A 3RD PARTY COLLECTION AGENCY AND THEN PLACED WITH THE CREDIT BUREAU. PLEASE DISREGARD IF PAYMENT HAS BBEN MADE.

Summary *See the back for details*
Billed from 09/16/14 - 10/15/14

Previous balance	$29,173.33
Payments received CK 01-402902	-9,813.65
Adjustments	-234.78
Unpaid balance	**$19,359.68**
Other Charges	337.05
Sub Account Charges	6,199.79
Upon Receipt	**$25,661.74**

Invoice Received By:
Edna Kuy On 9/23/14
Goods/services Received By:
Edna Kuy On 9/16-10/15/14
Acct.# 4-1100-415-00-200-002-0-531
PO# 706096

SEP 23 2014

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TIME WARNER CABLE
Business Class®

Account Number:	Service Period	Payment Due Date:	Total Due:
8260183000001497	09/16/14 - 10/15/14	Upon Receipt	$25,661.74

Amount Enclosed
$_____

HIDALGO COUNTY
PO BOX 207
EDINBURG TX 78540-0207

TIME WARNER CABLE
PO BOX 60074
CITY OF INDUSTRY CA 91716-0074

826018300000149725661745

8622 4250 NO RP 10 09112014 NNNNNYNN 01 000007 0001

Master Account Summary

	Previous Balance	$29,173.33
Sep 10	Payment - Thank You	-9,813.65
Adjustments		**-$234.78**
Jun 17	Adj Late Fee 6/17/14	-231.09
Sep 08	Credit Intern Calls - Adjustment	-3.69
Other Charges		**$337.05**
Aug 17	Late Payment Fee WAIVED	337.08
Sep 10	TWC State Cost Recovery Fee	-0.03

Sub Account Charges by Group

HIDALGO		$5,554.22
Sep 04	Hidalgo County 8260180040710087	1,207.60
Sep 07	Hidalgo County 8260180040710087	2,175.00
Aug 18	Hidalgo County 8260180040710103	1,126.00
Sep 05	Hidalgo County 8260180050555703	5.62
Sep 08	Hidalgo County 8260180050555703	529.00
Sep 08	Hidalgo County 8260180350341630	511.00

Sub Account Taxes by Group

HIDALGO		$645.57
Sep 04	Hidalgo County 8260180040710087	31.80
Sep 07	Hidalgo County 8260180040710087	198.19
Aug 18	Hidalgo County 8260180040710103	218.76
Sep 05	Hidalgo County 8260180050555703	0.04
Sep 08	Hidalgo County 8260180050555703	99.28
Sep 08	Hidalgo County 8260180350341630	97.50
Sub Account Charge Total		**$6,199.79**

HIDALGO (cont)

Total Due	**$25,661.74**

Sub Account Details by Group

HIDALGO

HIDALGO COUNTY
100 N CLOSNER BLVD
PRI
EDINBURG, TX 78539-3523
Account Number: 8260180040710087

Monthly Charges

Date	Description	Amount
Sep 17 - Oct 16	Business Class PRI Qty 3 @ $475.00 Each	1,425.00
Sep 17 - Oct 16	Did Block 100 Numbers Qty 9 @ $15.00 Each	135.00
Sep 17 - Oct 16	Business Class PRI	475.00
Sep 17 - Oct 16	Ld 10,000 Minutes	140.00
Subtotal		**$2,175.00**

Telephone Usage Charges

Date	Description	Amount
Sep 04	International	0.39
Sep 04	International Not paid 1,55	1.16
Sep 04	IntraState	0.02
Sep 04	IntraState	0.02
Sep 04	IntraState	0.03

SEP 23 2014

PayXpress Online Bill Payment

PayXpress, Time Warner Cable's online billing service, helps you save time, save on postage and save trees with paperless e-bills!
Go to: www.timewarnercable.com

Great Features:

- Go green and enroll in paperless billing
- Enroll in recurring payments for greater convenience
- Choose from numerous payment options (credit card, debit card or electronic funds transfer from your bank account)
- Get a quick summary of your account and be able to access 6 months of statements

Options for paying your bill

Online: www.timewarnercable.com - Set up PayXpress and electronic billing here!

Phone: Call 972-PICK-TWC and authorize payment directly from your bank account or credit card via touch-tone telephone.

Mail: Return this payment coupon with a check in the mail.

At a local payment center: See a list of locations at www.timewarnercable.com or call 972-PICK-TWC for the location near you.

Note: Nonpayment of any portion of your cable television, high-speed data, and/or Digital Phone service could result in disconnection of any of your Time Warner Cable provided services.

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Telephone Usage Charges (cont)

Date	Description	Amount
Sep 04	IntraState	0.03
Sep 04	IntraState	0.04
Sep 04	IntraState	0.04
Sep 04	IntraState	0.06
Sep 04	IntraState	0.08
Sep 04	IntraState	0.10
Sep 04	IntraState	0.12
Sep 04	IntraState	0.12
Sep 04	IntraState	0.13
Sep 04	IntraState	0.16
Sep 04	IntraState	0.17
Sep 04	IntraState	0.18
Sep 04	IntraState	0.18
Sep 04	IntraState	0.19
Sep 04	IntraState	0.20
Sep 04	IntraState	0.21
Sep 04	IntraState	0.21
Sep 04	IntraState	0.25
Sep 04	IntraState	0.28
Sep 04	IntraState	0.31
Sep 04	IntraState	0.31
Sep 04	IntraState	0.35
Sep 04	IntraState	0.37
Sep 04	IntraState	0.37
Sep 04	IntraState	0.38
Sep 04	IntraState	0.40
Sep 04	IntraState	0.41
Sep 04	IntraState	0.42
Sep 04	IntraState	0.44
Sep 04	IntraState	0.44
Sep 04	IntraState	0.47
Sep 04	IntraState	0.54
Sep 04	IntraState	0.54
Sep 04	IntraState	0.56
Sep 04	IntraState	0.57
Sep 04	IntraState	0.58
Sep 04	IntraState	0.60
Sep 04	IntraState	0.60
Sep 04	IntraState	0.62
Sep 04	IntraState	0.62
Sep 04	IntraState	0.63
Sep 04	IntraState	0.66
Sep 04	IntraState	0.66
Sep 04	IntraState	0.68
Sep 04	IntraState	0.68
Sep 04	IntraState	0.73
Sep 04	IntraState	0.75
Sep 04	IntraState	0.76
Sep 04	IntraState	0.77
Sep 04	IntraState	0.77
Sep 04	IntraState	0.84

Telephone Usage Charges (cont)

Date	Description	Amount
Sep 04	IntraState	0.86
Sep 04	IntraState	0.86
Sep 04	IntraState	0.89
Sep 04	IntraState	0.89
Sep 04	IntraState	0.91
Sep 04	IntraState	0.92
Sep 04	IntraState	0.92
Sep 04	IntraState	0.98
Sep 04	IntraState	1.10
Sep 04	IntraState	1.11
Sep 04	IntraState	1.12
Sep 04	IntraState	1.12
Sep 04	IntraState	1.12
Sep 04	IntraState	1.16
Sep 04	IntraState	1.18
Sep 04	IntraState	1.22
Sep 04	IntraState	1.23
Sep 04	IntraState	1.28
Sep 04	IntraState	1.31
Sep 04	IntraState	1.32
Sep 04	IntraState	1.34
Sep 04	IntraState	1.43
Sep 04	IntraState	1.43
Sep 04	IntraState	1.44
Sep 04	IntraState	1.45
Sep 04	IntraState	1.45
Sep 04	IntraState	1.48
Sep 04	IntraState	1.55
Sep 04	IntraState	1.56
Sep 04	IntraState	1.69
Sep 04	IntraState	1.71
Sep 04	IntraState	1.73
Sep 04	IntraState	1.80
Sep 04	IntraState	1.80
Sep 04	IntraState	1.84
Sep 04	IntraState	1.85
Sep 04	IntraState	1.88
Sep 04	IntraState	1.90
Sep 04	IntraState	1.92
Sep 04	IntraState	1.96
Sep 04	IntraState	2.00
Sep 04	IntraState	2.02
Sep 04	IntraState	2.04
Sep 04	IntraState	2.11
Sep 04	IntraState	2.19
Sep 04	IntraState	2.20
Sep 04	IntraState	2.21
Sep 04	IntraState	2.23
Sep 04	IntraState	2.29
Sep 04	IntraState	2.33
Sep 04	IntraState	2.33

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Telephone Usage Charges (cont)

Date	Description	Amount
Sep 04	IntraState	2.38
Sep 04	IntraState	2.46
Sep 04	IntraState	2.60
Sep 04	IntraState	2.61
Sep 04	IntraState	2.64
Sep 04	IntraState	2.67
Sep 04	IntraState	2.74
Sep 04	IntraState	2.78
Sep 04	IntraState	2.83
Sep 04	IntraState	2.84
Sep 04	IntraState	2.85
Sep 04	IntraState	2.86
Sep 04	IntraState	2.99
Sep 04	IntraState	3.48
Sep 04	IntraState	3.59
Sep 04	IntraState	4.30
Sep 04	IntraState	4.48
Sep 04	IntraState	4.50
Sep 04	IntraState	4.62
Sep 04	IntraState	4.76
Sep 04	IntraState	5.21
Sep 04	IntraState	5.44
Sep 04	IntraState	5.80
Sep 04	IntraState	6.10
Sep 04	IntraState	6.51
Sep 04	IntraState	6.53
Sep 04	IntraState	6.59
Sep 04	IntraState	7.72
Sep 04	IntraState	8.34
Sep 04	IntraState	9.31
Sep 04	IntraState	10.13
Sep 04	IntraState	10.21
Sep 04	IntraState	10.96
Sep 04	IntraState	12.17
Sep 04	IntraState	12.32
Sep 04	IntraState	13.03
Sep 04	IntraState	13.86
Sep 04	IntraState	14.11
Sep 04	IntraState	20.16
Sep 04	IntraState	20.71
Sep 04	IntraState	27.15
Sep 04	IntraState	32.26
Sep 04	IntraState	33.94
Sep 04	IntraState	114.20
Sep 04	IntraState	515.50
Sep 04	InterState	0.01
Sep 04	InterState	0.01
Sep 04	InterState	0.01
Sep 04	InterState	0.01
Sep 04	InterState	0.02
Sep 04	InterState	0.02

Telephone Usage Charges (cont)

Date	Description	Amount
Sep 04	InterState	0.02
Sep 04	InterState	0.03
Sep 04	InterState	0.03
Sep 04	InterState	0.03
Sep 04	InterState	0.03
Sep 04	InterState	0.03
Sep 04	InterState	0.03
Sep 04	InterState	0.03
Sep 04	InterState	0.03
Sep 04	InterState	0.04
Sep 04	InterState	0.04
Sep 04	InterState	0.04
Sep 04	InterState	0.04
Sep 04	InterState	0.04
Sep 04	InterState	0.04
Sep 04	InterState	0.05
Sep 04	InterState	0.05
Sep 04	InterState	0.05
Sep 04	InterState	0.06
Sep 04	InterState	0.06
Sep 04	InterState	0.07
Sep 04	InterState	0.08
Sep 04	InterState	0.09
Sep 04	InterState	0.10
Sep 04	InterState	0.10
Sep 04	InterState	0.10
Sep 04	InterState	0.10
Sep 04	InterState	0.11
Sep 04	InterState	0.11
Sep 04	InterState	0.12
Sep 04	InterState	0.12
Sep 04	InterState	0.14
Sep 04	InterState	0.14
Sep 04	InterState	0.14
Sep 04	InterState	0.15
Sep 04	InterState	0.15
Sep 04	InterState	0.18
Sep 04	InterState	0.21
Sep 04	InterState	0.23
Sep 04	InterState	0.24
Sep 04	InterState	0.27
Sep 04	InterState	0.30
Sep 04	InterState	0.33
Sep 04	InterState	0.37
Sep 04	InterState	0.39
Sep 04	InterState	0.40
Sep 04	InterState	0.41
Sep 04	InterState	0.42
Sep 04	InterState	0.42
Sep 04	InterState	0.42
Sep 04	InterState	0.46

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Telephone Usage Charges (cont)

Date	Description	Amount
Sep 04	InterState	0.47
Sep 04	InterState	0.51
Sep 04	InterState	0.56
Sep 04	InterState	0.60
Sep 04	InterState	0.60
Sep 04	InterState	0.93
Sep 04	InterState	0.96
Sep 04	InterState	1.05
Sep 04	InterState	1.31
Sep 04	InterState	1.35
Sep 04	InterState	1.82
Sep 04	InterState	1.89
Sep 04	InterState	2.27
Sep 04	InterState	2.47
Sep 04	InterState	4.33
Sep 04	InterState	5.25
Sep 04	InterState	7.53
Sep 04	InterState	8.12
Sep 04	InterState	24.11
Sep 04	InterState	39.65
Subtotal		**$1,207.60**

NOT Paid $1,206.05

Taxes

Date	Description	Amount
Sep 16 - Oct 15	TWC Regulatory Recovery Fee	2.61
Sep 16 - Oct 15	TWC State Cost Recovery Fee	8.51
Sep 16 - Oct 15	TWC PUC Recovery Fee	1.63
Sep 16 - Oct 15	Federal Universal Service Fund	18.58
Sep 16 - Oct 15	TWC Regulatory Recovery Fee	0.47
Sep 16 - Oct 15	Municipal Right Of Way Fee	108.30
Sep 16 - Oct 15	TWC Regulatory Recovery Fee	0.85
Sep 16 - Oct 15	TWC State Cost Recovery Fee	15.34
Sep 16 - Oct 15	TWC PUC Recovery Fee	3.82
Sep 16 - Oct 15	Federal Universal Service Fund	5.88
Sep 16 - Oct 15	TWC Regulatory Recovery Fee	0.16
Sep 16 - Oct 15	E911 Fee	57.00
Sep 16 - Oct 15	E911 Equalization Surcharge	6.84
Subtotal		**$229.99**
Total for Account 8260180040710087		**$3,612.59**

HIDALGO COUNTY
100 N CLOSNER BLVD
PRI
EDINBURG, TX 78539-3523
Account Number: 8260180040710103

Monthly Charges

Date	Description	Amount
Aug 27 - Sep 26	Business Class PRI Qty 2 @ $475.00 Each	950.00
Aug 27 - Sep 26	Did Block 20 Numbers Qty 2 @ $3.00 Each	6.00
Aug 27 - Sep 26	Did Block 100 Numbers Qty 2 @ $15.00 Each	30.00
Aug 27 - Sep 26	Ld 10,000 Minutes	140.00
Subtotal		**$1,126.00**

Taxes

Date	Description	Amount
Sep 16 - Oct 15	Municipal Right Of Way Fee	99.82
Sep 16 - Oct 15	TWC Regulatory Recovery Fee	0.70
Sep 16 - Oct 15	Federal Subscriber Line Charge-PRI	75.00
Sep 16 - Oct 15	TWC Regulatory Recovery Fee	0.86
Sep 16 - Oct 15	TWC State Cost Recovery Fee	8.47
Sep 16 - Oct 15	TWC PUC Recovery Fee	2.02
Sep 16 - Oct 15	Federal Universal Service Fund	5.97
Sep 16 - Oct 15	TWC Regulatory Recovery Fee	0.16
Sep 16 - Oct 15	E911 Fee	23.00
Sep 16 - Oct 15	E911 Equalization Surcharge	2.76
Subtotal		**$218.76**
Total for Account 8260180040710103		**$1,344.76**

HIDALGO COUNTY
300 W HALL ACRES RD
FIBER
PHARR, TX 78577-5485
Account Number: 8260180050555703

Monthly Charges

Date	Description	Amount
Sep 18 - Oct 17	Business Class PRI	475.00
Sep 18 - Oct 17	Did Block 20 Numbers Qty 3 @ $3.00 Each	9.00
Sep 18 - Oct 17	Did Block 100 Numbers Qty 3 @ $15.00 Each	45.00
Sep 18 - Oct 17	Ld 3,000 Free Minutes	0.00
Subtotal		**$529.00**

Telephone Usage Charges

Date	Description	Amount
Sep 05	IntraState	0.09

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Telephone Usage Charges (cont)

Date	Description	Amount
Sep 05	IntraState	0.10
Sep 05	IntraState	0.14
Sep 05	IntraState	0.19
Sep 05	IntraState	0.20
Sep 05	IntraState	0.37
Sep 05	IntraState	0.42
Sep 05	IntraState	0.58
Sep 05	IntraState	0.89
Sep 05	IntraState	2.60
Sep 05	InterState	0.04
Subtotal		$5.62

Not Paid

Taxes

Date	Description	Amount
Sep 16 - Oct 15	TWC State Cost Recovery Fee	0.03
Sep 16 - Oct 15	Federal Universal Service Fund	0.01
Sep 16 - Oct 15	Municipal Right Of Way Fee	43.93
Sep 16 - Oct 15	Federal Subscriber Line Charge-PRI	37.50
Sep 16 - Oct 15	TWC State Cost Recovery Fee	3.98
Sep 16 - Oct 15	TWC PUC Recovery Fee	0.99
Sep 16 - Oct 15	E911 Fee	11.50
Sep 16 - Oct 15	E911 Equalization Surcharge	1.38
Subtotal		$99.32
Total for Account 8260180050555703		$633.94

HIDALGO COUNTY
724 N BREYFOGLE
PRI
MISSION, TX 78574-8547
Account Number: 8260180350341630

Monthly Charges

Date	Description	Amount
Sep 18 - Oct 17	Business Class PRI	475.00
Sep 18 - Oct 17	Did Block 20 Numbers Qty 2 @ $3.00 Each	6.00
Sep 18 - Oct 17	Did Block 100 Numbers Qty 2 @ $15.00 Each	30.00
Sep 18 - Oct 17	Ld 3,000 Free Minutes	0.00
Subtotal		$511.00

Taxes

Date	Description	Amount
Sep 16 - Oct 15	Municipal Right Of Way Fee	42.32

Taxes (cont)

Date	Description	Amount
Sep 16 - Oct 15	Federal Subscriber Line Charge-PRI	37.50
Sep 16 - Oct 15	TWC State Cost Recovery Fee	3.85
Sep 16 - Oct 15	TWC PUC Recovery Fee	0.95
Sep 16 - Oct 15	E911 Fee	11.50
Sep 16 - Oct 15	E911 Equalization Surcharge	1.38
Subtotal		$97.50
Total for Account 8260180350341630		$608.50
HIDALGO SUBTOTAL 4 Account(s)		$6,199.79
Total for Control Account: HIDALGO Total Accounts: 4		$6,199.79

SEP 23 2014

TIME WARNER CABLE
Business Class®

PO BOX 466849, SAN ANTONIO, TX 78246-0849
8622 4250 NO RP 10 10112014 NNNNNYNN 01 000007 0001

HIDALGO COUNTY
PO BOX 207
EDINBURG TX 78540-0207

October 10, 2014

Statement of Service

Account no.
8260 18 300 0001497
Hidalgo County

Customer Code 2533

How to reach us...
Online: www.twcbc.com/tx
Phone: 866-519-1263
Hearing Impaired: 711 (TDD Machine Required)
For Time Warner Cable offices near you, visit
www.twcbc.com/tx and click Customer Service

PAST DUE - PLEASE PAY

YOUR ACCOUNT IS SCHEDULED FOR DISCONNECTION. IT IS IMPERATIVE THAT YOU CALL 866-5191263 FOR PAYMENT ARRANGEMENTS, OUTSTANDING BALANCES WILL BE SENT TO A 3RD PARTY COLLECTION AGENCY AND THEN PLACED WITH THE CREDIT BUREAU. PLEASE DISREGARD IF PAYMENT HAS BBEN MADE.

Summary *See the back for details*
Billed from 10/16/14 - 11/15/14

Previous balance	$25,661.74
Adjustments	-337.08
Unpaid balance	**$25,661.74**
Other Charges	286.87
Sub Account Charges	5,829.79
Upon Receipt	**$31,441.32**

Invoice Received By:
Edna Kuly On 10/27/14
Goods/services Received By:
Edna Kuly On 10/16/14 - 11/15/14
Acct.# 4-1100-415-00-200.002-0-531
PO# 706096
RECEIVED OCT 28 2014

Visit us on the web at business.twc.com

TIME WARNER CABLE
Business Class®

Account Number:	Service Period	Payment Due Date:	Total Due:
8260183000001497	10/16/14 - 11/15/14	Upon Receipt	$31,441.32

Amount Enclosed
$_____

HIDALGO COUNTY
PO BOX 207
EDINBURG TX 78540-0207

TIME WARNER CABLE
PO BOX 60074
CITY OF INDUSTRY CA 91716-0074

826018300000149731441322

8822 4250 NO RP 10 10112014 NNNNNYNN 01 000007 0001

Master Account Summary

Previous Balance	$25,661.74
Adjustments	**-$337.08**
Aug 17 Adj Late Fee	-337.08
Other Charges	**$286.87**
Sep 17 Late Payment Fee	286.87

Sub Account Charges by Group

HIDALGO	$5,191.47
Oct 04 Hidalgo County 8260180040710087	1,333.47
Oct 07 Hidalgo County 8260180040710087	2,175.00
Sep 18 Hidalgo County 8260180040710103	1,126.00
Sep 24 Hidalgo County 8260180040710103	-222.12
Sep 24 Hidalgo County 8260180050555703	-260.88
Oct 08 Hidalgo County 8260180050555703	529.00
Oct 08 Hidalgo County 8260180350341630	511.00

Sub Account Taxes by Group

HIDALGO	$638.32
Oct 04 Hidalgo County 8260180040710087	28.62
Oct 07 Hidalgo County 8260180040710087	198.34
Sep 18 Hidalgo County 8260180040710103	218.76
Sep 24 Hidalgo County 8260180040710103	-1.92
Sep 24 Hidalgo County 8260180050555703	-2.26
Oct 08 Hidalgo County 8260180050555703	99.28
Oct 08 Hidalgo County 8260180350341630	97.50
Sub Account Charge Total	**$5,829.79**

HIDALGO (cont)

Total Due	**$31,441.32**

Sub Account Details by Group

HIDALGO

HIDALGO COUNTY
100 N CLOSNER BLVD
PRI
EDINBURG, TX 78539-3523
Account Number: 8260180040710087

Monthly Charges

Date	Description	Amount
Oct 17 - Nov 16	Business Class PRI Qty 3 @ $475.00 Each	1,425.00
Oct 17 - Nov 16	Did Block 100 Numbers Qty 9 @ $15.00 Each	135.00
Oct 17 - Nov 16	Business Class PRI	475.00
Oct 17 - Nov 16	Ld 10,000 Minutes	140.00
Subtotal		**$2,175.00**

Telephone Usage Charges

Date	Description	Amount
Oct 04	International	0.12
Oct 04	IntraState	0.01
Oct 04	IntraState	0.01
Oct 04	IntraState	0.05
Oct 04	IntraState	0.07

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Great Features:

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- Enroll in recurring payments for greater convenience
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Telephone Usage Charges (cont)

Date	Description	Amount
Oct 04	IntraState	0.09
Oct 04	IntraState	0.09
Oct 04	IntraState	0.10
Oct 04	IntraState	0.13
Oct 04	IntraState	0.15
Oct 04	IntraState	0.16
Oct 04	IntraState	0.17
Oct 04	IntraState	0.21
Oct 04	IntraState	0.23
Oct 04	IntraState	0.24
Oct 04	IntraState	0.27
Oct 04	IntraState	0.31
Oct 04	IntraState	0.34
Oct 04	IntraState	0.35
Oct 04	IntraState	0.36
Oct 04	IntraState	0.37
Oct 04	IntraState	0.37
Oct 04	IntraState	0.39
Oct 04	IntraState	0.39
Oct 04	IntraState	0.39
Oct 04	IntraState	0.41
Oct 04	IntraState	0.43
Oct 04	IntraState	0.46
Oct 04	IntraState	0.48
Oct 04	IntraState	0.48
Oct 04	IntraState	0.50
Oct 04	IntraState	0.51
Oct 04	IntraState	0.51
Oct 04	IntraState	0.51
Oct 04	IntraState	0.53
Oct 04	IntraState	0.54
Oct 04	IntraState	0.58
Oct 04	IntraState	0.60
Oct 04	IntraState	0.63
Oct 04	IntraState	0.63
Oct 04	IntraState	0.66
Oct 04	IntraState	0.67
Oct 04	IntraState	0.68
Oct 04	IntraState	0.69
Oct 04	IntraState	0.69
Oct 04	IntraState	0.77
Oct 04	IntraState	0.82
Oct 04	IntraState	0.84
Oct 04	IntraState	0.87
Oct 04	IntraState	0.88
Oct 04	IntraState	0.89
Oct 04	IntraState	0.89
Oct 04	IntraState	0.94
Oct 04	IntraState	0.94
Oct 04	IntraState	0.95
Oct 04	IntraState	0.96

Telephone Usage Charges (cont)

Date	Description	Amount
Oct 04	IntraState	0.97
Oct 04	IntraState	0.99
Oct 04	IntraState	0.99
Oct 04	IntraState	0.99
Oct 04	IntraState	1.00
Oct 04	IntraState	1.01
Oct 04	IntraState	1.02
Oct 04	IntraState	1.02
Oct 04	IntraState	1.10
Oct 04	IntraState	1.10
Oct 04	IntraState	1.10
Oct 04	IntraState	1.11
Oct 04	IntraState	1.18
Oct 04	IntraState	1.19
Oct 04	IntraState	1.19
Oct 04	IntraState	1.20
Oct 04	IntraState	1.22
Oct 04	IntraState	1.25
Oct 04	IntraState	1.27
Oct 04	IntraState	1.29
Oct 04	IntraState	1.31
Oct 04	IntraState	1.33
Oct 04	IntraState	1.37
Oct 04	IntraState	1.39
Oct 04	IntraState	1.42
Oct 04	IntraState	1.47
Oct 04	IntraState	1.51
Oct 04	IntraState	1.53
Oct 04	IntraState	1.55
Oct 04	IntraState	1.57
Oct 04	IntraState	1.58
Oct 04	IntraState	1.58
Oct 04	IntraState	1.59
Oct 04	IntraState	1.78
Oct 04	IntraState	1.78
Oct 04	IntraState	1.78
Oct 04	IntraState	1.79
Oct 04	IntraState	1.93
Oct 04	IntraState	2.09
Oct 04	IntraState	2.10
Oct 04	IntraState	2.11
Oct 04	IntraState	2.13
Oct 04	IntraState	2.23
Oct 04	IntraState	2.24
Oct 04	IntraState	2.32
Oct 04	IntraState	2.35
Oct 04	IntraState	2.35
Oct 04	IntraState	2.40
Oct 04	IntraState	2.50
Oct 04	IntraState	2.66
Oct 04	IntraState	2.67

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Telephone Usage Charges (cont)

Date	Description	Amount
Oct 04	IntraState	2.82
Oct 04	IntraState	2.83
Oct 04	IntraState	2.92
Oct 04	IntraState	2.94
Oct 04	IntraState	2.98
Oct 04	IntraState	3.01
Oct 04	IntraState	3.18
Oct 04	IntraState	3.37
Oct 04	IntraState	3.47
Oct 04	IntraState	3.66
Oct 04	IntraState	3.70
Oct 04	IntraState	3.75
Oct 04	IntraState	4.03
Oct 04	IntraState	4.26
Oct 04	IntraState	4.35
Oct 04	IntraState	4.38
Oct 04	IntraState	4.68
Oct 04	IntraState	4.74
Oct 04	IntraState	4.81
Oct 04	IntraState	4.91
Oct 04	IntraState	5.91
Oct 04	IntraState	5.97
Oct 04	IntraState	6.10
Oct 04	IntraState	6.14
Oct 04	IntraState	6.17
Oct 04	IntraState	6.27
Oct 04	IntraState	6.48
Oct 04	IntraState	6.65
Oct 04	IntraState	7.35
Oct 04	IntraState	7.55
Oct 04	IntraState	10.36
Oct 04	IntraState	10.51
Oct 04	IntraState	10.70
Oct 04	IntraState	10.74
Oct 04	IntraState	10.79
Oct 04	IntraState	12.02
Oct 04	IntraState	12.85
Oct 04	IntraState	12.97
Oct 04	IntraState	14.86
Oct 04	IntraState	15.04
Oct 04	IntraState	19.90
Oct 04	IntraState	20.45
Oct 04	IntraState	21.72
Oct 04	IntraState	38.55
Oct 04	IntraState	38.59
Oct 04	IntraState	119.14
Oct 04	IntraState	617.88
Oct 04	InterState	0.01
Oct 04	InterState	0.01
Oct 04	InterState	0.01
Oct 04	InterState	0.01

Telephone Usage Charges (cont)

Date	Description	Amount
Oct 04	InterState	0.01
Oct 04	InterState	0.02
Oct 04	InterState	0.02
Oct 04	InterState	0.02
Oct 04	InterState	0.02
Oct 04	InterState	0.03
Oct 04	InterState	0.03
Oct 04	InterState	0.03
Oct 04	InterState	0.03
Oct 04	InterState	0.04
Oct 04	InterState	0.04
Oct 04	InterState	0.04
Oct 04	InterState	0.04
Oct 04	InterState	0.05
Oct 04	InterState	0.05
Oct 04	InterState	0.05
Oct 04	InterState	0.05
Oct 04	InterState	0.05
Oct 04	InterState	0.06
Oct 04	InterState	0.06
Oct 04	InterState	0.06
Oct 04	InterState	0.07
Oct 04	InterState	0.07
Oct 04	InterState	0.08
Oct 04	InterState	0.08
Oct 04	InterState	0.09
Oct 04	InterState	0.09
Oct 04	InterState	0.11
Oct 04	InterState	0.12
Oct 04	InterState	0.13
Oct 04	InterState	0.14
Oct 04	InterState	0.15
Oct 04	InterState	0.15
Oct 04	InterState	0.15
Oct 04	InterState	0.16
Oct 04	InterState	0.17
Oct 04	InterState	0.19
Oct 04	InterState	0.20
Oct 04	InterState	0.22
Oct 04	InterState	0.22
Oct 04	InterState	0.23
Oct 04	InterState	0.23
Oct 04	InterState	0.23
Oct 04	InterState	0.24
Oct 04	InterState	0.26
Oct 04	InterState	0.27
Oct 04	InterState	0.28
Oct 04	InterState	0.30
Oct 04	InterState	0.31
Oct 04	InterState	0.33
Oct 04	InterState	0.34

8622 4250 NO RP 10 10112014 NNNNNYNN 01 000007 0001

Telephone Usage Charges (cont)

Date	Description	Amount
Oct 04	InterState	0.37
Oct 04	InterState	0.38
Oct 04	InterState	0.38
Oct 04	InterState	0.40
Oct 04	InterState	0.44
Oct 04	InterState	0.47
Oct 04	InterState	0.50
Oct 04	InterState	0.54
Oct 04	InterState	0.62
Oct 04	InterState	0.72
Oct 04	InterState	0.73
Oct 04	InterState	0.82
Oct 04	InterState	1.13
Oct 04	InterState	1.48
Oct 04	InterState	1.63
Oct 04	InterState	1.97
Oct 04	InterState	2.02
Oct 04	InterState	2.28
Oct 04	InterState	3.90
Oct 04	InterState	4.52
Oct 04	InterState	5.07
Oct 04	InterState	8.18
Oct 04	InterState	8.60
Oct 04	InterState	9.49
Oct 04	InterState	27.02
Subtotal		**$1,333.47**

Taxes

Date	Description	Amount
Oct 16 - Nov 15	TWC Regulatory Recovery Fee	2.09
Oct 16 - Nov 15	TWC State Cost Recovery Fee	9.31
Oct 16 - Nov 15	TWC PUC Recovery Fee	1.93
Oct 16 - Nov 15	Federal Universal Service Fund	14.93
Oct 16 - Nov 15	TWC Regulatory Recovery Fee	0.36
Oct 16 - Nov 15	Municipal Right Of Way Fee	108.30
Oct 16 - Nov 15	TWC Regulatory Recovery Fee	0.85
Oct 16 - Nov 15	TWC State Cost Recovery Fee	15.34
Oct 16 - Nov 15	TWC PUC Recovery Fee	3.82
Oct 16 - Nov 15	Federal Universal Service Fund	6.03
Oct 16 - Nov 15	TWC Regulatory Recovery Fee	0.16
Oct 16 - Nov 15	E911 Fee	57.00
Oct 16 - Nov 15	E911 Equalization Surcharge	6.84
Subtotal		**$226.96**

Total for Account 8260180040710087 **$3,735.43**

HIDALGO COUNTY
100 N CLOSNER BLVD
PRI
EDINBURG, TX 78539-3523
Account Number: 8260180040710103

Monthly Charges

Date	Description	Amount
Sep 27 - Oct 26	Business Class PRI Qty 2 @ $475.00 Each	950.00
Sep 27 - Oct 26	Did Block 20 Numbers Qty 2 @ $3.00 Each	6.00
Sep 27 - Oct 26	Did Block 100 Numbers Qty 2 @ $15.00 Each	30.00
Sep 27 - Oct 26	Ld 10,000 Minutes	140.00
Subtotal		**$1,126.00**

Taxes

Date	Description	Amount
Oct 16 - Nov 15	Municipal Right Of Way Fee	99.82
Oct 16 - Nov 15	TWC Regulatory Recovery Fee	0.70
Oct 16 - Nov 15	Federal Subscriber Line Charge-PRI	75.00
Oct 16 - Nov 15	TWC Regulatory Recovery Fee	0.86
Oct 16 - Nov 15	TWC State Cost Recovery Fee	8.47
Oct 16 - Nov 15	TWC PUC Recovery Fee	2.02
Oct 16 - Nov 15	Federal Universal Service Fund	5.97
Oct 16 - Nov 15	TWC Regulatory Recovery Fee	0.16
Oct 16 - Nov 15	E911 Fee	23.00
Oct 16 - Nov 15	E911 Equalization Surcharge	2.76
Oct 16 - Nov 15	TWC State Cost Recovery Fee	-1.55
Oct 16 - Nov 15	TWC PUC Recovery Fee	-0.37
Subtotal		**$216.84**

Adjustments

Date	Description	Amount
Sep 23	Start Date Cr Correction - Adjustment	-222.12
Subtotal		**-$222.12**

Total for Account 8260180040710103 **$1,120.72**

HIDALGO COUNTY
300 W HALL ACRES RD
FIBER
PHARR, TX 78577-5485
Account Number: 8260180050555703

8622 4250 NO RP 10 10112014 NNNNNYNN 01 000007 0001

Monthly Charges

Date	Description	Amount
Oct 18 - Nov 17	Business Class PRI	475.00
Oct 18 - Nov 17	Did Block 20 Numbers Qty 3 @ $3.00 Each	9.00
Oct 18 - Nov 17	Did Block 100 Numbers Qty 3 @ $15.00 Each	45.00
Oct 18 - Nov 17	Ld 3,000 Free Minutes	0.00
Subtotal		**$529.00**

Taxes

Date	Description	Amount
Oct 16 - Nov 15	TWC State Cost Recovery Fee	-1.82
Oct 16 - Nov 15	TWC PUC Recovery Fee	-0.44
Oct 16 - Nov 15	Municipal Right Of Way Fee	43.93
Oct 16 - Nov 15	Federal Subscriber Line Charge-PRI	37.50
Oct 16 - Nov 15	TWC State Cost Recovery Fee	3.98
Oct 16 - Nov 15	TWC PUC Recovery Fee	0.99
Oct 16 - Nov 15	E911 Fee	11.50
Oct 16 - Nov 15	E911 Equalization Surcharge	1.38
Subtotal		**$97.02**

Adjustments

Date	Description	Amount
Sep 23	Cr Correction Additional - Adjustment	-17.40
Sep 23	Start Date Cr Correction - Adjustment	-243.48
Subtotal		**-$260.88**

Total for Account 8260180050555703 **$365.14**

HIDALGO COUNTY
724 N BREYFOGLE
PRI
MISSION, TX 78574-8547
Account Number: 8260180350341630

Monthly Charges

Date	Description	Amount
Oct 18 - Nov 17	Business Class PRI	475.00
Oct 18 - Nov 17	Did Block 20 Numbers Qty 2 @ $3.00 Each	6.00
Oct 18 - Nov 17	Did Block 100 Numbers Qty 2 @ $15.00 Each	30.00
Oct 18 - Nov 17	Ld 3,000 Free Minutes	0.00
Subtotal		**$511.00**

Taxes

Date	Description	Amount
Oct 16 - Nov 15	Municipal Right Of Way Fee	42.32
Oct 16 - Nov 15	Federal Subscriber Line Charge-PRI	37.50
Oct 16 - Nov 15	TWC State Cost Recovery Fee	3.85
Oct 16 - Nov 15	TWC PUC Recovery Fee	0.95
Oct 16 - Nov 15	E911 Fee	11.50
Oct 16 - Nov 15	E911 Equalization Surcharge	1.38
Subtotal		**$97.50**

Total for Account 8260180350341630 **$608.50**

HIDALGO SUBTOTAL 4 Account(s) **$5,829.79**

Total for Control Account: HIDALGO **$5,829.79**
Total Accounts: 4

AI-47386 **Texas Agri-Life Extension Serv. 14. A.**

CC - REGULAR

Meeting Date: 12/02/2014

Submitted By: Nora Linda Cruz, TX. AGRILIFE EXT. SERVICES

Department: TX. AGRILIFE EXT. SERVICES

Information

CAPTION

Andrea Valdez, County Coordinator, would like to introduce the CDC Obesity Prevention Grant to the Court. Ms. Valdez will discuss the partnership between Texas A&M AgriLife Extension Service and Texas A&M Health Science Center.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact

Attachments

Announcement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/13/2014 04:25 PM
Manuel Chapa	Manuel Chapa	11/14/2014 02:55 PM
Purchasing Department	Monica Badillo	11/26/2014 05:14 PM

Form Started By: Nora Linda Cruz Started On: 11/13/2014 11:55 AM

Final Approval Date: 11/26/2014

We are happy to announce we have received funding for year 1 of an obesity prevention grant from the Centers for Disease Control. This is the first of the partnership between Texas A&M AgriLife Extension Service and Texas A&M Health Science Center. This project will focus on access to healthy food and access to physical activity to impact obesity in this county. We are still in the early phases but this first year will begin with assessments and planning. We look forward to working together with you and will need your input as we move forward in the project.

Educational programs of the Texas A&M AgriLife Extension Service are open to all people without regard to race, color, religion, sex, national origin, age, disability, genetic information or veteran status. The Texas A&M University System, U.S. Department of Agriculture, and the County Commissioners Courts of Texas Cooperating.

AI-47454 **Head Start 15. A.**

CC - REGULAR

Meeting Date: 12/02/2014

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval on Request to Lease Two (2) Copiers through Hidalgo County's Membership/ Participation in the State of Texas Department of Information Resources (DIR) Awarded Vendor, Toshiba Business Solutions, DIR Contract DIR-SDD-1686, in the Amount of $1,303.00 per Month for 48 Months for Head Start Administration Departments

BACKGROUND

Policy Council Approval: 11.19.14

Attachments

Lease Two Copiers

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/21/2014 09:28 AM
Purchasing Department	Monica Badillo	11/26/2014 05:14 PM

Form Started By: Linda Galaviz Started On: 11/17/2014 10:21 AM

Final Approval Date: 11/26/2014

Hidalgo County Head Start Program
Policy Council Agenda

DATE: November 19, 2014

SUBJECT: Discussion/Approval on Request to Lease Two Copiers through Hidalgo County's Membership/Participation in the State of Texas Department of Information Resources (DIR) Awarded Vendor, Toshiba Business Solutions, DIR Contract DIR-SDD-1686, in the Amount of $1,303.00 per month for 48 months for the Head Start Administrative Departments.

RATIONAL NEEDED: This would allow the rental of the best pre-bided prices on copiers under the Texas Procurement and Support Services State Contract.

RECOMMENDATION: Administration recommends approval.

COST: Head Start (HHS-ACF) funds for this project are available. $1,303.00/month

RELATED INFORMATION INCLUDED: Participant Info/Proposal

* * * *

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Cooperative Contracts

Increase Your **Technology Buying Power** today

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Toshiba Business Solutions - Texas

URL Vendor Website
Vendor ID 13306223093
HUB Type Non HUB

DIR Contract Number DIR-SDD-1686
Contract Term End Date 6/20/2015
Contract Exp Date 6/20/2015

Toshiba Business Solutions - Texas
Contact Jim Magness
Phone (210) 357-2600
Fax 210-357-2665

DIR
Contact Airy Luangaphay
Phone (512) 463-3018
Fax (512) 475-4759

How to Order

1. For product and pricing information, visit the Toshiba Business Solutions - Texas website or contact Jim Magness at (210) 357-2600.
2. Generate a purchase order, made payable to Toshiba Business Solutions - Texas. You must reference the DIR Contract Number **DIR-SDD-1686** on your purchase order.
3. E-mail or Fax your purchase order and quote form to your designated vendor sales representative.

Contract Overview

Get Adobe Reader

Contract: DIR-SDD-1686

Standard Terms and Conditions PDF - 727 KB
This appendix contains the standard DIR Terms and Conditions for the contract as of the date identified. Any initial exceptions to these Terms will be contained in the original contract. All subsequent changes or updates to the Terms and Conditions will be reflected in contract amendments.

HUB Subcontracting Plan (HSP) PDF - 316 KB | Updated 06/26/2014
The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the goals specified in the State of Texas Disparity Study. The HSP identifies all authorized resellers and/or all subcontractors performing services.

Pricing PDF - 51 KB | Updated 07/06/2011
Pricing for available products and/or services under this contract are limited to those identified in the appendix.

Electronic and Information Resources (EIR) Accessibility
Information regarding Electronic and Information Resources (EIR) accessibility of this vendor's offerings is included in the contract. Agencies purchasing products or services are responsible for complying with Texas EIR Accessibility statute and rules, as defined in TGC 2054 Subchapter M, 1TAC 206, and 1 TAC 213. For additional information, visit the Vendor Website or contact the vendor directly.

Available Brands

Toshiba

Available Products & Services

Lease Agreement - Printers Copiers Scanners - MFP
Managed Document Output
Multifunction
Printers
Printers Copiers Scanners - MFP - Peripherals
Printers Copiers Scanners - MFP - Supplies

Additional Contract Information

Appendix D, Master Operating Lease Agreement (183 KB)
Appendix E, Master Lease Agreement (206 KB)
Amendment 1 (81 KB)
Amendment 2 (94 KB)
Amendment 3 (118 KB)

< No thanks, return to search

Reseller Vendor Contacts

There are no resellers associated with this contract

Dept. of Information Resources
300 W. 15th St. Ste. 1300
Austin, TX 78701 MAP
(512) 475-4700

© Department of Information Resources 2012

TOSHIBA
BUSINESS SOLUTIONS

SALES ORDER

SO-1.0.0

SALES PACKET NUMBER	ORDER DATE
	11/5/2014

Sales Representative: LEE ALVAREZ

CUSTOMER INFORMATION

Bill to Number:				Ship to Number:			
Customer Name:	HIDALGO COUNTY HEAD START PROGRAM			Customer Name:			
Billing Address:	PO BOX 117			Shipping Address:			
Address 2:				Address 2:			
City:	EDINBURG	State: TX	Zip: 78540	City:		State:	Zip:
Phone #:	(956) 380-4149 Ext.	Fax #:	(956) 381-0439	Phone #:	Ext.	Fax #:	
Contact:	Ambrosio Tovar			Contact:			
eMail:	ambrosio.tovar@hchsp.org			eMail:			
Customer PO #:		Tax ID #:		Delivery Date:		Ship:	Term:

MOVEMENT STATUS

Delivery Contact:	Movement:
Telephone #:	
Delivery Hours:	
Stairs:	

EQUIPMENT AND SUPPLIES

QTY.	EQUIPMENT & ACCESSORIES	PRODUCT NUMBER	SERIAL NUMBER	UNIT PRICE	AMOUNT
1	TOSHIBA E6560CT	ESTUDIO6560CT		$ 723.00	$ 723.00
2	FINISHER	MJ1104			$ -
2	SURGE PROTECT	XGPCS20D			$ -
1	TOSHIBA E6560CT	ESTUDIO6560CT			$ -
2	FAX	GD1270NXF			$ -
2	HOLE PUNCH	MJ6102			$ -
1	ALL parts,labor,toner,connectivity			$ 580.00	$ 580.00
	E6560C combine 40k/.0055				
	color 12k/.0325				

SPECIAL INSTRUCTIONS

"remit to" Toshiba Business Solutions, P.O. Box 41602 , Philadelphia, PA 19101-1602
DIR-SDD-1686 48 mo fmv lease w/service

Sub Total	$ 1,303.00
Other	
Delivery/Install	
Taxable Total	$ 1,303.00
Sales Tax %	
Tax Paid	$ -
Cash Paid	
Total	$ 1,303.00
UCC Fee	

CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your electronic signature above shall constitute an enforceable and original signature for all purposes.
By signing this agreement, the customer acknowledges that he/she has read and understood the terms and conditions of this agreement.
1. Limited Warranty. The seller warrants that the goods to be delivered will be of the kind and quality described in this Agreement and will be free of defects in workmanship or material. Should any failure to conform to this warranty appear within ninety (90) days after the initial date of installation in the case of new goods, or thirty (30) days after the initial date of installation in the case of used or reconditioned goods, the seller at it's option, shall correct such defects by suitable repair or replacement at its own expense, upon notification thereof and substantiation that the goods have been stored, installed, maintained, and operated in accordance with the Seller's recommendations or standard industry practice. The foregoing warranty does not apply to consumable parts such as, but not limited to, drums, cleaning brushes, filters, developer, toner, heat and oilier tubes, pressure pads, lamps, lenses and fuses.
This warranty is exclusive and is in lieu of any warranty of merchantability, fitness for a particular purpose or other warranty of quality, whether express or implied, except of title and against patent infringement. Correction of non-conformities, in the manner and for the period of time provided above, shall constitute fulfillment of all liabilities of the Seller to the Customer with respect to, or arising out of the goods, whether based on contract, negligence, strict tort liability of otherwise.

Print Name:	Ambrosio Tovar	Signature: X	Title: procurement director	Date:

TBS ACCEPTANCE

Print Name:	Signature: X	Title:	Date:

AI-47455 **Head Start** **15. B.**

CC - REGULAR

Meeting Date: 12/02/2014

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Presentation for Discussion, Consideration and Approval to Enter into a Memorandum of Understanding (MOU) Between Hidalgo County Head Start Program and Pharr-San Juan-Alamo (P-SJ-A) Independent School District

BACKGROUND

Policy Council Approval: 11.19.14

Attachments

MOU w P-SJ-A

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/21/2014 09:28 AM
Purchasing Department	Monica Badillo	11/26/2014 05:14 PM

Form Started By: Linda Galaviz Started On: 11/17/2014 10:26 AM

Final Approval Date: 11/26/2014

Hidalgo County Head Start Program
Policy Council Agenda

DATE: November 19, 2014

SUBJECT: Presentation for Discussion, Consideration and Approval to Enter into a Memorandum of Understanding (MOU) Between Hidalgo County Head Start Program and Pharr-San Juan-Alamo Independent School District (PSJA ISD)

RATIONALE/NEED: Memorandum of Understanding (MOU) is to collaborate with the PSJA ISD to plan educational services appropriate for the Head Start Children.

RECOMMENDATION: Administration recommends approval.

COST: There is no cost for this MOU

RELATED INFORMATION INCLUDED: Memorandum of Understanding

****

INITIATED BY: Ambrosio Tovar, Procurement Director A. Tovar

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Pharr-San Juan-Alamo Independent School District

This agreement is made and entered into by the Pharr-San Juan-Alamo Independent School District (PSJA ISD) and Hidalgo County Head Start Program (HCHSP).

The purpose of this agreement is to establish a working and cooperative relationship between the parties in order to plan services appropriate for the communities' pre-kindergarten clients. It is the objective or the Pharr-San Juan-Alamo Independent School District to collaborate with partners in our communities, in order to provide the highest level of services to children and families; to foster the development of a continuum of family centered services, and to advocate for a community that shares responsibility for the healthy development of children and families of all cultures.

Pharr-San Juan-Alamo Independent School District School agrees to:

A. Assist the Program in the identification of eligible 3 and 4 year old children at the beginning of each school year in an annual round up.

B. Address transition for those children exiting Hidalgo County Head Start Program (HCHSP) and enrolling with PSJA ISD.

C. In-service training for staff and parents in order to provide the continuity of services deemed necessary by both parties.

D. Provide on-site services when deemed appropriate.

E. Provide District Staff for consultations and site visits.

F. Provide fifteen certified teachers in early childhood.

G. Provide technical assistance for 45 classrooms as needed.

H. Provide assistance for identification of special needs children.

I. Provide a substitute when the PSJA ISD employee is absent from duty to replace the teacher(s).

J. Meeting between PSJA ISD and the HCHSP administration to be held at least three times during the year; Fall, spring, and early summer to review the partnership agreement, curriculum, and assessment data.

K. Provide parent training information / parent volunteers.

L. Provide any other materials that are needed to provide a quality education.

M. Provide support staff including: a lead teacher, a resource math and language arts teacher, nurse, parent educator and two teacher assistants.

N. Provide two special education community based teachers to assist with the special needs children in the classrooms.

PSJA ISD Staff will:

A. Provide a principal/director and other support staff to see the program implementation.

B. Follow the dress code policy of HCHSP and PSJA ISD.

C. Attend HCHSP staff meetings at least two times per school year.

D. Co-teach with the HCHSP staff assigned to the Head Start classroom taking equal responsibility for lesson plans, daily preparation and instruction to the students.

E. Provide technical support to all 45 classrooms and make sure that computers are working appropriately.

F. Provide training dual language, thinking maps, and any other training as necessary for Pre-Kinder.

G. Provide cognitive instruction 3 hours in the morning and 3 hours in the afternoon.

H. Provide the necessary paperwork for PSJA ISD staff to comply with the child care licensing (i.e.: teacher certification, results of criminal background check, TB test results, CPR training, and food handling services).

I. Coordinate efforts between HCHSP & PSJA ISD calendars.

J. Provide state approved curriculum, and any other materials that are needed to provide a quality education.

Hidalgo County Head Start Program "HCHSP" agrees to:

A. Provide a site director to coordinate efforts between PSJA ISD and HCHSP.

B. Provide 45 classroom areas to accommodate the children.

C. Provide a co-teacher and a teacher assistant assigned to the Head Start classrooms.

D. Provide access to and use of telephone for educational purposes.

E. Provide a designated area for a file cabinet during all school days of the PSJA ISD calendar.

F. Provide daily breakfast, lunch, and a snack.

G. Provide opportunities for PSJA ISD to attend HCHSP staff professional development.

H. Provide HCHSP site center manager to oversee afternoon staff maintaining classroom environment after PSJA ISD program is finished for the day.

I. Support and assist substitutes when needed in the Head Start classrooms.

J. Provide daily attendance rosters for ADA purposes via fax, e-mail, and or phone.

K. Provide a concerted effort to ensure student's daily attendance (ADA).

L. Provide technical support when computers are not working.

M. Coordinate assessment instruments for the utilizations of progress monitoring of 0 results. (pre-LAS, m-CLASS, and LAP-D)

N. Generate support and leverage the resources in the entire community to improve school readiness.

O. Assist with transportation as needed.

Collaboration Efforts between Pharr-San Juan-Alamo Independent School District and HCHSP:

A. Coordinate and collaborate to plan, share resources and intensify services to meet the needs of the identified and eligible pre-k children.

B. Provide age appropriate educational supplemental materials and supplies needed to accommodate the classroom settings.

C. Coordinate and provide parental informational sessions/ training to strengthen partnerships and participation between parents/ families and schools/ centers and to encourage parent communication for the purpose of the child's progress.

D. Coordinate co-planning time for both PSJA ISD teacher and HCHSP co-teacher on a weekly basis.

E. Provide professional development sessions based on the context of early childhood development.

F. Assure that progress and development records / permanent files of each child are maintained.

Insurance:

HCHSP shall purchase and maintain in force a general liability insurance policy that will protect HCHSP from all claims which arise out of or result from HCHSP operations under this agreement. HCHSP shall provide PSJA ISD a certificate of insurance naming PSJA ISD as an additional insured and waiving any right of subrogation against PSJA ISD. HCHSP shall to the extent allowed by law hold PSJA ISD harmless and indemnify PSJA ISD from suits, claims or losses sustained by individuals directly or indirectly involved with the performances of services in connection with this agreement.

Termination:

Either Party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This agreement is in effect for the 2014-2015 school year, unless earlier terminated as provided herein.

Governing Law:

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

Consideration:

This Agreement is being made in consideration of the following: Pharr-San Juan-Alamo Independent School District and Hidalgo County Head Start Program agree that there will be no financial exchange of monies or other compensation.

Pharr-San Juan-Alamo I.S.D.

_____ *Dr. Daniel King, Superintendent*

Authorized Signature *Date* *Print Name and Title*

Hidalgo County Head Start Program

_____ _____

Honorable Ramon Garcia
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

_____ _____

Date Date

ATTEST:

_____

Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

Approved As To Form:
Oxford & González, P.C.

By:_____
Ricardo González

Date Approved by Policy Council:
Date Approved by Commissioner's Court:

AI-47457 **Head Start 15. C.**

CC - REGULAR

Meeting Date: 12/02/2014

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval to Award Classroom Space (as attached hereto) for Sealed Bids on Lease of Classroom/Land Space for the Following Areas:
Classroom Space
2014-006-11-14-Donna, 2014-007-11-14-Edinburg, 2014-008-11-14-McAllen, 2014-009-11-14-McAllen, 2014-010-11-14-Mercedes, 2014-011-11-14-Mercedes, 2014-013-11-14-Mission, 2014-014-11-14-Mission, 2014-018-11-14-Weslaco Land Space, 2014-012-11-14-Mercedes, 2014-015-11-14-Mission, 2014-016-11-14-Mission

BACKGROUND

Policy Council Approval: 11.19.14

Attachments

Bid Awards for Classroom

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/21/2014 09:28 AM
Purchasing Department	Monica Badillo	11/26/2014 05:14 PM

Form Started By: Linda Galaviz Started On: 11/17/2014 10:36 AM

Final Approval Date: 11/26/2014

Hidalgo County Head Start Program
Policy Council Agenda Request

DATE: November 19, 2014

SUBJECT: Discussion/Approval to Award Classroom Space (as attached hereto) for Sealed Bids on Lease of Classroom/Land Space for the Following Areas:

Classroom Space-Donna	2014-006-11-14	Land Space-Mercedes	2014-012-11-14
Classroom Space-Edinburg	2014-007-11-14	Classroom Space-Mission	2014-013-11-14
Classroom Space-McAllen	2014-008-11-14	Classroom Space-Mission	2014-014-11-14
Classroom Space-McAllen	2014-009-11-14	Land Space-Mission	2014-015-11-14
Classroom Space-Mercedes	2014-010-11-14	Land Space-Mission	2014-016-11-14
Classroom Space-Mercedes	2014-011-11-14	Classroom Space-Weslaco	2014-018-11-14

RATIONALE/NEED: To contract for Classroom/Land Space to serve families in the Donna, Edinburg, McAllen, Mercedes, Mission, Pharr and Weslaco areas.

RECOMMENDATION: Administration recommends approval

COST: Head Start (HHS-ACF) funds for this project are available. Rent: Account 19-5152-20-10000-505

RELATED INFORMATION INCLUDED: Memo/Bid Summary/Contracts

* * * *

HIDALGO COUNTY HEAD START PROGRAM

P. O. BOX 0117 ♠ EDINBURG, TEXAS 78540♠ TEL: (956) 383-0706 ♠ FAX: (956) 380-2588

TO: Edmundo Garcia, Assistant Program Director

FROM: Ambrosio Tovar, Procurement Director

DATE: November 14, 2014

SUBJ: Summary of Bid Awards - Classroom Space

The following vendors are being recommended for each bid area. The recommendations are the best bids submitted. These were the sole bids submitted for each bid (RFB) in each area.

Area	Bid #	Vendor	Bid/ Monthly Rent
Classroom Space-Donna	2014-006-11-14	Amistad Apts.	$200.00
Classroom Space-Edinburg	2014-007-11-14	Galilean Apts.	$500.00
Classroom Space-McAllen	2014-008-11-14	Padre De Vida Apts.	$500.00
Classroom Space-McAllen	2014-009-11-14	El Patrimonio Apts.	$500.00
Classroom Space-Mercedes	2014-010-11-14	La Herencia Apts.	$300.00
Classroom Space-Mercedes	2014-011-11-14	La Estancia Apts.	$300.00
Classroom Space-Mercedes	2014-012-11-14	Texas Valley Communities Foundation	$250.00
Classroom Space-Mission	2014-013-11-14	Pueblo De Paz Apts.	$500.00
Classroom Space-Mission	2014-014-11-14	Rio De Vida Apts.	$500.00
Classroom Space-Mission	2014-015-11-14	Daniel Garza	$400.00
Classroom Space-Mission	2014-016-11-14	Saint Anne Church	$700.00
Classroom Space-Weslaco	2014-018-11-14	Guillermina Garcia	$2,290.00

Should you have any questions please call me. Thank you.

HIDALGO COUNTY HEAD START PROGRAM

BID SUMMARY

BID NUMBER	CLASSROOM SPACE	VENDOR	MONTHLY RENT	YEARLY RENT
2014-006-11-14	Donna Area	Amistad Apartments	$200.00	$2,400.00
2014-007-11-14	Edinburg Area	Galilean Apartments	$500.00	$6,000.00
2014-008-11-14	McAllen Area	Padre de Vida Apartments	$500.00	$6,000.00
2014-009-11-14	McAllen Area	El Patrimonio Apartments	$500.00	$6,000.00
2014-010-11-14	Mercedes Area	La Herencia Apartments	$300.00	$3,600.00
2014-011-11-14	Mercedes Area	La Estancia Apartments	$300.00	$3,600.00
2014-012-11-14	Mercedes Area	Texas Valley Communities Foundation	$250.00	$3,000.00
2014-013-11-14	Mission Area	Pueblo de Paz Apartments	$500.00	$6,000.00
2014-014-11-14	Mission Area	Rio de Vida Apartments	$500.00	$6,000.00
2014-015-11-14	Mission Area	Daniel Garza	$400.00	$4,800.00
2014-016-11-14	Mission Area	Saint Anne Church	$700.00	$8,400.00
2014-018-11-14	Weslaco Area	Guillermina Garcia	$2,290.00	$27,480.00

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

**LEASE AGREEMENT BETWEEN
AMISTAD APARTMENTS AND
HIDALGO COUNTY**

This Lease is made and entered into by and between Amistad Apartments herein referred to as the "LESSOR" and Hidalgo County through the Head Start Program, herein referred to as the "LESSEE" in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, LESSOR demises and leases to LESSEE, and LESSEE leases from LESSOR, that certain described real property on which Head Start Building lies on and is situated at 202 West South Avenue, Donna, TX 78537 more particularly described on Exhibit "A", attached.

Premises" known by lessee as "Donna IV Head Start" or "the Leased Premises."

ARTICLE 1. TERMS AND RENT

1.01 The Leased Premises shall be used for the purpose of HEAD START CLASSROOMS AND FOR HEAD START PARENTS' MEETING subject to the special terms (if any) which may be listed below. Enrollment will be available to the area residents with special consideration given to "Head Start eligible" residents of the Amistad Apartments. The Leased Premises are deemed for the purposes of this Agreement to constitute all 100% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease shall be for twelve (12) months commencing on December 3, 2014 ("commencement date") and ending on December 2, 2015 ("termination date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.03, hereof.

Renewal or Termination

1.03 Provided LESSEE has not defaulted in any of the terms conditions or provisions thereof, LESSEE shall be given the right of renewal to extend the term of the lease hereof, commencing on the first day of December, 2015, on the same terms and conditions for a term as may be subsequently agreed to upon by both parties.

Either LESSEE or LESSOR shall have the right to terminate the Lease Agreement with or without cause with sixty (60) days written notice to the other.

1.04 LESSEE shall comply with the Texas Department of Human Services Inspection in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 LESSEE agrees to pay LESSOR the maximum rent amount of $2,400.00 in twelve (12) equal monthly payments of $200.00 per month payable on the 1st day of each month. Payment shall be mailed to Amistad Apartments 202 West South Avenue, Donna, Texas 78537.

1.06 LESSOR covenants and agrees that LESSEE on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on LESSEE'S part to be kept or performed, shall lawfully and

quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or disruption by LESSOR or any person claiming under LESSOR except such portion of the Leased Premises, if any as shall be taken under the power of eminent domain.

LESSEE shall accept possession of Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this lease either expires or terminates as provided herein

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently owned by LESSOR.

ARTICLE 3. MAINTENANCE ON PREMISES

3.01 LESSEE agrees to maintain the Leased Premises in condition suitable for use for which this lease is intended.

3.02 LESSOR will keep all and singular the Leased Premises, including all of LESSOR'S fixtures, appurtenances, equipment and machinery in such repair as the same at the commencement of the term. All repairs shall be at LESSOR'S expense and shall remain the property of the LESSOR at the termination of the lease. Reasonable use and wearing of said fixtures, appurtenances, equipment and machinery, damage

thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

3.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

3.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this lease will be terminated and shall not be in force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by Agreement.

3.05 It is agreed that all permanent improvements made to or furnished by the LESSEE on the Leased Premises shall be deemed to be and shall become part of the realty and shall belong to LESSOR upon expiration of the Lease or any extension hereof; provided, however that all window air condition units, carpeting and lighting fixtures shall be deemed chattels temporarily attached to realty and shall remain the personal property of LESSEE and may be removed upon termination of the Lease or any extension hereof; provided, further, that all removal of such chattels will not damage the permanent improvement and if removed, shall be deemed the property of LESSEE and may be removed upon termination of the Lease.

3.06 LESSEE may make minor alterations such as painting the interior or exterior of said building, but if major alterations which might adversely affect the exterior or interior of said building are desired by the LESSEE, such alteration shall not be made, nor signs erected without the written consent of LESSOR.

3.07 LESSOR shall maintain the building roof, air conditioner, heating system during the lease of the building and will provide all major repairs at its own expense.

ARTICLE 4. UTILITIES

Utility Charge

4.01 LESSEE shall pay the charges for the water, sewer, garbage, trash pickup services, telephone, gas and electricity furnished to the Lease Premises during the term of this lease.

ARTICLE 5. INSURANCE AND INDEMNITY

Property Insurance

5.01 LESSOR shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), or equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease Premises shall have been put in proper condition for use and habitation, by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or its legal representatives. LESSOR agrees to provide a copy to such policy of insurance to LESSEE at time of execution of this agreement.

5.02 To the extent allowable under law, LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based upon any

tort which occurs on the Lease Premises, caused solely by LESSEE, its agent or employees.

5.03 LESSEE agrees that during the term of this lease, it shall have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than $100,000.00 per person and 300,000 per occurrence.

ARTICLE 6. MISCELLANEOUS

6.01 This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

6.02 LESSEE will not cause to be conducted upon the premises any trade or business, which increases the rate of insurance premiums on the Leased Premises, building(s) or contents.

6.03 LESSEE will permit LESSOR at reasonable times to make such repairs as it may deem necessary for the protection of the premises.

6.04 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of parties created hereunder are performable in Hidalgo County, Texas.

6.05 Commitment of Current Revenues Only. In the event that, during any term hereof, either party hereto does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then such party may terminate this Agreement upon sixty (60) days written notice to the other party. Both parties agree,

however to use their best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend these provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the parties.

6.06 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSEE's program.

WAVIER OF BREACH

A wavier by either LESSOR or LESSEE of a breach of this Lease by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of the Lease.

ARTICLE 7. MISCELLANEOUS

Notices and Addresses

7.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

LESSOR:	LESSEE:
Amistad Apartments 202 West South Avenue Donna, TX 78537	Hidalgo County Head Start Program Attn: Teresa Flores, Executive Director P.O. Box 0117 Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid illegal, or unenforceable provision had never been included in the agreement.

Prior Agreement

This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and cost incurred to enforce the Lease. As awarded by a court of competent jurisdictions.

Force Majeure

Neither LESSOR nor LESSEE shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of LESSOR or LESSEE and which by the exercise of due diligence LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

Estoppel Information

LESSEE shall, at the request of LESSOR, provide any and all information with respect to this Lease to any person designated by LESSOR.

Time of Essence

Time is of the essence of this agreement.

THE UNDERSIGNED LESSOR and LESSEE execute this Lease on the day_____

of _____, 2014

LESSOR:

BY: _____

LESSEE:

BY: _____ BY: _____
Ramon Garcia, County Judge Teresa Flores, Executive Director

ATTEST:

BY: _____
Arturo Guajardo, Jr.
Hidalgo County Clerk

APPROVED AS TO FORM:
Oxford & Gonzalez

BY: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

BY: _____
Stephen Crain

Date Approved by Policy Council: November 19, 2014
Date Approved by County Commissioner: December 2, 2014

EXHIBIT “A”

Property being described located all of lot 1, Amistad Apartments. Subdivision an addition to the City of Donna, Hidalgo County, Texas. According to the plat thereof recorded in Volume 37, page 141. Designated as Head Start classrooms, administrative space, including the parking areas and outside playground for recreational activities.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE AGREEMENT BETWEEN
GALILEAN APARTMENTS AND
HIDALGO COUNTY

This Lease is made and entered into by and between Galilean Apartments herein referred to as the "LESSOR" and **Hidalgo County** through the Head Start Program, herein referred to as the "LESSEE" in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, LESSOR demises and leases to LESSEE, and LESSEE leases from LESSOR, that certain described real property on which Head Start Building lies on and is situated at 3817 Veterans Boulevard Edinburg, TX, 78539 more particularly described on Exhibit "A", attached.
Premises" known by lessee as "Edinburg III Head Start" or "the Leased Premises."

ARTICLE 1. TERMS AND RENT

1.01 The Leased Premises shall be used for the purpose of HEAD START CLASSROOMS AND FOR HEAD START PARENTS' MEETING subject to the special terms (if any) which may be listed below. Enrollment will be available to the area residents with special consideration given to "Head Start eligible" residents of the Galilean Apartments. The Leased Premises are deemed for the purposes of this Agreement to constitute all 100% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease

shall be for twelve (12) months commencing on December 3, 2014 ("commencement date") and ending on December 2, 2015 ("termination date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.03, hereof.

Renewal or Termination

1.03 Provided LESSEE has not defaulted in any of the terms conditions or provisions thereof, LESSEE shall be given the right of renewal to extend the term of the lease hereof, commencing on the first day of December 2015, on the same terms and conditions for a term as may be subsequently agreed to upon by both parties.

Either LESSEE or LESSOR shall have the right to terminate the Lease Agreement with or without cause with sixty (60) days written notice to the other.

1.04 LESSEE shall comply with the Texas Department of Human Services Inspection in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 LESSEE agrees to pay LESSOR the maximum rent amount of $6,000.00 in twelve (12) equal monthly payments of $500.00 per month payable on the 1st day of each month. Payment shall be mailed to 3817 Veterans Boulevard, Edinburg, Texas, 78539.

1.06 LESSOR covenants and agrees that LESSEE on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on LESSEE'S part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease

without hindrance or disruption by LESSOR or any person claiming under LESSOR except such portion of the Leased Premises, if any as shall be taken under the power of eminent domain.

LESSEE shall accept possession of Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this lease either expires or terminates as provided herein

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3.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

3.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this lease will be terminated and shall not be in force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by Agreement.

3.05 It is agreed that all permanent improvements made to or furnished by the LESSEE on the Leased Premises shall be deemed to be and shall become part of the realty and shall belong to LESSOR upon expiration of the Lease or any extension hereof; provided, however that all window air condition units, carpeting and lighting fixtures shall be deemed chattels temporarily attached to realty and shall remain the personal property of LESSEE and may be removed upon termination of the Lease or any extension hereof; provided, further, that all removal of such chattels will not damage the permanent improvement and if removed, shall be deemed the property of LESSEE and may be removed upon termination of the Lease.

3.06 LESSEE may make minor alterations such as painting the interior or exterior of said building, but if major alterations which might adversely affect the exterior or interior of said building are desired by the LESSEE, such alteration shall not be made, nor signs erected without the written consent of LESSOR.

3.07 LESSOR shall maintain the building roof, air conditioner, heating system during the lease of the building and will provide all major repairs at its own expense.

ARTICLE 4. UTILITIES

Utility Charge

4.01 LESSEE shall pay the charges for the water, sewer, garbage, trash pickup services, telephone, gas and electricity furnished to the Lease Premises during the term of this lease.

ARTICLE 5. INSURANCE AND INDEMNITY

Property Insurance

5.01 LESSOR shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), or equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease Premises shall have been put in proper condition for use and habitation, by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or its legal representatives. LESSOR agrees to provide a copy to such policy of insurance to LESSEE at time of execution of this agreement.

5.02 To the extent allowable under law, LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based upon any tort which occurs on the Lease Premises, caused solely by LESSEE, its agent or employees.

5.03 LESSEE agrees that during the term of this lease, it shall have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than $100,000.00 per person and 300,000 per occurrence.

ARTICLE 6. MISCELLANEOUS

6.01 This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

6.02 LESSEE will not cause to be conducted upon the premises any trade or business, which increases the rate of insurance premiums on the Leased Premises, building(s) or contents.

6.03 LESSEE will permit LESSOR at reasonable times to make such repairs as it may deem necessary for the protection of the premises.

6.04 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of parties created hereunder are performable in Hidalgo County, Texas.

6.05 Commitment of Current Revenues Only. In the event that, during any term hereof, either party hereto does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then such party may terminate this Agreement upon sixty (60) days written notice to the other party. Both parties agree, however to use their best efforts to secure funds necessary for the continued

performance of this Agreement. The parties intend these provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the parties.

6.06 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSEE's program.

WAVIER OF BREACH

A wavier by either LESSOR or LESSEE of a breach of this Lease by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of the Lease.

ARTICLE 7. MISCELLANEOUS

Notices and Addresses

7.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

LESSOR:	LESSEE:
Galilean Apartments 3817 Veterans Boulevard Edinburg, TX 78539	Hidalgo County Head Start Program Attn: Teresa Flores, Executive Director P.O. Box 0117 Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid illegal, or unenforceable provision had never been included in the agreement.

Prior Agreement

This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and cost incurred to enforce the Lease. As awarded by a court of competent jurisdictions.

Force Majeure

Neither LESSOR nor LESSEE shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of LESSOR or LESSEE and which by the exercise of due diligence LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

Estoppel Information

LESSEE shall, at the request of LESSOR, provide any and all information with respect to this Lease to any person designated by LESSOR.

Time of Essence

Time is of the essence of this agreement.

THE UNDERSIGNED LESSOR and LESSEE execute this Lease on the day_____

of _____, 2014

LESSOR:

BY: _____

LESSEE:

BY: _____ BY: _____
Ramon Garcia, County Judge Teresa Flores, Executive Director

ATTEST:

BY: _____
Arturo Guajardo, Jr.
Hidalgo County Clerk

APPROVED AS TO FORM:
Oxford & Gonzalez

BY: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

BY: _____
Stephen Crain

Date Approved by Policy Council: November 19, 2014
Date Approved by County Commissioner: December 2, 2014

EXHIBIT “A”

Property being described all of lot 1, Galilean Apartments, Subdivision an addition to the City of Edinburg, Hidalgo County, TX. According to the plat thereof recorded in Volume 45, page 83. Designated as Head Start classrooms, administrative space, including the parking areas and outside playground for recreational activities.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE AGREEMENT BETWEEN
PADRE DE VIDA APARTMENTS AND
HIDALGO COUNTY

This Lease is made and entered into by and between Padre de Vida Apartments herein referred to as the "LESSOR" and Hidalgo County through the Head Start Program, herein referred to as the "LESSEE" in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, LESSOR demises and leases to LESSEE, and LESSEE leases from LESSOR, that certain described real property on which Head Start Building lies on and is situated at 3900 South Ware Road, McAllen, Texas, 78501 more particularly described on Exhibit "A", attached.
Premises" known by lessee as "McAllen IV Head Start" or "the Leased Premises."

ARTICLE 1. TERMS AND RENT

1.01 The Leased Premises shall be used for the purpose of HEAD START CLASSROOMS AND FOR HEAD START PARENTS' MEETING subject to the special terms (if any) which may be listed below. Enrollment will be available to the area residents with special consideration given to "Head Start eligible" residents of the Padre De Vida Apartments. The Leased Premises are deemed for the purposes of this Agreement to constitute all 100% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease shall be for twelve (12) months commencing on December 3, 2014 ("commencement date") and ending on December 2, 2015 ("termination date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.03, hereof.

Renewal or Termination

1.03 Provided LESSEE has not defaulted in any of the terms conditions or provisions thereof, LESSEE shall be given the right of renewal to extend the term of the lease hereof, commencing on the first day of December 2015, on the same terms and conditions for a term as may be subsequently agreed to upon by both parties.

Either LESSEE or LESSOR shall have the right to terminate the Lease Agreement with or without cause with sixty (60) days written notice to the other.

1.04 LESSEE shall comply with the Texas Department of Human Services Inspection in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 LESSEE agrees to pay LESSOR the maximum rent amount of $6,000.00 in twelve (12) equal monthly payments of $500.00 per month payable on the 1st day of each month. Payment shall be mailed to 3900 South Ware Road, McAllen, Texas, 78501.

1.06 LESSOR covenants and agrees that LESSEE on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on LESSEE'S part to be kept or performed, shall lawfully and

quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or disruption by LESSOR or any person claiming under LESSOR except such portion of the Leased Premises, if any as shall be taken under the power of eminent domain.

LESSEE shall accept possession of Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this lease either expires or terminates as provided herein

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently owned by LESSOR.

ARTICLE 3. MAINTENANCE ON PREMISES

3.01 LESSEE agrees to maintain the Leased Premises in condition suitable for use for which this lease is intended.

3.02 LESSOR will keep all and singular the Leased Premises, including all of LESSOR'S fixtures, appurtenances, equipment and machinery in such repair as the same at the commencement of the term. All repairs shall be at LESSOR'S expense and shall remain the property of the LESSOR at the termination of the lease. Reasonable use and wearing of said fixtures, appurtenances, equipment and machinery, damage

thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

3.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

3.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this lease will be terminated and shall not be in force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by Agreement.

3.05 It is agreed that all permanent improvements made to or furnished by the LESSEE on the Leased Premises shall be deemed to be and shall become part of the realty and shall belong to LESSOR upon expiration of the Lease or any extension hereof; provided, however that all window air condition units, carpeting and lighting fixtures shall be deemed chattels temporarily attached to realty and shall remain the personal property of LESSEE and may be removed upon termination of the Lease or any extension hereof; provided, further, that all removal of such chattels will not damage the permanent improvement and if removed, shall be deemed the property of LESSEE and may be removed upon termination of the Lease.

3.06 LESSEE may make minor alterations such as painting the interior or exterior of said building, but if major alterations which might adversely affect the exterior or interior of said building are desired by the LESSEE, such alteration shall not be made, nor signs erected without the written consent of LESSOR.

3.07 LESSOR shall maintain the building roof, air conditioner, heating system during the lease of the building and will provide all major repairs at its own expense.

ARTICLE 4. UTILITIES

Utility Charge

4.01 LESSEE shall pay the charges for the water, sewer, garbage, trash pickup services, telephone, gas and electricity furnished to the Lease Premises during the term of this lease.

ARTICLE 5. INSURANCE AND INDEMNITY

Property Insurance

5.01 LESSOR shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), or equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease Premises shall have been put in proper condition for use and habitation, by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or its legal representatives. LESSOR agrees to provide a copy to such policy of insurance to LESSEE at time of execution of this agreement.

