AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
February 4, 2015
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 -48343

Appointment or Re-appointment of board members to the Hidalgo County Regional Mobility Authority Board of Directors for a two year term.

B. AI -48349

Appointment of board member to represent the County of Hidalgo on the Tax Increment Reinvestment Zone Number One, City of McAllen Board of Directors

C. AI -48345

Discussion, consideration, and action to amend the Hidalgo County Tax Increment Reinvestment Zone (TIRZ) Policy.

D. AI -48354

Discussion, consideration, and possible action on a Resolution expressing the intent of Hidalgo County concerning the following three related City of Edinburg Tax Reinvestment Zone projects: (i) participating in Tax Increment Reinvestment Zone Number Four, City of Edinburg, Texas ("TIRZ#4") at a participation rate to be determined by the Court, of the M&O portion of the County's tax rate, (ii) terminating the Economic Development Agreement relating to The Shoppes at Rio Grande Valley in Tax Increment Zone Number One, City of Edinburg ("TIRZ#1"), and (iii) amending the existing Interlocal Agreement relating to TIRZ#1, including extending the term of TIRZ#1 and adding funding for the TIRZ#4 project; all such actions conditioned upon adoption of revised project plans for TIRZ#1 and TIRZ#4 by the City of Edinburg and the respective zones that are acceptable to Hidalgo County, and negotiation of agreements or amendments related to TIRZ#1 and TIRZ#4 that are acceptable to Hidalgo County.

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 -48198

Right of Way:
City of McAllen is requesting permission for Right of Entry for Surveying and Appraising on the East 4.33 acres, more or less, out of Lot 78, Block 4, La Homa Ranch Citrus Groves Subdivision, Unit No. 1, Hidalgo County, Texas. (Pct.3)

D. AI -48231

Discussion and approval of Uniform Policy for Office of Emergency Management

E. AI -48255

1. Approval to accept settlement offer from Assured Trucking Inc. Agency, LLC in the amount of $1,679.54 to settle auto accident with County vehicle. (Precinct 3)
2. Approval to authorize Valde Guerra, Executive Officer, to sign the Full and Final General Release form and all documents necessary to settle County auto claim with Assured Trucking Inc. Agency, LLC. (Precinct 3)

F. AI -48257

Approval to accept settlement check from Allstate Insurance Company in the amount of $960.43 to settle auto accident with County vehicle. (Precinct 3)

G. AI -48303

Environmental Compliance:
Requesting approval to authorize Valde Guerra, County Executive Officer to sign TCEQ Application to contribute penalty to a third party Supplemental Environmental Project Administrator.

H. AI -48338

Approval to authorize Valde Guerra, Executive Officer to sign City of Edinburg's Rental Contract (at no cost to county) for use of Edinburg Activity Center for County Health Fair to be held on February 11, 2015

8. Constables:

A. AI -48220

Constable Pct. 3 Investigation HB65 (1230)
Approval of 2015 appropriation of funds in the amount of $2,203.76 to fund travel expenditures.

B. AI -48218

Constable Pct. 3 (1220):
Approval of the appropriation of the 2014 LEOSE fund balance for 2015 for the Constable Pct. 3 Department in the total amount of $123.12.

C. AI -48221

Constable Pct. 3 US Treasury (1257)
Approval of 2015 appropriation of funds in the amount of $8,226.00 to fund various operating expenditures.

D. AI -48223

Constable Pct. 3
Approval of the appropriation of 2015 Federal Sharing D.O.J. Fund Balance for the Constable Precinct 3 Department in the total amount of $33,135.00

9. Human Resources - Esther Cortez:

A. AI -48314

DA Criminal / DA Civil Litigation (1100):
1. Discussion, approval and consideration of the following personnel actions effective, 01/26/2015:

Action	Slot#	Dept / Program	Position Title	Proposed Budgeted Allowance
Add Auto Allowance	0109	080-002	Assistant District Attorney III	$900.00
Add Auto Allowance	0110	080-002	Assistant District Attorney III	$900.00
Add Auto Allowance	0006	080-013	Attorney II	$900.00
Add Auto Allowance	0007	080-013	Attorney II	$900.00

2. Approval to revise the salary schedule in accordance with Commissioners Court action.

B. AI -48341

DA Civil Litigation (1100):
1. Discussion, approval and consideration to create one full-time position as follows:

Action	Slot#	Dept/Program	Position Title	Proposed Budgeted Salary
Create	0008	080-013	Executive Assistant I	$39,500.00

2. Approval to revise the salary schedule in accordance with Commissioners Court action.

C. AI -48278

Sheriff's Office (1100):
1. Approval of the following personnel actions, effective next full pay period of 02/09/2015:

Action	Position Title	Slot#	Budgeted Allowance Amount
Delete Clothing Allowance	Sr. Deputy Sheriff Step IV	0086	<$500.00>
Delete Clothing Allowance	Deputy Sheriff Step II	0109	<$500.00>
Add Clothing Allowance	Sr. Deputy Sheriff Step II	0208	$500.00
Add Clothing Allowance	Deputy Sheriff Step II	0239	$500.00

2. Approval to revise the salary schedule in accordance with Commissioners Court action.

D. AI -48347

Sheriff's Office (1100):

1. Discussion, approval and consideration of the following personnel actions:

Action	Slot#	Dept/Prog	Current Position Title	Current Budgeted Salary/Allowance	Proposed Position Title	Proposed Budgeted Salary/Allowance	Net Change
Reclassify/ Salary Increase	0016	280-001	Information Tech Manager	$56,162.00	Information System Administrator	$61,022.00	$4,860.00
Reclassify/ Salary Increase	0243	280-001	Human Resources Specialist II	$34,135.00	Human Resources Supervisor	$40,135.00	$6,000.00
Reclassify/ Salary Increase	0272	280-001	Administrative Asst II	$32,029.00	Executive Assistant I	$37,029.00	$5,000.00
Delete	0415	280-001	Quality Assurance Inspector	$55,000.00	-	-0-	<$55,000.00>
Create	0418	280-001	-	-0-	Communications Supervisor	$35,391.00	$35,391.00

2. Approval to revise the salary schedule in accordance with Commissioners Court action.

E. AI -48279

WIC ADM (1292):

1. Approval of the following personnel action(s), effective next full pay period of 02/09/2015:

Action	Slot No.	Position Title	Current/Proposed Budgeted Salary
Delete	0047	LVN II	<$41,280.00>
Delete	0063	Clerk IV	<$32,879.00>
Delete	0077	Clerk IV	<$30,342.00>
Delete	0118	Clinic Aide II	<$22,303.00>
Delete	0203	Clerk I	<$21,008.00>
Create	0251	Coordinator V	$60,000.00
Create	0252	Coordinator V	$60,000.00
Create	0253	Grants Accounting Supervisor	$60,000.00

2. Approval to revise the salary schedule in accordance with Commissioners Court action.

10. Sheriff's Office:

A. AI -48276

Authorization and approval to accept a six (6) month no cost extension for the COPS Hiring Program (CHP) Grant.

B. AI -48306

1. Approval of MOU agreement between HealthWebCE.com LLC and the Hidalgo County Sheriff's Office.
2. Approval of authorization for County Judge, as authorized official, to sign agreement.

11. Health & Human Services Department - Eddie Olivarez

A. AI -48331

1. Requesting approval to process the following invoice as a claim after auditing procedures are completed by County Auditor.

Vendor	Invoice Date	Invoice #	Amount
Bert Odgen	01/28/2015	RVCP616578	$362.13
		Total	**$362.13**

2. Requesting permission to process check to vendor prior to receiving unit.

B. Health Care Funding District:

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

C. Indigent Health Care Program:

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

12. Community Service Agency:

A. AI -48143

1. Requesting approval for the PY 2015 CSBG [Community Service Block Grant] Contract
2. Requesting approval for the PY 2015 CEAP [Comprehensive Energy Assistance Program]
3. Requesting electronic authorization for submittals of financial and programmatic reporting requirements between CHCSA and funding sources.

13. IT Department - Renan Ramirez

A. AI -48126

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

Time Warner Cable

06/03-07/02/14 $286.75
07/03-08/02/14 $64.20
08/03-09/02/14 $64.20
09/03-10/02/14 $64.20
10/03-11/02/14 $64.20
11/03-12/02/14 $64.20
12/03-01/02/15 $64.20

2. Requesting permission to process as claim due to a PO not being in place and partial payment coming from General Fund due to grant expiration. $475.07 will be funded from General Fund and $196.88 from the WIC Grant Fund.

B. AI -48107

Requesting authorization for Renan Ramirez, Chief Information Officer, to sign and submit Software Self-Audit Certification Letter to Microsoft on behalf of the County

C. AI -48242

COMMISSIONER PCT. 2
Authorization and approval to purchase new wireless device with service through the County's membership/participation with CONTRACT: DIR-SDD-1779 for VERIZON WIRELESS for the following:

Description:	User:	Employee ID:	Service Plan:
New Data Card Activation	Eduardo Cantu	207934	4G Mobile Broadband Unl. @ $37.99 month
New Data Card Activation	Armando Pompa	207888	4G Mobile Broadband Unl. @ $37.99 month
New Data Card Activation	Jorge D. Hinojosa	207861	4G Mobile Broadband Unl. @ $37.99 month
New Data Card Activation	Jose Cabeza De Vaca	207837	4G Mobile Broadband Unl. @ $37.99 month
New Data Card Activation	Office Use	n/a	4G Mobile Broadband Unl. @ $37.99 month
New Data Card Activation	Armando Garza	207845	4G Mobile Broadband Unl. @ $37.99 month

D. AI -48239

INFORMATION TECHNOLOGY

Authorization and approval to purchase new wireless device with service through the County's membership/participation with CONTRACT: DIR-SDD-1779 for VERIZON WIRELESS for the following:

Description:	User:	Service Plan:
New Data Card Activation	Office Use	4G Mobile Broadband Unlimited @ $37.99/month

14. Urban County - Diana Serna:

A. AI -48254

Approval of land acquisition of Bar #3- Tract A for the Delta Area Connector/ East Lateral Project (GLO 12-406-000-6453/DRS 210068).

B. AI -48256

The Urban County Program on behalf of the City of Sullivan City is requesting approval and award of best and final negotiated contract with S & B Infrastructure, Ltd. in the amount of $ 38,245.93 utilizing CDBG FY (2013) Street Improvements funds (Solar Street lighting).

C. AI -48313

Requesting approval of a budget and program amendment for the **City of Elsa**, Urban County Program FYs 17, 18, 25 & 27 (2004, 2005, 2012 & 2014). The **amendment** will decrease the Water/Sewer Improvements and Park, Recreational Facilities activities, delete existing streets from the approved workplans and create a new project scope which will add new streets to the revised workplans. The new streets to be reconstructed and added to the workplans are Oscar Gonzalez St., 6th St., Austin St., Hidalgo St., Ricky Crossland St., Magson St., and the surrounding and abutting streets in the same general vicinity of the project site.

15. Elections Administration - Yvonne Ramon:

A. AI -48211

Approval of Resolution that supports and urges the Texas Legislature to authorize Texans to have the option to register to vote by electronic means that conforms to the security requirements of the Texas Secretary of State and the Department of Public Safety.

B. AI -48250

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

16. TX. Agri-Life Extension Services:

A. AI -48297

Requesting approval to appoint new County Extension Agent-Horticulture, Ashley H. Gregory. Agent will commence employment as follows:

Name of Candidate	Agency/Employer	Date of Employment
Ashley H. Gregory	Texas A&M AgriLife Extension Service (1st Step - a one month training program)	March 2, 2015
	Hidalgo County Extension Service Office (County payroll)	April 1, 2015

17. Head Start Program - Teresa Flores:

A. AI -48148

Discussion/Approval on Request to Purchase One (1) Cargo Van for the Nutrition Department through the Hidalgo County's Membership/Participation with the Texas Association School Board (TASB) Buyboard's Awarded Vendor, Caldwell Country Chevrolet (Including TASB Administrative Fees)

B. AI -48267

Discussion, Approval and 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)(1)-(b)(7) Beginning October 2014 Pending Appointment of Community Representative: Commissioner Joseph Palacios, Precinct 4

18. WIC - Norma Longoria:

A. AI -48263

WIC- Lact. Resource and Training Centers Expansion (1292):
Authorization to ratify grant application for the Interagency Agreement for the WIC Lactation Resource and Training Centers Expansion by State General Revenue, Office of Title V and Family Health, Division of Family and Community Health Services, DSHS.

B. AI -47956

WIC (1292):
1. Approval of Amended Contract #2015- 047381-001A between Hidalgo County Health and Human Services WIC Program and the Department of State Health Services (DSHS) effective 01/01/2015.
2. Authorization for the County Judge to sign amended WIC contract 2015-047381-001A.
3. Approval of Certification of Revenues in the amount of $302,200.00 as certified by the County Auditor for FY 2015 WIC grant.
4. Approval of appropriation of grant funds in the amount of $302,200.00 for the FY 2015 WIC Admin. grant.

19. Planning Department - Raul Sesin:

A. AI -48194

1. Preliminary Approval
a. P. Torres Subdivision – Pct. 4 (Pedro Torres)
b. Las Brisas Heights Subdivision – Pct. 4 (Kyndel Bennett)
c. Howling Trails Subdivision – Pct. 3 (La Joya ISD)

2. Final Approval
a. M.E. Alaniz Subdivision – Pct. 4 (Maria Elida Alaniz)
b. Lara Subdivision – Pct. 1 (Nereida Lara)
c. RG Estates Phase II – Pct. 4 (William Schwarz)

3. Final Approval with Financial Guarantee
a. Acres of Santa Cruz Phase II-A – Pct. 3 (Richard Ruppert)
b. Re-plat of Lot 12, Santa Cruz Ranches Ph I – Pct. 4 (Tomas Guzman)
c. Pueblo De Palmas Ph. 16 – Pct. 4 (J. Gary Frisby)

20. Precinct #4 - Comm. Palacios:

A. AI -48224

Requesting approval of payment to the Texas Commission on Environmental Quality (TCEQ) in the amount of $96.48 for the air emissions fee.

21. HIDTA - Task Force:

A. AI -48291

HIDTA US Justice Asset Forfeiture (1254):
Approval of the revised 2015 HIDTA US Justice Asset Forfeiture fund Overtime employee schedule approved by Commissioners' Court on 01/06/15 (AI-47861)

22. Budget & Management - Sergio Cruz:

A. AI -48353

Presentation regarding upcoming warrant postcard initiative

B. Budget Appropriations:

1. AI -48350

Various Departments (1304)
Approval of 2015 appropriation of funds for Various Departments in the total amount of $493,270.00 to fund the purchase of a replacement vehicles.

2. AI -48312

Probate Court (1243):
Approval of 2015 appropriation of funds in the amount of $45,000.00 to fund various operating expenditures.

23. 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 -48269

A. The Department of Budget & Management, requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional services;

B. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's protocol of approved "pool" of Professional SURVEYING SERVICES" (ON CALL) for "COUNTY OWNED PROPERTIES" located within HIDALGO COUNTY;

Totals	R.E. Garcia & Associates	Quintanilla, Headley & Associates	Melden & Hunt, Inc.
Scores	93	96	90
Ranking			

C. Authority for the Purchasing Department to negotiate a professional services agreement commencing with the No. 1 ranked firm _____ for the purposes of (ON CALL) "professional SURVEYING SERVICES" for "COUNTY OWNED PROPERTIES" located within HIDALGO COUNTY.

B. Executive Officer

1. AI -48238

Hidalgo County Safety Division:
Requesting approval of a "finding" by Hidalgo County Commissioners Court that promotional items to be purchased for distribution at the Employee Health Fair do "serve a public purpose" in encouraging "safety first" protocols and thus maintaining a healthy workforce.

C. Pct. 1

1. AI -48286

Acceptance and approval of the following work authorizations as submitted by LeFevre Engineering & Management Consulting, Inc. amid Contract #C-14-308-09-09 for the provision of "Professional Engineering Services" as follow:

a) Work Authorization No. 1-Spanish Palms Subdivision Street & Drainage Improvements project in the amount of $57,365.00 thru assigned requisition #270662;

b) Work Authorization No. 2-Palm Street Improvements project in the amount of $17,115.94 thru assigned requisition #270697.

2. AI -48324

Accept and approve final negotiated "professional appraisal services" agreement with **George Jaime Salazar, II** d/b/a **APPRAISAL HAUS** for **"Appraisal Services"** for **"Job Specific" Project: "Youth Village & Weslaco Health Clinic" (Partial Property)** located within **Hidalgo County Precinct #1**, as (approved for negotiations by CC on 09/09/14).

D. Colonia Access Program Pct. 1

1. **AI -48326**

Acceptance and approval of the following work authorizations as submitted by LeFevre Engineering & Management Consulting, Inc. Contract No.C-CAP-14-398-12-16

A.) Work Authorization No.1 Heidelberg Subdivision in the amount of $66,993.85

B.) Work Authorization No.2 Lorenzana Subdivision project in the amount of $10,732.89

E. IT Department:

1. **AI -47738**

a. Acceptance and approval to utilize and purchase through WSCA-NASPO Cooperative Purchasing Organization's awarded vendor, ShoreTel Inc through its' authorized partner, Richline Technical Services as permitted through Exhibit A-1 Addendum identified and approved to sell products/supports and related services under ShoreTel Inc's Contract #AR627 including the catalog support pricing for this year's services of Hidalgo County's existing ShoreTel Equipment List; and

b. Acceptance and approval of proposal as submitted by Richline Technical Services in the amount of $61,527.34 for the continuation of the products support of Hidalgo County's existing ShorteTel's telephone equipment related services and items as described in supporting itemized proposed documentation with authority for County Judge or Court Member to execute pertinent forms.

F. Pct. 4

1. **AI -48332**

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) for a "professional architectural services";

b. Presentation of the scoring grid (for the purposes of ranking by CC) the firm graded & evaluated through the County's approved "pool" of **Architectural Firms** in connection to the **"Design and Construction of a Mechanical Shop"** at **Hidalgo County Precinct 4**;

ARCHITECTURAL FIRMS

Totals	ERO Architects	Milnet Architectural Services	ROFA Architects Inc.
Scores	99	96	95
Ranking			

c. Authority for the Purchasing Department to negotiate a professional **(AIA form of Agreement)** for **Architectural Services** for the purposes of the **"Design and Construction of a Mechanical Shop"** at **Hidalgo County Precinct 4,** with the No.1 ranked firm _____ for Architectural Services.

24. 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 -48236

Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Heights

D. AI -48228

C-0020-15-B; Esther Mata De La Garza v. Hidalgo County, Precinct 3, Pl 1 and Judge Luis Garza

E. AI -48240

C-0255-15-A; Pablo and Amanda Garcia ind. and as reps of Estate of Rai Garcia v Hidalgo County and Rosalaba Elizondo

F. AI -48252

Claim of Domingo Sierra & Silvia Sierra

G. AI -48273

Claim of David Diaz

H. AI -48321

Claim of Aurora Fuentes

25. Open Session:

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. AI -48237

Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Heights

D. AI -48229

C-0020-15-B; Esther Mata De La Garza v. Hidalgo County, Precinct 3, Pl 1 and Judge Luis Garza

E. AI -48241

C-0255-15-A; Pablo and Amanda Garcia ind. and as reps of Estate of Rai Garcia v Hidalgo County and Rosalaba Elizondo

F. AI -48253

Claim of Domingo Sierra & Silvia Sierra

G. AI -48274

Claim of David Diaz

H. AI -48322

Claim of Aurora Fuentes

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

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

28. **Adjourn**

AI -48343 **County Judge's Office** **6. A.**

CC - REGULAR

Meeting Date: 02/04/2015

Submitted For: Robert Villarreal, COUNTY JUDGE

Submitted By: Sandra Deleon, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Appointment or Re-appointment of board members to the Hidalgo County Regional Mobility Authority Board of Directors for a two year term.

BACKGROUND

Current vacancies for County Judge, Pct. 3, & Pct. 4.

Fiscal Impact

Attachments

board

by-laws

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/30/2015 03:03 PM
Purchasing Department	Monica Badillo	01/30/2015 05:20 PM
Form Started By: Sandra Deleon		Started On: 01/30/2015 02:24 PM
Final Approval Date: 01/30/2015		

HIDALGO COUNTY REGIONA MOBILIBTY AUTHORITY
BOARD OF DIRECTORS

Appointee	Appointed by	Date appointed	Term Expires	
Rance G. Sweeten	Gov Rick Perry	9/12/2014	2/1/2016	
Alonzo Cantu	Judge R. Garcia	2/20/2013	2/1/2015	
Josue Reyes	AC Cuellar	2/25/2014	2/1/2016	
Michael Cano	Tito Palacios	3/5/2014	2/1/2016	<----- Julian Ibarra Jr. appointed on 1/20/15 by Comm. Cantu
Ricardo Perez	Joe Flores	5/20/2013	2/1/2015	
Forrest Runnels	Joseph Palacios	5/20/2013	2/1/2015	

*Pct. 2 - Michael Cano resigned effective 1/8/15

As of 1/8/15

AMENDED AND RESTATED BYLAWS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

The bylaws of the Hidalgo County Regional Mobility Authority (the "Authority"), initially adopted by the Authority on October 12, 2006, and amended by that First Amendment to the Bylaws on May 20, 2008, is hereby amended and restated as provided below by the Board of Directors of the Authority on September 24, 2014.

§ 1. The Authority

These bylaws are made and adopted for the regulation of the affairs and the performance of the functions of the Hidalgo County Regional Mobility Authority (the "Authority"), a regional mobility authority authorized and existing pursuant to Chapter 370 of the Texas Transportation Code, as the same may be amended from time to time (the "RMA Act"), as well as rules adopted by the Texas Department of Transportation ("TxDOT"), as may be amended from time to time, concerning the operation of regional mobility authorities, located at Title 43 Texas Administrative Code, Rule 26.01, *et seq*. (the "RMA Rules").

a. The Authority was created pursuant to Texas Transportation Commission (the "Commission") Minute Order Number 110315 adopted by the Commission on November 17, 2005.

b. The Authority is a political subdivision of the State of Texas.

§ 2. Principal Office

The domicile and principal office of the Authority shall be in Hidalgo County.

§ 3. General Powers

The activities, property, and affairs of the Authority will be managed by its Board of Directors (the "Board"), which may exercise all powers and do all lawful acts permitted by the Constitution and statutes of the State of Texas (the "State"), the RMA Act, the RMA Rules, and these bylaws.

§ 4. Initial Board

a. The initial Board of the Authority shall be composed of seven (7) Directors, appointed as follows:

(1) The Governor shall appoint one (1) Director, who shall serve as the presiding officer of the Board. The Governor's Appointee must be a resident of Hidalgo County.

(2) The Commissioners Court of Hidalgo County shall appoint five (5) Directors, two (2) with terms of two (2) years and three (3) with terms of (1) year. Each Director must be a resident of Hidalgo County.

(3) The City of McAllen shall recommend one (1) Director with a term of two (2) years to the Commissioners Court of Hidalgo County for appointment to the Authority. Such Director may be a resident of the City of McAllen and must be a resident of Hidalgo County.

b. The terms of the initial Directors of the Authority shall begin on the date of their appointment by the office or entity which appointed them through February 1 of the year in which the term of each initial Director expires.

c. Directors may be reappointed at the discretion of the entity which appointed them.

d. Each initial Director shall serve until his or her successor has been duly appointed and qualified or until his or her death, resignation, or removal from office in accordance with these bylaws.

§ 5. Subsequent Directors

a. When the term of an initial Director of the Authority expires, and thereafter, when the term of each Director subsequently appointed Director expires, the entity that appointed or recommended the Director whose term is expiring shall appoint or recommend a successor to that Director.

b. Subject to Section 7 of these bylaws, each successor to an initial Director, and each Director thereafter appointed, shall be appointed for a two (2)-year term commencing on February 2 of the year of appointment and expiring on February 1 two (2) years later. Each Director shall serve until his or her successor has been duly appointed and qualified or until his or her death, resignation, or removal from office in accordance with these bylaws or provisions of state law.

c. Upon the admission of a new entity into the Authority, the number of Directors may be increased in accordance with any then-applicable laws and regulations.

d. In the event that the addition or withdrawal of a county from the Authority results in at even number of Directors on the Board, the governor shall appoint an additional Director.

e. Directors qualified to serve under applicable law and these bylaws may be reappointed following the expiration of their terms. Except as otherwise provided by applicable law, there is no limitation on the number of terms a Director may serve.

§ 6. Qualifications of Directors

a. All Directors will have and maintain the qualifications set forth in this Section 6 and in the RMA Act or RMA Rules.

b. All appointments to the Board shall be made without regard to disability, sex, religion, age, or national origin.

c. Each Director appointed by the Commissioners Court of Hidalgo County or by a municipality located within Hidalgo County must be a resident of the County at the time of their appointment. All gubernatorial appointees must also be residents of Hidalgo County at the time of his or her respective appointments.

d. An elected official is not eligible to serve as a Director.

e. An employee of a city, county, or other governmental entity located wholly or partly within the boundaries of the Authority is not eligible to serve as a Director. An employee of TxDOT is not eligible to serve as a Director.

f. A person who is an officer, employee, or paid consultant of a Texas trade association in the field of road construction or maintenance, public transportation or aviation, or whose spouse is an officer, manager, or paid consultant of a Texas trade association in the aforementioned fields, is not eligible to serve as a Director or as the Authority's Executive Director.

g. A person who owns an interest in real property that will be acquired for an Authority project is not eligible to serve as a Director, if it is known at the time of the person's proposed appointment that the property will be so acquired.

h. A person is not eligible to serve as a Director or as the Authority's Executive Director if the person or the person's spouse:

(1) is employed by or participates in the management of a business entity or other organization, other than a governmental entity, that is regulated by or receives money from TxDOT, the Authority or Hidalgo County, unless the Commission approves an exception;

(2) owns or controls, directly or indirectly, more than a ten (10) percent interest in a business entity or other organization that is regulated by or receives money from TxDOT, the Authority, or Hidalgo County, other than compensation for acquisition of highway right-of-way;

(3) uses or receives a substantial amount of tangible goods, services, or money from TxDOT or the Authority;

(4) is an officer, employee, or paid consultant of a Texas trade association in the field of road construction or maintenance, public transportation, or aviation; or

(5) is required to register as a lobbyist under Chapter 305, Government Code, because of the person's activities for compensation on behalf of a profession related to the operation of TxDOT, the Authority, or Hidalgo County.

i. A person is not ineligible to serve as a Director or Executive Director of the Authority if the person has received funds from TxDOT for acquisition of highway right-of-way, unless the acquisition was for a project of the Authority.

j. All Directors shall annually certify to the Secretary of the Board that he or she is qualified to serve as a Director of the Authority, pursuant to and in accordance with these bylaws, the RMA Act, and the RMA Rules, as may be amended. Such certification shall be made in a form as provided by the Authority; provided, however, that the submission to the Secretary of those similar certifications required by the State of Texas shall satisfy this requirement.

§ 7. Vacancies

A vacancy on the Board shall be filled promptly by the entity that made the appointment that falls vacant. Each Director appointed to a vacant position shall be appointed for the unexpired term of the Director's predecessor in that position. Reappointment to a full term is permitted thereafter.

§ 8. Resignation and Removal

a. Resignation. A Director may resign at any time upon giving written notice to the Authority and the entity that appointed that Director.

b. Removal. A Director may be removed from the Board if the Director does not possess at the time the Director is appointed, or does not maintain, the qualifications required by the RMA Act, the RMA Rules, or these bylaws; or, if the Director violates any of the foregoing. In addition, a Director who cannot discharge the Director's duties for a substantial portion of the term for which he or she is appointed because of illness or disability, or a Director who is absent from more than half of the regularly scheduled Board meetings during a given calendar year, may be removed. If the Executive Director of the Authority knows that a potential ground for removal of a Director exists, the Executive Director shall notify the Chairman of the potential ground for removal. The Chairman then shall notify the entity that appointed such Director of potential ground for removal. Additionally, the Hidalgo County Commissioners Court or the City Council may respectively remove a Director appointed by that entity for cause. A Director shall be considered removed from the Board only after the Authority receives notice of removal from the entity that appointed such Director.

§ 9. Compensation of Directors

Directors shall serve without compensation, but will be reimbursed for their actual expenses of attending each meeting of the Board and for such other expenses as may be reasonably incurred in their carrying out the duties and functions as set forth herein.

§ 10. Conflicts of Interest; Ethics and Compliance

a. A Director or employee of the Authority shall not:

(1) accept or solicit any gift, favor, or service that might reasonably tend to influence that Director or employee in the discharge of official duties on behalf of the Authority or that the Director or employee knows or should know is being offered with the intent to influence the Director or employee's official conduct;

(2) accept other employment or engage in a business or professional activity that the Director or employee might reasonably expect would require or induce the Director or employee to disclose confidential information acquired by reason of the official position;

(3) accept other employment or compensation that could reasonably be expected to impair the Director's or employee's independence of judgment in the performance of the Director's or employee's official duties;

(4) make personal investments, including investments of a spouse, that could reasonably be expected to create a substantial conflict between the Director's or employee's private interest and the interest of the Authority or that could impair the ability of the Director or employee to make independent decisions;

(5) intentionally or knowingly solicit, accept, or agree to accept any benefit for having exercised the Director's or employee's official powers or performed the Director's or employee's official duties in favor of another;

(6) have a personal interest in an agreement executed by the Authority; or

(7) contract with the Authority or be directly or indirectly interested in a contract with the Authority or the sale of property to the Authority.

b. Directors shall familiarize themselves and comply with all applicable laws regarding conflicts of interest, including Chapters 171 or 176 of the Texas Local Government Code and any conflict of interest policy adopted by the Board.

c. The Authority shall adopt a written internal compliance and ethics program within the first anniversary of its creation. The ethics and compliance program shall:

(1) be designed to detect and prevent violations of the law, including regulations, and ethical standards applicable to the entity or its officers or employees; and

(2) provide that:

(A) High-level personnel are responsible for oversight of compliance with the program's standards and procedures;

(B) Reasonable steps are being taken to achieve compliance by using monitoring and auditing systems reasonably designed to detect

noncompliance and providing and publicizing a system for reporting noncompliance without fear of retaliation;

(C) Consistent enforcement of compliance standards and procedures is administered through appropriate disciplinary mechanisms;

(D) Reasonable steps are taken to respond appropriately to detected offenses and to prevent future offenses; and

(E) A written code of conduct for employees is adopted to address record retention, fraud, equal opportunity employment, sexual harassment and misconduct, conflicts of interest, personal use of Authority property, and gifts and honoraria.

§ 11. Additional Obligations of Directors

Directors shall comply with additional requirements provided by the RMA Act and RMA Rules, including:

a. The requirement to file an annual personal financial statement with the Texas Ethics Commission as provided by §370.2521 of the RMA Act;

b. The requirement to complete training on the RMA's responsibilities under the Open Meetings Act and the Public Information Act as provided by §§551.005 and 552.012 of the Texas Government Code;

c. The nepotism laws under Chapter 573, Texas Government Code; and

d. The HCRMA Ethics and Compliance Program as adopted by the Board under Title 43 of the Texas Administrative Code, Rule 10.51.

§ 12. Meetings

a. Regular Meetings. All regular meetings of the Board shall be held in Hidalgo County, at a specific site, date, and time to be determined by the Chairman. The Chairman may postpone any regular meeting if it is determined that such meeting is unnecessary or that a quorum will not be achieved, but no fewer than four (4) regular meetings shall be held during each calendar year.

b. Special Meetings. Special meetings and emergency meetings of the Board may be called, upon proper notice, at any time by the Chairman or at the request of any three (3) Directors. Special meetings and emergency meetings shall be held at such time and place as is specified by the Chairman, if the Chairman calls the meeting, or by the three (3) Directors, if they call the meeting.

c. Agendas. The Chairman shall set the agendas for meetings of the Board, except that the agendas of meetings called by three (3) Directors shall be set by those Directors.

§ 13. Voting; Quorum

a. Voting. Each Director, including the Chairman, has equal voting status and may vote on Authority matters.

b. Quorum. A majority of the Directors constitutes a quorum, and the vote of a majority of the Directors present at a meeting at which a quorum is present will be necessary for any action to be taken by the Board. No vacancy in the membership of the Board will impair the right of a quorum to exercise all of the rights and to perform all of the duties of the Board. Therefore, if a vacancy occurs, a majority of the Directors then serving in office will constitute a quorum.

§ 14. Meetings by Telephone

As authorized by §370.262 of the RMA Act, the Board, committees of the Board, staff, or any combination thereof, may participate in and hold open or closed meetings by means of teleconference or other electronic communications equipment by which all persons participating in the meeting can communicate with each other and at which public participation is permitted by a speaker telephone or other electronic communications equipment at a conference room of the Authority or other facility in a county of the Authority that is accessible to the public. Such meetings are subject to the notice requirements set forth in §§551.125(c) – (f) of the Texas Open Meetings Act, however they are not subject to the additional requirements of §§551.125(b) of the Act. The notice must state the location where members of the public can attend to hear those portions of the meeting open to the public. Participation in a meeting pursuant to this Section 14 constitutes being present in person at such meeting, except that a Director will not be considered in attendance when the Director appears at such a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened as generally provided under Section 17 of these bylaws. Each part of a meeting conducted by telephone conference call or other electronic means that by law must be open to the public shall be accessible to the public at the location specified in the notice and shall be tape-recorded and documented by written minutes. On conclusion of the meeting, the tape recording and the written minutes of the meeting shall be made available to the public within a reasonable period of time.

§ 15. Procedure

All meetings of the Board and its committees shall be conducted generally in accordance with Robert's Rules of Order pursuant to statutorily proper notice of meeting posted as provided by law. The Chairman at any time may change the order of items to be considered from that set forth in the notice of meeting, provided that all agenda items that require a vote by the Board shall be considered at the meeting for which they have been posted. To the extent procedures prescribed by applicable statutes, the RMA Rules or these bylaws conflict with Robert's Rules of Order, the statutes, the RMA Rules, or these bylaws shall govern.

§ 16. Committees

a. Executive Committee. The Authority shall establish an Executive Committee, consisting of the officers of the Authority as identified in Section 21, and such

other members as the Chairman may direct. Meetings of the Executive Committee shall be conducted on no less than three (3) days' notice to the Executive Committee members. A majority of the members of the Executive Committee constitutes a quorum of the Committee, and the vote of a majority of the members present at a meeting at which a quorum is present will be necessary for any action taken by the Executive Committee. Minutes shall be kept of all meetings of the Executive Committee. Consistent with this Section 16, the Executive Committee shall have and may exercise all of the authority of the Board, subject to the limitations imposed by applicable law; provided, however, that the Executive Committee shall not enter into or approve any contract, nor authorize the expenditure of funds on behalf of the Authority, except to the extent explicitly authorized in a resolution of the Board. Actions requiring Board approval shall be submitted to the Board as recommendations of the Executive Committee.

b. Ad Hoc and Standing Committees. The Chairman at any time may designate from among the Directors one or more ad hoc or standing committees, each of which shall be comprised of three (3) or more Directors, and may designate one (1) or more Directors as alternate members of such committees, who may, subject to any limitations imposed by the Chairman, replace absent or disqualified members at any meeting of that committee. The Chairman serves as an ex-officio member of each committee.

c. Authority of Committees. If approved by resolution and passed by a majority vote of the Board, a committee shall have and may exercise all of the authority of the Board, to the extent provided in such resolution and subject to the limitations imposed by applicable law; provided that no Committee shall be authorized to enter into or approve any contract, nor authorize the expenditure of funds on behalf of the Authority. All contracts and expenditures of the Authority shall be made by the Board of Directors.

d. Committee Members. The Chairman shall appoint the chairman of each committee, as well as Directors to fill any vacancies in the membership of the committees. At the next regular meeting of the Board following the Chairman's formation of a committee, the Chairman shall deliver to the Directors and the Secretary a written description of the committee, including (a) the name of the committee, (b) whether it is an ad hoc or standing committee, (c) its assigned function(s) and/or task(s), (d) whether it is intended to have a continuing existence or to dissolve upon the completion of a specified task and/or the occurrence of certain events, (e) the Directors designated as members and alternate members to the committee, and its chairman, and (f) such other information as requested by any Director. The Secretary shall enter such written description into the official records of the Authority. The Chairman shall provide a written description of any subsequent changes to the name, function, task, term, or composition of any committee in accordance with the procedure described in the preceding two sentences. A committee also may be formed by a majority vote of the Board, which vote (and not independently the Chairman) also shall specify

the committee's chairman and provide the descriptive information otherwise furnished by the Chairman in accordance with the preceding three sentences.

e. Committee Meetings. A meeting of any committee formed pursuant to this Section 16 may be called by the Chairman, the chairman of the applicable committee, or by any two members of the committee. All committees comprised of a quorum of the Board shall keep regular minutes of their proceedings and report to the Board as required. The designation of a committee of the Board and the delegation thereto of authority shall not operate to relieve the Board, or any Director, of any responsibility imposed upon the Board or the individual Director by law. To the extent applicable, the provisions of these bylaws relating to meetings, quorums, meetings by telephone, and procedure shall govern the meetings of the Board's committees.

§ 17. Notice of Meetings

Notice of each meeting of the Board shall be sent by mail, electronic mail, or facsimile to all Directors entitled to vote at such meeting. If sent by mail, such notice will be deemed delivered when it is deposited in the United States mail with sufficient postage prepaid. If sent by electronic mail or facsimile, the notice will be deemed delivered when transmitted properly to the correct email address or number, provided that an additional copy of such notice shall be sent by overnight delivery as confirmation of the notice sent by electronic mail or facsimile. Such notice of meetings also may be given by telephone, provided that any of the Chairman, Executive Director, Secretary, or their designee speaks personally to the applicable Director to give such notice.

§ 18. Waiver of Notice

Whenever any notice is required to be given to any Director by statute or by these bylaws, a written waiver of such notice signed by the person or persons entitled to such notice, whether before or after the time required for such notice, shall be deemed equivalent to the giving of such notice.

§ 19. Attendance as Waiver

Attendance of a Director at a meeting of the Board or a committee thereof will constitute a waiver of notice of such meeting, except that a Director will not be considered in attendance when the Director appears at such a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

§ 20. Officers

The officers of the Authority shall consist of a Chairman, a Vice-Chairman, a Secretary, and a Treasurer. The offices of Secretary and Treasurer may be held simultaneously by the same person. The individuals elected as officers shall not be compensated for their service as officers. However, officers shall be reimbursed for all expenses incurred in conducting proper Authority business and for travel expenses incurred in the performance of their duties. If desired, the Board

may also designate an Assistant Secretary and Assistant Treasurer, who shall also be considered officers of the Authority.

§ 21. Election and Term of Office

Except for the office of Chairman, which is filled by the Governor's appointment, officers will be elected by the Board for a term of one (1) year, subject to Section 22 of these bylaws. The election of officers to succeed officers whose terms have expired shall be by a vote of the Directors of the Authority at the first meeting of the Authority held after February 1 of each year or at such other meeting as the Board determines.

§ 22. Removal and Vacancies of Officers

Each officer shall hold office until a successor is chosen and qualified, or until the officer's death, resignation, or removal, or, in the case of a Director serving as an officer, until such officer ceases to serve as a Director. Any officer, except the Chairman, may resign at any time upon giving written notice to the Board. The Chairman may resign at any time upon giving written notice to the Board and the Governor. Any officer except the Chairman may be removed from service as an officer at any time, with or without cause, by the affirmative vote of a majority of the Directors of the Authority. The Directors of the Authority may at any meeting vote to fill any vacated officer position except the Chairman position due to an event described in this Section 22 for the remainder of the unexpired term.

§ 23. Chairman

The Chairman is appointed by the Governor and is a Director of the Authority. The Chairman shall appoint all committees of the Board as specified in these bylaws (except as otherwise provided in Section 16 of these bylaws), call all regular meetings of the Board, and preside at and set the agendas for all meetings of the Board (except as provided in the concluding sentence of Section 12 of these bylaws). The Chairman shall further review and approve all requests for reimbursement of expenses sought by the Executive Director.

§ 24. Vice Chairman

The Vice Chairman must be a Director of the Authority. During the absence or disability of the Chairman, upon the Chairman's death (and pending the Governor's appointment of a successor new Chairman), or upon the Chairman's request, the Vice Chairman shall perform the duties and exercise the authority and powers of the Chairman.

§ 25. Secretary

The Secretary need not be a Director of the Authority, The Secretary shall:

a. keep true and complete records of all proceedings of the Directors in books provided for that purpose and shall assemble, index, maintain, and keep up-to-date a book of all of the policies adopted by the Authority;

b. attend to the giving and serving of all notices of meetings of the Board and its committees and such other notices as are required by the office of Secretary and as may be directed by the RMA Act, any trust indenture binding on the Authority, Directors of the Authority, or the Executive Director;

c. seal with the official seal of the Authority (if any) and attest all documents, including trust agreements, bonds, and other obligations of the Authority that require the official seal of the Authority to be impressed thereon;

d. execute, attest, and verify signatures on all contracts in which the total consideration equals or exceeds an amount established in resolutions of the Board, contracts conveying property of the Authority, and other agreements binding on the Authority which by law or Board resolution require attestation;

e. certify resolutions of the Board and any committee thereof;

f. maintain custody of the corporate seal, minute books, accounts, and all other official documents and records, files and contracts that are not specifically entrusted to some other officer or depository; and

g. hold such administrative offices and perform such other duties as the Directors or the Executive Director shall require.

§ 26. Treasurer

The Treasurer need not be a Director of the Authority. The Treasurer shall:

a. execute all requisitions to the applicable bond trustee for withdrawals from the construction fund, unless the Board designates a different officer, Director, or employee of the Authority to execute any or all of such requisitions;

b. execute, and if necessary attest, any other documents or certificates required to be executed and attested by the Treasurer under the terms of any trust agreement or supplemental trust agreement entered into by the Authority;

c. maintain custody of the Authority's funds and securities and keep a full and accurate account of all receipts and disbursements, and endorse, or cause to be endorsed, in the name of the Authority and deposit, or cause to be deposited, all funds in such bank or banks as may be designated by the Authority as depositories;

d. render to the Directors at such times as may be required an account of all financial transactions coming under the scope of the Treasurer's authority;

e. give a good and sufficient bond, to be approved by the Authority, in such an amount as may be fixed by the Authority;

f. invest such of the Authority's funds as directed by resolution of the Board, subject to the restrictions of any trust agreement entered into by the Authority; and

g. hold such administrative offices and perform such other duties as the Directors of the Authority or the Executive Director shall require. If, and to the extent that, the duties or responsibilities of the Treasurer and those of any administrator conflict and are vested in different persons, the conflicting duties and responsibilities shall be deemed vested in the Treasurer.

§ 27. Administrators

The chief administrator of the Authority shall be the Executive Director. Other administrators may be appointed by the Executive Director with the consent of the Board. All such administrators, except for the Executive Director, shall perform such duties and have such powers as may be assigned to them by the Executive Director or as set forth in Board Resolutions. Any administrator may be removed, with or without cause, at any time by the Executive Director. All administrators will be reimbursed for expenses incurred in performance of their duties as approved by the Executive Director and the Executive Director's expense reimbursements shall be approved by the Executive Committee.

§ 28. Executive Director

a. The Executive Director will be selected by the Board and shall serve at the pleasure of the Board, performing all duties assigned by the Board and implementing all resolutions adopted by the Board.

b. In addition, the Executive Director:

(1) shall be responsible for general management, hiring and termination of employees, and day-to-day operations of the Authority;

(2) shall be responsible for preparing a draft of the Strategic Plan for the Authority's operations as described in Section 37 of these bylaws;

(3) shall be responsible for preparing a draft of the Authority's written Annual Report, as described in Section 37 of these bylaws;

(4) at the invitation of the Hidalgo County Commissioners Court or of the city council of a municipality located within the County, shall appear, with representatives of the Board, before the inviting body to present the Authority's Annual Report and respond to questions and receive comments regarding the Report or the Authority's operations;

(5) may execute inter-agency and interlocal contracts and service contracts approved by the Board;

(6) may execute contracts, contract supplements, contract change orders, and purchase orders not exceeding amounts established in Resolutions of the Board; and

(7) shall have such obligations and authority as may be described in one or more Resolutions enacted from time to time by the Board.

c. The Executive Director may delegate the foregoing duties and responsibilities as the Executive Director deems appropriate; provided such delegation does not conflict with applicable law or any express direction of the Board.

§ 29. Interim or Outsourced Executive Director

The Board may designate an Interim Executive Director to perform the duties of the Executive Director during such times as the position of Executive Director is vacant. The Interim Executive Director need not be an employee of the Authority. Alternatively, the Board may contract with any municipality in Hidalgo County through an interlocal agreement to provide administrative and other professional services in lieu of or in addition to hiring an Executive Director.

§ 30. Indemnification by the Authority

a. Indemnification. Any person made a party to or involved in any litigation, including any civil, criminal or administrative action, suit or proceeding, by reason of the fact that such person is or was a Director, officer, or administrator of the Authority or by reason of such person's alleged negligence or misconduct in the performance of his or her duties as such Director, officer, or administrator shall be indemnified by the Authority, to the extent funds are lawfully available and subject to any other limitations that exist by law against liability and the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him or her in connection with any action therein, except in relation to matters as to which it is adjudged that such Director, officer, or administrator is liable for gross negligence or willful misconduct in the performance of his or her duties.

b. Exception. In the event of a conviction for an offense involving the conduct for which the Director, officer, or administrator was indemnified, the officer, Director, or administrator shall be liable to the Authority for the amount of indemnification paid, with interest at the legal rate for interest on a judgment from the date the indemnification was paid, as provided by §370.258 of the RMA Act. A conviction or judgment entered in connection with a compromise or settlement of any such litigation shall not by itself be deemed to constitute an adjudication of liability for such gross negligence or willful misconduct.

c. Right to be Paid. The right to indemnification will include the right to be paid by the Authority for expenses incurred in defending a proceeding in advance of its final disposition in the manner and to the extent permitted by the Board in its sole discretion. In addition to the indemnification described above that the Authority shall provide a Director, officer or administrator, the Authority may, upon

approval of the Board in its sole discretion, indemnify a Director, officer, or administrator under such other circumstances, or may indemnify an employee, against liability and reasonable expenses, including attorneys' fees, incurred in connection with any claim asserted against him or her in said party's capacity as a Director, officer, administrator, or employee of the Authority, subject to any limitations that exist by law. Any indemnification by the Authority pursuant to this Section 30 shall be evidenced by a resolution of the Board.

§ 31. Expenses Subject to Indemnification

As used herein, the term "expenses" includes fines or penalties imposed and amounts paid in compromise or settlement of any such litigation only if:

a. independent legal counsel designated by a majority of the Board, excluding those Directors who have incurred expenses in connection with such litigation for which indemnification has been or is to be sought, shall have advised the Board that, in the opinion of such counsel, such Director, officer, administrator, or other employee is not liable to the Authority for gross negligence or willful misconduct in the performance of his or her duties with respect to the subject of such litigation; and

b. a majority of the Directors shall have made a determination that such compromise or settlement was or will be in the best interest of the Authority.

§ 32. Procedure for Indemnification

Any amount payable by way of indemnity under these bylaws may be determined and paid pursuant to an order of or allowance by a court under the applicable provisions of the laws of the State of Texas in effect at the time and pursuant to a resolution of a majority of the Directors, other than those who have incurred expenses in connection with such litigation for which indemnification has been or is to be sought. In the event that all the Directors are made parties to such litigation, a majority of the Board shall be authorized to pass a resolution to provide for legal expenses for the entire Board.

§ 33. Additional Indemnification

The right of indemnification provided by these bylaws shall not be deemed exclusive of any right to which any Director, officer, administrator, or other employee may be entitled, as a matter of law, and shall extend and apply to the estates of deceased Directors, officers, administrators, and other employees.

§ 34. Contracts and Purchases

All contracts and purchases on behalf of the Authority shall be entered into and made in accordance with rules of procedure prescribed by the Board and applicable laws and rules of the State of Texas and its agencies.

§ 35. Sovereign Immunity

Unless otherwise required by law, the Authority will not by agreement or otherwise waive or impinge upon its sovereign immunity.

§ 36. Termination of Employees

Employees of the Authority shall be employees at will unless they are a party to an employment agreement with the Authority executed by the Chairman upon approval by the Board. Employees may be terminated at any time, with or without cause, by the Executive Director subject to applicable law and the policies in place at the time of termination.

§ 37. Reports

The Executive Director shall direct that all reports required under State law, the RMA Act, the RMA Rules or requested by TxDOT shall be prepared and delivered. At the time of the adoption of these bylaws, the required reports include:

a. Strategic Plan. Each even-numbered year, the Authority shall issue a Strategic Plan of its operations covering the next five (5) fiscal years, beginning with the next odd-numbered fiscal year. A draft of each Strategic Plan shall be submitted to the Board for review, approval, and, subject to revisions required by the Board, adoption.

b. Annual Report. Under the direction of the Executive Director (or in the absence of an Executive Director, the Chairman), the staff of the Authority shall prepare a draft of an Annual Report on the Authority's activities during the preceding year and describing all revenue bond issuances anticipated for the coming year, the financial condition of the Authority, all project schedules, and the status of the Authority's performance under the most recent Strategic Plan. The draft shall be submitted to the Board not later than January 30th for review, approval, and, subject to revisions required by the Board, adoption. Not later than March 3l following the conclusion of the preceding fiscal year, the Authority shall file with the Hidalgo County Commissioners Court the Authority's Annual Report, as adopted by the Board.

c. Financial Reports. The Authority shall submit to Hidalgo County and the City of McAllen (i) its annual operating and capital budgets for each fiscal year, along with any amended or supplemental operating or capital budget, within ninety (90) days of the beginning of the fiscal year; (ii) its annual financial information and notice of material events required to be disclosed under Rule 15c2-12 of the United States Securities and Exchange Commission, within thirty (30) days after disclosure; and (iii) a statement of any surplus revenue held by the Authority and a summary of how the Authority intends to use such surplus, within ninety (90) days of the of the beginning of the fiscal year. Such financial reports must be approved by the Board and certified as correct by the chief administrative officer of the Authority.

d. Annual Audit. The Authority shall submit annual audit, conducted by an independent certified public accountant in accordance with generally accepted auditing standards (as modified by the governor's Uniform Grant Management Standards, or the standards of the Office of Management and Budget A-133, Audits of States, Local Governments, and Non-profit Organizations, as applicable) to Hidalgo County and the City of McAllen within one hundred twenty (120) days after the end of the fiscal year.

e. Investment Reports. Within thirty (30) days' of acceptance of an independent auditor's report, the Authority shall submit to Hidalgo County and the City of McAllen an independent auditor's review of the annual reports of investment transactions prepared by the Authority's investment officers. Such investment reports must be approved by the Board and certified as correct by the chief administrative officer of the Authority.

f. Project Report. Not later than December 31 of year, the Authority shall submit to the Commission a written report that describes the progress made during that year on each transportation project or system of projects of the Authority, including the initial project for which the Authority was created.

g. Presentation of Reports. At the invitation of the Hidalgo County Commissioners Court or of the city council of a municipality located within Hidalgo County, representatives of the Board and the Executive Director shall appear before the inviting body to present the Annual Report, provide any other information requested, and respond to questions and receive comments.

h. Notice of Debt. The Authority shall give 90 days' notice to the Hidalgo County Commissioners Court of the date of issuance of revenue bonds.

i. Compliance Report. Within one hundred fifty (150) days after the end of the fiscal year, in the form required by TxDOT, the Authority shall submit to TxDOT's Executive Director a report that lists each duty the Authority is required to perform under Title 43 Texas Administrative Code Chapter 26(G) that indicates the Authority has performed the requirements for the fiscal year. The Compliance Report must be approved by the Board and certified as correct by the chief administrative officer of the Authority.

§ 38. Rates and Regulations; Compliance with Law

The Board shall, in accordance with all applicable trust agreements, the RMA Act, the RMA Rules, or other law, establish toll rates and fees, weight restrictions, designate speed limits, establish fines for toll violators, and adopt rules and regulations for the use and occupancy of said project.

§ 39. Seal

The official seal of the Authority shall consist of the embossed impression of a circular disk with the words "Hidalgo County Regional Mobility Authority, 2006" on the outer rim, with a star in the center of the disk.

§ 40. Fiscal Year

The fiscal year for the Authority shall be from January 1 to December 31.

§ 41. Public Access Policy

The Authority shall maintain an access policy to be adopted by the Board that provides the public with a reasonable opportunity to appear before the Board to speak on any issue under the jurisdiction of the Authority.

§ 42. Appeals Procedure

The Authority shall maintain an appeals procedure to be adopted by the Board and amended from time to time that sets forth the process by which parties may bring to the attention of the Authority their questions, grievances, or concerns and may appeal any action taken by the Authority.

§ 43. Amendments to Bylaws

Except as may be otherwise provided by law, these bylaws may be amended, modified, altered, or repealed in whole or in part, at any regular meeting of the Board after ten (10) days' advance notice has been given by the Chairman to each Director of the proposed change. These bylaws may not be amended at any special or emergency meeting of the Board.

§ 44. Dissolution of the Authority

a. Voluntary Dissolution

(1) The Authority may not be dissolved unless the dissolution is approved by the Commission. The Board may submit a request to the Commission for approval to dissolve.

(2) The Commission may approve a request to dissolve only if:

(A) all debts, obligations, and liabilities of the Authority have been paid and discharged or adequate provision has been made for the payment of all debts, obligations and liabilities;

(B) there are no suits pending against the Authority, or adequate provision has been made for the satisfaction of any judgment, order or decree that may be entered against it in any pending suit; and

(C) the Authority has commitments from other governmental entities to assume jurisdiction of all Authority transportation facilities.

b. Involuntary Dissolution

(1) The Commission by order may require the Authority to dissolve if the Commission determines that the Authority has not substantially complied with the requirements of a Commission Rule or an agreement between the department and the Authority and the Commission has given the Board thirty (30) days' written notice of its intention to adopt such an order.

(2) The Commission may not require dissolution unless:

(A) The Conditions described in Section 44(a)(2)(A) and (B) have been met; and

(B) The holders of any indebtedness have evidenced their agreement to the dissolution.

* * * * *

Adopted October 2, 2006
First Amendment approved May 20, 2008
Amended and Restated Bylaws approved September 24, 2014

AI -48349 **County Judge's Office** **6. B.**

CC - REGULAR

Meeting Date: 02/04/2015

Submitted For: Robert Villarreal, COUNTY JUDGE

Submitted By: Sandra Deleon, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Appointment of board member to represent the County of Hidalgo on the Tax Increment Reinvestment Zone Number One, City of McAllen Board of Directors

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/30/2015 03:38 PM
Purchasing Department	Monica Badillo	01/30/2015 05:20 PM
Form Started By: Sandra Deleon		Started On: 01/30/2015 03:10 PM
Final Approval Date: 01/30/2015		

AI -48345 **County Judge's Office** **6. C.**

CC - REGULAR

Meeting Date: 02/04/2015

Submitted For: Robert Villarreal, COUNTY JUDGE

Submitted By: Sandra Deleon, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Discussion, consideration, and action to amend the Hidalgo County Tax Increment Reinvestment Zone (TIRZ) Policy.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/30/2015 03:00 PM
Purchasing Department	Monica Badillo	01/30/2015 05:20 PM
Form Started By: Sandra Deleon		Started On: 01/30/2015 02:56 PM
Final Approval Date: 01/30/2015		

AI -48354 **County Judge's Office** **6. D.**

CC - REGULAR

Meeting Date: 02/04/2015

Submitted For: Michael Leo, COUNTY JUDGE **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: COUNTY JUDGE

Information

CAPTION

Discussion, consideration, and possible action on a Resolution expressing the intent of Hidalgo County concerning the following three related City of Edinburg Tax Reinvestment Zone projects: (i) participating in Tax Increment Reinvestment Zone Number Four, City of Edinburg, Texas ("TIRZ#4") at a participation rate to be determined by the Court, of the M&O portion of the County's tax rate, (ii) terminating the Economic Development Agreement relating to The Shoppes at Rio Grande Valley in Tax Increment Zone Number One, City of Edinburg ("TIRZ#1"), and (iii) amending the existing Interlocal Agreement relating to TIRZ#1, including extending the term of TIRZ#1 and adding funding for the TIRZ#4 project; all such actions conditioned upon adoption of revised project plans for TIRZ#1 and TIRZ#4 by the City of Edinburg and the respective zones that are acceptable to Hidalgo County, and negotiation of agreements or amendments related to TIRZ#1 and TIRZ#4 that are acceptable to Hidalgo County.

BACKGROUND

Fiscal Impact

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Monica Badillo	01/30/2015 05:20 PM

Form Started By: Monica Badillo Started On: 01/30/2015 05:02 PM

Final Approval Date: 01/30/2015

RESOLUTION EXPRESSING THE INTENT OF HIDALGO COUNTY CONCERNING THE FOLLOWING THREE RELATED CITY OF EDINBURG TAX REINVESTMENT ZONE PROJECTS: (I) PARTICIPATING IN TAX INCREMENT REINVESTMENT ZONE NUMBER FOUR, CITY OF EDINBURG, TEXAS AT A PARTICIPATION RATE TO BE DETERMINED BY THE COURT, OF THE M&O PORTION OF THE COUNTY'S TAX RATE, (II) TERMINATING THE ECONOMIC DEVELOPMENT AGREEMENT RELATING TO THE SHOPPES AT RIO GRANDE VALLEY IN TAX INCREMENT ZONE NUMBER ONE, CITY OF EDINBURG, AND (III) AMENDING THE EXISTING INTERLOCAL AGREEMENT RELATING TO TIRZ ONE, INCLUDING EXTENDING THE TERM OF TIRZ ONE AND ADDING FUNDING FOR THE TIRZ FOUR PROJECT; ALL SUCH ACTIONS CONDITIONED UPON ADOPTION OF REVISED PROJECT PLANS FOR TIRZ#1 AND TIRZ FOUR BY THE CITY OF EDINBURG AND THE RESPECTIVE ZONES THAT ARE ACCEPTABLE TO HIDALGO COUNTY, AND NEGOTIATION OF AGREEMENTS OR AMENDMENTS RELATED TO TIRZ ONE AND TIRZ FOUR THAT ARE ACCEPTABLE TO HIDALGO COUNTY.

WHEREAS, the **COUNTY OF HIDALGO** (the "**County**"), desires to promote and encourage the orderly growth and development within the County, and encourage the creation of economic development and new jobs within the County, and has therefore agreed to participate in certain tax increment finance zones and has adopted a policy concerning future participation in such zones (the "**TIRZ Policy")**; and

WHEREAS, pursuant to Ordinance No. 07-3211 adopted by the City Council (the "**City Council**") of the **CITY OF EDINBURG, TEXAS** (the "**City**") on September 4, 2007, the City approved the creation of **REINVESTMENT ZONE NUMBER ONE, CITY OF EDINBURG, TEXAS** (the "**TIRZ One**") in accordance with the provisions of Chapter 311, Texas Tax Code, as amended (the "**Act**"); and

WHEREAS, pursuant to Ordinance No. 2013-3687 adopted by the City Council on November 19, 2013, the City approved the creation of **REINVESTMENT ZONE NUMBER FOUR, CITY OF EDINBURG, TEXAS** ("**TIRZ Four**") in accordance with the provisions the Act; and

WHEREAS, the City and the County entered into that certain *Interlocal Agreement*, dated as of November 8, 2011 (the "**TIRZ One Interlocal Agreement**"), which provides, among other things, for certain payments by the City and the County into the "Tax Increment Fund" established and maintained by the City relating to the TIRZ One; and

WHEREAS, the **CITY OF EDINBURG, TEXAS LOCAL GOVERNMENT FINANCE CORPORATION** (the "**Issuer**"), is a nonprofit local government corporation created by the

City pursuant to the provisions of Subchapter D of Chapter 431, Texas Transportation Code, as amended, to aid and act on behalf of the City to assist with financing and constructing economic development projects within the City in order to promote economic development and to stimulate business and commercial activity in the City, all at the request of the City Council of the City and

WHEREAS, the City has informed the County, that the City Council desires to bring to the City a new first-class, indoor multipurpose event center, to be located on approximately 49.57 acres of land at the corner of Alberta Road and State Highway 281 in the City, which is expected to include approximately 8,500 fixed seats, 10 luxury suites, 1,200 club seats, a restaurant/club area, locker rooms, offices for sports team personnel, offices for facility management, and a marquee, and will be designed to host a variety of entertainment events, including sporting events such as basketball and ice hockey, concerts, family shows and trade shows, which, together with related parking and infrastructure, is herein referred to as the "**Arena Project**"; and

WHEREAS, the Arena Project will be located in TIRZ Four, and the City has asked the County to participate in TIRZ Four, which would require the City and the County to enter into an Interlocal Agreement related to such participation (the **TIRZ Four Interlocal Agreement**"); and

WHEREAS, the City has informed the County that the City desires that revenues to support annual debt service payments, for certain "Contract Revenue Bonds" being issued by the Issuer to finance a portion of the costs to construct the Arena Project (the "**Contract Revenue Bonds**"), will come from numerous local sources, all of which are more fully described in the draft of that certain *Project Funding Agreement Related to Edinburg Entertainment Center*, expected to be dated as of March 1, 2015 (the "**Project Funding Agreement**"), by and among (i) the Issuer, (ii) TIRZ One, (iii) TIRZ Four, (iv) the City, and (v) the Edinburg Economic Development Corporation (the "**EEDC**"); and

WHEREAS, the EEDC is a nonstock, nonprofit industrial development corporation created by the City pursuant to the provisions of Section 4A of the Development Corporation Act of 1979, which originally was found at Article 5190.6, Texas Revised Civil Statutes, as amended ("**Article 5190.6**"), to act on behalf of the City to satisfy the public purposes set forth in Section 4A of Article 5190.6 (all of which is now found, as it relates to the EEDC, primarily in Chapters 501, 502 and 504 of the Texas Local Government Code); and

WHEREAS, a majority of the citizens of the City voting at an election held on January 20, 1990, authorized the City to levy a sales and use tax on the receipts at retail of taxable items within the City at a rate of one-half of one percent (½ of 1%) to be used for improving and promoting industrial and economic development in accordance with Section 4A of Article 5190.6 (the "**EEDC Sales Tax**"); and

WHEREAS, in 2007, the City, along with the Issuer, the County, the EEDC , and **FIRST HARTFORD REALTY CORPORATION**, a Delaware corporation (the "**Shoppes Developer**"), entered into an *Economic Development Agreement*, dated as of February

20, 2007, which was subsequently amended with amendments dated and effective as of August 16, 2011, and November 15, 2011 (collectively, the "**Shoppes Development Agreement**"), which, among other things, (i) set forth the respective party's rights and obligations in connection with the development and construction by the Shoppes Developer of a retail shopping center in the City (now generally known as "*The Shoppes at Rio Grande Valley*"), which is further described therein (the "**Shoppes Project**"), and (ii) the potential reimbursements to be provided to the Developer by the City and the EEDC; and

WHEREAS, as required by the Shoppes Development Agreement, in 2007 the City created, pursuant to Chapter 311, Texas Tax Code, TIRZ One, and committed to use certain tax increment revenues generated from ad valorem taxes levied by the City and the County within TIRZ One to reimburse the Shoppes Developer for certain expenditures related to the Shoppes Project; and

WHEREAS, to further support the Shoppes Project, the City and the EEDC committed, pursuant to the Shoppes Development Agreement, to use certain revenues generated within TIRZ One to reimburse the Shoppes Developer for certain expenditures related to the Shoppes Project; and

WHEREAS, the City and the EEDC each have remaining financial obligations to the Shoppes Developer under the Shoppes Development Agreement that need to be extinguished prior to the issuance of the Contract Revenue Bonds by the Issuer; therefore, it is necessary for the parties to the Shoppes Development Agreement to formally terminate the Shoppes Development Agreement by entering into an **AGREEMENT TO TERMINATE ECONOMIC DEVELOPMENT AGREEMENT RELATING TO THE SHOPPES AT RIO GRANDE VALLEY**, to be dated as of March 1, 2015, by and among the Shoppes Developer, the City, the County, the EEDC and the Issuer (the "**Termination Agreement**"); and

WHEREAS, TIRZ One and TIRZ Four are essentially adjacent due to the fact that the southeast corner of the TIRZ One and the northern-most northwest corner of TIRZ Four are separated only by Highway 281 (both being at the intersection of Trenton Road and Highway 281 in the City), and the City has informed the County that the Arena Project will be located less than one-half mile from TIRZ One; and

WHEREAS, it is reasonably expected that, due to the Arena Project's close proximity to Zone One, TIRZ Four's Arena Project will generate additional economic activity in TIRZ One as many persons attending events at the Arena Project will patronize commercial establishments in the Shoppes Project and in other property located in TIRZ One either before or after such events; and

WHEREAS, even though the Arena Project is not located within the boundaries of the TIRZ One, Section 311.010(b) of the Act allows TIRZ One to "dedicate revenue from the tax increment fund to pay the costs of providing . . . areas of public assembly in or out of the zone", and the City has informed the County that the Arena Project will be

an "area of public assembly" within the meaning of such Section 311.010(b) of the Act; and

WHEREAS, TIRZ One desires to permit and dedicate revenue from the TIRZ One tax increment fund to be used to support the development and construction of the Arena Project, including assisting with the payment of debt service on Contract Revenue Bonds; and

WHEREAS, the TIRZ One Interlocal Agreement would need to be amended to allow for the use of revenue from the TIRZ One tax increment fund to be used for the Arena Project, to extend the term thereof and for certain other changes desired by the parties as set forth in the draft of the **FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF EDINBURG, TEXAS AND HIDALGO COUNTY, TEXAS RELATING TO REINVESTMENT ZONE NUMBER ONE, CITY OF EDINBURG, TEXAS** (the "**First Amendment**"); and

WHEREAS, the project and finance plans for TIRZ One and TIRZ Four (collectively, the "**Project Plans**") have been or will need to be amended to accommodate the City's development of TIRZ One and TIRZ Four, including the Arena Project; and

WHEREAS, drafts of the TIRZ Four Interlocal Agreement, the Termination Agreement and the First Amendment have been presented to and reviewed by the Commissioners Court of the County; and

WHEREAS based on the benefits and special circumstances for economic development that will be generated through the creation of, and participation by the County in TIRZ Four, including the related changes to TIRZ One, the County wishes to express its non-binding intent to (i) participate in TIRZ Four at a participation rate to be determined by the Commissioners Court, of the maintenance and operations (**"M&**O") portion of the County's tax rate, (ii) terminate the Shoppes Development Agreement, and (iii) amend the existing TIRZ One Interlocal Agreement, including extending the term of TIRZ One and adding funding for the TIRZ Four Arena Project; all such actions conditioned upon adoption of revised Project Plans for TIRZ One and TIRZ Four by the City and the respective zones that are acceptable to the County and negotiation of agreements or amendments related to TIRZ One and TIRZ Four that are acceptable to the County and are in accordance with the TIRZ Policy, as such TIRZ Policy is in effect at the time of such adoption;

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court does hereby express its non-binding intent to (i) participate in the proposed TIRZ Four at a level to be determined by the Commissioners Court (but in no event to exceed 100% of the applicable M&O tax rate on the tax increment generated within TIRZ Four); (ii) terminate the Shoppes Development Agreement; and (iii) amend the existing TIRZ One Interlocal Agreement, including extending the term of TIRZ One and adding funding for the TIRZ Four Arena Project; in each case subject to and conditioned on all of the following:

1. **Revised Project Plans for TIRZ One and TIRZ Four, which are acceptable to the County, are adopted by the City and the respective Zones.**

2. **If not previously provided to the County, all information required pursuant to the TIRZ Policy is provided to the County so that the County may complete its review of the respective zones in accordance with the TIRZ Policy.**

3. **A TIRZ Four Interlocal Agreement between the City and the County setting forth terms and conditions (including participation rate) for participation in TIRZ Four by the County that are acceptable to the County and are in accordance with applicable law and the then applicable TIRZ Policy is presented to and approved by the Hidalgo County Commissioners Court, and such TIRZ Four Interlocal Agreement is executed by the parties thereto.**

4. **A Termination Agreement between the parties to the Shoppes Development Agreement setting forth terms and conditions for termination of the Shoppes Development Agreement that are acceptable to the County and are in accordance with applicable law and the then applicable TIRZ Policy is presented to and approved by the Hidalgo County Commissioners Court, and such Termination Agreement is executed by the parties thereto.**

5. **A First Amendment between the parties to the TIRZ One Interlocal Agreement forth terms and conditions (including participation rate) for the County's continued participation in TIRZ One that are acceptable to the County and are in accordance with applicable law and the then applicable TIRZ Policy is presented to and approved by the Hidalgo County Commissioners Court, and such First Amendment is executed by the parties thereto.**

Approved this 4th day of February, 2015.

_____
RAMON GARCIA
County Judge

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

_____
HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

_____
JOE M. FLORES
County Commissioner, Pct. 3

_____
JOSEPH PALACIOS
County Commissioner, Pct. 4

_____
Attest: ARTURO GUAJARDO, JR.
Hidalgo County Clerk

AI -48198 **Executive Office** **7. C.**

CC - REGULAR

Meeting Date: 02/04/2015

Submitted By: Rebecca Gomez, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Right of Way:
City of McAllen is requesting permission for Right of Entry for Surveying and Appraising on the East 4.33 acres, more or less, out of Lot 78, Block 4, La Homa Ranch Citrus Groves Subdivision, Unit No. 1, Hidalgo County, Texas. (Pct.3)

BACKGROUND

Fiscal Impact

Attachments

City of Mcallen- Pct.3 ROE

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/22/2015 09:37 AM
Purchasing Department	Monica Badillo	01/30/2015 05:20 PM
Form Started By: Rebecca Gomez		Started On: 01/21/2015 03:29 PM
Final Approval Date: 01/30/2015		

CITY OF
McALLEN

JAMES E. 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

ROEL RODRIGUEZ, P.E., City Manager

RECEIVED BY
HIDALGO COUNTY AUDITOR
JAN 21 AM 11 22

Permission: Right of Entry for Surveying and Appraising

January 14, 2015

Hidalgo County
2808 S. Business Highway 281
Edinburg, Texas 78539

Via: Certified Mail
Return Receipt Requested
7013 2250 0001 3131 4700

Tract Description: The East 4.33 acres, more or less, out of Lot 78, Block 4, La Homa Ranch Citrus Groves Subdivision, Unit No. 1, Hidalgo County, Texas

Dear Property Owner:

Halff Associates, Inc. is providing surveying services for the City of McAllen for the Sprague Road Sewer project. We are requesting your permission to allow our field crews to enter your property to perform these surveys and locate property corners. In addition, the City is requesting for periodic entry on to your property to conduct field surveys necessary to develop project. Entry to property will be kept to a minimum, however if there are any special comments or instructions, please specify them at the end of the next page.

If this property has been sold, please provide the name and address of the new owner. If there are any lessors or tenants on the property that should be contacted, please include this information in the space provided below. If you are agreeable, please sign in the space provided below, and then mail the signed original back to the City in the stamped, addressed envelope we have enclosed for your convenience. Also, if you have access to a fax machine or scanner, we would appreciate you faxing or emailing the City a copy of your signed authorization before you mail the original. Our fax number is (956) 681-1099 email address is jbackor@mcallen.net. We have also enclosed a copy of this letter for you to keep for your records. Due to time considerations, your earliest reply would be greatly appreciated.

If you have any questions, please contact Halff Associates, Inc. at (956) 664-0286 or Jeanie Backor with the City of McAllen at (956) 681-1188.

Thank you for your assistance in this matter.

Sincerely,

Jeanie Backor

Jeanie Backor, ARWP
Land Acquisition Director

Hidalgo County
2808 S. Business Highway 281
Edinburg, Texas 78539

Tract Description: The East 4.33 acres, more or less, out of Lot 78, Block 4, La Homa Ranch Citrus Groves Subdivision, Unit No. 1, Hidalgo County, Texas

ACCEPTANCE OF ENTRY TO PROPERTY
Parcel # 25

Permission is hereby granted to enter my property to perform surveys for the City of McAllen. I understand that Halff Associates, Inc. will repair and restore or pay the cost of repairing and restoring any property damaged as a result of the survey activities conducted upon my property. If to be repaired or restored, the property will be repaired or restored as nearly as possible to its condition prior to such survey work. I understand any such damage requests must be submitted in writing by me to Halff Associates, Inc. within 30 calendar days of date of occurrence.

Owner:

Hidalgo County

_____
Name:_____
Title:_____

Date_____

Special Comments, Instructions, Lessors or Tenants Names, Address and Phone Number:

_____
_____
_____
_____

AI -48231 **Executive Office** **7. D.**

CC - REGULAR

Meeting Date: 02/04/2015

Submitted For: Valde Guerra, EXECUTIVE OFFICE

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion and approval of Uniform Policy for Office of Emergency Management

BACKGROUND

Fiscal Impact

Attachments

Policy

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/23/2015 04:10 PM
Purchasing Department	Monica Badillo	01/30/2015 05:20 PM
Form Started By: Monica Badillo		Started On: 01/23/2015 11:32 AM
Final Approval Date: 01/30/2015		

Hidalgo County Judge's Office
Emergency Management

Approved by Commissioners
Court on: _____

UNIFORM, CLOTHING POLICY

1.0 Purpose:

The purpose of this policy is to establish standards and guidance in the wearing of uniforms for those employees and persons assigned duties with the Hidalgo County Judge's Office, Office of Emergency Management. The uniform allows a visual identification of the person's assignment and agency at a glance. The uniform also serves to reflect a professional appearance.

2.0 Affects:

The policy affects all personnel assigned to the Hidalgo County Office of Emergency Management.

3.0 Proper Uniform Prescribed:

3.1 Personnel wearing the uniform will only wear the uniform and insignia while on duty; on official business, or while on assignment, as prescribed and approved herein.

3.2 In addition to on-duty wear, uniformed members are authorized to wear the uniform while attending any special ceremonial event, memorial religious event, meeting, training, or other assigned duties that may require the uniform to clearly identify the person as a representative from the Office of Emergency Management.

3.3 Department Head/ Supervisor may authorize other forms of dress/clothing during special assignments and or designated casual attire days.

4.0 Improper Uniform Wear Prohibited:

Personnel issued a uniform will not wear the uniform or any portion thereof while off-duty, to any political gathering, or any other public or private gathering or to any business, or location that may be deemed as inappropriate.

5.0 Appearance in Uniform:

5.1 Personnel shall maintain a neat and professional appearance while in uniform that shall be representative of the County and the Office of Emergency Management.

5.2 In general, the uniform shall be clean and neatly pressed. Footwear shall be clean and polished. Footwear that is not polish-able shall be maintained clean and free of

debris. Uniform shirts that are designed to be tucked into the trousers/pants shall be tucked in.

5.2 In those circumstances where the uniform becomes extremely soiled or dirty because of use, personnel will make every effort to change into a clean uniform within a reasonable amount of time.

6.0 Approved Uniforms:

Only those uniforms listed herein shall be worn while on-duty. Insignia emblems may embroider upon those uniforms, but no personalized embroidery shall be allowed to permanently affix to any uniform. Embroidered name tags are allowed but they must be affixed to the uniform with "Velcro" type tape. A metal name plate may be displayed when in uniform. The name tape or plate shall be worn directly above the right breast pocket, no more than 1/8 inch above the pocket tab.

6.1 Uniform - May also be called the utility uniform. This will be the daily wear uniform and will normally consist of a solid colored shirt with solid colored trousers/pants. Dependent upon the time of year and the weather, a long sleeve shirt may be worn in place of the short sleeve one.

6.2 Headgear: Headgear is considered personal protective equipment and personnel will wear the appropriate headgear commensurate with the circumstances and situation. This includes but is not limited to "baseball type cap, "boonie style" floppy hats and hard hats.. Headgear will have the appropriate insignias identifying the person wearing it as a member of the Office of Emergency Management.

6.3 Footwear: Footwear is considered personal protective equipment and personnel will wear the appropriate footwear commensurate with the circumstance and situation. This includes but is not limited to, black polish-able boots or shoes, "steel toe" boots or shoes, hot weather boots/shoes, SAR boots, sneakers/tennis shoes, wet-shoes, oil resistant boots, rubber boots, etc. Other than boots or shoes worn on a daily basis, or wet-shoes, all other footwear shall meet or exceed those standards set forth by the NFPA, ANSI or OSHA.

6.4 Gloves: Gloves will be issued and worn as personal protective equipment and will be commensurate with the circumstances and situation. Other than those gloves commercially available for everyday use, all others shall meet or exceed those standards set forth by the NFPA, ANSI or OSHA.

6.5 Eyewear/Facewear: Dependant on assignment or the job at hand – eyewear may be issued to protect the eyes or face from ultraviolet light, projectiles, debris, and or heat. This section includes face and neck protectors with or without particle masks that are

flame retardant or resistant. Protective eyewear must meet or exceed those standards set forth by ANSI, NFPA, or OSHA. IE: safety goggles or safety glasses.

6.6 Light Duty T-Shirts: T-shirts shall display the Emergency Management logo over the left front upper torso, and shall have distinct markings in large bold letters of a contrasting color of the undershirt with the words "HIDALGO COUNTY EMERGENCY MANAGEMENT " emblazoned upon the back that will readily identify the person wearing it. The undershirt may or may not have a front pocket.

6.7 Belts: Belts shall be worn when in uniform

6.8 Outerwear: Shall consist of coats, jackets, traffic vests, rain-coat, and other foul weather gear. All issued outerwear coats and jackets, may have the Emergency Management patch attached to sleeves. High visibility vests, raincoats and other foul weather gear shall have the words "HIDALGO COUNTY EMERGENCY MANAGEMENT" emblazoned upon the back and front in reflective lettering. Traffic Vests shall meet or exceed those standards set forth for emergency responders working alongside federal highways.

7.0 Daily Wear:

The uniform of the day shall be worn daily during working hours, or during after-hour callouts. Once on-scene, individual determination may be made as to what needs to be utilized , unless information is provided beforehand about the scene hazards that would allow the responder to change into the appropriate uniform or personal protective clothing for the situation, prior to departure. Persons may remove the outer shirt and display the undershirt while on-scene to prevent damage and staining to the outer uniform shirt.

7.1 Law Enforcement Insignia: Only those persons that are licensed and commissioned as peace officers may wear any article of clothing that has the words "POLICE", "LAW ENFORCEMENT", or other similar language on them.

7.2 Civilian: Those persons that are employed by or assigned to the Office of Emergency Management may be issued uniforms or portions of uniforms, if those persons are deployable to any scene, any emergency operations center, or any other location where it will be necessary to readily identify those persons as members of the Office of Emergency Management, this includes any person that normally works within the office environment. These uniforms will not be personalized with the person's name on it. This may occur only during special situations.

8.0 Identification Card:

In addition to the standard issue Hidalgo County employee identification card those persons assigned emergency management (permanently or temporarily) duties shall be issued an identification card that identifies the bearer as a member of the Office of Emergency Management. This card may have the bearers' qualifications and credentialing imprinted on the back of it.

9.0 Civilian clothing:

Personnel assigned to or employed by the Office of Emergency Management may wear civilian type non-uniform clothing as called for by Hidalgo County Personnel Policies.

9.1 Assignment – Personnel assigned may wear clothing appropriate for the environment that they will be working in.

9.2 Clerical and Support Staff- Personnel in those assignments may wear civilian clothing on a daily basis. The clothing must be office appropriate and may be classified as business attire. Clerical and support staff will be issued uniforms for those occasions when they may be deployed to an event or assigned to work in an Emergency Operations Center. Uniforms may be worn on a daily basis in lieu of civilian clothing.

9.3 Casual Wear Days – On those days designated as such and with prior supervisory approval employees may wear business casual attire. Clothing worn must be presentable, appropriate and in good taste for an office setting, as called for by the Hidalgo County Personnel Policy.

10.0 Other:

Nothing contained within this policy shall be construed to supersede any other county policy or procedure concerning a dress code, uniform policy, or any other policy.

11.0 Alterations and Upkeep:

Any alterations to uniforms shall be the responsibility of the employee issued to. Alterations may be made to the uniforms to insure proper fit. Uniforms will not be altered to the point where they are skin-tight or the alteration will affect the performance of the clothing. Employees are expected to launder and press their own uniforms.

12.0 Budget:

Any and all items of clothing, headgear, and personal protective equipment that are issued to employees and those persons assigned to the Office of Emergency Management, shall only be purchased with County funds, and in accordance with and under the guise of standard purchasing policies of the County.

12.1 Personal Purchase: Employees are discouraged from using personal funds to purchase unique clothing and uniforms that have permanent logos of the Office of Emergency Management. Notwithstanding, nothing within this policy will preclude the purchase of clothing, uniforms, and personal protective equipment using employee's personal funds, as long as the quality and style of the clothing, uniforms and personal protective equipment meet or exceed the requirements set forth within this policy. Employees will not be reimbursed for those purchases made from personal funds. The employee purchasing their own uniforms and clothing shall notify the department head of such purchase via a memo that shall be kept in the employees file.

13.0 Separation:

Employees separating from service or employ of the Office of Emergency Management shall return all issued clothing, uniforms, personal protective equipment and other issued equipment to the Emergency Management Coordinator. Any uniform, clothing, or personal protective equipment that has the Emergency Management Badge of office permanently affixed to it, shall be surrendered to the office. Those items that were purchased with personal funds may be kept but a memorandum must be on file detailing their purchase.

14.0 Personal Protective Equipment: (PPE)

Protective equipment, including personal protective equipment for eyes, face, head, and extremities, protective clothing, respiratory devices, and protective shields provided, are to be maintained in a sanitary and reliable condition.
The material for all personal protective equipment will be of such that meets or exceeds those standards set forth by ANSI, OSHA, NFPA standards or any other standard that regulates personal protective equipment.

This policy shall become effective immediately upon Commissioners Court approval.

AI -48255 **Executive Office** **7. E.**

CC - REGULAR

Meeting Date: 02/04/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

1. Approval to accept settlement offer from Assured Trucking Inc. Agency, LLC in the amount of $1,679.54 to settle auto accident with County vehicle. (Precinct 3)
2. Approval to authorize Valde Guerra, Executive Officer, to sign the Full and Final General Release form and all documents necessary to settle County auto claim with Assured Trucking Inc. Agency, LLC. (Precinct 3)

BACKGROUND

DOI: 10/08/14 4-1100-360-00-000-005-0-000

Fiscal Impact

Attachments

Assured Trucking Agency Settlement Agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/27/2015 10:14 AM
Purchasing Department	Monica Badillo	01/30/2015 05:20 PM
Form Started By: Aida Alvarez		Started On: 01/26/2015 02:01 PM
Final Approval Date: 01/30/2015		

FULL AND FINAL GENERAL RELEASE
AND HOLD HARMLESS OF ALL CLAIMS

For the Sole Consideration of one thousand six hundred seventy nine dollars and fifty four cents ($1,679.54), the receipt and sufficiency of which is hereby otherwise acknowledged, the undersigned, **County of Hidalgo**, hereby forever release(s) and discharge(s),

Obrallan Pena dba O-P Trucking. releasees,

Their heirs, executors, administrators, successors, and/or assigns, and all other individuals or organizations liable, or who might be claimed to be liable, from all claims, demands, damages, actions, causes of action, or suits of any kind or nature whatsoever, and particularly on account of all injuries and damages, both known and unknown, to person, body (including death), property, and/or otherwise, which have resulted or may in the future result, from an accident or incident which occurred on or about

The **8th** day **October** of **2014**, at or near **Texas**

The undersigned warrants that there are no subrogation interests, no assignments and no liens or interests of any nature or kind which have not been paid or will not be paid by the undersigned which should prevent the released parties from paying the proceeds of this settlement to the undersigned. The undersigned agree to defend, indemnify and hold harmless the released parties from any such claim on said subrogation interests, assignments, liens or claims of any other alleged party.

The undersigned further warrant and agree to indemnify and hold harmless the released parties from any further claims, demands or suits by persons on behalf of whom this settlement has been paid, or anyone acting on releasor's behalf or successor in interest in any capacity whatsoever.

It is further understood and agreed that this is a compromise settlement of a disputed claim the liability for which has been and hereby is expressly denied by all *interested parties* and this settlement is in nowise intended or to be construed as an admission of liability.

The undersigned hereby declares, warrants, and represents that the terms of this document have been completely read and are fully understood and voluntarily accepted by the undersigned for the purposes of making a full and final compromise, adjustment, and settlement of any and all claims, etc., disputed or otherwise, on account of the injuries and damages above mentioned, and for the express purposes of precluding forever any further or additional claims, etc., against releasees arising out of the aforesaid accident or incident.

The terms of this document shall bind and inure to the benefit of each and every individual and/or organization obligated hereon or benefited hereby, and the respective heirs, insurers, executors, administrators, successors, and/or assigns of any of them, all of whom are *interested parties*.

(X)_____ **NTA Cl. No. STW0028**

County of Hidalgo

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2ND EDITION ; 04/23/96

COUNTY OF HIDALGO

DATE: 12/03/14

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 370045 REQ: 00267640

PHONE: (956)458-7545

EMAIL:

PENA'S SPRAY ON BEDLINERS
6912 LOMA LINDA ST.
MISSION TX 78572

SHIP TO: HIDALGO CO. PCT 3
724 N. BREYFOGLE
MISSION TX 78574

CONTACT:

SITE: COMMISSIONER, PRECINCT 3

CONTRACT NO: N/A

SPECIAL INSTRUCTIONS: REQ# 386

VENDOR NOTES

1. Do not add to, or alter this Purchase Order. This Order is not renewable.
2. TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate.
3. This Order is also placed F.O.B. Destination. Vendor must repay all shipping costs.
4. Invoice each Purchase Order singly. Original invoices are required customer copy may be accepted. Out number must appear on all invoices, bills of lading, and packages.
5. Payment will be made only for bona fide and full completed orders, unless otherwise attached.

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		****APPROVED BY SAUL RAMIREZ***		
1.00	EACH	OM (ITEM# LABOR) REPAIR ON FENDER LEFT SIDE PETERBILT WHITE PAINT AND LABOR NO LIGHT INCLUDED	480.00	480.00
			TOTAL:	480.00
		UNIT# 161 2008 PETERBILT DUMP TRUCK VIN# 2NPRLN9X08M767432 L/P# RRP0325ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		********** For Hidalgo County use only		
		4-1200-431-00-123-005-0-432	480.00	

Authorized by: Martha L Salazar

Reg # 4515

Reg # 207640

Perez's

Bill

Hidalgo Country Pr. 3	SHIP TO
	ADDRESS
ZIP	CITY, STATE, ZIP

ORDER NO.	SOLD BY	TERMS	F.O.B.	DATE
				11-21-14

SHIPPED	DESCRIPTION	PRICE	UNIT	AMOUNT
	Repair on fender left side Piterbilt White Paint and labor no ligth include		$	480 00
	91 88			
	Sal Ruiz V# 1681			
			Total	$ 480

Purchase Order

COUNTY OF HIDALGO

PO# 718062

DATE: 12/03/14

PAGE NO: 1 OF 1

PO TYPE:

VENDOR: 269123 REQ: 00267639

PHONE: (956)782-4511

Fax: (956)782-8822 EMAIL:

RUSH TRUCK CENTER-PHARR
4700 N. CAGE
PHARR TX 78577

SHIP TO: HIDALGO CO. PCT 3
724 N. BREYFOGLE
MISSION TX 78574

CONTACT:

SITE: COMMISSIONER, PRECINCT 3

CONTRACT NO: N/A

SPECIAL INSTRUCTIONS: REQ# 385

VENDOR NOTES

1. Do not add to, or alter this Purchase Order. This Order is not renewable.
2. TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate.
3. This Order is also placed F.O.B. Destination. Vendor must repay all shipping costs.
4. Invoice each Purchase Order singly. Original invoices are required customer copy may be accepted. Out number must appear on all invoices, bills of lading, and packages.
5. Payment will be made only for bona fide and full completed orders, unless otherwise attached.

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		****APPROVED BY SAUL RAMIREZ****		
1.00	EACH	EX (ITEM# 16-09190L:PB) HEADLAMP ASSY W/O HARNESS	517.21	517.21
1.00	EACH	EX (ITEM# L29-6026:PB) CROWN -335	582.33	582.33
1.00	EACH	EX (ITEM# FRT) FREIGHT	100.00	100.00
		TOTAL:		1,199.54

UNIT# 161 2008 PETERBILT DUMP TRUCK VIN# 2NPRLN9X08M767432 L/PR
REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233

****

For Hidalgo County use only

4-1200-431-00-123-005-0-672 1,199.54

Authorized by: Martha L. Salazar

RUSH TRUCK CENTER, PHARR
4700 N CAGE BLVD
PHARR TX US 78577-9694
956-782-4511

*** www.rushtruckcenters.com ***

INVOICE DATE	
12/05/2014 03:27:07 PM	
INVOICE NUMBER	
96040497	
CUSTOMER NO.	BRANCH
102805	1007
PAGE:1 OF 1	

Parts Invoice

SOLD TO:
HIDALGO COUNTY PCT 3
PO BOX 607
MISSION TX 73573-0000

HIDALGO COUNTY PCT 3
PO BOX 607
MISSION TX 78573-0000

SIGN:
REQ# 247639
PO# 718067

Picked Up By Customer

THE PARTS SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION OF THE SALE OF SAID PRODUCTS. ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL. NO ELECTRICAL PARTS ARE NOT RETURNABLE. ALL SUMS OWING BY THE CUSTOMER ARE DUE AND PAYABLE BY THE STREET ADDRESS SET FORTH ABOVE. I REPRESENT THAT I AM THE CUSTOMER OR AN AGENT DULY AUTHORIZED AGENT BIND THE CUSTOMER. CUSTOMER PROMISES TO PAY THE AMOUNT SHOWN HEREON, TOGETHER WITH OTHER CHARGES DUE, IF ANY, IN ACCORDANCE WITH THE CUSTOMER'S CHARGE AGREEMENT WITH YOU.

CUSTOMER-PO	REFERENCE	MAIN-NUMBER	CUSTOMER-ADVISOR
719062	4353557	9565854500	8745/6712

SO ITEM#	SALES QTY	PART NUMBER	DESCRIPTION	CORE	SPCL ORD/ BACKORD	UNIT RATE	UOM	EXTENSION	BIN LOC
10	1	16-09190L:PB	HEADLAMP ASSY-W/O HARNESS			517.21	EA	517.21	4100
40	1	L29-6026:PB	CROWN-335			582.33	EA	582.33	
		Hot Flag 01 - Next Day Air	4501559228						
50	1		SHIPPING AND HANDLING			100.00	EA	100.00	

****
Interstate Billing Svc #: R288661
****

REMIT TO:
INTERSTATE BILLING SERVICE, INC
P.O. BOX 2208
DECATUR AL 35609-0000

INVOICE RECEIVED BY
L Mendoza ON 12/5/14
GOODS/SERVICES RECEIVED BY
A Luna ON 12/5/14

SUBTOTAL	1199.54
SALES TAX	
DOWNPAYMENT	
BALANCE DUE	1199.54

4 1200-431-00-123-0050-672

[redacted]

Authorizations/Charges. I represent that I am the purchaser, or am acting as a duly authorized agent of and have authority to bind the purchasing ("customer"). Quotations on parts and labor are current and subject to change. I understand that you will have a lien on the purchased part and on the Vehicle to which it is attached in the event I fail to pay the parts charges when due. I understand that all charges are due and payable by me at the Rush truck center location indicated above.

Disclaimer of Warranties; Returns/Refunds. ANY WARRANTIES ON THE PRODUCTS SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER. THE RUSH TRUCK CENTER OR RUSH TRUCK LEASING FACILITY LISTED ABOVE ("DEALER") HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MECHANICABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE PRODUCTS OR SERVICES SOLD HEREBY. DEALER NEITHER ASSUMES FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCT OR SERVICES. ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS DOCUMENT. NO REFUNDS AFTER 30 DAYS. ELECTRICAL PARTS ARE NOT RETURNABLE

Miscellaneous. Replaced parts will not be returned to CUSTOMER unless requested in writing by CUSTOMER at the time of repair. I agree that you are not responsible for loss or damage to (i) my Vehicle, (ii) articles left in the Vehicle or (iii) trailers (and cargo contained in trailers), whether such trailers are attached to or detached from the Vehicle, in case of fire, theft or any other cause beyond your control. I agree you are not responsible for any delays in repairs or any downtime, including without limitation delays or downtime caused by the unavailability of parts or delays in parts shipments by the supplier or transporter. Should there be a need for you to move or test drive my vehicle I hereby grant you and/or your employees permission to operate the Vehicle on streets, highways or elsewhere for the purpose of testing, inspection and/or delivery.

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY
1199.54	EXEMPT/TX		1199.54

Customer or Customer's Agent X

PAYMENTS ARE DUE ON OR BEFORE THE 10TH OF THE MONTH. ACCOUNTS WILL BE CONSIDERED PAST DUE BY THE 25TH OF EACH MONTH. NO ORDERS WILL BE PROCESSED IF PAYMENT IS NOT RECEIVED BY THE 25TH.

TERMS
Net 10 days

AI -48257 **Executive Office** **7. F.**

CC - REGULAR

Meeting Date: 02/04/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept settlement check from Allstate Insurance Company in the amount of $960.43 to settle auto accident with County vehicle. (Precinct 3)

BACKGROUND

DOI: 10/21/14 4-1100-360-00-000-005-0-000

Fiscal Impact

Attachments

Allstate Settlement Check

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/27/2015 10:09 AM
Purchasing Department	Monica Badillo	01/30/2015 05:20 PM
Form Started By: Aida Alvarez		Started On: 01/26/2015 02:25 PM
Final Approval Date: 01/30/2015		

Allstate Insurance Company - Claims Payment Processing
P.O. Box 650048 , Dallas, TX 75265 , United States

Allstate.
You're in good hands.

HIDALGO COUNTY SAFETY DIVISION
9805 N 10TH ST
MCALLEN TX 78504-9529

01/15/2015

HIDALGO COUNTY SAFETY DIVISION,

ENCLOSED PLEASE FIND PAYMENT IN THE AMOUNT OF $960.43 FOR YOUR LOSS ON 10/21/2014.

PLEASE REFERENCE CLAIM DETAILS BELOW.

CLAIM NUMBER: 0346093156
DATE OF LOSS: 10/21/2014
INSURED: VANESSA BALDERRAMA

In payment for Property Damage Liability for Date of Loss 10/21/2014.

ALLSTATE FIRE AND CASUALTY INSURANCE COMPANY
1-800-255-7828

3-2056SW 00000201501150018902CT03001001001946

INSURED: VANESSA BALDERRAMA
CLAIMANT: HIDALGO COUNTY SAFETY DIVISION
IN PAYMENT OF: LOSS ON 10/21/2014.

POLICY NUMBER	CLAIM NUMBER	
986678971	0346093156	
TAX ID	DESK LOC	EMPLOYEE ID
	QAT	M5HM
Bank of America NA Atlanta,Dekalb Cty,Georgia	Bank of America Customer Connection	

64-1278
611

PAY: NINE HUNDRED SIXTY DOLLARS AND FORTY-THREE CENTS

960.43

Allstate

INVOICE NUMBER	MCO	DATE ISSUED
	8570	01/15/2015

118105663

TO THE ORDER OF HIDALGO COUNTY SAFETY DIVISION
9805 N 10TH ST
MCALLEN TX 78504-9529

COMPANY: ALLSTATE FIRE AND CASUALTY INSURANCE COMPANY

Imran K. Gupta
Samuel Reed
AUTHORIZED SIGNATURES

VOID IF NOT PRESENTED WITHIN THREE HUNDRED, SIXTY-FIVE DAYS OF DATE OF ISSUE

SECURITY FEATURES INCLUDED. SEE DETAILS ON BACK

⑈118105663⑈ ⑆061112788⑆ 329 911 9562⑈

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

COPY

*** PRELIMINARY ESTIMATE ***

10/27/2014 08:59 AM

Owner

Owner: HIDALGO CO. PCT.1

Inspection

Inspection Date: 10/27/2014 08:59 AM
Inspection Type:

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

Repairer

Repairer: PAYNE COLLISION CENTER
Address: 727 E. BUSINESS 83

City State Zip: Weslaco, TX 78596

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

Vehicle

2013 Ford F-150 FX2 4 DR Ext Cab Short Bed
8cyl Gasoline 5.0 Flex
6-Speed Automatic

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

VIN: 1FTFX1CFXDFE08519
Mileage Type: Actual
Code: P8254C
Int. Color:
Int. Refinish: Two-Stage

Options

1st Row LCD Monitor(s)
Air Conditioning
Anti-Lock Brakes
Bucket Seats
Cruise Control
Fog Lights
Head Airbags
Hinged Fourth Door
Keyless Entry Keypad
Lighted Entry System
Power Brakes
Power Mirrors
Rear Step Bumper
Side Airbags
Stability Cntrl Suspensn
Tilt & Telescopic Steer
Traction Control System
2nd Row Head Airbags
Alarm System
Auto Headlamp Control
Camper/Towing Package
Dual Airbags
Full Size Spare Tire
Heavy Duty Battery
Hinged Third Door
Keyless Entry System
MP3 Player
Power Door Locks
Power Steering
Rear Window Defroster
Sirius Satellite Radio
Strg Wheel Radio Control
Tinted Glass
Trailer Hitch
AM/FM CD Player
Aluminum/Alloy Wheels
Automatic Dimming Mirror
Center Console
Floor Mats
Halogen Headlights
Heavy Duty Suspension
Intermittent Wipers
Leather Steering Wheel
Overhead Console
Power Drivers Seat
Power Windows
Running Boards
Split Folding Rear Seat
Tachometer
Tire Pressure Monitor
Trip Computer

Velour/Cloth Seats | Wireless Audio Streaming | Wireless Phone Connect

COPY

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Bed										
1	I	427		Panel,Bedside Outer LT	Repair				1.0*	SM
2	L	427	#	Panel,Bedside Outer LT	Refinish				2.7*	RF
					1.5 Surface					
					0.6 Two-stage setup					
					0.6 Two-stage					
				# = 10, 13						
Rear Bumper										
3	E	565		Bumper,Rear Step	9L3Z17906CPTM	$457.28			1.0	SM
4	L	565		Bumper,Rear Step	Refinish				1.7	RF
					1.4 Surface					
					0.3 Two-stage					
5	E	502	01	Reinf,Rear Bumper	9L3Z17D826B	$346.28			0.4	SM
6	E	569		Pad,Rear Bumper Step	9L3Z17B807B	$133.15			INC	SM
Manual Entries										
7	E			HITCH PLUG	Replace OEM	$80.00*				SM*
8	SB			HAZ MAT	Sublet Repair	$5.00*				SM*

8 Items

MC	Message
01	CALL DEALER FOR EXACT PART # / PRICE
10	INCLUDES AUDATEX TIME TO CLEAR ENTIRE PANEL
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Gross Parts					$1,016.71	
Paint Materials					$123.20	
Parts & Material Total						$1,139.91
Tax on Parts & Material			@ 8.250%			$94.04

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs		
Sheet Metal (SM)	$40.00	1.4	1.0	2.4	$96.00	
Mech/Elec (ME)	$85.00					
Frame (FR)	$45.00					
Refinish (RF)	$40.00	4.4		4.4	$176.00	
Paint Materials	$28.00					

Labor Total	6.8 Hours		$272.00
Sublet Repairs		$5.00	
Gross Total			**$1,510.95**
Net Total			**$1,510.95**

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

COPY

Audatex Estimating 7.0.334 ES 10/27/2014 09:06 AM REL 7.0.334 DT 10/01/2014
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1.5 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

Op Codes

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

Audatex
a Solera company

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AI -48303 **Executive Office** **7. G.**

CC - REGULAR

Meeting Date: 02/04/2015

Submitted For: Katia Garcia, COMM. PCT. #1

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: COMM. PCT. #1

Information

CAPTION

Environmental Compliance:
Requesting approval to authorize Valde Guerra, County Executive Officer to sign TCEQ Application to contribute penalty to a third party Supplemental Environmental Project Administrator.

BACKGROUND

Once this item is approved;
Agreed Order will be sent by TCEQ and placed on agenda; Pct. 1 will identify funding

Emergency transfer request made on 2/3/15 for Pct.1 Sanitation for penalties from TCEQ.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-432-00-121-001-0-890

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

BUDGETARY IMPACT:

Funds available as of 2/3/15 - $14,251.00

Attachments

app

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/30/2015 09:26 AM
Sylvia Solis	Sylvia Solis	01/30/2015 11:49 AM
Purchasing Department	Monica Badillo	01/30/2015 05:20 PM
Form Started By: Monica Badillo		Started On: 01/28/2015 04:35 PM
Final Approval Date: 01/30/2015		

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

RESPONDENT APPLICATION TO CONTRIBUTE TO A THIRD PARTY SEP ADMINISTRATOR

OFFICE OF
LEGAL SERVICES
512.239.0600
sepreports@tceq.texas.gov

1. RESPONDENT INFORMATION

Respondent Name: (Legal name of org):	Hidalgo County	Application date:	02/03/2015
Respondent's Contact Person:	Martin Ramirez	TCEQ Docket No.:	2014-1094-MSW-E
Telephone:	956-292-7000 ext. 4082	Enforcement Case No:	49031
Email:	Martin.ramirez@hchd.org	Enforcement Coordinator:	Margarita Dennis
Payable Penalty Amount:	$ 14,251.00	SEP Amount:	$14,251.00

2. PROPOSED SEP

The TCEQ Pre-Approved SEPs list, SEP projects by county, and the list of available Statewide SEPs can be viewed on the TCEQ website at http://www.tceq.texas.gov/legal/sep. Scroll down to your county and you will see a list of projects from which you may choose. If you do not see your county listed, please go to Statewide SEPs. Statewide SEPs can be done in any county. You may choose to contribute to up to 3 SEPs. List each project separately below.

How do you want to distribute your contribution? -Double click on the table below to enter information

	Third Party Administrator/Project Title	$ Amount to Each	County Preference	Total for this item
1st preference	Rio Grande RC & D	$ 14,251.00	Hidalgo	$ 14,251.00
2nd preference		$ -		$ -
3rd preference		$ -		$ -
	Total contribution amount			**$ 14,251.00**

3. PREVIOUS COMMITMENT CERTIFICATION: NO SEPARATE REQUIREMENT OR PRIVATE COMMITMENTS

I certify on behalf of the Respondent that the Respondent has not previously committed to perform this project including a previous or pre-existing obligation to make the proposed contribution:

1. under any applicable local, state, or federal regulations that would require implementation of this project or any part of this project; or
2. as a part of:
   a) a pollution prevention commitment identified in a plan developed pursuant to the state's Waste Reduction Policy Act (WRPA); or
   b) a commitment made under the Clean Texas Program; or
   c) the U.S. Environmental Protection Agency's Project XL or any other incentive or regulatory flexibility program; or
3. as part of a pledge or other promise of payment to the receiving organization where the promise of payment pre-existed submittal of this application

(See http://www.tceq.texas.gov for links and information about the WRPA, Clean Texas, and Project XL Programs.)

Certification statement: Please accept signature of this application as a certification that the information is true and correct and that the proposed project is being undertaken solely as part of the settlement of the enforcement action.

_____/ County Executive Officer_____ _____
Name/ Title Date

_Valde Guerra_____
Printed Name

AI -48338 **Executive Office** **7. H.**

CC - REGULAR

Meeting Date: 02/04/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval to authorize Valde Guerra, Executive Officer to sign City of Edinburg's Rental Contract (at no cost to county) for use of Edinburg Activity Center for County Health Fair to be held on February 11, 2015

BACKGROUND

No cost to county.

Fiscal Impact

Attachments

AGREEMENT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/30/2015 11:40 AM
Purchasing Department	Monica Badillo	01/30/2015 05:20 PM
Form Started By: Monica Badillo		Started On: 01/30/2015 11:05 AM
Final Approval Date: 01/30/2015		

CITY OF EDINBURG {}

15509

CITY OF EDINBURG
RENTAL CONTRACT FOR PUBLIC FACILITY

STATE OF TEXAS {}

This AGREEMENT made and entered this day between the CITY OF EDINBURG, TEXAS, hereinafter called Lessor, and

Name Hidalgo County Hereinafter called LESSEE:

Address: 2918 S Bus Hwy 281 Phone (956)292-7025 /Phone

WITNESSETH: That for and in consideration of the premises and covenants, agreements and stipulations herein contained and set forth, and the payments to be made as therein provided, the parties hereto agree as follows:

That LESSOR does hereby lease to LESSEE and LESSEE does hereby rent and take the following premises for the period specified, under the following terms and conditions; for Health Fair

DESCRIPTION OF EVENT

	FACILITY	BUILDING CAPACITY	LOCATION	DATE	TIME FROM	TO
[X]	Activity Center	640	123 Palm Drive	2/11/15	8am	5pm
[ ]	Auditorium-Plan	724	207 N. 7th			
[ ]	Fountain Center	180	1210 E. Kuhn			
[ ]	Memorial Bar-B-Q Pit		1212 E. Sprague			
[ ]	Ebony Golf Course Bar-B-Q		300 W. Palm Drive			
[ ]	Fountain Park Swimming Pool		22nd & McIntyre			
[ ]	South Park Swimming Pool		125 E. Palm Drive			
[ ]	Municipal Park		1111 S. Doolittle			
[ ]	Courtyard					
[ ]	Other					

	CHARGES:	RECEIPT NUMBER	AMOUNT PAID	DATE	BALANCE
[ ] Deposit for Damages: Due	$		$		$
[ ] Rental Fees.....	$		$		$
[ ] Police From To Hrs	$		$		$
[ ] Lifeguards From To Hrs	$		$		$
[ ] Other	$		$		$
[ ] Other	$		$		$
Total	$		$		$

All above charges are due and payable by .

City reserves the right to cancel contract if above charges are not paid in full by due date(s).

It is understood and agreed that the terms and conditions on the reverse side of this agreement and addenda hereto, if any, are part of this contract, and the same are hereby incorporated herein by reference for all purposes. **LESSEE, by the execution of this contract, acknowledges that he/she has read such terms and conditions, and understands their meaning and effect.** All ordinances of the City of Edinburg relating to rental, use, ect., of the building and premises leased are hereby incorporated by reference and made a part hereof for all purposes. In order to receive a full refund of initial deposite, cancellation of this contract must be made by 1/29/15.

LESSEE HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY, ITS AGENTS, EMPLOYEES, AND OFFICERS FROM AND AGAINST ANY CLAIM , LOSS, DAMAGE, LIABILITY, AND EXPENSE, INCLUDING REASONABLE ATTORNEY'S FEES, INCURRED OR SUFFERED BY IT, BY REASON OF ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION ASSERTED OR THAT MAY BE ASSERTED, AGAINST ANY OR ALL OF THE ABOVE NAMED PARTIES, WHETHER ALLEGING INTENTIONAL OR NEGLIGENT ACTS OR OMMISSIONS, AND WHETHER SEEKING COMPENSATORY OR PUNITIVE DAMAGES, AND INVOLVING, ARISING OUT OF, OR IN A MANNER RELATING TO THIS RENTAL CONTRACT AND ANY OTHER CLAIMS AGAINST ANY STAFF MEMBER OF CITY OF EDINBURG RELATING HERETO. LESSOR MAY REQUIRE LESSEE TO OBTAIN AT ITS OWN EXPENSE LIABILITY INSURANCE.

Lessee Initials

IN WITNESS HEREOF, said City of Edinburg has caused these presents to be signed by the City Manager or his authorized representative and the LESSEE has signed the same in quintuplicate this 29 day of January, 2015.

LEESEE: LESSOR: City of Edinburg.

By: By: Jennifer Moreno

Key (if required) must be picked up at City Hall by Tuesday 2/10/15

Lessee Initials

APPROVED BY: Attorney for the City of Edinburg, Texas

INITIAL CONTRACT COMPLETION CHECKLIST

MM	Posted to Facility Calendar	Date: 1/29/15	
	Verified and Approved Posting to Calendar	Date:	
	Contract Sent to Police Department	Date:	
	Keys Issued to Customer	Date:	
	Keys Returned by Customer	Date:	Received By:
	Damage Report Received	Date:	
	Deposit Returned to Customer	Date:	Check No.:

(WHITE) FINANCE (YELLOW) CUSTOMER (BLUE) NUMERIC (GREEN) POLICE DEPARTMENT (PINK) CITY STAFF

AI -48220 **Constables** **8. A.**

CC - REGULAR

Meeting Date: 02/04/2015

Submitted For: Rene Gonzalez, CONSTABLE PCT. #3

Submitted By: Raquel Ramos, CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

Constable Pct. 3 Investigation HB65 (1230)
Approval of 2015 appropriation of funds in the amount of $2,203.76 to fund travel expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1230-421-00-293-010-0-XXX

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

BUDGETARY IMPACT:

Appropriation in the amount of $2,203.76

Attachments

Investigative HB65

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/23/2015 11:44 AM
Sylvia Solis	Sylvia Solis	01/29/2015 09:50 AM
Purchasing Department	Monica Badillo	01/30/2015 05:20 PM
Form Started By: Raquel Ramos		Started On: 01/22/2015 04:33 PM
Final Approval Date: 01/30/2015		

DATE: January 22, 2015

DEPARTMENT HEAD: Constable Lazaro Gallardo, Jr.

DEPARTMENT NAME: Hidalgo County Constable Pct. 3

ACCOUNT NUMBER: 5-1230-421-00-293-010-0-XXX

Contact Person: Raquel Ramos **Ph#:** 956-205-7031

2015
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
5-1230-421-00-293-010-0-583	Const. Pct. Investigative HB65 Travel Out of County	$ 1,203.76
5-1230-421-00-293-010-0-584	Const. Pct. Investigative HB65 Registration fees	$ 1,000.00
	TOTAL BUDGET INCREASE (DECREASE)	$ 2,203.76

REASON: To appropriate rollover balances from 2014.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI -48218 **Constables** **8. B.**

CC - REGULAR

Meeting Date: 02/04/2015

Submitted For: Rene Gonzalez, CONSTABLE PCT. #3

Submitted By: Raquel Ramos, CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

Constable Pct. 3 (1220):
Approval of the appropriation of the 2014 LEOSE fund balance for 2015 for the Constable Pct. 3 Department in the total amount of $123.12.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1220-421-00-293-002-0-xxx

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

BUDGETARY IMPACT:

Appropriation in the amount of $123.12

Attachments

Approprtiation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/23/2015 11:42 AM
Glinda Pacheco	Glinda Pacheco	01/29/2015 10:39 AM
Purchasing Department	Monica Badillo	01/30/2015 05:20 PM
Form Started By: Raquel Ramos		Started On: 01/22/2015 04:26 PM
Final Approval Date: 01/30/2015		

DATE: January 29, 2015

DEPARTMENT HEAD: Constable Lazaro Gallardo, Jr.

DEPARTMENT NAME: Hidalgo County Constable Pct. 3

ACCOUNT NUMBER: 5-1220-421-00-293-002-0-XXX

Contact Person: Raquel Ramos **Ph#:** 956-205-7031

2015
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
5-1220-421-00-293-002-0-583	Const. Pct. 3 LEOSE-Travel Out of County	$ 123.12
	TOTAL BUDGET INCREASE (DECREASE)	$ 123.12

REASON: TO APPROPRIATE REMAINING BALANCES FROM 2014, PENDING CARRY OVER.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI -48221 **Constables** **8. C.**

CC - REGULAR

Meeting Date: 02/04/2015

Submitted For: Rene Gonzalez, CONSTABLE PCT. #3

Submitted By: Raquel Ramos, CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

Constable Pct. 3 US Treasury (1257)
Approval of 2015 appropriation of funds in the amount of $8,226.00 to fund various operating expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1257-421-00-293-016-0-XXX

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

BUDGETARY IMPACT:

Appropriation in the amount of $8,226.00

Attachments

Equitable Sharing App.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/23/2015 11:44 AM
Sylvia Solis	Sylvia Solis	01/29/2015 09:54 AM
Purchasing Department	Monica Badillo	01/30/2015 05:20 PM
Form Started By: Raquel Ramos		Started On: 01/22/2015 04:48 PM
Final Approval Date: 01/30/2015		

DATE: January 22, 2015

2015
APPROPRIATION

DEPARTMENT HEAD: Constable Lazaro Gallardo, Jr.

DEPARTMENT NAME: Hidalgo County Constable Pct. 3

ACCOUNT NUMBER: 5-1257-421-00-293-016-0-XXX

Contact Person: Raquel Ramos **Ph#:** 956-205-7031

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
5-1257-421-00-293-016-0-583	Const. Pct. 3 Equitable Sharing Travel Out of County	$ 2,000.00
5-1257-421-00-293-016-0-584	Const. Pct. 3 Equitable Sharing Registration Fees	$ 2,000.00
5-1257-421-00-293-016-0-610	Const. Pct. 3 Equitable Sharing Police Supplies	$ 4,226.00
	TOTAL BUDGET INCREASE (DECREASE)	$ 8,226.00

REASON: To appropriate remaining balances from 2014

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI -48223 **Constables** **8. D.**

CC - REGULAR

Meeting Date: 02/04/2015

Submitted For: Rene Gonzalez, CONSTABLE PCT. #3

Submitted By: Raquel Ramos, CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

Constable Pct. 3
Approval of the appropriation of 2015 Federal Sharing D.O.J. Fund Balance for the Constable Precinct 3 Department in the total amount of $33,135.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1261-421-00-293-017-0-XX

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

BUDGETARY IMPACT:

Appropriation in the amount of $33,135.00

Attachments

appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/23/2015 04:09 PM
Purchasing Department	Monica Badillo	01/30/2015 05:20 PM
Form Started By: Raquel Ramos		Started On: 01/22/2015 04:56 PM
Final Approval Date: 01/30/2015		

DATE: February 3, 2015

DEPARTMENT HEAD: Constable Lazaro Gallardo, Jr.

DEPARTMENT NAME: Hidalgo County Constable Pct. 3

ACCOUNT NUMBER: 5-1261-421-00-293-017-0-XXX

Contact Person: Raquel Ramos **Ph#:** 956-205-7031

2015
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
5-1261-421-00-293-017-0-610	CONSTABLE FED SHARING -GENERAL SUPPLIES	$ 15,000.00
5-1261-421-00-293-017-0-430	CONSTABLE FED SHARING -REPAIR & MAINT. SRV	$ 10,000.00
5-1261-421-00-293-017-0-660	CONSTABLE FED SHARING - FURNISHINGS & EQU	$ 8,135.00
	TOTAL BUDGET INCREASE (DECREASE)	$ 33,135.00

REASON: To appropriate remaining balances from 2014.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI -48314 **Human Resources** **9. A.**

CC - REGULAR

Meeting Date: 02/04/2015

Submitted For: Esther Cortez, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

DA Criminal / DA Civil Litigation (1100):
1. Discussion, approval and consideration of the following personnel actions effective, 01/26/2015:

Action	Slot#	Dept / Program	Position Title	Proposed Budgeted Allowance
Add Auto Allowance	0109	080-002	Assistant District Attorney III	$900.00
Add Auto Allowance	0110	080-002	Assistant District Attorney III	$900.00
Add Auto Allowance	0006	080-013	Attorney II	$900.00
Add Auto Allowance	0007	080-013	Attorney II	$900.00

2. Approval to revise the salary schedule in accordance with Commissioners Court action.

BACKGROUND

Failed to include the request for auto allowance when the 4 slots were deleted and recreated on approved agenda no. 48123, dated 01/20/2015.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** VARIOUS

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

BUDGETARY IMPACT:

FUNDS ALLOCATED WITHIN CORRESPONDING OBJECT CODE, NO ADDITIONAL FUNDS REQUIRED.

PLEASE SEE ATTACHED FISCAL NOTE.

Attachments

PAR Forms
Fiscal Note
forms

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/30/2015 09:12 AM
Obdett Calzada	Obdett Calzada	01/30/2015 02:14 PM
Purchasing Department	Monica Badillo	01/30/2015 05:20 PM
Form Started By: Diana Munoz		Started On: 01/29/2015 11:12 AM
Final Approval Date: 01/30/2015		

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: District Attorney's Office - 080 -002 **DATE:** 01/28/2015

CURRENT POSITION TITLE: Assistant District Attorney III **CURRENT SLOT. #:** 109 & 110

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Auto Allowance for each slot

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

POSITION SALARY REQUEST:

Salary Amount: $ _____ (Current Budgeted Salary) $ 900.00 (Proposed Budgeted Salary) $ 1,800.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other Funding to come from the deleted slot

POSITION Type:

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

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

_____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

Assistant District Attorneys are provided with auto allowance so when they are working on a criminal case they can go to police departments and meet with case officers, meet with victims at their residence, visit crime scene, visit with pathologist or doctors involved with the case, meet with witnesses, and other outside the office trips.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	FOR RICARDO RODRIGUEZ	1/28/2015	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
	DEPARTMENT HEAD	DATE			
2.		1/29/2015	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
	HUMAN RESOURCES DIRECTOR	DATE			
3.		01/30/2015	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
	DEPARTMENT OF BUDGET & MANAGEMENT	DATE			
4.					
	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: District Attorney's Office - 080 - Civil Litigation Account 013 **DATE:** 01/28/2015

CURRENT POSITION TITLE: Attorney II **CURRENT SLOT. #:** 006 & ~~107~~ 007

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Auto Allowance for each slot

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

POSITION SALARY REQUEST:

Salary Amount: $ _____ (Current Budgeted Salary) $ 900.00 (Proposed Budgeted Salary) $ 1,800.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other Funding to come from the deleted slot

POSITION Type:

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

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

_____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

Attorneys are provided with auto allowance so when they are working on a criminal case they can go to police departments and meet with case officers, meet with victims at their residence, visit crime scene, visit with pathologist or doctors involved with the case, meet with witnesses, and other outside the office trips.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	FOR RICARDO RODRIGUEZ DEPARTMENT HEAD	1/28/2015 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	1/29/2015 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	01/30/2015 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: Wednesday, February 04, 2015 Agenda Item: 48314

Summary of request/proposal:
DA'S CIVIL LITIGATION (1100)-
APPROVAL TO CREATE/AUTHORIZE AUTO ALLOWANCE TO THE FOLLOWING, EFFECTIVE 1/26/2015:

Fund	Position	Slot#	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	ATTORNEY II	0006	118	0.00	900.00	900.00
1100	ATTORNEY II	0007	118	0.00	900.00	900.00
				0.00	1,800.00	1,800.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-412-00-080-013-0-	118	CIVIL LITIGATION-	AUTO ALLOWANCE	$1,682.76
5-1100-412-00-080-013-0-	211	CIVIL LITIGATION-	HEALTH INSURANCE	$0.00
5-1100-412-00-080-013-0-	212	CIVIL LITIGATION-	LIFE INSURANCE	$0.00
5-1100-412-00-080-013-0-	220	CIVIL LITIGATION-	FICA	$128.73
5-1100-412-00-080-013-0-	230	CIVIL LITIGATION-	RETIREMENT	$178.88
5-1100-412-00-080-013-0-	250	CIVIL LITIGATION-	UNEMPLOYMENT COMP	$10.10
5-1100-412-00-080-013-0-	260	CIVIL LITIGATION-	WORKER'S COMP	$1.85
			2015 Budgetary Impact	$2,002.32

2016 Budgetary Impact: $2,002.32

Possible Funding Sources: FUNDS ALLOCATED WITHIN CORRESPONDING OBJECT CODE, NO ADDITIONAL FUNDS REQUIRED.

Comments:

Hidalgo Co. Budget Office
2/3/2005

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: Wednesday, February 04, 2015 Agenda Item: 48314

Summary of request/proposal:
CRIM DA'S OFFICE (1100)-
APPROVAL TO CREATE/AUTHORIZE AUTO ALLOWANCE TO THE FOLLOWING, EFFECTIVE 1/26/2015:

Fund	Position	Slot#	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	ADA III	0109	118	0.00	900.00	900.00
1100	ADA III	0110	118	0.00	900.00	900.00
				0.00	1,800.00	1,800.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-412-00-080-002-0-	118	CRIM DA-	AUTO ALLOWANCE	$1,682.76
5-1100-412-00-080-002-0-	211	CRIM DA-	HEALTH INSURANCE	$0.00
5-1100-412-00-080-002-0-	212	CRIM DA-	LIFE INSURANCE	$0.00
5-1100-412-00-080-002-0-	220	CRIM DA-	FICA	$128.73
5-1100-412-00-080-002-0-	230	CRIM DA-	RETIREMENT	$178.88
5-1100-412-00-080-002-0-	250	CRIM DA-	UNEMPLOYMENT COMP	$10.10
5-1100-412-00-080-002-0-	260	CRIM DA-	WORKER'S COMP	$1.85
			2015 Budgetary Impact	$2,002.32

2016 Budgetary Impact: $2,002.32

Possible Funding Sources: FUNDS ALLOCATED WITHIN CORRESPONDING OBJECT CODE, NO ADDITIONAL FUNDS REQUIRED.

Comments:

HIDALGO COUNTY, TEXAS
Auto Allowance Authorization Form

Department Name/Number: District Attorney's Office - 080 Date: 01/27/2015

Position Title: Assistant District Attorney III Position Slot No. : 110

Position Status: ☐ Vacant ☐ Current

If position status is vacant go to Justification for Auto Allowance Section

Employee Name: Michael Lee Garza Employee Number: 189286

Employee Driver License No.: XXXX8282

Auto Allowance Amount Request: $900.00

Auto Allowance to be funded from one of the following:

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

VEHICLE INFORMATION

Year, Make, & Model: _____ Ins. Policy Number: _____

VIN Registration No. : _____ Policy Holder's Name: _____

License Plate No. : _____ Ins. Coverage Date: _____

*Vehicle Insurance Provider: _____ Ins. Verified By: _____

*Employee should provide copy of current vehicle liability insurance policy and driver license to their respective department and to the Safety Division.

JUSTIFICATION FOR AUTO ALLOWANCE

In the space provided below, please justify why the auto allowance is needed, in lieu of receiving the IRS current mileage reimbursement rate for In-County business use of personal vehicle.

Assistant District Attorneys are provided with auto allowance so when they are working on a criminal case they can go to police departments and meet with case officers, meet with victims at their residence, visit crime scene, visit with pathologies or doctors involved with the case, meet with witnesses, and other outside the office trips.

Employee Signature 1-28-15 **Date**

By signing this Auto Allowance Authorization Form, I understand that I will not be eligible to receive mileage reimbursement for using my personal vehicle for In-County business travel. I further understand that the Auto Allowance provided to me is subject to all applicable federal and state income taxes and will be included in my bi-weekly or semi-monthly paycheck (as applicable). The Auto Allowance amount is subject to change, upon Commissioners Court approval.

Department Head/Elected Official 1/28/2015 Date Funding Available in Dept. Budget ☐ YES ☐ NO

Ricardo Rodriguez, Jr.

Criminal District Attorney

DBM XXX
Revised: April 2011

HIDALGO COUNTY, TEXAS
Auto Allowance Authorization Form

Department Name/Number: District Attorney's Office - 080 Date: 01/27/2015

Position Title: Assistant District Attorney III Position Slot No. : 109

Position Status: ☐ Vacant ☐ Current

If position status is vacant go to Justification for Auto Allowance Section

Employee Name: Ashly Reeve Employee Number: 189294

Employee Driver License No.: XXXX5092

Auto Allowance Amount Request: $900.00

Auto Allowance to be funded from one of the following:

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

VEHICLE INFORMATION

Year, Make, & Model: Ins. Policy Number:

VIN Registration No. : Policy Holder's Name:

License Plate No. : Ins. Coverage Date:

*Vehicle Insurance Provider: Ins. Verified By:

*Employee should provide copy of current vehicle liability insurance policy and driver license to their respective department and to the Safety Division.

JUSTIFICATION FOR AUTO ALLOWANCE

In the space provided below, please justify why the auto allowance is needed, in lieu of receiving the IRS current mileage reimbursement rate for In-County business use of personal vehicle.

Assistant District Attorneys are provided with auto allowance so when they are working on a criminal case they can go to police departments and meet with case officers, meet with victims at their residence, visit crime scene, visit with pathologist or doctors involved with the case, meet with witnesses, and other outside the office trips.

Ashly Reeve
Employee Signature

1/28/15
Date

By signing this Auto Allowance Authorization Form, I understand that I will not be eligible to receive mileage reimbursement for using my personal vehicle for In-County business travel. I further understand that the Auto Allowance provided to me is subject to all applicable federal and state income taxes and will be included in my bi-weekly or semi-monthly paycheck (as applicable). The Auto Allowance amount is subject to change, upon Commissioners Court approval.

Department Head/Elected Official

1/28/2015
Date

Funding Available in Dept. Budget ☐ YES ☐ NO

FOR Ricardo Rodriguez, Jr.
Criminal District Attorney

DBM XXX
Revised: April 2011

HIDALGO COUNTY, TEXAS
Auto Allowance Authorization Form

Department Name/Number: District Attorney's Office - 080 Date: 01/27/2015

Position Title: Assistant District Attorney II Position Slot No. : 006 & 007

Position Status: ☐ Vacant ☐ Current

If position status is vacant go to Justification for Auto Allowance Section

Employee Name: _____ Employee Number: _____

Employee Driver License No.: _____

Auto Allowance Amount Request: $900.00 each slot

Auto Allowance to be funded from one of the following:

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

VEHICLE INFORMATION

Year, Make, & Model: _____ Ins. Policy Number: _____

VIN Registration No. : _____ Policy Holder's Name: _____

License Plate No. : _____ Ins. Coverage Date: _____

*Vehicle Insurance Provider: _____ Ins. Verified By: _____

*Employee should provide copy of current vehicle liability insurance policy and driver license to their respective department and to the Safety Division.

JUSTIFICATION FOR AUTO ALLOWANCE

In the space provided below, please justify why the auto allowance is needed, in lieu of receiving the IRS current mileage reimbursement rate for In-County business use of personal vehicle.

Assistant District Attorneys are provided with auto allowance so when they are working on a criminal case they can go to police departments and meet with case officers, meet with victims at their residence, visit crime scene, visit with pathologist or doctors involved with the case, meet with witnesses, and other outside the office trips.

_____ _____

Employee Signature **Date**

By signing this Auto Allowance Authorization Form, I understand that I will not be eligible to receive mileage reimbursement for using my personal vehicle for In-County business travel. I further understand that the Auto Allowance provided to me is subject to all applicable federal and state income taxes and will be included in my bi-weekly or semi-monthly paycheck (as applicable). The Auto Allowance amount is subject to change, upon Commissioners Court approval.

_____ 1/28/2015

Department Head/Elected Official Date Funding Available in Dept. Budget ☐ YES ☐ NO

for Ricardo Rodriguez, Jr.
Criminal District Attorney

DBM XXX
Revised: April 2011

AI -48341 **Human Resources** **9. B.**

CC - REGULAR

Meeting Date: 02/04/2015

Submitted For: Esther Cortez, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

DA Civil Litigation (1100):

1. Discussion, approval and consideration to create one full-time position as follows:

Action	Slot#	Dept/Program	Position Title	Proposed Budgeted Salary
Create	0008	080-013	Executive Assistant I	$39,500.00

2. Approval to revise the salary schedule in accordance with Commissioners Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-412-00-080-013-0-XXX

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

BUDGETARY IMPACT:

FUNDS UNDETERMINED.

Attachments

PAR form & Job Desc

Fiscal Note

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/30/2015 02:53 PM
Obdett Calzada	Obdett Calzada	01/30/2015 05:18 PM
Purchasing Department	Monica Badillo	01/30/2015 05:20 PM
Form Started By: Diana Munoz		Started On: 01/30/2015 02:06 PM
Final Approval Date: 01/30/2015		

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JAN 30 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: **DISTRICT ATTORNEY** 080-013 DATE: 1/29/2015

CURRENT POSITION TITLE: N/A CURRENT SLOT #: --0008

REQUESTED POSITION TITLE: EXECUTIVE ASSISTANT I

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 Current G&S/ Budgeted Salary $ 39,500.00 Proposed G&S/ Budgeted Salary $ 39,500.00 Net Change

Position to be funded from one of the following:

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

[ ] Other _____

POSITION Type:

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

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

TEMPORARY POSITIONS: N/A

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

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

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

THE POSITION IS NEEDED TO FULFILL THE OFFICE'S STATUTORY DUTIES AND OBJECTIVES.

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

Requires additional Funding. Requested action does not comply with Budget Amendment Policy.

1.	DEPARTMENT HEAD	1/29/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	1/30/2015 Date	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	01/30/2015 Date	BUDGET PROCEDURES COMPLETED	☐ YES	☑ NO
4.	COMMISSIONERS' COURT APPROVAL	Date			

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE

EXECUTIVE ASSISTANT I

GENERAL DESCRIPTION

Performs advanced (senior-level) professional assistance work for an executive; Work involves coordinating or overseeing high-level administrative operations of the County or department. May assign and/or supervise the work of others; Works under limited supervision with considerable latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Develops administrative procedures, standards, and methods

Prepares technical aspects of manuals and publications

Oversees the review and evaluation of work content for the purpose of developing effective administrative practices and formulating policies that may contribute to the improvement of public services provided by the County

Coordinates work with other governmental agencies and private organizations

Advises the County's executive on administrative matters within the County

Provides technical administrative assistance to the County executive

Assists in planning, preparing, or overseeing the preparation of reports

May assist the executive with general human resource management actions

May assist in budget preparation

May assign and/or supervise the work of others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

One (1) year related experience

Graduation from an accredited four-year college or university with major course work in business administration or a related field

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

Knowledge, Skills, and Abilities

Knowledge of accepted business practices and procedures involved in providing services and of applicable rules, regulations, and policies, as well as related legislative and legal practices and procedures

Ability to communicate effectively, and to handle high level administrative issues, to assign and/or supervise the work of others

Ability to analyze and solve work related problems

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY
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: Wednesday, February 04, 2015 Agenda Item: 48341

Summary of request/proposal:
DA'S CIVIL LITIGATION (1100)-
APPROVAL TO CREATE THE FOLLOWING FULL TIME POSITION:

Fund	Position	Slot#	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	EXECUTIVE ASSISTANT I	0008	113	0.00	39,500.00	39,500.00
				0.00	39,500.00	39,500.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-412-00-080-013-0-	113	CIVIL LITIGATION-	REGULAR F/T EMPLOYEES	$35,867.82
5-1100-412-00-080-013-0-	211	CIVIL LITIGATION-	HEALTH INSURANCE	$5,382.90
5-1100-412-00-080-013-0-	212	CIVIL LITIGATION-	LIFE INSURANCE	$34.11
5-1100-412-00-080-013-0-	220	CIVIL LITIGATION-	FICA	$2,743.89
5-1100-412-00-080-013-0-	230	CIVIL LITIGATION-	RETIREMENT	$3,812.75
5-1100-412-00-080-013-0-	250	CIVIL LITIGATION-	UNEMPLOYMENT COMP	$215.21
5-1100-412-00-080-013-0-	260	CIVIL LITIGATION-	WORKER'S COMP	$39.45
			2015 Budgetary Impact	$48,096.13

2016 Budgetary Impact: $52,966.61

Possible Funding Sources: UNDETERMINED

Comments:

Hidalgo Co. Budget Office
2/3/2005

AI -48278 **Human Resources** **9. C.**

CC - REGULAR

Meeting Date: 02/04/2015

Submitted For: Esther Cortez, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Sheriff's Office (1100):
1. Approval of the following personnel actions, effective next full pay period of 02/09/2015:

Action	Position Title	Slot#	Budgeted Allowance Amount
Delete Clothing Allowance	Sr. Deputy Sheriff Step IV	0086	<$500.00>
Delete Clothing Allowance	Deputy Sheriff Step II	0109	<$500.00>
Add Clothing Allowance	Sr. Deputy Sheriff Step II	0208	$500.00
Add Clothing Allowance	Deputy Sheriff Step II	0239	$500.00

2. Approval to revise the salary schedule in accordance with Commissioners Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-421-00-280-001-0-xxx

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

BUDGETARY IMPACT:

No budgetary impact- clothing allowance.

Attachments

PAR forms & Job Desc

Fiscal Note

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/28/2015 01:05 PM
Obdett Calzada	Obdett Calzada	01/29/2015 02:08 PM
Purchasing Department	Monica Badillo	01/30/2015 05:20 PM
Form Started By: Diana Munoz		Started On: 01/27/2015 03:44 PM
Final Approval Date: 01/30/2015		

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JAN 16 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280 **DATE:** 1/14/2015

CURRENT POSITION TITLE: SR. DEPUTY SHERIFF STEP IV **CURRENT SLOT. #:** 001-086

REQUESTED POSITION TITLE: Sr. Deputy Sheriff Step III
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other REMOVING CLOTHING

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

POSITION SALARY REQUEST:

Salary Amount: $ 500.00 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ ($500.00) (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

Removing clothing allowance from vacant slot.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE 1/15/15	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 1/29/2015	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 01/29/2015	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JAN 16 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280 **DATE:** 1/14/2015

CURRENT POSITION TITLE: DEPUTY SHERIFF STEP II **CURRENT SLOT. #:** 001-109

REQUESTED POSITION TITLE: Deputy Sheriff Step II
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other REMOVING CLOTHING

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

POSITION SALARY REQUEST:

Salary Amount: $ 500.00 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ ($500.00) (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

Enter hourly rate for temp. positions

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

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

TEMPORARY POSITIONS:

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

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

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

Removing clothing allowance from vacant slot.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE 1/15/15	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 1/27/2015	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 01/29/2015	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JAN 16 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280 **DATE:** 1/14/2015

CURRENT POSITION TITLE: SR. DEPUTY SHERIFF STEP II **CURRENT SLOT. #:** 001-208

REQUESTED POSITION TITLE: Sr. Deputy Sheriff Step II
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other ADDING CLOTHING

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 500.00 (Proposed Budgeted Salary) $ 500.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

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

TEMPORARY POSITIONS:

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

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

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

This deputy position will be assigned to Criminal Investigations Divison. Positions assigned to special assignments warrant clothing allowance because the attire must be civilian type (dressy shirt/tie). Employees filling these positions are not issued uniforms.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	1/15/15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	1/29/2015 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	01/29/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JAN 16 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280 **DATE:** 1/14/2015

CURRENT POSITION TITLE: DEPUTY SHERIFF STEP II **CURRENT SLOT. #:** 001-239

REQUESTED POSITION TITLE: Deputy Sheriff Step II
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other ADDING CLOTHING

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 500.00 (Proposed Budgeted Salary) $ 500.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

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

TEMPORARY POSITIONS:

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

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

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

This deputy position will be assigned to Criminal Investigations Divison. Positions assigned to special assignments warrant clothing allowance because the attire must be civilian type (dressy shirt/tie). Employees filling these positions are not issued uniforms.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	DATE 1/15/15	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE 1/27/2015	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	DATE 01/29/2015	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY SHERIFF'S OFFICE

DEPUTY SHERIFF

GENERAL DESCRIPTION

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

EXAMPLES OF WORK PERFORMED

Criminal Enforcement Division
Depending on area to which assigned, may perform any of the following duties:

Patrol an assigned area, generally by vehicle, to prevent crimes and enforce laws and regulations

Respond to emergency calls and routine complaints and take action as necessary

Issue traffic citations and direct traffic

Investigate traffic accidents and crimes against persons and property and assist federal, state and local law enforcement officials

Keep records of activities and make reports concerning crimes, complaints, accidents and investigations

File cases with District Attorney or U.S. Attorney

Make lawful arrests for violations of laws for the State of Texas and local government ordinance and/or resolution

Serve felony, misdemeanor and mental commitment warrants and make arrests

Serve court papers including writs, summons, subpoenas, capias, etc.

Question witnesses and suspects and take statements and depositions

Assist other law enforcement agencies as needed

Perform surveillance of suspects and assigned locations

Meet with informants and conduct undercover narcotics work

Handle and care for dogs involved in narcotics investigations

Conduct background investigations on applicants for law enforcements and corrections positions

Serve as a bailiff in county and district courts

Gather and label evidence, take photographs and fingerprints, guard and transport prisoners and testify in court

May address and work with community groups to promote good public relations and to inform citizens of police activities and crime prevention

May be responsible for animal control, especially relating to cattle on roadways

Return persons who have been arrested to county in other locations in and out of state

Regular attendance is a must

Ability to work well with others

In School Policing

Respond to emergency calls within the school assigned. Handle routine complaints and take action as necessary

Issue traffic citations and direct traffic

Investigate crimes against persons and property and assists federal, state and local law enforcement officials

Keep records of activities and makes reports concerning crimes, complaints, accidents and investigations

File cases with District Attorney, U.S. Attorney, or Hidalgo County juvenile authorities

Make lawful arrests for violations of laws for the State of Texas and local government ordinance and/or resolution

Serve felony, misdemeanor and mental commitment warrants and make arrests

Question witnesses and suspects and take statements

Assist other law enforcement agencies as needed

May handle and care for dogs involved in narcotics investigations

Gather and label evidence, take photographs and fingerprints, guard and transport prisoners and testify in court

May address and work with community and school groups to promote good public relations and to inform citizens, students, and school faculty of police activities and crime prevention

Will interact with students and school faculty on a daily basis

Will be involved in participating and providing security for school related activities and functions

Will coordinate with Deputy Sheriffs assigned to other schools, criminal enforcement division and other law enforcement agencies for their participating or providing security for school related functions and activities

Will report directly to the school assigned rather than the sheriff's department on a daily basis, unless otherwise instructed

Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County Sheriff's department

SUPERVISORY RESPONSIBILITIES

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

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from a high school or equivalent (GED)

At least one (1) year of law enforcement related experience

Bilingual (Spanish and English) with ability to converse fluently in both languages

Certificates, Licenses, & Registration

Applicant must possess a current Basic Peace Officer Certification from the Texas Commission on Law Enforcement Officers Standard and Education

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

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

Knowledge, Skills, and Abilities

Ability to understand and follow written and oral instructions, departmental policy, rules, regulations and laws

Ability to establish and maintain effective working relationships with other County employees and officials, law enforcement agencies and the general public

Ability to analyze situations and adopt a quick, effective and reasonable course of action

Ability to write clear and concise reports and to maintain complete records as required

Ability to learn the use and care of vehicles, firearms and specialized equipment

Ability to communicate effectively orally and in writing

Good physical condition

Ability to solve basic mathematic problems involving addition, subtraction, multiplication and division

Ability to use decimals and percentages in solving such problems

Ability to speak, read and write in the English language

Ability to read and interpret documents such as safety rules, operating and maintenance instructions and procedure manuals

Ability to write routine reports and correspondence

Ability to speak effectively before groups of employees or organizations

Ability to also speak and write in Spanish preferred

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists

Ability to interpret a variety of instructions furnished in written, oral, diagram or schedule form

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY
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: Wednesday, February 04, 2015 Agenda Item: 48278

Summary of request/proposal:
Sheriff's Office (1100):
Approval to remove/authorize clothing allowance, effective next full pay period of 2/09/2015:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	(Sr) Deputy Sheriff (Step IV)	0086	119	500.00	0.00	(500.00)
1100	Deputy Sheriff (Step II)	0109	119	500.00	0.00	(500.00)
1100	(Sr) Deputy Sheriff (Step II)	0208	119	0.00	500.00	500.00
1100	Deputy Sheriff (Step II)	0239	119	0.00	500.00	500.00
				1,000.00	1,000.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-421-00-280-001-0-	119	SHERIFF	CLOTHING ALLOWANCE	$0.00
5-1100-421-00-280-001-0-	211	SHERIFF	HEALTH INSURANCE	$0.00
5-1100-421-00-280-001-0-	212	SHERIFF	LIFE INSURANCE	$0.00
5-1100-421-00-280-001-0-	220	SHERIFF	FICA	$0.00
5-1100-421-00-280-001-0-	230	SHERIFF	RETIREMENT	$0.00
5-1100-421-00-280-001-0-	250	SHERIFF	UNEMPLOYMENT COMP	$0.00
5-1100-421-00-280-001-0-	260	SHERIFF	WORKER'S COMP	$0.00
			2015 Budgetary Impact	$0.00

2016 Budgetary Impact: $0.00

Possible Funding Sources: NO BUDGETARY IMPACT.

Comments:

Hidalgo Co. Budget Office
2/3/2005

AI -48347 **Human Resources** **9. D.**

CC - REGULAR

Meeting Date: 02/04/2015

Submitted For: Esther Cortez, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Sheriff's Office (1100):

1. Discussion, approval and consideration of the following personnel actions:

Action	Slot#	Dept/Prog	Current Position Title	Current Budgeted Salary/Allowance	Proposed Position Title	Proposed Budgeted Salary/Allowance	Net Change
Reclassify/ Salary Increase	0016	280-001	Information Tech Manager	$56,162.00	Information System Administrator	$61,022.00	$4,860.00
Reclassify/ Salary Increase	0243	280-001	Human Resources Specialist II	$34,135.00	Human Resources Supervisor	$40,135.00	$6,000.00
Reclassify/ Salary Increase	0272	280-001	Administrative Asst II	$32,029.00	Executive Assistant I	$37,029.00	$5,000.00
Delete	0415	280-001	Quality Assurance Inspector	$55,000.00	-	-0-	<$55,000.00>
Create	0418	280-001	-	-0-	Communications Supervisor	$35,391.00	$35,391.00

2. Approval to revise the salary schedule in accordance with Commissioners Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-421-00-280-001-0-xxx

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

BUDGETARY IMPACT:

Cost Savings- No budgetary impact.

Attachments

PAR forms & Job Desc

revised fiscal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/30/2015 04:14 PM
Obdett Calzada	Obdett Calzada	01/30/2015 05:12 PM
Purchasing Department	Monica Badillo	01/30/2015 05:20 PM
Form Started By: Diana Munoz		Started On: 01/30/2015 03:05 PM

Final Approval Date: 01/30/2015

HIDALGO COUNTY
Personnel Adjustment Request Form

BUDGET & MANAGEMENT SERVICES
JUN 18 2014

RECEIVED
JUN - 4 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: **SHERIFF'S OFFICE /280** DATE: **5/23/2014**

CURRENT POSITION TITLE: **INFO TECH MANAGER** CURRENT SLOT #: **001-016**

REQUESTED POSITION TITLE: **INFO SYSTEM ADMINISTRATOR**

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount:

$ 56,162.00	$ 61,022.00	$ 4,860.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change
$ 500.00	$ 500.00	$ 0.00
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 [X] Will Require Additional Funds

[ ] Other _____

POSITION Type:

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

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

TEMPORARY POSITIONS: N/A

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

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

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

This position will increase in job duties and additional supervisory duties.

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	5-30-14 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO	
2.	Esther A. Cortez /gc HUMAN RESOURCES DIRECTOR	06-16-14 Date	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO	
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/12/2014 Date	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO	
4.	COMMISSIONERS' COURT APPROVAL	Date				

COUNTY OF HIDALGO

Human Resources Department

RECEIVED
JUN 04 2014
HUMAN RESOURCES

JOB AUDIT FORM

(i) This Job Audit Form is used to gather information about the duties, responsibilities, and qualifications needed for jobs performed by all County Employees. The information provided in this form is the basis for the job audit to determine that the classification of titles and pay grades reflect the position responsibilities accordingly. It is recommended that this form be completed by both the supervisor and the employee collaboratively and is essential for the success of this process.

(ii) In responding to the questions, it is important to be as accurate and thorough as possible when addressing the position.

(iii) This questionnaire is being used for a wide variety of positions with the County of Hidalgo and some questions will be more applicable to certain types of jobs. If you feel a question is not relevant to the position responsibilities, enter NOT APPLICABLE.

Supervisors wanting to Audit a New Position or Existing Position:

- ☐ If this request is for a reclassification requesting a title and grade change, complete all sections of this form and submit to the Human Resources Department to obtain required approvals.
- ☐ If this is a request for a reclassification for a position not currently part of the Inventory list, complete all sections of this form and submit to the Human Resources Department assigning new title, job reclassification and new pay grade if applicable.

Employee Name: Michael A. Garza ***Department:*** Sheriff's Office

Current Job Title/Grade: Info Tech Manager ***Proposed Job Title/Grade:*** Info. System Administrator

Immediate Supervisor: Captain Richard Ozuna ***Date:*** 05/28/14

1. *Basic Functions and Scope of Job:* *Please provide a brief summary of the main purpose of this job and the primary function of the position. State briefly the scope of the job duties performed.*

Responsible for the effective operation and maintenance of any and all technical hardware and software. Plan, organize, and manage tasks to achieve within budgeted funds and available personnel. Plan, assign and/or supervise the work of others. Design and develop wan and lan networks. System programming for complex mid-frame and mainframe server environments.

2. *Work Performed:* *Describe in detail the duties performed. State specifically what is done, and explain why and how.*

Current Duties:	*Proposed Duties:*

☒ ***Attach an additional list of duties on a separate page if needed***

3. *Work Contacts:* *The extent to which the position requires the ability to gain cooperation, persuade and influence other people. Indicate the level, frequency, difficulty and importance of work contacts.*

Contacts	*Frequency*	*Purpose of Contact*	*Means of Contact*
Elected Officials	Freq	Discuss future purchasing, address	Person to Person or Phone
Department Heads	Freq	Current problems need to addresse	Person to Person or Phone
Other outside Sources	Freq	Talk with other agencies to help anc	Mostly Phone contact
Vendors /Organizations	Freq	Contact vendors on a daily basis for	Phone contact only
Peers in other depts.	Freq	Discuss problems and fixes they ma	Person to Person or Phone
General Public			

Other (specify) _____

COUNTY OF HIDALGO

Human Resources Department

JOB AUDIT FORM

4. Decision-Making: *Indicate level of capacity allowed under County policies, procedures and practices. Provide example of typical problems you must resolve and describe the judgment that is required.*

One Critical decision was at 2am when I was notified that Spillman Server crashed and could not repair from home. Came in to Office and discovered that the entire Hard Drive crashed and I could not recover. Luckily I had a back up and extra hard drives on hand. Advised 911 to go manual to lose any information. During that time I rebuilt the Server and imported all date with backup and we were backup in 4 hours vs being down for days and never be able to retrieve 4 years of data.

5. Supervisory responsibility: *Extent to which position controls, directs, or is accountable for work of others.*

Supervision Capacity:	*Name and titles of employees supervised:*	*Type of Supervision (Close, General, Direct)*
Recommend for hiring	Fernando Guererro	Direct
Final hiring decision	Yes	Direct
Determine training needs	Yes	Direct
Plan and assign work	Yes	Direct
Reclassification/pay increase	No	None
Evaluate performance/conduct	Yes	Direct
Handle grievances/complaints	No	No
Initiate disciplinary actions	No	No
Recommend termination	Yes	General
Final termination decision	No	General
Other (Please explain)		

6. Physical Effort: *Amount of physical effort required to perform the job.*

X Operates no tools, machines or equipment.
___No significant lifting required.

Position while working. % of total time

Identify tools, equipment, machinery and materials handled. Indicate approximate percentage of available work time: %

Tools	50
Equipment	50
Machinery	
Materials Weight	

Work Conditions: The degree of exposure to work conditions such as dirt, heat, fumes, etc.

Surroundings	% of time	Surroundings	% of time
Dirt	40	Noise	50
Heat	30	Vibration	70
Fumes	30	Grease/oil	
Smoke		Dust/shavings	
Water		Office environment	

Frequency in position

Walking	30
Standing	10
Lifting	10
Climbing	10
Pulling	10
Pushing	10
Cramped or confined spaces	10
Sitting	20
Other	

Comments:

7. Education/ Training and Experience Required:

Minimum academic, commercial, and technical qualifications required for performing the full duties of job.	*Minimum previous experience regarded as essential for a person with the specified educational background sufficient to perform this type of job.*
Academic	**Years of Experience**
_High School Diploma/GED	(0-1, 1-3, 3-5, 5-more)
_Two year college (Associate's Degree) Institute of Texas Technical Coll	Field of Experience 25
_Trade or Technical School (Certificate or diploma)	This type of job 25
_Four year college (Bachelor's Degree)	Related experience
_Graduate (Master's Degree)	On-the-job training
_Certification	Please describe the type and level of experience
_Any specific/previous training or skills that can increase competency	

8. Approvals

Employee Certification Section

I certify that the information contained in this job description document is correct and complete.

Employee Signature: Michael Garza **Date:** 05/29/14

Supervisor's Comment Section

If you have asked an employee in the position to complete this document, it is important that you, the supervisor, review the Job Audit Form since you may have a different perspective of this position. For example, an employee may tend to overstate responsibilities. Do not change the employee's description, but provide your comments with reference to the appropriate section in the employee's description. (Attach an additional sheet, if needed)

I agree with the employee's description:

☑ As written

☐ As modified on the attached sheet

☐ Advised employee of modifications regarding job description Employee's Initials _____

Supervisor's Signature: Chief Mtg Date: 5-30-14

Supervisor's Name and Title (please print)	Telephone #:	Email Address
Mario Lopez, Chief Deputy	(956) 393-6007	Mario.Lopez@hidalgosorc.s

JOB AUDIT FORM

2. Work Performed: *Describe in detail the duties performed. State specifically what is done and explain why and how.*

The Information Technology Manager position has been a very challenging experience. Since the Sheriff Office is a 24/7 operation, and since our latest and greatest software with our leaps and bounds in Technology, it has demanded the Sheriff Office IT Dept to be on call 24/7 , 365 days a year. This has been ongoing for 5 years. Below are the current duties that the Information Technology is responsible for.

- Maintain all Law Enforcement Bldg, all bureaus and divisions (135 pc's)
- Maintain all Detention Jail Bldg all bureaus and divisions.....(155 pc's)
- Maintain all Mobile Patrol Deputies...(growing to 225) .....(125 pc's)
- Total.....Sum(415 pc's)
- 800 Users
- Maintain and Support All Servers (16)
- All Backups for Servers
- 911 Call Center
- Live Scan DPS Inmate Finger Printing System
- Cross Match Detention Jail Finger Printing System
- Handle all Law Enforcement DVR Recordings for investigations
- Handle all Detention DVR Recordings for investigations
- Handle all ICE Agents needs
- Handle all BP Agents needs
- Handle all other Agencies needs that visit our facility
- Maintain and Handle RMS Records Software
- Maintain and Handle CAD Dispatch 911 Software
- Maintain and Handle Mobile Software
- Maintain GIS Zoning Mapping Software for Mobile GPS Location
- Dashboard Comp stats (Statistics for Sheriff)
- Ableterm Users
- 24/7 On Call
- SSA (Super Spillman Administrator)
  Hub Module
  Civil Process Module
  Equipment management Module
  Evidence Management Module
  Fleet Management Module

Imaging Module
Vehicle Impound Module
Law Records Module
Traffic Management Module
Pin Mapping Module
Spillman CAD Module
State Link Module
CAD Mapping Module
E911 Interface Module
Mobile Server -CAD Module
Mobile AVL Mapping Module
Comp stat Dashboard
Spillman Touch
Quickest Route
Arc GEO

New Sheriff Office Substation Responsibilities.
To Maintain, Operate, Upgrade and Service.

- 6 Servers
- User Access Control Cards
- 60 Computers
- 30 Security Camera's

Future Odyssey maintenance:

- Law Enforcement Bldg (135 pc's)
- Jail Detention Bldg.....(155 pc's)

HIDALGO COUNTY

INFORMATION SYSTEM ADMINISTRATOR

GENERAL DESCRIPTION

This position performs complex information system administration work. Work involves providing assistance in the planning, development, maintenance, and monitoring of integrated database systems, and ensuring that the conceptual and design phases of new applications are consistent with the structural parameters within the information environment. Manages and administers the County's computerized information system staff including mid-range computers, servers, internet firewall, e-mail server and local and wide area networks; serves as second tier manager directly under county CIO. May make decisions for department only in the absence of CIO.

EXAMPLES OF WORK PERFORMED

Manages multiple technology systems, related equipment and processes.

Manages loads information, reorganizes as necessary, and assists in monitoring database performance

Executes the procedures necessary to save, retrieve, and recover databases from hardware and software failures

Maintains data standards; prepares and develops database documentation, procedures, and definitions for data dictionaries

Creates test database environment for applications section, including the creation of necessary libraries and procedures

Assists with the installation of database software and with analyzing, designing, and implementing databases

Assists with designing and maintaining database structures

Assists with establishing and implementing necessary database security controls

Manages the County's information system including hardware; assesses current and future data processing needs for County department users and modifies existing systems and writes/installs or recommends new programs and hardware to meet user needs

Provides the management for a computerized recordkeeping system, eliminating many manual records and the need for outside vendor systems

Confers with user departments regularly to identify computerization needs and determines how the desired results can be achieved; analyzes existing systems and programs and develops or recommends new systems or modifications to existing systems

Assures system documentation by directing the writing of detailed descriptions of the system components; supervises the training of user department personnel in the use of PC's, terminals, printers and other peripherals, in addition to the program applications installed

Recommends and directs software changes and updates to keep department systems up-todate; monitors any software changes; assists departments with regard to program changes and operations

Assists in designing special forms for user departments; assists in determining if the form meets user needs, determines number of forms, etc.

Develops methodology to expand flexibility of programs or systems to meet changing needs of user departments and to accommodate future expansion without necessitating a major redesign of the systems at a later date

Works on special projects to assist various offices, departments and committees in establishing goals and deadlines pertaining to the cycle or flow of county information between departments and to the local, state, and federal government.

Determines the most effective way to design a system or write a program and authorizes scheduling

Maintains contacts with all user departments, hardware vendors and other systems representatives

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Seven (7) year experience in technology management, experience in system design and programming work including three (3) years in a supervisory role

Graduation from an accredited four (4) year college or university with major course work in computer science, management information systems or a technology specialized degree.

Knowledge, Skills, and Abilities

Knowledge of the principles, practices, and techniques of computer programming and systems design; of computer operations, systems, and procedures; of project control and cost estimating techniques; of computer programming languages; of data processing flowcharting techniques; of database structures and theories; of current database technologies; and of data analysis techniques

Ability to identify and define user task needs, to process information logically, and to conduct short-range and long-range project planning studies

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY
Personnel Adjustment Request Form

BUDGET & MANAGEMENT-BD
JUN 18 2014

RECEIVED
JUN - 4 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: **SHERIFF'S OFFICE /280** DATE: **5/23/2014**

CURRENT POSITION TITLE: **HUMAN RESOURCES SPECIALIST II** CURRENT SLOT #: **001-243**

REQUESTED POSITION TITLE: **HUMAN RESOURCES SUPERVISOR**

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount:

$ **34,135.00** Current G&S/ Budgeted Salary $ **40,135.00** Proposed G&S/ Budgeted Salary $ **6,000.00** Net Change

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS: N/A

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

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

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

This position currently supervies other staff members of the HCSO Personnel Office. She is held accountable for all actions involving personnel matters. This position administers over 800 personnel files and is responsible for all actions with regards to the files and changes that affect the employee slot and file. In addition to these, additional duties and responsibilities will be assigned.

HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE /280 DATE: 5/29/2024

CURRENT POSITION TITLE: HUMAN TRAFFICKING SPECIALIST III CURRENT SUCT #: 805-24-...

REQUESTED POSITION TITLE: HUMAN TRAFFICKING SPECIALIST

REQUEST FOR:

☐ New Position ☐ Temporary Position ☒ Title or Reclassification ☐ Other: _____

All Service Positions are subjected to the Civil Service Classification

POSITION TITLE SALARY REQUEST:

Salary Adjustment:

Current Hourly Rate/Annual Salary	Proposed Hourly/Annual Salary	Net Change
$ 34,320.01	$ 40,560.00	$ 6,239.99

Position to be funded from one of the following:

☐ Citizen Participation Budget ☐ Justice Building Center ☒ Will Require Additional Funds

☐ Other: _____

CURRENT FTE Type:

Full Time Employee Object 11:
☒ Part Time Employee Object 11:
Enter hourly rate or term: _____

Full Time Temporary Object 12:
☐ Part Time Temporary Object 12:
Hourly Rate: $ 20.00 per hour or Annual Salary: _____

TEMPORARY POSITION: N/A

Duration: _____ Hours: _____ Weeks: _____ Hours Per Week: _____ Duration: _____

Shift Differential:

Evening: ☐ Weekend: ☐

Non-Exempt: ☒ Non-Exempt: ☒

OT: ☐

JUSTIFICATION/DESCRIPTION: Please explain why this position or any amount requested is necessary.

This position will be supervised by Chief Matthew Long at the 280 Personnel Office. She is to hold accountable for all actions involving personnel matters. This position is ministerial in that the employee will be held responsible for all actions with regards to the [illegible] of assigned staff. The employee is also responsible to assist with [illegible] duties and responsibilities as directed.

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)

This position will require the additional duties; oversight of Worker's Compensation claims and Unemployment claims for the Sheriff's office. Will be responsible for working with other departments of the county such as Budget Office in preparing/ verifying the correct salaries for HCSO employees. Will require to train and supervise others. In addition, this employee will serve as an executive assistant to the Chief Deputy.

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	5-30-14 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO	
2.	Esther A. Cortez /for HUMAN RESOURCES DIRECTOR	06-16-14 Date	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO	
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/12/2014 Date	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO	
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY SHERIFF'S OFFICE

HUMAN RESOURCES SUPERVISOR

GENERAL DESCRIPTION

Performs routine (journey-level) human resources management work. Work involves administering or assisting in the administration of a human resources management program and ensuring compliance with state and federal laws and regulations; May train others; Works under moderate supervision, with limited latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Administers and scores employment test

Recruits, screens, and interviews applicants; evaluates their qualifications; and refers qualified applicants to the proper hiring authorities

Completes human resources-related surveys and questionnaires

Compiles and analyzes wage data

Prepares human resources correspondence and reports

Provides advice and assistance on classification, compensation, recruitment, retention, leave provisions, and salary administration matters

Assists in training and counseling agency staff on issues, rules, and regulations related to human resources management

Assists in preparing new or revised job descriptions

Preparation and submission of all documents required by the Texas Commission of Law Enforcement Officers Standards and Education employees (Certified Peace Officers and/or Certified Jailers) that (a) are currently employed, (b) have resigned or have been terminated or, (c) are pending the hiring process

Scheduling of medical exams, drug testing, and psychological exams of all proposed applicants for Peace Officer or Jailer

Verification of present or past employment of all proposed applicants

Preparation and submission of all documents required by the County of Hidalgo and the Hidalgo County Sheriff's Department for employment of all applicants

Monitor, prepare, and process scheduled wage time sheet periods to include all status of all probation employees and longevity pay

Distributes payroll

Preparation and submission of Workers Compensation Forms

Preparation and submission of Unemployment Claims

Oversee human resources activities

Counsels staff on issues; explains rules and regulations related to human resources management

Conducts reviews and evaluations and procedures statistical or narrative reports of findings

Assist in budget preparation

Works with the Budget Office in regards to the Budget process for the next fiscal year.

Plan, assign, and/or supervise the work of others

Plan and coordinate special and administrative assignments and programs

Works with the County Personnel Office in the requisition and hiring procedures for all new employees

Custodian of Records for all personnel files

Regular attendance is a must

Ability to work well with others

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two (2) years of experience in human resources management work

Graduation from an accredited four-year college or university with major course work in human resources management, business or public administration, or a related field

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

Knowledge, Skills, and Abilities

Knowledge of the principles and practices of human resources management; compensation principles and practices; job evaluation methods; and of federal, state, and local laws, statutes, and regulations

Skill in conducting interviews

Ability to evaluate applicant qualifications, to analyze job requirements, to prepare and revise job descriptions, to explain policies and procedures to staff and the public, and to train others

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

COUNTY OF HIDALGO

Human Resources Department

RECEIVED
JUN 04 2014
HUMAN RESOURCES

JOB AUDIT FORM

(i) This Job Audit Form is used to gather information about the duties, responsibilities, and qualifications needed for jobs performed by all County Employees. The information provided in this form is the basis for the job audit to determine that the classification of titles and pay grades reflect the position responsibilities accordingly. It is recommended that this form be completed by both the supervisor and the employee collaboratively and is essential for the success of this process.

(ii) In responding to the questions, it is important to be as accurate and thorough as possible when addressing the position.

(iii) This questionnaire is being used for a wide variety of positions with the County of Hidalgo and some questions will be more applicable to certain types of jobs. If you feel a question is not relevant to the position responsibilities, enter NOT APPLICABLE.

Supervisors wanting to Audit a New Position or Existing Position:

- ☐ If this request is for a reclassification requesting a title and grade change, complete all sections of this form and submit to the Human Resources Department to obtain required approvals.
- ☐ If this is a request for a reclassification for a position not currently part of the Inventory list, complete all sections of this form and submit to the Human Resources Department assigning new title, job reclassification and new pay grade if applicable.

Employee Name: ZUJEY GAMINO ***Department:*** SHERIFF'S OFFICE

Current Job Title/Grade: HR SPECIALIST II ***Proposed Job Title/Grade:*** HR SUPERVISOR

Immediate Supervisor: CHIEF DEPUTY MARIO LOPEZ ***Date:*** 5/27/2014

1. *Basic Functions and Scope of Job:* *Please provide a brief summary of the main purpose of this job and the primary function of the position. State briefly the scope of the job duties performed.*

This position is responsible for all Personnel issues of the Sheriff's Office 809 employees. Supervises all paperwork that is being submitted to different County departments for hiring, firing, pay increases, works on salary schedules, change of status forms. ~~Oversees the submission of timesheets, and employee accurals.~~

2. *Work Performed:* *Describe in detail the duties performed. State specifically what is done, and explain why and how.*

Current Duties:	*Proposed Duties:*
Submits paperwork to HR, TCOLE, Budget, Sets up appointments for new hires, checks for compliance on new hires and current employees.	Works on salary schedules for next fiscarl year with Budget assigned to work on unemployment claims and worker's compensation claims, wks directly with chief

☐ ***Attach an additional list of duties on a separate page if needed***

3. *Work Contacts:* *The extent to which the position requires the ability to gain cooperation, persuade and influence other people. Indicate the level, frequency, difficulty and importance of work contacts.*

Contacts	*Frequency*	*Purpose of Contact*	*Means of Contact*
Elected Officials	frequent	approvals of paperwork submitted	in peson/ by phone
Department Heads	frequent	day-day basis regarding employees	in person / by phone
Other outside Sources	frequent	scheduling for new hires	in person / by phone
Vendors /Organizations	N/A		
Peers in other depts.	frequent	questions, concerns, issues	in person / by phone
General Public	frequent	questions about hiring procedures	in person / by phone

Other (specify) _____

COUNTY OF HIDALGO

Human Resources Department

JOB AUDIT FORM

(1) This job audit form is used to gather information about the duties and responsibilities and qualifications needed for the performed by each County employee. The information provided in this form will be used by HR staff to determine the classification of titles and pay grades for positions requiring reclassification. It is recommended that this form be completed by the supervisor and the employee together and be used for the purpose of this process.

(2) In providing the information, it is important to be as accurate and thorough as possible when describing the position.

(3) This questionnaire is to be used in the writing of job titles with the County of Hidalgo and some questions may be more applicable to certain types of jobs. Every effort should be made to provide complete answers to all questions.

Supervisor's Worksheet to Audit a Non-Position or Existing Position

If this is a request for reclassification or a title and pay scale change, complete all sections of this form and submit to the Human Resources Department for review. Incomplete forms will be returned.

If this is a request for reclassification for a vacant position, please attach a copy of the last posting for the position and submit to the Human Resources Department for review. Incomplete forms will be returned.

Employee Name: ZULY GARCIA — Department: HUMAN RESOURCES

Current Job Title/Classification: HR ASSISTANT II — Proposed Job Title/Classification: SUPERVISOR

Recommending Supervisor Signature: [illegible] — Date: 5/27/2014

1. Describe Functions and Activities of Position: Please provide a brief description of the main purpose of this job and the primary functions of the position. Note: Do not describe employee's duties.

Supervises one full time Front Desk Receptionist and two part time Receptionists. Oversees the daily operations of the front desk. Responsible for scheduling, training, and evaluating staff. Assists with the preparation of the annual budget. Coordinates with other departments to ensure smooth operations. Handles employee relations issues, including disciplinary actions and conflict resolution. Ensures compliance with company policies and procedures. Maintains employee records and confidentiality. Prepares reports on front desk activities and employee performance. Assists with the recruitment and hiring process for front desk staff. Conducts regular meetings with front desk staff to discuss issues and improvements. Acts as a liaison between front desk staff and other departments. Performs other duties as assigned by supervisor.

2. Duties Performed: Please indicate the duties performed by the employee and the percentage of time spent on each duty.

Duties	% Time	Duties	% Time
Supervise front desk staff	20%	Oversee daily operations of the front desk	15%
Train new front desk staff	10%	Assist with the preparation of the annual budget	5%
Conduct performance evaluations for front desk staff	10%	Coordinate with other departments to ensure smooth operations	10%
Handle employee relations issues, including disciplinary actions and conflict resolution	10%	Maintain employee records and confidentiality	5%
Schedule and conduct regular meetings with front desk staff	5%	Prepare reports on front desk activities and employee performance	5%

Attach an additional list of duties on a separate page if needed.

3. Work Conditions: Please indicate the conditions under which the employee is required to perform their duties. Please check all that apply.

Outdoor	No Hearing	Fine Motor Skills	Manual Labor
Heated Office	Lifting	Repetitive Motion	Required to operate by phone
Temperature Varies	Typing	Walking	Required to operate by phone
Office Setting	Required	Sitting for more than 2 hours	Required to operate by phone
Outdoor Setting	Other	Bending, Kneeling, Squatting	Required to operate by phone
Heavy Lifting	Required	Specific Vision Abilities	Required to operate by phone
Other (Specify)			

4. Decision-Making: *Indicate level of capacity allowed under County policies, procedures and practices. Provide example of typical problems you must resolve and describe the judgment that is required.*

Sorts out applications for employment, sets up exams and medical appointments, Point of contact with TCOLE for questions on Deputy/ Detention Officer licenses.

5. Supervisory responsibility: *Extent to which position controls, directs, or is accountable for work of others.*

Supervision Capacity:	*Name and titles of employees supervised:*	*Type of Supervision (Close, General, Direct)*
Recommend for hiring		
Final hiring decision		
Determine training needs		
Plan and assign work	Apolonia Suprise/Oneida Diaz - Admin. Asst.	Direct
Reclassification/pay increase	Apolonia Suprise/Oneida Diaz-Admin Asst.	Direct
Evaluate performance/conduct		
Handle grievances/complaints	Apolonia Suprise/Oneida Diaz-Admin. Asst.	Direct
Initiate disciplinary actions		
Recommend termination		
Final termination decision		
Other (Please explain)		

6. Physical Effort: *Amount of physical effort required to perform the job.*

___Operates no tools, machines or equipment.
X No significant lifting required.

Identify tools, equipment, machinery and materials handled. Indicate approximate percentage of available work time: %

Tools	0%
Equipment	100%
Machinery	0%
Materials Weight	0%

Work Conditions: The degree of exposure to work conditions such as dirt, heat, fumes, etc.

Surroundings	% of time	Surroundings	% of time
Dirt	0%	Noise	5%
Heat	0%	Vibration	0%
Fumes	0%	Grease/oil	0%
Smoke	0%0%	Dust/shavings	0%
Water	0%	Office environment	95%

Position while working. % of total time

Frequency in position

Walking	20%
Standing	17%
Lifting	1%
Climbing	2%
Pulling	0%
Pushing	0%
Cramped or confined spaces	0%
Sitting	60%

Other ___

Comments:

7. Education/ Training and Experience Required:

Minimum academic, commercial, and technical qualifications required for performing the full duties of job.	*Minimum previous experience regarded as essential for a person with the specified educational background sufficient to perform this type of job.*
Academic	**Years of Experience**
✓High School Diploma/GED	(0-1, 1-3, 3-5, 5-more)
_Two year college (Associate's Degree) ___	Field of Experience 5+
_Trade or Technical School (Certificate or diploma)___	This type of job 5+
_Four year college (Bachelor's Degree) ___	Related experience 5+
_Graduate (Master's Degree) ___	On-the-job training 5+
_Certification ___	Please describe the type and level of experience
✓Any specific/previous training or skills that can increase competency	
TCOLE training, HR training, Payroll Law	

5. **Decision-Making:** Indicate level of responsibility allowed under County policies, procedures and practices. Provide an example of typical decisions you must resolve and describe the judgment that is required.

Sorts out applications for employment, sets up exams and medical appointments, Point of contact with TCOLE for questions on Deputy Commission Officer licenses.

6. Supervisory responsibility: Areas in which position control, directly or is accountable for work of others.

Supervision Exercised:	Name and title of employee supervised:	Type of Review (Daily, General, Spec.)
Recommend for hiring		
Final hiring decision		
Determine training needs		
Plan and assign work:	Angelina Snyder/Onalia Diaz - Admin. Asst	Direct
Reclassification/pay increase	Angelina Snyder/Onalia Diaz - Admin. Asst	Direct
Evaluate performance/conduct		
Handle grievances/complaints	Angelina Snyder/Onalia Diaz-Admin. Asst	Direct
Recommend disciplinary actions		
Recommend termination		
Final termination decision		
Other (Please explain)		

7. Physical Efforts: Amount of physical effort required to perform the job.

Operates tools, instruments or equipment.	Position sedate working 90% of total time
X No significant lifting required	

Hourly tools, equipment, machinery and materials handled. Indicate approximate percentage of available work time:

	%
Tools	0%
Equipment	100%
Machinery	0%
Materials - Weight	0%

Work Conditions: The degree of exposure to work conditions such as dirt, loud noises, etc.

Surroundings	% of time	Surroundings	% of time
Dirt	0%	Noise	0%
Heat	0%	Vibration	0%
Fumes	0%	Grease/oil	0%
Smoke	0%0%	Heat/Abrasive	0%
Water	0%	Indoor environment	95%

Frequency in parties

Walking	20%
Standing	70%
Lifting	5%
Climbing	0%
Pulling	0%
Pushing	0%
Stooped or continuous bending	0%
Sitting	50%

Other: _____

Comments:

7. Education, Training and Experience Required:

Minimum acceptable combination of education, training and technical qualifications required for performing the job duties listed:	Minimum previous experience required as a person with the specified education and background sufficient to perform this type of job
Education:	Years of Experience
High School Diploma/GED	(0-1, 1-3, 3-5, 5-more)
Two year college (Associate's Degree)	Field of Experience
Three or Technical School (Certificate or Diploma)	Kinds of job
Four year college (Bachelor's Degree)	Related experience
Graduate (Master's Degree)	On-the-job training
Certification	Please describe the type and level of experience
Any specific professional training or skills that can increase competency	
TCOLE training, CPR, Payroll Law	

8. Approvals

Employee Certification Section

I certify that the information contained in this job description document is correct and complete.

Employee Signature: _____ **Date:** 5/27/14

Supervisor's Comment Section

If you have asked an employee in the position to complete this document, it is important that you, the supervisor, review the Job Audit Form since you may have a different perspective of this position. For example, an employee may tend to overstate responsibilities. Do not change the employee's description, but provide your comments with reference to the appropriate section in the employee's description. (Attach an additional sheet, if needed)

I agree with the employee's description:

☑ As written

☐ As modified on the attached sheet

☐ Advised employee of modifications regarding job description Employee's Initials _____

Supervisor's Signature: _____ Date: 5-30-14

Supervisor's Name and Title (please print)	Telephone #:	Email Address
Nano Lopez, Chief Deputy	926-393-6007	Zuyay.

HIDALGO COUNTY

Personnel Adjustment Request Form

BUDGET & MANAGEMENT-BD
JUN 18 2014

RECEIVED
JUN - 4 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: **SHERIFF'S OFFICE /280** DATE: **5/23/2014**

CURRENT POSITION TITLE: **ADMINISTRATIVE ASSISTANT I** CURRENT SLOT #: **001-272**

REQUESTED POSITION TITLE: **EXECUTIVE ASSISTANT I**

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount:

Salary:	$ 32,029.00 Current G&S/ Budgeted Salary	$ 37,029.00 Proposed G&S/ Budgeted Salary	$ 5,000.00 Net Change
Allowance:	$ 500.00 Current G&S/ Budgeted Salary	$ ~~0.00~~ $500.00 Proposed G&S/ Budgeted Salary	$ ~~(500.00)~~ -0- Net Change

Position to be funded from one of the following:

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

[ ] Other _____

OBM 1/30/15 As per Zujey Gamino

POSITION Type:

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

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

TEMPORARY POSITIONS: N/A

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

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

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

This position will assist in the effeciency and effectiveness of the Sheriff's Office operation. Will provide the ability to coordinate and manage the demands of the office of Sheriff to better serve the general public and the entities interacted with daily.

HUMBOLDT COUNTY

Personnel Adjustment Request Form

DEPARTMENT NUMBER: 11 DEPARTMENT NAME: DISTRICT ATTORNEY DATE: 8/29/2014

CURRENT POSITION TITLE: ADMINISTRATIVE ASSISTANT II CURRENT SLOT #: 001-002

REQUESTED POSITION TITLE: EXECUTIVE ASSISTANT I

REQUEST FOR:

☐ Hire Position ☐ Temporary Position ☒ Reclassification ☐ Other: _____

* Civil Service Positions are submitted to the Civil Service Commission

DESCRIPTION SUMMARY REQUEST:

Salary Amount:

Current GBS/ Budgeted Salary	$ 22,424.00	Proposed GBS/ Budgeted Salary	$ 27,859.00	Net Change	$ 5,435.00
Current GBS/ Budgeted Step	3	Proposed GBS/ Budgeted Salary	5	Net Change	$

Position to be funded from one or the following:

☐ General Department Budget ☐ Unused Budget Over ☒ Will Require Additional Funds

☐ Other: _____

CLASSIFICATION Types:

Full Time Employee Object 111	☒	Part Time Employee Object 112	☐	Temporary Object 113	☐	Hourly Rate for Temp Position: _____

TEMPORARY POSITIONS ONLY

Start Date: _____ End Date: _____ Working Days & Hours: _____ Hours Per W: _____ Duration: (not to exceed 3 months)

CIVIL SERVICE ONLY

FLSA:

Exempt ☐ Exempt ☐

Non-exempt ☒ Non-Exempt ☒

N/A ☐

JUSTIFICATION / PRIORITY: (Explain why this position or classification is needed)

This position will assist in the efficiency and effectiveness of the District Office operation. Will provide due validity to

documents and manage the domain of the office of District to better serve the general public and the entities involved.

with duties.

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)

This position will serve as a primary staff support to the Sheriff, will serve as Sheriff's liaison to other entities & the general public, review all correspondence and requests for information directed to the executive to ensure an appropriate response, review and file sensitive and confidential information, coordinate and manage appointments and events, may monitor and supervise personnel.

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	5/30/14 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO	
2.	Esther A. Cortez Lopez HUMAN RESOURCES DIRECTOR	06.16.14 Date	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO	
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/12/2014 Date	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO	
4.	COMMISSIONERS' COURT APPROVAL	Date				

00-045HIDALGO COUNTY

HIDALGO COUNTY

EXECUTIVE ASSISTANT I

GENERAL DESCRIPTION

Performs advanced (senior-level) professional assistance work for an executive; Work involves coordinating or overseeing high-level administrative operations of the County or department. May assign and/or supervise the work of others; Works under limited supervision with considerable latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Develops administrative procedures, standards, and methods

Prepares technical aspects of manuals and publications

Oversees the review and evaluation of work content for the purpose of developing effective administrative practices and formulating policies that may contribute to the improvement of public services provided by the County

Coordinates work with other governmental agencies and private organizations

Advises the County's executive on administrative matters within the County

Provides technical administrative assistance to the County executive

Assists in planning, preparing, or overseeing the preparation of reports

May assist the executive with general human resource management actions

May assist in budget preparation

May assign and/or supervise the work of others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

One (1) year related experience

Graduation from an accredited four-year college or university with major course work in business administration or a related field

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

Knowledge, Skills, and Abilities

Knowledge of accepted business practices and procedures involved in providing services and of applicable rules, regulations, and policies, as well as related legislative and legal practices and procedures

Ability to communicate effectively, and to handle high level administrative issues, to assign and/or supervise the work of others

Ability to analyze and solve work related problems

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

COUNTY OF HIDALGO

Human Resources Department

RECEIVED
JUN 04 2014
HUMAN RESOURCES

JOB AUDIT FORM

(i) This Job Audit Form is used to gather information about the duties, responsibilities, and qualifications needed for jobs performed by all County Employees. The information provided in this form is the basis for the job audit to determine that the classification of titles and pay grades reflect the position responsibilities accordingly. It is recommended that this form be completed by both the supervisor and the employee collaboratively and is essential for the success of this process.

(ii) In responding to the questions, it is important to be as accurate and thorough as possible when addressing the position.

(iii) This questionnaire is being used for a wide variety of positions with the County of Hidalgo and some questions will be more applicable to certain types of jobs. If you feel a question is not relevant to the position responsibilities, enter NOT APPLICABLE.

Supervisors wanting to Audit a New Position or Existing Position:

- ☑ If this request is for a reclassification requesting a title and grade change, complete all sections of this form and submit to the Human Resources Department to obtain required approvals.
- ☐ If this is a request for a reclassification for a position not currently part of the Inventory list, complete all sections of this form and submit to the Human Resources Department assigning new title, job reclassification and new pay grade if applicable.

Employee Name: Rosa Salazar ***Department:*** Sheriff's Office

Current Job Title/Grade: Administrative Assistant II ***Proposed Job Title/Grade:*** Executive Assistant I

Immediate Supervisor: J.E. "Eddie" Guerra, Sheriff ***Date:*** May 27, 2014

1. *Basic Functions and Scope of Job:* *Please provide a brief summary of the main purpose of this job and the primary function of the position. State briefly the scope of the job duties performed.*

This position deals directly with the Sheriff, takes care of all incoming calls, prepares memos, coordinates appointments for Sheriff, and also handles the distribution of paper work from office within.

2. *Work Performed*: *Describe in detail the duties performed. State specifically what is done, and explain why and how.*

Current Duties:	*Proposed Duties:*
answer calls by phone, coordinate appointments between other local departments and Sheriff and at times for Command Staff, dessiminate incoming /outgoing faxes, etc., handle all incoming mail.	handles the general public who wish to meet with Sheriff, coordinates Sheriff's agenda, draft press releases to media, help out with the implementation of old and new

☐ ***Attach an additional list of duties on a separate page if needed***

3. *Work Contacts*: *The extent to which the position requires the ability to gain cooperation, persuade and influence other people. Indicate the level, frequency, difficulty and importance of work contacts.*

Contacts	*Frequency*	*Purpose of Contact*	*Means of Contact*
Elected Officials	frequent	coordinate meetings	in person/by phone
Department Heads	frequent	coordinat meetings	in person by phone
Other outside Sources	frequent	wishing to meet with sheriff	by phone
Vendors /Organizations	n/a	N/A	n/a
Peers in other depts.	frequent	questions, wishing meet with sheriff	in person /by phone
General Public	frequent	questions, wishing to meet w/ sherif	in person /by phone

Other (specify) _____

4. Decision-Making: *Indicate level of capacity allowed under County policies, procedures and practices. Provide example of typical problems you must resolve and describe the judgment that is required.*

very minor

5. Supervisory responsibility: *Extent to which position controls, directs, or is accountable for work of others.*

Supervision Capacity:	*Name and titles of employees supervised:*	*Type of Supervision (Close, General, Direct)*
Recommend for hiring		
Final hiring decision		
Determine training needs		
Plan and assign work		
Reclassification/pay increase		
Evaluate performance/conduct		
Handle grievances/complaints		
Initiate disciplinary actions		
Recommend termination		
Final termination decision		
Other (Please explain)		

6. Physical Effort: *Amount of physical effort required to perform the job.*

✓ Operates no tools, machines or equipment. ✓ No significant lifting required.	Position while working. % of total time
Identify tools, equipment, machinery and materials handled. Indicate approximate percentage of available work time: % Tools 0% Equipment 100% Machinery 0% Materials Weight 0% **Work Conditions:** The degree of exposure to work conditions such as dirt, heat, fumes, etc. **Surroundings** / **% of time**: Dirt 0%; Heat 0%; Fumes 0%; Smoke 0%; Water 0% **Surroundings** / **% of time**: Noise 5%; Vibration 0%; Grease/oil 0%; Dust/shavings 0%; Office environment 100%	Frequency in position Walking 21% Standing 8% Lifting 1% Climbing 0% Pulling 0% Pushing 0% Cramped or confined spaces 0% Sitting 70% Other
Comments:	

7. Education/ Training and Experience Required:

Minimum academic, commercial, and technical qualifications required for performing the full duties of job.	*Minimum previous experience regarded as essential for a person with the specified educational background sufficient to perform this type of job.*
Academic ✓ High School Diploma/GED ✓ Two year college (Associate's Degree) 1 year South Texas College _ Trade or Technical School (Certificate or diploma) _ Four year college (Bachelor's Degree) _ Graduate (Master's Degree) _ Certification _ Any specific/previous training or skills that can increase competency	**Years of Experience** (0-1, 1-3, 3-5, 5-more) Field of Experience 5+ This type of job 5+ Related experience 5+ On-the-job training 5+ Please describe the type and level of experience

8. Approvals

Employee Certification Section

I certify that the information contained in this job description document is correct and complete.

Employee Signature: Brisam Salazar **Date:** May 27, 2014

Supervisor's Comment Section

If you have asked an employee in the position to complete this document, it is important that you, the supervisor, review the Job Audit Form since you may have a different perspective of this position. For example, an employee may tend to overstate responsibilities. Do not change the employee's description, but provide your comments with reference to the appropriate section in the employee's description. (Attach an additional sheet, if needed)

I agree with the employee's description:

☑ As written

☐ As modified on the attached sheet

☐ Advised employee of modifications regarding job description Employee's Initials _____

Supervisor's Signature: _____ Date: 5-30-14

Supervisor's Name and Title (please print)	Telephone #:	Email Address
Mario Lopez, Chief Deputy	(956)393-6007	Zuyey.gamino@yahoo.com

HIDALGO COUNTY
Personnel Adjustment Request Form

BUDGET & MANAGEMENT-BD
JUN 18 2014

RECEIVED
JUN - 4 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: **SHERIFF'S OFFICE /280** DATE: **5/30/2014**

CURRENT POSITION TITLE: **QUALITY ASSURANCE INSPECTOR** CURRENT SLOT #: **001-415**

REQUESTED POSITION TITLE:

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other **DELETE POSITION**

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

POSITION SALARY REQUEST:

Salary Amount:

$ 55,000.00	$ 0.00	$ (55,000.00)
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 [X] Will Require Additional Funds

[ ] Other

POSITION Type:

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

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

TEMPORARY POSITIONS: N/A

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

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

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

DELETING VACANT POSITION. POSITION WILL NOT BE FILLED.

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	5-30-14 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
2.	HUMAN RESOURCES DIRECTOR	06.16.14 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	06/27/2014 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
4.	COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUN - 4 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: **SHERIFF'S OFFICE /280** DATE: **6/3/2014**

CURRENT POSITION TITLE: CURRENT SLOT #: **001-418**

REQUESTED POSITION TITLE: **COMMUNICATIONS SUPERVISOR**

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	$ 35,391.00	$ 35,391.00
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 QUALITY ASSURANCE INSPECTOR SLOT #001-415 BEING DELETED

POSITION Type:

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

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

TEMPORARY POSITIONS: N/A

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

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

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

This position is being created to assist in the Supervisory rotation and enhance our traning efforts.

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.	[signature] DEPARTMENT HEAD	6/4/13 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[x]	YES	[ ]	NO
2.	Esther A. Cortez/spr HUMAN RESOURCES DIRECTOR	06-16-14 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
3.	[signature] DEPARTMENT OF BUDGET & MANAGEMENT	12/12/2014 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
4.	COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY SHERIFF'S OFFICE

COMMUNICATIONS SUPERVISOR

GENERAL DESCRIPTION

Performs complex (journey-level) managerial work. Work involves supervising all communications staff to ensure efficient and effective handling of all incoming emergency and administrative calls by telephone or two-way radio from the public, County department, or other departmental or law enforcement personnel. Will obtain and share needed information via teletype equipment or computer. Works under limited supervision, with extensive latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Oversees and supervises the daily operations of communication officer (usually four) in the performance of their duties

Prepares shift schedules and coordinates time and attendance to meet the department's staffing needs

Supervises, monitors and directs the activities of 9-1-1 call-takers, dispatchers, trainers and training program/processes

Reviews shift activities at the end of the shift with relieving Supervisor to ensure accurate exchange of information

Evaluates employee performance and prepares performance appraisals as requested

May conduct citizen and internal complaint investigations (e.g. accept, review, prepare recommendations, attend disciplinary review boards, present findings, attend Law Enforcement Merit System Council meetings, etc.)

Assists in preparation and administration of plans in conjunction with legislative action, administrative procedure and joint action groups to provide frameworks for accomplishments of missions

Demonstrates continuous effort to improve operations, decrease turnaround times and streamline work processes

Prepares strategic plans for the department's goals and submits for upper management approval.

Attends meetings with other end users and agencies; conducts meetings as needed

In the absence of a Communications Officer, performs all the duties assigned to a Communications Officer

Responsible for insuring all law enforcement records created during the shift are properly documented and accounted for

I

Insures all calls received during the shift receive appropriate attention

Performs other related work as assigned

GENERAL QUALIFICATION GUIDELINES

EDUCATION and/or EXPERIENCE

Minimum of five (5) years of experience in communications, dispatching, and/or related work

Graduation from an accredited two (2) year college with an Associate's degree in related field

Special Law Enforcement telecommunications training

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

Bilingual (Spanish and English) with ability to converse fluently in both languages

CERTIFICATES, LICENSES, REGISTRATIONS

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

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

Certificate as a Telecommunications Operator from the Texas Commission on Law Enforcement Officers Standard and Education (TCLEOSE) required

Knowledge, Skills, and Abilities

Knowledge of radio transmission procedures and of Federal Communications Commission rules and regulations governing operation of radio and teletype transmitting and receiving

Ability to communicate effectively both orally and in writing and speak clearly and concisely

Ability to speak effectively with citizens and employees of organizations

Ability to use radio and electronic data communications equipment

Ability to multitask in a stressful situation

Ability to keep accurate records

Ability to operate, or demonstrated ability to learn to operate, a computer

Ability to read and write in the English language

Ability to speak in English and Spanish

Ability to read and interpret documents such as safety rules, operating and maintenance instructions and procedure manuals

Ability to write reports and correspondence

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists

Priorities for this position are constantly changing, employee must be able to adapt to urgent and stressful environments

Ability to train and supervise others

Must be able to work holidays, weekends, irregular hours and shift work with possible extension of shift hours, at times with short notice

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

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an

employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Wednesday, February 04, 2015 Agenda Item: AI 48347

Summary of request/proposal:
Sheriff's Office (1100):
Approval to reclassify, delete & create position(s) as follows:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Information Technology Manager reclassify to Information System Administrator	0016	113	56,162.00	61,022.00	4,860.00
1100	Human Resources Specialist II reclassify to Human Resources Supervisor	0243	113	34,135.00	40,135.00	6,000.00
1100	Administrative Assistant II reclassify to Executive Assist. I	0272	113	32,029.00	37,029.00	5,000.00
1100	Quality Assurance Inspector	0415	113	55,000.00	0.00	(55,000.00)
1100	Communications Supervisor	0418	113	0.00	35,391.00	35,391.00
TOTAL				177,326.00	173,577.00	(3,749.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-421-00-280-001-0-	113	SHERIFF'S OFFICE-	REGULAR FULL TIME	($3,404.26)
5-1100-421-00-280-001-0-	211	SHERIFF'S OFFICE-	HEALTH INSURANCE	$0.00
5-1100-421-00-280-001-0-	212	SHERIFF'S OFFICE-	LIFE INSURANCE	$0.00
5-1100-421-00-280-001-0-	220	SHERIFF'S OFFICE-	FICA	($295.16)
5-1100-421-00-280-001-0-	230	SHERIFF'S OFFICE-	RETIREMENT	($410.13)
5-1100-421-00-280-001-0-	250	SHERIFF'S OFFICE-	UNEMPLOYMENT COMP	($23.15)
5-1100-421-00-280-001-0-	260	SHERIFF'S OFFICE-	WORKER'S COMP	($120.38)
			2015 Budgetary Impact	($4,253.08)

2016 Budgetary Impact: ($4,683.78)

Possible Funding Sources: COST SAVINGS- NO BUDGETARY IMPACT

Comments:

Hidalgo Co. Budget Office
2/3/2005

AI -48279 **Human Resources** **9. E.**

CC - REGULAR

Meeting Date: 02/04/2015

Submitted For: Esther Cortez, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

WIC ADM (1292):
1. Approval of the following personnel action(s), effective next full pay period of 02/09/2015:

Action	Slot No.	Position Title	Current/Proposed Budgeted Salary
Delete	0047	LVN II	<$41,280.00>
Delete	0063	Clerk IV	<$32,879.00>
Delete	0077	Clerk IV	<$30,342.00>
Delete	0118	Clinic Aide II	<$22,303.00>
Delete	0203	Clerk I	<$21,008.00>
Create	0251	Coordinator V	$60,000.00
Create	0252	Coordinator V	$60,000.00
Create	0253	Grants Accounting Supervisor	$60,000.00

2. Approval to revise the salary schedule in accordance with Commissioners Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1292-441-00-350-001-5-XXX

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

BUDGETARY IMPACT:

DIFFERENCE IN TOTAL SALARIES AND FRINGE BENEFITS WILL BE PAID FROM LAPSED FUNDS AND APPROPRIATION OF FUNDS FROM AMENDED GRANT CONTRACT (REF: AI- 47956)

Attachments

PAR FORMS & JOB DESCRIPTIONS
revised fiscal note

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/28/2015 01:05 PM
Rosalinda Cantu	Rosie Cantu	01/30/2015 02:46 PM
Purchasing Department	Monica Badillo	01/30/2015 05:20 PM

Form Started By: Diana Munoz Started On: 01/27/2015 03:59 PM

Final Approval Date: 01/30/2015

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JAN 23 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: 350/WIC

DATE: 2-3-15

CURRENT POSITION TITLE: LVN II

CURRENT SLOT. #: 047

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Deletion

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

POSITION SALARY REQUEST:

Salary Amount: $ 41,280.00 (Current Budgeted Salary) $ 0 (Proposed Budgeted Salary) $ 0 (41,280.00) (Net Change) PC

Position to be funded from one of the following:

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

☒ Other FY 2015

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

Vacant position

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

sdfsdfsdf

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Norma L Longoria DEPARTMENT HEAD	1/28/15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	sdfgsdfg HUMAN RESOURCES DIRECTOR	1/27/2015 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	01/29/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JAN 23 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: 350/WIC

DATE: 2-3-15

CURRENT POSITION TITLE: CLERK IV

CURRENT SLOT. #: 063

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Deletion

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

POSITION SALARY REQUEST: *32,879.00 Ann.

Salary Amount: $ ~~32,829.00~~ (Current Budgeted Salary) $ 0 (Proposed Budgeted Salary) $ ~~0~~ (32,879.00) (Net Change) Rc

Position to be funded from one of the following:

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

☒ Other FY 2015

POSITION Type:

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

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

$ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

Vacant position

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

sdfsdfsdf

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Norma L Longoria DEPARTMENT HEAD	11/22/15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	sdfgsdfg HUMAN RESOURCES DIRECTOR	1/29/2015 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	01/29/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JAN 23 2015
HUMAN RESOURCES
WS

DEPARTMENT NAME/NUMBER: 350/WIC

DATE: 2-3-15

CURRENT POSITION TITLE: CLERK IV

CURRENT SLOT. #: 077

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Deletion

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

POSITION SALARY REQUEST:

Salary Amount: $ 30,342.00 (Current Budgeted Salary) $ 0 (Proposed Budgeted Salary) $ ~~0~~ (30,342.00) PC (Net Change)

Position to be funded from one of the following:

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

☒ Other FY 2015

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

Vacant position

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

sdfsdfsdf

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Norma L Lozano DEPARTMENT HEAD	1/22/15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	sdfgsdfg HUMAN RESOURCES DIRECTOR	1/29/2015 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	01/29/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JAN 23 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: 350/WIC

DATE: 2-3-15

CURRENT POSITION TITLE: CLINIC AIDE II

CURRENT SLOT. #: 118

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Deletion

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

POSITION SALARY REQUEST:

Salary Amount: $ 22,303.00 (Current Budgeted Salary) $ 0 (Proposed Budgeted Salary) $ 0 (22,303.00) (Net Change) PC

Position to be funded from one of the following:

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

☒ Other FY 2015

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

Vacant position

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

sdfsdfsdf

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Norma L Longoria DEPARTMENT HEAD	1-22-15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	sdfgsdfg HUMAN RESOURCES DIRECTOR	1/29/2015 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	01/29/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JAN 23 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: 350/WIC

DATE: 2-3-15

CURRENT POSITION TITLE: CLERK I

CURRENT SLOT. #: 203

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Deletion

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

POSITION SALARY REQUEST:

Salary Amount: $ ~~19,121.00~~ $21,008.00 RC (Current Budgeted Salary) $ 0 (Proposed Budgeted Salary) $ 0 ($21,008.00) RC (Net Change)

Position to be funded from one of the following:

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

☒ Other FY 2015

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

Vacant position

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

sdfsdfsdf

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Norma L Longoria DEPARTMENT HEAD	1/22/15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	sdfgsdfg HUMAN RESOURCES DIRECTOR	1/27/2015 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	 DEPARTMENT OF BUDGET & MANAGEMENT	01/29/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JAN 23 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: 350/WIC

DATE: 2-3-15

CURRENT POSITION TITLE:

CURRENT SLOT. #: 251 & 252

REQUESTED POSITION TITLE:
(For new positions or reclassifications) COORDINATOR V

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 0 (Current Budgeted Salary) $ 60,000.00 (Proposed Budgeted Salary) $ ~~0~~ 60,000 X 2 = 120,000.00 (Net Change)

PC

Position to be funded from one of the following:

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

☒ Other FY 2015

POSITION Type:

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

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

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

TEMPORARY POSITIONS:

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

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

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

Coordinator to oversee new programs that have been initiated.

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

sdfsdfsdf See attached

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

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

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	DATE 1/22/15	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	sdfgsdfg HUMAN RESOURCES DIRECTOR	DATE 1/27/2015	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 01/29/2015	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JAN 23 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: 350/WIC

DATE: 2-3-15

CURRENT POSITION TITLE:

CURRENT SLOT. #: 253

REQUESTED POSITION TITLE:
(For new positions or reclassifications) Grants ~~Accountant~~ Accounting Supervisor

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 0 (Current Budgeted Salary) $ 60,000.00 (Proposed Budgeted Salary) $ ~~0~~ 60,000.00 (Net Change) PC

Position to be funded from one of the following:

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

☒ Other FY 2015

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ _____

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

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

TEMPORARY POSITIONS:

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

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

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

Accountant supervisor will be supervising entry level accounting personnel

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

sdfsdfsdf see attached

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

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

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	1/22/15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	sdfgsdfg HUMAN RESOURCES DIRECTOR	1/27/2015 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	01/29/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY WIC PROGRAM

COORDINATOR V

GENERAL DESCRIPTION

Performs advance (senior-level) coordinating work by providing oversight of designated county program/department. Responsible for the supervision of the department's activities, staff training, and coordinating other duties as requested by upper management. Makes decisions on employee selections and management, team decisions, client complaints and program policies interpretation.

EXAMPLES OF WORK PERFORMED

Interviews, selects, and counsels employees for programs and/or department

Assesses employee job performance and participates in the evaluations process

Provides department assistance as needed

Coordinates area activities, staff training, public education and/or outreach activities for quality assurance

May perform high risk counseling depending on department assigned

May oversee customer satisfaction through the performance of patient flow analysis, surveys, and direct observation

May provide program information to health care providers and/or other community organizations depending on department assigned

Assists with the development and implementation of policies and procedures that guide and support program services

Assists with the monitoring of a performance based budget

Promotes program and/or department services throughout Hidalgo County

Act as a department liaison to community and professional groups to coordinate, improve, and stimulate interest in the assigned program or activities

Performs all other related duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Minimum five (5) years of experience in department coordination, business management, or a related field related to the specific program or department with four (4) years of supervisory experience required

Graduation from an accredited four (4) year college or university with a Bachelor's degree in public administration, management, or a field relevant to the assignment is required

Master's degree

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

Bilingual (Spanish and English) with the ability to converse fluently in both languages

Certificates, Licenses & Registrations

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

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

Position may require certifications and/or licenses depending on department assigned

Knowledge, Skills, and Abilities

Knowledge of local, state, and federal laws related to the program area; of public administration and management techniques; of statistical analysis processes; and of program planning and implementation

Ability to gather, assemble, correlate, and analyze facts; to devise solutions to problems; to prepare reports; to develop and evaluate policies and procedures; to communicate effectively and to supervise the work of others.

Good verbal and written communication and presentation skills

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY WIC PROGRAM

GRANTS ACCOUNTING SUPERVISOR

GENERAL DESCRIPTION

Performs complex (journey-level) grant management activities; Under general direction, plans, directs and manages activities related to the development, negotiation, monitoring, implementation, auditing and evaluation of grants, grant contracts, and program practices for a department or division.

EXAMPLES OF WORK PERFORMED

Researches and identifies sources of external funds and assists in the development of orcreates proposals to secure funds for new grant opportunities and grant renewal opportunities

Interprets and/or develops policies, rules, or regulations; provides guidance to staff and the community regarding grant administration, policies, and procedures; and resolves related issues and concerns

Sets and implements goals based on the County strategic plan goal to increase the revenue resources for the County

Coordinates pursuit of grants with County Departments

Develops work plans and time lines to ensure submission of federal grant applications and program reports in a timely manner

Assures compliance with conditions of grants by monitoring and analyzing agreements, contracts, expenses, and activities, as well as federal and state regulations

Obtains and analyzes project costs and prepares budget justifications and budget revisions for federal grants

Initiates and coordinates cross-functional workgroups composed of internal and external stakeholders to develop program objectives, work plans, and budgets

Serves as a liaison between the agency, the State, and grant funding sources by attending meetings, responding to information requests, and resolving issues between parties involved

Maintains files and records and prepares reports related to grant activities

Prepares letters of intent and grant applications

Ensures full utilization of grant funds

Initiates budget developments and revisions to ensure efficiency and effectiveness of grant services

Coordinates grant closeout activities by ensuring reports are submitted to grantors; ensuring all grant funds are fully utilized; liquidating all unused budgeted funds; confirming that all grant funded equipment is accounted for

Devise performance measures and processes/systems to manage data and measure performance

Ensure compliance of grants and contracts with the terms and conditions and all applicable, state, and federal requirements, including researching and obtaining technical assistance related to grant requirements

Responsible for the full range of supervisory activities including selection, training, evaluation, counseling, and recommendation for dismissal

May train others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Four (4) years of experience managing, reviewing, monitoring and/or negotiating grants, contracts or other similar documents

Graduation from an accredited four (4) year college or university with major course work in public administration, business, or a related field; CPA

Experience and education may be substituted for one another

Knowledge, Skills, and Abilities

Knowledge of laws and regulations pertaining to grants and contract administration and of research and budgeting processes

Skill in grant and report writing and budget development

Ability to interpret guidelines, policies, procedures, and regulations; to evaluate fiscal data for reasonableness, necessity, and conformity with grant requirements; and to train others

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

safety regulations



HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Wednesday, February 04, 2015 Agenda Item: 48279

Summary of request/proposal:
WIC ADMIN (1292):
APPROVAL TO CREATE/DELETE THE FOLLOWING FULL-TIME POSITIONS, EFFECTIVE NEXT FULL PAY PERIOD OF 2/9/2015:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1292	LVN II	0047	113	41,280.00	0.00	(41,280.00)
1292	Clerk IV	0063	113	32,879.00	0.00	(32,879.00)
1292	Clerk IV	0077	113	30,342.00	0.00	(30,342.00)
1292	Clinic Aide II	0118	113	22,303.00	0.00	(22,303.00)
1292	Clerk I	0203	113	21,008.00	0.00	(21,008.00)
1292	Coordinator V	0251	113	0.00	60,000.00	60,000.00
1292	Coordinator V	0252	113	0.00	60,000.00	60,000.00
1292	Grants Accounting Supervisor	0253	113	0.00	60,000.00	60,000.00
				147,812.00	180,000.00	32,188.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1292-441-00-350-001-5-	113	WIC ADMIN-	REGULAR FULL TIME	$28,858.21
5-1292-441-00-350-001-5-	211	WIC ADMIN-	HEALTH INSURANCE	($10,629.52)
5-1292-441-00-350-001-5-	212	WIC ADMIN-	LIFE INSURANCE	($67.35)
5-1292-441-00-350-001-5-	220	WIC ADMIN-	FICA	$2,207.65
5-1292-441-00-350-001-5-	230	WIC ADMIN-	RETIREMENT	$3,067.63
5-1292-441-00-350-001-5-	250	WIC ADMIN-	UNEMPLOYMENT COMP	$173.15
5-1292-441-00-350-001-5-	260	WIC ADMIN-	WORKER'S COMP	$271.27
			2015 Budgetary Impact	$23,881.04

2016 Budgetary Impact: $26,636.54

Possible Funding Sources: FROM LAPSED FUNDS IN WIC ADMIN 350-002 & FROM APPROPRIATION OF FUNDS (REF: AI 47956 CC 02/04/15)

Comments:

AI -48276 **Sheriff's Office** **10. A.**

CC - REGULAR

Meeting Date: 02/04/2015

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Authorization and approval to accept a six (6) month no cost extension for the COPS Hiring Program (CHP) Grant.