5.02 To the extent allowable under law, LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based upon any

tort which occurs on the Lease Premises, caused solely by LESSEE, its agent or employees.

5.03 LESSEE agrees that during the term of this lease, it shall have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than $100,000.00 per person and 300,000 per occurrence.

ARTICLE 6. MISCELLANEOUS

6.01 This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

6.02 LESSEE will not cause to be conducted upon the premises any trade or business, which increases the rate of insurance premiums on the Leased Premises, building(s) or contents.

6.03 LESSEE will permit LESSOR at reasonable times to make such repairs as it may deem necessary for the protection of the premises.

6.04 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of parties created hereunder are performable in Hidalgo County, Texas.

6.05 Commitment of Current Revenues Only. In the event that, during any term hereof, either party hereto does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then such party may terminate this Agreement upon sixty (60) days written notice to the other party. Both parties agree,

however to use their best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend these provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the parties.

6.06 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSEE's program.

WAVIER OF BREACH

A wavier by either LESSOR or LESSEE of a breach of this Lease by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of the Lease.

ARTICLE 7. MISCELLANEOUS

Notices and Addresses

7.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

LESSOR:	LESSEE:
Padre de Vida Apartments 3900 South Ware Road McAllen, TX 78501	Hidalgo County Head Start Program Attn: Teresa Flores, Executive Director P.O. Box 0117 Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid illegal, or unenforceable provision had never been included in the agreement.

Prior Agreement

This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and cost incurred to enforce the Lease. As awarded by a court of competent jurisdictions.

Force Majeure

Neither LESSOR nor LESSEE shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of LESSOR or LESSEE and which by the exercise of due diligence LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

Estoppel Information

LESSEE shall, at the request of LESSOR, provide any and all information with respect to this Lease to any person designated by LESSOR.

Time of Essence

Time is of the essence of this agreement.

THE UNDERSIGNED LESSOR and LESSEE execute this Lease on the day_____

of _____, 2014

LESSOR:

BY: _____

LESSEE:

BY: _____ BY: _____
Ramon Garcia, County Judge Teresa Flores, Executive Director

ATTEST:

BY: _____
Arturo Guajardo, Jr.
Hidalgo County Clerk

APPROVED AS TO FORM:
Oxford & Gonzalez

BY: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

BY: _____
Stephen Crain

Date Approved by Policy Council: November 19, 2014
Date Approved by County Commissioner: December 2, 2014

EXHIBIT “A”

Property being described, all of lot 5, Padre de Vida Apartments, subdivision and addition to the City of McAllen, Hidalgo County, Texas. According to the plat thereof recorded in Volume W, page 197. Designated as Head Start classrooms, administrative space, including the parking areas and outside playground for recreational activities.

§
COUNTY OF HIDALGO §

LEASE AGREEMENT BETWEEN
EL PATRIMONIO APARTMENTS AND
HIDALGO COUNTY

This Lease is made and entered into by and between El Patrimonio Apartments herein referred to as the "LESSOR" and Hidalgo County through the Head Start Program, herein referred to as the "LESSEE" in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, LESSOR demises and leases to LESSEE, and LESSEE leases from LESSOR, that certain described real property on which Head Start Building lies on and is situated at 2601 Sarah Avenue, McAllen, Texas, 78502 more particularly described on Exhibit "A", attached.
Premises" known by lessee as "McAllen VI Head Start" or "the Leased Premises."

ARTICLE 1. TERMS AND RENT

1.01 The Leased Premises shall be used for the purpose of HEAD START CLASSROOMS AND FOR HEAD START PARENTS' MEETING subject to the special terms (if any) which may be listed below. Enrollment will be available to the area residents with special consideration given to "Head Start eligible" residents of the El Patrimonio Apartments. The Leased Premises are deemed for the purposes of this Agreement to constitute all 100% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease

shall be for twelve (12) months commencing on December 3, 2014 ("commencement date") and ending on December 2, 2015 ("termination date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.03, hereof.

Renewal or Termination

1.03 Provided LESSEE has not defaulted in any of the terms conditions or provisions thereof, LESSEE shall be given the right of renewal to extend the term of the lease hereof, commencing on the first day of December 2015, on the same terms and conditions for a term as may be subsequently agreed to upon by both parties.

Either LESSEE or LESSOR shall have the right to terminate the Lease Agreement with or without cause with sixty (60) days written notice to the other.

1.04 LESSEE shall comply with the Texas Department of Human Services Inspection in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 LESSEE agrees to pay LESSOR the maximum rent amount of $6,000.00 in twelve (12) equal monthly payments of $500.00 per month payable on the 1st day of each month. Payment shall be mailed to 2601 Sarah Avenue, McAllen, Texas 78502.

1.06 LESSOR covenants and agrees that LESSEE on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on LESSEE'S part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or disruption by LESSOR or any person claiming under LESSOR

except such portion of the Leased Premises, if any as shall be taken under the power of eminent domain.

LESSEE shall accept possession of Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this Lease either expires or terminates as provided herein

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently owned by LESSOR.

ARTICLE 3. MAINTENANCE ON PREMISES

3.01 LESSEE agrees to maintain the Leased Premises in condition suitable for use for which this lease is intended.

3.02 LESSOR will keep all and singular the Leased Premises, including all of LESSOR'S fixtures, appurtenances, equipment and machinery in such repair as the same at the commencement of the term. All repairs shall be at LESSOR'S expense and shall remain the property of the LESSOR at the termination of the lease. Reasonable use and wearing of said fixtures, appurtenances, equipment and machinery, damage thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

3.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

3.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this lease will be terminated and shall not be in force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by Agreement.

3.05 It is agreed that all permanent improvements made to or furnished by the LESSEE on the Leased Premises shall be deemed to be and shall become part of the realty and shall belong to LESSOR upon expiration of the Lease or any extension hereof; provided, however that all window air condition units, carpeting and lighting fixtures shall be deemed chattels temporarily attached to realty and shall remain the personal property of LESSEE and may be removed upon termination of the Lease or any extension hereof; provided, further, that all removal of such chattels will not damage the permanent improvement and if removed, shall be deemed the property of LESSEE and may be removed upon termination of the Lease.

3.06 LESSEE may make minor alterations such as painting the interior or exterior of said building, but if major alterations which might adversely affect the exterior or interior of said building are desired by the LESSEE, such alteration shall not be made, nor signs erected without the written consent of LESSOR.

3.07 LESSOR shall maintain the building roof, air conditioner, heating system during the lease of the building and will provide all major repairs at its own expense.

ARTICLE 4. UTILITIES

Utility Charge

4.01 LESSEE shall pay the charges for the water, sewer, garbage, trash pickup services, telephone, gas and electricity furnished to the Lease Premises during the term of this lease.

ARTICLE 5. INSURANCE AND INDEMNITY

Property Insurance

5.01 LESSOR shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), or equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease Premises shall have been put in proper condition for use and habitation, by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or its legal representatives. LESSOR agrees to provide a copy to such policy of insurance to LESSEE at time of execution of this agreement.

5.02 To the extent allowable under law, LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based upon any tort which occurs on the Lease Premises, caused solely by LESSEE, its agent or employees.

5.03 LESSEE agrees that during the term of this lease, it shall have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than $100,000.00 per person and 300,000 per occurrence.

ARTICLE 6. MISCELLANEOUS

6.01 This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

6.02 LESSEE will not cause to be conducted upon the premises any trade or business, which increases the rate of insurance premiums on the Leased Premises, building(s) or contents.

6.03 LESSEE will permit LESSOR at reasonable times to make such repairs as it may deem necessary for the protection of the premises.

6.04 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of parties created hereunder are performable in Hidalgo County, Texas.

6.05 Commitment of Current Revenues Only. In the event that, during any term hereof, either party hereto does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then such party may terminate this Agreement upon sixty (60) days written notice to the other party. Both parties agree, however to use their best efforts to secure funds necessary for the continued

performance of this Agreement. The parties intend these provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the parties.

6.06 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSEE's program.

WAVIER OF BREACH

A wavier by either LESSOR or LESSEE of a breach of this Lease by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of the Lease.

ARTICLE 7. MISCELLANEOUS

Notices and Addresses

7.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

LESSOR:	LESSEE:
El Patrimonio Apartments 2601 Sarah Avenue McAllen, Texas 78502	Hidalgo County Head Start Program Attn: Teresa Flores, Executive Director P.O. Box 0117 Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid illegal, or unenforceable provision had never been included in the agreement.

Prior Agreement

This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and cost incurred to enforce the Lease. As awarded by a court of competent jurisdictions.

Force Majeure

Neither LESSOR nor LESSEE shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of LESSOR or LESSEE and which by the exercise of due diligence LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

Estoppel Information

LESSEE shall, at the request of LESSOR, provide any and all information with respect to this Lease to any person designated by LESSOR.

Time of Essence

Time is of the essence of this agreement.

THE UNDERSIGNED LESSOR and LESSEE execute this Lease on the day_____

of _____, 2014

LESSOR:

BY: _____

LESSEE:

BY: _____ BY: _____
Ramon Garcia, County Judge Teresa Flores, Executive Director

ATTEST:

BY: _____
Arturo Guajardo, Jr.
Hidalgo County Clerk

APPROVED AS TO FORM:
Oxford & Gonzalez

BY: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

BY: _____
Stephen Crain

Date Approved by Policy Council: November 20, 2014
Date Approved by County Commissioner: December 2, 2014

EXHIBIT “A”

Property being described, all of lot 1, El Patrimonio Apartments, subdivision an addition to the City of McAllen, Hidalgo County, Texas. According to the plat thereof recorded in Volume 45, page 44. Designated as Head Start classroom, administrative space, including the parking areas and outside playground for recreational activities.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE AGREEMENT BETWEEN
LA HERENCIA APARTMENTS AND
HIDALGO COUNTY

This Lease is made and entered into by and between La Herencia Apartments herein referred to as the "LESSOR" and Hidalgo County through the Head Start Program, herein referred to as the "LESSEE" in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, LESSOR demises and leases to LESSEE, and LESSEE leases from LESSOR, that certain described real property on which Head Start Building lies on and is situated at 100 La Herencia, Mercedes TX, 78570 more particularly described on Exhibit "A", attached

Premises" known by lessee as "La Herencia Head Start" or "the Leased Premises."

ARTICLE 1. TERMS AND RENT

1.01 The Leased Premises shall be used for the purpose of HEAD START CLASSROOMS AND FOR HEAD START PARENTS' MEETING subject to the special terms (if any) which may be listed below. Enrollment will be available to the area residents with special consideration given to "Head Start eligible" residents of the La Herencia Apartments. The Leased Premises are deemed for the purposes of this Agreement to constitute all 100% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease shall be for twelve (12) months commencing on December 3, 2014 ("commencement date") and ending on December 2, 2015 ("termination date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.03, hereof.

Renewal or Termination

1.03 Provided LESSEE has not defaulted in any of the terms conditions or provisions thereof, LESSEE shall be given the right of renewal to extend the term of the lease hereof, commencing on the first day of December, 2015, on the same terms and conditions for a term as may be subsequently agreed to upon by both parties.

Either LESSEE or LESSOR shall have the right to terminate the Lease Agreement with or without cause with sixty (60) days written notice to the other.

1.04 LESSEE shall comply with the Texas Department of Human Services Inspection in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 LESSEE agrees to pay LESSOR the maximum rent amount of $3,600.00 in twelve (12) equal monthly payments of $300.00 per month payable on the 1st day of each month. Payment shall be mailed to 100 La Herencia, Mercedes, Texas 78570.

1.06 LESSOR covenants and agrees that LESSEE on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on LESSEE'S part to be kept or performed, shall lawfully and

quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or disruption by LESSOR or any person claiming under LESSOR except such portion of the Leased Premises, if any as shall be taken under the power of eminent domain.

LESSEE shall accept possession of Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this lease either expires or terminates as provided herein

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently owned by LESSOR.

ARTICLE 3. MAINTENANCE ON PREMISES

3.01 LESSEE agrees to maintain the Leased Premises in condition suitable for use for which this lease is intended.

3.02 LESSOR will keep all and singular the Leased Premises, including all of LESSOR'S fixtures, appurtenances, equipment and machinery in such repair as the same at the commencement of the term. All repairs shall be at LESSOR'S expense and shall remain the property of the LESSOR at the termination of the lease. Reasonable use and wearing of said fixtures, appurtenances, equipment and machinery, damage

thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

3.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

3.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this lease will be terminated and shall not be in force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by Agreement.

3.05 It is agreed that all permanent improvements made to or furnished by the LESSEE on the Leased Premises shall be deemed to be and shall become part of the realty and shall belong to LESSOR upon expiration of the Lease or any extension hereof; provided, however that all window air condition units, carpeting and lighting fixtures shall be deemed chattels temporarily attached to realty and shall remain the personal property of LESSEE and may be removed upon termination of the Lease or any extension hereof; provided, further, that all removal of such chattels will not damage the permanent improvement and if removed, shall be deemed the property of LESSEE and may be removed upon termination of the Lease.

3.06 LESSEE may make minor alterations such as painting the interior or exterior of said building, but if major alterations which might adversely affect the exterior or interior of said building are desired by the LESSEE, such alteration shall not be made, nor signs erected without the written consent of LESSOR.

3.07 LESSOR shall maintain the building roof, air conditioner, heating system during the lease of the building and will provide all major repairs at its own expense.

ARTICLE 4. UTILITIES

Utility Charge

4.01 LESSEE shall pay the charges for the water, sewer, garbage, trash pickup services, telephone, gas and electricity furnished to the Lease Premises during the term of this lease.

ARTICLE 5. INSURANCE AND INDEMNITY

Property Insurance

5.01 LESSOR shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), or equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease Premises shall have been put in proper condition for use and habitation, by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or its legal representatives. LESSOR agrees to provide a copy to such policy of insurance to LESSEE at time of execution of this agreement.

5.02 To the extent allowable under law, LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based upon any

tort which occurs on the Lease Premises, caused solely by LESSEE, its agent or employees.

5.03 LESSEE agrees that during the term of this lease, it shall have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than $100,000.00 per person and 300,000 per occurrence.

ARTICLE 6. MISCELLANEOUS

6.01 This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

6.02 LESSEE will not cause to be conducted upon the premises any trade or business, which increases the rate of insurance premiums on the Leased Premises, building(s) or contents.

6.03 LESSEE will permit LESSOR at reasonable times to make such repairs as it may deem necessary for the protection of the premises.

6.04 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of parties created hereunder are performable in Hidalgo County, Texas.

6.05 Commitment of Current Revenues Only. In the event that, during any term hereof, either party hereto does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then such party may terminate this Agreement upon sixty (60) days written notice to the other party. Both parties agree,

however to use their best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend these provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the parties.

6.06 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSEE's program.

WAVIER OF BREACH

A wavier by either LESSOR or LESSEE of a breach of this Lease by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of the Lease.

ARTICLE 7. MISCELLANEOUS

Notices and Addresses

7.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

LESSOR:	LESSEE:
La Herencia Apartments 100 La Herencia Mercedes, TX 78570	Hidalgo County Head Start Program Attn: Teresa Flores, Executive Director P.O. Box 0117 Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid illegal, or unenforceable provision had never been included in the agreement.

Prior Agreement

This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and cost incurred to enforce the Lease. As awarded by a court of competent jurisdictions.

Force Majeure

Neither LESSOR nor LESSEE shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of LESSOR or LESSEE and which by the exercise of due diligence LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

Estoppel Information

LESSEE shall, at the request of LESSOR, provide any and all information with respect to this Lease to any person designated by LESSOR.

Time of Essence

Time is of the essence of this agreement.

THE UNDERSIGNED LESSOR and LESSEE execute this Lease on the day_____

of _____, 2014

LESSOR:

BY: _____

LESSEE:

BY: _____ BY: _____
Ramon Garcia, County Judge Teresa Flores, Executive Director

ATTEST:

BY: _____
Arturo Guajardo, Jr.
Hidalgo County Clerk

APPROVED AS TO FORM:
Oxford & Gonzalez

BY: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

BY: _____
Stephen Crain

Date Approved by Policy Council: November 19, 2014
Date Approved by County Commissioner: December 2, 2014

EXHIBIT “A”

Property being described all of lot 1, La Herencia Apartments, subdivision an addition to the City of Mercedes, Hidalgo County, Texas. According to the plat thereof recorded in Volume 1, page 2. Designated as Head Start classrooms, administrative space, including the parking areas and outside playground for recreational activities.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE AGREEMENT BETWEEN
LA ESTANCIA APARTMENTS AND
HIDALGO COUNTY

This Lease is made and entered into by and between La Estancia Apartments herein referred to as the "LESSOR" and Hidalgo County through the Head Start Program, herein referred to as the "LESSEE" in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, LESSOR demises and leases to LESSEE, and LESSEE leases from LESSOR, that certain described real property on which Head Start Building lies on and is situated at 3601 East Mile 8 North, Weslaco, TX 78596 more particularly described on Exhibit "A", attached.
Premises" known by lessee as "Mercedes II Head Start" or "the Leased Premises."

ARTICLE 1. TERMS AND RENT

1.01 The Leased Premises shall be used for the purpose of HEAD START CLASSROOMS AND FOR HEAD START PARENTS' MEETING subject to the special terms (if any) which may be listed below. Enrollment will be available to the area residents with special consideration given to "Head Start eligible" residents of the La Estancia Apartments. The Leased Premises are deemed for the purposes of this Agreement to constitute all 100% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease

shall be for twelve (12) months commencing on December 3, 2014 ("commencement date") and ending on December 2, 2015 ("termination date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.03, hereof.

Renewal or Termination

1.03 Provided LESSEE has not defaulted in any of the terms conditions or provisions thereof, LESSEE shall be given the right of renewal to extend the term of the lease hereof, commencing on the first day of December 2015, on the same terms and conditions for a term as may be subsequently agreed to upon by both parties.

Either LESSEE or LESSOR shall have the right to terminate the Lease Agreement with or without cause with sixty (60) days written notice to the other.

1.04 LESSEE shall comply with the Texas Department of Human Services Inspection in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 LESSEE agrees to pay LESSOR the maximum rent amount of $3,600.00 in twelve (12) equal monthly payments of $300.00 per month payable on the 1st day of each month. Payment shall be mailed to 3601 East Mile 8 North, Weslaco, Texas, 78596.

1.06 LESSOR covenants and agrees that LESSEE on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on LESSEE'S part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease

without hindrance or disruption by LESSOR or any person claiming under LESSOR except such portion of the Leased Premises, if any as shall be taken under the power of eminent domain.

LESSEE shall accept possession of Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this lease either expires or terminates as provided herein

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently owned by LESSOR.

ARTICLE 3. MAINTENANCE ON PREMISES

3.01 LESSEE agrees to maintain the Leased Premises in condition suitable for use for which this lease is intended.

3.02 LESSOR will keep all and singular the Leased Premises, including all of LESSOR'S fixtures, appurtenances, equipment and machinery in such repair as the same at the commencement of the term. All repairs shall be at LESSOR'S expense and shall remain the property of the LESSOR at the termination of the lease. Reasonable use and wearing of said fixtures, appurtenances, equipment and machinery, damage thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

3.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

3.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this lease will be terminated and shall not be in force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by Agreement.

3.05 It is agreed that all permanent improvements made to or furnished by the LESSEE on the Leased Premises shall be deemed to be and shall become part of the realty and shall belong to LESSOR upon expiration of the Lease or any extension hereof; provided, however that all window air condition units, carpeting and lighting fixtures shall be deemed chattels temporarily attached to realty and shall remain the personal property of LESSEE and may be removed upon termination of the Lease or any extension hereof; provided, further, that all removal of such chattels will not damage the permanent improvement and if removed, shall be deemed the property of LESSEE and may be removed upon termination of the Lease.

3.06 LESSEE may make minor alterations such as painting the interior or exterior of said building, but if major alterations which might adversely affect the exterior or interior of said building are desired by the LESSEE, such alteration shall not be made, nor signs erected without the written consent of LESSOR.

3.07 LESSOR shall maintain the building roof, air conditioner, heating system during the lease of the building and will provide all major repairs at its own expense.

ARTICLE 4. UTILITIES

Utility Charge

4.01 LESSEE shall pay the charges for the water, sewer, garbage, trash pickup services, telephone, gas and electricity furnished to the Lease Premises during the term of this lease.

ARTICLE 5. INSURANCE AND INDEMNITY

Property Insurance

5.01 LESSOR shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), or equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease Premises shall have been put in proper condition for use and habitation, by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or its legal representatives. LESSOR agrees to provide a copy to such policy of insurance to LESSEE at time of execution of this agreement.

5.02 To the extent allowable under law, LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based upon any tort which occurs on the Lease Premises, caused solely by LESSEE, its agent or employees.

5.03 LESSEE agrees that during the term of this lease, it shall have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than $100,000.00 per person and 300,000 per occurrence.

ARTICLE 6. MISCELLANEOUS

6.01 This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

6.02 LESSEE will not cause to be conducted upon the premises any trade or business, which increases the rate of insurance premiums on the Leased Premises, building(s) or contents.

6.03 LESSEE will permit LESSOR at reasonable times to make such repairs as it may deem necessary for the protection of the premises.

6.04 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of parties created hereunder are performable in Hidalgo County, Texas.

6.05 Commitment of Current Revenues Only. In the event that, during any term hereof, either party hereto does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then such party may terminate this Agreement upon sixty (60) days written notice to the other party. Both parties agree, however to use their best efforts to secure funds necessary for the continued

performance of this Agreement. The parties intend these provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the parties.

6.06 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSEE's program.

WAVIER OF BREACH

A wavier by either LESSOR or LESSEE of a breach of this Lease by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of the Lease.

ARTICLE 7. MISCELLANEOUS

Notices and Addresses

7.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

LESSOR:	LESSEE:
La Estancia Apartments 3601 East Mile 8 North Weslaco, Texas 78596	Hidalgo County Head Start Program Attn: Teresa Flores, Executive Director P.O. Box 0117 Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid illegal, or unenforceable provision had never been included in the agreement.

Prior Agreement

This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and cost incurred to enforce the Lease. As awarded by a court of competent jurisdictions.

Force Majeure

Neither LESSOR nor LESSEE shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of LESSOR or LESSEE and which by the exercise of due diligence LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

Estoppel Information

LESSEE shall, at the request of LESSOR, provide any and all information with respect to this Lease to any person designated by LESSOR.

Time of Essence

Time is of the essence of this agreement.

THE UNDERSIGNED LESSOR and LESSEE execute this Lease on the day_____

of _____, 2014

LESSOR:

BY: _____

LESSEE:

BY: _____ BY: _____
Ramon Garcia, County Judge Teresa Flores, Executive Director

ATTEST:

BY: _____
Arturo Guajardo, Jr.
Hidalgo County Clerk

APPROVED AS TO FORM:
Oxford & Gonzalez

BY: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

BY: _____
Stephen Crain

Date Approved by Policy Council: November 19, 2014
Date Approved by County Commissioner: December 2, 2014

EXHIBIT “A”

Property being described all of lot 1, La Estancia Apartments, subdivision an addition to the City of Weslaco, Hidalgo County, Texas. According to the plat thereof recorded in Volume 45, pages 34-37. Designated as Head Start classrooms, administrative space, including the parking areas and outside playground for recreational activities.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE AGREEMENT BETWEEN
TEXAS VALLEY COMMUNITIES FOUNDATION AND
HIDALGO COUNTY

This Lease is made and entered into by and between Texas Valley Communities Foundation herein referred to as the "LESSOR" and Hidalgo County through the Head Start Program, herein referred to as the "LESSEE" in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, LESSOR demises and leases to LESSEE, and LESSEE leases from LESSOR, that certain described real property on which Head Start Building lies on and is situated at 1100 West Expressway 83, Mercedes, Texas 78570 more particularly described on Exhibit "A", attached

Premises" known by lessee as "Mercedes I Head Start" or "the Leased Premises."

ARTICLE 1. TERMS AND RENT

1.01 The Leased Premises shall be used for the purpose of HEAD START CLASSROOMS AND FOR HEAD START PARENTS' MEETING subject to the special terms (if any) which may be listed below. The Leased Premises are deemed for the purposes of this Agreement to constitute all 100% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease shall be for twelve (12) months commencing on December 3, 2014 (“commencement date”) and ending on December 2, 2015 (“termination date”) unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.03, hereof.

Renewal or Termination

1.03 Provided LESSEE has not defaulted in any of the terms conditions or provisions thereof, LESSEE shall be given the right of renewal to extend the term of the lease hereof, commencing on the first day of December, 2015, on the same terms and conditions for a term as may be subsequently agreed to upon by both parties.

Either LESSEE or LESSOR shall have the right to terminate the Lease Agreement with or without cause with sixty (60) days written notice to the other.

1.04 LESSEE shall comply with the Texas Department of Human Services Inspection in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 LESSEE agrees to pay LESSOR the maximum rent amount of $3,000.00 in twelve (12) equal monthly payments of $250.00 per month payable on the 1st day of each month. Payment shall be mailed to P.O. BOX 1168 Mercedes, Texas 78570-1168.

1.06 LESSOR covenants and agrees that LESSEE on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on LESSEE’S part to be kept or performed, shall lawfully and

quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or disruption by LESSOR or any person claiming under LESSOR except such portion of the Leased Premises, if any as shall be taken under the power of eminent domain.

LESSEE shall accept possession of Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this lease either expires or terminates as provided herein

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently owned by LESSOR.

ARTICLE 3. MAINTENANCE ON PREMISES

3.01 LESSEE agrees to maintain the Leased Premises in condition suitable for use for which this lease is intended.

3.02 LESSEE will keep all and singular the Leased Premises, including all of LESSEE'S fixtures, appurtenances, equipment and machinery in such repair as the same at the commencement of the term. All repairs shall be at LESSEE'S expense and shall remain the property of the LESSEE at the termination of the lease. Reasonable use and wearing of said fixtures, appurtenances, equipment and machinery, damage

thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

3.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

3.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this lease will be terminated and shall not be in force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by Agreement.

3.05 It is agreed that all permanent improvements made to or furnished by the LESSEE on the Leased Premises shall be deemed to be and shall become part of the realty and shall belong to LESSEE upon expiration of the Lease or any extension hereof; provided, however that all window air condition units, carpeting and lighting fixtures shall be deemed chattels temporarily attached to realty and shall remain the personal property of LESSEE and may be removed upon termination of the Lease or any extension hereof; provided, further, that all removal of such chattels will not damage the permanent improvement and if removed, shall be deemed the property of LESSEE and may be removed upon termination of the Lease.

3.07 LESSEE shall maintain the building roof, air conditioner, heating system during the lease of the building and will provide all major repairs at its own expense.

ARTICLE 4. UTILITIES

Utility Charge

4.01 LESSEE shall pay the charges for the water, sewer, garbage, trash pickup services, telephone, gas and electricity furnished to the Lease Premises during the term of this lease.

ARTICLE 5. INSURANCE AND INDEMNITY

Property Insurance

5.01 LESSEE shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), or equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease Premises shall have been put in proper condition for use and habitation, by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or its legal representatives. 5.02

To the extent allowable under law, LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based upon any tort which occurs on the Lease Premises, caused solely by LESSEE, its agent or employees.

5.03 LESSEE agrees that during the term of this lease, it shall have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than $100,000.00 per person and 300,000 per occurrence.

ARTICLE 6. MISCELLANEOUS

6.01 This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

6.02 LESSEE will not cause to be conducted upon the premises any trade or business, which increases the rate of insurance premiums on the Leased Premises, building(s) or contents.

6.03 LESSEE will permit LESSOR at reasonable times to make such repairs as it may deem necessary for the protection of the premises.

6.04 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of parties created hereunder are performable in Hidalgo County, Texas.

6.05 Commitment of Current Revenues Only. In the event that, during any term hereof, either party hereto does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then such party may terminate this Agreement upon sixty (60) days written notice to the other party. Both parties agree, however to use their best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend these provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the parties.

WAVIER OF BREACH

A wavier by either LESSOR or LESSEE of a breach of this Lease by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of the Lease.

ARTICLE 7. MISCELLANEOUS

Notices and Addresses

7.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

LESSOR:	LESSEE:
Texas Valley Communities Foundation P.O. BOX 1168 Mercedes, Texas, 78570-1168	Hidalgo County Head Start Program Attn: Teresa Flores, Executive Director P.O. Box 0117 Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid illegal, or unenforceable provision had never been included in the agreement.

Prior Agreement

This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and cost incurred to enforce the Lease. As awarded by a court of competent jurisdictions.

Force Majeure

Neither LESSOR nor LESSEE shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within

the control of LESSOR or LESSEE and which by the exercise of due diligence LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

Estoppel Information

LESSEE shall, at the request of LESSOR, provide any and all information with respect to this Lease to any person designated by LESSOR.

Time of Essence

Time is of the essence of this agreement.

THE UNDERSIGNED LESSOR and LESSEE execute this Lease on the day_____

of _____, 2014

LESSEE:

BY: _____ BY: _____
Ramon Garcia, County Judge Teresa Flores, Executive Director

LESSOR:

BY: _____

ATTEST:

BY: _____
Arturo Guajardo, Jr.
Hidalgo County Clerk

APPROVED AS TO FORM:
Oxford & Gonzalez

BY: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

BY: _____
Stephen Crain

Date Approved by Policy Council: November 19, 2014
Date Approved by County Commissioner: December 2, 2014

EXHIBIT “A”

Property being described, lying in and being situated in 1.49 Acre Tract of Land, Blocks 72,71 of Original Town of Mercedes, Hidalgo County, Texas, as Recorded in Volume “U” Page 20 of map records of Hidalgo County, including playground for recreational activities.

EXHIBIT “A”

Property being described, lying in and being situated in 1.49 Acre Tract of Land, Blocks 72,71 of Original Town of Mercedes, Hidalgo County, Texas, as Recorded in Volume “U” Page 20 of map records of Hidalgo County, including playground for recreational activities.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE AGREEMENT BETWEEN
PUEBLO DE PAZ APARTMENTS AND
HIDALGO COUNTY

This Lease is made and entered into by and between Pueblo de Paz Apartments herein referred to as the "LESSOR" and Hidalgo County through the Head Start Program, herein referred to as the "LESSEE" in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, LESSOR demises and leases to LESSEE, and LESSEE leases from LESSOR, that certain described real property on which Head Start Building lies on and is situated at 3401 North Mayberry, Mission, Texas 78572 more particularly described on Exhibit "A", attached.
Premises" known by lessee as "Mission III Head Start" or "the Leased Premises."

ARTICLE 1. TERMS AND RENT

1.01 The Leased Premises shall be used for the purpose of HEAD START CLASSROOMS AND FOR HEAD START PARENTS' MEETING subject to the special terms (if any) which may be listed below. Enrollment will be available to the area residents with special consideration given to "Head Start eligible" residents of the Pueblo De Paz Apartments. The Leased Premises are deemed for the purposes of this Agreement to constitute all 100% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease shall be for twelve (12) months commencing on December 3, 2014 ("commencement date") and ending on December 2, 2015 ("termination date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.03, hereof.

Renewal or Termination

1.03 Provided LESSEE has not defaulted in any of the terms conditions or provisions thereof, LESSEE shall be given the right of renewal to extend the term of the lease hereof, commencing on the first day of December, 2015, on the same terms and conditions for a term as may be subsequently agreed to upon by both parties.

Either LESSEE or LESSOR shall have the right to terminate the Lease Agreement with or without cause with sixty (60) days written notice to the other.

1.04 LESSEE shall comply with the Texas Department of Human Services Inspection in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 LESSEE agrees to pay LESSOR the maximum rent amount of $6,000.00 in twelve (12) equal monthly payments of $500.00 per month payable on the 1st day of each month. Payment shall be mailed to 3401 North Mayberry, Mission, Texas 78572.

1.06 LESSOR covenants and agrees that LESSEE on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on LESSEE'S part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease

without hindrance or disruption by LESSOR or any person claiming under LESSOR except such portion of the Leased Premises, if any as shall be taken under the power of eminent domain.

LESSEE shall accept possession of Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this lease either expires or terminates as provided herein

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently owned by LESSOR.

ARTICLE 3. MAINTENANCE ON PREMISES

3.01 LESSEE agrees to maintain the Leased Premises in condition suitable for use for which this lease is intended.

3.02 LESSOR will keep all and singular the Leased Premises, including all of LESSOR'S fixtures, appurtenances, equipment and machinery in such repair as the same at the commencement of the term. All repairs shall be at LESSOR'S expense and shall remain the property of the LESSOR at the termination of the lease. Reasonable use and wearing of said fixtures, appurtenances, equipment and machinery, damage thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

3.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

3.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this lease will be terminated and shall not be in force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by Agreement.

3.05 It is agreed that all permanent improvements made to or furnished by the LESSEE on the Leased Premises shall be deemed to be and shall become part of the realty and shall belong to LESSOR upon expiration of the Lease or any extension hereof; provided, however that all window air condition units, carpeting and lighting fixtures shall be deemed chattels temporarily attached to realty and shall remain the personal property of LESSEE and may be removed upon termination of the Lease or any extension hereof; provided, further, that all removal of such chattels will not damage the permanent improvement and if removed, shall be deemed the property of LESSEE and may be removed upon termination of the Lease.

3.06 LESSEE may make minor alterations such as painting the interior or exterior of said building, but if major alterations which might adversely affect the exterior or interior of said building are desired by the LESSEE, such alteration shall not be made, nor signs erected without the written consent of LESSOR.

3.07 LESSOR shall maintain the building roof, air conditioner, heating system during the lease of the building and will provide all major repairs at its own expense.

ARTICLE 4. UTILITIES

Utility Charge

4.01 LESSEE shall pay the charges for the water, sewer, garbage, trash pickup services, telephone, gas and electricity furnished to the Lease Premises during the term of this lease.

ARTICLE 5. INSURANCE AND INDEMNITY

Property Insurance

5.01 LESSOR shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), or equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease Premises shall have been put in proper condition for use and habitation, by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or its legal representatives. LESSOR agrees to provide a copy to such policy of insurance to LESSEE at time of execution of this agreement.

5.02 To the extent allowable under law, LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based upon any tort which occurs on the Lease Premises, caused solely by LESSEE, its agent or employees.

5.03 LESSEE agrees that during the term of this lease, it shall have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than $100,000.00 per person and 300,000 per occurrence.

ARTICLE 6. MISCELLANEOUS

6.01 This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

6.02 LESSEE will not cause to be conducted upon the premises any trade or business, which increases the rate of insurance premiums on the Leased Premises, building(s) or contents.

6.03 LESSEE will permit LESSOR at reasonable times to make such repairs as it may deem necessary for the protection of the premises.

6.04 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of parties created hereunder are performable in Hidalgo County, Texas.

6.05 Commitment of Current Revenues Only. In the event that, during any term hereof, either party hereto does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then such party may terminate this Agreement upon sixty (60) days written notice to the other party. Both parties agree, however to use their best efforts to secure funds necessary for the continued

performance of this Agreement. The parties intend these provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the parties.

6.06 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSEE's program.

WAVIER OF BREACH

A wavier by either LESSOR or LESSEE of a breach of this Lease by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of the Lease.

ARTICLE 7. MISCELLANEOUS

Notices and Addresses

7.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

LESSOR:	LESSEE:
Pueblo de Paz Apartments 3401 N. Mayberry Mission, Texas 78572	Hidalgo County Head Start Program Attn: Teresa Flores, Executive Director P.O. Box 0117 Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid illegal, or unenforceable provision had never been included in the agreement.

Prior Agreement

This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and cost incurred to enforce the Lease. As awarded by a court of competent jurisdictions.

Force Majeure

Neither LESSOR nor LESSEE shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of LESSOR or LESSEE and which by the exercise of due diligence LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

Estoppel Information

LESSEE shall, at the request of LESSOR, provide any and all information with respect to this Lease to any person designated by LESSOR.

Time of Essence

Time is of the essence of this agreement.

THE UNDERSIGNED LESSOR and LESSEE execute this Lease on the day_____

of _____, 2014

LESSOR:

BY: _____

LESSEE:

BY: _____ BY: _____
Ramon Garcia, County Judge Teresa Flores, Executive Director

ATTEST:

BY: _____
Arturo Guajardo, Jr.
Hidalgo County Clerk

APPROVED AS TO FORM:
Oxford & Gonzalez

BY: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

BY: _____
Stephen Crain

Date Approved by Policy Council: November 20, 2014
Date Approved by County Commissioner: December 2, 2014

EXHIBIT “A”

Property described all of lot 1, Pueblo de Paz Apartments, subdivision an addition to the City of Mission, Hidalgo County, Texas. According to the plat thereof recorded in Volume 1, page 56. Designated as Head Start classrooms, administrative space, including the parking areas and outside playground for recreational activities.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE AGREEMENT BETWEEN
RIO DE VIDA APARTMENTS AND
HIDALGO COUNTY

This Lease is made and entered into by and between Rio de Vida Apartments herein referred to as the "LESSOR" and Hidalgo County through the Head Start Program, herein referred to as the "LESSEE" in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, LESSOR demises and leases to LESSEE, and LESSEE leases from LESSOR, that certain described real property on which Head Start Building lies on and is situated at 301 South Inspiration Road, Mission, Texas 78574 more particularly described on Exhibit "A", attached

Premises" known by lessee as "Mission IV Head Start" or "the Leased Premises."

ARTICLE 1. TERMS AND RENT

1.01 The Leased Premises shall be used for the purpose of HEAD START CLASSROOMS AND FOR HEAD START PARENTS' MEETING subject to the special terms (if any) which may be listed below. The Leased Premises are deemed for the purposes of this Agreement to constitute all 100% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease

shall be for twelve (12) months commencing on December 3, 2014 ("commencement date") and ending on December 2, 2015 ("termination date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.03, hereof.

Renewal or Termination

1.03 Provided LESSEE has not defaulted in any of the terms conditions or provisions thereof, LESSEE shall be given the right of renewal to extend the term of the lease hereof, commencing on the first day of December, 2015, on the same terms and conditions for a term as may be subsequently agreed to upon by both parties.

Either LESSEE or LESSOR shall have the right to terminate the Lease Agreement with or without cause with sixty (60) days written notice to the other.

1.04 LESSEE shall comply with the Texas Department of Human Services Inspection in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 LESSEE agrees to pay LESSOR the maximum rent amount of $6,000.00 in twelve (12) equal monthly payments of $500.00 per month payable on the 1st day of each month. Payment shall be mailed to 301 South Inspiration Road, Mission, Texas 78574.

1.06 LESSOR covenants and agrees that LESSEE on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on LESSEE'S part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease

without hindrance or disruption by LESSOR or any person claiming under LESSOR except such portion of the Leased Premises, if any as shall be taken under the power of eminent domain.

LESSEE shall accept possession of Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this lease either expires or terminates as provided herein

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently owned by LESSOR.

ARTICLE 3. MAINTENANCE ON PREMISES

3.01 LESSEE agrees to maintain the Leased Premises in condition suitable for use for which this lease is intended.

3.02 LESSOR will keep all and singular the Leased Premises, including all of LESSOR'S fixtures, appurtenances, equipment and machinery in such repair as the same at the commencement of the term. All repairs shall be at LESSOR'S expense and shall remain the property of the LESSOR at the termination of the lease. Reasonable use and wearing of said fixtures, appurtenances, equipment and machinery, damage thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

3.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

3.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this lease will be terminated and shall not be in force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by Agreement.

3.05 It is agreed that all permanent improvements made to or furnished by the LESSEE on the Leased Premises shall be deemed to be and shall become part of the realty and shall belong to LESSOR upon expiration of the Lease or any extension hereof; provided, however that all window air condition units, carpeting and lighting fixtures shall be deemed chattels temporarily attached to realty and shall remain the personal property of LESSEE and may be removed upon termination of the Lease or any extension hereof; provided, further, that all removal of such chattels will not damage the permanent improvement and if removed, shall be deemed the property of LESSEE and may be removed upon termination of the Lease.

3.06 LESSEE may make minor alterations such as painting the interior or exterior of said building, but if major alterations which might adversely affect the exterior or interior of said building are desired by the LESSEE, such alteration shall not be made, nor signs erected without the written consent of LESSOR.

3.07 LESSOR shall maintain the building roof, air conditioner, heating system during the lease of the building and will provide all major repairs at its own expense.

ARTICLE 4. UTILITIES

Utility Charge

4.01 LESSEE shall pay the charges for the water, sewer, garbage, trash pickup services, telephone, gas and electricity furnished to the Lease Premises during the term of this lease.

ARTICLE 5. INSURANCE AND INDEMNITY

Property Insurance

5.01 LESSOR shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), or equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease Premises shall have been put in proper condition for use and habitation, by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or its legal representatives. LESSOR agrees to provide a copy to such policy of insurance to LESSEE at time of execution of this agreement.

5.02 To the extent allowable under law, LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based upon any tort which occurs on the Lease Premises, caused solely by LESSEE, its agent or employees.

5.03 LESSEE agrees that during the term of this lease, it shall have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise

as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than $100,000.00 per person and 300,000 per occurrence.

ARTICLE 6. MISCELLANEOUS

6.01 This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

6.02 LESSEE will not cause to be conducted upon the premises any trade or business, which increases the rate of insurance premiums on the Leased Premises, building(s) or contents.

6.03 LESSEE will permit LESSOR at reasonable times to make such repairs as it may deem necessary for the protection of the premises.

6.04 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of parties created hereunder are performable in Hidalgo County, Texas.

6.05 Commitment of Current Revenues Only. In the event that, during any term hereof, either party hereto does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then such party may terminate this Agreement upon sixty (60) days written notice to the other party. Both parties agree, however to use their best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend these provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the parties.

6.06 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSEE's program.

WAVIER OF BREACH

A wavier by either LESSOR or LESSEE of a breach of this Lease by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of the Lease.

ARTICLE 7. MISCELLANEOUS

Notices and Addresses

7.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

LESSOR:	LESSEE:
Rio De Vida Apartments 301 South Inspiration Rd. Mission, TX 78574	Hidalgo County Head Start Program Attn: Teresa Flores, Executive Director P.O. Box 0117 Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid illegal, or unenforceable provision had never been included in the agreement.

Prior Agreement

This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and cost incurred to enforce the Lease. As awarded by a court of competent jurisdictions.

Force Majeure

Neither LESSOR nor LESSEE shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of LESSOR or LESSEE and which by the exercise of due diligence LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

Estoppel Information

LESSEE shall, at the request of LESSOR, provide any and all information with respect to this Lease to any person designated by LESSOR.

Time of Essence

Time is of the essence of this agreement.

THE UNDERSIGNED LESSOR and LESSEE execute this Lease on the day_____

of _____, 2014

LESSEE:

BY: _____ BY: _____
Ramon Garcia, County Judge Teresa Flores, Executive Director

LESSOR:

BY: _____

ATTEST:

BY: _____
Arturo Guajardo, Jr.
Hidalgo County Clerk

APPROVED AS TO FORM:
Oxford & Gonzalez

BY: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

BY: _____
Stephen Crain

Date Approved by Policy Council: November 19, 2014
Date Approved by County Commissioner: December 2, 2014

EXHIBIT “A”

Property being described all of lot 1 Rio de Vida Apartments, subdivision an addition to the City of Mission, Hidalgo County, Texas. According to the plat thereof recorded in Volume 45, page 44. Designated as Head Start classrooms, administrative space, including the parking areas and outside playground for recreational activities.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE AGREEMENT BETWEEN
DANIEL GARZA AND
HIDALGO COUNTY

This Lease is made and entered into by and between Daniel Garza herein referred to as the "LESSOR" and Hidalgo County through the Head Start Program, herein referred to as the "LESSEE" in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, LESSOR demises and leases to LESSEE, and LESSEE leases from LESSOR, that certain described real property on which Head Start Building lies on and is situated at 6610 S. FM 494, Mission , Texas, 78572 more particularly described on Exhibit "A", attached

Premises" known by lessee as "Granjeno Head Start" or "the Leased Premises."

ARTICLE 1. TERMS AND RENT

1.01 The Leased Premises shall be used for the purpose of HEAD START CLASSROOMS AND FOR HEAD START PARENTS' MEETING subject to the special terms (if any) which may be listed below. The Leased Premises are deemed for the purposes of this Agreement to constitute all 100% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease

shall be for twelve (12) months commencing on January 1, 2015 ("commencement date") and ending on December 31, 2015 ("termination date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.03, hereof.

Renewal or Termination

1.03 Provided LESSEE has not defaulted in any of the terms conditions or provisions thereof, LESSEE shall be given the right of renewal to extend the term of the lease hereof, commencing on the first day of January, 2016, on the same terms and conditions for a term as may be subsequently agreed to upon by both parties.

Either LESSEE or LESSOR shall have the right to terminate the Lease Agreement with or without cause with sixty (60) days written notice to the other.

1.04 LESSEE shall comply with the Texas Department of Human Services Inspection in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 LESSEE agrees to pay LESSOR the maximum rent amount of $4,800.00 in twelve (12) equal monthly payments of $400.00 per month payable on the 1st day of each month. Payment shall be mailed to 6612 S. FM 494, Mission, Texas, 78572.

1.06 LESSOR covenants and agrees that LESSEE on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on LESSEE'S part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or disruption by LESSOR or any person claiming under LESSOR

except such portion of the Leased Premises, if any as shall be taken under the power of eminent domain.

LESSEE shall accept possession of Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this lease either expires or terminates as provided herein

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently owned by LESSOR.

ARTICLE 3. MAINTENANCE ON PREMISES

3.01 LESSEE agrees to maintain the Leased Premises in condition suitable for use for which this lease is intended.

3.02 LESSEE will keep all and singular the Leased Premises, including all of LESSEE'S fixtures, appurtenances, equipment and machinery in such repair as the same at the commencement of the term. All repairs shall be at LESSEE'S expense and shall remain the property of the LESSEE at the termination of the lease. Reasonable use and wearing of said fixtures, appurtenances, equipment and machinery, damage thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

3.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

3.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this lease will be terminated and shall not be in force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by Agreement.

3.05 It is agreed that all permanent improvements made to or furnished by the LESSEE on the Leased Premises shall be deemed to be and shall become part of the realty and shall belong to LESSEE upon expiration of the Lease or any extension hereof; provided, however that all window air condition units, carpeting and lighting fixtures shall be deemed chattels temporarily attached to realty and shall remain the personal property of LESSEE and may be removed upon termination of the Lease or any extension hereof; provided, further, that all removal of such chattels will not damage the permanent improvement and if removed, shall be deemed the property of LESSEE and may be removed upon termination of the Lease.

3.06 LESSEE shall maintain the building roof, air conditioner, heating system during the lease of the building and will provide all major repairs at its own expense.

ARTICLE 4. UTILITIES

Utility Charge

4.01 LESSEE shall pay the charges for the water, sewer, garbage, trash pickup services, telephone, gas and electricity furnished to the Lease Premises during the term of this lease.

ARTICLE 5. INSURANCE AND INDEMNITY

Property Insurance

5.01 LESSEE shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), or equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease Premises shall have been put in proper condition for use and habitation, by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or its legal representatives.

5.02 To the extent allowable under law, LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based upon any tort which occurs on the Lease Premises, caused solely by LESSEE, its agent or employees.

5.03 LESSEE agrees that during the term of this lease, it shall have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The

limits of this policy shall be not less than $100,000.00 per person and 300,000 per occurrence.

ARTICLE 6. MISCELLANEOUS

6.01 This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

6.02 LESSEE will not cause to be conducted upon the premises any trade or business, which increases the rate of insurance premiums on the Leased Premises, building(s) or contents.

6.03 LESSEE will permit LESSOR at reasonable times to make such repairs as it may deem necessary for the protection of the premises.

6.04 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of parties created hereunder are performable in Hidalgo County, Texas.

6.05 Commitment of Current Revenues Only. In the event that, during any term hereof, either party hereto does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then such party may terminate this Agreement upon sixty (60) days written notice to the other party. Both parties agree, however to use their best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend these provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the parties.

WAVIER OF BREACH

A wavier by either LESSOR or LESSEE of a breach of this Lease by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of the Lease.

ARTICLE 7. MISCELLANEOUS

Notices and Addresses

7.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

LESSOR:

Daniel Garza
6612 S. FM 494
Mission TX, 78572

LESSEE:

Hidalgo County Head Start Program
Attn: Teresa Flores, Executive Director
P.O. Box 0117
Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as

if the invalid illegal, or unenforceable provision had never been included in the agreement.

Prior Agreement

This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the

breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and cost incurred to enforce the Lease. As awarded by a court of competent jurisdictions.

Force Majeure

Neither LESSOR nor LESSEE shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of LESSOR or LESSEE and which by the exercise of due diligence LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

Estoppel Information

LESSEE shall, at the request of LESSOR, provide any and all information with respect to this Lease to any person designated by LESSOR.

Time of Essence

Time is of the essence of this agreement.

THE UNDERSIGNED LESSOR and LESSEE execute this Lease on the day_____

of _____, 2014

LESSEE:

BY: _____ BY: _____
Ramon Garcia, County Judge Teresa Flores, Executive Director

LESSOR:

BY: _____

ATTEST:

BY: _____
Arturo Guajardo, Jr.
Hidalgo County Clerk

APPROVED AS TO FORM:
Oxford & Gonzalez

BY: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

BY: _____
Stephen Crain

Date Approved by Policy Council: November 19, 2014
Date Approved by County Commissioner: December 2, 2014

EXHIBIT “A”

Land being described, in and being situated as RE; porcion 58: Granjeno W ½ Acre of Lot 3A at rear of Track 20, 6610 South FM 494, Mission, Hidalgo County, Texas, designated as Head Start Classrooms, administrative space, including the parking areas and outside playground for recreational activities.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE AGREEMENT BETWEEN
SAINT ANNE CHURCH AND
HIDALGO COUNTY

This Lease is made and entered into by and between Saint Anne Church herein referred to as the "LESSOR" and Hidalgo County through the Head Start Program, herein referred to as the "LESSEE" in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, LESSOR demises and leases to LESSEE, and LESSEE leases from LESSOR, that certain described real property on which Head Start Building lies on and is situated at 8245 E. Poinsetta Dr., Mission, TX 78573 more particularly described on Exhibit "A", attached

Premises" known by lessee as "Western Road Head Start" or "the Leased Premises."

ARTICLE 1. TERMS AND RENT

1.01 The Leased Premises shall be used for the purpose of HEAD START CLASSROOMS AND FOR HEAD START PARENTS' MEETING subject to the special terms (if any) which may be listed below. The Leased Premises are deemed for the purposes of this Agreement to constitute all 100% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease

shall be for twelve (12) months commencing on January 1, 2015 (“commencement date”) and ending on December 31, 2015 (“termination date”) unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.03, hereof.

Renewal or Termination

1.03 Provided LESSEE has not defaulted in any of the terms conditions or provisions thereof, LESSEE shall be given the right of renewal to extend the term of the lease hereof, commencing on the first day of January, 2016, on the same terms and conditions for a term as may be subsequently agreed to upon by both parties.

Either LESSEE or LESSOR shall have the right to terminate the Lease Agreement with or without cause with sixty (60) days written notice to the other.

1.04 LESSEE shall comply with the Texas Department of Human Services Inspection in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 LESSEE agrees to pay LESSOR the maximum rent amount of $8,400.00 in twelve (12) equal monthly payments of $700.00 per month payable on the 1st day of each month. Payment shall be mailed to 17109 Coconut Palm Drive Penitas, Texas, 78576.

1.06 LESSOR covenants and agrees that LESSEE on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on LESSEE’S part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease

without hindrance or disruption by LESSOR or any person claiming under LESSOR except such portion of the Leased Premises, if any as shall be taken under the power of eminent domain.

LESSEE shall accept possession of Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this lease either expires or terminates as provided herein

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently owned by LESSOR.

ARTICLE 3. MAINTENANCE ON PREMISES

3.01 LESSEE agrees to maintain the Leased Premises in condition suitable for use for which this lease is intended.

3.02 LESSEE will keep all and singular the Leased Premises, including all of LESSEE'S fixtures, appurtenances, equipment and machinery in such repair as the same at the commencement of the term. All repairs shall be at LESSEE'S expense and shall remain the property of the LESSEE at the termination of the lease. Reasonable use and wearing of said fixtures, appurtenances, equipment and machinery, damage thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

3.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

3.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this lease will be terminated and shall not be in force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by Agreement.

3.05 It is agreed that all permanent improvements made to or furnished by the LESSEE on the Leased Premises shall be deemed to be and shall become part of the realty and shall belong to LESSEE upon expiration of the Lease or any extension hereof; provided, however that all window air condition units, carpeting and lighting fixtures shall be deemed chattels temporarily attached to realty and shall remain the personal property of LESSEE and may be removed upon termination of the Lease or any extension hereof; provided, further, that all removal of such chattels will not damage the permanent improvement and if removed, shall be deemed the property of LESSEE and may be removed upon termination of the Lease.

3.06 LESSEE shall maintain the building roof, air conditioner, heating system during the lease of the building and will provide all major repairs at its own expense.

ARTICLE 4. UTILITIES

Utility Charge

4.01 LESSEE shall pay the charges for the water, sewer, garbage, trash pickup services, telephone, gas and electricity furnished to the Lease Premises during the term of this lease.

ARTICLE 5. INSURANCE AND INDEMNITY

Property Insurance

5.01 LESSEE shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), or equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease Premises shall have been put in proper condition for use and habitation, by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or its legal representatives.

5.02 To the extent allowable under law, LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based upon any tort which occurs on the Lease Premises, caused solely by LESSEE, its agent or employees.

5.03 LESSEE agrees that during the term of this lease, it shall have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The

limits of this policy shall be not less than $100,000.00 per person and 300,000 per occurrence.

ARTICLE 6. MISCELLANEOUS

6.01 This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

6.02 LESSEE will not cause to be conducted upon the premises any trade or business, which increases the rate of insurance premiums on the Leased Premises, building(s) or contents.

6.03 LESSEE will permit LESSOR at reasonable times to make such repairs as it may deem necessary for the protection of the premises.

6.04 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of parties created hereunder are performable in Hidalgo County, Texas.

6.05 Commitment of Current Revenues Only. In the event that, during any term hereof, either party hereto does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then such party may terminate this Agreement upon sixty (60) days written notice to the other party. Both parties agree, however to use their best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend these provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the parties.

WAVIER OF BREACH

A wavier by either LESSOR or LESSEE of a breach of this Lease by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of the Lease.

ARTICLE 7. MISCELLANEOUS

Notices and Addresses

7.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

LESSOR:	LESSEE:
Saint Anne Church 17109 Coconut Palm Drive Penitas, Texas 78576	Hidalgo County Head Start Program Attn: Teresa Flores, Executive Director P.O. Box 0117 Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid illegal, or unenforceable provision had never been included in the agreement.

Prior Agreement

This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and cost incurred to enforce the Lease. As awarded by a court of competent jurisdictions.

Force Majeure

Neither LESSOR nor LESSEE shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions

by any governmental authority, civil riot, floods, and other cause not reasonably within the control of LESSOR or LESSEE and which by the exercise of due diligence LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

Estoppel Information

LESSEE shall, at the request of LESSOR, provide any and all information with respect to this Lease to any person designated by LESSOR.

Time of Essence

Time is of the essence of this agreement.

THE UNDERSIGNED LESSOR and LESSEE execute this Lease on the day_____

of _____, 2014

LESSEE:

BY: _____ BY: _____
Ramon Garcia, County Judge Teresa Flores, Executive Director

LESSOR:

BY: _____

ATTEST:

BY: _____
Arturo Guajardo, Jr.
Hidalgo County Clerk

APPROVED AS TO FORM:
Oxford & Gonzalez

BY: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

BY: _____
Stephen Crain

Date Approved by Policy Council: November 19, 2014
Date Approved by County Commissioner: December 2, 2014

EXHIBIT “A”

All of Lots 13-21, inclusive, block36, town site of citrus city, Hidalgo County, Texas, according to the map or plat thereof recorded, in volume 9, page 42 and 43, map record of Hidalgo County, Texas as well as that portion of FM 2221 Road (Referred to as citrus Blvd. on the map or plat of townsite of citrus city, Hidalgo County, Texas) lying immediately north and adjacent of lots 13-21, inclusive block 36 townsite of citrus city, Hidalgo County, Texas according to the map or plat thereof recorded in volume 9, page 42, map records of Hidalgo County, Texas as abandoned by the Hidalgo County Commissioners Court by it order of December 17, 1979, as recorded in Vol. 1652, page 119, Deed records of Hidalgo County, Texas.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

**LEASE AGREEMENT BETWEEN
GUILLERMINA GARCIA AND
HIDALGO COUNTY**

This Lease is made and entered into by and between Guillermina Garcia, herein referred to as the "LESSOR" and Hidalgo County through the Head Start Program, herein referred to as the "LESSEE" in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, LESSOR demises and leases to LESSEE, and LESSEE leases from LESSOR, that certain building described as the Head Start Building 1317 W. Expressway 83 Weslaco, Texas, 78596 in and depicted in Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "Weslaco III Head Start" or "the Leased Premises."

ARTICLE 1. TERMS AND RENT

Term of Lease

1.01 The Leased Premises and/or land shall be used for the purpose of HEAD START CLASSROOMS AND PARENTS' MEETING subject to the special terms (if any) which may be listed below, and which shall be determined by mutual agreement of both parties. The Leased Premises are deemed for the purposes of this Agreement and constitute all 100% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease

shall be for twelve (12) months commencing on January 1, 2015 (“commencement date”) and ending on December 31, 2015 (“termination date”) unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.03, hereof.

Renewal or Termination

1.03 Provided LESSEE has not defaulted in any of the terms, conditions or provisions thereof, LESSEE shall be given the right of renewal and extending the term of the lease hereof, commencing on the first day of January, 2016, for a like term or other terms as may be subsequently agreed to upon by both parties.

Each party shall give the other Party notice of termination of the Lease, in writing, at least sixty (60) days prior to the termination of the this Agreement or any subsequent agreement, unless otherwise agreed by the parties. LESSEE shall have the right to terminate the Lease Agreement with or without cause with sixty (60) days written notice to LESSOR.

1.04 LESSEE shall comply with the Texas Department of Human Services Inspection in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 LESSEE agrees to pay LESSOR the maximum rent amount of $27,480.00 in twelve (12) equal monthly payments of $2,290.00 per month payable on the 1st day of each month. Payment shall be mailed to 4822 N. 5 ½ W. Weslaco, Texas 78596.

1.06 LESSOR covenants and agrees that LESSEE on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions,

and terms of this Lease on LESSEE'S part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or disruption by LESSOR or any person claiming under LESSOR except such portion of the Leased Premises, if any as shall be taken under the power of eminent domain.

LESSEE shall accept possession of Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this lease either expires or terminates as provided here.

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently owned by LESSOR.

ARTICLE 3. MAINTENANCE ON PREMISES

Permitted Use

3.01 It is agreed that all permanent improvements made to or furnished by the LESSEE on the Leased Premises shall be deemed to be and shall become part of the realty and shall belong to LESSOR upon expiration of the Lease or any extension hereof; provided, however that all window air condition units, carpeting and lighting fixtures shall be deemed chattels temporarily attached to realty and shall remain the personal property of LESSEE and may be removed upon termination of the Lease or

any extension hereof; provided, further, that all chattels that will not damage the permanent improvement, if removed, shall be deemed the property of LESSEE and may be removed upon termination of the Lease.

3.02 LESSEE may make alteration, paint the interior or exterior of said building, and repair existing roof, but if major alterations which might adversely affect the exterior or interior of said building are desired by the LESSEE, such alterations shall not be made, nor signs erected without the written consent of LESSOR.

ARTICLE 4. MAINTENEACE ON PREMISES

4.01 LESSEE agrees to maintain the Leased Premises in a condition suitable for use for which this lease is intended.

4.02 LESSEE will keep all and singular the said building, including all of LESSOR"S fixtures, appurtenances, equipment and machinery in such repair as the same were at the commencement of the term. All repairs shall be at LESSEE'S expense and shall remain the property of the LESSOR at the termination of the lease. Reasonable use and wearing of said fixtures, appurtenances, equipment and machinery, damage thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

4.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

4.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this lease will be terminated and shall not be in force

and effect during that period of time while the Leased Premises cannot be used for the purposes intended by Agreement.

ARTICLE 5. UTILITIES

Utility Charges

5.01 LESSEE shall pay the charges for the water, sewer, garbage, trash pick-up services, telephone, gas and electricity furnished to the Lease Premises during the term of this lease.

ARTICLE 6. INSURANCE AND INDEMNITY

Property Insurance

6.01 LESSOR shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), or equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease Premises shall have been put in proper condition for use and habitation, by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or its legal representatives. LESSOR agrees to provide a copy to such policy of insurance to LESSEE at time of execution of this agreement.

6.02 To the extent allowable under law, LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based upon any

tort which occurs on the Lease Premises, caused solely by LESSEE, its agent or employees.

6.03 LESSEE agrees that, during the term of this lease, it shall have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than $100,000.00 per person and $300,000.00 per occurrence.

ATICLE 7. MISCELLANEOUS

7.01 This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

7.02 LESSEE will not cause to be carried upon the premises any trade or business, which increases the rate of insurance premiums on the Leased Premises, building(s) or contents.

7.03 LESSEE will permit LESSOR at reasonable times to make such repairs as it may deem necessary for the protection of the premises.

7.04 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of parties created hereunder are performable in Hidalgo County, Texas.

7.05 Commitment of Current Revenues Only. In the event that, during any term hereof, the County does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then the LESSEE may terminate this Agreement upon sixty (60) days written notice to the other party. The LESSEE agrees, however to use

its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend these provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the LESSEE.

7.06 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSOR'S program.

WAVIER OF BREACH

A wavier by either LESSOR or LESSEE of a breach of this Lease by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of the Lease.

ARTICLE 8. MISCELLANEOUS

Notices and Addresses

8.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

LESSOR:

Guillermina Garcia
4822 N. 5 ½ W.
Weslaco, Texas 78596

LESSEE:

Hidalgo County Head Start Program
Attn: Teresa Flores, Executive Director
P.O. Box 0117
EDINBURG, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid illegal, or unenforceable provision had never been included in the agreement.

Prior Agreement

This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this Lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that

party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and cost incurred to enforce the Lease. As awarded by a court of competent jurisdiction.

Force Majeure

Neither LESSOR nor LESSEE shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of LESSOR or LESSEE and which by the exercise of due diligence LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

Estopple Information

LESSEE shall, at the request of LESSOR, provide any and all information with respect to this Lease to any person designated by LESSOR.

Time of Essence

Time is of the essence of this agreement.

THE UNDERSIGNED LESSOR and LESSEE execute this Lease on the day of _____, 2014

LESSEE:

BY: _____ BY: _____
Ramon Garcia, County Judge Teresa Flores, Executive Director

LESSOR:

BY: _____

ATTEST:

BY: _____
Arturo Guajardo, JR.,
Hidalgo County Clerk

APPROVED AS TO FORM:
Oxford & Gonzalez

BY: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
Atlas & Hall, LLP

BY: _____
Stephen Crain

Date Approved by Policy Council: November 19, 2014
Date Approved by County Commissioner: December 2, 2014

EXHIBIT “A”

Building being described, in and being situated as flora subdivision, lot #16, 6 ½ Mile West on Expressway 83, Weslaco, Hidalgo County, Texas; designated as Head Start Classrooms, administration space, including the parking areas and outside playground for recreational activities.

AI-47456 **Head Start 15. D.**

CC - REGULAR

Meeting Date: 12/02/2014

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval for Hidalgo County Head Start Program to Exercise Option to Extend for an Additional One and/or Two Year Term on the Interlocal Agreements for Facilities (Under Same Terms and Conditions)with the Following Entities McAllen Housing Authority - McAllen V Head Start Center McAllen Housing Authority - Vine Terrace Head Start Center City of Weslaco - Weslaco I Head Start Center McAllen ISD (2 Years) - Austin One (A-1) Head Start Center

BACKGROUND

Policy Council Approval: 11.19.14

Attachments

AGREEMENTS

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/21/2014 09:28 AM
Purchasing Department	Monica Badillo	11/26/2014 05:14 PM

Form Started By: Linda Galaviz Started On: 11/17/2014 10:29 AM

Final Approval Date: 11/26/2014

Hidalgo County Head Start Program
Policy Council Agenda

DATE: November 19, 2014

SUBJECT: Discussion/Approval for Hidalgo County Head Start Program to Exercise Option to Extend for an Additional One and/or Two Year Term on the Interlocal Agreements for Facilities (under same terms and conditions) with the following Entities:

Entity	Head Start Center
McAllen Housing Authority	McAllen V
McAllen Housing Authority	Vine Terrace
City of Weslaco	Weslaco I
McAllen ISD (2 Year Extension)	Austin One Stop

RATIONALE/NEED: The existing Interlocal Agreements need to be extended for an additional year in order to continue serving Head Start children and families.

RECOMMENDATION: Administration recommends approval

COST: Head Start (HHS-ACF) funds are available in the budget. Rent: 19-20-5152-10000-505

RELATED INFORMATION INCLUDED: Interlocal Agreement Extensions

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL:

Hidalgo County Head Start Program

1901 West State Hwy 107, McAllen, Texas 78504-0117

One Year Interlocal Agreement Extension

Dear Sir/Madam:

The purpose of this letter is to exercise Hidalgo County's option to extend a center Interlocal Agreement for one (1) additional year as stated in the existing contract dated January 1st, 2012 between Hidalgo County and the **McAllen Housing Authority (McAllen V Head Start Center)** for the property located at 1200 North 25th Street, McAllen, TX., 78501 (The "Original Interlocal Agreement").

If the **McAllen Housing Authority** agrees to this one (1) year extension of the Original Interlocal Agreement under the same existing terms and conditions, please have the authorized individual sign this Interlocal Agreement Extension. It should be noted that the basis of this one (1) year extension is listed under ARTICLE 1.03, Renewal or Termination, of the Original Interlocal Agreement.

The Head Start Program wishes to express its appreciation to the **McAllen Housing Authority** for its cooperation and support in this matter.

The beginning and ending date of extension shall be January 1st, 2015 through December 31st, 2015. The Original Interlocal Agreement is extended for a period of one (1) year with all conditions including the lease amount remaining the same.

Property/Building: **McAllen Housing Authority**
1200 North 25th Street
McAllen, TX 78501

Authorized Official:

By: _____

Title: _____

Date: _____

Head Start Program

By: _____
Teresa Flores, Executive Director

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

Approved As to Form:
Oxford & Gonzalez

By: _____
Ricardo Gonzalez

Approved As to Form:
Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain

Date approved by Policy Council:
Date approved by Commissioner's Court:

Hidalgo County Head Start Program

1901 West State Hwy 107, McAllen, Texas 78504-0117

One Year Interlocal Agreement Extension

Dear Sir/Madam:

The purpose of this letter is to exercise Hidalgo County's option to extend a center Interlocal Agreement for one (1) additional year as stated in the existing contract dated January 1st, 2012 between Hidalgo County and the **McAllen Housing Authority (Vine Terrace Head Start Center)** for the property located at 2220 (B) North 27th Street, McAllen, TX., 78501 (The "Original Interlocal Agreement").

If the **McAllen Housing Authority** agrees to this one (1) year extension of the Original Interlocal Agreement under the same existing terms and conditions, please have the authorized individual sign this Interlocal Agreement Extension. It should be noted that the basis of this one (1) year extension is listed under ARTICLE 1.03, Renewal or Termination, of the Original Interlocal Agreement.

The Head Start Program wishes to express its appreciation to the **McAllen Housing Authority** for its cooperation and support in this matter.

The beginning and ending date of extension shall be January 1st, 2015 through December 31st, 2015. The Original Interlocal Agreement is extended for a period of one (1) year with all conditions including the lease amount remaining the same.

Property/Building: **McAllen Housing Authority**
2220 (B) North 27th Street
McAllen, TX 78501

Authorized Official:

By: _____

Title: _____

Date: _____

One Year Interlocal Agreement Extension (Cont.)

Head Start Program

By: _____
Teresa Flores, Executive Director

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

Approved As to Form:
Oxford & Gonzalez

By: _____
Ricardo Gonzalez

Approved As to Form:
Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain

Date approved by Policy Council:
Date approved by Commissioner's Court:

Hidalgo County Head Start Program

1901 West State Hwy 107, McAllen, Texas 78504-0117

One Year Interlocal Agreement Extension

Dear Sir/Madam:

The purpose of this letter is to exercise Hidalgo County's option to extend a center Interlocal Agreement for one (1) additional year as stated in the existing contract dated January 1st, 2012 between Hidalgo County and the **City of Weslaco (Weslaco I Head Start Center)** for the property located at 310 N. Kansas Ave., Weslaco, TX., 78596 (The "Original Interlocal Agreement").

If the **City of Weslaco** agrees to this one (1) year extension of the Original Interlocal Agreement under the same existing terms and conditions, please have the authorized individual sign this Interlocal Agreement Extension. It should be noted that the basis of this one (1) year extension is listed under ARTICLE 1.03, Renewal or Termination, of the Original Interlocal Agreement.

The Head Start Program wishes to express its appreciation to the **City of Weslaco** for its cooperation and support in this matter.

The beginning and ending date of extension shall be January 1st, 2015 through December 31st, 2015. The Original Interlocal Agreement is extended for a period of one (1) year with all conditions including the lease amount remaining the same.

Property/Building: **City of Weslaco**
310 N. Kansas Ave.
Weslaco, TX 78596

Authorized Official:

By:_____

Title: _____

Date: _____

One Year Interlocal Agreement Extension (Cont.)

Head Start Program

By: _____
Teresa Flores, Executive Director

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

Approved As to Form:
Oxford & Gonzalez

By: _____
Ricardo Gonzalez

Approved As to Form:
Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain

Date approved by Policy Council:
Date approved by Commissioners' Court:

Hidalgo County Head Start Program

1901 West State Hwy 107, McAllen, Texas 78504-0117

Two Year Interlocal Agreement Extension

Dear Sir/Madam:

The purpose of this letter is to exercise Hidalgo County's option to extend a center Interlocal Agreement for one (1) additional year as stated in the existing contract dated March 1st, 2012 between Hidalgo County and the **McAllen Independent School District (Austin One Stop Head Start Center)** for the property located at 2100 Fir Street, McAllen, TX., 78501 (The "Original Interlocal Agreement").

If the **McAllen Independent School District** agrees to this one (2) year extension of the Original Interlocal Agreement under the same existing terms and conditions, please have the authorized individual sign this Interlocal Agreement Extension. It should be noted that the basis of this one (2) year extension is listed under ARTICLE 1.03, Renewal or Termination, of the Original Interlocal Agreement.

The Head Start Program wishes to express its appreciation to the **McAllen Independent School District** for its cooperation and support in this matter.

The beginning and ending date of extension shall be January 1st, 2015 through December 31st, 2016. The Original Interlocal Agreement is extended for a period of two (2) years with all conditions including the lease amount remaining the same.

Property/Building: **McAllen Independent School District**
2100 Fir Street
McAllen, TX 78501

Authorized Official:

By: _____

Title: _____

Date: _____

Two Year Interlocal Agreement Extension (Cont.)

Head Start Program

By: _____
Teresa Flores, Executive Director

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

Approved As to Form:
Oxford & Gonzalez

By: _____
Ricardo Gonzalez

Approved As to Form:
Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain

Date approved by Policy Council:
Date approved by Commissioner's Court:

AI-47463 **Head Start 15. E.**

CC - REGULAR

Meeting Date: 12/02/2014

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval of Appointment of One (1) Community Representative by Each Member of the Commissioners' Court to Serve on the Hidalgo County Head Start Program Policy Council, for a One (1) Year Term According to 45CFR Chapter XIII, 1304.50(b)(7) Beginning October 2014 - Pending Appointment of Community Representative: Commissioner Joseph Palacios, Precinct 4

BACKGROUND

Attachments

Community Representative

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/21/2014 09:28 AM
Purchasing Department	Monica Badillo	11/26/2014 05:14 PM

Form Started By: Linda Galaviz Started On: 11/17/2014 01:39 PM

Final Approval Date: 11/26/2014

Hidalgo County Head Start Program

P.O. Box 0117 Edinburg, Texas 78540-0117 (956) 383-0706

TO: Grantee Board Members (Commissioners' Court Members)

FROM: Teresa Flores, Executive Director Teresa Flores

SUBJECT: Community Representatives Appointments

DATE: September 9, 2014

In accordance with Head Start Performance Standards and the Hidalgo County Head Start Program By-Laws, the Hidalgo County Commissioners' Court must nominate a Community Representative from each Precinct to serve on the Hidalgo County Head Start Program Policy Council annually for limited terms of **"no more than three (3) years" (By-Laws, Article 5, Section 6).**

The current members of the Policy Council serving as Community Representatives nominated by the Grantee are as follows:

Grantee Board Members	Community Representatives	Years of Services
Judge Ramon Garcia	Jesse Vela	3
A.C. Cuellar, Jr., Precinct 1	Eva Watts	1
Hector "Tito" Palacios, Precinct 2	Pete Garcia	1
Joe Flores, Precinct 3	Rebecca Villarreal	1
Joseph Palacios, Precinct 4	Judith Flores-Saldivar	3

Your nomination for the 2014-2015 service year must be placed on Commissioners' Court Agenda for official action and approval. Your attention to this matter is greatly appreciated.

Source: Policy Council By-Laws

Article V, Section 1, B. "Five (5) of the members, who shall be known as the Community Representatives, shall be recommended by the Commissioners' Court (Grantee Board) and subject to approval by the Policy Council elected parents."

Article V, Section 6. "The terms of office for all Policy Council Members shall be one (1) year, Mid-October to Mid-October, or until the new Policy Council Member is formally installed, as per Article V, Section 3, Policy Council Members, Alternates and Community Representatives terms shall be limited to no more than three (3) years. Terms shall be limited to no more than three (3) years in any combination of service, whether Alternate, Parent Representative or Community Representative and terms need not be held in consecutive years."

Performance Standard 1304.50(b)(1) — (b)(7)

(b) Policy group composition and formation.

(1) Each grantee and delegate agency governing body operating an Early Head Start or Head Start program must (except where such authority is ceded to the Policy Council or Policy Committee) propose, within the framework of these regulations, the total size of their respective policy groups (based on the number of centers, classrooms, or other program option units, and the number of children served by their Early Head Start or Head Start program), the procedures for the election of parent members, and the procedure for the selection of community representatives. These proposals must be approved by the Policy Council or Policy Committee.

(2) Policy Councils and Policy Committees must be comprised of two types of representatives: parents of currently enrolled children and community representatives. At least 51 percent of the members of these policy groups must be the parents of currently enrolled children (see 45 CFR 1306.3(h) for a definition of a Head Start parent).

(continued, next page...)

Rationale: Established procedures for electing parent members and selecting community representatives ensure consistency and fairness in the selection of policy group members. It is essential that families receiving services play an active role in making decisions about such services, and that the Head Start program reflects the community as a whole. *This rationale serves 45 CFR 1304.50(b)(1)-(7).*

Guidance: The following are suggestions for the governing body and policy group review of procedures for parent elections:

- Inform all parents of their vital role in program governance;
- Ensure that there is a fair method of nomination, either by parents nominating themselves or by other parents nominating them; nominations should be placed only with the consent of the nominee;
- Provide proportionate representation to parents in all program options and settings. If agencies operate programs serving different geographical regions or ethnic groups, to adopt policies to ensure that all groups being served will have an equal opportunity to serve on policy groups; and
- Consider using Parent Committees to facilitate the process of nominating and electing parents to the Policy Council or Policy Committee.

Parents are involved in every step of the process for selecting community representatives. Parents may be involved, for example, in discussions of the issues of interest and the types of community representatives needed in the coming year, as well as in developing methods for soliciting and screening potential candidates.

When nominating parent members or selecting community representatives to policy groups, consider:

- The willingness and ability of the potential members to contribute time and effort to the program and to serve as mentors and role models, as well as resource persons;
- The diversity of the group of individuals nominated, with consideration being given to the programs or program options in which the children of nominees are enrolled;
- The agency's goals and the information generated by the Community Assessment; and
- The desirability of having representation from the governing body to the policy group, in order to improve communication between the two groups.

Performance Standard 1304.50(b)(1) — (b)(7) (continued...)

(3) Community representatives must be drawn from the local community: businesses; public or private community, civic, and professional organizations; and others who are familiar with resources and services for low-income children and families, including, for example, the parents of formerly enrolled children.

(4) All parent members of Policy Councils or Policy Committees must stand for election or re-election annually. All community representatives also must be selected annually.

(5) Policy Councils and Policy Committees must limit the number of one-year terms any individual may serve on either body to a combined total of three terms.

(6) No grantee or delegate agency staff (or members of their immediate families) may serve on Policy Councils or Policy Committees except parents who occasionally substitute for regular Early Head Start or Head Start staff. In the case of Tribal grantees, this exclusion applies only to Tribal staff who work in areas directly related to or which directly impact upon any Early Head Start or Head Start administrative, fiscal or programmatic issues.

(coninued, next page...)

Agencies and policy groups establish procedures for monitoring the three-year limit for both parents and community representatives. Agencies also develop volunteer opportunities that allow former policy group members to use their skills and experience to support program activities and operations. If agencies view and present the opportunity of serving on policy groups as a time to learn new skills and to gain self-confidence in a supportive environment, parents will understand the value of leaving a policy group after a few years, and of moving into other leadership roles in school organizations and in the larger community.

Personnel policies and bylaws address potential conflicts of interest between agency employment and membership on a Policy Council or Policy Committee. For example, agencies may consider developing policies that define "occasional substitute" and that determine at what point in the hiring process a candidate for a Head Start position must resign his or her membership from a policy group, that is, upon application or upon hiring.

AI-47503 **Planning Department 16. A.**

CC - REGULAR

Meeting Date: 12/02/2014

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

Department: PLANNING DEPT.

Information

CAPTION

1. Preliminary Approval
a. San Pablo Subdivision No. 2 – Pct. 4 (Buena Tierra Development)
b. Sunridge Valley Subdivision – Pct. 1 (Aldo Quintanilla)
c. MGM Platinum Ranches Subdivision – Pct. 4 (Richard Garza)
d. Ranchitos Escondidos Phase I-A – Pct. 4 (Forrest Runnels, Jr.)

2. Final Approval with Financial Guarantee
a. Re-plat of Lots 5 thru 9 of the Hills Subdivision – Pct. 4 (Jeffrey Moats)

3. Reimbursement of a Cash Deposit
a. Los Novillos Subdivision – Pct. 4 (KCJC Real Estate Partnership)
b. Las Estrellas Phase I Subdivision – Pct. 3 (CWL Limited)
c. Las Estrellas Phase IV Subdivision – Pct. 3 (CWL Limited)
d. Ranchitos Escondidos Phase I – Pct. 4 (CWL Limited)

BACKGROUND

Attachments

San Pablo 2; Preliminary
Sunridge Valley; Preliminary
MGM Platinum Ranches; Preliminary
Ranchitos Escondidos Phase IA; Preliminary
Replat of Lots 5-9,The Hills; Final
Los Novillos; reimburse
Las Estrellas Ph 1; reimburse
Las Estrellas Ph 4; reimburse
Ranchitos Escondidos Ph I; reimburse

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/20/2014 02:01 PM
Glinda Pacheco	Glinda Pacheco	11/24/2014 10:32 AM
Purchasing Department	Monica Badillo	11/26/2014 05:14 PM

Form Started By: Nora Cavazos Started On: 11/19/2014 03:24 PM

Final Approval Date: 11/26/2014

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: 12-02-2014

PROPOSED **SAN PABLO NO. 2** SUBDIVISION, PRECINCT No. **4** .

ENGINEER FIRM: **QUINTANILLA, HEADLEY & ASSOC.** DEVELOPER: **BUENA TIERRA DEVELOPMENT**

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

NUMBER OF LOTS: **55** ☒ *SINGLE FAMILY ___ ☐ *MULTI-FAMILY ___ ☐ COMMERCIAL ___ ☐ INSTITUTIONAL

LOCATION DESCRIPTION: **South side of Alberta Road, 1200 feet West of Val Verde Road.**

SUBDIVISION LIES WITHIN THE: ☒ *The rural area of the County.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **10-24-14** PROPERTY LIES WITHIN FLOOD ZONE: **"C"** AS PER FEMA.

DRAINAGE DESIGN: **Drainage will be provided by storm drainage pipe network discharging into the existing Donna Irrigation Drainage Ditch. Detention will be provided by widening the existing drain ditch.**

ROAD R.O.W. DEDICATION: **No additional Right of Way is required**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **10-23-14** By, **Jesse Ozuna** PCT. 4 R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **11-13-14** By, **Elizardo 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: **NAWSC** LINE SIZE: **8"** LOCATION: **South of Alberta Rd.**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **10-31-14** : 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:

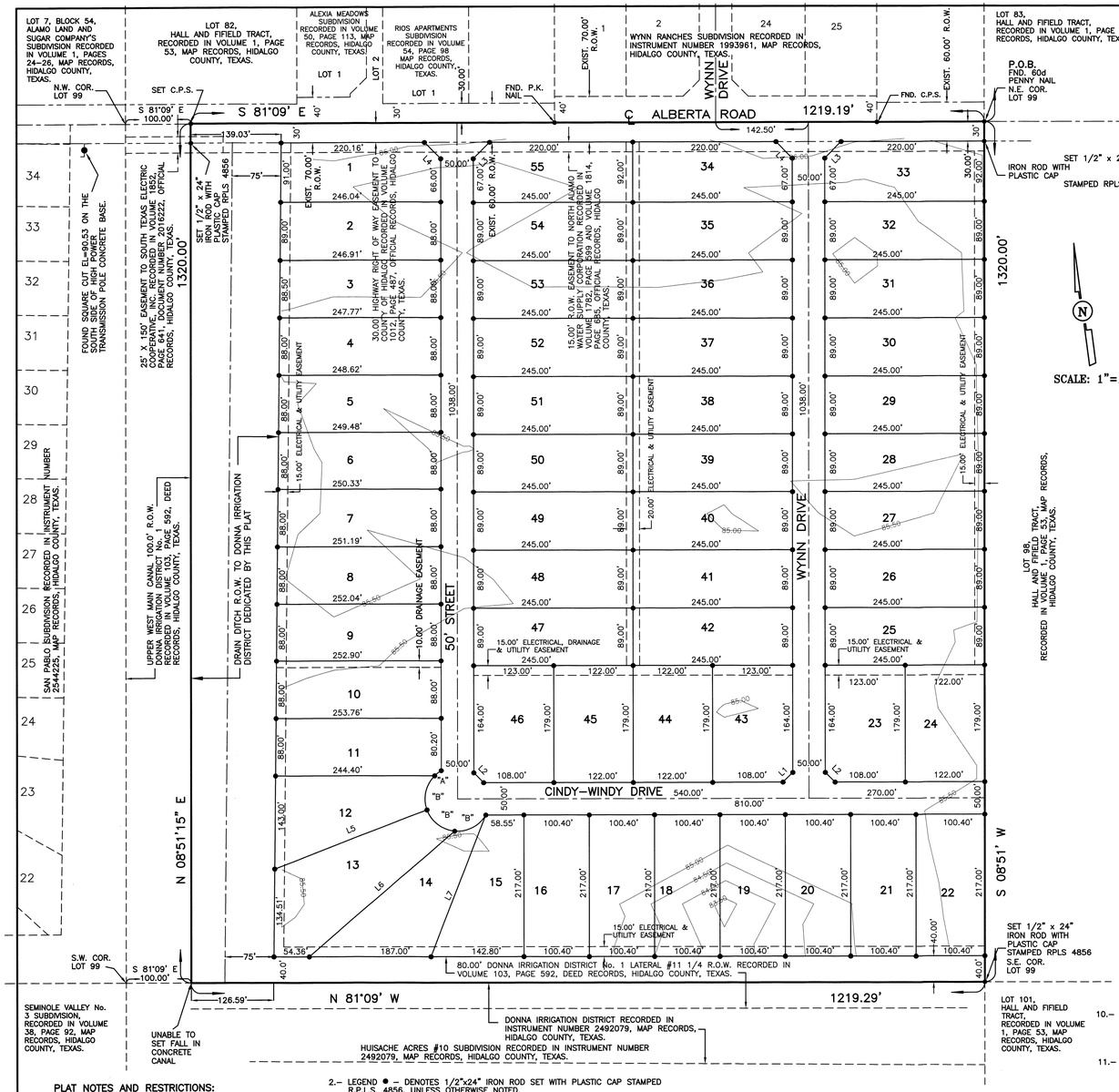
STAFF RECOMMENDS:

☒ **Preliminary Approval** *subject comments and future recommendations by planning and other departments*

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

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

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



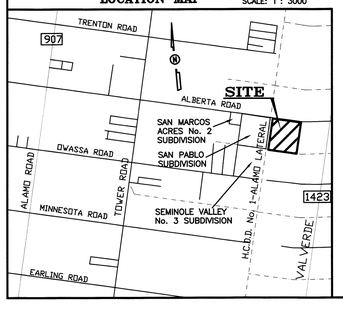
AREA DATA TABLE		
LOT	AREA (S.F.)	AC.
1	22037.06	0.506
2	21936.23	0.504
3	21889.34	0.503
4	21841.16	0.501
5	21916.43	0.503
6	21991.71	0.505
7	22066.99	0.507
8	22142.26	0.508
9	22217.54	0.510
10	22292.81	0.512
11	22324.71	0.513
12	22791.08	0.523
13	29269.27	0.672
14	21817.66	0.501
15	21846.56	0.501
16-22	21786.80	0.500
23	21904.50	0.503
24	21838.00	0.501
25-32	21805.00	0.501
33-34	22227.50	0.510
35-42	21805.00	0.501
43	21904.50	0.503
44-45	21838.00	0.501
46	21904.50	0.503
47-54	21805.00	0.501
55	22227.50	0.510

LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	S 53°51' W	21.21'
L2	N 36°09' W	21.21'
L3	S 36°09' E	35.36'
L4	N 53°51' E	35.36'
L5	S 77°41'56" W	250.87'
L6	N 58°09'35" E	294.79'
L7	S 30°04'10" W	232.78'

CURVE DATA CHART				
CURVE	DELTA	RADIUS	LENGTH	CHORD
"A"	14°45'54"	50.00'	12.88'	12.85'
"B"	65°04'42"	50.00'	56.79'	53.79'

LOCATION MAP

SCALE: 1": 3000'



PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE DESIGNATION: ZONE " C "
AREAS OF MINIMAL FLOODING. (NO SHADING) COMMUNITY-PANEL NUMBER 480334 0425 C EFFECTIVE DATE: NOVEMBER 16, 1982
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2.– LEGEND ● – DENOTES 1/2"x24" IRON ROD SET WITH PLASTIC CAP STAMPED R.P.L.S. 4856, UNLESS OTHERWISE NOTED.

3.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4.– MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5.– MINIMUM BUILDING SETBACK LINES:

FRONT	25.00'
REAR	15.00'
SIDE	6.00'
CORNER SIDE	10.00
CORNER SIDE, WHERE ROW IS GREATER THAN 50.0 FEET	20.00'
FRONT CUL-DE-SAC	15.00'

OR TO EASEMENT LINE WHICHEVER IS GREATER IN ALL CASES

6.– NO COMMERCIAL USE SHALL BE ALLOWED ON ANY LOTS.

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 60,960.87 CUBIC –FEET 1.47 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:
SEE DRAINAGE REPORT ON SHEET No.3.

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

9.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No.1: ELEV. =90.53 SQUARE CUT FOUND AT SOUTH SIDE OF HIGH POWER TRANSMISSION POLE CONCRETE BASE LOCATED 39.33 FEET SOUTH AND 63 FEET WEST FROM NORTHWEST CORNER OF THIS SUBDIVISION. N.A.V.D. 88 DATUM.
B.M. No.2– ELEVATION–

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

11.– ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

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

13.– LOTS 1, 33, 34 & 55 SHALL NOT HAVE ACCESS/DRIVEWAY ONTO ALBERTA ROAD.

14.– THE DEVELOPER IS REQUIRED TO INSTALL A 6.0' CHAINLINK FENCE ALONG THE EAST SIDE OF THE DRAIN DITCH R.O.W. FOR LOTS 1 THROUGH 13.

TILLMIN WELCH, PRESIDENT
15.– BUENA TIERRA DEVELOPMENT, INC. THE OWNER & SUBDIVIDER OF SAN PABLO SUBDIVISION No. 2
RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSED OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

16.– ON–SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON–SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPT MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

17.– THE DEVELOPER IS REQUIRED TO INSTALL BUFFER FENCE ALONG THE EAST SIDE OF DRAIN DITCH R.O.W.

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

SAN PABLO SUBDIVISION No. 2 IS LOCATED IN MIDDLE HIDALGO COUNTY ON THE WEST SIDE OF VAL VERDE ROAD AND SOUTH SIDE OF ALBERTA ROAD AND APPROXIMATELY 1200 FEET WEST OF ITS INTERSECTION. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF ALAMO.
ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF ALAMO (POPULATION 18,353), SAN PABLO SUBDIVISION No. 2 LIES APPROXIMATELY 3.6 MILE FROM THE CITY LIMITS AND IT IS NOT WITHIN THE CITY'S TWO–MILE EXTRA–TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERMENT CODE § 42.021. LIES IN PCT. 4

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	TILLMIN WELCH, PRESIDENT BUENA TIERRA DEVELOPMENT, INC.	3714 S. EXPRESSWAY 281	EDINBURG, TX 78539	(956)386–0726	(956)380–4395
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956) 381–6480	(956)381–0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956) 381–6480	(956)381–0527

SUBDIVISION PLAT OF:

SAN PABLO SUBDIVISION No. 2

A 36.97 ACRE TRACT OF LAND OUT OF LOT 99, HALL–FIFIELD SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 53, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO CORRECTION GENERAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1978374, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 36.97 ACRE TRACT OF LAND OUT OF LOT 99, HALL–FIFIELD SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 53, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO CORRECTION GENERAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1978374, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 60D NAIL FOUND IN THE CENTERLINE OF ALBERTA ROAD FOR THE NORTHEAST CORNER OF LOT 99 AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°51' W, ALONG THE EAST LINE OF LOT 99, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 30.00 FEET FOR THE SOUTH RIGHT OF WAY LINE OF ALBERTA ROAD, A TOTAL DISTANCE OF 1,320.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE SOUTHEAST CORNER OF LOT 99 AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°09' W, ALONG THE SOUTH LINE OF LOT 99, A DISTANCE OF 1,219.29 FEET TO A POINT ON THE EAST LINE OF THE DONNA IRRIGATION DISTRICT No.1 100.00 FOOT UPPER WEST MAIN CANAL RIGHT OF WAY FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08°51'15" E, ALONG THE EAST LINE OF SAID DONNA IRRIGATION DISTRICT No.1 100.00 FOOT UPPER WEST MAIN CANAL RIGHT OF WAY, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 1,290.00 FEET FOR THE SOUTH RIGHT OF WAY LINE OF ALBERTA ROAD, A TOTAL DISTANCE OF 1,320.00 FEET TO A COTTON PICKER SPINDLE SET ON THE NORTH LINE OF LOT 99 AND IN THE CENTERLINE OF ALBERTA ROAD FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°09' E, ALONG THE NORTH LINE OF LOT 99 AND THE CENTERLINE OF ALBERTA ROAD, A DISTANCE OF 1,219.19 FEET TO THE POINT OF BEGINNING AND CONTAINING 36.97 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH WYNN RANCHES SUBDIVISION, RECORDED IN INSTRUMENT NUMBER 1993961, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

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

STATE OF TEXAS · REGISTERED · ALFONSO QUINTANILLA 4856 · PROFESSIONAL LAND SURVEYOR

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

SEPTEMBER 4, 2014
DATE

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor" whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted, The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein, Thus agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above–described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this___ day of _____ 20___.

TILLMIN WELCH, PRESIDENT
BUENA TIERRA DEVELOPMENT, INC.
3714 S. EXPRESSWAY 281
EDINBURG TX, 78539

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, TILLMIN WELCH, PRESIDENT OF BUENA TIERRA DEVELOPMENT, INC, AS OWNER OF THE 36.97 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED SAN PABLO SUBDIVISION No. 2, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

TILLMIN WELCH, PRESIDENT
BUENA TIERRA DEVELOPMENT, INC.
3714 S. EXPRESSWAY 281
EDINBURG TX, 78539

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared TILLMIN WELCH, PRESIDENT OF BUENA TIERRA DEVELOPMENT, INC.
proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposed and consideration thereby expressed.

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

NEYDA S. RAMIREZ
Notary Public, State of Texas
My Commission Expires
March 17, 2017

NEYDA S. RAMIREZ – NOTARY PUBLIC

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

WE THE UNDERSIGNED CERTIFY that this plat of the SAN PABLO SUBDIVISION No. 2 was reviewed and approved by the Hidalgo County Commissioners Court on _____, _____.

Hidalgo County Judge — date
ATTEST: Hidalgo County Clerk — date

THIS PLAT IS HEREBY APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 ON THIS, THE ____DAY OF _____, 20___.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT #2 RIGHTS OF WAYS OR EASEMENTS.

PRESIDENT — ATTEST: SECRETARY

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY:_____

STATE OF TEXAS
COUNTY OF HIDALGO

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

STATE OF TEXAS · ALFONSO QUINTANILLA 95534 · LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 83995

11-7-14
DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF SAN PABLO SUBDIVISION No. 2 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, 20___.

ENVIRONMENTAL HEALTH DIVISION MANAGER — 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

INDEX OF SHEETS

SHEET 1.– HEADING INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: MAP: LOT, STREETS, AND EASEMENT LAYOUT: DESCRIPTION (METES AND BOUNDS): ENGINEER'S & SURVEYOR'S CERTIFICATION: NOTES AND RESTRICTIONS: OWNER'S DEDICATION, CERTIFICATION, PLAT ATTESTATION: COUNTY CLERK'S RECORDING CERTIFICATE: REVISION NOTES, HCDD NO. 1 CERTIFICATION, H.C. RIGHT OF WAY CERTIFICATE, NORTH ALAMO WSC STATEMENT, HEALTH DELPARTMENT HIDALGO COUNTY IRRIGATION DISTRICT NO 2 CERTIFICATE AND COUNTY JUDGE'S CERTIFICATION, REVISION NOTES.

SHEET 2.– ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION) SUBDIVIDER CERTIFICATE & STATEMENT, REVISION NOTES.

SHEET 3.– DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION, CONSTRUCTION DETAILS, REVISION NOTES.

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

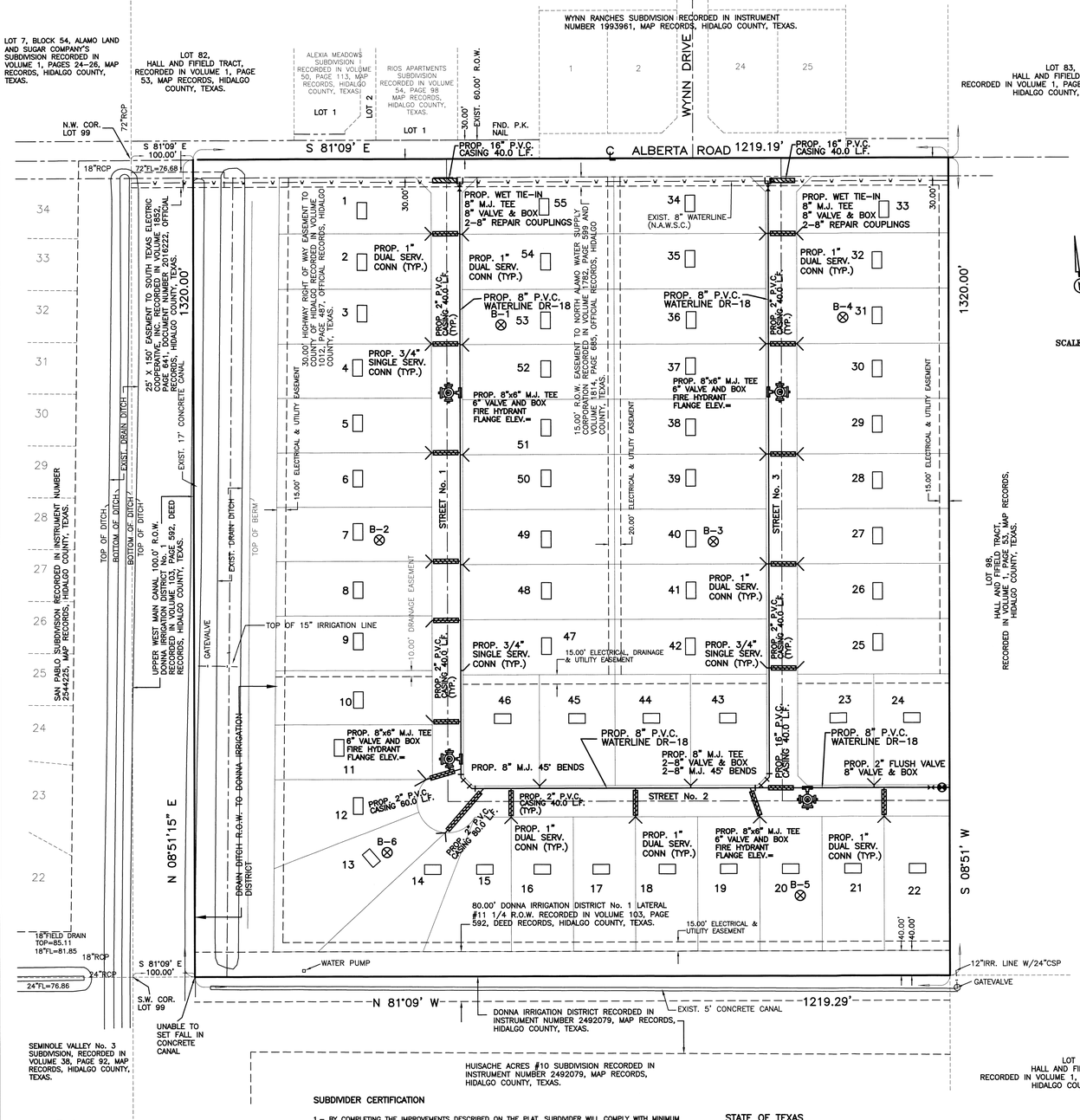
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F–1513
SURVEYING REGISTRATION NUMBER 100411–00

LAND SURVEYORS
PHONE 956–381–6480
FAX 956–381–0527
OFFICE@QHAENGINEERING.COM

SHEET NO. 1 OF 3 SHEETS

FILENAME : F:\DATA\SUBD\H.C.\SAN PABLO 2\PLAT			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
10–14–2014	LG		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

MAP OF WATER DISTRIBUTION SYSTEM/ MAPA DE DISTRIBUCION DE AGUA



B-1 ⊗ TEST BORINGS

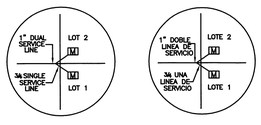
☐ SEPTIC TANK (OSSF)

COST ESTIMATE

WATER DISTRIBUTION:	$
DRAINAGE IMPROVEMENTS:	$
PAVING IMPROVEMENTS:	$
SEPTIC TANK (OSSF):	$

[M] WATER METER BOX
—8" WATER SUPPLY LINE
—SERVICE LINES

[M] CAJA DE MEDIDOR DE AGUA
—8" LINEA DE AGUA
—LINEAS DE SERVICIOS



SUBDIVIDER CERTIFICATION

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

SUBDIVIDER STATEMENT:

TILLMIN WELCH, PRESIDENT

1.– I (WE), BUENA TIERRA HOLDINGS LLC SUBDIVIDERS OF **SAN PABLO SUBDIVISION No. 2** HEREBY CERTIFY SEWER PERMITS, AS APPLICABLE, HAVE BEEN PAID AND COPIES OF RECEIPTS ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

_____ _____

TILLMIN WELCH, PRESIDENT — DATE
BUENA TIERRA HOLDINGS LLC
3714 S. EXPRESSWAY 281
EDINBURG TX, 78539

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared
TILLMIN WELCH, PRESIDENT OF BUENA TIERRA HOLDINGS, L.L.C.
proved to me through his Texas Department of Public
Safety Driver License to be the person whose name is subscribed to the foregoing instrument,
who, being by me first duly sworn, declared that the statements therein are true and correct
and acknowledged that he executed the same for the purposed and consideration thereby expressed.

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

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

_____
LILIA A. QUINTANILLA– NOTARY PUBLIC

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

SAN PABLO SUBDIVISION No. 2

A 36.97 ACRE TRACT OF LAND OUT OF LOT 99, HALL–FIFIELD SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 53, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO CORRECTION GENERAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1978374, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

FINAL ENGINEERING REPORT FOR SAN PABLO SUBDIVISION No. 2:
BY ALFONSO QUINTANILLA, P.E.

WATER SUPPLY: Description and Costs.

SAN PABLO SUBDIVISION No. 2 WILL BE PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION ("N.A.W.S.C."). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAVE PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THE SUBDIVISION. N.A.W.S.C. HAS AN EXISTING 8" DIAMETER WATERLINE RUNNING ALONG THE SOUTH SIDE OF ALBERTA ROAD.

THE WATER SYSTEM FOR SAN PABLO SUBDIVISION No. 2 CONSIST OF AN 8" DIAMETER WATERLINE THAT CONNECTS TO THE SAID 8" WATERLINE ON ALBERTA ROAD AND RUNS SOUTH ON THE WEST SIDE OF STREET 3. ON THE SOUTHEAST CORNER OF LOT 43, THE 8" DIAMETER WATERLINE TURNS WEST AND RUNS ALONG THE NORTH SIDE OF STREET 2, ENDING WITH A 2" FLUSH VALVE ON THE SOUTHEAST CORNER OF LOT 24.

AN 8" DIAMETER WATERLINE CONNECTS TO THE EXISTING 8" WATERLINE ON ALBERTA ROAD AND RUNS SOUTH ALONG THE EAST SIDE OF STREET 1. THIS 8" DIAMETER WATERLINE LOOPS BACK WITH THE PREVIOUS WATERLINE ON STREET 2.

FROM THE 8" WATERLINE, TWENTY–FIVE (25) 1" DUAL WATER SERVICES RUN TO PAIRS OF LOTS BEFORE SPLITTING INTO 3/4" DIAMETER SINGLE SERVICES AND FIVE (5) 3/4" DIAMETER SINGLE SERVICES GOING TO THE METER BOXES FOR EACH LOT.

THE 8" DIAMETER WATERLINE, THE 1" DUAL SERVICE LINES, THE 3/4" SINGLE SERVICE LINES, AND THE WATER METER BOXES WILL BE INSTALLED AT A TOTAL COST OF $ OR $ PER LOT. IN ADDITION, THE SUBDIVIDER WILL PAY N.A.W.S.C. THE SUM OF $ OR $ PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUISITION FEES AND ALL MEMBERSHIPS OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C.. UPON REQUEST BY THE LOT OWNER OF A LOT, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE SUBDIVIDER HAS INSTALLED FOUR (4) FIRE HYDRANTS AT A UNIT COST OF $ FOR A TOTAL COST OF $. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES: Description and Costs.

SEWAGE FROM SAN PABLO SUBDIVISION No. 2, IS TREATED BY INDIVIDUAL ON–SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAINFIELD ON EACH LOT. THE SITE EVALUATOR (LICENSE NUMBER OS 12258) HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. HIGHLIGHTS OF THE REPORT ARE AS FOLLOWS:

EACH LOT IN THE SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE THE UNITED STATES OF AGRICULTURE SOIL CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A FINE SANDY LOAM. THE SITE EVALUATOR (LICENSE NUMBER OS 12258) HAD SIX (6) TEST BORINGS MADE AT OPPOSITE AREAS OF THE SUBDIVISION AT THE CENTERS OF LOTS 7, 13, 20, 31, 40 and 53. (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMITED AREA.) THE SOIL REPORT AS PREPARED BY THE SITE EVALUATOR (LICENSE NUMBER OS 12258) INDICATES A CLAY LOAM AND SANDY CLAY LOAM (WITH TEXURE CLASS I) EXTENDING MORE THAN 24" BELOW THE BOTTOM OF ANY EXIST. EXCAVATIONS. THE SUBDIVISION DRAINS WELL. THE 10–YEAR STORM BEING CONTAINED WITHIN THE STREET AND THE DRAINAGE EASEMENTS.

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSFS WILL BE INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL AT A TOTAL COST OF $. THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF ON .

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE.I CERTIFY THAT THE ESTIMATED COSTS TO INSTALL CONSTRUCTED WATER AND ON–SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES– THESE FACILITIES WILL BE FULLY CONSTRUCTED, WITH INSTALLATION OF WATER METERS, AT A TOTAL COST OF $ OR $ PER LOT.

SEWAGE FACILITIES– THESE FACILITIES FULLY CONSTRUCTED WILL COST A GRAND TOTAL OF $ WHICH EQUALS TO $ PER LOT.

STATE OF TEXAS · ALFONSO QUINTANILLA · 95534 · LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 93995

11-7-14
DATE

REPORTE FINAL DE INGENIERIA PARA LA SUBDIVISION SAN PABLO SUBDIVISION No. 2:
POR ALFONSO QUINTANILLA, P.E.

PROVISION DE AGUA: Descripcion y Gastos.

SAN PABLO SUBDIVISION No. 2 SERA PROVISTA DE AGUA POTABLE POR LA COMPAÑIA DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISION Y LA COMPAÑIA DE AGUA N.A.W.S.C. SE HAN COMPROMETIDO A PROVEER DE AGUA SUFICIENTE A LA SUBDIVISION POR UN PERIODO DE 30 AÑOS. LA COMPAÑIA DE AGUA N.A.W.S.C. HA PRESENTADO LA DOCUMENTACION DEMOSTRANDO LA DISPONIBILIDAD DE CANTIDAD Y CALIDAD DE AGUA A LARGO PLAZO QUE SERVIRA PARA EL FUTURO DESARROLLO DE LA SUBDIVISION. N.A.W.S.C. TIENE UN LINEA EXISTENTE DE 8" DE DIAMETRO DE AGUA QUE CORRE POR EL LADO SUR DE ALBERTA ROAD..

EL SISTEMA DE AGUA PARA SAN PABLO SUBDIVISION No. 2 CONSISTE DE UNA LINEA DE AGUA DE 8" DE DIAMETRO QUE SE CONNECTA CON LA LINEA EXISTENTE DE AGUA DE 8" DE DIAMETRO Y CORRE SUR POR EL LADO OESTE DE LA CALLE TRES (STREET 3). EN LA ESQUINA SUDESTE DE LOTE 43, LA LINEA DE AGUA DE 8" DE DIAMETRO VOLTEA OESTE Y CORRE POR EL LADO NORTE DE LA CALLE 2 (STREET 2), TERMINANDO CON UNA VALVULA DE 2" EN LA ESQUINA SUDESTE DE LOTE 24.

OTRA LINEA DE AGUA DE 8" DE DIAMETRO SE CONNECTA CON LA LINEA EXISTENTE DE AGUA DE 8" DE DIAMETRO EN ALBERTA ROAD Y CORRE SUR POR EL LADO ESTE DE LA CALLE 1 (STREET 1). ESTA LINEA DE AGUA DE 8" DE DIAMETRO CONNECTA CON LA LINEA DE AGUA DE 8" DE DIAMETRO QUE CORRE POR EL LADO NORTE DE LA CALLE 2 (STREET 2).

DE LA LINEA DE 8" DE DIAMETRO, SE DESPRENDEN VENTICINCO (25) SERVICIOS DOBLES DE 1" DE DIAMETRO QUE CORREN EN PARES HACIA LOS LOTES PARA DESPUES DIVIDIRSE EN DOS SERVICIOS SENCILLOS DE 3/4" DE PULGADA, Y CINCO (5) SERVICIOS SENCILLOS DE 3/4" QUE VAN HACIA LOS MEDIDORES DE CADA LOTE.

LA LINEA DE 8" DE DIAMETRO, LAS LINEAS DE SERVICIO DOBLE DE 1" DE DIAMETRO, LAS LINEAS DE SERVICIO SENCILLO DE 3/4" DE DIAMETRO Y LAS CAJAS DE LOS MEDIDORES DE AGUA SERAN INSTALADAS A UN COSTO TOTAL DE US$ O US$ POR LOTE. ADICIONALMENTE, EL DUEÑO DE LA SUBDIVISION PAGARA A N.A.W.S.C. LA CANTIDAD DE US$ O US$ POR SOLAR DE ACUERDO AL CONTRATO Y DOCUMENTO DE 30 AÑOS DE SERVICIO DE AGUA POTABLE EL CUAL CUBRE LOS MEDIDORES DE AGUA, INSTALACION, CONEXION Y MEMBRESIAS. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑIA N.A.W.S.C. LO INSTALARA SIN ALGÖN GASTO AL DUEÑO. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN HA INSTALADO CUATRO (4) BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE US$ POR CADA UNO CUAL GASTA UNA CANTIDAD TOTAL US$. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: Descripcion y Gastos.

EL DRENAJE DE SAN PABLO SUBDIVISION No. 2, TENDRA FOSAS SEPTICAS INDIVIDUALES (OSSF) CONSISTIENDO EN UN DISEÑO NORMAL, CON DOBLE COMPARTIMIENTO DE FOSA SEPTICA (OSSF) Y UN CAMPO DE DRENAJE EN CADA SOLAR. EL EVALUADOR (LIC# OS 12258) DE ENSUCIE HA INSPECCIONADO, EVALUADO Y REPORTADO QUE LA UBICACION DE LA SUBDIVISION ES CONVENIENTE PARA FOSAS SEPTICAS (OSSF). EL REPORTE FUE EXAMINADO Y APROBADO POR EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO.

CADA SOLAR EN LA SUBDIVISION MIDE MEDIO ACRE DE TAMAÑO. EL LIBRO DE SERVICIOS Y CONSERVACION DEL SUELO DEL DEPARTAMENTO DE AGRICULTURA DE LOS ESTADOS UNIDOS (USDA) INDICA UNA MEZCLA DE BARRO ARENOSO. EL EVALUADOR (LIC# OS 12258) HIZO SIEZ (6) PRUEBAS CON AGUJEROS EN EL CENTRO DE LOS LOTES 7, 13, 20, 31, 40 y 53. (PRUEBAS ADICIONALES NO FUERON NECESARIAS PORQUE EL SUELO ES MUY UNIFORME DENTRO DEL AREA DELIMITADA). EL SUELO ES UN MARGA DE BARRO ARENOSO Y MARGA DE BARRO (CON TEXTURA CLASE II) EXTENDIDO A MAS DE 24 PULGADAS BAJO EL FONDO DE CUALQUIER EXCAVACION POR EL EVALUADOR (LIC# OS 12258). NO HAY PRESENCIA DE AGUA SUBTERRANEA BAJO LA CAPA DE 24 PULGADAS DE FONDO DE LAS EXCAVACIONES.

EL COSTO TOTAL PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR SON US$, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS TODAS LAS FOSA SÉPTICAS SERAN INSTALADAS EN EL PROCESO DE LA APROBACIÓN FINAL. A UN COSTO TOTAL DE US$ EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODOS LAS FOSAS SÉPTICAS Y AH APROBADO LA INSTALACIÓN DE LAS FOSAS SÉPTICAS DESDE EL .

CERTIFICACION:

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

AGUA: EL SISTEMA DE AGUA (TODO INCLUSO) SERA CONSTRUIDO, CON LA INSTALACION DE LOS MEDIDORES DE AGUA, EL COSTO TOTAL ES DE US$ 0 US$ POR LOTE.

DRENAJE: SE ESTIMA QUE LAS FOSAS SEPTICAS COSTARAN US$ POR LOTE (TODO INCLUSO) A UN COSTO TOTAL DE US$ PARA TODA LA SUBDIVISION.

STATE OF TEXAS · ALFONSO QUINTANILLA · 95534 · LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 93995

11-7-14
DATE

THE COUNTY OF HIDALGO TEXAS

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

ON: _____ AT_____ AM/PM
INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

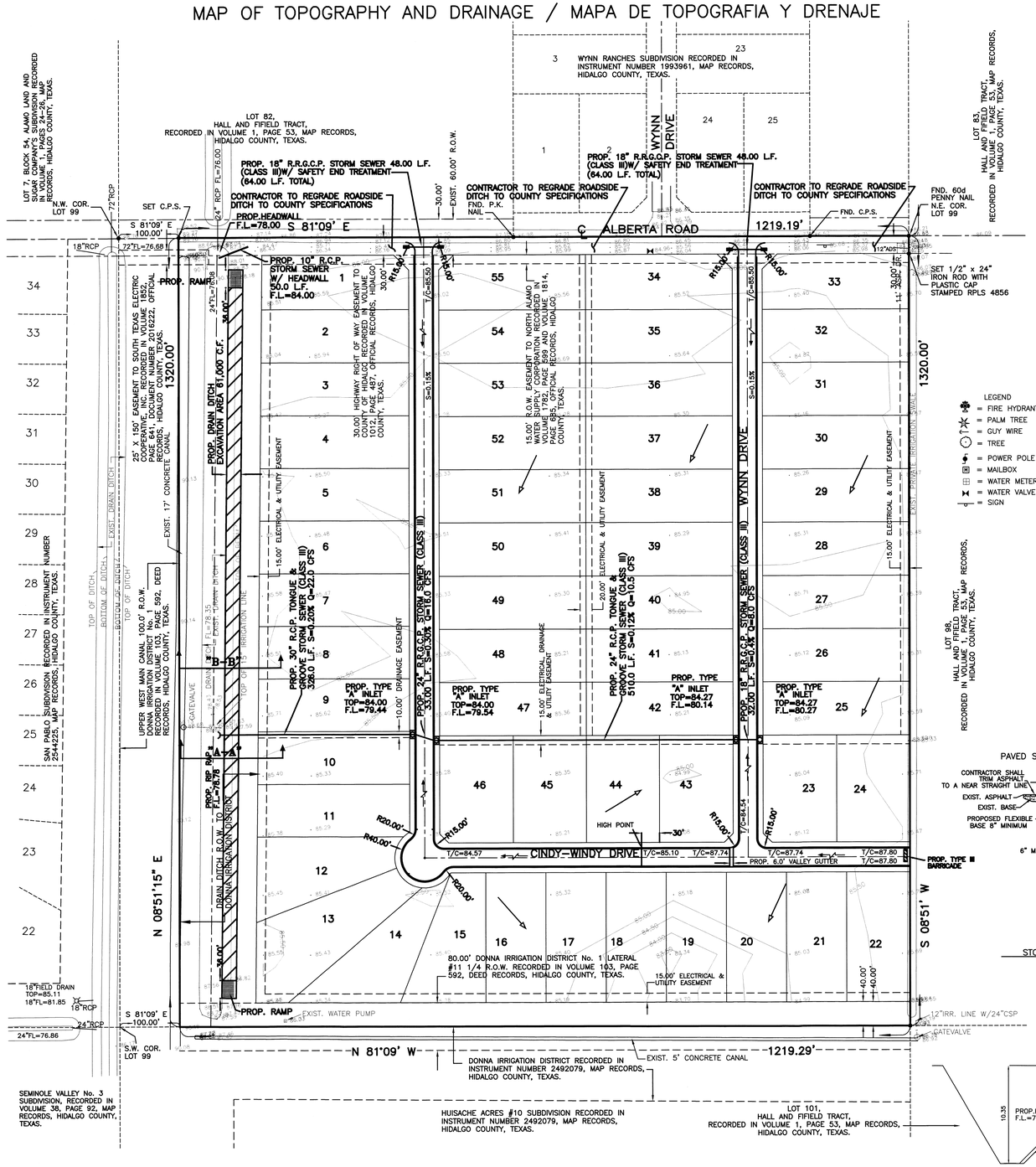
BY:_____ DEPUTY

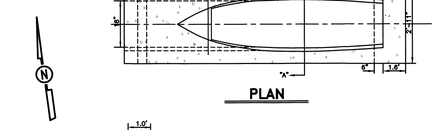
REVISION NOTES

No.	Sheet	REVISION	Date	Approved

SHEET NO. 2 OF 3 SHEETS	FILENAME = P:\DATA\SUBD\HC\SAN PABLO SUBDIVISION No. 2\WATER BPLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	10-15-2014	M. GONZALEZ		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

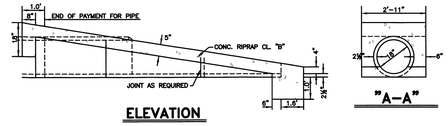
MAP OF TOPOGRAPHY AND DRAINAGE / MAPA DE TOPOGRAFIA Y DRENAJE





PLAN

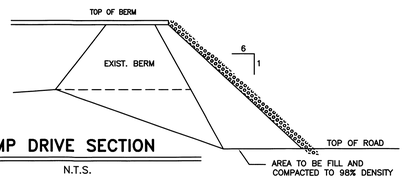
SCALE: 1"=100'



ELEVATION "A-A"

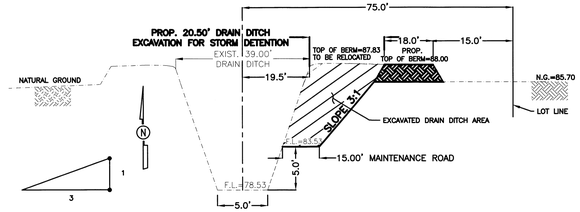
SAFETY END TREATMENT

NOT TO SCALE



RAMP DRIVE SECTION

N.T.S.



DRAIN DITCH EXCAVATION CROSS SECTION "A-A"

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.

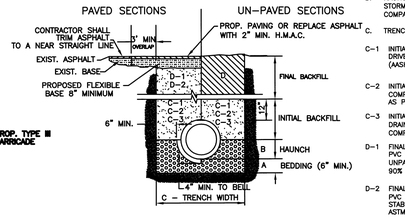
C-3 INITIAL BACKFILL FOR HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SHALL BE CLASS I OR CLASS II (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 90% SPD, 8" LIFTS, MECHANICAL COMPACTION.

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.

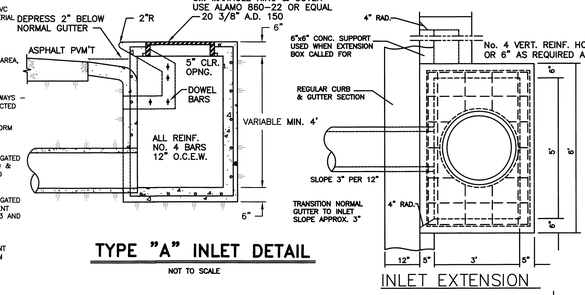
D. FINAL BACKFILL – COMPACTED TO 90% STANDARD PROCTOR DENSITY (12" LIFT, MECHANICAL COMPACTION). FOUNDATION PREPARATION (WELLPOINTS, GRAVEL OR CEMENT STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE. BACKFILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED 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 SUBSITUTE.

NOTE: MAXIMUM COVER SHALL BE IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.



STORM TRENCH BEDDING AND BACKFILL DETAILS

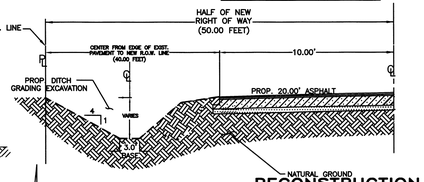
N.T.S.



TYPE "A" INLET DETAIL

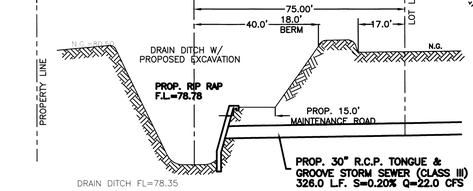
NOT TO SCALE

INLET EXTENSION



RECONSTRUCTION OF ROAD SIDE DITCH

NOT TO SCALE

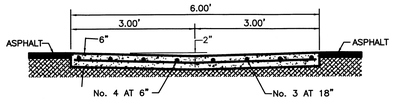


STORM DISCHARGE STRUCTURE (NORTHWEST SIDE)

NOT TO SCALE

STORM SEWER CROSS SECTION B-B

NOT TO SCALE



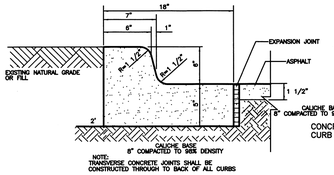
CONC. VALLEY GUTTER

NOT TO SCALE

FLOW DIRECTION OF WATER

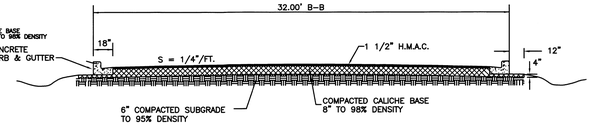
COST ESTIMATE

WATER DISTRIBUTION:	$ 0
DRAINAGE IMPROVEMENTS:	$ 0
PAVING IMPROVEMENTS:	$ 0
SEPTIC TANK (OSSF):	$ 0



INTEGRAL CURB & GUTTER

N.T.S.



STREET SECTION

NOT TO SCALE

SAN PABLO SUBDIVISION No. 2

A 36.97 ACRE TRACT OF LAND OUT OF LOT 99, HALL-FIFIELD SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 53, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO CORRECTION GENERAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1978374, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

DRAINAGE REPORT FOR
San Pablo Subdivision No.2

San Pablo Subdivision No.2 is a 36.97 acre tract of land out of Lot 99, Hall-Fifield Subdivision, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 1, Page 53, map records, Hidalgo County, Texas, and according to Special Warranty Deed with Vendor's Lien recorded in Document Number 2551162, official records, Hidalgo County, Texas. This subdivision is located on the south side of Alberto Road approximately 1,200.00 feet west of Valverde Road (F.M. 1423). The proposed subdivision will consist of 55 residential lots.

The tract is Zone "C" as per FEMA Flood Insurance Rate Map, Community Panel No. 480334 0425 C, dated on November 16, 1982.

This soil is sandy clay loam, clay, and clay loam. This soil is well drained. Permeability is moderate. Plasticity Index has a range of 11-35. See attached Soil Survey of Hidalgo County, Texas tables.

Presently, the site has very minimal runoff. The existing runoff for the proposed subdivision is Q= 10.50 cubic feet per second based on a 10-year storm.

After development the runoff will be Q= 31.79 cubic feet per second for an increase of Q= 21.29 cubic feet per second. Detention will be 60,960.87 cubic feet (1.40 acre feet) and will be accomplished by excavating this volume within the existing Donna Irrigation Drain Ditch located on the west side of this development. Street runoff will flow into proposed type "A" inlets that will drain into a proposed storm sewer system consisting of 18 inch, 24 inch and 30 inch drain lines. The proposed drain lines will drain and outfall into the existing Donna Irrigation District Drain Ditch.

THE COUNTY DRAINAGE DITCH FLOWS NORTH THEN EAST. THE DRAINAGE DITCH CARRIES WATER EASTWARD WHERE IT EMPTIES INTO LAGUNA MADRE. THE 10 YEAR FLOOD IS CONTAINED WITHIN THE RIGHT-OF-WAY OF STREET AND WITHIN THE DRAINAGE SWALES OF THE SUBDIVISION AS SHOWN BELOW. A RESTRICTIVE COVENANT (SET OUT ON SHEET 1 UNDER PLAT NOTES AND RESTRICTIONS) PROHIBITS THE CONSTRUCTION OF RESIDENTIAL HOUSING IN ANY AREA OF THE SUBDIVISION THAT IS IN A FLOODPLAIN UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968. AS FURTHER NOTED ON SHEET 1, THE FINISHED FLOOR ELEVATION OF EACH HOUSE IS REQUIRED TO BE AT LEAST 18 INCHES ABOVE THE TOP OF THE AVERAGE HEIGHT OF THE CURB IN FRONT OF THE LOT. THESE MEASURES PROVIDE POSITIVE DRAINAGE AWAY FROM ALL BUILDINGS, AVOID CONCENTRATING RUNOFF ONTO OTHER LOTS, AND COORDINATE INDIVIDUAL LOT DRAINAGE WITH THE GENERAL STORM DRAINAGE PATTERN FOR THE AREA. THE MAP BELOW ILLUSTRATES THE FLOW PATTERNS FOR THE RUNOFF.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100-YEAR FLOODPLAIN FOR ZONE "C" [AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN] AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0425 C (NOVEMBER 16, 1982) IS CONTAINED WITHIN THE RIGHT-OF-WAY OF STREET AND WITHIN THE DRAINAGE OF THE SUBDIVISION, AS SHOWN BELOW.

STATE OF TEXAS
ALFONSO QUINTANILLA
93534
LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 93995

11-7-14
DATE

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

THE COUNTY OF HIDALGO TEXAS

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

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00

LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

SHEET NO. 3 OF 3 SHEETS	FILENAME : P:\DATA\SUBD\H.C.\SAN PABLO2\B-PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	10-14-2014	LG		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

HIDALGO COUNTY
PLANNING DEPARTMENT

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

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

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 12-02-2014

PROPOSED **SUNRIDGE VALLEY** SUBDIVISION, PRECINCT No. **1** .

ENGINEER FIRM: **M. GARCIA ENGINEERING, LLC** DEVELOPER: **ALDO QUINTANILLA**

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

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

LOCATION DESCRIPTION: **Southeast corner of Mile 15 North and Servando Barrera St.**

SUBDIVISION LIES WITHIN THE: ☒ *The rural area of the County.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **03-12-14** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **On site detention ponds with an outfall to Mile 15 roadside ditch.**

DISTANCE TO DRAIN DITCH: **¼ mile East of the Subdivision**

ROAD R.O.W. DEDICATION: **30 feet to Mile 15 North Road**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **06-12-14** By, **Roy Gonzalez** PCT. 1 R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **03-23-14** By, **Elizardo 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: **NAWSC** LINE SIZE: **6"** LOCATION: **North side of Mile 15 Rd.**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **06-27-14** : By **Martin Ramirez, Environmental Compliance Coordinator**

☒ **SMALL CONSTRUCTION**

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

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON:

STAFF RECOMMENDS:

☒ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments*

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

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

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

GENERAL PLAT NOTES AND RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
ZONE "X" AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN
COMMUNITY NO. 480334 0450 C, DATED JUNE 06, 2000, REVISED TO REFLECT LOMAR DATED MAY 30, 2002

THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN. COMMUNITY-PANEL NO. 480334 04500 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.

2. LOT 1 SHALL BE FOR MULTI-FAMILY USES. THE ENGINEER HAS SUBMITTED PLANNING MATERIALS FOR THIS PURPOSE AND NO ALTERATIONS OR CHANGES TO THE APPROVED DESIGN OF THIS MULTI-FAMILY PROPOSAL SHALL BE MADE UNLESS A RE-SUBDIVISION PLAT IS APPROVED BY THE COUNTY FOR SUCH CHANGES. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING LOT.

3. MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOT 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 FOR ALL THE LOT WITHIN A DESIGNATED FLOOD ZONE SHALL BE REQUIRED FOR FOR ALL THE LOT WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

4. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
-->B.M. NO. 1- A 5/8" X 2' IRON ROD WITH BLUE PLASTIC CAP STAMPED "R.O.W.S. CONTROL" SET 24.65 FEET FROM THE CENTER LINE OF MILE 15.
N: 16624334.78 , E: 1146682.71 , Z: 68.68

5. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 2,740.86 CUBIC-FEET (0.062922 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE DRAINAGE REPORT ON SHEET 3 FOR STORM IMPROVEMENTS.)

6. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENTS. 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.

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

8. 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 THE DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

9. AN OFF-STREET PARKING LOT SITE & DRAINAGE PLAN APPROVED BY HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR SCHOOLS, & 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 AND DRAINAGE AND OSSF PLANS ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

10. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TECQ AND HIDALGO COUNTY REGULATIONS FOR SEWERAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWAGE ONLY.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY ALSO BE 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 DRAINAGE SYSTEM.

E. APPROVED OSSF PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

11. ALDO QUINTANILLA, THE OWNER & SUBDIVIDER OF SUNRIDGE VALLEY 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.

12. DRAINAGE DETENTION POND SHALL BE CONSTRUCTED IN DESIGNATED EASEMENT AREAS AS DESIGNED BY PROJECT PLAT ENGINEER AT DEVELOPMENT APPLICATION PERMIT STAGE PRIOR TO THE COUNTY ISSUING A FINAL LIGHT AND WATER CLEARANCE. NO FINAL LIGHT OR WATER CLEARANCE SHALL BE ISSUED UNTIL THE DRAINAGE DETENTION POND IS CONSTRUCTED BY OWNER AND INSPECTED BY COUNTY.

13. THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE IF IT DETERMINES AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAN THE STATED ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAN THE ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THIS SUBDIVISION.

14. THE PURCHASER OF EACH LOT SHALL BE RESPONSIBLE TO INSTALL DRIVEWAY COVERT REINFORCED PIPE OF NO LESS THAN 15 INCHES IN DIAMETER AND 24 FEET IN LENGTH.

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, ALDO QUINTANILLA , AS OWNER (S) OF A 1.00 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED SUNRIDGE VALLEY SUBDIVISION , HEREBY THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATED TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE 232.032 AND THAT:
(A) THAT 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 THE STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS. I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

OWNER: ALDO QUINTANILLA
1024 W. MILE 14 NORTH
WESLACO, TEXAS 78596

STATE OF TEXAS:
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED THE ABOVE NAMED TRUSTEES, KNOWN TO ME BY THE PERSON(S) WHOSE NAME(S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR PURPOSED AND CONSIDERATIONS THEREIN STATED,

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

ROTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
MY COMMISSION EXPIRES.

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

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF SUNRIDGE VALLEY SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON

_____ , 2014.

HIDALGO COUNTY JUDGE DATED:

ATTEST: HIDALGO COUNTY CLERK DATE

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 _____ ,ON

_____ , 2014 AND WAS RECORDED IN BOOK _____ SHEET(S)

THE PLAT RECORDS OF HIDALGO COUNTY AT _____ O'CLOCK _____ ON _____ ,2014.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURE 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.

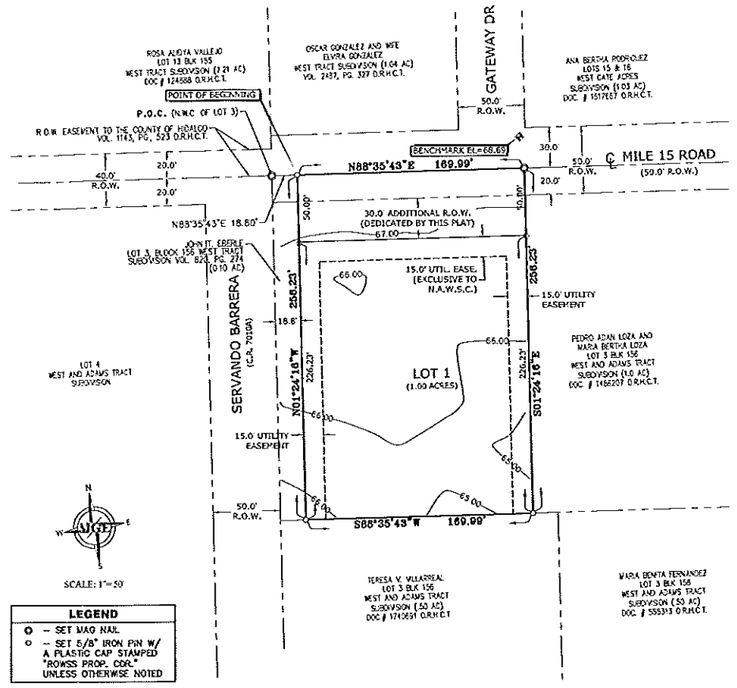
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____ DATED: _____

HEALTH DEPARTMENT CERTIFICATE:

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

ENVIRONMENTAL HEALTH DIVISION MANAGER DATE:



LEGEND	
o	– SET MAG NAIL
o	– SET 5/8" IRON PIN W/ A PLASTIC CAP STAMPED "ROWSS PROP. COR." UNLESS OTHERWISE NOTED

WATER DISTRICT CERTIFICATE:

THIS PLAT APPROVED BY HIDALGO & CAMERON COUNTY IRRIGATION DISTRICT NO. 9
ON THIS , _____ DAY OF _____ . AD. 2014.

NOTE:
THE RATE OF FLOW OF WATER SHALL BE NO GREATER THAN THE RATE OF FLOW OF WATER WHEN THE LAND WAS AGRICULTURAL USE.

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON H.&G.C.I.D. No. 9 RIGHT-OF-WAY OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF H.&G.C.I.D. No. 9.

GENERAL MANAGER H.& G.C.I.D. NO. 9 DATED:

ENGINEER'S STATEMENT:

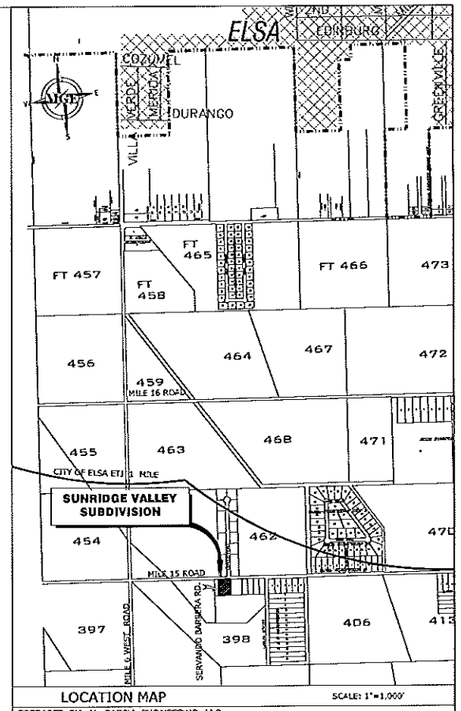
I, MARIANO GARCIA, A REGISTERED AND PROFESSIONAL ENGINEER LICENSED IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN GIVEN PROPER AND ADEQUATE ENGINEERING CONSIDERATION.

MARIANO GARCIA, P.E. DATE:
REG. LICENSED ENGINEER No. 90956

SURVEYOR'S STATEMENT:

I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THIS SURVEY IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT OBSERVABLE EVIDENCE OF EASEMENTS ON THE GROUND ARE SHOWN AND OBSERVABLE EVIDENCE OF BUILDINGS, STRUCTURES AND OTHER IMPROVEMENTS SITUATED ON THE ABOVE PREMISES ARE SHOWN.

KURT SCHUMACHER. DATED:
REG. PROFESSIONAL LAND SURVEYOR
NO. 6333



LOCATION MAP SCALE: 1"=1,000'

PREPARED BY: M. GARCIA ENGINEERING, LLC.
400 NOLANA SUITE N2
MCALLEN, TEXAS 78504
DATE PREPARED: SEPTEMBER 27, 2013
DATE SURVEYED: JUNE 13, 2013 PROJECT NO. 13-329

PLAT OF
SUNRIDGE VALLEY SUBDIVISION
A 1.00 ACRE TRACT OF LAND, LOCATED ON MILE 15 ROAD, 1,300 FEET, MORE OR LESS, EAST OF MILE 6 WEST ROAD IN HIDALGO COUNTY, TEXAS, OUT OF LOT 3 BLOCK 156 OF THE WEST AND ADAMS TRACT SUBDIVISION, AS RECORDED IN VOLUME 2 PAGE 34-37 OF THE MAP RECORDS, HIDALGO COUNTY, TEXAS

PLAT SHEET 1 OF 3

DESCRIPTION:
METES AND BOUNDS
STATE OF TEXAS
HIDALGO COUNTY, TEXAS

BEING A 1.00 ACRE TRACT OF LAND, LOCATED IN HIDALGO COUNTY, TEXAS, OUT OF LOT 3 BLOCK 156 OF THE WEST AND ADAMS TRACT SUBDIVISION, AS RECORDED IN VOLUME 2 PAGE 34-37 OF THE MAP RECORDS, HIDALGO COUNTY, TEXAS, BEING THAT TRACT OF LAND CONVEYED TO JUAN JOSE MARTINEZ BY CORRECTION DEED DATED MARCH 21, 2002 DESCRIBED IN DOCUMENT NUMBER 1915214, OF THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, SAID 1.00 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT A MAG NAIL SET IN MILE 15 FOR THE NORTHWEST CORNER OF SAID LOT 3, THE NORTHEAST CORNER OF LOT 4, BLOCK 156, WEST AND ADAMS TRACT SUBDIVISION;

THENCE, WITH MILE 15 NORTH ROAD AND THE NORTH LINE OF LOT 3, N88°35'43"E A DISTANCE OF 18.80 TO A 5/8" IRON PIN WITH CAP STAMPED "ROWSS PROP. COR." SET FOR THE NORTHWEST CORNER AND THE POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE, CONTINUING WITH MILE 15 NORTH ROAD AND THE NORTH LINE OF SAID LOT 3, N88°35'43"E A DISTANCE OF 169.99 (DEED 170.0) FEET TO A MAG NAIL SET FOR THE NORTHWEST CORNER OF A CALLED 1.00 ACRE TRACT OF LAND CONVEYED TO PEDRO AND MARIA LOZA, AS DESCRIBED IN DOCUMENT No. 1486207, OF THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE, DEPARTING MILE 15 NORTH ROAD AND THE NORTH LINE OF LOT 3, WITH THE WEST LINE OF SAID PEDRO AND MARIA LOZA TRACT, S01°24'16"E, AT A DISTANCE OF 20.00 FEET PASSING THE SOUTH LINE OF MILE NORTH ROAD, CONTINUING A TOTAL DISTANCE OF 256.23 FEET TO A 5/8" IRON PIN WITH PLASTIC CAP STAMPED "ROWSS PROP. COR." SET IN THE NORTH LINE OF A CALLED 0.50 OF AN ACRE TRACT OF LAND CONVEYED TO TERESA GONZALEZ VILLAREAL, AS DESCRIBED IN DOCUMENT No. 1740691, OF THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, FOR THE SOUTHEAST CORNER OF THIS HERDN DESCRIBED TRACT OF LAND;

THENCE, PARALLEL TO THE NORTH LINE OF SAID LOT 3 AND WITH THE NORTH LINE OR THE SAID TERESA GONZALEZ VILLAREAL TRACT, S88°35'43"W A DISTANCE OF 169.99 (DEED 170.0) FEET TO A 5/8" IRON PIN WITH PLASTIC CAP STAMPED "ROWSS PROP. COR" SET FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE, PARALLEL TO THE WEST LINE OF LOT 3, N01°24'16"W, AT A DISTANCE OF 236.23 FEET PASSING THE SOUTH LINE OF MILE 15 NORTH ROAD, CONTINUING A TOTAL DISTANCE OF 256.23 FEET TO THE POINT OF BEGINNING AND BEING A 1.00 ACRE TRACT OF LAND.

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	PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS, LEGAL DESCRIPTION (METES AND BOUNDS), SURVEYOR'S AND ENGINEERS CERTIFICATION, PLAT NOTES AND	
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PRINCIPAL CONTACTS

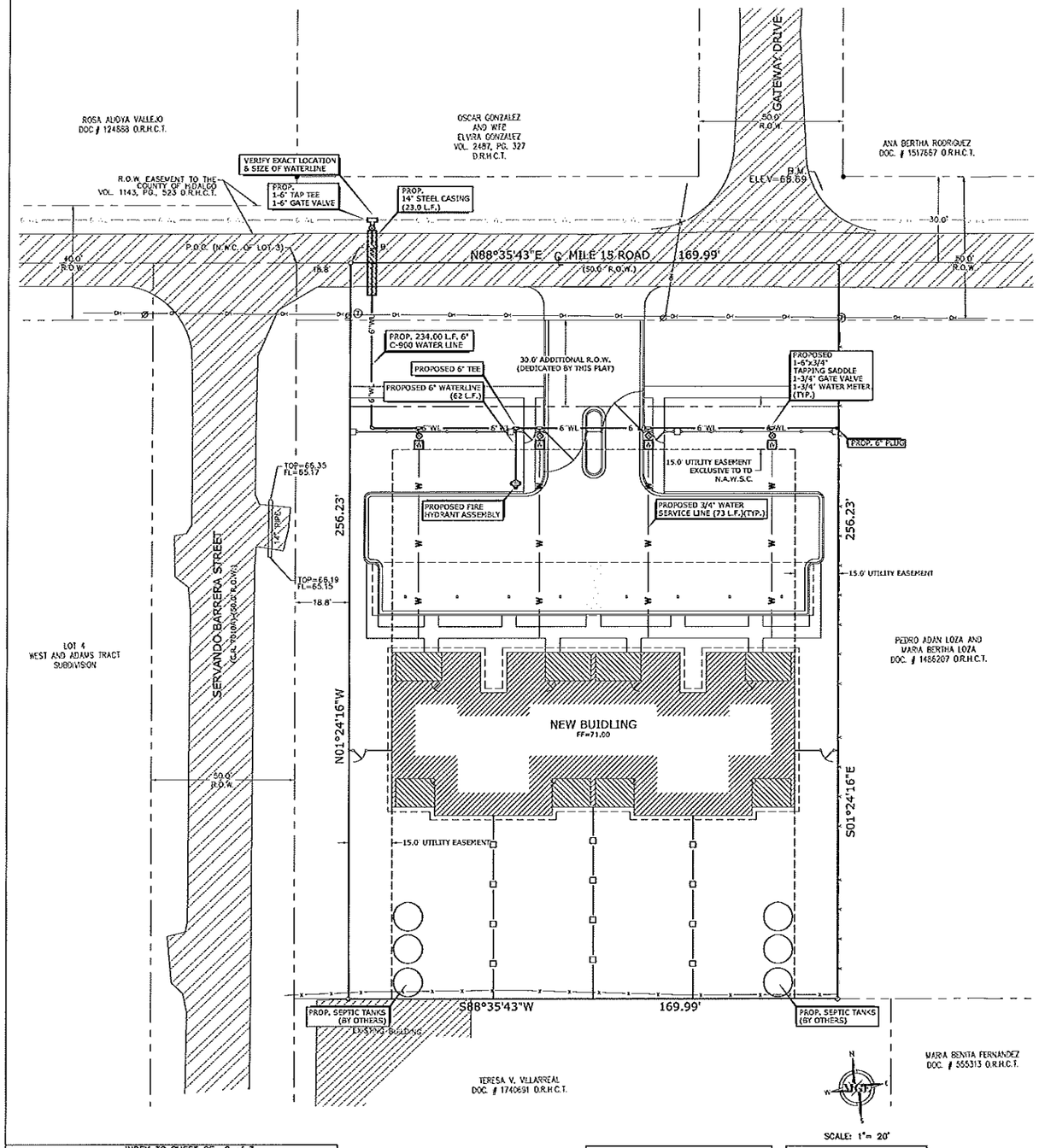
NAME	ADDRESS	CITY, STATE & ZIP CODE	PHONE	FAX
OWNER/SE: ALDO QUINTANILLA	1024 W. MILE 14 NORTH	WESLACO, TEXAS 78596	(956) 532-6084	(956) 687-3211
ENGINEER: MARIANO GARCIA, P.E.	400 NOLANA SUITE N2	MCALLEN, TEXAS 78504	(956) 687-9421	
SURVEYOR: KURT SCHUMACHER, R.P.L.S.	900 S. STEWART, SUITE 13	MISSION, TEXAS 78572	(956) 424-3333	

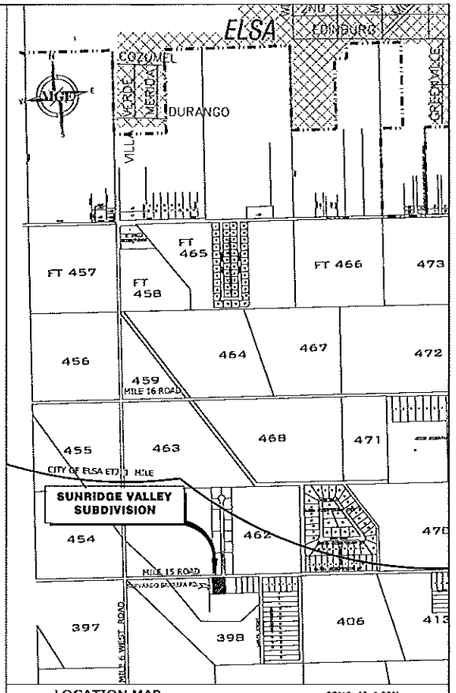
SUNRIDGE VALLEY SUBDIVISION

A 1.00 ACRE TRACT OF LAND, LOCATED IN HIDALGO COUNTY, TEXAS, OUT OF LOT 3 BLOCK 156 OF THE WEST AND ADAMS TRACT SUBDIVISION, AS RECORDED IN VOLUME 2 PAGE 34-37 OF THE MAP RECORDS, HIDALGO COUNTY, TEXAS

JOB No. 13-329

MGE
CIVIL ENGINEERING
M GARCIA ENGINEERING, LLC
400 NOLANA STE. N2 McALLEN, TEXAS 78504
PH: 956.687-9421 FX: 956.687-3211
TBPE FIRM REG. NUMBER 7-9929
WWW.MGARCIAENGINEERING.COM





LOCATION MAP SCALE: 1"=1,000'

PREPARED BY: M. GARCIA ENGINEERING, LLC.
400 NOLANA SUITE N2
MCALLEN, TEXAS 78504

DATE PREPARED: SEPTEMBER 27, 2013
DATE SURVEYED: JUNE 13, 2013 PROJECT NO. 13-329

PLAT OF
SUNRIDGE VALLEY SUBDIVISION
A 1.00 ACRE TRACT OF LAND, LOCATED ON MILE 15 ROAD, 1,320 FEET, MORE OR LESS, EAST OF MILE 6 WEST ROAD IN HIDALGO COUNTY, TEXAS, OUT OF LOT 3 BLOCK 155 OF THE WEST AND ADAMS TRACT SUBDIVISION, AS RECORDED IN VOLUME 2 PAGE 33-37 OF THE MAP RECORDS, HIDALGO COUNTY, TEXAS

PLAT SHEET 2 OF 3

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 THE 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 OF THE 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 THE GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATING SAID WATERLINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF AND 15' IN WIDTH, THE CENTERLINE 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 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 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 SMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO AS LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF THE SAID GRANTOR EXECUTES THIS INSTRUMENT THIS_____DAY

OF_____, 20_____

ENGINEERING REPORT FOR:
SUNRIDGE VALLEY SUBDIVISION
BY: MARIANO GARCIA, P.E.

WATER SUPPLY DESCRIPTION, COST, AND OPERABILITY DATE:
SUNRIDGE VALLEY 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 6"DIAMETER WATERLINE RUNNING ALONG THE NORTH RIGHT-OF-WAY OF MILE 15 ROAD. THE WATER SYSTEM FOR SUNRIDGE VALLEY SUBDIVISION CONSISTS OF AN 6"DIAMETER WATERLINE THAT TAPS INTO THE EXISTING 6"DIAMETER LINE. THE PROPOSED 6" DIAMETER WATERLINE RUNS 72 FEET SOUTH, THEN RUNS 162 FEET EAST INSIDE A 15' N.A.W.S.C. EASEMENT, ADJACENT TO MILE 15 ROAD TO A 6" PLUG.

THE 6" DIAMETER WATERLINE, THE SINGLE SERVICE CONNECTIONS, AND THE METER BOXES HAVE BEEN INSTALLED AT A TOTAL COST OF $_____. IN ADDITION THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $_____ WHICH COVERS THE COST OF THE LOT AND CONNECTION PER UNIT AS STATED IN THE 30-YEARWATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL SUM OF WATER METER WATER RIGHTS ACQUISITION FEES AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL UNITS 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 UNIT. THE SUBDIVIDER HAS INSTALLED ONE (1) FIRE HYDRANT AT A COST OF $_____. THE ENTIRE WATER SYSTEM HAS BEEN APPROVED 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 DATE:
SEWAGE FROM SUNRIDGE VALLEY SUBDIVISION IS TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES (OSSF) CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAINFIELD FOR THIS LOT. THE SITE EVALUATOR (LICENSE NO. OS _____) HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. HIGHLIGHTS OF THE REPORT ARE AS FOLLOWS:

THE LOT IN THE PROPOSED SUNRIDGE VALLEY SUBDIVISIONIS IS AT LEAST 1/2 ACRE IN SIZE. THE UNITED STATES OF AGRICULTURAL SOIL CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A FINE SANDY LOAM. THE SITE EVALUATOR (LICENSE NO. OS_____)HAD 2 TEST BORINGS MADE AT OPPOSITE AREAS OF THE SUBDIVISION AT THE CENTER OF THE LOT (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMITED AREA.) THE SOIL REPORT AS PREPARED BY THE SITE EVALUATOR (LICENSE NO. OS _____) INDICATES A UNIFORM SANDY LOAM (WITH TEXTURE CL #) EXTENDING MORE THAN 24 BELOW THE BOTTOM OF ANY EXISTING EXCAVATIONS. THE SUBDIVISION DRAINS WELL. THE 10-YEAR FLOOD PLAIN BEING CONTAINED WITHIN THE STREET AND DRAINAGE EASEMENTS.

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $_____ INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSF'S HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL, AT A TOTAL COST OF $_____. THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF ON _____ , 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 ESTIMATED COSTS TO INSTALL WATER AND SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES-- THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $_____.

SEWAGE FACILITIES-- THESE FACILITIES FULLY CONSTRUCTED WILL COST A GRAND TOTAL OF $_____.

ENGINEER'S SIGNATURE DATE

PROVISIÓN DE AGUA: DESCRIPCIÓN, GASTOS Y FECHAS DE INICIO.
LA SUBDIVISIÓN SUNRIDGE VALLEY RECIBIRA SU PROVISION DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (LA COMPAÑIA DE AGUA NAWSC) EL DUEÑO DE LA SUBDIVISION Y NAWSC HAN FIRMADO UN CONTRATO EN EL QUE N.A.W.S.C. HA PROMETIDO PROVEER AGUA SUFICIENTE PARA LA SUBDIVISIÓN POR LO MENOS 30 AÑOS Y NAWSC HA PROPORCIONADO DOCUMENTACIÓN PARA ESTABLECER LA SUFICIENTE CANTIDAD DE LARGO PLAZO Y LA CALIDAD DE LOS SUMINISTROS DE AGUA DISPONIBLE PARA SERVIR EL PLENO DESARROLLO DE ESTE INOSO.

N.A.W.S.C. TIENE UN CONDUCTO DE AGUA 6 PULGADAS DE DIÁMETRO A LO LARGO DEL DERECHO DE VIA (RIGHT-OF-WAY) NORTE DE LA CARRETERA MILE 15 ROAD. EL SISTEMA DE AGUA PARA LA SUBDIVISIÓN SUNRIDGE VALLEY SE COMPONE DE UN CONDUCTO DE AGUA 6 PULGADAS DE DIÁMETRO QUE SE CONECTA CON EL CONDUCTO DE AGUA EXISTENTE 6 PULGADAS DE DIÁMETRO. EL CONDUCTO DE AGUA 6 PULGADAS DE DIÁMETRO PROPUESTA ASCIENDE 72 PIES AL SUR Y ENTONCES GIRA 162 PIES DEL ESTE DENTRO LOS 15 PIES DE SERVIDUUMBRE DE N.A.W.S.C. JUNTO A MILE 15 ROAD A UN TAPON DE 6 PULGADAS.