BACKGROUND

Grant Number: 2010ULWX0024
Original Grant expiration date: August 31, 2013 (AI# 23462 10/19/10)
Extended termination date: February 27,2015 (AI# 39621 7/23/13) New termination date: August 27, 2015

Extension was requested due to lapse of service on several positions.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 5-1284-421-00-280-022-3-XXX

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

BUDGETARY IMPACT:

No budgetary impact. Grant period extension only.

Attachments

COPS 13 Extension

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	01/27/2015 04:21 PM
Budget & Management	Veronica Ortiz	01/28/2015 01:03 PM
Rosalinda Cantu	Rosie Cantu	01/30/2015 09:13 AM
Sylvia Solis	Sylvia Solis	01/30/2015 11:31 AM
Purchasing Department	Monica Badillo	01/30/2015 05:20 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 01/27/2015 03:36 PM

Final Approval Date: 01/30/2015



GRANT MANAGEMENT

Extension complete

User Guide

DETAILS

Grant Number	Program Type	Intital Award Date	Last Modified Date	Grant End Date	Status
2010ULWX0024	CHP	9/1/2010	12/18/2014	8/27/2015	✓

GRANT DETAILS

Award Amount:	$2,099,084.00
Remaining Balance:	$0.00
As Of Date:	01/27/2015
Officers awarded:	13

Category:

New Hires	13	Rehires-Previously Laid Off	0
Rehires-Scheduled for Layoffs	0	Uncategorized	0

Active Problem Type:

BUDGET SUMMARY

Budget Category	Category Total
A. Sworn Officer Positions:	$1,548,690.00
Sworn Officer Fringe Benefits:	$550,394.00
Total Project Amount:	$2,099,084.00
Total Federal Share Amount: (Total Projected Amount X Federal Share Percentage Allowance)	$2,099,084.00
Total Local Share Amount: (Total Projected Amount - Federal Share Amount)	$0.00

ACTION

Modify | Extend | Withdraw | Continue Mod | Cancel Mod | Sign Award | Documents

AI -48306 **Sheriff's Office** **10. B.**

CC - REGULAR

Meeting Date: 02/04/2015

Submitted For: Gabriel Castaneda, SHERIFF DEPT.

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Approval of MOU agreement between HealthWebCE.com LLC and the Hidalgo County Sheriff's Office.
2. Approval of authorization for County Judge, as authorized official, to sign agreement.

BACKGROUND

HealthWebCE.com will provide EMS and Advance EMS Training to HCSO tactical team officers.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Agreement

legal

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas (Originator)	Emilia Uriegas	01/29/2015 08:55 AM
Budget & Management	Debbie Tamez	01/30/2015 10:47 AM
Sylvia Solis	Sylvia Solis	01/30/2015 02:05 PM
Purchasing Department	Monica Badillo	01/30/2015 05:20 PM
Form Started By: Emilia Uriegas		Started On: 01/29/2015 08:32 AM
Final Approval Date: 01/30/2015		

HealthWebCE International
EMS Educational Program
Po Box 532021
Harlingen, Texas 78553

EMS Educational Program

Business Agreement / Memorandum of Understanding

This business agreement is between HealthWebCE.com LLC and Hidalgo County Sheriff's Department (Sub-contractor). It is understood that HealthWebCE as a Tx DSHS approved EMS educational program is responsible in assuring that all courses follow DSHS EMS rules and regulations as stated in Texas Administration Code 157.32. It is understood that sub-contractor is responsible for course administration and management.

Responsibilities of HealthWebCE

1. HealthWebCE will provide coordination/Instruction for all courses as per DSHS rules and regulations.
2. HealthWebCE will conduct the course academy style in a period of 3 weeks that will include didactic, skills, clinical and practicum internships.
3. HealthWebCE will compensate instructors for teaching hours at an hourly rate negotiated by HealthWebCE and the instructor(s) as needed.
4. HealthWebCE will submit all course notification forms to DSHS.
5. HealthWebCE will conduct announced and un-announced course site visits.
6. HealthWebCE will be allowed to review all student files for compliance.
7. HealthWebCE will review and approve all administrative forms of the course.
8. HealthWebCE will collect a student roster on 1st day of course.
9. HealthWebCE will not allow any schedule changes unless proper notification is made to HealthWebCE in a timely manner.
10. HealthWebCE will require each student to have or obtain medical health insurance on or before 1st ambulance ride-along.
11. HealthWebCE will require each student to have a current TB and Hep B immunizations.
12. HealthWebCE will provide multimedia equipment such as projectors, laptop, screens etc. as needed.
13. HealthWebCE will not be responsible for any accidents or injuries that occur at EMS /Hosp/ classroom facilities.
14. HealthWebCE will require sub-contractor to provide a copy of the facility leasing agreement and or letter from organization allowing HealthWebCE to conduct courses at their facility.
15. HealthWebCE will require a 10:1 instructor to student ratio for skills sessions.
16. HealthWebCE will not compensate any clerical or lab assistants not employed with HealthWebCE.
17. HealthWebCE will require each student to sign a release of liability for each clinical practicum site.
18. HealthWebCE will require a minimum of 15 students per class.
19. HealthWebCE will require subcontractor prior notification to HealthWebCE of course location changes as mandated by DSHS.
20. HealthWebCE will provide coordinator visits both scheduled and unscheduled.
21. HealthWebCE will not allow substitution of students for any reason.

HealthWebCE International
EMS Educational Program
Po Box 532021
Harlingen, Texas 78553

22. HealthWebCE refund policy states that there is no refund after the 1st day of class whether they attended or not and students are still responsible for tuition even if the student drops the course for any reason.
23. HealthWebCE has its own professional liability and general liability in place and is sufficient enough to conduct business with HCSO. No additional insurance requirements are necessary.
24. HealthWebCE will offer following
    - 5-HCSO candidates at no charge
    - Cost for additional candidates is $1,500 each + textbook/ins
    - All candidates receive AHA CPR certification
    - All candidates receive course completion certificate
    - All candidates will be eligible to sit for NREMT exam (nremt exam fees extra)
    - Course only for law enforcement candidates
    - Course open to other law enforcement agencies
    - Course approved by HealthWebCE medical director
    - EMT Instructor course training for instructor candidates
    - Continuing Education for HCSO officers for recertification
    - Lesson plan development and/or approval for approved continuing education credit.
25. HealthWebCE will include Tactical Medic curriculum of SWAT concurrently with EMT course
    a. Tactical Medic in conjunction with HCSO SWAT training
    b. Advanced life support medical procedures training approved and evaluated by HealthWebCE medical director.
26. HealthWebCE will be applying for COAEMSP accreditation and will request a consortium agreement signed between HealthWebCE and HCSO.

Responsibilities of Sub-contractor:

1. Sub-contractor understands that HealthWebCE is approved by Texas Department of State Health Services and is approved to conduct courses being offered.
2. Sub-contractor understands that HealthWebCE will be utilizing a pool of HealthWebCE instructor and/or coordinators to conduct all courses.
3. Sub-contractor will not charge rent for facility use to HealthWebCE.
4. Sub-contractor will provide adequate classroom facilities based on DSHS educational criteria.
5. Sub-contractor will not charge HealthWebCE for utilities such as water and electricity.
6. Sub-contractor will maintain classroom and facilities in adequate conditions.
7. Sub-contractor will not substitute use of facilities and utilities for other charges.
8. Sub-contractor will not charge additional tuition and/or added fees to students for any reasons unless pre-authorized by HealthWebCE and agreed upon.
9. Sub-contractor understands that they will not collect tuition monies from students.

HealthWebCE International
EMS Educational Program
Po Box 532021
Harlingen, Texas 78553

10. Sub-contractor will provide adequate facilities as mandated by Tx DSHS. Facilities shall have adequate heating and cooling, tables and chairs as well as adequate parking.
11. Sub-contractor is not allowed to cancel a course after the course has initiated even if the course is in a financial negative.
12. Sub-contractor understands that courses may at times lose money and that it is not the responsibility of HealthWebCE to re-reimburse any losses to Sub-contractor.
13. Sub-contractor understands that they may not terminate this agreement once course has initiated for any reasons. Sub-contractor agrees that each course will require a new MOU.
14. Sub-contractor will provide adequate space to store training equipment.
15. Sub-contractor will not use training equipment for real patient care on any emergency or non-emergency calls.
16. Sub-contractor understands that employees taking the course may not be on-duty during class hours and may not leave the class to go on calls.
17. Sub-contractor understands that DSHS representative may visit the classroom for inspection or site visit at any time.
18. Sub-contractor understands that each candidate must make an effort to complete each course and it does not guarantee success on NREMT examination. HealthWebCE will make every effort to prepare each student for success; however it is the student's responsibility to participate as required on their part.
19. Sub-contractor understands that during class hours HealthWebCE instructors may not be utilized for duties that do not pertain to the course or their instructional duties of the course.
20. Sub-contractor understands that if the instructor is also an employee of the sub-contractor they are not allowed to leave the classroom to go on duty calls.
21. Sub-contractor understands that HealthWebCE instructors will follow HealthWebCE policies and procedures as a HealthWebCE employee and at times will wear HealthWebCE uniforms during class.
22. Sub-contractor understands that they may not advertise courses as their own EMS school or academy. All advertisement needs HealthWebCE approval prior to releasing to public.
23. Sub-contractor understands that HealthWebCE is not responsible for accidents that occur on sub-contractors facilities.
24. Sub-contractor understands that HealthWebCE is not responsible for missing non-teaching equipment left unattended at facilities.
25. Sub-contractor understands that if they financially sponsor a student they are responsible for tuition even if the student drops, is unsuccessful or is dropped from the course for any reason.
26. Sub-contractor understands that if a student drops they may not substitute with a different student.
27. Sub-contractor understands that no financial credit for dropped students will be given for any reason.
28. Sub-contractor understands that students will be charged for tuition, textbooks, uniforms and course supplies.
29. Sub-contractor understands that there is no course refund after the 1st day of the course for paying students whether they attended the 1st day or not.

HealthWebCE International
EMS Educational Program
Po Box 532021
Harlingen, Texas 78553

30. Sub-contractor understands that the course will be conducted academy style in a period of 3 weeks and will include didactic, skills, clinical and practicum internships. If additional time is needed due to unforeseen circumstances HealthWebCE will notify HCSO as needed.
31. Sub-contractor understands that students are required to attend every schedule class day. If a student fails to attend class it will be his/her responsibility to obtain information missed. Students cannot miss clinical/practicum shifts.
32. Sub-contractor understands that courses cannot be conducted until DSHS approval course number has been issue by Texas Department of State Health Services.
33. Sub-contractor understands that this MOU takes in effect upon course approval has been given by DSHS. Subcontractor understands that this MOU will only be honored after DSHS course approval has been given and HealthWebCE will not be in breech of agreement if courses are not approved.
34. Sub-contractor understands that HealthWebCE professional and general liability insurance is sufficient enough to conduct business with HCSO and is not required to have any additional insurance. Sub-contractor will not require HealthWebCE to purchase additional insurance during the period of this MOU agreement.
35. Sub-contractor understands that in return of waived tuition fees given to sub-contractor, sub-contractor will allow HealthWebCE to use its facilities at no additional cost and there will be NO differences to be paid from either parties.

HealthWebCE International
EMS Educational Program
Po Box 532021
Harlingen, Texas 78553

The Above business agreement is between HealthwebCE.com LLC and Hidalgo County Sheriff's Department (Sub-Contractor). This business agreement is considered a legal binding document any deviation from this agreement may lead to legal action. This business agreement can be amended upon mutual agreement of both parties.

HealthWebCE.com LLC

_____

Josue Alvarado NREMTLP/RN
CEO / Advanced Coordinator

_____ _____

Administrative Signature Print Name
Hidalgo County Sheriff's Department

Zimbra **sylvia.solis@co.hidalgo.tx.us**

FW: Medical training

From : Emilia Uriegas <emilia.uriegas@hidalgoso.org> Tue, Feb 03, 2015 04:27 PM
Subject : FW: Medical training
To : sylvia solis <sylvia.solis@co.hidalgo.tx.us>
Cc : 'Linda Fong' <linda.fong@auditor.co.hidalgo.tx.us>

AI #48306 (CC Agenda 02/04/15)

Emilia Uriegas
Budget Manager II
Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg, Texas 78542

Main: 956-383-8114
Direct: 956-393-6028
Fax: 956-393-6027
Email: emilia.uriegas@hidalgoso.org

-----Original Message-----
From: Gabriel Castaneda [mailto:gabriel.castaneda@hidalgoso.org]
Sent: Tuesday, February 03, 2015 4:22 PM
To: emilia.uriegas@hidalgoso.org
Subject: FW: Medical training

Here is what Legal sent as in regards to EMS Educational Program MOU.

G. Castañeda

-----Original Message-----
From: Josephine L. Ramirez
[mailto:josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Friday, January 16, 2015 1:17 PM
To: 'Gabriel Castaneda'
Cc: victor.garza@da.co.hidalgo.tx.us; 'Joel Rivera'; 'mario lopez'
Subject: RE: Medical training

Commander,

I have reviewed the attached Memorandum of Understanding and approve as to
form.

Thank you,

Josephine Ramirez Solis
Assistant Criminal District Attorney
Chief - Civil Division
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.
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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.
****

-----Original Message-----
From: Gabriel Castaneda [mailto:gabriel.castaneda@hidalgoso.org]
Sent: Thursday, January 15, 2015 6:22 PM
To: 'Josephine Ramirez'
Cc: victor.garza@da.co.hidalgo.tx.us; 'Joel Rivera'; 'mario lopez'
Subject: FW: Medical training

Ms. Josie,

Attached is the MOU submitted by the educational entity named within, we have decided to avoid any further delays, to have the training
hosted at a local STC Campus. Please review the attached agreement and let
me know if you have any concerns.

Sincerely,

G. Castañeda

-----Original Message-----

From: Joel Rivera [mailto:joel.rivera@hidalgoso.org]
Sent: Thursday, January 15, 2015 3:11 PM
To: Gabriel Castaneda
Subject: Medical training

Commander,
I have managed to get South Texas College to allow us the use of their classroom for training purposes. The vendor is requesting we sign an agreement for such training. Please find the attached. The training is slated for the 1st week of April.

Joel Rivera, MPA
Commander
Hidalgo County Sheriff's Office
711 E. El Cibolo Rd.
Edinburg, Texas
78540
Ofc: 956-383-8114
Cell: 956-393-6179

----- Forwarded Message -----
From: "Rosa Salazar" <rosa.salazar@hidalgoso.org>
To: "Joel Rivera" <joel.rivera@hidalgoso.org>
Sent: Thursday, January 15, 2015 3:08:43 PM

Rosa Salazar, Administrative Assistant
Hidalgo County Sheriff's Office
711 El Cibolo Rd.
Edinburg, Texas 78541
Office (956) 393-6002
Fax (956) 393-6179

AI -48331 **Health & Human Services Dept.** **11. A.**

CC - REGULAR

Meeting Date: 02/04/2015

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Requesting approval to process the following invoice as a claim after auditing procedures are completed by County Auditor.

Vendor	Invoice Date	Invoice #	Amount
Bert Odgen	01/28/2015	RVCP616578	$362.13
		Total	**$362.13**

2. Requesting permission to process check to vendor prior to receiving unit.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-441-00-340-001-0-430

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

BUDGETARY IMPACT:

Funds available as of 1/30/15.
Reference PO#719059

Attachments

Invoice

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/30/2015 10:49 AM
Purchasing Department	Monica Badillo	01/30/2015 05:20 PM
Form Started By: Mike Escaname		Started On: 01/30/2015 09:09 AM
Final Approval Date: 01/30/2015		

BERT OGDEN CHEVROLET, INC.

1400 E. EXPRESSWAY 83
MISSION, TEXAS 78572
PHONE (956) 581-1111
www.bertogden.com

Cadillac | CHEVROLET SERVICE | CHEVROLET PARTS | THE NEW H2. HUMMER LIKE NOTHING ELSE.

RECEIVED
JAN 28 2015
Hidalgo County Health & Human Services

Attn: Rigo Hinojosa

SERVICE DEPT. HOURS
MONDAY - FRIDAY
7:00 A.M. - 6:00 P.M.

PARTS DEPT. HOURS
MONDAY - FRIDAY
7:00 A.M. - 6:00 P.M.

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
219685	RUBY	124345 P027	01/28/15	RVCP616578

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
		0	WHITE/	

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
13/RECREATIONAL VEHICLE/TURTLETOP		

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
1Z91E1624DN427027		

P.T.E. NO.	P.O. NO.	R.O. DATE
		07/09/14

HIDALGO COUNTY HEALTH DEPT.
1304 S 25TH AVE
EDINBURG, TX 78542-7205

RESIDENCE PHONE	BUSINESS PHONE	COMMENTS
956-383-6221	956-821-7440	MO: 0

LABOR & PARTS

#					
1	17RVZMISC	MISC	HOURS: 4.00 TECH(S): 163		360.00

CUST STATES REPAIR AS PER ESTIMATE
R/R PLASTIC HANDLES

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 1	2	12043059	HEX SCRW	1.01	2.02
JOB # 1	1	12044537	NYLON INSERT	0.11	0.11
			JOB # 1 TOTAL PARTS		2.13
			JOB # 1 TOTAL LABOR & PARTS		362.13

TOTALS

PARTS DESIGNATED WITH AN ASTERISK * INDICATE LIMITED LIFETIME SERVICE GUARANTEE APPLIES FOR CUSTOMER PAY REPAIRS.

TOTAL LABOR....	360.00
TOTAL PARTS....	2.13
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	**362.13**

CUSTOMER SIGNATURE

INVOICE RECEIVED BY: Jeanette Palacios DATE 1/28/15
GOODS/SERVICES RECEIVED BY: Rigo Hinojosa DATE 7/9/14
5 -1100-441-00-340-001 -0-430
PYMT AMOUNT$ 362.13 PO# 719059
APPROVED BY: _____

I hereby authorize the repair work to be done along with the necessary material, and hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. In consideration of repair and/or service work on the motor vehicle described herein, performed or to be performed by Bert Ogden Chevrolet,Inc. (DEALER) and as security for the payment of charges for said work, CUSTOMER, whose signature appears hereon, either as Owner or Agent of Owner, hereby grants to DEALER a security interest in said vehicle (hereinafter called COLLATERAL). CUSTOMER agrees that DEALER'S acceptance of partial or delinquent payments or failure of DEALER to exercise any right or remedy shall not be a waiver of any obligation of CUSTOMER or rights of DEALER or constitute a waiver of any other similar default subsequently occurring. CUSTOMER shall be in default under this combined Security Agreement upon the happening of any of the following events or conditions:

1. Failure of CUSTOMER to pay DEALER'S charges in full at the time of possession of COLLATERAL is returned to CUSTOMER or, in the event CUSTOMER is approved for credit by DEALER, failure to pay DEALER'S charges in full within thirty (30) days from the date of DEALER'S invoice.
2. Any time DEALER believes that the prospect for payment of the obligation secured hereby is impaired.

In the event of default, DEALER shall have the right at DEALER'S option to repossess and sell, without Court Order, COLLATERAL at public or private sale, and DEALER may be the Purchaser at such sale for reasonable value, and CUSTOMER shall pay all reasonable attorney's fees and costs of repossession, storage and sale of COLLATERAL. In the event repossession occurs, CUSTOMER agrees to surrender Title Certificate to COLLATERAL and assign same to DEALER. CUSTOMER authorizes DEALER, in the event of default, to repossess COLLATERAL without demand, and for this purpose to enter upon any premises where the COLLATERAL is located. DEALER shall, in addition, have all the right and remedies provided by the Uniform Commercial Code.

CUSTOMER hereby acknowledges that this combined Security Agreement and Charge Account Agreement was completed before signature by CUSTOMER and a copy hereof was delivered to CUSTOMER at the time of signing.

NOTICE PURSUANT TO PROPERTY CODE, §70.001

I AM THE PERSON OR AGENT ACTING ON BEHALF OF THE PERSON, WHO IS OBLIGATED TO PAY FOR THE REPAIR OF THE MOTOR VEHICLE SUBJECT TO THE REPAIR AGREEMENT. I UNDERSTAND THAT THE VEHICLE IS SUBJECT TO REPOSSESSION IN ACCORDANCE WITH THE BUSINESS & COMMERCE CODE, §9.609, IF PAYMENT FOR THE REPAIR OF THE MOTOR VEHICLE BY A CHECK, MONEY ORDER, OR A CREDIT CARD TRANSACTION IS STOPPED, DISHONORED BECAUSE OF INSUFFICIENT FUNDS, NO FUNDS, OR BECAUSE THE MAKER OR DRAWER OF THE ORDER OR THE CREDIT CARD HOLDER HAS NO ACCOUNT OR THE ACCOUNT UPON WHICH IT IS DRAWN OR THE CREDIT CARD ACCOUNT HAS BEEN CLOSED.

THANK YOU FOR THIS OPPORTUNITY TO SERVE YOU. IT IS OUR AIM TO PERFORM ALL THE REPAIRS REQUESTED ON THIS REPAIR ORDER TO YOUR COMPLETE SATISFACTION. IF OUR SERVICE WAS SATISFACTORY TELL YOUR FRIENDS, IF NOT, PLEASE TELL US IMMEDIATELY.

SERVICE DEPT. HOURS:
7:00 A.M. TO 6:00 P.M.
Monday thru Friday

PARTS DEPT. HOURS
7:00 A.M. TO 6:00 P.M.
Monday thru Friday

REORDER: CALL THE EPHESIANS GROUP 956-793-4440 BOC / CINVLZ

CUSTOMER COPY

[END OF INVOICE] 10:08am

ESTIMATE OF REPAIRS

BERT OGDEN

RIO GRANDE VALLEY RECREATIONAL VEHICLE CENTER, INC.
1404 East Expressway 83
Mission, Texas 78572
(956) 581-1111 • Fax (956) 580-4906

NAME Hidalgo County Health Dept. DATE

ADDRESS 1304 S. 25th Ave. Edinburg, TX 78542 PHONE 956-383-6821

INSURED BY ADJUSTER PHONE

BELOW IS OUR ESTIMATE TO REPAIR YOUR VEHICLE YEAR 13 MAKE COLOR

MODEL	LICENSE NO	VEHICLE I.D. NO.	MILEAGE
Tuthtop		1Z91E1624DN427027	0

PART NUMBER	PARTS NECESSARY AND ESTIMATE OF LABOR REQUIRED	PAINT ESTIMATE		LABOR ESTIMATE		PARTS ESTIMATE	
	R/R Plastic Handles			360	00		
	Shop Supplies	2	13				
	SUBTOTAL	2	13	360	00		
	WRECKER SERVICE						
	TAX		18				
	TOTAL ESTIMATE	362	31				

The above is an estimate based on our inspection and does not cover any additional parts or labor which may be required after the work has been opened up. Occasionally, after the work has started, damaged or broken parts are discovered which are not evident on the first inspection.

SIGNED

BY

AUTHORIZATION FOR REPAIRS

YOU ARE HEREBY AUTHORIZED TO MAKE THE ABOVE SPECIFIED REPAIRS.

SIGNED DATE

To Reorder: The Ephesians Group 956-793-4440
Form # BORVEREPAIR

Purchase Order
COUNTY OF HIDALGO

PO# 719059

DATE: 01/08/15

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 291277 REQ: 00269013

PHONE:

EMAIL:

SHIP TO: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

BERT OGDEN RGV RV CENTER, INC.
1400 E. EXPRESSWAY 83
MISSION TX 78572

RECEIVED
JAN 09 2015
Hidalgo County Health & Human Services

CONTACT:

SITE: HEALTH

CONTRACT NO:

SPECIAL INSTRUCTIONS:

VENDOR NOTES

1. Do not add to, or alter this Purchase Order. This Order is not renewable.
2. TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate.
3. This Order is also placed F.O.B. Destination. Vendor must repay all shipping costs.
4. Invoice each Purchase Order singly. Original invoices are required customer copy may be accepted. Out number must appear on all invoices, bills of lading, and packages.
5. Payment will be made only for bona fide and full completed orders, unless otherwise attached.

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		Morgue Unit 2, year 2013, LP 900-6696, VIN 5UZBE1825BD017528		
1.00	EACH	OM Replace Plastic Handles	360.00	360.00
1.00	EACH	OM Shop Supplies	2.13	2.13
		TOTAL:		362.13
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		********** For Hidalgo County use only		
		5-1100-441-00-340-001-0-430 362.13		

Authorized by: Martha L Salazar

AI -48143 **Community Service Agency** **12. A.**

CC - REGULAR

Meeting Date: 02/04/2015

Submitted For: Maribel Navarro, COMMUNITY SERVICE AGENCY

Submitted By: Maribel Navarro, COMMUNITY SERVICE AGENCY

Department: COMMUNITY SERVICE AGENCY

Information

CAPTION

1. Requesting approval for the PY 2015 CSBG [Community Service Block Grant] Contract
2. Requesting approval for the PY 2015 CEAP [Comprehensive Energy Assistance Program]
3. Requesting electronic authorization for submittals of financial and programmatic reporting requirements between CHCSA and funding sources.

BACKGROUND

A. PY 2015 CSBG first quarter draw down is $397,190 it provides for the administration and operational support for all grants.
B. PY 2015 CEAP estimated allocation is $3,978,257.00 it provides a 6.25% for administrative expenses based on the overall expended service dollars, all other funds are direct services dollars for energy assistance.
C. Requesting authorization to accept and submit electronic financial and/or programmatic reports/data as required per contract of obligations between CSA and funding sources.

Fiscal Impact

Attachments

CSBG PY2015
CEAP PY2015
Legal Review

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/15/2015 04:16 PM
Purchasing Department	Monica Badillo	01/30/2015 05:20 PM
Form Started By: Maribel Navarro		Started On: 01/15/2015 03:32 PM
Final Approval Date: 01/30/2015		

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER **61150002185** FOR THE
FY 2015 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")
CFDA#93.569

SECTION 1. PARTIES TO THE CONTRACT

This Community Services Block Grant Program Contract Number **61150002185** ("Contract") is made by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas, ("Department") and **Hidalgo County, Texas-County of Hidalgo Community Service Agency** a political subdivision of the State of Texas ("Subrecipient") hereinafter the "Parties".

SECTION 2. CONTRACT TERM

This Contract shall commence on **January 04, 2015**, and, unless earlier terminated, shall end on **December 31, 2015** ("Contract Term").

SECTION 3. SUBRECIPIENT PERFORMANCE AND SERVICE AREA

Pursuant to Chapter 106 of the Community Services Block Grant Act (42 U.S.C. §9901 et seq.) (herein the "CSBG Act"), as amended by the "Community Services Block Grant Amendments of 1994" (P.L. 103-252) and the Coats Human Services Reauthorization Act of 1998 (P.L. 105-285); Chapter 2306 of the Texas Government Code (herein the "State Act"); the implementing State regulations under Title 10, Part 1, Chapter 1 and Chapter 5, Subchapters A and B of the Texas Administrative Code, as amended or supplemented from time to time (herein the "CSBG State Rules or 10 TAC"); and the Department's guidance related to CSBG; Subrecipient shall operate on an equitable basis throughout Subrecipient's service area and shall utilize funds for the reduction of poverty, the revitalization of communities, and the empowerment of low-income families and individuals to become fully self-sufficient. Subrecipient shall provide services and activities of the type specified in 42 U.S.C. §§ 9901, 9907 excluding (c), and 9908. Subrecipient agrees to perform all activities in accordance with the annual Community Action Plan (as defined in Section 35 of this Contract); the terms of the performance statement and budget submitted with the annual Community Action Plan approved by the Department as said performance statement and budget may be amended from time to time; the certifications attached hereto as Addendums A, B, C, and D; all such addendums and exhibits incorporated herein for all relevant purposes; the assurances, certifications, and all other statements made by Subrecipient in its application for funding under this Contract; and with all other terms, provisions, and requirements herein set forth. Subrecipient's service area consists of the following counties:

HIDALGO

SECTION 4. DEPARTMENT OBLIGATIONS

A. In consideration of Subrecipient's satisfactory performance of this Contract, Department shall reimburse the actual allowable costs incurred by Subrecipient during the Contract Term , and pre-award administrative expenses from January 1, 2015 in an amount up to **$397,190.00** in accordance with the budget as approved by the Department and the terms of this Contract.

B. Any decision to obligate additional funds or deobligate funds shall be made in writing by Department in its sole discretion based upon the status of funding under grants to Department and Subrecipient's overall compliance with the terms of this Contract.

C. Department's obligations under this Contract are contingent upon the actual receipt of adequate CSBG funds from the U.S. Department of Health and Human Services (hereinafter "HHS") and the State of Texas. If sufficient funds are not available to make payments under this Contract, Department shall notify Subrecipient in writing within a reasonable time after such fact is determined. Department shall then terminate this Contract and will not be liable for the failure to make any payment to Subrecipient under this Contract. Department acknowledges that it has received obligations from those sources which, if paid, will be sufficient to pay the allowable costs incurred by Subrecipient under this Contract.

D. Department shall not be liable to Subrecipient for certain costs, including but not limited to costs which:

1. have been reimbursed to Subrecipient or are subject to reimbursement to Subrecipient by any source other than Department;
2. are not allowable costs, as set forth in the CSBG Act;
3. are not strictly in accordance with the terms of this Contract, including the addendums and exhibits;
4. have not been reported to Department within forty-five (45) days following termination of this Contract; or
5. are not incurred during the Contract Term or are not pre-award administrative expenses from January 1, 2015.

E. Subrecipient shall refund to Department any sum of money which has been paid to Subrecipient by Department, which Department determines has resulted in an overpayment, or which Department determines has not been spent strictly in accordance with the terms of this Contract. Subrecipient shall make such refund within fifteen (15) days after the Department's request.

F. Department shall not release any funds under this Contract until Department has determined in writing that Subrecipient's fiscal control and fund accounting procedures are adequate to assure the proper disbursal of and accounting for such funds.

SECTION 5. METHOD OF PAYMENT/CASH BALANCES

A. Subrecipients may request an advance for up to thirty (30) days. As per the Uniform Grant Management Standards, 34 TAC Chapter 20, Subchapter I (herein "UGMS"), a cash advance must be limited to the minimum amount needed and be timed to be in accordance with the actual, immediate cash requirements of the Subrecipient in carrying out the purpose of this Contract.

B. In order to request an advance payment, Subrecipient must submit to Department a properly completed Expenditure Report that includes a request for advance funds (Projected Expenses) together with such supporting documentation as the Department may reasonably request.

C. Subrecipient shall establish procedures to minimize the time elapsing between the transfer of funds from Department to Subrecipient and the disbursal of such funds by Subrecipient.

D. Subsection 4(A) of this Contract notwithstanding, Department reserves the right to utilize a modified cost reimbursement method of payment, whereby reimbursement of costs incurred by a Subrecipient is made only after the Department has reviewed and approved backup documentation provided by the Subrecipient to support such costs for all funds, if at any time (1) Department determines that Subrecipient has maintained cash balances in excess of need, (2) Department identifies any deficiency in the cash controls or financial management system used by Subrecipient, or (3) Subrecipient fails to comply with the reporting requirements of Section 10 of this Contract.

E. All funds paid to Subrecipient pursuant to this Contract are for the payment of allowable expenditures to be used for the exclusive benefit of the low-income population of Subrecipient's service area.

F. Department may offset or withhold any amounts otherwise owed to Subrecipient under this Contract against any amount owed by Subrecipient to Department arising under this Contract.

SECTION 6. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. Except as expressly modified by law or the terms of this Contract, Subrecipient shall comply with the cost principles and uniform administrative requirements set forth in the UGMS as in existence on October 1, 2014. All references therein to "local government" shall be construed to mean Subrecipient.

B. Except as expressly modified by law or the terms of this Contract, Subrecipient shall comply with the uniform cost principles for local, state and Indian tribal governments set forth in OMB Circular A-87, as implemented by 2 C.F.R. Part 225 and uniform administrative requirements for governments set forth in OMB Circular A-102. OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," sets forth audit standards for governmental organizations and other organizations expending Federal funds. The expenditure threshold requiring an audit under circular A-133 is $500,000 of Federal funds or $500,000 of State funds.

C. Notwithstanding any other provision of this Contract, Department shall only be liable to Subrecipient for costs incurred or performances rendered for activities specified in the CSBG Act.

D. Subrecipient may incur costs for activities associated with the closeout of the CSBG contract for a period not to exceed forty five (45) days from the end of the Contract Term.

SECTION 7. TERMINATION AND SUSPENSION

A. As per 10 TAC 5.206, Department may terminate or suspend this Contract, in whole or in part, at any time Department determines that there is cause for termination. Cause for termination includes, but is not limited to, Subrecipient's failure to comply with any term of this Contract or reasonable belief that Subrecipient cannot or will not comply with the requirements of this Contract. If the Department determines that an Subrecipient has failed to comply with the terms of the Contract, or to provide services that meet appropriate standards, goals, or other requirements established by the Department, the Department will notify Subrecipient of the deficiencies to be corrected and require the deficiencies be corrected prior to implementing suspension.

B. Nothing in this Section shall be construed to limit Department's authority to withhold payment and immediately suspend this Contract if Department identifies possible instances of fraud, abuse, waste, fiscal mismanagement, or other deficiencies in Subrecipient's performance including but not limited to, Subrecipient's failure to correct any monitoring findings on this or any state contract or on a single audit review. Suspension shall be a temporary measure pending either corrective action by Subrecipient or a decision by Department to terminate this Contract.

C. Department shall not be liable for any costs incurred by Subrecipient after termination or during suspension of this Contract.

D. Notwithstanding any exercise by Department of its right of termination or suspension, Subrecipient shall not be relieved of any liability to Department for damages by virtue of any breach of this Contract by Subrecipient.

SECTION 8. PROHIBITED USE OF FUNDS

Subrecipient may not use funds under this Contract for the purchase or improvement of land or the purchase, construction, or permanent improvement of any building or other facility. This provision may be waived in the Department's sole discretion as outlined in 42 USC §9918(a)(2).

SECTION 9. RECORD KEEPING REQUIREMENTS

A. Subrecipient shall maintain fiscal and programmatic records and supporting documentation for all expenditures made under this Contract in accordance with the UGMS and Section III, Common Rule: State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart C -Post Award Requirements, _.42. For purposes of compliance, all associated documentation must be readily available, whether stored electronically or hard copy to justify compliance with program rules and regulations.

B. Open Records. Subrecipient acknowledges that all information collected, assembled, or maintained by Subrecipient pertaining to this Contract is subject to the Texas Public Information Act, Chapter 552 of Texas Government Code and must provide citizens, public agencies, and other interested parties with reasonable access to all records pertaining to this Contract subject to and in accordance with the Texas Public Information Act.

C. Subrecipient shall give the HHS, the U.S. General Accounting Office, the Texas Comptroller, the State Auditor's Office, and Department, or any of their duly authorized representatives, access to and the right to examine and copy, on or off the premises of Subrecipient, all records pertaining to this Contract. Such right to access shall continue as long as the records are retained by Subrecipient. Subrecipient agrees to maintain such records in an accessible location for the greater of: (i) four (4) years; (ii) if notified by the Department in writing, the date that the final audit is accepted with all audit issues resolved to the Department's satisfaction; (iii) if any litigation claim, negotiation, inspection, or other action has started before the expiration of the required retention period records must be retained until completion of the action and resolution of all issues which arise under it; (iv) a date consistent with any other period required by federal or state law or regulation. Subrecipient agrees to cooperate with any examination conducted pursuant to this Subsection. Upon termination of this Contract, all records are property of the Department.

D. Subrecipient shall include the substance of this Section 9 in all subcontracts.

SECTION 10. REPORTING REQUIREMENTS

A. Subrecipient shall submit to Department such reports on the performance of this Contract as may be required by Department including, but not limited to, the reports specified in this Section.

B. Subrecipient shall electronically submit a Performance Report and Expenditure Report to the Department on or before the fifteenth (15th) day of each month following the reported month in the Contract Term, regardless of whether Subrecipient makes a fund request. Subrecipient must file a monthly Performance and Expenditure report in a timely manner, prior to accessing funds. The failure of Subrecipient to provide a full accounting of all funds expended under this Contract shall result in the automatic suspension of the ability of Subrecipient to request reimbursements and shall be identified as a finding in any monitoring review in accordance with the State CSBG Rules.

C. Subrecipient shall submit a final Performance Report and a final Expenditure Report to the Department after the end of the Contract Term. Subrecipient must file a final Performance and Expenditure report within forty-five (45) days after the end of the Contract and prior to accessing funds in the subsequent fiscal year. The failure of Subrecipient to provide a full accounting of all funds expended under this Contract shall impact the ability of Subrecipient to request reimbursements and shall be identified as findings in monitoring reviews.

D. Subrecipient shall annually submit to Department, no later than forty-five (45) days after the termination of this Contract, a cumulative inventory of all equipment acquired, in whole or in part, with funds received under this or previous CSBG contracts. Upon the termination of this Contract, Department may transfer title to any equipment to the Department or to any other entity receiving CSBG funds from the Department.

E. If Subrecipient fails to submit within forty-five (45) days of its due date, any report or response required by this Contract, including responses to monitoring reports, Department may, in its sole discretion, suspend payments, place Subrecipient on cost reimbursement method of payment, and initiate proceedings to terminate the Contract. If Subrecipient receives CSBG funds from Department over two or more contract terms, termination proceedings may be initiated on this Contract for Subrecipient's failure to submit a report, including an audit report, past due from a prior contract.

F. Subrecipient shall provide the Department with a Data Universal Numbering System (DUNS) number and a Central Contractor Registration (CCR) System number. The DUNS number must be provided in a document from Dun and Bradstreet and the current CCR number must be submitted from a document retrieved from the https://www.sam.gov website. These documents must be provided to the Department prior to the processing first payment to Subrecipient. Subrecipient shall maintain a current DUNS number and CCR number for the entire Contract Term.

SECTION 11. CHANGES AND AMENDMENTS

A. Any change, addition, or deletion to the terms of this Contract required by a change in state or federal law or regulation is automatically incorporated herein and is effective on the date designated by such law or regulations.

B. Except as specifically provided otherwise in this Contract, any changes, additions, or deletions to the terms of this Contract shall be in writing and executed by both Parties to this Contract. If any Party returns an executed copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission, to be its original signature.

C. The Department must receive any Contract amendment requests in writing no later than forty-five (45) days prior to the end of the Contract Term. The Department may consider, in its sole discretion, written contract amendment received within forty-five (45) days of the end of the Contract Term.

SECTION 12. PROGRAM INCOME

Subrecipient shall account for and expend program income derived from activities financed in whole or in part with funds provided under this Contract in accordance with the UGMS, Common Rule, §_.25 and OMB Circular A-102, Attachment, 2e.

SECTION 13. TECHNICAL ASSISTANCE AND MONITORING

Department may issue technical guidance to explain the rules and provide directions on terms of this Contract. Department or its designee may conduct periodic on-site monitoring and evaluation of the efficiency, economy, and efficacy of Subrecipient's performance of this Contract. Department will advise Subrecipient in writing of any deficiencies noted during such monitoring. Department will provide technical assistance to Subrecipient and will require or suggest changes in Subrecipient's program implementation or in Subrecipient's accounting, personnel, procurement, and management procedures in order to correct any deficiencies noted. Department may conduct follow-up visits to review and assess the efforts Subrecipient has made to correct previously noted deficiencies. Department may place Subrecipient on a cost reimbursement method of payment, suspend or terminate this Contract, or invoke other remedies in the event monitoring or other reliable sources reveal material deficiencies in Subrecipient's performance or if Subrecipient fails to correct any deficiency within the time allowed by federal or state law or regulation or by the terms of this Contract.

SECTION 14. INDEPENDENT SUBRECIPIENT

It is agreed that Department is contracting with Subrecipient as an independent contractor.

SECTION 15. PROCUREMENT STANDARDS

A. Subrecipient shall comply with 45 C.F.R. §92.36, UGMS, this Contract, and all applicable federal, state, and local laws, regulations, and ordinances for making procurements under this Contract.

B. Subrecipient may not use funds provided under this Contract to purchase personal property, equipment, goods, or services with a unit acquisition cost (the net invoice unit price of an item of equipment) of more than $5,000 unless Subrecipient has received the prior written approval of Department for such purchase.

C. When the Subrecipient no longer needs equipment purchased with CSBG grant funds, regardless of purchase price, or upon the termination of this Contract, Department may take possession and transfer title to any such property or equipment to the Department or to a third party or may seek reimbursement from Subrecipient of the current unit price of the item of equipment, in Department's sole determination. Subrecipient must request permission from the Department to transfer title or dispose of equipment purchased with CSBG grant funds.

SECTION 16. SUBCONTRACTS

A. Subrecipient may not subcontract the primary performance of this Contract, including but not limited to expenditure and performance reporting and drawing fund through the Community Affairs Contract System, and only may enter into contractual agreements for consulting and other professional services, if Subrecipient has received Department's prior written approval. Subrecipient may subcontract for the delivery of client assistance without obtaining Department's prior approval. Any subcontract for the delivery of client assistance will be subject to monitoring by the Department as per Section 13 of this Contract.

B. In no event shall any provision of this Section 16, specifically the requirement that Subrecipient obtain Department's prior written approval of a subcontractor, be construed as relieving Subrecipient of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this Contract, as if such performances rendered were rendered by Subrecipient. Department's approval under this Section does not constitute adoption, ratification, or acceptance of Subrecipient's or subcontractor's performance hereunder. Department maintains the right to monitor and require Subrecipient's full compliance with the terms of this Contract. Department's approval under this Section does not waive any right of action which may exist or which may subsequently accrue to Department under this Contract.

SECTION 17. AUDIT

A. Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Contract, subject to the following conditions and limitations:

1. Subrecipient shall have an audit conducted in accordance with 45 C.F.R. §92.26, OMB Circular A-133; and 31 U.S.C. 7501 for any of its fiscal years included within the Contract Term in which Subrecipient has expenses of more than $500,000 in state funds or $500,000 in federal financial assistance provided by a federal agency in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, but does not include direct federal cash assistance to individuals. The term federal financial assistance includes awards of financial assistance received directly from federal agencies, or indirectly through other units of State and local government.
2. At the option of Subrecipient, each audit required by this Section may cover Subrecipient's entire operations or each department, agency, or establishment of Subrecipient which received, expended, or otherwise administered federal funds.
3. Notwithstanding anything to the contrary herein, Subrecipient may utilize funds budgeted under this Contract to pay for that portion of the cost of such audit services properly allocable to the activities funded by Department under this Contract.
4. Subrecipient shall submit one (1) copy of such audit report and any associated management letter to the Department's Compliance Division within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subrecipient shall submit such audit report to the Federal Clearinghouse designated by OMB in accordance with OMB A-133. In conjunction with its Single Audit submission to the Department, the Subrecipient shall provide documentation reflecting its submission of the Audit to the Federal Clearinghouse. Subrecipients may email an electronic version of the Audit and Federal Clearinghouse documentation to the Compliance Division at: saandacf@tdhca.state.tx.us Subrecipient shall make audit report available for public inspection within thirty (30) days after receipt of the audit report(s). Audits performed under this Section are subject to review and resolution by Department or its authorized representative.

B. Notwithstanding anything herein to the contrary, Department reserves the right to conduct an annual financial and compliance audit of funds received and performances rendered under this Contract. Subrecipient agrees to permit Department, or its authorized representative, to audit Subrecipient's records and to obtain any documents, materials, or information necessary to facilitate such audit. Such financial and compliance audits may occur after the close of the Contract Term.

C. Subrecipient understands and agrees that it shall be liable to Department for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Subrecipient further understands and agrees that reimbursement to Department of such disallowed costs shall be paid by Subrecipient from funds which were not provided or otherwise made available to Subrecipient under this Contract.

D. Subrecipient shall facilitate the performance of such audit or audits conducted pursuant to this Section as Department may require of Subrecipient.

E. All approved CSBG audit reports shall be made available for public inspection within thirty (30) days after completion of the audit.

F. The Subrecipient shall include language in any subcontract that provides the Department the ability to directly review, monitor, and/or audit the operational and financial performance and/or records of work performed under this Contract.

G. Department reserves the right to conduct additional audits of the funds received and performances rendered under this Contract. Subrecipient agrees to permit Department or its authorized representative to audit Subrecipient's records and to obtain any documents, materials, or information necessary to facilitate such audit.

H. For any fiscal year ending within or immediately after the Contract Term, Subrecipient must submit an "Audit Certification Form" (available from the Department) within sixty (60) days after the Subrecipient's fiscal year end.

SECTION 18. TRAVEL

Subrecipient shall adhere to OMB Circular A-87 and either its board-approved travel policy, or the State of Texas travel policies. Subrecipient's written travel policy shall delineate the rates which Subrecipient shall use in computing the travel and per diem expenses of its board members and employees.

SECTION 19. LITIGATION AND CLAIMS

Subrecipient shall immediately provide Department with written notice of any claim or action filed with a court or administrative agency against Subrecipient arising out of the performance of this Contract or any subcontract hereunder. Subrecipient shall provide Department with copies of any and all relevant papers Subrecipient receives with respect to such action or claim.

SECTION 20. LEGAL AUTHORITY

A. Subrecipient assures and guarantees that it possesses the legal authority to enter into this Contract, to receive and manage the funds authorized by this Contract, and to perform the services Subrecipient has obligated itself to perform hereunder. The execution, delivery, and performance of this Contract will not violate Subrecipient's constitutive documents or any requirement to which Subrecipient is subject and represents the legal, valid, and binding agreement of Subrecipient, enforceable in accordance with its terms.

B. The person signing this Contract on behalf of Subrecipient hereby warrants that he/she has been duly authorized by Subrecipient's governing board to execute this Contract on behalf of Subrecipient and to validly and legally bind Subrecipient to the terms, provisions and performances herein.

C. Department shall have the right to terminate this Contract if there is a dispute as to the legal authority of either Subrecipient or the person signing this Contract on behalf of Subrecipient to enter into this Contract or to render performances hereunder. Subrecipient is liable to Department for any money it has received from Department for performance of the provisions of this Contract, if the Department has terminated this Contract for reasons enumerated in this Section 20.

SECTION 21. COMPLIANCE WITH LAWS

A. FEDERAL, STATE AND LOCAL LAW. Subrecipient shall comply with the CSBG Act, the federal rules and regulations promulgated under the CSBG Act, the State Act, the State CSBG Rules, the certifications attached hereto, and all federal, state, and local laws and regulations applicable to the performance of this Contract.

B. LIMITED ENGLISH PROFICIENCY (LEP). Subrecipients must provide program applications, forms, and educational materials in English, Spanish, and any appropriate language, based on the needs of the service area and in compliance with the requirements in Executive Order 13166 of August 11, 2000. To ensure compliance, the Subrecipient must take reasonable steps to insure that persons with Limited English Proficiency have meaningful access to the program. Meaningful access may entail provide language assistance services, including oral and written translation, where necessary.

SECTION 22. PREVENTION OF WASTE, FRAUD, AND ABUSE

A. Subrecipient shall establish, maintain, and utilize systems and procedures to prevent, detect, and correct waste, fraud, and abuse in activities funded under this Contract. The systems and procedures shall address possible waste, fraud, and abuse by Subrecipient, its employees, clients, vendors, subcontractors and administering agencies. Subrecipient's internal controls systems and all transactions and other significant events are to be clearly documented, and the documentation is to be readily available for monitoring by Department.

B. Subrecipient shall give Department complete access to all of its records, employees, and agents for the purpose of monitoring or investigating the CSBG program. Subrecipient shall immediately notify Department of any discovery of waste, fraud, or abuse. Subrecipient shall fully cooperate with Department's efforts to detect, investigate, and prevent waste, fraud, and abuse.

C. Subrecipient shall not discriminate against any employee or other person who reports a violation of the terms of this Contract, or of any law or regulation, to Department or to any appropriate law enforcement authority, if the report is made in good faith.

SECTION 23. CERTIFICATION REGARDING UNDOCUMENTED WORKERS

Pursuant to Chapter 2264 of the Texas Government Code, by execution of this Contract, Subrecipient hereby certifies that Subrecipient, or a branch, division, or department of Subrecipient does not and will not knowingly employ an undocumented worker, where "undocumented worker" means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States. If, after receiving a public subsidy, Subrecipient or a branch, division, or department of Subrecipient is convicted of a violation under 8 U.S.C. Section 1324a (f), Subrecipient shall repay the public subsidy with interest, at the rate of five percent (5%) per annum, not later than the 120th day after the date the Department notifies Subrecipient of the violation.

SECTION 24. CONFLICT OF INTEREST/NEPOTISM

A. Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.

B. No employee, officer, or agent of Subrecipient shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the Parties indicated herein, has a financial or other interest in the firm selected for an award.

C. The officers, employees, and agents of the Subrecipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subagreements. Subrecipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.

D. Subrecipients who are local governmental entities shall, in addition to the requirements of this Section, follow the requirements of Chapter 171 of the Local Government Code regarding conflicts of interest of officers of municipalities, counties, and certain other local governments.

E. Failure to maintain written standards of conduct and to follow and enforce the written standards is a condition of default under this Contract and may result in termination of the Contract or deobligation of funds.

SECTION 25. POLITICAL ACTIVITY PROHIBITED

A. None of the funds provided under this contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Subrecipient from furnishing to any member of its governing body upon request, or to any other local or state official or employee or to any citizen, information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.

B. No funds provided under this contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government of Subrecipient, the State of Texas, or the government of the United States.

SECTION 26. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

A. A person shall not be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of or in connection with any program or activity funded in whole or in part with funds made available under this Contract, on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief.

B. Subrecipient agrees to carry out an Equal Employment Opportunity Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

C. Subrecipient will include the substance of Section 26 in all subcontracts.

SECTION 27. CERTIFICATION REGARDING CERTAIN DISASTER RELIEF CONTRACTS

The Department may not award a Contract that includes proposed financial participation by a person who, during the five year period preceding the date of this Contract, has been convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or assessed a penalty in a federal, civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005.

By execution of this Contract, the Administrator hereby certifies that it is eligible to participate in this Program and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

SECTION 28. MAINTENANCE OF EFFORT

Funds provided to Subrecipient under this Contract may not be substituted for funds or resources from any other source or in any way serve to reduce the funds or resources which would have been available to or provided through Subrecipient had this Contract never been executed.

SECTION 29. DEBARRED AND SUSPENDED PARTIES

By signing this Contract, Subrecipient certifies that its principal employees, board members, agents, or contractors agents are not included in the Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA) as provided in the Certification Regarding Debarment, Suspension and Other Responsibility Matters attached hereto as Addendum D and incorporated herein for all relevant purposes. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in the certification attached as Addendum D, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. Subrecipient also certifies that it will not knowingly award any funds provided by this Contract to any person who is proposed for debarment under 48 CFR part 9, subpart 9.4 or that is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549. Subrecipient agrees that prior to entering into any agreement with a potential subcontractor that the verification process to comply with this requirement will be accomplished by checking the System for Award Management (SAM) at www.sam.gov and including a copy of the results in its project files. Subrecipient may decide the frequency by which it determines the eligibility of its subcontractors. Subrecipient may rely upon a certification of a prospective subcontractor that is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless Subrecipient knows that the certification is erroneous. Failure of Subrecipient to furnish the certification attached hereto as Addendum D or an explanation of why it cannot provide said certification shall disqualify Subrecipient from participation under this Contract. The certification or explanation will be considered in connection with the Department's determination whether to continue with this Contract. Subrecipient shall provide immediate written notice to Department if at any time Subrecipient learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Subrecipient further agrees by executing this Contract that it will include the certification provision titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusive-Subcontracts," as set out in Addendum D, without modification, and this language under this Section 29, in all its subcontracts.

SECTION 30. FAITH BASED AND SECTARIAN ACTIVITY

Funds provided under this Contract may not be used for sectarian or inherently religious activities such as worship, religious instruction or proselytization, and must be for the benefit of persons regardless of religious affiliation. Subrecipient shall comply with the regulations promulgated by the HHS at 45 C.F.R. §87.2.

SECTION 31. COPYRIGHT

Subrecipient may copyright materials developed in the performance of this Contract or with funds expended under this Contract. Department and HHS shall each have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the copyrighted work for government purposes.

SECTION 32. NO WAIVER

Any right or remedy given to Department by this Contract shall not preclude the existence of any other right or remedy, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other right or remedy. The failure of Department to exercise any right or remedy on any occasion shall not constitute a waiver of Department's right to exercise that or any other right or remedy at a later time.

SECTION 33. SEVERABILITY

If any section or provision of this Contract is held to be invalid or unenforceable by a court or an administrative tribunal of competent jurisdiction, the remainder shall remain valid and binding.

SECTION 34. ORAL AND WRITTEN AGREEMENTS

A. All oral and written agreements between the parties to this Contract relating to the subject matter of this Contract have been reduced to writing and are contained in this Contract.

B. The attachments enumerated and denominated below are a part of this Contract and constitute promised performances under this Contract:

1. Addendum A - Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements
2. Addendum B - Certification Regarding Drug-Free Workplace Requirements
3. Addendum C - Certification Regarding Environmental Tobacco Smoke
4. Addendum D - Certification Regarding Debarment, Suspension and Other Responsibility Matters

SECTION 35. COMMUNITY ACTION PLAN

A. As a condition of receipt of funding under the Act, Subrecipient shall submit to the Department a community action plan including National Performance Indicators ("NPI") for 2016 funding that includes:

1. a description of the service delivery system targeted to low-income individuals and families in the service area, including homeless individuals and families, migrants, and the elderly poor;
2. a description of how linkages will be developed to fill identified gaps in services through information, referral, case management, and follow-up consultations;
3. a description of how funding under this Act will be coordinated with other public and private resources; and,
4. a description of outcome measures to be used to monitor success in promoting self-sufficiency, family stability, and community revitalization.

B. To retain eligible entity status, Subrecipient will submit a community needs assessment to the Department on June 1, 2015.

C. Subrecipient must attain previously identified 2015 NPI targets within 20 percent variance by the end of the Contract Term. Subrecipient must request in writing any adjustment needed to a NPI target to the Department for review and approval no later than August 31, 2015.

SECTION 36. USE OF ALCOHOLIC BEVERAGES

Funds provided under this Contract may not be used for the payment of salaries to any Subrecipient's employees who use alcoholic beverages while on active duty, for travel expenses expended for alcoholic beverages, or for the purchase of alcoholic beverages.

SECTION 37. FORCE MAJURE

If the obligations are delayed by the following, an equitable adjustment will be made for delay or failure to perform hereunder:

A. Any of the following events: (i) catastrophic weather conditions or other extraordinary elements of nature or acts of God; (ii) acts of war (declared or undeclared), (iii) acts of terrorism, insurrection, riots, civil disorders, rebellion or sabotage; and (iv) quarantines, embargoes and other similar unusual actions of federal, provincial, local or foreign Governmental Authorities; and

B. The non-performing party is without fault in causing or failing to prevent the occurrence of such event, and such occurrence could not have been circumvented by reasonable precautions and could not have been prevented or circumvented through the use of commercially reasonable alternative sources, workaround plans or other means.

SECTION 38. TIME IS OF THE ESSENCE

Time is of the essence with respect to Subrecipient's compliance with all covenants, agreements, terms and conditions of this Contract.

SECTION 39. COUNTERPARTS AND FACSIMILE SIGNATURES

This Contract may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or other electronic transmission, and any such signature shall have the same legal effect as an original.

SECTION 40. NUMBER, GENDER

Unless the context requires otherwise, the words of the masculine gender shall include the feminine, and singular words shall include the plural.

SECTION 41. NOTICE

A. If a notice is provided concerning this Contract, notice may be given at the following (herein referred to as "Notice Address"):

As to Department:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
P. O. Box 13941
Austin, Texas 78711-3941
Attention: Michael De Young
Telephone: (512) 475-2125
Fax: (512) 475-3935
michael.deyoung@tdhca.state.tx.us

As to Subrecipient:

Hidalgo County, Texas-County of Hidalgo Community Service Agency
P. O. Box 204
Edinburg, TX 78540
Attention: Ramon Garcia, County Judge
Telephone: (956) 383-6250 Fax: (956) 380-4324

B. All notices or other communications hereunder shall be deemed given when delivered, mailed by overnight service, or five days after mailing by certified or registered mail, postage prepaid, return receipt requested, addressed to the appropriate Notice Address as defined in the above Subsection A of this Section 41.

SECTION 42. VENUE AND JURISDICTION

This Contract is delivered and intended to be performed in the State of Texas. For purposes of litigation pursuant to this Contract, venue shall lie in Travis County, Texas.

EXECUTED to be effective on **January 04, 2015**

SUBRECIPIENT:

Hidalgo County, Texas-County of Hidalgo Community Service Agency
a political subdivision of the State of Texas

By:
Title:
Date:

DEPARTMENT:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS,
a public and official agency of the State of Texas

By:
Title: Its duly authorized officer or representative
Date:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER **61150002185** FOR THE
FY 2015 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")
CFDA#93.569

ADDENDUM A

CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is material representation of fact on which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

STATEMENT FOR LOAN GUARANTEES AND LOAN INSURANCE

The undersigned states, to the best of its knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Hidalgo County, Texas-County of Hidalgo Community Service Agency
a political subdivision of the State of Texas

By:
Title:
Date:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER **61150002185** FOR THE
FY 2015 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")
CFDA#93.569

ADDENDUM B

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988: 45 CFR Part 76, Subpart, F. Sections 76.630(c) and (d)(2) and 76.645 (a)(1) and (b) provide that a Federal agency may designate a central receipt point for STATE-WIDE AND STATE AGENCY-WIDE certifications, and for notification of criminal drug convictions. For the Department of Health and Human Services, the central point is: Division of Grants Management and Oversight, Office of Management and Acquisition, Department of Health and Human Services, Room 517-D, 200 Independence Avenue, SW Washington, DC 20201.

The undersigned certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about-

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within 10 calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Place(s) of Performance [site(s) for the performance of work done in connection with the specific grant] (include street address, city, county, state, zip code):

1. _____
2. _____
3. _____
4. _____

Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios). If Subrecipient does not identify the workplaces at the time of application, or upon award, if there is no application, the Subrecipient must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the Subrecipient's drug-free workplace requirements.

This certification is a material representation of fact upon which reliance is placed when the Department awards the grant. If it is later determined that Subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, Department, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

SUBRECIPIENT:

Hidalgo County, Texas-County of Hidalgo Community Service Agency
a political subdivision of the State of Texas

By:
Title:
Date:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER **61150002185** FOR THE
FY 2015 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")
CFDA#93.569

ADDENDUM C

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

The undersigned certifies to the following:

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity by signing and submitting this Contract the Subrecipient certifies that it will comply with the requirements of the Act.

The applicant/grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all subgrantees shall certify accordingly.

Hidalgo County, Texas-County of Hidalgo Community Service Agency
a political subdivision of the State of Texas

By:
Title:
Date:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER **61150002185** FOR THE
FY 2015 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")
CFDA#93.569

ADDENDUM D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The undersigned certifies, to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal 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 governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the undersigned Subrecipient is unable to certify to any of the statements in this certification, such Subrecipient shall attach an explanation of why it cannot provide said certification to this Contract.

The undersigned Subrecipient further agrees and certifies that it will include the below clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Subcontracts/Lower Tier Covered Transaction," without modification, in all subgrants, subcontracts and in all solicitations for subgrants and subcontracts:

"CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - SUBCONTRACTS/ LOWER TIER COVERED TRANSACTIONS

(1) The prospective lower tier participant/subcontractor certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant/subcontractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

LOWER TIER PARTICIPANT/SUBCONTRACTOR:

_____
[Signature]
Printed Name: _____
Title: _____
Date: _____"

This certification is a material representation of fact upon which reliance is placed when the Department awards the grant. If it is later determined that Subrecipient knowingly rendered an erroneous certification, in addition to any other remedies available to the Federal Government, the Department may terminate this Contract for cause or default.

SUBRECIPIENT:

Hidalgo County, Texas-County of Hidalgo Community Service Agency
a political subdivision of the State of Texas

By:
Title:
Date:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER **58150002108** FOR THE
FY 2015 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

SECTION 1. PARTIES TO THE CONTRACT

This Comprehensive Energy Assistance Program Contract Number **58150002108** ("Contract") is made by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas ("Department"), and **Hidalgo County, Texas-County of Hidalgo Community Service Agency**, a political subdivision of the State of Texas ("Subrecipient"), hereinafter the "Parties".

SECTION 2. CONTRACT TERM

This Contract shall commence on **January 01, 2015**, and, unless earlier terminated, shall end on **December 31, 2015** ("Contract Term").

SECTION 3. SUBRECIPIENT PERFORMANCE

Subrecipient shall, in accordance with this Contract throughout its service area, operate a Comprehensive Energy Assistance Program, ("CEAP"), in accordance with the Economic Opportunity Act of 1964 (Public Law 88-452), the Low-Income Home Energy Assistance Act of 1981 as amended (42 U.S.C. Sec. 8621 et seq.) (Title XXVI of the Omnibus Budget Reconciliation Act of 1981, Public Law 97-35, as amended) ("LIHEAP Act"), Chapter 2306 of the Texas Government Code ("State Act"), the implementing State regulations under Title 10, Part 1, Chapter 1 and Chapter 5, Subchapters A and D of the Texas Administrative Code, as amended or supplemented from time to time ("State Rules"), the LIHEAP State Plan, any applicable Office of Management and Budget ("OMB") Circulars, Subrecipient's "Service Delivery Plan" in accordance with Section 5.408 of the State Rules, the Department's guidance related to CEAP, all applicable state and federal regulations and the terms of this Contract. Subrecipient shall assist "Households" as defined in Section 5.2 of the State Rules ("Households") that are "Low-Income" as defined in Section 5.2 of the State Rules ("Low-Income") with priority being given in no particular order to "Elderly Persons" as defined in Section 5.2 of the State Rules ("Elderly Persons"), "Persons with Disabilities" as defined in Section 5.2 of the State Rules ("Persons with Disabilities"), Households with a young child 5 years of age or under, Households with "High Energy Burden" as defined in Section 5.2 of the State Rules ("High Energy Burden") and Households with "High Energy Consumption" as defined in Section 5.2 of the State Rules ("High Energy Consumption"). Subrecipient shall further implement the CEAP in accordance with the Certifications attached hereto as Addendums A, B, C and D and incorporated herein for all relevant purposes; the Budget attached hereto as Exhibit A and incorporated herein for all relevant purposes, the Personal Responsibility and Work Opportunity Act of 1996 ("PRWORA") Requirements for the CEAP attached hereto as Exhibit B and incorporated herein for all relevant purposes; the assurances, certifications, and all other statements made by Subrecipient in its application funding under this Contract; and with all other terms, provisions, and requirements herein set forth.

SECTION 4. DEPARTMENT OBLIGATIONS

A. In consideration of Subrecipient's satisfactory performance of this Contract, Department shall reimburse Subrecipient for the actual allowable costs incurred by Subrecipient during the Contract Term for administrative expenditures and program services costs and direct services expenditures in accordance with Section 5.430 of the State Rules, , in the amount(s) specified in the Budget attached as Exhibit A to this Contract, incorporated herein for all relevant purposes.

B. Any decision to obligate additional funds or deobligate funds shall be made in writing by Department in its sole discretion based upon factors including, but not limited to, the status of funding under grants to Department, the rate of Subrecipient's utilization of funds under this or previous contracts, the existence of questioned or disallowed costs under this or other contracts between the Parties, and Subrecipient's overall compliance with the terms of this Contract.

C. Department's obligations under this Contract are contingent upon the actual receipt of 2015 funds from the U.S. Department of Health and Human Services. If sufficient funds are not available to make payments under this Contract, Department shall notify Subrecipient in writing within a reasonable time after such fact is determined. Department shall then terminate this Contract and will not be liable for the failure to make any payment to Subrecipient under this Contract. Department acknowledges that it has received obligations from those sources which, if paid, will be sufficient to pay the allowable costs incurred by Subrecipient under this Contract.

D. Department is not liable for any cost incurred by Subrecipient which:

1. is subject to reimbursement by a source other than Department;

2. is for performance of services or activities not authorized by the LIHEAP Act, or which is not in accordance with the terms of this Contract;

3. is not incurred during the Contract Term;

4. is not reported to Department on a monthly expenditure or performance report within forty five (45) days following the end of the Contract Term; or

5. is incurred for the purchase or permanent improvement of real property.

E. Subrecipient shall refund, within fifteen (15) days of the Department's request, any sum of money paid to Subrecipient which Department determines has resulted in an overpayment or has not been spent in accordance with the terms of this Contract.

F. Notwithstanding any other provision of this Contract, the total of all payments and other obligations incurred by Department under this Contract shall not exceed the sum of **$3,978,257.00.**

SECTION 5. METHOD OF PAYMENT/CASH BALANCES

A. Each month, Subrecipient may request an advance payment of CEAP funds under this Contract. As per the state Uniform Grant Management Standards, Subchapter I, Chapter 20, Part 1 of Title 34 of the Texas Administrative Code, in effect on October 1, 2014 ("UGMS"), Subrecipient's requests for advances shall be limited to the amount needed and be timed to be in accordance with actual immediate cash requirements of the Subrecipient in carrying out the purpose of this Contract.

B. Subrecipient shall establish procedures to minimize the time elapsing between the disbursement of funds from Department to Subrecipient and the expenditure of such funds by Subrecipient.

C. Subrecipient must request an advance payment by submitting a properly completed monthly expenditure report to the Department through the electronic reporting system no later than the fifteenth (15th) day of the month prior to the month for which advance payment is sought.

D. Subsection 4(A) notwithstanding, Department reserves the right to utilize a modified cost reimbursement method of payment, whereby reimbursement of costs incurred by a Subrecipient is made only after the Department has reviewed and approved backup documentation provided by the Subrecipient to support such costs for all funds if (1) Subrecipient maintains excessive cash balances or requests advance payments in excess of thirty (30) days need; (2) Department identifies any deficiency in the internal controls or financial management system used by Subrecipient; (3) Subrecipient violates any of the terms of this Contract; (4) Department's funding sources require the use of a cost reimbursement method of payment or (5) Subrecipient owes the Department funds.

E. Department may offset or withhold any amounts otherwise owed to Subrecipient under this Contract against any amount owed by Subrecipient to Department arising under this Contract.

F. All funds paid to Subrecipient under this Contract are paid in trust for the exclusive benefit of the eligible clients of the CEAP and for allowable administrative expenditures and program services costs incurred during the Contract Term in accordance with Section 5.430 of the State Rules.

SECTION 6. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. Except as expressly modified by law or the terms of this Contract, Subrecipient shall comply with the cost principles and uniform administrative requirements set forth in the UGMS in effect on October 1, 2014. All references therein to "local government" shall be construed to mean Subrecipient.

B. Uniform cost principles for political subdivisions are set forth in OMB Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments", as implemented by 2 C.F.R. Part 225 ("OMB Circular A-87"). Uniform administrative requirements for political subdivisions are set forth in OMB Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments ("OMB Circular A-102"). OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations" issued June 30, 1997 ("OMB Circular A-133"), sets forth audit standards for governmental organizations and other organizations expending Federal funds. The expenditure threshold requiring an audit under OMB Circular A-133 is $500,000.00.

C. Notwithstanding any other provision of this Contract, Department shall only be liable to Subrecipient for costs incurred or performances rendered for activities specified in the LIHEAP Act.

D. Subrecipient may incur costs for activities associated with the closeout of the CEAP Contract for a period not to exceed forty-five (45) days from the end of the Contract Term defined in Section 2 of this Contract.

SECTION 7. TERMINATION AND SUSPENSION

A. Pursuant to Section 5.17 of the State Rules, Department may terminate this Contract, in whole or in part, at any time Department determines that there is cause for termination. Cause for termination includes, but is not limited to, Subrecipient's failure to comply with any term of this Contract or reasonable belief that Subrecipient cannot or will not comply with the requirements of the Contract. If the Department determines that a Subrecipient has failed to comply with the terms of the Contract, or has failed to provide services that meet appropriate standards, goals, or other requirements established by the Department, Department will notify Subrecipient of the deficiencies to be corrected and require the deficiencies be corrected prior to implementing termination.

B. Subrecipient's failure to expend the funds provided under this Contract in a timely manner may result in either the termination of this Contract or Subrecipient's ineligibility to receive additional funding under CEAP, or a reduction in the original allocation of funds to Subrecipient.

C. Nothing in this Section shall be construed to limit Department's authority to withhold payment and immediately suspend this Contract if Department identifies possible instances of fraud, abuse, waste, fiscal mismanagement, or other deficiencies in Subrecipient's performance including but not limited to, Subrecipient's failure to correct any monitoring findings on this or any state contract or on a single audit review. Suspension shall be a temporary measure pending either corrective action by Subrecipient or a decision by Department to terminate this Contract.

D. Notwithstanding any exercise by Department of its right of termination or suspension, Subrecipient shall not be relieved of any liability to Department for damages by virtue of any breach of this Contract by Subrecipient. Department may withhold any payment due to Subrecipient until such time as the exact amount of damages due to Department is agreed upon or is otherwise determined in writing between the Parties.

E. Department shall not be liable for any costs incurred by Subrecipient after termination or during suspension of this Contract.

SECTION 8. ALLOWABLE EXPENDITURES

A. The allowability of Subrecipient's costs incurred in the performance of this Contract shall be determined in accordance with the provisions of Section 4 and the regulations set forth in the LIHEAP Act and the State Rules, subject to the limitations and exceptions set forth in this Section.

B. CEAP funds allow up to 6.25% of the award amount to be utilized for administrative costs. Administrative costs incurred by Subrecipient in performing this Contract are to be based on actual programmatic expenditures and shall be allowed up to the amount outlined in the Budget attached as Exhibit A to this Contract. Eligible administrative costs include costs related to staff performance of management, accounting and reporting activities in accordance with the LIHEAP State Plan.

C. Administrative and program services activities funds are earned through provision of direct services to clients in accordance with the State Rules. Subrecipient may choose to submit a final budget revision no later than forty-five (45) days prior to the end of the Contract Term to use its administrative and program services funds for direct service categories.

SECTION 9. RECORD KEEPING REQUIREMENTS

A. Subrecipient shall maintain fiscal and programmatic records and supporting documentation for all expenditures of funds made under this Contract in accordance with the Uniform Grant Management Standards, Chapter III, "State Uniform Administrative Requirements for Grants and Cooperative Agreements", Subpart C -Post Award Requirements, §_.42, Retention and access requirements for records.

B. Subrecipient acknowledges that all information collected, assembled, or maintained by Subrecipient pertaining to this Contract, except records made confidential by law, is subject to the Texas Public Information Act (Chapter 552 of Texas Government Code) and must provide citizens, public agencies, and other interested parties with reasonable access to all records pertaining to this Contract subject to and in accordance with the Texas Public Information Act.

C. Subrecipient shall give the U.S. Department of Health and Human Services, the U.S. General Accounting Office, the Texas Comptroller, the State Auditor's Office, and Department, or any of their duly authorized representatives, access to and the right to examine and copy, on or off the premises of Subrecipient, all records pertaining to this Contract. Such right to access shall continue as long as the records are retained by Subrecipient. Subrecipient agrees to maintain such records in an accessible location for the greater of: (i) four (4) years; (ii) if notified by the Department in writing, the date that the final audit is accepted with all audit issues resolved to the Department's satisfaction; (iii) if any litigation claim, negotiation, inspection, or other action has started before the expiration of the required retention period records must be retained until completion of the action and resolution of all issues which arise under it; (iv) a date consistent with any other period required by federal or state law or regulation. Subrecipient agrees to cooperate with any examination conducted pursuant to this Subsection. Upon termination of this Contract, all records are property of the Department.

D. Subrecipient shall maintain a client file system to document direct services rendered. Each client file shall contain the following:

1. Client application containing all Department requirements;
2. Documentation/verification of client income for the thirty (30) days preceding their application for all Household members eighteen (18) years and older, or Declaration of Income Statement (DIS) (if applicable). In order to use the DIS form, each subrecipient shall develop and implement a written policy and procedure on the use of the form.
3. Copy of client's utility bill(s);
4. Energy consumption history for previous twelve (12) months (all fuel types) (not applicable for Household Crisis);
5. Documentation of payment (Documentation of payment may be maintained in a separate file, but must be accessible to the Department.);
6. Documentation of benefits determination;
7. Notice of Denial Form (if applicable);
8. Right of appeal and procedures for denial or termination of services (if applicable);
9. Any documentation required by directives;
10. Priority rating form; and
11. Case notes sufficient to document that program service activity has occurred.

E. Subrecipient shall maintain complete client files at all times. Costs associated with incomplete files found at the time of program monitoring may be disallowed.

SECTION 10. REPORTING REQUIREMENTS

A. Subrecipient shall electronically submit to Department, no later than fifteen (15) days after the end of each month of the Contract Term, a Funding Report of all expenditures of funds and clients served under this Contract during the previous month. **These reports are due even if Subrecipient has no new activity to report during the month.**

B. Subrecipient shall submit to Department, no later than forty-five (45) days after the end of the Contract Term, an inventory of all vehicles, tools, and equipment with a unit acquisition cost of $5,000.00 and /or a useful life of more than one year, if purchased in whole or in part with funds received under this Contract or previous CEAP contracts. The inventory shall include the vehicles, tools, equipment, and appliances purchased with Energy Crisis funds on hand as of the last day of the Contract Term. Subrecipient acknowledges that all equipment and supplies purchased with funds from the CEAP are the property of CEAP and as such, stay with the subrecipient which provides CEAP services in the service area.

C. Subrecipient shall electronically submit to Department, no later than forty-five (45) days after the end of the Contract Term, a final report of all expenditures of funds and clients served under this Contract. Failure of Subrecipient to provide a full accounting of funds expended under this Contract may result in the termination of this Contract and ineligibility to receive additional funds. If Subrecipient fails to submit a final expenditure/performance report within forty-five (45) days of the end of the Contract Term, Department will use the last report submitted by Subrecipient as the final report.

D. If Subrecipient fails to submit, in a timely and satisfactory manner, any report or response required by this Contract, Department may withhold any or all payments otherwise due or requested by Subrecipient hereunder. Payments may be withheld until such time as the delinquent report or response is received by Department. If the delinquent report or response is not received within forty-five (45) days of its due date, Department may suspend or terminate this Contract. If Subrecipient receives funds from Department over two or more Contract Terms, funds may be withheld or this Contract suspended or terminated for Subrecipient's failure to submit a past due report or response (including an audit report) from a prior contract or Contract Term.

E. Subrecipient shall provide the Department with a Data Universal Numbering System (DUNS) number and a Central Contractor Registration (CCR) System number. The DUNS number must be provided in a document from Dun and Bradstreet and the current CCR number must be submitted from a document retrieved from the https://www.sam.gov website. These documents must be provided to the Department prior to the processing first payment to Subrecipient. Subrecipient shall maintain a current DUNS number and CCR number for the entire Contract Term.

SECTION 11. VENDOR AGREEMENTS

For each of Subrecipient's vendors, Subrecipient shall implement and maintain a vendor agreement that contains assurances relating to fair billing practices, delivery procedures, and pricing procedures for business transactions involving CEAP clients. All vendor agreements are subject to monitoring procedures performed by TDHCA. All vendor agreements must be renegotiated every two years.

SECTION 12. CHANGES AND AMENDMENTS

A. Any change, addition or deletion to the terms of this Contract required by a change in federal or state law or regulation is automatically incorporated herein and is effective on the date designated by such law or regulation.

B. Except as specifically provided otherwise in this Contract, any changes, additions, or deletions to the terms of this Contract shall be in writing and executed by both Parties to this Contract. If any Party returns an executed copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission, to be its original signature.

C. Written requests for Contract amendment must be received by the Department by no later than forty-five (45) days prior to the end of the Contract Term.

SECTION 13. PROGRAM INCOME

Subrecipient shall account for and expend program income derived from activities financed in whole or in part with funds provided under this Contract in accordance with the OMB Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments ("OMB Circular A-102"), Section 2 -Post-award Policies, Paragraph e, Program Income, of the Attachment and the Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Subpart C - Post-Award Requirements--Financial Administration, §_.25, Program Income.

SECTION 14. TECHNICAL ASSISTANCE AND MONITORING

Department may issue technical guidance to explain the rules and provide directions on terms of this Contract. Department or its designee may conduct on and off-site monitoring and evaluation of Subrecipient's compliance with the terms of this Contract. Department's monitoring may include a review of the efficiency, economy, and efficacy of Subrecipient's performance. Department will notify Subrecipient in writing of any deficiencies noted during such monitoring. Department may provide training and technical assistance to Subrecipient in correcting the deficiencies noted. Department may require corrective action to remedy deficiencies noted in Subrecipient's accounting, personnel, procurement, and management procedures and systems in order to comply with State or Federal requirements. Department may conduct follow-up visits to review the previously noted deficiencies and to assess the Subrecipient's efforts made to correct them. Repeated deficiencies may result in disallowed costs. Department may terminate or suspend this Contract or invoke other remedies Department determines to be appropriate in the event monitoring reveals material deficiencies in Subrecipient's performance, or Subrecipient fails to correct any deficiency within a reasonable period of time, as determined by the Department. Department or its designee may conduct an ongoing program evaluation throughout the Contract Term.

SECTION 15. INDEPENDENT SUBRECIPIENT

It is agreed that Department is contracting with Subrecipient as an independent contractor.

SECTION 16. PROCUREMENT STANDARDS

A. Subrecipient shall comply with 45 C.F.R. Part 92, OMB Circular A-102, 10 T.A.C. §§5.10 and 5.12, and all applicable federal, state, and local laws, regulations, and ordinances for making procurement transactions and purchases under this Contract.

B. Subrecipient may not use funds provided under this Contract to purchase personal property, equipment, goods, or services with a unit acquisition cost (the net invoice unit price of an item of equipment) of more than $5,000 unless Subrecipient has received the prior written approval of Department for such purchase.

SECTION 17. SUBCONTRACTS

A. Subrecipient may not subcontract the primary performance of this Contract, including but not limited to expenditure and performance reporting and drawing funds through the Community Affairs Contract System, and only may enter into properly procured contractual agreements for consulting and other professional services, if Subrecipient has received Department's prior written approval. Subrecipient may subcontract for the delivery of client assistance without obtaining Department's prior approval. Any subcontract for the delivery of client assistance will be subject to monitoring by the Department as per Section 14.

B. In no event shall any provision of this Section 17, specifically the requirement that Subrecipient obtain Department's prior written approval of a subcontractor, be construed as relieving Subrecipient of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this Contract, as if such performances rendered were rendered by Subrecipient. Department's approval under this Section 17 does not constitute adoption, ratification, or acceptance of Subrecipient's or subcontractor's performance hereunder. Department maintains the right to monitor and require Subrecipient's full compliance with the terms of this Contract. Department's approval under this Section 17 does not waive any right of action which may exist or which may subsequently accrue to Department under this Contract.

SECTION 18. AUDIT

A. Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Contract, subject to the following conditions and limitations:

1. Subrecipient expending $500,000.00 or more in total Federal awards or $500,000.00 in total state financial assistance shall have an audit performed in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. §7501, and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations". For purposes of this Section 18, "Federal financial assistance" means assistance provided by a Federal agency in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, or other assistance, but does not include amounts received as reimbursement for services rendered to individuals in accordance with OMB guidelines. The term includes awards of Federal financial assistance received directly from Federal agencies, or indirectly through other units of State and local government;

2. Section 4, Subsection D, Paragraphs (3) and (4) above notwithstanding, Subrecipient may utilize funds budgeted under this Contract to pay for that portion of the cost of such audit services properly allocable to the activities funded by Department under this Contract.

3. Subrecipient shall submit one (1) copy of such audit report and any associated management letter to the Department's Compliance Division within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subrecipient shall submit such audit report to the Federal Clearinghouse designated by OMB in accordance with OMB Circular A-133. In conjunction with its Single Audit submission to the Department, the Subrecipient shall provide documentation reflecting its submission of the Audit to the Federal Clearinghouse. Subrecipients may email an electronic version of the Audit and Federal Clearinghouse documentation to the Compliance Division at saandacf@tdhca.state.tx.us. Subrecipient shall make audit report available for public inspection within thirty (30) days after receipt of the audit report(s). Audits performed under this Section are subject to review and resolution by Department or its authorized representative.

4. The audit report must include verification of all expenditures by budget category, in accordance with the Budget attached as Exhibit A to this Contract and incorporated herein for all relevant purposes.

B. The cost of auditing services for a Subrecipient expending less than $500,000.00 in total Federal awards per fiscal year is not an allowable charge under Federal awards.

C. Subsection A of this Section 18 notwithstanding, Department reserves the right to conduct an annual financial and compliance audit of funds received and performance rendered under this Contract. Subrecipient agrees to permit Department or its authorized representative to audit Subrecipient's records and obtain any documents, materials, or information necessary to facilitate such audit.

D. Subrecipient understands and agrees that it shall be liable to the Department for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Subrecipient further understands and agrees that reimbursement to Department of such disallowed costs shall be paid by Subrecipient from funds which were not provided or otherwise made available to Subrecipient under this Contract.

E. Subrecipient shall facilitate the performance of such audit or audits conducted pursuant to this Section 18 as Department may require of Subrecipient.

F. Subrecipient shall procure audit services through an open, competitive process at least once every four years. The auditor shall retain working papers and reports for a minimum of the three years after the date of directive of the auditor's report to the Subrecipient. Audit working papers shall be made available upon request to Department at the completion of the audit, as part of a quality review, to resolve audit findings, or to carry out oversight responsibilities consistent with the purposes of this Section. Access to working papers includes the right to obtain copies of working papers, as is reasonable and necessary.

G. For any fiscal year ending within or immediately after the Contract Term, Subrecipient must submit an "Audit Certification Form" (available from the Department) within sixty (60) days after the Subrecipient's fiscal year end.

SECTION 19. MANAGEMENT OF EQUIPMENT AND INVENTORY

A. Subrecipient shall comply with Chapter 5, Subchapter A of the State Rules.

B. Upon the termination of this Contract or non-renewal of CEAP funds, Department may require transfer of title to any such property or equipment having a useful life of one year or more or a unit acquisition cost (the net invoice unit price of an item of equipment) of $5,000 or more to itself or to any other entity receiving federal funding.

SECTION 20. TRAVEL AND TRAINING

The travel funds are to be used only for Department-approved training events. Subrecipient shall adhere to OMB Circular A-87 and either its board-approved travel policy, or in the absence of such a policy, the State of Texas travel policies under Section 5.9 of the State Rules. Subrecipient's written travel policy shall delineate the rates which Subrecipient shall use in computing the travel and per diem expenses of its board members and employees.

SECTION 21. BONDING AND INSURANCE REQUIREMENTS

A. If Subrecipient will enter in to a construction or facility improvements contract with a third-party in the amount of $25,000.00 of greater, Subrecipient must execute with the contractor a payment bond in the full amount of the contract. If the Subrecipient will enter in to contract with a prime contractor in excess of $100,000.00, a performance bond in the full amount of the contract is also required. These bonds must be executed by a corporate surety authorized to do business in Texas, a list of which may be obtained from the State Insurance Department. Such assurances of completion will run to the Department as obligee and must be documented prior to the start of construction. This bonding requirement applies to the extent required by federal or state law.

B. Subrecipient shall maintain adequate personal injury and property damage liability insurance. Subrecipient is encouraged to obtain pollution occurrence insurance in addition to the general liability insurance. Generally, regular liability insurance policies do not provide coverage for potential effects of many health and safety measures, such as lead disturbances and other pollution occurrence items. Subrecipient should review existing policies to determine if lead contamination is covered. If it is not, Subrecipient should consider securing adequate coverage for all construction projects. Additional liability insurance costs may be paid from administrative funds. The Department strongly recommends the Subrecipient require their contractors to carry pollution occurrence insurance to avoid being liable for any mistakes the contractors may make. Each agency should get a legal opinion regarding the best course to take for implementing the pollution occurrence insurance coverage.

SECTION 22. LITIGATION AND CLAIMS

Subrecipient shall give Department immediate written notice of any claim or action filed with a court or administrative agency against Subrecipient and arising out of the performance of this Contract or any subcontract hereunder. Subrecipient shall furnish to Department copies of all pertinent papers received by Subrecipient with respect to such action or claim.

SECTION 23. LEGAL AUTHORITY

A. Subrecipient assures and guarantees that it possesses the legal authority to enter into this Contract, to receive and manage the funds authorized by this Contract, and to perform the services Subrecipient has obligated itself to perform hereunder. The execution, delivery, and performance of this Contract will not violate Subrecipient's constitutive documents or any requirement to which Subrecipient is subject and represents the legal, valid, and binding agreement of Subrecipient, enforceable in accordance with its terms.

B. The person signing this Contract on behalf of Subrecipient hereby warrants that he/she has been duly authorized by Contract to execute this Contract on behalf of Subrecipient and to validly and legally bind Subrecipient to the terms, provisions and performances herein.

C. Department shall have the right to suspend or terminate this Contract if there is a dispute as to the legal authority of either Subrecipient, or the person signing this Contract on behalf of Subrecipient, to enter into this Contract or to render performances hereunder. Subrecipient is liable to Department for any money it has received from Department for performance of the provisions of this Contract, if the Department has terminated this Contract for reasons enumerated in this Section 23.

SECTION 24. COMPLIANCE WITH LAWS

A. FEDERAL, STATE AND LOCAL LAW. Subrecipient shall comply with the LIHEAP Act, the federal rules and regulations promulgated under the LIHEAP Act, the State Act, the State Rules, LIHEAP State Plan, the certifications attached, and all federal, state, and local laws and regulations applicable to the performance of this Contract.

B. LIMITED ENGLISH PROFICIENCY (LEP). Subrecipient must provide program applications, forms, and educational materials in English, Spanish, and any appropriate language, based on the needs of the service area and in compliance with the requirements in Executive Order 13166 of August 11, 2000. To ensure compliance, the Subrecipient must take reasonable steps to insure that persons with Limited English Proficiency have meaningful access to the program. Meaningful access may entail provide language assistance services, including oral and written translation, where necessary.

SECTION 25. PREVENTION OF WASTE, FRAUD, AND ABUSE

A. Subrecipient shall establish, maintain, and utilize systems and procedures to prevent, detect, and correct waste, fraud, and abuse in activities funded under this Contract. The systems and procedures shall address possible waste, fraud, and abuse by Subrecipient, its employees, clients, vendors, subcontractors and administering agencies. Subrecipient's internal control systems and all transactions and other significant events are to be clearly documented, and the documentation is to be readily available for monitoring by Department.

B. Subrecipient shall give Department complete access to all of its records, employees, and agents for the purposes of any investigation of the Comprehensive Energy Assistance Program. Subrecipient shall immediately notify Department of any discovery of waste, fraud, or abuse. Subrecipient shall fully cooperate with Department's efforts to detect, investigate, and prevent waste, fraud, and abuse in the Comprehensive Energy Assistance Program.

C. Subrecipient may not discriminate against any employee or other person who reports a violation of the terms of this Contract, or of any law or regulation, to Department or to any appropriate law enforcement authority, if the report is made in good faith.

SECTION 26. CERTIFICATION REGARDING UNDOCUMENTED WORKERS

Pursuant to Chapter 2264 of the Texas Government Code, by execution of this Contract, Subrecipient hereby certifies that Subrecipient/Local Operator, or a branch, division, or department of Subrecipient does not and will not knowingly employ an undocumented worker, where "undocumented worker" means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States. If, after receiving a public subsidy, Subrecipient, or a branch, division, or department of Subrecipient is convicted of a violation under 8 U.S.C. Section 1324a(f), Subrecipient shall repay the public subsidy with interest, at a rate of five percent (5%) per annum, not later than the 120th day after the date the Department notifies Subrecipient of the violation.

SECTION 27. CONFLICT OF INTEREST/NEPOTISM

A. Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.

B. No employee, officer, or agent of Subrecipient shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the Parties indicated herein, has a financial or other interest in the firm selected for an award

C. The officers, employees, and agents of the Subrecipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subagreements. Subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.

D. Subrecipient shall, in addition to the requirements of this Section, follow the requirements of Chapter 171 of the Local Government Code regarding conflicts of interest of officers of municipalities, counties, and certain other local governments.

E. Failure to maintain written standards of conduct and to follow and enforce the written standards is a condition of default under this Contract and may result in termination of the Contract or deobligation of funds.

SECTION 28. POLITICAL ACTIVITY PROHIBITED

A. None of the funds provided under this Contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Subrecipient from furnishing to any member of its governing body upon request, or to any other local or state official or employee, or to any citizen, information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.

B. No funds provided under this Contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government of Subrecipient, the State of Texas, or the government of the United States.

SECTION 29. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

A. A person shall not be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of or in connection with any program or activity funded in whole or in part with funds made available under this Contract, on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief.

B. Subrecipient agrees to carry out an Equal Employment Opportunity Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

C. Subrecipient will include the substance of this Section 29 in all subcontracts.

SECTION 30. CERTIFICATION REGARDING CERTAIN DISASTER RELIEF CONTRACTS

The Department may not award a Contract that includes proposed financial participation by a person who, during the five year period preceding the date of this Contract, has been convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or assessed a penalty in a federal, civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005.

By execution of this Contract, the Subrecipient/Local Operator hereby certifies that it is eligible to participate in this Program and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

SECTION 31. MAINTENANCE OF EFFORT

Funds provided to Subrecipient under this Contract may not be substituted for funds or resources from any other source nor in any way serve to reduce the funds or resources which would have been available to, or provided through, Subrecipient had this Contract never been executed.

SECTION 32. DEBARRED AND SUSPENDED PARTIES

By signing this Contract, Subrecipient certifies that its principal employees, board members, agents, or contractors agents are included in the Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA) as provided in the Certification Regarding Debarment, Suspension and Other Responsibility Matters attached hereto as Addendum D and incorporated herein for all relevant purposes. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in the certification attached as Addendum D, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. Subrecipient also certifies that it will not knowingly award any funds provided by this Contract to any person who is proposed for debarment under 48 CFR part 9, subpart 9.4 or that is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549. Subrecipient agrees that prior to entering into any agreement with a potential subcontractor that the verification process to comply with this requirement will be accomplished by checking the System for Award Management (SAM) at www.sam.gov and including a copy of the results in its project files. Subrecipient may decide the frequency by which it determines the eligibility of its subcontractors. Subrecipient may rely upon a certification of a prospective subcontractor that is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless Subrecipient knows that the certification is erroneous. Failure of Subrecipient to furnish the certification attached hereto as Addendum D or an explanation of why it cannot provide said certification shall disqualify Subrecipient from participation under this Contract. The certification or explanation will be considered in connection with the Department's determination whether to continue with this Contract. Subrecipient shall provide immediate written notice to Department if at any time Subrecipient learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Subrecipient further agrees by executing this Contract that it will include the certification provision titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusive-Subcontracts," as set out in Addendum D, without modification, and this language under this Section 29, in all its subcontracts.

SECTION 33. FAITH BASED AND SECTARIAN ACTIVITY

Funds provided under this Contract may not be used for sectarian or inherently religious activities such as worship, religious instruction or proselytization, and must be for the benefit of persons regardless of religious affiliation. Subrecipient shall comply with the regulations promulgated by the HHS at 45 C.F.R. §87.2.

SECTION 34. COPYRIGHT

Subrecipient may copyright materials developed in the performance of this Contract or with funds expended under this Contract. Department and HHS shall each have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the copyrighted work for government purposes.

SECTION 35. NO WAIVER

Any right or remedy given to Department by this Contract shall not preclude the existence of any other right or remedy, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other right or remedy. The failure of Department to exercise any right or remedy on any occasion shall not constitute a waiver of Department's right to exercise that or any other right or remedy at a later time.

SECTION 36. SEVERABILITY

If any section or provision of this Contract is held to be invalid or unenforceable by a court or administrative tribunal of competent jurisdiction, the remainder shall remain valid and binding.

SECTION 37. ORAL AND WRITTEN AGREEMENTS

A. All oral and written agreements between the Parties relating to the subject matter of this Contract have been reduced to writing and are contained in this Contract.

B. The attachments enumerated and denominated below are a part of this Contract and constitute promised performances under this Contract:

1. Addendum A - Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements
2. Addendum B - Certification Regarding Drug-Free Workplace Requirements
3. Addendum C - Certification Regarding Environmental Tobacco Smoke
4. Addendum D - Certification Regarding Debarment, Suspension and Other Responsibility Matters
5. Exhibit A - Budget
6. Exhibit B - PRWORA Requirements for the Comprehensive Energy Assistance Program

SECTION 38. SPECIAL CONDITIONS

A. In order to achieve compliance with the LIHEAP Act, Subrecipient must coordinate with other energy related programs. Specifically, Subrecipient must make documented referrals to the local Weatherization Assistance Program subrecipient and, if operational, the Lite Up Texas program administered by the Public Utility Commission of Texas.

B. Subrecipient shall accept applications for CEAP benefits at sites that are geographically accessible to all Households in the service area. Subrecipient shall provide Elderly Persons and Persons with Disabilities who cannot independently travel to the application site the means to submit applications for CEAP benefits without leaving their residence or by securing transportation for them to the sites that accept such applications.

SECTION 39. APPEALS PROCESS

In compliance with the LIHEAP Act, Subrecipient must provide an opportunity for a fair administrative hearing to individuals whose application for assistance is denied, terminated or not acted upon in a timely manner. Subrecipient must establish a denial of service complaint procedure in accordance with Section 5.405 the State Rules.

SECTION 40. USE OF ALCOHOLIC BEVERAGES

Funds provided under this Contract may not be used for the payment of salaries to any Subrecipient's employees who use alcoholic beverages while on active duty, for travel expenses expended for alcoholic beverages, or for the purchase of alcoholic beverages.

SECTION 41. FORCE MAJURE

If the obligations are delayed by the following, an equitable adjustment will be made for delay or failure to perform hereunder:

A. Any of the following events: (i) catastrophic weather conditions or other extraordinary elements of nature or acts of God; (ii) acts of war (declared or undeclared), (iii) acts of terrorism, insurrection, riots, civil disorders, rebellion or sabotage; and (iv) quarantines, embargoes and other similar unusual actions of federal, provincial, local or foreign Governmental Authorities; and

B. The non-performing party is without fault in causing or failing to prevent the occurrence of such event, and such occurrence could not have been circumvented by reasonable precautions and could not have been prevented or circumvented through the use of commercially reasonable alternative sources, workaround plans or other means.

SECTION 42. TIME IS OF THE ESSENCE

Time is of the essence with respect to Subrecipient's compliance with all covenants, agreements, terms and conditions of this Contract.

SECTION 43. COUNTERPARTS AND FACSIMILE SIGNATURES

This Contract may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or other electronic transmission, and any such signature shall have the same legal effect as an original.

SECTION 44. NUMBER, GENDER

Unless the context requires otherwise, the words of the masculine gender shall include the feminine, and singular words shall include the plural.

SECTION 45. NOTICE

A. If a notice is provided concerning this Contract, notice may be given at the following (herein referred to as "Notice Address"):

As to Department:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
P. O. Box 13941
Austin, Texas 78711-3941
Attention: Michael De Young
Telephone: (512)- 475-2125
Fax: (512) - 475-3935
michael.deyoung@tdhca.state.tx.us

As to Subrecipient:

Hidalgo County, Texas-County of Hidalgo Community Service Agency
P. O. Box 204
Edinburg, TX 78540
Attention: Ramon Garcia, County Judge
Telephone: (956) 383-6250 Fax: (956) 380-4324

B. All notices or other communications hereunder shall be deemed given when delivered, mailed by overnight service, or five days after mailing by certified or registered mail, postage prepaid, return receipt requested, addressed to the appropriate Notice Address as defined in the above Subsection A of this Section 45.

SECTION 46. VENUE AND JURISDICTION

This Contract is delivered and intended to be performed in the State of Texas. For purposes of litigation pursuant to this Contract, venue shall lie in Travis County, Texas.

EXECUTED to be effective on **January 01, 2015**

SUBRECIPIENT:

Hidalgo County, Texas-County of Hidalgo Community Service Agency
a political subdivision of the State of Texas

By:
Title:
Date:

DEPARTMENT:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS,
a public and official agency of the State of Texas

By:
Title: Its duly authorized officer or representative
Date:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER **58150002108** FOR THE
FY 2015 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

ADDENDUM A

CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form -LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is material representation of fact on which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

STATEMENT FOR LOAN GUARANTEES AND LOAN INSURANCE

The undersigned states, to the best of its knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

SUBRECIPIENT:

Hidalgo County, Texas-County of Hidalgo Community Service Agency
a political subdivision of the State of Texas

By:
Title:
Date:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER **58150002108** FOR THE
FY 2015 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

ADDENDUM B

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988: 45 CFR Part 76, Subpart, F. Sections 76.630(c) and (d)(2) and 76.645 (a)(1) and (b) provide that a Federal agency may designate a central receipt point for STATE-WIDE AND STATE AGENCY-WIDE certifications, and for notification of criminal drug convictions. For the Department of Health and Human Services, the central point is: Division of Grants Management and Oversight, Office of Management and Acquisition, Department of Health and Human Services, Room 517-D, 200 Independence Avenue, SW Washington, DC 20201.

The undersigned certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about-

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within 10 calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Place(s) of Performance [site(s) for the performance of work done in connection with the specific grant] (include street address, city, county, state, zip code):

1. _____
2. _____
3. _____
4. _____

Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios). If Subrecipient does not identify the workplaces at the time of application, or upon award, if there is no application, the Subrecipient must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the Subrecipient's drug-free workplace requirements.

This certification is a material representation of fact upon which reliance is placed when the Department awards the grant. If it is later determined that Subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, Department, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

SUBRECIPIENT:

Hidalgo County, Texas-County of Hidalgo Community Service Agency
a political subdivision of the State of Texas

By:
Title:
Date:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER **58150002108** FOR THE
FY 2015 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

ADDENDUM C

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

The undersigned certifies to the following:

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity by signing and submitting this Contract the Subrecipient certifies that it will comply with the requirements of the Act.

The applicant/grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all subgrantees shall certify accordingly.