EL CONDUCTO DE AGUA 6 PULGADAS DE DIÁMETRO, LAS CONEXIONES DE SERVICIO ÚNICO Y LA CAJAS DE MEDIDORES SE HAN INSTALADO EN UN COSTO TOTAL DE $_____. ADEMÁS LA DUEÑO HA PAGADO NAWSC LA SUMA DE $_____ CUAL CUBRE EL COSTO DEL LOTE Y CONEXIÓN POR UNIDAD COMO SE INDICA EN EL CONTRATO DE SERVICIO QUE 30-YEARWATER SUM REPRESENTA LA SUMA TOTAL DE AGUA METER LOS DERECHOS DE AGUA CARGOS DE ADQUISICIÓN Y TODA LA AFILIACIÓN U OTROS CARGOS ASOCIADOS CON LA CONEXIÓN DE LAS UNIDADES INDIVIDUALES EN LA SUBDIVISIÓN A NAWSC A PETICIÓN DE LA LOT PROPIETARIO NAWSC PUNTUALMENTE INSTALAR SIN CARGO EL MEDIDOR DE AGUA PARA QUE LA UNIDAD. SUBDIVIDER LA HA INSTALADO UN (1) BOCA DE INCENDIOS A UN COSTO DE $_____. SISTEMA DE AGUA TODO HA SIDO APROBADO POR NAWSC Y DICHO SISTEMA DE DISTRIBUCIÓN ES OPERABLE PARTIR DE LA FECHA DE LA GRABACIÓN DE LA PLAT.

DRENAJE: DESCRIPCIÓN, COSTO Y FECHA OPERABILIDAD:
SE INSTALARA UN FOSA SEPTICA INDIVIDUAL EN SITIO QUE CONSISTE EN UN DISEÑO ESTÁNDAR DOBLE COMPARTIMENTO POZOS SEPTICOS Y UN CAMPO DE DRENAJE EN ESTE LOTE. EL EVALUADOR DE SITIO (LICENCIA NO. OS _____) HA EVALUADO LA CONVENIENCIA DEL SITIO SUBDIVISIÓN PARA (OSSF). EL REPORTE FUE REVISADO Y APROBADO POR EL DEPARTAMENTO DE SALUD CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT) SEGUN EL REPORTE.

EL LOTE EN LA SUBDIVISIÓN SUNRIDGE VALLEY ES AL MENOS 1/2 ACRE DE TAMAÑO. LOS ESTADOS UNIDOS DE SUELO AGRÍCOLA DEL SERVICIO DE CONSERVACIÓN DEL SUELO ENCUESTA DE LIBRO ÍNDICA UNA MULTA FRANCO ARENOSOS. EL EVALUADOR DE SITIO (LICENCIA NO. OS _____) TENÍA 2 TALADRADO DETERMINACIÓN SE HACE A ÁREAS OPUESTOS DEL FRACCIONAMIENTO EN EL CENTRO DE LA LOT (EXCAVACIONES ADICIONALES ERAN INNECESARIAS PORQUE LOS SUELOS SON UNIFORMES MUY DENTRO DE ESTA ZONA LIMITADA.) INFORME DEL SUELO COMO PREPARADO POR LA EVALUADOR DE SITIO (LICENCIA NO. OS _____) INDICA UN UNIFORME FRANCO ARENOSOS (CON TEXTURA CL #) QUE SE EXTIENDE MÁS DE 24 DEBAJO DEL FONDO DE CUALQUIER EXCAVACIÓN EXISTENTES. EL FRACCIONAMIENTO DRENA BIEN. LOS 10 AÑOS DE LA INUNDACIÓN LLANO CONTENIDO DENTRO DE LA CALLE Y EL DRENAJE SERVIDUUMBRES.

EL COSTO PARA INSTALAR UN SISTEMA SÉPTICO EN UN LOTE INDIVIDUAL ES $ _____ INCLUYENDO EL COSTO PARA EL PERMISO REQUERIDO Y LICENCIA. TODOS OSSF DE HABER SIDO INSTALADO COMO PARTE DEL TIEMPO DE SOLICITUD DE HOMOLOGACIÓN PLAT FINAL, EN UN COSTO TOTAL DE $ _____. EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO HA INSPECCIONADO Y APROBADO LA INSTALACIÓN DE TODOS LOS OSSF EN _____, 2014.

CERTIFICACIÓN DE INGENIERO:
CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMA DE AGUA Y DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNADO A LAS SUBDIVISIONES), ADOPTADAS EN EL SCCION 16343 DEL TEXAS WATER CODE (CODIGO DE AGUA DE TEXAS). CERTIFICO DE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA--EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTUIDO MENOS EL MEDIDOR MECANICO DE AGUA QUE COSTARA UN TOTAL DE $ _____
DRENAJE--SE ESTIMA QUE LA FOSA SEPTICA COSTARA $ _____

FIRMA DEL INGENIERO FECHA

SUBDIVIDER CERTIFICATION:

1-- BY COMPLETING THE IMPROVEMENTS BEING DESCRIBED IN 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 TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE BY THE STATE AND COUNTY REGULATIONS.

SUBDEVIDER STATEMENT:

1-- I, ALDO QUINTANILLA SUBDIVIDER OF SUNRIDGE VALLEY SUBDIVISION HEREBY CERTIFY SEWER PERMITS AS APPLICABLE HAVE BEEN PAID AND COPIES OF RECEIPTS ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO THE LO OF THE TYPE QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING OR RESIDING IN THE LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS TO THE STATE AS REQUIRED BY THE STATE AND COUNTY REGULATIONS.

ALDO QUINTANILLA DATE
1024 W. MILE 14 NORTH
WESLACO, TEXAS 78596

STATE OF TEXAS:
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED THE ABOVE NAMED TRUSTEES, KNOWN TO ME BY THE PERSON(S) WHOSE NAME(S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR PURPOSED 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.

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SHEET 1	HEADING, INDEX, LOCATION MAP AND TITLE BLOCK; PROSPECTIVE CONTRACTS; 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 CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE CITY OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; U.S.G.S. NO. 1 CERTIFICATION; IRRIGATION DISTRICT CERTIFICATE OF APPROVAL; REVISION NOTES
SHEET 2	WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP; ENGINEERING REPORTS
SHEET 3	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; DRAINAGE, AND ENGINEER'S ACKNOWLEDGEMENT MAP OF TOPOGRAPHY

CONSTRUCTION COST ESTIMATE.

PAVING	=	$ 32,700.00
DRAINAGE	=	$ 20,200.00
WATER	=	$ 17,000.00
OSSF	=	$ 5,000.00
TOTAL	=	$ 74,900.00

LEGEND

- ● – FD. 1/2 INCH IRON ROD
- ○ – SET 1/2" IRON PIN W/ A PLASTIC CAP STAMPED "RONSS PROP. COR." UNLESS OTHERWISE NOTED

PRINCIPAL CONTACTS

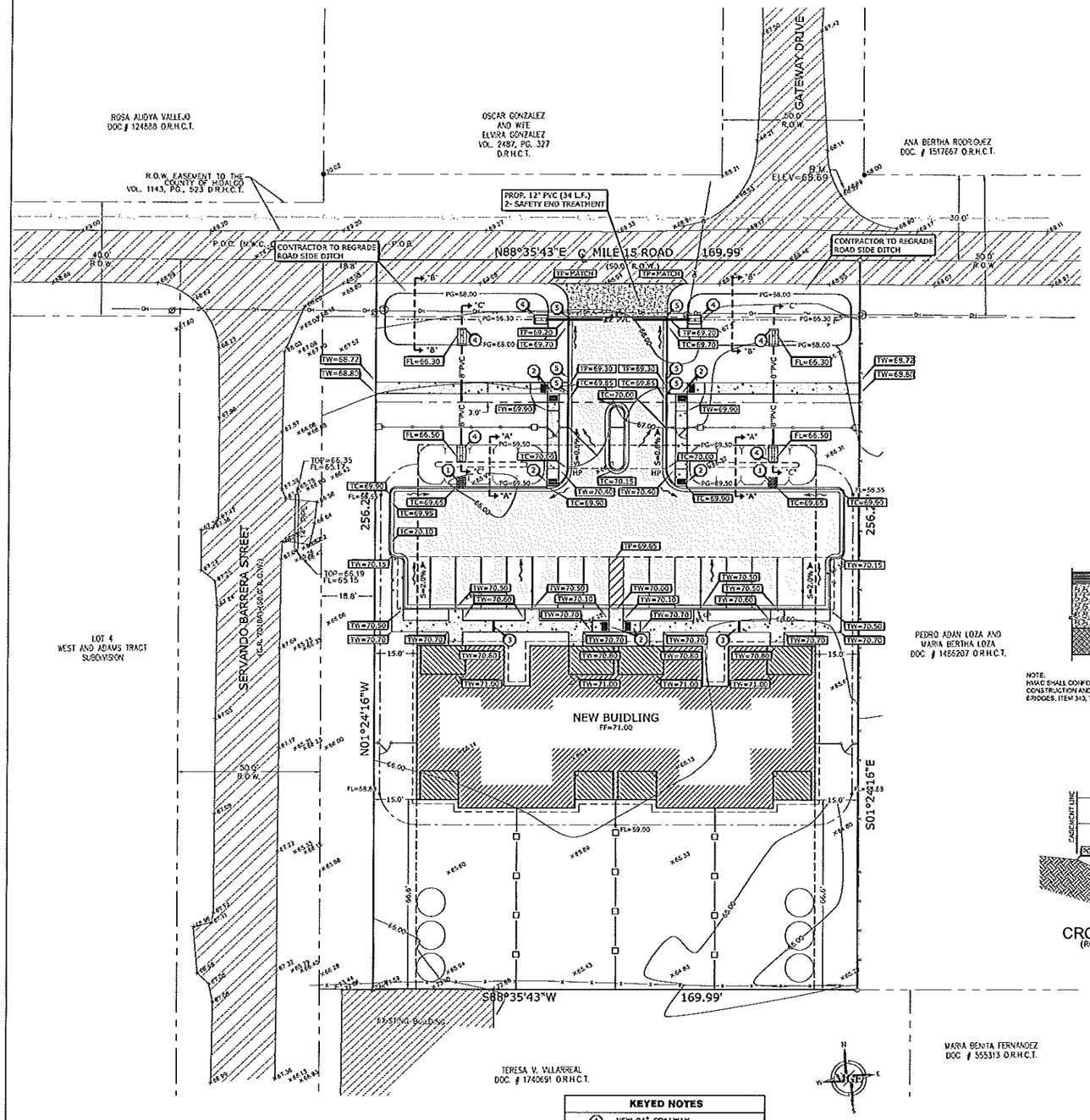
NAME	ADDRESS	CITY, STATE & ZIP CODE	PHONE	FAX
OWNER(S): ALDO QUINTANILLA	1024 W. MILE 14 NORTH	WESLACO, TEXAS 78596	(956) 532-0084	(956) 687-3211
ENGINEER: MARIANO GARCIA, P.E.	400 NOLANA SUITE N2	MCALLEN, TEXAS 78504	(956) 687-3423	
SURVEYOR: KURT SCHAMADAHER, R.P.L.S.	900 S. STEWART, SUITE 13	MISSION, TEXAS 78572	(956) 424-3335	

SUNRIDGE VALLEY SUBDIVISION

WATER AND SEWAGE UTILITY LAYOUT

JOB No. 13-329

MGE
M GARCIA ENGINEERING, LLC
400 NOLANA STE. N2 McALLEN, TEXAS 78504
CIVIL ENGINEERING
REGISTERED NUMBER F-9828
PH: 956.687.4411 FX: 956.687.3211
WWW.MGARCIAENGINEERING.COM



SCALE: 1"= 20'

KEYED NOTES

1. NEW 24' SPILLWAY
2. NEW ADA RAMPS
3. NEW SIDEWALK OPENING
4. NEW SAFETY END TREATMENT
5. NEW SLOPED CURB

LEGEND

- ◇ – SET MAG NAIL
- ○ – SET 5/8" IRON PIN W/ A PLASTIC CAP STAMPED "ROWSS PROP. COR." UNLESS OTHERWISE NOTED

DRAINAGE STATEMENT
SUNRIDGE VALLEY SUBDIVISION

I. PROJECT LOCATION

SUNRIDGE VALLEY SUBDIVISION IS A 1.00 ACRE TRACT OF LAND, LOCATED IN HIDALGO COUNTY, TEXAS, OUT OF LOT 3 BLOCK 156 OF THE WEST AND ADAMS TRACT SUBDIVISION, AS RECORDED IN VOLUME 2 PAGE 34-37 OF THE MAP RECORDS, HIDALGO COUNTY, TEXAS.

II. FLOOD PLAIN

THE PROPERTY IS LOCATED WITHIN ONE FLOOD ZONE AREA. ZONE "X", WHICH IS DESCRIBED AS "AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT WITH DRAINAGE AREAS LESS THAN ONE SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD." F.I.R.M. COMMUNITY PANEL NO. 480334 0450 C DATED: JUNE 6, 2000.

III. SOIL CONDITIONS

THE SOIL SURVEY OF HIDALGO COUNTY INDICATES THE SUBJECT PROPERTY LAYS IN ONE SOIL UNIT.

WILLACY FINE SANDY LOAM, 0 TO 1 PERCENT SLOPES. TYPICALLY, THE SURFACE IS DARK GRAYISH BROWN FINE SANDY LOAM ABOUT 14 INCHES THICK. THE NEXT LAYER, FROM 14 TO 19 INCHES IS DARK GRAYISH BROWN SANDY CLAY LOAM. THE NEXT LAYER, FROM 19 TO 59 INCHES, IS BROWN CLAY LOAM. THE LAYER EXTENDING FROM 59 TO 69 INCHES IS PALE BROWN SANDY CLAY LOAM. THE LAYER EXTENDING FROM 69 TO 80 INCHES IS VERY PALE BROWN SANDY CLAY LOAM. THE SOIL IS NONCALCAREOUS TO 42 INCHES. THE SOIL IS WELL DRAINED. SURFACE RUNOFF IS MEDIUM AND PERMEABILITY IS MODERATE. A FEW AREAS OF THIS SOIL HAVE BEEN ALTERED BY LAND LEVELING FOR IRRIGATION. POTENTIAL IS HIGH FOR URBAN AND RECREATION USES. THIS WILLACY SOIL IS IN CAPABILITY SUBCLASS IIE, NONIRRIGATED AND IRRIGATED; IT IS IN THE SANDY LOAM RANGE SITE.

IV. EXISTING CONDITION

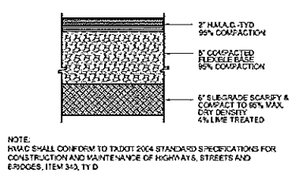
THE SUBJECT PROPERTY IS CURRENTLY UNDEVELOPED AND VACANT. EXISTING RUNOFF IS BY SURFACE FLOW. THE SITE TOPOGRAPHY ELEVATIONS RANGE FROM 0 TO 1 FOOT IN SOME AREAS. IN ACCORDANCE WITH THE DRAINAGE POLICIES OF THE COUNTY OF HIDALGO, THE RATIONALE METHOD, 10-YEAR FREQUENCY STORM EVENT WAS UTILIZED TO DETERMINE THE EXISTING STORM WATER RUNOFF FOR THIS SITE. THE TOTAL CONTRIBUTING 10-YEAR EXISTING STORM WATER RUNOFF FROM THIS SITE IS APPROXIMATELY 1.748 CFS, AS PER THE ATTACHED CALCULATIONS.

IV. PROPOSED CONDITION

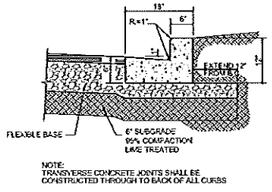
THE PROPOSED CONDITIONS FOR THIS SUBJECT TRACT WILL CONSIST OF A 1 LOT SUBDIVISION. DEVELOPMENT IN THE FORM OF IMPERVIOUS PAVEMENT AND COMMERCIAL BUILDINGS WILL INCREASE THE ULTIMATE STORM WATER RUNOFF. A STORM DRAINAGE CONVEYANCE SYSTEM COMPRISED OF STORM DRAINAGE PIPE, ROADSIDE DITCHES AND DETENTION PONDS WILL CAPTURE AND CONVEY THE STORM WATER RUNOFF OFFSITE TO THE EXISTING HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT #9 CANAL LOCATED IN THE SOUTH OF THIS PROPERTY. IN ACCORDANCE WITH THE COUNTY OF HIDALGO, THE RATIONALE METHOD, 10-YEAR FREQUENCY STORM EVENT WAS UTILIZED TO DETERMINE THE PROPOSED STORM WATER RUNOFF FROM THIS SITE. THE TOTAL CONTRIBUTING 10-YEAR DEVELOPED STORM WATER RUNOFF FROM THIS SITE IS APPROXIMATELY 2.234 CFS.

THE PEAK RATE OF RUNOFF WILL NOT BE INCREASED DURING THE 10-YEAR FREQUENCY STORM EVENT DUE TO THE IMPROVEMENTS IN THIS SUBDIVISION. THEREFORE, AS PER ATTACHED CALCULATIONS, 2740.66 CUBIC-FEET (0.062922 AC.-FT.) OF POST-DEVELOPMENT RUN-OFF WILL NEED TO BE DETAINED WITHIN LANDSCAPE AREAS AND DETENTION POND. A DRAINAGE PLAN SHALL BE APPROVED BY THE COUNTY OF HIDALGO AT THE TIME OF ISSUANCE OF BUILDING PERMIT.

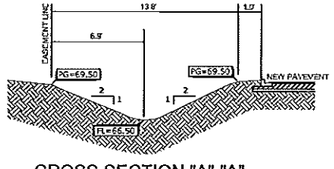
BY: _____
MARIANO GARCIA, P.E. DATE



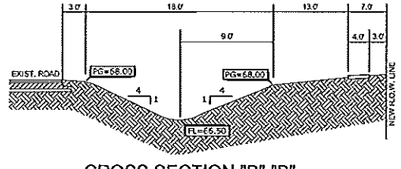
LIGHT DUTY HMAC
NOT TO SCALE



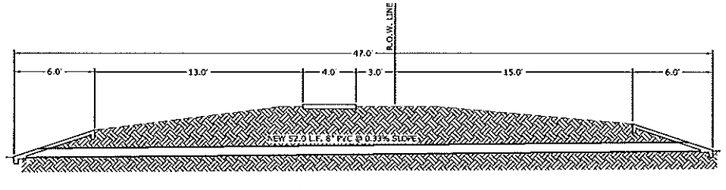
CURB & GUTTER
NOT TO SCALE



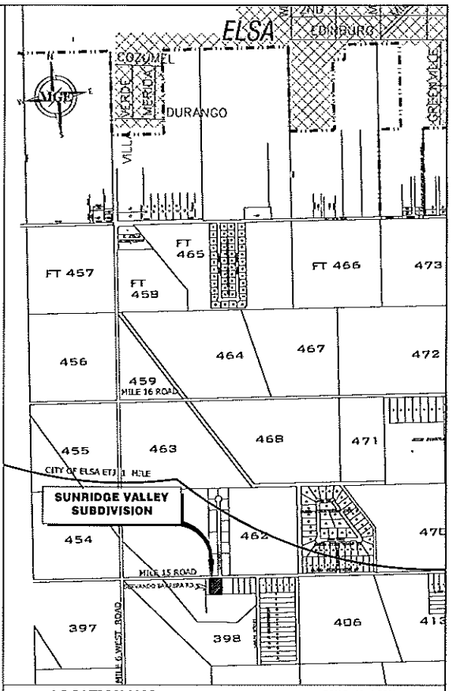
CROSS SECTION "A"-"A"
(ROAD SIDE DITCH-MILE 15 ROAD)
NOT TO SCALE



CROSS SECTION "B"-"B"
(ROAD SIDE DITCH-MILE 15 ROAD)
NOT TO SCALE



OVERFLOW CROSS SECTION "C"-"C"
NOT TO SCALE



LOCATION MAP
SCALE: 1"=1,000'

PREPARED BY: M. GARCIA ENGINEERING, LLC.
400 NOLANA SUITE N2
MCALLEN, TEXAS 78504
DATE PREPARED: SEPTEMBER 27, 2013
DATE SURVEYED: JUNE 13, 2013
PROJECT NO. 13-329

PRELIMINARY PLAT OF
SUNRIDGE VALLEY SUBDIVISION
A 1.00 ACRE TRACT OF LAND, LOCATED ON MILE 15 ROAD, 1,320 FEET, MORE OR LESS, EAST OF MILE 6 WEST ROAD IN HIDALGO COUNTY, TEXAS, OUT OF LOT 3 BLOCK 155 OF THE WEST AND ADAMS TRACT SUBDIVISION, AS RECORDED IN VOLUME 2 PAGE 34-37 OF THE MAP RECORDS, HIDALGO COUNTY, TEXAS

PLAT SHEET 3 OF 3

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SHEET 1	HEADING, ADDRESS, LOCATION MAP, AND ETA PRINCIPAL CONTACTS
	PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS, LEGAL DESCRIPTION (METES AND BOUNDS), SURVEYOR'S AND ENGINEERS CERTIFICATIONS, PLAT NOTES AND RESTRICTIONS, OWNER'S DEDICATION, CERTIFICATION, AND ACKNOWLEDGEMENT
	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 PROXIMITY THE PROJECT IS SITUATED, RECORD, NO. 1 CERTIFICATIONS, IRRIGATION DISTRICT CERTIFICATE OF APPROVAL)
	REVISION NOTES
SHEET 2	WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, ENGINEERING REPORTS
SHEET 3	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT, DRAINAGE, AND ENGINEER'S ACKNOWLEDGEMENT
	MAP OF TOPOGRAPHY

PRINCIPAL CONTACTS

NAME	ADDRESS	CITY, STATE & ZIP CODE	PHONE	FAX
OWNER(S): ALDO QUINTANILLA	1024 W. MILE 14 NORTH	WESLACO, TEXAS 78596	(956) 432-0084	
ENGINEER: MARIANO GARCIA, P.E.	400 NOLANA SUITE N2	MCALLEN, TEXAS 78504	(956) 687-6431	(956) 687-3211
SURVEYOR: KURT SCHUMACHER, R.P.L.S.	900 S. STEWART, SUITE 13	MISSION, TEXAS 78572	(956) 424-3335	

SUNRIDGE VALLEY SUBDIVISION

DRAINAGE PLAN AND MAP OF TOPOGRAPHY LAYOUT

JOB No. 13-329

MGE
CIVIL ENGINEERING
TBPE FIRM REG. NO. 9813 & F-9828
M GARCIA ENGINEERING, LLC
400 NOLANA STE. N2 McALLEN, TEXAS 78504
PH: 956 687-6431 FX: 956 687-3211
WWW.MGARCIAENGINEERING.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: 12-02-2014

PROPOSED **MGM PLATINUM RANCHES** SUBDIVISION, PRECINCT No. **4 .**

ENGINEER FIRM: **QUINTANILLA, HEADLEY & ASSOCIATES** DEVELOPER: **RICHARD GARZA**

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

NUMBER OF LOTS: **40** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ____ ☐COMMERCIAL ____ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **South of Curry Road, approximately ¼ mile East of Alamo Road**

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

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **12-07-14** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **Drainage will be provided by connecting to a existing storm drainage pipe system from MGM Grand Ranches Ph IV-A**

ROAD R.O.W. DEDICATION: **20 feet to Curry Road**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **10-22-14** By, **Jesse Ozuna** PCT. 4 R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **11-13-14** By, **Elizardo 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: **NAWSC** LINE SIZE: **8"** LOCATION: **South side of Curry Rd.**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **11-13-14** : 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:

STAFF RECOMMENDS:

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

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

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

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

SUBDIVISION PLAT OF:
MGM PLATINUM RANCHES

A 24.01 ACRE TRACT OF LAND OUT OF LOTS 11, 13 AND 14, R.B. CURRY SURVEY No.2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 23, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1236088, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 24.01 ACRE TRACT OF LAND OUT OF LOTS 11, 13 AND 14, R.B. CURRY SURVEY No.2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 23, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1236088, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A COTTON PICKER SPINDLE FOUND ON THE NORTH LINE OF LOT 11 AND IN THE CENTERLINE OF CURRY ROAD FOR THE NORTHEAST CORNER OF MGM GRAND RANCHES PHASE IV–B (RECORDED IN VOLUME 52, PAGE 114, MAP RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHWEST CORNER OF THIS TRACT, SAID SPINDLE BEARS S 81°03'44" E, 61.54 FEET FROM THE NORTHWEST CORNER OF LOT 11.

THENCE; S 81°03'44" E, ALONG THE NORTH LINE OF LOT 11 AND THE CENTERLINE OF CURRY ROAD, A DISTANCE OF 427.76 FEET TO A COTTON PICKER SPINDLE FOUND FOR THE NORTHWEST CORNER OF CURRY ACRES SUBDIVISION (RECORDED IN VOLUME 28, PAGE 56A, MAP RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 09°15'00" W, ALONG THE WEST LINE OF CURRY ACRES SUBDIVISION, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND AT 20.00 FEET FOR THE SOUTH RIGHT OF WAY LINE OF CURRY ROAD, PASSING AT 146.61 FEET THE SOUTHWEST CORNER OF CURRY ACRES SUBDIVISION AND THE NORTHWEST CORNER OF THE LUIS VEGUILLA TRACT (A 5.00 ACRE TRACT OUT OF LOT 11, R.B. CURRY SURVEY No.2, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 394102, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), AND CONTINUING ALONG THE WEST LINE OF THE LUIS VEGUILLA TRACT, THE WEST LINE OF THE JOSE ANGEL MEDINA TRACT (A 5.00 ACRE TRACT OUT OF LOT 11, R.B. CURRY SURVEY No.2, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 3368, PAGE 667, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), THE WEST LINE OF THE ADAN MALDONADO, JR. TRACT (A 10.00 ACRE TRACT OUT OF LOT 11, R.B. CURRY SURVEY No.2, ACCORDING TO CASH WARRANTY DEED RECORDED IN VOLUME 3377, PAGE 204, AND WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 426031, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), THE WEST LINE OF THE RMA GARZA TRACT (A 5.00 ACRE TRACT OUT OF LOT 14, R.B. CURRY SURVEY No.2, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 3314, PAGE 625, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), THE WEST LINE OF THE ARMANDO VILLEGAS TRACT (A 5.00 ACRE TRACT OUT OF LOT 14, R.B. CURRY SURVEY No.2, ACCORDING TO SPECIAL WARRANTY DEED RECORDED IN VOLUME 3306, PAGE 400, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), AND THE WEST LINE OF THE ROBERTO OLIVARES TRACT (A 5.00 ACRE TRACT OUT OF LOT 14, R.B. CURRY SURVEY No.2, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 3252, PAGE 566, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), A TOTAL DISTANCE OF 1,848.90 FEET TO A 1/2" IRON ROD FOUND ON THE NORTH LINE OF A 125.00 FOOT WIDE HIDALGO COUNTY IRRIGATION DISTRICT No.1 CANAL RIGHT OF WAY FOR THE SOUTHWEST CORNER OF THE ROBERTO OLIVARES TRACT AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 79°56'51" W, ALONG THE NORTH LINE OF SAID 125.00 FOOT HIDALGO COUNTY IRRIGATION DISTRICT No.1 CANAL RIGHT OF WAY, A DISTANCE OF 524.35 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 09°15'00" W, ALONG THE NORTH LINE OF SAID 125.00 FOOT HIDALGO COUNTY IRRIGATION DISTRICT No.1 CANAL RIGHT OF WAY, A DISTANCE OF 25.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 79°56'51" W, ALONG THE NORTH LINE OF A 100.00 FOOT HIDALGO COUNTY IRRIGATION DISTRICT No.1 CANAL RIGHT OF WAY, A DISTANCE OF 384.98 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR THE SOUTHEAST CORNER OF MGM GRAND RANCHES PHASE III (RECORDED IN VOLUME 48, PAGE 182, MAP RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 00°56'16" E, ALONG THE EAST LINE OF MGM GRAND RANCHES PHASE III, A DISTANCE OF 217.84 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 00°46'13" E, ALONG THE EAST LINE OF MGM GRAND RANCHES PHASE III, A DISTANCE OF 50.66 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 08°56'16" E, ALONG THE EAST LINE OF MGM GRAND RANCHES PHASE III, A DISTANCE OF 224.72 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND ON THE SOUTH LINE OF MGM GRAND RANCHES IV–A (RECORDED IN VOLUME 51, PAGE 444, MAP RECORDS, HIDALGO COUNTY, TEXAS) FOR AN EXTERIOR CORNER OF MGM GRAND RANCHES PHASE III AND AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 81°03'44" E, ALONG THE SOUTH LINE OF MGM GRAND RANCHES PHASE IV–A AND THE SOUTH LINE OF MGM GRAN RANCHES PHASE IV–B (RECORDED IN VOLUME 52, PAGE 114, MAP RECORDS, HIDALGO COUNTY, TEXAS), A DISTANCE OF 490.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR THE SOUTHEAST CORNER OF MGM GRAND RANCHES PHASE IV–B AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 08°56'16" E, ALONG THE EAST LINE OF MGM GRAND RANCHES PHASE IV–B, A DISTANCE OF 220.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 15°29'17" W, ALONG THE EAST LINE OF MGM GRAND RANCHES PHASE IV–B, A DISTANCE OF 54.92 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 08°56'16" E, ALONG THE EAST LINE OF MGM GRAND RANCHES PHASE IV–B, A DISTANCE OF 593.87 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 41°08'55" E, ALONG THE EAST LINE OF MGM GRAND RANCHES PHASE IV–B, A DISTANCE OF 59.10 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 08°56'16" E, ALONG THE EAST LINE OF MGM GRAND RANCHES PHASE IV–B, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND AT 429.80 FEET FOR THE SOUTH RIGHT OF WAY LINE OF CURRY ROAD, A TOTAL DISATANCE OF 449.50 FEET TO THE POINT OF BEGINNING AND CONTAINING 24.01 ACRES OF LAND MNORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH MGM GRAND RANCHES PHASE III, RECORDED IN VOLUME 48, PAGE 182, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF EDINBURG, TEXAS.

DATED THIS THE 28th DAY OF MAY 20 14.

REGISTERED PROFESSIONAL LAND SURVEYOR
No. 4856 STATE OF TEXAS

PLANNING & ZONING COMMISSION CERTIFICATION

"I, the undersigned, Chairperson of the Planning and Zoning Commission of the City of Edinburg, hereby certify that this subdivision plat known as ARIA RANCHES SUBDIVISION conforms to all requirements of the Subdivision Regulations of this City wherein my approval is required and has been approved for recording on the _____ day of _____, 20____."

CHAIRPERSON–PLANNING & ZONING COMMISSION

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

ATTEST:

MAYOR'S SIGNATURE — DATE — CITY SECRETARY — DATE

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY:_____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF MGM PLATINUM RANCHES WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____ 20____.

ENVIRONMENTAL HEALTH DIVISION MANAGER — DATE

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

MGM PLATINUM RANCHES, IS LOCATED IN MIDDLE HIDALGO COUNTY ON THE SOUTH SIDE OF CURRY ROAD AND APPROXIMATELY 2,861.00 FEET EAST OF ALAMO ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 77,100), MGM PLATINUM RANCHES, LIES APPROXIMATELY 1.7 MILES FROM THE CITY LIMITS AND IT IS WITHIN THE CITY'S TWO–MILE EXTRA–TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021 AND FIVE–MILE EXTRA TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001 AND LIES IN PCT. 4

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	GARCO, Ltd. BY: GARCO MANAGEMENT, L.L.C. BY: RICHARD A. GARZA, PRESIDENT	3910 W. FREDDY GONZALEZ	EDINBURG, TEXAS, 78540.	(956)383–6295	(956)381–9221
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381–6480	(956)381–0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381–6480	(956)381–0527

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SHEET 2.– ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION)

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STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, RICHARD A. GARZA, PRESIDENT OF GARCO MANAGEMENT, L.L.C., AS OWNER OF OF THE 24.01 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE MGM PLATINUM RANCHES, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:

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

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____ DATE

GARCO, Ltd.
BY: GARCO MANAGEMENT, L.L.C.
BY: RICHARD A. GARZA, PRESIDENT
3910 W. FREDDY GONZALEZ DR.
EDINBURG, TEXAS. 78539.

STATE OF TEXAS
COUNTY OF HIDALGO

GARCO, Ltd.
BY: GARCO MANAGEMENT, L.L.C.
BY: RICHARD A. GARZA, PRESIDENT

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

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

NEYDA S. RAMIREZ
Notary Public, State of Texas
My Commission Expires
March 17, 2017

NEYDA S. RAMIREZ – NOTARY PUBLIC

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 opputtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line therof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocata 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 relection of the structures referred to herein. Thus agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above–described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this____ day of _____, 20____.

GARCO, Ltd.
BY: GARCO MANAGEMENT, L.L.C.
BY: RICHARD A. GARZA, PRESIDENT

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

WE THE UNDERSIGNED CERTIFY that this plat of the MGM PLATINUM RANCHES, was reviewed and approved by the Hidalgo County Commissioners Court on _____, _____

_____ Date
Hidalgo County Judge

ATTEST: _____ Date
Hidalgo County Clerk

HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION. ALSO THERE WILL NOT BE ANY PERMANENT STRUCTURES ON THE DISTRICT RIGHT–OF WAYS AND/OR EASEMENTS.

THIS PLAT APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 ON THIS THE _____ DAY OF _____, 20____.

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON H.C.I.D. NO. 1 RIGHTS–OF–WAY OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE H.C.I.D. NO. 1

SECRETARY — PRESIDENT

STATE OF TEXAS
COUNTY OF HIDALGO

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

I CERTIFY THAT THE WATER AND SEWER SERVICE FACILITIES FOR LOTS INTENDED FOR RESIDENTIAL PURPOSES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. THE ESTIMATED COSTS TO INSTALL UNCONSTRUCTED WATER AND SEWAGE FACILITIES DESCRIBED ABOVE ARE AS FOLLOWS: WATER FACILITIES: THESE WATER FACILITIES WERE CONSTRUCTED AT A COST OF $ _____.

SEWAGE FACILITIES: ON SITE SEWAGE FACILITES ARE ESTIMATED TO COST $ _____ PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $ _____ FOR THE SUBDIVISION. THE SUBDIVIDER HAS PAID A TOTAL OF $ _____ TO COVER THE COST OF INSTALLATION OF SEPTIC SYSTEMS.

DATED THIS THE 14TH DAY OF NOVEMBER 20 14

LICENSED PROFESSIONAL ENGINEER
No. 95534 STATE OF TEXAS

LOT	AREA (S.F.)	AREA (AC.)
501–503	21,789.90	0.500
504	21,993.39	0.505
505	21,781.25	0.500
506	23,906.34	0.548
507	27,389.73	0.629
508	26,990.96	0.620
509	21,935.08	0.504
510	21,881.67	0.502
511	21,938.37	0.504
512	21,884.42	0.502
513	21,833.52	0.501
514	21,813.73	0.501
515	21,793.21	0.500
516	21,800.17	0.501
517	25,042.40	0.575
518	23,139.27	0.531
519	32,362.76	0.743
520	22,000.00	0.505

LOT	AREA (S.F.)	AREA (AC.)
521	21,786.73	0.500
522	21,786.66	0.500
523	21,791.39	0.500
524–525	21,780.05	0.500
526	21,785.76	0.500
527	21,805.07	0.501
528	21,797.98	0.500
529	21,792.30	0.500
530	21,782.18	0.500
531	21,908.05	0.503
532	21,942.87	0.504
533	21,868.52	0.502
534	21,803.28	0.501
535	21,825.07	0.501
536	23,450.90	0.538
537	21,843.79	0.501
538–539	21,782.80	0.500
540	21,833.32	0.501

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

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____ DEPUTY

DATE OF PREPERATION: MAY 28, 2014

SHEET NO. 1 OF 3 SHEETS	FILENAME = P:\DATA\SURD\EDINBURG\MGM PLATINUM RANCHES\MGM45–PLAT			
	DATE PREPARED: MAY 28, 2014	PREPARED BY: LG	CHECKED BY:	APPROVED BY:
	DATE REVISED: MAY 29, 2014	REVISED BY: M.G.	CHECKED BY:	APPROVED BY:

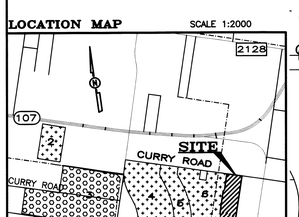
REVISION NOTES

No.	Sheet	REVISION	Date	Approved
	1–3	H.C. COMMENTS DATED (11–6–14)	11–12–14	M.G.

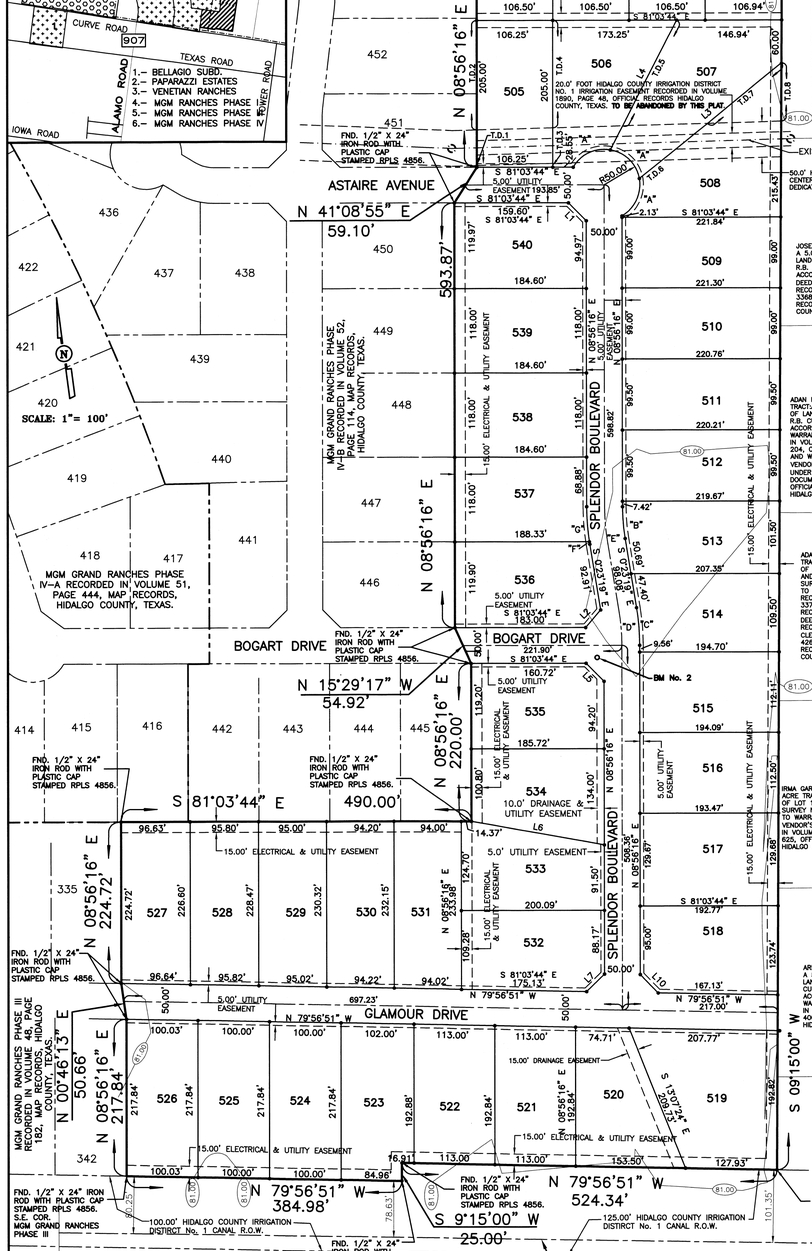
QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST. — PHONE 956–381–6480
EDINBURG, TEXAS 78539 — FAX 956–381–0527
ENGINEERING REGISTRATION NUMBER F–1513 — OFFICE@QHAENGINEERING.COM
SURVEYING REGISTRATION NUMBER 100411–00

LOCATION MAP

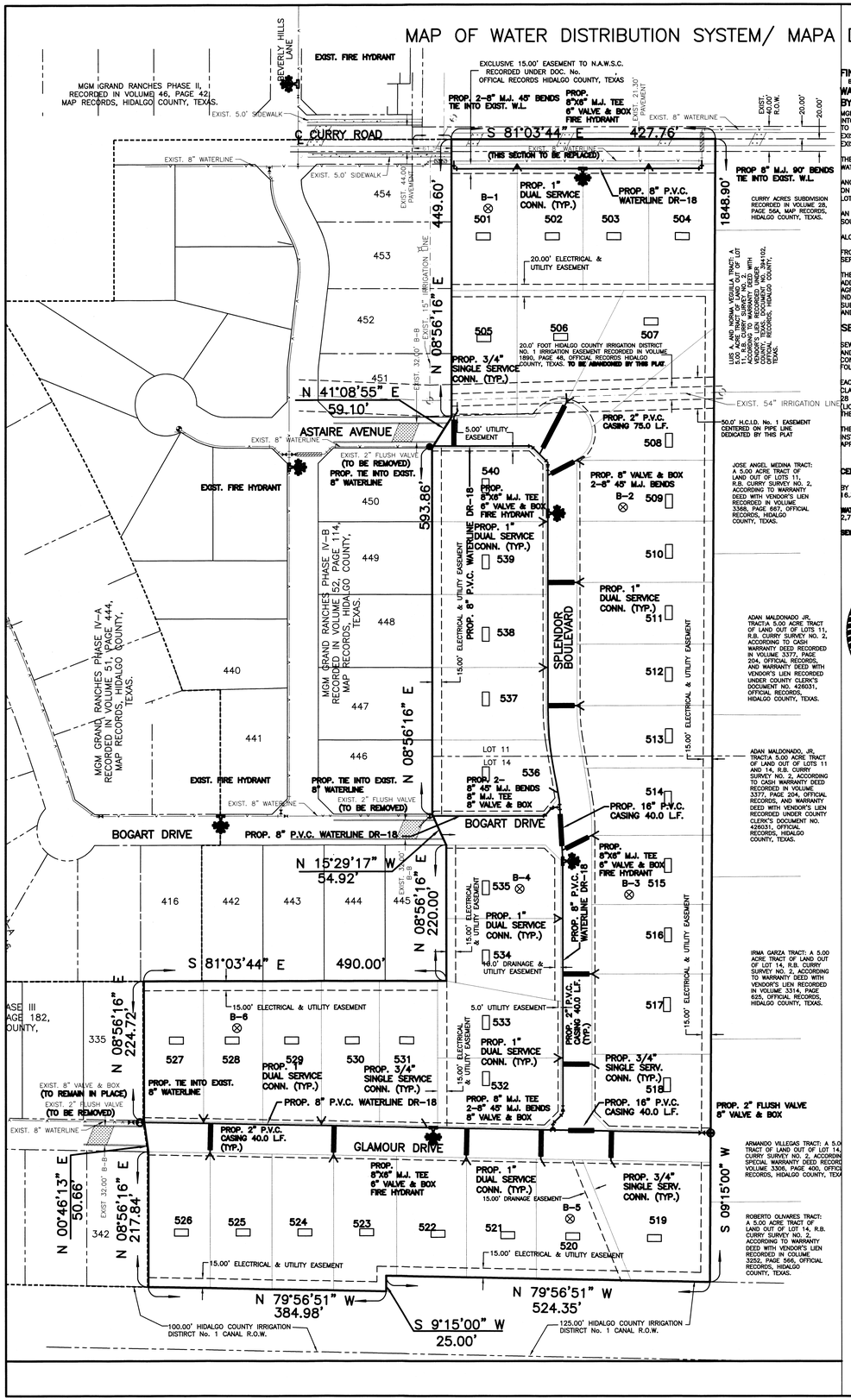
SCALE 1:2000



SCALE: 1"= 100'


P.O.B. FND. CPS N.E. COR. OF MGM GRAND RANCHE PHASE IV–B
P.O.C. N.W. COR. LOT 11
FND. CPS N.W. COR OF CURRY ACRES SUBD.
S 81°03'44" E 427.77'
61.54'
C CURRY ROAD
ADDITIONAL 20.00' R.O.W. DEDICATED BY THIS PLAT
EXIST. 40.00' R.O.W.
SET 1/2" X 24" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856.
CURRY ACRES SUBDIVISION RECORDED IN VOLUME 28, PAGE 56A, MAP RECORDS, HIDALGO COUNTY, TEXAS.
FND. 1/2" X 24" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856.
EXCLUSIVE 15.00' EASEMENT TO N.A.W.S.C. RECORDED UNDER DOC. No. OFFICAL RECORDS HIDALGO COUNTY, TEXAS
449.60'
1848.90'
454
453
452
451
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524–525
526
527
528
529
530
531
532
533
534
535
536
537
538–539
540
20.00' ELECTRICAL & UTILITY EASEMENT
20.00' ADDITIONAL R.O.W. DEDICATED TO THIS PLAT
N 08°56'16" E
106.25'
173.25'
146.94'
106.50'
106.94'
204.60'
60.00'
205.00'
FND. 1/2" X 24" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856.
S 81°03'44" E 490.00'
20.00' FOOT HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 IRRIGATION EASEMENT RECORDED IN VOLUME 1880, PAGE 46, OFFICIAL RECORDS HIDALGO COUNTY, TEXAS. TO BE ABANDONED BY THIS PLAT
EXIST. 54" IRRIGATION LINE
50.0' H.C.I.D. No. 1 EASEMENT CENTERED ON PIPE LINE DEDICATED BY THIS PLAT
S 81°03'44" E 175.13'
5.00' UTILITY EASEMENT
S 81°03'44" E 159.60'
S 81°03'44" E 221.84'
R50.00'
2.13'
50.00'
N 41°08'55" E 59.10'
ASTAIRE AVENUE
593.87'
215.43'
99.00'
119.97'
94.97'
96.00'
184.60'
118.00'
15.00' ELECTRICAL & UTILITY EASEMENT
N 08°56'16" E 568.82'
SPLENDOR BOULEVARD
221.30'
220.76'
220.21'
219.67'
207.35'
194.70'
194.09'
193.47'
192.77'
192.84'
192.88'
207.77'
221.90'
188.33'
185.72'
160.72'
5.00' UTILITY EASEMENT
119.90'
119.29'
94.20'
134.00'
508.36'
129.89'
91.50'
200.09'
109.28'
86.17'
95.00'
124.74'
125.43'
125.58'
129.58'
BM No. 2
S 09°15'00" W 25.00'
N 79°56'51" W 524.34'
N 79°56'51" W 384.98'
697.23'
N 79°56'51" W 217.00'
GLAMOUR DRIVE
BOGART DRIVE
N 15°29'17" W 54.92'
S 81°03'44" E 221.90'
N 08°56'16" E 224.72'
N 00°46'13" E 50.66'
N 08°56'16" E 217.84'
S 09°15'00" W
FND. 1/2" X 24" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856. S.E. COR. MGM GRAND RANCHES PHASE III
FND. 1/2" IRON ROD
FND. 1/2" X 24" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856.
100.00' HIDALGO COUNTY IRRIGATION DISTRICT No. 1 CANAL R.O.W.
125.00' HIDALGO COUNTY IRRIGATION DISTRICT No. 1 CANAL R.O.W.
C OF EXIST. DRAIN DITCH
MGM GRAND RANCHES PHASE IV–A RECORDED IN VOLUME 51, PAGE 444, MAP RECORDS, HIDALGO COUNTY, TEXAS.
MGM GRAND RANCHES PHASE III RECORDED IN VOLUME 48, PAGE 182, MAP RECORDS, HIDALGO COUNTY, TEXAS.
MGM GRAND RANCHES PHASE IV–B RECORDED IN VOLUME 52, PAGE 114, MAP RECORDS, HIDALGO COUNTY, TEXAS.
JOSE ANGEL MEDINA TRACT: A 5.00 ACRE TRACT OF LAND OUT OF LOTS 11, R.B. CURRY SURVEY NO. 2, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 3368, PAGE 667, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
ADAN MALDONADO JR. TRACT: A 5.00 ACRE TRACT OF LAND OUT OF LOTS 11, R.B. CURRY SURVEY NO. 2, ACCORDING TO CASH WARRANTY DEED RECORDED IN VOLUME 3377, PAGE 204, OFFICIAL RECORDS, AND WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NO. 426031, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
ADAN MALDONADO JR. TRACT: A 5.00 ACRE TRACT OF LAND OUT OF LOTS 11 AND 14, R.B. CURRY SURVEY NO. 2, ACCORDING TO CASH WARRANTY DEED RECORDED IN VOLUME 3377, PAGE 204, OFFICIAL RECORDS, AND WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NO. 426031, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
RMA GARZA TRACT: A 5.00 ACRE TRACT OF LAND OUT OF LOT 14, R.B. CURRY SURVEY NO. 2, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 3314, PAGE 625, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
ARMANDO VILLEGAS TRACT: A 5.00 ACRE TRACT OF LAND OUT OF LOT 14, R.B. CURRY SURVEY NO. 2, ACCORDING TO SPECIAL WARRANTY DEED RECORDED IN VOLUME 3306, PAGE 400, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
ROBERTO OLIVARES TRACT: A 5.00 ACRE TRACT OF LAND OUT OF LOT 14, R.B. CURRY SURVEY NO. 2, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 3252, PAGE 566, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
FND. 1/2" X 24" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856

MAP OF WATER DISTRIBUTION SYSTEM/ MAPA DE DISTRIBUCION DE AGUA



FINAL ENGINEERING REPORT FOR MGM PLATINUM RANCHES

BY ALFONSO QUINTANILLA, P.E.

WATER SUPPLY: Description, Costs, and Operability date

BY ALFONSO QUINTANILLA, P.E.

MGM PLATINUM RANCHES WILL BE PROVIDED WITH POTABLE WATER BY THE NORTH ALAMO WATER SUPPLY CORPORATION "N.A.W.S.C.". THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO THE FULL DEVELOPMENT OF THIS SUBDIVISION. N.A.W.S.C. HAS AN EXISTING 8" DIAMETER WATERLINE RUNNING ON THE NORTH SIDE OF GLAMOUR DRIVE, AN EXISTING 8" DIAMETER WATERLINE RUNNING ON THE NORTH SIDE OF BOGART DRIVE, AN EXISTING 8" DIAMETER WATERLINE RUNNING ON THE SOUTH SIDE OF ASTAIRE AVENUE AND AN EXISTING 8" WATERLINE THAT RUNS ALONG THE SOUTH SIDE OF CURRY ROAD.

THE WATER SYSTEM FOR MGM PLATINUM RANCHES CONSISTS OF AN 8" DIAMETER WATERLINE THAT TAPS INTO THE SAID EXISTING 8" WATERLINE ON GLAMOUR DRIVE. THE 8" DIAMETER WATERLINE RUNS EAST ALONG THE NORTH SIDE OF GLAMOR ROAD. THE 8" DIAMETER WATERLINE ENDS WITH A 2" FLUSH VALVE ON THE SOUTHEAST CORNER OF LOT 518.

ANOTHER 8" DIAMETER WATERLINE TIES INTO THE EXISTING 8" WATERLINE ON ASTAIR AVENUE. THE 8" DIAMETER WATERLINE RUNS EAST ALONG THE SOUTH SIDE OF ASTAIRE AVENUE. ON THE NORTH EAST CORNER OF LOT 539, THE 8" DIAMETER WATERLINE TURNS SOUTH AND RUNS ALONG THE WEST SIDE OF SPLENDOR BOULEVARD. ON THE SOUTHEAST CONER OF LOT 532, THE 8" DIAMETER WATERLINE ON GLAMOUR DRIVE.

AN 8" DIAMETER WATERLINE TIES INTO THE EXISTING 8" WATERLINE ON BOGART DRIVE. THE 8" DIAMTER WATER LINE RUNS EAST ALONG THE NORTH SIDE OF BOGART DRIVE. ON THE SOUTHEAST CORNER OF LOT 446, IT TIES INTO THE 8" WATERLINE ON SPLENDOR BOULEVARD.

ALONG CURRY ROAD, THE 8" DIAMETER WATERLINE WILL BE RELOCATED INSIDE THE 15.00 UTILITY EASEMENT TO N.A.W.S.C.

FROM THE 8" WATERLINES SEVENTEEN (17) 1" DUAL WATER SERVICES RUN TO PAIRS OF LOTS BEFORE SPLITTING INTO 3/4" DIAMETER SINGLE SERVICES AND SIX (6) 3/4" SINGLE SERVICE WATER LINES GOING TO THE METER BOXES FOR EACH LOT.

THE 8" LINE, THE DUAL SERVICES AND 3/4" SINGLE SERVICES, AND THE METER BOXES WILL BE INSTALLED, AT A TOTAL COST OF $, OR $ PER LOT. IN ADDITION, THE CITY HAS PAID N.A.W.S.C. THE SUM OF $, WHICH COVERS THE $ COST PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, WATER RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C. UPON REQUEST BY THE LOT OWNER, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE SUBDIVIDER HAS INSTALLED FOUR (4) FIRE HYDRANTS AT A UNIT COST OF $ 3,100.00 FOR A TOTAL COST OF $ 12,400.00. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES: Description, Costs, and Operability Date

SEWAGE FROM MGM PLATINUM RANCHES, WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAINFIELD ON EACH LOT. THE SITE EVALUATOR (LICENSE NUMBER OS 12258) HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. HIGHLIGHTS OF THE REPORT ARE AS FOLLOWS: AND THE DRAINAGE EASEMENTS.

EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE THE UNITED STATES OF AGRICULTURE SOIL CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A SANDY CLAY LOAM. THE SITE EVALUATOR (LICENSE NUMBER OS 12258) HAD SIX (6) TEST BORINGS MADE AT OPPOSITE AREAS OF THE SUBDIVISION AT THE CENTERS OF LOTS 1, 9, 15, 20, 28 & 35 (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMITED AREA.) THE SOIL REPORT AS PREPARED BY THE SITE EVALUATOR LICENSE NUMBER OS 12258) INDICATES A UNIFORM SANDY CLAY LOAM (WITH TEXURE CLASS III) EXTENDING MORE THAN 24" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL. THE 10-YEAR FLOODPLAIN BEING CONTAINED WITHIN THE STREET AND THE DRAINAGE EASEMENTS.

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

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE ESTIMATED COSTS TO INSTALL UNCONSTRUCTED WATER AND ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES– THESE FACILITIES HAVE BEEN FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $ 100,980.00 WHICH EQUALS TO $ 2,729.19 PER LOT.

SEWAGE FACILITIES– SEPTIC SYSTEM IS ESTIMATED TO COST $ PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $ FOR THE ENTIRE SUBDIVISION.

STATE OF TEXAS – ALFONSO QUINTANILLA – 95534 – LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 95534

P.E. 11-14-14
DATE

SUBDIVIDER CERTIFICATION

1.– BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER 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:

RICHARD A. GARZA, PRESIDENT OF GARCO MANAGEMENT, L.L.C. SUBDIVIDERS OF **MGM PLATINUM RANCHES** HEREBY CERTIFY ARE REQUIRED PRIOR TO BULDING ON ANY LOT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

GARCO, Ltd.
BY: GARCO MANAGEMENT, L.L.C.
BY: RICHARD A. GARZA, PRESIDENT
3910 W. FREDDY GONZALEZ DR.
EDINBURG, TEXAS. 78539.

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared

RICHARD A. GARZA, PRESIDENT OF GARCO MANAGEMENT, L.L.C.

Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct

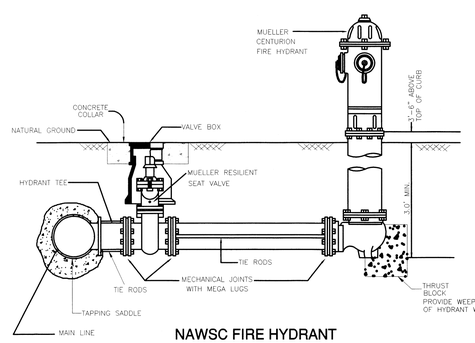
Given under my hand and seal of office this _____ day of _____, 20___.

NEYDA S. RAMIREZ – Notary Public, State of Texas – My Commission Expires March 17, 2017

NEYDA S. RAMIREZ – NOTARY PUBLIC

REVISION NOTES

No.	Sheet	REVISION	Date	Approved
	1–3	H.C. COMMENTS DATED (11–6–14)	11–12–14	M.G.



NAWSC FIRE HYDRANT
(NOT TO SCALE)

MGM PLATINUM RANCHES

A 24.01 ACRE TRACT OF LAND OUT OF LOTS 11, 13 AND 14, R.B. CURRY SURVEY No.2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 23, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1236088, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

REPORTE FINAL DE INGENIERIA PARA LA SUBDIVISION DE MGM PLATINUM RANCHES :

BY ALFONSO QUINTANILLA, P.E.

PROVISION DE AGUA: Descripcion, Gastos, y Fecha de Incio

LA SUBDIVISION MGM PLATINUM RANCHES, RECIBIRA SU PROVISION DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION ("N.A.W.S.C."). EL DUEÑO DE LA SUBDIVISION Y LA COMAÑIA N.A.W.S.C. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISION RECIBIRA SU PROVISION DE AGUA POR LOS PROXIMOS 30 AÑOS. N.A.W.S.C. TENDRA QUE REPRESENTAR DOCUMENTACION PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISION. N.A.W.S.C. TIENE UNA LINEA EXISTENTE DE 8 PULGADAS DE DIAMETRO QUE CORRE POR EL LADO SUR DE LA CALLE ASTAIR AVENUE, UNA LINEA EXISTENTE DE 8 PULGADAS DE DIAMETRO QUE CORRE POR EL LADO NORTE DE LA CALLES BOGART DRIVE AND GLAMOUR DRIVE, Y UNA LINEA EXISTENTE DE 8 PULGADAS DE DIAMETRO QUE CORRE POR EL LADO SUR DE LA CALLE CURRY ROAD.

EL SISTEMA DE PROVISION DE AGUA PARA MGM PLATINUM RANCHES CONSISTE DE UNA LINEA DE AGUA DE 8" PULGADAS DE DIAMETRO QUE CONNECTA CON LA LINEA EXISTENTE DE AGUA DE 8" DE DIAMETRO QUE CORRE POR GLAMOUR DRIVE. LA LINEA DE AGUA DE 8" DE DIAMETRO CORRE ESTE POR EL LADO NORTE DE LA CALLE GALAMOUR DRIVE. LA LINEA DE AGUA DE 8" DE DIAMETRO TERMINA CON UNA VALVULA DE 2" DE DIAMETRO EN LA ESQUINA SURESTE DE LOTE 518.

EN LA ESQUINA NOROESTE DE LOT 540, UNA LINEA DE AGUA DE 8" DE DIAMETRO CORRE ESTE POR EL LADO SUR DE LA CALLE ASTAIRE STREET. EN LA ESQUINA NORESTE DE LOTE 539, LA LINEA VOLTEA SUR Y CORRE POR EL LADO OESTE DE LA CALLE SPLENDOR BOULEVARD. CONNECTA CON LA LINEA DE 8" DE DIAMETRO QUE CORRE POR EL LADO NORTE DE GLAMOUR DRIVE.

OTRA LINEA DE 8" DE DIAMETRO CONNECTA CON LA LINEA DE AGUA EXISTENTE DE 8" EN BOGART DRIVE Y CORRE ESTE POR LA CALLE. CONNECTA CON LA LINEA DE AGUA DE SPLENDOR BOULEVARD.

LA LINEA DE AGUA EXISTENTE DE 8" EN CURRY ROAD VA ESTA REUBICADO ADENTRO DE EL EASEMENT DE 15.00 PIES DE N.A.W.S.C.

DE LAS LINEA EXISTENTE 8" PULGADAS Y PROPUESTA DE 8" PULGADAS DE DIAMETRO DIES Y SIETE (17) CONDUCTOS DOBLES DE 1 PULGADA DE DIAMETRO Y TRES (3) LINEAS DE 3/4 DE PULGADA QUE CORREN HACIA LOS MEDIDORES DE AGUA DE LOS LOTES.

LA LINEA PROPUESTA DE 8 PULGADS, LOS SERVICIOS DOBLES DE 1 PULGADA Y LOS SERVICIOS SIMPLES HAN SIDO INSTALADOS A UN COSTO TOTAL DE US$ O US$ POR LOTE. EL DUEÑO DE LA SUBDIVISION HA TAMBIEN PAGADO US$ O US$ POR LOTE A N.A.W.S.C. PEL COSTO DE LA INSTALACIÓN DE CADA MEDIDOR Y LOS GASTOS DE CONEXIÓN. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑÍA N.A.W.S.C. LO INSTALARA SIN ALGÓN GASTO AL DUEÑO. EL DUEÑO DE LA SUBDIVISIÓN TAMBIEN HA INSTALADO CUATRO (4) BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE US$ POR CADA UNO CUAL GASTA UNA CANTIDAD TOTAL US$. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: Descripcion, Gastos y Fecha de Inicio

EL DRENAJE DE MGM PLATINUM RANCHES , TENDRA FOSAS SEPTICAS INDIVIDUALES (OSSF) CONSISTIENDO EN UN DISEÑO NORMAL, CON DOBLE COMPARTIMIENTO DE FOSA SEPTICA (OSSF) Y UN CAMPO DE DRENAJE EN CADA SOLAR. EL EVALUADOR (LIC# OS 12258) DE ENSUCIE HA INSPECCIONADO, EVALUADO Y REPORTADO QUE LA UBICACION DE LA SUBDIVISION ES CONVENIENTE PARA FOSAS SEPTICAS (OSSF). EL REPORTE FUE EXAMINADO Y APROBADO POR EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO.

CADA SOLAR EN LA SUBDIVISION MIDE MEDIO ACRE DE TAMAÑO. EL LIBRO DE SERVICIOS Y CONSERVACION DEL SUELO DEL DEPARTAMENTO DE AGRICULTURA DE LOS ESTADOS UNIDOS (USDA), INDICA UNA MEZCLA DE BARRO ARENOSO. EL EVALUADOR (LIC# OS 12258) HIZO SEIS (6) PRUEBAS CON AGUJEROS EN EL CENTRO DE LOS LOTES.,), 1, 9, 15, 20, 28 & 35 (PRUEBAS ADICIONALES NO FUERON NECESARIAS PORQUE EL SUELO ES MUY UNIFORME DENTRO DEL AREA DELIMITADA). EL SUELO ES UNIFORME, DE BARRO ARENOSO (CON TEXTURA CLASE III) EXTENDIDO A MAS DE 24 PULGADAS BAJO EL FONDO DE CUALQUIER EXCAVACION POR EL EVALUADOR (LIC# OS 12258). NO HAY PRESENCIA DE AGUA SUBTERRANEA BAJO LA CAPA DE 24 PULGADAS DE FONDO DE LAS EXCAVACIONES.

EL COSTO TOTAL PARA LA INSTALACION DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR SON US$ INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS TODAS LAS FOSA SÉPTICAS HAN SIDO INSTALADAS EN EL PROCESO DE LA APROBACIÓN FINAL. A UN COSTO TOTAL DE US$. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODOS LAS FOSAS SÉPTICAS Y AH APROBADO LA INSTALACIÓN DE LAS FOSAS SEPTICAS DESDE

CERTIFICACION

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

AGUA: EL SISTEMA/SERVICIO DE AGUA ESTA TOTALMENTE CONSTRUIDO, CON LA INSTALACION DE LOS MEDIDORES DE AGUA, EL GRAN COSTO TOTAL ES DE US$ LO CUAL EQUIVALE A US$ POR LOTE.

DRENAJE: SE ESTIMA QUE LA FOSAS SEPTICAS COSTARAN US$ A UN COSTO TOTAL DE US$ PARA TODA LA SUBDIVISION.

STATE OF TEXAS – ALFONSO QUINTANILLA – 95534 – LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 95534

P.E. 11-14-14
DATE

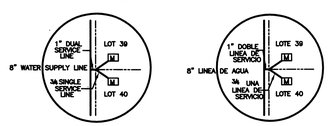
COST ESTIMATE

WATER DISTRIBUTION:	$
PAVING IMPROVEMENTS:	$
DRAINAGE IMPROVEMENTS:	$
SEPTIC TANK (OSSF):	$

B–1 ⊗ = BORINGS
▭ = SEPTIC TANK

[W] WATER METER BOX
8" WATER SUPPLY LINE
SERVICE LINES

[W] CAJA DE MEDIDOR DE AGUA
8" LINEA DE AGUA
LINEAS DE SERVICIOS



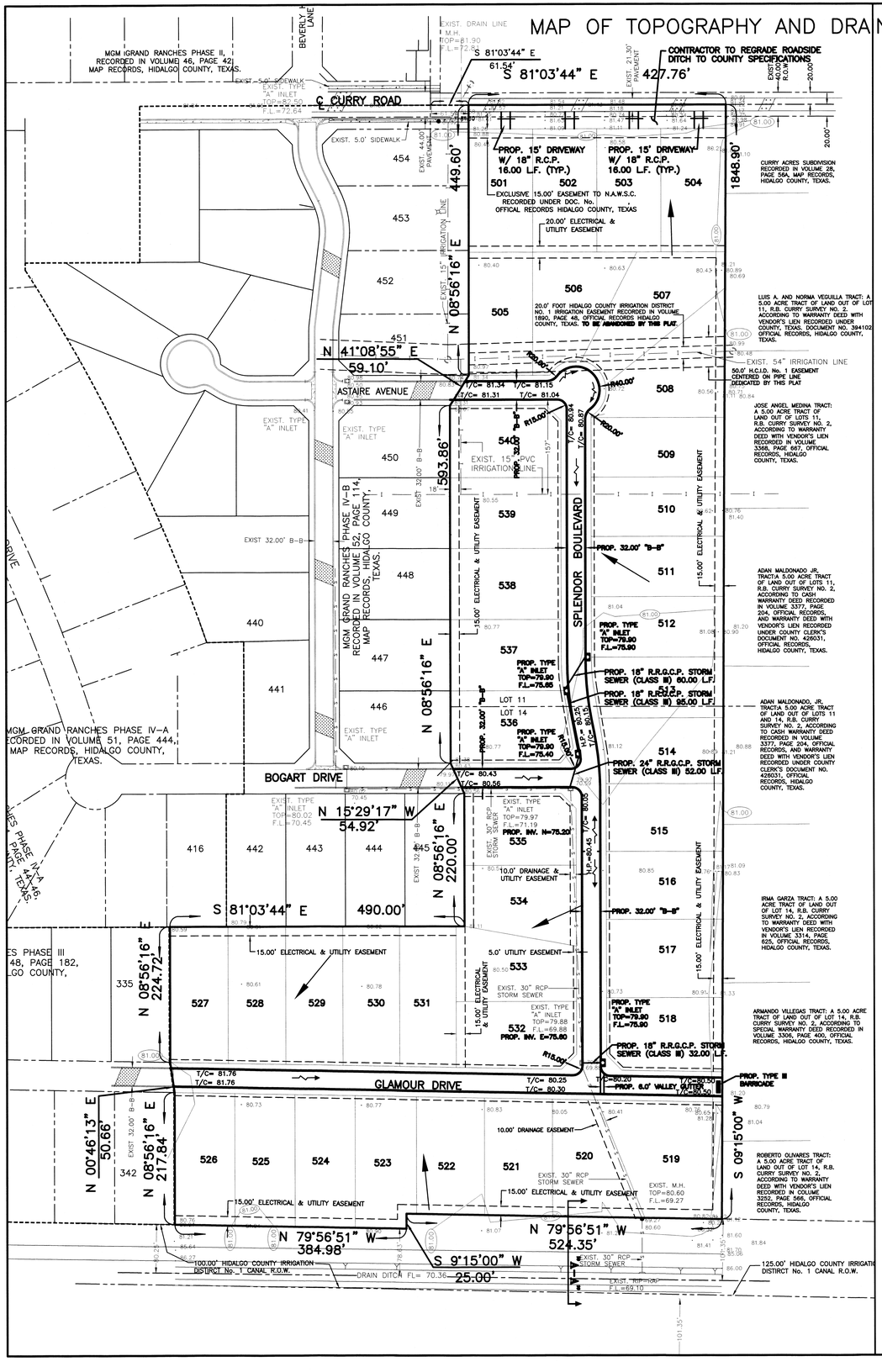
THE COUNTY OF HIDALGO – 1852 – TEXAS

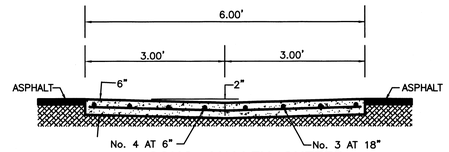
FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

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

SHEET NO. 2 OF 3 SHEETS	FILENAME : F:\DATA\SUBDIVISION\EDINBURG\MGM PLATINUM RANCHES\B-PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	MAY 9, 2013	LG		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

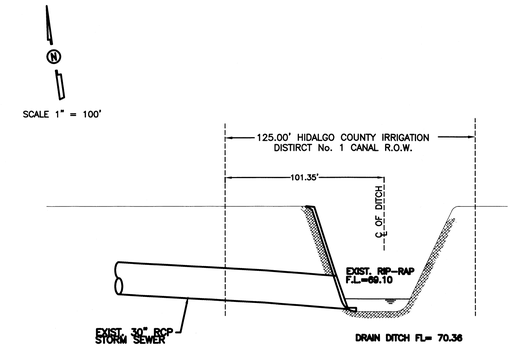
MAP OF TOPOGRAPHY AND DRAINAGE / MAPA DE TOPOGRAFIA Y DRENAJE





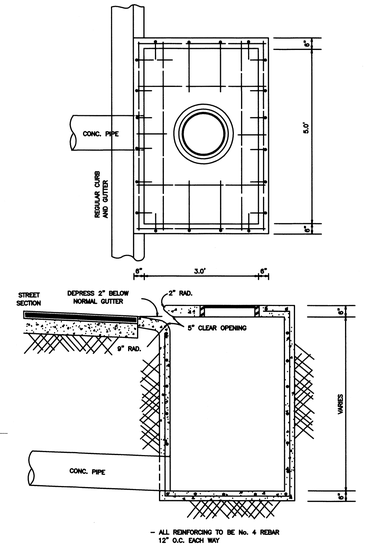
CONC. VALLEY GUTTER

NOT TO SCALE



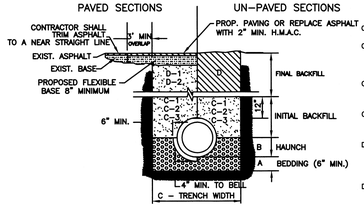
DRAIN DITCH CROSS SECTION "A-A"

NOT TO SCALE



TYPE "A" INLET DETAIL

NOT TO SCALE



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.

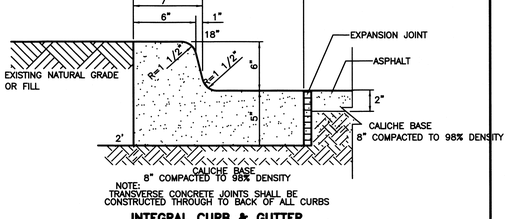
C-3 INITIAL BACKFILL FOR HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SHALL BE CLASS I OR CLASS II (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 90% SPD, 8" LIFTS, MECHANICAL COMPACTION.

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.

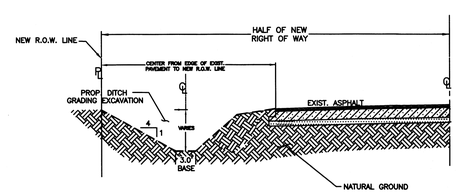
NOTE: MAXIMUM COVER SHALL BE IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.



NOTE: TRANSVERSE CONCRETE JOINTS SHALL BE CONSTRUCTED THROUGH TO BACK OF ALL CURBS

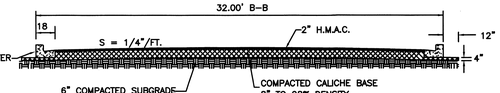
INTEGRAL CURB & GUTTER

N.T.S.



RECONSTRUCTION OF ROAD SIDE DITCH

NOT TO SCALE



STREET SECTION

NOT TO SCALE

REVISION NOTES

No.	Sheet	REVISION	Date	Approved
	1-3	H.C. COMMENTS DATED (11-6-14)	11-12-14	M.G.

MGM PLATINUM RANCHES

A 24.01 ACRE TRACT OF LAND OUT OF LOTS 11, 13 AND 14, R.B. CURRY SURVEY No.2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 23, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1236088, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

DRAINAGE REPORT FOR: MGM PLATINUM RANCHES
BY ALFONSO QUINTANILLA, P.E.

MGM Grand Ranches Phase IV & V is a 56.214 Acre Tract of land out of Lots 11, 12, 13 and 14, R.B. Curry Survey No.2, Hidalgo County, Texas, as per Map or Plat thereof Recorded in Volume 2, Page 23, Map Records, Hidalgo County, Texas. This subdivision is located on the South side of Curry Road and 1,243.00 feet East of Alamo Road. The site is currently agriculture. The proposed subdivision will consist of 98 single family lots.

The tract is Zone "X" (Shaded) as per FEMA Flood Insurance Rate Map, Community Panel No. 480334 0325 D, dated on June 6, 2000 and L.O.M.R. May 17, 2001.

The majority of the soil is Sandy Clay Loam and Clay Loam. This soil is well drained. Surface runoff is slow. Permeability is moderate. Plasticity Index has a range of 11–35. See attached Soil Survey of Hidalgo County, Texas tables.

Presently, the site has very minimal runoff. The existing runoff for the proposed subdivision is Q= 11.72 cubic feet per second based on a 10–year storm.

After development the runoff will be Q= 42.28 cubic feet per second for an increase of Q= 30.56 cubic feet per second. Detention will be 196,529.35 cubic feet (4.51 acre feet). The runoff created by this new development will be collected by the proposed type "A" inlets that drain into a proposed storm sewer system consisting of 18–inch and 30–inch pipes that will discharge into an existing Hidalgo County Irrigation District No.1 Drain Ditch located along the South Side of this Subdivision.

THE COUNTY DRAINAGE DITCH FLOWS NORTH THEN EAST. THE DRAINAGE DITCH CARRIES WATER EASTWARD WHERE IT E,PTIES INTO LAGUNA MADRE. THE 10 EAR FLOOD IS CONTAINED WITH THE RIGHT–OF–WAY OF THE STREET AND WITHIN THE DRAINAGE SWALES OF THE SUBDIVISION AS SHOWN BELOW. A RESTRICTIVE COVENANT (SET OUT ON SHEET 1 UNDER PLAT NOTES AND RESTRICTIONS) PROHIBITS THE CONSTUCTION OF RESIDENTIAL HOUSING IN ANY AREA OF THE SUBDIVISION THAT IS IN A FLOODPLAIN UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968. AS FURTHER NOTED ON SHEET 1, THE FINISHED FLOOR ELEVATION OF EACH HOUSE IS REQUIRED TO BE AT LEAST 18 INCHES ABOVE THE TOP OF THE AVERAGE HEIGHT OF THE CURB IN FRONT OF THE LOT. THESE MEASURES PROVIDE POSITIVE DRAINAGE AWAY FROM ALL BUILDINGS, AVOID CONCENTRATING RUNOFF ONTO OTHER LOTS, AND COORDINATE INDIVIDUAL LOT DRAINAGE WITH THE GENERAL STROM DRAINAGE PATERN FOR THE AREA. THE MAP BELOW ILLUSTRATES THE FLOW PATTERNS OF THE RUNOFF.

PHASE IV–A & IV–B = 112,588.17 cubic feet (2.585 ACRE FEET)
MGM PLATINUM RANCES = 83,941.18 cubic feet (1.927 ACRE FEET)
TOTAL = 196,529.35 cubic feet (4.51 ACRE FEET)

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100–YEAR FLOODPLAIN FOR 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 IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD. (MEDIUM SHADING)] AS DESCRIBED PANEL NUMBER 480334 0425 C DATED NOVEMBER 16, 1982.

STATE OF TEXAS — ALFONSO QUINTANILLA 95534 — LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA P.E. No. 95534 — DATE 11-14-14

COST ESTIMATE

WATER DISTRIBUTION: $
PAVING IMPROVEMENTS: $
DRAINAGE IMPROVEMENTS: $
SEPTIC TANK (OSSF): $

FLOW DIRECTION OF WATER

THE COUNTY OF HIDALGO TEXAS

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

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

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F–1315
SURVEYING REGISTRATION NUMBER 100411–00
LAND SURVEYORS
PHONE 956–381–6480
FAX 956–381–0527
OFFICE@QHAENGINEERING.COM

SHEET NO. 3 OF 3 SHEETS	FILENAME : F:\DATA\SUBDIVS\EDINBURG\MGM PLATINUM RANCHES SUBDIVISION\B-PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	MAY 6, 2013	LG		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

HIDALGO COUNTY
PLANNING DEPARTMENT

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

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

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 12-02-2014

PROPOSED **RANCHITOS ESCONDIDOS PHASE I-A** SUBDIVISION, PRECINCT No. **4 .**

ENGINEER FIRM: **QUINTANILLA, HEADLEY & ASSOCIATES** DEVELOPER: **FORREST RUNNELS, JR.**

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

NUMBER OF LOTS: **35** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ____ ☐COMMERCIAL ____ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **West of Cesar Chavez Rd, approximately ¼ mile North of FM 2812**

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

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **10-25-14** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **Drainage will be provided by road side runoff and regional detention pond.**

ROAD R.O.W. DEDICATION: **No Right of Way will be required**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **11-07-14** By, **Jesse Ozuna** PCT. 4 R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **11-13-14** By, **Elizardo 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: **NAWSC** LINE SIZE: **8"** LOCATION: **Cesar Chavez Road**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **11-10-14** : 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:

STAFF RECOMMENDS:

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

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

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

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

FINAL ENGINEERING REPORT FOR RANCHITOS ESCONDIDOS SUBDIVISION PHASE I–A:

WATER SUPPLY: Description and Costs.

RANCHITOS ESCONDIDOS SUBDIVISION PHASE I–A HAS BEEN PROVIDED WITH POTABLE WATER BY THE NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

N.A.W.S.C. HAS AN EXISTING 8" DIAMETER WATERLINE RUNNING ALONG THE NORTH SIDE OF TASILLO DRIVE. IT ENDS WITH AN EXISTING PLUG NEAR THE SOUTHWEST CORNER OF LOT 47, RANCHITOS ESCONDIDOS SUBDIVISION PHASE I .

THE WATER SYSTEM FOR RANCHITOS ESCONDIDOS SUBDIVISION PHASE I–A CONSISTS OF AN 8" DIAMETER WATERLINE THAT TAPS INTO THE 8" WATERLINE ON TASILLO DRIVE. THE 8" WATERLINE RUNS WEST ALONG THE NORTH SIDE OF TASILLO DRIVE, ENDING WITH A 2" FLUSH VALVE ON THE SOUTHWEST CORNER OF LOT 61. ON THE SOUTHWEST CORNER OF LOT 81, THE 8" DIAMETER WATERLINE TURNS NORTH AND RUNS ALONG THE EAST SIDE OF VIZNAGA DRIVE, ENDING A 2" FLUSH VALVE NEAR THE NORTHWEST CORNER OF LOT 72.

FROM THE 8" DIAMETER WATERLINE, THERE ARE SIXTEEN (16) 1" DUAL SERVICE LINES RUNNING TO PAIR OF LOTS BEFORE SPLITTING INTO TWO 3/4" DIAMETER SINGLE SERVICE LINES THAT RUN INTO THE WATER METER BOXES FOR EACH LOT. THERE ARE THREE (3) 3/4" SINGLE SERVICE LINES THAT RUN TO THE METER BOXES OF THE LOTS.

THE 8" WATERLINE, THE 1" DUAL SERVICE LINES, THE 3/4" SINGLE SERVICE LINES AND THE METER BOXES HAVE BEEN INSTALLED, AT A TOTAL COST OF $ OR $ PER LOT. THE SUBMIDER HAS IN ADDITION PAID N.A.W.S.C. THE SUM OF $ OR $ PER LOT, WHICH REPRESENTS THE TOTAL COST OF WATER METERS AND ALL MEMBERSHIPS OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO THE N.A.W.S.C. SYSTEM. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES: Description and Costs.

SEWAGE FROM THE RANCHITOS ESCONDIDOS SUBDIVISION PHASE I–A, IS TREATED BY INDIVIDUAL ON–SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAINFIELD ON EACH LOT. THE SITE EVALUATOR (LICENSE NUMBER OS 12258) HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR A REPLACEMENT DRAIN FIELD.

EACH LOT IN THE EXISTING SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A FINE SANDY LOAM, SANDY CLAY LOAM AND CLAY LOAM SOIL FOR THE AREA. THE SITE EVALUATOR (LICENSE NUMBER OS 12258) HAD FOUR (4) TEST BORINGS MADE AT OPPOSITE AREAS OF THE SUBDIVISION AT THE CENTERS OF LOTS __, __, __ & __ (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMITED AREA.) THE SOIL IS A UNIFORM SANDY LOAM (CLASS II) EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY EXISTING EXCAVATIONS. THERE IS NO INDICATION OF GROUNDWATER OR A RESTRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE EXISTING 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. NO OSSF'S HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL. WITH THE FILING OF THIS FINAL PLAT, THE SUBDIVIDER IS PROVIDING ADEQUATE FINANCIAL GUARANTEES OF PERFORMANCE IN THE FORM OF A PERSONAL CHECK REPRESENTING A "CASH DEPOSIT" TO BE HELD BY THE COUNTY OF HIDALGO IN ESCROW IN THE AMOUNT OF $ 52,500.00, WHICH IS THE ESTIMATED TOTAL COST TO INSTALL A SEPTIC TANK SYSTEM ON EACH LOT. THE SUBDIVIDER WILL INCLUDE THE COST OF A SEPTIC TANK SYSTEM IN THE SALE PRICE OF THE LOT.

AT ANY TIME AFTER THE LOT IS SOLD, THE PURCHASER MAY INITIATE INSTALLATION OF AN OSSF SYSTEM BY WRITING OR CALLING THE SUBDIVIDER. SUBDIVIDERSHALL BE RESPONSIBLE TO FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AN APPLICATION FOR A PERMIT TO INSTALL AN OSSF. THE OSSF SYSTEM SHALL BE INSTALLED ON THE LOT PRIOR TO THE COUNTY ISSUING A FINAL LIGHT AND WATER CLEARANCE.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL THE CONSTRUCTED WATER AND ON–SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES– THESE FACILITIES ARE FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METER BOXES, HAVE COST A GRAND TOTAL OF $ WHICH EQUALS TO $ PER LOT.

SEWAGE FACILITIES– SEPTIC SYSTEM IS ESTIMATED TO COST $1,500.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $ 52,500.00 FOR THE ENTIRE SUBDIVISION.

STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — LICENSED PROFESSIONAL ENGINEER

P.E. 11-6-14

ALFONSO QUINTANILLA
P.E. No. 95534

DATE

REPORTE FINAL DE INGENIERIA PARA RANCHITOS ESCONDIDOS SUBDIVISION PHASE I–A:

PROVISION DE AGUA: Descripcion y Gastos.

LA SUBDIVISION RANCHITOS ESCONDIDOS SUBDIVISION PHASE I–A HA SIDO PROVISTA DE AGUA POTABLE POR LA COMPAÑIA DE AGUA DE NORTH ALAMO (N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISION Y LA COMPAÑIA DE AGUA N.A.W.S.C. SE HA COMPROMETIDO A PROVEER DE AGUA SUFICIENTE A LA SUBDIVISION POR UN PERIODO DE 30 AÑOS. LA COMPAÑIA DE AGUA N.A.W.S.C. HA PRESENTADO LA DOCUMENTACION DEMOSTRANDO LA DISPONIBILIDAD DE CANTIDAD Y CALIDAD DE AGUA A LARGO PLAZO QUE SERVIRA PARA EL FUTURO DESARROLLO DE LA SUBDIVISION.

N.A.W.S.C. CUENTA CON UNA LINEA DE AGUA EXISTENTE DE 8" DE DIAMETRO EN EL LADO NORTE DE LA CALLE TASILLO DRIVE. LA LINEA DE AGUA TERMINA CON UNA TAPON EXISTENTE.

EL SISTEMA DE AGUA PARA RANCHITOS ESCONDIDOS SUBDIVISION PHASE I–A CONSISTE DE UNA LINEA DE AGUA DE 8" DE DIAMETRO QUE CONNECTAN CON LA LINEA DE AGUA EXISTENTE DE 8" EN LA CALLE TASILLO DRIVE. LA LINEA DE AGUA DE 8" DE DIAMETNRTO CORRE OESTE POR EL LADO NORTE DE LA CALLE, TERMINANDO CON UNA VALVULA DE 2" EN LA ESQUINA SUROESTE DE LOT 61.

EN LA ESQUINA SUROESTE DE LOTE 81, UNA LINEA DE AGUA DE 8" DE DIAMETRO CONECTA CON LA LINA DE AGUA DE 8" DE DIAMETRO QUE CORRE POR LA TASAJILLO DRIVE Y CORRE NORTE POR EL LADO ESTE DE LA CALLE VIZNAGA DRIVE. LA LINEA DE AGUA DE 8" DE DIAMETRO CORRE NORTE POR EL LADO ESTE DE LA CALLE, TERMINANDO CON UNA VALVULA DE 2" EN LA ESQUINA NOROESTE DE LOTE 72.

DEL CONDUCTO DE AGUA DE 8 PULGADAS SE PRODUCEN DIES Y SEIS (16) DOBLE–CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO PARA CADA DOS LOTES. ESTOS CONDUCTOS SE SEPARAN PARA PRODUCIR DOS CONDUCTOS DE AGUA DE 3/4"DE PULGADA DE DIÁMETRO PARA CADA LOTE. ADICIONALMENTE HAY TRES (3) CONDUCTOS INDIVIDUALES DE AGUA DE 3/4" DE PULGADA DE DIÁMETRO PARA CADA LOTE.

LOS DOBLE–CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO, EL CONDUCTO DE 3/4" DE PULGADAS DE DIÁMETRO, Y LOS MEDIDORES MECÁNICOS DE AGUA A UN COSTO TOTAL DE US$ O US$ POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA COMPAÑÍA N.A.W.S.C. US$, QUE CUBRE EL COSTO DEL MEDIDOR MECÁNICO DE AGUA PARA CADA LOTE. US$ ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACIÓN DE CADA MEDIDOR Y LOS GASTOS DE CONEXIÓN. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑÍA N.A.W.S.C. LO INSTALARA SIN ALGÚN GASTO AL DUEÑO. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

SERVICIO DE DRENAJE: Descripcion y Costos.

SE INSTALARA UNA FOSA SÉPTICA EN CADA SOLAR DE LA SUBDIVISION RANCHITOS ESCONDIDOS SUBDIVISION PHASE I–A. ESTA FOSA SÉPTICA CONSISTE DE UN TANQUE SÉPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. EL EVALUADOR (LIC# OS 12258) 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. EL EVALUADOR (LIC# OS 12258) HIZO (___) PRUEBAS CON AGUJEROS EN EL CENTRO DE LOS LOTES __, __, __ Y __ (EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA ÁREA ES SIGNIFICANTEMENTE UNIFORME). EL TERRENO ES UNIFORME FRANCO ARENOSO (CLASS II) 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 ESTIMADO PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR SON US$ 1,500.00, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS NINGUNA FOSA SÉPTICA HA SIDO INSTALADA EN EL PROCESO DE LA APROBACIÓN FINAL. CON EL ARCHIVAMIENTO DEL PLAN FINAL, EL DUEÑO DE LA SUBDIVISIÓN PROPORCIONARA UNA GARANTÍA FINANCIERAS ADECUADAS CON DESEMPEÑO EN FORMA DE UN CHEQUE PERSONAL REPRESENTANDO UN "DEPOSITO EN EFECTIVO" OBTENIDO POR EL CONDADO DE HIDALGO EN LA CANTIDAD DE US$ 52,500.00, QUE ES EL COSTO TOTAL ESTIMADO PARA INSTALAR UN SISTEMA DE FOSA SÉPTICAS EN CADA TERRENO. EL DUEÑO DE LA SUBDIVISIÓN INCLUIRÁ EL COSTO DE UN SISTEMA DE FOSA SÉPTICAS EN EL PRECIO DE VENTA DEL TERRENO.

EN CUALQUIER MOMENTO DESPUÉS DE QUE EL TERRENO SEA VENDIDO, EL COMPRADOR PUEDE INICIA LA INSTALACIÓN DE UN SISTEMA SÉPTICO ESCRIBIENDO O LLAMANDO AL DUEÑO DE LA SUBDIVISIÓN Y ENTONCES ARCHIVANDO EN EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO UNA APLICACIÓN PARA UN PERMISO DE CONSTRUIR PARA UN SISTEMA SÉPTICA. LAS FOSAS SÉPTICAS DEBEN DE ESTAR INSTALADAS ANTES QUE EL CONDADO DE HIDALGO PUEDA APROBAR LA AUTORIZACIÓN DE LUZ Y AGUA.

CERTIFICACION

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

AGUA: EL SISTEMA/SERVICIO DE AGUA ESTA TOTALMENTE CONSTRUIDO, CON LA INSTALACION DE LOS MEDIDORES DE AGUA, EL GRAN COSTO TOTAL ES DE US$ LO CUAL EQUIVALE A US$ POR LOTE.

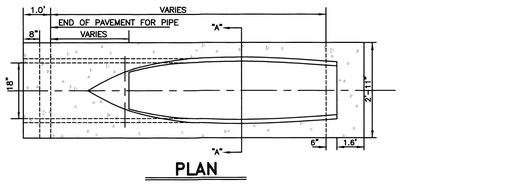
DRENAJE: SE ESTIMA QUE LA FOSA SÉPTICA COSTARA $1,500.00 A UN COSTO TOTAL DE $ 52,500.00 TODA LA SUBDIVISIÓN.

STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — LICENSED PROFESSIONAL ENGINEER

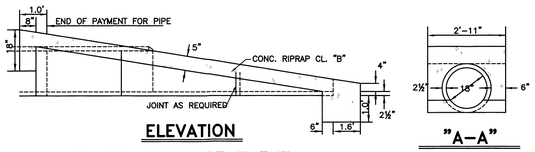
P.E. 11-6-14

ALFONSO QUINTANILLA
P.E. No. 95534

DATE



PLAN



ELEVATION

"A–A"

SAFETY END TREATMENT

NOT TO SCALE

SUBDIVIDER CERTIFICATION

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

SUBDIVIDER STATEMENT:

1.– I (WE), FORREST N. RUNNELS JR., VICE–PRESIDENT SUBDIVIDER (S) OF **RANCHITOS ESCONDIDOS SUBDIVISION PHASE I–A** HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAID AND ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT TO HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS TO THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

DATE

CWL LIMITED
BY: THREE LCC
IT'S: GENERAL PARNTER
BY: FORREST N. RUNNELS JR., VICE–PRESIDENT
P.O. BOX 118
EDINBURG, TEXAS. 78540

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared

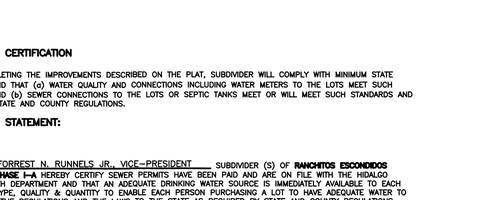
FORREST N. RUNNELS JR., VICE–PRESIDENT

Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct

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

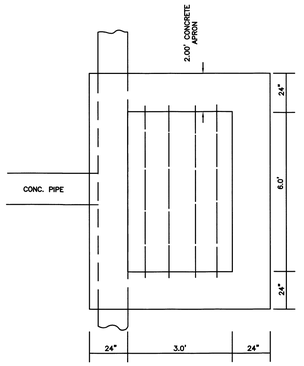
LILIA A. QUINTANILLA — Notary Public, State of Texas — My Commission Expires JULY 23, 2016

LILIA A. QUINTANILLA– NOTARY PUBLIC

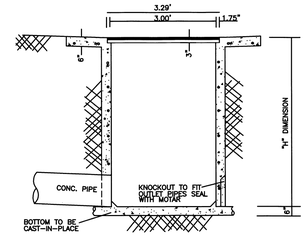


CONSTRUCTION OF ROAD SIDE DITCH

NOT TO SCALE

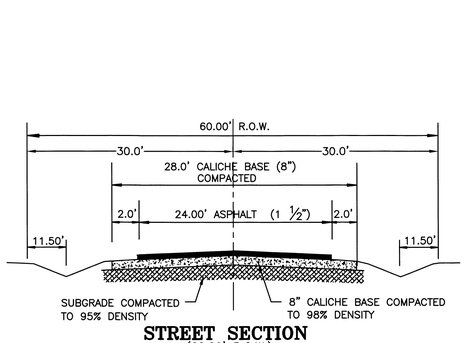


TOP VIEW



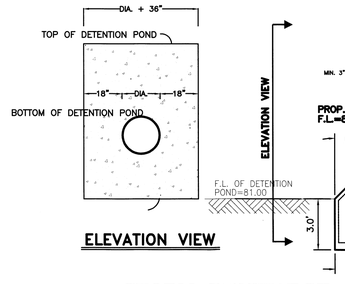
TYPE "C–C" INLET

N.T.S.



STREET SECTION
(60.0' R.O.W.)

N.T.S.

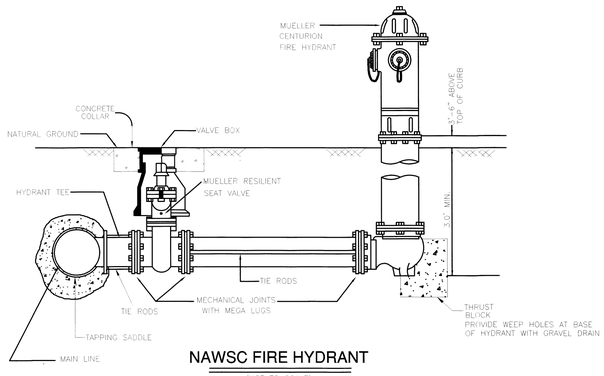


ELEVATION VIEW

1.– PROP. CONC. HEADWALL TO CONFORM AROUND DITCH.
2.– ALL REINFORCED STEEL SHALL BE GRADE 60
3.– CONC. @ 3000 PSI AT MIN. 28 DAYS COMPRESSION STRENGTH.

STORM DISCHARGE STRUCTURE

NOT TO SCALE



NAWSC FIRE HYDRANT

(NOT TO SCALE)

SUBDIVISION PLAT OF:

RANCHITOS ESCONDIDOS SUBDIVISION PHASE I–A

A 68.30 ACRE TRACT OF LAND OUT OF TRACT 157, SAN SALVADOR DEL TULE GRANT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 10, PAGES 58–60, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 831865, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

MASTER DRAINAGE REPORT FOR RANCHITOS ESCONDIDOS SUBDIVISION (PHASE I, I–A & II) BY ALFONSO QUINTANILLA, P.E.

(109.980 ACRES)	PHASE I – 261,730.94 cubic feet (6.01 acre–feet)
(68.30 ACRES)	PHASE I–A – 162,555.46 cubic feet (3.73 acre–feet)
(96.585 ACRES)	PHASE II – 229,898.16 cubic feet (5.28 acre–feet)
(274.865 ACRES)	TOTAL= **654,184.56 cubic feet (15.02 acre–feet)**

Ranchitos Escondidos is a 274.865 acre tract of land out of Tract 157, San Salvador Del Tule Grant Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 10, Pages 58–60, map records, Hidalgo County, Texas, and according to warranty deed recorded under County Clerk's Document Number 81865, official records, Hidalgo County, Texas. This subdivision is located 1,770.00 feet north of F.M. 2812 at Cesar Chavez Road. The site is currently open land and brush area. The proposed subdivision will consist of 125 residential lots. (48 lots Phase I and 77 lots Phase II)

The tract is Zone "X" as per FEMA Flood Insurance Rate Map, Community Panel No. 480334 0325 D dated June 6, 2000 with an LOMR dated May 17, 2001.

The majority of the soil is Fine Sandy Loam, Sandy Clay Loam, and Clay Loam. This soil is well drained. Surface runoff is medium. Permeability is moderate. Plasticity Index has a range of 3–32. See attached Soil Survey of Hidalgo County, Texas tables.

Presently, the site has runoff flowing in a northeasterly direction. The existing runoff for the proposed subdivision is Q= 29.73 cubic feet per second based on a 25–year storm.

After development the runoff will be Q= 74.47 cubic feet per second for an increase of Q= 44.74 cubic feet per second. In accordance with the County's drainage requirements of not increasing the amount of existing runoff, we have calculated that Detention will be 654,184.56 cubic feet (15.02 acre–feet) and will be detained in two proposed Regional Detention Ponds, one at the northeast area of the Phase I of the subdivision, and the other one in Phase I–A. that are being dedicated as Lot "A" and Lot "B" to the Hidalgo County Drainage District No.1. The soil type at the location for the pond is fine sandy loam and sandy clay loam. The size of the ponds is 1.28 acres and 1.41 acres and will provide 698,625.00 c.f. of detention storage. Runoff from the streets will flow via roadside ditch that will be collected by a storm sewer system consisting of 18" and 24" pipes and Type "CC" inlets that will discharge into the proposed detention pond. The access to the proposed detention ponds will be via Cesar Chavez Road and a subdivision street being public roads (24.0 feet pavement) being dedicated by the plats. The detention pond will be constructed in accordance with the requirements of the Hidalgo County Drainage District No.1.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100–YEAR FLOODPLAIN FOR ZONE "X" (AREAS DETERMINED TO BE OUTSIDE 500–YEAR FLOODPLAIN) AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0325 D DATED JUNE 6, 2000 (LOMR MAY 17, 2001)

STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — LICENSED PROFESSIONAL ENGINEER

P.E. 11-6-14

ALFONSO QUINTANILLA
P.E. No. 95534

DATE

COST ESTIMATE

PAVING IMPROVEMENTS	$
DRAINAGE IMPROVEMENTS:	$
WATER DISTRIBUTION:	$
SEPTIC TANKS:	$

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F–1513
SURVEYING REGISTRATION NUMBER 100411–00
PHONE 956–381–6480
FAX 956–381–0527
OFFICE@QHAENGINEERING.COM

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

THE COUNTY OF HIDALGO — TEXAS

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

ON: _____AT_____ AM/PM

INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____ DEPUTY

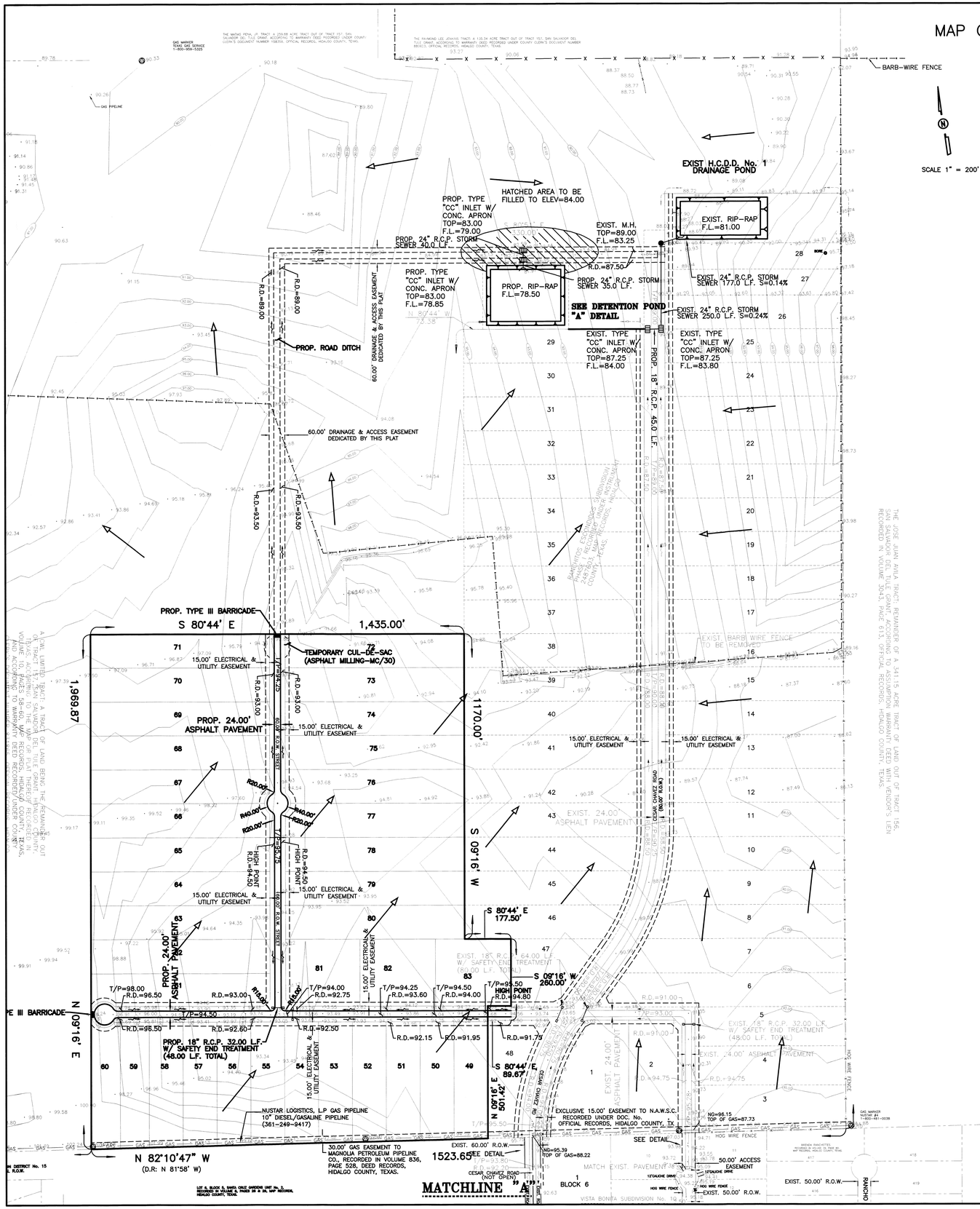
SHEET NO. 6 OF 6 SHEETS	FILENAME = P:\DATA\SUBD\HIDALGO COUNTY\RANCHITOS ESCONDIDOS\6–PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	6–26–13	M. GONZALEZ		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

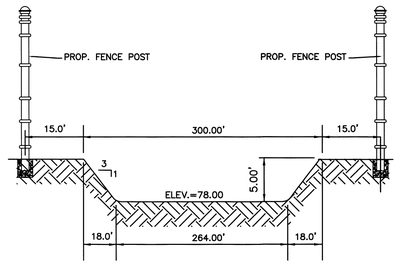
MAP OF TOPOGRAPHY AND DRAINAGE / MAPA DE TOPOGRAFIA Y DRENAJE

RANCHITOS ESCONDIDOS SUBDIVISION PHASE I–A

A 68.30 ACRE TRACT OF LAND OUT OF TRACT 157, SAN SALVADOR DEL TULE GRANT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 10, PAGES 58–60, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 831865, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

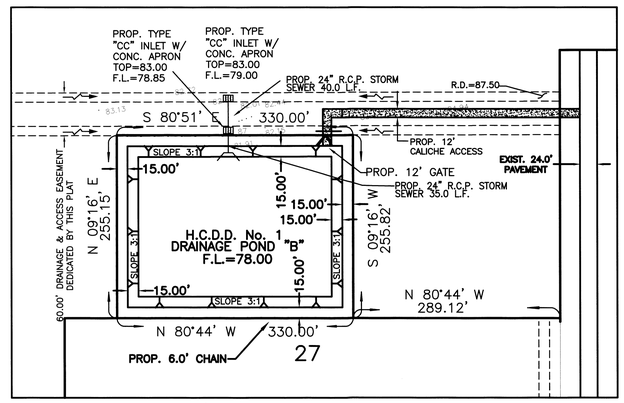
SCALE 1" = 200'





DETENTION AREA DETAIL

NOT TO SCALE



DETENTION POND "A" DETAIL

SCALE: 1"= 100'

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — REGISTERED PROFESSIONAL ENGINEER

P.E. 11-6-14

ALFONSO QUINTANILLA
P.E. No. 95534

DATE

COST ESTIMATE

PAVING IMPROVEMENTS	$
DRAINAGE IMPROVEMENTS:	$
WATER DISTRIBUTION:	$
SEPTIC TANKS:	$

THE COUNTY OF HIDALGO TEXAS

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

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411–00

LAND SURVEYORS
PHONE 956–381–6480
FAX 956–381–0527
OFFICE@QHAENGINEERING.COM

SHEET NO. 5 OF 6 SHEETS	FILENAME : F:\DATA\SUBD\HIDALGO COUNTY\RANCHITOS ESCONDIDOS\B-PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	6-26-13	M. GONZALEZ		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

MAP OF WATER DISTRIBUTION SYSTEM/ MAP DE DISTRIBUCION DE AGUA

A CWL LIMITED TRACT: A TRACT OF LAND BEING THE REMAINDER OUT OF TRACT 157, SAN SALVADOR DEL TULE GRANT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 10, PAGES 58-60, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 831865, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

A CWL LIMITED TRACT A TRACT OF LAND BEING THE REMAINDER OUT OF TRACT 157, SAN SALVADOR DEL TULE GRANT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 10, PAGES 58-60, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 831865, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

S 80°44' E 1,435.00'

1,969.87

1170.00'

S 09°16' W

RANCHITOS ESCONDIDOS SUBDIVISION PHASE 1 RECORDED UNDER INSTRUMENT 2487603, MAP RECORDS, HIDALGO COUNTY, TEXAS.

N

SCALE: 1"= 100'

EXIST. 2" FLUSH VALVE 8" VALVE & BOX
EXIST. 3/4" SINGLE SERV. CONN. (TYP.)
EXIST. 16" P.V.C. CASING-80.00 L.F.
15.00' ELECTRICAL & UTILITY EASEMENT
EXIST. 8"x6" M.J. TEE 6" VALVE AND BOX FIRE HYDRANT FLANGE ELEV.=93.75
EXIST. 1" DUAL SERV. CONN. (TYP.)
EXIST. 8" P.V.C. WATERLINE DR-18
EXIST. 2" P.V.C. CASING 40.00 L.F. (TYP.)
VIZNAGA DRIVE
EXIST. 16" P.V.C. CASING-80.00 L.F.
EXIST. 8"x6" M.J. TEE 6" VALVE AND BOX FIRE HYDRANT FLANGE ELEV.=95.25
EXIST. 1" DUAL SERV. CONN. (TYP.)
EXIST. 2" P.V.C. CASING 40.00 L.F. (TYP.)
EXIST. 1" DUAL SERV. CONN. (TYP.)
EXIST. 2" FLUSH VALVE
EXIST. 16" P.V.C. CASING-80.00 L.F.
EXIST. 2" P.V.C. CASING 70.00 L.F.
TASAJILLO DRIVE
EXIST. 8" M.J. TEE 2-8" M.J. 45° BEND 2-8" VALVE & BOX
EXIST. 8" P.V.C. WATERLINE DR-18
PROP. TIE INTO EXIST. 8" WATERLINE
EXIST. 8" PLUG (TO BE REMOVED)
EXIST. 2" P.V.C. CASING 40.00 L.F. (TYP.)
EXIST. 8"x6" M.J. TEE 6" VALVE AND BOX FIRE HYDRANT FLANGE ELEV.=93.25
EXIST. 8"x6" M.J. TEE 6" VALVE AND BOX FIRE HYDRANT FLANGE ELEV.=93.25
EXIST. 16" P.V.C. CASING-40.00 L.F.
EXIST. 8" P.V.C. WATERLINE DR-18 (N.A.W.S.C.)
EXIST. 2-8" VALVE & BOXES
CESAR CHAVEZ ROAD (80.00' R.O.W.)
NUSTAR LOGISTICS, L.P GAS PIPELINE 10" DIESEL/GASALINE PIPELINE (361-249-9417)
30.00' GAS EASEMENT TO MAGNOLIA PETROLEUM PIPELINE CO., RECORDED IN VOLUME 836, PAGE 528, DEED RECORDS, HIDALGO COUNTY, TEXAS.
EXIST. 60.00' R.O.W.
CESAR CHAVEZ ROAD (NOT OPEN)
SANTA CRUZ IRRIGATION DISTRICT No. 15 100.00' CANAL R.O.W.
LOT 6, BLOCK 5, SANTA CRUZ GARDENS UNIT No. 2, RECORDED IN VOLUME 8, PAGES 28 & 29, MAP RECORDS, HIDALGO COUNTY, TEXAS.

S 80°44' E 177.50'
S 09°16' W 260.00'
S 80°44' E 89.67'
N 09°16' E 501.42'
N 09°16' E
N 82°10'47" W (D.R: N 81°58' W)
1,523.32'
S 82°10'47" W

37 38 39 40 41 42 43 44 45 46 47 48

60 59 58 57 56 55 54 53 52 51 50 49

61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83

RANCHITOS ESCONDIDOS SUBDIVISION PHASE I

A 109.97 ACRE TRACT OF LAND OUT OF TRACT 157, SAN SALVADOR DEL TULE GRANT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 10, PAGES 58-60, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 831865, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
ALFONSO QUINTANILLA
95534
LICENSED PROFESSIONAL ENGINEER

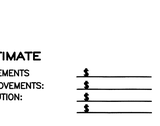
P.E. 11-6-14

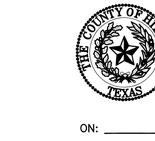
ALFONSO QUINTANILLA
P.E. No. 95534

DATE

WM WATER METER BOX
8" WATER SUPPLY LINE
SERVICE LINES

WM CAJA DE MEDIDOR DE AGUA
8" LINEA DE AGUA
LINEAS DE SERVICIOS





REVISION NOTES

No.	Sheet	REVISION	Date	Approved

B-1 ⊗ TEST BORINGS
PROP. SEPTIC TANK (OSSF)

COST ESTIMATE

PAVING IMPROVEMENTS	$
DRAINAGE IMPROVEMENTS:	$
WATER DISTRIBUTION:	$
SEPTIC TANKS:	$

THE COUNTY OF HIDALGO TEXAS

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

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

SHEET NO. 4 OF 6 SHEETS	FILENAME : P:\DATA\SUBD\HIDALGO COUNTY\RANCHITOS ESCONDIDOS\B-PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	6-28-13	M. GONZALEZ		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

SUBDIVISION PLAT OF:

RANCHITOS ESCONDIDOS SUBDIVISION PHASE I-A

A 68.30 ACRE TRACT OF LAND OUT OF TRACT 157, SAN SALVADOR DEL TULE GRANT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 10, PAGES 58-60, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 831865, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF EDINBURG, TEXAS.

DATED THIS THE 9th DAY OF OCTOBER 20 14.

REGISTERED PROFESSIONAL SURVEYOR
No. 4856 STATE OF TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO

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

I CERTIFY THAT THE WATER AND SEWER SERVICE FACILITIES FOR LOTS INTENDED FOR RESIDENTIAL PURPOSES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. THE ESTIMATED COSTS TO INSTALL UNCONSTRUCTED WATER AND SEWAGE FACILITIES DESCRIBED ABOVE ARE AS FOLLOWS: WATER FACILITIES: THESE FACILITIES HAVE BEEN CONSTRUCTED AT A TOTAL COST OF $

SEWAGE FACILITIES: OSSF'S ARE ESTIMATED TO COST $ 1,500 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $ FOR THE SUBDIVISION.

DATED THIS THE 6TH DAY OF NOV. 20 14

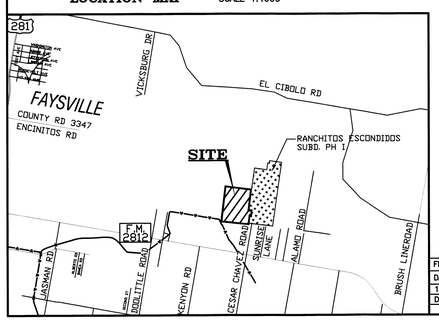
LICENCED PROFESSIONAL ENGINEER
No. 95534 STATE OF TEXAS

LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	S 35°44'00" E	35.36'
L2	S 54d16'0" W	35.36'

CURVE DATA				
CURVE	DELTA	RADIUS	LENGTH	CHORD
"A"	143°07'51"	50.00'	124.91'	94.87'
"B"	53°07'48"	50.00'	46.36'	44.72'

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

LOCATION MAP SCALE 1:4000



THE COUNTY OF HIDALGO TEXAS

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

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

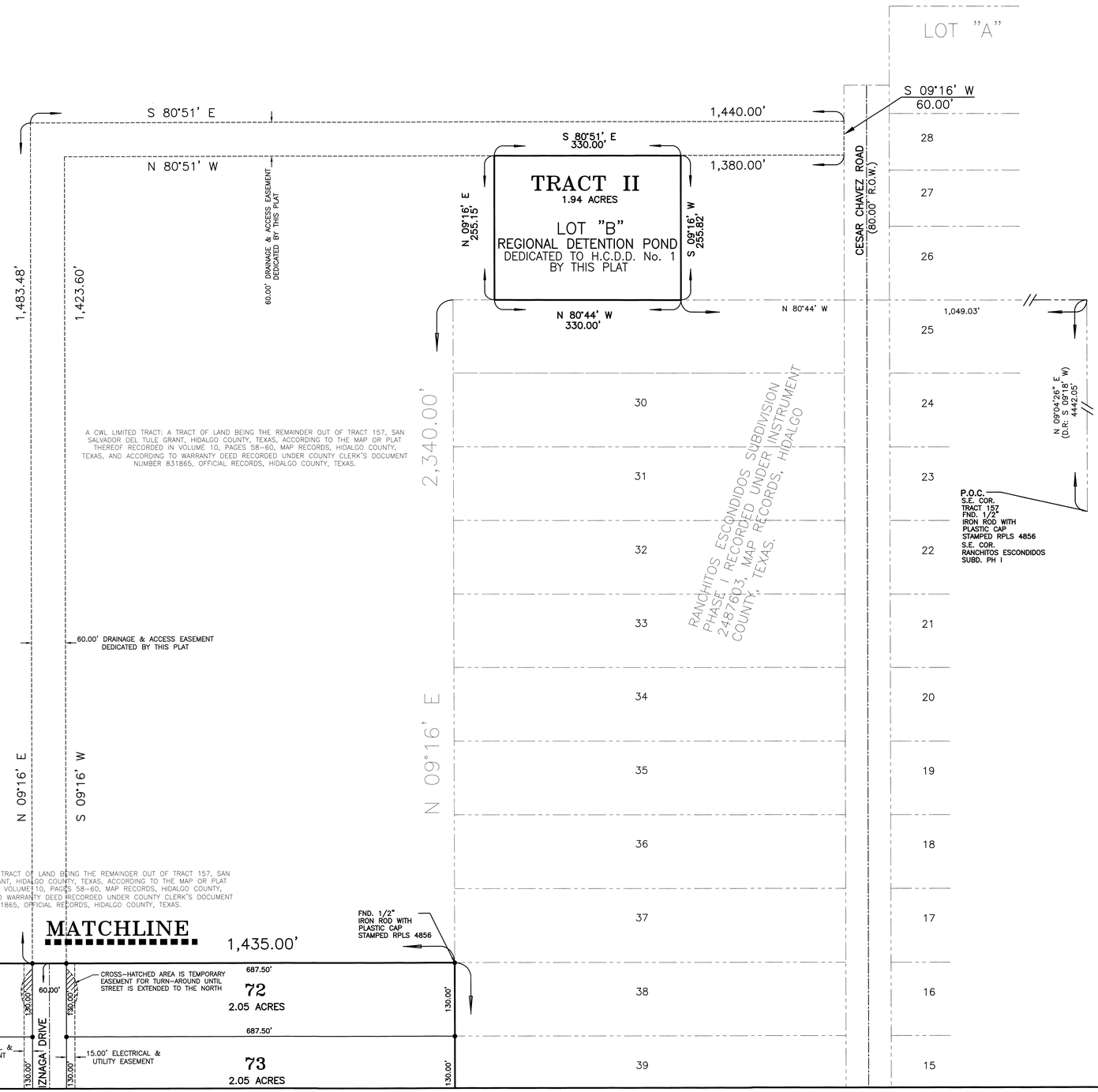
FILENAME : F:\DATA\SUBDIVIS\HIDALGO CO.\RANCHOS ESCONDIDOS\PLAT 1-A			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
10-9-2014	M. GONZALEZ		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

SHEET NO. 3 OF 6 SHEETS

3"I.D. STEEL GAS PIPELINE

SCALE: 1"= 100'

A CWL LIMITED TRACT: A TRACT OF LAND BEING THE REMAINDER OUT OF TRACT 157, SAN SALVADOR DEL TULE GRANT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 10, PAGES 58-60, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 831865, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.



SUBDIVISION PLAT OF:

RANCHITOS ESCONDIDOS SUBDIVISION PHASE I-A

A 68.30 ACRE TRACT OF LAND OUT OF TRACT 157, SAN SALVADOR DEL TULE GRANT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 10, PAGES 58-60, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 831865, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF EDINBURG, TEXAS.

DATED THIS THE 9th DAY OF OCTOBER 20 14.

REGISTERED PROFESSIONAL SURVEYOR
No. 4856 STATE OF TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO

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

I CERTIFY THAT THE WATER AND SEWER SERVICE FACILITIES FOR LOTS INTENDED FOR RESIDENTIAL PURPOSES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. THE ESTIMATED COSTS TO INSTALL UNCONSTRUCTED WATER AND SEWAGE FACILITIES DESCRIBED ABOVE ARE AS FOLLOWS: WATER FACILITIES: THESE FACILITIES HAVE BEEN CONSTRUCTED AT A TOTAL COST OF $

SEWAGE FACILITIES: OSSF'S ARE ESTIMATED TO COST $ 1,500 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $ FOR THE SUBDIVISION.

DATED THIS THE 6TH DAY OF NOV. 20 14

P.E.

LICENCED PROFESSIONAL ENGINEER
No. 95534 STATE OF TEXAS

LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	S 35°44'00" E	35.36'
L2	S 54d16'0" W	35.36'

CURVE DATA				
CURVE	DELTA	RADIUS	LENGTH	CHORD
"A"	143°07'51"	50.00'	124.91'	94.87'
"B"	53°07'48"	50.00'	46.36'	44.72'

A CWL LIMITED TRACT: A TRACT OF LAND BEING THE REMAINDER OUT OF TRACT 157, SAN SALVADOR DEL TULE GRANT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 10, PAGES 58-60, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 831865, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

A EDINBURG ECONOMIC DEVELOPMENT CORPORATION: A 92.265 ACRE TRACT OUT OF TRACT 157, SAN SALVADOR DEL TULE GRANT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 10, PAGES 58-60, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2456392, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

SET 1/2" x 24" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856

S 80°44' E 1,435.00'

MATCHLINE

FND. 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856

1,969.87

CROSS-HATCHED AREA IS TEMPORARY EASEMENT FOR TURN-AROUND UNTIL STREET IS EXTENDED TO THE NORTH

15.00' ELECTRICAL & UTILITY EASEMENT

VIZNAGA DRIVE

TRACT I

RANCHITOS ESCONDIDOS SUBDIVISION PHASE I, RECORDED UNDER INSTRUMENT 2487603, MAP RECORDS, HIDALGO COUNTY, TEXAS.

1170.00'

71	72	37
70	73	39
69	74	40
68	75	41
67	76	42
66	77	43
65	78	44
64	79	45
63	80	46
62	81	82	83	47
61	TASAJILLO DRIVE	
60	59	58	57	56	55	54	53	52	51	50	49	48

All lots: 2.05 ACRES, except 75: 2.05 ACRES; 76: 2.04 ACRES; 77: 2.04 ACRES; 78: 2.05 ACRES; 79: 2.05 ACRES; 80: 2.05 ACRES; 81: 1.66 ACRES; 82: 1.70 ACRES; 83: 1.70 ACRES; 60: 1.22 ACRES; 59: 1.22 ACRES; 58: 1.43 ACRES; 57: 1.42 ACRES; 56: 1.41 ACRES; 55: 1.40 ACRES; 54: 1.39 ACRES; 53: 1.38 ACRES; 52: 1.37 ACRES; 51: 1.36 ACRES; 50: 1.35 ACRES; 49: 1.34 ACRES.

15.00' ELECTRICAL & UTILITY EASEMENT

S 09°16' W 1170.00'

S 80°44' E 177.50'

FND. 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856

S 09°16' W 255.00'

FND. 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856

S 80°44' E 89.67'

FND. 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856

N 09°16' E 506.42'

CESAR CHAVEZ ROAD (80.00' R.O.W.)

EXCLUSIVE 15.00' EASEMENT TO N.A.W.S.C. RECORDED UNDER DOC. No. OFFICIAL RECORDS, HIDALGO COUNTY, TX

NUSTAR LOGISTICS, L.P GAS PIPELINE 10" DIESEL/GASALINE PIPELINE (361-249-9417)

30.00' GAS EASEMENT TO MAGNOLIA PETROLEUM PIPELINE CO., RECORDED IN VOLUME 836, PAGE 528, DEED RECORDS, HIDALGO COUNTY, TEXAS.

IRRIGATION No. 15 LATERAL R.O.W.

N 82°10'47" W 1,523.32'

(D.R: N 81°58' W)

FND. 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856

P.O.B. FND. 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 S.E. COR. RANCHITOS ESCONDIDOS SUBD. PH I

N 82°10'47" W 1,375.33'

(D.R: N 81°58' W)

P.O.C. S.E. COR. TRACT 157 FND. 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 S.E. COR. RANCHITOS ESCONDIDOS SUBD. PH I

EXIST. 60.00' R.O.W.

30.00' 30.00'

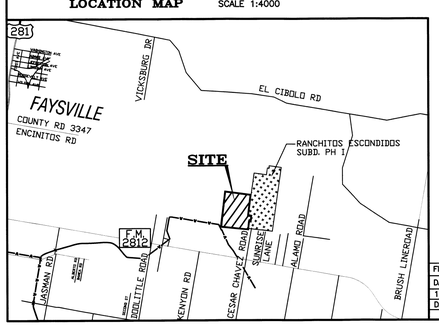
CESAR CHAVEZ ROAD

SCALE: 1"= 100'

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

LOCATION MAP SCALE 1:4000



THE COUNTY OF HIDALGO TEXAS

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

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

FILENAME :F:\DATA\SUBDMS\HIDALGO CO.\RANCHOS ESCONDIDOS\PLAT 1-A			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
10-9-2014	M. GONZALEZ		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

SHEET NO. 2 OF 6 SHEETS

SUBDIVISION PLAT OF:

RANCHITOS ESCONDIDOS SUBDIVISION PHASE I–A

A 68.30 ACRE TRACT OF LAND OUT OF TRACT 157, SAN SALVADOR DEL TULE GRANT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 10, PAGES 58–60, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 831865, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

TRACT I

A 66.36 ACRE TRACT OF LAND OUT OF TRACT 157, SAN SALVADOR DEL TULE GRANT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 10, PAGES 58–60, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2445836, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND ON THE SOUTH LINE OF TRACT 157 FOR THE SOUTHWEST CORNER OF RANCHITOS ESCONDIDOS SUBDIVISION PHASE I (RECORDED IN INSTRUMENT NUMBER 2487603, MAP RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHEAST CORNER OF THIS TRACT, SAID ROD BEARS N 82°10'47" W (DEED RECORD: N 81°58' W), 1,375.33 FEET FROM THE SOUTHEAST CORNER OF TRACT 157.

THENCE; N 82°10'47" W (DEED RECORD: N 81°58' W), ALONG THE SOUTH LINE OF TRACT 157, A DISTANCE OF 1,523.32 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR THE SOUTHEAST CORNER OF THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION TRACT (A 92.265 ACRE TRACT OUT OF TRACT 157, SAN SALVADOR DEL TULE GRANT, ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2456392, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 09°16' E, ALONG THE EAST LINE OF THE EDINBURG DEVELOPMENT CORPORATION TRACT, A DISTANCE OF 1,969.87 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 80°44' E, A DISTANCE OF 1,435.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND ON THE WEST LINE OF RANCHITOS ESCONDIDOS SUBDIVISION PHASE I FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 09°16' W, ALONG THE WEST LINE OF RANCHITOS ESCONDIDOS SUBDIVISION PHASE I, A DISTANCE OF 1,170.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 80°44' E, ALONG THE WEST LINE OF RANCHITOS ESCONDIDOS SUBDIVISION PHASE I, A DISTANCE OF 177.50 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 09°16' W, ALONG THE WEST LINE OF RANCHITOS ESCONDIDOS SUBDIVISION PHASE I, A DISTANCE OF 255.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 80°44' W, ALONG THE WEST LINE OF RANCHITOS ESCONDIDOS SUBDIVISION PHASE I, A DISTANCE OF 89.67 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN INTERIOR CORNER OF THIS TRACT,

THENCE; S 09°16' W, ALONG THE WEST LINE OF RANCHITOS ESCONDIDOS SUBDIVISION PHASE I, A DISTANCE OF 506.42 FEET TO THE POINT OF BEGINNING AND CONTAINING 66.36 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH RANCHITOS ESCONDIDOS SUBDIVISION PHASE I RECORDED IN INSTRUMENT NUMBER 2487603, MAP RECORDS, HIDALGO COUNTY, TEXAS.

TRACT II

A 1.94 ACRE TRACT OF LAND OUT OF TRACT 157, SAN SALVADOR DEL TULE GRANT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 10, PAGES 58–60, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 831865, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE NORTH LINE OF RANCHITOS ESCONDIDOS SUBDIVISION PHASE I (RECORDED IN INSTRUMENT NUMBER 2487603, MAP RECORDS, HIDALGO COUNTY, TEXAS) FOR THE SOUTHEAST CORNER OF THIS TRACT, SAID ROD BEARS N 09°04'26" E, 4,442.05 FEET AND N 80°44' W, 1,049.03 FEET FROM THE SOUTHEAST CORNER OF TRACT 157.

THENCE; N 80°44' W, A DISTANCE OF 330.00 FEET ALONG THE NORTH LINE OF RANCHITOS ESCONDIDOS SUBDIVISION PHASE I TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 09°16' E, A DISTANCE OF 255.15 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 80°51' E, A DISTANCE OF 330.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 09°16' W, A DISTANCE OF 255.82 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.94 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH RANCHITOS ESCONDIDOS SUBDIVISION PHASE I RECORDED IN INSTRUMENT NUMBER 2487603, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF EDINBURG, TEXAS.

DATED THIS THE 9th DAY OF OCTOBER 20 14.

REGISTERED PROFESSIONAL SURVEYOR
No. 4856 STATE OF TEXAS

STATE OF TEXAS · REGISTERED · ALFONSO QUINTANILLA · 4856 · PROFESSIONAL LAND SURVEYOR

PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE " X "
AREAS DETERMINED TO BE OUTSIDE 500–YEAR FLOOD PLAIN
COMMUNITY–PANEL No. 480334 0325 D
EFFECTIVE DATE: MAY 17, 2001.
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100–YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2.– MINIMUM BUILDING SETBACK LINES:

FRONT:	85.00 FEET
REAR:	30.00 FEET OR EASEMENT, WHICHEVER IS GREATER
SIDE:	15.00 FEET OR EASEMENT, WHICHEVER IS GREATER
CORNER SIDE:	30.00 FEET

3.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCE
NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. NO COMMERCIAL USE SHALL BE ALLOWED ON ALL THE LOTS. THIS MUST BE STIPULATED ON ALL DEEDS AND ALL CONTRACTS FOR DEEDS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4.– MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 24" ABOVE TOP OF CENTERLINE OF THE STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No. 1 ELEVATION= 94.89 TOP OF NORTHEAST BOLT OF FIRE HYDRANT NAVD 88 DATUM.
B.M. No. 2 ELEVATION= 87.11SQUARE CUT ON SOUTHWEST CORNER OF TYPE "CC" INLET NORTHEAST CORNER OF LOT 26 OF THE SUBDIVSION. NAVD 88 DATUM.

6.– DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT (MASTER PLAN 274.865 ACRES) WILL BE REQUIRED TO DETAIN A TOTAL OF 654,184.56 CUBIC –FEET (15.02 ACRE FEET) OF STORM WATER RUNOFF. REGIONAL DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: SEE DRAINAGE REPORT ON SHEET No. 6.

(109.980 ACRES)	PHASE I – 261,730.94 cubic feet (6.01 acre–feet)
(68.30 ACRES)	PHASE I–A – 162,555.46 cubic feet (3.73 acre–feet)
(96.585 ACRES)	PHASE II – 229,898.16 cubic feet (5.28 acre–feet)
(274.865 ACRES)	TOTAL= **654,184.56 cubic feet (15.02 acre–feet)**

7.– LEGEND • – DENOTES 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856, UNLESS OTHERWISE NOTED.

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

9.– ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

10.– THIS SUBDIVISION IS NOT WITHIN AN IRRIGATION DISTRICT.

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

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 AND MULTIFAMILY USE.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCEPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE SOIL EVALUATOR HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

CWL LIMITED
BY: THREE LLC
IT'S: GENERAL PARTNER
13.– BY: FORREST N. RUNNELS JR., VICE–PRESIDENT, THE OWNER & SUBDIVIDER OF RANCHITOS ESCONDIDOS SUBDIVISION PHASE I–A, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 6 OF THIS PLAT.

14.– THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE SUBDIVISION.

15.– ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS.

16.– REGIONAL DRAINAGE FACILITY (RFD) FOR THIS DEVELOPMENT SHALL BE DEDICATED TO H.C.D.D. No. 1 AS SHOWN ON THE PLAT. CONSTRUCTION SHALL BE IN ACCORDANCE WITH COUNTY AND H.C.D.D. No. 1 SPECIFICATIONS. H.C.D.D. No. 1 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF SAID RDF. NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN THE RDF EASEMENT.

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor"whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line therof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein, Thus agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above–described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this____ day of _____ 20____.

CWL LIMITED
BY: THREE LLC
IT'S: GENERAL PARTNER
BY: FORREST N. RUNNELS JR., VICE–PRESIDENT
P.O. BOX 118
EDINBURG, TEXAS. 78540

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF RANCHITOS ESCONDIDOS SUBDIVISION PHASE I–A WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, 20____.

ENVIRONMENTAL HEALTH DIVISION MANAGER — DATE

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

INDEX TO SHEETS

SHEET 1.– HEADING INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: DESCRIPTION (METES AND BOUNDS): ENGINEER'S & SURVEYOR'S CERTIFICATION: PLAT NOTES AND RESTRICTIONS: OWNER'S ACKNOWLEDGMENT: CITY APPROVAL CERTIFICATE: MAYOR'S CERTIFICATE, ADMINISTRATOR'S CERTIFICATE, PLANNING & ZONING CERTIFICATE, N.A.W.S.C. CERTIFICATE, HIDALGO COUNTY R.O.W. CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE: H.C.D.D. No. 1 CERTIFICATION, SANTA CRUZ IRRIGATION DISTRICT No. 15 CERTIFICATION, REVISION NOTES.

SHEET 2.– HEADING INDEX: LOT, STREETS, AND EASEMENT LAYOUT: : ENGINEER'S & SURVEYOR'S CERTIFICATION: COUNTY CLERK'S RECORDING CERTIFICATE: REVISION NOTES.

SHEET 3.– HEADING INDEX: LOT, STREETS, AND EASEMENT LAYOUT: : ENGINEER'S & SURVEYOR'S CERTIFICATION: COUNTY CLERK'S RECORDING CERTIFICATE: REVISION NOTES.

SHEET 4.– ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION), COUNTY CLERK'S RECORDING CERTIFICATE

SHEET 5.– MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION: REVISION NOTES. COUNTY CLERK'S RECORDING CERTIFICATE

SHEET 6.– DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE POND, AND ENGINEERING CERTIFICATION: REVISION NOTES. COUNTY CLERK'S RECORDING CERTIFICATE

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, FORREST N. RUNNELS JR., VICE–PRESIDENT, AS OWNER OF THE 109.98 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED RANCHITOS ESCONDIDOS SUBDIVISION PHASE I–A, HEREBY SUBDIVIDE THE LAND AS DEPICTEDIN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

CWL LIMITED — DATE
BY: THREE LLC
IT'S: GENERAL PARTNER
BY: FORREST N. RUNNELS JR., VICE–PRESIDENT
P.O. BOX 118
EDINBURG, TEXAS. 78540

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared FORREST N. RUNNELS JR., VICE–PRESIDENT proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, de–clared that the statements therein are true and correct and acknowledged that she executed the same for the purposed and consideration thereby expressed.

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

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

LILIA A. QUINTANILLA– NOTARY PUBLIC

PLANNING & ZONING COMMISSION CERTIFICATION

"I, the undersigned, Chairperson of the Planning and Zoning Commission of the City of Edinburg, hereby certify that this subdivision plat known as RANCHITOS ESCONDIDOS SUBDIVISION PHASE I–A conforms to all requirements of the Subdivision Regulations of this City wherein my approval is required and has been approved for recording on the _____ day of _____, 20____."

CHAIRPERSON–PLANNING & ZONING COMMISSION

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

ATTEST:

MAYOR'S SIGNATURE — DATE — CITY SECRETARY — DATE

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

WE THE UNDERSIGNED CERTIFY that this plat of the RANCHITOS ESCONDIDOS SUBDIVISION PHASE I–A, was reviewed and approved by the Hidalgo County Commissioners Court on _____, _____.

Hidalgo County Judge — Date

ATTEST:
Hidalgo County Clerk — Date

STATE OF TEXAS
COUNTY OF HIDALGO

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

I CERTIFY THAT THE WATER AND SEWER SERVICE FACILITIES FOR LOTS INTENDED FOR RESIDENTIAL PURPOSES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. THE ESTIMATED COSTS TO INSTALL UNCONSTRUCTED WATER AND SEWAGE FACILITIES DESCRIBED ABOVE ARE AS FOLLOWS: WATER FACILITIES: THESE FACILITIES HAVE BEEN CONSTRUCTED AT A TOTAL COST OF $

SEWAGE FACILITIES: OSSF'S ARE ESTIMATED TO COST $ 1,500 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $ FOR THE SUBDIVISION.

DATED THIS THE 6TH DAY OF NOV. 20 14

LICENCED PROFESSIONAL ENGINEER
No. 95534 STATE OF TEXAS

STATE OF TEXAS · LICENSED · ALFONSO QUINTANILLA · 95534 · PROFESSIONAL ENGINEER

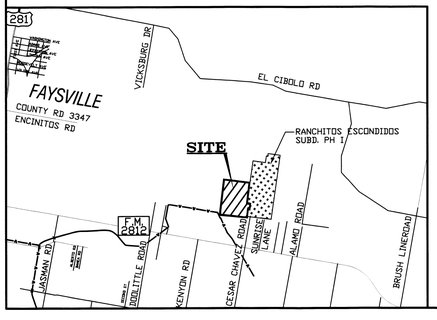
THE COUNTY OF HIDALGO TEXAS

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

ON: _____AT_____ AM/PM
INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____ DEPUTY

LOCATION MAP SCALE 1:4000



REVISION NOTES

No.	Sheet	REVISION	Date	Approved
1	1 OF 6	HIDALGO COUNTY COMMENTS (7–16–13)	1–2–13	Q.H.

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

RANCHITOS ESCONDIDOS SUBDIVISION PHASE I–A, IS LOCATED IN MIDDLE HIDALGO COUNTY ON CESAR CHAVEZ ROAD, APPROXIMATELY 1,780.00 FEET NORTH OF F.M. 2812 INERSECTION WITH CESAR CHAVEZ ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 77,100), RANCHITOS ESCONDIDOS SUBDIVISION PHASE I, LIES APPROXIMATELY 2.03 MILES FROM THE CITY LIMITS AND IT IS WITHIN THE CITY'S TWO–MILE EXTRA–TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021. IT LIES IN PCT. 4

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	FORREST N. RUNNELS JR. VICE–PRESIDENT OF CWL LIMITED GENERAL PARTNER OF THREE LLC.	P.O. BOX 118	EDINBURG, TX 78540	(956)383–7032	(956)383–5060
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381–6480	(956)381–0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381–6480	(956)381–0527

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
PHONE 956–381–6480
FAX 956–381–0527
office@qhaengineering.com
ENGINEERING REGISTRATION NUMBER F–1513
SURVEYING REGISTRATION NUMBER 100411–00

SHEET NO. 1 OF 6 SHEETS	FILENAME : F:\DATA\SUBDIVISION\HIDALGO CO\RANCHITOS ESCONDIDOS PH. I–A\PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	10–9–2014	M. GONZALEZ		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

HIDALGO COUNTY
PLANNING DEPARTMENT

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

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

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 12-02-2014

PROPOSED **REPLAT OF LOTS 5 – 9 THE HILLS** SUBDIVISION, PRECINCT No. **4** .

ENGINEER FIRM: **MELDEN & HUNT, INC.** DEVELOPER: **JEFFREY MOATS**

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

NUMBER OF LOTS: **3** ☒ *SINGLE FAMILY ___ ☐ *MULTI-FAMILY ___ ☐ COMMERCIAL ___ ☐ INSTITUTIONAL

LOCATION DESCRIPTION: **Southeast corner of Mile 19 North and Brushline Road**

SUBDIVISION LIES WITHIN THE: ☒ *The rural area of the County.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **09-26-14** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **On site detention common area maintained by Homeowners Association.**

ROAD R.O.W. DEDICATION: **No Right of way dedication required.**

H.C.R.O.W. FINAL APPROVAL DATE: **10-07-14** By, **Jesse Ozuna** PCT. 4 R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: **10-10-14** By, **Elizardo Ramos, Environmental Health Division Manager**

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **FRED L. KURTH, P.E.**

WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **6"** LOCATION: **The Hills Drive**

H.C.O.E.C. FINAL APPROVAL DATE: **06-27-14** : By **Martin Ramirez, Environmental Compliance Coordinator**

☒ **SMALL CONSTRUCTION**

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

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON:

REQUEST FOR FINAL APPROVAL WITH: ☒ **Cash Deposit:** *Amount:$* **4,500.00** *For:* ☒ *OSSF(S)* **3** ☐ PAVING ☐ DRAINAGE ☐ STREET SIGNS

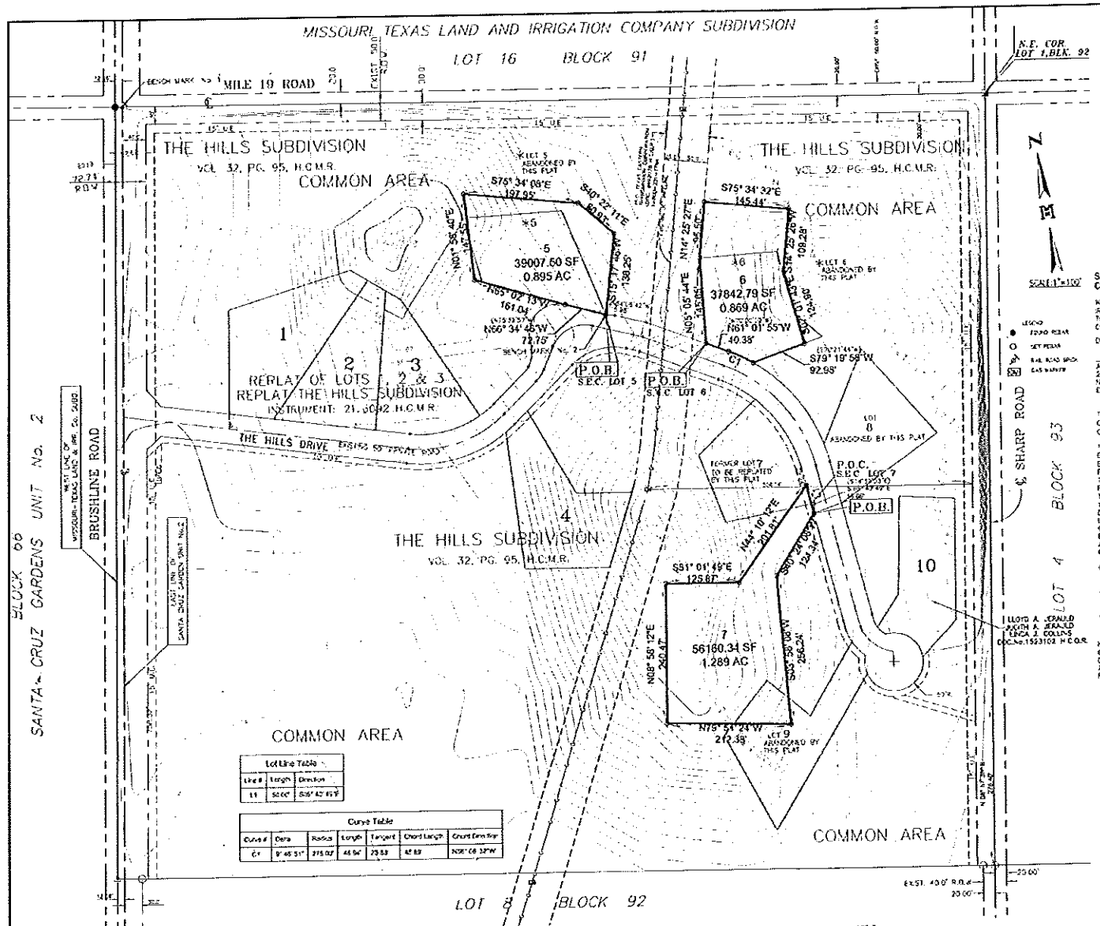
STAFF RECOMMENDS:

☐ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments*

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

☒ **Final Approval** *with financial guarantee.*

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



REPLAT OF LOTS 5 -9 OUT OF THE HILLS

IN HARMONY WITH NATURE

BEING A REPLAT OF 3.054 ACRES
BEING PARTS OF LOTS 5-9, AND PARTS OF
THE COMMON AREAS OUT OF
THE HILLS SUBDIVISION
AS RECORDED IN VOLUME 32, PAGE 95, H.C.M.R.
COUNTY OF HIDALGO, TEXAS.

BEING AN EXTINCTION LOTS 8 AND 9
ACREAGE ADDED TO LOTS 5-7

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF REPLAT OF LOTS 5-9 THE HILLS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT

ON _____

ENVIRONMENTAL HEALTH DIVISION MANAGER _____ DATE _____

STATE OF TEXAS
COUNTY OF HIDALGO

WE, THE UNDERSIGNED OWNER OF LAND SHOWN ON THIS PLAT, FOR THE CONSIDERATION OF DELTA LAKE IRRIGATION DISTRICT (MCALLEN AND HIDALGO COUNTY) APPROVING THIS PLAT, ASSUME ALL RESPONSIBILITY FOR THE DRAINAGE OF THE LAND COVERED HEREBY AND WE, OUR HEIRS AND ASSIGNS, ASSUME ANY COSTS IN CONNECTION WITH ANY DRAINAGE NEEDED NOW OR AT ANY TIME IN THE FUTURE.

DESIGNS UNLIMITED, LLC
AUDREY GLUCK MARTIN, MANAGER LOT 5-9
2113 N. UNIVERSITY
100 BOX
EDINBURG, TEXAS 78539

THE HILLS HOMEOWNERS ASSOCIATION
AUDREY GLUCK MARTIN, SECRETARY/TREASURER
JEFFREY MOTTE
LOT 9
2101 NORTH BREEZE
EDINBURG, TEXAS 78539

THE STATE OF TEXAS)
COUNTY OF HIDALGO)
COUNTY OF MCALLEN)

THIS PLAT, REPLAT OF LOTS 5-9 OUT OF THE HILLS SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERATION BY THE DELTA LAKE IRRIGATION DISTRICT OF MCALLEY AND HIDALGO COUNTY, TEXAS AND IS HEREBY APPROVED BY SAID DISTRICT, "ALL RIGHTS, RULES AND REGULATIONS OF THE DELTA LAKE IRRIGATION DISTRICT EXISTING PRIOR TO THE SUBMISSION OF THIS PLAT ARE NOT ABROGATED BY THE SUBSEQUENT APPROVAL OF THIS PLAT BY SAID DISTRICT, NOTWITHSTANDING ANY PROVISION OR NOTATION OTHERWISE IN THIS PLAT." (THIS SAID DISTRICT, NOTWITHSTANDING ANY PROVISION OR NOTATION OTHERWISE IN THIS PLAT, THAT ALL RIGHTS, RULES OR REGULATIONS OF THE DISTRICT ARE INTENDED BY PROVISIONS WILL BE APPLICABLE) ANY RIGHTS, RULES OR REGULATIONS OF THE DELTA LAKE IRRIGATION DISTRICT ARE INTENDED BY THE DISTRICT TO BE ABROGATED DELTA LAKE IRRIGATION DISTRICT WILL NOT ALLOW ANY STRUCTURES 15' FROM THE CENTER LINE OF A DITCH OR 25 FROM THE TOP SIDE EDGE OF ANY MAIN OR LATERAL CANAL OR DRAINAGE DITCH, AND THAT NO FENCING BE WILL INSTALLED OR REMAIN ON ANY DISTRICTS EASEMENT OR RIGHT-OF-WAY ANY FAILURE TO RECORD THIS PLAT IN THE OFFICE OF THE COUNTY CLERKS OFFICE ON MCALLEY OR HIDALGO COUNTY WITHIN ONE YEAR AFTER THIS DATE SHALL CAUSE THIS APPROVAL TO BECOME VOID.

GIVEN UNDER BY HAND AND SEAL OF OFFICE THIS 22nd DAY OF October AD 2014

APPROVED BY _____
DELTA LAKE IRRIGATION DISTRICT

ATTEST BY _____
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 RECEIVED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE ADEQUATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND HIS ENGINEER TO MAKE THOSE DETERMINATIONS

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

GENERAL PLAT NOTES & RESTRICTIONS

1. ZONE "A -UNSHADED" AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN. INSURANCE RATE MAP COMMUNITY-PANEL NO. 480334 0335 D MAP REVISED: JUNE 6, 2000 FURTHER REVISED MAY 17, 2005 TO REFLECT LOMR.
2. SETBACKS
   FRONT: 25 FEET, LOT 7 225 FEET
   REAR: 20 FEET
   SIDE INTERIOR: 6 FEET
3. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
   NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT 1-9 M.S.T. BE NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT 1-9 M.S.T. BE STIPULATED & ALL DEEDS AND CONTRACTS FOR DEEDS APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT THERE SHALL BE NO OTHER USE THAN RESIDENTIAL
4. MINIMUM FINISH FLOOR NOTE:
   MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE TOP OF CROWN OF ROAD, MEASURED AT FRONT CENTER OF LOT.
5. BENCHMARK NOTE: THE FOLLOWING BENCHMARKS ARE CERTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS
   BM NO 1 - PAIL ROAD SPIKE AT THE INTERSECTION OF MILE 19 ROAD AND BRUSHLINE ROAD, USED 1990 MAP ELEVATION=76.00 DATUM USGS NGVD
   B.M. NO. 2 - MAG MONUMENT SET IN CONCRETE AT THE SOUTHEAST CORNER OF LOT 3 OF THIS SUBDIVISION ELEV. 82.09 N 16649283.697 E 1128515.156
6. DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPER WILL BE REQUIRED TO DETAIN A TOTAL OF 2.196 EVERG FEET OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS (SEE DRAINAGE STATEMENT SHEET 2 OF 2)
7. ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SERVICE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
   A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY.
   B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
   C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
   D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXPERTS 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 ABSORPTION DRAIN FIELD SYSTEM.
   E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED PRIOR TO INDIVIDUAL LOT PLANNING WATER AND PRIOR TO OCCUPYING THE LOT.
8. THERE ARE NO VISIBLE WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION
9. DESIGNS UNLIMITED L.L.C., THE OWNER & SUBDIVIDER OF REPLAT OF LOTS 5-9, THE HILLS 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.
10. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHRUBS, TREES AND OTHER PLANTINGS (EXCEPT FOR LESS THAN 18 INCHES MATURE BUILDINGS, SHRUBS, TREES AND OTHER PLANTINGS (EXCEPT FOR LESS THAN 18 INCHES MATURE DIAMETER, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
11. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
12. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY RURAL SUBDIVISION RULES
13. THE HOMEOWNERS ASSOCIATION AND/OR EVERY LOT OWNER SHALL HOLD THE COUNTY OF HIDALGO, TEXAS HARMLESS AND INDEMNITY SAID COUNTY FROM ANY AND ALL CLAIMS RELATING TO THE EXPANSION OR INCREASEMENTS OF THE PRIVATE STREETS. THE LOT OWNERS SHALL BE RESPONSIBLE FOR THE COSTS TO MAINTAIN THE PRIVATE STREETS, PRIVATE SIDEWALKS AND PRIVATE STREET LIGHTS ANY REQUEST FOR DEDICATION OF THE ESTATE ROADS TO PUBLIC USE IF APPROVED SHALL ENSURE CONSTRUCTION SPECIFICATION TO MEET COUNTY REQUIREMENTS

STATE OF TEXAS
COUNTY OF HIDALGO

THE UNDERSIGNED OWNERS OF THE LAND SHOWN ON THIS PLAT DESIGNATED HEREIN AS REPLAT OF LOTS 5-9, THE HILLS SUBDIVISION HEREBY DEDICATE

1. TO THE AGENTS AND EMPLOYEES OF ANY GOVERNMENTAL ENTITY HAVING JURISDICTION OVER THIS SUBDIVISION, EMPLOYEES OF UTILITIES SERVING THE SUBDIVISION AND RESIDENTS OF THE SUBDIVISION AND THEIR GUESTS, AN EASEMENT OVER ALL STREETS AND EASEMENTS AREA DEDICATED, HOWEVER THAT OWNERSHIP AND MAINTENANCE OF ALL SUCH AREAS SHALL REMAIN WITH AND BE THE RESPONSIBILITY OF THE "THE HILLS HOMEOWNERS ASSOCIATION."
2. TO NORTH ALAMO WATER SUPPLY CORPORATION, ITS SUCCESSORS AND ASSIGNS, AN EXCLUSIVE (EXCEPT WHERE IT CO-EXISTS WITH OTHER UTILITY EASEMENTS AS SHOWN HEREON) EASEMENT 15 FEET IN WIDTH, RUNNING GENERALLY, ADJACENT TO THE COUNTY ROADS AND ADJACENT TO THE NORTH RIGHT OF WAY LINE OF MILE 19 ROAD AND ADJACENT TO SAID LOT ALL OUT OF THE HILLS SUBDIVISION AS RECORDED IN VOLUME 32, PAGE 95, H.C.M.R. AND WITHIN THE RIGHT OF WAY OF THE HILLS DRIVE AS DEPICTED ON THIS PLAT, TOGETHER WITH THE RIGHT TO CROSS THE DRIVE RIGHT OF WAY TO THE SOUTH OR SOUTHERLY SIDE OF THE DRIVE AT ANY POINT TO CROSS THE DRIVE RIGHT OF WAY TO THE SOUTH OR SOUTHERLY SIDE OF THE DRIVE AT ANY POINT TO CROSS THE DRIVE RIGHT OF WAY TO THE NORTH OR NORTHERLY SIDE OF THE DRIVE AT ANY POINT TO CROSS THE DRIVE RIGHT OF WAY TO THE SOUTH OR SOUTHERLY SIDE OF THE DRIVE, ALL FOR THE PURPOSE OF CONSTRUCTING, LOCATIONS AS NEEDED AND AS SHOWN ON THE UTILITY PLAN, ALL FOR THE PURPOSE OF CONSTRUCTING, INSTALLING AND LAYING AND THEREAFTER USING, OPERATING, INSPECTING, REPAIRING, MAINTAINING, REPLACING AND REMOVING WATER AND SANITARY SEWER PIPE LINES AND ASSOCIATED APPURTENANCES.
3. TO NORTH ALAMO WATER SUPPLY CORPORATION, ITS SUCCESSORS AND ASSIGNS, AND ADDITIONAL EASEMENT IN THE EVENT OF THE NECESSITY OF LATERALLY RELOCATING ANY LINE HEREIN INSTALLED AS THE RESULT OF THE WIDENING OR RELOCATION OF ANY PUBLIC ROAD SHOWN HEREON, LIMITED TO 15 FEET IN WIDTH, THE CENTER THEREOF BEING THE LINE(S) AS RELOCATED
4. TO MAGIC VALLEY ELECTRIC COOPERATIVE INC, ITS SUCCESSORS AND ASSIGNS, AN EASEMENT, 10 FEET IN WIDTH, RUNNING GENERALLY ALONG THE SOUTH RIGHT OF WAY LINE OF THE HILLS DRIVE TOGETHER WITH THE RIGHT TO CROSS THE DRIVE RIGHT OF WAY TO THE NORTH OR NORTHERLY SIDE OF THE DRIVE AT ANY POINT TO CROSS THE DRIVE RIGHT OF WAY TO THE SOUTH OR SOUTHERLY SIDE OF THE DRIVE AT ANY POINT TO CROSS THE DRIVE RIGHT OF WAY TO THE NORTH OR NORTHERLY SIDE OF THE DRIVE AT ANY POINT TO CROSS THE DRIVE RIGHT OF WAY TO THE SOUTH OR SOUTHERLY SIDE OF THE DRIVE, ALL FOR THE PURPOSE OF CONSTRUCTING, LOCATIONS AS NEEDED AND AS SHOWN ON THE UTILITY PLAN, ALL FOR THE PURPOSE OF CONSTRUCTING, INSTALLING AND LAYING AND THEREAFTER USING, OPERATING, INSPECTING, REPAIRING, MAINTAINING, REPLACING AND REMOVING UNDERGROUND ELECTRIC LINES/CABLES AND ASSOCIATED APPURTENANCES, AND
5. TO AT&T TELEPHONE COMPANY, ITS SUCCESSORS AND ASSIGNS, OR ANY OTHER ENTITY PROVIDING TELEPHONE SERVICE TO THE SUBDIVISION, AN EASEMENT OVER THE SOUTH 11 FEET OF THE RIGHT OF WAY LINE FOR THE HILLS DRIVE, AS SHOWN ON THE PLAT, TOGETHER WITH THE RIGHT TO CROSS THE RIGHT OF WAY TO THE NORTH OR THE SOUTH AT THE SITES INDICATED ON THE PLAT, ALL FOR THE PURPOSE OF CONSTRUCTING, INSTALLING AND LAYING AND THEREAFTER USING, OPERATING, INSPECTING, REPAIRING, MAINTAINING, REPLACING AND REMOVING UNDERGROUND ELECTRIC LINES/CABLES AND ASSOCIATED APPURTENANCES

DESIGNS UNLIMITED, L.L.C.
AUDREY GLUCK MARTIN, MANAGER LOTS 5-9
2113 N. UNIVERSITY
100 BOX
EDINBURG, TEXAS 78539

JEFFREY MOTTE
LOT 9
2101 NORTH BREEZE
EDINBURG, TEXAS 78539

THE HILLS HOMEOWNERS ASSOCIATION
AUDREY GLUCK MARTIN, SECRETARY, TREASURER

THIS REPLAT OF LOTS 5-9 HAS BEEN APPROVED BY THE BOARD OF DIRECTORS OF THE VALLEY LAND FUND CONSERVATION EASEMENT HOLDER ON THE COMMON AREA OF THE HILLS SUBDIVISION

BY: DENNIS EDMISON BOARD PRESIDENT

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED AUDREY GLUCK MARTIN PROVED TO ME THROUGH HER TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVERS LICENSE TO BE THE PERSON WHOSE 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 8th DAY OF October, 2014.