SUBRECIPIENT:

Hidalgo County, Texas-County of Hidalgo Community Service Agency
a political subdivision of the State of Texas

By:
Title:
Date:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER **58150002108** FOR THE
FY 2015 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

ADDENDUM D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The undersigned certifies, to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal 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 governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the undersigned Subrecipient is unable to certify to any of the statements in this certification, such Subrecipient shall attach an explanation of why it cannot provide said certification to this Contract.

The undersigned Subrecipient further agrees and certifies that it will include the below clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Subcontracts/Lower Tier Covered Transaction," without modification, in all subcontracts and in all solicitations for subcontracts:

"CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - SUBCONTRACTS/ LOWER TIER COVERED TRANSACTIONS

(1) The prospective lower tier participant/subcontractor certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant/subcontractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

LOWER TIER PARTICIPANT/SUBCONTRACTOR:

_____
[Signature]
Printed Name:_____
Title: _____
Date: _____"

This certification is a material representation of fact upon which reliance is placed when the Department awards the grant. If it is later determined that Subrecipient knowingly rendered an erroneous certification, in addition to any other remedies available to the Federal Government, the Department may terminate this Contract for cause or default.

SUBRECIPIENT:

Hidalgo County, Texas-County of Hidalgo Community Service Agency
a political subdivision of the State of Texas

By:
Title:
Date:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER **58150002108** FOR THE
FY 2015 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

EXHIBIT A
BUDGET

Hidalgo County, Texas-County of Hidalgo Community Service Agency
a political subdivision of the State of Texas

DEPARTMENT FINANCIAL OBLIGATIONS

$ 3,978,257.00	CEAP FUNDS CURRENTLY AVAILABLE
$ 1,200.00	TRAINING TRAVEL ALLOWANCE FUNDS CURRENTLY AVAILABLE

BUDGET FOR AVAILABLE ALLOCATIONS

BUDGET CATEGORY	FUNDS	%
Administration	$ 248,566.00	-
Direct Services	$ 3,728,491.00	-
TOTAL CEAP BUDGET	$ 3,977,057.00	-

BUDGET CATEGORY	FUNDS	%
Household Crisis	$ 1,715,106.00	46.00
Utility Assistance	$ 1,715,106.00	46.00
Program Services	$ 298,279.00	8.00
TOTAL DIRECT SERVICES	$ 3,728,491.00	100.00

Subrecipient's service area consists of the following Texas counties:

HIDALGO

General Administrative and coordination of CEAP, including costs and all indirect (or overhead) cost, examples include salaries, fringe benefits, non-training travel, equipment, supplies, audit and office space are limited to 6.25% of the Contract expenditures, excluding Training/Travel costs. All other administrative costs, exclusive of costs for program services, must be paid with nonfederal funds.

Program services costs shall not exceed the maximum 8%. Program services cost includes direct administrative cost associated with providing the client direct service salaries and benefits cost for staff providing program services, cost for supplies, equipment, travel, postage, utilities, rental of office space. All items listed above are allowable program services cost when associated with providing client direct services. Other program services costs may include outreach activities and expenditures on the information technology and computerization needed for tracking or monitoring required by CEAP.

Department's prior written approval for purchase or lease of equipment with an acquisition cost of $5,000 and over is required. Approval of this budget does not constitute prior approval for such purchases.

Funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility.

Subrecipient is limited to only one budget revision request during the first 6 months of the Contract Term. A second and final budget revision must be received by the Department no later than 45 days prior to the end of the Contract Term.

Subrecipient shall provide outreach services under all components in this category. Failure to do so may result in Contract termination. Subrecipient must document outreach, whether the outreach is conducted with CEAP funds or other funds.

EXHIBIT B
PRWORA REQUIREMENTS

Hidalgo County, Texas-County of Hidalgo Community Service Agency
a political subdivision of the State of Texas

If an individual is applying for LIHEAP funds, a subrecipient must verify that the individual applying for LIHEAP funds is a qualified recipient for funding under the Personal Responsibility and Work Opportunity Act of 1996, ("PRWORA"), Pub. L. 104-193, 110 Stat. 2105, codified at 8 U.S.C. §1601 et. seq., as amended by the Omnibus Appropriations Act, 1997, Pub. L. 104-208.

To ensure that a non-qualified applicant does not receive "federal public benefits," a unit of general purpose government that administers "federal public benefit programs" is required to determine, and to verify, the individual's alienage status before granting eligibility. 8 U.S.C. §1642 (a) and (b). Subrecipient must use the SAVE verification system to verify and document qualified alien eligibility once access to the system is provided by the Department.

An exception to the requirement of verification of alienage status applies when the applicant's eligibility is determined by a non-profit charitable organization. To be eligible for this exemption, an organization must be both "nonprofit" and "charitable." If Subrecipient claims "non-profit, charitable status Subrecipient shall supply TDHCA with any requested information Department believes is necessary to verify that Subrecipient is a non-profit charitable organization. An organization is "nonprofit" if it is organized and operated for purposes other than making gains or profits for the organization, its member or its shareholders, and is precluded from distributing any gains or profits to its members or shareholders. Simply holding a valid 501(c)(x) designation is not sufficient. An organization is "charitable" if it is organized and operated for charitable purposes. The term "charitable" should be interpreted in its generally accepted legal sense as developed by judicial decisions. It includes organizations dedicated to relief of the poor and distressed or the underprivileged, as well as religiously-affiliated organizations and educational organizations.

CERTIFICATION REGARDING USE OF THE SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE) SYSTEM

Subrecipient shall:

(1) System Use.

(a) Establish the identity of the applicants and require each applicant to present the applicant's immigration or naturalization documentation that contains the information (e.g., alien registration number) required by the SAVE Program;

(b) Physically examine the documentation presented by the applicant and determine whether the document(s) reasonably appear(s) to be genuine and to relate to the individual;

(c) Provide to the SAVE Program the information the SAVE Program requires to respond to Subrecipient requests for verification of immigration or naturalized or derived citizenship status information, including (1) information from the applicant's immigration or naturalization documentation for initial automated verification, (2) additional information obtained from the alien's immigration or naturalization documentation for automated additional verification, and (3) completed Forms G-845 and other documents and information required for manual additional verification. For manual only verification, ensure that Forms G-845 and other documents and information required for manual verification are provided;

(d) Ensure that, prior to using the Verification Information System, all employees designated by Subrecipient to use SAVE on behalf of the Subrecipient ("Users") performing verification procedures complete SAVE required training including: reading the SAVE Program Guide, taking the latest version of Web tutorial(s), http://www.uscis.gov/save/what-save/save-webinars, and maintaining a working knowledge of requirements contained therein and in this Contract as updated. Documentation of training must be maintained by the Subrecipient for monitoring review;

(e) Ensure that Users are provided with and maintain User Ids only while they have a need to perform verification procedures;

(f) Ensure all Users performing verification procedures comply with all requirements contained in the SAVE Program Guide, web-based tutorial, this Contract, and updates to these requirements;

(g) Ensure that all Users performing verification procedures have contact information for the SAVE Program and SAVE Monitoring and Compliance. Contact information can be found at http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=0d37dffd79029310VgnVCM100000082ca60aRCRD&vgnextchannel=0d37dffd79029310VgnVCM100000082ca60aRCRD

(h) Ensure all Users perform any additional verification procedures the SAVE Program requires and/or the applicant requests after the Subrecipient initiates a request for verification;

(i) Use any information provided by DHS-USCIS under this Contract solely for the purpose of determining the eligibility of persons applying for the benefit issued by the Subrecipient and limit use of such information in accordance with this and all other provisions of this Contract;

(j) Comply with the requirements of the Federal Information Security Management Act (FISMA (PL-107-347), Title III, Section 301) and OMB guidance as applicable to electronic storage, transport of records between agencies, and the internal processing of records received by either agency under the terms of this Contract;

(k) Safeguard such information and access methods to ensure that it is not used for any other purpose than described in this Contract and protect its confidentiality; including ensuring that it is not disclosed to any unauthorized person(s) without the prior written consent of DHS-USCIS. Each applicant seeing access to information regarding him/herself may do so by submitting a written signed request to DHS-USCIS. Instructions for submitting request may be found at http://www.uscis.gov/USCIS/Verification/SAVE/SAVE_Native_Documents/Fact_Sheet_HowToCorrectYourRecordswithUSCIS.pdf (subject to revision and reposting on the SAVE Website and Online Resources);

(l) Comply with the Privacy Act, 5 U.S.C. Section 552a, the Texas Public Information Act and other applicable laws, regulations, and policies, including but not limited to all OMB and DHS privacy guidance, in conducting verification procedures pursuant to this Contract, and in safeguarding, maintaining, and disclosing any data provided or received pursuant to the Contract;

(m) Comply with federal laws prohibiting discrimination against applicants and discriminatory use of the SAVE Program based upon the national origin, color, race, gender, religion, or disability of the applicant;

(n) Provide all benefit-applicants who are denied benefits based solely or in part on the SAVE response with adequate written notice of the denial and the information necessary to contact DHS-USCIS so that such individual may correct their records in a timely manner, if necessary. A Fact Sheet that includes the process by which applicants may contact DHS-USCIS is posted at http://www.uscis.gov/USCIS/Verification/SAVE/SAVE_Native_Documents/Fact_Sheet_HowToCorrectYourRecordswithUSCIS.pdf, (subject to revision and reposting on the SAVE Website and Online Resources);

(o) Provide all benefit-applicants who are denied benefits based solely or in part on the SAVE response with the opportunity to use the Subrecipient's existing process to appeal the denial and to contact DHS-USCIS to correct their records prior to a final decision, if necessary; and

(p) Refrain from using SAVE, or assisting any person or entity, to comply with the employment eligibility verification requirements of section 274A of the Immigration and Nationality Act, 8 U.S.C. Section 1324a.

(2) Monitoring and Compliance.

(a) Allow Department and SAVE Monitoring and Compliance to monitor and review all records and documents related to the use, abuse, misuse, fraudulent use or improper use of SAVE by the Subrecipient, including, but not limited to original applicant consent documents required by the Privacy Act, 5 U.S.C. Section 552a or other applicable authority;

(b) Notify the Department's Compliance Division immediately whenever there is reason to believe a violation of this agreement has occurred;

(c) Notify the Department's Compliance Division immediately whenever there is reason to believe an information breach has occurred as a result of User or Subrecipient action or inaction pursuant to Office of Management and Budget (OMB) Memorandum M-07-16, "Safeguarding Against and Responding to the Breach of Personally Identifiable Information;"

(d) Allow Department and SAVE Monitoring and Compliance to monitor and review all records and documents related to the use, abuse, misuse, fraudulent use or improper use of SAVE by any User, including, but not limited to original applicant consent documents required by the Privacy Act, 5 U.S.C. Section 552a or other applicable authority;

(e) Allow Department and SAVE Monitoring and Compliance to conduct desk audits and/or site visits to review Subrecipient's compliance with this Exhibit C and all other SAVE-related policy, procedures, guidance and law applicable to conducting verification and safeguarding, maintaining, and disclosing any data provided or received pursuant to this Contract;

(f) Allow Department and SAVE Monitoring and Compliance to perform audits of Subrecipient's User Ids use and access, SAVE Training Records, SAVE financial records, SAVE biographical information, system profiles and usage patterns and other relevant data;

(g) Allow Department and SAVE Monitoring and Compliance to interview any and all Users and any and all contact persons or other personnel within the Subrecipient's organization or relevant contractors regarding any and all questions or problems which may arise in connection with the Subrecipient's participation in SAVE;

(h) Allow Department and SAVE Monitoring and Compliance to monitor system access and usage and to assist SAVE users as necessary to ensure compliance with the terms of this Exhibit C and the SAVE Program requirements by its authorized agents or designees; and

(i) Take corrective measures in a timely manner to address all lawful requirements and recommendations on every written finding including but not limited to those of the Department or SAVE Monitoring and Compliance regarding waste, fraud, and abuse, and discrimination or any misuse of the system, non-compliance with the terms, conditions and safeguards of this Exhibit C, SAVE Program procedures or other applicable law, regulation or policy.

Criminal Penalties.

(1) DHS-USCIS reserves the right to use information from TDHCA or Subrecipient for any purpose permitted by law, including, but not limited to, the prosecution of violations of Federal administrative or criminal law.

(2) The Subrecipient acknowledges that the information it receives from DHS-USCIS is governed by the Privacy Act, 5 U.S.C. Section 552a(i)(1), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this contract may be subject to criminal penalties.

Third Party Liability.

(1) Each party to this contract shall be solely responsible for its own defense against any claim or action by third parties arising out of or related to the execution and/or performance of this contract, whether civil or criminal, and retain responsibility for the payment of any corresponding liability.

(2) Nothing in this contract is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, the State of Texas, its agencies, officers, or employees, or the Subrecipient.

Points of Contact

Sharon D. Gamble
Manager, Planning, Training and Technical Assistance
Texas Department of Housing and Community Affairs
Community Affairs Division
P.O. Box 13941
Austin, TX 78711-3941
Phone: (512) 475-0471
Email: sharon.gamble@tdhca.state.tx.us

USCIS SAVE Program MS 2620
U.S. Citizenship and Immigration Services
Department of Homeland Security
Washington, DC 20529-2620
ATTN: SAVE Operations
Phone: (888) 464-4218
Email: saveregistration@dhs.gov

USCIS SAVE Monitoring and Compliance MS 2640
U.S. Citizenship and Immigration Services
Department of Homeland Security
Washington, DC 20529-2640
Phone: (888) 464-4218
Email: save.monitoring@dhs.gov

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)

From: "Steve Crain" < scrain@atlashall.com >
To: "Monica Badillo" < monica.badillo@co.hidalgo.tx.us >
Sent: Tuesday, January 13, 2015 5:04:22 PM
Subject: RE: Requesting Legal Review

The contract is OK as long as the County performs the obligations of the County. Also the County must keep all records specifically including but not limited to the provisions of section 16.

From: Monica Badillo [mailto:monica.badillo@co.hidalgo.tx.us]
Sent: Tuesday, January 13, 2015 4:31 PM
To: Steve Crain
Subject: Fwd: Requesting Legal Review

Steve,

Please review and advise.

Thank you,

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)

From: mnsaenz@csa-hidalgo.us
To: "Monica Badillo, Commissioners' Court Administrator" <
monica.badillo@co.hidalgo.tx.us >
Sent: Tuesday, January 13, 2015 4:11:30 PM
Subject: Requesting Legal Review

Hi Monica, requesting legal review on CSBG and CEAP 2015 contracts to be presented at Commissioner's Court. Let me know if you have any questions, thanks.

Maribel Navarro-Saenz
Executive Director
County of Hidalgo Community Service Agency
P.O. Box 204/2524 N. Closner
Edinburg, Texas 78539
ADM:(956) 383-6250 x: 12
FAX: (956) 380-4324
e-mail:mnsaenz@csa-hidalgo.us

Maribel Navarro-Saenz
Executive Director

County of Hidalgo Community Service Agency
P.O. Box 204/2524 N. Closner
Edinburg, Texas 78539
ADM:(956) 383-6250 x: 12
FAX: (956) 380-4324
e-mail:mnsaenz@csa-hidalgo.us

Part_2.html	**Content-Type:** text/html **Size:** 13.65 KB

AI -48126 **IT Department** **13. A.**

CC - REGULAR

Meeting Date: 02/04/2015

Submitted By: Edna Kirby, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

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

Time Warner Cable

06/03-07/02/14 $286.75
07/03-08/02/14 $64.20
08/03-09/02/14 $64.20
09/03-10/02/14 $64.20
10/03-11/02/14 $64.20
11/03-12/02/14 $64.20
12/03-01/02/15 $64.20

2. Requesting permission to process as claim due to a PO not being in place and partial payment coming from General Fund due to grant expiration. $475.07 will be funded from General Fund and $196.88 from the WIC Grant Fund.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1292-441-00-350-001-5-531

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

BUDGETARY IMPACT:

Funds available as of 1/30/15.

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-441-00-350-003-0-531

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

BUDGETARY IMPACT:

Attachments

mydocuments

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/15/2015 10:30 AM
Purchasing Department	Monica Badillo	01/30/2015 05:20 PM

Form Started By: Edna Kirby Started On: 01/15/2015 09:55 AM

Final Approval Date: 01/30/2015

TIME WARNER CABLE
Business Class®

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business.twc.com/myaccount
Visit us online: business.twc.com

Account number
8260 18 044 0452256
Customer code **7857**

Due date	Service period	Amount due
Jun 24, 2014	06/03 - 07/02	**$286.75**

Service address
County Of Hidalgo WI
Account Phone 956-292-7010
2891 E Grant St
Roma, TX 78584-8914

Previous balance & payments	
Balance last statement	0.00
Current month	
Monthly services	60.00
Credits and one-time charges	208.00
Surcharges	1.88
Taxes and fees	16.87
Total due by Jun 24, 2014	**$286.75**

Please enclose this coupon with your payment.

TIME WARNER CABLE
Business Class®

**Payment due date
Jun 24, 2014

Account number
8260 18 044 0452256

Please write your account number on your check.

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

Total amount due
$286.75

Amount enclosed

PO BOX 460849, SAN ANTONIO, TX 78246-0849
8260 1800 ZO RP 04 06052014 NNNNNYNN 01 007249 0021

COUNTY OF HIDALGO WI
2891 E GRANT ST
ROMA, TX 78584-8914

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

8260180440452256002867 57

County Of Hidalgo WI
Total due by Jun 24, 2014: $286.75
Account number: 8260 18 044 0452256
Customer code: 7857
Statement date: Jun 04, 2014

TIME WARNER CABLE
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	Previous balance	
	Balance last statement	0.00
	Total previous balance	**$0.00**
	Monthly services	
06/04	Telework Internet 15x2	60.00
	Total monthly services	**$60.00**
	Credits and one-time charges	
06/03	One-time Install Charge	208.00
	Total credits and one-time charges	**$208.00**
	Surcharges	
	TWC State Cost Recovery Fee	1.88
	Total surcharges	**$1.88**
	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	
	State and Local Sales Tax	16.87
	Total taxes and fees	**$16.87**
	Total due by Jun 24, 2014	**$286.75**

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Visit us online: business.twc.com

Account number
8260 18 044 0452256
Customer code **7857**

Due date	Service period	Amount due
upon receipt	07/03 - 08/02	**$350.95**

Service address
County Of Hidalgo WI
Account Phone 956-292-7010
2891 E Grant St
Roma, TX 78584-8914

Previous balance & payments	
Balance last statement	286.75
Unpaid balance	286.75
Current month	
Monthly services	60.00
Surcharges	0.42
Taxes and fees	3.78
Total due upon receipt	**$350.95**

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

Please enclose this coupon with your payment.

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PO BOX 460849, SAN ANTONIO, TX 78246-0849
8260 1800 NO RP 23 06242014 NNNNNYYY 01 004924 0019

COUNTY OF HIDALGO WI
2891 E GRANT ST
ROMA, TX 78584-8914

Payment due date
upon receipt

Total amount due
$350.95

Account number
8260 18 044 0452256

Please write your account number on your check.

Amount enclosed

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

8260180440452256003509S9

County Of Hidalgo WI
Total due upon receipt: $350.95
Account number: 8260 18 044 0452256
Customer code: 7857
Statement date: Jun 23, 2014

TIME WARNER CABLE
Business Class®

	Previous balance	
	Balance last statement	286.75
	Total previous balance	**$286.75**
	Monthly services	
06/23	Telework Internet 15x2	60.00
	Total monthly services	**$60.00**
	Surcharges	
	TWC State Cost Recovery Fee	0.42
	Total surcharges	**$0.42**
	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	
	State and Local Sales Tax	3.78
	Total taxes and fees	**$3.78**
	Total due upon receipt	**$350.95**

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Visit us online: business.twc.com

Account number
8260 18 044 0452256
Customer code **7857**

Due date	Service period	Amount due
upon receipt	08/03 - 09/02	**$415.15**

Service address
County Of Hidalgo WI
Account Phone 956-292-7010
2891 E Grant St
Roma, TX 78584-8914

Previous balance & payments	
Balance last statement	350.95
Unpaid balance	350.95
Current month	
Monthly services	60.00
Surcharges	0.42
Taxes and fees	3.78
Total due upon receipt	**$415.15**

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PO BOX 460849, SAN ANTONIO, TX 78246-0849
8260 1800 NO RP 25 07262014 NNNNNYYY 01 031814 0102

COUNTY OF HIDALGO WI
2891 E GRANT ST
ROMA, TX 78584-8914

Payment due date
upon receipt

Total amount due
$415.15

Account number
8260 18 044 0452256

Please write your account number on your check.

Amount enclosed

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

8260180440452256004151 58

County Of Hidalgo WI
Total due upon receipt: $415.15
Account number: 8260 18 044 0452256
Customer code: 7857
Statement date: Jul 25, 2014

TIME WARNER CABLE
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	Previous balance	
	Balance last statement	350.95
	Total previous balance	**$350.95**
	Monthly services	
07/25	Telework Internet 15x2	60.00
	Total monthly services	**$60.00**
	Surcharges	
	TWC State Cost Recovery Fee	0.42
	Total surcharges	**$0.42**
	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	
	State and Local Sales Tax	3.78
	Total taxes and fees	**$3.78**
	Total due upon receipt	**$415.15**

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Account number
8260 18 044 0452256
Customer code **7857**

Due date	Service period	Amount due
upon receipt	09/03 - 10/02	**$479.35**

Service address
County Of Hidalgo WI
Account Phone 956-292-7010
2891 E Grant St
Roma, TX 78584-8914

Previous balance & payments	
Balance last statement	415.15
Unpaid balance	415.15
Current month	
Monthly services	60.00
Surcharges	0.42
Taxes and fees	3.78
Total due upon receipt	**$479.35**

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PO BOX 460849, SAN ANTONIO, TX 78246-0849
8260 1800 NO RP 23 08242014 NNNNNYYY 01 005963 0020

COUNTY OF HIDALGO WI
2891 E GRANT ST
ROMA, TX 78584-8914

Payment due date
upon receipt

Total amount due
$479.35

Account number
8260 18 044 0452256

Please write your account number on your check.

Amount enclosed

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

826018044045225600479352

10/2/14

County Of Hidalgo WI
Total due upon receipt: $479.35
Account number: 8260 18 044 0452256
Customer code: 7857
Statement date: Aug 23, 2014

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	Previous balance	
	Balance last statement	415.15
	Total previous balance	**$415.15**
	Monthly services	
08/23	Telework Internet 15x2	60.00
	Total monthly services	**$60.00**
	Surcharges	
	TWC State Cost Recovery Fee	0.42
	Total surcharges	**$0.42**
	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	
	State and Local Sales Tax	3.78
	Total taxes and fees	**$3.78**
	Total due upon receipt	**$479.35**

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Visit us online: business.twc.com

Account number
8260 18 044 0452256
Customer code **7857**

Due date	Service period	Amount due
upon receipt	10/03 - 11/02	**$549.77**

Service address
County Of Hidalgo WI
Account Phone 956-292-7010
2891 E Grant St
Roma, TX 78584-8914

Previous balance & payments	
Balance last statement	479.35
Unpaid balance	479.35

Current month	
Monthly services	60.00
Credits and one-time charges	6.22
Surcharges	0.42
Taxes and fees	3.78
Total due upon receipt	**$549.77**

Invoice Received By:
Edna Kinley On 12/3/14
Goods/services Received By:
Edna Kinley On 10/3-11/2/14
Acct.# 4-1292-441-00-350-001-5-531
PO# 718487

DEC 18 2014

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8260 1800 NO RP 23 09242014 NNNNNYYN 01 011723 0045

COUNTY OF HIDALGO WI
PO BOX 207
ATTN IT DEPARTMENT
EDINBURG, TX 78540-0207

Payment due date
upon receipt

Total amount due
$549.77

Account number
8260 18 044 0452256

Please write your account number on your check.

Amount enclosed

12/1
10.72 11/28
8.90

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

8260180440452256005497 74

County Of Hidalgo WI
Total due upon receipt: $549.77
Account number: 8260 18 044 0452256
Customer code: 7857
Statement date: Sep 23, 2014

TIME WARNER CABLE Business Class®

	Previous balance	
	Balance last statement	479.35
	Total previous balance	**$479.35**
	Monthly services	
09/23	Telework Internet 15x2	60.00
	Total monthly services	**$60.00**
	Credits and one-time charges	
08/30	Late Payment Fee	6.22
	Total credits and one-time charges	**$6.22**
	Surcharges	
	TWC State Cost Recovery Fee	0.42
	Total surcharges	**$0.42**
	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	
	State and Local Sales Tax	3.78
	Total taxes and fees	**$3.78**
	Total due upon receipt	**$549.77**

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8260 1800 NO RP 23 10242014 NNNNNYYN 01 014145 0053

COUNTY OF HIDALGO WI
PO BOX 207
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EDINBURG, TX 78540-0207

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

Account number
8260 18 044 0452256
Customer code **7857**

Due date	Service period	Amount due
upon receipt	11/03 - 12/02	**$621.16**

Service address
County Of Hidalgo WI
Account Phone 956-292-7010
2891 E Grant St
Roma, TX 78584-8914

Previous balance & payments	
Balance last statement	549.77
Unpaid balance	549.77

Current month	
Monthly services	60.00
Credits and one-time charges	7.19
Surcharges	0.42
Taxes and fees	3.78
Total due upon receipt	**$621.16**

Invoice Received By:
Edna Kiely On 12/3/14
Goods/services Received By:
Edna Kiely On 11/3 - 12/2/14
Acct.# 4-1242-441-00-350-001-5-531
PO# 718487

DEC 18 2014

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.

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 23 10242014 NNNNNYYN 01 014145 0063

COUNTY OF HIDALGO WI
PO BOX 207
ATTN IT DEPARTMENT
EDINBURG, TX 78540-0207

Payment due date
upon receipt

Total amount due
$621.16

Account number
8260 18 044 0452256

Please write your account number on your check.

Amount enclosed

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

826018044045225600621169

County Of Hidalgo WI
Total due upon receipt: $621.16
Account number: 8260 18 044 0452256
Customer code: 7857
Statement date: Oct 23, 2014

TIME WARNER CABLE Business Class®

	Previous balance	
	Balance last statement	549.77
	Total previous balance	**$549.77**
	Monthly services	
10/23	Telework Internet 15x2	60.00
	Total monthly services	**$60.00**
	Credits and one-time charges	
09/30	Late Payment Fee	-7.19
	Total credits and one-time charges	**-$7.19**
	Surcharges	
	TWC State Cost Recovery Fee	0.42
	Total surcharges	**$0.42**
	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	
	State and Local Sales Tax	3.78
	Total taxes and fees	**$3.78**
	Total due upon receipt	**$621.16**

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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.

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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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My Account puts you in control!
Enjoy the convenience of anytime access to your account, save time with easy, online bill payment and efficiently manage your service all in one place. Your account number and customer code are needed to register. Visit us online at **business.twc.com/myaccount** to get started today!

Pay by phone

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.

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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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Minimum 1-year term

* Minimum 2 lines or 1 line plus voice feature required

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877.509.7248

Weekdays 8am-11pm, Saturday 8am-7pm

MENTION
OFFER CODE BPW1

BUSINESS.TWC.COM/GETPHONE

WiFi by Time Warner Cable

Order Business Internet now and get a TWC WiFi® Hotspot

Give your customers free and secure Internet access with WiFi Hotspot at no additional charge. The National WiFi network attracts customers and keeps them connected at your business.

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*Offer expires 12/18/14 and is available to existing Internet and/or Video customers. Minimum 2 lines or 1 line plus voice feature required. Offer is not transferable, is not available in all areas and may not be combined with any other offer. 30-day Hassle-Free Guarantee applies to waiver of Early Termination Fee if Phone service is cancelled within 30 days of installation. Service will be cancelled within 30 days of receipt of written notice. Guarantee does not apply to service, installation, construction or other charges. Additional charges apply for equipment, taxes, fees, surcharges, Directory Assistance, Operator Services, international calls, installation and construction (if applicable). Toll-usage charges apply with toll-free number. Enhanced Toll-Free Service with routing options extra. Regular rates will apply at the end of the term period. Early termination fee may apply. Time Warner Cable Business Class Phone customer-premise equipment is electrically powered, and in the event of a power outage or network failure, Enhanced 9-1-1 ("E911") services may not be available. Subject to change without notice. Some restrictions apply. Time Warner Cable Business Class is a trademark of Time Warner Inc. Used under license. ©2014 Time Warner Cable Enterprises LLC. All Rights Reserved. SA8EFOPN

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PO BOX 460849, SAN ANTONIO, TX 78246-0849
8260 1600 NO RP 23 09242014 NNNNNYYN 01 011723 0045

COUNTY OF HIDALGO WI
PO BOX 207
ATTN IT DEPARTMENT
EDINBURG, TX 78540-0207

TIME WARNER CABLE
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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 18 044 0452256
Customer code **7857**

Due date	Service period	Amount due
upon receipt	12/03 - 01/02	**$693.60**

Service address
County Of Hidalgo WI
Account Phone 956-292-7010
2891 E Grant St
Roma, TX 78584-8914

Previous balance & payments	
Balance last statement	621.16
Unpaid balance	621.16

Current month	
Monthly services	60.00
Credits and one-time charges	8.24
Surcharges	0.42
Taxes and fees	3.78

Total due upon receipt	**$693.60**

Invoice Received By:
Edna Kriley On 12/3/14
Goods/services Received By:
Edna Kriley On 12/3 - 1/2/15
Acct.# 4-1242-441-00-35-0-001-5-53
PO# 218487

DEC 18 2014

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 11242014 NNNNNYYN 01 012433 0043

COUNTY OF HIDALGO WI
PO BOX 207
ATTN IT DEPARTMENT
EDINBURG, TX 78540-0207

Payment due date
upon receipt

Total amount due
$693.60

Account number
8260 18 044 0452256

Please write your account number on your check.

Amount enclosed

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

8260180440452256006936O6

County Of Hidalgo WI
Total due upon receipt: $693.60
Account number: 8260 18 044 0452256
Customer code: 7857
Statement date: Nov 23, 2014

TIME WARNER CABLE
Business Class®

	Previous balance	
	Balance last statement	621.16
	Total previous balance	**$621.16**
	Monthly services	
11/23	Telework Internet 15x2	60.00
	Total monthly services	**$60.00**
	Credits and one-time charges	
10/30	Late Payment Fee	8.24
	Total credits and one-time charges	**$8.24**
	Surcharges	
	TWC State Cost Recovery Fee	0.42
	Total surcharges	**$0.42**
	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	
	State and Local Sales Tax	3.78
	Total taxes and fees	**$3.78**
	Total due upon receipt	**$693.60**

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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.

Pay online

My Account puts you in control!
Enjoy the convenience of anytime access to your account, save time with easy, online bill payment and efficiently manage your service all in one place. Your account number and customer code are needed to register. Visit us online at **business.twc.com/myaccount** to get started today!

Pay by phone

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.

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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.

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AI -48107 **IT Department** **13. B.**

CC - REGULAR

Meeting Date: 02/04/2015

Submitted For: Renan Ramirez, IT DEPARTMENT

Submitted By: Renan Ramirez, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

Requesting authorization for Renan Ramirez, Chief Information Officer, to sign and submit Software Self-Audit Certification Letter to Microsoft on behalf of the County

BACKGROUND

Fiscal Impact

Attachments

Certification letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/16/2015 11:17 AM
Purchasing Department	Monica Badillo	01/30/2015 05:20 PM
Form Started By: Renan Ramirez		Started On: 01/14/2015 12:57 PM
Final Approval Date: 01/30/2015		

COUNTY of HIDALGO, Texas
Information Technology Department
100 N. Closner Blvd.
Edinburg, TX 78539
956-292-7010
www.co.hidalgo.tx.us



February 3, 2015

To whom it may concern,

INTERNAL SELF-AUDIT CERTIFICATION

I, RENAN RAMIREZ on behalf of COUNTY OF HIDALGO, TEXAS, hereby certify that the internal self-audit completed is accurate to the best of my knowledge and COUNTY OF HIDALGO, TEXAS has ordered sufficient licenses to permit all usage disclosed by the audit.

Signature: _____ Date: _____

Print Name: RENAN RAMIREZ

Position/Title: CHIEF INFORMATION OFFICER

AI -48242 **IT Department** **13. C.**

CC - REGULAR

Meeting Date: 02/04/2015

Submitted By: Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

COMMISSIONER PCT. 2
Authorization and approval to purchase new wireless device with service through the County's membership/participation with CONTRACT: DIR-SDD-1779 for VERIZON WIRELESS for the following:

Description:	User:	Employee ID:	Service Plan:
New Data Card Activation	Eduardo Cantu	207934	4G Mobile Broadband Unl. @ $37.99 month
New Data Card Activation	Armando Pompa	207888	4G Mobile Broadband Unl. @ $37.99 month
New Data Card Activation	Jorge D. Hinojosa	207861	4G Mobile Broadband Unl. @ $37.99 month
New Data Card Activation	Jose Cabeza De Vaca	207837	4G Mobile Broadband Unl. @ $37.99 month
New Data Card Activation	Office Use	n/a	4G Mobile Broadband Unl. @ $37.99 month
New Data Card Activation	Armando Garza	207845	4G Mobile Broadband Unl. @ $37.99 month

BACKGROUND

Fiscal Impact

Attachments

Quote
Request Forms
Requisition

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/27/2015 10:21 AM
Sylvia Solis	Sylvia Solis	01/29/2015 10:03 AM
Purchasing Department	Monica Badillo	01/30/2015 05:20 PM
Form Started By: Griselda Salazar		Started On: 01/23/2015 03:14 PM
Final Approval Date: 01/30/2015		

Wireless Telecom Proposal for:
State of Texas DIR Contract No. DIR-SDD-1779 for Wireless Voice, Data Services and Equipment

Date: January 6, 2015

Customer Name: Hidalgo County Commissioner PCT 2

Sales Representative: Carlos Zavala

Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the Contract for Wireless Voice & Data Services and Equipment between State of Texas, Department of Information Resources and Verizon Wireless, DIR Contract No. DIR-SDD-1779. Full terms and conditions, along with additional information and ordering instructions can be found on the Internet website at: http://www.dir.state.tx.us/store/tsd/telephony/wireless.htm#cing
Prices quoted do not reflect applicable fees, charges, or pass-through assessments.
This Quotation is valid for ninety (90) days from date listed on quote (except for promotional pricing which may expire sooner). Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.

STATE OF TEXAS DIR CONTRACT NO. DIR-SDD-1779
WIRELESS TELECOM PROPOSAL FOR WIRELESS VOICE, DATA SERVICES AND EQUIPMENT

QUOTE ID	1516154225
DATE	1/6/2015
TERM	Annual (12 Months)
PAGE	1 of 2

WIRELESS PROPOSAL FOR: Hidalgo County Commissioner PCT 2
SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

RATE PLAN AND FEATURES

RATE PLAN - SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Total Shared Minutes	Voice Overage	Monthly Cost	Term Cost
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
								$0.00	$0.00

RATE PLAN - NON SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Voice Overage	Monthly Cost	Term Cost
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
							$0.00	$0.00

RATE PLAN - MOBILE BROADBAND	Line Count	Discounted Monthly Access	Included TEXT / PIX / FLIX	Included Data	Data Overage	Monthly Cost	Term Cost
4G MOBILE BROADBAND UNLIMITED $37.99 1210	6	$37.99	N	Unlimited	$0.00	$227.94	$2,735.28
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
	6					$227.94	$2,735.28

RATE PLAN - MACHINE TO MACHINE	Line Count	Discounted Monthly Access	Included Data	Shared Data / Group	Data Overage	Monthly Cost	Term Cost
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
						$0.00	$0.00

23% Discount applies to features of $24.99 and higher when combined with rate plans of $34.99 and higher.

FEATURES	Line Count	Discounted Monthly Access	Monthly Cost	Term Cost
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
			$0.00	$0.00

RATE PLANS AND FEATURES - ESTIMATED COST FOR TERM [Annual (12 Months)]:	$2,735.28

SEE SECOND PAGE FOR EQUIPMENT COSTS AND TOTALS

EQUIPMENT AND ACCESSORIES

QUARTERLY DEVICE PROMOTIONS	Line Count	Cost per Unit	Subtotal
Verizon Wireless MiFi 6620 (PP $27.99+)	6	$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
	6		$0.00

DEVICE	Line Count	Cost per Unit	Subtotal
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
			$0.00

Eligible accessories receive a 35% discount

ACCESSORIES	Line Count	Cost per Unit	Cost per Unit after Discount	Subtotal
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00

EQUIPMENT AND ACCESSORIES ESTIMATED COST	$0.00

INVESTMENT ESTIMATE	Monthly	Term Total
RATE PLAN AND FEATURES ESTIMATED COST FOR TERM [Annual (12 Months)]:	$227.94	$2,735.28
EQUIPMENT AND ACCESSORIES ESTIMATED COST:		$0.00
INVESTMENT TOTAL		$2,735.28

1Q15 BUSINESS BILL INCENTIVE CREDIT (BIC) PROMOTIONS	Line Count	BIC Amount	BIC Total
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
			$0.00

QUOTE ID 1516154225

Additional Notes:

* Charge does not include roaming charges, minutes used over allowance, etc. Please consult with your Sales Representative for more information.

** Equipment pricing and availability is subject to change.

*** All applicable price plan and feature discounts have already been applied

Service Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the State of Texas Department of Information Resources (DIR) Contract No. DIR-SDD-1779 Coverage, service and offers not available in all areas. Full terms and conditions, along with additional price plans offered by Verizon Wireless can be found on the http://www.dir.state.tx.us/ internet website. Price quotes do not reflect Federal Universal Service, E911 and Regulatory Fees, charges, or pass-through assessments. Please see information on Regulatory Surcharges and Fees below for additional details.

All quotes contained in this proposal are subject to the terms and conditions of the State of Texas DIR contract. Your accounts must be in good standing with Verizon wireless to migrate your existing lines of service to the pricing offered in this proposal if your Agency currently has service with Verizon Wireless.

Price Plan changes and discounts may take up to two bill cycles to appear on your Verizon Wireless billing statement for accounts transitioning to an approved State of Texas contract vehicle. As part of our compliance with FCC requirements, Verizon Wireless allows only GPS-compliant devices to be activated on our network. If your current device is not GPS-compliant you will not be able to activate service on our network with your existing equipment.

This Quotation is valid for ninety (90) days from date listed on quote (except for promotional pricing which may expire sooner). Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.

Updated 01/02/2015

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☑ Individual	☑ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Comm. Eduardo Cantu Employee ID#_____ Signature: Edu C

Department: Pct. 2 Adm Dept#: 122-005

Quantity: 1

Service: $37.99 /mo (x) ____ months = _____ Account: 5-1200-4310-122-005-0 -532

Service: $_____/mo (x) ____ months = _____ Account:_____ -619/664

Requisition Total: $2735.28 Requisition Number: 270137

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____ -532

Total:_____

(2) **Elected Official/Department Head Authorization for Request:**

Edu C	Comm. Eduardo Cantu	01/21/15
Signature	Print Name	Date

(3) **Executive Office Authorization (Commissioner's Court Departments Only):**

Signature	Print Name	Date

(4) **IT DEPARTMENT ONLY:**

Service Type Codes: HG Mobile Broadband Unl. @ 37.99 /mo.

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: ,http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☑ Individual	☑ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Armando Pompa Employee ID# 207888 Signature: [signature]

Department: Pct. 2 Adm Dept#: 122-005

Quantity: 1

Service: $37.99 /mo (x) ____ months = _____ Account: 5-1200-431-00-122-005-0532

Service: $_____ /mo (x) ____ months = _____ Account: _____-619/664

Requisition Total: $2735.28 Requisition Number: 270137

STIPEND

(1) Employee: _____ Employee ID# _____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $_____ /mo (x) ____ months = _____ Account: _____-532

Total: _____

(2) Elected Official/Department Head Authorization for Request:

Signature	Print Name	Date
[signature]	Commissioner Eduardo Cantu	01/21/15

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature	Print Name	Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: 4G Mobile Broadband Unl. @ 37.99/mo [signature]

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☑ Individual	☑ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Jorge D Hinojosa Employee ID# 207861 Signature: [signature]

Department: Pct. 2 Adm Dept#: 122-005

Quantity: 1

Service: $37.99 /mo (x) ____ months = _____ Account: 5-1200-431-00-122-0050-532

Service: $_____/mo (x) ____ months = _____ Account: _____-619/664

Requisition Total: $ 27.35 28 Requisition Number: 270137

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____-532

Total:_____

(2) Elected Official/Department Head Authorization for Request:

[signature] Comm. Eduardo Cantu 01/20/15

Signature Print Name Date

(3) Executive Office Authorization (Commissioner's Court Departments Only):

_____ _____ _____

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: 4G. Mobile Broadband Unl. @37.99 /mo.

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☑ Individual	☑ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Jose Calixto DeVara Employee ID# 201837 Signature: _____

Department: Pct. 2 Adm Dept#: 122-005

Quantity: 1

Service: $37.99 /mo (x) ____ months = _____ Account: 5-1200-431-00-122-005-0 **-532**

Service: $_____ /mo (x) ____ months = _____ Account: _____ **-619/664**

Requisition Total: $2735.28 **Requisition Number:** 270137

STIPEND

(1) Employee: _____ Employee ID# _____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $_____ /mo (x) ____ months = _____ Account: _____ **-532**

Total: _____

(2) Elected Official/Department Head Authorization for Request:

Signature	Print Name	Date
	Comm. Eduardo Cantu	01/21/15

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature	Print Name	Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: 4G. Mobile Broadband Unl. @ 37.99/mo

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☑ Office Use *or* ☐ Individual	☑ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Office Use Employee ID#: – Signature: –

Department: Pct. #2 Adm Dept#: 122-005

Quantity: 1

Service: $ 37.99 /mo (x) ____ months = _____ Account: 5-1200-431-00-122-005-0-532

Service: $_____/mo (x) ____ months = _____ Account: _____-619/664

Requisition Total: $ 2735.28 **Requisition Number:** 270137

STIPEND

(1) Employee: _____ Employee ID#_____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $_____/mo (x) ____ months = _____ Account: _____-532

Total: _____

(2) Elected Official/Department Head Authorization for Request:

Signature	Print Name	Date
	Comm Eduardo Cantu	01/21/15

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature	Print Name	Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: 4G. Mobile Broadband Unl. @ 37.99/mo.

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☑ Individual	☒ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Armando Garza Employee ID# 207845 Signature: [signature]

Department: Pct. 2 Adm Dept#: 122-005

Quantity: 1

Service: $ 37.99 /mo (x) ____ months = _____ Account: 5-120-431-40-122-005-0 -532

Service: $_____/mo (x) ____ months = _____ Account: _____ -619/664

Requisition Total: $ 2735.28 Requisition Number: 270137

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____ -532

Total:_____

(2) Elected Official/Department Head Authorization for Request:

[signature] Comm. Eduardo Canty 01/21/15

Signature Print Name Date

(3) Executive Office Authorization (Commissioner's Court Departments Only):

_____ _____ _____

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: 4G Mobile Broad band Unl. @ 31.99/mo

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

Requisition

Req # 00270137

PO #

Date: 01/21/15

Bill To: x
x

Vendor : 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: HIDALGO CO. PCT 2
300 WEST HALL ACRES, SUITE G
PHARR TX 78577

Contact: **ANGELA GARCIA**
956-787-1891

Contract No: **DIR-SDD-1779**

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-SDD-1779		
		DO NOT DUPLICATE ORDER		
12.00	MONTH	4G MOBILE BROADBAND UNLIMITED (NEW ACTIVATION) OFFICE USE @ $37.99 /MONTH X 12MO	37.99	455.88
12.00	MONTH	4G MOBILE BROADBAND UNLIMITED (NEW ACTIVATION) FOR COMMISSIONER EDUARDO CANTU @ $37.99/MONTH X 12 MONTHS	37.99	455.88
12.00	MONTH	4G MOBILE BROADBAND UNLIMITED (NEW ACTIVATION) FOR ARMANDO GARZA, CHIEF ADMINISTRATOR @ $37.99/MONTH X 12 MONTHS	37.99	455.88
12.00	MONTH	4G MOBILE BROADBAND UNLIMITED (NEW ACTIVATION) FOR JOSE CABEZA DE VACA, EXECUTIVE ASST. @ $37.99/MONTH X 12 MONTHS	37.99	455.88
12.00	MONTH	4G MOBILE BROADBAND UNLIMITED (NEW ACTIVATION) FOR ARMANDO POMPA, DIRECTOR OF FIELD OPERATIONS @ $37.99 /MONTH X 12 MONTH	37.99	455.88
12.00	MONTH	4G MOBILE BROADBAND UNLIMITED (NEW ACTIVATION) FOR JORGE HINOJOSA, EXECUTIVE ASST. IV @ $37.99/MONTH X 12 MONTHS	37.99	455.88
		Account No	Encumbrance	
		5-1200-431-00-122-005-0-532	2,735.28	
			Freight	.00
			Total	2,735.28
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI -48239 **IT Department** **13. D.**

CC - REGULAR

Meeting Date: 02/04/2015

Submitted By: Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

INFORMATION TECHNOLOGY

Authorization and approval to purchase new wireless device with service through the County's membership/participation with CONTRACT: DIR-SDD-1779 for VERIZON WIRELESS for the following:

Description:	User:	Service Plan:
New Data Card Activation	Office Use	4G Mobile Broadband Unlimited @ $37.99/month

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-415-00-200-001-0-532

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

BUDGETARY IMPACT:

Funds available through Req#00269946.

Attachments

Quote

Request Form

Requisition

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/23/2015 04:23 PM
Glinda Pacheco	Glinda Pacheco	01/27/2015 09:36 AM
Purchasing Department	Monica Badillo	01/30/2015 05:20 PM
Form Started By: Griselda Salazar		Started On: 01/23/2015 02:53 PM
Final Approval Date: 01/30/2015		

STATE OF TEXAS DIR CONTRACT NO. DIR-SDD-1779
WIRELESS TELECOM PROPOSAL FOR WIRELESS VOICE, DATA SERVICES AND EQUIPMENT

WIRELESS PROPOSAL FOR: Hidalgo County Pct 2
SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

QUOTE ID 141016154007
DATE 10/16/2014
TERM Annual (12 Months)

RATE PLAN AND FEATURES

RATE PLAN - SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Total Shared Minutes	Voice Overage	Monthly Cost	Term Cost
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
								$0.00	$0.00

RATE PLAN - NON SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Voice Overage	Monthly Cost	Term Cost
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
							$0.00	$0.00

RATE PLAN - MOBILE BROADBAND	Line Count	Discounted Monthly Access	Included TEXT / PIX / FLIX	Included Data	Data Overage	Monthly Cost	Term Cost
4G MOBILE BROADBAND UNLIMITED $37.99 1210	1	$37.99	N	Unlimited	$0.00	$37.99	$455.88
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
	1					$37.99	$455.88

RATE PLAN - MACHINE TO MACHINE	Line Count	Discounted Monthly Access	Included Data	Shared Data / Group	Data Overage	Monthly Cost	Term Cost
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
						$0.00	$0.00

23% Discount applies to features of $24.99 and higher when combined with rate plans of $34.99 and higher.

FEATURES	Line Count	Discounted Monthly Access	Monthly Cost	Term Cost
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
			$0.00	$0.00

RATE PLANS AND FEATURES - ESTIMATED COST FOR TERM [Annual (12 Months)]: $455.88

SEE SECOND PAGE FOR EQUIPMENT COSTS AND TOTALS

EQUIPMENT AND ACCESSORIES

QUARTERLY DEVICE PROMOTIONS	Line Count	Cost per Unit	Subtotal
Verizon Wireless MIFI 6620 (PP $27.99+)	1	$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
	1		$0.00

DEVICE	Line Count	Cost per Unit	Subtotal
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
			$0.00

Eligible accessories receive a 35% discount

ACCESSORIES	Line Count	Cost per Unit	Cost per Unit after Discount	Subtotal
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00

EQUIPMENT AND ACCESSORIES ESTIMATED COST:	$0.00

INVESTMENT ESTIMATE	Total
RATE PLAN AND FEATURES ESTIMATED COST FOR TERM [Annual (12 Months)]:	$455.88
EQUIPMENT AND ACCESSORIES ESTIMATED COST:	$0.00
INVESTMENT TOTAL	$455.88

4Q14 BUSINESS BILL INCENTIVE CREDIT (BIC) PROMOTIONS	Line Count	BIC Amount	BIC Total
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
			$0.00

QUOTE ID 141016154007

Additional Notes:

* Charge does not include roaming charges, minutes used over allowance, etc. Please consult with your Sales Representative for more information.
** Equipment pricing and availability is subject to change.
*** All applicable price plan and feature discounts have already been applied

Service Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the State of Texas Department of Information Resources (DIR) Contract No. DIR-SDD-1779 Coverage, service and offers not available in all areas. Full terms and conditions, along with additional price plans offered by Verizon Wireless can be found on the http://www.dir.state.tx.us/ internet website. Price quotes do not reflect Federal Universal Service, E911 and Regulatory Fees, charges, or pass-through assessments. Please see information on Regulatory Surcharges and Fees below for additional details.

All quotes contained in this proposal are subject to the terms and conditions of the State of Texas DIR contract. Your accounts must be in good standing with Verizon wireless to migrate your existing lines of service to the pricing offered in this proposal if your Agency currently has service with Verizon Wireless.

Price Plan changes and discounts may take up to two bill cycles to appear on your Verizon Wireless billing statement for accounts transitioning to an approved State of Texas contract vehicle. As part of our compliance with FCC requirements, Verizon Wireless allows only GPS-compliant devices to be activated on our network. If your current device is not GPS-compliant you will not be able to activate service on our network with your existing equipment.

This Quotation is valid for ninety (90) days from date listed on quote (except for promotional pricing which may expire sooner). Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.

Updated 8/15/2014

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	**Wireless Data Device:**	**Stipend:**
☒ Office Use *or* ☐ Individual	☒ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

(Office Use) / Employee: Office Use Employee ID#: _____ Signature: _____

Department: I.T. Dept#: 200

Quantity: 1

Service: $37.99/mo (x) 11 months = 417.89 Account: 5-1100-415-00-200-001-0 -532

Service: $_____/mo (x) ____ months = _____ Account: _____ -619/664

Requisition Total: 417.89 **Requisition Number:** 2699446

STIPEND

(1) Employee: _____ Employee ID#: _____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $_____/mo (x) ____ months = _____ Account: _____ -532

Total: _____

(2) Elected Official/Department Head Authorization for Request:

Signature	Print Name	Date
	Renan Ramirez	1/16/15

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature	Print Name	Date
	Valdez Guera	1/16/15

(4) IT DEPARTMENT ONLY:

Service Type Codes: Unlimited Data Plan @ $37.99 month.

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

Requisition

Req # 00269946

PO #

Date: 01/16/15

Bill To: x
x

Vendor : 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: GRISELDA
956-292-7010

Contract No: DIR-SDD-1779

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-SDD-1779		
		DO NOT DUPLICATE ORDER		
11.00	MONTH	Open PO for MiFi Unlimited Date Plan @ $37.99 month	37.99	417.89
		Account No	Encumbrance	
		5-1100-415-00-200-001-0-532	417.89	
			Freight	.00
			Total	417.89
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI -48254 **Urban County** **14. A.**

CC - REGULAR

Meeting Date: 02/04/2015

Submitted For: Olga Lerma, URBAN COUNTY **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Approval of land acquisition of Bar #3- Tract A for the Delta Area Connector/ East Lateral Project (GLO 12-406-000-6453/DRS 210068).

BACKGROUND

Funding is from the Texas General land Office Grant Round 2.1, allocated for the Delta Area Connector/East Lateral Drainage Project.

Account No. 6540-62-0100-5000-6200
Amount Available: $ 68,330.00

Fiscal Impact

Attachments

Appraisal Report Bar 3
Offer Letter Appraisal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/27/2015 10:12 AM
Purchasing Department	Monica Badillo	01/30/2015 05:20 PM
Form Started By: Olga Lerma		Started On: 01/26/2015 02:00 PM
Final Approval Date: 01/30/2015		

REAL ESTATE APPRAISAL REPORT
TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property: Monte Cristo Road (N/S), 0.12 miles East of Mile 4 Road West, Edcouch, TX
Property Owner: Texas Regional Bank, As Custodian For G. William Ruppert Rollover Roth IRA
Address of Property Owner: 1801 South McColl Road, McAllen, Texas 78503
Occupant's Name: Vacant

District: NA
ROW CSJ: NA
Parcel: Tract A
Federal Project No: NA

Whole: ☐ Partial: ☒ Acquisition
Highway: Delta Area Connector East Lateral Drain
County: Hidalgo

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and sulfur. If this acquisition is of less than the whole property, then any special benefits and/or damages to the remainder property must be included in accordance with the laws of Texas.

Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

Certificate of Appraiser

I hereby certify that, it is my opinion the total compensation for the acquisition of the herein described property is $68,330 as of May 10, 2014, based upon my independent appraisal and the exercise of my professional judgment; on August 14, 2013 and on May 10, 2014, and November 15, 2014 (date)(s), I personally inspected in the field the property herein appraised; I afforded First National Bank, the property owner or the representative (s) of the property owner, the opportunity to accompany me at the time of the inspection. The comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on May 15, 2014, I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of Hidalgo County Precinct #1 until authorized by County officials to do so, or until I am required to do so by due process of law or until I am released from this obligation by having publicly testified to such findings; and, my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

The appraiser has considered access damages in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB18 of the Texas 82nd Regular Legislative Session and finds as follows:

1. Is there a denial of direct access of the parcel? No (yes or no)
2. If so, is the denial of direct access material? N/A (yes, no, or not applicable)
3. The lack of any access denial or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of $ 0.00.

I certify to the best of my knowledge and belief that the statements of fact contained in this report are true and correct; the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions; I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved; and, my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement other than that due to the physical deterioration within the reasonable control of the owner has been disregarded in estimating the compensation for the property.

Leonel Garza III
Appraiser Signature

State Certified General Real Estate Appraiser – TX 1328375 – General
Certification Number

December 10, 2014
Date

To the best of my knowledge, the value does not include any items which are not compensable under the State law.

District Reviewing Appraiser Date

* A 6 *

Certificate of Appraisal

This appraisal report conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Standards Board of the Appraisal Foundation. The subject property was analyzed utilizing the Cost Approach to value, which is a Sales Comparison Approach to the subject as if vacant and includes the estimated depreciated market value of real estate improvements and site improvements located within the part to be acquired. This is further explained within each section of the appraisal report.

Client & Intended User

The client for this report is identified as Hidalgo County, under the direction of Hidalgo County Precinct No. 1 Honorable Hidalgo County Commissioner A.C. Cuellar Jr. The part to be acquired is for the expansion of the construction of a drainage canal which will traverse from north to south who's project limits are from just north of FM 1925 (Monte Cristo Road) to Mile 13 North Road all between Mile 1 West Road and Mile 2 West Road. The intended use of the report is to assist Commissioner A.C. Cuellar Jr., for future negotiations of acquiring a portion of said property as fee simple in the name of Hidalgo County. This report is not intended for any other use, unless specified by the client. The clients have identified that the report shall be a summary appraisal report, which is to conform to the ROW-A-6 Form Rev. 11/2011. The intended user of the report is defined as Hidalgo County, and may include governmental entities which may be participating in the project. Roy Gonzalez shall be the project manager for this project under the direction of Hidalgo County Precinct #1. Mr. Gonzalez has a local office located at 1902 Joe Stephens, STE. 101, Weslaco, Texas and can be contacted at (956) 969-8733.

Scope of the Assignment

By work order on behalf of the Hidalgo County, Hidalgo County Precinct #1, requested for Leonel Garza Jr. & Associates LLC to prepare an appraisal report of the part to be acquired as described by survey and metes and bounds created by Dos Land Surveying, LLC located at 1002 E. Expressway 83 Weslaco, Texas. The scope of the assignment is to appraise the area as fee simple in its present "as is condition" subject to governmental regulation, and in terms of a cash transaction. In addition, the scope is requiring the appraiser to make the extraordinary condition that the subject property is free from contamination of which could affect the overall market value of the subject property as a whole and the part to be acquired. The property owner shall be sent a letter of intent to inspect the subject property and offer any additional inspections on-site and in the presence of the owner(s) and or owner(s) representative (as requested in writing). In the event access is not granted to enter the subject area, the appraiser is to proceed off-site along existing road right-of-way as indicated by survey. The scope of the assignment requires that comparable market sales within the area be identified and analyzed for comparability and for their reliability in determining the estimated market value of the subject property. The sales have been collected, confirmed and analyzed with respect to comparability to the subject property. These comparable sales were gathered through various sources which included the Greater McAllen Multiple Listing Service, local Realtors & Brokers, Real Estate Appraisers, and conversations with various owners along the project. Listings and sales along Monte Cristo Road were also reviewed in order to determine the current market asking prices for property along the project. The appraisal report shall indicate the current market value of the subject property as per date of on-site and or off-site inspection without project influence as indicated by scope. The inspection is limited by the permissibility of the subject owner as per date of report. In the event an on-site inspection was not permitted, the appraiser continued the inspection off-site along existing road right of way. The property owner shall always reserve the right for a re-inspection of the subject parcel at a later date if requested in writing. This updated report is based on new information of other sales in the immediate market area provided by Mr. Rupert during a joint meeting with Leonel Garza III, Appraiser and Danny Guzman of Hidalgo County Precinct No. 1.

Purpose of the Appraisal Report

This appraisal is prepared for the purpose of estimating the current market value of the fee simple estate of the subject property in order to determine the value of the proposed right-of-way to be acquired, in the name of Hidalgo County. This appraisal does not include any enhancement in value resulting from items of intangible personal property such as marketing and management skill, an assembled work force, working capital, trade names, franchises, patents, trademarks, contracts, leases (mineral and or ground lease), or operating agreements and project influence (if any exist). Any improvements not located within the part to be acquired and outside of the permissibility of inspection as defined by the subject owner, shall be given a stated value based on the assessment established by the corresponding Appraisal District and or by off-site estimation by appraiser as they are not affected by the acquisition.

Property Rights Appraised

The property rights being appraised in this report consist of the fee simple estate and easement valuation of the subject property. Fee Simple Estate is defined by the Dictionary of Real Estate Appraisal, Fifth Edition, copyright 2010, page 78, by the Appraisal Institute as being: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat." In addition to the valuation of fee simple, the scope of the assignment is to evaluate the subject as an "Easement". According to the Dictionary of Real Estate Appraisal "An easement is the conveyance of certain property rights, but not ownership, to a parcel of real estate." By definition, the ownership of real estate is endowed with a bundle of rights. If there are any questions or concerns as to this definition of fee simple estate or easement, please feel free to contact Leonel Garza III at (956) 687-7295 or leonel3@garza-associates.com for further explanation.

Accessibility To Subject Property

As per scope of the assignment, the subject property shall be inspected in order to verify any and all improvements affected by the part to be acquired. In the event the remainder after the acquisition is affected by the proposed acquisition the remainder shall be inspected in order to determine damages (diminution) to market value if any exist. The property owner of record shall be sent a letter of intent to inspect and offer the opportunity for an on-site inspection in the presence of the appraiser, Leonel Garza III. The owner of record, as per the Hidalgo County Appraisal District was sent a letter of intent to inspect the subject property on the week of December 19, 2013. A copy of the certified letter is located within the addenda of this report. In the event no written or verbal permission was granted to the office of Leonel Garza Jr. & Associates LLC prior to date of inspection, the inspection proceeded off-site along existing road right-of-way as per scope. The property owner shall always reserve the right to contact the office of Leonel Garza Jr. & Associates LLC (956) 687-7295 or leonel3@garza-associates.com, after the date of inspection for an additional on-site inspection in their presence with appraiser, Leonel Garza III.

Analysis of Subject As A Whole

A survey of the property owners entire tract was not performed as the part to be acquired incorporates a portion of land located along the northern frontage of Monte Cristo Road. As per scope of the assignment, the subject property shall be analyzed based on the combined information of several sources including, the survey provided, on-site and or off-site inspection, personal interviews, and information gathered from the local appraisal district. The property was analyzed based on the whole property less any existing road right-of-way.

Economic Unit Analysis

The subject property shall be analyzed based on a 48.36 acre tract of land as estimated from discussions with Bill Rupert and Richard Rupert during a conference meeting held in the presence of Right of Way Agent Danny Guzman in November of 2014. The comparable sales used for the analysis of the subject property shall be based on this land area. The parent tract of the subject as a whole is approximately 109 acres. However, only the southern portion of the parent tract is affected by the proposed acquisition area. A pro-rata part of the whole shall be applied to the market valuation of the part to be acquired.

Part To Be Acquired

The proposed acquisition is comprised of fee land in which the gross land area to be acquired is 4.12 acres. The proposed acquisition has approximately 132.09' lineal feet of frontage along the northern boundary of Monte Cristo Road. The proposed acquisition, which is the subject of this report, shall be evaluated as a whole as determined by the approaches to market value selected. The subject shall be valued based on the highest and best use as a commercial along the frontage of Monte Cristo Road. This highest and best use is further explained on page 3.1 of this report.

Legal Description: Part To Be Acquired

A 4.12 (179,286 sq.ft) acre tract of land out of Lot 11, Block 99 Missouri Texas Land & Irrigation Company, Hidalgo County, Texas as per map records of Hidalgo County, Texas being that certain tract of land conveyed to First National Bank in a special warranty deed recorded in Document Number 2367926, Official Records of Hidalgo County, Texas.

Remainder Before & After Acquisition

The remainder, before and after the acquisition, is defined as the partial acquisition subtracted from the whole property which is described as the subject property. It is determined at the time of appraisal whether or not damages to the remainder are caused by the proposed part to be acquired. The highest and best use of the subject property before and after the proposed partial acquisition is analyzed to determine whether or not the use of the subject property will be altered as a result of the proposed part to be acquired. After a lengthy discussion with the property owners and their future plans of the subject property for subdivision development, it was determined by this appraiser that a diminution of market value is attributable to a portion of the remainder after only (Approximately 12.5 acres).

Property Tax Data

The property tax assessment was reviewed online and can be accessed via www.hidalgoad.org. According to the information provided by the Hidalgo County Appraisal District located at located at 4405 S. Professional Dr., Edinburg, Texas, the subject property was indicated to be under the ownership of Texas Regional Bank custodian for G William Ruppert IRA. This was found under the tax account M5500-00-099-0011-00.

OWNER OF RECORD	TEXAS REGIONAL BANK CUSTODIAN FOR G. WILLIAM RUPPERT IRA
PROPERTY TAX IDENTIFICATION NO.	241669
IMPROVEMENT VALUE	$ 0
LAND VALUE	$126,220
AGRICULTURAL VALUE	$ 21,617
ASSESSED VALUE	$ 21,617
EXEMPTIONS	AGRICULTURAL EXEMPTION

General Site Assessment Statement

This appraiser has made an on-site inspection of the subject property, and no obvious adverse environmental concerns or potentially hazardous materials were observed. This appraiser is not qualified to make a detailed environmental study and highly recommends that an inspection be made by a qualified environmental engineer if any environmental concerns exist. Leonel Garza Jr. & Associates LLC has performed this appraisal report under the hypothetical condition and extraordinary assumption that the subject property has not experienced any adverse environmental concerns which may influence its marketability and or value. A survey of the remainder of the subject property was not provided or necessary due to the acquisition being a partial taking. The extraordinary assumption is that neither adverse easements nor encroachments are located within the subject property which would affect the value of the whole, part to be acquired and the remainder before and after the acquisition. In addition, the subject property was observed to be generally level and typical of the surrounding market area. No severe low lying areas were observed, however, this appraiser is not an engineer and cannot certify to the topography or drainage of the subject property.

Utility Services Available

The subject is located in a region, which contains, potable water, electricity, and phone service, which is typical of the market area. The client, as per previous agreement with the public utility provider, informed the appraiser that all private utilities will be relocated, if affected by the part to be acquired and all necessary reconnections will be the responsibility of the utility provider.

Personal Property

As per scope of the assignment, no personal property located within the proposed right-of-way and the remainder before and after the acquisition shall be included for compensation, unless it was determined by the appraiser that these items shall be affected or damaged by the proposed acquisition. In the event the selected items are determined to be compensable, then they shall be included within the cost approach section of this report. A value which shall be either the cost to cure and or the cost of replacement shall be delineated for each item for clarity.

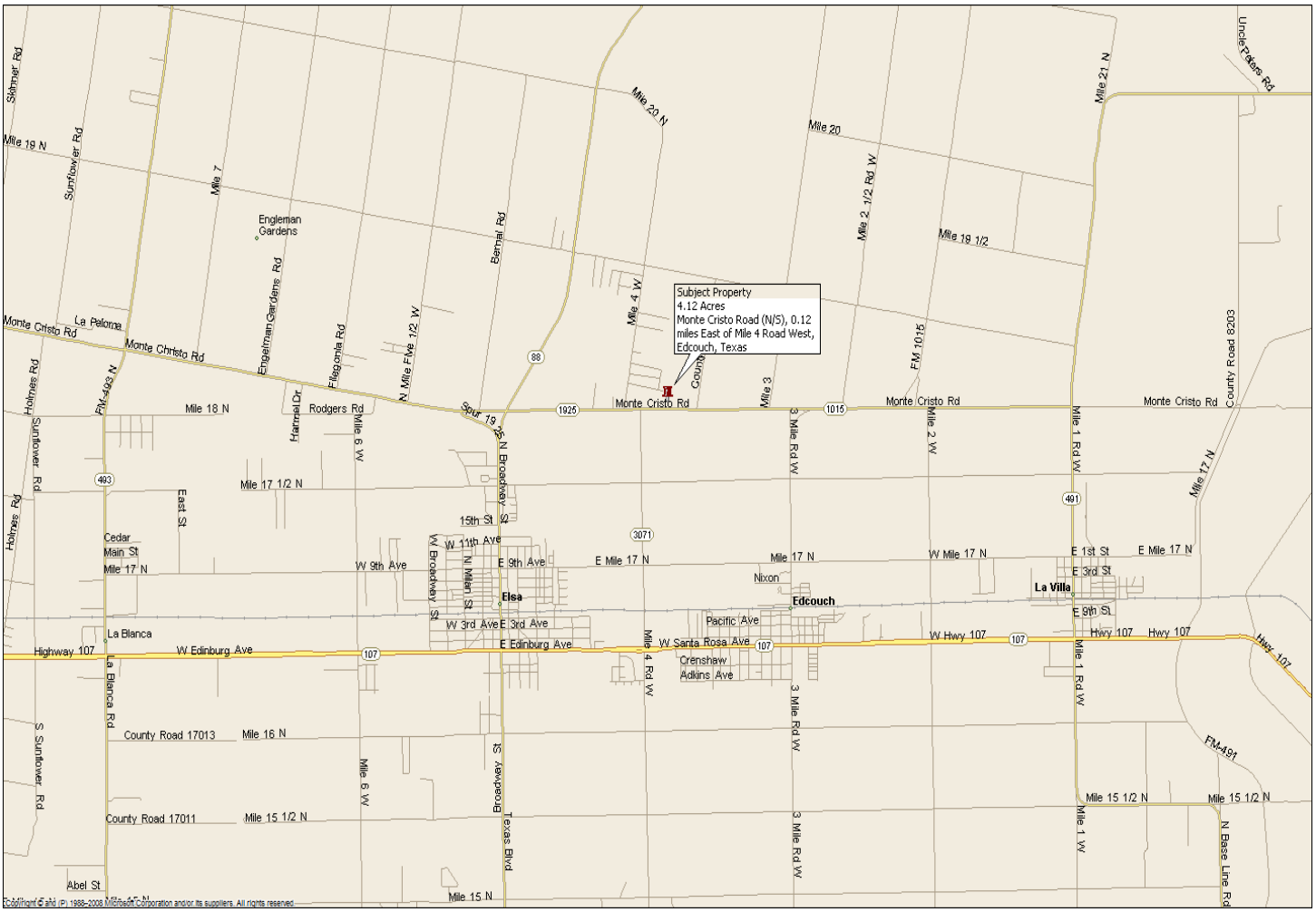
Current Listing Status

Based on the on-site inspection of the subject property no visible “For Sale” signs were located on-site indicated the subject property listed for sale. Additional research was conducted with local Realtor's® Multiple Listing Services and the subject property was not listed. In discussions with the owner of record, the property is not listed for sale at this time.

Exposure Time

Exposure time is defined as the "length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal." Based on research performed within the market area, an indicated twelve (12) months exposure time is indicated for the subject property. This was estimated based on current and past listings located within the market area which were reviewed during our sales search for comparables similar to the subject property.

LOCATION MAP OF SUBJECT PROPERTY



Microsoft® MapPoint 2009 (16.00.19.1500)

AERIAL PHOTOGRAPH OF SUBJECT PROPERTY

www.googleearth.com



AERIAL PHOTOGRAPH OF PART TO BE ACQUIRED

Google Earth (Closer View of Subject Property)



NOTE: THE PART TO BE ACQUIRED IS ESTIMATED AND DEPICTED BY THE YELLOW LINES. COMPLETE SURVEY OF SUBJECT AS A WHOLE WAS NOT PROVIDED BY SAM ENGINEERING & SURVEYING INC. AND IS ESTIMATED BASED ON INFORMATION GATHERED DURING THE INSPECTION OF THE SUBJECT PROPERTY OR THRU THE HIDALGO COUNTY APPRAISAL DISTRICT.

FIELD NOTES OF PART TO BE ACQUIRED (Page 1 of 2)

County: Hidalgo
Project: Hidalgo County Improvements
130.0 Foot Right of Way Easement

September, 2013

EXHIBIT "A"

Property Description
130.0' Foot Right of Way Easement

Being a 4.12 (179,286 sq.ft) acre tract of land out of Lot 11, Block 99 Missouri Texas Land & Irrigation Company, Hidalgo County, Texas as per map records of Hidalgo County, Texas being that certain tract of land conveyed to First National Bank in a special warranty deed recorded in document number 2367926, Official Records of Hidalgo County, Texas said 4.12 (179,286 sq.ft.) acre tract of land being more particularly described by metes and bounds as follows:

NOTE: ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (4205), NORTH AMERICAN DATUM OF 1983, 1993 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.000040;

BEGINNING at the half (1/2) inch iron rod found at the northeast corner of Bar Subdivision Unit No. 3 also being the northeast corner of Lot 17, Bar Subdivision Unit No. 3, Hidalgo County, Texas as per map recorded in volume 22, page 148, map records of Hidalgo County, Texas for the northwest corner of this tract of land and the **POINT OF BEGINNING;**

1. **THENCE,** East, 130.0 feet to a half (1/2) inch iron rod set with plastic cap stamped **"SAMES",** for the northeast corner of this tract of land;

2. **THENCE,** South, 1,367.42 feet to a half (1/2) inch iron rod set with plastic cap stamped **"SAMES",** for the southeast corner of this tract of land and the north right of way line of Montecristo Road;

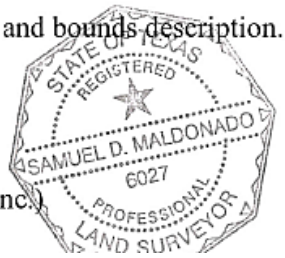
3. **THENCE**, South, 79°47'50" West, 132.09 feet to a half (1/2) inch iron rod set with plastic cap stamped "SAMES", along the north right of way line of Montecristo Road for the southwest corner of this tract of land;

4. **THENCE**, North, 1,390.82 feet to the point of beginning, containing 4.12 (179,286 sq.ft.) of an acre tract of land, more or less.

A parcel plat of even date accompanies this metes and bounds description.

9/16/2013

Samuel D. Maldonado, PE, RPLS
Registered Professional Land Surveyor
SAM Engineering and Surveying, Inc. (SAMES, Inc.)



SURVEY OF PART TO BE ACQUIRED (Page 2 of 2)



YELLOW HIGHLIGHT = PART TO BE ACQUIRED

PHOTOGRAPHS OF SUBJECT PROPERTY

Parcel No.: N/A

Local Address: Monte Cristo Road (N/S), 0.12 miles east of Mile 4 Road West, Edcouch, Texas

Date Taken: August 15, 2013

Taken By: Leonel Garza III

Point which taken: Photo 1: Monte Cristo Road
Photo 2: Monte Cristo Road

Looking: Photo 1: Northeastern View
Photo 2: Northern View



Photo 1
View of the subject property along Monte Cristo Road.



Photo 2
View of the proposed acquisition area along Monte Cristo Road.

Point which taken: Photo 3: Monte Cristo Road
Photo 4: Monte Cristo Road

Looking: Photo 3: Western View
Photo 4: Eastern View



Photo 3
Street view



Photo 4
Street view

DESCRIPTION OF PROPERTY:

The subject is a agricultural tract of land which is located along the north-side of Monte Cristo Road 0.14 miles east from Mile 4 Road West in Hidalgo County, Texas. The site as a whole consists of approximately 48.36 acres with frontage along the northern side of Monte Cristo Road. Based on the off-site inspection of the subject property, the subject was vacant and prepared for row crop farming. The scope of this assignment is to determine the market value of the part to be acquired as indicated by the survey provided by SAMES Engineering & Surveying, Inc., dated September 16, 2013. The area to be acquired shall consist of 132.09' lineal feet of frontage along Monte Cristo Road and a depth of 1,367.42' lineal feet on the east side and a depth of 1,390.82' lineal feet on the west side. The proposed acquisition area is indicated to be approximately 4.12 acres. Said property is currently owned in "Fee Simple Estate" and therefore shall be valued at 100% of the market value determined by the Sales Comparison Approach. This is performed in order to determine the unit market value (price per acre) of the part to be acquired as an easement of which is determined to be 90% of the market value. This percentage is based on the fact that the subject shall be an open drain ditch and the majority of the bundle of rights to said tract shall be limited to the fee simple owner of record. Therefore, a retention value of 10% is attributed to the fee owner of record. Therefore, the part to be acquired will be valued as an easement at 90% of the market value derived from the Sales Comparison Approach unit value. The acquisition shall be purchased in the name of the County of Hidalgo for the expansion of an existing drainage ditch.

AREA OR NEIGHBORHOOD ANALYSIS:

The subject property is located a rural portion of Hidalgo County east of the City of Edcouch-Elsa and North of the City of La Villa. The market area of the subject property can be described as being FM 1925 to the North, Mile 12 North to the South, FM 1425 to the East and FM 1015 to the West. Development to the east is limited due to the Floodway that traverses from Falcon Dam in Zapata County to its outlet in Willacy County East of the City of Raymondville. Development is limited to single family uses north and south of the City of La Villa and Single Family Residential developments in and around the City of La Villa and nearby Edcouch-Elsa to the West and Santa Rosa to the East. Highest and best use of subject property is for agricultural use for the interim with a future single family residential use.

SITE ANALYSIS

Five Year Sales History:
During the course of the appraisal, research was performed through the Hidalgo County Appraisal District to verify the current ownership of the subject property along with title information provided by the client. The property was transferred from First National Bank, as Trustee of Crew Properties LTD. ROTH 401L Plan to Texas Regional Bank, As Custodian For G. William Ruppert Rollover Roth IRA on September 11, 2014 and recorded under Special Warranty Deed Document No. 2367926 for an undisclosed consideration. A copy of the appraisal card and deed of the subject property is located in the Addenda of this report.

Legal Description:
All of Lot 11, Block 99, Missouri-Texas Land & Irrigation Company's Subdivision, Hidalgo County, Texas, according to map or plat recorded in Volume 1, Page 29, Map Records in the Office of the County Clerk of Hidalgo County, Texas.

Legal Description: (Part to be Acquired)
A 4.12 (179,286 sq.ft) acre tract of land out of Lot 11, Block 99 Missouri Texas Land & Irrigation Company, Hidalgo County, Texas as per map records of Hidalgo County, Texas being that certain tract of land conveyed to First National Bank in a special warranty deed recorded in Document Number 2367926, Official Records of Hidalgo County, Texas.

Improvements:
During the on-site inspection of the subject property no building improvements were indicated within the part to be acquired. No damages are indicated for the remainder, however, if site improvements are located within the proposed acquisition they shall be itemized on page 5.0 of this report for purposes of determining compensation. These site improvements within the acquisition are valued based on their depreciated cost value. In the event site improvements must be re-established within the remainder, a cost to cure shall apply and be added to the total compensation calculated. In addition, any utilities located within the part to be acquired of which are affected by the acquisition, shall be relocated as an item of construction and shall not be included within the compensation of the subject property.

Highest & Best Use Analysis:
The subject's highest and best use "as vacant" and "as if improved" is indicated for single family residential development with an interim agricultural use. This type of use is concurrent with the recent trends located along Monte Cristo Road and with other bisecting thoroughfares in the region. This highest and best use is based on the determined economic unit of the subject property as whole. When a property is evaluated, the highest and best use must always be considered. In the current case, the highest and best use of the whole is determined to be for residential development based on several factors. Factors taken into consideration are defined by The Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 135, by the Appraisal Institute as being: "The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and there results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity." The scope of the assignment is to evaluate the subject property as a whole, part to be acquired, and the remainder before and after the acquisition, while excluding project influence and is reported under the conditions set forth by Standards Rule 1-4(f) under the Jurisdictional Exception provision as defined by the Uniform Standards of Professional Appraisal Practice (USPAP). The highest and best use is analyzed for each of these scenarios as each parcel shall be evaluated before and after the proposed acquisition. As for the subject property the subject is confirmed to be for single family residential development with an interim as agricultural use.

VALUATION OF PART TO BE ACQUIRED

LAND VALUATION
Representative Comparable Sales

	Subject	Comp. No. 1		Comp. No. 2		Comp. No. 3	
Grantor	First National Bank	Moreno Family Limited Partnership, LTD		Jeffrey D. Bell		Xavier V. and Sally S. Moron	
Grantee	Texas Regional Bank custodian for G. William Ruppert IRA	Cardinal Lots, LTD		PJL Farms		Betty Ann Harbison	
Date	September 11, 2014	July 30, 2014		January 27, 2014		September 20, 2012	
Sales Price	$ -	$ 609,770		$ 387,000		$ 214,895	
Unit Price	$ - / Acre	$ 10,163	/ Acre	$ 10,000	/ Acre	$ 11,198	/ Acre
Relative Location	Average	Inferior	25%	Superior	-10%	Superior	-10%
Conditions of Sale	Cash To Seller	Similar	0%	Similar	0%	Similar	0%
Market Conditions	Average	Similar	0%	Similar	0%	Inferior	0%
Physical Characteristics	Typical of Market	Similar	0%	Similar	0%	Similar	0%
Financing	Conventional	Similar	0%	Similar	0%	Similar	0%
Available Utilities	Water/Elec/Phone	Similar	0%	Similar	0%	Similar	0%
Frontage	Monte Cristo Road	FM 2812	0%	East Mile 16 North Edcouch	0%	State Highway 107 Edcouch	0%
Size of Tract (Sf)	48.36 Acres	60.000 Ac	0%	38.700 Ac	0%	19.190 Ac	-5%
Net Adjustments			25%		-10%		-15%
Indicated Unit Value		$ 12,704	/ Acre	$ 9,000	/ Acre	$ 9,518	/ Acre

Estimated Unit Value of Fee Simple Area **$ 10,000 / Acre**
Estimated Unit Value of Easement Area **$ 9,000 / Acre**

Estimated Value by Sales Comparison Approach **(4.12 Acre x $9,000/Acre)** **$ 37,080**
(Includes Part To Be Acquired Only)- Fee Land

Report was updated based on new information provided by the property owner and representative Richard Rupert of a sale that occurred within ½ mile of the subject property for $10,000 per acre. The sale was confirmed but the recording information was not available at the time of this report. Due to the confirmation of this sale, this appraiser reconsidered the overall market value of the subject property and the overall adjustments made to the comparable sales selected as of the date of this report.

COMPARABLE DATA SUPPLEMENT

District: Southern | Parcel No.: N/A | Highway: Delta Area Connector East Lateral Drain

County: Hidalgo | ROW CSJ: N/A

Land Sale ☒ | Improved Sale ☐ | Rental Data ☐



Grantor/Lessor: Moreno Family Limited Partnership LTD | Grantee/Lessee: Cardinal Lots LTD

Date: July 30, 2014 | Recording Information: Deed No. 2535780 | Key Map:

Address: Corner North FM 493 | Zip Code: 78539

Legal Description: Lots 20, 22, 24, 26, 28, 30, Delta Orchards No. 2, Hidalgo County, Texas.

Confirmed Price: $ $609,770 | Verified with: MLS No. A172911S

Terms and Conditions of Sale: Cash To Seller

Rental Data: N/A

Land Size: 60.000 | Unit Price as Vacant: $10,163 / Acre

Type Street: Asphalt Paved – FM 2812 | Utilities: None

Improvement(s) Description: N/A

Improvement(s) Size: N/A (GBA): N/A (NRA): N/A | Unit Price as Improved $: N/A

Condition and Functional Design: N/A

Current Use: Vacant | Highest & Best Use: Low Density / Residential Use

Date of Inspection: July 30, 2014 | Zoning: Not Applicable | Flood Plain:

Attach additional information as necessary.

Appraiser: Leonel Garza III (Typed, not signed) | December 10, 2014 Date

COMPARABLE DATA SUPPLEMENT

District: Southern | Parcel No.: N/A | Highway: Delta Area Connector East Lateral Drain

County: Hidalgo | ROW CSJ: N/A

Land Sale ☒ Improved Sale ☐ Rental Data ☐



Grantor/Lessor: Jeffrey D. Bell | Grantee/Lessee: PJL Farms

Date: January 27, 2014 | Recording Information: Document Number 2481751 | Key Map:

Address: Mile 16 N. Road, 0.50 Miles East of Mile 5 W. Road, Elsa, Texas | Zip Code: 78543

Legal Description: A 38.70 acre tract of land out of Farm Tract 481, The West And Adams Tracts, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 2, Pages 34-37, Map Records, Hidalgo County, Texas.

Confirmed Price: $387,000 | Verified with: Grantee & Settlement Statement

Terms and Conditions of Sale: Cash To Seller

Rental Data: N/A

Land Size: 38.70 Acres | Unit Price as Vacant: $ 10,000 / Acre

Type Street: Caliche Paved (Mile 16 N. Road) | Utilities: Water / Electricity / Phone

Improvement(s) Description: N/A

Improvement(s) Size: N/A (GBA): N/A (NRA): N/A | Unit Price as Improved: $ N/A

Condition and Functional Design: N/A

Current Use: Vacant | Highest & Best Use: Single Family Residential / Agricultural Interim

Date of Inspection: May 15, 2014 | Zoning: Not Applicable | Flood Plain: Zone X

Attach additional information as necessary.

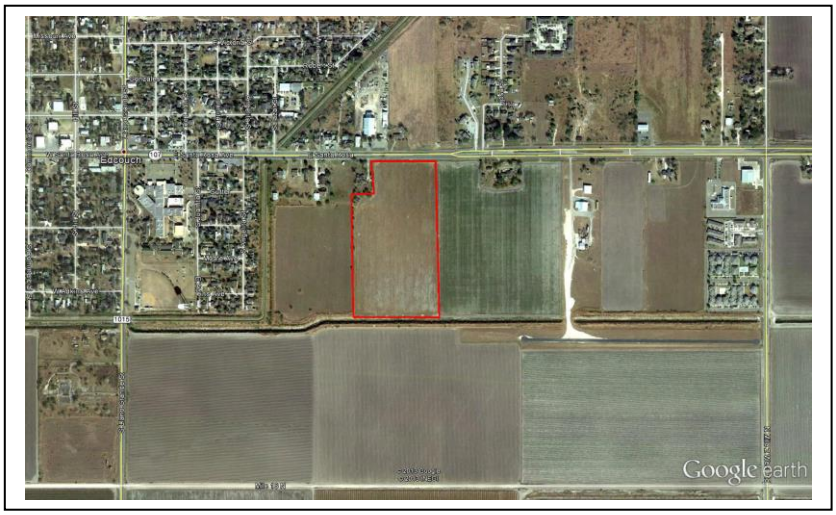
Appraiser: Leonel Garza III (Typed, not signed) | December 10, 2014 Date

COMPARABLE DATA SUPPLEMENT

District: Southern | Parcel No.: N/A | Highway: Delta Area Connector East Lateral Drain

County: Hidalgo | ROW CSJ: N/A

Land Sale ☒ Improved Sale ☐ Rental Data ☐



Grantor/Lessor: Xavier V. and Sally S. Moron | Grantee/Lessee: Betty Ann Harbison

Date: September 20, 2012 | Recording Information: Document Number 2348619 | Key Map:

Address: State Highway 107(E. Santa Rosa), 0.38 Miles East of FM 1015, Elsa, Texas. | Zip Code: 78543

Legal Description: A 19.19 acre tract of land out of the East 20.55 acres of the West 40.55 acres of Farm Tract 1150, West and Adams Tracts Subdivision, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 2, Pages 34-37, Map Records, Hidalgo County, Texas, and according to General Warranty Deed recorded in Volume 631, Page 522, Official Records, Hidalgo County, Texas.

Confirmed Price: $ 214,895 | Verified with: Grantee & Settlement Statement

Terms and Conditions of Sale: Cash To Seller

Rental Data: N/A

Land Size: 19.19 Acres / 835,916 Square Foot | Unit Price as Vacant: $11,198 / Acre

Type Street: Asphalt Paved – SH-107/Santa Rosa | Utilities: Water / Electricity / Phone

Improvement(s) Description: N/A

Improvement(s) Size: N/A (GBA): N/A (NRA): N/A | Unit Price as Improved: $ N/A

Condition and Functional Design: N/A

Current Use: Vacant | Highest & Best Use: Single Family Residential / Agricultural Interim

Date of Inspection: May 15, 2014 | Zoning: Not Applicable | Flood Plain: Zone X

Attach additional information as necessary.

Appraiser: Leonel Garza III (Typed, not signed) | December 10, 2014 Date

COMPARABLE SALES MAP



Explanation of Adjustments with Reconciliation:

During the analysis of the acquisition area, the value for the subject property as a whole or economic unit was determined. This determination of economic unit is utilized for the valuation of the proposed acquisition, which is a pro-rata part of the whole property. The local and extended market researched for comparable sales of which shall be utilized for the determination of market value. Each of the comparables selected are located within the immediate market area and are the most comparable to the subject of which all information pertinent to the transaction could be verified. Several sales were located within this parameter of which had occurred within the past two years. Three sales were selected which were the most comparable to the subject property and required the least number of overall adjustments. The following three comparable sales were reviewed for location, available utilities, financing, site utility, topography and other factors of which the real estate market shall recognized for the purchase of said tracts.

After reviewing the comparable sales selected, an unadjusted unit range of market value of $10,000 per acre to $11,198 per acre was indicated. After adjustments were made in paired sales analysis of the comparable sales to the subject property, an adjusted range of market value of $12,704 per acre to $9,000 per acre was indicated. Based on the existing developments and similar surrounding land use within the immediate market area, a unit value near the upper end of the adjusted range was selected; $10,000 per acre. In addition to the fee simple market value of the subject property, the scope of the assignment is to appraise the subject property as an “easement”. The part to be acquired is to be purchased as an easement as per scope of the assignment. In order to value this portion of the bundle of rights of said property, a discount of -10% from the fee simple market value is required. The proposed easement holder (i.e. Hidalgo County) shall have the right to construct an open drainage ditch within the designated area. Since the property shall be held in easement , the owner of record shall retail a portion of said bundle of rights to the Real Estate. Upon the permissibility of the easement holder, the fee simple owner may cross, farm, and utilize the surface of said tract of land if available. This is subject to review by the proposed easement holder, Hidalgo County, Texas. In the case of the subject property a value equating to 90% of the fee simple market value as the area to be acquired shall be an open drainage ditch and the fee simple owner shall have limited use to said acquisition area in the after state. Therefore, the area within the acquisition area to be purchased as “easement” shall be valued as follows:

Calculation For Part To Be Acquired

Fee Simple Unit Value	$10,000 /Acre
Easement Value ($10,000/Acre x 90%)	$ 9,000 /Acre

ESTIMATED VALUE OF ACQUISITION

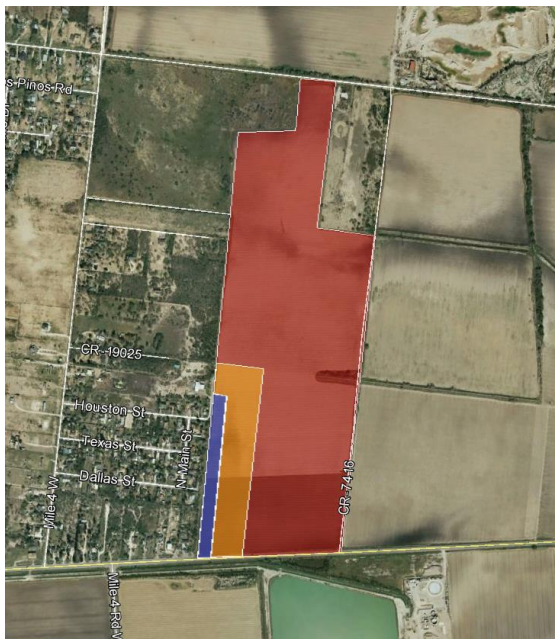
Land:	**4.12**	**Acre**	**@**	**$**	**9,000**	**Per Acre (Easement)**	**$ 37,080**

Improvements:	No Improvements	**$ -**
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
	Total Improvements	**$ -**

TOTAL ESTIMATED VALUE	**$ 37,080**
Cost To Cure Damages	**$ -**
Diminution of Market Value	**$ 31,250**
Estimated Total Compensation	**$ 68,330**

Diminution of Market Value Explanation

Based on the location and the dimensions of the part to be acquired, a diminution of market value is attributable to a portion of the remainder after. The part to be acquired shall incorporate a 4.12 acres of which will affect approximately 12.50 acres of land surrounding the acquisition area. The partial acquisition will cause the subject to be developed in a manner of which a loss of frontage along Monte Christo shall be lost. Due to the loss of frontage and the irregular shaped remainder, a diminution of 25% was indicated for the 12.5 acres immediately joining said taking.



ADDENDUM

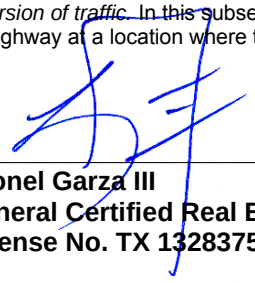
1. Certification of Appraisal
2. Assumption & Limiting Conditions
3. Qualification of Appraiser
4. Letter of Inspection Sent To Owner of Record Via Certified Mail
5. Certified Letter Tracking Information
6. Hidalgo County Appraisal District Card
7. Warranty Deed
8. Questionnaire

Certification of Appraisal

I, Leonel Garza III, certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- The employment and compensation of this appraiser in completing this appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice).*
- I have made a personal on-site and or off-site visit of the property that is the subject of this report based on the permissibility granted at the time of inspection.
- Thomas M. Davis, State Certified General Real Estate Appraiser s with Leonel Garza Jr. & Associates LLC both provided significant professional assistance in the preparation of this report not limited to a physical inspection, taking of photographs of the subject property and value analysis.
- No one other than those mentioned within this certification provided significant real property appraisal assistance to the person(s) signing this certification.
- The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute;
- I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. I also acknowledge that Leonel Garza III is an associate member of the Appraisal Institute and is not an MAI Designated Appraiser, however is currently seeking designation. Leonel Garza III is designated as a Master Real Estate Appraiser through the National Association of Master Appraisers.
- The employment and compensation of this appraiser in completing this appraisal assignment was not based on a requested minimum valuation, a specific valuation. This report was not prepared under the standards required by financial institutions for purposes of applying for a loan
- The office of Leonel Garza Jr. & Associates LLC has not appraised the subject property within the last five (5) years from the date of this report.
- This appraisal has been completed with the extraordinary assumption, that any and all access denial issues are clearly stated within the scope of this assignment and have been included within the surveys and field notes provided by client. The Texas Department of Transportation can control access in the future by way of permit at the time of redevelopment or re-subdivision of the subject property and or by way of the Access Management Policy enacted by the State of Texas. This assignment was engaged in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB 18 of the Texas 82nd Regular Legislative Session as follows:

  "(d) In estimating injury or benefit under Subsection C, the special commissioners shall consider an injury or benefit that is peculiar to the property owner and that relates to the property owner's ownership, use, or enjoyment of the particular parcel of real property including a material impairment of direct access on or off the remaining property that affects the market value of the remaining property, but they may not consider an injury or benefit that the property owners experiences in common with the general community, *including circuity of travel and diversion of traffic.* In this subsection, 'direct access' to the remainder after the state's means ingress and egress on or off a public road, street, or highway at a location where the remaining property adjoins that road, street or highway"



Leonel Garza III
General Certified Real Estate Appraiser
License No. TX 1328375 – General

ASSUMPTIONS AND LIMITING CONDITIONS

This report has been prepared with the following general assumptions:

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.

2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.

3. Responsible ownership and competent property management are assumed.

4. The information furnished by others is believed to be reliable,. but no warranty is given for its accuracy.

5. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

6. It is assumed that there are no hidden or un-apparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

7. It is assumed that the property is a full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the appraisal report.

8. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

9. It is assumed that the use of the land and improvements is confined within the boundaries or property line of the property described and that there is no encroachment or trespass unless noted in the report.

11. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by this appraiser. The appraiser does not have any knowledge of the existence of such material on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

General Limiting Conditions:

1. Any allocation of the total value of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

2. Possession of this report, or a copy thereof, does not carry with it the right of publication.

3. The appraiser, by reason of this appraisal, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.

4. Neither all or any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.

5. If the property rights appraised are the “Leased Fee Estate”, then the Final Indicated Market Value Estimate is based on the continued performance under the lease terms.

6. The original and one copy of this report have been signed in blue ink. Any other copy, which is not signed in blue may have been altered, and this appraiser is not responsible for its contents or value indicated.

Assumptions and Interpretations Made by Appraiser of the Marketing Period

1. Indicated Marketing Time: Begins with the date of value estimate and the exposure time indicated.

2. Exposure to the Open Market: Listing the property on the market for sale with a Realtor, member of Multiple Listing Service, or a licensed Real Estate Broker, that will properly expose the property to the Market. This appraiser does not consider a sign placed by a bank on the property as proper marketing. If the property is presently listed for sale on the market, this appraiser must be notified prior to the completion of the appraisal.

3. Exposure Time: The length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.

QUALIFICATIONS OF APPRAISER – LEONEL GARZA III

The office of Leonel Garza Jr. & Associates LLC is owned and operated by Leonel Garza III. A company founded by Leonel Garza Jr. who was a commercial real estate appraiser for more than 25 years. Leonel Garza III continued the family business since 1998, concentrating on general commercial properties and right-of-way acquisition projects for more than 13 years. The office of Leonel Garza Jr. & Associates LLC contains three (3) General Certified Appraisers in total and several supporting staff members all located at 1419 Dove Avenue, Suite #1, McAllen, Texas. The following is a synopsis of the qualifications of Leonel Garza III and the public service organizations involved in with the County of Hidalgo and the City of McAllen.

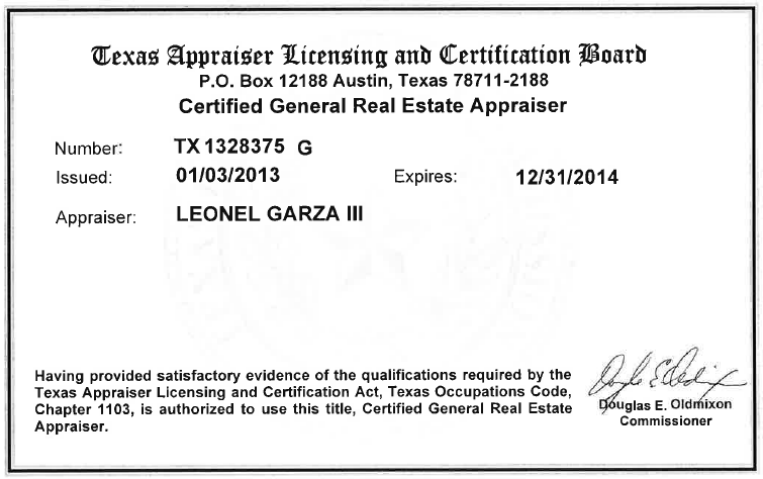
Education

Graduate, 1995, Texas A&M University, College Station, Texas (Bachelor of Science in Biomedical Science)
Graduate, 1991 McAllen Memorial High School, McAllen, Texas

Licenses

State Certified General Real Estate Appraiser
Number TX - 1328375-General
Licensed Since December 31, 1998
Expires: December 31, 2014 (Active)

State Certified Property Tax Consultant
Number TX – 00003181
Licensed Since May 20, 2002
Expires: June 16, 2015 (Active)



Texas Appraiser Licensing and Certification Board
P.O. Box 12188 Austin, Texas 78711-2188
Certified General Real Estate Appraiser

Number: TX 1328375 G
Issued: 01/03/2013 Expires: 12/31/2014
Appraiser: LEONEL GARZA III

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified General Real Estate Appraiser.

Douglas E. Oldmixon
Commissioner

Public Service Organizations

Associate Member of the Appraisal Institute
Currently taking courses toward the designation of MAI through the Appraisal Institute.

National Association of Master Appraisers
Designated as a Master Senior Appraiser in 2006 by the National Association of Master Appraisers. This designation is obtained thru educational requirements and experience.

Associate Member of the International Right of Way Association (IRWA) (Member # 7899430)

Vice Chairman & Board Member of the City of McAllen Planning and Zoning Board
This board is charged with submitting reports, plans, and recommendations to the City Commission for the orderly growth, development, and welfare of the City. They review and make recommendations on zoning change requests, conditional use permits for longer than one year, and variances to Subdivision Ordinance requirements for development.

Former Chairman of the City of McAllen Zoning Board of Adjustments and Appeals
This city board has the duty to hear and decide appeals where it is alleged there is error in any requirement, or determination made administratively in the enforcement of the Zoning Ordinance. The Board hears appeals that grant variances to setback requirements and special exceptions to reconstruction of nonconforming buildings.

Chairman of the Hidalgo County Subdivision Advisory Board
This county board on subdivision reviews primary goal is to ensure that proper standards, set by Texas Water Development Board and the Texas Subdivision Model Rules and or opinions from the Texas State Attorney Generals Office, are conducted in the development of proposed subdivision within the County of Hidalgo and or Extraterritorial Jurisdiction of municipalities throughout the County of Hidalgo. The boards secondary function is to review applications for variances against the Flood Plain Administrators decisions of the base flood elevations throughout the County of Hidalgo.

Chairman of the Hidalgo County Building Line of Adjustments
This county board reviews applications of variances to general set-back regulations set forth by the County of Hidalgo. This review includes the review of existing and or proposed encroachments into set-backs, easements, road right-of-way set-back, subdivision plat requirements and or requirements set forth by adjoining municipalities of which the subject is within the extraterritorial jurisdiction.

Board Member of the City of McAllen Traffic Board
Makes recommendations to the City Commission in order to reduce and eliminate traffic congestion and flow throughout the City . (Elected Vice Chairman 01/26/10 to 02/30/12)

Former Executive Board Member of the Lower Rio Grande Valley Boy Scouts Council
The goal of the council is to maintain membership and the continued progress of the boy scouts within the Lower Rio Grande Valley. The council shall maintain progress reports of financial status of the council and plan for events world wide which local children may participate as a representative of the council. These events include the World Jamboree and the National Jamboree.

Former Vice Chairman of the City of McAllen Ambulance Advisory Committee
Evaluates and reports to the City Commission on the operation of the emergency ambulance service rendered by company or companies rendering such service.

Former Member of the City of McAllen Building Board of Adjustments and Appeals
The BBOA reviews the decision of City Staff for the demolition of properties deemed unsafe through the City for a variety of reasons. The board review all facts and concerns and make the decision to secure or proceed with demolition based upon the safety of the neighboring property owners and occupants. The greatest concern for the commission is the safety of the surrounding neighborhood occupants.

Former Member of the Pharr Municipal Park Charter Committee
Appointed in 1998-1999, our goal was to establish a 103 acre master planned recreational park to the City of Pharr during our membership with the City of Pharr Leadership Class X.

Member of The McAllen Palm City Lions Club
Direct the fund raising for the annual Thanksgiving Drive on behalf of Lion Leonel Garza Jr. who founded the drive more than 20 years ago. In 2005 & 2006, the club raised funds to feed 60 family's throughout the City of McAllen.

Other Work Experience

- Employee of Leonel Garza Jr. & Associates since 1990
- State Certified General Real Estate Appraiser since December 31, 1998
- Owner of G-3 Acquisitions which primary focus is custom commercial and multifamily residential construction and management.

- Commercial and residential property manager throughout the City of McAllen & Pharr, Texas.
- Licensed Property Tax Consultant Since 2000.
- Appraiser Trainee from 1995 thru 1998 under the sponsorship of Leonel Garza Jr. who was a State Certified General Real Estate Appraiser & Board Member of the Texas State Appraisal Review Board from October 23, 1995 Through September 15, 1998. Appointed by Governor George W. Bush for two (2) terms.

State of Texas

Historically Underutilized Business Certification and Compliance Program

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

LEONEL GARZA, JR. & ASSOCIATES, LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB.

This certificate, printed 14-AUG-2010, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Paul A. Gibson

Certificate/VID Number:	1742948770900
File/Vendor Number:	14984
Approval Date:	09-AUG-2010
Expiration Date:	09-AUG-2014

Paul A. Gibson
Statewide HUB Program Manager
Texas Comptroller of Public Accounts
Texas Procurement and Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (http://www.window.state.tx.us/procurement//cmbl/hubonly.html) or by contacting the HUB Program at (888) 863-5881 or (512) 463-5872.

CERTIFIED LETTER OF INSPECTION SENT TO PROPERTY OWNER OF RECORD

Leonel Garza Jr. & Associates LLC
Real Estate Appraisal Services

1419 Dove, Suite 1 - McAllen, Texas 78504
(956) 687-7295 (24 hour answering service) Fax (956) 687-9236
Email: leonel3@garza-associates.com

December 19, 2013

Project: Delta Area Connector/East Lateral Drain

First National Bank Trustee
7201 N 10th Street
McAllen, Texas 78504

To Whom It May Concern:
Leonel Garza Jr. & Associates LLC has been contracted by Hidalgo County Urban County Program to appraise various properties for the expansion of a proposed drain ditch to be known as the "Delta Area Connector / East Lateral Drain Ditch. The project extends from Mile 12 ½ North Road to just north of FM 1925 (Monte Cristo Road) between Mile 2 West and Mile 1 West Road in Hidalgo County, Texas.

Attached is a survey of the easement to be acquired. This office is requesting verbal or written permission to inspect the subject property at the earliest date possible in order to locate the part to be acquired and photograph the area. We would like to extend the opportunity to meet with our office, on-site, in order to further explain the project and the purpose of the appraisal report.

The Hidalgo County Urban County Program along with the County of Hidalgo Precinct No. 1 Right of Way Agents shall be negotiating the purchase of this portion of your property. As per the Hidalgo County Appraisal District (www.hidalgoad.org) it is indicated that the subject property is in the name of James B. Carlson. If you or your representatives wish to meet with our office to discuss the purpose of the appraisal and join us for an on-site inspection of your land, contact our office at (956) 687-7295 or leonel3@garza-associates.com. I will be researching the market area for any and all real estate sales, and would appreciate any leads or information in which you may have. If this letter does not pertain to you and or you have sold said property, please notify our office as soon as possible so that the proper owner can be notified of the project.

With this letter I request permission to perform an on-site inspection and photograph your property. If access is restricted by a perimeter fence or gate, the inspection shall remain off-site along existing road right of way or existing drainage easements in the area. If you have any objections to our inspection of your property please call the office of Leonel Garza Jr. and Associates LLC at (956) 687-7295 as soon as possible. Thank you.

Sincerely,

Leonel Garza III
State Certified General
Real Estate Appraiser
TX1328375-General

Cc: Hidalgo County Precinct No. 1
Roy Gonzalez / Danny Guzman, Right of Way Agents
Office (956) 968-8733
1902 Joe Stephens Avenue
Weslaco, Texas 78596

Leonel Garza Jr. & Associates LLC

CERTIFIED LETTER TRACKING INFORMATION



PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL™

7012 2920 0001 5645 5122

7012 2920 0001 5645 5122

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

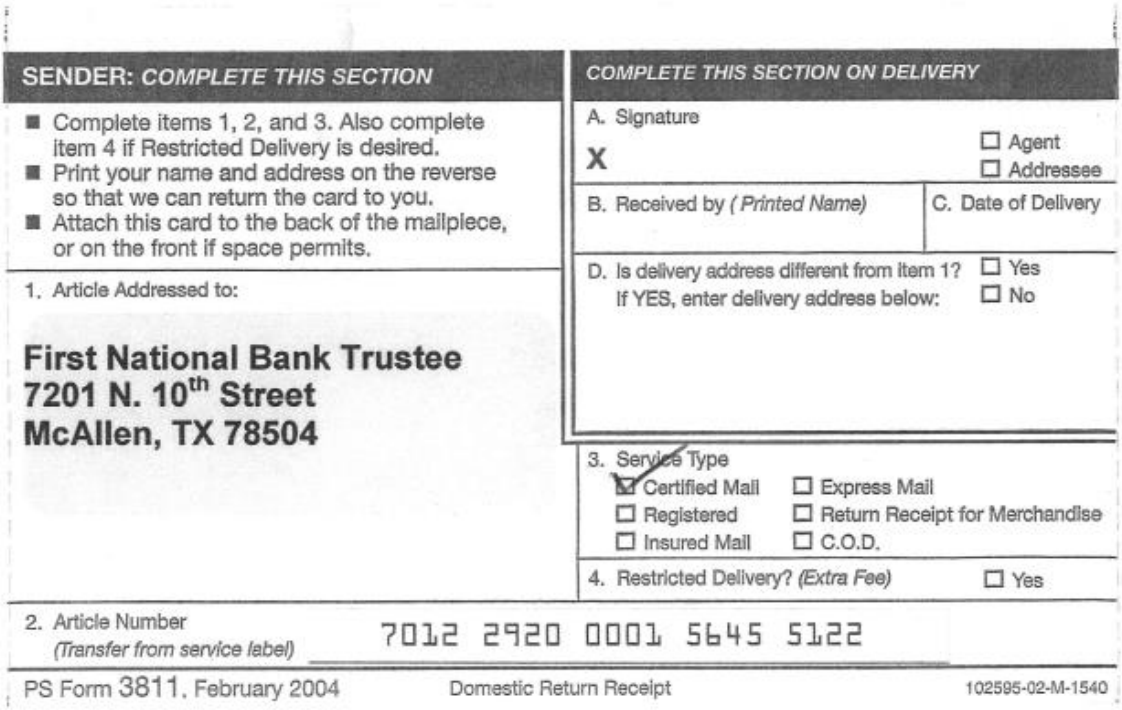
Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

Postmark Here

Sent To
Street, Apt. No.; or PO Box No.
City, State, ZIP+4

First National Bank Trustee
7201 N. 10th Street
McAllen, TX 78504

PS Form 3800, August 2006 See Reverse for Instructions



SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

First National Bank Trustee
7201 N. 10th Street
McAllen, TX 78504

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number *(Transfer from service label)* 7012 2920 0001 5645 5122

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

HIDALGO COUNTY APPRAISAL DISTRICT CARD

Hidalgo CAD

Property Search Results > 241669 TEXAS REGIONAL BANK for Year 2015

Property

Account

Property ID:	241669	Legal Description:	MO-TEX LOT 11 BLK 99 48,36 AC
Geographic ID:	M5500-00-099-0011-00	Agent Code:	
Type:	Real		
Property Use Code:			
Property Use Description:			

Location

Address:	MONTE CRISTO RD TX	Mapsco:	
Neighborhood:	MO-TEX	Map ID:	
Neighborhood CD:	M550000		

Owner

Name:	TEXAS REGIONAL BANK	Owner ID:	1036639
Mailing Address:	CUSTODIAN FOR G WILLIAM RUPPERT IRA 1801 S MCCOLL RD MCALLEN, TX 78503	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	N/A		
(+) Improvement Non-Homesite Value:	+	N/A		
(+) Land Homesite Value:	+	N/A		
(+) Land Non-Homesite Value:	+	N/A	Ag / Timber Use Value	
(+) Agricultural Market Valuation:	+	N/A		N/A
(+) Timber Market Valuation:	+	N/A		N/A
(=) Market Value:	=	N/A		
(–) Ag or Timber Use Value Reduction:	–	N/A		
(=) Appraised Value:	=	N/A		
(–) HS Cap:	–	N/A		
(=) Assessed Value:	=	N/A		

Taxing Jurisdiction

Owner: TEXAS REGIONAL BANK
% Ownership: 100.0000000000%
Total Value: N/A

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	N/A	N/A	N/A	N/A
DR1	DRAINAGE DISTRICT #1	N/A	N/A	N/A	N/A
FD2	EMS DIST #02	N/A	N/A	N/A	N/A
GHD	HIDALGO COUNTY	N/A	N/A	N/A	N/A
JCC	SOUTH TEXAS COLLEGE	N/A	N/A	N/A	N/A
R10	ROAD DIST 10	N/A	N/A	N/A	N/A
SEE	EDCOUCH ELSA	N/A	N/A	N/A	N/A
SST	SOUTH TEXAS SCHOOL	N/A	N/A	N/A	N/A
WDL	DELTA LAKE WTR DIST	N/A	N/A	N/A	N/A

Total Tax Rate:	N/A		
		Taxes w/Current Exemptions:	N/A
		Taxes w/o Exemptions:	N/A

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	H	1WETFARM	48.3600	2106561.60	0.00	0.00	N/A	N/A

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2015	N/A	N/A	N/A	N/A	N/A	N/A
2014	$0	$126,220	21,617	21,617	$0	$21,617
2013	$0	$107,287	20,698	20,698	$0	$20,698
2012	$0	$126,220	20,166	20,166	$0	$20,166

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	9/11/2014 12:00:00 AM	SWD	SPEC. W/D	FIRST NATIONAL B	TEXAS REGIONAL I			2547369
2	12/20/2012 12:00:00 AM	SWD	SPEC. W/D	FIRST NATIONAL B	FIRST NATIONAL B			2367926
3	9/19/2008 12:00:00 AM	SWD	SPEC. W/D	TEXAS STATE BANI	FIRST NATIONAL B			1930036

2547369

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Special Warranty Deed

Date: 09 09 2014

Grantor: PLAINSCAPTIAL BANK, SUCCESSOR BY PURCHASE AND ASSUMPTION TO THE FIDUCIARY OFFICES OF FIRST NATIONAL BANK, AS TRUSTEE OF CREW PROPERTIES LTD. ROTH 401K PLAN

Grantor's Mailing Address:

7201 N. 10th St., McAllen, Texas 78504

Grantee: TEXAS REGIONAL BANK, AS CUSTODIAN FOR G. WILLIAM RUPPERT ROLLOVER ROTH IRA

Grantee's Mailing Address:

1801 S. McColl Rd., McAllen, Texas 78503

Consideration:

TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

All of Lot 11, Block 99, MISSOURI-TEXAS LAND & IRRIGATION COMPANY'S SUBDIVISION, Hidalgo County, Texas, according to map or plat recorded in Volume 1, Page 29, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not, including but not limited to the Right of Way Easement dated January 19, 2010, executed by Carroll W. Sturgis, as Vice-President and Sr. Trust Officer, of First National Bank, as First Successor Custodian for G. William Ruppert IRA recorded as Document Number 2070855 in Hidalgo County, Texas; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2014, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years

due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties except for limited warranties of title set forth in this deed.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR
PLAINSCAPTIAL BANK, SUCCESSOR BY PURCHASE AND ASSUMPTION TO THE FIDUCIARY OFFICES OF FIRST NATIONAL BANK, AS TRUSTEE OF CREW PROPERTIES LTD. ROTH 401K PLAN

By: _____
(Signature)

YVONNE A TREVINO
(Print Name)

VICE PRESIDENT
(Print Title)

GRANTEE
TEXAS REGIONAL BANK, AS CUSTODIAN FOR G. WILLIAM RUPPERT ROLLOVER ROTH IRA

By: _____
(Signature)

HORTENCIA VILLARREAL
(Print Name)

SENIOR VICE PRESIDENT / TRUST OFFICER
(Print Title)

WARRANTY DEED (Page 3 of 3)

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on September 9, 2014 by Yvonne Trevino (Print Name), as VP (Print Title), of PLAINSCAPTIAL BANK, SUCCESSOR BY PURCHASE AND ASSUMPTION TO THE FIDUCIARY OFFICES OF FIRST NATIONAL BANK, AS TRUSTEE OF CREW PROPERTIES LTD. ROTH 401K PLAN, on behalf of said bank, as Grantor.

NANCY LONGINO ROSALES
Notary Public. State of Texas
My Commission Expires
AUGUST 12, 2017

Notary Public, State of Texas
My commission expires: 8-12-17

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on Sept 9, 2014 by Terrace G. William Ruppert (Print Name), as Sr. VP & TO (Print Title), of TEXAS REGIONAL BANK, AS CUSTODIAN FOR G. WILLIAM RUPPERT ROLLOVER ROTH IRA, on behalf of said bank, as Grantee.

VALERIE RAKOCZY
Notary Public, State of Texas
My Commission Expires
September 19, 2018

Notary Public, State of Texas
My commission expires: 9.19.18

PREPARED IN THE OFFICE OF:
Jose Cano, Attorney at Law
Trenton View
7001 N. 10th St., Suite No. 302
McAllen, Texas 78504
Tel: 956.686.3820
Fax: 956.686.5350

AFTER RECORDING RETURN TO:
TEXAS REGIONAL BANK, AS
CUSTODIAN FOR G. WILLIAM RUPPERT
ROLLOVER ROTH IRA
1801 S. McColl Rd.
McAllen, Texas 78503

QUESTIONNAIRE (Page 1 of 2)

Leonel Garza Jr. & Associates LLC

Appraisal Services Questionnaire – Delta Area Connector/East Lateral Drainage Project

December 19, 2013

The following information is required in order to expedite the completion of appraisal reports requested by the Hidalgo County Precinct No. 1. If there are any questions or concerns, you can contact Leonel Garza III of Leonel Garza Jr. & Associates LLC at (956) 687-7295 or by email at leonel3@garza-associates.com.

1. **Parcel No.** (FNB)
2. **Owner(s) of Record:** same
3. **Who Is Authorized To Make Decisions For This Property?** Bill Ruppert
4. **Contact Numbers:** (956) 624-8226
5. **Mailing Address:** c/o Plains Capital Bank Wealth Mgt & Trust
   7201 N 10th 2nd Fl McAllen TX 78504
6. **Date of Purchase:** n/a
7. **Original Purchase Price of Property:** n/a
8. **Number of Acres (SF) Purchased:** n/a
9. **Do You Have A Current Survey of The Subject Property?**
   ☐ Yes ☑ No
10. **Do You Have An Opinion of Value of Your Property?**
    ☑ Yes ☐ No
    Explain will discuss upon receipt of your appraisal
11. **Have There Been Any Recent Changes In Ownership In The Past Five Years?**
    ☐ Yes ☐ No
    Explain not really - moved from IRA to 401K
12. **Are There Any Leases and or Pending Subdivisions?**
    (building leases, farming leases, re-platting, proposed subdivision ect.)
    ☑ Yes ☐ No
    Explain farm lease w/ Hargill Gin

1

QUESTIONNAIRE (Page 2 of 2)

13. Any Underground Site Improvements Along The Frontage Of The Subject Property?

☐ Yes ☐ No

Explain none by current owner

14. Comments, Concerns or Special Request:

will not be available until Jan 15, 2014 – please contact

15. Does the Office of Leonel Garza Jr. & Associates LLC have permission to enter your property to photograph and measure any land and improvements which may be affected by the proposed acquisition?

☒ Yes ☐ No

Would you like to be with the Appraiser for an on-site inspection of the subject property?

☒ Yes ☐ No

If NO, do you acknowledge that the Appraiser has afforded you or representative the opportunity to inspect the subject property, but decline?

☐ Yes ☐ No

Leonel Garza Jr. & Associates LLC shall be available during normal working hours to answer any questions or concerns you may have in the future.

Leonel Garza III – General Certified Appraiser
Leonel Garza Jr. & Associates LLC
1419 Dove Avenue, Suite #1, McAllen, Texas 78504
(956) 687-7295 (Office) / (956) 687-9236 (Fax)
leonel3@garza-associates.com

Plains Capital Bank by:

N Rosales — 1/6/14

Authorized Signature **Date**

Nancy Rosales VP

Print Name Wealth Mgt Trust

A.C. CUELLAR JR.
COMMISSIONER PRECINCT 1

HIDALGO COUNTY
902 JOE STEPHENS STE 101
WESLACO, TEXAS 78596
PH 956 968 3741
FAX 956 968 8172

Date: 12/15/14

County: Hidalgo
Federal Project No.: N/A
Highway: Delta Area Connector/East Lateral

ROW GLO: 12-406-000-6453/DRS 210068
Parcel: Tract A
From: 0.12 Miles East of Mile 4 West on Monte Cristo Road, Edcouch, Texas

BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED NO. 7012-3460-0002-2049-6969

Texas Regional Bank, as Custodian for G. William Ruppert, Rollover Roth IRA
C/O Irma Murray
1801 S. McColl Road
McAllen, Texas 78503

Dear Madam,

In acquiring property for the Drainage system of the County of Hidalgo (the "County") in conjunction with Disaster Recovery Entitlement Grant follows a definite procedure for appraising the land needed and for handling personal negotiations with each owner. As has been or will be explained by the County's negotiator, Roy Gonzales or Danny Guzman, a portion of your property, as described in the enclosed property description, is to be acquired for the construction or improvement of the above referenced Drainage project.

We believe at this stage of the purchase process it is mutually beneficial to confirm that, based on an appraisal, the Hidalgo County Commissioners' Court has authorized me to make an offer to you in the amount of $68,330.00 for your property, which includes $37,080.00 for the property to be purchased and $31,250.00 diminution of market value. This amount is the total amount of just compensation for all interests in the portion of your property to be acquired, as determined in accordance with State law, less oil, gas and sulphur, subject to clear title being conveyed to the County. In accordance with State law, it is the policy of the County to negotiate with the fee owner(s) of the real property with the understanding that you will, in turn, negotiate with any lessee or other party who may own any interest in the land or improvements, with the exception of public utility easements, which will be handled separately by the County.

This offer to purchase includes the contributory values of the improvement(s) listed below, which are considered to be part of the real property. Since the improvement(s) must be removed, it is the policy of the County to permit owners who convey voluntarily to the County to thereafter retain the improvement(s), if they wish to do so. The retention values shown below are the estimated amounts the improvement(s) would bring if sold on public bids. If you wish to retain title to any of the following improvement(s) and remove it (them) from the right of way, the amount of the above offer must be reduced by the appropriate retention amount(s). This option to retain the improvement(s) does NOT apply should it become necessary for the County to acquire the real property by eminent domain.

NIOLPT

LAND			Total Amount
4.12 Acre	@	$9,000.00 per acre	$ 37,080.00
Diminution of market Value			$ 31,250.00

If you wish to accept the offer based upon this appraisal, please contact **Roy Gonzales or Danny Guzman** as soon as possible, at **(956) 968-8733**, so that the process of issuing your payment may be started. **If you are not willing to accept this offer, you may submit a written request for administrative settlement/counteroffer, setting forth a counteroffer amount and the basis for such amount, provided such settlement request is received in writing within 30 days from the date of this letter.** *Please note that your opportunity to submit an administrative settlement shall be forfeited if such a settlement request is not received by the Department within the 30 day time deadline.*

In the event the condition of the property changes for any reason, the County shall have the right to withdraw or modify this offer.

After the date of payment of the purchase price, or the date of deposit in court of funds to satisfy the award of compensation as determined through eminent domain proceedings to acquire real property, you will be reimbursed for any fair and reasonable incidental expenses necessarily incurred in transferring title to the property for use by the County of Hidalgo. Expenses eligible for reimbursement may include (1) recording fees, transfer taxes and similar expenses incidental to conveying the real property to the County and (2) penalty costs for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the real property. Voluntary unnecessary expenses or expenses incurred in clearing questionable title will not be eligible for reimbursement. Eligible incidental expenses will be reimbursed upon submission of a claim supported by receipted bills or other evidence of actual expenses incurred. You may file a written request for review if you believe that the County failed to properly determine the eligibility for, or the amount of, incidental expenses to be reimbursed. There is no standard form on which to request a review of a claim; however, the claim must be filed with this office within six months after you are notified of the County's determination on any claim for reimbursement.

You may be entitled to additional payments and services under the County's Relocation Assistance Program. It is emphasized, however, that any benefits to which you may be entitled under this program will be handled entirely separate from and in addition to this transaction. You will receive a brochure entitled *"Relocation Assistance"* which will inform you of eligibility requirements, payments and services which are available.

You have the right to discuss with others any offer or agreement regarding the County's acquisition of the subject property, or you may (but are not required to) keep the offer or agreement confidential from others, subject to the provisions of Chapter 552, Government Code (the Public Records Act) as it may apply to the Department.

Attached is a copy of the Texas Department of Transportation brochure entitled *"Right of Way Purchase"* which we trust will give you a better understanding of the procedures

followed by the County in purchasing property. We respectfully request the opportunity to meet with you or to otherwise discuss and answer any questions you may have regarding the details of the type of facility to be built, or concerning the County's offer or proposed purchase transaction. Also, please do not hesitate to contact Roy Gonzales at the telephone number provided above regarding any question you may have.

Please see the enclosed copy of the Texas Landowner Bill of Rights.

Finally, we enclose copies of all appraisal reports relating to your property being acquired which were prepared in the ten (10) years preceding the date of this offer and produced or acquired by the Department, including the appraisal on which this offer is based.

Sincerely,

Roy Gonzales, Right of Way Agent

ENCLOSURES:
Appraisal Report(s)
Landowner Bill of Rights
Brochure ("Right of Way Purchase")
Relocation Assistance

December 17, 2014

To: Hidalgo County Precinct No. 1
Attn: Roy Gonzales, Right-of-Way Agent
1902 Joe Stephens Avenue
Weslaco, Texas 78599

From: Texas Regional Bank Custodian for G. William Ruppert RO Roth IRA
1801 South McColl Road
McAllen, Texas 78503

RE: Acceptance of Offer
Bar #3 – Tract A / Delta Area Connector Project

Dear Sir:

Let this letter serve as our acceptance to the offer made on the G. William Ruppert property. The amount accepted is $68,330.00 for a Right-of-Way Easement on the subject 4.12 Acres. This acceptance is predicated on this transaction being afforded favored nation status.

Please process this acquisition as soon as possible.

Thank you,

Respectfully Submitted,

Texas Regional Bank, Custodian for G. William Ruppert RO Roth IRA

12/18/14
Date

A.C. CUELLAR JR.
COMMISSIONER PRECINCT 1

HIDALGO COUNTY PCT. 1
1902 JOE STEPHENS, STE. 101
WESLACO, TEXAS 78596

PH:956.968.8733
FAX:956.969.1417

www.co.hidalgo.tx.us
ac.cuellar@co.hidalgo.tx.us

December 15, 2014 **VIA CERTIFIED MAIL: 7012-3460-0002-2049-6969**

Texas Regional Bank, Custodian for G. William Ruppert
C/O Irma Murray
1801 S. McColl Road
McAllen, Texas 78503

RE: Being a 4.12 (179,286 sq. ft) acre tract of land out of Lot 11, Block 99 Missouri Texas Land & Irrigation Company, Hidalgo County, Texas

I/We, Texas Regional Bank, Custodian, hereby acknowledge receipt on _____ a copy of an appraisal report prepared by LEONEL GARZA Jr & ASSOCIATES, LLC, A TEXAS CERTIFIED GENERAL REAL ESTATE APPRAISER Dated December 10, 2014 related to the above parcel.

I/We also do hereby acknowledge receipt of the Letter of Offer delivered via certified mail by Roy Gonzales on this same date.

Irma Murray

Texas Regional Bank, Custodian for G. William Ruppert

A.C. CUELLAR JR.
COMMISSIONER PRECINCT 1

HIDALGO COUNTY Pct. # 1
1902 JOE STEPHENS, STE 101
WESLACO, TEXAS 78599
PH 956 968 8733
FAX 956 969 8117

www.co.hidalgo.tx.us/pct1
acuellar@co.hidalgo.tx.us

January 06, 2015

To: Valley Land Title Company
Attn: Sonia Villarreal
217 W. Cano Street
Edinburg, Texas 78539

From: Danny Guzman, ROW Agent
Hidalgo County Precinct No. 1
1902 Joe Stephens Ave.
Weslaco, Texas 78599

Re: **Closing Request – Tract-A (GF #132802)**
Delta Area Connector / East Lateral Project

Dear Ms. Villarreal,

We would like to request a closing for the above-mentioned tract. Attached, please find a copy of the Appraisal report.

Below is the information you requested for closing.

Seller's Name: Texas Regional Bank, Custodian for G. William Ruppert

Social Security #_____

Phone Number: (956) 624-8226 – G. William Ruppert

Sales Price: $68,330.00

Should you have any questions, please feel free to contact Roy Gonzales or myself @ (956) 968-8733.

HIDALGO COUNTY PRECINCT NO. 1
RIGHT OF WAY DEPARTMENT

LETTER OF TRANSMITTAL

TO: Valley Land Title Company DATE: 01/06/15
ATTN: Sonia Villarreal

FROM: Danny Guzman, Right of Way Agent

RE: Delta Area Connector / East Lateral Project – Bar #3-Tract A

REASON FOR TRANSMITTAL CHECKED BELOW:

[ ] AS REQUESTED	[ ] FOR APPROVAL	[ ] COPY OF LETTER
[ ] RETURNED FOR CORRECTIONS	[ ] APPROVED AS NOTED	[ ] REVIEW AND COMMENT
[ ] APPROVED AS SUBMITTED	[ ] PICKED-UP	**[X] OTHER**

****

REMARKS: Attached, please find "CLOSING REQUEST" letter and Appraisal report for Tract-A, GF #132802 in reference to the Delta Area Connector / East Lateral project. Please proceed to prepare **"CLOSING DOCUMENTS"** for the above mentioned tract. If additional information is needed, please do not hesitate to contact Roy Gonzales or myself at (956) 968-8733.

VIA HAND DELIVERED

Received By: Sonia Villarreal Date: 1/7/15

1902 Joe Stephens Avenue Weslaco, Texas 78596
PH.(956) 968-8733

AI -48256 **Urban County** **14. B.**

CC - REGULAR

Meeting Date: 02/04/2015

Submitted For: Olga Lerma, URBAN COUNTY **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program on behalf of the City of Sullivan City is requesting approval and award of best and final negotiated contract with S & B Infrastructure, Ltd. in the amount of $ 38,245.93 utilizing CDBG FY (2013) Street Improvements funds (Solar Street lighting).

BACKGROUND

S & B Infrastructure, Ltd., submitted a best and final offer for professional engineering services for a street improvements project calling for the purchase and installation of solar street lights. S & B Infrastructure, Ltd., was the highest ranked firm by County Commissioner's Court. See attached scope of services and Best and Final Offer Letter.

$38,245.93

$ 59,178.26 2012 SULLIVAN CITY STREET IMPROVEMENTS
$ 157,900.00 2013 SULLIVAN CITY STREET IMPROVEMENTS
$ 260,322.00 2014 SULLIVAN CITY STREET IMPROVEMENTS
$ 477,400.26 TOTAL FUNDING AVAILABLE

Fiscal Impact

Attachments

S&B Infrastructure Insurance and offer letter

legal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/27/2015 10:12 AM
Purchasing Department	Monica Badillo	01/30/2015 05:20 PM
Form Started By: Olga Lerma		Started On: 01/26/2015 02:23 PM
Final Approval Date: 01/30/2015		

S&BINFR-01 SUZZANNE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/29/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
ProTECH Insurance Agency, Inc. 3120 Southwest Freeway, #100 Houston, TX 77098	PHONE (A/C, No, Ext): (713) 520-1090	FAX (A/C, No): (713) 529-7505
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Insurance Co of PA	19445
INSURER B : Insurance Company of the State of PA	19429
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

S & B Infrastructure, Ltd.
Attn: Diane Larrivee
P.O. Box 266245
Houston, TX 77207-6245

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR	X		GL 5610567	01/01/2015	01/01/2016	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 1,000,000
	POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X		CA 6579220	01/01/2015	01/01/2016	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] N/A (Mandatory in NH)			WC 028328392	01/01/2015	01/01/2016	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Sullivan City Solar Light Project
Certificate Holder is included as an Additional Insured with respect to the Commercial General Liability Policy and the Business Automobile Policy.

CERTIFICATE HOLDER

Hidalgo County Urban County Program
427 East Duranta Ave, Suite 107
Alamo, TX 78516

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

C.S. Madeira

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S&B Infrastructure, Ltd.

18 December 2014

Hidalgo County Urban County Program (UCP)
Attn: Guadalupe V. Garcia
UCP Coordinator II
427 E. Duranta Ave, Suite 107
Alamo, Texas 78516

RE: **Sullivan City Street Improvements – Solar Lighting**
Professional Services Agreement
Best and Final Offer

Dear Ms. Garcia,

As requested, S&B Infrastructure, Ltd.'s final best and final offer (BAFO) is a total fixed amount of **$38,245.93** for services outlined in the attached Exhibit A and proposed to be rendered under the above-referenced professional services agreement (draft attached). A line item cost proposal supporting the BAFO is also included on pages 6 and 7 of the attached Exhibit A.

If you have any questions regarding this matter, please feel free to contact me at anytime.

Sincerely,

Sharlotte L. Teague, PE
Senior Project Manager
956.926.5000 / cell: 956.279.7364

cc: Project Files
Reddy Kajuluri
Judy Davila

Attachments:
Draft Project Services Agreement
Exhibit A

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Professional Services Agreement

This Agreement, entered into this **4th** day of **February 2015** by and between **Urban County Program,** (hereinafter called the "Party") and **S&B Infrastructure, Ltd.**, duly authorized Engineer, herein acting by **Daniel O. Rios, PE, Senior Vice-President / Principal** (hereinafter called the "Engineer").

WITNESSETH THAT:

WHEREAS, Hidalgo County has received CDBG funds from the U.S. Dept. of Housing and Urban Development to be used by Urban County Participants. It is understood and agreed that the Party's obligation under this Agreement is contingent upon the actual receipt of adequate federal funds to meet the liabilities under this Agreement; and

WHEREAS, the Party is interested in obtaining Engineering Services; and

WHEREAS, the Engineer, duly licensed and registered to practice engineer in the State of Texas, has the professional abilities to undertake the study, evaluation, analysis and recommendations in a manner which shall provide the necessary public service while preserving and enhancing to the greatest degree possible the natural and proposed environment in the Project (as hereinafter defined) area; and

WHEREAS, the Party desires to engage the Engineer to render certain services in connection therewith;

NOW, THEREFORE, the participants do mutually agree as follows:

SECTION I
EMPLOYMENT OF THE ENGINEER

The Party agrees to employ the Engineer to furnish and provide the engineering services as stated in the following sections and upon receipt of such satisfactory services, the Party agrees to pay the Engineer as stated in the sections to follow.

SECTION II
BASIC SERVICES OF THE ENGINEER

The Engineer shall perform the following Basic Services in connection with the proposed **Sullivan City Street Improvements – Solar Lighting** Account(s) **5013-77-0311-5000-7700** *(the "Project') as more particularly described in Exhibit A attached hereto.*

2.1 Preliminary Phase

a. Attend preliminary conferences with the Party and, if requested, with the funding agency and other government agencies or interested parties regarding the project.

b. As may be required, comply and receive from the Party and the funding agencies approval on all work.

c. Prepare preliminary engineering plans on the Project in sufficient detail to indicate clearly the problems involved and solutions recommended with the cost estimates.

d. Obtain the Party's written approval of the work of this Preliminary Phase before proceeding with the next phase.

2.2 Design Phase

a. Attend the respective Party's meetings as requested for the purpose of explaining completed design work activities.

b. Advise the Party of any soil investigations or tests which, in the opinion of the Engineer, may be required for the proper execution of the Project.

c. Provide all field information and surveys required for the design of the Project.

d. Plot field data and other survey information for the design of the Project.

e. Prepare detailed plans, specifications and contract documents and drawings (reproducible tracings) for construction authorized by the Party.

f. Furnish, if requested, the engineering data necessary for the Party to obtain permits required by local, state, and federal authorities.

g. Prepare cost estimates of authorized construction, based on prices for work. If such estimated costs exceed the monies available, the Party shall be consulted so that revisions can be made to reduce the cost as required.

2.3 Construction Phase

The Construction Phase will commence with the execution of the prime construction contract(s). The Party will issue a ten (10) day commence work notice which will signal the commencement of work under any construction contracts and will terminate upon the Party's approval of the Engineer's written approval of final payment to the Contractor(s). During the Construction Phase, the Engineer will:

a. Make periodic visits to the site (one site visit per week for a maximum of six weeks), provide project construction supervision, to observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the contract documents.

b. Consult with and advise the Party and issue all instructions and Change Orders to the Contractor selected by the Party. If any Change Orders are required and the change was not associated with an error or omission on the part of the Engineer, a supplement will be provided to the Engineer to develop a Change Order, if required.

c. During the progress of actual construction, Engineer will keep continually the Owner informed with brief and concise information. A monthly progress report will be prepared and delivered to the Party including but limited to monies spent, construction time elapsed, percent of Project completed, a brief narrative of problems encountered and the anticipated completion date.

d. Review shop and working drawings furnished by Contractor(s) for general compliance with design concept and with information given in contract documents.

e. Review and provide a recommendation concerning samples, catalog data, schedules, shop drawings, laboratory, shape and mill tests of material and equipment and other data which the Contractor is required to submit, in compliance with the Contract Documents.

f. Review monthly and final estimates for payments to Contractor(s).

g. Engineer shall accompany the Party on the Final Inspection to assure that the total work has been completed in accordance with the Contract Documents.

h. Prior to the Party's dispersal of any retainage of funds, render a written opinion to the

Party that the construction has been completed according to the Contract Documents and provide the Party with a certificate of completion and release of liens documents from subcontractors.

i. Provide the Party with bond copies of as-built drawings (certifying only those elements that were witnessed by the Engineer's Representative) of the constructed improvements, within sixty (60) days of issuance of certificate of completion.

j. The Engineer will be responsible for interim (1 site visit per week for a maximum of six weeks) and final inspection.

k. Furnish to the Party six (6) sets of plans and six (6) sets of specifications and contract documents.

SECTION III
ADDITIONAL SERVICES OF THE ENGINEER

If authorized in writing by the Party, the Engineer will furnish or obtain from others Additional Services of the following types which are not considered normal or customary basic services; these will be paid for by the Party as indicated in Section VI.

3.1 Services of a Resident Project Representative, and other field personnel as required, for on-the-site observations of construction, other than periodic visits covered in Section 2.3 herein.

3.2 Detailed mill, shop and/or laboratory inspection of materials or equipment.

3.3 Major revision of Contract drawings as distinguished from modifications due to change orders, modifications to reduce the cost of the project or modifications requested to meet federal, state, or local regulations.

SECTION IV
REIMBURSABLE EXPENSES

4.1 Travel and subsistence required for the Engineer and authorized by the Party to points other than within Hidalgo County and Project site.

4.2 Additional copies of reports and specifications over six (6) copies and additional prints of drawings over six (6) copies.

4.3 Reimbursable expenses as provided in Section IV herein shall be paid to the Engineer on the basis of 1.1 times the Engineers actual cost.

SECTION V
THE PARTY'S RESPONSIBILITIES

The Party will:

5.1 Provide full information as to requirements for the Project.

5.2 Assist the Engineer by providing all available information pertinent to the Project including reports and any other data relative to design and construction of the Project.

5.3 Furnish the services or data as required such as appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Engineer may rely upon in performing his services under this agreement.

5.4 Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required for the Engineer to perform his services under this Agreement.

5.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.

5.6 Pay for all costs incident to advertising and obtaining bids or proposals from Contractors.

5.7 Provide such legal and accounting services required to discharge the Party's responsibility under the terms of this Agreement and any Agreement with any governmental agency as may be required for the project, and such auditing services as the Party may require to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract.

5.8 Give prompt written notice to the Engineer whenever the Party observes or otherwise becomes aware of any defect in the Project.

SECTION VI
PAYMENTS TO THE ENGINEER

Subject to Party receiving adequate funding to meet the Party's obligation under this Agreement, the Party agrees to pay the Engineer for completed services as identified by the Party:

6.1 The Engineer shall be paid a total fixed amount of **$38,245.93** for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Engineer's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.

6.2 At Engineer's completion and Party's approval of the Engineer's services under the Preliminary Phase, Section 2.1 of this Agreement, Party shall pay a maximum of 15% of the sum set forth in Section 6.1 above.

6.3 At Engineer's completion and Party's approval of the Engineer's services under the Design Phase, Section 2.2 of this Agreement, Party shall pay a maximum of 60% of the sum set forth in Section 6.1 above.

6.4 At Engineer's completion and Party's approval of the Engineer's services under the Construction Phase, Section 2.3 of this Agreement, Party shall pay a maximum of 25% of the sum set forth in Section 6.1 above. Such sum to be paid periodically proportionately to the percentage of construction completed by the Contractor as determined by Engineer's reports.

6.5 For Additional Services as provided in Section III herein the Engineer shall be paid a sum of 1.1 times the Engineer's actual cost for such services.

SECTION VII
OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes developed in connection with services performed hereunder belong to, and remain the property of the Party, in consideration of which it is mutually agreed that the Party will use them solely in connection with the Project and as base material for possible future projects.

SECTION VIII
TERMINATION

The Party may terminate this Agreement without cause at any time by a 30-day notice in writing to the Engineer. Upon receipt of such notice, the Engineer shall, unless the notice directs otherwise immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practical after receipt of notice of termination, the Engineer shall submit a statement showing in detail the actual services that were performed under this Agreement to date of termination, the date such services were performed and the length of time spent by each person or party engaged in performing such services on each day,

The Party shall pay the Engineer a sum of money equal to the reasonable value of the professional engineer services rendered by the Engineer to the Party in connection with the services performed

under this Contract, less payments previously made by the Party to Engineer on work performed and expenses incurred by Engineer under the provisions of this Agreement. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement shall be delivered to the Party when and if this Agreement is terminated, but subject to the restrictions as to their use, as set forth above.

Notwithstanding the above, the Engineer shall not be relieved of liability to the Party for damages sustained by the Party arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION IX
COUNTY AND CITY OFFICIALS

Engineer agrees that no County or City official or Party employee shall be personally liable for any of the obligation created under this Agreement, or for any matter which may arise out of the Project, or any activities related thereto and hereby holds the Party, its political bodies and its employees harmless from and indemnifies them from any liability from any matter arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION X
SUCCESSORS AND ASSIGNS

Party and Engineer each binds themselves, their partners, successors, executors, administrators, and assigns to the other party of Agreement in respect to all covenants of this Agreement. Neither the Party nor Engineer shall assign or transfer any interest in this Agreement without the written consent of the other.

SECTION XI
TIME OF PERFORMANCE

The Engineer contracts and agrees to commence work within **ten (10) days** from the date of written authorization to proceed and will complete the preparation of the Design phase and estimates by **sixty (60) days** and complete same within the earliest practical time from such notice to proceed.

SECTION XII
VENUE

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas.

SECTION XIII
AMENDMENT

This Agreement may be amended only by a written document executed by the parties hereto.

SECTION XIV
COMPLIANCE WITH LOCAL LAWS

The Engineer shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Engineer shall save the Party harmless with respect to any damages arising from

any negligence of the engineer in performing any of the work embraced by this Contract.

SECTION XV
ASSIGNABILITY

The Engineer shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Party thereof; provided however, that claims for money due or to become due to the Engineer from the Party under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Party.

SECTION XVI
GENERAL

16.1 Audit. The Party and/or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Engineer which are directly pertinent to the Project for the purpose of making the audit, examination, excerpts, and transcriptions.

16.2 The Engineer agrees to comply with the following Executive orders, Titles and Program Regulations, including any additional requirements that may be set forth by the Party.

a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.

b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

d. The Engineer shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Engineer pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.

e. Executive Order 11246 (paragraph a-c for contracts under $10,000; paragraphs a-g for contracts over $10,000) - Equal Employment Opportunity.

Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment

or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

Equal Employment Opportunity for Activities and Contracts not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

16.3 Interest of Certain Federal Officials: No member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

16.4 Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or other Public Officials: No member, officer, or employee of the County or City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, to be performed in connection with the program assisted under the Agreement. The Engineer shall incorporate or cause to be incorporated in all such documents in the paragraph in this Section.

SECTION XVII
INSURANCE

The Engineer shall obtain and keep in force during the term of its engagement on the Project, insurance as follows:

17.1 A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Engineer shall furnish Party Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Engineers commence operations under this Agreement, in the sum of Three Hundred Thousand Dollars ($300,000.00) for bodily injury and One Hundred Thousand Dollars ($100,000.00) for property damages.

17.2 A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability Insurance Policy consistent with potential exposure of County under the Texas Tort Claims Act;

17.3 Workers Compensation Insurance in amount established by Texas law, unless the engineer is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.

17.4 All insurance policies must be written by an insurance company or companies acceptable to the Party.

SECTION XVIII
WARRANTY

18.1 Engineer represents and warrants to Owner all services rendered to Owner under this Agreement shall, at a minimum, comply with the Texas Engineering Practices Act (Tex. Civ. St. Ann., Article 3271) and rules of the Texas Board of Professional Engineers.

SECTION XIX
EFFECTIVE DATE

The effective date of this contract shall be **February 4, 2015**. Such date being the date the County Commissioners' Court approved entering into contract with Engineer.

This Agreement is hereby approved this _____ day of _____, 2015.

Signature:_____
Daniel O. Rios, PE, Senior Vice-President

Firm Name: **S&B Infrastructure, Ltd.**
Address: **5408 N. 10th Street**
City/ST/ZIP: **McAllen, TX 78504**

FED ID #/SS #: **76-0431527**

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this the ____ day of_____, 2015, by _____of and on behalf of _____,
title) (a corporation)(a partnership)(a sole proprietorship).

_____
(seal) Notary - Signature

County of Hidalgo Urban County Program:

_____ _____
Witness Diana R. Serna, UCP Director

Approved as to Form:
Atlas, Hall & Rodriguez, LLP

_____
By: Stephen L. Crain

Attachments: ***Exhibit A***

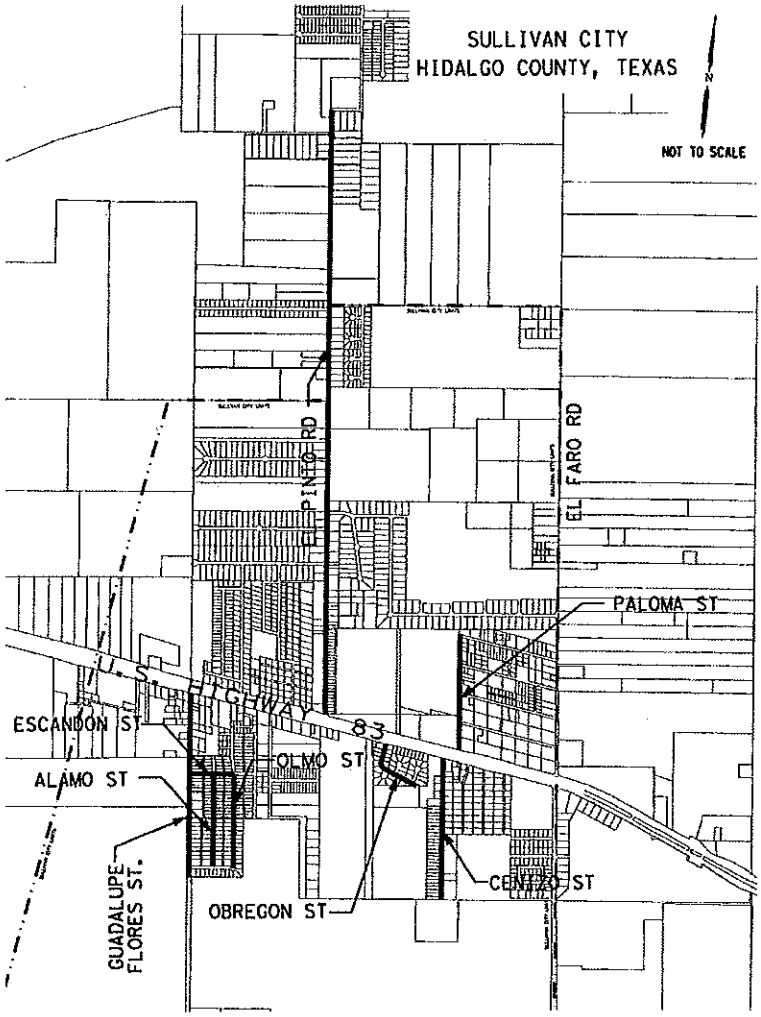
Exhibit A

I. Project Description

The work to be developed under this Agreement consists of planning, design, and plans, specifications, & estimates (PS&E) for the development of solar lighting on various streets in Sullivan City, Hidalgo County, Texas. The locations are as follows:

El Pinto Road	from Expressway 83 north to 175 north of Bluebird Street	(0.65 mile)
El Pinto Road	from 280 ft south of Sullivan City Dr to 154 ft north of Sullivan City Dr	(0.08 mile)
El Pinto Road	from 723 ft north of Sullivan City Dr to 491 ft north of Llanta Lane	(0.35 mile)
El Pinto Road	from 1094 ft south of Los Cenizos Rd to Benavides Elementary School	(0.28 mile)
Guadalupe Flores Street	from Expressway 83 south to Villalon Street	(0.52 mile)
Cenizo Street	from Expressway 83 south to City Hall	(0.5 mile)
Alamo Street	from Villalon Street to Escandon Street	(0.3 mile)
Olmos Street	from Villalon Street to Escandon Street	(0.3 mile)
Escandon Street	from Guadalupe Flores to Olmos Street	(0.2 mile)
Obregon Street	abutting Expressway 83 in a "C" formation	(0.2 mile)
Paloma Street	from Expressway 83 to 4th Street	(0.3 mile)

The above-identified streets are identified in the Location Map below:



Location Map

II. Services to be Provided by the Party

For this Agreement, the Party will provide the following:

1. Authorization to begin work.
2. Payment for work performed by the Engineer and accepted by Sullivan City.
3. Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the Engineer cannot easily obtain.
4. Provide any available relevant data Sullivan City may have on file concerning the project.
5. Review and approve the Engineer's progress schedule with milestone activities and/or deliverables identified.
6. Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables, in order for the Engineer to maintain the agreed-upon work schedule.
7. Designate in writing a person to act as City's representative with respect to the work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define policies and decisions with respect to all elements pertinent to the Engineer's services.
8. Obtain any permits required by local, state, and / or federal authorities for the development of the project.
9. Attend/participate in progress meetings as required.
10. Advertise and obtain bids for construction work thru Buy Board vendors.
11. Open and tabulate bids obtained through Buy Board vendors.
12. Preparation of formal contract documents.

III. Services to be Provided by the Engineer

The Engineer shall provide the following:

1. General.

The Engineer shall furnish all equipment, materials, supplies, and incidentals as needed to perform the services required, except as otherwise specified in the services to be provided by the Party.

2. Preliminary Phase. In accordance with Section II, paragraph 2.1, the Engineer shall:

a. Evaluate, model, and determine the appropriate locations for lighting spacing requirements; and prepare preliminary engineering plans in the form of a schematic identifying the proposed locations for each street.

b. Present to the Party the schematic at one preliminary conference.

c. After receiving comments from the preliminary conference, submit the Preliminary Phase Packet to include the schematic and associated construction cost estimate for final review and acceptance by the Party.

3. Design Phase. Upon approval from Sullivan City, the Engineer shall proceed with the following in accordance with Section II, paragraph 2.2:

a. Coordination / Meetings. For this phase, the Engineer shall attend no more than 1 meeting.

b. Geotechnical. As a minimum, the subsurface exploration and required testing shall define in sufficient detail the following elements, where applicable for foundation design recommendations at proposed pole locations, and safety recommendations for open trench construction:

(1) Six geotechnical borings, minimum depth of 10 feet.

(2) Soil Strata;

a) Depth, thickness and variability

b) Identification and classification (Unified Soil Classification System preferred)

c) Relevant engineering properties (i.e., shear strength, compressibility, stiffness, permeability, expansion or collapse potential)

(3) Rock strata;

a) Depth to rock

b) Identification and classification

c) Quality (i.e., soundness and hardness)

d) Compressive strength (i.e., uniaxial compression, and point load index)

(4) Ground water elevation (indicate any conflict between proposed pole locations with ponding areas, drainage invert elevations etc.), and ground surface elevation.

(5) Local conditions requiring special consideration: Exploration logs shall include soil and rock strata descriptions, penetration resistance for soils (i.e., Tex-132-E), and sample recovery and rock quality designation (RQD) for rock strata. The drilling equipment and method, use of drilling mud, type of cone penetrometer (i.e., mechanical or electrical), and any unusual subsurface conditions such as artesian pressures, boulders, obstructions, or voids shall also be noted on the exploration logs.

(6) The geotechnical report prepared by the Consultant shall include, at a minimum: geotechnical plan, a brief description of site conditions and sampling equipment, testing procedures, the site plan showing the layout for boring locations, the geotechnical boring logs, the description of the geologic setting, soil profile, and ground water system below existing grade, laboratory analyses, recommendations on foundation bearing pressures and estimated settlements of foundations and embankments, a brief discussion on earth pressures and other criteria for the design of foundations, a brief narrative on special treatment procedures for man-made fills or expansive soils that may be present in the subsurface soil profile, conclusions, preliminary foundation design recommendations at proposed poles, and safety recommendations for open trench construction where applicable. All work shall be in accordance with industry standards.

c. Field Survey. Field survey will be performed to determine existing right-of-way and easement locations of the city streets at the locations of the proposed installation of lights only.

d. Construction Contract Drawings, Specifications, and Estimates. The Engineer shall prepare construction contract drawings (plans), specifications and estimates (PS&E) for the construction of solar lighting in accordance with the approved schematic. These documents shall in all respects combine the application of sound engineering principles with a high degree of economy, and shall be submitted to the City for approval.

Plan Sheets: Plan sheets shall be developed in 11"x17" format, and include, but not be limited to, title sheet, design details, and standards. (Standards may be used from other government entities, but must be signed and dated by the Project Engineer of responsible supervision as being applicable to the Project.)

Graphics files will be developed in Microstation design file format, and must plot consistent with the reproducible plots submitted.

Specifications: Specifications shall be developed by the Engineer, but must incorporate, to the extent possible, references to standard design requirements, and any other applicable industry standards.

The Engineer shall prepare detailed cost estimates and proposals of authorized construction, which shall

include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding. The Engineer shall not be required to guarantee the accuracy of those estimates.

e. **Engineering Data.** The Engineer shall provide copies of all engineering data to the Party.

f. **Advertisement and Bidding.** Not required for this project; bids to be obtained through Buy Board by the Party.

The Engineer shall provide responses to vendor / bidder's inquiries during the bidding phase.

g. **Property or Easement Descriptions.** All proposed project elements will be designed to be constructed within Sullivan City right-of-way; no property or easement descriptions will be required for this project.

4. **Construction Phase.** In accordance with Section II, paragraph 2.3, the Engineer shall perform the following:

a. **Opening and Tabulation of Bids.** Not required for this project; bids to be obtained through Buy Board by the Party.

b. **Formal Contract Documents.** Not required for this project; contract documents to be prepared through Buy Board by the Party.

c. **Periodic Visits.** The Engineer shall make periodic visits to the site as required (no more than once a week during the period of construction for a maximum of 6 weeks or as budget allows).

d. **Change Orders.** The Engineer shall consult with and advise the Party and issue all instructions and Change Orders to the Contractor selected by the Party (for plan omissions only); if new item of work then an amendment to the Agreement shall be developed in accordance with Section XIII of the Agreement to incorporate a negotiated fee to compensate the Engineer for Change Orders that incorporate new items of work.

e. **Construction Progress.** During the progress of actual construction, Engineer will keep continually the Owner informed with brief and concise information. A monthly progress report will be prepared and delivered to the Party including but limited to monies spent, construction time elapsed, percent of Project completed, a brief narrative of problems encountered and the anticipated completion date.

f. **Shop Drawings and Working Drawings.** The Engineer shall review shop and working drawings furnished by Contractor(s) for general compliance with design concept and with information given in contract documents.

g. **Testing, and Materials.** The Engineer shall review and provide a recommendations concerning samples, catalog data, schedules, shop drawings, laboratory, shape and mill tests of material and equipment and other data which the Contractor is required to submit, in compliance with the Contract Documents.

h. **Payments to Contractor.** The Engineer shall review and provide recommendation regarding monthly and final estimates for payments to the Construction Contractor.

i. **Final Inspection.** The Engineer shall accompany the Party on the Final Inspection to assure that the total work has been completed in accordance with the Contract Documents.

j. **Certificate of Completion.** Prior to the Party's dispersal of any retainage of funds, the Engineer shall render a written opinion to the Party that the construction has been completed according to the Contract Documents and provide the Party with a certificate of completion and release of liens documents from subcontractors.

k. **As-Builts.** The Engineer shall provide the Party with bond copies of as-built drawings of the constructed improvements, within sixty (60) days of issuance of certificate of completion; certification will only be

for those elements actually observed by the Engineer's representative.

l. **Interim and Final Inspection.** The Engineer will be responsible for interim (maximum of 1 site visit per week for a maximum of 6 weeks or as budget allows) and final inspection.

m. **Copies of Plans, Specifications, and Contract Documents.** The Engineer shall furnish to the Party six (6) sets of plans and six (6) sets of specifications and contract documents.

IV. Schedule

The project shall be developed within the following milestones:

1. **Preliminary Phase**

   → Preliminary Plans / Schematic shall be provided to Sullivan City within 5 calendar days of notice-to-proceed.

   → Preliminary Conference shall occur within 2 working days of the submittal of the Schematic.

   → Comments from the City shall be received within 2 working days of the Preliminary Conference.

   → Final Schematic will be provided to the City within 2 working days of receiving comments from the City.

2. **Design Phase**

   → Draft PS&E and Contract Documents will be provided within 20 calendar days of receiving approval from the Party to proceed to with the Design Phase.

   → Comments from the City shall be provided to the Engineer within 5 working days of receiving the Draft PS&E and Contract Documents.

   → Final PS&E and Contract Documents will be provided to the City for Advertisement within 5 calendar days of receiving comments from the City.

3. **Construction Phase**

   → The Engineer shall provide a recommendation regarding award within 5 calendar days of receiving copies of the bids.

In general, the plans, specifications, and estimates shall be developed for a 2015 construction letting.

The Party and the Engineer will diligently pursue the completion of the Project as defined by the milestones and deliverable due dates outlined in the work authorization's associated work schedule.

The Engineer will inform the City (in reasonable advance of the delay) should the Engineer encounter delays that would prevent the performance of all work in accordance with the established schedule.

V. Contract Rates and Cost Proposal

(See next page.)

City of Sullivan City

Mayor Rosendo "Cheno" Benavides
Councilmember Plc. 1 Leonel "Leo" Garcia
Councilmember Plc. 2 Daniel Flores
Councilmember Plc. 3 Joel Flores
Councilmember Plc. 4 Adriana Rodriguez

Guadalupe V. Garcia
Program Coordinator II
Urban County Program

December 16, 2014

Dear Mrs. Garcia,

This letter is to inform you that the City of Sullivan City agrees with the best and final offer submitted by S & B infrastructure in the amount of ~~$39,914.60~~. The City therefore recommends their contract be approved. Please feel free to contact me if you have any questions.

* 38,245.93 gfgarcia

Sincerely,

Judy Davila

Judy Davila
City Manager

* Note: Lowered by negotiation process. — gfgarcia

SECTION XVIII
WARRANTY

18.1 Engineer represents and warrants to Owner all services rendered to Owner under this Agreement shall, at a minimum, comply with the Texas Engineering Practices Act (Tex. Civ. St. Ann., Article 3271) and rules of the Texas Board of Professional Engineers.

SECTION XIX
EFFECTIVE DATE

The effective date of this contract shall be **February 4, 2015**. Such date being the date the County Commissioners' Court approved entering into contract with Engineer.

This Agreement is hereby approved this _____ day of _____, 2015.

Signature: _____
Daniel O. Rios, PE, Senior Vice-President

Firm Name: **S&B Infrastructure, Ltd.**
Address: **5408 N. 10th Street**
City/ST/ZIP: **McAllen, TX 78504**

FED ID #/SS #: **76-0431527**

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this the _____ day of_____, 2015, by _____of and on behalf of _____,
title) (a corporation)(a partnership)(a sole proprietorship).

_____
Notary - Signature

County of Hidalgo Urban County Program:

_____ _____
Witness Diana R. Serna, UCP Director

Approved as to Form: 1/26/2015
Atlas, Hall & Rodriguez, LLP
By: Stephen L. Crain

Attachments: ***Exhibit A***

Zimbra **sandra.regalado@co.hidalgo.tx.us**

Fwd: Revised Professional Service Contract

From : Guadalupe V. Garcia <guadalupe.garcia@co.hidalgo.tx.us>
Tue, Feb 03, 2015 11:43 AM
2 attachments

Subject : Fwd: Revised Professional Service Contract

To : Sandra Regalado <sandra.regalado@co.hidalgo.tx.us>

Sandra:

See below, Mr. Crain approved the contract on 1-26-2015.

Guadalupe V. Garcia
UCP Coordinator II

956-787-8127 ext. 2237

"I can't make people value me,
All I can do is show them ...Who I am , What I feel, What I believe in,
What I can do and what I am capable of accomplishing when given the opportunity...
It's up to them to realize my Worth."
- Amelia Martinez de Guerra

From: "Stephen L. Crain" <scrain@atlashall.com>
To: "Guadalupe V. Garcia" <guadalupe.garcia@co.hidalgo.tx.us>
Sent: Monday, January 26, 2015 4:01:05 PM
Subject: FW: Revised Professional Service Contract

Good Afternoon Lupita:

See the attached with Mr. Crain's signature.
Thank you,
Marynel

From: Guadalupe V. Garcia [mailto:guadalupe.garcia@co.hidalgo.tx.us]
Sent: Monday, January 26, 2015 2:59 PM
To: Stephen L. Crain
Subject: Fwd: Revised Professional Service Contract

Hopefully, this will do it.

AI -48313 **Urban County** **14. C.**

CC - REGULAR

Meeting Date: 02/04/2015

Submitted For: Olga Lerma, URBAN COUNTY **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting approval of a budget and program amendment for the **City of Elsa**, Urban County Program FYs 17, 18, 25 & 27 (2004, 2005, 2012 & 2014). The **amendment** will decrease the Water/Sewer Improvements and Park, Recreational Facilities activities, delete existing streets from the approved workplans and create a new project scope which will add new streets to the revised workplans. The new streets to be reconstructed and added to the workplans are Oscar Gonzalez St., 6th St., Austin St., Hidalgo St., Ricky Crossland St., Magson St., and the surrounding and abutting streets in the same general vicinity of the project site.

BACKGROUND

A Public Hearing was held on December 22nd, 2014 at 6:00 p.m., and citizen participation requirements have been met. Please see attached detailed amendment. The proposed amendment for the City of Elsa will affect the existing work plans in Years 17, 18, 25 & 27 (2004, 2005, 2012 & 2014), Funding shall also include, but activities are not limited to engineering professional service fees, material testing fees, advertisements and related appurtenances streets were previously environmentally cleared in FY 24 (2011).

Year 17 (2004)
Decrease - Water/Sewer Improvement activity in the amount of $2,500.00
Increase - Street Improvements activity in the amount of $2,500.00

Year 18 (2005)
Decrease - Water/Sewer Improvement activity in the amount of $9,461.08
Create - Street Improvements activity in the amount of $9,461.08

Year 25 (2012)
Decrease - Parks, Recreational Facilities activity in the amount of $10,571.37
Increase - Street Improvements activity in the amount of $10,571.37

Year 27 (2014)
The proposed amendment will delete the current scope of work which consisted of: the reconstruction of streets (Fannin, Carlos Arispe, Joe Medina & Third St.) and add the new streets. There will be no budgetary changes.

Fiscal Impact

Attachments

Amendment & Special Meeting for City of Elsa (2014)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/30/2015 09:13 AM
Purchasing Department	Monica Badillo	01/30/2015 05:20 PM
Form Started By: Olga Lerma		Started On: 01/29/2015 11:05 AM
Final Approval Date: 01/30/2015		

PUBLIC HEARING NOTICE
CITY OF *ELSA*
URBAN COUNTY PROGRAM

BUDGET AND PROGRAM AMENDMENT
Publication date: November 19, 2014

In compliance with Community Development Block Grant (CDBG) requirements, the City of ***Elsa*** will conduct a Public Hearing to solicit input from interested parties on the City's proposed Budget and Program Amendment to its Urban County program **Years 17, 18, 25 & 27 (2004, 2005, 2012 & 2014).**

The Public Hearing will be held on ***Monday, December 22, 2014 at 6:00 p.m.*** located at the Elsa City Hall located at 102 South Diana Street, Elsa, Texas 78543.

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

Existing Budget	Urban County Year 17 (2004) Activities	Proposed Budget
$205,625.42	Water/Sewer Improvements **(-$2,500.00)**	$203,125.42
$ 4,481.93	Street Improvements **(+$2,500.00)**	$ 6,981.93
$210,107.35	**TOTAL**	**$210,107.35**

The proposed amendment will **decrease** the Water/Sewer Improvements activity by $2,500.00 and will **increase** the Street Improvements activity by $2,500.00 and **add** the following scope of work: Project consists of the reconstruction of streets to include but not limited to engineering professional service fees, material testing fees, advertisements and related appurtenances as they pertain to project completion and it's surrounding and abutting project areas of Oscar Gonzalez St., 6th St., Austin St., Hidalgo St., Ricky Crossland St., and Magson St., previously environmentally cleared in FY 24 (2011).

Existing Budget	Urban County Year 18 (2005) Activities	Proposed Budget
$351,222.68	Water/Sewer Improvements **(-$9,461.08)**	$341,761.60
$ 0.00	Street Improvements **(+$9,461.08)**	$ 9,461.08
$351,222.68	**TOTAL**	**$351,222.68**

The proposed amendment will **decrease** the Water/Sewer Improvements activity by $9,461.08 and will **create** a Street Improvements activity by $9,461.08 and **add** the following scope of work: Project consists of the reconstruction of streets to include but not limited to engineering professional service fees, material testing fees, advertisements and related appurtenances as they pertain to project completion and it's surrounding and abutting project areas of Oscar Gonzalez St., 6th St., Austin St., Hidalgo St., Ricky Crossland St., and Magson St., previously environmentally cleared in FY 24 (2011).

Existing Budget	Urban County Year 25 (2012) Activities	Proposed Budget
$103,900.00	Parks, Recreational Facilities **(-$10,571.37)**	$ 93,328.63
$157,000.00	Street Improvements **(+$10,571.37)**	$167,571.37
$260,900.00	**TOTAL**	**$260,900.00**

The proposed amendment will **decrease** the Parks, Recreational Facilities activity by $10,571.37, **increase** the Street Improvements activity by $10,571.37 and **delete** the current scope of work which consisted of: The reconstruction and paving of streets within City of Elsa, including but not limited to adjacent/abutting streets within the same general vicinity and related appurtenances to provide safety for commuting conditions in the area. Will also include, engineering professional service fees, material testing fees, advertisements and related appurtenances as they pertain to project completion.

The new scope of work will **include** the following: The reconstruction of streets to include but not limited to engineering professional service fees, material testing fees, advertisements and related appurtenances as they pertain to project completion and it's surrounding and abutting project areas of Oscar Gonzalez St., 6th St., Austin St., Hidalgo St., Ricky Crossland St., and Magson St., previously environmentally cleared in FY 24 (2011).

Existing Budget	Urban County Year 27 (2014) Activities	Proposed Budget
$253,322.00	Street Improvements	$253,322.00

The proposed amendment will **delete** the current scope of work which consisted of: the reconstruction of streets (Fannin, Carlos Arispe, Joe Medina & Third St.) to include but not limited to paving, drainage, curb and gutter, professional services, material testing, advertisements, and related expenses as they pertain to project completion.

The new scope of work will **include** the following: The reconstruction of streets to include but not limited to engineering professional service fees, material testing fees, advertisements and related appurtenances as they pertain to project completion and it's surrounding and abutting project areas of Oscar Gonzalez St., 6th St., Austin St., Hidalgo St., Ricky Crossland St., and Magson St., previously environmentally cleared in FY 24 (2011).

Accommodations for individuals with handicaps shall be provided upon request.

For more information, please come by our office or call (956) 262-2127. Written comments may be forwarded to:

Mayor Alonzo R. "Al" Perez
City of Elsa
102 South Diana St., Elsa, Texas 78543

AVISO DE AUDIENCIA PÚBLICA
CIUDAD DE ELSA
PROGRAMA URBANO DEL CONDADO DE HIDALGO

Fecha de publicación: 19 de noviembre 2014

PRESUPUESTO Y ENMIENDA DEL PROGRAMA

En conformidad con los requisitos del Programa de Desarrollo Comunitario Concesión de Bloque (CDBG), la Ciudad de Elsa llevará a cabo una audiencia pública para solicitar la opinión de aquellos interesados en el proyecto de Presupuesto del Precinto y la enmienda del Programa Urbano del Condado de sus años de financiamiento **17, 18, 25 y 27 (2004, 2005, 2012 y 2014).**

La audiencia pública se llevará a cabo el **Lunes, 22 de diciembre 2014 a las 6:00 P.M.** en la siguiente ubicación: Municipalidad de la ciudad de Elsa localizada en el 102 S. Diana Street, Elsa, Texas 78543.

La siguiente es la propuesta de presupuesto y la enmienda del Programa para su consideración:

Presupuesto Existente	**Condado Urbano Año 17 (2004)**	**Propuesta de Presupuesto**
$205,625.42	mejoramientos de Agua / Alcantarilla **(-$2,500.00)**	$203,125.42
$ 4,481.93	mejoramientos de calles **(+$2,500.00)**	$ 6,981.93
$210,107.35	**TOTAL**	**$210,107.35**

La enmienda propuesta disminuirá la actividad de mejoramientos de Agua / Alcantarilla por $ 2,500.00 y se aumentará la actividad de mejoramientos de calles por $2,500.00 y agregara el siguiente ámbito de trabajo: El proyecto consiste en la reconstrucción de las calles para incluir, pero no limitado a los honorarios de servicios profesionales de ingeniería, prueba de materiales, anuncios y cualesquiera otras dependencias relacionadas en lo que respecta a la terminación del proyecto y de sus áreas circundantes de la Calle Oscar González, Calle 6, Calle Austin, Calle Hidalgo, Calle Ricky Crossland y Calle St. Magson, el proyecto fue anteriormente aprobado ambientalmente en el año fiscal 24 (2011).

Presupuesto Existente	**Condado Urbano Año 18 (2005)**	**Propuesta de Presupuesto**
$351,222.68	mejoramientos de Agua / Alcantarilla **(-$9,461.08)**	$341,761.60
$ 0.00	mejoramientos de calles **(+$9,461.08)**	$ 9,461.08
$351,222.68	**TOTAL**	**$351,222.68**

La enmienda propuesta disminuirá la actividad de mejoramientos de Agua / Alcantarilla por $9,461.08 y aumentará la actividad de mejoramientos de calles por $9,461.08 y agregara la siguiente ámbito de trabajo: proyecto consiste en la reconstrucción de las calles para incluir, pero no limitado a los honorarios de servicios profesionales de ingeniería, prueba de materiales, anuncios y cualesquiera otras dependencias relacionadas en lo que respecta a la terminación del proyecto y de sus áreas circundantes de la Calle Oscar González, Calle 6, Calle Austin, Calle Hidalgo, Calle Ricky Crossland y Calle St. Magson, El proyecto fue anteriormente aprobado ambientalmente en el año fiscal 24 (2011).

Presupuesto Existente	**Condado Urbano Año 25 (2012)**	**Propuesta de Presupuesto**
$103,900.00	Parques, Instalaciones Recreativas **(-$10,571.37)**	$ 93,328.63
$157,000.00	mejoramientos de calles **(+$10,571.37)**	$167,571.37
$260,900.00	**TOTAL**	**$260,900.00**

La enmienda propuesta disminuirá los fondos de la actividad de Parques, Instalaciones Recreativas por $10,571.37, y aumentara la actividad de mejoramientos de calles por $10,571.37 y remover el ámbito actual de trabajos en el que consistió en: La reconstrucción y pavimentación de calles en la ciudad de Elsa, incluyendo pero no limitado a adyacente / calles colindantes dentro de la misma área general y sus accesorios relacionados para proporcionar seguridad para los desplazamientos condiciones en la área. La voluntad también incluye los honorarios profesionales de ingeniería de servicios, prueba de materiales, anuncios y dependencias relacionadas, que se refieren a la terminación del proyecto.

El nuevo ámbito de trabajo **incluirá** lo siguiente: La reconstrucción de las calles para incluir, pero no limitado a los honorarios de servicios profesionales de ingeniería, prueba de materiales, anuncios y cualesquiera otras dependencias relacionadas en lo que respecta a la terminación del proyecto y de sus áreas circundantes la Calle Oscar González, Calle 6, Calle Austin, Calle Hidalgo, Calle Ricky Crossland y Calle St. Magson, El proyecto fue anteriormente aprobado ambientalmente en el año fiscal 24 (2011).

Presupuesto Existente	**Condado Urbano Año 27 (2014)**	**Propuesta de Presupuesto**
$253,322.00	mejoramientos de calles	$253,322.00

La enmienda propuesta eliminará el ámbito actual de trabajo que consistió en: la reconstrucción de calles (Fannin, Carlos Arispe, Joe Medina & Third St.) incluyendo pero no limitado a la pavimentación, drenaje, cunetas y alcantarillas, servicios profesionales, pruebas de materiales, anuncios, y gastos relacionados, que pertenecen a la terminación del proyecto.

El nuevo ámbito de trabajo **incluirá** lo siguiente: La reconstrucción de las calles para incluir, pero no limitado a los honorarios de servicios profesionales de ingeniería, prueba de materiales, anuncios y cualesquiera otras dependencias relacionadas en lo que respecta a la terminación del proyecto y de sus áreas circundantes la Calle Oscar González, Calle 6, Calle Austin, Calle Hidalgo, Calle Ricky Crossland y Calle St. Magson, El proyecto fue anteriormente aprobado ambientalmente en el año fiscal 24 (2011).

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

Para obtener más información, por favor venga a la oficina o llame al (956) 262-2127. Los comentarios escritos pueden enviarse a:

El Alcalde Alonzo R. "Al" Perez
de la Ciudad de Elsa
102 S. Diana Street, Elsa, Texas 78543

CITY OF ELSA

JAN – 5 2015

January 5, 2015

Ms. Diana Serna, Director
Urban County Program
Pharr, Texas

RE: Budget and Program Amendment for Years 17, 18, 25, and 27 (2004, 2005, 2012, and 2014)

Ms. Serna
Enclosed please find an Excerpt of the Minutes, a copy of the Agenda, a copy the advertisement, and Publisher affidavits for Special Meeting December 22, 2014. I am also including a copy of the Final approved audit for Fiscal Year 2013.

If you have any questions or concerns please feel free to contact me at (956) 262-2127.

Thank you,

Veronica Montoya
City Secretary

The City of Elsa is an Equal Opportunity Employer and does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.

Mayor Pro-Tem Victor Hernandez entertained a motion for adjournment. Commissioner David Sanchez moved and was seconded by Commissioner Ricardo Sanchez. Motion carried unanimously. Time of adjournment was 7:16 p.m.

CERTIFICATION

I Veronica Montoya certify the above are an excerpt of the minutes of Special Meeting December 22, 2014.

(SEAL)

Veronica Montoya, City Secretary

JAN - 5 2015

CITY OF ELSA

City of Elsa
The City Council
SPECIAL MEETING
MONDAY, DECEMBER 22, 2014

THE CITY COUNCIL OF THE CITY OF ELSA, TEXAS MET FOR A SPECIAL MEETING ON MONDAY, DECEMBER 22, 2014 AT 6:00 P.M. AT THE CITY HALL LOCATED AT 102 SOUTH DIANA STREET, ELSA, TEXAS. THE FOLLOWING ARE AN EXCERPT OF MINUTES.

ITEM A. CALL MEETING TO ORDER

Mayor Pro-Tem Victor Hernandez called the meeting to order at 6:04 p.m.

ITEM B. ESTABLISH A QUORUM

Mayor Pro-Tem Victor Hernandez established a quorum with Commissioner Ricardo Sanchez and Commissioner David Sanchez.

Council Members Absent: Mayor Perez and Commissioner Daniel Marichalar

Staff Members: Joe Cantu, City Manager, Veronica Montoya, City Secretary/Parks Director, Delmira Yanez, and Rene Rodriguez, Code enforcer

Members of the public: Manuel Garcia, CPA and Tina Garcia, Garcia & Pena.

ITEM C. PLEDGE OF ALLEGIANCE/INVOCATION
Rene Rodriguez, code enforcer led the council in the Pledge of Allegiance and prayed a short prayer.

ITEM D. Public Hearing

A. Hold Public Hearing and consider Urban County Program Budget and Program Amendment for Years 17, 18, 25, & 27 (2004, 2005, 2012, & 2014)

Mayor Pro-Tem Victor Hernandez opened public hearing and asked if there were anyone wanting to speak. There being no one to speak Mayor Pro-Tem Victor Hernandez closed the Public Hearing. Time was 6:19 p.m.

ITEM E. Discussion and possible action on approving Urban County Program Budget and Program Amendment for Years 17, 18, 25, & 27 (2004, 2005, 2012, & 2014).
Mayor Pro-Tem Victor Hernandez entertained a motion to approve Budget and Program Amendment for Years 17, 18, 25 & 27 (2004, 2005, 2012, & 2014). Commissioner David Sanchez moved and was seconded by Commissioner Ricardo Sanchez. Motion carried unanimously.

ITEM P. ADJOURNMENT

The City of Elsa is an Equal Opportunity Employer and does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.

JAN - 5 2015

02

CITY OF ELSA

TAKE NOTICE THAT A SPECIAL MEETING
OF THE CITY COUNCIL OF THE CITY OF ELSA, TEXAS
WILL BE HELD AT THE ELSA CITY HALL
102 SOUTH DIANA STREET, ELSA, TEXAS
COMMENCING AT 6:00 PM ON
THE 22ND DECEMBER 2014

A. **Call meeting to Order**

B. **Establish a Quorum**

C. **Pledge of Allegiance/Invocation**

D. **Public Hearings**

   A. **Hold Public Hearing and consider Urban County Program Budget and Program Amendment for Years 17, 18, 25 & 27 (2004, 2005, 2012 & 2014).**

E. **Discussion and possible action on approving Urban County Program Budget and Program Amendment for Years 17, 18, 25 & 27 (2004, 2005, 2012 & 2014).**

F. **Discussion and possible action on approving Fiscal Year 2013 Audit for the City of Elsa.**

G. **Adjournment.**

IF DURING THE COURSE OF THE MEETING, THE COUNCIL SHOULD DETERMINE THAT A CLOSED OR EXECUTIVE SESSION OR MEETING IS AUTHORIZED BY SECTION 551.071 OF 55.074 THE GOVERNMENT CODE, VERNON'S TEXAS CODES, ANNOTATED, NOTICE OF CLOSED OR EXECUTIVE SESSION WILL BE GIVEN AFTER THE COMMENCEMENT OF THE MEETING COVERED BY THIS NOTICE PURSUANT TO SECTION 551.101 OF THE LOCAL GOVERNMENT CODE.

SHOULD ANY FINAL MOTION, DECISION, OR VOTE BE REQUIRED IN THE OPINION OF COUNCIL WITH REGARDS TO ANY ITEM DURING THE MEETING, THEN SUCH FINAL ACTION, DECISION, OR VOTE SHALL BE MADE DURING THE OPEN MEETING COVERED BY THIS NOTICE UPON THE RECONVENING OF THIS PUBLIC MEETING.

CERTIFICATION

I, VERONICA MONTOYA CERTIFY THAT THE ABOVE NOTICE WAS POSTED ON THE BULLETIN ON THE ELSA MUNICIPAL BUILDING, 102 SOUTH DIANA STREET, ELSA, TEXAS ON THE 17th DAY OF DECEMBER AT 5:00 A.M.

NOTE: If any accommodation for a disability is required, notify the City Secretary's Office at (956) 262-2127 prior to meeting date.

(SEAL)

Veronica Montoya, City Secretary

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PUBLISHER'S AFFIDAVIT OF PUBLICATION

Being duly sworn and do hereby state, I am the Owner/Publisher of the Valley Delta News Elsa, Texas, County of Hidalgo and that the following advertisement, a printed copy of which is attached hereto, was printed and published in said newspaper on the following date(s): November 19, 2014.

PUBLIC HEARING NOTICE
CITY OF ELSA URBAN COUNTY PROGRAM
BUDGET AND PROGRAM AMENDMENT

In compliance with Community Development Block Grant (CDBG) requirements, the City of Elsa will conduct a Public Hearing to solicit input from interested parties on the City's proposed Budget and Program Amendment to its Urban County program Years 17, 18, 25 & 27 (2004, 2005, 2012 & 2014).

Signed: Eliazar Rodriguez Date: 12/23/2014
Eliazar Rodriguez

Hereby subscribed and sworn to before me on this 23rd day of December, 2014.

Notary: Edith Acua

EDITH ACUA
Notary Public, State of Texas
My Commission Expires
February 05, 2018

VALLEY DELTA NEWS

PUBLIC HEARING NOTICE
CITY OF ELSA
URBAN COUNTY PROGRAM

BUDGET AND PROGRAM AMENDMENT
Publication date: November 19, 2014

In compliance with Community Development Block Grant (CDBG) requirements, the City of Elsa will conduct a Public Hearing to solicit input from interested parties on the City's proposed Budget and Program Amendment to its Urban County program Years 17, 18, 23 & 27 (2004, 2005, 2012 & 2014).

The Public Hearing will be held on Monday, December 22, 2014 at 4:00 p.m. located at the Elsa City Hall located at 102 South Diana Street, Elsa, Texas 78543.

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

Existing Budget	Urban County	Proposed Budget
$205,225.42	Year 17 (2004) Activities	$203,125.42
$ -4,481.13	Water/Sewer Improvements (-$2,500.00)	$ -1,381.13
$216,197.35	Street Improvements (+$2,500.00)	$216,197.35
	TOTAL	

The proposed amendment will decrease the Water/Sewer Improvements activity by $2,500.00 and will increase the Street Improvements activity by $2,500.00 and add the following scope of work: Project consists of the reconstruction of streets to include but not limited to engineering, professional service fees, material testing fees, advertisements and related appurtenances as they pertain to project completion and it's surrounding and abutting project areas of Oscar Gonzalez St., 1st St., Austin St., Hidalgo St., Ricky Cresaland St., and Magson St., previously environmentally cleared in FY 24 (2011).

Existing Budget	Urban County	Proposed Budget
$347,711.00	Year 18 (2005) Activities	$347,711.00
$ 0.00	Water/Sewer Improvements (+$8,481.00)	$ -141.00
$331,222.88	Street Improvements (+$8,481.00)	$331,222.88
	TOTAL	

The proposed amendment will decrease the Water/Sewer Improvements activity by $8,481.00 and will create a Street Improvements activity by $8,481.00 and add the following scope of work: Project consists of the reconstruction of streets to include but not limited to engineering, professional service fees, material testing fees, advertisements and related appurtenances as they pertain to project completion and it's surrounding and abutting project areas of Oscar Gonzalez St., 1st St., Austin St., Hidalgo St., Ricky Cresaland St., and Magson St., previously environmentally cleared in FY 24 (2011).

Existing Budget	Urban County	Proposed Budget
$103,000.00	Year 23 (2012) Activities	$ 0,329.13
$357,000.00	Parks, Recreational Facilities (-$10,571.37)	$17,571.37
$266,900.00	Street Improvements (+$10,571.37)	$260,900.00
	TOTAL	

The proposed amendment will delete the Parks, Recreational Facilities activity by $10,571.37. Increase the Street Improvements activity by $10,571.37 and delete the current scope of work which consisted of: The reconstruction and paving of streets within City of Elsa, including but not limited to adjacent/existing streets within the same general vicinity and related appurtenances to provide safety for commuting conditions in the area. Will also include, engineering professional service fees, material testing fees, advertisements and related expenses as they pertain to project completion.

The new scope of work will include the following: The reconstruction of streets to include but not limited to engineering professional service fees, material testing fees, advertisements and related appurtenances as they pertain to project completion and it's surrounding and abutting project areas of Oscar Gonzalez St., 1st St., Austin St., Hidalgo St., Ricky Cresaland St., and Magson St., previously environmentally cleared in FY 24 (2011).

Existing Budget	Urban County	Proposed Budget
$253,322.00	Year 27 (2014) Activities	$253,322.00
	Street Improvements	

The proposed amendment will delete the current scope of work which consisted of: the reconstruction of streets (Fenton, Carlos Arispe, Joe Medina & Third St.) to include but not limited to paving, drainage, curb and gutter, professional services, material testing, advertisements, and related expenses as they pertain to project completion.

The new scope of work will include the following: The reconstruction of streets to include but not limited to engineering professional service fees, material testing fees, advertisements and related appurtenances as they pertain to project completion and it's surrounding and abutting project areas of Oscar Gonzalez St., 1st St., Austin St., Hidalgo St., Ricky Cresaland St., and Magson St., previously environmentally cleared in FY 24 (2011).

Accommodations for individuals with handicaps shall be provided upon request.

For more information, please come by our office or call (956) 262-2127. Written comments may be forwarded to:

Mayor Alonzo R. "Al" Perez
City of Elsa
102 South Diana St., Elsa, Texas 78543

AVISO DE AUDIENCIA PÚBLICA
CIUDAD DE ELSA
PROGRAMA URBANO DEL CONDADO DE HIDALGO
Fecha de publicación: 19 de noviembre 2014

PRESUPUESTO Y ENMIENDA DEL PROGRAMA

En conformidad con los requisitos del Programa de Desarrollo Comunitario Concesión en Bloque (CDBG), la Ciudad de Elsa llevará a cabo una audiencia pública para solicitar la opinión de aquellas personas interesadas en el Proyecto de Presupuesto del Programa y la enmienda del Programa Urbano del Condado de sus años de financiamiento 17, 18, 23 y 27 (2004, 2005, 2012 y 2014).

La audiencia pública se llevará a cabo el Lunes, 22 de diciembre 2014 a las 4:00 P.M. en la siguiente ubicación: Municipalidad de la ciudad de Elsa localizada en el 102 S. Diana Street, Elsa, Texas 78543.

La siguiente es la propuesta de presupuesto y la enmienda del Programa para su consideración:

Presupuesto Existente	Condado Urbano Año 17 (2004)	Propuesta de Presupuesto
$205,225.42	mejoramientos de Agua / Alcantarilla (+$2,500.00)	$203,125.42
$ -4,481.13	mejoramientos de calles (+$2,500.00)	$ -1,381.13
$216,197.35	TOTAL	$216,197.35

La enmienda propuesta disminuirá la actividad de mejoramientos de Agua / Alcantarilla por $ 2,500.00 y se aumentará la actividad de mejoramientos de calles por $2,500.00 y agregará el siguiente ámbito de trabajo: El proyecto consiste en la reconstrucción de las calles para incluir, pero no limitado a los honorarios de servicios profesionales de ingeniería, prueba de materiales, anuncios y cualesquiera otras dependencias relacionadas en lo que respecta a la terminación del proyecto y de sus áreas circundantes de la Calle Oscar Gonzalez, Calle 1, C alle Austin, Calle Hidalgo, Calle Ricky Cresaland y Calle 31, Magson. El proyecto fue anteriormente aprobado ambientalmente en el año fiscal 24 (2011).

Presupuesto Existente	Condado Urbano Año 18 (2005)	Propuesta de Presupuesto
$331,222.8	mejoramientos de Agua / Alcantarilla (+$8,481.00)	$341,71.0
$ 0.00	mejoramientos de calles (+$8,481.00)	$ -141.00
$341,222.88	TOTAL	$331,222.88

La enmienda propuesta disminuirá la actividad de mejoramientos de Agua / Alcantarilla por $ 8,481.08 y aumentará la actividad de mejoramientos de calles por $ 8,481.08 y agrega de la siguiente ámbito de trabajo: proyecto consiste en la reconstrucción de las calles para incluir, pero no limitado a los honorarios de servicios profesionales de ingeniería prueba de materiales, anuncios y cualesquiera otras dependencias relacionadas en lo que respecta a la terminación del proyecto y de sus áreas circundantes de la Calle Oscar Gonzalez, Calle 1, C alle Austin, Calle Hidalgo, Calle Ricky Cresaland y Calle 31, Magson. El proyecto fue anteriormente aprobado ambientalmente en el año fiscal 24 (2011).

Presupuesto Existente	Condado Urbano Año 23 (2012)	Propuesta de Presupuesto
$103,00.00	Parques, Instalaciones Recreativas (-$10,571.37)	$ 3,329.3
$357,000.00	mejoramientos de calles (+$10,571.37)	$17,571.37
$266,900.00	TOTAL	$260,900.00

La enmienda propuesta eliminará los fondos de la actividad de Parques, Instalaciones Recreativas por $10,571.37, y aumentará la actividad de mejoramientos de calles por $10,571.37 y mediante el ámbito actual se trabaja en el que consiste en: La reconstrucción y pavimentación de calles en la ciudad de Elsa, incluyendo pero no limitado a adyacente / calles desfavorecerán condiciones en la zona. La volumen también incluye los honorarios profesionales de ingeniería de servicio, prueba de materiales, anuncios y dependencias relacionadas, que se refieren a la terminación del proyecto.

El nuevo ámbito de trabajo incluirá lo siguiente: La reconstrucción de las calles para incluir, pero no limitado a los honorarios de servicios profesionales de ingeniería, prueba de materiales, anuncios y cualesquiera otras dependencias relacionadas en lo que respecta a la terminación del proyecto y de sus áreas circundantes la Calle Oscar González, Calle 1, Calle Austin, Calle Hidalgo, Calle Ricky Cresaland y Calle 31, Magson. El proyecto fue anteriormente aprobado ambientalmente en el año fiscal 24 (2011).

Presupuesto Existente	Condado Urbano Año 27 (2014)	Propuesta de Presupuesto
$253,322.00	mejoramientos de calles	$253,322.00

La enmienda propuesta eliminará el ámbito actual de trabajo que consiste en: la reconstrucción de calles (Fenton, Carlos Arispe, Joe Medina & Third St.) incluyendo pero no limitado a la pavimentación, drenaje, cordón y alcantarillas, servicios profesionales, pruebas de materiales, anuncios, y gastos relacionados, que pertenecen a la terminación del proyecto.

El nuevo ámbito de trabajo incluirá lo siguiente: La reconstrucción de las calles para incluir, pero no limitado a los honorarios de servicios profesionales de ingeniería, prueba de materiales, anuncios y cualesquiera otras dependencias relacionadas en lo que respecta a la terminación del proyecto y de sus áreas circundantes la Calle Oscar Gonzalez, Calle 1, Calle Austin, Calle Hidalgo, Calle Ricky Cresaland y Calle 31, Magson. El proyecto fue anteriormente aprobado ambientalmente en el año fiscal 24 (2011).

Alojamientos para las personas con discapacidad se pueden proporcionar a petición.

Para obtener más información, por favor venga a la oficina o llame al (956) 262-2127. Los comentarios escritos pueden enviarse a:

El Alcalde Alonzo R. "Al" Perez
de la Ciudad de Elsa
102 S. Diana Street, Elsa, Texas 78543

INVITATION TO BID
SOLID WASTE COLLECTION SERVICE
CITY OF ELSA

November 19, 2014

The City of Elsa is soliciting bids for the collection and disposal of residential and commercial solid waste services and brush pick up throughout the city. Bids are being solicited only from responsible and established bidders known to be experience and regularly engaged in the work of solid waste collection. Bidders will be required to provide satisfactory evidence that they possess the necessary capital, equipment, personnel and experience to do the work.

The City of Elsa will receive sealed bids at the City Secretary's Office, 102 South Diana Street, Elsa, Texas 78543, until Friday, December 5th, 2014 at 5:00 P. M. Bids will be publicly opened at the next Special Called Meeting on Tuesday, December 09th, 2014, at 6 P.M. Each company placing a bid will be asked to make a verbal presentation before the Elsa City Council. Council will retire into executive session to review all bids and reconvene in regular session to make their decision at that time.

Bids shall be submitted in sealed envelopes and plainly marked "SOLID WASTE COLLECTION BID-CITY OF ELSA."

Bidders are asked to provide one original and six copies of the bid.

The City Council reserves the right to reject any and all bids and to accept any bid which, in their opinion, is most advantageous to the City.

Joe Cantu
City Manager

The City of La Villa is currently accepting applications for the following positions:

Police Officers (2)

Applications may be picked up at City Hall located at 916 S. Mike Chapa, La Villa, Texas between the hours of 8:00 a.m. - 5:00 p.m. Monday thru Friday. Please submit application and resume to City Administrator at City Hall no later than December 5, 2014 at 5:00 p.m.

Delta Ballroom

Where Elegance & Creativity Intertwine

$4400 Value Package
Leasing of the ballroom for five (5) hours, 200 servings of our Carne Guisada with Rice and Mash Potatoes. Linen for 250 persons in choice of overlay/bow color, 2 skirted tables, one sign-in table and 4 waiters.

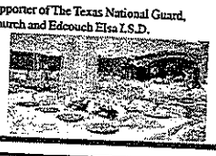
$4800 Moderate Package
Leasing of the ballroom for five (5) hours, 250 servings of our chicken cordon blu with mash potatoes and steamed vegetables. Linen for 350 persons choice of overlay/bow color, 2 skirted tables, one sign-in table and 5 waiters.

$5500 Deluxe Package
Leasing of the ballroom for five (5) hours, 300 servings of our Chicken Cordon Bleu with Alfredo pasta and steamed vegetables. Cake & Pan De Polvo for 300 persons, linen for 450 persons in choice of overlay/bow color 2 skirted tables, one sign-in table and 6 waiters.

*Leasing of the premises is for five (5) hours plus three hours setup time. Setting the honored person/persons is provided by Delta Ballroom as well as security guards, bartender/concession personnel and total cleanup after the event.

The Delta Ballroom is a Proud Supporter of The Texas National Guard, San Martin De Porres Catholic Church and Edcouch Elsa I.S.D.

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CITY OF ELSA

Public Hearing/Special Meeting

Administrative Board

City Council

1. **Mayor Alonzo R. Perez**
2. **Mayor Pro Tem — Victor L. Hernandez**
3. **Commissioner Pl. 1 Daniel Marichalar**
4. **Commissioner Pl, 3 Ricardo Sanchez**
5. **Commissioner Pl. 4 David Sanchez**
6. **City Manager Joe Cantu**
7. **City Attorney Robert J. Salinas**
8. **City Secretary Veronica Montoya**

1. **Finance Department – Delmira Yanez**
2. **Fire Department – Pedro Gonzalez**
3. **Library Department - Hilda Molina**
4. **Municipal Court – Jessica Rodriguez**
5. **Code Enforcer/Permits - Rene Rodriguez**
6. **Police Department – Primitivo Rodriguez**
7. **Streets – Daniel Sauceda**
8. **Human Resources/Grant Admin – Edith Acua**
9. **Water Purification/Waste Water - Manuel Lopez**
10. **Tax -**

DATE: December 22, 2014

P.O. BOX 427 • ELSA, TEXAS 78543 • PHONE (956) 262-2127 • FAX (956) 262-5002

The City of Elsa is an Equal Opponunity Employer and does not discriminate **on** the basis of race, color. national origin, *sex*, religion, age or disability in employment or the pros.ision of services

AI -48211 **Elections Administration** **15. A.**

CC - REGULAR

Meeting Date: 02/04/2015

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Resolution that supports and urges the Texas Legislature to authorize Texans to have the option to register to vote by electronic means that conforms to the security requirements of the Texas Secretary of State and the Department of Public Safety.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/22/2015 01:31 PM
Purchasing Department	Monica Badillo	01/30/2015 05:20 PM
Form Started By: Amanda Valdez		Started On: 01/22/2015 12:43 PM
Final Approval Date: 01/30/2015		

HIDALGO COUNTY

R E S O L U T I O N

IN SUPPORT OF ONLINE VOTER REGISTRATION

WHEREAS: Texas voter registration laws require Voter Registrars to distribute, receive, decipher, process and archive millions of voter registration cards each year; and

WHEREAS: The current process for registering to vote on paper applications in Texas is inefficient, expensive and error ridden; and

WHEREAS: Twenty-four states have already authorized their citizens to register to vote through online systems that have proven to be more secure, dramatically lower costs, more accurate and, for many voters, easier to access; and

WHEREAS: Texas already authorizes voters to electronically register to vote when obtaining and renewing drivers' licenses and updating voter information online at SOS.gov; and

WHEREAS: A Texas online voter registration system would be more secure because Texas drivers' license numbers as well as audit numbers that are unique to each TDL would be required in order to be able to register online; and

WHEREAS: Online voter registration would enable state and local voter registrars to dramatically reduce mailing and data entry costs as demonstrated by a study of the Arizona Online Voter Registration System which determined that their costs were lowered from .83 cents per card to .03 cents; and

WHEREAS: Online Voter Registration would enable voters in this state, which has one of the lowest voter registration rates in the nation, an easy online alternative to register to vote; and

WHEREAS: The Secretary of State would continue to reimburse counties the same amount for voter registration cards processed electronically or by paper; and

WHEREAS: Online registration would in no way constitute a mandate on local Voter Registrars. voters could continue to choose to complete paper voter registration applications and Voter Registrars are required to receive electronic voter registration applications from DPS.

THEREFORE BE IT RESOLVED;
That on January 9, 2015, the **Hidalgo County Commissioners Court,** meeting as a body in Edinburg, Texas, adopts this resolution and urges the Texas Legislature to authorize Texans to have the option to register to vote by electronic means that conforms to the security requirements of the Texas Secretary of State and the Department of Public Safety.

SIGNED, THIS _____ DAY OF _____, 2015, A.D.

_____

Ramon Garcia
HIDALGO COUNTY JUDGE

AI -48250 **Elections Administration** **15. B.**

CC - REGULAR

Meeting Date: 02/04/2015

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

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

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/27/2015 10:51 AM
Sylvia Solis	Sylvia Solis	01/29/2015 09:56 AM
Purchasing Department	Monica Badillo	01/30/2015 05:20 PM
Form Started By: Amanda Valdez		Started On: 01/26/2015 12:31 PM
Final Approval Date: 01/30/2015		

AI -48297 **Texas Agri-Life Extension Serv.** **16. A.**

CC - REGULAR

Meeting Date: 02/04/2015

Submitted For: Andrea Valdez, TX. AGRILIFE EXT. SERVICES

Submitted By: Nora Linda Cruz, TX. AGRILIFE EXT. SERVICES

Department: TX. AGRILIFE EXT. SERVICES

Information

CAPTION

Requesting approval to appoint new County Extension Agent-Horticulture, Ashley H. Gregory. Agent will commence employment as follows:

Name of Candidate	Agency/Employer	Date of Employment
Ashley H. Gregory	Texas A&M AgriLife Extension Service (1st Step - a one month training program)	March 2, 2015
	Hidalgo County Extension Service Office (County payroll)	April 1, 2015

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

The County Extension Agent-Horticulture position (Slot #A009) is funded through the state and supplemented (supplmental pay Object Code #117) through Hidalgo County. This position is an existing position/vacancy in the Texas A&M AgriLife Extension Office.

See adopted salary schedule for funding.

Attachments

Horticulture Agent

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/30/2015 09:12 AM
Obdett Calzada	Obdett Calzada	01/30/2015 01:57 PM
Purchasing Department	Monica Badillo	01/30/2015 05:20 PM
Form Started By: Nora Linda Cruz		Started On: 01/28/2015 03:18 PM
Final Approval Date: 01/30/2015		

TEXAS A&M AGRILIFE RESEARCH
AND EXTENSION CENTER AT WESLACO

January 28, 2015

The Honorable Ramon Garcia
302 W. University Dr.
Edinburg, TX 78539
PH: 956-318-2600
FX: 956-318-2699

Dear Judge Garcia:

On behalf of Texas A&M AgriLife Extension Service, I would like to request your support of an agenda item for your next scheduled Commissioners Court Meeting on Wednesday, February 4, 2015. **The purpose of this item is to discuss and act on a recommendation to the court for a candidate to fill the County Extension Agent –Horticulture position serving Hidalgo County effective April 1, 2015.**

This shall also serve to confirm the county's continuing support of $20,475.00 for the county portion of the agent's salary.

I appreciate your support of Extension and the programs and services it supports for the residents of Hidalgo County. If you have any questions, please do not hesitate to contact me.

Sincerely,

Ruben J. Saldaña, Ed.D.
District Extension Administrator

RJS:lg

cc: A.C. Cuellar, Jr., Hidalgo County Commissioner
Eduardo Cantu, Hidalgo County Commissioner
Joe M. Flores, Hidalgo County Commissioner
Joseph Palacios, Hidalgo County Commissioner

South District 12
Texas A&M AgriLife Extension Service
2401 E Business Hwy 83 | Weslaco, Texas 78596

Tel. 956.968.5581 | Fax. 956.969.5639 | southtexas.tamu.edu

Educational programs of the Texas A&M AgriLife Extension Service are open to all people without regard to race, color, sex, religion, 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 -48148 **Head Start** **17. A.**

CC - REGULAR

Meeting Date: 02/04/2015

Submitted For: Edmundo Garcia, HEAD START **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval on Request to Purchase One (1) Cargo Van for the Nutrition Department through the Hidalgo County's Membership/Participation with the Texas Association School Board (TASB) Buyboard's Awarded Vendor, Caldwell Country Chevrolet (Including TASB Administrative Fees)

BACKGROUND

Policy Council Approval: 01.21.15

Fiscal Impact

Attachments

Purchase Cargo Van

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/16/2015 08:48 AM
Purchasing Department	Monica Badillo	01/30/2015 05:20 PM
Form Started By: Linda Galaviz		Started On: 01/16/2015 07:57 AM
Final Approval Date: 01/30/2015		

Hidalgo County Head Start Program

Policy Council Agenda

DATE: January 21, 2015

SUBJECT: Discussion/Approval on Request to Purchase One (1) Cargo Van through the Hidalgo County's membership/Participation with the Texas Association School Board (TASB) Buyboard's Awarded Vendor, Caldwell Country Chevrolet. (Including TASB administrative fees.

RATIONALE/NEED: The Child Nutrition Program is in need of a cargo van for the delivery of meals to the Head Start Centers. This contract would allow the purchasing of the lowest and best pre-bided prices.

RECOMMENDATION: Administration recommends approval.