NOTARY PUBLIC, STATE OF, TEXAS
MY COMMISSION EXPIRES

LYDIA FLORES
Notary Public
STATE OF TEXAS
My Comm. Exp. May 8, 2016

STATE OF TEXAS
COUNTY OF HIDALGO

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 8 DAY OF October, 2014.

NOTARY PUBLIC, STATE OF, TEXAS
MY COMMISSION EXPIRES

STATE OF TEXAS
COUNTY OF HIDALGO

I, FRED L. HURTH A REGISTERED PROFESSIONAL LAND SURVEYOR AND LICENSED PROFESSIONAL ENGINEER IN TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF THE THE REPLAT OF LOTS 5-9 OUT OF THE HILLS SUBDIVISION
WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON 8-5-14 AND THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION

FRED L. HURTH, PE # 54151 RPLS # 4750
DATE SURVEYED 8-5-14
DATE PREPARED 8-6-14
T-975 PG JOB No 14079 CO

FRED L. HURTH
54151
LICENSED
PROFESSIONAL
ENGINEER

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

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF REPLAT OF LOTS 5-9 THE HILLS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____ DATE _____

HIDALGO COUNTY JUDGE _____ DATE _____

ATTEST: _____ DATE _____
HIDALGO COUNTY CLERK

THE COUNTY OF HIDALGO TEXAS

I HEREBY CERTIFY FOR HIDALGO COUNTY ARTURO GUAJARDO, JR. HIDALGO COUNTY CLERK

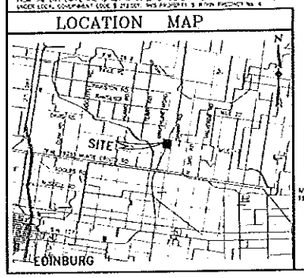
ON _____ AT _____ AM/PM

INSTRUMENT NUMBER _____

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

LOCATION MAP



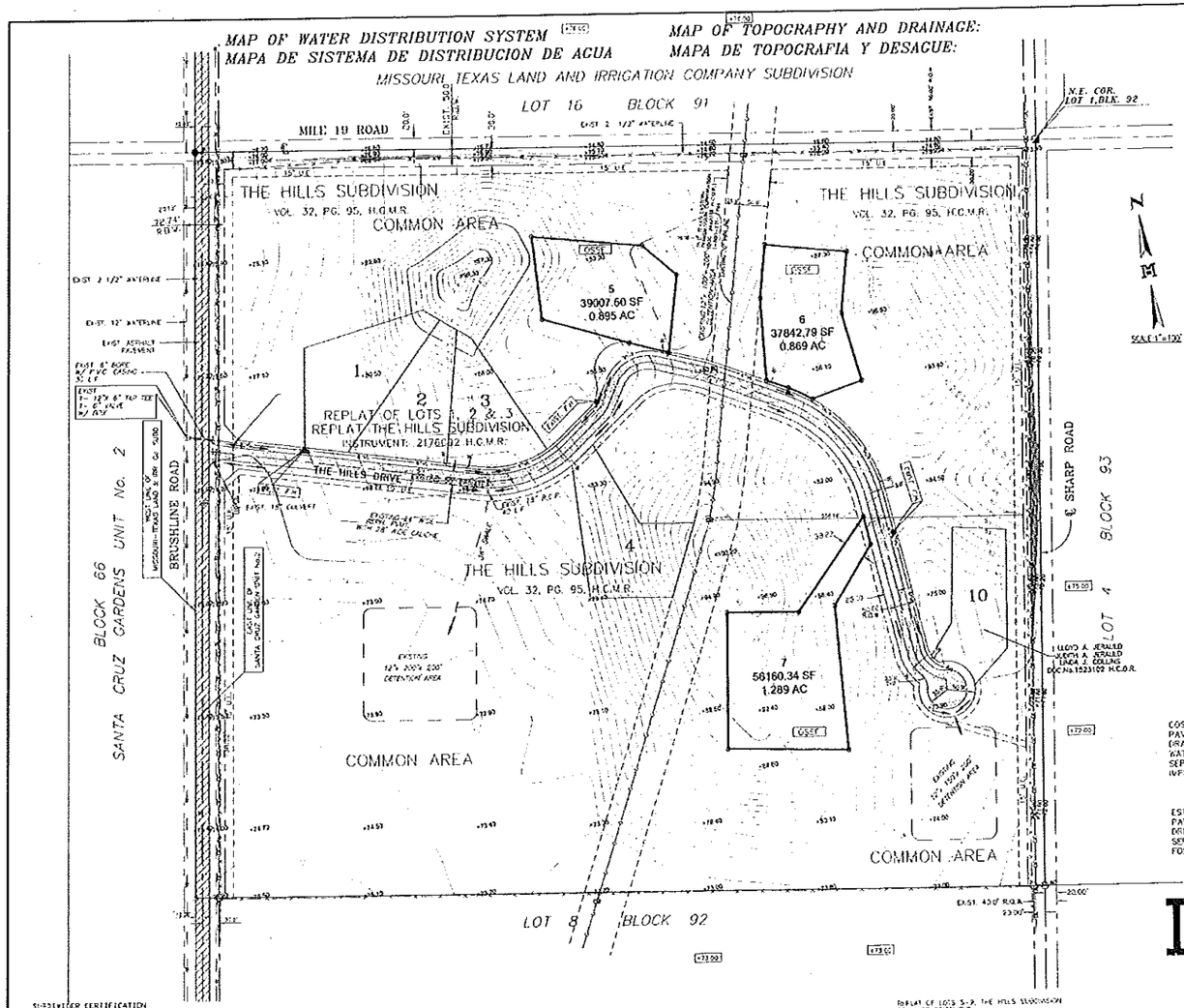
DRAWN BY: DBS DATE: 10-4-14
REVISION, CHECKED: DATE:
SURVEYED, CHECKED: DATE: 10-7-14
FINAL CHECK: DATE: 10-9-14

MELDEN & HUNT, INC.
TEXAS REGIST. F-3439

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 N. MCINTYRE ST. (956) 381-0981
EDINBURG, TX. 78541 FAX (956) 381-1839
217 N. 3RD ST. ST. (956) 487-5606
RIO GRANDE CITY, TX. 78582 FAX (956) 487-8776
E-MAIL: mail@meldenhunt.com FIRM NO. F-3439

PRINCIPAL CONTACTS:

NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER/ AUDREY MARTIN	2113 N. UNIVERSITY, 100 BOX	EDINBURG, TX. 78539	(956) 381-1254	
ENGINEER: FRED L. HURTH, P.E.	115 N. MCINTYRE	EDINBURG, TX. 78541	(956) 381-0981	(956) 381-1839
SURVEYOR: FRED L. HURTH, R.P.S.	115 N. MCINTYRE	EDINBURG, TX. 78541	(956) 381-0981	(956) 381-1839



COST ESTIMATE:

PAVING IMPROVEMENTS:	$ 00,000.00
DRAINAGE IMPROVEMENTS:	$ 00,000.00
WATER DISTRIBUTION:	$ 00,000.00
SEPTIC TANKS IMPROVEMENTS / OSSF:	$ 3,000.00

ESTIMACION DE COSTOS:

PAVIMENTACION DE CALLES:	$ 00,000.00
DRENAJE PLUVIAL:	$ 00,000.00
SERVICIO DE AGUA POTABLE:	$ 00,000.00
FOSAS DE DRENAJE SANITARIO	$ 3,000.00

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 E. MONTE 237 N. FM 3167
EDINBURG, TX 78541 MERCEDES, TX 78570
PH. (956) 381-0981 PH. (956) 565-6056
FAX (956) 381-1839 FAX (956) 565-0532
ESTABLISHED 1947 www.meldenhunt.com

SUBDIVIDER CERTIFICATION

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

SUBDIVIDER STATEMENT:

I DECISIONS UNLIMITED L.L.C. SUBDIVIDER OF REPLAT OF LOTS 5-9 THE HILLS SUBDIVISION, HEREBY CERTIFY SEPTIC PERMITS ARE REQUIRED PRIOR TO BUILDING ON ANY LOT AND THAT AN ASSURANCE EXISTING WATER SERVICE 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

Audrey Glock Martin, Mgr. — Jeffrey Monts
AUDREY GLOCK MARTIN, MANAGER — DATE — LOT 9

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED AUDREY GLOCK MARTIN 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 8th DAY OF October 20 14

Lydia Flores
NOTARY PUBLIC
MY COMMISSION EXPIRES 06/30/2018

LYDIA FLORES
Notary Public
STATE OF TEXAS
My Comm. Exp. June 30, 2018

REPLAT OF LOTS 5-9, THE HILLS SUBDIVISION
DRAINAGE STATEMENT

REPLAT OF LOTS 5-9, THE HILLS SUBDIVISION IS A 3.704 ACRES TRACT OF LAND BEING ALL OF LOTS 5-9, THE HILLS SUBDIVISION AS RECORDED IN VOL. 32, PG. 95, H.C.M.R. THIS SUBDIVISION CONSISTS OF 5 LOTS. THE TRACT IS CURRENTLY UNDEVELOPED LAND WITH A PROPOSED LAND USE OF SINGLE FAMILY HOME. THE PROPERTY IS LOCATED IN ZONE "X" (UNSHADED AREA), AS DEFINED BY FLOOD CERTIFICATES TO BE OUTSIDE 500-YEAR FLOODPLAIN OR FEMA'S FLOOD INSURANCE RATE MAP, (F.I.R.M.) COMMUNITY PANEL NO. 480334 0125 E MAP REVISED JUNE 6, 2000 FURTHER REVISED MAY 17, 2001 TO REFLECT LEVEE CONFIGURATION

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
301 E. State Street
Pharr, Texas 78577
Phone (956) 318-2840
Fax (956) 318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

TO: JUDGE RAMON GARCIA
COUNTY COMMISSIONER'S COURT

FROM: RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR

DATE: NOVEMBER 19, 2014

RE: LOS NOVILLOS SUBDIVISION – PCT. 4

ON OCTOBER 11, 2005, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH A CASH DEPOSIT FOR THE ABOVE REFERENCED SUBDIVISION. THE CASH DEPOSIT WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF THIRTY EIGHT (38) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF $1,000.00 DOLLARS FROM THE CASH DEPOSIT. THIS REFLECTS THE INSTALLATION OF ONE (1) ADDITIONAL SEPTIC TANK SYSTEM. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT TEN (10) SEPTIC TANK SYSTEMS HAVE BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO A REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF $1,000.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$ 38,000.00
REIMBURSEMENTS	$ 9,000.00
8TH REIMBURSEMENT	$ 1,000.00
BALANCE REMAINING	$ 28,000.00

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
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HIDALGO COUNTY PLANNING DEPARTMENT

Official Receipt for Fees

№ 055570

Sept. 27, 2005

RECEIVED OF: KCJC Real Estate Partnership $ 38,000.00

Thirty Eight Thousand and 00/100 DOLLARS

SUBDIVISION: Los Novillos DEVELOPER Jose L. Lerma

COST OF PAVING _____ COST OF DRAINAGE _____ PCT. _____

FLOODPLAIN ADM. 1100-341-30-210-002-0-000		
Other		
Total		

SUBDIVISION FEES 1100-341-30-210-001 0-000		
Filing/Review Fee		
2% Inspection Fee		
Maps		
Subd. Rules Book		
Other		
Total		

ESCROWS	
1/3 Paving	Acct#
Septic Tanks	05-1100-211-00-000-018-0-000
38 Tanks	38,000.00
Other	
Total	38,000.00

M.O. ☐ ☐

CHECK ☑ 1038 CASH ☐

Yolanda D. Cavazos
PREPARED BY:

Auditor's Form – ECPD 0001. Rev. 6-04



Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

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HEALTH DEPARTMENT
COUNTY OF HIDALGO

November 10th,2014
Hidalgo County Planning Department
Mr. Raul E. Sesin
1304 S. 25th St.
Edinburg, TX 78539

RE: LOS NOVILLOS SUBDIVISION

Dear Mr. Sesin:

According to our records, **10** of **38** lots in **LOS NOVILLOS SUBDIVISION** have a septic tank systems installed and can be expected to function properly, **LOS NOVILLOS SUBDIVISION** is located on Hwy 281.and Flora St. Edinburg, Tx.

Sincerely,

Ruben Hernandez
Environmental Health
Health Inspector II

1304 S. 25th Edinburg, TX 78539 (956) 383-6221 Fax (956) 383-8864

Hidalgo County
Planning
Department

Raul E. Sesin, PE, CFM
Planning Administrator

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Fax (956) 205-7049

MEMORANDUM

To: **JUDGE RAMON GARCIA**
COUNTY COMMISSIONER'S COURT

From: **RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR**

Date: **NOVEMBER 19, 2014**

Re: **LAS ESTRELLAS NO. 1 SUBDIVISION – PCT. 3**

ON DECEMBER 20, 2011, THE HIDALGO COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE FOR THE ABOVE REFERENCED SUBDIVISION. THE CASH DEPOSIT IN THE AMOUNT OF THIRTY NINE THOUSAND DOLLARS ($39,000.00) WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF TWENTY SIX (26) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF $4,500.00 FROM THE CASH DEPOSIT. THIS REFLECTS THE INSTALLATION OF THREE (3) ADDITIONAL SEPTIC TANK SYSTEMS. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT NINETEEN (19) SEPTIC TANKS HAVE BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF $4,500.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$39,000.00
1ST REIMBURSEMENT	$13,500.00
2ND REIMBURSEMENT	$ 3,000.00
3RD REIMBURSEMENT	$ 1,500.00
4TH REIMBURSEMENT	$ 6,000.00
5TH REIMBURSEMENT	$ 4,500.00
BALANCE REMAINING	$10,500.00

*** * * END OF MEMORANDUM * * ***

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
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Fax (956) 318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

HIDALGO COUNTY PLANNING DEPARTMENT

Date Feb. 29 20 12

Received of: CWL Limited $ 39,000.00

Thirty nine thousand and 00/100 Dollars

Subdivision: Las Estrellas No 1

Cash _____ Check # 0119711 M.O. # _____

Received by: Ana L. Castillo

○ UTILITY CERTIFICATE REVIEW FEE	
Acct # - 1100-341-30-210-003-0-000	
Permit No.	
TOTAL	
○ SUBDIVISION FEES	
Acct # - 1100-341-30-210-003-0-000	
Filing/Review Fee	
2% Inpsection Fee	
Maps	
Subd. Rules Book	
Other	
TOTAL	
○ ESCROW	
Acct # - 1100-341-30-210-003-0-000	
1/3 Paving	
Septic Tank -	39,000.00
Other	
TOTAL	39,000.00

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2 & 4
RECEIPT
Nº 66047 - 2/4

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

COUNTY AUDITOR'S FORM RE-PD-0001

Z6GT4982 01 /7

0119711

Border Capital Bank MEMBER FDIC
Post Office Box 5555
McAllen, Texas 78502-5555

CWL LIMITED
REMITTER

DATE 02/27/12 88-1161/1149

PAY TO THE ORDER OF HIDALGO COUNTY $ ***39,000.00***

THIRTY NINE THOUSAND and 00/100***USDollars

CASHIER'S CHECK

TWO SIGNATURES REQUIRED $100,000.00 AND OVER

FOR INQUIRIES CALL 956-682-2265

Re: Las Estrellas I-Septic Cash Escrow

AUTHORIZED SIGNATURE

Details on Back. Security Features Included

⑈0119711⑈ ⑆114911616⑆ ⑈99 0010 ⑈

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
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Fax (956) 973-7850

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Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

HEALTH DEPARTMENT
COUNTY OF HIDALGO

November, 18th 2014

Hidalgo County Planning Department
Mr. Raul E. Sesin
1304 S. 25th St.
Edinburg, TX 78539

RE: LAS ESTRELLAS SUBDIVISION PH -1

Dear Mr. Sesin:

According to our records, **19** of **26 lots** in **LAS ESTRELLAS SUBDIVISION PH-1** have a septic tank systems installed and can be expected to function properly, **LAS ESTRELLAS SUBDIVISION PH-1** is located on Mile 5 and Minnesota .in Mission Tx.

Sincerely,

Ruben Hernandez
Environmental Health Inspector II

1304 S. 25th Edinbuirg, TX 78539 (956) 383-6221 Fax (956) 383-8864

Hidalgo County
Planning
Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
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Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

MEMORANDUM

To: **JUDGE RAMON GARCIA**
COUNTY COMMISSIONER'S COURT

From: **RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR**

Date: **NOVEMBER 19, 2014**

Re: **LAS ESTRELLAS NO. 4 SUBDIVISION – PCT. 3**

ON APRIL 9, 2013, THE HIDALGO COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE FOR THE ABOVE REFERENCED SUBDIVISION. A CASH DEPOSIT IN THE AMOUNT OF SEVENTY EIGHT THOUSAND DOLLARS ($78,000.00) WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF FIFTY TWO (52) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF $3,000.00 FROM THE CASH DEPOSIT. THIS REFLECTS THE INSTALLATION OF TWO (2) SEPTIC TANK SYSTEMS. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT THIRTY SIX (36) SEPTIC TANKS HAVE BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF $10,500.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$78,000.00
1ST REIMBURSEMENT	$40,500.00
2ND REIMBURSEMENT	$10,500.00
3RD REIMBURSEMENT	$ 3,000.00
BALANCE REMAINING	$24,000.00

*** * * END OF MEMORANDUM * * ***

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

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301 E. State Street
Pharr, Texas 78577
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Fax (956) 318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

HIDALGO COUNTY PLANNING DEPARTMENT

Date March 22 20 13

○ UTILITY CERTIFICATE REVIEW FEE
Acct # - 1100-341-30-210-003-0-000
Permit No. _____
TOTAL

○ SUBDIVISION FEES
Acct # - 1100-341-30-210-003-0-000
Filing/Review Fee _____
2% Inpsection Fee _____
Maps _____
Subd. Rules Book _____
Other _____
TOTAL

○ ESCROW
Acct # - 1100-341-30-210-003-0-000
1/3 Paving _____
Septic Tank (52) 78,000.00
Other _____
TOTAL 78,000.00

Received of: CWL Limited $ 78,000.00
Seventy eight Thousand and 00/100 — *Dollars*
Subdivision: Las Estrellas PH IV
Cash — Check # — M.O. # 0121796
Received by: [illegible]

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2 & 4
RECEIPT
Nº [illegible] - 2/4

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

COUNTY AUDITOR'S FORM RE-PD-0001

Z6GT4982 01 /8

0121796

Border Capital Bank MEMBER FDIC
Post Office Box 5555
McAllen, Texas 78502-5555

CWL LIMITED
LAS ESTRELLAS IV 52 SEPTIC RESERVATIOI
REMITTER

88-1161/1149

DATE 03/22/13

PAY TO THE ORDER OF HIDALGO COUNTY .00 $ ***78,000.00***

SEVENTY EIGHT THOUSAND and 00/100*USDollars

ISSUER

CASHIER'S CHECK

TWO SIGNATURES REQUIRED $100,000.00 AND OVER

FOR INQUIRIES CALL 956-682-2265

Adam Moreno, VP
AUTHORIZED SIGNATURE

⑈0121796⑈ ⑆113191616⑆ ⑈99 0010 ⑈

Details on Back. Security Features Included

Visit Hidalgo County Planning Department on the web at www.co.hidalgo.tx.us

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

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Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

HEALTH DEPARTMENT
COUNTY OF HIDALGO

November 18th 2014

Hidalgo County Planning Department
Mr. Raul E. Sesin
1304 S. 25th St.
Edinburg, TX 78539

RE: LAS ESTRELLAS SUBDIVISION PH -4

Dear Mr. Sesin:

According to our records, **36** of **52 lots** in **LAS ESTRELLAS SUBDIVISION PH-4** have a septic tank systems installed and can be expected to function properly, **LAS ESTRELLAS SUBDIVISION PH-4** is located on Mile 5 and Minnesota .in Mission Tx.

Sincerely,

Ruben Hernandez
Environmental Health Inspector II

1304 S. 25th Edinburg, TX 78539 (956) 383-6221 Fax (956) 383-8864

Hidalgo County
Planning
Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
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Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

MEMORANDUM

To: **JUDGE RAMON GARCIA**
COUNTY COMMISSIONER'S COURT

From: **RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR**

Date: **NOVEMBER 19, 2014**

Re: **RANCHITOS ESCONDIDOS PHASE I – PCT. 4**

ON FEBRUARY 11, 2014, THE HIDALGO COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE FOR THE ABOVE REFERENCED SUBDIVISION. THE CASH DEPOSIT IN THE AMOUNT OF SEVENTY TWO THOUSAND DOLLARS ($72,000.00) WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF FORTY EIGHT (48) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF $6,000.00 FROM THE CASH DEPOSIT. THIS REFLECTS THE INSTALLATION OF FOUR (4) SEPTIC TANK SYSTEMS. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT FOUR (4) SEPTIC TANKS HAVE BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF $6,000.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$72,000.00
1ST REIMBURSEMENT	$ 6,000.00
BALANCE REMAINING	$66,000.00

*** * * END OF MEMORANDUM * * ***

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
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2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

HIDALGO COUNTY PLANNING DEPARTMENT

Date Jan 6 20 14

Received of: CWL Limited $ 72,000.00

Seventy two thousand and 00/100 Dollars

Subdivision: Ranchitos Escondido Ph 1

Cash ____ Check # 1254 M.O. # ____

Received by: Yolanda Castillo

○ UTILITY CERTIFICATE REVIEW FEE	
Acct # - 1100-341-30-210-003-0-000	
Permit No.	
TOTAL	
○ SUBDIVISION FEES	
Acct # - 1100-341-30-210-003-0-000	
Filing/Review Fee	
2% Inspection Fee	
Maps	
Subd. Rules Book	
Other	
TOTAL	
○ ESCROW	
Acct # - 1100-341-30-210-003-0-000	
1/3 Paving	
Septic Tank - Yolanda	72,000.00
Other	
TOTAL	72,000.00

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2 & 4
RECEIPT
Nº 63297 - 2/4

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

COUNTY AUDITOR'S FORM RE-PD-0001

TXOL# 14344449

1254

CWL LIMITED
PO BOX 118
EDINBURG, TX 78540
956-383-7032

TEXAS REGIONAL BANK 88-1161/1149
PO BOX 5555
MCALLEN, TX 78502-5555
956-682-2265

DATE 12/23/2013

PAY Hidalgo County $ **72,000.00

SEVENTY-TWO-THOUSAND AND 00/100********** DOLLARS

TO THE ORDER OF Hidalgo County

CWL LIMITED By: THREE LLC, It's General Partner

Memo Septic Tank Escrow -Ranchitos Escon. Phl

Security features. Details on back.

⑈1254⑈ ⑆114917335⑆ ⑈0030236⑈

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
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Fax (956) 318-2844

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Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

HEALTH DEPARTMENT
COUNTY OF HIDALGO

November 18th, 2014
Hidalgo County Planning Department
Mr. Raul E. Sesin
1304 S. 25th St.
Edinburg, TX 78539

RE: Ranchitos Escondidos Ph-1

Dear Mr. Sesin:

According to our records, **4** of **48** lots in **Ranchitos Escondidos Ph-1**have a septic tank systems installed and can be expected to function properly**, Ranchitos Escondidos Ph-1** is located on Kenyon Rd.and FM 2812 Rd. Edinburg , Tx.

Sincerely,

Ruben Hernandez
Health Inspector II

1304 S. 25th Edinburg, TX 78539 (956) 383-6221 Fax (956) 383-8864

AI-47438 **HIDTA - Task Force 17. A.**

CC - REGULAR

Meeting Date: 12/02/2014

Submitted For: Rene Guerra, Criminal District Attorney **Submitted By:** Nelda Olivarez, HIDTA

Department: HIDTA

Information

CAPTION

HIDTA Chapter 59 (1251):
Approval of 2014 appropriation of funds in the amount of $30,000.00 for HIDTA Chapter 59 funds.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1251-412-00-270-011-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 11/26/14.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/14/2014 04:52 PM
Obdett Calzada	Obdett Calzada	11/26/2014 10:32 AM
Purchasing Department	Monica Badillo	11/26/2014 05:14 PM

Form Started By: Nelda Olivarez Started On: 11/14/2014 02:53 PM

Final Approval Date: 11/26/2014

DATE: December 6, 2013

DEPARTMENT HEAD: Rene Guerra,Criminal District Attorney

DEPARTMENT NAME: HIDTA Task Force

ACCOUNT NUMBER: Expenditure - 1251-412-00-270-011-0-xxx **(Chapter 59 Asset Forfeiture Funds)**

SUBJECT: Budget Amendments (Increases) in Accordance with V.A.C.S., Articles 689a-11,1666a and 1666b

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with V.A.C.S., Pursuant to Article 689a-11, 1666a, 1666b:

INCREASE OBJECT NUMBER(S)		ACCOUNT (OBJECT) NAME		INCREASE (DECREASE)
4-1251-412-00-270-011-0-	113	Reg F/T Employees	$	23,700.00
4-1251-412-00-270-011-0	115	Longevity pay		100.00
4-1251-412-00-270-011-0	211	Health Insurance		2,825.00
4-1251-412-00-270-011-0	212	Life Insurance		60.00
4-1251-412-00-270-011-0	220	FICA		1,820.00
4-1251-412-00-270-011-0	230	Retirement		6,745.00
4-1251-412-00-270-011-0	250	Unemployment Compensation		150.00
4-1251-412-00-270-011-0	260	Workers' Compensation		600.00
		TOTAL APPROPRIATIONS	**$**	**36,000.00**

There are no areas in my current budget to reduce in order to fund the above mentioned item(s).

APPROVED BY COMMISSIONER'S COURT

___/___/___ DATE

DEPARTMENT HEAD SIGNATURE

ATTEST BY COUNTY CLERK

AI-47577 **Budget and Management 18. A.**

CC - REGULAR

Meeting Date: 12/02/2014

Submitted By: Alvaro Chuc, AUDITOR'S OFFICE

Department: AUDITOR'S OFFICE

Information

CAPTION

1. Approval and acceptance of Order dated November 20, 2014 setting salary of Court Reporters for 2015.
2. Approval and acceptance of Order dated November 20, 2014 setting salary of County Auditor, Assistant County Auditors, and Budget of County Auditor for 2015.

BACKGROUND

Attachments

order

order- ct reporters

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/26/2014 10:27 AM
Purchasing Department	Monica Badillo	11/26/2014 05:14 PM

Form Started By: Alvaro Chuc Started On: 11/26/2014 09:02 AM

Final Approval Date: 11/26/2014

THE STATE OF TEXAS

COUNTY OF HIDALGO

ORDER SETTING SALARY OF COUNTY AUDITOR, ASSISTANT AUDITORS AND BUDGET OF THE COUNTY AUDITOR

PURSUANT TO AND IN ACCORDANCE WITH Section 152.905 of the Local Government Code, at 11:30 a.m. on the 20th day of November 2014 in the 139th District Court Courtroom, a PUBLIC HEARING was held on the matter of setting the salary of the County Auditor and Assistant County Auditors.

IT WAS VOTED THAT the salary of the County Auditor and Assistant Auditors be set effective January 01, 2015, as per Exhibit "A".

Also, the Budget of the County Auditor's Office was approved as submitted, as per Exhibit "B". The County Auditor may amend the budget listed in Exhibit "B" to transfer an amount budgeted for one item to another budgeted item.

THEREFORE, it is the Order of the District Courts of Hidalgo County, that the aforementioned salaries and budget be set, and it is Hereby set as of January 01, 2015.

IT IS FURTHER ORDERED that this Order be spread on the Minutes of each of the District Courts of Hidalgo County, Texas, and the District Clerk of Hidalgo County, Texas, furnish the Commissioner's Court of Hidalgo County, Texas, a certified copy of this Order.

Signed this 20th day of November 2014.

Jaime E. Tijerina, Judge
92nd Judicial District of Texas

Juan R. Partida, Judge
275th Judicial District of Texas

Rodolfo "Rudy" Delgado, Judge
93rd Judicial District of Texas

Mario E. Ramirez, Jr., Judge
332nd Judicial District of Texas

J.R. "Bobby" Flores, Judge
139th Judicial District of Texas

Noe Gonzalez, Judge
370th Judicial District of Texas

Rose Guerra Reyna, Judge
206th Judicial District of Texas

Leticia Lopez, Judge
389th Judicial District of Texas

Aida Salinas Flores, Judge
398th Judicial District of Texas

Israel Ramon, Jr., Judge
430th Judicial District of Texas

Jesse Contreras, Judge
449th Judicial District of Texas

EXHIBIT A

COUNTY AUDITOR AND ASSISTANT AUDITORS
2015 SALARY AND SUPPLEMENTS

POSITION	SALARY	LONGEVITY	SUPPLEMENT	AUTO ALLOWANCE	TOTAL COMPENSATION
County Auditor	$ 117,875.00	$ 540.00	$ 2,500.00	$ 8,000.00	$ 128,915.00
First Assistant Auditor	92,241.00	900.00	1,500.00	-	94,641.00
Director of Audit Division	75,700.00	1,140.00	2,500.00	-	79,340.00
Director of Accounting Division	75,700.00	900.00	-	-	76,600.00
Financial Accounting Supervisor	56,162.00	-	-	-	56,162.00
Compliance Audit Supervisor	60,092.00	600.00	-	-	60,692.00
Revenue Audit Supervisor	60,092.00	720.00	-	-	60,812.00
Accounts Payable Supervisor	60,092.00	1,500.00	-	-	61,592.00
Grants Accounting Supervisor	60,092.00	-	2,500.00	-	62,592.00
Accountant II	42,354.00	420.00	-	-	42,774.00
Internal Auditor II	42,354.00	360.00	1,500.00	-	44,214.00
System Support Specialist I	48,506.00	480.00	-	-	48,986.00
Internal Auditor I	38,222.00	-	-	-	38,222.00
Accountant III	53,822.00	780.00	-	-	54,602.00
Internal Auditor II	44,583.00	420.00	1,500.00	-	46,503.00
Internal Auditor I	39,560.00	300.00	-	-	39,860.00
Accountant I	38,222.00	-	-	-	38,222.00
Accountant I	38,222.00	-	-	-	38,222.00
Internal Auditor I	39,560.00	-	1,500.00	-	41,060.00
Internal Auditor II	38,222.00	-	-	-	38,222.00
Accountant II	40,898.00	-	1,500.00	-	42,398.00
Accountant II	42,354.00	420.00	1,500.00	-	44,274.00
Technician IV	39,560.00	-	-	-	39,560.00
Internal Auditor I	38,222.00	-	-	-	38,222.00
Accountant I	38,222.00	-	-	-	38,222.00
Administrative Assistant II	33,013.00	300.00	-	-	33,313.00
Internal Auditor I	38,222.00	-	-	-	38,222.00
Accounts Payable Specialist I	28,094.00	-	-	-	28,094.00
Accounts Payable Specialist II	28,094.00	-	-	-	28,094.00
Accounts Payable Specialist II	32,769.00	-	-	-	32,769.00
Accounts Payable Specialist I	28,094.00	-	-	-	28,094.00
Accountant II	40,898.00	-	-	-	40,898.00
Administrative Assistant II	33,996.00	1,680.00	-	-	35,676.00
Accounts Payable Specialist III	39,560.00	600.00	-	-	40,160.00
Accounts Payable Specialist II	35,064.00	480.00	-	-	35,544.00
Accounts Payable Specialist I	29,078.00	-	-	-	29,078.00
Administrative Assistant II	30,062.00	-	-	-	30,062.00
Accounts Payable Specialist I	28,094.00	-	-	-	28,094.00
Accounts Payable Specialist I	31,045.00	360.00	-	-	31,405.00
Accounts Payable Specialist I	26,689.00	-	-	-	26,689.00
Accountant II	47,703.00	540.00	-	-	48,243.00
Accountant II	40,898.00	-	-	-	40,898.00
Accounts Payable Specialist I	31,045.00	360.00	-	-	31,405.00
Accounts Payable Specialist I	28,094.00	-	-	-	28,094.00
Accounts Payable Specialist I	28,094.00	-	-	-	28,094.00
Accounts Payable Specialist I	28,094.00	-	-	-	28,094.00
Accountant I	38,222.00	-	-	-	38,222.00
TOTAL AUDITOR'S OFFICE	$ 2,045,851.00	$ 13,800.00	$ 16,500.00	$ 8,000.00	$ 2,084,151.00

EXHIBIT B

HIDALGO COUNTY AUDITOR'S OFFICE
2015 BUDGET

OBJECT CODE	OBJECT NAME	AMOUNT
111	CO AUDITOR-OFFICIALS	$ 117,875.00
113	CO AUDITOR-REG F/T EMPLOYEES	1,927,976.00
115	CO AUDITOR-LONGEVITY PAY	13,800.00
117	CO AUDITOR-SUPPLEMENTAL PAY	16,500.00
118	CO AUDITOR-AUTO ALLOWANCE	8,000.00
211	CO AUDITOR-HEALTH INSURANCE	278,616.00
212	CO AUDITOR-LIFE INSURANCE	1,765.32
220	CO AUDITOR-FICA	159,437.55
230	CO AUDITOR-RETIREMENT	221,545.25
250	CO AUDITOR-UNEMPLOYMENT COMP	12,504.91
260	CO AUDITOR-WORKERS COMP	4,376.72
336	CO AUDITOR-COMPUTER SERVICES	40,000.00
342	CO AUDITOR-INFO & CREDIT SERVICES	1,400.00
350	CO AUDITOR-OTHER SERVICES	900.00
431	CO AUDITOR-BLDG&OTHR STRUC R&M SRV	500.00
432	CO AUDITOR-EQUIP&VEH R&M SRV	1,500.00
442	CO AUDITOR-EQUIP & VEHICLE RENTALS	50.00
529	CO AUDITOR-SURETY & NOTARY BONDS	150.00
531	CO AUDITOR-TELEPHONE	4,000.00
532	CO AUDITOR-WIRELESS DEVICES	950.00
535	CO AUDITOR-POSTAGE	500.00
540	CO AUDITOR-ADVERTISING	5,000.00
550	CO AUDITOR-PRINTING & BINDING	1,500.00
581	CO AUDITOR-TRAVEL IN COUNTY	1,500.00
583	CO AUDITOR-TRAVEL OUT OF COUNTY	9,000.00
584	CO AUDITOR-REGISTRATION FEES	6,000.00
601	CO AUDITOR-OFFICE & COMPUTER SUPPLIES	20,000.00
607	CO AUDITOR-HOUSEHOLD & JANITORIAL SUPPLI	500.00
631	CO AUDITOR-BOTTLED WATER	800.00
640	CO AUDITOR-REFERENCE MATERIALS	3,000.00
665	CO AUDITOR-MINOR COMPUTER EQUIPMENT	6,000.00
667	CO AUDITOR-MINOR SOFTWARE	1,000.00
780	CO AUDITOR-CAPITAL LEASES	8,000.00
810	CO AUDITOR-DUES & MEMBERSHIPS	4,000.00
812	CO AUDITOR-SOFTWARE LICENSE RENEW	10,000.00
890	CO AUDITOR-OTHER	23,750.00
	TOTAL	$ 2,912,396.75
	SALARIES AND FRINGES	$ 2,762,396.75
	OPERATING EXPENSES	$ 150,000.00

THE STATE OF TEXAS

COUNTY OF HIDALGO

ORDER SETTING SALARY OF COURT REPORTERS OF THE RESPECTIVE COURTS OF HIDALGO COUNTY, TEXAS

PURSUANT TO AND IN ACCORDANCE WITH Section 152.905 of the Local Government Code, the Hidalgo County Board of Judges met at 11:30 a.m. on the 20th day of November 2014, in the 139th District Court Courtroom, for the purpose of holding a PUBLIC HEARING on the matter of setting the salary of the Court Reporters of the respective District Courts of Hidalgo County, Texas.

IT WAS VOTED THAT the salary of the Court Reporters of the respective District Courts of Hidalgo County, Texas, be set effective January 01, 2015, as per "Exhibit C".

THEREFORE, it is the Order of the District Courts of Hidalgo County, that the aforementioned salaries be set, and are Hereby set, as of January 01, 2015.

IT IS FURTHER ORDERED that this Order be spread on the Minutes of each of the District Courts of Hidalgo County, Texas, and the District Clerk of Hidalgo County, Texas, furnish the Commissioner's Court of Hidalgo County, Texas, a certified copy of this Order.

Signed this 20th day of November 2014, as follows:

Jaime E. Tijerina, Judge
92nd Judicial District of Texas

Juan R. Partida, Judge
275th Judicial District of Texas

Rodolfo "Rudy" Delgado, Judge
93rd Judicial District of Texas

Mario E. Ramirez, Jr., Judge
332nd Judicial District of Texas

J.R. "Bobby" Flores, Judge
139th Judicial District of Texas

Noe Gonzalez, Judge
370th Judicial District of Texas

Rose Guerra Reyna, Judge
206th Judicial District of Texas

Leticia Lopez, Judge
389th Judicial District of Texas

Aida Salinas Flores, Judge
398th Judicial District of Texas

Israel Ramon, Jr., Judge
430th Judicial District of Texas

Jesse Contreras, Judge
449th Judicial District of Texas

THE STATE OF TEXAS

COUNTY OF HIDALGO

ORDER SETTING SALARY OF COURT REPORTERS OF THE RESPECTIVE COURTS OF HIDALGO COUNTY, TEXAS

PURSUANT TO AND IN ACCORDANCE WITH Section 152.905 of the Local Government Code, the Hidalgo County Board of Judges met at 11:30 a.m. on the 20th day of November 2014, in the 139th District Court Courtroom for the purpose of holding a PUBLIC HEARING on the matter of setting the salary of the Court Reporters of the respective County Courts at Law of Hidalgo County, Texas.

IT WAS VOTED THAT the salary of the Court Reporters of the respective County Courts at Law of Hidalgo County, Texas, be set effective January 01, 2015, as per "Exhibit C".

THEREFORE, it is the Order of the County Courts at Law of Hidalgo County, that the aforementioned salaries be set, and are Hereby set, as of January 01, 2015:

IT IS FURTHER ORDERED that this Order be spread on the Minutes of each of the County Courts at Law of Hidalgo County, Texas, and the District Clerk of Hidalgo County, Texas, furnish the Commissioner's Court of Hidalgo County, Texas, a certified copy of this Order.

Signed this 20th day of November 2014 as follows:

Rodolfo Gonzalez, Judge
County Court at Law No. 1

Jaime J. Palacios, Judge
County Court at Law No. 2

Homero Garza, Judge
Probate Court of Hidalgo County

Fred Garza, Judge
County Court at Law No. 4

Arnoldo Cantu, Judge
County Court at Law No. 5

Albert Garcia, Judge
County Court at Law No. 6

Sergio Valdez, Judge
County Court at Law No. 7

Rolando Cantu, Judge
County Court at Law No. 8

Exhibit C

2015 Court Reporters Salary

COURT	AMOUNT
92nd District Court	$ 76,698.00
93rd District Court	88,975.00
139th District Court	85,000.00
206th District Court	83,797.00
275th District Court	73,130.00
332nd District Court	77,250.00
370th District Court	79,630.00
389th District Court	79,677.00
398th District Court	80,000.00
430th District Court	~~79,681.00~~ 75,000.00
449th District Court	80,000.00
County Court at Law No. 1	88,975.00
County Court at Law No. 2	75,190.00
Probate Court of Hidalgo County	80,693.00
County Court at Law No. 4	74,890.00
County Court at Law No. 5	74,474.00
County Court at Law No. 6	73,526.00
County Court at Law No. 7	76,000.00
County Court at Law No. 8	75,190.00
Auxiliary Court "A"	72,541.00
Auxiliary Court "B"	72,541.00

New Court Reporter just started; on probation for 6 months

AI-47582 **Budget and Management 18. B.**

CC - REGULAR

Meeting Date: 12/02/2014

Submitted For: Sergio Cruz **Submitted By:** Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Approval of amendment to Appendix A of the Financial Advisory Services contract.
2. Approval of third party invoices and fixed costs and expenses for the bond sales dated November 18, 2014.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

No Budgetary impact at this time.

Form Review

Inbox	Reviewed By	Date
Sylvia Solis (Originator)	Sylvia Solis	11/26/2014 10:37 AM
Budget & Management	Debbie Tamez	11/26/2014 03:48 PM
Purchasing Department	Monica Badillo	11/26/2014 05:14 PM

Form Started By: Sylvia Solis Started On: 11/26/2014 10:13 AM

Final Approval Date: 11/26/2014

AI-47518 **Budget and Management 18. C.**

CC - REGULAR

Meeting Date: 12/02/2014

Submitted For: Sergio Cruz **Submitted By:** Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Sanitation Program
Approval to amend the Countywide Solid Waste Citizen Collection Station Rules.

BACKGROUND

This amendment is being requested in order for the County to accept money orders as an additional form of payment.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact.

Attachments

Amended
legal
Original - Approved 07-29-14

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/20/2014 04:55 PM
Manuel Chapa	Debbie Tamez	11/21/2014 09:41 AM
Budget & Management	Debbie Tamez	11/21/2014 09:45 AM
Glinda Pacheco	Glinda Pacheco	11/24/2014 11:48 AM
Purchasing Department	Monica Badillo	11/26/2014 05:14 PM

Form Started By: Sylvia Solis Started On: 11/20/2014

Final Approval Date: 11/26/2014

HIDALGO COUNTY

SOLID WASTE CITIZEN COLLECTION STATION RULES & GUIDELINES

The Commissioners' Court of Hidalgo County has ordered a Solid Waste Disposal program and has adopted these Solid Waste Citizen Collection Station Rules and Guidelines in order to safeguard the public health; to ensure the safety of county employees; to ensure the safe and efficient operation of the citizen collection station; to ensure that only residential waste from rural and unincorporated area county residents is disposed of at the Citizen Collection Station and to control and monitor proper access to the Citizen Collection Station.

GENERAL CITIZEN COLLECTION STATION RULES

- The Citizen Collection Station will accept authorized solid waste generated by the rural and unincorporated resident living within Hidalgo County as described under these rules
- Rural boundaries are areas not within city limits
- The operator of any vehicle transporting authorized solid waste to the citizen collection station shall, as condition of use, present evidence and/or answer any reasonable questions concerning the nature and place of origin of that material as the sanitation attendant in charge may request
- The Attendant in Charge shall be obeyed at all times and all authorized solid wastes must be deposited in appropriate designated areas and in accordance with the collection station operator's instructions
- The County of Hidalgo reserves the right to reject any solid wastes, which it considers to be detrimental to the operation of the collection station, or contrary to these Rules
- The Citizen Collection Station will only admit vehicles with a valid collection station permit displayed on the vehicle.
- At the time of making application to obtain a permit, the applicant shall present and provide any requisite materials as described herein to determine eligibility
- Permits will be issued only to those applicants who comply with these Rules. The ownership of real property is not the determining factor as to who may receive a permit
- Use of the collection station shall be limited to the hours determined by each Precinct

PROHIBITED CONDUCT

Disposal of solid waste at any of the Hidalgo County Solid Waste Citizen Collection Station without a valid solid waste permit properly displayed a violation of established rules and guidelines may result in civil penalties. Complaints may be reported to the Hidalgo County Constable's Office(s); Violations shall be referred to the Office of the Criminal District Attorney.

PERMITS

A permit is required for use of all Hidalgo County Solid Waste Citizen Collection Stations. Permits must prominently be displayed on the user's vehicle and must be visible when within the Citizen Collection Station. All vehicles entering the Citizen Collection Station must display a valid permit issued to that specific vehicle and vehicle owner. All permits MUST have a permit application filled out in full before a permit is issued. Citizen Collection Station Permit permits are not valid until affixed to the permitted vehicle.

- ONLY Hidalgo County rural and unincorporated area residents will qualify for the permit
- All users are required to obtain a permit prior to use of the collection station
- Citizen Collection Station permit are not transferable
- Each permit will cost $25 and will be good for ninety (90) days from the date of purchase
- Permits for each additional vehicle may be obtained at a cost of $25 for ninety (90) days
- Proof of Hidalgo County rural residency, name, address, personal identification and vehicle information is required at the time of application
- Limit one (1) vehicle per permit
- Permit applications and renewals may be obtained at the designated Precinct Offices

HIDALGO COUNTY

SOLID WASTE CITIZEN COLLECTION STATION RULES & GUIDELINES

PAYMENT METHODS

- Cash
- Money Orders (amended)
- Credit or Debit Cards

SCREENING

- Rural residents will be screened to ensure they possess a valid permit for the vehicle present
- Incoming trash will be visually inspected to deter un-authorized waste
- No vehicle will be allowed entry to the Citizen Collection Station without a valid permit displayed on the authorized vehicle
- Inspection on all white goods must be done in order to confirm if Freon has been removed
- Frequency of the person's use of the Citizen Collection Stations will be closely monitored to ensure compliance of set Rules

AUTHORIZED SOLID WASTE

Residential Waste

- Residential waste includes normal household refuse/garbage (paper, plastics, cans, food and vegetable scraps)
- All household trash must be bagged

Tires

- Limit four (4) passenger and light truck tires per month from residential customers
- Tire disposal will require prior precinct authorization

Brush & Yard Waste

- Leaves, grass clippings, tree trimmings and brush
- Each precinct will have a designated collection station that will allow brush or yard waste
- Brush should be cut in 3 to 4 foot lengths and securely tied

Bulky Items

- Any item measuring in excess of either forty eight (48) inches in length or fifty (50) pounds in weight
- Refrigerator, stoves, washing machines, dryers, water tanks, mattresses, chairs, furniture, electronics and couches

White Goods

- Any item measuring in excess of either three (3) cubic feet in size or fifty (50) pounds in weight
- Any item that is manufactured primarily from metal, including, but not limited to, a bath tub, heater, hot water heater, refrigerator, sink or washer and dryer
- Freon must be removed from all white goods in order to accept the items

Scrap Metal

- Metal that can be sold as scrap

HIDALGO COUNTY

SOLID WASTE CITIZEN COLLECTION STATION RULES & GUIDELINES

NON-AUTHORIZED SOLID WASTE

Commercial waste

- Contractor or commercial waste/building materials
- Demolition waste such as brick, concrete, shingles, wood, gypsum, and sheet rock

Automotive Parts

- Car batteries, fenders, vehicle doors, body and frame parts, engines, transmissions; as these items should be disposed of in a salvage yard.
- Commercial truck/tractor tires

Hazardous waste

- Pesticides, fertilizers, herbicides, chemicals and cleaners
- Paint thinners, toxins, poisons, asbestos, and petroleum products such as gas, oil and kerosene
- Drums, Paint Cans, liquids or solvents of any kinds
- Items with Freon (Refrigerators, freezers, A/C Units)
- Dead animals

ALLOWABLE VEHICLES

- Passenger cars including station wagons and sport utility vehicles, residential vans, pick-up trucks and small single axle utility trailers (overall size not to exceed 5' x 8')

VEHICLES NOT ALLOWED

- Dump trucks, Box Trucks, Rack Body Trucks, Large Trailers (exceeding 5' x 8') and large trucks (those with a cargo area exceeding manufacturer's full size pick-up truck body)
- Double axel trailers will not be accepted

****

NOTICE: ***DISPOSING OR ALLOWING OR PERMITTING THE DISPOSAL OF LITER OR OTHER SOLID WASTE AT A PLACE THAT IS NOT AN APPROVED DISPOSAL FACILITY OR ; RECEIVING LITTER OR OTHER SOLID WASTE FOR DISPOSAL AT A PLACE THAT IS NOT AN APPROVED DISPOSAL FACILITY OR; TRANSPORTING LITTER OR OTHER SOLID WASTE TO A PLACE THAT IS NOT AN APPROVED FACIILITY FOR DISPOSAL OR; DISPOSING SOLID WASTE OR LITTER IN A DUMPSTER THAT IS CONTROLLED BY SOMEONE ELSE WITHOUT PERMISSION, IS A VIOLATION OF LAW AND OFFENDERS SHALL BE PROSECUTED(Sub. Ch. B, Ch. 365 Health & SafetyCode).***

Zimbra **sylvia.solis@co.hidalgo.tx.us**

RE: Solid Waste Citizen Collection Station Rules & Guidelines concern

From : Victor M. Garza <victor.garza@da.co.hidalgo.tx.us> Thu, Nov 20, 2014 12:17 PM

Subject : RE: Solid Waste Citizen Collection Station Rules & Guidelines concern

To : 'Sylvia Solis' <sylvia.solis@co.hidalgo.tx.us>

Cc : 'Josephine Ramirez' <josephine.ramirez@da.co.hidalgo.tx.us>

Reply To : victor garza <victor.garza@da.co.hidalgo.tx.us>

Sylvia/Rey,

Thank you for your inquiry, I have reviewed the Rules & Guidelines, as well as the appropriate statutory authority. Section 363.153 of the Health and Safety Code permits a County to establish a solid waste disposal program. In reviewing the "**ORDER CREATING A COUNTY SOLID WASTE DISPOSAL PROGRAM AND ASSESSMENT OF FEES"** I note that, in establishing the fee, the Court did not prescribe a method of payment. However, the Order also requires Rules and Guidelines be establish, and the method of payment is denoted within those rules. Section 364.011 of the Health and Safety Code allows the Commissioners Court to adopt solid waste collection / disposal rules. As such, our office would recommend that any changes or additions to the method of payment prescribed by the current Rules and Guidelines be placed 0on the Commissioner's Court agenda as an amendment for approval.

Please let me know if you have any further questions.

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

victor.garza@da.co.hidalgo.tx.us

****
The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO victor.garza@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**
****

From: Sylvia Solis [mailto:sylvia.solis@co.hidalgo.tx.us]
Sent: Thursday, November 20, 2014 11:19 AM
To: Victor M. Garza
Cc: victor garza; Rey Salazar
Subject: Solid Waste Citizen Collection Station Rules & Guidelines concern

Good morning Victor,

Attached, please find a copy of the Hidalgo County Solid Waste Citizen Collection Station Rules & Guidelines that was approved by Commissioners' Court on 07/29/2014. The Rules & Guidelines reflect Cash or Credit/Debit Cards as the form of payment method accepted. One of the Precincts requested for money orders to be accepted after the Rules & Guidelines had been approved by Commissioners' Court. Do you think there will be an issue if the County collects money orders as an additional form of payment? Please advise.

Sylvia Solis
Planning Analyst II
DEPT. OF BUDGET & MANAGEMENT
2818 S. Bus Hwy 281
Edinburg, Texas 78539
956-292-7025 ext. 5423
956-292-7035 fax
sylvia.solis@co.hidalgo.tx.us

HIDALGO COUNTY

SOLID WASTE CITIZEN COLLECTION STATION RULES & GUIDELINES

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- Proof of Hidalgo County rural residency, name, address, personal identification and vehicle information is required at the time of application
- Limit one (1) vehicle per permit
- Permit applications and renewals may be obtained at the designated Precinct Offices

HIDALGO COUNTY

SOLID WASTE CITIZEN COLLECTION STATION RULES & GUIDELINES

PAYMENT METHODS

- Cash
- Credit or Debit Cards

SCREENING

- Rural residents will be screened to ensure they possess a valid permit for the vehicle present
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AUTHORIZED SOLID WASTE

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- Residential waste includes normal household refuse/garbage (paper, plastics, cans, food and vegetable scraps)
- All household trash must be bagged

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- Limit four (4) passenger and light truck tires per month from residential customers
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- Leaves, grass clippings, tree trimmings and brush
- Each precinct will have a designated collection station that will allow brush or yard waste
- Brush should be cut in 3 to 4 foot lengths and securely tied

Bulky Items

- Any item measuring in excess of either forty eight (48) inches in length or fifty (50) pounds in weight
- Refrigerator, stoves, washing machines, dryers, water tanks, mattresses, chairs, furniture, electronics and couches

White Goods

- Any item measuring in excess of either three (3) cubic feet in size or fifty (50) pounds in weight
- Any item that is manufactured primarily from metal, including, but not limited to, a bath tub, heater, hot water heater, refrigerator, sink or washer and dryer
- Freon must be removed from all white goods in order to accept the items

Scrap Metal

- Metal that can be sold as scrap

HIDALGO COUNTY

SOLID WASTE CITIZEN COLLECTION STATION RULES & GUIDELINES

NON-AUTHORIZED SOLID WASTE

Commercial waste

- Contractor or commercial waste/building materials
- Demolition waste such as brick, concrete, shingles, wood, gypsum, and sheet rock

Automotive Parts

- Car batteries, fenders, vehicle doors, body and frame parts, engines, transmissions; as these items should be disposed of in a salvage yard.
- Commercial truck/tractor tires

Hazardous waste

- Pesticides, fertilizers, herbicides, chemicals and cleaners
- Paint thinners, toxins, poisons, asbestos, and petroleum products such as gas, oil and kerosene
- Drums, Paint Cans, liquids or solvents of any kinds
- Items with Freon (Refrigerators, freezers, A/C Units)
- Dead animals

ALLOWABLE VEHICLES

- Passenger cars including station wagons and sport utility vehicles, residential vans, pick-up trucks and small single axle utility trailers (overall size not to exceed 5' x 8')

VEHICLES NOT ALLOWED

- Dump trucks, Box Trucks, Rack Body Trucks, Large Trailers (exceeding 5' x 8') and large trucks (those with a cargo area exceeding manufacturer's full size pick-up truck body)
- Double axel trailers will not be accepted

****

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AI-47510 **Budget and Management 18. D. 1.**

CC - REGULAR

Meeting Date: 12/02/2014

Submitted For: Sergio Cruz **Submitted By:** Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

CO 2009B&C (1441):
Approval of 2014 appropriation of funds into CO 2009B&C in the amount of $500.00 to fund agent fees.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1441-475-00-000-000-0-865

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

BUDGETARY IMPACT:

2014 Appropriation of funds in the amount of $500.00 to fund fiscal agent fees. Monies are taken from the unassigned f/b.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/20/2014 11:02 AM
Sylvia Solis	Sylvia Solis	11/20/2014 02:21 PM
Purchasing Department	Monica Badillo	11/26/2014 05:14 PM

Form Started By: Merlen P. Munoz Started On: 11/20/2014 09:47 AM

Final Approval Date: 11/26/2014

DATE: November 20, 2014

2014
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **CO 2009B&C**

ACCOUNT NUMBER: 4-1441-475-00-000-000-0-865

Contact Person: Merlen Munoz Ph#: (956) 292-7025 ext. 5403

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
4-1441-475-00-000-000-0- 865	CO 2009B&C	Fiscal Agent Fees	500.00
		TOTAL BUDGET INCREASE (DECREASE)	**500.00**

REASON: Appropriation of funds from unassigned fund balance to fund pending invoices from BNY Mellon for agent fees (November 2014 - October 2015).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-47376 **Purchasing Department 19. A. 1.**

CC - REGULAR

Meeting Date: 12/02/2014

Submitted For: Valde Guerra, HC Exec. Ofcr. **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Discussion consideration and approval (if applicable) of the following items in connection to the "Delinquent Tax Collection Services-RFP/Q NO: 2014-333-10-15-VYG" project as follows:

A. Acceptance and approval of the negotiated contract with the number one ranked firm "Linebarger Goggan Blair & Sampson, LLP" including the firm's Best and Final Offer (BAFO)for the Delinquent Tax Collection Services;
B. Selection on contract term to be for a two (2) year term with the County's option to renew for an additional one (1) year OR an additional one(1)-two(2) year term ***and/or*** three (3) year term with one year renewal (as how Commissioners Court discussed and took action on September 9, 2014) with same fees, terms and conditions.

BACKGROUND

Please see attached document "Term of the RFP/Q"
Minutes from September 9, 2014-viewed video for confirmation purposes of CC's discussion and action of the 3 year with 1

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Hidalgo County does not expend funds on this project in as much as it is borne by tax payer.

Attachments

TERM AS STATED IN RFP/Q
SEPTEMBER 9 MINUTES
TWO WITH ONE YEAR AGREEMENT
THREE WITH ONE YEAR AGREEMENT
SIGNED BEST AND FINAL OFFER
TWO WITH ONE-TWO YEAR

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	11/24/2014 11:09 AM
Budget & Management	Debbie Tamez	11/24/2014 11:13 AM
Auditor's Office	Monica Badillo	11/26/2014 05:14 PM

Form Started By: Vangie Garcia Started On: 11/12/2014 04:38 PM

Final Approval Date: 11/26/2014

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

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

C. **Budget Appropriations:**

1. **AI-46307** General Fund (1100):
Approval of 2014 appropriation of new source General Fund revenues in the amount of $978,395.69 as previously certified by the Co. Auditor.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES , the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

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

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

A. **Hidalgo County**

1. **AI-45783** Requesting authority to advertise and approval of either one of the following procurement options:

A. A RFQ (Request for Qualifications) procurement packet (i.e. qualifications, specifications/requirements, scope of services, grading criteria/scoring sheets and legal notices) as attached hereto with applicable action on any modifications, additions, deletions or changes to any part/section/terms/conditions/exhibits of the final packet (if opted by CC) ; OR,

The Court discussed having a 3 (three) year term with one year option to renew and the Firm to have 5 (five) years experience or more.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval of an RFQ with P (Request for Qualifications with Proposals).

Vote: 5 - 0 - Unanimously

B. A RFP (Request for Proposals) procurement packet (i.e. qualifications, specifications/requirements, scope of services, grading criteria/scoring sheets and legal notices) as attached hereto with applicable action on any modifications, additions, deletions or changes to any part/section/terms/conditions/exhibits of the final packet;

NO ACTION taken on this Item.

for: "Engagement of a Law Firm for the collection of Delinquent (Ad Valorem/Tax Collections and Related Services" for Hidalgo County including the re-advertising of project in the event no responses are received and/or are rejected and project is still required.

2. **AI-46347** Requesting approval of Change Order No. 4 in connection with the "Repairs and Renovations-1st and 2nd Floor to the Former Administration Building," in the amount of $22,672.00 from contracted vendor, D. Wilson Construction, Inc., and as recommended by project architect, Alcocer Garcia Associates, with authority for County Judge to execute document.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

Agreement for Tax Collection Services

This Agreement is made between Linebarger Goggan Blair & Sampson, LLP (hereinafter referred to as the "Firm") and Hidalgo County (hereinafter referred to as the "Client").

Article I
Nature of Relationship

1.01 The parties hereto acknowledge that this Agreement creates an attorney-client relationship.

1.02 The Client hereby employs the Firm to provide the services hereinafter described for compensation hereinafter provided.

Article 2
Scope of Services

2.01 The Firm shall take reasonable and necessary actions to collect property taxes that are owed to the Client and that are subject to this agreement, as hereinafter provided.

2.02 The Client may from time-to-time specify in writing additional actions to be taken by the Firm in connection with the collection of taxes that are owed to the Client. Client further constitutes and appoints the Firm as Client's attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to prosecute the Client's claim for taxes.

2.03 Taxes owed to the Client shall become subject to this agreement upon the following dates, whichever occurs first:

(a) On February 1 of the year in which the taxes become delinquent if a previously filed tax suit is then pending against the property subject to the tax;

(b) On the date any lawsuit is filed with respect to the recovery of the tax if the tax is delinquent and is required to be included in the suit pursuant to TEX. TAX CODE § 33.42(a);

(c) On the date of filing any application for tax warrant where recovery of the tax or estimated tax is sought and where the filing of an application for tax warrant by the Firm is at the request of Client's Tax Assessor-Collector;

(d) On the date of filing any claim in bankruptcy where recovery of the tax is sought; or

(e) In the case of tangible personal property, on the 60th day after the February 1 delinquency date; or

(f) On July 1 of the year in which the taxes become delinquent.

Article 3
Compensation

3.01 Client agrees to pay to the Firm, as compensation for the services required herein, fifteen (15%) percent of all taxes, penalty and interest subject to the terms of this contract as set forth in Paragraph 2.03 above, collected and paid to the collector of taxes during the term of this contract, as and when collected.

3.02 The Client shall pay the Firm by the twentieth day of each month, all compensation earned by the Firm for the previous month as provided in this Article 3. All compensation above provided for shall become the property of the Firm at the time payment of the taxes, penalty and interest is made to the collector.

Article 4
Intellectual Property Rights

4.01 The Client recognizes and acknowledges that the Firm owns all right, title and interest in certain proprietary software that the Firm may utilize in conjunction with performing the services provided in this Agreement. The Client agrees and hereby grants to the Firm the right to use and incorporate any information provided by the Client ("Client Information") to update the databases in this proprietary software, and, notwithstanding that Client Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the Client shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the Client shall be entitled to obtain a copy of such data that directly relates to the Client's accounts at any time.

4.02 The Firm agrees that it will not share or disclose any specific confidential Client Information with any other company, individual, organization or agency, without the prior written consent of the Client, except as may be required by law or where such information is otherwise publicly available. It is agreed that the Firm shall have the right to use Client Information for internal analysis, purposes of improving the proprietary software and database, and to generate aggregate data and statistics that may inherently contain Client Information. These aggregate statistics are owned solely by the Firm and will generally be used internally, but may be shared with the Firm's affiliates, partners or other third parties for purposes of improving the Firm's software and services.

Article 5
Costs

5.01 The Firm and Client recognize that publication costs for citations and notices of sale and title abstract costs will be incurred in the process of providing the litigation services contemplated in this Agreement. All such costs shall be billed to the Client, in care of the Firm, and the Firm will advance the payment of such costs on behalf of the Client. Upon recovery of such costs from the defendants or from the tax sale of defendants' property, the Firm shall be reimbursed for the advance payment. Alternatively, the Firm may arrange with the vendor or agency providing the service that actual payment of the costs of services is wholly contingent upon recovery of such costs by the Client or the Firm from the defendants or from the tax sale of defendants' property. In such contingent arrangements, the Client has no responsibility or liability for payment or advancement of any costs, other than forwarding to the vendor or service provider any cost amounts received from defendants or from the tax sale of defendants' property.

5.02 The Client acknowledges that the Firm may provide services, such as title research, with its own employees or with other entities or individuals who may be affiliated with the Firm, but the Firm agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party. The Client agrees that upon the recovery of such costs, the Client will: (i) pay the Firm for any such costs which have been advanced by the Firm or performed by the Firm, and (ii) pay any third party agency or vendor owed for performing such services.

Article 6
Term and Termination

6.01 This Agreement shall be effective on January 1, 2015 (The "Effective Date") and shall expire on December 31, 2017 (the "Expiration Date") unless earlier terminated or extended as hereinafter provided.

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 with 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 unforeseen delay during the procurement process. Absent notice of non-renewal, termination or notice that the contract has been extended, the contract will automatically renew on a month-to-month basis absent a 30-day written notice from one party to the other of the termination of the contract.

6.02 Unless prior to 60 days before the Expiration Date, the Client or the Firm notifies the other in writing that it does not wish to continue this Agreement beyond its initial term, this Agreement shall be automatically extended for an additional two year period without the necessity of any further action by either party.

6.03 If at any time during the initial term of this Agreement or any extension hereof, the Client determines that the Firm's performance under this Agreement is unsatisfactory, the Client shall notify the Firm in writing of the Client's determination. The notice from the Client shall specify the particular deficiencies that the Client has observed in the Firm's performance. The Firm shall have sixty (60) days from the date of the notice to cure any such deficiencies. If at the conclusion of that sixty-day remedial period, the Client remains unsatisfied with the Firm's performance, the Client may terminate this Agreement effective upon the expiration of thirty days following the date of written notice to the Firm of such termination ("Termination Date").

6.04 Notwithstanding anything to the contrary herein, Client may terminate this Agreement without cause on thirty (30) days written notice to Firm.

6.05 Whether this Agreement expires or is terminated, the Firm shall be entitled to continue to prosecute any tax suits, applications for tax warrants or bankruptcy claims pending on the Termination Date or Expiration Date for an additional six months following termination or expiration. The Client agrees that the Firm shall be compensated as provided by Article 3 for any base tax, penalties and interest collected in the pending matters during the six-month period.

6.06 The Client agrees that the Firm shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the Client, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this Agreement constitutes a waiver by the Firm of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any six-month period under Section 6.04 does not constitute any such waiver by the Firm.

Article 7
Miscellaneous

7.01 *Assignment and Subcontracting.* This Agreement is not assignable, provided however, the Firm may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the Firm will retain supervisory control and

responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor.

7.02 This Agreement shall be governed by the laws of the State of Texas. **THIS AGREEMENT SHALL BE PERFORMABLE IN HIDALGO COUNTY, TEXAS.**

7.03 *Integration.* This Agreement contains the entire agreement between the parties hereto and may only be modified in a written amendment, executed by both parties.

7.04 *Representation of Other Taxing Entities.* The Client acknowledges and consents to the representation by the Firm of other taxing entities that may be owed taxes or other claims and be secured by the same property as the Client's claim.

In consideration of the terms and compensation herein stated, the Firm hereby accepts said employment and undertakes the performance of this Agreement as above written. This Agreement is executed on behalf of the Firm and of the Client by the duly authorized persons whose signatures appear below.

Hidalgo County

By: _____
Ramon Garcia
County Judge

Date: _____

Linebarger Goggan Blair & Sampson, LLP

By: _____
Lucy G. Canales
Capital Partner

Date: _____

ATTEST:

By: _____
Arturo Guajardo, Jr.
Hidalgo County Clerk

APPROVED AS TO FORM:

ATLAS HALL & RODRIGUEZ, LLP

By: _____

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

RE: Agreements-Delinquent Tax Collection Services

From : Steve Crain <scrain@atlashall.com> Mon, Nov 17, 2014 09:52 AM

Subject : RE: Agreements-Delinquent Tax Collection Services

To : 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>

Looks good.

-----Original Message-----
From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Monday, November 17, 2014 9:18 AM
To: Steve Crain
Subject: Re: Agreements-Delinquent Tax Collection Services

Here you go Mr. Crain....

Thank you;

Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department
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Email: evangelina.garcia@co.hidalgo.tx.us
Phone: 956-292-7000-Ext. 4856

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In 7.02 the word performed should be "PERFORMABLE".

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Capitalize and bold the second sentence in 7.02.

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4.02 The Firm agrees that it will not share or disclose any specific confidential Client Information with any other company, individual, organization or agency, without the prior written consent of the Client, except as may be required by law or where such information is otherwise publicly available. It is agreed that the Firm shall have the right to use Client Information for internal analysis, purposes of improving the proprietary software and database, and to generate aggregate data and statistics that may inherently contain Client Information. These aggregate statistics are owned solely by the Firm and will generally be used internally, but may be shared with the Firm's affiliates, partners or other third parties for purposes of improving the Firm's software and services.

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Hidalgo County

By: _____
Ramon Garcia
County Judge

Date: _____

Linebarger Goggan Blair & Sampson, LLP

By: _____
Lucy G. Canales
Capital Partner

Date: _____

ATTEST:

By: _____
Arturo Guajardo, Jr.
Hidalgo County Clerk

APPROVED AS TO FORM:

ATLAS HALL & RODRIGUEZ, LLP

By: _____

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

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Email: evangelina.garcia@co.hidalgo.tx.us
Phone: 956-292-7000-Ext. 4856

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Capitalize and bold the second sentence in 7.02.

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: Honorable Lucy G. Canales, Capital Partner
Linebarger Goggan Blair & Sampson

From: Vangie Y. Garcia, Contract Manager
Hidalgo County Purchasing Department

Date: November 21, 2014

Re: Negotiation for -"Hidalgo County-Delinquent Tax Collection Services"
(RFP/Q No: 2014-333-10-15-VYG)

Pursuant to action taken by Hidalgo County Commissioner's Court on Monday (November 10, 2014) a meeting was held at Atlas, Hall & Rodriguez Law Firm with Purchasing Department and Linebarger Goggan Blair & Sampson for the negotiation process of the above referenced project.

There will be three agreements with different terms each for Commissioners Court's discussion and action of selection of agreement with said term that will take place on the next available court date of Tuesday, December 2, 2014. You have provided two agreements already and will need to submit only the additional agreement with the three years with one year renewal option term.

In addition, same will apply to the Hidalgo County Drainage District No. I under the Drainage District's Board Meeting on same date of Tuesday, December 2, 2014; therefore, please forward three agreements with said different terms for the District.

And finally, the 15% percent rate fee as submitted in the RFP/Q was discussed with the conclusion by the firm that the percent rate will remain as is.

At this time, as it is part of the protocol, Hidalgo County Purchasing Department is requesting the firm to reconsider the 15% percent rate fee and submit a best and final offer.

Please submit the proposed "Best and Final Offer" by no later than 10:00 a.m. on Monday, November 24, 2014 and or sooner, if possible.

Best and final offer X 15% fee

We ask that you approve by signing below acknowledgment of receipt with commitment to submit by deadline and return via email or fax to (956)292-7612.

Signed: Lucy G. Canales **Title:** 11/21/2014

Printed Name: Lucy G. Canales

Agreement for Tax Collection Services

This Agreement is made between Linebarger Goggan Blair & Sampson, LLP (hereinafter referred to as the "Firm") and Hidalgo County (hereinafter referred to as the "Client").

Article I
Nature of Relationship

1.01 The parties hereto acknowledge that this Agreement creates an attorney-client relationship.

1.02 The Client hereby employs the Firm to provide the services hereinafter described for compensation hereinafter provided.

Article 2
Scope of Services

2.01 The Firm shall take reasonable and necessary actions to collect property taxes that are owed to the Client and that are subject to this agreement, as hereinafter provided.

2.02 The Client may from time-to-time specify in writing additional actions to be taken by the Firm in connection with the collection of taxes that are owed to the Client. Client further constitutes and appoints the Firm as Client's attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to prosecute the Client's claim for taxes.

2.03 Taxes owed to the Client shall become subject to this agreement upon the following dates, whichever occurs first:

(a) On February 1 of the year in which the taxes become delinquent if a previously filed tax suit is then pending against the property subject to the tax;

(b) On the date any lawsuit is filed with respect to the recovery of the tax if the tax is delinquent and is required to be included in the suit pursuant to TEX. TAX CODE § 33.42(a);

(c) On the date of filing any application for tax warrant where recovery of the tax or estimated tax is sought and where the filing of an application for tax warrant by the Firm is at the request of Client's Tax Assessor-Collector;

(d) On the date of filing any claim in bankruptcy where recovery of the tax is sought; or

(e) In the case of tangible personal property, on the 60th day after the February 1 delinquency date; or

(f) On July 1 of the year in which the taxes become delinquent.

Article 3
Compensation

3.01 Client agrees to pay to the Firm, as compensation for the services required herein, fifteen (15%) percent of all taxes, penalty and interest subject to the terms of this contract as set forth in Paragraph 2.03 above, collected and paid to the collector of taxes during the term of this contract, as and when collected.

3.02 The Client shall pay the Firm by the twentieth day of each month, all compensation earned by the Firm for the previous month as provided in this Article 3. All compensation above provided for shall become the property of the Firm at the time payment of the taxes, penalty and interest is made to the collector.

Article 4
Intellectual Property Rights

4.01 The Client recognizes and acknowledges that the Firm owns all right, title and interest in certain proprietary software that the Firm may utilize in conjunction with performing the services provided in this Agreement. The Client agrees and hereby grants to the Firm the right to use and incorporate any information provided by the Client ("Client Information") to update the databases in this proprietary software, and, notwithstanding that Client Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the Client shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the Client shall be entitled to obtain a copy of such data that directly relates to the Client's accounts at any time.