COST: Child Nutrition Program (TDA) funds for this project are available. $21,690.00

RELATED INFORMATION INCLUDED: Quote

* *

INITIATED BY: Ambrosio Tovar, Procurement Director A. Tovar

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores

QUOTE# 00B1

CONTRACT PRICING WORKSHEET

End User: HIDALGO COUNTY HEAD START	Contractor: CALDWELL COUNTRY
Contact Name: ANGELICA SALINAS	CALDWELL COUNTRY
Email: ANGELICA.SALINAS@HCHSP.ORG	Prepared By: Averyt Knapp
Phone #: 956-380-4150	Email: aknapp@caldwellcountry.com
Fax #: 956-381-0439	Phone #: 800-299-7283 or 979-567-6116
Location City & State: MCALLEN, TX	Fax #: 979-567-0853
Date Prepared: JANUARY 12, 2015	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #430-13	Tax ID # 14-1856872

Product Description: 2015 CHEVROLET 2500 EXPRESS CARGO VAN CG23405

A Base Price:	$20,520

B Published Options

Code	Description	Cost	Code	Description	Cost
	REAR & SIDE CARGO DOORS W/GLASS	$150			
	145 AMP ALTERNATOR	$75		CALDWELL COUNTRY	
	770 CCA BATTERY	$60		PO BOX 27	
	AM-FM STEREO	$150		CALDWELL,TEXAS 77836	

Subtotal B	$435

C Unpublished Options

Code	Description	Cost	Code	Description	Cost
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL			

Subtotal C	

D Other Price Adjustments (Installation, Delivery, Etc…)

Subtotal D FOB MCALLEN	$335
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)	21,290
Quantity Ordered X	1
Subtotal E	$21,290

F Non-Equipment Charges (Trade-In, Warranty, Etc…)

BUY BOARD	$400
G. Color of Vehicle: WHITE	
H. Total Purchase Price (E+F)	$21,690

Estimated Delivery Date:	90 DAYS APPX

AI -48267 **Head Start** **17. B.**

CC - REGULAR

Meeting Date: 02/04/2015

Submitted For: Linda Galaviz, HEAD START **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion, Approval and 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)(1)-(b)(7) Beginning October 2014 Pending Appointment of Community Representative: Commissioner Joseph Palacios, Precinct 4

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/27/2015 10:13 AM
Purchasing Department	Monica Badillo	01/30/2015 05:20 PM
Form Started By: Linda Galaviz		Started On: 01/27/2015 09:39 AM
Final Approval Date: 01/30/2015		

AI -48263 **WIC 18. A.**

CC - REGULAR

Meeting Date: 02/04/2015

Submitted By: Margarita Gonzalez, WIC

Department: WIC

Information

CAPTION

WIC- Lact. Resource and Training Centers Expansion (1292):
Authorization to ratify grant application for the Interagency Agreement for the WIC Lactation Resource and Training Centers Expansion by State General Revenue, Office of Title V and Family Health, Division of Family and Community Health Services, DSHS.

BACKGROUND

Include provisions of Lactation Services to Non-WIC Participants.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1292-441-00-350-017-5-xxx

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

BUDGETARY IMPACT:

No Budgetary impact.

Attachments

additional backup

application

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/27/2015 11:01 AM
Rosalinda Cantu	Rosie Cantu	01/29/2015 10:39 AM
Sylvia Solis	Sylvia Solis	01/30/2015 11:13 AM
Purchasing Department	Monica Badillo	01/30/2015 05:20 PM
Form Started By: Margarita Gonzalez		Started On: 01/27/2015 08:41 AM
Final Approval Date: 01/30/2015		

Zimbra **norma.longoria@wic.co.hidalgo.tx.us**

Re: New funding opportunity: WIC Lactation Resource and Training Centers Expansion

From : Julie Stagg (DSHS) <Julie.Stagg@dshs.state.tx.us> Tue, Dec 30, 2014 02:15 PM

Subject : Re: New funding opportunity: WIC Lactation Resource and Training Centers Expansion

To : Norma Longoria <norma.longoria@wic.co.hidalgo.tx.us>, esther carrizales <esther.carrizales@wic.co.hidalgo.tx.us>

Cc : Tracy Erickson (DSHS) <Tracy.Erickson@dshs.state.tx.us>

Please note that this is an 18.5 month contract, and not 17.5 month as mistakenly described below. I miscounted ;-)

From: Stagg,Julie (DSHS)
Sent: Monday, December 22, 2014 8:58 AM
To: Norma Longoria; esther.carrizales@wic.co.hidalgo.tx.us
Cc: Erickson,Tracy (DSHS)
Subject: RE: New funding opportunity: WIC Lactation Resource and Training Centers Expansion

Dear all,
Please find attached the DRAFT statement of work (this still needs to go through internal review and is subject to revision), the work plan template, the cost reimbursement budget, and budget instructions. The maximum funding that is available to you for this opportunity is $195,000 over 17.5 month contract term ($130,000 per 12 month period). To help with development of your work plan to set realistic targets, this represents a 47% increase over your current budget through WIC for the Lactation Care Center.
A couple of notes about the goals and objectives in the work plan:

- You should have 3 to 6 goals (one for each service component to be implemented under this Contract). Each goal should have 2-4 objectives that describe the necessary components that will be addressed during the project period toward accomplishing each goal, with a performance measure developed for each objective.
- Note that, for each goal, there should be a performance measure that reflects the reach (e.g. numbers served) of each goal.
- When writing your objectives, please note that it is expected that a written strategic plan will be developed as an activity related to this service component: "mobilize and engage key community partners in locally-appropriate planning activities to promote a shared vision for leveraging resources and to strategically assess, plan, develop,

integrate, and improve coordinated systems of care for lactation support."

Please let me know if you have any questions. We had talked about having this due on January 12th, and I know that may not be feasible since I have taken longer than intended to get this to you. It's important that we have a final, approved work plan completed by COB January 19th, so please submit the work plan and budget to me no later than **5:00 PM on January 16th** and contact me as you are working on this with any questions that you may have so that we are both comfortable that only minor revisions may be needed before approval.

Thank you,
Julie

Julie Stagg, MSN, RN, IBCLC, RLC
State Women's and Perinatal Health Nurse Consultant
State Breastfeeding Coordinator
Office of Title V and Family Health
Division for Family and Community Health Services
Texas Department of State Health Services
PO Box 149347, MC 1922
Austin, Texas 78714-9347
(512) 776-6917
Fax: (512) 458-7658

--Mothers and babies form an inseparable biological and social unit, and... the health and nutrition of one cannot be divorced from the health and nutrition of the other. Global Strategy for Infant and Young Child Feeding

---

From: Stagg,Julie (DSHS)
Sent: Wednesday, December 17, 2014 1:07 PM
To: 'Norma Longoria'
Subject: FW: New funding opportunity: WIC Lactation Resource and Training Centers Expansion

Good afternoon. As we discussed last week, information about the new opportunity that is offered through DSHS Family Health funding is outlined below. A **draft** scope of work and work plan template will follow later this week.

- Contract Title: WIC Lactation Resource and Training Centers Expansion
- Contract Type: Interagency agreement
- Source of Funding: State General Revenue, Office of Title V and Family Health, Division for Family and Community Health Services, DSHS
- ~~$180,000-$240,000 over 17.5 month contract term ($120,000 – $160,000 per year)~~ $195,000 over 17.5 month contract term ($130,000 per year)
- Contract term: February 15, 2015- August 31, 2016 (option to renew annually thereafter)

Funds are available to implement expanded population-based lactation promotion and support activities through the McAllen Lactation Care Center (administered by Hidalgo County HHS WIC Program). The funding will be used to support accomplishment of the following strategies:

- Expand current lactation support services (e.g. education, counseling, referral) provided to WIC participants at the Lactation Care Center to also include provision of these services to non-WIC participants.
- Develop and implement activities to facilitate systems of referral and counter-referral between WIC, public health partners, payers, and health, health care, and community service providers. Mobilize and engage key community partners in locally-appropriate planning activities to promote a shared vision for leveraging resources and to strategically assess, plan, develop, integrate, and improve systems of care for lactation support.
- Expand outreach, training, and education programs to increase the competencies and skills of maternity service direct care staff, clinicians (e.g. midwives, obstetricians, family physicians, nurse practitioners, and pediatricians), and/or other health professionals who care for women and children to improve the quality of breastfeeding support consistent with the WHO/UNICEF Ten Steps to Successful Breastfeeding and increase continuity of care from pregnancy through the four weeks postpartum and beyond.

Additional activities that may be implemented under this funding opportunity:

- Expand promotion, education and provision of anticipatory guidance on key maternal, infant, and early childhood health topics including, but not limited to, safe sleep, injury prevention, early childhood development and care, infant risk identification and mitigation, appropriate introduction of complementary foods (e.g. avoidance of solids in bottles, delaying introduction of complementary foods to 6 months), importance of medical home, etc.
- Increase access to Peer Counselor mother-to-mother support, including in hospital and community settings.
- Provide enabling services (e.g. round trip taxi vouchers or other transportation services; child care; extended hours; mobile clinics; language services; etc.) to address identified barriers and to increase access to family centered, culturally relevant, timely care.

As we discussed, further guidance will be provided later this week. Please let me know if there are any questions or additional information that may be needed in the interim.

Sincerely,

Julie Stagg, MSN, RN, IBCLC, RLC
State Women's and Perinatal Health Nurse Consultant
State Breastfeeding Coordinator
Office of Title V and Family Health
Division for Family and Community Health Services
Texas Department of State Health Services
PO Box 149347, MC 1922
Austin, Texas 78714-9347
(512) 776-6917
Fax: (512) 458-7658

Attachment: Lactation Care Center-RGV Work Plan

1. The Lactation Care Center-RGV provides services for Hidalgo, Starr, Cameron and Willacy Counties.

2. Lactation Care Center-RGV is the 4th lactation support center in the state of Texas. The Lactation Care Center-RGV is a division of Hidalgo County WIC Program, working under the auspices of Hidalgo County Health and Human Services Department and Hidalgo County Commissioners Court. Our services are available to more than 72,000 clients that are served in the 26 WIC offices of Hidalgo County. Lactation Care Center-RGV is located in McAllen, which is considered the second largest city in the Rio Grande Valley. The "Valley", as referred to by those who live there, was estimated by the U. S. Census Bureau in 2012 to have a population of 1, 305,782, predominantly Hispanics or "Latinos". It is a mix of rural, suburban, and urban communities. Lactation Care Center-RGV's goals and objectives include: improved breastfeeding outcomes; improved health of women and children through breastfeeding; improved access to other sources of medical care; improved breastfeeding knowledge of health care providers; improved WIC staff and health care provider competencies in supporting breastfeeding dyads; improved access to breastfeeding information. Lactation Care Center-RGV acts as a center where WIC moms can go to receive more skilled and a higher level of lactation assistance than what is available in the busy WIC clinics.

   We receive technical assistance and training from DSHS to include on-line and on-site trainings. We also attend quarterly meetings with other lactation support center directors and DSHS staff to go over any problems or situations that need to be addressed.

   Lactation Care Center-RGV works in partnership with local WIC staff, such as, registered dietitians, nutritionists, LVN's, WIC certification specialists, peer counselors and community peer counselors. Other partnerships in the local community to whom outreach is provided include: Holy Family Birthing Center (nurse midwives), Baby Café, Nurse-Family Partnership, South Texas Community College, University of Texas Rio Grande Valley, local OB/GYN's, pediatricians, family practice physicians, hospitals and local county health departments. Lactation Care Center-RGV actively participates in local networking meetings including RGV Breastfeeding Coalition, RGV Border Health Coalition C.H.O.I.C.E.S. (Community Health Opportunities, Interventions and Collaborative Engagement of Stakeholders) and Family Health Task Force. We provide Infant Feeding and Behavior classes to interested moms at our center. We collaborate with Texas Agrilife and we help present the Healthy Baby, Healthy Start program at the Edinburg Regional Medical Center. Any WIC client that attends will receive nutrition education contact credit which is a requirement to receive WIC benefits. We also collaborate with Babies R Us and we present a class on Breastfeeding twice a month. Lactation Care Center-RGV also participates in conferences such as Texas Perinatal Association Conference and Teen Pregnancy Prevention Conference by setting an exhibit table with information on breastfeeding. A booth with breastfeeding information is also presented at health fairs and workshops in our community.

The referral process can be initiated at different sites, depending upon where the need is identified. Referrals are either called in or faxed to Lactation Care Center RGV. Clients experiencing difficulties in the hospital are referred from local hospitals by either community peer counselors or health care providers faxing in the referral form.

Lactation Care Center RGV Work Plan 2015

Goal 1:
Perform professional, administrative and clerical services necessary to act as a lactation resource center for, and provide lactation education, counseling and referral services to women with breastfeeding problems who do not currently participate in the Texas Special Supplemental Nutrition Program for Women, Infant and Children (WIC).

Objective 1:
Provide infant feeding and behavioral classes including benefits and management of breastfeeding and importance of skin to skin and its effects on breastfeeding.

Objective 2:
Provide breastfeeding assistance for afterhours via breastfeeding helpline. Support provided by peer counselors from Lactation Care Center RGV

Strategy	Action Steps (Smart Objectives)	Objective Completion Summary and Date	Monitoring Plan
1.1 Provide breastfeeding education that includes: • Comparing breastmilk and formula • The Golden hour/ skin to skin • Latch and positioning • Making enough milk • Stomach size • What to expect in the hospital • Infant cues and behavior • Cultures and myths • Building a support system at home • When to call for help	**S-** Prenatal Classes 36 classes during contract **M-**150 attendees **A-**Yes **R-** Yes **T-** 02/15/2015-08/31/2016		Feb-Mar 2015 Apr-Jun 2015 Jul-Sep 2015 Oct-Dec 2015 Jan-Mar 2016 Apr-Jun 2016 Jul-Aug 2016
1.2 Provide 1 on 1 guidance on latch, lactation management and on common concerns, problems and myths.	**S-** Provide professional support/references **M-**540 Non-WIC clients **A-**Yes **R-**Yes **T-**02/15/2015-08/31/2016		Feb-Mar 2015 Apr-Jun 2015 Jul-Sep 2015 Oct-Dec 2015 Jan-Mar 2016 Apr-Jun 2016 Jul-Aug 2016
1.3 Provide breastfeeding assistance with helpline for after hours and extend hours of availability for counseling	**S-**Provide breastfeeding support/references **M-**Number of phone calls and visits served during lunch hour, after 5 pm, and on Saturday **A-** Yes **R-** Yes **T-** 02/15/2015-08/31/2016		Feb-Mar 2015 Apr-Jun 2015 Jul-Sep 2015 Oct-Dec 2015 Jan-Mar 2016 Apr-Jun 2016 Jul-Aug 2016

Goal 2: Develop and implement activities to mobilize and engage key community partners in locally-appropriate planning activities to promote a shared vision for leveraging resources and to strategically assess, plan, develop, integrate, and improve coordinated systems of care for lactation support consistent with recommendations of the Surgeon General's Call to Action to Support Breastfeeding, the Centers for Disease Control Guide to Strategies to Support Breastfeeding Mothers and Babies, and/or other best practice resources as approved by DSHS.			
Objective 1: To empower elements of the community to implement improvement of breastfeeding support activities.			
Objective 2: To inform elements of the community about currently available resources and facilitate client referral.			
Strategy	**Action Steps (Smart Objectives)**	**Objective Completion Summary and Date**	**Monitoring Plan**
2.1 Actively participate in networking meetings.	**S-**Become member of active networks in community coalitions **M-**Attend 18 meetings **A-**Yes **R-**Yes **T-** 02/15/2015-08/31/2016		Feb-Mar 2015 Apr-Jun 2015 Jul-Sep 2015 Oct-Dec 2015 Jan-Mar 2016 Apr-Jun 2016 Jul-Aug 2016
2.2 Actively visit Health Care Provider offices to inform about Lactation Care Center and infant feeding class available to their patients at no cost.	**S-**Make community outreach of Lactation Care Center services **M-**meet with 3 HCP per month **A-** Yes **R-** Yes **T-** 02/15/2015-08/31/2016		Feb-Mar 2015 Apr-Jun 2015 Jul-Sep 2015 Oct-Dec 2015 Jan-Mar 2016 Apr-Jun 2016 Jul-Aug 2016

Goal 3: Plan and implement outreach, training, and education programs to increase the competencies and skills of maternity service direct care staff, clinicians (e.g. midwives, obstetricians, family physicians, nurse practitioners, and pediatricians), and/or other health professionals who care for women and children.			
Objective 1: Increase breastfeeding promotion and awareness among agencies in medical community.			
Objective 2: Support breastfeeding education for health care providers/professionals.			
Strategy	**Action Steps (Smart Objectives)**	**Objective Completion Summary and Date**	**Monitoring Plan**
3.1 Host BF training DSHS FY15	**S-** Host Principles of Lactation Management(POLM)on September 2015 and Lactation Counseling and Problem Solving (LCPS)on October 2015 **M-** 50 attendees **A-** Yes **R-** Yes **T-** September 2015 and October 2015		Sep 2015 Oct- 2015
3.2 Provide practicum experience to HCP/professionals	**S-** Fine tune HCP/professionals skills on breastfeeding and its role in public health **M-** 20 students **A-** Yes **R-** Yes **T-** 2/15/2015-08/31/2015		Feb-Mar 2015 Apr-Jun 2015 Jul-Sep 2015 Oct-Dec 2015 Jan-Mar 2016 Apr-Jun 2016 Jul-Aug 2016

FORM I: BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent: Hidalgo County WIC

Budget Categories	Total Budget (1)	DSHS Funds Requested (2)	Direct Federal Funds (3)	Other State Agency Funds* (4)	Local Funding Sources (5)	Other Funds (6)
A. Personnel	$64,750	$64,750	$0	$0	$0	$0
B. Fringe Benefits	$22,015	$22,015	$0	$0	$0	$0
C. Travel	$13,429	$13,429	$0	$0	$0	$0
D. Equipment	$29,280	$29,280	$0	$0	$0	$0
E. Supplies	$28,722	$28,722	$0	$0	$0	$0
F. Contractual	$0	$0	$0	$0	$0	$0
G. Other	$30,418	$30,418	$0	$0	$0	$0
H. Total Direct Costs	$188,614	$188,614	$0	$0	$0	$0
I. Indirect Costs	$6,386	$6,386	$0	$0	$0	$0
J. Total (Sum of H and I)	$195,000	$195,000	$0	$0	$0	$0
K. Program Income - Projected Earnings	$0	$0				

NOTE: The "Total Budget" amount for each Budget Category will have to be allocated (entered) manually among the funding sources. Enter amounts in whole dollars. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).

	Budget Catetory	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:	Personnel	$64,750	$64,750	Fringe Benefits	$22,015	$22,015
	Travel	$13,429	$13,429	Equipment	$29,280	$29,280
	Supplies	$28,722	$28,722	Contractual	$0	$0
	Other	$30,418	$30,418	Indirect Costs	$6,386	$6,386

TOTAL FOR:	Distribution Totals	$195,000	Budget Total	$195,000

*Letter(s) of good standing that validate the respondent's programmatic, administrative, and financial capability must be placed after this form if respondent receives any funding from state agencies other than DSHS related to this project. If the respondent is a state agency or institution of higher education, letter(s) of good standing are not required. DO NOT include funding from other state agencies in column 4 or Federal sources in column 3 that is not related to activities being funded by this DSHS project.

FORM I-1: PERSONNEL Budget Category Detail Form

Legal Name of Respondent: Hidalgo County WIC

PERSONNEL Functional Title + Code E = Existing or P = Proposed	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Lactation Consultant	y		1	IBCLC	$3,500.00	19	$64,750
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
				TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS			$0
					SalaryWage Total		$64,750

FRINGE BENEFITS Itemize the elements of fringe benefits in the space below:

Health Insurance $8,864.00 /18mo- $8,864, Life Insurance $56.00/ 18mo., FICA 7.65% -$4,953.00, Retirement-10.63%= $6,883/ 18mo, Unemployment .60% =$378.00/18mo, .94%WC=$592.00/18mo.

Fringe Benefit Rate %	34.00%
Fringe Benefits Total	$22,015

Revised: 7/6/2009

FORM I-2: TRAVEL Budget Category Detail Form

Legal Name of Respondent: Hidalgo County WIC

Conference / Workshop Travel Costs

Description of Conference/Workshop	Justification	Location City/State	Number of: Days/Employees	Travel Costs	
Attend the Lactation Quarterly	Meet & discuss about the Lactation Center.	Austin, Tx	2/3	Mileage	
				Airfare	$388
				Meals	$351
				Lodging	$139
				Other Costs	$137
				Total	$1,015
Atttemd the Nut.& Bf Conference in July 2015	Attend the NE& BF Conference	Austin, Tx	4/3	Mileage	
				Airfare	$894
				Meals	$531
				Lodging	$139
				Other Costs	$156
				Total	$1,720
Attend the ILCA- July	Learn new information concerning ILCA	Washington, DC	4/3	Mileage	
				Airfare	$952
				Meals	$351
				Lodging	$852
				Other Costs	$864
				Total	$3,019
New Mexico BF Conference	Attend the 21st Breastfeeding Task Force Annual Conference	Alburquerque,New Mexico	2/4	Mileage	
				Airfare	$976
				Meals	$390
				Lodging	$892
				Other Costs	$1,675
				Total	$3,933
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS					$3,282

Revised: 7/6/2009

Total for Conference / Workshop Travel $12,969

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
Do outreach to HC Providers & collaboration with HC Providers	800	$0.575	$460		$460
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS					$0

Total for Other / Local Travel $460

Other / Local Travel Costs: $460 **Conference / Workshop Travel Costs:** $12,969 **Total Travel Costs:** **$13,429**

Indicate Policy Used: **Respondent's Travel Policy** [ ] **State of Texas Travel Policy** [x]

Revised: 7/6/2009

FORM I-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category Detail Form

Legal Name of Respondent: Hidalgo County WIC

Itemize, describe and justify the list below. Attach complete specifications or a copy of the purchase order. See attached example for equipment definition and detailed instructions to complete this form.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
Item: 17608 Ameda Elite Breast Pump - multi-user built in dual bottle holders: unit weight 6.5 lbs vacuum: 30mmHg/4.0 kPa to 250 mmHg/33/3kPA :Cycles 30to 60 cycles per min. Power Supply: power	To provide Lactation Services for Non WIC participants 50 units @ $732 ea	40	$732	$29,280
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
			TOTAL FROM EQUIPMENT SUPPLEMENTAL BUDGET SHEETS	$0

Total Amount Requested for Equipment: **$29,280**

Revised: 7/6/2009

FORM I-4: SUPPLIES Budget Category Detail Form

Legal Name of Respondent: Hidalgo County WIC

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable.** Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) See attached example for definition of supplies and detailed instructions to complete this form.

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	**Purpose & Justification**	**Total Cost**
Item: 17083 Ameda Purely Yours Double Electric Breast Pump Purely Your Carry All (1) Purely Yours Breast Pump (1) Dual HygieniKit Mikl CollectionSystem (without BPA and DEHP(1) Microfiber Carry All Tote Shoulder bag, (1)CoolN Carry Milk Storage Tote with 3 cooling elements, (1) Milkstprage giode;omes card (6) 4 oz ./120mL milk collection bottles with lock tight sealing lids (1) Instructions for use	To provide services at the Lactation Center for Non WIC Participants. 35 x164.98= 5774	$5,774
Item: 17065 Ameda One Hand Mual Pump Tote (1) Hand Manual Breast Pump (1) Tote Bag (10 25.o00 mm breast flange (2) White valves (1) 4 oz./120ml milk collection bottles (1) Tight sealing lids (1) Jno Show Premium Disposable Nursing Pads 2 Sample Pack (1) Store N Pour Milk Storage Bags 2 Sample Pack (1) Instructions for use	To provide services at the Lactation Center for Non WIC Participants 100 x 31.12= 3112	$3,112
Item: 174499Ameda Dual HygieneKIt Milk Collection System Incudes(2) 25.0 breast flanges, (2) Silicone diahpragms (2) 4 oz/120ml bottles,(4) White Valves(2) Adapter caps (2) Silicone tubings (2) 2 piece lock tight bottle caps (1) Instruction for use	To provide service at the Lactation Center for Non WIC Participants 40x39.24 each	$1,570
Item: 17358 Ameda Custome Fit Breast FlangesXL/XXL	To provide service at the Lactation Center for Non WIC Participants 6 SETS/BX = 144.38 X15=2166	$2,166
Item: 625111Ameda Reduced Inserts	To provide service at the Lactation Center for Non participants WIC 20 x1.39 each= 27.58	$28
Breast Care: Item: 67203 Medela Contact Nipple Shields 24mm	To provide service at the Lactation Center for Non WIC participants(5.33PK) 20/ 6pks per case $32x20=$640	$640

FORM I-6: OTHER Budget Category Detail Form

Legal Name of Respondent: Hidalgo County WIC

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost per unit)]	Purpose & Justification	Total Cost
Other:Books Items: Breastfeeding After Breast & Nipple Procedure : A Guide for Healthcare Professional 1- $19.00 & Breastfeeing Atlas 5th Edition - $67.00	For the Lactation Center A guide for the Healthcare Professional - 19.00 & BF Atlas - $67.00 = 86.00	$86
ILCA- Breastfeeding Management #9781449694654 for the Clinician 3rd Edition - $79.00 & Clinical Experience in Lactation 4th Edition & Clinical Instruction in Lactation teaching 3rd generation & Clinical Therapy in Breastfeeding Patients- $28.50 + Biological Nurturing $20.00 + Nipple and Areola in Breastfeeding & Lactation $19.00	For the Lactation Center Breastfeeding Management - $79.00 & Clinical Experience $48.00 + Clinical Instruction inLactation - $30.00 + Clinical Therapy in Breastfeeding Patients - $28.50+ Biological Nurturing $20.00 + Nipple & Areola in BF & Lactation $19.00=$224.50	$225
ILCA The 10th Step & Beyond Mother Support for BF $31.50 + The WHO International Code of Marketingof Breastmilk Substitutes History and Analysis 2nd Edition $26.00+ Tongue Tie: morphogenesis, Impact Assessment & Treatment + $50.00	For the Lactation Center: 10th Step & Beyond mother Support $31.50 + WHO International Code $26.00 + Tongue Tie$50.00= $107.50	$108
Rental of Building Lactation Center 30,000	Rental of Lactation Center	$30,000
		$0
		$0
		$0
		$0
		$0
		$0
		$0
		$0
		$0
		$0
		$0
	TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS	$0

Revised: 7/6/2009

FORM I-5: CONTRACTUAL Budget Category Detail Form

Legal Name of Respondent: Hidalgo County WIC

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates $100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount)	TOTAL
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
				TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS		$0

Total Amount Requested for CONTRACTUAL: $0

Page 2, FORM I - 7 Indirect Costs

If using an central service or indirect cost rate, identify the types of costs that are included (being allocated) in the rate:

Cost of Salaries is 64,750 + Fringes is 22, 015 for a total of $86,765 x7.36% Indirect cost =$ 6385.91

Organizations that do not use an indirect cost rate and governmental entities with only a central service rate must identify the types of costs that will be allocated as indirect costs and the methodology used to allocate these costs in the space provided below. The costs/methodology must also be disclosed in Part V-Indirect Cost Allocation of the Cost Allocation Plan that is submitted to DSHS. **Identify the types of costs that are being allocated as indirect costs, the allocation methodology, and the allocation base:**

Page 2, FORM I - 7 Indirect Costs

If using an central service or indirect cost rate, identify the types of costs that are included (being allocated) in the rate:

Cost of Salaries is 64,750 + Fringes is 22, 015 for a total of $86,765 x7.36% Indirect cost =$ 6385.91

Organizations that do not use an indirect cost rate and governmental entities with only a central service rate must identify the types of costs that will be allocated as indirect costs and the methodology used to allocate these costs in the space provided below. The costs/methodology must also be disclosed in Part V-Indirect Cost Allocation of the Cost Allocation Plan that is submitted to DSHS. **Identify the types of costs that are being allocated as indirect costs, the allocation methodology, and the allocation base:**

Total Amount Requested for Other:	$30,418

Revised: 7/6/2009

FORM I - 7 Indirect Costs

Legal Name of Respondent: Hidalgo County WIC

Total amount of indirect costs allocable to the project: **Amount:** $6,386

Indirect costs are based on (mark the statement that is applicable):

X The respondent's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. **Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form (Form I - 7 Indirect)**

RATE: 7.36%
BASE:

_____ ***Applies only to governmental entities*** . The respondent's current central service cost rate **or** indirect cost rate based on a rate proposal prepared in accordance with OMB Circular A-87. **Attach a copy of Certification of Cost Allocation Plan or Certification of Indirect Costs.**

RATE:
TYPE:
BASE:

Note: Governmental units with only a Central Service Cost Rate must also include the indirect cost of the governmental units department (i.e. Health Department). In this case indirect costs will be comprised of central service costs (determined by applying the rate) and the indirect costs of the governmental department. The allocation of indirect costs must be addressed in Part V - Indirect Cost Allocation of the Cost Allocation Plan that is submitted to DSHS.

_____ A cost allocation plan. A cost allocation plan as specified in the DSHS Contractor's Financial Procedures Manual (CFPM), Appendix A must be submitted to DSHS within 60 days of the contract start date. The CFPM is available on the following internet web link: http://www.dshs.state.tx.us/contracts/

GO TO PAGE 2 (below)

FORM I - 7 Indirect Costs

Legal Name of Respondent: Hidalgo County WIC

Total amount of indirect costs allocable to the project: **Amount:** $6,386

Indirect costs are based on (mark the statement that is applicable):

X The respondent's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. **Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form (Form I - 7 Indirect)**

RATE: 7.36%
BASE:

____ ***Applies only to governmental entities***. The respondent's current central service cost rate **or** indirect cost rate based on a rate proposal prepared in accordance with OMB Circular A-87. **Attach a copy of Certification of Cost Allocation Plan or Certification of Indirect Costs.**

RATE:
TYPE:
BASE:

Note: Governmental units with only a Central Service Cost Rate must also include the indirect cost of the governmental units department (i.e. Health Department). In this case indirect costs will be comprised of central service costs (determined by applying the rate) and the indirect costs of the governmental department. The allocation of indirect costs must be addressed in Part V - Indirect Cost Allocation of the Cost Allocation Plan that is submitted to DSHS.

____ A cost allocation plan. A cost allocation plan as specified in the DSHS Contractor's Financial Procedures Manual (CFPM), Appendix A must be submitted to DSHS within 60 days of the contract start date. The CFPM is available on the following internet web link: http://www.dshs.state.tx.us/contracts/

GO TO PAGE 2 (below)

Item:67218 Medela Contact Nipple Shield 20mm (s)	To provide service at the Lactation Centerfor Non WIC Participants (5.33/pk)20/pks per case $32 x20=$640	$640
Item:67251 Medela Contact Nipple Shield 16mm(xs)	To provide service at the Lactation Center for Non WIC Participants $5.33/pk) 6pks per box $32x4=$128	$128
Item : 80210 Medela Soft Shells for Sore Nipples	To Provide service at the Lactation Center for Non WIC Participants$10.50 /12/bx 20/cs x$126.00 = $2520	$2,520
Item: 89972 Medela Washable Bra Pads 100% cotton	To provide service at the Lactation Center for Non WIC Participants $3.25pairx300= $975.00	$975
Item: 87124 Medela Hydrogel Pads	To provide service at the Lactation Center for Non WIC participants 100/bx @$125 x2=$ 250.	$250
Feeding Aides: Item : 864908 Mckesson Syringe TB w/o NDL 1cc	To provide service at the Lactation Center for non WIC Participants 100 bx @$10.86 x5=$54.30/bx	$54
Item: 863714 Mckesson Syringe LL 20cc	To provide service at the Lacatation Center for Non WIC Participants 100/bx @ $30.46x5= $152	$152
Item : 188670 Mckesson 1oz med. Translucent plastic	To provide service at the Lactation Center for non WIC Participants (100Sl) @.91x300=$273	$273
		$0
	TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS	$10,440

Total Amount Requested for Supplies: **$28,722**

AI -47956 **WIC 18. B.**

CC - REGULAR

Meeting Date: 02/04/2015

Submitted By: Margarita Gonzalez, WIC

Department: WIC

Information

CAPTION

WIC (1292):
1. Approval of Amended Contract #2015- 047381-001A between Hidalgo County Health and Human Services WIC Program and the Department of State Health Services (DSHS) effective 01/01/2015.
2. Authorization for the County Judge to sign amended WIC contract 2015-047381-001A.
3. Approval of Certification of Revenues in the amount of $302,200.00 as certified by the County Auditor for FY 2015 WIC grant.
4. Approval of appropriation of grant funds in the amount of $302,200.00 for the FY 2015 WIC Admin. grant.

BACKGROUND

Budget represents initial funding from Texas Department of State Health Services.
No County Match- Federal funds.
5.1292.441.00.350.001.5.xxx

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1292-441-00-350-001-5-XXX

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

BUDGETARY IMPACT:

See attached appropriation form.

No County 100% Federal Funding.

Attachments

Amendment 2015 DSHS
Letter of Amendment FY15
Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/23/2015 11:37 AM
Rosalinda Cantu	Rosie Cantu	01/29/2015 10:11 AM
Sylvia Solis	Sylvia Solis	01/30/2015 03:40 PM
Purchasing Department	Monica Badillo	01/30/2015 05:20 PM

Form Started By: Margarita Gonzalez Started On: 01/05/2015 06:11 PM
Final Approval Date: 01/30/2015

DEPARTMENT OF STATE HEALTH SERVICES

Amendment

The Department of State Health Services (DSHS) and HIDALGO COUNTY HEALTH AND HUMAN SERVICES WIC PROGRAM (Contractor) agree to amend the Program Attachment # 001 (Program Attachment) to Contract # 2015-047381 (Contract) in accordance with this Amendment No. 001A : NSS/WIC-LOCAL AGENCY - LACTATION CENTER, effective 01/01/2015.

The purpose of this Amendment is due to rate increase which also requires additional funding than initially established.

Therefore, DSHS and Contractor agree as follows:

Change Program Attachment Number as follows:

PROGRAM ATTACHMENT NO. ~~**001**~~ **001A**

SECTION.VII. BUDGET **is revised as follows:**

Total reimbursements will not exceed: ~~**$12,214,646.00.**~~ **$12,537,851.00.**

SECTION VIII. SPECIAL PROVISIONS:

PARTICIPANTS SERVED PER MONTH MAXIMUM REIMBURSEMENT **is revised as follows:**

During the term of the Program Attachment, Contractor shall earn administrative funds at the rate of ~~**$11.49**~~ **$11.97** for each participant served as defined above.

(9) DSHS WIC Program will pay Contractor actual allowable costs not to exceed $275,000.00 to act as (1) a lactation resource center for Special Supplemental Nutrition Program for Women, Infant and Children (WIC) mothers with breastfeeding problems, (2) a training center for WIC local agency staff and other health providers to receive clinical experience working with breastfeeding mothers, and (3) a statewide Breastfeeding Resource Center for health providers to utilize for information and assistance when working with pregnant and breastfeeding women. Contractor must provide counseling services (to include in-person, phone, web-cam, and email consults) to at least 700 breastfeeding mothers at Contractor's location per year. Contractor shall meet or exceed 20 students (i.e. WIC staff, dietetic interns, residents, nurses) completing the Clinical Lactation Practicum or other breastfeeding training at Contractor's location. Contractor shall provide community education and track outreach activities to promote and support breastfeeding and the use of the lactation center in the community. Contractor will provide outreach to all Cameron and Hidalgo county hospitals by March 31, 2015 Contractor shall

submit a quarterly activity report, in a format to be provided by DSHS, which documents the Contractor's activities to meet the performance measures stated above. Contractor shall complete and submit the reports to DSHS within 30 calendar days after the end of each quarter of this Program Attachment.

All other terms and conditions not hereby amended are to remain in full force and effect. In the event of a conflict between the terms of this contract and the terms of this Amendment, this Amendment shall control.

Department of State Health Services

_____
Signature of Authorized Official

Date: _____

Kyle L. Janek, M.D.

Executive Commissioner

4900 N. LAMAR BLVD
AUSTIN, TEXAS 78751

512.424.6502

kyle.janek@hhsc.state.tx.us

Contractor

_____
Signature of Authorized Official

Date: _____

Name: _____

Title: _____

Address: _____

_____

Phone: _____

Email: _____

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

DAVID L. LAKEY, M.D.
COMMISSIONER

1100 West 49th Street • Austin, Texas 78756
P.O. Box 149347 • Austin, Texas 78714-9347
1-888-963-7111 • www.dshs.state.tx.us
TDD: 1-800-735-2989

Letter of Amendment

December 19, 2014

Ms. Norma L. Longoria, WIC Director
LA #12, Hidalgo County Health & Human Services
3105 West University Drive
Edinburg, TX 78539

Dear Ms. Longoria:

An amendment to your FY 2015 WIC contract is currently being prepared; effective January 1, 2015 your agency's new per participant rate will be $11.97. This letter is a notification of additional funding that will be added to your contract in order to support the extension. A formal contract amendment will be sent to your agency confirming this. **The funds will not be available until this signed amendment has been returned to this office.**

In order to help your agency with budgeting, we have provided the following table outlining the increased funding amounts and total "not to exceed" amount for the period October 1, 2014 through September 30, 2015:

Project	Project Contact	Current Award Amount	Amended Amount	Revised Project Total
WIC Funding	Benny Jasso benny.jasso@dshs.state.tx.us (512) 341-4573	$10,983,089.00	$323,205.00	$11,306,294.00
Peer Counselor	Kristina Arrieta kristina.arrieta@dshs.state.tx.us (512) 341-4593	$799,302.00	$.00	$799,302.00
Registered Dietitian	Angela Gil angela.gil@dshs.state.tx.us (512) 341-4590	$57,255.00	$.00	$57,255.00
Obesity Prevention	Angela Gil angela.gil@dshs.state.tx.us (512) 341-4590	$20,000.00	$.00	$20,000.00
Lactation Services	Faith Njoroge Faith.njoroge@dshs.state.tx.us (512) 341-4594	$80,000.00	$.00	$80,000.00
Lactation Service Center	Tracy Erickson Tracy.erickson@dshs.state.tx.us (512) 341-4521	$275,000.00	$.00	$275,000.00
Revised Total Contract "Not to Exceed" Amount				**$12,537,851.00**

Funds are awarded with the understanding that any procurements using these funds will be in compliance with the Uniform Grant Management Standards (UGMS), WIC policies and 7 CFR Part 3016. **This letter is approval for funding only. It does not relieve the agency from seeking additional approvals as required by WIC Policy**.

In order for the State Agency to track these expenditures, please bill for each of these projects on separate *State of Texas Purchase Vouchers (B-13).* In order to capture all special project expenditures, continue to bill on a separate voucher once you exceed the allocation amount listed above. Any amount over your allocation will be charged appropriately to your regular funding.

For questions regarding funding decisions, please contact Benny Jasso, WIC Program, at (512) 341-4573, or benny.jasso@dshs.state.tx.us. For questions regarding purchase requests, please contact Alisin Genfan, Contract Development and Support Branch, at (512) 776-3156 or alisin.genfan@dshs.state.tx.us.

Sincerely,

Lindsay L. Rodgers

Lindsay Rodgers, Director
Nutrition Services Section

AG:klr

DATE: 1/22/2015
DEPARTMENT HEAD: NORMA LONGORIA
DEPARTMENT NAME: WIC
ACCOUNT NUMBER: 5-1292-441-00-350-001-5-XXX WIC ADMIN

CONTACT PERSON: Margarita Gonzalez Ph# (956) 381-4646 Ext. 4042

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

Honorable Commissioner's Court of Hidalgo County :

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

INCREASE OBJECT NUMBERS	ACCOUNT (OBJECT) NAME	AMOUNT
5-1292-441-00-350-001-5-113	Regular F/T Salaries	35,000.00
5-1292-441-00-350-001-5-220	FICA	2,678.00
5-1292-441-00-350-001-5-230	Retirement	3,721.00
5-1292-441-00-350-001-5-250	Unemplopyment Comp	210.00
5-1292-441-00-350-001-5-260	Worker's Comp	329.00
5-1292-441-00-350-001-5-411	Water/ Sewerage	6,000.00
5-1292-441-00-350-001-5-421	Disposal	5,000.00
5-1292-441-00-350-001-5-531	Telephone	60,000.00
5-1292-441-00-350-001-5-535	Postage	20,000.00
5-1292-441-00-350-001-5-610	General Supplies	97,262.00
5-1292-441-00-350-001-5-622	Electricity	72,000.00
5-1292-331-12-350-001-5-000	WIC Administration Revenues	302,200.00
	TOTAL BUDGET INCREASE	302,200.00

REASON: To appropriate additional awarded funds from amended contract, a result of the increase in per participant rate, to $11.97 (reflects .25 increase)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT ___/___/___ DATE ATTEST COUNTY CLERK

AI -48194 **Planning Department** **19. A.**

CC - REGULAR

Meeting Date: 02/04/2015

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

Department: PLANNING DEPT.

Information

CAPTION

1. Preliminary Approval
a. P. Torres Subdivision – Pct. 4 (Pedro Torres)
b. Las Brisas Heights Subdivision – Pct. 4 (Kyndel Bennett)
c. Howling Trails Subdivision – Pct. 3 (La Joya ISD)

2. Final Approval
a. M.E. Alaniz Subdivision – Pct. 4 (Maria Elida Alaniz)
b. Lara Subdivision – Pct. 1 (Nereida Lara)
c. RG Estates Phase II – Pct. 4 (William Schwarz)

3. Final Approval with Financial Guarantee
a. Acres of Santa Cruz Phase II-A – Pct. 3 (Richard Ruppert)
b. Re-plat of Lot 12, Santa Cruz Ranches Ph I – Pct. 4 (Tomas Guzman)
c. Pueblo De Palmas Ph. 16 – Pct. 4 (J. Gary Frisby)

BACKGROUND

Fiscal Impact

Attachments

P Torres; Preliminary
Las Brisas Heights; Preliminary
Howling Trails; Preliminary
ME Alaniz; Final
Lara Subdivision; Final
RG Estates 2; Final
Acres De Santa Cruz IIA; Final
Replat of Lot 12 Santa Cruz Ph I
Pueblo de Palmas Ph. 16; Final

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/22/2015 09:36 AM
Glinda Pacheco	Glinda Pacheco	01/26/2015 03:00 PM

Purchasing Department	Monica Badillo	01/30/2015 05:20 PM
Form Started By: Nora Cavazos		Started On: 01/21/2015 02:02 PM
Final Approval Date: 01/30/2015		

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: 02-03-2015

PROPOSED **P. TORRES** SUBDIVISION, PRECINCT No. **4** .

ENGINEER FIRM: **URBAN INFRASTRUCTURE GROUP** DEVELOPER: **PEDRO TORRES**

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

NUMBER OF LOTS: **2** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **West of Terry Rd approximately 600 feet North of Ramseyer Rd.**

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

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **10-03-14** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **Detention will be accomplished by onsite detention swale.**

ROAD R.O.W. DEDICATION: **No right of way dedication is required by plat**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **01-15-15** By, **Jesse Ozuna** PCT. 4 R.O.W. AGENT

SEWER SYSTEM: ☒SANITARY SEWER BY: **N.A.W.S.C.** LINE SIZE: **8"** LOCATION: **South of Jack's Rd**

WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **2"** LOCATION: **North of Jack's Rd**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **12-05-14** : By **Martin Ramirez, Environmental Compliance Coordinator**

Proposed project was reviewed before preliminary approval and it was determined that less than one acre of soil disturbance would take place during construction and it was not part of a larger common plan of development. Coverage under TPDES General Permit for Construction Activities was not required.

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**.*

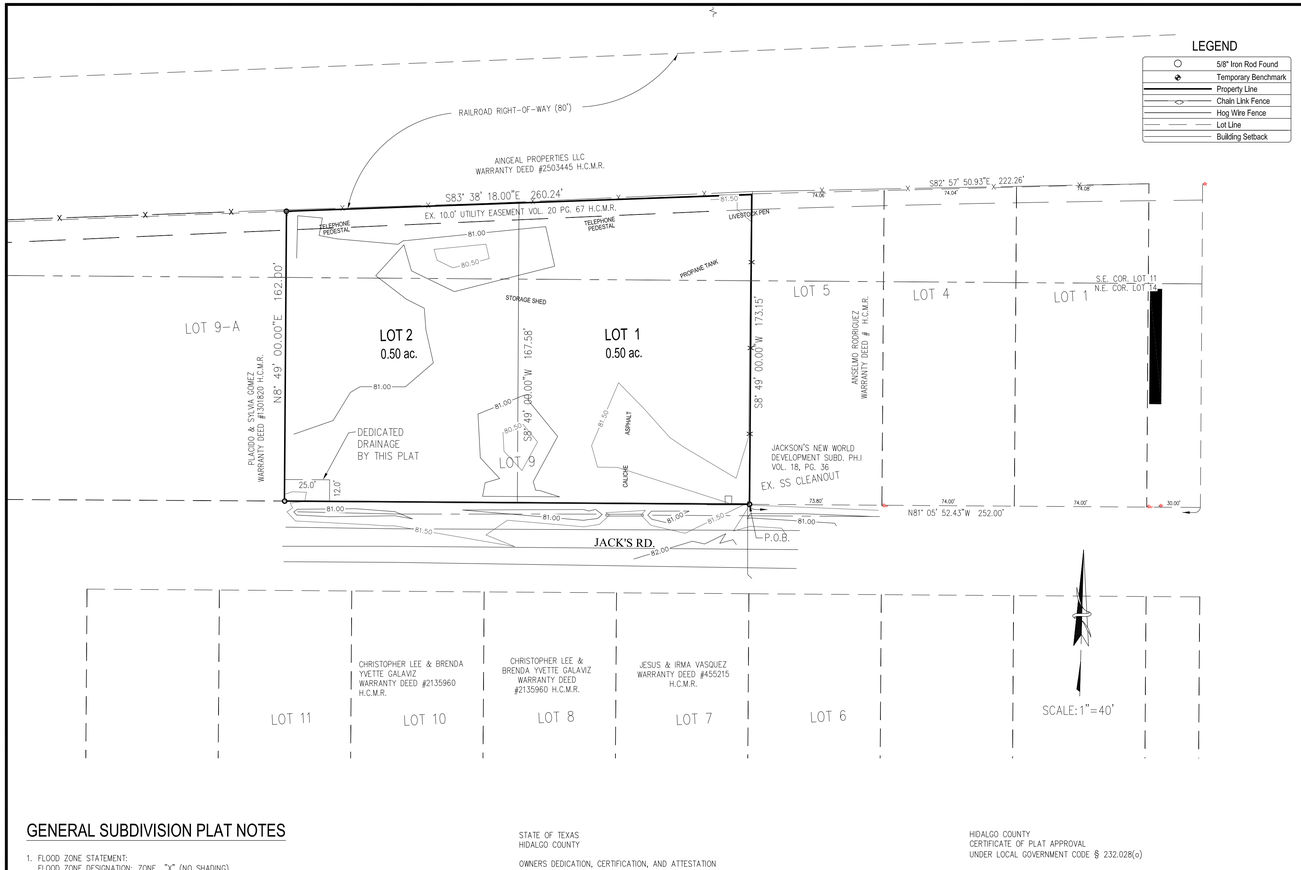
☐ **Final Approval** *subject to recommendations other departments*

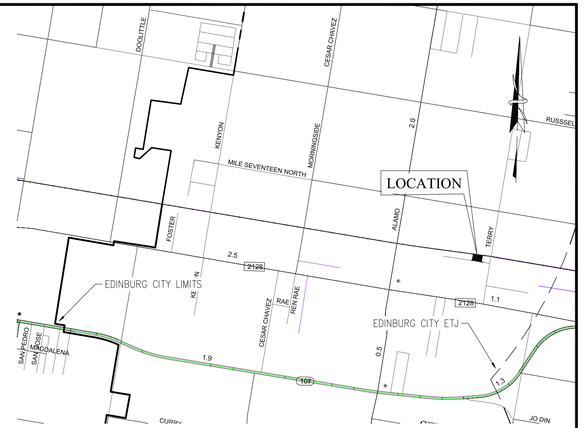
☐ **Final Approval** *with financial guarantee.*

* *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.*

PRELIMINARY PLAT OF P. TORRES SUBDIVISION

BEING A 1.000 ACRE TRACT OF LAND OTHERWISE KNOWN AS LOT 9 OF JACKSON'S NEW WORLD DEVELOPMENT SUBDIVISION, UNIT NO. 2 AS RECORDED IN VOLUME 20, PAGE 67, MAP RECORDS OF HIDALGO COUNTY, TEXAS.





LOCATION MAP
SCALE: 1"=2000'

GENERAL SUBDIVISION PLAT NOTES

1. FLOOD ZONE STATEMENT:
   FLOOD ZONE DESIGNATION: ZONE "X" (NO SHADING)

   ZONE "X" AREAS DETERMINED TO BE OUTSIDE 500–YR. FLOODPLAIN
   COMMUNITY–PANEL NO. 480334 0325 D EFFECTIVE DATE: JUNE 6, 2000, REVISED MAY 17, 2001 BY LOMR.

   CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100–YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2. SETBACKS:
   FRONT: 25 FEET.
   GARAGE DOOR: 18 FEET
   REAR: 15 FEET OR EASEMENT WHICHEVER IS GREATER
   SIDE: 6 FEET OR EASEMENT WHICHEVER IS GREATER

3. NO MORE THAN ONE–SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4. NO COMMERCIAL USE SHALL BE ALLOWED ON LOTS 1 & 2.

5. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.

   ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISHED FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

6. –––>B.M. NO. 1. – ELEV. 79.10 BASED ON NAVD 88. DESCRIPTION: AE0423 AN NGS BRASS DISK STAMPED D 657 1942. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATES SYSTEM, SOUTH ZONE, NAD. 83 DATUM.

7. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 372 CUBIC–FEET OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS SHOWN ON THIS PLAT.

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

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

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

11. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

12. ALL CONSTRUCTION SHALL COMPLY WITH COUNTY OF HIDALGO STORM WATER POLLUTION PREVENTION PLAN (SWPPP) REQUIREMENTS.

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

14. CLEARANCES FOR WATER METERS:
    AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO A RESIDENCE PRIOR TO THE COUNTY PROCESSING A FINAL CLEARANCE FOR A WATER METER. A SEWER TAP INSPECTION SHALL BE PROVIDED FROM THE ENTITY SERVICE PROVIDER PRIOR TO RECEIVING A CLEARANCE FOR WATER METERS.

15. 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.

16. A 4FT. SIDEWALK IS REQUIRED ALONG EXTERIOR PERIMETER UPON THE ISSUANCE OF A BUILDING PERMIT.

STATE OF TEXAS
HIDALGO COUNTY

OWNERS DEDICATION, CERTIFICATION, AND ATTESTATION

I, PEDRO TORRES, AS OWNER OF THE 1.0 ACRE OF LAND ENCOMPASSED WITHIN THE PROPOSED P. TORRES SUBDIVISION DO 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:

I CERTIFY THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE s 232.032 AN THAT

(A) THE WATER QUALITY CONNECTIONS TO THE LOT(S) MEET OR WILL MEET MINIMUM STATE STANDARDS.

(B) SANITARY SEWER CONNECTIONS TO THE LOT(S) WILL MEET MINIMUM STATE STANDARDS.

(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOT(S) MEET OR WILL MEET MINIMUM STATE STANDARDS.

(D) GAS CONNECTIONS, IF AVAILABLE PROVIDED TO THE LOT(S) MEET OR WILL MEET MINIMUM STATE STANDARDS. I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____ DATE

BY: PEDRO TORRES
5915 JACK'S RD. EDINBURG, TX 78539
(956) 313–0469

RIGHT OF WAY EASEMENT: KNOWN ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR WHETHER ONE OR MORE PERSONS ARE NAMED.) IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER, AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS, AND ASSIGNS. EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND THEREAFTER USE, OPERATE, INSPECT, REPAIR MAINTAIN, REPLACE, AND REMOVE WATER DISTRIBUTION LINES 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 RELOCATING SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED. THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. 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. 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_____.

_____
DEVELOPER

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

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LARA SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON_____ _____

_____ DATE
HIDALGO COUNTY JUDGE

_____ DATE
HIDALGO COUNTY CLERK

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

ON _____AT_____A.M./P.M.

INSTRUMENT NUMBER_____ .

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____, DEPUTY CLERK

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____KNOWN TO ME BY THE PERSON(S) WHOSE NAME (S) IS ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PROPOSED AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF THE OFFICE THIS THE _____ DAY OF _____ 20___.

_____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES_____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF P. TORRES SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY ENVIRONMENTAL HEALTH DEPARTMENT ON _____ _____

_____
ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

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

_____
DISTRICT MANAGER DATE

HIDALGO COUNTY IRRIGATION DISTRICT No. 1
CERTIFICATE OF PLAT APPROVAL

THIS PLAT WAS APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT No. 1 ON THIS _____DAY OF_____20_____.

1. NO IMPROVEMENTS SHALL BE PLACED ON ANY DISTRICT EASEMENT OR RIGHT–OF–WAY.

_____
RUSTY MCDANIEL DISTRICT MANAGER DATE:

STATE OF TEXAS
HIDALGO COUNTY

I DAVID WOLF, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY THAT THE MAP ON THIS SHEET SHOWING THE LOT, AND EASEMENTS OF LARA SUBDIVISION AND ITS MEETS AND BOUNDS DESCRIPTION WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON , 20___.

_____ DATE:
DAVID WOLF
R.P.L.S. No. 6100

RESUBDIVISION OF LOT 9
P. TORRES SUBDIVISION IS LOCATED WITHIN HIDALGO COUNTY PRECINCT No.4 IN THE NORTH CENTRAL PART OF HIDALGO COUNTY AT A DISTANCE APPROXIMATELY 240 FEET WEST NORTHWEST OF THE INTERSECTION OF JACK'S ST. AND TERRY RD. 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 81,029). P. TORRES SUBDIVISION LIES APPROXIMATELY 1.71 MILES FROM THE CITY LIMITS OF EDINBURG. THE SUBDIVISION IS LOCATED WITHIN THE CITY OF EDINBURG ETJ.

METES & BOUNDS LEGAL DESCRIPTION:

BEING A 1.000 ACRE TRACT OF LAND OTHERWISE KNOWN AS LOT 9 OF JACKSON'S NEW WORLD DEVELOPMENT SUBDIVISION, UNIT NO. 2 AS RECORDED IN VOLUME 20, PAGE 67, MAP RECORDS OF HIDALGO COUNTY, TEXAS. SAID 1.000 ACRE TRACT OF LAND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A COTTON PICKER SPINDLE SET FOR THE COMMON EAST CORNER OF LOTS 11 AND 14 IN SECTION 249, OF THE TEXAS–MEXICAN RAILWAY COMPANY'S SURVEY, SAID POINT BEING ON THE CENTERLINE OF THE ORIGINAL 40' WIDE RIGHT–OF–WAY OF TERRY ROAD (50' R.O.W.);

THENCE SOUTH 08 DEG. 49' 00" WEST, ALONG THE ORIGINAL CENTERLINE OF TERRY ROAD AND THE EAST LINE OF SAID LOT 14, A DISTANCE OF 125.00' TO A POINT;

THENCE NORTH 81 DEG. 11' 00" WEST, DEPARTING THE EAST LINE OF SAID LOT 14 AND THE ORIGINAL CENTERLINE OF TERRY ROAD, AT A DISTANCE OF 29.76' PASS A 5/8" IRON ROD FOUND ON THE WEST RIGHT–OF–WAY LINE OF TERRY ROAD, SAME POINT BEING ON THE NORTH RIGHT–OF–WAY LINE OF JACK'S ROAD (50' R.O.W.), SAME POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 1 OF JACKSON'S NEW WORLD DEVELOPMENT SUBDIVISION, UNIT NO. 1 (VOL. 18, PG. 36, M.R.H.C.), AT A DISTANCE OF 177.73' PASS A 1/2" IRON ROD FOUND AT THE COMMON SOUTH CORNER OF LOTS 4 AND 5 OF SAID JACKSON'S NEW WORLD DEVELOPMENT SUBDIVISION, UNIT NO. 1, A TOTAL DISTANCE OF 252.00' TO A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF THIS TRACT, SAME POINT BEING THE SOUTHWEST CORNER OF LOT 5 OF SAID JACKSON'S NEW WORLD DEVELOPMENT SUBDIVISION, UNIT NO. 1; SAME POINT ALSO BEING ON THE NORTH RIGHT–OF–WAY LINE OF JACK'S ROAD, SAME POINT ALSO BEING THE POINT OF BEGINNING;

THENCE NORTH 81 DEG. 11' 00" WEST, CONTINUING ALONG THE NORTH RIGHT–OF–WAY LINE OF SAID JACK'S ROAD , A DISTANCE OF 260.00' TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THIS TRACT, SAME POINT BEING THE SOUTHEAST CORNER OF LOT 9–A OF SAID JACKSON'S NEW WORLD DEVELOPMENT SUBDIVISION, UNIT NO. 2;

THENCE NORTH 08 DEG. 49' EAST, DEPARTING THE NORTH RIGHT–OF–WAY LINE OF JACK'S ROAD AND PROCEEDING ALONG THE EAST LINE OF SAID LOT 9–A, A DISTANCE OF 162.00' TO A 1/2" IRON ROD FOUND FOR THE NORTHWEST CORNER OF THIS TRACT, SAME POINT BEING THE NORTHEAST CORNER OF SAID LOT 9–A, SAME POINT BEING ON THE SOUTH RIGHT–OF–WAY LINE OF MISSOURI PACIFIC RAILWAY COMPANY;

THENCE SOUTH 83 DEG. 38' 18" EAST, CONTINUING ALONG THE SOUTH RIGHT–OF–WAY LINE OF SAID MISSOURI PACIFIC RAILWAY, A DISTANCE OF 260.24' TO A 5/8" IRON ROD SET FOR THE NORTHEAST CORNER OF THIS TRACT, SAME POINT BEING THE NORTHWEST CORNER OF SAID LOT 5;

THENCE SOUTH 08 DEG. 49' WEST, DEPARTING THE SOUTH RIGHT–OF–WAY LINE OF SAID MISSOURI PACIFIC RAILWAY AND PROCEEDING ALONG THE WEST LINE OF SAID LOT 5, A DISTANCE OF 173.15' TO A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF THIS TRACT, AND THE POINT OF BEGINNING, CONTAINING 1.000 ACRES OF LAND MORE OR LESS.

BEARINGS FOR THIS METES AND BOUNDS LEGAL DESCRIPTION ARE BASED ON THE JACKSON'S NEW WORLD DEVELOPMENT SUBDIVISION, UNIT NO. 2.

STATE OF TEXAS
HIDALGO COUNTY

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

_____ DATE:
CRAIG A. GONZALEZ, P.E
LICENSED PROFESSIONAL ENGINEER No. 99268

INDEX TO SHEET OF P. TORRES SUBDIVISION

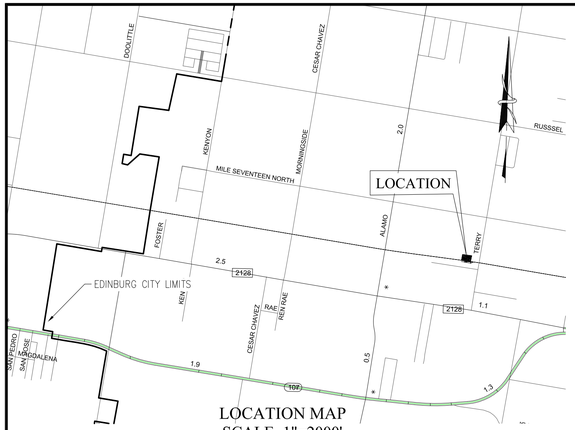
1	HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESCIGNATIONS;LEGAL DESCRIPTION (METES AND BOUNDS); OWNERS DEDICATION CERTIFICATION, ATTESTATION; ENGINEER'S & SURVEYOR'S CERTIFICATION; HIDALGO COUNTY CERTIFICATION OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY CO AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; COUNTY CLERK'S RECORDING CERTIFICATION; HIDALGO IRRIGATION DISTRICT No. 1 APPROVAL, H.C.D.D. No. 1 APPROVAL, HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATION, PLAT NOTES AND RESTRICTIONS.
2	WATER DISTRIBUTION AND SANITARY SEWER MAP, ENGINEERING REPORT. INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEERS CERTIFICATION; SUBDIVIDER CERTIFICATE AND STATEMENT. DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND ENGINEERING CERTIFICATE; MAP OF UTILITIES, BUILDING SITE PLAN, TOPOGRAPHY AND DRAINAGE; REVISION NOTES.

URBAN INFRASTRUCTURE GROUP, INC.
407 N. SALINAS BLVD.
PO BOX 729
DONNA, TEXAS 78537
(956) 464-4710
TBPE FIRM No. F-13094 WWW.UIGTEXAS.COM

THIS DOCUMENT IS RELEASED FOR INTERIM REVIEW ONLY UNDER AUTHORITY OF CRAIG GONZALEZ, P.E., (NO. 99268) ON 9–11–2014 AND IS NOT TO BE USED FOR BIDDING OR CONSTRUCTION.

No.	REVISION	DATE	APPROVED
1	Revised per City of Edinburg		
	comments dated 8-28-14	10-1-14	CAG

PRINCIPAL CONTACTS	NAME	ADDRESS	PHONE	FAX
OWNER:	PEDRO TORRES	5915 JACK'S RD. EDINBURG, TX 78539	(956) 313-0469	
ENGINEER: URBAN INFRASTRUCTURE GROUP INC.	CRAIG GONZALEZ	407 N. SALINAS BLVD., DONNA, TEXAS 78537	(956) 464–4710	(956) 464–4717
SURVEYOR: DAVID WOLF	DAVID WOLF	2713 PINEHURST DR. HARLINGEN, TX 78550	(956) XXX	(956) XXX–XXXX



LOCATION MAP
SCALE: 1"=2000'

PRELIMINARY PLAT OF P. TORRES SUBDIVISION

TORRES SUBDIVISION IS LOCATED WITHIN HIDALGO COUNTY PRECINCT No.4 IN THE NORTH CENTRAL PART OF HIDALGO COUNTY AT A DISTANCE APPROXIMATELY 240 FEET WEST NORTHWEST OF JACK'S ST. AND TERRY RD. 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 55,297). TORRES SUBDIVISION LIES APPROXIMATELY 1.71 MILES FROM THE CITY LIMITS OF EDINBURG. THE SUBDIVISION IS LOCATED WITHIN THE CITY ETJ.

FINAL WATER AND SEWER ENGINEERING REPORT

WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

P. TORRES SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

N.A.W.S.C. HAS AN EXISTING 2" DIAMETER WATER LINE RUNNING ALONG THE SOUTH SIDE OF THE RIGHT-OF-WAY OF JACK'S ROAD.

WATER DISTRIBUTION FOR THE P. TORRES SUBDIVISION CONSISTS OF TWO(2) SINGLE SERVICES WITH ⅝" METERS -X" DIAMETER DUAL SERVICE LINES RUN TO PAIRS OF LOTS BEFORE AND ¾" SERVICE LINES. ONE ⅝" METER IS EXISTING. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $_____, WHICH COVERS THE $ COST PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C. UPON REQUEST BY THE LOT OWNER, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT

SEWAGE FACILITIES DESCRIPTION; COST AND OPERABILITY DATES

SEWAGE FROM P. TORRES SUBDIVISION WILL BE PROVIDED BY THE NORTH ALAMO WSC EXISTING 8" SEWER MAIN THAT RUNS WITHIN JACK'S RD. R.O.W.

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.

WATER FACILITIES – THESE FACILITIES WERE INSTALLED UNDER PREVIOUS OWNERSHIP.
SEWAGE FACILITIES – THESE FACILITIES WERE INSTALLED UNDER PREVIOUS OWNERSHIP.

_____
ENGINEER'S SIGNATURE DATE

SUBDIVIDER CERTIFICATION:

1.– BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (A) WATER 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.

2.– I PEDRO TORRES SUBDIVIDER OF P. TORRES SUBDIVISION HEREBY CERTIFY SEWER CONNECTIONS HAVE BEEN PAID TO THE CITY OF EDINBURG. AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE QUALITY & QUANTITY TO ENABLE SAID SUBDIVISION TO HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATION AND THE LAWS OF THE STATE AS REQUIRED BY STATE, COUNTY, AND CITY REGULATIONS.

_____
(OWNERS SIGNATURE) PEDRO TORRES

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____KNOWN TO ME BY THE PERSON(S) WHOSE NAME (S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PROPOSED AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF THE OFFICE THIS THE _____ DAY OF _____ 20__.

_____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES_____

DRAINAGE REPORT FOR TORRES SUBDIVISION

INTRODUCTION

THE P. TORRES SUBDIVISION IS A TWO (2) LOT 1.0 ACRE RESIDENTIAL SUBDIVISION. THE PROPERTY IS LOCATED WITHIN THE CITY OF EDINBURG ETJ, APPROXIMATELY 240 FEET WEST NORTHWEST OF THE INTERSECTION OF JACKS STREET AND TERRY ROAD..

FLOODPLAIN INFORMATION

THE PROPERTY DOES NOT CONTAIN FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) SPECIAL FLOOD HAZARD AREAS (SFHA). THE P. TORRES SUBDIVISION IS LOCATED WITHIN FEMA COMMUNITY PANEL NUMBER 4803340325D, REVISED MAY 17, 2001.

SOIL SURVEY

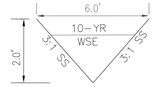
THE SOIL ON THE PROPERTY IS 100% HIDALGO SANDY CLAY LOAM, 0 TO 1 PERCENT SLOPES (MAP SYMBOL 28), AS INDICATED IN THE USDA NATURAL RESOURCES CONSERVATION SERVICE (NRCS).

HYDROLOGY

THE EXISTING 1.0 ACRE CONSIST OF GRASS COVERED LAWN, ASPHALT DRIVEWAY AND AN EXISTING SINGLE FAMILY RESIDENCE. THE RATIONAL METHOD WAS USED TO CALCULATE THE PRE- AND POST-DEVELOPMENT PEAK STORM WATER FLOWRATES FOR THE 10-YEAR AND 25-YEAR STORM EVENTS. RUNOFF COEFFICIENTS, "C" VALUES, WERE CALCULATED BASED ON THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) HYDRAULIC DESIGN MANUAL, DATED 10/2011. THE PRE-DEVELOPED PEAK 10-YEAR FLOWRATE IS APPROXIMATELY 1.88 CFS AND THE POST-DEVELOPMENT PEAK 10-YEAR FLOWRATE IS APPROXIMATELY 2.25 CFS, OR AN INCREASE OF 0.37 CFS.

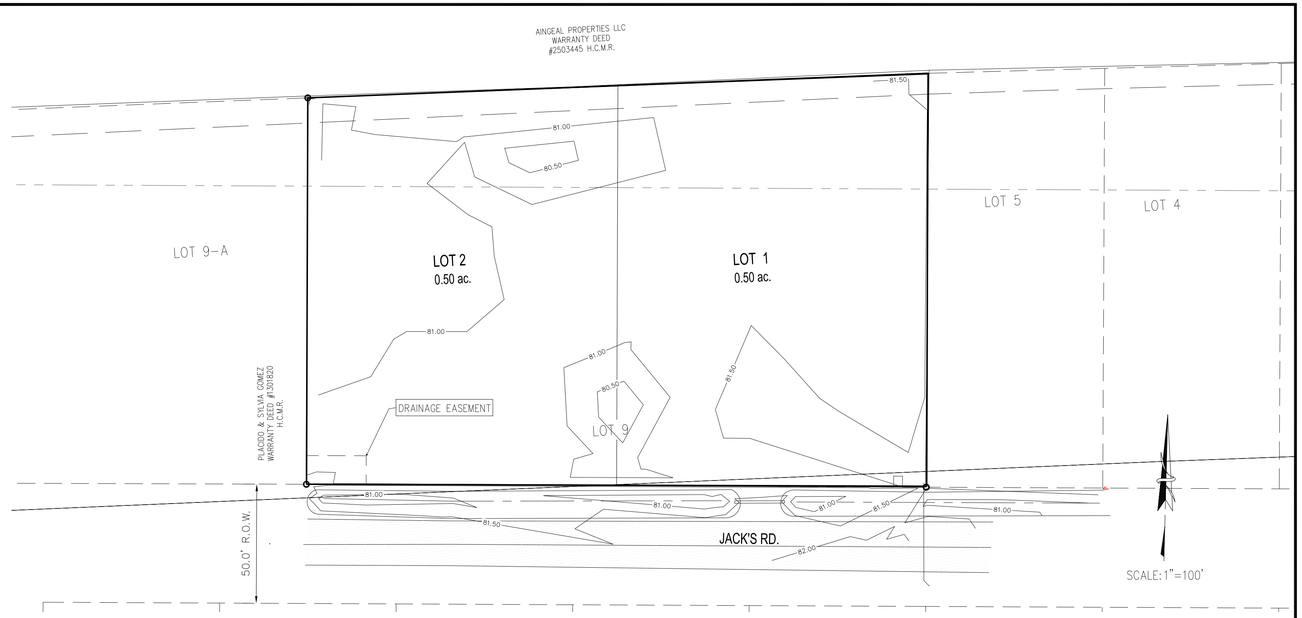
DETENTION

A NEW DETENTION POND IS PROPOSED AT THE SOUTHEAST CORNER OF THE PROPERTY. AS SHOWN IN ATTACHMENT D THE 10-YEAR DETENTION VOLUME IS APPROXIMATELY 292 CUBIC FEET. A TWO (2) FOOT DEEP BY 31 FOOT LONG TRIANGULAR SWALE IS PROPOSED FOR DETENTION. THE SWALE WILL HAVE A 4.5' WIDE OVERFLOW SPILLWAY THAT WILL SHEET FLOW FROM THE POND AT A DEPTH OF 3-INCHES AT APPROXIMATELY 1.80 CFS.

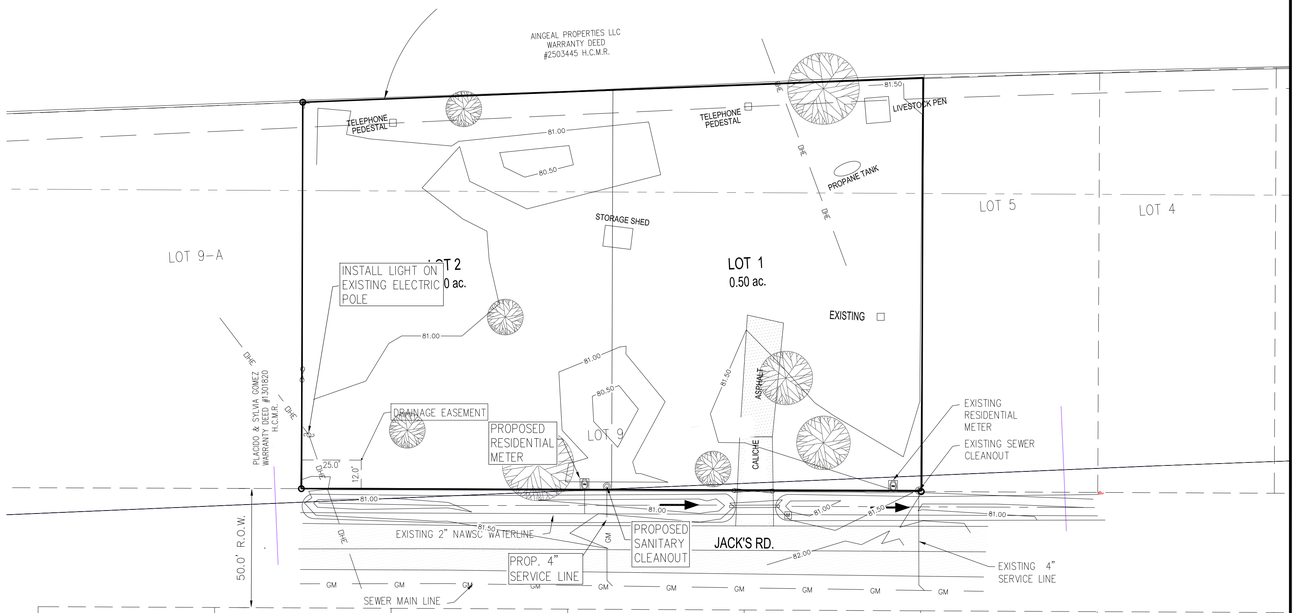


Triangular Channel Design		
10-Year WS Depth	0	ft
SS	3	ft/ft
10-Year WS Depth	2	ft
Top Width	12	ft
Area	12	sf
Length	25	ft
Pond Volume	300	cf
10-Yr Capture Volume	292	CF

DETENTION POND CROSS-SECTION



TOPOGRAPHY AND DRAINAGE



MASTER SITE PLAN

INDEX TO SHEET OF TORRES SUBDIVISION

1	HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESCIGNATIONS;LEGAL DESCRIPTION (METES AND BOUNDS); PLAT NOTES AND RESTRICTIONS; OWNERS DEDICATION CERTIFICATION, ATTESTATION; ENGINEER'S & SURVEYOR'S CERTIFICATION; HIDALGO COUNTY CERTIFICATION OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO HIDALGO COUNTY AND ETJ OF MUNICIPALITY AND HIDALGO COUNTY PRECINCT DESIGNATION; COUNTY CLERK'S RECORDING CERTIFICATION; HIDALGO & CAMERON COUNTIES IRRIGATION DISTRICT No. 9 APPROVAL, H.C.D.D. No. 1 APPROVAL, HIDALGO COUNTY RIGHT-OF-WAY DEPARTMENT CERTIFICATION, HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATION.
2	WATER DISTRIBUTION AND SANITARY SEWER MAP, ENGINEERING REPORT INCLUDING DESCRIPTION OF WATER AND WASTEWATER AND ENGINEER'S CERTIFICATION; SUBDIVIDER CERTIFICATE AND STATEMENT, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND ENGINEERING CERTIFICATION; MAP OF UTILITIES, BUILDING SITE PLAN, TOPOGRAPHY AND DRAINAGE; REVISION NOTES.

No.	REVISION	DATE	APPROVED
1	Revised per City of Edinburg		
	comments dated 8-28-14	10-1-14	CAG

URBAN INFRASTRUCTURE GROUP, INC.
407 N. SALINAS BLVD.
PO BOX 729
DONNA, TEXAS 78537
(956) 464-4710
TBPE FIRM NO. F-13094 WWW.UIGTEXAS.COM

→ FLOW ARROW

THIS DOCUMENT IS RELEASED FOR INTERIM REVIEW ONLY UNDER AUTHORITY OF CRAIG GONZALEZ, P.E., (NO. 99268) ON 9-11-2014 AND IS NOT TO BE USED FOR BIDDING OR CONSTRUCTION.

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: 02-03-2015

PROPOSED **LAS BRISAS HEIGHTS** SUBDIVISION, PRECINCT No. **4** .

ENGINEER FIRM: **KK ENGINEERING** DEVELOPER: **KYNDEL W. BENNETT**

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

NUMBER OF LOTS: **44** ☒ *SINGLE FAMILY ___ ☐ *MULTI-FAMILY ___ ☐ COMMERCIAL ___ ☐ INSTITUTIONAL

LOCATION DESCRIPTION: **Northeast corner of Tower Rd and Iowa Rd.**

SUBDIVISION LIES WITHIN THE: ☒ **The rural area of the County**

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **12-14-14** PROPERTY LIES WITHIN FLOOD ZONE: **"C"** AS PER FEMA.

DRAINAGE DESIGN: **Storm Drainage pipe system, discharging into a regional detention ponde dedicated to the HCDD No. 1. A 18" Storm Drainage Pipe will connect to an existing 24" storm drainage pipe running South along the East right of way line of Tower Rd**

ROAD R.O.W. DEDICATION: **30 feet onto Iowa Rd and 20 feet onto Tower Rd**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **12-14-14** By, **Jesse Ozuna** PCT. 4 R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **12-14-14** By, **Elizardo Ramos, Environmental Health Division Manager**

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **JOSE A. GONZALEZ**

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

WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **8"** LOCATION: **Iowa Rd and 12" on Tower Rd**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **01-07-15** : 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.*

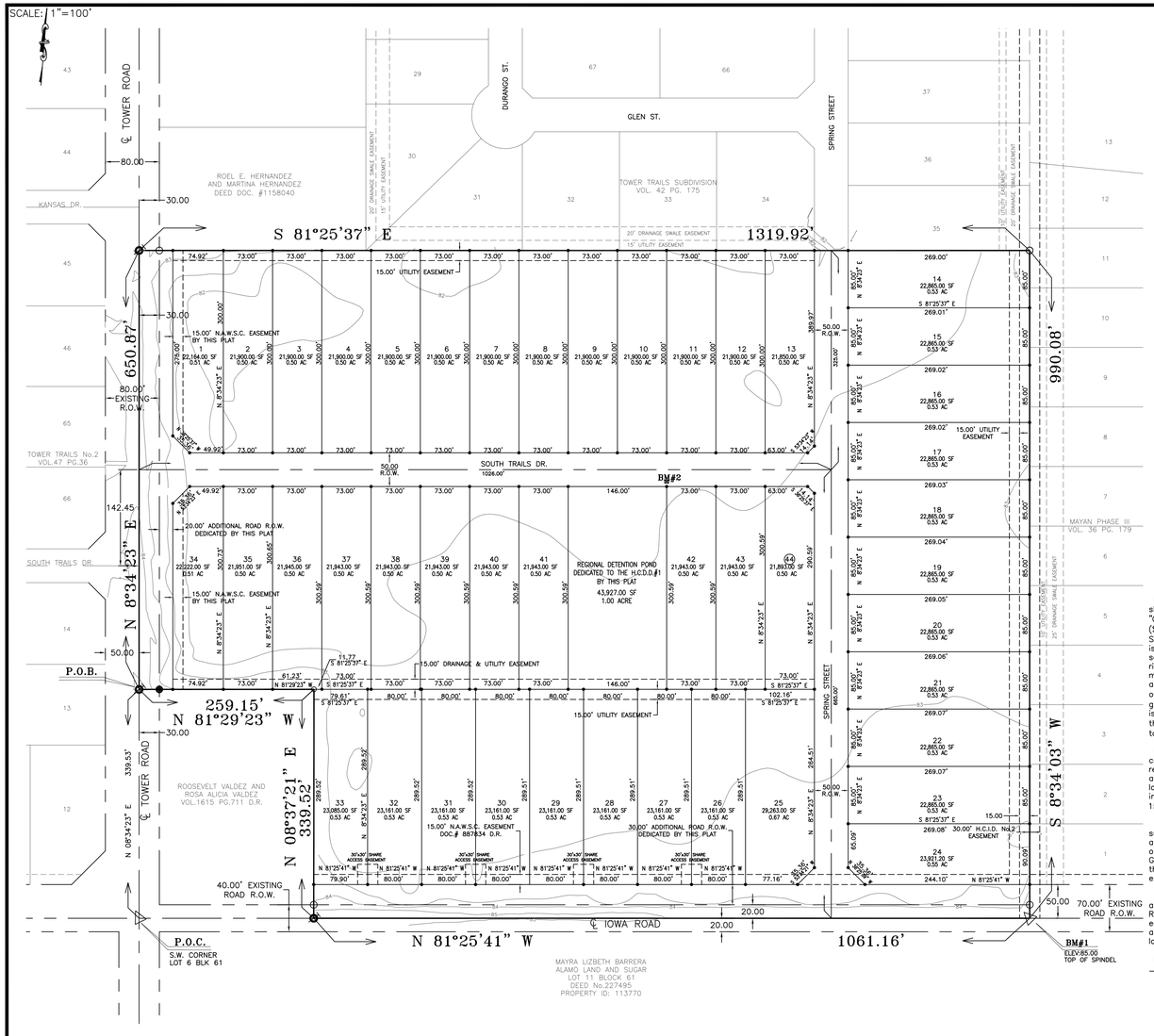
☐ **Final Approval** *subject to recommendations other departments*

☐ **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.*

SCALE: 1"=100'



METES AND BOUNDS

A 27.98 ACRE TRACT OF LAND OUT OF Lot 6 Block 61, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS AS PER MAP RECORDED IN VOLUME 1 PAGES 24–26 MAP RECORDS OF HIDALGFO COUNTY, TEXAS, SAID 27.98 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A COTTON PICKER SPINDLE FOUND AT THE SOUTHWEST CORNER OF LOT 6 BLOCK 61, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, THENCE N 08°34'23" E, WITH THE WEST LINE OF SAID LOT 6, BLOCK 61, A DISTANCE OF 339.53' TO A NAIL SET FOR A CORNER OF THIS TRACT OF LAND AND THE POINT OF BEGINNING;

THENCE N 08°34'23" E, CONTINUING WITH SAID WEST LINE, A DISTANCE OF 650.87' TO A NAIL SET AT THE SOUTHWEST CORNER OF THE HERNANDEZ TRACT RECORDED IN DOC# 1158040 OFFICIAL RECORDS, FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND';

THENCE S 81°25'37"E, WITH THE SOUTH LINE OF SAID HERNANDEZ TRACT, THE SOUTH LINE OF TOWER TRAILS SUBDIVISION RECORDED IN VOLUME 42 PAGE 175 MAP RECORDS, AT 30.00' PASS A ½" ROD FOUND AT THE EAST RIGHT OF WAY LINE OF TOWER ROAD, AT 1319.92' IN ALL TO A ½" ROD FOUND AT THE EAST LINE OF SAID LOT 6, THE WEST LINE OF MAYAN PHASE III SUBDIVISION, RECORDED IN VOLUME 36 PAGE 179 MAP RECORDS FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE S 08°34'03" W, WITH THE EAST LINE OF SAID LOT 6, THE WEST LINE OF SAID MAYAN PHASE III SUBDIVISION, AT 970.08' PASS A ½" ROD FOUND AT THE NORTH RIGHT OF WAY LINE OF IOWA ROAD, AT 990.08" IN ALL TO A COTTON PICKER SPINDLE FOUND AT THE SOUTHEAST CORNER OF SAID LOT 6, BLOCK 61, THE SOUTHWEST CORNER OF MAYAN PHASE III SUBDIVISION, FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND;

THENCE N 81°25'41" W, WITH THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 1061.16' TO A NAIL SET AT THE SOUTHEAST CORNER OF THE VALDEZ TRACT RECORDED IN VOLUME 1615 PAGE 711 DEED RECORDS FOR A CORNER OF THIS TRACT OF LAND;

THENCE N 08°37'21" E, WITH THE EAST LINE OF SAID VALDEZ TRACT, AT 20.0' PASS A ½" ROD FOUND AT THE NORTH RIGH TOF WAY LINE OF SAID IOWA ROAD, AT 339.52' IN ALL TO A ½" ROD FOUND AT THE NORTHEAST CORNER OF SAID VALDEZ TRACT FOR A CORNER OF THIS TRACT OF LAND;

THENCE N 81°29'23" W , WITH THE NORTH LINE OF SAID VALDEZ TRACT, AT 229.15' PASS (A ½" I.R. SET) THE EAST RIGHT OF WAY LINE OF SAID TOWER ROAD, AT 230.56' PASS A ½" PIPE FOUND ON LINE, AT 259.15' IN ALL TO THE POINT OF BEGINNING, CONTAINING 27.98 ACRES OF LAND MORE OR LESS.

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor"whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and and lay thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted, The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocating said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein, This agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above–described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this____ day of _____ 201____.

_____
KYNDEL W. BENNETT, PRESIDENT
P.O. BOX 365
LA BLANCA ROAD, TX 78558

GENERAL SUBDIVISION PLAT NOTES

1. MINIMUM FINISH FLOOR ELEVATION SHALL BE 24" ABOVE THE TOP OF THE STREET CURB WHEN MEASURED AT THE CENTER FRONT OF ALL THE LOTS. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS, AN ELEVATION CERTIFICATE SHALL BE REQUIREDFOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

2. FLOOD ZONES STATEMENTS:

ZONE "C" AREAS OF MINIMUM FLOODING (NO SHADING)
COMMUNITY–PANEL NO. 480334 0425 C EFFECTIVE DATE: NOVEMBER 16, 1982.

THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT–OF–WAY ARE WITHIN THE 100–YEAR FLOOD PLAIN. COMMUNITY–PANEL NO. 480334 0425 EFFECTIVE DATE: NOVEMBER 16, 1982. OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY,TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR HAVE IDENTIFIED NO OTHER AREAS AS SHOWN ON THIS PLAT ARE WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100–YEAR FLOOD PLAIN.

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100–YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

3. SETBACKS:

FRONT:	25.00 FEET 50.00 FEET IF FRONTING IOWA RD
REAR:	15.00 FEET OR EASEMENT WHICHEVER IS GREATER
CORNER SIDE:	15.00 FEET AND 20.00 FEET FOR LOT 1, 24 AND 34
GARAGE FRONT:	18.00 FEE
SIDE:	6.00 FEET OR EASEMENT WHICHEVER IS GREATER

4. NO MORE THAN ONE SINGLE–FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS NO COMMERCIAL USE SHALL BE ALLOWED FOR LOTS 2 THROUGH 23 AND LOTS 35 THROUGH 44. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

5. CORNER MARKERS, CONSISTING OF A ONE–HALF (1/2) INCH STEEL ROD 18 INCHES IN LENGTH, WITH PLASTIC CAP STAMPED "RIO DELTA SURVEYING", HAVE BEEN DRIVEN FLUSH WITH THE GROUND SURFACE TO MARK THE CORNERS OF ALL LOTS.

6. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.

–––>B.M. NO. 1–ELEV. 85.00 (NAVD 1988) TOP OF SPINDEL LOCATED ON THE SOUTHEAST CORNER OF THIS SUBDIVISION DEVELOPMENT. REFER TO PLAT

–––>B.M. NO. 2–ELEV. 81.45 (NAVD 1988) TOP OF TYPE "A" INLET LOCATED ON THE NORTHWEST CORNER OF LOT 42. REFER TO PLAT

7. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 42,242.00 CUBIC–FEET (0.97 ACRE–FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No.3 FOR STORM SEWER IMPROVEMENTS.)

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

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

10. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

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

12 ON–SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON–SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAIN FIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

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

14. KYNDEL W. BENNETT , THE OWNER & SUBDIVIDER OF LAS BRISAS HEIGHTS SUBDIVISION, RETAINS A BLANKET EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO.2 OF THIS PLAT.

15. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS.

16. LOTS 1, 24, AND 35 SHALL NOT HAVE ACCESS/DRIVEWAY ONTO TOWER ROAD AND IOWA ROAD, UNLESS UTILIZED FOR COMMERCIAL USE. IF THE AFOREMENTIONED LOTS ARE UTILIZED FOR COMMERCIAL USE THE LOT OWNER SHALL BE REQUIRED TO INSTALL A BUFFER FENCE ABUTTING ALL RESIDENTIAL LOTS AND MUST COMPLY WITH THE HIDALGO COUNTY PLANNING DEPARTMENT SITE PLAN REVIEW AS PER PLAT NOTE NO.11.

17. LOTS 26 THROUGH 33 SHALL HAVE A 30'x30' SHARED DRIVEWAY ACCESS EASEMENT INTO IOWA ROAD CONSTRUCTED BY DEVELOPER. IF SHARE DRIVEWAY IS UTILIZED FOR COMMERCIAL USE, THE LOT OWNER SHALL BE REQUIRED TO INSTALLED A BUFFER FENCE ABUTTING ALL RESIDENTIAL LOTS AND MUST COMPLY WITH THE HIDALGO COUNTY PLANNING DEPARTMENT SITE PLAN AND REVIEW AS PER PLAT NOTE 11.

18. REGIONAL DRAINAGE FACILITY (RDF) FOR THIS DEVELOPMENT SHALL BE DEDICATED TO HCDD No. 1 AS SHOWN ON THE PLAT. CONSTRUCTION SHALL BE IN ACCORDANCE WITH COUNTY AND HCDD No. 1 SPECIFICATION. HCDD No. 1 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF SAID RDF. NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN THE RDF EASEMENT.

19. ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE CENTER OF THE LOT TO THE CURB AND/OR ROADSIDE DITCH AT A 0.5 % SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY SUBDIVISION RULES APPENDIX 3.1.4.

PLAT OF LAS BRISAS HEIGHTS SUBDIVISION

A 27.98 ACRE TRACT OF LAND OUT OF LOT 6 BLOCK 61, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS AS PER MAP RECORDED IN VOLUME 1 PAGES 24–26 MAP RECORDS OF HIDALGFO COUNTY, TEXAS,

PREPARED BY: K K ENGINEERING CONSULTANT
DATE: DECEMBER, 2014

STATE OF TEXAS COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

LAS BRISAS HEIGHTS RGV, L.P., AS OWNER OF THE 27.98 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED LAS BRISAS HEIGHTS SUBDIVISION HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE OF STREETS, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT:

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

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____ _____
OWNER: DATE
LAS BRISAS HEIGHTS RGV, L.P.,
A TEXAS LIMITED PARTNERSHIP
BY: KRJ RGV, L.L.C.,
A TEXAS LIMITED LIABILITY COMPANY
ITS: GENERAL PARTNER
BY: KYNDEL W. BENNETT, PRESIDENT
P.O. BOX 365
LA BLANCA, TX 78558

STATE OF TEXAS COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED KYNDEL W. BENNETT KNOWN TO ME TO BE THE PERSON (S) WHOSE NAME (S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT. AND ACKNOWLEDGED TO ME THAT HE (THEY) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE_____DAY OF_____ 201____.

_____
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
MY COMMISSION EXPIRES_____

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No. 2 ON THIS, THE_____DAY OF_____, 201____.

NO IMPROVEMENTS OF ANY KIND(INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT #2 RIGHT–OF–WAYS OR EASEMENTS.

_____ ATTEST_____
PRESIDENT SECRETARY

HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX.§ WATER CODE 49,211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

BY: _____

_____

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LAS BRISAS HEIGHTS SUBDIVISION WAS REVIEWED AND APROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON,_____, _____.

_____. _____.
HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, KAMBIZ S. KHADEMI A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

DATED THIS THE ___ DAY OF _____ 201__

_____
REGISTERED PROFESSIONAL ENGINEER

No.57767 STATE OF TEXAS

STATE OF TEXAS
KAMBIZ S. KHADEMI
57767
REGISTERED
PROFESSIONAL ENGINEER

STATE OF TEXAS
COUNTY OF HIDALGO

I, JOSE MARIO GONZALEZ, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT AND DESCRIPTION OF THE AS BRISAS HEIGHTS SUBDIVISION WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION.

DATED THIS THE _____ DAY OF _____ 201__

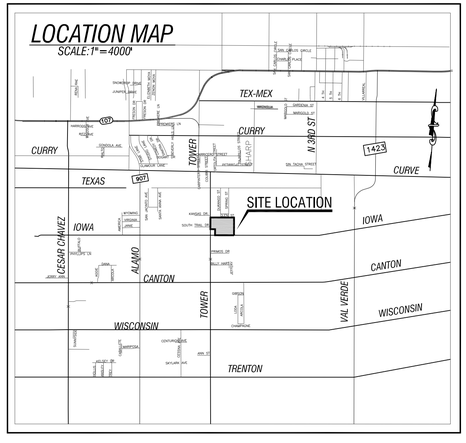
_____
REGISTERED PROFESSIONAL SURVEYOR

NO.5571 STATE OF TEXAS

STATE OF TEXAS
REGISTERED
JOSE MARIO GONZALEZ
5571
PROFESSIONAL
LAND SURVEYOR

LEGEND
△ C.P.S FOUND
⊗ PK NAIL SET
● 1/2" I.R. SET
○ 1/2" IRON ROD FOUND
◉ 1/2" PIPE FOUND

LOCATION MAP
SCALE: 1"=4000'



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL

LAS BRISAS HEIGHTS IS LOCATED ON THE NORTH EAST CORNER OF TOWER ROAD AND IOWA ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG, ACCORDING TO THE OFFICIAL MAP IN THE OFFICES OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 77,100 – 2010 CENCUS) AND HIDALGO COUNTY PLANNING DEPARTMENT. THIS SUBDIVISION LIES WITHIN THE 5 MILE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF EDINBURG UNDER LOCAL GOVERNMENT CODE 212.001 PRECINCT. No. 4.

STATE OF TEXAS
COUNTY OF HIDALGO

UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE LAS BRISAS HEIGHTS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, _____

_____ _____
HIDALGO COUNTY JUDGE DATE

ATTEST: _____ _____
HIDALGO COUNTY CLERK DATE

THE COUNTY OF HIDALGO TEXAS

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

ON: _____AT_____ AM/PM
INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY:_____ DEPUTY

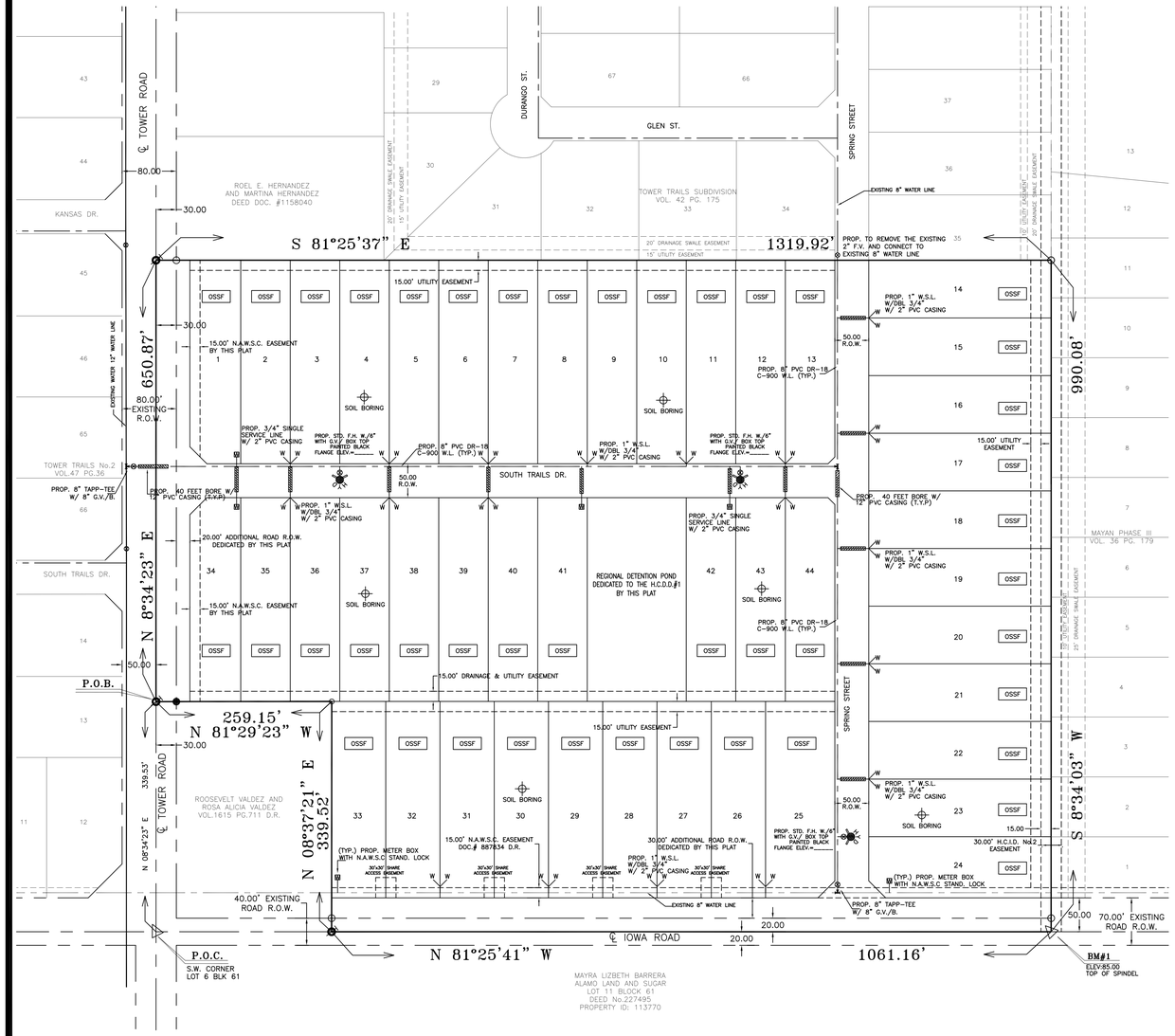
PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	KYNDEL W. BENNETT, BENNETT–FLORES INVESTMENTS, LLC.	P.O. BOX 365	LA BLANCA 78558	(956) 464–4431	(956) 464–2597
ENGINEER:	KAMBIZ S. KHADEMI P.E.	410 E. DOVE AVE.	McALLEN 78504	(956) 630–2125	(956) 630–2219
SURVEYOR:	JOSE MARIO GONZALEZ R.P.L.S.	24593 FM88	MONTE ALTO 78538	(956) 380–5154	(956) 380–5156

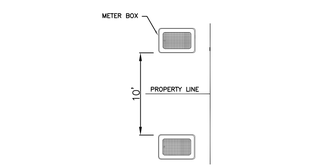
INDEX TO SHEETS OF AS LAS BRISAS HEIGHTS SUBDIVISION

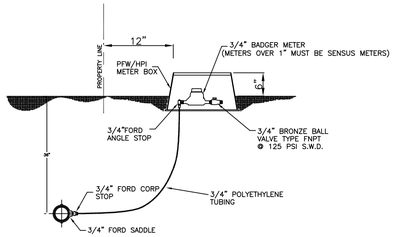
SHEET 1	HEADING; INDEX; LOCATION MAP; AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOT, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR' S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY JUDGE CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.D.D. NO. 1 CERTIFICATION; HIDALGO COUNTY IRRIGATION DISTRICT No.2 AND HCHD. REVISION NOTES.
SHEET 2	WATER DISTRIBUTION AND SANITARY SEWER MAP; TYPICAL WATER SERVICE CONNECTION; REVISION NOTES; ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION. WATER DISTRIBUTION AND OSSF MAP; TYPICAL WATER SERVICE CONNECTION
SHEET 3	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION; REVISION NOTES; & CONSTRUCTION DETAILS.

K K Engineering Consultant
GENERAL PROFESSIONAL CIVIL ENGINEERING SERVICES
(FIRM REGISTRATION #F–1334)
410 E. DOVE
P.O. BOX 3422 McALLEN, TEXAS 78502
(956) 630–2125 FAX (956) 630–2219

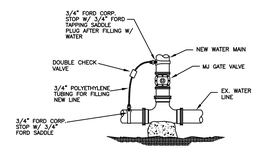


CONSTRUCTION COST ESTIMATE:	
1–WATER:	$
2–OSSF:	$52,800.00
3–PAVING:	$
4–DRAINAGES:	$
TOTAL:	$

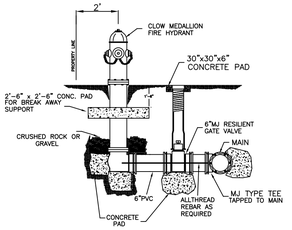




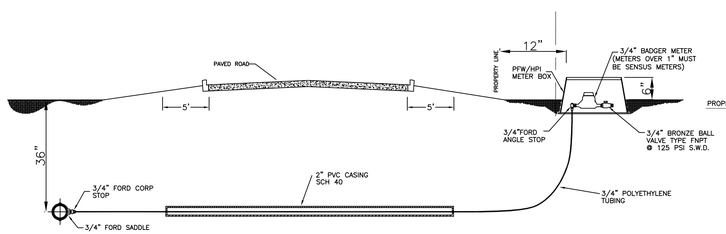
SHORT SERVICE CONNECTION



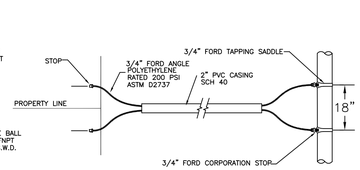
METHOD FOR FILLING NEW WATER LINES



FIRE HYDRANT ASSEMBLY

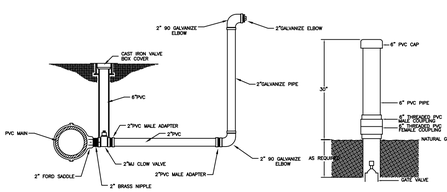


NOTE: PVC ENCASEMENT SHOULD EXTEND THE MINIMUM OF 5' OF EDGE OF PAVEMENT ON BOTH SIDES OF ROAD



LONG SERVICE CONNECTION

NOTE: MAGNETIC TAPE (CAUTION TAPE) BURIED 16" BELOW NATURAL GROUND



FLUSH VALVE ASSEMBLY

STANDARD VALVE MARKER

FINAL WATER AND SEWER ENGINEERING REPORT

WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:
LAS BRISAS HEIGHTS SUBDIVISION HAS BEEN PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION. N.A.W.S.C. HAS AN EXISTING 12" WATER LINE ALONG THE WEST R.O.W. LINE OF TOWER ROAD AND A 8" WATER LINE ALONG THE NORTH ROW OF IOWA RD WITHIN A 15 FOOT N.A.W.S.C EASEMENT. FROM THESE PREVIOUS MENTIONED 12" WATER LINES DEVELOPER WILL INSTALLED ONE (1) NEW 8" WATER LINES RUNNING NORTH ALONG SOUTH TOWER TRAIL ROAD AND WEST ALONG SPRING STREET RUNNING NORTH AND SOUTH CONNECTING TO THE EXISTING 8" WATER SYSTEM OF TOWER TRAILS SUBDIVISION AND IOWA ROAD.