4.02 The Firm agrees that it will not share or disclose any specific confidential Client Information with any other company, individual, organization or agency, without the prior written consent of the Client, except as may be required by law or where such information is otherwise publicly available. It is agreed that the Firm shall have the right to use Client Information for internal analysis, purposes of improving the proprietary software and database, and to generate aggregate data and statistics that may inherently contain Client Information. These aggregate statistics are owned solely by the Firm and will generally be used internally, but may be shared with the Firm's affiliates, partners or other third parties for purposes of improving the Firm's software and services.

Article 5
Costs

5.01 The Firm and Client recognize that publication costs for citations and notices of sale and title abstract costs will be incurred in the process of providing the litigation services contemplated in this Agreement. All such costs shall be billed to the Client, in care of the Firm, and the Firm will advance the payment of such costs on behalf of the Client. Upon recovery of such costs from the defendants or from the tax sale of defendants' property, the Firm shall be reimbursed for the advance payment. Alternatively, the Firm may arrange with the vendor or agency providing the service that actual payment of the costs of services is wholly contingent upon recovery of such costs by the Client or the Firm from the defendants or from the tax sale of defendants' property. In such contingent arrangements, the Client has no responsibility or liability for payment or advancement of any costs, other than forwarding to the vendor or service provider any cost amounts received from defendants or from the tax sale of defendants' property.

5.02 The Client acknowledges that the Firm may provide services, such as title research, with its own employees or with other entities or individuals who may be affiliated with the Firm, but the Firm agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party. The Client agrees that upon the recovery of such costs, the Client will: (i) pay the Firm for any such costs which have been advanced by the Firm or performed by the Firm, and (ii) pay any third party agency or vendor owed for performing such services.

Article 6
Term and Termination

6.01 This Agreement shall be effective on January 1, 2015 (The "Effective Date") and shall expire on December 31, 2017 (the "Expiration Date") unless earlier terminated or extended as hereinafter provided.

The Contract term shall be for a two (2) year term, with the County's option to renew for an additional one (1) - two (2) year term on 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 unforeseen delay during the procurement process. Absent notice of non-renewal, termination or notice that the contract has been extended, the contract will automatically renew on a month-to-month basis absent a 30-day written notice from one party to the other of the termination of the contract.

6.02 Unless prior to 60 days before the Expiration Date, the Client or the Firm notifies the other in writing that it does not wish to continue this Agreement beyond its initial term, this Agreement shall be automatically extended for an additional two year period without the necessity of any further action by either party.

6.03 If at any time during the initial term of this Agreement or any extension hereof, the Client determines that the Firm's performance under this Agreement is unsatisfactory, the Client shall notify the Firm in writing of the Client's determination. The notice from the Client shall specify the particular deficiencies that the Client has observed in the Firm's performance. The Firm shall have sixty (60) days from the date of the notice to cure any such deficiencies. If at the conclusion of that sixty-day remedial period, the Client remains unsatisfied with the Firm's performance, the Client may terminate this Agreement effective upon the expiration of thirty days following the date of written notice to the Firm of such termination ("Termination Date").

6.04 Notwithstanding anything to the contrary herein, Client may terminate this Agreement without cause on thirty (30) days written notice to Firm.

6.05 Whether this Agreement expires or is terminated, the Firm shall be entitled to continue to prosecute any tax suits, applications for tax warrants or bankruptcy claims pending on the Termination Date or Expiration Date for an additional six months following termination or expiration. The Client agrees that the Firm shall be compensated as provided by Article 3 for any base tax, penalties and interest collected in the pending matters during the six-month period.

6.06 The Client agrees that the Firm shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the Client, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this Agreement constitutes a waiver by the Firm of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any six-month period under Section 6.04 does not constitute any such waiver by the Firm.

Article 7
Miscellaneous

7.01 *Assignment and Subcontracting.* This Agreement is not assignable, provided however, the Firm may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the Firm will retain supervisory control and

responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor.

7.02 This Agreement shall be governed by the laws of the State of Texas. **THIS AGREEMENT SHALL BE PERFORMABLE IN HIDALGO COUNTY, TEXAS.**

7.03 *Integration.* This Agreement contains the entire agreement between the parties hereto and may only be modified in a written amendment, executed by both parties.

7.04 *Representation of Other Taxing Entities.* The Client acknowledges and consents to the representation by the Firm of other taxing entities that may be owed taxes or other claims and be secured by the same property as the Client's claim.

In consideration of the terms and compensation herein stated, the Firm hereby accepts said employment and undertakes the performance of this Agreement as above written. This Agreement is executed on behalf of the Firm and of the Client by the duly authorized persons whose signatures appear below.

Hidalgo County

By: _____
Ramon Garcia
County Judge

Date: _____

Linebarger Goggan Blair & Sampson, LLP

By: _____
Lucy G. Canales
Capital Partner

Date: _____

ATTEST:

By: _____
Arturo Guajardo, Jr.
Hidalgo County Clerk

APPROVED AS TO FORM:

ATLAS HALL & RODRIGUEZ, LLP

By: _____

AI-47539 **Purchasing Department 19. B. 1.**

CC - REGULAR

Meeting Date: 12/02/2014

Submitted For: Comm. AC Cuellar, HC Pct. #1 **Submitted By:** Katia Garcia, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Approval of Work Authorization No. 3 in connection to Contract# C-14-309-09-09 with Millennium Engineers Group, Inc. in the amount of $8,713.50 through assigned requisition # 267377 for the provision of "Construction Materials Testing Services" for the Mile 4 West Road (Mile 15 to Mile 16) Improvements Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1303-431-00-121-184-0-731

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

BUDGETARY IMPACT:

Funding available pending CC approval of AI-47540.

Attachments

Work Authorization No. 3

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/25/2014 11:31 AM
Budget & Management	Debbie Tamez	11/25/2014 11:53 AM
Glinda Pacheco	Glinda Pacheco	11/25/2014 04:06 PM
Auditor's Office	Monica Badillo	11/26/2014 05:14 PM

Form Started By: Katia Garcia Started On: 11/24/2014 01:12 PM

Final Approval Date: 11/26/2014

HIDALGO COUNTY

Professional Construction Material Testing Laboratory Services

Agreement # C-14-309-09-09

WORK AUTHORIZATION NO. 3

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Millennium Engineers Group, Inc.**, professional Laboratory's of Edinburg, Texas, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Laboratory** to provide

Construction Materials Engineering and Testing Services for the Mile 4 West Road (Mile 15 to Mile 16) Improvements project.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Laboratory*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $**8,713.50**
This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section 3 of the Agreement.

PART 4. FUNDING

This Work Authorization No. **3** shall be funded through funding source:
Account No. 4-1303-431-00-121-184-0-731
Requisition Number 267377 **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization.**

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct No. 1,** Commissioner, A.C. Cuellar, Jr., as to content and detail of this **Work Authorization No. 3**

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2014.

THE LABORATORY:
MILLENNIUM ENGINEERS GROUP, INC.

_____
By: Raul Palma, President

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

EXHIBIT "A" - Services to be Provided by the Owner
EXHIBIT "B" - Services to be Provided by the Laboratory
EXHIBIT "C" - Work Schedule
EXHIBIT "D" - Cost Proposal

EXHIBIT A
-Scope of Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT B

-Scope of Services to be provided by the Laboratory

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory Services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for Hidalgo County Precinct No. 1 Projects, **"ON A AS NEEDED BASIS"** and projects is as follows:

A. Preliminary Phase:

(1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
(2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
(3) Provide environmental studies as may be necessary to complete a project.
(4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
(7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

(1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
(2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
(3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
(4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement condition studies.
(7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. Construction/Maintenance Phase:

(1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
(2) Consult and advise with the OWNER during construction.

(3) Provide construction materials testing for construction and maintenance projects as required by the project plans and specifications and/or specified by the project design engineer.
(4) Review all material designs as requested by the OWNER and/or project design engineer.
(5) Furnish the OWNER all necessary reports for construction and maintenance projects.
(6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

(1) Act for OWNER in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
(2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society of Testing and Materials, where applicable, or other standards designated by County.
(3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devised of accuracy traceable to the National Institute of Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
(4) Promptly submit formal construction materials testing reports for all tests, observations, and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which the tests were made.
(5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
(6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from OWNER prior to undertaking.

EXHIBIT C

Work Schedule

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.

EXHIBIT D

"Proposal"

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Work Schedule
Proposed Construction Materials Engineering & Testing Services
Mile 4 West Road (Mile 15 to Mile 16) Improvements Project

☒SOILS SECTION

Task: Flexible Base Sample at Roadway (Per Trip, 2 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	45.00	112.50
Standard Proctor (each)	1	200.00	200.00
Atterberg Limits (each)	1	70.00	70.00
Sieve Analysis (each)	1	55.00	55.00
Wet Ball Mill (each)	-	210.00	-
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	115.00	57.50
Project Management (hourly)	0.25	70.00	16.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	628.75
Sub-Total (per task)	**2**	**628.75**	**1,257.50**

Task: Flexible Base density testing at Roadway (Per Trip, 6 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	45.00	112.50
Nuclear density test (each)	3	22.00	66.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	115.00	57.50
Project Management (hourly)	0.25	70.00	17.50
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	370.50
Sub-Total (per task)	**6**	**370.50**	**2,223.00**

SOILS Section Total **3,480.50**

☒HMAC PAVEMENT SECTION

Task: HMAC Pavement Field Rolling Pattern Testing (Per Trip, 4 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Asphalt Engineering Technician (hourly)	4	50.00	200.00
Nuclear Density Test (each)	3	22.00	66.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	115.00	52.50
Project Management (hourly)	0.25	70.00	16.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	452.25
Sub-Total (per task)	**4**	**452.25**	**1,809.00**

Task: HMAC Pavement Laboratory Testing (Per Sample, 4 samples estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Extraction & Gradation, percent asphalt (each)	1	250.00	250.00
Theoretical maximum specific gravity of mixtures (each)	1	60.00	60.00
Lab Density (each)	1	65.00	65.00
Sub-Total (per trip)	1	-	375.00
Sub-Total (per task)	**4**	**375.00**	**1,500.00**

Task: HMAC Pavement Field Coring (Per Trip, 1 trip estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Asphalt Engineering Technician (hourly)	14	50.00	700.00
Coring Rig (each)	1	95.00	95.00
Asphalt Cores (each)	9	60.00	540.00
Asphalt Core Density (each)	9	40.00	360.00
Vehicle trips (each)	2	37.00	74.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	115.00	57.50
Project Management (hourly)	0.25	70.00	17.50
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	1,924.00
Sub-Total (per task)	**1**	**1,924.00**	**1,924.00**

HMAC Pavement Section Total **5,233.00**

Total Estimated Cost **$8,713.50**

AI-47472 **Purchasing Department 19. C. 1.**

CC - REGULAR

Meeting Date: 12/02/2014

Submitted For: Commissioner Hector Palacios

Submitted By: Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

A. Request from Precinct 2 for exemption from HCCC approved Order for Major Purchases Deadline date of October 3, 2014 as budget line items were being reviewed and analyzed for funding for needed parks equipment;

B. Authority to purchase 2 tractors (as detailed in supporting documentation) through John Deere (TXMAS cooperative purchasing program awarded vendor) in the amount of $15,321.26 each with written confirmation by John Deere that items will be delivered prior to 12-31-14 with authority to process requisition and approve a Purchase Order.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-452-00-122-008-0-748

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

BUDGETARY IMPACT:

Funding available through Requisition #266915 & #266857.

Attachments

Quote 10592932

Quote 10545460

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	11/24/2014 11:06 AM
Budget & Management	Debbie Tamez	11/24/2014 11:15 AM
Auditor's Office	Monica Badillo	11/26/2014 05:14 PM

Form Started By: Erika Zamora Started On: 11/18/2014

Final Approval Date: 11/26/2014

JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Neuhaus & Company, Ltd
2000 East Expressway 83
Weslaco, TX 78596
956-968-7502
KIRK@NEUHAUSCO.COM

Quote Summary

Prepared For:
Hidalgo Co. Pct#2
TX

Delivering Dealer:
Neuhaus & Company, Ltd
R.d. Machen
2000 East Expressway 83
Weslaco, TX 78596
Phone: 956-968-7502
rdm@neuhausco.com

Quote ID: 10592932
Created On: 18 November 2014
Last Modified On: 18 November 2014
Expiration Date: 18 December 2014

Equipment Summary	Suggested List	Selling Price		Qty		Extended
JOHN DEERE 997 Commercial L. C. Diesel Max-Frame Z-Trak with 72 In. Side Discharge 7-Iron PRO Deck **Contract:** TX L&G MAS_TXMAS-7-51V050 **Price Effective Date:** January 21, 2013	$ 20,865.00	$ 15,321.26	X	1	=	$ 15,321.26
Equipment Total						**$ 15,321.26**

* Includes Fees and Non-contract items

Quote Summary	
Equipment Total	$ 15,321.26
Trade In	
SubTotal	**$ 15,321.26**
Total	$ 15,321.26
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 15,321.26**

Salesperson : X _____ **Accepted By : X** _____

JOHN DEERE

Selling Equipment

Quote Id: 10592932 **Customer Name:**

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Neuhaus & Company, Ltd
2000 East Expressway 83
Weslaco, TX 78596
956-968-7502
KIRK@NEUHAUSCO.COM

JOHN DEERE 997 Commercial L. C. Diesel Max-Frame Z-Trak with 72 In.

Contract: TX L&G MAS_TXMAS-7-51V050

Price Effective Date: January 21, 2013

Suggested List *
$ 20,865.00

Selling Price *
$ 15,321.26

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
095BTC	997 Commercial L. C. Diesel Max-Frame Z-Trak with 72 In. Side Discharge 7-Iron PRO Deck	1	$ 20,344.00	27.25	$ 5,543.74	$ 14,800.26	$ 14,800.26
	Dealer Attachments/Non-Contract/Open Market						
001	Non-Contract HD Belt Kit	1	$ 299.00	0.00	$ 0.00	$ 299.00	$ 299.00
	Dealer Attachments Total		**$ 299.00**		**$ 0.00**	**$ 299.00**	**$ 299.00**
	Suggested Price						**$ 15,099.26**
	Fees						
	TXMAS Fee	1	222.00			222.00	222.00
	Equipment Fees Total		**$ 222.00**			**$ 222.00**	**$ 222.00**
Total Selling Price			**$ 20,865.00**		**$ 5,543.74**	**$ 15,321.26**	**$ 15,321.26**

JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Neuhaus & Company, Ltd
2000 East Expressway 83
Weslaco, TX 78596
956-968-7502
KIRK@NEUHAUSCO.COM

Quote Summary

Prepared For:
Hidalgo Co Pct #2
TX

Delivering Dealer:
Neuhaus & Company, Ltd
R.d. Machen
2000 East Expressway 83
Weslaco, TX 78596
Phone: 956-968-7502
rdm@neuhausco.com

Quote ID: 10545460
Created On: 06 November 2014
Last Modified On: 06 November 2014
Expiration Date: 06 December 2014

Equipment Summary	Suggested List	Selling Price		Qty		Extended
JOHN DEERE 997 Commercial L. C. Diesel Max-Frame Z-Trak with 72 In. Side Discharge 7-Iron PRO Deck **Contract:** TX L&G MAS_TXMAS-7-51V050 **Price Effective Date:** January 21, 2013	$ 20,865.00	$ 15,321.26	X	1	=	$ 15,321.26
Equipment Total						**$ 15,321.26**

* Includes Fees and Non-contract items

Quote Summary	
Equipment Total	$ 15,321.26
Trade In	
SubTotal	**$ 15,321.26**
Total	$ 15,321.26
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 15,321.26**

Salesperson : X _____ **Accepted By : X** _____

JOHN DEERE

Selling Equipment

Quote Id: 10545460 **Customer Name:**

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Neuhaus & Company, Ltd
2000 East Expressway 83
Weslaco, TX 78596
956-968-7502
KIRK@NEUHAUSCO.COM

JOHN DEERE 997 Commercial L. C. Diesel Max-Frame Z-Trak with 72 In.

Contract: TX L&G MAS_TXMAS-7-51V050
Price Effective Date: January 21, 2013

Suggested List *
$ 20,865.00
Selling Price *
$ 15,321.26

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
095BTC	997 Commercial L. C. Diesel Max-Frame Z-Trak with 72 In. Side Discharge 7-Iron PRO Deck	1	$ 20,344.00	27.25	$ 5,543.74	$ 14,800.26	$ 14,800.26
	Dealer Attachments/Non-Contract/Open Market						
001	Non-Contract HD Belt Kit	1	$ 299.00	0.00	$ 0.00	$ 299.00	$ 299.00
	Dealer Attachments Total		**$ 299.00**		**$ 0.00**	**$ 299.00**	**$ 299.00**
	Suggested Price						**$ 15,099.26**
			Fees				
	TXMAS Fee	1	222.00			222.00	222.00
	Equipment Fees Total		**$ 222.00**			**$ 222.00**	**$ 222.00**
Total Selling Price			$ 20,865.00		$ 5,543.74	$ 15,321.26	$ 15,321.26

AI-47578 **Purchasing Department 19. C. 2.**

CC - REGULAR

Meeting Date: 12/02/2014

Submitted For: Comm. H Palacios, HC-Pct 2 **Submitted By:** Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of "Certificate of Substantial Completion" from contractor, Holchemont, Ltd., reflecting partial completion date of November 11, 2014 for the "Hidalgo Co. Pct 2 Equipment and Maintenance Facility" as submitted and certified by project architect, ERO Architects.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1342-431-00-122-053-0-739/720

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

BUDGETARY IMPACT:

Funds available through PO#704305.

FISCAL YEAR: 2014 **ACCT. #:** 4-1328-431-00-122-053-0-720

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

BUDGETARY IMPACT:

Funds available through PO#704305.

FISCAL YEAR: 2014 **ACCT. #:** 4-1303-431-00-122-053-0-720

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

BUDGETARY IMPACT:

Funds available through PO#704305.

Attachments

Certificate of Substantial Completion-Partial

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/26/2014 12:18 PM
Budget & Management	Debbie Tamez	11/26/2014 01:24 PM
Glinda Pacheco	Glinda Pacheco	11/26/2014 01:54 PM
Auditor's Office	Monica Badillo	11/26/2014 05:14 PM

Form Started By: Rocio Villarreal Started On: 11/26/2014 09:21 AM

Final Approval Date: 11/26/2014

AIA® Document G704™ – 2000

Certificate of Substantial Completion

PROJECT:
(Name and address)
Hidalgo County Precinct 2 Equipment & Vehicle Maintenance Facility

PROJECT NUMBER: 13012/
CONTRACT FOR: General Construction
CONTRACT DATE: December 20, 2013

OWNER: ☒
ARCHITECT: ☒
CONTRACTOR: ☒
FIELD: ☐
OTHER: ☐

TO OWNER:
(Name and address)
County of Hidalgo
2812 S. Business Hwy. 281
Edinburg, Texas 78539

TO CONTRACTOR:
(Name and address)
Holchemont, Ltd.
900 N. Main St.
McAllen, Texas 78501

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

Partial Substantial Completion issued for the Hidalgo County Precinct 2 Equipment & Vehicle Maintenance Facility as indicated in the Construction Documents with the exception of the additional work for the Special Systems and the Oil & Lube Equipment as issued in AEA 03.

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty
All Warranties with the exception of the additional work for the Special Systems and the Oil & Lube Equipment.

Date of Commencement
November 11, 2014

ERO Architects, L.L.P.		November 11, 2014
ARCHITECT	**BY**	**DATE OF ISSUANCE**

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: $193,201.44 as indicated in Application for Payment #9

The Contractor will complete or correct the Work on the list of items attached hereto within Thirty (30) days from the above date of Substantial Completion.

Holchemont, Ltd.		17 NOV 14
CONTRACTOR	**BY**	**DATE**

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at 8:00 AM Central (time) on Novemer 11, 2014 (date).

County of Hidalgo		
OWNER	**BY**	**DATE**

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:
(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

Architectural, Mechanical, Electrical & Plumbing Punch Lists

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User Notes: (1983202103)

ARCHITECTURAL
PUNCH LIST

Date:	11-11-2014	*Report No:*	111114
Project No.:	13012	*Project Name:*	Precinct #2 New Maintenance Facility
Company:	Hidalgo County Precinct #2	*Time:*	10:00 AM
Weather:	Overcast 68 Degrees	*Observed By:*	David M. Delnay, AAAS/MC Construction Administrator ERO

Corrections Required

Maintenance Building

Exterior North Side-
Install the base siding trim at office entry and along all sections of siding where missing.
Caulk siding trims to door frames and overhead door frames as well.
Install proper cleanout cover to plumbing drains in green area.

Exterior East Side-
Install base siding trim along entire side of building.
Caulk siding trims to door frame.

Exterior South Side-
Install base siding trim along entire side where missing.
Caulk siding trims to door frames and overhead door frames as well.
Replace metal panel with misdrilled hole made for light fixture placement betwwen the rollup doors.
Complete expansion joint caulking between walk and apron, and at building foundation to apron joint.
Rub out sidewalk concrete where finish slurry observed on adjacent concrete.
Replace metal panel at South-West corner of building where light fixture moved for downspout installation.

Exterior West Side-
Caulk base siding trims and window trims to sill block along the masonry wall.
Caulk around the water stop box to the masonry.
Install water valve box and caulk the waterline penetration through the masonry wall.
Caulk the aluminum threshold and door frame base to concrete.
Clean out and caulk over the expansion material at the concrete entry pad to the building.
Caulk all the masonry expansion joints. Caulk Siding trims to masonry wall at North and South corners.
Caulk to completely seal the gasketing and metal trims at all canopies on all sides of building. Apply to all top and sides of canopy structure trims.

Maintenance Building Interior

Reception/Waiting Area
Caulk frame and threshold to flooring. Caulk hollow metal frame to flooring.
Re-caulk and touch up around large reception window frame, both sides.
Remove filter material from HVAC return.
Caulk gap at fire alarm strobe cover.
Install missing phone/data cover at east wall.
Interior door strike plate screws loose or stripped out, correct.

South Main Office Space-
Detail around outlet covers where rough finish observed.
Caulk hollow metal door frames to flooring. Caulk along threshold to flooring.
Install missing outlet cover on east wall location.
Caulk around the fire extinguisher cabinet.

East Main Office Space-
Re-caulk hollow metal frame and re-cut-in around at double doors.
Caulk frame to flooring.
Re-paint door viewer panel frames in double doors, thin coverage.
Caulk around the fire extinguisher cabinet.
Touch up and re-paint masonry wall at corners, outlets, voids in mortar joints, and chipped block edges and faces.
Re-paint north white wall, thin cover at east column cover, around door opening, and varied cover on wall and around openings.

Kitchen-
Water supply box is loose and crooked in wall installation location.
Skim and detail paint work in corners, at outlet boxes, where uneven, peeling, and debris in finish.
Caulk around the fire extinguisher cabinet.
Caulk all millwork to walls, including backsplash. Install all filler tops and bottoms.
Install missing magnetic catches in cabinets. Install door and drawer mutes.
Install all missing hinge screws in millwork, so no hinge leaf holes are left open.
Remove filter from HVAC return.
Reset 2X4 light fixture to set flush in grid.

Storage Room-
Re-caulk and cut in around door frames, and fire panel box.
Re-paint corners and along ceiling where thin coverage observed.

Office Corridor-
Re-caulk door frames where gaps and uneven tooling, and re-cut-in paint along frames for clean straight lines.
Caulk around the fire extinguisher cabinet.

South West Office-
Re-caulk and re-cut-in door frame, all sides.
Re-paint walls where thin or missed paint coverage.
Re-caulk and re-cut-in around aluminum window frames.
Caulk door frame to flooring.

Dispatch Room-
Re-caulk and re-cut-in door frame, all sides.
Detail paint work around room. Rough finishes down low, in corners, dents in walls, gap at A/V strobe.
Caulk door frame to flooring.

Server Room-
Re-paint walls above plywood wall sheathing.
Complete electrical outlet installation on north wall.
Ensure data rack is grounded to rod and/or structure.
Install missing A/V strobe on east wall.

Men's Restroom-
Complete tile work on walls and floor.
Paint walls above tile work.

Caulk around toilet, paper towel tub, door frame, and door frame bottoms.

Utility Room-
Touch up paint work around the room, in corners, at ceiling, along vinyl base, and around tilework on wall.
Caulk around floor drain and cleanout, mop sink base to floor, and mop sink to tile splash.
Connect water heater to power supply with proper flex cabling and connectors.
Anchor overflow and pan drain pipes to wall.
Clean plumber solder splatter from wall and floor near water heater.

Women's Restroom-
Caulk door frame to flooring.
Complete tile work around room. Install tile grout in wall and floor tile work.
Install A/V strobe on south wall.
Caulk toilet to floor, paper towel tub, and floor drain.
Paint walls above tiled walls.
Install restroom hardware, grab bars, mirror, etc.

Office to Shop Corridor-
Install push plate on shop door, corridor side.

Locker Room-
Complete anchoring, tops, hardware hooks, and labeling of lockers around the room. Caulk locker sides and tops to walls after completing installations.
Caulk drinking fountains to wall.
Re-caulk and re-cut-in around door frames.
Caulk door frames to floor.

Men's Toilet/Shower-
Complete tile work around room.
Repaint walls above tile work.
Detail ceiling at HVAC supply.
Install all bathroom hardware, grab bars, mirror, shower accessories, etc.
Complete electrical device installations, and A/V strobe.

Women's Toilet/Shower-
Complete tile work around room.
Repaint walls above tile work.
Detail ceiling at HVAC supply.
Install all bathroom hardware, grab bars, mirror, shower accessories, etc.
Complete electrical device installations, and A/V strobe.

Maintenance Shop-
Caulk and point threshold and masonry corner at service corridor door.
Caulk plumbing fixtures to wall. Sink tub and drinking fountains.
Complete electrical work on west wall, install covers on unused electrical boxes.
Caulk fire extinguisher cabinet to wall.
Tape all loose insulation jacket seams,penetrations, and tears in liner on walls and ceiling.
Bolt missing at South East corner column/brace in center hole.
Support waterline corner bends in North East and South East corners.
Close open holes at base of roll up door frames in North East and South East corners.
Caulk around cleanouts and along floor drain trench across maintenance area.

Shop Storage Room-
Install fixed leaf bolt on door pair to storeroom.

Close up the wall ends to the exterior sided walls to complete the room firewall assembly.
Caulk around fire extinguisher cabinet.
Seal through wall penetrations.
Complete secondary anchoring of electrical junction boxes. (X2) Per NEC Code.
Storeroom fenced enclosure needs headrail across the four posts to stiffen gate assembly and prevent unauthorized intrusion.

Storage Building-
Install last section of gutter at north east corner of the building.
Replace siding sheets on north east end wall with mis-drilled holes in them.
Detail and tape all insulation seams, tape and patch holes and tears in liner.
Paint with proper primer, all welds and raw iron locations in building components.

Parking/Shade Canopies-
Remove temporary bracing.
Clean all dirt from structure components, and detail all areas of structure with surface rust, and touch up with appropriate galvanic primer/paint.
Straighten frames of parking shade structures to straight and level.

☐ Attachments

Copies: ☐ Owner ☐ A/E ☐ Contractor ☐ Consultants ☐ _____ ☐ _____ ☐

TRINITY
MEP ENGINEERING

Project: Hidalgo PCT.2 equipment & maintenance facility
Project No.: 13.2.39
Architect: ERO
Date of Inspection: 11.07.14
Time: 2:00 PM
Site Visited By: Leo Munoz, P.E

Observation: MEP PUNCHLIST

Mechanical:

- Remove the temporary filters and provide new a/c filters once the building is complete of debris.
- Provide clear plastic key operated covers on all thermostats.
- Provide test and balance report.

Electrical:

- All electrical panelboards index of circuitry shall be typed. Provide one for each electrical panel.
- Flex cable to exterior wall packs shall be secure.
- Provide nema-3r box for exterior access control box.
- Provide blank stainless steel wall plates for the unused boxes.
- Access control system was incomplete at time of visit.
- GFI in RR#108 not installed at time of visit.
- Provide GFI in Jan. Rm. #106. Outlet to close to mop sink, not as indicated on plans. Relocate the GFI outlet approx... 12" from the door. Refer to plans.
- In Jan. Rm.#106, missing water heater, no electrical connection at time of visit.
- In server rm. Ground bar not connected at time of visit. All stub up conduits not used shall be capped. Stub up conduits with wiring shall be covered to prevent any debris going into conduit.
- In server rm. Missing receptacles, provide as indicated on plans.
- In shop bay, replace exit/combo unit with an emergency light as indicated on plans. Exit/combo shall be over by an exit door.
- Exit fixture over by the exit door shall be replace with exit/combo emergency fixture as indicated on plans.
- In shop area provide STI covers for the manual pull stations.
- Missing rotary disconnect for ice maker. Location seems to be over the electric drinking fountains. Relocate disconnect away from the drinking fountains.
- Rotary disconnect for air compressor not installed at time of visit. Verify air compressor electrical requirements prior to any connections.
- Receptacle next to emergency eye/shower unit and scrub sink shall be GFI.
- Light switch installation incomplete at RR.#114.

- Conference rm.#112, ceiling mount receptacle for projector not installed.
- Conference rm.#112, floor outlet/data not installed as indicated on plans.
- GFI outlet installation incomplete at RR #115.
- Kitchenette - all receptacles above counter shall be GFI type as indicated on plans.
- All exposed exterior conduit not used shall be capped.

Plumbing:

- Water closet not installed in in RR#114.
- Water closet and floor drain cover not installed in RR#107.
- In Jan. Rm.#106, the spout is low. Plumbing details indicates to be 36". Relocate as indicated on plans.
- Mission hop hangers, hose, and hose brackets on mop sink.
- In Jan. Rm.#106, spout is missing hose and vacuum breaker.
- In Jan. Rm.#106, missing water heater.
- Shower fixtures not installed at time of visit.
- Main water service line entrance, missing aluminum jacket as indicated on plumbing details.
- Provide water test report.
- Shop interior hose bibs not as scheduled.
- Missing air hose reels in shop compressed air lines
- Trap primer for locker room drains cannot be provided as installed. Provide as indicated on plans.

AI-47524 **Purchasing Department 19. D. 1.**

CC - REGULAR

Meeting Date: 12/02/2014

Submitted For: Comm.Joseph Palacios, HC Pct.#4 **Submitted By:** Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Authority and approval to enter into an Interlocal Agreement between Hidalgo County and Texas A&M University to establish an Hidalago County- San Carlos Community Resource Center in Precinct #4.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Email from A&M-11-25-14

agreement

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/25/2014 11:40 AM
Budget & Management	Debbie Tamez	11/25/2014 11:50 AM
Glinda Pacheco	Glinda Pacheco	11/26/2014 04:28 PM
Auditor's Office	Monica Badillo	11/26/2014 05:14 PM

Form Started By: Yolanda Velasquez Started On: 11/21/2014 10:20 AM

Final Approval Date: 11/26/2014

Zimbra **yolanda.velasquez@co.hidalgo.tx.us**

Fwd: San Carlos Community Resource Center Interlocal

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us> Tue, Nov 25, 2014 11:15 AM

Subject : Fwd: San Carlos Community Resource Center Interlocal

To : Yolanda Velasquez <yolanda.velasquez@co.hidalgo.tx.us>

From: "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Cc: "chris trevino" <chris.trevino@co.hidalgo.tx.us>
Sent: Tuesday, November 25, 2014 11:08:59 AM
Subject: Fwd: San Carlos Community Resource Center Interlocal

FYI

Respectfully,

Lulu Lucio
Program Manager
Hidalgo County Precinct #4
Ph:956-292-7000 Ext. 4026
Fax:956-381-5905
maria.lucio@co.hidalgo.tx.us

From: "Laura Trevino" <ltrevino@arch.tamu.edu>
To: "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>
Cc: "chris trevino" <chris.trevino@co.hidalgo.tx.us>, "alicia rodriguez" <alicia.rodriguez@co.hidalgo.tx.us>, "gloria beltran" <gloria.beltran@co.hidalgo.tx.us>
Sent: Monday, November 24, 2014 4:27:57 PM
Subject: Re: San Carlos Community Resource Center Interlocal

9350 S. Presa St Ste 110
San Antonio, TX 78223

Sent from my iPad

On Nov 24, 2014, at 4:06 PM, "Maria Lucio" <maria.lucio@co.hidalgo.tx.us> wrote:

> Ms. Trevino,
>
> Thank you for your prompt response, we are working on the changes requested and would also like to request the physical mailing address for your State Director Oscar Munoz of Texas A&M University Colonias Program. If you could please get me this information as soon as possible, I would greatly appreciate it.
>
> Respectfully,
>
> *Lulu Lucio*
> Program Manager
> Hidalgo County Precinct #4
> Ph:956-292-7000 Ext. 4026
> Fax:956-381-5905
> maria.lucio@co.hidalgo.tx.us

From: "Laura Trevino" <ltrevino@arch.tamu.edu>
To: "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>
Cc: "chris trevino" <chris.trevino@co.hidalgo.tx.us>, "alicia rodriguez" <alicia.rodriguez@co.hidalgo.tx.us>, "gloria beltran" <gloria.beltran@co.hidalgo.tx.us>
Sent: Monday, November 24, 2014 2:57:10 PM
Subject: Re: San Carlos Community Resource Center Interlocal

Hello Ms Lucio

Thank you for sharing the draft inter-local agreement. As I reviewed the agreement it aligns with the original agreement between the University and County. What I would like to update is the Contact info and name. We are now Texas A&M University

Colonias Program (no longer CHUD) and our current State Director is Oscar Munoz.

If I can be of further assistance please let me know. Also, if it is going to be place on the agenda let me know so that I may be in the audience if any questions should arise.

Have a wonderful Thanksgiving holiday with your family & friends.

Respectfully,

Laura Trevino
Regional Director
Texas A&M University Colonias Program

Sent from my iPad

On Nov 24, 2014, at 2:44 PM, "Maria Lucio" <maria.lucio@co.hidalgo.tx.us> wrote:

> Good Afternoon Ms. Trevino,
>
> Attached is the Draft Interlocal for the San Carlos Community Resource Center. Please review and advise no later than Tuesday, November 25th by 5:00pm. Our next Commissioners' Court date is December 2nd and we would like to place it on agenda. Should you have any questions please let me know, thank you!
>
> Respectfully,
>
> *Lulu Lucio*
> Program Manager
> Hidalgo County Precinct #4
> Ph:956-292-7000 Ext. 4026
> Fax:956-381-5905
> maria.lucio@co.hidalgo.tx.us
>
> <Community Resource Center (1) agreement.docx>

INTERLOCAL AGREEMENT BETWEEN COUNTY OF HIDALGO AND TEXAS A&M UNIVERSITY ACTING BY AND THROUGH TEXAS A & M UNIVERSITY COLONIAS PROGRAM TO ESTABLISH A HIDALGO COUNTY PRECINCT 4 SAN CARLOS COMMUNITY RESOURCE CENTER

STATE OF TEXAS §

COUNTY OF HIDALGO §

This Agreement, made on the _____ day of _____, 2014, by and between Hidalgo County, a political subdivision of the State of Texas ("County") and Texas A&M University acting by and through Texas A & M University Colonias Program, an agency of the State of Texas ("University") is as follows:

W I T N E S S E T H

WHEREAS, County is in the process of constructing a multi-purpose Facility to provide a variety of services (the "Facility") to help improve the self-sufficiency, health and well-being of the residents of the colonia area known as San Carlos; and

WHEREAS, University has experience in assisting and operating multi-purpose facilities in counties;

WHEREAS, University desires to provide assistance in the operation of the Facility;

NOW THEREFORE, County and University in consideration of the mutual obligations herein and other good and valuable consideration the receipt of which is hereby acknowledge agree to utilize and manage the Facility pursuant to the terms, conditions and covenants set forth as follow, to wit:

1. County agrees that Facility will be made available, subject to scheduling and compliance with reasonable, lawful regulations promulgated by County, for a variety of Services (as hereinafter defined) that may be provided by county, state, federal and private not for profit entities. These Services shall include,

but are not necessarily limited to, education, health, human services, youth, elderly, housing, and job training programs.

2. County agrees to make the Facility available for all County residents and service providers without regard to race, age, sex, religion, national origin, or disability.
3. County may lease the Facility, at County's sole discretion, to one or more third parties (collectively "Third Party") and enter into leases or property management contract with such Third Party, so long as the use of Facility is limited to provision of Services as described herein above, and so long as the lease terms do not diminish this Agreement between University and County.
4. Maintenance and operating costs shall be paid by County, or its Third Party lessee, if any, and shall include but not be limited to: all utilities (electricity, water, sewer and garbage pickup), telephone (three lines minimum), office and cleaning supplies, custodial and maintenance activities, required for daily maintenance activities required for daily maintenance of toilet and kitchen fixtures, and periodic maintenance of plumbing systems, HVAC systems, electrical fixtures, doors, windows, floors, painting, roof repairs, handicap ramps and signage, and for provision of security (if determined by County to be necessary).
5. Following completion of the construction of the Facility and acceptance thereof by County, County shall be solely responsible for all maintenance, operation and supervision of Facility subject to numbered paragraph 7 herein below. Any requests by University to County concerning maintenance and operating supplies for Facility shall be reviewed expeditiously by County.
6. Salary for the Facility Director ("Center Director") shall be paid by County or Third Party (which Third Party must be approved by County and University).
7. For a minimum period of three (3) years after the beginning of regular operation of Facility, County shall, as owner of Facility, require Center Director to report to a representative of University, who will be the Center Director's direct supervisor for coordinating use of Facility for Services mentioned above. During such three (3) year period, County agrees to require

Center Director to consult with University's with respect to all aspects of operation of Facility. If University determines that Center Director has failed to perform satisfactorily, County and University agree that County shall consider University's recommendation that County replace the Center Director. During such three (3) year period, County and University agree to consider the recommendations of residents of the colonias in the San Carlos area serve by Facility and that these recommendations be received and considered as Center Director and University representative coordinate the uses of the space in Facility. At the conclusion of such three (3) year period, this item of this Agreement shall be reviewed by County and University and extended, if it is mutually agreed in writing.

8. University and County intend that Facility shall provide a place for the delivery of education, health, human services, youth, elderly, job training, housing and other programs in the colonia area of San Carlos. For a minimum period of three (3) years after beginning of regular operation of Facility, County shall only modify the uses of the Facility after consulting with University;
9. County shall require the Center Director to maintain records regarding use of Facility and seek from service providers records regarding use of Facility by service providers to the extent allowed by law or regulation. In addition, County agrees to provide University free access to Facility and Services on a monthly basis.
10. To the extent permitted by the laws and constitution of the State of Texas, University shall defend, indemnify and hold harmless County and all its officers, agents, employees and assignees from all suits, actions or other claims of any character brought for or on account of injury to persons and/or loss, theft, damage to or destruction of property of whatever kind or nature sustained by any person, persons or property on account of any intentional or negligent act committed by University, its agents or employees arising out of the performance of the services to be rendered under this contract, including any claims or suits by Contractors, regardless of whether such persons are or are not acting within the scope of their employment at the time.

11. To the extent permitted by the laws and constitution of the State of Texas and with mutual understanding that this indemnity obligation cannot be paid from current revenues and that no tax nor interest and sinking fund has been set, adopted or established for payment of this indemnity obligation, County shall defend, indemnify and hold harmless University and all its officers, agents, employees and assignees from all suits, actions or other claims of any characters brought for or on account of injury to persons and/or loss, theft, damage to or destruction of property whatever kind or nature sustained by any person, persons or property on account of any intention or negligent act committed by County, its agents or employees arising out of the performance of the services to be rendered under this agreement, including any claims or suits by contractors, regardless of whether such persons are or are not acting within the scope of their employment at the time.
12. For the purposes of this Agreement and all services to be provided hereunder, the parties shall be, and shall be deemed to be independent contractors and not agents or employees of the other party. Neither party shall have authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other party, except as may be explicitly provided for herein or authorized in writing; and
13. All notices or communications to either party by the other will be delivered personally or sent by U.S. registered or certified mail, postage prepaid, addressed to such party at the following respective addresses for each and will be deemed given on the date so delivered or so deposited in the mail unless otherwise provided herein:

FOR COUNTY OF HIDALGO:

Hidalgo County Commissioner Pct. 4
Attention: Joseph Palacios, Commissioner
1102 N. Doolittle Road
Edinburg, Texas 78539

FOR TEXAS A&M UNIVERSITY ACTING BY AND THROUGH TEXAS A & M UNIVERSITY COLONIAS PROGRAM:

Oscar Muñoz, Director
Texas A & M University Colonias Program
9350 South Presa Street, Suite 110
San Antonio, Texas 78223

14. The failure of either party at any time to require performance by the other party of any provision of this Agreement will in no way affect the right to require such performance at any time thereafter nor will the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself. If any provision of this Agreement is held to be invalid, illegal or unenforceable, then such provision will be severed and will not affect the remainder of this Agreement; and
15. This Agreement shall be in effect for a minimum period of three (3) years after date of signature ("Term"). At the conclusion of such three (3) year period, this Agreement shall be reviewed by County and University and extended, if it is mutually agreed in writing.
16. **Conflict of Applicable Law**: Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of 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 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.
17. **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.
18. **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 University and County, and not otherwise.

19. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.
20. **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.
21. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns where permitted by this Agreement.
22. **Assignment.** This Agreement shall not be assignable.
23. **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.
24. **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.
25. **Authority to Execute.** The execution and performance of this Agreement by University and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of University and County in accordance with its terms.
26. **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.

27. **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.

COUNTY OF HIDALGO, TEXAS

ATTEST:

By: _____
Ramon Garcia, County Judge

By: _____
Arturo Guajardo, Jr. County Clerk

TEXAS A&M UNIVERSITY

ATTEST:

By: _____
Dr. Ray M. Bowen, President

By: _____

AI-47515 **Purchasing Department 19. D. 2.**

CC - REGULAR

Meeting Date: 12/02/2014

Submitted By: Nielda Cavazos,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional architectural services.

B. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional architectural services for Pct No.4 "ON CALL SERVICES".

	ROFA Architects Services	ERO Architects services	Mata-Garcia Architects Services
Scores	94	96	98
Ranking			

C. Authority for the Purchasing Department to negotiate a professional contract with the No. 1 ranked firm _____for architectural services for Pct No.4 "ON CALL SERVICES".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-124-007-0-339

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

BUDGETARY IMPACT:

Funds available as of 11/24/14.

Attachments

grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Nielda Cavazos	11/20/2014 02:21 PM
Budget & Management	Debbie Tamez	11/21/2014 09:15 AM
Glinda Pacheco	Glinda Pacheco	11/24/2014 10:44 AM
Auditor's Office	Monica Badillo	11/26/2014 05:14 PM

Form Started By: Nielda Cavazos Started On: 11/20/2014 02:13 PM

Final Approval Date: 11/26/2014

HIDALGO COUNTY PRECINCT NO 4

FOR

Professional Architectural Services

(On call as needed)

Scoring & Evaluation GRID

Architectural Services

Total Scores	ROFA Architects Services	ERO Architects Services	Mata-Garcia Architects Services
Evaluator 1	94	96	98
RANKING			

*Scoring & Evaluation was completed by Pct No 4 *

AI-47474 **Purchasing Department 19. D. 3.**

CC - REGULAR

Meeting Date: 12/02/2014

Submitted For: Marty Salazar **Submitted By:** Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (a) (7) (C) to provide utility construction to enable electric power.

b. Approval to issue payment to Magic Valley Cooperative, Inc (MVEC) in the amount of $4,634.40 through issuance of a purchase order. Magic Valley Electric Cooperative has facilities in place to provide construction services to extend 3 phase overhead and underground to serve Linn-San Manuel Emergency Service Facility.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1301-419-40-124-136-0-720

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

BUDGETARY IMPACT:

Req # 266634

Attachments

Magic Valley Electric Invoice/Quote and Letter

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	11/24/2014 11:07 AM
Budget & Management	Debbie Tamez	11/24/2014 11:19 AM
Glinda Pacheco	Glinda Pacheco	11/24/2014 03:05 PM
Auditor's Office	Monica Badillo	11/26/2014 05:14 PM

Form Started By: Moises Salazar Started On: 11/18/2014

Final Approval Date: 11/26/2014

Pct 1221
Req 266634
PO

MVEC

Magic Valley Electric Cooperative, Inc.

Your Touchstone Energy® Cooperative
The power of human connections

P.O. Box 267 • Mercedes, Texas 78570
Phone: 1-866-225-5683 • Fax (956) 289-4160 • www.magicvalley.coop

INVOICE

21109 10-30-2014

HIDALGO COUNTY PCT# 4
1051 N. DOOLITTLE RD
EDINBURG, TEXAS

78542

1524-001

Hidalgo County Pct#4 OCT 31 2014 Edinburg, Texas 78542

DESC	QTY	U/M	PRICE	TOTAL
BALANCE FORWARD				.00
cost estimate to extend 3 phase overhead and underground t serve		EA	4634.40	4634.40

28080

Linn-San Manuel emergency facilities
w/o# 5153019

Hidalgo County Pct#4 NOV 06 2014 Edinburg, Texas 78542

INVOICE TOTAL	4634.40
ACCOUNT BALANCE	4634.40

11/6/14 As per Marcos Lopez, funding has been approved. /gesse O.

QUOTE

INVOICE NUMBER 21109
INVOICE DATE 10-30-2014

1524-001

ACCOUNT BALANCE 4634.40

HIDALGO COUNTY PCT# 4
1051 N. DOOLITTLE RD
EDINBURG, TEXAS

78542

Return this Portion with Payment

Magic Valley MVEC Electric Cooperative

A Touchstone Energy® Cooperative
The power of human connections®

John W. Herrera, General Manager

Tuesday November 18, 2014

Hidalgo County PCT 4
1051 N Doolittle Rd.
Edinburg TX 78539

Re: Linn San Manuel Emergency Service Facility

Mr. Jesse Ozuna

Magic Valley Electric Cooperative (MVEC) has reviewed your information regarding the location for the above mentioned development. M.V.E.C. is the sole provider for the Linn San Manuel Service Facility on the south east corner of U.S. 281 and S.H. 186 in Linn, Texas. MVEC has facilities in place to provide service to the development. Please be advised that there may be aid in construction involved in order to provide service.

I look forward to working with you on this project. If you need additional information about our service to a Linn San Manuel Service Facility, you may contact me at the following number (956) 289-4048 or (956) 463-7457. Thank you.

Sincerely,

Juan C Hernandez
Field Service Representative III
Magic Valley Electric Cooperative
2910 West Montecristo Road
Edinburg Tx, 78535
(956)289-4048 office
(956)463-7457 mobile
(956)289-4092 fax
juanhernandez@magicvalley.coop

11/18/14

AI-47509 **Purchasing Department** **19. E. 1.**

CC - REGULAR

Meeting Date: 12/02/2014

Submitted For: Martha L. Salazar, HC PA **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

CONSTABLE PRECINCT ONE:

a) Acceptance and approval of revised Pay Application #12 as final retainage (previously approved by cc on 07/08/14-AI#45292) with the new amount of $41,403.57 that is including the 5% percent retainage of Pay Application #13 and as submitted by Holchemont LTD, awarded vendor (AIA Contract #C-12-028-07-24) for the Construction of a New Constable Building" in Precinct One and as certified for payment by project architect, Alcocer Garcia Associates thus allowing Auditor's Office to issue and release payment pursuant to court's action;

b) Ratification and approval declaring the AIA, Article 9.10.2 (2,3,5) dealing with maintenance of insurance by the general contractor until final payment became moot as County occupied building, insured it and no construction took place while final payments processed.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 1342-206-00-000-010-0-000

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

BUDGETARY IMPACT:

Funds available as of 11/24/14.

FISCAL YEAR: 2014 **ACCT. #:** 1336-206-00-000-007-0-000

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

BUDGETARY IMPACT:

Funds available as of 11/24/14.

FISCAL YEAR: 2014 **ACCT. #:** 1100-206-00-000-013-0-000

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

BUDGETARY IMPACT:

Funds available as of 11/24/14.

Attachments

REVISED PAY APP 12

ARTICLE 9.10.2

PREVIOUS AGENDA

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	11/24/2014 11:10 AM
Budget & Management	Debbie Tamez	11/24/2014 11:23 AM
Glinda Pacheco	Glinda Pacheco	11/24/2014 01:49 PM
Auditor's Office	Monica Badillo	11/26/2014 05:14 PM

Form Started By: Vangie Garcia Started On: 11/20/2014 09:06 AM

Final Approval Date: 11/26/2014

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER:
COUNTY OF HIDALGO
2801 S BUS HWY 281
EDINBURG, TEXAS 78539

FROM CONTRACTOR:
HOLCHEMONT, LTD.
900 N. MAIN ST.
MCALLEN, TEXAS 78501-4327

PROJECT: HIDALGO CO PCT 1
NEW CONSTABLES' OFFICE
1900 Joe Stephens

VIA ARCHITECT:
Alcocer Garcia & Associates
1333 Jasmine
McAllen, TX 78501

APPLICATION NO: 12-Revised***

PERIOD TO: December 31, 2013

PROJECT NOS: 1207-PCT-19

CONTRACT DATE: Aug. 7, 2012

Distribution to:
- [X] OWNER
- [X] ARCHITECT
- [ ] CONTRACTOR
- [ ]
- [ ]

SUB-CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. **ORIGINAL CONTRACT SUM**		$ 724,000.00
2. Net change by Change Orders		$ 104,071.32
3. **CONTRACT SUM TO DATE** (Line 1 ± 2)		$ 828,071.32
4. **TOTAL COMPLETED & STORED TO DATE** (Column G on G703)		$ 828,071.32
5. **RETAINAGE:**		
a. 5 % of Completed Work (Column D + E on G703)	$ 41,403.57	
b. 0 % of Stored Material (Column F on G703)	$ $0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 41,403.57
6. **TOTAL EARNED LESS RETAINAGE** (Line 4 Less Line 5 Total)		$ 786,667.75
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)**		$ 786,667.75
8. **CURRENT PAYMENT DUE**		$ 41,403.57
9. **BALANCE TO FINISH, INCLUDING RETAINAGE** (Line 3 less Line 6)		$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$104,071.32	
Total approved this Month	$0.00	
TOTALS	$104,071.32	
NET CHANGES by Change Order	$104,071.32	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

REVISED

GENERAL CONTRACTOR:

By: _____ Date: 19NOV14

State of: TEXAS County of: HIDALGO

Subscribed and sworn to before me this 19 NOV day of 2014

Notary Public: Rowanne Palmer

My Commission expires: Jan 18 2016

LORI ANN PALMER
Notary Public, State of Texas
My Commission Expires
January 18, 2016

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ 41,403.57

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: 11-19-14

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

HIDALGO COUNTY PRECINCT 1 - NEW CONSTABLES' OFFICES					AIA DOCUMENT G703			PAGE 2 OF 4 PAGES	
AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing						APPLICATION NO:		12***	
Contractor's signed certification is attached.						APPLICATION DATE:		31-Dec-13	
In tabulations below, amounts are stated to the nearest dollar.						PERIOD TO:		31-Dec-13	
Use Column I on Contracts where variable retainage for line items may apply.						ARCHITECT'S PROJECT NO:		2012-028-05-09MSS	
A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1	Architect Allowance	$5,000.00	$5,000.00	$0.00		$5,000.00	100.00%	$0.00	$250.00
2	Plumbing Allowance	$2,800.00	$2,800.00	$0.00		$2,800.00	100.00%	$0.00	$140.00
3	Insurance & PPBond	$18,916.86	$18,916.86	$0.00		$18,916.86	100.00%	$0.00	$945.84
4	GC Fee	$44,157.00	$44,157.00	$0.00		$44,157.00	100.00%	$0.00	$2,207.85
5	General Conditions	$57,578.14	$57,578.14	$0.00		$57,578.14	100.00%	$0.00	$2,878.91
6	Bld. Pad. - Excavation	$1,500.00	$1,500.00	$0.00		$1,500.00	100.00%	$0.00	$75.00
7	Bld. Pad - Fill	$4,831.00	$4,831.00	$0.00		$4,831.00	100.00%	$0.00	$241.55
8	Concrete Materials	$11,620.00	$11,620.00	$0.00		$11,620.00	100.00%	$0.00	$581.00
9	Concrete Rebar SOG	$10,000.00	$10,000.00	$0.00		$10,000.00	100.00%	$0.00	$500.00
10	Concrete Rebar Masonry	$9,118.00	$9,118.00	$0.00		$9,118.00	100.00%	$0.00	$455.90
11	Concrete Accessories	$1,900.00	$1,900.00	$0.00		$1,900.00	100.00%	$0.00	$95.00
12	Concrete Labor SOG	$10,300.00	$10,300.00	$0.00		$10,300.00	100.00%	$0.00	$515.00
13	Concrete Labor Flat Work	$5,000.00	$5,000.00	$0.00		$5,000.00	100.00%	$0.00	$250.00
14	Termite Treatment	$571.00	$571.00	$0.00		$571.00	100.00%	$0.00	$28.55
15	Masonry Materials	$22,000.00	$22,000.00	$0.00		$22,000.00	100.00%	$0.00	$1,100.00
16	Masonry Labor	$22,600.00	$22,600.00	$0.00		$22,600.00	100.00%	$0.00	$1,130.00
17	Structural Steel Erection	$5,924.00	$5,924.00	$0.00		$5,924.00	100.00%	$0.00	$296.20
18	Structural Steel Materials	$11,590.00	$11,590.00	$0.00		$11,590.00	100.00%	$0.00	$579.50
19	Structural Steel Joists & Deck	$13,664.00	$13,664.00	$0.00		$13,664.00	100.00%	$0.00	$683.20
20	Canopy Labor	$2,500.00	$2,500.00	$0.00		$2,500.00	100.00%	$0.00	$125.00
21	Canopy Materials	$3,777.00	$3,777.00	$0.00		$3,777.00	100.00%	$0.00	$188.85
22	Rough Carpentry Labor	$3,500.00	$3,500.00	$0.00		$3,500.00	100.00%	$0.00	$175.00
23	Rough Carpentry Materials	$4,100.00	$4,100.00	$0.00		$4,100.00	100.00%	$0.00	$205.00
24	Doors & HM Frames	$9,900.00	$9,900.00	$0.00		$9,900.00	100.00%	$0.00	$495.00
25	Door & HM Frame Labor	$2,500.00	$2,500.00	$0.00		$2,500.00	100.00%	$0.00	$125.00
26	Finish Hardware	$10,967.00	$10,967.00	$0.00		$10,967.00	100.00%	$0.00	$548.35
27	Finish Hardware Labor	$3,000.00	$3,000.00	$0.00		$3,000.00	100.00%	$0.00	$150.00
28	Overhead Doors Materials	$3,500.00	$3,500.00	$0.00		$3,500.00	100.00%	$0.00	$175.00
29	Overhead Doors Labor	$1,167.00	$1,167.00	$0.00		$1,167.00	100.00%	$0.00	$58.35
30	Glass & Glazing Materials	$2,000.00	$2,000.00	$0.00		$2,000.00	100.00%	$0.00	$100.00
31	Glass & Glazing Labor	$1,656.00	$1,656.00	$0.00		$1,656.00	100.00%	$0.00	$82.80

HIDALGO COUNTY PRECINCT 1 - NEW CONSTABLES' OFFICES					AIA DOCUMENT G703			PAGE 3 OF 4 PAGES	
AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing						APPLICATION NO:		12***	
Contractor's signed certification is attached.						APPLICATION DATE:		31-Dec-13	
In tabulations below, amounts are stated to the nearest dollar.							PERIOD TO:	31-Dec-13	
Use Column I on Contracts where variable retainage for line items may apply.						ARCHITECT'S PROJECT NO:		2012-028-05-09MSS	
A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
32	Tile Flooring	$20,000.00	$20,000.00	$0.00		$20,000.00	100.00%	$0.00	$1,000.00
33	Tile Flooring Labor	$9,978.00	$9,978.00	$0.00		$9,978.00	100.00%	$0.00	$498.90
34	Tape & Float Materials	$2,500.00	$2,500.00	$0.00		$2,500.00	100.00%	$0.00	$125.00
35	Tape & Float Labor	$3,500.00	$3,500.00	$0.00		$3,500.00	100.00%	$0.00	$175.00
36	Painting Materials	$3,500.00	$3,500.00	$0.00		$3,500.00	100.00%	$0.00	$175.00
37	Painting Labor	$4,085.00	$4,085.00	$0.00		$4,085.00	100.00%	$0.00	$204.25
38	Millwork Materials	$3,000.00	$3,000.00	$0.00		$3,000.00	100.00%	$0.00	$150.00
39	Millwork Labor	$2,508.00	$2,508.00	$0.00		$2,508.00	100.00%	$0.00	$125.40
40	Gyp Assemblies Materials	$15,685.00	$15,685.00	$0.00		$15,685.00	100.00%	$0.00	$784.25
41	Gyp Assemblies Labor	$14,302.00	$14,302.00	$0.00		$14,302.00	100.00%	$0.00	$715.10
42	Concrete Pump	$2,000.00	$2,000.00	$0.00		$2,000.00	100.00%	$0.00	$100.00
43	Fence & Gates Materials	$1,500.00	$1,500.00	$0.00		$1,500.00	100.00%	$0.00	$75.00
44	Fence & Gates Labor	$590.00	$590.00	$0.00		$590.00	100.00%	$0.00	$29.50
45	Restroom Accessories	$1,750.00	$1,750.00	$0.00		$1,750.00	100.00%	$0.00	$87.50
46	Restroom Accessories Labor	$800.00	$800.00	$0.00		$800.00	100.00%	$0.00	$40.00
47	Wet Fire Sprinkler Materials	$12,000.00	$12,000.00	$0.00		$12,000.00	100.00%	$0.00	$600.00
48	Wet Fire Sprinkler Labor	$6,284.00	$6,284.00	$0.00		$6,284.00	100.00%	$0.00	$314.20
49	HVAC Duct Materials	$18,020.00	$18,020.00	$0.00		$18,020.00	100.00%	$0.00	$901.00
50	HVAC Labor	$33,532.00	$33,532.00	$0.00		$33,532.00	100.00%	$0.00	$1,676.60
51	HVAC Equip Materials	$5,073.00	$5,073.00	$0.00		$5,073.00	100.00%	$0.00	$253.65
52	HVAC Equip Labor	$2,500.00	$2,500.00	$0.00		$2,500.00	100.00%	$0.00	$125.00
53	Test & Balance	$3,950.00	$3,950.00	$0.00		$3,950.00	100.00%	$0.00	$197.50
54	Plumbing Rough IN	$11,000.00	$11,000.00	$0.00		$11,000.00	100.00%	$0.00	$550.00
55	Plumbing Lines & Vents	$16,000.00	$16,000.00	$0.00		$16,000.00	100.00%	$0.00	$800.00
56	Plumbing Fixutres	$5,500.00	$5,500.00	$0.00		$5,500.00	100.00%	$0.00	$275.00
57	Electrical Materials	$63,566.00	$63,566.00	$0.00		$63,566.00	100.00%	$0.00	$3,178.30
58	Generator	$42,202.00	$42,202.00	$0.00		$42,202.00	100.00%	$0.00	$2,110.10
59	Electrical Labor	$31,943.00	$31,943.00	$0.00		$31,943.00	100.00%	$0.00	$1,597.15
60	Fire Alarm	$15,000.00	$15,000.00	$0.00		$15,000.00	100.00%	$0.00	$750.00
61	Security Alarm	$7,500.00	$7,500.00	$0.00		$7,500.00	100.00%	$0.00	$375.00
62	Roofing Materials	$32,000.00	$32,000.00	$0.00		$32,000.00	100.00%	$0.00	$1,600.00

HIDALGO COUNTY PRECINCT 1 - NEW CONSTABLES' OFFICES					AIA DOCUMENT G703			PAGE 4 OF 4 PAGES	
AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing						APPLICATION NO:		12***	
Contractor's signed certification is attached.						APPLICATION DATE:		31-Dec-13	
In tabulations below, amounts are stated to the nearest dollar.						PERIOD TO:		31-Dec-13	
Use Column I on Contracts where variable retainage for line items may apply.						ARCHITECT'S PROJECT NO:		2012-028-05-09MSS	
A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
63	Roofing Labor	$18,000.00	$18,000.00	$0.00		$18,000.00	100.00%		$900.00
64	Building Signage	$3,095.00	$3,095.00	$0.00		$3,095.00	100.00%		$154.75
65	Building Signage Labor	$1,000.00	$1,000.00	$0.00		$1,000.00	100.00%		$50.00
66	Dampproofing Materials	$1,000.00	$1,000.00	$0.00		$1,000.00	100.00%		$50.00
67	Dampproofing Labor	$1,500.00	$1,500.00	$0.00		$1,500.00	100.00%		$75.00
	Change Order 1	$47,697.86	$47,697.86	$0.00		$47,697.86	100.00%		$2,384.89
	Change Order 2 (Arch Allow Deduct)								
	Change Order 3	$28,430.33	$28,430.33	$0.00		$28,430.33	100.00%		$1,421.52
	Change Order 4	$7,720.13	$7,720.13	$0.00		$7,720.13	100.00%		$38.60
	Change Order 5	$20,223.00	$20,223.00	$0.00		$20,223.00	100.00%		$1,011.15
	GRAND TOTALS	$828,071.32	$828,071.32	$0.00	$0.00	$828,071.32	100.00%	$0.00	$41,403.57

HOLCHEMONT, LTD.

900 north main street mcallen texas 78501 | T: 956 686 2901 F: 956 686 2925 | info@holchemont.com

CERTIFICATE OF ASBESTOS-FREE CONSTRUCTION

September 04, 2014

County of Hidalgo
1615 South Closner, Suite J
Edinburg, Texas 78539

This letter hereby certifies that all materials used in the construction of the following Project: Construction of a New Constable Precinct No. 1 Offices contain less than 0.10 by weight of asbestos and for which it can be demonstrated that, under reasonably foreseeable job site conditions, will not release asbestos fibers in excess of 0.1 fibers per cubic centimeter.

Furthermore, should asbestos fibers be found at this Project in concentrations greater than 0.1 fibers per cubic centimeter, Holchemont, Ltd. shall be responsible for determining which materials contain asbestos fibers and shall take corrective action to remove those materials from the Project at no additional cost to the Owner.

By: Holchemont, Ltd.

By: Holchemont Management, LLC.

Michael C. Montalvo, Manager

Michael C. Montalvo, President

Michael C. Montalvo, Treasurer

Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 faulty or defective Work appearing after Substantial Completion.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 16:56:15 on 07/20/2012 under Order No.1180968477_1 which expires on 03/20/2013, and is not for resale.
User Notes: (959998329)

APPROVED

AI-45292 **Purchasing Department 30. B. 1.**

CC - REGULAR

Meeting Date: 07/08/2014

Submitted For: Comm. AC Cuellar, HC-Pct. 3

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of request for release of:

A. Payment Application No. 12 (Retainage) - $ 40,006.41; and,
B. Payment Application #13 (final)- $27,943.13 through PO#707013

as submitted by **Holchemont LTD**, awarded vendor (AIA Contract #C-12-028-07-24) for the **"Construction "Construction of a New Constable Building"** in Precinct #1 as certified for payment by project architect, Alcocer Garcia Associates (which includes the acceptance of the punch-list status document) and sign-offs by D. Flores-Bldg. Maint. Mgr. & Constable, Pct. #1 with authority for County Treasurer to issue payment after County Auditor's review and processing procedures are completed.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 1336-421-00-220-042-0-739

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

BUDGETARY IMPACT:

Funds available through PO#707013.

FISCAL YEAR: 2014 ACCT. #: 1100-419-40-220-001-0-431

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

BUDGETARY IMPACT:

Funds available through PO#707013.

FISCAL YEAR: 2014 ACCT. #: 1336-206-00-000-007-0-000

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

BUDGETARY IMPACT:

Funds available through PO#680750.

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Acct. #4-1336-206-00-000-007-0-000 is for Pay App #12 (Retainage)
Acct. #'s 4-1336-421-00-220-042-0-739 and 4-1100-419-40-220-001-0-431 (PO#707013) is for Pay App #13.

Attachments

Pay App #12 (retainage)

Pay App #13 (final)

Punch-List Status Form

Architect's Notice of Confirmation of Pay Apps/Punchlist

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/03/2014 12:10 PM
Budget & Management	Debbie Tamez	07/03/2014 01:19 PM
Glinda Pacheco	Glinda Pacheco	07/03/2014 02:00 PM
Purchasing Department	Marty Salazar	07/03/2014 12:10 PM
Budget & Management	Debbie Tamez	07/03/2014 01:19 PM
Glinda Pacheco	Glinda Pacheco	07/03/2014 02:00 PM
Auditor's Office		

Form Started By: Vangie Garcia Started On: 07/01/2014 03:13 PM

July 8, 2014

SPECIAL MEETING - July 8, 2014

BE IT REMEMBERED, that on this 8th day of July A.D., 2014, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

HONORABLE RAMON GARCIA	**HIDALGO COUNTY JUDGE**
HONORABLE A.C. CUELLAR, JR.	**COMMISSIONER, PRECINCT NO. 1**
HONORABLE HECTOR "TITO" PALACIOS	**COMMISSIONER, PRECINCT NO. 2**
HONORABLE JOE M. FLORES	**COMMISSIONER, PRECINCT NO. 3**
HONORABLE JOSEPH PALACIOS	**COMMISSIONER, PRECINCT NO. 4**

and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:

On motion by COMMISSIONER PCT. 2, HECTOR PALACIOS, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS , the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

B. **Pct. 1**

1. **AI-45292** Acceptance and approval of request for release of:

A. Payment Application No. 12 (Retainage) - $ 40,006.41; and,
B. P ayment Application #13 (final) - $27,943.13 through PO#707013

as submitted by **Holchemont LTD** , awarded vendor (AIA Contract #C-12-028-07-24) for the **"Construction of a New Constable Building"** in Precinct #1 as certified for payment by project architect, Alcocer Garcia Associates (which includes the acceptance of the punch-list status document) and sign-offs by D. Flores-Bldg. Maint. Mgr. & Constable, Pct. #1 with authority for County Treasurer to issue payment after County Auditor's review and processing procedures are completed.

On motion by COMMISSIONER PCT. 2, HECTOR PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval subject to receipt of revised Pay Application 13 from the vendor in order to eliminate the recorded retainage amount.

Vote: 4 - 0 - Unanimously

C. **Pct. 2**

1. **AI-45295** Approval of the following requisitions listed for operating expenditures exceeding $7,500:

Program	Requisition No.	Vendor	Amount	Item
Pct 2 Equip. & Maint. Facility	259315	Petroleum Solutions Inc.	$12,612.07	Lube Pit Area Equipment
Pct 2 Equip. & Maint. Facility	259317	Petroleum Solutions Inc.	$32,384.89	Lube Equipment & Wall Tanks
Pct 2 Equip. & Maint. Facility	259404	Petroleum Solutions Inc.	$8,541.56	Air Compressor/Air Dryer
Pct 2 Pecina Road Project	259591	Frontera Materials, Inc.	$21,170.00	Asphalt
Pct 2 El Gato Rd Project	259593	Frontera Materials, Inc.	$104,748.00	Asphalt

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER:
COUNTY OF HIDALGO
2801 S BUS HWY 281
EDINBURG, TEXAS 78539

FROM CONTRACTOR:
HOLCHEMONT, LTD.
900 N. MAIN ST.
MCALLEN, TEXAS 78501-4327

PROJECT: HIDALGO CO PCT 1
NEW CONSTABLES' OFFICE
1900 Joe Stephens

VIA ARCHITECT:
Alcocer Garcia & Associates
1333 Jasmine
McAllen, TX 78501

APPLICATION NO: 12

PERIOD TO: December 31, 2013

PROJECT NOS: 1207-PCT-19

CONTRACT DATE: Aug. 7, 2012

Distribution to:
- [X] OWNER
- [X] ARCHITECT
- [ ] CONTRACTOR
- [ ]
- [ ]

SUB-CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 724,000.00
2. Net change by Change Orders		$ 76,128.19
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 800,128.19
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 800,128.19
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	$ 40,006.41	
b. 0 % of Stored Material (Column F on G703)	$ $0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 40,006.41
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 760,121.78
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 721,827.90
8. CURRENT PAYMENT DUE		$ 40,006.41
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$76,128.19	
Total approved this Month	$0.00	
TOTALS	$76,128.19	
NET CHANGES by Change Order	$76,128.19	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

GENERAL CONTRACTOR:

By: _____ Date: 06JAN14

State of: TEXAS County of: HIDALGO
Subscribed and sworn to before me this 6th day of JAN 2014
Notary Public: Kriana Hinojosa
My Commission expires: January 18, 2015

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED .....$ 40,006.41

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: George A Garcia Date: 3-6-14

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

HIDALGO COUNTY PRECINCT 1 - NEW CONSTABLES' OFFICES					AIA DOCUMENT G703			PAGE 2 OF 4 PAGES	
AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing						APPLICATION NO:		12	
Contractor's signed certification is attached.						APPLICATION DATE:		31-Dec-13	
In tabulations below, amounts are stated to the nearest dollar.						PERIOD TO:		31-Dec-13	
Use Column I on Contracts where variable retainage for line items may apply.						ARCHITECT'S PROJECT NO:		2012-028-05-09MSS	
A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1	Architect Allowance	$5,000.00	$5,000.00	$0.00		$5,000.00	100.00%	$0.00	$250.00
2	Plumbing Allowance	$2,800.00	$2,800.00	$0.00		$2,800.00	100.00%	$0.00	$140.00
3	Insurance & PPBond	$18,916.86	$18,916.86	$0.00		$18,916.86	100.00%	$0.00	$945.84
4	GC Fee	$44,157.00	$44,157.00	$0.00		$44,157.00	100.00%	$0.00	$2,207.85
5	General Conditions	$57,578.14	$57,578.14	$0.00		$57,578.14	100.00%	$0.00	$2,878.91
6	Bld. Pad. - Excavation	$1,500.00	$1,500.00	$0.00		$1,500.00	100.00%	$0.00	$75.00
7	Bld. Pad - Fill	$4,831.00	$4,831.00	$0.00		$4,831.00	100.00%	$0.00	$241.55
8	Concrete Materials	$11,620.00	$11,620.00	$0.00		$11,620.00	100.00%	$0.00	$581.00
9	Concrete Rebar SOG	$10,000.00	$10,000.00	$0.00		$10,000.00	100.00%	$0.00	$500.00
10	Concrete Rebar Masonry	$9,118.00	$9,118.00	$0.00		$9,118.00	100.00%	$0.00	$455.90
11	Concrete Accessories	$1,900.00	$1,900.00	$0.00		$1,900.00	100.00%	$0.00	$95.00
12	Concrete Labor SOG	$10,300.00	$10,300.00	$0.00		$10,300.00	100.00%	$0.00	$515.00
13	Concrete Labor Flat Work	$5,000.00	$5,000.00	$0.00		$5,000.00	100.00%	$0.00	$250.00
14	Termite Treatment	$571.00	$571.00	$0.00		$571.00	100.00%	$0.00	$28.55
15	Masonry Materials	$22,000.00	$22,000.00	$0.00		$22,000.00	100.00%	$0.00	$1,100.00
16	Masonry Labor	$22,600.00	$22,600.00	$0.00		$22,600.00	100.00%	$0.00	$1,130.00
17	Structural Steel Erection	$5,924.00	$5,924.00	$0.00		$5,924.00	100.00%	$0.00	$296.20
18	Structural Steel Materials	$11,590.00	$11,590.00	$0.00		$11,590.00	100.00%	$0.00	$579.50
19	Structural Steel Joists & Deck	$13,664.00	$13,664.00	$0.00		$13,664.00	100.00%	$0.00	$683.20
20	Canopy Labor	$2,500.00	$2,500.00	$0.00		$2,500.00	100.00%	$0.00	$125.00
21	Canopy Materials	$3,777.00	$3,777.00	$0.00		$3,777.00	100.00%	$0.00	$188.85
22	Rough Carpentry Labor	$3,500.00	$3,500.00	$0.00		$3,500.00	100.00%	$0.00	$175.00
23	Rough Carpentry Materials	$4,100.00	$4,100.00	$0.00		$4,100.00	100.00%	$0.00	$205.00
24	Doors & HM Frames	$9,900.00	$9,900.00	$0.00		$9,900.00	100.00%	$0.00	$495.00
25	Door & HM Frame Labor	$2,500.00	$2,500.00	$0.00		$2,500.00	100.00%	$0.00	$125.00
26	Finish Hardware	$10,967.00	$10,967.00	$0.00		$10,967.00	100.00%	$0.00	$548.35
27	Finish Hardware Labor	$3,000.00	$3,000.00	$0.00		$3,000.00	100.00%	$0.00	$150.00
28	Overhead Doors Materials	$3,500.00	$3,500.00	$0.00		$3,500.00	100.00%	$0.00	$175.00
29	Overhead Doors Labor	$1,167.00	$1,167.00	$0.00		$1,167.00	100.00%	$0.00	$58.35
30	Glass & Glazing Materials	$2,000.00	$2,000.00	$0.00		$2,000.00	100.00%	$0.00	$100.00
31	Glass & Glazing Labor	$1,656.00	$1,656.00	$0.00		$1,656.00	100.00%	$0.00	$82.80

HIDALGO COUNTY PRECINCT 1 - NEW CONSTABLES' OFFICES					AIA DOCUMENT G703			PAGE 3 OF 4 PAGES	
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32	Tile Flooring	$20,000.00	$20,000.00	$0.00	$0.00	$20,000.00	100.00%	$0.00	$1,000.00
33	Tile Flooring Labor	$9,978.00	$9,978.00	$0.00		$9,978.00	100.00%	$0.00	$498.90
34	Tape & Float Materials	$2,500.00	$2,500.00	$0.00		$2,500.00	100.00%	$0.00	$125.00
35	Tape & Float Labor	$3,500.00	$3,500.00	$0.00		$3,500.00	100.00%	$0.00	$175.00
36	Painting Materials	$3,500.00	$3,500.00	$0.00		$3,500.00	100.00%	$0.00	$175.00
37	Painting Labor	$4,085.00	$4,085.00	$0.00		$4,085.00	100.00%	$0.00	$204.25
38	Millwork Materials	$3,000.00	$3,000.00	$0.00		$3,000.00	100.00%	$0.00	$150.00
39	Millwork Labor	$2,508.00	$2,508.00	$0.00		$2,508.00	100.00%	$0.00	$125.40
40	Gyp Assemblies Materials	$15,685.00	$15,685.00	$0.00		$15,685.00	100.00%	$0.00	$784.25
41	Gyp Assemblies Labor	$14,302.00	$14,302.00	$0.00		$14,302.00	100.00%	$0.00	$715.10
42	Concrete Pump	$2,000.00	$2,000.00	$0.00		$2,000.00	100.00%	$0.00	$100.00
43	Fence & Gates Materials	$1,500.00	$1,500.00	$0.00		$1,500.00	100.00%	$0.00	$75.00
44	Fence & Gates Labor	$590.00	$590.00	$0.00		$590.00	100.00%	$0.00	$29.50
45	Restroom Accessories	$1,750.00	$1,750.00	$0.00		$1,750.00	100.00%	$0.00	$87.50
46	Restroom Accessories Labor	$800.00	$800.00	$0.00		$800.00	100.00%	$0.00	$40.00
47	Wet Fire Sprinkler Materials	$12,000.00	$12,000.00	$0.00		$12,000.00	100.00%	$0.00	$600.00
48	Wet Fire Sprinkler Labor	$6,284.00	$6,284.00	$0.00		$6,284.00	100.00%	$0.00	$314.20
49	HVAC Duct Materials	$18,020.00	$18,020.00	$0.00		$18,020.00	100.00%	$0.00	$901.00
50	HVAC Labor	$33,532.00	$33,532.00	$0.00		$33,532.00	100.00%	$0.00	$1,676.60
51	HVAC Equip Materials	$5,073.00	$5,073.00	$0.00		$5,073.00	100.00%	$0.00	$253.65
52	HVAC Equip Labor	$2,500.00	$2,500.00	$0.00		$2,500.00	100.00%	$0.00	$125.00
53	Test & Balance	$3,950.00	$3,950.00	$0.00		$3,950.00	100.00%	$0.00	$197.50
54	Plumbing Rough IN	$11,000.00	$11,000.00	$0.00		$11,000.00	100.00%	$0.00	$550.00
55	Plumbing Lines & Vents	$16,000.00	$16,000.00	$0.00		$16,000.00	100.00%	$0.00	$800.00
56	Plumbing Fixutres	$5,500.00	$5,500.00	$0.00		$5,500.00	100.00%	$0.00	$275.00
57	Electrical Materials	$63,566.00	$63,566.00	$0.00		$63,566.00	100.00%	$0.00	$3,178.30
58	Generator	$42,202.00	$42,202.00	$0.00		$42,202.00	100.00%	$0.00	$2,110.10
59	Electrical Labor	$31,943.00	$31,943.00	$0.00		$31,943.00	100.00%	$0.00	$1,597.15
60	Fire Alarm	$15,000.00	$15,000.00	$0.00		$15,000.00	100.00%	$0.00	$750.00
61	Security Alarm	$7,500.00	$7,500.00	$0.00		$7,500.00	100.00%	$0.00	$375.00
62	Roofing Materials	$32,000.00	$32,000.00	$0.00		$32,000.00	100.00%	$0.00	$1,600.00

HIDALGO COUNTY PRECINCT 1 - NEW CONSTABLES' OFFICES					AIA DOCUMENT G703			PAGE 4 OF 4 PAGES	
AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing						APPLICATION NO:		12	
Contractor's signed certification is attached.						APPLICATION DATE:		31-Dec-13	
In tabulations below, amounts are stated to the nearest dollar.						PERIOD TO:		31-Dec-13	
Use Column I on Contracts where variable retainage for line items may apply.						ARCHITECT'S PROJECT NO:		2012-028-05-09MSS	
A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
63	Roofing Labor	$18,000.00	$18,000.00	$0.00		$18,000.00	100.00%		$900.00
64	Building Signage	$3,095.00	$3,095.00	$0.00		$3,095.00	100.00%		$154.75
65	Building Signage Labor	$1,000.00	$1,000.00	$0.00		$1,000.00	100.00%		$50.00
66	Dampproofing Materials	$1,000.00	$1,000.00	$0.00		$1,000.00	100.00%	$0.00	$50.00
67	Dampproofing Labor	$1,500.00	$1,500.00	$0.00		$1,500.00	100.00%	$0.00	$75.00
	Change Order 1	$47,697.86	$47,697.86	$0.00		$47,697.86	100.00%		$2,384.89
	Change Order 2 (Arch Allow Deduct)								
	Change Order 3	$28,430.33	$28,430.33	$0.00		$28,430.33	100.00%	$0.00	$1,421.52
	GRAND TOTALS	$800,128.19	$800,128.19	$0.00	$0.00	$800,128.19	100.00%	$0.00	$40,006.41

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER:
COUNTY OF HIDALGO
2801 S BUS HWY 281
EDINBURG, TEXAS 78539

FROM CONTRACTOR:
HOLCHEMONT, LTD.
900 N. MAIN ST.
MCALLEN, TEXAS 78501-4327

PROJECT: HIDALGO CO PCT 1
NEW CONSTABLES' OFFICE
1900 Joe Stephens

VIA ARCHITECT:
Alcocer Garcia & Associates
1333 Jasmine
McAllen, TX 78501

APPLICATION NO: 13

PERIOD TO: Apr. 30, 2014

PROJECT NOS: 1207-PCT-19

CONTRACT DATE: Aug. 7, 2012

Distribution to:

X	OWNER
X	ARCHITECT
	CONTRACTOR

SUB-CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 724,000.00
2. Net change by Change Orders		$ 104,071.32
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 828,071.32
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 828,071.32
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	$ 41,403.57	
b. 0 % of Stored Material (Column F on G703)	$ $0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 41,403.57
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 786,667.75
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 800,128.19
8. CURRENT PAYMENT DUE		$ 27,943.13
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$104,071.32	
Total approved this Month	$0.00	$0.00
TOTALS	$104,071.32	
NET CHANGES by Change Order	$104,071.32	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

GENERAL CONTRACTOR:

By: _____ Date: 14 may 14

State of: _____ County of: _____

Subscribed and sworn to before me this _____ day of _____

Notary Public: _____

My Commission expires: _____

SAMANTHA N. GUERRA
Notary Public, State of Texas
My Commission Expires
May 10, 2017

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 27,943.13

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: George A Garcia Date: 5-16-14

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

HIDALGO COUNTY PRECINCT 1 - NEW CONSTABLES' OFFICES					AIA DOCUMENT G703			PAGE 2 OF 4 PAGES	
AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing						APPLICATION NO:		13	
Contractor's signed certification is attached.						APPLICATION DATE:		30-Apr-14	
In tabulations below, amounts are stated to the nearest dollar.						PERIOD TO:		30-Apr-14	
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1	Architect Allowance	$5,000.00	$5,000.00	$0.00		$5,000.00	100.00%	$0.00	$250.00
2	Plumbing Allowance	$2,800.00	$2,800.00	$0.00		$2,800.00	100.00%	$0.00	$140.00
3	Insurance & PPBond	$18,916.86	$18,916.86	$0.00		$18,916.86	100.00%	$0.00	$945.84
4	GC Fee	$44,157.00	$44,157.00	$0.00		$44,157.00	100.00%	$0.00	$2,207.85
5	General Conditions	$57,578.14	$57,578.14	$0.00		$57,578.14	100.00%	$0.00	$2,878.91
6	Bld. Pad. - Excavation	$1,500.00	$1,500.00	$0.00		$1,500.00	100.00%	$0.00	$75.00
7	Bld. Pad - Fill	$4,831.00	$4,831.00	$0.00		$4,831.00	100.00%	$0.00	$241.55
8	Concrete Materials	$11,620.00	$11,620.00	$0.00		$11,620.00	100.00%	$0.00	$581.00
9	Concrete Rebar SOG	$10,000.00	$10,000.00	$0.00		$10,000.00	100.00%	$0.00	$500.00
10	Concrete Rebar Masonry	$9,118.00	$9,118.00	$0.00		$9,118.00	100.00%	$0.00	$455.90
11	Concrete Accessories	$1,900.00	$1,900.00	$0.00		$1,900.00	100.00%	$0.00	$95.00
12	Concrete Labor SOG	$10,300.00	$10,300.00	$0.00		$10,300.00	100.00%	$0.00	$515.00
13	Concrete Labor Flat Work	$5,000.00	$5,000.00	$0.00		$5,000.00	100.00%	$0.00	$250.00
14	Termite Treatment	$571.00	$571.00	$0.00		$571.00	100.00%	$0.00	$28.55
15	Masonry Materials	$22,000.00	$22,000.00	$0.00		$22,000.00	100.00%	$0.00	$1,100.00
16	Masonry Labor	$22,600.00	$22,600.00	$0.00		$22,600.00	100.00%	$0.00	$1,130.00
17	Structural Steel Erection	$5,924.00	$5,924.00	$0.00		$5,924.00	100.00%	$0.00	$296.20
18	Structural Steel Materials	$11,590.00	$11,590.00	$0.00		$11,590.00	100.00%	$0.00	$579.50
19	Structural Steel Joists & Deck	$13,664.00	$13,664.00	$0.00		$13,664.00	100.00%	$0.00	$683.20
20	Canopy Labor	$2,500.00	$2,500.00	$0.00		$2,500.00	100.00%	$0.00	$125.00
21	Canopy Materials	$3,777.00	$3,777.00	$0.00		$3,777.00	100.00%	$0.00	$188.85
22	Rough Carpentry Labor	$3,500.00	$3,500.00	$0.00		$3,500.00	100.00%	$0.00	$175.00
23	Rough Carpentry Materials	$4,100.00	$4,100.00	$0.00		$4,100.00	100.00%	$0.00	$205.00
24	Doors & HM Frames	$9,900.00	$9,900.00	$0.00		$9,900.00	100.00%	$0.00	$495.00
25	Door & HM Frame Labor	$2,500.00	$2,500.00	$0.00		$2,500.00	100.00%	$0.00	$125.00
26	Finish Hardware	$10,967.00	$10,967.00	$0.00		$10,967.00	100.00%	$0.00	$548.35
27	Finish Hardware Labor	$3,000.00	$3,000.00	$0.00		$3,000.00	100.00%	$0.00	$150.00
28	Overhead Doors Materials	$3,500.00	$3,500.00	$0.00		$3,500.00	100.00%	$0.00	$175.00
29	Overhead Doors Labor	$1,167.00	$1,167.00	$0.00		$1,167.00	100.00%	$0.00	$58.35
30	Glass & Glazing Materials	$2,000.00	$2,000.00	$0.00		$2,000.00	100.00%	$0.00	$100.00
31	Glass & Glazing Labor	$1,656.00	$1,656.00	$0.00		$1,656.00	100.00%	$0.00	$82.80

HIDALGO COUNTY PRECINCT 1 - NEW CONSTABLES' OFFICES					AIA DOCUMENT G703			PAGE 3 OF 4 PAGES	
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32	Tile Flooring	$20,000.00	$20,000.00	$0.00		$20,000.00	100.00%	$0.00	$1,000.00
33	Tile Flooring Labor	$9,978.00	$9,978.00	$0.00		$9,978.00	100.00%	$0.00	$498.90
34	Tape & Float Materials	$2,500.00	$2,500.00	$0.00		$2,500.00	100.00%	$0.00	$125.00
35	Tape & Float Labor	$3,500.00	$3,500.00	$0.00		$3,500.00	100.00%	$0.00	$175.00
36	Painting Materials	$3,500.00	$3,500.00	$0.00		$3,500.00	100.00%	$0.00	$175.00
37	Painting Labor	$4,085.00	$4,085.00	$0.00		$4,085.00	100.00%	$0.00	$204.25
38	Millwork Materials	$3,000.00	$3,000.00	$0.00		$3,000.00	100.00%	$0.00	$150.00
39	Millwork Labor	$2,508.00	$2,508.00	$0.00		$2,508.00	100.00%	$0.00	$125.40
40	Gyp Assemblies Materials	$15,685.00	$15,685.00	$0.00		$15,685.00	100.00%	$0.00	$784.25
41	Gyp Assemblies Labor	$14,302.00	$14,302.00	$0.00		$14,302.00	100.00%	$0.00	$715.10
42	Concrete Pump	$2,000.00	$2,000.00	$0.00		$2,000.00	100.00%	$0.00	$100.00
43	Fence & Gates Materials	$1,500.00	$1,500.00	$0.00		$1,500.00	100.00%	$0.00	$75.00
44	Fence & Gates Labor	$590.00	$590.00	$0.00		$590.00	100.00%	$0.00	$29.50
45	Restroom Accessories	$1,750.00	$1,750.00	$0.00		$1,750.00	100.00%	$0.00	$87.50
46	Restroom Accessories Labor	$800.00	$800.00	$0.00		$800.00	100.00%	$0.00	$40.00
47	Wet Fire Sprinkler Materials	$12,000.00	$12,000.00	$0.00		$12,000.00	100.00%	$0.00	$600.00
48	Wet Fire Sprinkler Labor	$6,284.00	$6,284.00	$0.00		$6,284.00	100.00%	$0.00	$314.20
49	HVAC Duct Materials	$18,020.00	$18,020.00	$0.00		$18,020.00	100.00%	$0.00	$901.00
50	HVAC Labor	$33,532.00	$33,532.00	$0.00		$33,532.00	100.00%	$0.00	$1,676.60
51	HVAC Equip Materials	$5,073.00	$5,073.00	$0.00		$5,073.00	100.00%	$0.00	$253.65
52	HVAC Equip Labor	$2,500.00	$2,500.00	$0.00		$2,500.00	100.00%	$0.00	$125.00
53	Test & Balance	$3,950.00	$3,950.00	$0.00		$3,950.00	100.00%	$0.00	$197.50
54	Plumbing Rough IN	$11,000.00	$11,000.00	$0.00		$11,000.00	100.00%	$0.00	$550.00
55	Plumbing Lines & Vents	$16,000.00	$16,000.00	$0.00		$16,000.00	100.00%	$0.00	$800.00
56	Plumbing Fixutres	$5,500.00	$5,500.00	$0.00		$5,500.00	100.00%	$0.00	$275.00
57	Electrical Materials	$63,566.00	$63,566.00	$0.00		$63,566.00	100.00%	$0.00	$3,178.30
58	Generator	$42,202.00	$42,202.00	$0.00		$42,202.00	100.00%	$0.00	$2,110.10
59	Electrical Labor	$31,943.00	$31,943.00	$0.00		$31,943.00	100.00%	$0.00	$1,597.15
60	Fire Alarm	$15,000.00	$15,000.00	$0.00		$15,000.00	100.00%	$0.00	$750.00
61	Security Alarm	$7,500.00	$7,500.00	$0.00		$7,500.00	100.00%	$0.00	$375.00
62	Roofing Materials	$32,000.00	$32,000.00	$0.00		$32,000.00	100.00%	$0.00	$1,600.00

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63	Roofing Labor	$18,000.00	$18,000.00	$0.00		$18,000.00	100.00%	$0.00	$900.00
64	Building Signage	$3,095.00	$3,095.00	$0.00		$3,095.00	100.00%	$0.00	$154.75
65	Building Signage Labor	$1,000.00	$1,000.00	$0.00		$1,000.00	100.00%	$0.00	$50.00
66	Dampproofing Materials	$1,000.00	$1,000.00	$0.00		$1,000.00	100.00%	$0.00	$50.00
67	Dampproofing Labor	$1,500.00	$1,500.00	$0.00		$1,500.00	100.00%	$0.00	$75.00
68	Change Order 1	$47,697.86	$47,697.86	$0.00		$47,697.86	100.00%	$0.00	$2,384.89
69	Change Order 2 (Arch Allow Deduct)								
70	Change Order 3	$28,430.33	$28,430.33	$0.00	$0.00	$28,430.33	100.00%	$0.00	$1,421.51
71	Change Order 4	$20,223.00	$0.00	$20,223.00	$0.00	$20,223.00	100.00%	$0.00	$0.00
72	Change Order 5	$7,720.13	$0.00	$7,720.13	$0.00	$7,720.13	100.00%	$0.00	$0.00
	GRAND TOTALS	$828,071.32	$800,128.19	$27,943.13	$0.00	$828,071.32	100.00%	$0.00	$0.00

AI-47528 **Purchasing Department 19. F. 1.**

CC - REGULAR

Meeting Date: 12/02/2014

Submitted For: Martha L. Salazar, HC-PAgnt. **Submitted By:** Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance of proposal submitted by RL Abatement, Inc. (thru county's participation with TIPS/TAPS Contract No. 1042414) for Asbestos Removal and Disposal at the Hidalgo County Clerk's Office, in the total amount of $13,443.87 as per specifications developed by project consultant AAMECC, LLC.
Asbestos Abatement project is scheduled to take place starting after 5 PM on Thursday, December 4th, and finished by 1:00 PM on Monday December 8th, 2014. County Clerk's Office will be closed while this project is in progress as announced to Commissioner's Court on November 18, 2014, by Mr. Arturo Guajardo, Hidalgo County Clerk.

BACKGROUND

Proposal includes an allowance for the estimated cost of fees for DSHS Notification in the amount of $464.00

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-415-40-180-001-0-XXX

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

BUDGETARY IMPACT:

Req# 267330

Attachments

Project Schedule

Proposal form RL Abatement-Revised

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/25/2014 11:29 AM
Budget & Management	Debbie Tamez	11/25/2014 11:52 AM
Obdett Calzada	Obdett Calzada	11/25/2014 04:58 PM
Budget & Management	Debbie Tamez	11/26/2014 08:01 AM
Auditor's Office	Monica Badillo	11/26/2014 05:14 PM

Form Started By: Moises Salazar Started On: 11/21/2014

Final Approval Date: 11/26/2014

PROJECT SCHEDULE

County Clerk's Office -ACM Abatement & Tiling Project Timeline

Date	Organization	Time	Duration	Action
Thursday, Dec. 4, 2014	Gateway	5:30 PM	6 Hours	Remove all Furniture and Computers
Friday, Dec 5, 2014	AAMECC & RL ABATEMENT	7:00 AM	24 Hours	Abatement/Office Closed
Saturday, Dec 6, 2014	CRT Flooring	8:00 AM	6 Hours	Install Tile
Sunday, Dec 7, 2014	Gateway	8:00 AM	6 Hours	Re-install all Furniture and Computers
Monday, Dec 8, 2014	Hidalgo County Clerks	10:00 AM 1:00 PM - 5:30 PM	2 Hours 4.5 Hours	Clerks to Set up Workstations Office Open for Business

R.L. Abatement, Inc.

PO Box 332
Weslaco, Texas 78599
Tel: 956-968-2265 Fax: 956-968-3301

BID PROPOSAL
(REVISED)

PROJECT: Hidalgo County Cler's Office
100 N. Closner Blvd.
Hidalgo, Texas

Date: 11/20/2014
TIPS/TAP: 1042414

RE: ASBESTOS ABATEMENT

Bid Item: Remove and dispose approximately 2,500 sq. ft. of asbestos floor tile and mastic under either carpet of up to two layers of tile.

LABOR BREAKDOWN:	PER UNIT	QTY.	TOTAL
One (1) Asbestos Supervisor (Rate)	$ 23.00	24 Hrs.	$552.00
Seven (7) Asbestos Worker (Rate)	$ 22.00	168 Hrs.	$3,696.00
One (1) Labor Worker (Rate)	$ 17.00	24 Hrs.	$408.00
Disposal Waste (per cubic yards)	$ 52.00	8 cubic yds.	$416.00
Two (2) Asbestos Worker for 5 hours (each) for disposal	$ 22.00	10 Hrs.	$220.00

TOTAL AMOUNT FOR LABOR: $5,292.00

Materials for Activity:

QTY.	DESCRIPTION	PER UNIT		TOTAL
3	Cases of Protective Clothing	$31.25	per case	93.75
15	Respirator filters	$2.50	per filter	37.50
1	Cases of disposable Boxer Shorts	$40.00	per case	40.00
6	Boxes of Disposable Towels	$20.00	per box	120.00
2	Cases of Spray Glue	$26.00	per case	52.00
3	Cases of Duct Tape	$115.00	per case	345.00
6	Rolls of 6 mil	$65.00	each roll	390.00
6	Rolls of 4 mil poly 10x100	$21.00	per roll	126.00
6	Rolls of disposable bags	$60.00	per roll	360.00
10	(5 gal.) mastic removal	$52.00	per 5 gal.	520.00
1	Disposable decon	$165.00	per decon	165.00
12	24X24X1 Pre-filter Pad	$0.60	each	7.20
11	24X24X1 Ring Panel Filter	$2.50	each	27.50
4	24X24X11 1/2 Filters	$95.00	each	380.00
4	Negative Filtration machines	$40.00	per day-per machine	4,800.00
	Sub-Total on Materials:			**7,463.95**
	Materials Cost plus 3%			**223.92**
	Total Cost of Materials:			**7,687.87**

TOTAL $12,979.87
ALLOWANCE FOR DSHS NOTIFICATION FEES $464.00
GRAND TOTAL $13,443.87

(Thirteen Thousand Four Hundred Forty-three Dollars and Eighty-seven Cents.)

R.L. Abatement, Inc. will provide all labor, material, equipment and insurance. Proposal is subject to change in accordance with the project's specification prepared by a consultant. All rules and regulations will be enforced according to the Texas Dept. of State Health Services, OSHA, EPA and any other state or federal regulations.

Submitted by: *Rafael Jaramillo*

Print Name and Title: Rafael Jaramillo - Project Manager

Date: 11/20/14

Acceptance of Proposal: The above price, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified.

Signature: _____

Print: _____

Title: _____ Date: _____

AI-47561 **Purchasing Department 19. G. 1.**

CC - REGULAR

Meeting Date: 12/02/2014

Submitted For: Hon. J. E. Guerra, HC-Sheriff **Submitted By:** Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Recommending award of bid(s) and contract(s) to responsible vendors submitting the lowest and best bids (as detailed in the tabulation sheet contained herein) and meeting all specifications and/or requirements for Request of Sealed Bids: "Purchase of Tires-Including Installation and Other Related Services" for Hidalgo County Sheriff's Office - Including all other Hidalgo County Law Enforcement Agencies, through bid project No.: 2014-324-10-01-SMA.

a) Contract No. C-14-324-12-02-Southern Tire Mart, LLC
b) Contract No. C-14-324A-12-02-A to Z Tire & Battery, Inc. (TIRES ONLY)

***Effective, December 6, 2014, Expiring, December 5, 2015.

BACKGROUND

Contract# C-14-324-12-02 (Southern Tire Mart, LLC)
Contract# C-14-324A-12-02 (A to Z Tire & Battery, Inc) - (TIRES ONLY)

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-421-00-280-001-0-672

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

BUDGETARY IMPACT:

4-1100-421-00-291-001-0-672
4-1100-421-00-292-001-0-672
4-1100-421-00-293-001-0-672
4-1100-421-00-294-001-0-672
4-1100-421-00-295-001-0-672
4-1254-412-00-270-014-0-672

Attachments

agreement
agreement
legal

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/25/2014 04:29 PM
Budget & Management	Debbie Tamez	11/25/2014 04:40 PM
Auditor's Office	Monica Badillo	11/26/2014 05:14 PM

Form Started By: Letty Saenz Started On: 11/25/2014 12:51 PM

Final Approval Date: 11/26/2014

REQUIREMENTS AGREEMENT
C-14-324A-12-02

THIS AGREEMENT (the "Agreement") is entered into effective as of the **2nd** day of **December, 2014** by and between **A to Z Tire & Battery, Inc.** ("Seller") and Hidalgo County, Texas ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County Sheriff's Office** including **All Other Hidalgo County Law Enforcement Agencies** for -**"Purchase of Tires (ONLY) and (NOT) Including Installation and other Related Services" (on an as needed basis)** (the "Product") 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 **one (1) year** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined, that Seller has submitted the lowest and best bid to meet Buyer's requirements for 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 **one (1) year** with the County's option to extend/renew for an additional two (2) one (1) year terms, under the same rates, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, 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 **December 6, 2014** and expire on **December 5, 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: **A to Z Tire & Battery, Inc.**
Attn: Phillip Nussbaum, President
812 S.W. 4th Avenue (or) P.O. Box 9138
Amarillo, Texas 79105-9138

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. **Immunities.** Nothing in this Agreement is intended to and Buyer does not hereby waive, release or relinquish any right to assert any of the defenses Buyer enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to Buyer as to any claim or action of any person, entity, or individual against Buyer

p. **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.

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, Attorney

COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

COMPANY: A to Z Tire & Battery, Inc.

By:_____
Printed Name: Phillip Nussbaum
Title: President

EXHIBIT "A"

REQUEST FOR SEALED BIDS (RFB) PROCUREMENT PACKET

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

September 15, 2014

Participant's name

Address

City

State, Zip Code

Re: ***Hidalgo County Sheriff's Office***
Request for Bids–"*Purchase of Tires- Purchase of Tires-Including Installation and Other Related Services*"
Bid No: 2014-324-10-01-SMA

Dear Prospective Bidders:

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

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma
Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR BIDS (RFB)

HIDALGO COUNTY SHERIFF'S OFFICE

"Purchase of Tires
Including Installation and Other Related Services"

Bid No: 2014-324-10-01-SMA

Table of Contents

Item	Description	No. of Pages
1.	**Request for Bid Letter**	**1**
2.	**Request for Bid, Legal Notice**	**8**
3.	**Exhibit "A" Specifications/Requirements/Qualifications**	**3**
4.	**Exhibit "B" Bid Page**	**4**
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 or via email to sandra.montalvo@co.hidalgo.tx.us, and advise of missing documentation.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

September 15, 2014
Date

Bid No: 2014-324-10-01-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626-ext 4865

REQUEST FOR BIDS

HIDALGO COUNTY SHERIFF'S OFFICE

"Purchase of Tires
Including Installation and Other Related Services"

BID OPENING DATE: October 01, 2014 @ 9:30 A.M.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281 - Administration Building
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas 78539

1. Sealed bids will be received for ***"HIDALGO COUNTY SHERIFF'S OFFICE - Purchase of Tires-Including Installation and Other Related Services"*** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **ONE (1) ORIGINAL AND THREE (3) COPIES** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package:***"BID NO. 2014-324-10-01-SMA-Hidalgo County Sheriff's Office-"Purchase of Tires-Including Installation and Other Related Services"*** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building, Edinburg, Texas, **on or before 9:30a.m.,WEDNESDAY October 01, 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-2014-324-10-01-SMA-Hidalgo County Sheriff's Office-Purchase of Tires-Including Installation and Other Related Services"*

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - ***"HIDALGO COUNTY SHERIFF'S OFFICE -Purchase of Tires-Including Installation and Other Related Services"*** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Attn: Elizabeth Cano-Accounts Payable Supervisor
HIDALGO COUNTY AUDITOR'S OFFICE
2802 S. BUSINESS HWY 281
Edinburg, Texas 78539
956-318-2511

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 AM	**October 01, 2014**
Award of Contract	_____,2014
Commence Work or Deliver Products	_____, 2014

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT (if applicable):**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST:**

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

  Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
  COMPLETION AND SUBMISSION OF FORM CIQ (Exhibit D) IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
    - Possess or is able to obtain adequate financial resources as required to perform under the bid;
    - Be able to comply with the required or proposed delivery schedule;
    - Have a satisfactory record of performance;
    - Have a satisfactory record of integrity and ethics;
    - Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder’s indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this

Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arises under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***

30. 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.

31. 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 SHERIFF'S OFFICE
"Purchase of Tires-Including Installation and Other Related Services"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

Specifications/Requirements
Hidalgo County Sheriff's Office
"Purchase of Tires-Including Installation and Other Related Services"
Bid No: 2014-324-10-01-SMA

SCOPE OF SERVICES:

The County of Hidalgo is requesting sealed bids from qualified vendors to furnish tires and to provide related services to Hidalgo County Sheriff's Office, **including all other *Hidalgo County Law Enforcement Agencies*,** in accordance with specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation.

SPECIFICATIONS,REQUIREMENTS, TERMS AND CONDITIONS:

1) The tires will be purchased only on an "**as needed basis".** (REFER TO EXHIBIT B)

2) Interested vendors may have at least **one (1) service/store location in Hidalgo County.**

3) All tires specified as **"all terrain"** should be for speeds of 100 mph and greater.

4) All tires specified as **"all steel"** should be for speeds of 100 mph and greater.

5) The charges for mounting (valve stems included), rotation and balancing will be itemized separately from the Unit price per tire (see Exhibit "B"- Bid page).

6) Mounting, rotation and balancing of tires is **OPTIONAL,** and will be done only on an **"as needed basis".**

7) Hidalgo County Sheriff's Office will dispose of all their used tires.

8) All tire purchases will be on an "as needed basis". There is no guaranteed annual volume.

9) Vendors will use only service technicians with a minimum of one (1) year experience in performing mounting, rotation and balancing tires.

10) Hidalgo County reserves the right to award item by item or services to one (1) or to multiple vendors, if it deems it is in its best interest to do so.

11) Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits)

12) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities to accept the bid considered the best and most advantage to the County.

13) Interested vendors must have been established and in business for at least two (2) years.

14) Hidalgo County may utilize "State Awarded Contracts or any other cooperative purchasing programs" when it is in the County best interest to do so.

15) The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for two (2) additional one (1) year terms under the same rates, terms and conditions.

16) Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process.

17) Any contract awarded to a successful bidder will be in effect until;

a) The contract expires
b) Delivery acceptance of products and/or performance of services ordered, or
c) Terminated by County with thirty (30) days written notice prior to be cancellation.

18) Vendor agrees that to the extent an item is unavailable from vendors own inventory, vendors will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County.

19) After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

20) Costs are to be net F.O.B., County Prepaid.

21) Hidalgo County reserves the right to reject any or all bids/offers, and to select any part or parts thereof without accepting the entire bid/offer. Hidalgo County may purchase through the source that provides the lowest and best bid/offer to the County. Successful bidder will be notified of award as promptly as a thorough analysis of bids/offers will permit, and shall have ten (10) calendar days following date of notification of award in which to supply certificate of insurance as may be required herein.

22) Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict theses bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.

DISQUALIFICAITONS OF BIDDERS:

Any one or more of the following causes may be considered sufficient for the disqualification of a bidder and the rejection of his/her bid or bids:

1. Evidence of collusion among bidders.

2. Lack of responsibility as revealed by either financial, experience or equipment statements, as submitted.

3. Lack of expertise as shown by past work, and judged from the standpoint of workmanship and performance history.

4. Uncompleted work under other contracts which, in the judgment of Hidalgo County might hinder or prevent the prompt completion of additional work if awarded.

ADDITIONAL INFORMATION:

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent,**Attn: Sandra Montalvo AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SUBMISSION OF QUESTIONS:

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA EMAIL TO sandra.montalvo@co.hidalgo.tx.us BY NO LATER THAN, WEDNESDAY, September 24, 2014 AT 5:00 P.M., AND RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICANTS VIA EMAIL BY NO LATER THAN FRIDAY, September 26 , 2014 AT 5:00 P.M.

EXHIBIT "B"

BID PAGE

Hidalgo County Sheriff's Office

"Purchase of Tires-Including Installation and Other Related Services"

Bid No: 2014-324-10-01-SMA

NO.	TIRE SIZE AND DESCRIPTION	BRAND	Unit Price Per Tire	OPTIONAL SERVICES		
				Mounting (Cost) Valve Stem Included	Rotation (Cost)	Balancing (Cost)
1.	**10.00R20**					
2.	**11R22.5**					
3.	**11R24.5**					
4.	**215/85-R16 A/T**					
5.	**215-60-17**					
6.	**225/75-R16**					
7.	**225-45-17**					
8.	**225-55-17**					
9.	**225-60-18**					
10.	**235/65-R17**					
11.	**235-55-R17 CP4**					
12.	**235-55-R17 (speed rated) CP1**					
13.	**235-55-ZR17**					
14.	**235-55-ZR17 99W M +S**					
15.	**235-85-R16 (hwy all steel -10 ply)**					
16.	**245/75-R16 A/T**					
17.	**245-70-R19.5 (hwy)**					
18.	**255-50.19**					
19.	**255-60-R16 Firestone Firehawk PT 41**					
20.	**255-70-18**					
21.	**265-35-22**					
22.	**265-70-R17 M + S**					
23.	**275-55-20**					

NO.	TIRE SIZE AND DESCRIPTION	BRAND	Unit Price Per Tire	OPTIONAL SERVICES		
				Mounting (Cost) Valve Stem Included	Rotation (Cost)	Balancing (Cost)
24.	**275-60-20**					
25.	**285-45-22**					
26.	**285-60-R18 M + S**					
27.	**295-75-R22.5**					
28.	**305-55-20**					
29.	**325-65-18**					
30.	**37x12.50x17**					
31.	**8.25R20**					
32.	**9.00R20**					
33.	**LT235-75-R15 (all terrain -10 ply)**					
34.	**LT235-75-R16**					
35.	**LT245-78-R16 (all terrain -10 ply)**					
36.	**LT265-70-R17 (all terrain -10 ply)**					
37.	**LT265-75-R16 (all terrain -10 ply)**					
38.	**LT325-65-R18 (all terrain)**					
39.	**P205-50-R16**					
40.	**P205-55-R16**					
41.	**P205-65-R15**					
42.	**P205-75-R15**					
43.	**P215-60-R16**					
44.	**P225-60-R16 (speed rated)**					
45.	**P235-55-R17 (speed rated) CP3**					
46.	**P235-70-R17**					
47.	**P235-75-R17 (10 ply)**					
48.	**P245-65-R17 (regular tire)**					
49.	**P245-70-R17 (10 ply)**					

NO.	TIRE SIZE AND DESCRIPTION	BRAND	Unit Price Per Tire	OPTIONAL SERVICES		
				Mounting (Cost) Valve Stem Included	Rotation (Cost)	Balancing (Cost)
50.	**P255-65-R17**					
51.	**P255-70-R16**					
52.	**P255-70R17 11OT Silent Amor**					
53.	**P255-70-R17 (10 ply)**					
54.	**P255-70-R17 M + S 11OT Silent Armor**					
55.	**P265-60-R17 (speed rated)**					
56.	**P265-60-R17 108-H**					
57.	**P265-70-R17 (10 ply)**					
58.	**P265-70-R18**					
59.	**P265-90-R17 108-H**					
60.	**P85/60-R18**					
61.	**T265-70-R17 Transforce A/T**					

NOTE: If you **do offer** the service of mounting, rotation or balancing tires please put dollar amount, and if you **do not offer** the service of mounting, rotation or balancing tires, please specify by putting "NA" inside the boxes.

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME:	
ADDRESS:	
CITY/STATE/ZIP CODE:	
PHONE & FAX NO'S:	
CELLULAR NO:	
E-MAIL ADDRESS:	
AUTHORIZED SIGNATURE:	
PRINTED NAME:	
TITLE	

EXHIBIT "C"

INSURANCE REQUIREMENTS

REQUEST FOR BIDS

HIDALGO COUNTY SHERIFF'S OFFICE

"Purchase of Tires

Including Installation and Other Related Services"

RFB No.: 2014-324-10-01-SMA

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(Other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an **additional insured** shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 03/11/11

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP GG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

NOTICE TO BIDDER:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bond (if applicable)_____
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 (if applicable), certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (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, 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

AWARDED ITEMS

A to Z Tire & Battery, Inc.

(TIRES ONLY)

	TIRE SIZE & DESCRIPTION	BRAND	Unit Price per Tire
1.	10.00R20	Samson GL 74	$296.00
2.	11R22.5	Cooper Roadmaster 185	$253.00
3.	11R24.5	Cooper Roadmaster 185	$272.00
4.	215/85-R16 A/T	Duro DL 6000	$93.00
6.	225/75-R16	Cooper SF510	$87.00
10.	235/65-R17	Duro 3100	$82.00
15.	235-85-R16 (hwy all steel -10 ply)	Duro DL 6000	$103.00
18.	255-50.19	ATTURO AZ 850	$103.00
21.	265-35-22	ATTURO AZ 800	$107.00
26.	285-60-R18 M + S	Cooper HT Plus	$126.00
27.	295-75-R22.5	Cooper RM185	$245.00
33.	LT235-75-R15 (all terrain -10 ply)	Cooper SF510	$98.00
35.	LT245-78-R16 (all terrain -10 ply)	ATTURO AIT	$110.00
36.	LT265-70-R17 (all terrain -10 ply)	ATTURO AIT	$124.00
37.	LT265-75-R16 (all terrain -10 ply)	ATTURO AIT	$120.00
39.	P205-50-R16	Duro DP 8000	$57.00
40.	P205-55-R16	Duro DP 3000	$55.00
41.	P205-65-R15	Duro DP 3000	$52.00
42.	P205-75-R15	Duro DP 3000	$61.00
43.	P215-60-R16	Duro DP 3000	$58.00
44.	P225-60-R16 (speed rated)	Duro DP 3000	$61.00
51.	P255-70-R16	Cooper HT	$108.00
53.	P255-70-R17 (10 ply)	Cooper AT3	$147.00
59.	P265-90-R17 108-H	Firestone Firehawk GT PRST	$ 117.36
60.	P85/60-R18	Cooper HT Plus	$126.00
61.	T265-70-R17 Transforce A/T	Cooper SF510	$115.00

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME:	A to Z Tire & Battery, Inc.
ADDRESS:	812 SW 4th Avenue - PO Box 9138
CITY/STATE/ZIP CODE:	Amarillo, TX 79105-9138
PHONE & FAX NO'S:	806-373-2592 / 806-373-6504
CELLULAR NO:	806-341-7199
E-MAIL ADDRESS:	xcandelaria@atoztire.com
AUTHORIZED SIGNATURE:	
PRINTED NAME:	Xavier Candelaria
TITLE	Vice President

EXHIBIT "B"

BID PAGE

Hidalgo County Sheriff's Office

"Purchase of Tires-Including Installation and Other Related Services"

Bid No: 2014-324-10-01-SMA

NO.	TIRE SIZE AND DESCRIPTION	BRAND	Unit Price Per Tire	OPTIONAL SERVICES		
				Mounting (Cost) Valve Stem Included	Rotation (Cost)	Balancing (Cost)
1.	10.00R20	SAMSON GL 74	296.00	NA	NA	NA
2.	11R22.5	Cooper ROADMASTER 185	253.00			
3.	11R24.5	Cooper ROADMASTER 185	272.00			
4.	215/85-R16 A/T	DURO DL 6000	93.00			
5.	215-60-17	Toyo Extensa AS	95.00			
6.	225/75-R16	Cooper SF 510	87.00			
7.	225-45-17	Toyo Extensa HP	87.00			
8.	225-55-17	Toyo Extensa AS	92.00			
9.	225-60-18	Cooper CS5	130.00			
10.	235/65-R17	DURO 3100	82.00			
11.	235-55-R17 CP4	Cooper CS5 PP	127.00			
12.	235-55-R17 (speed rated) CP1	Cooper CS5 PP	127.00			
13.	235-55-ZR17	Cooper CS5 PP	127.00			
14.	235-55-ZR17 99W M +S	Cooper CS5 ULTRA TAV	117.00			
15.	235-85-R16 (hwy all steel -10 ply)	DURO DL 6000	103.00			
16.	245/75-R16 A/T	Cooper AT3	113.00			
17.	245-70-R19.5 (hwy)	SAMSON GL 283	152.00			
18.	255-50.19	ATTURO AZ 850	103.00			
19.	255-60-R16 Firestone Firehawk PT 41	Cooper CS5 ULTRA Tour PP	104.00			
20.	255-70-18	Cooper AT3	160.00			
21.	265-35-22	ATTURO AZ 800	107.00			
22.	265-70-R17 M + S	Cooper SF510	132.00			
23.	275-55-20	Toyo HT	160.00			

NO.	TIRE SIZE AND DESCRIPTION	BRAND	Unit Price Per Tire	OPTIONAL SERVICES		
				Mounting (Cost) Valve Stem Included	Rotation (Cost)	Balancing (Cost)
24.	275-60-20	Cooper HT Plus	133.00	NA	NA	NA
25.	285-45-22	Toyo PRX ST	156.00			
26.	285-60-R18 M + S	Cooper HT Plus	136.00			
27.	295-75-R22.5	Cooper RM185	345.00			
28.	305-55-20	Toyo A/T	305.00			
29.	325-65-18	Cooper A/T 3	389.00			
30.	37x12.50x17	Cooper ST MAX	320.00			
31.	8.25R20	SAMSON GL671	203.00			
32.	9.00R20	SAMSON TRACKER	212.00			
33.	LT235-75-R15 (all terrain -10 ply)	Cooper SF510	98.00			
34.	LT235-75-R16	Toyo HT	119.00			
35.	LT245-78-R16 (all terrain -10 ply)	ATTURO A/T	110.00			
36.	LT265-70-R17 (all terrain -10 ply)	ATTURO A/T	134.00			
37.	LT265-75-R16 (all terrain -10 ply)	ATTURO A/T	130.00			
38.	LT325-65-R18 (all terrain)	Cooper AT3	390.00			
39.	P205-50-R16	DURO DP8000	57.00			
40.	P205-55-R16	DURO DP3000	55.00			
41.	P205-65-R15	DURO DP3000	52.00			
42.	P205-75-R15	DURO DP3000	61.00			
43.	P215-60-R16	DURO DP3000	58.00			
44.	P225-60-R16 (speed rated)	DURO DP3000	61.00			
45.	P235-55-R17 (speed rated) CP3	Cooper CS5 PP	136.00			
46.	P235-70-R17	Toyo HT	121.00			
47.	P235-75-R17 (10 ply)	Toyo HT	143.00			
48.	P245-65-R17 (regular tire)	Cooper SF570	107.00			
49.	P245-70-R17 (10 ply)	Toyo AT2	158.00			

NO.	TIRE SIZE AND DESCRIPTION	BRAND	Unit Price Per Tire	OPTIONAL SERVICES		
				Mounting (Cost) Valve Stem Included	Rotation (Cost)	Balancing (Cost)
50.	P255-65-R17	Toyo HT	132.87	NA	NA	NA
51.	P255-70-R16	Cooper HT	108.00			
52.	P255-70R17 110T Silent Amor	Cooper AT3	147.00			
53.	P255-70-R17 (10 ply)	Cooper AT3	147.00			
54.	P255-70-R17 M + S 110T Silent Armor	Cooper AT3	147.00			
55.	P265-60-R17 (speed rated)	FIRESTONE FIREhawk GT	117.36			
56.	P265-60-R17 108-H	FIRESTONE FIREhawk GT	117.36			
57.	P265-70-R17 (10 ply)	Cooper AT3	191.00			
58.	P265-70-R18	Toyo HT	155.00			
59.	P265-90-R17 108-H	FIRESTONE FIREhawk GT PRST	117.36			
60.	P85/60-R18	Cooper HT Plus	126.00			
61.	T265-70-R17 Transforce A/T	Cooper SF510	115.00			

NOTE: If you **do offer** the service of mounting, rotation or balancing tires please put dollar amount, and if you **do not offer** the service of mounting, rotation or balancing tires, please specify by putting "NA" inside the boxes.

OPENED
10/01/14
9:50 am
Witnessed

EXHIBIT "C"

CERTIFICATE OF INSURANCE

Client#: 145730 26ATOZTIRE&B

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/19/2014

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 J Smith Lanier & Co-Carrollton P. O. Box 507 Carrollton, GA 30112 770 834-4476	CONTACT NAME: Cathy Dunn PHONE (A/C, No, Ext): 770 834-4476 FAX (A/C, No): 770 834-9403 E-MAIL ADDRESS: cdunn@jsmithlanier.com
INSURED A to Z Tire and Battery, Inc. P.O. Box 9138 812 SW 4th Street (79101) Amarillo, TX 79105-9138	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Employers Mutual Casualty Co — 21415 INSURER B : Ohio Casualty Insurance Company — 24074 INSURER C : Great American Insurance Co — 16691 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 X PD Ded:5,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC			5D19795	11/01/2014	11/01/2015	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 $100,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			5E19795	11/01/2014	11/01/2015	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 $			ECO1556322809	11/01/2014	11/01/2015	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC339294002	07/15/2014	07/15/2015	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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is included as additional insured as per written contract but only with respects to the general liability insurance and subject to the provisions and limitations of the policy.

CERTIFICATE HOLDER

Hidalgo County Purchasing Dept,
New Admin Building
2812 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

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CWD

REQUIREMENTS AGREEMENT
C-14-324-12-02

THIS AGREEMENT (the "Agreement") is entered into effective as of the **2nd** day of **December, 2014** by and between **Southern Tire Mart, LLC** ("Seller") and Hidalgo County, Texas ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County Sheriff's Office** including **All Other Hidalgo County Law Enforcement Agencies** for -**"Purchase of Tires-Including Installation and other Related Services" (on an as needed basis)** (the "Product") 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 **one (1) year** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined, that Seller has submitted the lowest and best bid to meet Buyer's requirements for 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 **one (1) year** with the County's option to extend/renew for an additional two (2) one (1) year terms, under the same rates, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, 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 **December 6, 2014** and expire on **December 5, 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: **Southern Tire Mart, LLC**
Attn: Richard Conwill, Director of Gov't Sales
529 Industrial Park Road
Columbia, MS 39429

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. **Immunities.** Nothing in this Agreement is intended to and Buyer does not hereby waive, release or relinquish any right to assert any of the defenses Buyer enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to Buyer as to any claim or action of any person, entity, or individual against Buyer.

p. **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.

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, Attorney

COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

COMPANY:
SOUTHERN TIRE MART, LLC

By:_____
Printed Name: Richard Conwill
Title: Director of Gov't Sales

EXHIBIT "A"

REQUEST FOR SEALED BIDS (RFB) PROCUREMENT PACKET

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

September 15, 2014

Participant's name

Address

City

State, Zip Code

Re: ***Hidalgo County Sheriff's Office***
Request for Bids–"*Purchase of Tires- Purchase of Tires-Including Installation and Other Related Services*"
Bid No: 2014-324-10-01-SMA

Dear Prospective Bidders:

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

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma
Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR BIDS (RFB)

HIDALGO COUNTY SHERIFF'S OFFICE

"Purchase of Tires
Including Installation and Other Related Services"

Bid No: 2014-324-10-01-SMA

Table of Contents

Item	Description	No. of Pages
1.	**Request for Bid Letter**	**1**
2.	**Request for Bid, Legal Notice**	**8**
3.	**Exhibit "A" Specifications/Requirements/Qualifications**	**3**
4.	**Exhibit "B" Bid Page**	**4**
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 or via email to sandra.montalvo@co.hidalgo.tx.us, and advise of missing documentation.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

September 15, 2014
Date

Bid No: 2014-324-10-01-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626-ext 4865

REQUEST FOR BIDS

HIDALGO COUNTY SHERIFF'S OFFICE

"Purchase of Tires
Including Installation and Other Related Services"

BID OPENING DATE: October 01, 2014 @ 9:30 A.M.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281 - Administration Building
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas 78539

1. Sealed bids will be received for ***"HIDALGO COUNTY SHERIFF'S OFFICE - Purchase of Tires-Including Installation and Other Related Services"*** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **ONE (1) ORIGINAL AND THREE (3) COPIES** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package:***"BID NO. 2014-324-10-01-SMA-Hidalgo County Sheriff's Office-"Purchase of Tires-Including Installation and Other Related Services"*** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building, Edinburg, Texas, **on or before 9:30a.m.,WEDNESDAY October 01, 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-2014-324-10-01-SMA-Hidalgo County Sheriff's Office-Purchase of Tires-Including Installation and Other Related Services"*

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - ***"HIDALGO COUNTY SHERIFF'S OFFICE -Purchase of Tires-Including Installation and Other Related Services"*** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Attn: Elizabeth Cano-Accounts Payable Supervisor
HIDALGO COUNTY AUDITOR'S OFFICE
2802 S. BUSINESS HWY 281
Edinburg, Texas 78539
956-318-2511

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 AM	**October 01, 2014**
Award of Contract	_____,2014
Commence Work or Deliver Products	_____, 2014

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT (if applicable):**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST:**

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

  Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
  COMPLETION AND SUBMISSION OF FORM CIQ (Exhibit D) IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
    - Possess or is able to obtain adequate financial resources as required to perform under the bid;
    - Be able to comply with the required or proposed delivery schedule;
    - Have a satisfactory record of performance;
    - Have a satisfactory record of integrity and ethics;
    - Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder’s indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this

Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arises under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***

30. 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.

31. 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 SHERIFF'S OFFICE
"Purchase of Tires-Including Installation and Other Related Services"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

Specifications/Requirements
Hidalgo County Sheriff's Office
"Purchase of Tires-Including Installation and Other Related Services"
Bid No: 2014-324-10-01-SMA

SCOPE OF SERVICES:

The County of Hidalgo is requesting sealed bids from qualified vendors to furnish tires and to provide related services to Hidalgo County Sheriff's Office, **including all other *Hidalgo County Law Enforcement Agencies*,** in accordance with specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation.

SPECIFICATIONS,REQUIREMENTS, TERMS AND CONDITIONS:

1) The tires will be purchased only on an "**as needed basis".** (REFER TO EXHIBIT B)

2) Interested vendors may have at least **one (1) service/store location in Hidalgo County.**

3) All tires specified as **"all terrain"** should be for speeds of 100 mph and greater.

4) All tires specified as **"all steel"** should be for speeds of 100 mph and greater.

5) The charges for mounting (valve stems included), rotation and balancing will be itemized separately from the Unit price per tire (see Exhibit "B"- Bid page).

6) Mounting, rotation and balancing of tires is **OPTIONAL,** and will be done only on an **"as needed basis".**

7) Hidalgo County Sheriff's Office will dispose of all their used tires.

8) All tire purchases will be on an "as needed basis". There is no guaranteed annual volume.

9) Vendors will use only service technicians with a minimum of one (1) year experience in performing mounting, rotation and balancing tires.

10) Hidalgo County reserves the right to award item by item or services to one (1) or to multiple vendors, if it deems it is in its best interest to do so.

11) Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits)

12) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities to accept the bid considered the best and most advantage to the County.

13) Interested vendors must have been established and in business for at least two (2) years.

14) Hidalgo County may utilize "State Awarded Contracts or any other cooperative purchasing programs" when it is in the County best interest to do so.

15) The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for two (2) additional one (1) year terms under the same rates, terms and conditions.

16) Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process.

17) Any contract awarded to a successful bidder will be in effect until;

a) The contract expires
b) Delivery acceptance of products and/or performance of services ordered, or
c) Terminated by County with thirty (30) days written notice prior to be cancellation.

18) Vendor agrees that to the extent an item is unavailable from vendors own inventory, vendors will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County.

19) After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

20) Costs are to be net F.O.B., County Prepaid.

21) Hidalgo County reserves the right to reject any or all bids/offers, and to select any part or parts thereof without accepting the entire bid/offer. Hidalgo County may purchase through the source that provides the lowest and best bid/offer to the County. Successful bidder will be notified of award as promptly as a thorough analysis of bids/offers will permit, and shall have ten (10) calendar days following date of notification of award in which to supply certificate of insurance as may be required herein.

22) Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict theses bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.

DISQUALIFICAITONS OF BIDDERS:

Any one or more of the following causes may be considered sufficient for the disqualification of a bidder and the rejection of his/her bid or bids:

1. Evidence of collusion among bidders.

2. Lack of responsibility as revealed by either financial, experience or equipment statements, as submitted.

3. Lack of expertise as shown by past work, and judged from the standpoint of workmanship and performance history.

4. Uncompleted work under other contracts which, in the judgment of Hidalgo County might hinder or prevent the prompt completion of additional work if awarded.

ADDITIONAL INFORMATION:

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent,**Attn: Sandra Montalvo AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SUBMISSION OF QUESTIONS:

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA EMAIL TO sandra.montalvo@co.hidalgo.tx.us BY NO LATER THAN, WEDNESDAY, September 24, 2014 AT 5:00 P.M., AND RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICANTS VIA EMAIL BY NO LATER THAN FRIDAY, September 26 , 2014 AT 5:00 P.M.

EXHIBIT "B"

BID PAGE

Hidalgo County Sheriff's Office

"Purchase of Tires-Including Installation and Other Related Services"

Bid No: 2014-324-10-01-SMA

NO.	TIRE SIZE AND DESCRIPTION	BRAND	Unit Price Per Tire	OPTIONAL SERVICES		
				Mounting (Cost) Valve Stem Included	Rotation (Cost)	Balancing (Cost)
1.	**10.00R20**					
2.	**11R22.5**					
3.	**11R24.5**					
4.	**215/85-R16 A/T**					
5.	**215-60-17**					
6.	**225/75-R16**					
7.	**225-45-17**					
8.	**225-55-17**					
9.	**225-60-18**					
10.	**235/65-R17**					
11.	**235-55-R17 CP4**					
12.	**235-55-R17 (speed rated) CP1**					
13.	**235-55-ZR17**					
14.	**235-55-ZR17 99W M +S**					
15.	**235-85-R16 (hwy all steel -10 ply)**					
16.	**245/75-R16 A/T**					
17.	**245-70-R19.5 (hwy)**					
18.	**255-50.19**					
19.	**255-60-R16 Firestone Firehawk PT 41**					
20.	**255-70-18**					
21.	**265-35-22**					
22.	**265-70-R17 M + S**					
23.	**275-55-20**					

NO.	TIRE SIZE AND DESCRIPTION	BRAND	Unit Price Per Tire	OPTIONAL SERVICES		
				Mounting (Cost) Valve Stem Included	Rotation (Cost)	Balancing (Cost)
24.	**275-60-20**					
25.	**285-45-22**					
26.	**285-60-R18 M + S**					
27.	**295-75-R22.5**					
28.	**305-55-20**					
29.	**325-65-18**					
30.	**37x12.50x17**					
31.	**8.25R20**					
32.	**9.00R20**					
33.	**LT235-75-R15 (all terrain -10 ply)**					
34.	**LT235-75-R16**					
35.	**LT245-78-R16 (all terrain -10 ply)**					
36.	**LT265-70-R17 (all terrain -10 ply)**					
37.	**LT265-75-R16 (all terrain -10 ply)**					
38.	**LT325-65-R18 (all terrain)**					
39.	**P205-50-R16**					
40.	**P205-55-R16**					
41.	**P205-65-R15**					
42.	**P205-75-R15**					
43.	**P215-60-R16**					
44.	**P225-60-R16 (speed rated)**					
45.	**P235-55-R17 (speed rated) CP3**					
46.	**P235-70-R17**					
47.	**P235-75-R17 (10 ply)**					
48.	**P245-65-R17 (regular tire)**					
49.	**P245-70-R17 (10 ply)**					

NO.	TIRE SIZE AND DESCRIPTION	BRAND	Unit Price Per Tire	OPTIONAL SERVICES		
				Mounting (Cost) Valve Stem Included	Rotation (Cost)	Balancing (Cost)
50.	**P255-65-R17**					
51.	**P255-70-R16**					
52.	**P255-70R17 11OT Silent Amor**					
53.	**P255-70-R17 (10 ply)**					
54.	**P255-70-R17 M + S 11OT Silent Armor**					
55.	**P265-60-R17 (speed rated)**					
56.	**P265-60-R17 108-H**					
57.	**P265-70-R17 (10 ply)**					
58.	**P265-70-R18**					
59.	**P265-90-R17 108-H**					
60.	**P85/60-R18**					
61.	**T265-70-R17 Transforce A/T**					

NOTE: If you **do offer** the service of mounting, rotation or balancing tires please put dollar amount, and if you **do not offer** the service of mounting, rotation or balancing tires, please specify by putting "NA" inside the boxes.

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME:	
ADDRESS:	
CITY/STATE/ZIP CODE:	
PHONE & FAX NO'S:	
CELLULAR NO:	
E-MAIL ADDRESS:	
AUTHORIZED SIGNATURE:	
PRINTED NAME:	
TITLE	

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(Other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an **additional insured** shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 03/11/11

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP GG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

NOTICE TO BIDDER:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bond (if applicable)_____
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 (if applicable), certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (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

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LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

Form **W-9**
(Rev. 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, 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

AWARDED ITEMS

Southern Tire Mart, LLC

	TIRE SIZE & DESCRIPTION	BRAND	Unit Price	Optional Services		
				Mounting (Cost)	Rotation (Cost)	Balancing (Cost)
5.	215-60-17	FIRESTONE FR710 #124721	$85.00	$ 8.50	$5.00	$6.00
7.	225-45-17	FIRESTONE FH WO INDY 500 #137080	$78.90	$8.50	$5.00	$6.00
8.	225-55-17	FIRESTONE FH WO INDY 500 #136978	$87.38	$8.50	$5.00	$6.00
11.	235-55-R17 CP4	FIRESTONE PRECISION TOUR #140803	$91.84	$ 8.50	$5.00	$6.00
12.	235-55-R17 (speed rated) CP1	FIRESTONE FIREHAWK GT Z #077325	$104.38	$8.50	$5.00	$6.00
13.	235-55-ZR17	FIRESTONE FIREHAWK GT Z #077325	$104.38	$8.50	$5.00	$6.00
14.	235-55-ZR17 99W M +S	FIRESTONE FIREHAWK PVS #077359	$110.27	$8.50	$5.00	$6.00
16.	245/75-R16 A/T	FIRESTONE DEST AT #027379	$99.37	$8.50	$5.00	$6.00
19.	255-60-R16 Firestone Firehawk PT 41	FIRESTONE FIREHAWK PV41 #067911	$91.31	$8.80	$5.00	$ 6.00
20.	255-70-18	FIRESTONE DEST LE2 #097878	$116.49	$ 8.50	$5.00	$6.00
22.	265-70-R17 M + S	FIRESTONE DEST AT #026784	$125.80	$8.50	$5.00	$ 6.00
23.	275-55-20	FIRESTONE DEST LE2 #136162	$114.37	$8.50	$5.00	$6.00
24.	275-60-20	FIRESTONE DEST LE2 #136145	$121.03	$8.50	$5.00	$6.00
25.	285-45-22	FIRESTONE DEST ST #133782	$130.49	$8.50	$5.00	$6.00
28.	305-55-20	FIRESTONE DEST MT #000173	$241.80	$8.50	$5.00	$6.00
29.	325-65-18	FIRESTONE DEST AT #192353	$186.25	$ 8.50	$5.00	$6.00
30.	37x12.50x17	MASTERCRAFT COURSER #900000020126	$302.00	$18.50	$10.00	$18.00
31.	8.25R20	SUPERMAX LT 115 #MTB-4051-XL	$197.03	$18.50	$10.00	$18.00
34.	LT235-75-R16	FIRESTONE DEST LE2 #140378	$104.82	$8.50	$5.00	$6.00
38.	LT325-65-R18 (all terrain)	FIRESTONE DEST AT #192353	$186.25	$8.50	$5.00	$ 6.00
45.	P235-55-R17 (speed rated) CP3	FIRESTONE PRECISION TOUR #140803	$91.84	$8.50	$5.00	$6.00
46.	P235-70-R17	FIRESTONE DEST LE2 #097776	$100.92	$8.50	$5.00	$6.00
47.	P235-75-R17 (10 ply)	FIRESTONE DEST AT #054239	$109.74	$8.50	$5.00	$6.00
48.	P245-65-R17 (regular tire)	FIRESTONE DEST LE2 #097997	$97.27	$8.50	$5.00	$6.00
49.	P245-70-R17 (10 ply)	FIRESTONE TRANS HT #191316	$119.24	$8.50	$5.00	$6.00
50.	P255-65-R17	FIRESTONE DEST LE2 #098048	$104.62	$8.50	$5.00	$6.00
51.	P255-70-R16	FIRESTONE DEST LE2 #097844	$113.11	$8.50	$5.00	$6.00
52.	P255-70R17 11OT Silent Amor	BRIDGESTONE DUE AT #081643	$114.37	$8.50	$5.00	$6.00
54.	P255-70-R17 M + S 11OT Silent Armor	BRIDGESTONE DUE AT #081643	$114.37	$8.50	$5.00	$6.00
55.	P265-60-R17 (speed rated)	FIRESTONE FIREHAWK GT V #023189	$116.36	$8.50	$5.00	$6.00
56.	P265-60-R17 108-H	FIRESTONE FIREHAWK GT V #023189	$116.36	$8.50	$ 5.00	$6.00
57.	P265-70-R17 (10 ply)	FIRESTONE TRANS HT #200156	$133.18	$8.50	$5.00	$6.00
58.	P265-70-R18	FIRESTONE DEST LE2 #097929	$121.95	$8.50	$5.00	$6.00
62	285-45-R22	FIRESTONE DEST ST #113782	$130.49	$8.50	$5.00	$6.00

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: **Southern Tire Mart, LLC**

ADDRESS: **529 Industrial Park Road**

CITY/STATE/ZIP CODE: **Columbia, MS 39429**

PHONE & FAX NO'S: **877-786-4681 phone / 214-389-7111 fax**

CELLULAR NO: **601-410-4762**

E-MAIL ADDRESS: **rconwill@stmtires.com**

AUTHORIZED SIGNATURE:

PRINTED NAME: **Richard Conwill**

TITLE **Director of Government Sales**

EXHIBIT "B" revised

BID PAGE

Hidalgo County Sheriff's Office

"Purchase of Tires-Including Installation and Other Related Services"

Bid No: 2014-324-10-01-SMA

NO.	TIRE SIZE AND DESCRIPTION	BRAND		Unit Price Per Tire	OPTIONAL SERVICES		
					Mounting (Cost) Valve Stem Included	Rotation (Cost)	Balancing (Cost)
1.	10.00R20	HANKOOK AH11	#3000791	$ 418.00	$ 18.50	$ 10.00	$ 18.00
2.	11R22.5	FIRESTONE FS561	#248307	$ 279.04	$ 18.50	$ 10.00	$ 18.00
3.	11R24.5	FIRESTONE FS561	#248358	$ 290.53	$ 18.50	$ 10.00	$ 18.00
4.	215/85-R16 A/T	FIRESTONE TRANS AT	#189565	$ 103.16	$ 8.50	$ 5.00	$ 6.00
5.	215-60-17	FIRESTONE FR710	#124721	$ 85.00	$ 8.50	$ 5.00	$ 6.00
6.	225/75-R16	FIRESTONE DEST LE2	#097606	$ 97.49	$ 8.50	$ 5.00	$ 6.00
7.	225-45-17	FIRESTONE FH WO INDY 500	#137080	$ 78.90	$ 8.50	$ 5.00	$ 6.00
8.	225-55-17	FIRESTONE FH WO INDY 500	#136978	$ 87.38	$ 8.50	$ 5.00	$ 6.00
9.	225-60-18	FIRESTONE FIREHAWK GT Z	#005254	$ 110.27	$ 8.50	$ 5.00	$ 6.00
10.	235/65-R17	FIRESTONE DEST LE2	#097963	$ 89.36	$ 8.50	$ 5.00	$ 6.00
11.	235-55-R17 CP4	FIRESTONE PRECISION TOUR	#140803	$ 91.84	$ 8.50	$ 5.00	$ 6.00
12.	235-55-R17 (speed rated) CP1	FIRESTONE FIREHAWK GT Z	#077325	$ 104.38	$ 8.50	$ 5.00	$ 6.00
13.	235-55-ZR17	FIRESTONE FIREHAWK GT Z	#077325	$ 104.38	$ 8.50	$ 5.00	$ 6.00
14.	235-55-ZR17 99W M +S	FIRESTONE FIREHAWK PVS	#077359	$ 110.27	$ 8.50	$ 5.00	$ 6.00
15.	235-85-R16 (hwy all steel -10 ply)	BRIDGESTONE DUR R250	#206378	$ 190.09	$ 8.50	$ 5.00	$ 6.00
16.	245/75-R16 A/T	FIRESTONE DEST AT	#027379	$ 99.37	$ 8.50	$ 5.00	$ 6.00
17.	245-70-R19.5 (hwy)	FIRESTONE FS560 PLUS	#169981	$ 239.73	$ 18.50	$ 10.00	$ 18.00
18.	255-50.19	FIRESTONE DEST ST	#232140	$ 116.18	$ 8.50	$ 5.00	$ 6.00
19.	255-60-R16 Firestone Firehawk PT 41	FIRESTONE FIREHAWK PV41	#067911	$ 91.31	$ 8.50	$ 5.00	$ 6.00
20.	255-70-18	FIRESTONE DEST LE2	#097878	$ 116.49	$ 8.50	$ 5.00	$ 6.00
21.	265-35-22	VENEZIA CRUSADE SUV	#VZ415	$ 129.00	$ 18.50	$ 10.00	$ 18.00
22.	265-70-R17 M + S	FIRESTONE DEST AT	#026784	$ 125.80	$ 8.50	$ 5.00	$ 6.00
23.	275-55-20	FIRESTONE DEST LE2	#136162	$ 114.37	$ 8.50	$ 5.00	$ 6.00

NO.	TIRE SIZE AND DESCRIPTION	BRAND		Unit Price Per Tire	OPTIONAL SERVICES		
					Mounting (Cost) Valve Stem Included	Rotation (Cost)	Balancing (Cost)
24.	275-60-20	FIRESTONE DEST LE2	#136145	$ 121.03	$ 8.50	$ 5.00	$ 6.00
25.	285-45-22	FIRESTONE DEST ST	#133782	$ 130.49	$ 8.50	$ 5.00	$ 6.00
26.	285-60-R18 M + S	BRIDGESTONE DUE HT 684	#112889	$ 158.02	$ 8.50	$ 5.00	$ 6.00
27.	295-75-R22.5	FIRESTONE FS561	#248273	$ 279.04	$ 18.50	$ 10.00	$ 18.00
28.	305-55-20	FIRESTONE DEST MT	#000173	$ 241.80	$ 8.50	$ 5.00	$ 6.00
29.	325-65-18	FIRESTONE DEST AT	#192353	$ 186.25	$ 8.50	$ 5.00	$ 6.00
30.	37x12.50x17	MASTERCRAFT COURSER	#900000020126	$ 302.00	$ 18.50	$ 10.00	$ 18.00
31.	8.25R20	SUPERMAX LT115	#MTB-4051-XL	$ 197.03	$ 18.50	$ 10.00	$ 18.00
32.	9.00R20	WANLI S-3070	#WL307061	$ 300.00	$ 18.50	$ 10.00	$ 18.00
33.	LT235-75-R15 (all terrain -10 ply)	FIRESTONE TRANS AT	#189650	$ 102.13	$ 8.50	$ 5.00	$ 6.00
34.	LT235-75-R16	FIRESTONE DEST LE2	#140378	$ 104.82	$ 8.50	$ 5.00	$ 6.00
35.	LT245-78-R16 (all terrain -10 ply)	FIRESTONE TRANS AT	#189582	$ 114.94	$ 8.50	$ 5.00	$ 6.00
36.	LT265-70-R17 (all terrain -10 ply)	FIRESTONE TRANS AT	#200190	$ 136.39	$ 8.50	$ 5.00	$ 6.00
37.	LT265-75-R16 (all terrain -10 ply)	FIRESTONE TRANS AT	#189599	$ 128.22	$ 8.50	$ 5.00	$ 6.00
38.	LT325-65-R18 (all terrain)	FIRESTONE DEST AT	#192353	$ 186.25	$ 8.50	$ 5.00	$ 6.00
39.	P205-50-R16	FIRESTONE FH WIDE OVAL	#13691	$ 70.05	$ 8.50	$ 5.00	$ 6.00
40.	P205-55-R16	FIRESTONE PRECISION TOUR	#140701	$ 67.85	$ 8.50	$ 5.00	$ 6.00
41.	P205-65-R15	FIRESTONE PRECISION TOUR	#140633	$ 64.74	$ 8.50	$ 5.00	$ 6.00
42.	P205-75-R15	FIRESTONE DEST AT	#026495	$ 90.27	$ 8.50	$ 5.00	$ 6.00
43.	P215-60-R16	FIRESTONE PRECISION TOUR	#140718	$ 76.50	$ 8.50	$ 5.00	$ 6.00
44.	P225-60-R16 (speed rated)	FIRESTONE PRECISION TOUR	#140752	$ 79.01	$ 8.50	$ 5.00	$ 6.00
45.	P235-55-R17 (speed rated) CP3	FIRESTONE PRECISION TOUR	#140803	$ 91.84	$ 8.50	$ 5.00	$ 6.00
46.	P235-70-R17	FIRESTONE DEST LE2	#097776	$ 100.92	$ 8.50	$ 5.00	$ 6.00
47.	P235-75-R17 (10 ply)	FIRESTONE DEST AT	#054239	$ 109.74	$ 8.50	$ 5.00	$ 6.00
48.	P245-65-R17 (regular tire)	FIRESTONE DEST LE2	#097997	$ 97.27	$ 8.50	$ 5.00	$ 6.00
49.	P245-70-R17 (10 ply)	FIRESTONE TRANS HT	#191316	$ 119.24	$ 8.50	$ 5.00	$ 6.00

EXHIBIT "C"

CERTIFICATE OF INSURANCE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/24/2014

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 Stewart Sneed Hewes - Hattiesburg A Division of BancorpSouth Insurance Services 16 Thompson Park Hattiesburg MS 39401-	CONTACT NAME: Brenda McKee PHONE (A/C, No, Ext): 601-554-7333 FAX (A/C, No): 877-288-0152 E-MAIL ADDRESS: brenda.mckee@bxsi.com
INSURED SOUTTIR-01 Southern Tire Mart, LLC 529 Industrial Park Road Columbia MS 39429	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : State National Insurance Co. — 12831 INSURER B : Sentry Insurance a Mutual Company — 24988 INSURER C : Axis Insurance Company — 37273 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1741971967 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			XNDP-00405-01	9/1/2014	9/1/2015	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 $300,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			XNDA-00405-01	9/1/2014	9/1/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			MAU741971/01/2014	9/1/2014	9/1/2015	EACH OCCURRENCE AGGREGATE $	$10,000,000 $10,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y N/A If yes, describe under DESCRIPTION OF OPERATIONS below			90-18205	5/1/2014	5/1/2015	X PER STATUTE 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
A	Garage Liability Garage Keepers			XNDA-00405-01	9/1/2014	9/1/2015	$25,000. Ded.	$1,000,000. $300,000.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Holder is Additional Insured and provided Waiver of Subrogation per written contract. 30 Day Notice of Cancellation applies, except for Cancellation due to Non-Payment of premium.

CERTIFICATE HOLDER

Hidalgo County Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: Contract#s C-14-324-12-02 (Southern Tire Mart) & C-14-324A-12-02 (A to Z)

From : Steve Crain <scrain@atlashall.com> Tue, Nov 25, 2014 05:07 PM

Subject : RE: Contract#s C-14-324-12-02 (Southern Tire Mart) & C-14-324A-12-02 (A to Z) 1 attachment

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

Both agreements are fine except the word “determine” in the third whereas clause should be “determined”. CORRECTED

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Tuesday, November 25, 2014 3:13 PM
To: Steve Crain; Marynel Trevino
Cc: Sandra Montalvo; Darlene H. Betancourt
Subject: Contract#s C-14-324-12-02 (Southern Tire Mart) & C-14-324A-12-02 (A to Z)

Mr. Crain-

Please review and approve as to form (attached hereto) Contract #s **C-14-324-12-02 (Southern Tire Mart)** & **C-14-324A-12-02 (A to Z)** for the purposes of: -**"Purchase of Tires - Including Installation and other Related Services" (on an as needed basis) for the Hidalgo County Sheriff's Office and all other Law Enforcement Agencies.**

****Note: will be placed on next week's CC agenda for final approval.**

Please advise.

Thanks.

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
***P**(956) 318-2626 **F**(956) 318-2629*
Email: leticia.saenz@co.hidalgo.tx.us

AI-47591 **Closed Session 20. C.**

CC - REGULAR

Meeting Date: 12/02/2014

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

Department: COUNTY JUDGE

Information

CAPTION

Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Red Flower - Tax Abatement.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/26/2014 01:25 PM
Purchasing Department	Monica Badillo	11/26/2014 05:14 PM

Form Started By: SANDRA DELEON Started On: 11/26/2014 11:56 AM

Final Approval Date: 11/26/2014

AI-47600 **Closed Session 20. D.**

CC - REGULAR

Meeting Date: 12/02/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Pending/potential litigation:
The South 5.0 acres of the North 20.0 acres of Lot 45-2, WEST ADDITION TO SHARYLAND, Hidalgo County, Texas, according to the map recorded in Volume 1, Page 56, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/26/2014 03:11 PM
Purchasing Department	Monica Badillo	11/26/2014 05:14 PM

Form Started By: Monica Badillo Started On: 11/26/2014 03:04 PM

Final Approval Date: 11/26/2014

AI-47546 **Closed Session 20. E.**

CC - REGULAR

Meeting Date: 12/02/2014

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	11/24/2014 04:44 PM
Purchasing Department	Monica Badillo	11/26/2014 05:14 PM

Form Started By: Monica Badillo Started On: 11/24/2014

Final Approval Date: 11/26/2014

AI-47589 **Closed Session 20. F.**

CC - REGULAR

Meeting Date: 12/02/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Cause No. CL-13-1855-A; ALBERTO MARTINEZ vs. HIDALGO COUNTY, TEXAS

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/26/2014 01:20 PM
Purchasing Department	Monica Badillo	11/26/2014 05:14 PM

Form Started By: Monica Badillo Started On: 11/26/2014 11:47 AM

Final Approval Date: 11/26/2014

AI-47536 **Closed Session 20. G.**

CC - REGULAR

Meeting Date: 12/02/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Hector Miramontes

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/24/2014 11:11 AM
Purchasing Department	Monica Badillo	11/26/2014 05:14 PM

Form Started By: Aida Alvarez Started On: 11/24/2014 10:03 AM

Final Approval Date: 11/26/2014

AI-47543 **Closed Session 20. H.**

CC - REGULAR

Meeting Date: 12/02/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Elisa Rodriguez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/24/2014 04:44 PM
Purchasing Department	Monica Badillo	11/26/2014 05:14 PM

Form Started By: Aida Alvarez Started On: 11/24/2014 02:30 PM

Final Approval Date: 11/26/2014

AI-47554 **Closed Session 20. I.**

CC - REGULAR

Meeting Date: 12/02/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Maria Gutierrez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/25/2014 11:45 AM
Purchasing Department	Monica Badillo	11/26/2014 05:14 PM

Form Started By: Aida Alvarez Started On: 11/24/2014 04:48 PM

Final Approval Date: 11/26/2014

AI-47592 **Open Session 21. C.**

CC - REGULAR

Meeting Date: 12/02/2014

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

Department: COUNTY JUDGE

Information

CAPTION

Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Red Flower - Tax Abatement.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/26/2014 01:25 PM
Purchasing Department	Monica Badillo	11/26/2014 05:14 PM

Form Started By: SANDRA DELEON Started On: 11/26/2014 11:57 AM

Final Approval Date: 11/26/2014

AI-47601 **Open Session 21. D.**

CC - REGULAR

Meeting Date: 12/02/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Pending/potential litigation:
The South 5.0 acres of the North 20.0 acres of Lot 45-2, WEST ADDITION TO SHARYLAND, Hidalgo County, Texas, according to the map recorded in Volume 1, Page 56, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/26/2014 03:11 PM
Purchasing Department	Monica Badillo	11/26/2014 05:14 PM

Form Started By: Monica Badillo Started On: 11/26/2014 03:07 PM

Final Approval Date: 11/26/2014

AI-47545 **Open Session 21. E.**

CC - REGULAR

Meeting Date: 12/02/2014

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	11/24/2014 04:44 PM
Purchasing Department	Monica Badillo	11/26/2014 05:14 PM

Form Started By: Monica Badillo Started On: 11/24/2014

Final Approval Date: 11/26/2014

AI-47590 **Open Session 21. F.**

CC - REGULAR

Meeting Date: 12/02/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Cause No. CL-13-1855-A; ALBERTO MARTINEZ vs. HIDALGO COUNTY, TEXAS

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/26/2014 01:20 PM
Purchasing Department	Monica Badillo	11/26/2014 05:14 PM

Form Started By: Monica Badillo Started On: 11/26/2014 11:49 AM

Final Approval Date: 11/26/2014

AI-47537 **Open Session 21. G.**

CC - REGULAR

Meeting Date: 12/02/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Hector Miramontes

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/24/2014 11:11 AM
Purchasing Department	Monica Badillo	11/26/2014 05:14 PM

Form Started By: Aida Alvarez Started On: 11/24/2014 10:05 AM

Final Approval Date: 11/26/2014

AI-47544 **Open Session 21. H.**

CC - REGULAR

Meeting Date: 12/02/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Elisa Rodriguez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/24/2014 04:44 PM
Purchasing Department	Monica Badillo	11/26/2014 05:14 PM

Form Started By: Aida Alvarez Started On: 11/24/2014 02:32 PM

Final Approval Date: 11/26/2014

AI-47555 **Open Session 21. I.**

CC - REGULAR

Meeting Date: 12/02/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Maria Gutierrez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/25/2014 11:45 AM
Purchasing Department	Monica Badillo	11/26/2014 05:14 PM

Form Started By: Aida Alvarez Started On: 11/24/2014 04:49 PM

Final Approval Date: 11/26/2014