WATER DISTRIBUTION FOR THE LAS BRISAS HEIGHTS SUBDIVISION CONSISTS OF THIRTY EIGHT (38)–1' DIAMETER DUAL SERVICE LINES AND SIX (6) ¾" SINGLE SERVICE LINES.. THE 8' WATERLINES, THE DUAL SERVICE LINES, THE METER BOXES & LOCKS HAVE ALREADY BEEN INSTALLED, AT A TOTAL COST OF $_____ OR $_____ PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $_____, WHICH COVERS THE $_____ COST PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C. UPON REQUEST BY THE LOT OWNER, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE SUBDIVIDER HAS INSTALLED _2_FIRE HYDRANTS AT A UNIT COST OF $_____ FOR A TOTAL COST OF $_____. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES DESCRIPTION: COST AND OPERABILITY DATES
SEWAGE FROM LAS BRISAS HEIGHTS SUBDIVISION WILL BE TREATED BY INDIVIDUAL ON–SITE SEWAGE FACILITIES ('OSSF') CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENTS SEPTIC TANK AND A DRAIN FIELD ON EACH LOT. JOSE A. GONZALEZ SITE EVALUATOR REG.# 122758, HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR A REPLACEMENTS DRAIN FIELD.

EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOUL SURVEY BOOK INDICATED A SANDY LOAM SOIL FOR THE AREA. TOTAL OF 8 BORES WERE DONE (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMIT AREA). THE SOIL IS A UNIFORM SANDY LOAM CLASS III, EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUNDWATER OR A RESTRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE COST OF THE INSTALLATION OF THE SEPTIC SYSTEM ON AN INDIVIDUAL LOT WAS $1,200.00, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSF'S HAVE BEEN INSTALLED AND FINALIZED AT THIS TIME AT A TOTAL COST OF $76,800.00. THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF.

ENGINEER CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COST TO INSTALL THE WATER DISTRIBUTION SYSTEM AND ONSITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES – THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $_____ WHICH EQUALS TO $_____ PER LOT.

SEWAGE FACILITIES – SEPTIC SYSTEM HAS BEEN INSTALLED AT A TOTAL COST OF $1,200.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $76,800.00 FOR THE ENTIRE SUBDIVISION.

_____ _____
KAMBIZ S. KHADEMI, PE DATE
P.E. # 57767

STATE OF TEXAS
KAMBIZ S. KHADEMI
57767
REGISTERED PROFESSIONAL ENGINEER

PROVISIÓN DE AGUA: DESCRIPCIÓN, GASTOS Y FECHAS DE INICIO
LAS BRISAS HEIGHTS SUBDIVISION HA SIDO PROVEÍDA DE AGUA POTABLE POR NORTH ALAMO WATER SUPPLY CORP. (N.A.W.S.C). El DUENO Y N.A.W.S.C. HAN HECHO UN CONTRATO EN CUAL N.A.W.S.C. HA PROMETIDO PROPORCIONAR SUFICIENTE AGUA A LA SUBDIVISIÓN DURANTE AL MENOS 30 AÑOS Y N.A.W.S.C. HA PROPORCIONADO LA DOCUMENTACIÓN PARA ESTABLECER SUFICIENTEMENTE LA CANTIDAD Y LA CALIDAD DE LOS ABASTECIMIENTOS DE AGUA DISPONIBLES PARA SERVIR EL DESARROLLO LLENO DE ESTA SUBDIVISIÓN. N.A.W.S.C. TIENE UNA LINEA DE 12" A LADO OESTE DE LA CALLE TOWER ROAD Y UNA LINEA DE 8" A LADO NORTE DE LA CALLE IOWA ROAD CORRIENDO DENTRE DE UN DERENCHO DE PASO DE 15' QUE LE PERTENESE A N.A.W.S.C. DE ESTA LINEA YA MENCIONADA DE 12" SE INSTALARA UNA NUEVA LINEA DE 8 PULGADAS A LADO NORTE DE LA CALLE SOUTH TRAIL DRIVE Y OTRA LINEA DE 8" QUE SE INSTALLARA A LADO OESTE DE LA CALLE SPRING CON DIRECCION NORTE Y SUR CONECTADO AL SYSTEMA EXISTENTE DE LA SUBDIVISION TOWER TRAILS Y LA CALLE IOWA ROAD.

DISTRIBUCIÓN DE AGUA PARA LAS BRISAS HEIGHTS SUBDIVISIÓN CONSISTE EN SEIS (6) LINEAS DE ¾" SERVICIO TREINTA Y OCHO (38) LINEAS DE 1' DIÁMETRO DE SERVICIO DUALES CUALES TERMINAN EN LAS CAJA DEL MEDIDOR CON CANDADOS DE CADA SOLAR. LAS LÍNEAS DE SERVICIO DUALES Y SENCILLAS DE ¾" Y LAS CAJAS DEL MEDIDOR HAN SIDO INSTALADAS A UN COSTO TOTAL DE $_____ O $_____ POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA COMPAÑÍA N.E.W.S.C. $_____, DE ACUERDO AL CONTRATO DE LA CARTA DE 30 AÑOS LA CUAL CUBRE EL COSTO DEL MEDIDOR MECÁNICO DE AGUA PARA CADA LOTE, $_____. ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACIÓN DE CADA MEDIDOR Y LOS GASTOS DE CONEXIÓN. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑÍA N.E.W.S.C. LO INSTALARA SIN ALGÚN GASTO AL DUEÑO. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN HA INSTALADO _2_ BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO TOTAL DE $_____. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: DESCRIPCIÓN, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISIÓN
SE INSTALARA UNA FOSA SÉPTICA EN CADA SOLAR. ESTA FOSA SETICA CONSISTE DE UN TANQUE SÉPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. JOSE A. GONZALEZ EVALUADOR DE SUELOS REG.# 12258 EH AUTOR DE ESTE DOCUMENTO HA EVALUADO EL ÁREA DONDE SE ENCUENTRA LA SUBDIVISIÓN Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA ESAS FOSAS SÉPTICAS (OSSF). EL REPORTE FUE APROBADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT) SEGÚN EL REPORTE.

CADA LOTE EN LA SUBDIVISIÓN MIDE MEDIO ACRE. SE HICIERON 8 EXCAVACIONES DE EVALUACIÓN DE SUELO EN LUGARES OPUESTOS EN LA SUBDIVISIÓN (EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA ÁREA ES SIGNIFICANTEMENTE UNIFORME). EL TERRENO ES UNIFORME (TERRENO ARCILLOSO Y SUELO FRANCO) Y SE EXTIENDE A 36 PULGADAS BAJO TODAS LAS EXCAVACIONES PROPUESTAS. NO EXISTE EVIDENCIA DE AGUA 24 PULGADAS MAS ARRIBA DE LO MAS BAJO DE LAS EXCAVACIONES PROPUESTAS. EL AGUA EN ESTA ÁREA FLUYE BIEN.

EL COSTO TOTAL PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR SON $1,200.00 DÓLARES, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS TODAS LAS FOSA SÉPTICAS HAN SIDO INSTALADAS EN EL PROCESO DE LA APROBACIÓN FINAL A UN COSTO TOTAL DE $76,800.00. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODOS LAS FOSAS SÉPTICAS Y AH APROBADO LA INSTALACIÓN DEL SISTEMA DE FOSAS SEPTICAS.

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

AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECÁNICO DE AGUA QUE COSTARA UN TOTAL DE $_____ O $_____ POR LOTE

DRENAJE: SE ESTIMA QUE LA FOSA SÉPTICA COSTARA $1,200.00 POR SISTEMA A UN COSTO TOTAL DE $76,800.00 TODA LA SUBDIVISIÓN.

_____ _____
KAMBIZ S. KHADEMI, PE DATE
P.E. # 57767

STATE OF TEXAS
KAMBIZ S. KHADEMI
57767
REGISTERED PROFESSIONAL ENGINEER

SUBDIVIDER CERTIFICATION:

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

SUBDIVIDER STATEMENT:

1.–I KYNDEL W. BENNETT SUBDIVIDER OF LAS BRISAS HEIGHTS SUBDIVISION HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAID AND ARE ON FILE WITH HIDALGO COUNTY HEALTH DEPARTMENT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY AND QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT TO HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE REQUIRED BY STATE AND COUNTY REGULATIONS.

_____ _____
OWNER: DATE
LAS BRISAS HEIGHTS RGV, L.P.,
A TEXAS LIMITED PARTNERSHIP
BY: KRJ RGV, L.L.C.,
A TEXAS LIMITED LIABILITY COMPANY
ITS: GENERAL PARTNER
BY: KYNDEL W. BENNETT, PRESIDENT
P.O. BOX 365
LA BLANCA, TX 78558

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED KYNDEL W. BENNETT KNOWN TO MY BY THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSED AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS TIME _____ DAY OF _____, 20____.

_____
NOTARY PUBLIC
MY COMSTUART EXPIRES _____

K K Engineering Consultant
GENERAL PROFESSIONAL CIVIL ENGINEERING SERVICES
(FIRM REGISTRATION #F–1334)
410 E. DOVE
P.O. BOX 3422
McALLEN, TEXAS 78502
(956) 630–2125
FAX (956) 630–2219

DATE	BY	REVISION

DRAWING DATE: DECEMBER, 2014
RELEASE DATE:
DESIGNED BY: K.K.
DRAWN BY: F.D.
CHECKED BY: K.K.
UPDATED DWG. BY:
SCALE: 1"= 100'

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KHAMBIZ S. KHADEMI, P.E. 57767 DECEMBER/2014
ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE LAW

LAS BRISAS HEIGHTS SUBDIVISION
HIDALGO COUNTY Pct. 4

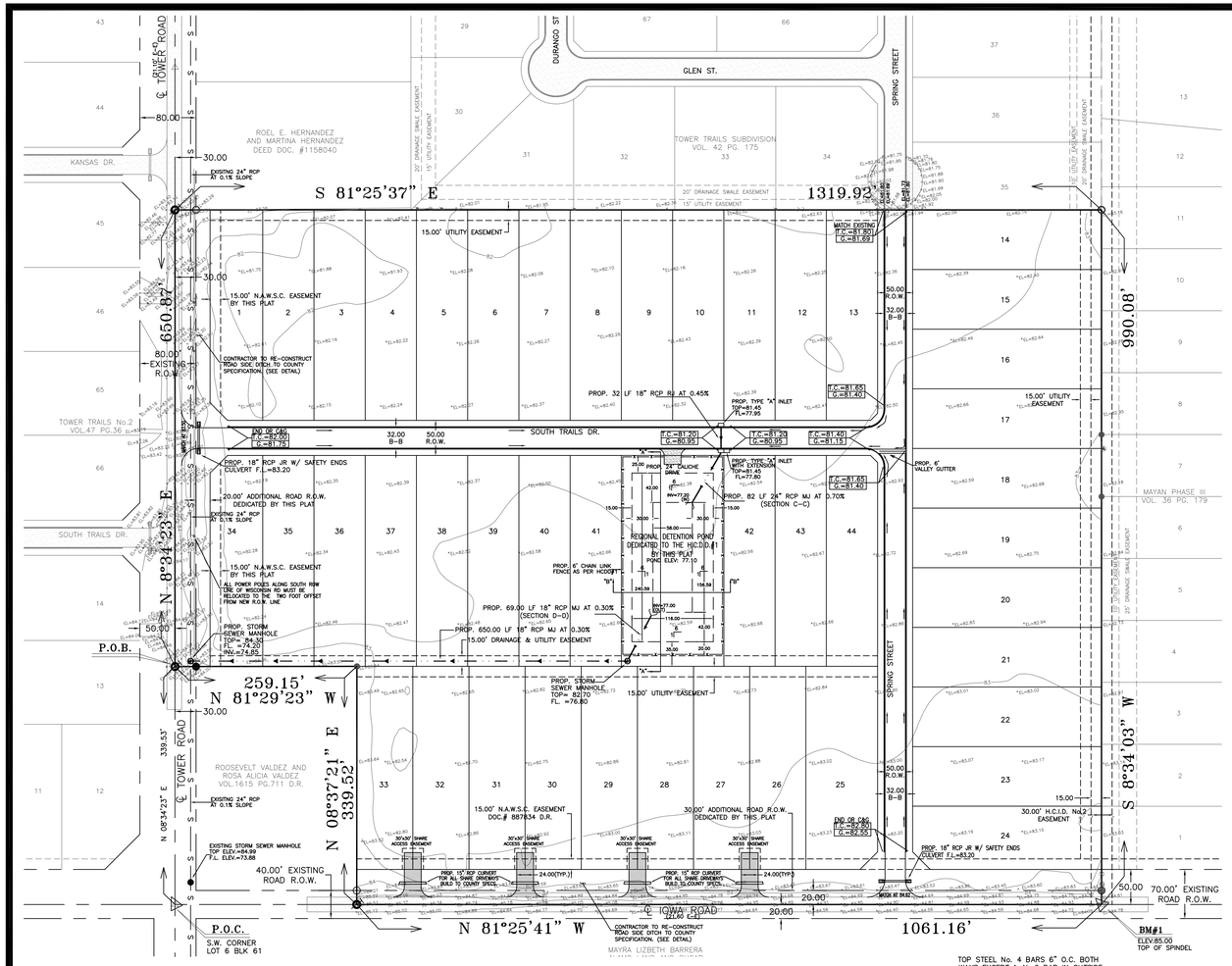
EXISTING TOPO AND PROPOSED WATER IMPROVEMENTS (NAWSC) AND SEPTIC TANKS

LAS BRISAS HEIGHTS, L.P.

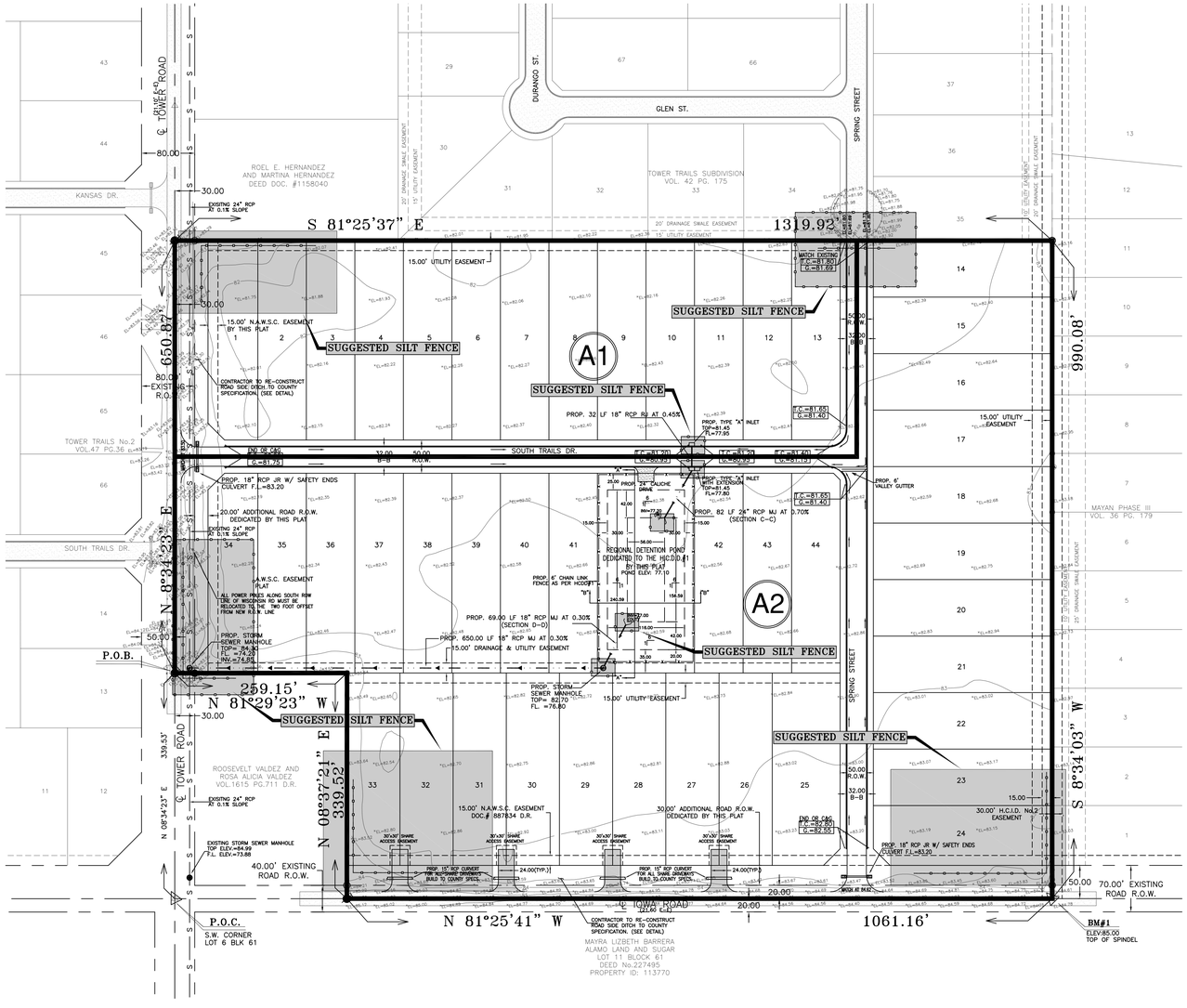
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File Name: SEPTIC & WATER

SHEET 2 OF 3


GLEN ST.
SPRING STREET
DURANGO ST
TOWER TRAILS SUBDIVISION
VOL. 42 PG. 175
ROEL E. HERNANDEZ
AND MARTHA HERNANDEZ
DEED DOC. #1158040
KANSAS DR.
SOUTH TRAILS DR.
TOWER TRAILS No.2
VOL.47 PG.36
MAYAN PHASE III
VOL. 36 PG. 179
ROOSEVELT VALDEZ AND
ROSA ALICIA VALDEZ
VOL.1615 PG.711 D.R.
S 81°25'37" E
1319.92'
N 8°34'23" E
650.87'
990.08'
S 8°34'03" W
N 81°29'23" W
259.15'
N 08°37'21" E
339.52'
N 81°25'41" W
1061.16'
P.O.B.
P.O.C.
S.W. CORNER
LOT 6 BLK 61
C/L TOWER ROAD
C/L IGWAY ROAD
80.00'
30.00
50.00
32.00
B-B
50.00 R.O.W.
70.00' EXISTING
ROAD R.O.W.
40.00' EXISTING
ROAD R.O.W.
20.00
15.00' U.E.
15.00' N.A.W.S.C. EASEMENT BY THIS PLAT
15.00' N.A.W.S.C. EASEMENT DOC.# 887834 D.R.
20.00' ADDITIONAL ROAD R.O.W. DEDICATED BY THIS PLAT
30.00' ADDITIONAL ROAD R.O.W. DEDICATED BY THIS PLAT
30.00' H.C.I.D. No.2 EASEMENT
20' DRAINAGE SWALE EASEMENT
15' UTILITY EASEMENT
EXISTING 24" RCP AT 0.1% SLOPE
EXISTING STORM SEWER MANHOLE TOP ELEV.=84.99 F.L. ELEV.=73.88
CONTRACTOR TO RE-CONSTRUCT ROAD SIDE DITCH TO COUNTY SPECIFICATION. (SEE DETAIL)
PROP. 18" RCP JR W/ SAFETY ENDS CULVERT F.L.=83.20
PROP. 32 LF 18" RCP RJ AT 0.45%
PROP. TYPE "A" INLET TOP=81.45 FL=77.95
PROP. TYPE "A" INLET W/ EXTENSION TOP=81.45 FL=77.80
PROP. 82 LF 24" RCP MJ AT 0.70% (SECTION C-C)
PROP. 24" CALICHE DRIVE
REGIONAL DETENTION POND DEDICATED TO THE H.C.D.D.#1 BY THIS PLAT POND ELEV. 77.10
PROP. 6' CHAIN LINK FENCE AS PER HCDD
PROP. 69.00 LF 18" RCP MJ AT 0.30% (SECTION D-D)
PROP. 650.00 LF 18" RCP MJ AT 0.30%
15.00' DRAINAGE & UTILITY EASEMENT
PROP. STORM SEWER MANHOLE TOP= 84.30 FL= 74.20 INV.=74.85
PROP. STORM SEWER MANHOLE TOP= 82.70 FL= 76.80
PROP. 6" VALLEY GUTTER
ALL POWER POLES ALONG SOUTH ROW LINE OF WISCONSIN RD MUST BE RELOCATED TO THE TWO FOOT OFFSET FROM NEW R.O.W. LINE
END OF CAL. C.=82.50 C.=81.75
C.=81.20 C.=80.95
C.=81.65 C.=81.40
C.=81.15
M.H. #1
M.H. #2
M.H. #3
M.H. #4
M.H. #5
M.H. #6
M.H. #7
M.H. #8
M.H. #9
M.H. #10
M.H. #11
M.H. #12
M.H. #13
M.H. #14
M.H. #15
M.H. #16
M.H. #17
M.H. #18
M.H. #19
M.H. #20
M.H.

SCALE:1"=100'



EROSION GENERAL NOTES:

1. IT IS THE INTENT OF THE INFORMATION PROVIDED ON THIS SHEET TO BE USED AS THE GENERAL GUIDELINES OF THE STORM WATER OF COMPLIANCE WITH FEDERAL REGULATIONS. THE CONTRACTOR SHALL PREPARE THE STORM WATER POLLUTION PREVENTION PLAN AND BE SOLELY RESPONSIBLE FOR ITS IMPLENTATION. THE STORM WATER POLLUTION PREVENTION PLAN SHALL MEET THE REQUIREMENTS SET FORTH BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TPDES)GENERAL PERMIT NO. TXR15000 TO DISCHARGE WASTE FROM CONSTRUCTION SITES ISSUED AND EFFECTIVE MARCH 5, 2003.

2. THE STORM WATER POLLUTION PLAN SHOULD ADDRESS THREE GOALS: A) DIVERSION OF UPSLOPE WATER AROUND DISTURBED AREAS OF THE SITE; B) LIMITS THE EXPOSURE OF DISTURBED AREAS TO THE SHORTEST DURATION POSSIBLE; AND C) REMOVAL OF SEDIMENT FROM STORM WATER BEFORE IT LEAVES THE SITE.

3. THE CONTRACTOR SHALL MAKE THE STORM WATER POLLUTION PREVENTION PLAN AVAILABLE, UPON REQUEST, TO (EPA).

4. THE CONTRACTOR MUST AMEND PLANS WHENEVER THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE OF THE PLAN, OR WHEN THE EFFECTIVE PLAN PROVES INEFFECTIVE. MODIFICATIONS INCLUDING DESIGN AND ALL ADDITIONAL MATERIALS AND WORK SHALL BE ACCOMPLISHED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE BY THE OWNER.

5. STABILIZATION MEASURES ARE TO BE INSPECTED AT A MINIMUM OF ONCE EVERY 14 DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN 0.5 INCHES. REPAIRS AND INADEQUACIES REVEALED BY THE INSPECTION MUST BE IMPLEMENTED WITHIN 7 CALENDAR DAYS FOLLOWING THE INSPECTION.

6. AN INSPECTION REPORT THAT SUMMARIZES INSPECTION ACTIVITIES AND IMPLEMENTATION OF THE STORM WATER POLLUTION PREVENTION PLAN SHALL BE RETAINED AND MADE PART OF THE PLAN.

7. ALL CONTRACTORS AND SUBCONTRACTORS IDENTIFIED IN THE PLAN MUST CERTIFY AS TO AN UNDERSTANDING OF THE NPDES GENERAL PERMIT BEFORE CONDUCTING ANY ACTIVITY IDENTIFIED IN THE POLLUTION PREVENTION PLAN.

8. THE CONTRACTOR SHALL ADOPT APPROPRIATE CONSTRUCTION SITE MANAGEMENT PRACTICES TO PREVENT THE DISCHARGE OF OILS, GREASE,, PAINTS, GASOLINE, AND OTHER POLLUTANTS TO STORM WATER. APPROPRIATE PRACTICES CAN INCLUDE: DESIGNATING AREAS FOR EQUIPMENT MAINTENANCE AND REPAIR; REGULAR COLLECTION OF WASTE; CONVENIENTLY LOCATED WASTE RECEPTACLES; AND DESIGNATING AND CONTROLLING EQUIPMENT WASHDOWN.

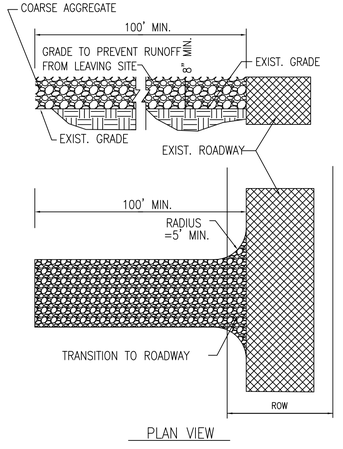
9. THE CONTRACTOR SHALL AMEND OR MODIFY THIS PLAN AS REQUIRED BY CONSTRUCTION MEANS, METHODS AND SEQUENCE. MODIFICATIONS SHALL NOT COMPROMISE THE INTENT OF REQUIREMENTS OF LAW AND THIS PLAN. MODIFICATIONS SHALL NOT BE BASIS FOR ADDITIONAL COST TO THE OWNER.

10. AREAS OF CONSTRUCTION ELSEWHERE ON THE JOB SITE SHALL CONFORM TO THE DETAILS SHOWN ON THE PLANS.

11. BORROW AREAS, IF EXCAVATED, SHALL BE PROTECTED AND STABILIZED UTILIZING THE PLAN DETAILS. ALL WORK SHALL CONFORM TO GOVERNMENTAL REQUIREMENTS AND BECOME PART OF THE STORM WATER POLLUTION PREVENTION PLAN (SWP3). THE WORK SHALL BE DONE BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER.

12. ALL NON-PAVED AREAS SHALL BE MULCHED AND SEEDED WITH EROSION PROTECTION IMMEDIATELY UPON COMPLETION OF FINAL GRADING. THIS INCLUDES ALL DITCHED AND EMBANKMENTS. THE CONTRACTOR SHALL MAINTAIN FINAL GRADING AND KEEP SEEDED AREAS WATERED UNTIL FULLY ESTABLISHED AND ACCEPTED BY THE OWNER.

13. THE CONTRACTOR SHALL CONSTRUCT A STABILIZED CONSTRUCTION EXIT AT ALL TRAFFIC EXIT POINTS PRIOR TO EXITING ONTO ANY PAVED ROADWAY.

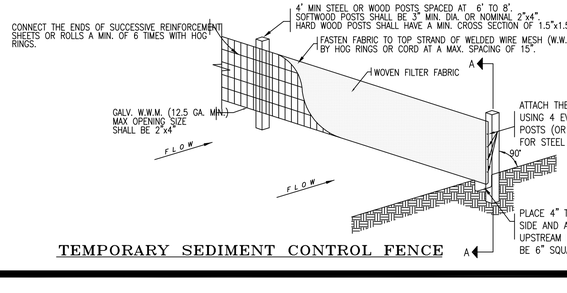


PLAN VIEW

STABILIZED CONSTRUCTION EXIT
(CONTRACTOR TO CHOOSE LOCATION)

NOTES:

1. STONE SHALL BE 3 TO 5 INCH DIA. CRUSHED ROCK OR ACCEPTABLE CRUSHED CEMENT CONCRETE.
2. WHEN NECESSARY, VEHICLES SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO A PUBLIC ROADWAY. WHEN WASHING IS REQUIRED, IT SHAL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE WITH DRAINAGE FLOWING AWAY FROM BOTH THE STREET AND THE STABILIZED ENTRANCE. ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH OR WATERCOURSE USING APPROVED METHODS.
3. THE ENTRANCE SHALL BE PROPERLY GRADED OR INCORPORATE DRAINAGE SWALE TO PREVENT RUNOFF FROM LEAVING THE CONSTRUCTION SITE.
4. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PAVED SURFACES. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PAVEMENT SURFACES, MUST BE REMOVED IMMEDIATELY.



TEMPORARY SEDIMENT CONTROL FENCE

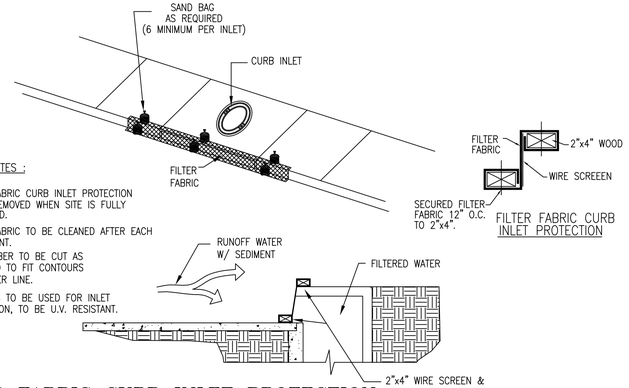
GENERAL NOTES :

1. STEEL POSTS WHICH SUPPORT TH SILT FENCE SHALL BE INSTALLED WITH A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POST MUST BE EMBEDDED A MINIMUM OF 18".
2. THE TOE OF THE SILT FENCE SHALL BE TRENCHED IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW. WHERE FENCE CANNOT BE TRENCHED IN WEIGHT FABRIC FLAP WITH WASHED GRAVEL ON UPHILL SIDE, AS NECESSARY, TO PREVENT FLOW UNDER FENCE.
3. THE TRENCH MUST BE A MINIMUM OF 6 INCHES DEEP AND 6 INCHES WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAND IN THE GROUND AND BACKFILLED.
4. SILT FENCE SHOULD BE SECURELY FASTENED TO EACH STEEL SUPPORT POST OF TO BACKING SUPPORT, WITH IS IN TURN ATTACHED TO THE STEEL FENCE POST FABRIC SHALL OVERLAP AT ABUTTING ENDS A MINIMUM OF 3 FEET AND SHALL BE JOINED SUCH THAT NO BYPASS OR LEAKAGE OCCURS.
5. INSPECTION SHALL BE MADE WEEKLY OR AFTER EACH RAINFALL, REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.
6. SILT FENCE SHALL BE REMOVED WHEN THE SITE IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.
7. ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 6 INCHES. THE SILT SHALL BE DISPOSED OF IN AN APPROVED SITE AND IN SUCH A MANNER AS TO NOT CONTRIBUTE TO ADDITIONAL SILTATION.

SEDIMENT CONTROL FENCE USAGE GUIDELINES

A SEDIMENT CONTROL FENCE MAY BE CONSTRUCTED NEAR THE DOWNSTREAM PERIMETER OF A DISTURBED AREA ALONG A CONTOUR TO INTERCEPT SEDIMENT FROM OVERLAND RUNOFF. A 2-YEAR STORM FREQUENCY MAY BE USED TO CALCULATE THE FLOW RATE TO BE FILTERED.

SEDIMENT CONTROL FENCE SHOULD BE SIZED TO FILTER A MAX. FLOW THROUGH RATE OF 100 GPM/FT. SEDIMENT CONTROL FENCE IS NOT RECOMMENDED TO CONTROL EROSION FROM A DRAINAGE AREA LARGER THAN TWO ACRES.



GENERAL NOTES :

1. FILTER FABRIC CURB INLET PROTECTION TO BE REMOVED WHEN SITE IS FULLY STABILIZED.
2. FILTER FABRIC TO BE CLEANED AFTER EACH RAIN EVENT.
3. 2x4 LUMBER TO BE CUT AS REQUIRED TO FIT CONTOURS OF GUTTER LINE.
4. ALL BAGS TO BE USED FOR INLET PROTECTION, TO BE U.V. RESISTANT.

FILTER FABRIC CURB INLET PROTECTION

FILTER FABRIC CURB INLET PROTECTION

K K Engineering Consultant
GENERAL PROFESSIONAL CIVIL ENGINEERING SERVICES
(FIRM REGISTRATION #F-1334)
410 E. DOVE
P.O. BOX 3422
McALLEN, TEXAS 78502
(956) 630-2125
FAX (956) 630-2219

REVISION	DATE	BY

DRAWING DATE: DECEMBER, 2014
RELEASE DATE:
DESIGNED BY: K.K.
DRAWN BY: F.D.
CHECKED BY: K.K.
UPDATED DWG. BY:
SCALE: 1"= 100'

STATE OF TEXAS
KAMBIZ S. KHADEMI
57767
REGISTERED PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KHAMBIZ S. KHADEMI, P.E. 57767 DECEMBER/2014
ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE LAW

LAS BRISAS HEIGHTS SUBDIVISION
HIDALGO COUNTY Pct. 4

SUGGESTED EROSION CONTROL PLAN FOR: LAS BRISAS HEIGHTS SUBDIVISION

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File Name: EROSION

SHEET 1 OF 1

HIDALGO COUNTY
PLANNING DEPARTMENT

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

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

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 02-03-2015

PROPOSED **HOWLING TRAILS** SUBDIVISION, PRECINCT No. **3 .**

ENGINEER FIRM: **MELDEN & HUNT, INC.** DEVELOPER: **LA JOYA ISD**

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

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

LOCATION DESCRIPTION: **West side of Western Rd, approximately 500 feet North of US Expressway 83**

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

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **01-07-15** PROPERTY LIES WITHIN FLOOD ZONE: **"C"** AS PER FEMA.

DRAINAGE DESIGN: **Storm drainage system and on-site detention ponds**

DISTANCE TO DRAIN DITCH: **1 mile South of development**

ROAD R.O.W. DEDICATION: **20 feet onto Western Road**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **01-12-15** By, **Victor Gallardo** PCT. 3 R.O.W. AGENT

SEWER SYSTEM: ☒ SANITARY SEWER BY: **Hidalgo County MUDD** LINE SIZE: **10"** LOCATION: **South property line**

WATER SERVICE PROVIDER: **Hidalgo County MUDD** LINE SIZE: **8"** LOCATION: **West side of Western Rd**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **01-15-15** : By **Ann Marie De La Fuente, Administrative Assistant**

☒ **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:

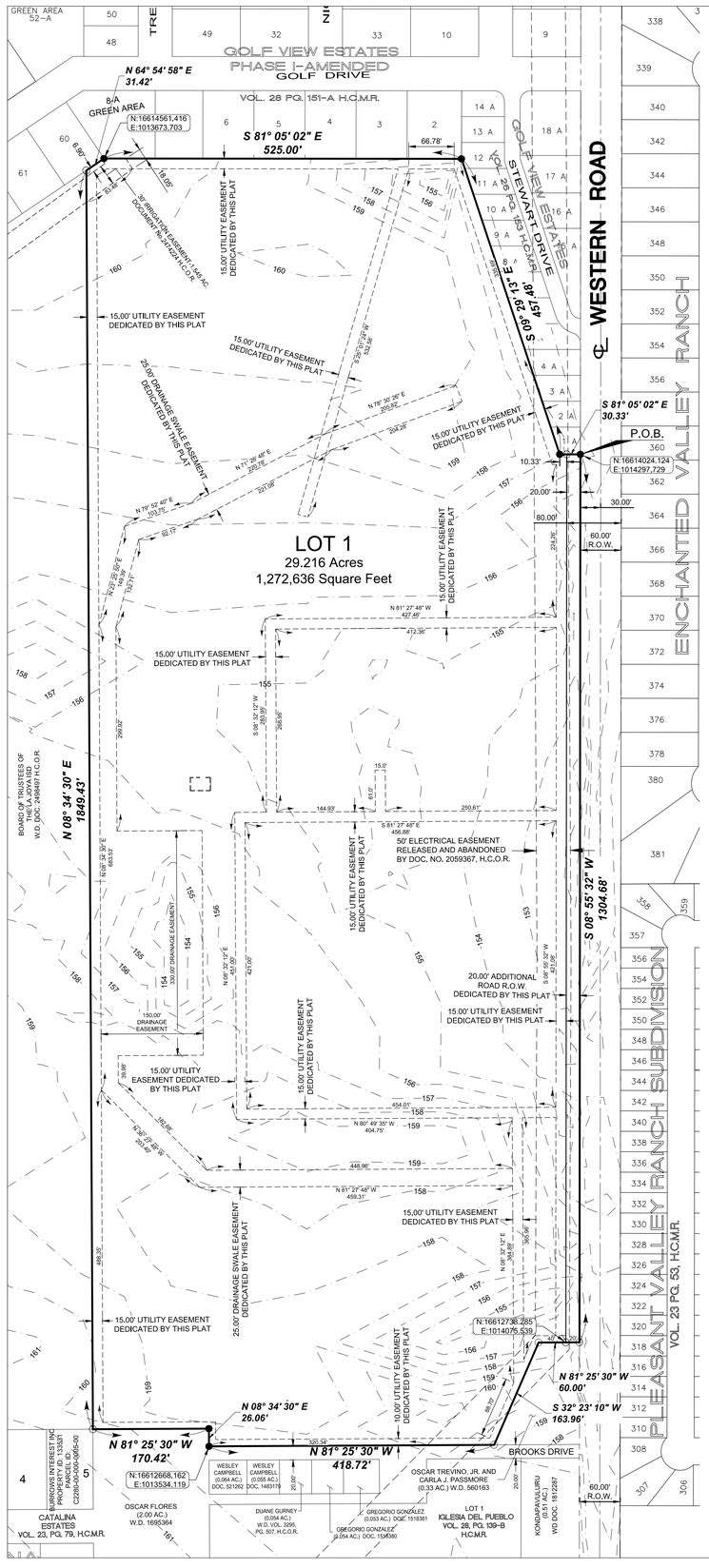
☒ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments and the approval of the City of **Mission**.*

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

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

This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules,

* *Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*


GOLF VIEW ESTATES
PHASE I-AMENDED
GOLF DRIVE
VOL. 28 PG. 151-A H.C.M.R.
N 64° 54' 58" E
31.42'
8-A
GREEN AREA
N: 16614561.416
E: 1013673.703
S 81° 05' 02" E
525.00'
66.78'
GOLF VIEW ESTATES
STEWART DRIVE
VOL. 28 PG. 151 H.C.M.R.
WESTERN ROAD
℄
S 09° 29' 13" E
457.48'
S 81° 05' 02" E
30.33'
P.O.B.
N: 16614024.124
E: 1014297.729
ENCHANTED VALLEY RANCH
PLEASANT VALLEY SUBDIVISION
VOL. 23 PG. 53, H.C.M.R.
LOT 1
29.216 Acres
1,272,636 Square Feet
15.00' UTILITY EASEMENT DEDICATED BY THIS PLAT
30' IRRIGATION EASEMENT, 1.645 AC. DOCUMENT No. 1972424 H.C.O.R.
25.00' DRAINAGE SWALE EASEMENT DEDICATED BY THIS PLAT
20.00' ADDITIONAL ROAD R.O.W. DEDICATED BY THIS PLAT
60.00' R.O.W.
80.00'
30.00'
20.00'
10.33'
N 08° 34' 30" E
1849.43'
S 08° 55' 32" W
1304.68'
N 81° 25' 30" W
170.42'
N 81° 25' 30" W
418.72'
N 81° 25' 30" W
60.00'
S 32° 23' 10" W
163.96'
N 08° 34' 30" E
26.06'
BROOKS DRIVE
BOARD OF TRUSTEES OF LA JOYA I.S.D. W.D. DOC. 2496497 H.C.O.R.
BURROWS INTEREST INC PROPERTY ID. 133581 PROP. ID. C2280-00-000-0005-00
CATALINA ESTATES VOL. 23, PG. 79, H.C.M.R.
OSCAR FLORES (2.00 AC.) W.D. 1665364
WESLEY CAMPBELL (0.064 AC.) DOC. 521262
WESLEY CAMPBELL (0.055 AC.) DOC. 1483178
DUANE GURNEY (0.054 AC.) W.D. VOL. 3095, PG. 507, H.C.O.R.
GREGORIO GONZALEZ (0.054 AC.) DOC. 1514581
GREGORIO GONZALEZ (0.053 AC.) DOC 1518381
LOT 1 IGLESIA DEL PUEBLO VOL. 28, PG. 139-B H.C.M.R.
KONDAPALLURU (0.51 AC.) WD DOC. 1912287
OSCAR TREVINO, JR. AND CARLA J. PASSMORE (0.33 AC.) W.D. 560163
50' ELECTRICAL EASEMENT RELEASED AND ABANDONED BY DOC. NO. 2059367, H.C.O.R.
15.00' UTILITY EASEMENT DEDICATED BY THIS PLAT
20.00' DRAINAGE EASEMENT
150.00' DRAINAGE EASEMENT
N: 16612738.285
E: 1014075.538
N: 16612668.162
E: 1013534.119
S 81° 27' 48" E
406.06'
N 81° 27' 48" W
427.46'
N 81° 27' 48" W
459.31'
N 80° 49' 35" W
404.75'
N 79° 30' 26" E
359.82'
N 79° 52' 44" E
103.82'
N 77° 26' 48" E
389.82'
N 79° 52' 44" E
221.06'
N 71° 25' 29" E
294.06'
N 71° 25' 29" E
132.71'
N 08° 32' 12" W
283.95'
N 08° 32' 12" W
283.63'
N 08° 32' 12" W
451.09'
N 08° 32' 12" W
421.00'
S 08° 32' 12" W
421.06'
N 08° 32' 12" W
454.98'
N 08° 32' 12" E
365.96'
N 08° 32' 12" E
294.68'
N 08° 32' 12" E
295.06'
N 08° 32' 12" E
295.63'
N 08° 32' 12" E
295.63'
N 08° 32' 12" E
295.63

PROPOSED SITE & UTILITY LAYOUT

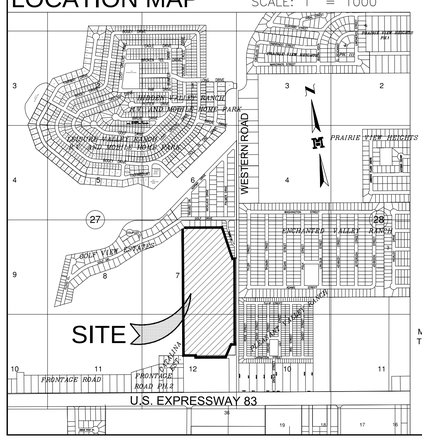
MAP OF

HOWLING TRAILS SUBDIVISION

A RESUBDIVISION OF
A TRACT OF LAND CONTAINING 29.815 ACRES,
BEING A PART OR PORTION OF A CERTAIN 133.44-ACRE TRACT
OUT OF PORCION 79,
HIDALGO COUNTY, TEXAS

LOCATION MAP

SCALE: 1" = 1000'


WESTERN ROAD
PRAIRIE VIEW HEIGHTS
SUNLAND VILLAGE RANCH
SUNLAND VILLAGE RANCH
SUNLAND VILLAGE RANCH

WESTERN ROAD

ENCHANTED VALLEY RANCH

PLEASANT VALLEY RANCH SUBDIVISION
VOL. 23 PG. 53, H.C.M.R.

GOLF VIEW ESTATES
STEWART DRIVE
VOL. 26 PG. 153 H.C.M.R

P.O.B.

240' TRANSITION

30'

PROP. 16' ROAD WIDENING

EXIST. 20' PAVED ROAD

36' PAVED ROAD

12' CULVERT

TO BE VERIFIED

240' TRANSITION

FL=153.10 FL=153.42 FL=153.74 FL=154.06 FL=154.38 FL=154.70 FL=155.02 FL=155.18

N:16612738.285
E:1014075.539

50' ELECTRICAL EASEMENT RELEASED AND ABANDONED BY DOC. NO. 2059367, H.C.O.R.

PLANETARIUM
BLDG J
FF=160.00

NATATORIUM
BLDG F
FF=160.00

EQUIP.
BLDG L

MAINT. SHOPS
BLDG G
FF=160.00

RESTROOMS

PROP. 20' SWALE

PROP. DIVERSION SWALE

PROP. DETENTION POND
107 FT. WIDE BY 325 FT. LONG
(DESIGN CAPACITY 106,000 C.F.)

BEARING BASIS AS PER TEXAS STATE PLANE GRID COORDINATE SYSTEM NAD 83 TEXAS SOUTH 4205

SCALE:1" = 60'

PROPOSED HMAC

PROPOSED CONCRETE

PROPOSED CALICHE

THE L.A. JOYA ISD
W.D. DOC. 2484497 H.C.O.R.

LEGEND

- SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
- FOUND No.4 REBAR
- FOUND No.5 REBAR

R.O.W. - RIGHT OF WAY
P.O.B. - POINT OF BEGINNING
H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
H.C.D.R. - HIDALGO COUNTY DEED RECORDS
H.C.M.R. - HIDALGO COUNTY MAP RECORDS
VOL. & PG.- VOLUME & PAGE

- WATER METER
- WATER VALVE
- LIGHT POLE
- TELEPHONE PEDESTAL
- SANITARY SEWER MANHOLE
- CHAIN LINK FENCE
- WOOD FENCE
- SPOTTED AT&T LINE [APPROXIMATE LOCATION]
- SPOTTED FORCE MAIN LINE [APPROXIMATE LOCATION]
- SPOTTED WATER LINE [APPROXIMATE LOCATION]

LOCATION MAP

SCALE: 1" = 1000'

WESTERN ROAD
PRAIRIE VIEW HEIGHTS
ENCHANTED VALLEY RANCH
GOLF VIEW ESTATES
STEWART DRIVE
SITE
FRONTAGE ROAD
U.S. EXPRESSWAY 83

DRAWN BY R.N. DATE 11-4-14.
SURVEYED, CHECKED DATE .
FINAL CHECK DATE .

MELDEN & HUNT, INC.
TEXAS REGIST. F-1435

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE
EDINBURG, TX. 78541
OFF: (956) 381-0981
FAX: (956) 381-1839
227 N. F.M. 3167
RIO GRANDE CITY, TX. 78582
OFF: (956) 487-8256
FAX: (956) 488-8591
E-MAIL: www.meldenandhunt.com
ESTABLISHED 1947

PROPOSED SITE & DRAINAGE LAYOUT

MAP OF

HOWLING TRAILS SUBDIVISION

A RESUBDIVISION OF
A TRACT OF LAND CONTAINING 29.815 ACRES,
BEING A PART OR PORTION OF A CERTAIN 133.44-ACRE TRACT
OUT OF PORCION 79,
HIDALGO COUNTY, TEXAS

TRANSITION TO EXIST. GROUND

107' WIDE DETENTION AREA

3.0'

32' 43' 32'

8 1 1 8

USUAL 48' DEEP

POND EASEMENT LINE

DETENTION AREA CROSS-SECTION B-B (106,000 C.F. CAPACITY)

N.T.S.

25' SWALE EASEMENT

20'

10' ℄ 10'

N.G. N.G.

VARIES (0' - 36')

SEE PLAN FOR FLOW LINES

F.L. VARIES SEE DRAINAGE PLAN FOR GRADES

TYPICAL DIVERSION SWALE DETAIL(30,000 C.F. CAPACITY)

N.T.S.

EXIST. 20' (APPROXIMATELY) ROAD

PROP. 16' EXPANSION

2' 6' VARIES (12.85' – 13.15')

WEST ROW LINE

2' - 0"

EXISTING HMAC ASPHALT SURFACE

PROP. 2" HMAC ASPHALT SURFACE SLOPE 2%

SAW-CUT AND REMOVE 24" OF ASPHALT INSIDE EXISTING PAVEMENT ALONG THE PROPOSED ROAD EXPANSION

PROP. 10" FLEX BASE

PROP. 12" SUBGRADE (COMP. THICKNESS)

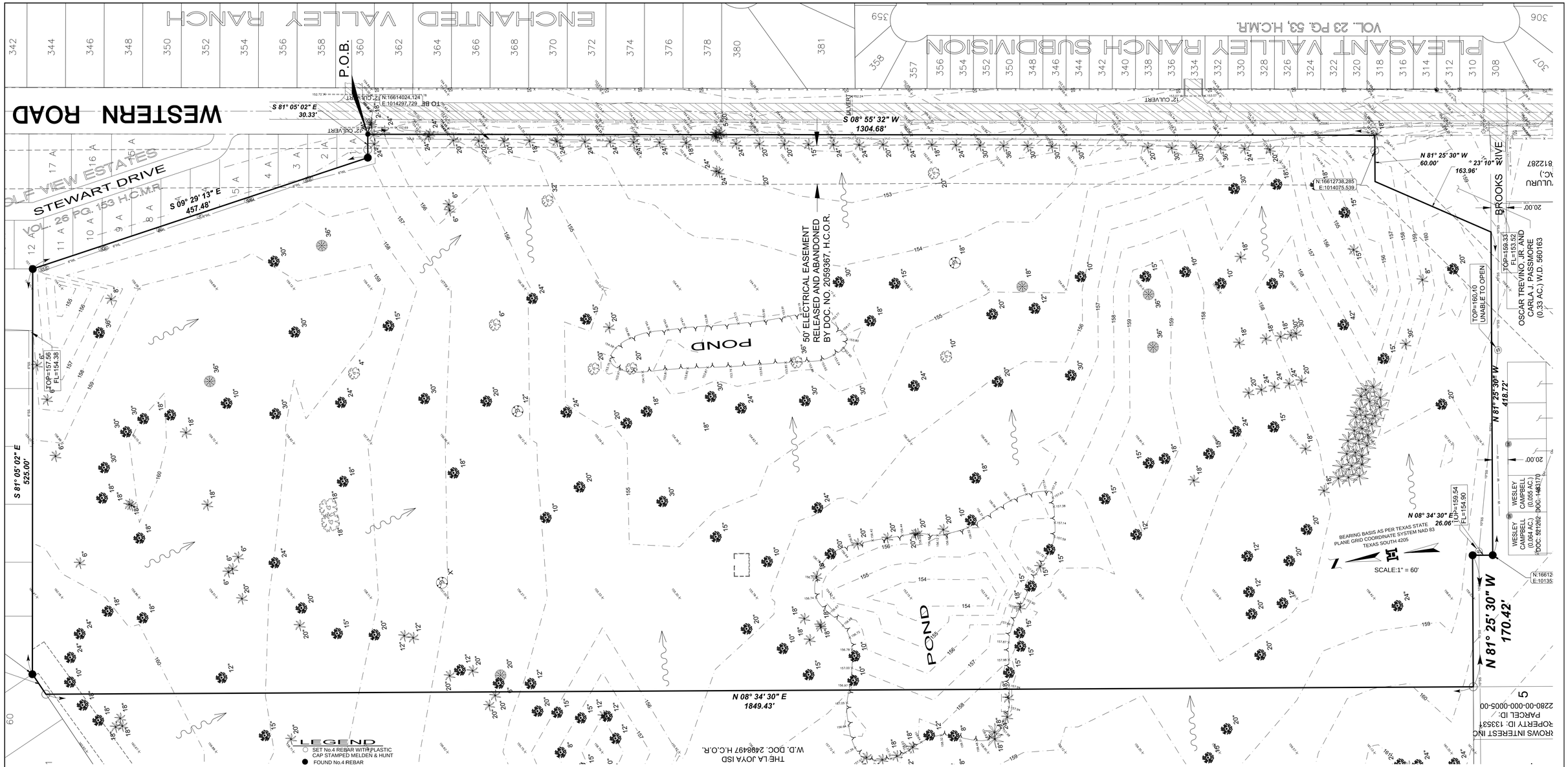
FLOW LINE ELEVATIONS VARY

SECTION A-A

WESTERN ROAD WIDENING

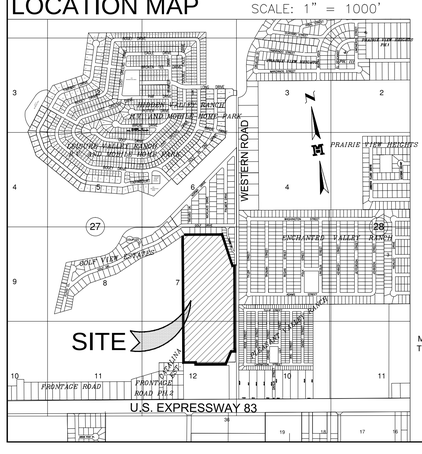
SHEET 3 OF 4

I:\Miscellaneous Engineering\Educational Institutions\La Joya ISD\14129.00 - Howling Trails Subd\14129.00 - Plat Dev-Report-General\AutoCad Files\DWG\REV-Howling Trails Subd.dwg, 1/9/2015 2:42:19 PM, Reyes2



LOCATION MAP

SCALE: 1" = 1000'



LEGEND

- SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
- FOUND No.4 REBAR
- FOUND No.5 REBAR

R.O.W. - RIGHT OF WAY
P.O.B. - POINT OF BEGINNING
H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
H.C.D.R. - HIDALGO COUNTY DEED RECORDS
H.C.M.R. - HIDALGO COUNTY MAP RECORDS
VOL. & PG.- VOLUME & PAGE

- WATER METER
- WATER VALVE
- LIGHT POLE
- TELEPHONE PEDESTAL
- SANITARY SEWER MANHOLE
- CHAIN LINK FENCE
- WOOD FENCE
- SPOTTED AT&T LINE [APPROXIMATE LOCATION]
- SPOTTED FORCE MAIN LINE [APPROXIMATE LOCATION]
- SPOTTED WATER LINE [APPROXIMATE LOCATION]

DRAWN BY	R.N.	DATE	11-4-14
SURVEYED, CHECKED		DATE	
FINAL CHECK		DATE	

MELDEN & HUNT, INC.
TEXAS REGIST. F-1435

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE EDINBURG, TX. 78541 OFF: (956) 381-0981 FAX: (956) 381-1839
227 N. F.M. 3167 RIO GRANDE CITY, TX. 78582 OFF: (956) 487-8256 FAX: (956) 488-8591
E-MAIL: www.meldenandhunt.com ESTABLISHED 1947

EXISTING SITE & TOPOGRAPHICAL LAYOUT

MAP OF

HOWLING TRAILS SUBDIVISION

A RESUBDIVISION OF
A TRACT OF LAND CONTAINING 29.815 ACRES,
BEING A PART OR PORTION OF A CERTAIN 133.44-ACRE TRACT
OUT OF PORCION 79,
HIDALGO COUNTY, TEXAS

HOWLING TRAILS SUBDIVISION
DRAINAGE STATEMENT
Job No. 14129 Date: November 7, 2014; Revised December 23, 2014

HOWLING TRAILS SUBDIVISION is a 29.815-acre tract of land, being a part or portion of a certain 133.44-acre tract out of PORCION 79. The property is located along the west side of Western Road, and approximately 650 feet north from U.S. Expressway 83. Said property is currently a golf course, with a proposed educational use (La Joya I.S.D.) This subdivision is in zone "C" (no shading) on FEMA's Flood Insurance Rate Map Community Panel No. 480334 0400 C, map revised November 16, 1982. Zone "C" (no shading) is defined as areas of minimal flooding.

The soils are mostly Fine Sandy Loam with some Clay Loam, which are in Hydrologic Group "B" & "C" respectively, these soils have a moderate perviousness, and a relatively low plasticity index. (See excerpts from "Soil Survey of Hidalgo County, Texas"). Existing runoff is in a westerly direction, with a runoff of 35.02 c.f.s. during the 100-year storm frequency as per attached calculations.

In accordance with the Hidalgo County drainage policy, since this development does not have an outfall it has been designed with the 100-year storm frequency and the peak rate of runoff shall not be increased due to the development of this subdivision, therefore as per attached calculations, 106,464 cubic feet of runoff (2.444 Ac-Ft) shall be retained within a proposed retention pond inside this subdivision with a designed capacity of 106,000 cubic feet and a diversion swale with a capacity of 30,000 cubic feet for a total of 136,000 cubic feet. Runoff from the proposed paved areas and structures shall be discharged into the said retention pond via a network of inlets and pipes. Also, excess runoff from golf course along the west side shall be intercepted and diverted via an earthen swale into said retention pond. (See paving and drainage layout & watershed exhibit).

The finished floor elevation for the proposed buildings shall be a minimum of 18 inches above the top of paved road (Western Road) measured at center of the lot. Natural ground shall be graded in such manner that it will allow runoff to drain away from the buildings and avoiding concentrated runoff onto other properties.

CERTIFICATION FOR DRAINAGE REPORT:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE AREA WITHIN THIS SUBDIVISION CORRESPONDING TO THE 100-YEAR FLOODPLAIN AS DESCRIBED IN COMMUNITY-PANEL NUMBER: 480334 0400 C MAP REVISED: NOVEMBER 16, 1982 IS CONTAINED IN THE PROPOSED DRAINAGE POND AND SWALE WITHIN THIS SUBDIVISION.

MARIO A. REYNA DATE
PROFESSIONAL LICENSED ENGINEER No. 117368

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS
MARIO A. REYNA
117368
LICENSED
PROFESSIONAL ENGINEER

COST ESTIMATES:

PAVING IMPROVEMENTS :	PRIVATE
DRAINAGE IMPROVEMENTS :	$ XXXXXX
WATER DISTRIBUTION :	$ XXXXXX
SEWER DISTRIBUTION:	$ XXXXXX
TOTAL :	$ XXXXXXX

F:\Miscellaneous Engineering\Educational Institutions\La Joya ISD\14129.00 - Howling Trails Subd\14129.00 - Plat Dev-Report-General\AutoCad Files\DWG\REV-Howling Trails Subd.dwg, 1/9/2015 2:50:02 PM, Rayv2

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: 02-03-2015

PROPOSED **M.E. ALANIZ** SUBDIVISION, PRECINCT No. **4** .

ENGINEER FIRM: **QUINTANILLA, HEADLEY & ASSOC.** DEVELOPER: **MARIA ELIDA ALANIZ**

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

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

LOCATION DESCRIPTION: **West of Terry Rd approximately 300 feet North of Benito Ramirez Rd**

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

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **07-01-14** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **Drainage runoff will flow East to Terry Road side ditch**

ROAD R.O.W. DEDICATION: **10 feet onto Terry Road**

H.C.R.O.W. FINAL APPROVAL DATE: **01-15-15** By, **Jesse Ozuna** PCT. 4 R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: **01-16-15** By, **Elizardo Ramos, Environmental Health Division Manager**

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **JOSE A. GONZALEZ**

☒OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: **01-16-15**

WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **8"** LOCATION: **East of Terry Road**

H.C.O.E.C. FINAL APPROVAL DATE: **01-14-15** : By **Martin Ramirez, Environmental Compliance Coordinator**

Proposed project was reviewed before preliminary approval and it was determined that less than one acre of soil disturbance would take place during construction and it was not part of a larger common plan of development. Coverage under TPDES General Permit for Construction Activities was not required.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON:

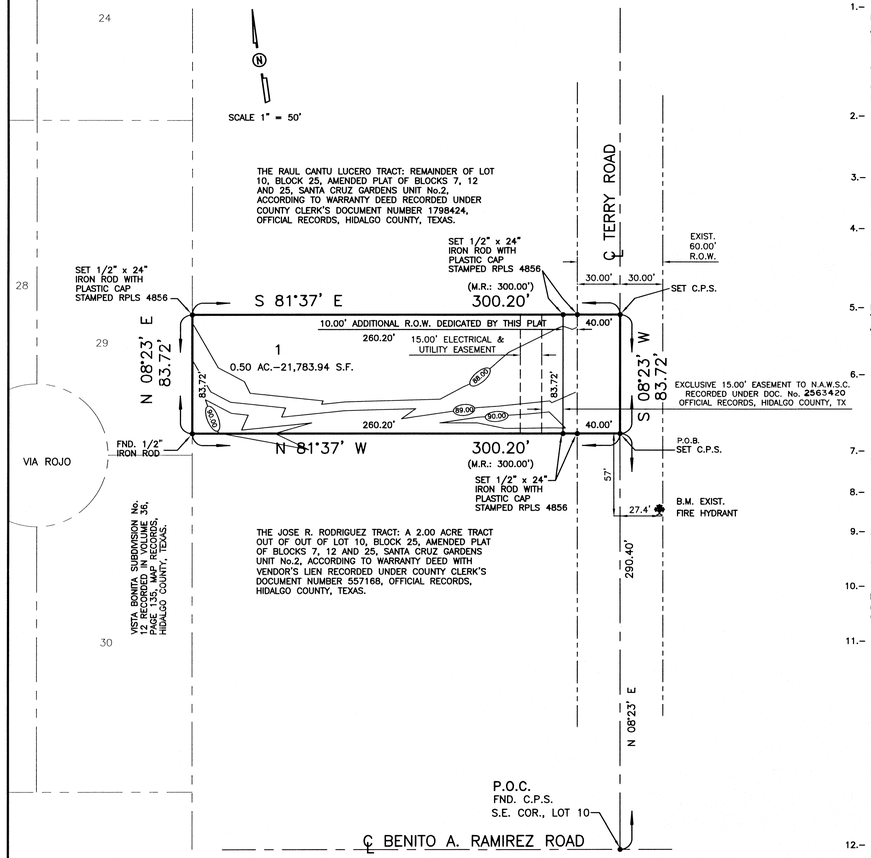
STAFF RECOMMENDS:

☐ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments and the approval from the _____.*

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

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

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



PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE " X " (UNSHADED)
AREAS DETERMINED TO BE OUTSIDE 500–YEAR FLOOD PLAIN
COMMUNITY–PANEL No. 480334 0325 D
EFFECTIVE DATE: MAY 17, 2001.

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100–YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2.– MINIMUM BUILDING SETBACK LINES:

FRONT;.....40.00 FEET
REAR;.....15.00 FEET OR EASEMENT, WHICHEVER IS GREATER
SIDE;.....6.00 FEET OR EASEMENT, WHICHEVER IS GREATER

3.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCE
NO MORE THAN ONE–SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. NO COMMERCIAL USE SHALL BE ALLOWED ON ALL THE LOTS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4.– MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CENTERLINE OF THE STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
BENCHMARK=92.72 TOP OF NORTHEAST BOLT OF FIRE HYDRANT LOCATED 57 FEET SOUTH AND 27.4 FEET EAST FROM THE SOUTHEAST OF PROPOSED SUBDIVISION. NAVD 88 DATUM.

6.– DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 471.53 CUBIC –FEET (0.01 ACRE FEET) OF STORM WATER RUNOFF. REGIONAL DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: SEE DRAINAGE REPORT ON SHEET No. 2.

7.– LEGEND • – DENOTES 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856, UNLESS OTHERWISE NOTED.

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

9.– ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

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

11.– THIS SUBDIVISION SHALL USE ON–SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCEPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE SOIL EVALUATOR HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

12.– MARIA ELIDA ALANIZ, THE OWNER & SUBDIVIDER OF M.E. ALANIZ SUBDIVISION RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

13.– THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE SUBDIVISION.

14.– 100% OF PARKLAND FEE ($600.00) HAS BEEN PAID BY DEVELOPER.

15.– A SECURITY LIGHT WILL BE INSTALLED BY LOT OWNER AT BUILDING PERMIT STAGE.

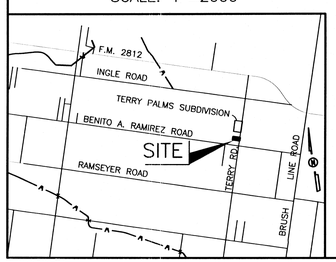
16.–ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE CENTER OF THE LOT TO THE CURB AND/OR ROADSIDE DITCH AT A 0.5% SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY SUBDIVISION RULES APPENDIX 3.1.4.

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: _____

LOCATION MAP
SCALE: 1"=2000'



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

M.E. ALANIZ SUBDIVISION, IS LOCATED IN CENTRAL HIDALGO COUNTY, APPROXIMATELY 290.40' FEET NORTH OF BENITO A. RAMIREZ ROAD AND ON WEST SIDE OF TERRY ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 77,100), M.E. ALANIZ SUBDIVISION LIES APPROXIMATELY 1.95 MILES FROM THE CITY LIMITS AND IT IS WITHIN THE CITY'S TWO–MILE EXTRA–TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021. IT LIES IN PCT. 4

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	MARIA ELIDA ALANIZ	171027 E. F.M. 490	EDINBURG, TX 78542	(956) 605-6020	
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

MINOR PLAT OF:

M.E. ALANIZ SUBDIVISION

A 0.577 OF AN ACRE TRACT OF LAND OUT OF LOT 10, BLOCK 25, AMENDED PLAT OF BLOCKS 7, 12 AND 25, SANTA CRUZ GARDENS UNIT No.2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 9, PAGE 19, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO GENERAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2415349, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 0.577 OF AN ACRE TRACT OF LAND OUT OF LOT 10, BLOCK 25, AMENDED PLAT OF BLOCKS 7, 12 AND 25, SANTA CRUZ GARDENS UNIT No.2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 9, PAGE 19, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO GENERAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2415349, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A COTTON PICKER SPINDLE SET ON THE EAST LINE OF LOT 10 AND IN THE CENTERLINE OF TERRY ROAD FOR THE NORTHEAST CORNER OF THE JOSE R. RODRIGUEZ TRACT (A 2.00 ACRE TRACT OUT OF LOT 10, BLOCK 25, AMENDED PLAT OF BLOCKS 7, 12 AND 25, SANTA CRUZ GARDENS UNIT No.2, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 557168, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHEAST CORNER OF THIS TRACT, SAID SPINDLE BEARS N 08°23' E, 290.40 FEET FROM THE SOUTHEAST CORNER OF LOT 10.

THENCE; N 81°37' W, ALONG THE NORTH LINE OF THE JOSE R. RODRIGUEZ TRACT, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 30.00 FEET FOR THE WEST RIGHT OF WAY LINE OF TERRY ROAD, A TOTAL DISTANCE OF 300.20 FEET TO A 1/2" IRON ROD FOUND ON THE WEST LINE OF LOT 10 FOR THE NORTHWEST CORNER OF SAID TRACT AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08°23' E, ALONG THE WEST LINE OF LOT 10, A DISTANCE OF 83.72 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE SOUTHWEST CORNER OF THE RAUL CANTU TRACT (REMAINDER OF LOT 10, BLOCK 25, AMENDED PLAT OF BLOCKS 7, 12 AND 25, SANTA CRUZ GARDENS UNIT No.2, ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1798424, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°37' E, ALONG THE SOUTH LINE OF THE RAUL CANTU TRACT, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 270.20 FEET FOR THE WEST RIGHT OF WAY LINE OF TERRY ROAD, A TOTAL DISTANCE OF 300.20 FEET TO A COTTON PICKER SPINDLE SET ON THE EAST LINE OF LOT 10 AND IN THE CENTERLINE OF TERRY ROAD FOR THE SOUTHEAST CORNER OF SAID TRACT AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°23' W, ALONG THE EAST LINE OF LOT 10 AND THE CENTERLINE OF TERRY ROAD, A DISTANCE OF 83.72 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.577 OF AN ACRE TRACT OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH SANTO VICTOR SUBDIVISION, RECORDED IN VOLUME 32, PAGE 89, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, ALFONSO QUINTANILLA A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF EDINBURG, TEXAS.

DATED THIS THE 10th DAY OF JUNE 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 WILL BE CONSTRUCTED AT A TOTAL COST OF $ 800.00.

SEWAGE FACILITIES: OSSF'S ARE ESTIMATED TO COST $ 1,500.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $ 1,500.00 FOR THE SUBDIVISION.

DATED THIS THE 24TH DAY OF SEPTEMBER 20 14

P.E.
LICENCED PROFESSIONAL ENGINEER
No. 95534 STATE OF TEXAS

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor"whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted, The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line therof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein, Thus agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above–described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this 24 day of SEPTEMBER 20 14

MARIA ELIDA ALANIZ
171027 E. F.M. 490
EDINBURG, TEXAS 78542

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, MARIA ELIDA ALANIZ, AS OWNER OF THE 0.577 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED M.E. ALANIZ SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTEDIN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

MARIA ELIDA ALANIZ
171027 E. F.M. 490
EDINBURG, TEXAS 78542

9-24-14
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared MARIA ELIDA ALANIZ 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 24th day of SEPTEMBER, 20 14.

NEYDA S. RAMIREZ
Notary Public, State of Texas
My Commission Expires
March 17, 2017

NEYDA S. RAMIREZ – NOTARY PUBLIC

SANTA CRUZ IRRIGATION DISTRICT No. 15

THIS PLAT APPROVED BY SANTA CRUZ IRRIGATION DISTRICT No. 15 ON THIS 14th DAY OF October, 20 14 SUBJECT TO THE FOLLOWING: 1) NO BUILDINGS ALLOWED ON TOP OF AN IRRIGATION LINE; 2) FIFTEEN FOOT (15') EASEMENT ON EACH SIDE OF IRRIGATION LINE OR CANAL; 3) ALL LOTS SUBJECT TO RULES, REGULATION, RIGHTS–OF–WAY– AND EASEMENTS OF DISTRICT; AND 4) IF SUBDIVISION IS NOT EXCLUDED FROM DISTRICT AND IRRIGATION TO INDIVIDUAL LOTS IS DESIRED, EASEMENTS FOR NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST DISTRICT DELIVERY POINT SHALL BE PROVIDED, WITH THE LOT OWNER BEING RESPONSIBLE TO INSTALL SUCH NECESSARY FACILITIES.

PRESIDENT

SECRETARY

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

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

Hidalgo County Judge — Date

ATTEST: _____ — _____
Hidalgo County Clerk — Date

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 — 12-29-14 DATE — CITY SECRETARY — 12-29-14 DATE

PLANNING & ZONING
COMMISSION CERTIFICATION

"I, the undersigned, Chairperson of the Planning and Zoning Commission of the City of Edinburg, hereby certify that this subdivision plat known as M.E. ALANIZ 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 2nd day of JANUARY, 2015."

CHAIRPERSON–PLANNING & ZONING COMMISSION

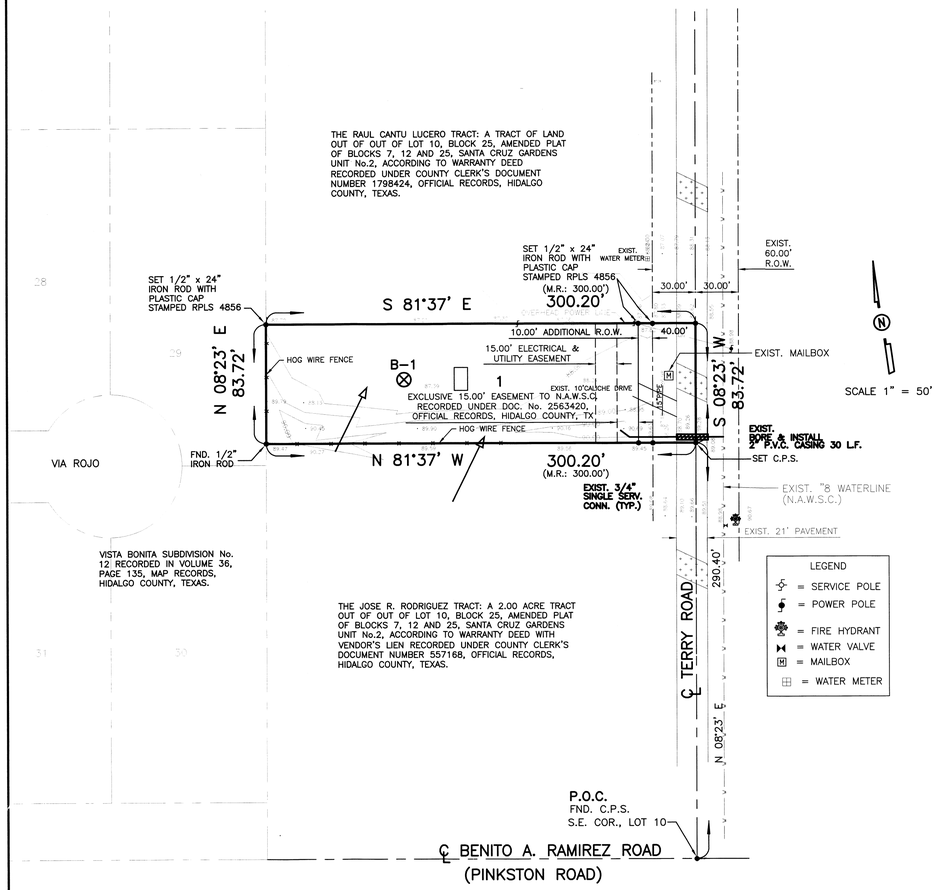
FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

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

BY: _____ DEPUTY

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
PHONE 956–381–6480
FAX 956–381–0527
ENGINEERING REGISTRATION NUMBER F–1513
SURVEYING REGISTRATION NUMBER 100411–00
office@qhaengineering.com

SHEET NO. 1 OF 2 SHEETS	FILENAME : F:\DATA\SUBDIVS\EDINBURG\M.E. ALANIZ SUBDIVISION\PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	10–6–13	LG		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY
	SEPT. 23, 2014	M.G.	A.Q.	A.Q.



FINAL ENGINEERING REPORT FOR M.E. ALANIZ SUBDIVISION

BY ALFONSO QUINTANILLA, P.E.

WATER SUPPLY: Description, Costs, and Operability date BY ALFONSO QUINTANILLA, P.E.

M.E. ALANIZ SUBDIVISION IS PROVIDED WITH POTABLE WATER BY THE NORTH ALAMO WATER SUPPLY CORPORATION "N.A.W.S.C.". THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO THE FULL DEVELOPMENT OF THIS SUBDIVISION. N.A.W.S.C. HAS AN EXISTING 8" WATERLINE RUNNING ON THE EAST SIDE OF TERRY ROAD.

FROM THE 8" WATERLINE, ONE (1) 3/4" DIAMETER SINGLE SERVICES THAT RUN TO WATER METER FOR THE LOT.

THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $ 1,695.00 WHICH COVERS THE COST PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF THE SINGLE SERVICE, WATER METER BOX, WATER METER, WATER RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOT IN THE SUBDIVISION TO N.A.W.S.C. UPON REQUEST BY THE LOT OWNER. N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT 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 M.E. ALANIZ SUBDIVISION, IS TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAINFIELD ON EACH LOT. THE SITE EVALUATOR (LICENSE NUMBER OS 12258) HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. HIGHLIGHTS OF THE REPORT ARE AS FOLLOWS:

THE 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) HAS ONE (1) TEST BORINGS MADE AT OPPOSITE AREAS OF THE SUBDIVISION AT THE CENTER OF LOT 1 (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMITED AREA.) THE SOIL REPORT AS PREPARED BY THE SITE EVALUATOR (LICENSE NUMBER OS 12258) INDICATES A UNIFORM SANDY LOAM (WITH TEXTURE CLASS II) EXTENDING MORE THAN 24" BELOW THE BOTTOM OF ANY EXIST. EXCAVATIONS. THE SUBDIVISION DRAINS WELL, THE 10-YEAR FLOODPLAIN BEING CONTAINED WITHIN THE STREET AND THE DRAINAGE EASEMENTS.

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $ 1,300.00, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSF'S HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL AT A TOTAL COST OF $ 1,300.00. HIDALGO COUNTY HAS INSPECTED AND APPROVED THE INSTALLATION OF THE OSSF'S ON ALL THE LOTS ON 1-14-15.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL THE CONSTRUCTED WATER AND ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES– THESE FACILITIES ARE FULLY CONSTRUCTED, AND WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $ 1,695.00 FOR THE LOT.

SEWAGE FACILITIES– THESE FACILITIES FULLY CONSTRUCTED WILL COST A GRAND TOTAL OF $ 1,300.00 FOR THE LOT.

STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — LICENSED PROFESSIONAL ENGINEER

P.E. 1-15-15

ALFONSO QUINTANILLA
P.E. No. 95534

DATE

REPORTE FINAL DE INGENIERIA PARA LA SUBDIVISION DE M.E. ALANIZ SUBDIVISION:

PROVISION DE AGUA: Descripcion, Gastos, y Fecha de Incio

LA SUBDIVISION M.E. ALANIZ SUBDIVISION, RECIBIRA SU PROVISION DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (LA COMPAÑIA DE AGUA DE NORTH ALAMO) ("N.A.W.S.C."). EL DUEÑO DE LA SUBDIVISION Y LA COMAÑIA N.A.W.S.C. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISION RECIBIRA SU PROVISION DE AGUA POR LOS PROXIMOS 30 AÑOS. N.A.W.S.C. TENDRA QUE REPRESENTAR DOCUMENTACION PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISION. N.A.W.S.C. TIENE UNA LINEA EXISTENTE DE 8 PULGADAS DE DIAMETRO QUE CORRE POR EL LADO ESTE DE LA CALLE TERRY ROAD.

BY ALFONSO QUINTANILLA, P.E.
DE LA LINEA EXISTENTE DE 8 PULGADAS DE DIAMETRO, UNO (1) CONDUCTO INDIVIDUALE DE AGUA DE 3/4 DE PULGADA DE DIAMETRO.

EL DUEÑO DE LA SUBDIVISION HA PAGADO US$ 1,695.00 A N.A.W.S.C. POR EL COSTO DE LA INSTALACIÓN DE CADA MEDIDOR, EL SEVICIOU INDIVIDUALE, CAJA DE MEDIDOR Y LOS GASTOS DE CONEXIÓN. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑIA N.A.W.S.C. LO INSTALARA SIN ALGÚN GASTO AL DUEÑO. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISION SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: Descripcion, Gastos y Fecha de Inicio

EL DRENAJE DE M.E. ALANIZ SUBDIVISION, TENDRA FOSAS SEPTICAS INDIVIDUALES (OSSF) CONSISTIENDO EN UN DISEÑO NORMAL, CON DOBLE COMPARTIMIENTO DE FOSA SEPTICA (OSSF) Y UN CAMPO DE DRENAJE EN CADA SOLAR. EL EVALUADOR (LIC# OS 12258) DE ENSUCIE HA INSPECCIONADO, EVALUADO Y REPORTADO QUE LA UBICACION DE LA SUBDIVISION ES CONVENIENTE PARA FOSAS SEPTICAS (OSSF). EL REPORTE FUE EXAMINADO Y APROBADO POR EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO.

EL 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) UNO (1) PRUEBA CON AGUJEROS EN EL CENTRO DE LOS LOTE 1 (PRUEBAS ADICIONALES NO FUERON NECESARIAS PORQUE EL SUELO ES MUY UNIFORME DENTRO DEL AREA DELIMITADA). EL SUELO ES UNIFORME BARRO ARENOSO (CON TEXTURA CLASE II) EXTENDIDO A MAS DE 24 PULGADAS BAJO EL FONDO DE CUALQUIER EXCAVACION POR EL EVALUADOR (LIC# OS 12258). NO HAY PRESENCIA DE AGUA SUBTERRANEA BAJO LA CAPA DE 24 PULGADAS DE FONDO DE LAS EXCAVACIONES.

EL COSTO TOTAL PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR SON US$ 1,300.00 INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS TODAS LAS FOSA SEPTICAS HAN SIDO INSTALADAS EN EL PROCESO DE LA APROBACIÓN FINAL. A UN COSTO TOTAL DE US$ 1,300.00. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO Y HA APROBADO LA INSTALACIÓN EN TODO LOS LOTE EN EL 15 DE ENERO DE 2015.

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$ 1,695.00 POR EL LOTE.

DRENAJE: SE ESTIMA QUE LA FOSAS SEPTICAS COSTARAN US$ 1,300.00 POR EL LOTE.

STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — LICENSED PROFESSIONAL ENGINEER

P.E. 1-15-15

ALFONSO QUINTANILLA
P.E. No. 95534

DATE

M.E. ALANIZ SUBDIVISION

A 0.577 OF AN ACRE TRACT OF LAND OUT OF LOT 10, BLOCK 25, AMENDED PLAT OF BLOCKS 7, 12 AND 25, SANTA CRUZ GARDENS UNIT No.2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 9, PAGE 19, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO GENERAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2415349, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

DRAINAGE REPORT FOR: M.E. ALANIZ SUBDIVISION

BY: ALFONSO QUINTANILLA, P.E.

M.E. Alaniz Subdivision is a 0.577 of an acre tract out of Lot 10, Block 25, Santa Cruz Gardens Unit No. 2, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 8, Pages 28 and 29, map records, hidalgo County, Texas, and according to corrected special general warranty deed recorded under County Clerk's Document Number 2415349, official records, Hidalgo County, Texas. This subdivision is located on the west side of Terry Road 290.40 feet north of Benito Ramirez Road. The proposed subdivision consists of 1 residential lot.

The tract is Zone "X" as per FEMA Flood Insurance Rate Map; Community Panel No. 480334 0325 D, and dated June 6, 2000 with LOMR dated May 17, 2001.

This soil is fine sandy loam and sandy clay loam. This soil is well drained. Permeability is moderate. Plasticity Index has a range of 9-18. See attached Soil Survey of Hidalgo County, Texas tables.

Presently, the site has very minimal runoff on an easterly direction. The existing runoff for the proposed subdivision is Q= 0.44 cubic feet per second based on a 10-year storm. Runoff flows into the road ditch on the west side of Terry Road where it flows southerly into the H.C.D.D. No.1 North Main Drain located south of Davis Road.

After development the runoff will be Q= 1.12 cubic feet per second for an increase of Q= 0.68 cubic feet per second. Detention will be 471.53 cubic feet (0.01 acre feet) and will be accomplished by depressed areas of the lot.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE FLOODPLAIN FOR ZONE "X" (AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN) AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0325 D, DATED ON JUNE 6, 2000 (REVISED MAY 17, 2001 TO REFLECT LOMR) IS CONTAINED WITHIN THE DRAINAGE OF THE SUBDIVISION, AS SHOWN BELOW.

STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — LICENSED PROFESSIONAL ENGINEER

P.E. 1-15-15

ALFONSO QUINTANILLA
P.E. No. 95534

DATE

SUBDIVIDER CERTIFICATION

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

SUBDIVIDER STATEMENT:

1.- I (WE), **MARIA ELIDA ALANIZ** SUBDIVIDERS OF **M.E. ALANIZ SUBDIVISION** HEREBY CERTIFY SEWER PERMITS, AS APPLICABLE, HAVE BEEN PAID AND COPIES OF RECEIPTS ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS TO THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

M E Alanz — 1-15-15

MARIA ELIDA ALANIZ
171027 E. F.M. 490
EDINBURG, TEXAS 78542

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

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

Given under my hand and seal of office this 15th day of January, 2015

NEYDA S. RAMIREZ
Notary Public, State of Texas
My Commission Expires
March 17, 2017

NEYDA S. RAMIREZ – NOTARY PUBLIC

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

COST ESTIMATE
WATER DISTRIBUTION: $ 1,695.00
OSSF: $ 1,300.00

B-1 ⊗ TEST BORING/POZO DE PRUEBA

EXIST. SEPTIC TANK/TANQUE SEPTICO (OSSF)

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

← FLOW DIRECTION OF WATER

WM WATER METER BOX — SERVICE LINES

WM CAJA DE MEDIDOR DE AGUA — LINEAS DE SERVICIOS

SHEET NO. 2 OF 2 SHEETS	FILENAME : F:\DATA\SUBD\EDINBURG\M.E. ALANIZ SUBDIVISION\UTILITY			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	6-12-2014	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: 02-03-2015

PROPOSED **LARA** SUBDIVISION, PRECINCT No. **1 .**

ENGINEER: **URBAN INFRASTRUCTURE GROUP** DEVELOPER: **NEREIDA LARA**

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

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

LOCATION DESCRIPTION: **Property is located ½ mile West of Mile 6 Road and ¼ mile North of Mile 17 ½ Rd North on Saltillo Street.**

SUBDIVISION LIES WITHIN THE: ☒ *The rural area of the County.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **09-30-2014** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **On site drainage detention swale.**

ROAD R.O.W. DEDICATION: **50 feet onto Saltillo Street**

H.C.R.O.W. FINAL APPROVAL DATE: **01-16-15** By, **Roy Gonzalez** PCT. 1 R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **01-16-15** By, **Elizardo "Chardo" Ramos** Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Craig Gonzalez**
☒ OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: **01-16-15**

WATER SERVICE PROVIDER: **N.A.W.S.C.** LINE SIZE: **4"** LOCATION: **Saltillo St.**

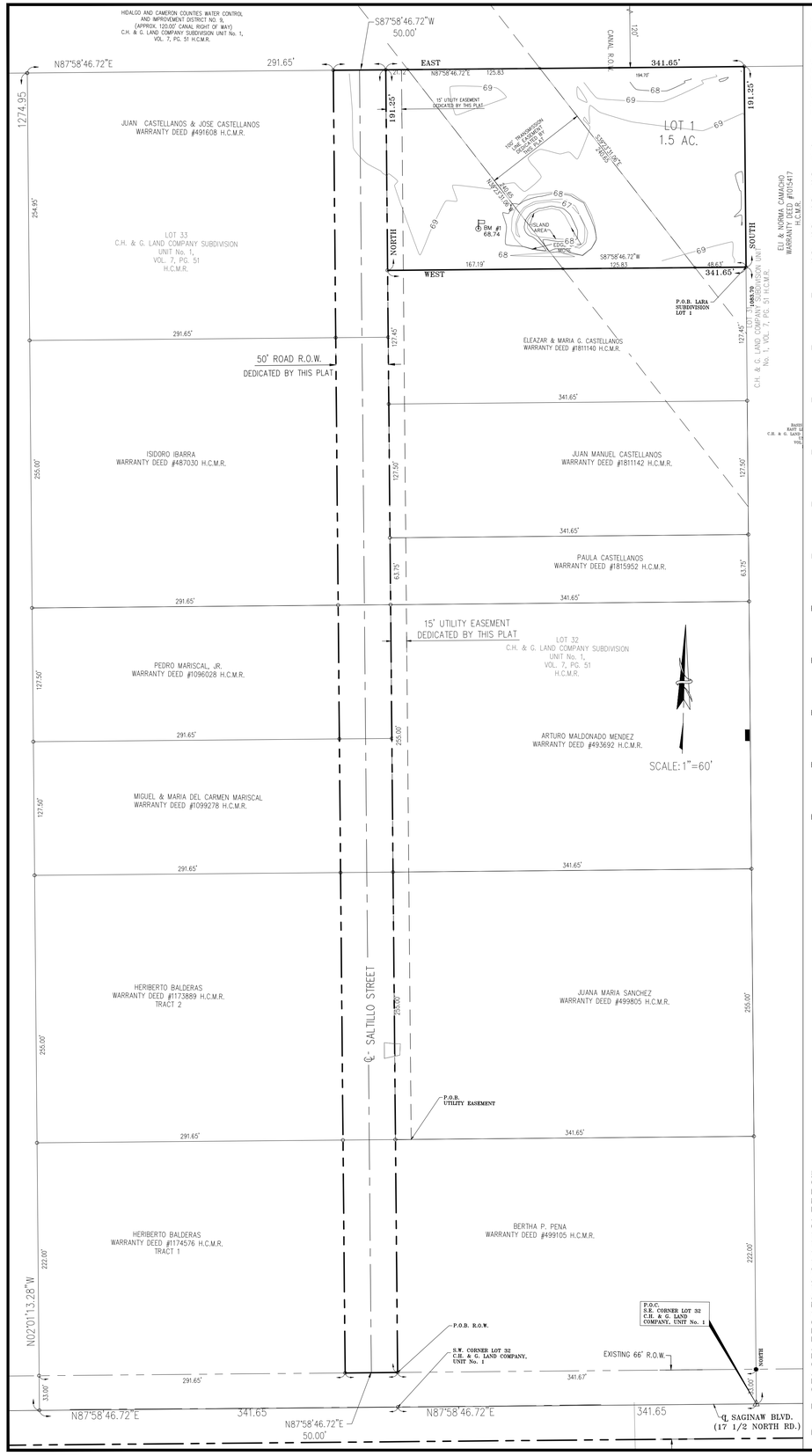
H.C.O.E.C. PRELIMINARY APPROVAL DATE: **12-05-14** : By **Martin Ramirez** Environmental Compliance Coordinator

Proposed project was reviewed before preliminary approval and it was determined that less than one acre of soil disturbance would take place during construction and it was not part of a larger common plan of development. Coverage under TPDES General Permit for Construction Activities was not required.

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.*



STATE OF TEXAS
HIDALGO COUNTY

OWNERS DEDICATION, CERTIFICATION, AND ATTESTATION

WE, NEREIDA LARA, ELEAZAR & MARIA G. CASTELLANOS, JUAN MANUEL CASTELLANOS PAULA CASTELLANOS, ARTURO MALDONADO MENDEZ, JUANA MARIA SANCHEZ, BERTHA P. PENA, HERIBERTO BALDERAS, PEDRO MARISCAL JR. MIGUEL & MARIA DEL CARMEN MARISCAL, ISIDORO IBARRA, JUAN CASTELLANOS, JOSE CASTELLANOS, AS OWNERS OF THE 2.956 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED LARA SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATED TO THE PUBLIC USE THE STREET, PARK AND EASEMENTS SHOWN HEREIN.

WE CERTIFY THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE s 232.032 AN THAT

(A) THE WATER QUALITY CONNECTIONS TO THE LOT(S) MEET OR WILL MEET MINIMUM STATE STANDARDS.

(B) SANITARY SEWER CONNECTIONS TO THE LOT(S) OR SEPTIC TANKS MEET OR WILL MEET MINIMUM STATE STANDARDS.

(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOT(S) MEET OR WILL MEET MINIMUM STATE STANDARDS.

(D) GAS CONNECTIONS, IF AVAILABLE PROVIDED TO THE LOT(S) MEET OR WILL MEET MINIMUM STATE STANDARDS. I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

BY: _____ DATE
NEREIDA LARA
2015 FORDYCE, APT. 18, DONNA, TEXAS 78537
(956) 283-6778

BY: _____ DATE
ELEAZAR & MARIA G. CASTELLANOS
(956) 563-0283

BY: _____ DATE
PEDRO MARISCAL, JR
P.O.B 241, ELSA TEXAS 78543
(956) 451-1463

BY: _____ DATE
ISIDORO IBARRA
P.O.B 1908, ELSA TEXAS 78543

BY: _____ DATE
MIGUEL & MARIA DEL CARMEN MARISCAL
(956) 457-6147

BY: _____ DATE
JUAN MANUEL CASTELLANOS
P.O.BOX 1378 ELSA, TEXAS 78543
(956) 355-0710

BY: _____ DATE
PAULA CASTELLANOS
P.O.BOX 1378 ELSA, TEXAS 78543

BY: _____ DATE
ARTURO MALDONADO MENDEZ
P.O.BOX 650 LA BLANCA, TEXAS 78558

BY: _____ DATE
HERIBERTO BALDERAS
409 N 11th DONNA, TEXAS 78537
(956) 453-4147

BY: _____ DATE
JUANITA MARIA SANCHEZ
P.O.BOX 1035 ELSA, TEXAS 78543

BY: _____ DATE
JUAN CASTELLANOS & JOSE CASTELLANOS
409 N 11th DONNA, TEXAS 78537
(956) 453-4147

LEGEND

- △ – FND. COTTON PICKER SPINDLE
- ○ – SET 1/2" IRON ROD W/ PLASTIC CAP STAMPED "SAMES"
- -x—x- – EXIST FENCE
- – EXIST ELEC. TRANSMISSION LINE
- WM – WATER METER
- – FLUSH VALVE
- – SERVICE POLE
- – FENCE POST
- – 1"x1" POLE
- – FLAG POLE (B.M.1)
- – TREES UNLESS NOTED OTHER WISE.
- – BANANA TREE UNLESS NOTED OTHER WISE.

RIGHT OF WAY EASEMENT: KNOWN ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR WHETHER ONE OR MORE PERSONS ARE NAMED,) IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER, AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS, AND ASSIGNS. EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND THEREAFTER USE, OPERATE, INSPECT, REPAIR MAINTAIN, REPLACE, AND REMOVE WATER DISTRIBUTION LINES 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 RELOCATING SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED. THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION. MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. 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 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_____.

_____
DEVELOPER

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

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LARA SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON_____ _____

_____
HIDALGO COUNTY JUDGE DATE

_____
HIDALGO COUNTY CLERK DATE

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

ON _____AT_____A.M./P.M.

INSTRUMENT NUMBER_____ .

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____, DEPUTY CLERK

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____ _____KNOWN TO ME BY THE PERSON(S) WHOSE NAME (S) IS ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PROPOSED AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF THE OFFICE THIS THE _____ DAY OF _____ 20___.

_____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES_____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LARA SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY ENVIRONMENTAL HEALTH DEPARTMENT ON _____ _____

_____
ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

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

_____
DISTRICT MANAGER DATE

HIDALGO & CAMERON COUNTIES IRRIGATION DISTRICT No. 9
CERTIFICATE OF PLAT APPROVAL

THIS PLAT WAS APPROVED BY HIDALGO & CAMERON COUNTY IRRIGATION DISTRICT No. 9 ON THIS _____DAY OF_____20_____.

1. NO IMPROVEMENTS SHALL BE PLACED ON ANY DISTRICT EASEMENT OR RIGHT-OF-WAY.

_____
JOJO WHITE DISTRICT MANAGER DATE:

SALTILLO STREET ROW METES AND BOUNDS DESCRIPTION:

A 1.425 ACRE TRACT OF LAND OUT OF LOT THIRTY-TWO (32), CH&G, LAND COMPANY'S SUBDIVISION UNIT NO.1, HIDALGO COUNTY, TEXAS ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 7, PAGE 51, MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF LOT 32, SAID POINT BEING ON THE CENTERLINE OF SAGINAW BLVD. (MILE 17 1/2 NORTH ROAD) AND ALSO BEING THE SOUTHWEST CORNER OF LOT 31:

THENCE, DUE NORTH ALONG THE EAST LINE OF LOT 32 AND THE WEST LINE OF LOT 31 A DISTANCE OF 33.00 FEET TO THE NORTH ROW LINE OF LOT 32 THENCE, WEST ALONG THE NORTH R.O.W. LINE OF LOT 32 A DISTANCE OF 341.67 FEET TO THE POINT OF BEGINNING

THENCE, DUE NORTH A DISTANCE OF 1241.95 FEET TO THE SOUTH ROW LINE OF DISTRICT No. 9 CANAL ROW FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE, DUE WEST ALONG THE SOUTH ROW LINE OF DISTRICT No. 9 CANAL ROW , A DISTANCE OF 50.00 FEET FOR THE NORTHWEST CORNER OF THIS TRACT,

THENCE DUE SOUTH, A DISTANCE OF 1241.95 FEET FOR THE NORTH ROW OF LOT 32 FOR THE SOUTHWEST CORNER OF THIS TRACT,

THENCE, DUE EAST ALONG THE NORTH ROW LINE OF LOT 32, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

UTILITY EASEMENT METES AND BOUNDS DESCRIPTION:

A 0.351 ACRE TRACT OF LAND OUT OF LOT THIRTY-TWO (32), CH&G, LAND COMPANY'S SUBDIVISION UNIT NO.1, HIDALGO COUNTY, TEXAS ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 7, PAGE 51, MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF LOT 32, SAID POINT BEING ON THE CENTERLINE OF SAGINAW BLVD. (MILE 17 1/2 NORTH ROAD) AND ALSO BEING THE SOUTHWEST CORNER OF LOT 31:

THENCE, DUE NORTH ALONG THE EAST LINE OF LOT 32 AND THE WEST LINE OF LOT 31 A DISTANCE OF 33.00 FEET TO THE NORTH ROW LINE OF LOT 32 THENCE, WEST ALONG THE NORTH R.O.W. LINE OF LOT 32 A DISTANCE OF 326.67 FEET

THENCE DUE NORTH A DISTANCE OF 222.00' TO THE POINT OF BEGINNING.

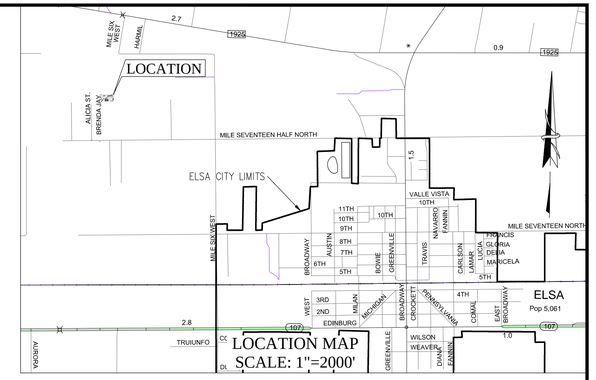
THENCE, CONTINUING NORTH A DISTANCE OF 1019.95 FEET TO THE SOUTH ROW LINE OF DISTRICT No. 9 CANAL ROW FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE, DUE EAST ALONG THE SOUTH ROW LINE OF DISTRICT No. 9 CANAL ROW , A DISTANCE OF 15.00 FEET FOR THE NORTHWEST CORNER OF THIS TRACT,

THENCE DUE SOUTH, A DISTANCE OF 1019.95 FEET FOR THE NORTH ROW OF LOT 32 FOR THE SOUTHWEST CORNER OF THIS TRACT,

THENCE, DUE EAST ALONG THE NORTH ROW LINE OF LOT 32, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

PRINCIPAL CONTACTS	NAME	ADDRESS	PHONE	FAX
OWNER:	NEREIDA LARA	2015 FORDYCE, APT. 18, DONNA, TEXAS 78537	(956) 283-6778	
ENGINEER: URBAN INFRASTRUCTURE GROUP INC.	CRAIG GONZALEZ	407 N. SALINAS BLVD., DONNA, TEXAS 78537	(956) 464-4710	(956) 464-4717
SURVEYOR: SAM Engineering & Surveying, Inc.	SAMUEL DAVID MALDONADO	200 S. CAGE BLVD. PHARR, TEXAS 78577	(956) 702-8880	(956) 702-8883



LARA SUBDIVISION PLAT

LARA SUBDIVISION IS LOCATED WITHIN HIDALGO COUNTY PRECINCT No.1 IN THE NORTH CENTRAL PART OF HIDALGO COUNTY AT A DISTANCE APPROXIMATELY 1,083 FEET NORTH OF THE INTERSECTION OF MILE 17 ½ NORTH AND SALTILLO ST. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF ELSA, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF ELSA (POPULATION 5,061), LARA SUBDIVISION LIES APPROXIMATELY 1.48 MILES FROM THE CITY LIMITS OF ELSA. THE SUBDIVISION IS NOT LOCATED WITHIN ANY CITY ETJ.

METES AND BOUNDS DESCRIPTION:

A 1.50 ACRE TRACT OF LAND OUT OF LOT THIRTY-TWO (32), C.H.&G. LAND COMPANY'S SUBDIVISION UNIT NO.1, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 7, PAGE 51, MAP RECORDS OF HIDALGO COUNTY, TEXAS; SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 32, SAID POINT BEING ON THE CENTERLINE OF SAGINAW BLVD. (MILE 17 1/2 NORTH ROAD) AND ALSO BEING THE SOUTHWEST CORNER OF LOT 31;

THENCE, DUE NORTH ALONG THE EAST LINE OF LOT 32 AND THE WEST LINE OF LOT 31 A DISTANCE OF 1,083.70 FEET TO THE POINT OF BEGINNING;

THENCE, DUE WEST, ALONG THE SOUTH LINE OF THIS TRACT A DISTANCE OF 341.65 FEET FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE , DUE NORTH, ALONG THE WEST LINE OF LOT 32, AND THE EAST LINE OF LOT 33, A DISTANCE OF 191.25 FEET TO THE NORTHWEST CORNER OF LOT 32 AND THE NORTHEAST CORNER OF LOT 33 FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE DUE EAST ALONG THE NORTH LINE OF LOT 32, A DISTANCE OF 341.65 FEET FOR THE NORTHEAST CORNER OF LOT 32.

THENCE, DUE SOUTH ALONG THE EAST LINE OF LOT 32, AND THE WEST LINE OF LOT 31 A DISTANCE OF 191.25 FEET TO THE POINT OF BEGINNING.

METES AND BOUNDS DESCRIPTION:

BEING A 0.552 ACRE (24,064 SQ. FT.) TRACT OF LAND, MORE OR LESS, OUT OF A 1.5 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS THE NORTH 191.25 FEET OF LOT 32, C. H. & G, LAND COMPANY'S SUBDIVISION UNIT No. 1, HIDALGO COUNTY TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 7, PAGE 51, MAP RECORDS OF HIDALGO COUNTY, TEXAS. SAID 1.50 ACRE (24,064.75 SQ. FT.) TRACT OF LAND CONVEYED TO NEREIDA LARA IN WARRANTY DEED DOCUMENT NUMBER 2406975, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

COMMENCING AT A HALF (1/2) INCH IRON ROD SET FOR THE NORTHEAST CORNER OF SAID 1.5 ACRE TRACT OF LAND, SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF AN APPROXIMATELY 120.00 FOOT CANAL RIGHT-OF-WAY, THENCE SOUTH LINE WITH THE EAST LINE OF SAID LOT 32, A DISTANCE OF 191.25 FEET TO A HALF (1/2) INCH ROD SET FOR THE SOUTHEAST CORNER OF SAID 1.5 ACRE TRACT OF LAND, THENCE WITH THE SOUTH LINE OF SAID 1.5 ACRE TRACT OF LAND, WEST A DISTANCE OF 48.63 FEET TO A POINT FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND AND THE POINT OF BEGINNING.

THENCE CONTINUING WITH THE SOUTH LINE OF SAID 1.5 ACER TRACT OF LAND, WEST A DISTANCE OF 125.83 FEET TO A POINT FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE NORTH 3°22'18" WEST, A DISTANCE OF 240.65 FEET TO A POINT ON THE NORTH LINE OF SAID 1.5 ACRE TRACT OF LAND, FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE WITH THE NORTH LINE OF SAID 1.5 ACRE TRACT OF LAND, EAST A DISTANCE OF 125.83 FEET TO A POINT FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE SOUTH 3°22'18" EAST A DISTANCE OF 240.65' TO THE POINT OF BEGINNING, CONTAINING 0.552 ACRES (24,064.75 SQ. FT.) TRACT OF LAND, MORE OR LESS.

STATE OF TEXAS
HIDALGO COUNTY

I SAMUEL D. MALDONADO, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY THAT THE MAP ON THIS SHEET SHOWING THE LOT, AND EASEMENTS OF LARA SUBDIVISION AND ITS MEETS AND BOUNDS DESCRIPTION WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON ., 20___.

_____ DATE:
SAMUEL D. MALDONADO
R.P.L.S. No. 6027

STATE OF TEXAS
HIDALGO COUNTY

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

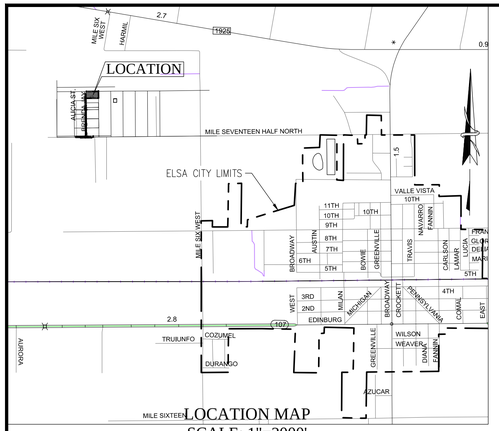
STATE OF TEXAS
CRAIG A. GONZALEZ
99268
LICENSED PROFESSIONAL ENGINEER

01/09/15
_____ DATE:
CRAIG A. GONZALEZ, P.E.
LICENSED PROFESSIONAL ENGINEER No. 99268

INDEX TO SHEET OF LARA SUBDIVISION

1	HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESCIGNATIONS;LEGAL DESCRIPTION (METES AND BOUNDS); OWNERS DEDICATION CERTIFICATION, ATTESTATION; ENGINEER'S & SURVEYOR'S CERTIFICATION; HIDALGO COUNTY CERTIFICATION OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY CO AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; COUNTY CLERK'S RECORDING CERTIFICATION; HIDALGO & CAMERON COUNTIES IRRIGATION DISTRICT No. 9 APPROVAL, H.C.D.D. No. 1 APPROVAL, HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATION.
2	WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION). INCLUDING DESCRIPTION OF WATER AND WASTE WATER (OSSF) AND ENGINEERS CERTIFICATION (ENGLISH AND SPANISH); SUBDIVIDER CERTIFICATE AND STATEMENT. DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND ENGINEERING CERTIFICATION; MAP OF UTILITIES, BUILDING SITE PLAN, TOPOGRAPHY AND DRAINAGE; PLAT NOTES AND RESTRICTIONS; REVISION NOTES.

No.	REVISION	DATE	APPROVED
1	REVISED PER 1st REVIEW COMMENTS	10-2-13	CAG
2	REVISED PER 2nd REVIEW COMMENTS	12-6-13	CAG
3	ADDED SALTILLO STREET RIGHT-OF-WAY	5-8-14	CAG
4	REVISED UTILITY EASEMENT METES AND BOUNDS	1-9-15	CAG



LOCATION MAP

SCALE: 1"=2000'

LARA SUBDIVISION PLAT

LARA SUBDIVISION IS LOCATED WITHIN HIDALGO COUNTY PRECINCT No.1 IN THE NORTH CENTRAL PART OF HIDALGO COUNTY AT A DISTANCE APPROXIMATELY 1,083 FEET NORTH OF THE INTERSECTION OF MILE 17 ½ NORTH AND BRENDA JAY (SALTILLO RD.). THE ONLY NEARBY MUNICIPALITY IS THE CITY OF ELSA, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF ELSA (POPULATION 5,061). LARA SUBDIVISION LIES APPROXIMATELY 1.48 MILES FROM THE CITY LIMITS OF ELSA. THE SUBDIVISION IS NOT LOCATED WITHIN ANY CITY ETJ.

FINAL WATER AND SEWER ENGINEERING REPORT
WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:
LARA SUBDIVISION SINGLE LOT SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION (NAWSC). THE SUBDIVIDER AND NAWSC HAVE ENTERED INTO A CONTRACT IN WHICH NAWSC HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND NAWSC 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.

NAWSC HAS AN EXISTING 4" DIAMETER WATER LINE RUNNING ALONG THE WEST SIDE OF THE RIGHT-OF-WAY OF BRENDA JAY (SALTILLO RD.).

WATER DISTRIBUTION FOR LARA SUBDIVISION CONSISTS OF A SINGLE 5/8-INCH DIAMETER IRRIGATION SERVICE SAID SERVICES TERMINATE AT THE WATER METER BOXES FOR THE LOT. THE SINGLE 5/8-INCH DIAMETER SERVICE LINE AND METER BOX HAVE BEEN INSTALLED FOR THIS SINGLE LOT SUBDIVISION THERE ARE NO ADDITIONAL METERS TO BE INSTALLED.

THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY NAWSC AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES DESCRIPTION; COST AND OPERABILITY DATES
SEWAGE FROM LARA SUBDIVISION WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN SINGLE COMPARTMENT SEPTIC TANK, AND A DRAIN FIELD ON LOT WAS INSTALLED BY PREVIOUS OWNER AND SYSTEM IS ADEQUATE AND WORKING PROPERLY. THE UNDERSIGNED PROFESSIONAL ENGINEER HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. THE LOT HAS ADEQUATE AREA FOR A REPLACEMENT DRAIN FIELD.

SOIL EVALUATION REPORT:
THE PROPOSED SUBDIVISION IS A SINGLE 1.5 ACRE LOT. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A SANDY LOAM SOIL FOR THE AREA. AT LEAST TWO SOIL EXCAVATIONS WERE PERFORMED ON THE SITE, AT OPPOSITE ENDS OF THE PROPOSED DISPOSAL AREA. (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMIT AREA). THE SOIL IS A UNIFORM SANDY LOAM EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUNDWATER OR A RESTRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.
PROVISION DE AGUA: DESCRIPCION, COSTO Y FECHA DE INICIO:
LA SUBDIVISION LARA, LOTE INDIVIDUAL, RECIBIRA SU PROVISION DE AGUA POTABLE DE NORTH ALAMO WATER SUPPLY COORPORATION. (NAWSC). EL DUENO DE LA SUBDIVISION Y NAWSC HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISION RECIBIRA SU PROVISION DE AGUA POR LOS PROXIMOS 30 ANOS. NAWSC HA PRESENTADO DOCUMENTACION PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISION.

NAWSC TIENE UNA LINEA DE AGUA POTABLE DE 4" PULGADAS EN DIAMETRO Y CORRE POR LA PARTE OESTE SOBRE EL DERECHO DE PASO EN LA CALLE BRENDA JAY (SALTILLO RD).

LA DISTRIBUCION DE AGUAL PARA LA SUBDIVISION LARA CONSISTE DE UNA LINEA DE IRRIGACION DE 5/8" QUE TERMINA EN LA CAJA DE MEDIDOR EN EL LOTE. LA LINEA DE 5 /8" Y MEDIDOR HAN SIDO INSTALADAS EN EL LOTE. NO HAY NECESIDAD DE INSTALAR MEDIDORES EXTRAS.

DRENAJE: DESCRIPCION, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISION
EL DRENAJE PARA LA SUBDIVISION LARA SERA TRATADO POR UN SISTEMA LOCAL DE DRENAJE ("OSSF"). CONSISTE DE UN DISENO ESTANDAR DE UN COMPARTIMIENTO DE TANQUE SEPTICO Y DESAGUE EN EL CAMPO DEL LOTE QUE FUE INSTALADO POR EL DUENO ANTERIOR Y ES ADECUADO Y FUNCIONA CORRECTAMENTA. EL INGENIERO PROFESIONAL ABAJOFIRMANTE A EVALUADO LA APLICABLIDAD EN LA SUBDIVISION PARA EL OSSF Y A SOMETIDO UN REPROTE CONCLUYENDO QUE EL SITIO ES APTO PARA EL SISTEMA OSSF. EL REPORTE AH SIDO REVISADO Y APROVADO POR EL DAPARTAMENTO DE SALUBRIDAD DEL CONDADO HIDALGO. EL LOTE CUENTA CON LA AREA ADECUADA PARA EL REPLASAMIENTO DEL DESAGUE EN EL CAMPO.

REPORTE DE EVALUACION DE TIERRA:
LA SUBDIVISION PROPUESTA ES UN LOTE INDIVIDUAL DE 1.5 ACRES. EL LIBRO DE ENCUESTA DEL RESOURCE CONCERVATION SERVICE INDICA UNA TIERRA DE MOLDEO ARENOSA PARA EL AREA. AL MENOS DOS ESCABACIONES FUERON REALISADAS EN LADOS OPUESTOS DE LA AREA DE DESAGUE. (ESCABACIONES ADICIONALES NO FUERON NECESARIAS PORQUE LA TIERRA FUE UNIFORME DENTRO DE LOS LIMITES DE LA AREA) LA TIERRA ES DE MOLDEO ARENOSO QUE SE EXTIENDE A 36 PUGADAS DEBAJO DE LAS ESCABACIONES PROPONDIAS. NO HUBO INDICACION DE AGUA O DE ALGUNA CAPA RESTRICTIVA SOBRE 24 PULGADAS DE LAS ESCABACIONES PROPUESTAS. LA SUBDIVISION DESAGUA BIEN.

LA PROPIERAD TIENE UN SISTEMA LOCAL DE DREANAJE (OSSF) DISENADA PARA UNA VIVIENDA DE UNA FAMILIA. EL SISTEMA FUE INSTALADA POR LOS DUENOS ANTERIORES.

CERTIFICACION DEL INGENIERO:
CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISIÓN RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA DE TEXAS).

AGUA: EL SISTEMA DE SERVICIO DE AGUA FUERON INSTALADAS POR EL DUENO ANTERIOR.
DRENAJE: EL SISTEMA DE SERVICIO DE AGUA FUERON INSTALADAS POR EL DUENO ANTERIOR.

_____ _____
FIRMA DE INGENIERO FECHA

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.

WATER FACILITIES – THESE FACILITIES WERE INSTALLED UNDER PREVIOUS OWNERSHIP.
SEWAGE FACILITIES – THESE FACILITIES WERE INSTALLED UNDER PREVIOUS OWNERSHIP.

_____ _____
ENGINEER'S SIGNATURE DATE

SUBDIVIDER CERTIFICATION:
1.– BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (A) WATER 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.

2.– I NEREIDA LARA SUBDIVIDER OF LARA SUBDIVISION 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 SAID SUBDIVISION TO HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATION AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

_____
(OWNERS SIGNATURE) NEREIDA LARA

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____KNOWN TO ME BY THE PERSON(S) WHOSE NAME (S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PROPOSED AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF THE OFFICE THIS THE _____ DAY OF _____ 20___.

_____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES_____

DRAINAGE REPORT FOR LARA SUBDIVISION

LOCATION
THE LARA SUBDIVISION IS A SINGLE 1.5 ACRE RESIDENTIAL LOT. THE PROPERTY IS LOCATED NEAR THE CITY OF ELSA, APPROXIMATELY 1,083 FEET NORTH OF THE INTERSECTION OF BRENDA JAY (SALTILLO) AND MILE 17 1/2 NORTH ROAD.

FLOODPLAIN INFORMATION
THE PROPERTY DOES NOT CONTAIN FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) SPECIAL FLOOD HAZARD AREAS (SFHA). THE LARA SUBDIVISION IS LOCATED WITHIN FEMA COMMUNITY PANEL NUMBER 480334035OC, REVISED MAY 17, 2001.

SOIL SURVEY
THE SOIL ON THE PROPERTY IS MORE THAN 99% HIDALGO FINE SANDY LOAM, 0 TO 1 PERCENT SLOPES (MAP SYMBOL 25), AS INDICATED IN THE USDA NATURAL RESOURCES CONSERVATION SERVICE (NRCS) WEB SOIL SURVEY FOUND IN ATTACHMENT C. LESS THAN 1% OF THE SOIL IS HIDALGO SANDY CLAY LOAM, 0 TO 1 PERCENT SLOPES (MAP SYMBOL 28).

HYDROLOGY
THE EXISTING 1.5 ACRES CONSIST OF GRASS COVERED LAWN, AND A GRAVEL DRIVEWAY. THE PRE-DEVELOPED PEAK 10-YEAR FLOWRATE IS APPROXIMATELY 2.0 CFS AND THE POST-DEVELOPMENT PEAK 10-YEAR FLOWRATE IS APPROXIMATELY 2.1 CFS, OR AN INCREASE OF 0.9 CFS.

DETENTION
A NEW DETENTION POND IS PROPOSED AT THE SOUTHEAST CORNER OF THE PROPERTY. THE 10-YEAR DETENTION VOLUME IS APPROXIMATELY 372 CUBIC FEET. A TWO (2) FOOT DEEP BY 31 FOOT LONG TRIANGULAR SWALE IS PROPOSED FOR DETENTION. THE SWALE WILL HAVE A 5' WIDE OVERFLOW SPILLWAY THAT WILL SHEET FLOW FROM THE POND AT A DEPTH OF 3-INCHES AT APPROXIMATELY 2.0 CFS.

ENGINEER CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THE SUBDIVISION LIES IN A FLOOD ZONE "X" (NO SHADING) AREAS TO BE OUTSIDE 500-YEAR FLOODPLAIN. COMMUNITY-PANEL NO. 480334 0350 EFFECTIVE DATE: JUNE 6, 2000 BY LOMR.

STATE OF TEXAS
CRAIG A. GONZALEZ
99268
LICENSED
PROFESSIONAL ENGINEER

01/09/2015

CRAIG A. GONZALEZ, P.E.
FIRM NO. F-13094
DATE:

HIDALGO COUNTY GENERAL SUBDIVISION PLAT NOTES

1. FLOOD ZONE STATEMENT:
   FLOOD ZONE DESIGNATION: ZONE "X" (NO SHADING)

   ZONE "X" AREAS DETERMINED TO BE OUTSIDE 500-YR. FLOODPLAIN
   COMMUNITY-PANEL NO. 480334 0350 C EFFECTIVE DATE: JUNE 6, 2000, REVISED MAY 17, 2001 BY LOMR.

   CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2. SETBACKS:
   FRONT: 25 FEET.
   GARAGE DOOR: 18 FEET
   REAR: 15 FEET OR EASEMENT WHICHEVER IS GREATER
   SIDE: 6 FEET OR EASEMENT WHICHEVER IS GREATER

3. NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4. NO COMMERCIAL USE SHALL BE ALLOWED ON LOT.

5. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.

   ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISHED FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

6. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT.
   -->B.M. NO. 1. – ELEV. 68.74. DESCRIPTION: BASE OF FLAG POLE FOUND ON PROPERTY. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATES SYSTEM, SOUTH ZONE, NAD. 83 DATUM.

7. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 372 CUBIC-FEET OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS SHOWN ON THIS PLAT.

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

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

10. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

11. ALL CONSTRUCTION SHALL COMPLY WITH COUNTY OF HIDALGO STORM WATER POLLUTION PREVENTION PLAN (SWPPP) REQUIREMENTS.

12. ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF.

    A. OSSF SYSTEM SHALL BE DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY.
    B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
    C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
    D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE 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 LOT.

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

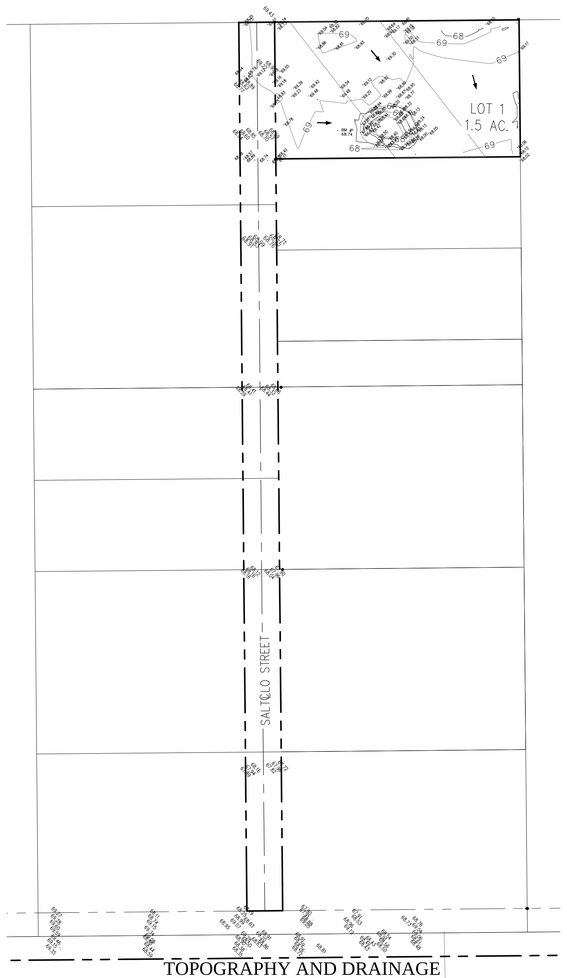
14. NEREIDA LARA, THE OWNER & SUBDIVIDER OF LARA SUBDIVISION SUBDIVISION, RETAINS A BLANKET EASEMENT UPON LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No.2.

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

16. THE PURCHASER OF EACH LOT SHALL BE RESPONSIBLE TO INSTALL DRIVEWAY CULVERT REINFORCED CONCRETE PIPE OF NO LESS THAN 15 INCHES IN DIAMETER AND 24 FEET IN LENGTH.

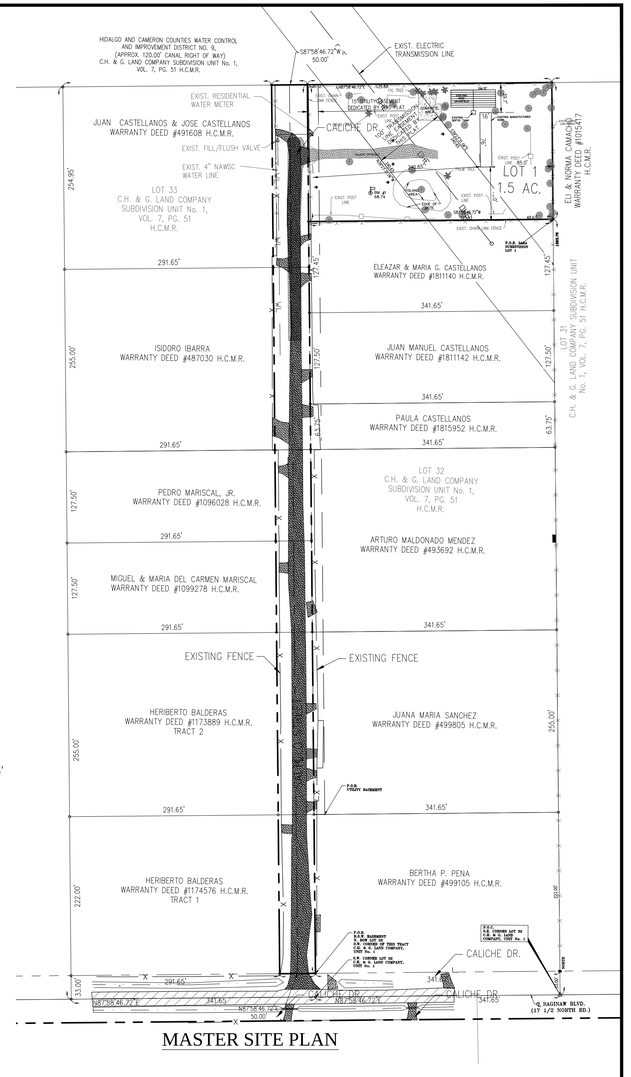
LEGEND

- TBL (STEEL POST SHINY)
- SET 1/2" REBAR W/ "A"
- PLASTIC CAP STAMPED "LARA"
- -X-X- CHAIN LINK FENCE
- -ONE- EXIST. ELEC. TRANSMISSION LINE
- WM WATER METER
- FLOW VALVE
- SPRINKLER HEAD
- FLOW ARROW



TOPOGRAPHY AND DRAINAGE

SCALE: 1"=100'


HIDALGO AND CAMERON COUNTIES WATER CONTROL AND IMPROVEMENT DISTRICT NO. 9, (APPROX. 120.00' CANAL RIGHT OF WAY) C.H. & G. LAND COMPANY SUBDIVISION UNIT No. 1, VOL. 7, PG. 51 H.C.M.R.
S87°58'46.72"W 50.00'
EXIST. ELECTRIC TRANSMISSION LINE
EXIST. RESIDENTIAL WATER METER
JUAN CASTELLANOS & JOSE CASTELLANOS WARRANTY DEED #491608 H.C.M.R.
EXIST. FILL/FLUSH VALVE
EXIST. 4" NAWSC WATER LINE
LOT 33 C.H. & G. LAND COMPANY SUBDIVISION UNIT No. 1, VOL. 7, PG. 51 H.C.M.R.
CRICHE DR
LOT 1 1.5 AC.
ELI & NORMA CAMACHO WARRANTY DEED #1015417 H.C.M.R.
ELEAZAR & MARIA G. CASTELLANOS WARRANTY DEED #1811140 H.C.M.R.
ISIDORO IBARRA WARRANTY DEED #487030 H.C.M.R.
JUAN MANUEL CASTELLANOS WARRANTY DEED #1811142 H.C.M.R.
PAULA CASTELLANOS WARRANTY DEED #1815952 H.C.M.R.
LOT 32 C.H. & G. LAND COMPANY SUBDIVISION UNIT No. 1, VOL. 7, PG. 51 H.C.M.R.
PEDRO MARISCAL, JR. WARRANTY DEED #1096028 H.C.M.R.
ARTURO MALDONADO MENDEZ WARRANTY DEED #493692 H.C.M.R.
MIGUEL & MARIA DEL CARMEN MARISCAL WARRANTY DEED #1099278 H.C.M.R.
EXISTING FENCE
EXISTING FENCE
HERIBERTO BALDERAS WARRANTY DEED #1173889 H.C.M.R. TRACT 2
JUANA MARIA SANCHEZ WARRANTY DEED #499805 H.C.M.R.
HERIBERTO BALDERAS WARRANTY DEED #1174576 H.C.M.R. TRACT 1
BERTHA P. PENA WARRANTY DEED #499105 H.C.M.R.
CALICHE DR.
CALICHE DR
CALICHE DR.
S87°58'46.72"E 50.00'
N87°58'46.72"W 50.00'
N87°58'46.72"E 50.00'
254.95'
291.65'
255.00'
127.50'
341.65'
347.65'
124.45'
63.75'
222.00'
33.00'
W. HUISACHE AVE.
S. HUISACHE AVE.
W. HIGHWAY AVE.
S. HIGHWAY AVE.
N. HIGHWAY AVE.
E. HIGHWAY AVE.
E. HUISACHE AVE.
E. HIGHWAY AVE.
N. HUISACHE AVE.
E. HIGHWAY AVE.
S

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: 02-03-2015

PROPOSED RG ESTATES PHASE II SUBDIVISION, PRECINCT No. 4 .

ENGINEER: MELDEN & HUNT, INC. DEVELOPER: WILLIAM A. SCHWARZ

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

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

LOCATION DESCRIPTION: North of Mile 17 ½ North Rd, approximately ¼ mile East of North 83rd Rd

SUBDIVISION LIES WITHIN THE: ☒ *The rural area of the County.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON 08-12-2014 PROPERTY LIES WITHIN FLOOD ZONE: "X" AS PER FEMA LOMR – F CASE NO. 15-06-005A

DRAINAGE DESIGN: Detention has been provided by widening the North drain ditch and storm drainage system during the construction of RG Estates Phase I.

ROAD R.O.W. DEDICATION: No Right of Way dedication required by this plat

H.C.R.O.W. FINAL APPROVAL DATE: 09-02-14 By, Jesse Ozuna PCT. 4 R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: 11-07-2013 By, Elizardo "Chardo" Ramos Environmental Health Division Manager

SEWER SYSTEM: ☒ SANITARY SEWER BY: NAWSC LINE SIZE: 6" LOCATION: Aliyah St.

WATER SERVICE PROVIDER: N.A.W.S.C. LINE SIZE: 6" LOCATION: Aliyah St.

H.C.O.E.C. PRELIMINARY APPROVAL DATE: 09-02-14 : 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.

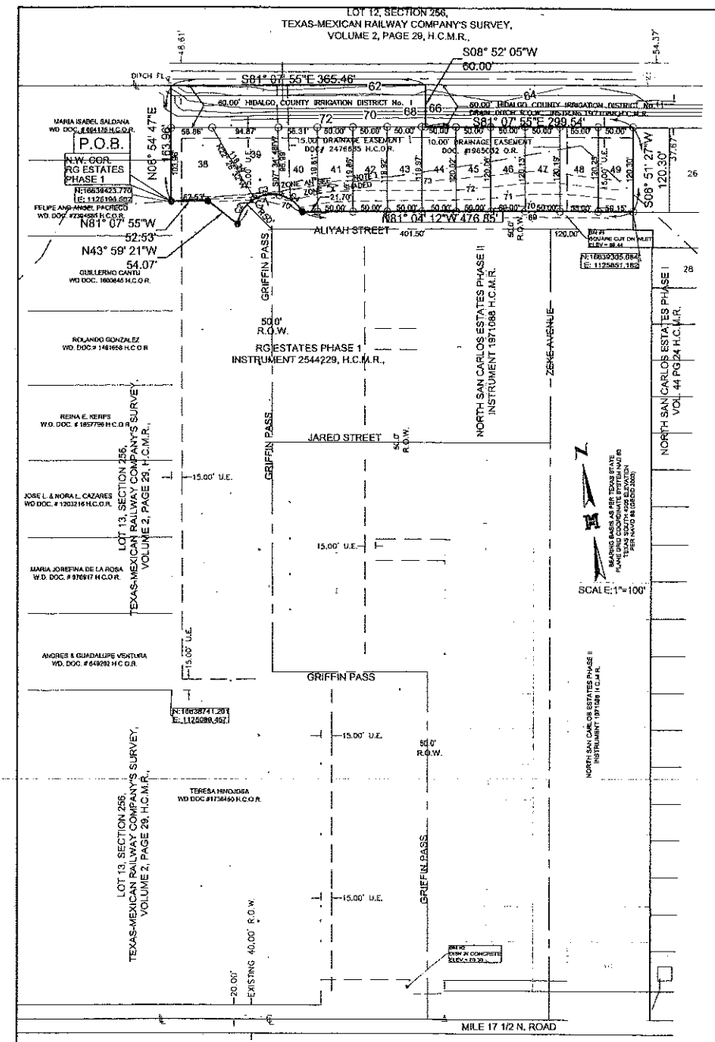
STAFF RECOMMENDS:

☐ **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.*



SUBDIVISION MAP OF

RG ESTATES PHASE 2

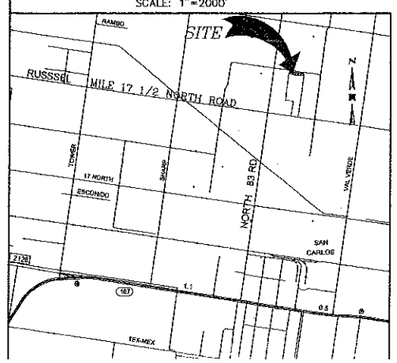
BEING A RESUBDIVISION OF 2.282 ACRES
OUT OF LOT 13, SECTION 256,
TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY,
VOLUME 2, PAGE 29, H.C.M.R.,
HIDALGO COUNTY, TEXAS.

PROJECT LEGEND

- ● FOUND No.4 REBAR
- ○ SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT

R.O.W. - RIGHT OF WAY
H.C.M.R. - HIDALGO COUNTY MAP RECORDS
H.C.A.D.R. - HIDALGO COUNTY APPRAISAL DISTRICT RECORDS
H.C.D.R. - HIDALGO COUNTY DEED RECORDS
H.C.D.D. - HIDALGO COUNTY DRAINAGE DISTRICT
S.W. COR. - SOUTHWEST CORNER
P.O.B. - POINT OF BEGINNING
N.A.W.S. - NORTH ALAMO WATER SUPPLY CORPORATION
H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS

LOCATION MAP
SCALE: 1"=2000'



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

RG ESTATES PHASE 2 IS LOCATED IN THE SOUTH CENTRAL PART OF HIDALGO COUNTY ON THE APPROXIMATELY 1140 FEET NORTH OF RUSSELL ROAD (MILE 17 1/2 NORTH), APPROXIMATELY 450 FEET EAST OF ITS INTERSECTION WITH NORTH 83rd ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG. RG ESTATES PHASE 2, FALLS IN THE RURAL AREA OF THE COUNTY. THIS SUBDIVISION FALLS WITHIN PRECINCT No 4.

INDEX TO SHEET OF RG ESTATES PHASE 2

SHEET 1: HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP: LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; REVISION NOTES, IRRIGATION DISTRICT, H.C.D.D. No. 1, HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE; NORTH ALAMO WATER SUPPLY CORPORATION DISTRICT CERTIFICATION.

SHEET 2: ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER / SANITARY SEWER AND ENGINEERS CERTIFICATION (ENGLISH AND SPANISH VERSION); CONSTRUCTION DETAILS;

SHEET 3: MAP OF TOPOGRAPHY AND DRAINAGE; REVISION NOTES, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND ENGINEERING CERTIFICATION.

MELDEN & HUNT, INC.
TEXAS REGISTERED, F-1435

MELDEN & HUNT INC.
CONSULTANTS · ENGINEERS · SURVEYORS

115 W. McINTYRE
EDINBURG, TX. 78541
OFF: (956) 381-0981
FAX: (956) 381-1839

227 N. F.M. 3167
RIO GRANDE CITY, TX. 78582
OFF: (956) 487-8256
FAX: (956) 486-8591
E-MAIL: www.meldenandhunt.com
ESTABLISHED 1947

PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	WILLIAM A. SCHWARZ, MANAGER RG ESTATES, LLC.	5711 N. 10TH ST.	McAllen, TX 78504	(956) 682-4128	(956) 682-4129
ENGINEER:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839
SURVEYOR:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(958) 381-1839

DRAWN BY:	CIRO	DATE:	11-25-14
IRRIGATION, CHECKED		DATE:	
SURVEYED, CHECKED		DATE:	12-15-14
FINAL CHECK		DATE:	1-5-15

Lot Area Table

Lot #	SQ. FT.	Area
38	10,338.37	0.237
39	6,427.10	0.148
40	6,064.34	0.140
41	5,991.78	0.138
42	5,964.48	0.138
43	5,957.18	0.138
44	5,959.88	0.138
45	8,002.58	0.136
46	6,005.20	0.138
47	6,007.68	0.138
48	6,612.15	0.152
49	6,022.79	0.138

Curve Table

Curve #	Delta	Radius	Length	Tangent	Chord Direction	Chord Length
C1	140° 42' 00"	50.00'	122.78'	140.03'	S88° 34' 48"W	94.17'
C2	51° 15' 02"	50.00'	44.73'	24.01'	S43° 52' 49"W	43.29'
C3	42° 03' 12"	50.00'	36.70'	19.22'	N85° 26' 34"W	35.88'
C4	47° 20' 46"	50.00'	41.32'	21.92'	N44° 44' 35"W	40.15'

METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 2.282 ACRES SITUATED IN THE COUNTY OF HIDALGO, TEXAS, BEING A PART OR PORTION OF LOT 13, SECTION 256, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2, PAGE 29, HIDALGO COUNTY MAP RECORDS, SAID 2.282 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A No. 4 REBAR FOUND (NORTHING: 16638221.273, EASTING: 1125404.990) AT THE NORTHWEST CORNER OF LOT 21, RG ESTATES PHASE 1, ACCORDING TO THE PLAT THEREOF RECORDED UNDER INSTRUMENT NUMBER 2544229, HIDALGO COUNTY MAP RECORDS, FOR THE SOUTHWEST CORNER OF THIS TRACT;

1. THENCE, N 08° 54' 47 E AT A DISTANCE OF 103.96 FEET PASS THE SOUTH LINE OF A 60.00 FOOT HIDALGO COUNTY IRRIGATION DISTRICT No. 1 DITCH, AND CONTINUING A TOTAL DISTANCE OF 183.96 FEET TO THE NORTHWEST CORNER OF THIS TRACT;
2. THENCE, S 81° 07' 55" E ALONG THE NORTH LOT LINE OF SAID LOT 13 AND THE NORTH RIGHT-OF-WAY OF SAID 60.00 FOOT HIDALGO COUNTY IRRIGATION DISTRICT No. 1 DITCH AND WITHIN AN EXISTING DRAINAGE DITCH, A DISTANCE OF 365.46 FEET TO THE NORTHERNMOST NORTHEAST CORNER OF THIS TRACT;
3. THENCE, S 08° 52' 05" W A DISTANCE OF 60.00 FEET TO A No. 4 REBAR SET FOR AN INSIDE CORNER OF THIS TRACT;
4. THENCE, S 81° 07' 55" E ALONG THE SOUTH 60.00 FOOT HIDALGO COUNTY IRRIGATION DISTRICT No. 1 DRAIN DITCH R.O.W. LINE OF SAID (INSTR. No. 1971088 H.C.M.R.), A DISTANCE OF 299.54 FEET TO A No. 4 REBAR SET FOR THE SOUTHERNMOST NORTHEAST CORNER OF THIS TRACT;
5. THENCE, S 08° 51' 27" W ALONG THE WEST LINE OF LOT 27, NORTH SAN CARLOS ESTATES PHASE 1, (VOLUME 44, PHAGE 24 H.C.M.R.), A DISTANCE OF 120.30 FEET TO A No. 4 REBAR SET FOR THE SOUTHEAST CORNER OF THIS TRACT;
6. THENCE, N 81° 04" 12" W ALONG THE NORTH RIGTH-OF-WAY LINE OF ALIYAH STREET AS PER RG ESTATES PHASE 1, A DISTANCE OF 476.85 FEET TO A No. 4 REBAR FOUND FOR AN INSIDE AN OUTSIDE CORNER OF THIS TRACT;
7. THENCE, ALONG THE NORTH BOUNDARY LINE OF SAID RG ESTATES PHASE 1, IN AN WESTERLY DIRECTION ALONG A CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 140°42'00" A RADIUS OF 50 FEET, AN ARC LENGTH OF 122.78 FEET, A TANGENT OF 140.03 FEET AND A CHORD THAT BEARS S 88°34'48" W A DISTANCE OF 94.18 TO A No. 4 REBAR FOUND FOR AN OUTSIDE CORNER OF THIS TRACT;
8. THENCE, N 43° 59' 21" W ALONG THE NORTH BOUNDARY LINE OF SAID LOT 21 RG ESTATES PHASE 1, A DISTANCE OF 54.07 FEET TO A No. 4 REBAR FOUND FOR AN INSIDE CORNER OF THIS TRACT;
9. THENCE, N 81° 07' 55" W ALONG A NORTH BOUNDARY LINE OF SAID LOT 21, RG ESTATES PHASE 1, A DISTANCE OF 52.53 FEET TO THE POINT OF BEGINNING, AND CONTAINING 2.282 ACRES OF LAND, MORE OR LESS.

RIGHT OF WAY EASEMENT

KNOWN ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND LAY AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE FOR WHICH THE ABOVE-MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED.

IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND DESCRIBED ABOVE FOR THE PURPOSE OF LATERALLY RELOCATING SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED.

THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE A COVENANT RUNNING WITH THE LAND FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT SHE IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS, EXCEPT THE FOLLOWING:

THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF THE TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF, THE SAID GRANTOR HAS EXECUTED THIS INSTRUMENT THE DAY OF December 20 14.

(GRANTOR'S SIGNATURE)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED William A. Schwarz KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 22nd DAY OF December 20 14

NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:

GENERAL PLAT NOTES & RESTRICTIONS:
HIDALGO COUNTY GENERAL SUBDIVISION PLAT NOTES

1. FLOOD ZONE STATEMENT: FLOOD ZONE DESIGNATION: ZONE "X" SHADED AND AH.
ZONE "X" SHADED AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD AND "AH" IS DEFINED AS "FLOOD DEPTHS OF 1 TO 3 FEET (USUALLY AREA OF PONDING); BASE FLOOD ELEVATION DETERMINED. BF ELEV. 73.00. PLAIN COMMUNITY-PANEL NO. 480334 0325 D EFFECTIVE DATE: JUNE 6, 2000, REVISED TO REFLECT LOMR DATED MAY 17, 2001. FLOOD ZONE "AH" HAS BEEN REMOVED AS A SPECIAL FLOOD HAZARD AREA DETERMINED BY LETTER OF MAP REVISION BASED ON FILL CASE NUMBER 15-06-0005A NOVEMBER 18, 2014.

THE AREAS WITHIN THE STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN. COMMUNITY-PANEL NO. 480334 0325 D EFFECTIVE DATE: JUNE 6, 2000, REVISED TO REFLECT LOMR DATE MAY 17, 2001 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR HAVE IDENTIFIED NO OTHER AREAS AS SHOWN ON THIS PLAT ARE WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2. SETBACKS:
FRONT: 25.00 FEET
REAR: 15.00 FEET OR EASEMENT WHICHEVER IS GREATER
SIDE 6.00 FEET OR EASEMENT WHICHEVER IS GREATER

3. NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS.

4. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 24" ABOVE THE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND OR ELEV. 73.00 WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISHED FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
----NO. 1--ELEV. 68.44 N.A.V.D. 88 (GEOID 2003) DESCRIPTIONS: SQUARE CUT ON AN EXISTING TYPE "A" INLET LOCATED AT THE NORTH INTERSECTION OF ZEKE AVENUE AND ALIYAH STREET. N: 16638313.4450 E: 1125751.1510
----NO. 2--ELEV. 70.30 N.A.V.D. 88 (GEOID 2003) DESCRIPTIONS: ALUMINUM DISK SET IN CONCRETE AT THE SOUTHEAST CORNER OF LOT 7 OF RG ESTATES PHASE 1. N: 16638274.90, E: 1125357.80.

6. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO RETAIN A TOTAL OF 2.128 CUBIC-FEET 0.022 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No. 3 FOR STORM SEWER IMPROVEMENTS.) THE DEVELOPER SHALL BE RESPONSIBLE TO OBTAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE IF IT'S DETERMINES AT THE DEVELOPMENT PERMIT STATE ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAT PLAT ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THIS SUBDIVISION.

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

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

9. 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. CLEARANCES FOR WATER METERS: (ONLY FOR LOTS BEING AS PER LOCAL-GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO A RESIDENCE PRIOR TO THE COUNTY PROCESSING A FINAL CLEARANCE FOR A WATER METER. A SEWER TAP INSPECTION SHALL BE PROVIDED FROM THE ENTITY SERVICE PROVIDER PRIOR TO RECEIVING A CLEARANCE FOR WATER METER(S).

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

WE, RG ESTATES, LLC
AS OWNER OF THE 2.282 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED RG ESTATES PHASE 2, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET(S), PARK, AND EASEMENTS SHOWN HEREIN.
I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

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

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

RG ESTATES, LLC
WILLIAM A. SCHWARZ, MANAGER
5711 N. 10 ST.
McAllen, TEXAS 78504

DATE: 11/23/14

STATE OF TEXAS
COUNTY OF HIDALGO

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 23rd DAY OF December, 2014

NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:

STATE OF TEXAS
COUNTY OF HIDALGO

I, FRED L. KURTH A REGISTERED PROFESSIONAL LAND SURVEYOR AND LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF RG ESTATES PHASE 2 WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON 08-02-2013 AND THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION.

1-5-15

FRED L. KURTH, PE # 54151 — RPLS # 4750
DATE SURVEYED: 08/02/13 — JOB No. 14099.00
DATE PREPARED: 6-4-12 — SURVEY JOB No. 813090.08
T- 953 PG. 31-32

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS — REGISTERED — FRED L. KURTH — 4750 — PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS — FRED L. KURTH — 54151 — LICENSED — PROFESSIONAL ENGINEER

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

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF RG ESTATES PHASE 2 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____ DAY OF _____ 20___.

HIDALGO COUNTY JUDGE

ATTEST: _____
HIDALGO COUNTY CLERK

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
IRRIGATION DISTRICT NO. 1

THIS PLAT IS HERE BY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 1, DATED THIS THE 11th DAY OF November 20 14

PRESIDENT

ATTEST: _____
SECRETARY

NOTE: HIDALGO COUNTY IRRIGATION DISTRICT No. 1 WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION. IF DESIRED, THIS WILL NOT BE AT THE DISTRICTS EXPENSE. ALSO, THERE WILL NOT BE ANY PERMANENT STRUCTURES ON DISTRICT RIGHT-OF-WAYS AND/OR EASEMENT.

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY HEALTH DEPARTMENT

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF RG ESTATES PHASE 2 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT

ON THIS THE _____ DAY OF _____ 20 ____.

ENVIRONMENTAL HEALTH DIVISION MANAGER — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

THE COUNTY OF HIDALGO TEXAS

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

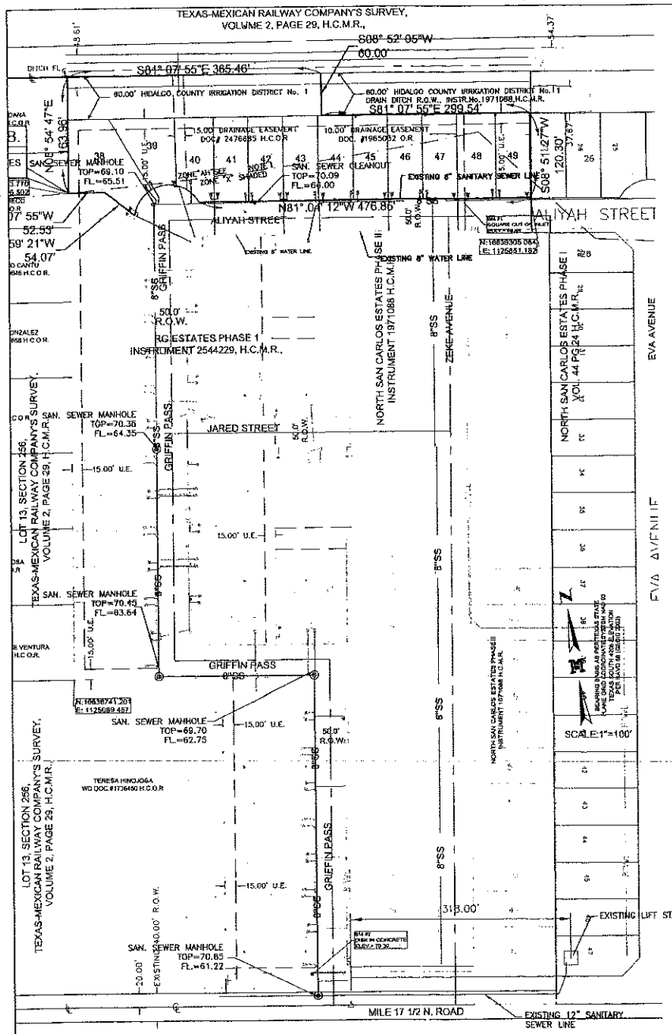
ON: _____ AT _____ AM/PM
DOCUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

MAP OF WATER DISTRIBUTION SYSTEM
MAPA DE SISTEMA DE DISTRIBUCION DE AGUA

SUBDIVISION MAP OF

RG ESTATES PHASE 2

BEING A RESUBDIVISION OF 2.282 ACRES
OUT OF LOT 13, SECTION 256,
TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY,
VOLUME 2, PAGE 29, H.C.M.R.,
HIDALGO COUNTY, TEXAS.



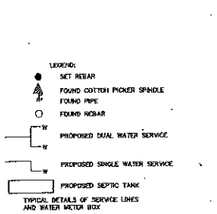
LOT 4, SECTION 253,
TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY,
VOLUME 2, PAGE 29, H.C.M.R.,

COST ESTIMATE:

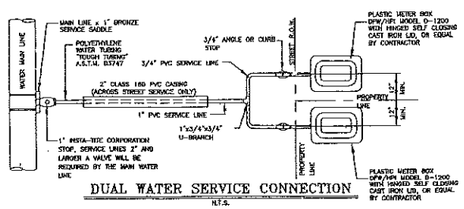
PAVING IMPROVEMENTS:	$21,972.25
DRAINAGE IMPROVEMENTS:	$12,570.00
WATER DISTRIBUTION	$ 2,600.00
SANITARY SEWER IMPROVEMETNS / OSSF:	$ 5,000.00

ESTIMACION DE COSTOS:

PAVIMENTACION DE CALLES:	$ 21,972.25
DREAJE PLUVIAL:	$ 12,570.00
SERVICIO DE AGUA POTABLE:	$ 2,600.00
SERVICIO DE DRENAJE SANITARIO	$ 5,000.00



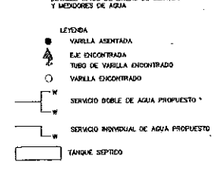
TYPICAL DETAILS OF SERVICE LINES AND WATER METER BOX

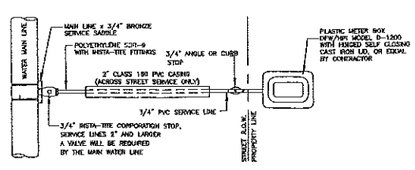


DUAL WATER SERVICE CONNECTION
N.T.S.

NOTE: IF UTILITY EASEMENT IS DESIGNATED AT THE FRONT OF THE LOT, THE LOCATION OF THE ANGLE STOP IS TO BE DETERMINED BY M.A.W.S.C. AND THE ENGINEER.

DETALLE TIPICO DE LINEAS DE SERVICIO Y MEDIDORES DE AGUA





SINGLE WATER SERVICE CONNECTION

ENGINEERING REPORT FOR RG ESTATES PHASE 2
BY: FRED L. KURTH
WATER SUPPLY: DESCRIPTION, COSTS, AND OPERABILITY DATE

RG ESTATES PHASE 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. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

N.A.W.S.C. HAS AN EXISTING 8" DIAMETER WATER LINE RUNNING ALONG THE SOUTH SIDE OF ALIYAH STREET FOR RG ESTATES PHASE 2.

WATER DISTRIBUTION FOR THE RG ESTATES PHASE 2 CONSISTS OF (5) Five –1" DIAMETER DUAL SERVICE LINES RUN TO PAIRS OF LOTS BEFORE SPLITTING INTO ¾" DIAMETER SERVICE LINES AND (2) TWO –¾" DIAMETER SINGLE SERVICE LINES. SAID SERVICES TERMINATE AT THE WATER METER BOXES FOR EACH LOT. THE 8" LINE, THE DUAL SERVICES AND ¾" SINGLE SERVICES, AND THE METER BOXES HAVE ALREADY BEEN INSTALLED, AT A TOTAL COST OF $2,600.00, OR $216.66 PER LOT, IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $15,750.00, WHICH COVERS THE $1312.50 COST PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C. UPON REQUEST BY THE LOT OWNER, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE 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.

WASTEWATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:
RG ESTATES PHASE 2 WILL BE TREATED BY WASTEWATER SERVICE FROM 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 TREAT THE SUFFICIENT WASTEWATER 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 WASTEWATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

N.A.W.S.C. HAS AN EXISTING 8" AND 12" DIAMETER SEWER LINE RUNNING ALONG THE NORTH SIDE OF ALIYAH STREET. THE EXISTING WASTEWATER SYSTEM FOR RG ESTATES PHASE 2 CONSISTS OF THE 8" DIAMETER SEWER LINE FLOWING EAST FROM THE SOUTHEAST CORNER OF LOT 43 THEN FLOWING SOUTH ON ZEKE AVENUE. THE EXISTING 12" LINE FLOWS WEST FROM THE SOUTHWEST CORNER OF LOT 42 THEN SOUTH ON GRIFFIN PASS. FROM THE 8" AND 12" LINES, TWELVE (12) 4" DIAMETER SEWER SERVICE LINES RUN FOR EACH LOT.

THE 4–4" DUAL SERVICES AND 4–4" SERVICE LINE HAVE BEEN INSTALLED, AT A TOTAL COST OF $5,000.00 OR $416.66 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $6,725.00 WHICH COVERS THE $560.42 PER LOT AS STATED IN THE 30 YEAR WASTE WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF THE SERVICES AND ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C. THE ENTIRE WASTE 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.

ENGINEER CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL WATER AND SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES – THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $16,250.00 WHICH EQUALS TO $1,529.17 PER LOT.

SEWAGE FACILITIES – THESE FACILITIES FULLY CONSTRUCTED WILL COST A GRAND TOTAL OF $11,725.00 WHICH EQUALS TO $977.08 PER LOT.

ENGINEER'S SIGNATURE — DATE: 1-5-15

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS
FRED L KURTH
54151
LICENSED
PROFESSIONAL ENGINEER

REPORTE DE INGENIERIA DE RG ESTATES PHASE 2
POR: FRED L. KURTH
ABASTECIMIENTO DE AGUA: DESCRIPCION, COSTOS Y FECHA DE OPERABILIDAD

LA SUBDIVISIÓN RG ESTATES PHASE 2 RECIBIRÁ SU PROVISIÓN DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (LA COMPAÑÍA DE AGUA N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISIÓN Y N.A.W.S.C. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ SU PROVISIÓN DE AGUA POR LOS PRÓXIMOS 30 AÑOS. N.A.W.S.C. HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.

EL SISTEMA DE PROVISIÓN DE AGUA PARA LA SUBDIVISIÓN RG ESTATES PHASE 2 CONSISTE DE UN CONDUCTO DE AGUA DE 8 PULGADAS DE DIÁMETRO QUE PASA POR EL LADO SUR DEL DERECHO DE VÍA DE LA CARRETERA ALIYAH STREET.

DEL CONDUCTO DE AGUA DE 8 PULGADAS SE PRODUCEN (5) CINCO DOBLE–CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO PARA CADA DOS LOTES. ESTOS CONDUCTOS SE SEPARAN PARA PRODUCIR DOS CONDUCTOS DE AGUA DE ¾ DE PULGADA DE DIÁMETRO PARA CADA LOTE. Y (2) DOS CONDUCTOS INDIVIDUALES DE AGUA DE ¾ DE PULGADA DE DIÁMETRO PARA CADA LOTE YA SE HAN INSTALADO LOS CONDUCTOS DE AGUA DE 8 PULGADAS DE DIÁMETRO. LOS DOBLE–CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO, EL CONDUCTO DE ¾ DE PULGADA DE DIÁMETRO, Y LOS MEDIDORES MECÁNICOS DE AGUA A UN COSTO TOTAL DE $ 2,600.00 O $ 216.66 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA COMPAÑÍA N.A.W.S.C., $ 15,750.00, QUE CUBRE EL COSTO DEL MEDIDOR MECÁNICO DE AGUA PARA CADA LOTE, $ 1,312.50. 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 ALGÓN GASTO AL DUEÑO.

DRENAJE: DESCRIPCIÓN, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISIÓN

LA SUBDIVISIÓN RG ESTATES PHASE 2 RECIBIRÁ SU PROVISIÓN DE DRENAJE SANITARIO DE NORTH ALAMO WATER SUPPLY CORPORATION (LA COMPAÑÍA DE DRENAJE SANITARIO N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISIÓN Y N.A.W.S.C. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ SU PROVISIÓN DE DRENAJE SANITARIO POR LOS PRÓXIMOS 30 AÑOS. N.A.W.S.C. HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE DRENAJE SANITARIO ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.

EL SISTEMA DE PROVISIÓN DE DRENAJE SANITARIO PARA LA SUBDIVISIÓN RG ESTATES PHASE 2 CONSISTE DE UN CONDUCTO DE DRENAJE DE 8 PULGADAS DE DIÁMETRO QUE SE CONECTA CON EL CONDUCTO DE DRENAJE SANITARIO EXISTENTE DE 12 PULGADAS. ESTA LÍNEA DE 8 PULGADAS EN LA ESQUINA SURESTE DE LOTE 43 SIGUE AL ESTE Y SIGUE A SUR EN LA CALLE ZEKE AVENUE. LA LÍNEA DE 12 PULGADAS DE LA ESQUINA SUROESTE DE LOTE 42 SIGUE AL OESTE LUEGO SIGUE AL SUR EN GRIFFEN PASS. DOCE (12) SERVICIOS DE 4 PULGADAS SE CONNECTAN A LAS LINEAS DE CONDUCTOS DE 8 Y 12 PULGADAS A LOS LOTES.

LOS CUATRO (4) CONDUCTOS DOUBLES DE 4 PULGADAS, CUATRO (4) CONDUCTOS DE 4 PULGADAS HAN SIDO INSTALADAS, HA UN COSTO TOTAL DE $ 5,000.00 O $ 416.66 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA COMPAÑÍA N.A.W.S.C. UN COSTO TOTAL DE $ 6,725.00 O $ 560.42 POR LOTE. EL SISTEMA DE DRENAJE SANITARIO ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO

CERTIFICACIÓN:

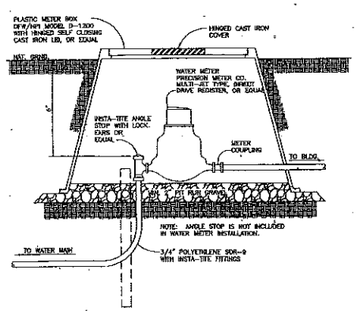
CON MI FIRMA, CERTIFICÓ QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISIÓN RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCIÓN 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR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

AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECÁNICO DE AGUA QUE COSTARA UN TOTAL DE $ 16,250.00 O $ 1,529.17 POR LOTE.

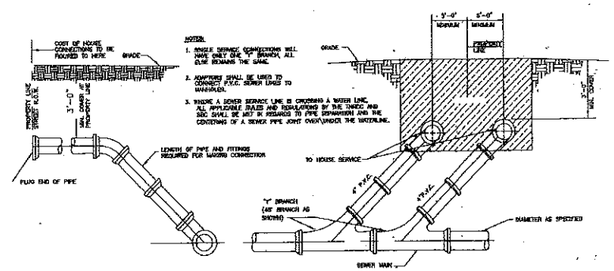
DRENAJE: SE ESTIMA QUE EL DRENAJE COSTARA UN COSTO TOTAL DE $ 11,725.00 O $ 977.08 POR LOTE.

ENGINEER'S SIGNATURE — DATE: 1-5-15

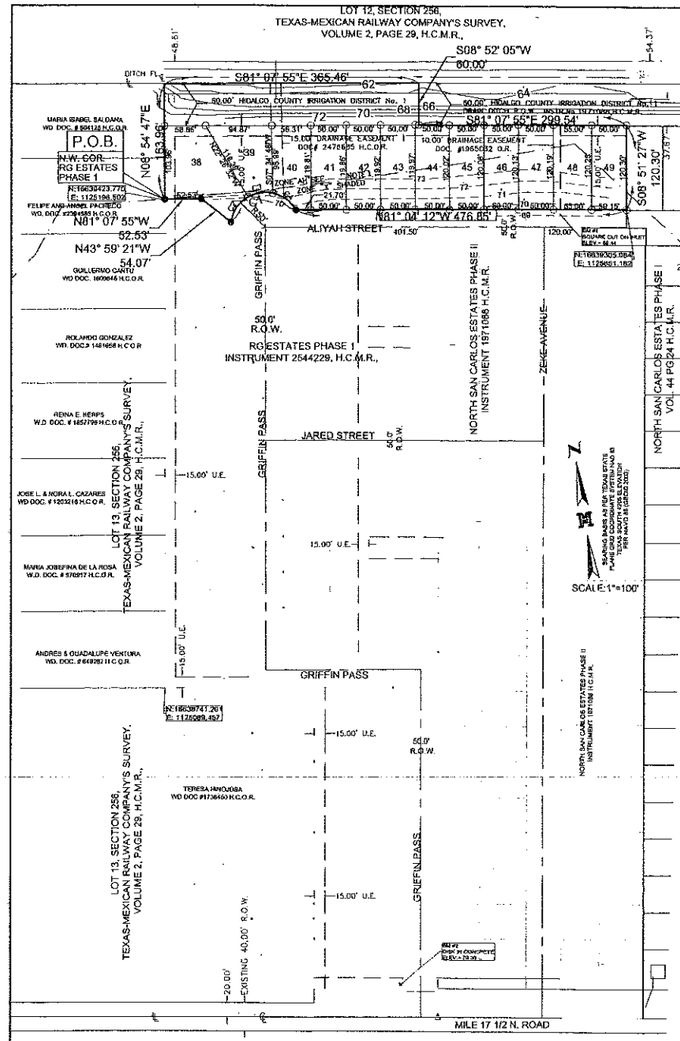
STATE OF TEXAS
FRED L. KURTH
54151
LICENSED
PROFESSIONAL ENGINEER



TYPICAL WATER METER INSTALLATION



SANITARY SEWER SERVICE CONNECTION



SUBDIVISION MAP OF

RG ESTATES PHASE 2

BEING A RESUBDIVISION OF 2.282 ACRES
OUT OF LOT 13, SECTION 256,
TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY,
VOLUME 2, PAGE 29, H.C.M.R.,
HIDALGO COUNTY, TEXAS.

PROJECT LEGEND

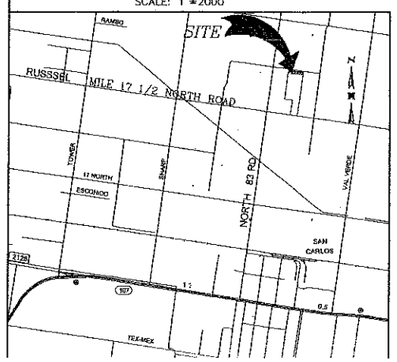
- ● FOUND No.4 REBAR
- ○ SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT

R.O.W. - RIGHT OF WAY
H.C.M.R. - HIDALGO COUNTY MAP RECORDS
H.C.A.D.R. - HIDALGO COUNTY APPRAISAL DISTRICT RECORDS
H.C.D.R. - HIDALGO COUNTY DEED RECORDS
H.C.D.D. - HIDALGO COUNTY DRAINAGE DISTRICT
S.W. COR. - SOUTHWEST CORNER
P.O.B. - POINT OF BEGINNING
N.A.W.S. - NORTH ALAMO WATER SUPPLY CORPORATION
H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS

Lot Area Table		
Lot #	SQ. FT.	Area
38	10,338.37	0.237
39	6,427.10	0.148
40	6,084.34	0.140
41	5,991.78	0.138
42	5,964.48	0.138
43	5,967.18	0.138
44	5,989.88	0.139
45	6,002.58	0.138
46	5,905.29	0.136
47	8,007.68	0.135
48	6,612.16	0.152
49	6,022.79	0.138

Curve Table						
Curve #	Delta	Radius	Length	Tangent	Chord Direction	Chord Length
C1	140° 42' 00"	50.00'	122.78'	140.03'	S88° 34' 48"W	94.17'
C2	51° 18' 02"	50.00'	44.77'	24.01'	S43° 52' 49"W	43.29'
C3	42° 03' 12"	50.00'	36.70'	19.22'	N89° 26' 34"W	35.88'
C4	47° 29' 48"	50.00'	41.32'	21.92'	N44° 44' 35"W	40.15'

LOCATION MAP
SCALE: 1"=2000'



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

RG ESTATES PHASE 2 IS LOCATED IN THE SOUTH CENTRAL PART OF HIDALGO COUNTY ON THE APPROXIMATELY 1140 FEET NORTH OF RUSSELL ROAD (MILE 17 1/2 NORTH), APPROXIMATELY 469 FEET EAST OF ITS INTERSECTION WITH NORTH 83rd ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG. RG ESTATES PHASE 2, FALLS IN THE RURAL AREA OF THE COUNTY. THIS SUBDIVISION FALLS WITHIN PRECINCT No 4.

INDEX TO SHEET OF RG ESTATES PHASE 2

SHEET 1: HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP: LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; REVISION NOTES, IRRIGATION DISTRICT, H.C.D.D. No. 1, HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE; NORTH ALAMO WATER SUPPLY CORPORATION DISTRICT CERTIFICATION.

SHEET 2: ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER / SANITARY SEWER AND ENGINEERS CERTIFICATION (ENGLISH AND SPANISH VERSION); CONSTRUCTION DETAILS.

SHEET 3: MAP OF TOPOGRAPHY AND DRAINAGE; REVISION NOTES, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND ENGINEERING CERTIFICATION.

MELDEN & HUNT, INC.
TEXAS REGISTERED. F-1435

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE — OFF: (956) 381-0981
EDINBURG, TX. 78541 — FAX: (956) 381-1839
227 N. F.M. 3167 — OFF: (956) 487-8256
RIO GRANDE CITY, TX. 78582 — FAX: (956) 488-8591
E-MAIL: www.meldenandhunt.com — ESTABLISHED 1947

PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	WILLIAM A. SCHWARZ, MANAGER RG ESTATES, LLC.	5711 N. 10TH ST.	McALLEN, TX 78504	(956) 682-4128	(956) 682-4129
ENGINEER:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839
SURVEYOR:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839

DRAWN BY: CIRO	DATE:	11-25-14
IRRIGATION, CHECKED	DATE:	
SURVEYED, CHECKED	DATE:	12-15-14
FINAL CHECK	DATE:	1-5-15

METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 2.282 ACRES SITUATED IN THE COUNTY OF HIDALGO, TEXAS, BEING A PART OR PORTION OF LOT 13, SECTION 256, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2, PAGE 29, HIDALGO COUNTY MAP RECORDS, SAID 2.282 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A No. 4 REBAR FOUND (NORTHING: 16638221.273, EASTING: 1125404.696) AT THE NORTHWEST CORNER OF LOT 21, RG ESTATES PHASE 1, ACCORDING TO THE PLAT THEREOF RECORDED UNDER INSTRUMENT NUMBER 2544229, HIDALGO COUNTY MAP RECORDS, FOR THE SOUTHWEST CORNER OF THIS TRACT;

1. THENCE, N 08° 54' 47 E AT A DISTANCE OF 103.96 FEET PASS THE SOUTH LINE OF A 50.00 FOOT HIDALGO COUNTY IRRIGATION DISTRICT No. 1 DITCH, AND CONTINUING A TOTAL DISTANCE OF 163.96 FEET TO THE NORTHWEST CORNER OF THIS TRACT;
2. THENCE, S 81° 07' 55" E ALONG THE NORTH LOT LINE OF SAID LOT 13 AND THE NORTH RIGHT-OF-WAY OF SAID 60.00 FOOT HIDALGO COUNTY IRRIGATION DISTRICT No. 1 DITCH AND WITHIN AN EXISTING DRAINAGE DITCH, A DISTANCE OF 365.46 FEET TO THE NORTHERNMOST NORTHEAST CORNER OF THIS TRACT;
3. THENCE, S 08° 52' 05" W A DISTANCE OF 60.00 FEET TO A No. 4 REBAR SET FOR AN INSIDE CORNER OF THIS TRACT;
4. THENCE, S 81° 07' 55" E ALONG THE SOUTH 60.00 FOOT HIDALGO COUNTY IRRIGATION DISTRICT No. 1 DRAIN DITCH R.O.W. LINE OF SAID (INSTR. No. 1971088 H.C.M.R.), A DISTANCE OF 299.54 FEET TO A No. 4 REBAR SET FOR THE SOUTHERNMOST NORTHEAST CORNER OF THIS TRACT;
5. THENCE, S 08° 51' 27" W ALONG THE WEST LINE OF LOT 27, NORTH SAN CARLOS ESTATES PHASE 1, (VOLUME 44, PHAGE 24 H.C.M.R.), A DISTANCE OF 120.30 FEET TO A No. 4 REBAR SET FOR THE SOUTHEAST CORNER OF THIS TRACT;
6. THENCE, N 81° 04' 12" W ALONG THE NORTH RIGTH-OF-WAY LINE OF ALIYAH STREET AS PER RG ESTATES PHASE 1, A DISTANCE OF 476.85 FEET TO A No. 4 REBAR FOUND FOR AN INSIDE AN OUTSIDE CORNER OF THIS TRACT;
7. THENCE, ALONG THE NORTH BOUNDARY LINE OF SAID RG ESTATES PHASE 1, IN AN WESTERLY DIRECTION ALONG A CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 140°42'00" A RADIUS OF 50 FEET, AN ARC LENGTH OF 122.78 FEET, A TANGENT OF 140.03 FEET AND A CHORD THAT BEARS S 88°34'48" W A DISTANCE OF 94.18 TO A No. 4 REBAR FOUND FOR AN OUTSIDE CORNER OF THIS TRACT;
8. THENCE, N 43° 59' 21" W ALONG THE NORTH BOUNDARY LINE OF SAID LOT 21 RG ESTATES PHASE 1, A DISTANCE OF 54.07 FEET TO A No. 4 REBAR FOUND FOR AN INSIDE CORNER OF THIS TRACT;
9. THENCE, N 81° 07' 55" W ALONG A NORTH BOUNDARY LINE OF SAID LOT 21, RG ESTATES PHASE 1, A DISTANCE OF 52.53 FEET TO THE POINT OF BEGINNING, AND CONTAINING 2.282 ACRES OF LAND, MORE OR LESS.

RIGHT OF WAY EASEMENT

KNOWN ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND LAY AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE FOR WHICH THE ABOVE-MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED.

IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND DESCRIBED ABOVE FOR THE PURPOSE OF LATERALLY RELOCATING SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED.

THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE A COVENANT RUNNING WITH THE LAND FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT SHE IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS, EXCEPT THE FOLLOWING:

THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF THE TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF, THE SAID GRANTOR HAS EXECUTED THIS INSTRUMENT THE DAY OF December 20 14

(GRANTOR'S SIGNATURE)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED William A. Schwarz KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 23rd DAY OF December 20 14

NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:

GENERAL PLAT NOTES & RESTRICTIONS:
HIDALGO COUNTY GENERAL SUBDIVISION PLAT NOTES

1. FLOOD ZONE STATEMENT: FLOOD ZONE DESIGNATION: ZONE "X" SHADED AND AH. ZONE "X" SHADED AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD AND "AH" IS DEFINED AS "FLOOD DEPTHS OF 1 TO 3 FEET (USUALLY AREA OF PONDING); BASE FLOOD ELEVATION DETERMINED. BF ELEV. 73.00. PLAN COMMUNITY-PANEL NO. 480334 0325 D EFFECTIVE DATE: JUNE 6, 2000, REVISED TO REFLECT LOMR DATED MAY 17, 2001. FLOOD ZONE "AH" HAS BEEN REMOVED AS A SPECIAL FLOOD HAZARD AREA DETERMINED BY LETTER OF MAP REVISION BASED ON FILL CASE NUMBER 15-06-0005A NOVEMBER 18, 2014.

   THE AREAS WITHIN THE STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN. COMMUNITY-PANEL NO. 480334 0325 D EFFECTIVE DATE: JUNE 6, 2000, REVISED TO REFLECT LOMR DATE MAY 17, 2001 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR HAVE IDENTIFIED NO OTHER AREAS AS SHOWN ON THIS PLAT ARE WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.
   CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).
2. SETBACKS:
   FRONT: 25.00 FEET
   REAR: 15.00 FEET OR EASEMENT WHICHEVER IS GREATER
   SIDE 6.00 FEET OR EASEMENT WHICHEVER IS GREATER
3. NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS.
4. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 24" ABOVE THE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND OR ELEV. 73.00 WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISHED FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
5. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
   ---SBM. NO. 1-ELEV. 69.44 N.A.V.D. 88 (GEOID 2003) DESCRIPTIONS: SQUARE CUT ON AN EXISTING TYPE "A" INLET LOCATED AT THE NORTH INTERSECTION OF ZEKE AVENUE AND ALIYAH STREET. N: 16638313.4450 E:1125751.1510
   ---SBM. NO. 2-ELEV. 70.30 N.A.V.D. 88 (GEOID 2003) DESCRIPTIONS: ALUMINUM DISK SET IN CONCRETE AT THE SOUTHEAST CORNER OF LOT 7 OF RG ESTATES PHASE 1. N:16638274.90, E:1125357.50.
6. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 2.128 CUBIC-FEET 0.022 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No. 3 FOR STORM SEWER IMPROVEMENTS.) THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE IF IT'S DETERMINES AT THE DEVELOPMENT PERMIT STATE ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAT PLAT ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THIS SUBDIVISION.
7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
8. EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
9. 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. CLEARANCES FOR WATER METERS: (ONLY FOR LOTS BEING AS PER LOCAL-GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO A RESIDENCE PRIOR TO THE COUNTY PROCESSING A FINAL CLEARANCE FOR A WATER METER. A SEWER TAP INSPECTION SHALL BE PROVIDED FROM THE ENTITY SERVICE PROVIDER PRIOR TO RECEIVING A CLEARANCE FOR WATER METER(S).

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

WE, RG ESTATES, LLC
AS OWNER OF THE 2.282 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED RG ESTATES PHASE 2, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET(S), PARK, AND EASEMENTS SHOWN HEREIN.
I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

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

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

RG ESTATES, LLC
WILLIAM A. SCHWARZ, MANAGER
5711 N. 10 ST.
McAllen, TEXAS 78504

DATE: 12/23/14

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED WILLIAM A. SCHWARZ PROVED TO ME THROUGH HIS TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVERS LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 23rd DAY OF December 2014

NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES

STATE OF TEXAS
COUNTY OF HIDALGO

I, FRED L. KURTH A REGISTERED PROFESSIONAL LAND SURVEYOR AND LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF RG ESTATES PHASE 2 WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON 08-02-2013 AND THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION.

1-5-15

FRED L. KURTH, PE # 54151 — RPLS # 4750
DATE SURVEYED: 08/02/13 — JUB No. 14099.00
DATE PREPARED: 6-4-12 — SURVEY JUB No. 813090.00
T- 953 PG.31-32

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS — REGISTERED — FRED L. KURTH — 4750 — PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS — FRED L. KURTH — 54151 — LICENSED — PROFESSIONAL ENGINEER

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
BY: _____

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

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF RG ESTATES PHASE 2 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____ DAY OF _____ 20___.

HIDALGO COUNTY JUDGE

ATTEST: _____
HIDALGO COUNTY CLERK

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
IRRIGATION DISTRICT NO. 1

THIS PLAT IS HERE BY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 1, DATED THIS THE 11th DAY OF November 20 14

PRESIDENT

ATTEST: _____
SECRETARY

NOTE: HIDALGO COUNTY IRRIGATION DISTRICT No. 1 WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION. IF DESIRED, THIS WILL NOT BE AT THE DISTRICTS EXPENSE. ALSO, THERE WILL NOT BE ANY PERMANENT STRUCTURES ON DISTRICT RIGHT-OF-WAYS AND/OR EASEMENT.

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY HEALTH DEPARTMENT

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF RG ESTATES PHASE 2 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT

ON THIS THE _____ DAY OF _____ 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
DOCUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

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: 02-03-2015

PROPOSED **ACRES OF SANTA CRUZ PHASE II-A** SUBDIVISION, PRECINCT No. **3 .**

ENGINEER FIRM: **QUINTANILLA, HEADLEY & ASSOCIATES** DEVELOPER: **RICHARD RUPPERT**

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

NUMBER OF LOTS: **110** ☒ *SINGLE FAMILY ___ ☐ *MULTI-FAMILY **2** ☒ COMMERCIAL ___ ☐ INSTITUTIONAL

LOCATION DESCRIPTION: **North of FM 1925 (Monte Cristo Rd) approximately ¼ mile East of FM 681.**

SUBDIVISION LIES WITHIN THE: ☒ *The rural area of the County.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **12-03-13** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **Drainage will be provided by Storm Drainage Pipe System discharging to a proposed regional detention pond dedicated to the HCDD No. 1**

ROAD R.O.W. DEDICATION: **35 feet on Monte Cristo Rd (FM 1925) and 25 feet on Mile 10 ½ North Rd**

H.C.R.O.W. FINAL APPROVAL DATE: **01-08-15** By, **Victor Gallardo** Pct 3 R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: **12-04-14** By, **Elizardo Ramos, Environmental Health Division Manager**

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

SEWER SYSTEM: ☒ OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: **01-16-15**

WATER SERVICE PROVIDER: **S.W.S.C.** LINE SIZE: **8"** LOCATION: **Monte Cristo Rd & Mile 10 ½ North Rd**

H.C.O.E.C. FINAL APPROVAL DATE: **12-03-14** : By **Martin Ramirez, Environmental Compliance Coordinator**

☒ **LARGE CONSTRUCTION**

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

REQUEST FOR FINAL APPROVAL WITH:
☒ **Cash Deposit:** *Amount: $**6,665.00** For:* ☒ **CHAIN LINK FENCE**
☒ **Cash Deposit:** *Amount: $**24,750.00** For:* ☒ **10 FIRE HYDRANTS**

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY ADVISORY BOARD ON: **February 11, 2014**

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.*

SUBDIVISION PLAT OF:

ACRES OF SANTA CRUZ SUBDIVISION PHASE II-A

A 75.842 ACRE TRACT OF LAND BEING ALL OF LOTS 3 AND 10, AND PART OR PORTION OF LOTS 11 AND 12 BLOCK 1, AND PART OR PORTION OF LOT 1, ALL OF LOTS 2, 3, AND 10, AND PART OR PORTION OF LOTS 11 AND 12 BLOCK 20, JACKSON SUBDIVISION OF THE MELADO TRACT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 4, PAGES 579 AND 580, DEED RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1557921, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS

METES AND BOUNDS

A 75.842 ACRE TRACT OF LAND BEING ALL OF LOTS 3 AND 10, AND PART OR PORTION OF LOTS 11 AND 12 BLOCK 1, AND PART OR PORTION OF LOT 1, ALL OF LOTS 2, 3, AND 10, AND PART OR PORTION OF LOTS 11 AND 12 BLOCK 20, JACKSON SUBDIVISION OF THE MELADO TRACT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 4, PAGES 579 AND 580, DEED RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1557921, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A COTTON PICKER SPINDLE SET ON THE CENTERLINE OF MILE 10 1/2 NORTH ROAD FOR THE NORTHEAST CORNER OF LOT 10, BLOCK 20 AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; SOUTH, ALONG THE EAST LINE OF LOTS 3 AND 10, BLOCK 1, AND THE EAST LINE OF LOTS 3 AND 10, BLOCK 20, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 15.00 FEET FOR THE EXISTING SOUTH RIGHT OF WAY OF MILE 10 1/2 NORTH, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 3,002.94 FEET FOR THE NORTH EXISTING NORTH RIGHT OF WAY LINE OF MONTE CRISTO ROAD (F.M. 1925), A TOTAL DISTANCE OF 3,075.11 FEET TO A COTTON PICKER SPINDLE SET FOR THE SOUTH LINE OF LOT 3, BLOCK 1 AND WITHIN THE RIGHT OF WAY OF MONTE CRISTO ROAD (F.M. 1925) FOR THE SOUTHEAST CORNER OF LOT 3, BLOCK 1 AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 89°51'00" W, ALONG THE SOUTH LINE OF LOT 3, BLOCK 1 AND WITHIN THE RIGHT OF WAY OF MONTE CRISTO ROAD (F.M. 1925), A DISTANCE OF 562.00 FEET TO A COTTON PICKER SPINDLE SET FOR THE SOUTHWEST CORNER OF LOT 3, BLOCK 1 AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; NORTH, ALONG THE WEST LINE OF LOT 3, BLOCK 1, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 64.45 FEET FOR THE NORTH RIGHT OF WAY LINE OF MONTE CRISTO ROAD (F.M. 1925), A TOTAL DISTANCE OF 748.51 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE NORTHWEST CORNER OF LOT 3, BLOCK 1, THE SOUTHWEST CORNER OF LOT 10, BLOCK 1, THE SOUTHEAST CORNER OF LOT 11, BLOCK 1 AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; WEST, ALONG THE SOUTH LINE OF LOTS 11 AND 12, A DISTANCE OF 926.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; NORTH, A DISTANCE OF 200.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; EAST, A DISTANCE OF 926.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE EAST LINE OF LOT 11, BLOCK 1 FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; NORTH, ALONG THE EAST LINE OF LOT 11, BLOCK 1, A DISTANCE OF 275.35 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; WEST, A DISTANCE OF 243.50 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; SOUTH, A DISTANCE OF 182.05 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; ALONG THE ARC OF A CURVE TO THE RIGHT (CURVE DATA; DELTA = 113°07'48", RADIUS = 50.00 FEET), A DISTANCE OF 98.72 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; SOUTH, A DISTANCE OF 10.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; WEST, A DISTANCE OF 30.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; ALONG THE ARC OF A CURVE TO THE RIGHT (CURVE DATA; DELTA = 150°00'00", RADIUS = 50.00 FEET), A DISTANCE OF 130.90 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; NORTH, A DISTANCE OF 426.70 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 45°00' W, A DISTANCE OF 35.36 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; WEST, A DISTANCE OF 306.10 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 45°00' W, A DISTANCE OF 35.36 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; SOUTH, A DISTANCE OF 426.70 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; ALONG THE ARC OF A CURVE TO THE RIGHT (CURVE DATA; DELTA = 113°07'48", RADIUS = 50.00 FEET), A DISTANCE OF 98.72 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; SOUTH, A DISTANCE OF 10.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; WEST, A DISTANCE OF 30.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; ALONG THE ARC OF A CURVE TO THE RIGHT (CURVE DATA; DELTA = 150°00'00", RADIUS = 50.00 FEET), A DISTANCE OF 130.90 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; NORTH, A DISTANCE OF 426.70 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 45°00' W, A DISTANCE OF 35.36 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; WEST, A DISTANCE OF 201.40 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; NORTH, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 1,565.29 FEET FOR THE EXISTING SOUTH RIGHT OF WAY LINE OF MILE 10 1/2 NORTH, A TOTAL DISTANCE OF 1,580.29 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE NORTH LINE OF LOT 12, BLOCK 20 AND IN THE CENTERLINE OF MILE 10 1/2 NORTH FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 89°59'37" E, ALONG THE NORTH LINE OF LOT 12, BLOCK 20, AND THE CENTERLINE OF MILE 10 1/2 NORTH, A DISTANCE OF 276.40 FEET TO A COTTON PICKER SPINDLE SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; SOUTH, PASSING AT 15.00 FEET THE EXISTING SOUTH RIGHT OF WAY LINE OF MILE 10 1/2 NORTH ROAD, A TOTAL DISTANCE OF 286.52 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; EAST, A DISTANCE OF 356.10 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; NORTH, PASSING AT 271.48 FEET THE SOUTH RIGHT OF WAY LINE OF MILE 10 1/2 NORTH ROAD, A TOTAL DISTANCE OF 286.48 FEET TO A COTTON PICKER SPINDLE SET ON THE NORTH LINE OF LOT 11 AND IN THE CENTERLINE OF MILE 10 1/2 NORTH ROAD FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; EAST, ALONG THE NORTH LINE OF LOTS 10 AND 11, AND THE CENTERLINE OF MILE 10 1/2 NORTH ROAD, A DISTANCE OF 855.50 FEET TO THE POINT OF BEGINNING AND CONTAINING 75.842 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH LAS CAÑAS SUBDIVISION, RECORDED IN VOLUME 39, PAGE 58, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

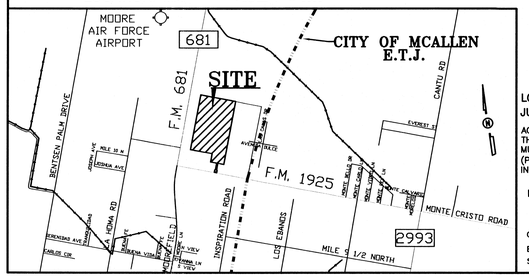
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.

STATE OF TEXAS · ALFONSO QUINTANILLA · 4856 · REGISTERED · PROFESSIONAL · LAND SURVEYOR

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

JUNE 4, 2012
DATE

LOCATION MAP SCALE 1" = 3000'



PLAT NOTES AND RESTRICTIONS:

1.- FLOOD ZONE DESIGNATION: ZONE "A"
NO BASE FLOOD ELEVATIONS DETERMINED.
BASE FLOOD ELEVATION=185.00 (USING QUAD MAP DATA)
&
FLOOD ZONE DESIGNATION: ZONE "X"
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN.
COMMUNITY-PANEL NUMBER 480334 0300 D
MAP REVISED: JUNE 6, 2000

LETTER OF MAP REVISION BASED ON FILL (CLOMR-F)
CASE No. 14-06-4826A DATE:

THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN. C.P.N. 480334 0300 D EFFECTIVE DATE: JUNE 6, 2000, OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTIFIES NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOODPLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2.- MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE 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.

3.- LEGEND • – DENOTES 1/2" IRON ROD SET UNLESS OTHERWISE NOTED.

4.- THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.

5.- SETBACKS:

FRONT	25.00 FEET
FRONT 197-212	60.00 FEET
REAR	15.00 FEET
SIDE	6.00 FEET
CORNER SIDE	10.00 FEET
CORNER SIDE WHERE R.O.W. IS GREATER THAN 50.00 FEET OR TO EASEMENT LINE WHICHEVER IS GREATER ON ALL CASES.	20.00 FEET

6.- 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.

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 437,381.00 CUBIC -FEET 10.04 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. 5 .

8.- BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No.1- ELEVATION=191.63, 1/2" IRON ROD FOUND AT THE SOUTHEAST CORNER OF LOT 159 NORTHFIELD ACRES SUBDIVISION UNIT II. N.A.V.D. 88 DATUM.
B.M. No.2- ELEVATION= 189.00 LOCATED ON 1/2" IRON ROD SET IN CONC. W/ DISK ON THE SOUTHWEST CORNER OF LOT 122
N.A.V.D. 88 DATUM.

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.- GENERAL NOTE FOR COMMERCIAL LOTS:
LOTS 145 AND 146 SHALL BE FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN COMMERCIAL. LOTS 145 AND 146 ARE FOR NONRESIDENTIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. A BUFFER FENCE IS REQUIRED TO BE INSTALLED BY DEVELOPER ALONG ALL ABUTTING RESIDENTIAL LOTS. APPLICATIONS FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

11.- GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON LOTS 117 THROUGH 144 AND LOTS 147 THROUGH 248. THIS MUST BE STIPULATED ON DEED AN CONTRACTS FOR DEEDS. NO COMMERCIAL USE SHALL BE ALLOWED ON THESE LOTS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

SANTA CRUZ PROPERTIES, LTD.
RUPPERT COMPANY, LLC,
14.- RICHARD W. RUPPERT, PRESIDENT , THE OWNER & SUBDIVIDER OF ACRES OF SANTA CRUZ SUBDIVISION PHASE II-A
RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSED OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 3 OF THIS PLAT.

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

14.- ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY A SEPARATED DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPT MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

15.- AN OFF-STREET PARKING LOT SITE PLAN AND DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL & INDUSTRIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED.

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.

CURVE DATA			
CURVE	Δ	RADIUS	LENGTH
"A"	23°52'04"	325.00'	135.38'
"B"	03°21'50"	325.00'	19.08'
"C"	16°22'28"	275.00'	78.59'
"D"	10°51'27"	275.00'	52.11'
"E"	06°35'14"	325.00'	37.36'
"F"	16°04'17"	325.00'	91.16'
"G"	4°34'24"	325.00'	26.00'
"H"	27°13'55"	275.00'	130.70'
"I"	120°00'00"	50.00'	104.72'
"J"	60°00'00"	50.00	52.36'
"K"	60°00'00"	50.00	52.36'
"L"	78°39'00"	50.00'	42.46'
"M"	30°00'00"	50.00'	62.26'
"N"	150°00'00"	50.00'	130.90'
"O"	150°54'51"	53.41'	140.68'
"P"	113°07'48"	50.00'	98.72'

LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	S 44°26'23" W	35.01'
L2	N 45°33'37" W	35.70'
L3	N 45°00' E	35.36'
L4	S 45°00' E	35.36'
L5	S 44°59'48" E	35.36'
L6	N 45°00'12" E	35.35'
L7	S 42°21'19" E	33.69'
L8	N 47°26'02" E	36.82'
L9	SOUTH	14.50'
L10	N 44°44'03" E	35.52'
L11	S 45°15'57" E	35.19'

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF **ACRES OF SANTA CRUZ SUBDIVISION PHASE II-A** WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, 20__.

_____ _____
HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR DATE

INDEX OF SHEETS

SHEET 1.- HEADING INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: MAP: DESCRIPTION (METES AND BOUNDS): ENGINEER'S & SURVEYOR'S CERTIFICATION: PLAT NOTES AND RESTRICTIONS: OWNER'S DEDICATION, CERTIFICATION, ATTESTATION: COUNTY JUDGE CERTIFICATE: COUNTY CLERK'S RECORDING CERTIFICATE: H.C.D.D. No. 1 CERTIFICATION HIDALGO COUNTY HEAITH DEPARTMENT CERTIFICATE, REVISION NOTES

SHEET 2.- MAP, HEADING INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: MAP: LOT, STREETS, AND EASEMENT LAYOUT: LINE AND CURVE DATA: ENGINEER'S & SURVEYOR'S CERTIFICATION: COUNTY CLERK RECORDING CERTIFICATE, REVISION NOTES

SHEET 3.- MAP OF WATER DISTRIBUTION SYSTEM, ENGINEER'S CERTIFICATION, COUNTY CLERK RECORDING CERTIFICATE, REVISION NOTES

SHEET 4.- MAP OF TOPOGRAPY AND DRAINAGE, AND ENGINEER'S CERTIFICATION, COUNTY CLERK RECORDING CERTIFICATE, REVISION NOTES

SHEET 5.- DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEERING CERTIFICATION: CONSTRUCTION DETAILS, SUBDIVIDER CERTIFICATE & STATEMENT, COUNTY CLERK RECORDING CERTIFICATE & REVISION NOTES.

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

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

ACRES OF SANTA CRUZ SUBDIVISION PHASE II-A, IS LOCATED IN WESTERN HIDALGO COUNTY ON THE EAST SIDE OF F.M. 681 AND ON THE NORTH SIDE OF MONTE CRISTO ROAD APPROXIMATELY 1342.35 FEET WEST FROM SAID INTERSECTION. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF ALTON ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF ALTON (POPULATION 12341). ACRES OF SANTA CRUZ SUBDIVISION PHASE II-A, LIES APPROXIMATELY 3 MILES FROM THE CITY LIMITS AND FALLS IN THE RURAL AREA OF THE COUNTY, IT LIES IN PRECINCT No. 3.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNERS:	RUPPERT COMPANY, L.L.C. BY PRESIDENT RICHARD W. RUPPERT	P.O. BOX 959	EDINBURG TX., 78540	(956)383-0868	(956)383-2301
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	(956)381-0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	(956)381-0527

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

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, SANTA CRUZ PROPERTIES, LTD.
BY: RUPPERT COMPANY, LLC, A TEXAS LIMITED LIABILITY COMPANY, GENERAL PARTNER
BY: RICHARD W. RUPPERT, PRESIDENT

AS OWNER OF OF THE 74.746 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED ACRES OF SANTA CRUZ SUBDIVISION PHASE II-A, 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.

12/30/14
DATE

SANTA CRUZ PROPERTIES, LTD.
BY: RUPPERT COMPANY, LLC, A TEXAS LIMITED LIABILITY COMPANY, GENERAL PARTNER
BY: RICHARD W. RUPPERT, PRESIDENT
P.O. BOX 959
EDINBURG, TEXAS 78540

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared
SANTA CRUZ PROPERTIES, LTD.
BY: RUPPERT COMPANY, LLC, A TEXAS LIMITED LIABILITY COMPANY, GENERAL PARTNER
BY: RICHARD W. RUPPERT, 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, 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 30th day of DECEMBER, 2014.

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

LILIA A. QUINTANILLA– NOTARY PUBLIC

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

WE THE UNDERSIGNED CERTIFY that this plat of the ACRES OF SANTA CRUZ SUBDIVISION PHASE II-A was reviewed and approved by the Hidalgo County Commissioners Court on _____ . _____.

_____ _____
Hidalgo County Judge Date

ATTEST: _____ _____
Hidalgo County Clerk Date

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 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

P.E. 12-30-14

ALFONSO QUINTANILLA
P.E. No. 95534
DATE

THE COUNTY OF HIDALGO TEXAS

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

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

BY: _____ DEPUTY

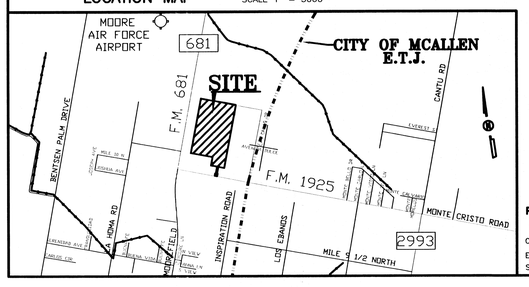
F:\DATA\SUBD.\HIDALGO CO.\ACRES OF SANTA CRUZ SUBD PHII\-PLAT			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
JUNE 4, 2012	LG		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

SHEET NO.
1 of 5

AREA DATA TABLE		
LOT	AREA (S.F.)	AC.
117	40,840.51	0.938
118	21,963.85	0.504
119	21,794.49	0.500
120–123	21,780.39	0.500
124–125	21,792.66	0.500
126–130	21,780.39	0.500
131	21,780.01	0.500
132	21,966.62	0.504
133	29,102.65	0.668
134	21,810.90	0.501
135–140	21,785.79	0.500
141	21,810.90	0.501
142	26,880.79	0.617
143–144	21,785.79	0.500
145	74,172.47	1.703
146	74,898.31	1.719
147–148	21,785.41	0.500
149	26,880.29	0.617
150	27,391.76	0.629
151–156	22,899.00	0.525
157	24,037.52	0.552
158	21,780.77	0.500
159	21,861.86	0.502
160	24,067.91	0.553
161–165	21,782.18	0.500
166	24,082.20	0.553

AREA DATA TABLE		
LOT	AREA (S.F.)	AC.
167–170	21,782.18	0.500
171	21,799.00	0.500
172	22,328.12	0.513
173	37,611.28	0.863
174–175	27,375.24	0.628
176	27,907.66	0.641
177–182	21,782.18	0.500
183	22,553.96	0.518
184–188	21,782.18	0.500
189	21,861.86	0.502
190	23,726.28	0.545
191	21,780.77	0.500
192	21,785.83	0.500
193	21,781.28	0.500
194	21,783.51	0.500
195–198	21,780.86	0.500
199	21,789.09	0.500
200–207	21,780.86	0.500
208	21,789.09	0.500
209–212	21,780.86	0.500
213	21,783.51	0.500
214	23,126.46	0.530
215–219	21,781.73	0.500
220	22,002.80	0.510
221	22,386.53	0.510
222–227	21,781.73	0.500
228	25,856.09	0.590

LOCATION MAP SCALE 1" = 3000'



CURVE DATA			
CURVE	Δ	RADIUS	LENGTH
"A"	23°52'04"	325.00'	135.38'
"B"	03°21'50"	325.00'	19.08'
"C"	16°22'28"	275.00'	78.59'
"D"	10°51'27"	275.00'	52.11'
"E"	06°35'14"	325.00'	37.36'
"F"	16°04'17"	325.00'	91.16'
"G"	4°34'24"	325.00'	26.00'
"H"	27°13'55"	275.00'	130.70'
"I"	120°00'00"	50.00'	104.72'
"J"	60°00'00"	50.00	52.36'
"K"	60°00'00"	50.00	52.36'
"L"	78°39'00"	50.00'	42.46'
"M"	30°00'00"	50.00'	62.26'
"N"	150°00'00"	50.00'	130.90'
"O"	150°54'51"	53.41'	140.68'
"P"	113°07'48"	50.00'	98.72'

LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	S 44°26'23" W	35.01'
L2	N 45°33'37" W	35.70'
L3	S 45°00' W	35.36'
L4	N 45°00' W	35.36'
L5	S 44°59'48" E	35.36'
L6	N 45°00'12" E	35.35'
L7	S 42°21'19" E	33.69'
L8	N 47°26'02" E	36.82'
L9	SOUTH	14.50'
L10	N 44°44'03" E	35.52'
L11	S 45°15'57" E	35.19'

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNERS:	RUPPERT COMPANY, L.L.C. BY PRESIDENT RICHARD W. RUPPERT	P.O. BOX 959	EDINBURG TX., 78540	(956)383-0868	(956)383-2301
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	(956)381-0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	(956)381-0527

STATE OF TEXAS
COUNTY OF HIDALGO

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

STATE OF TEXAS · ALFONSO QUINTANILLA · 95534 · LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA P.E. No. 95534 — 12-30-14 DATE

STATE OF TEXAS
COUNTY OF HIDALGO

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

STATE OF TEXAS · ALFONSO QUINTANILLA · 4856 · REGISTERED PROFESSIONAL LAND SURVEYOR

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

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST. · PHONE 956-381-6480 · FAX 956-381-0527
EDINBURG, TEXAS 78539 · OFFICE@QHAENGINEERING.COM
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00

ACRES OF SANTA CRUZ SUBDIVISION PHASE II-A

A 75.842 ACRE TRACT OF LAND BEING ALL OF LOTS 3 AND 10, AND PART OR PORTION OF LOTS 11 AND 12 BLOCK 1, AND PART OR PORTION OF LOT 1, ALL OF LOTS 2, 3, AND 10, AND PART OR PORTION OF LOTS 11 AND 12 BLOCK 20, JACKSON SUBDIVISION OF THE MELADO TRACT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 4, PAGES 579 AND 580, DEED RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1557921, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS

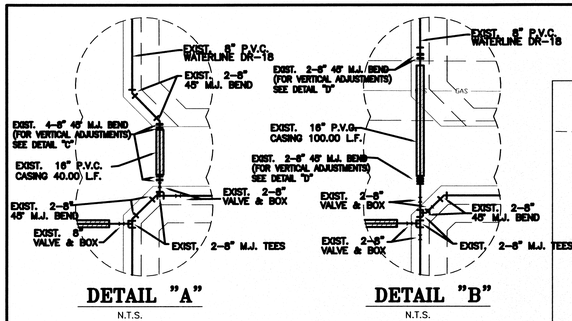
F:\DATA\SUBD.\HIDALGO CO.\ACRES OF SANTA CRUZ SUBD PHII\-PLAT			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
JUNE 4, 2012	LG		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

SHEET NO. 2 of 5

MAP OF WATER DISTRIBUTION SYSTEM/ MAPA DE DISTRIBUCION DE AGUA &

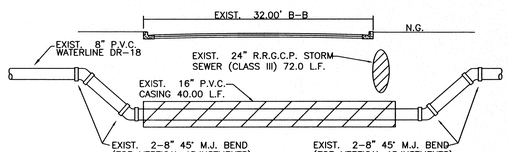
REVISION NOTES

No.	Sheet	REVISION	Date	Approved

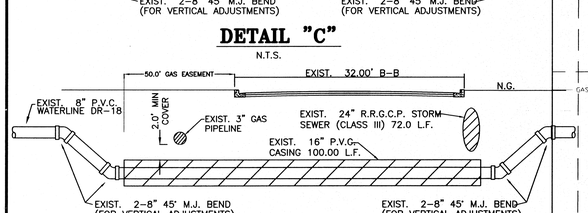


DETAIL "A"
N.T.S.

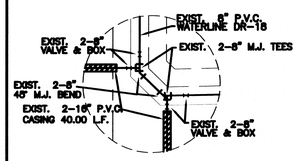
DETAIL "B"
N.T.S.



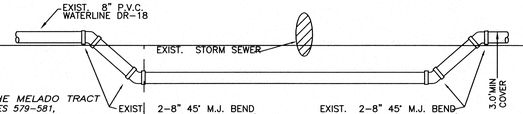
DETAIL "C"
N.T.S.



DETAIL "D"
N.T.S.



DETAIL "E"
N.T.S.



DETAIL "F"
N.T.S.

SCALE 1" = 100'

ACRES OF SANTA CRUZ SUBDIVISION PHASE II-A

A 75.842 ACRE TRACT OF LAND BEING ALL OF LOTS 3 AND 10, AND PART OR PORTION OF LOTS 11 AND 12 BLOCK 1, AND PART OR PORTION OF LOT 1, ALL OF LOTS 2, 3, AND 10, AND PART OR PORTION OF LOTS 11 AND 12 BLOCK 20, JACKSON SUBDIVISION OF THE MELADO TRACT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 4, PAGES 579 AND 580, DEED RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1557921, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS

JACKSON SUBDIVISION OF THE MELADO TRACT RECORDED IN VOLUME 4, PAGES 579-581, DEED RECORDS, HIDALGO COUNTY, TEXAS.

LOT 1 | LOT 12

NORTH 200.00' | WEST 926.00' | EAST 926.00' | SOUTH 926.00'

DETENTION AREA LOT "A"

ZONE "A"

AVENIDA DULCE

TROUSDALE AVENUE | MCALISTER AVENUE | GRAPEFRUIT DRIVE

C MONTE CRISTO ROAD

C MILE 10 1/2 NORTH

C AVENIDA DULCE (60.00' R.O.W.)

HIGH POWER TRANSMISSION LINE

APPROXIMATE LOCATION HESCO PETROLEUM PIPELINE 1-877-749-9799

GAS MARKER HESCO 1-877-749-9799

TRANSMISSION POWER LINE

EXIST. 30.00' ROAD R.O.W. (NOT OPEN)

EXIST. 2" FLUSH VALVE

EXIST. 2" FLUSH ASSEMBLY 12" VALVE AND BOX

EXIST. 30.00' ROAD R.O.W. (NOT OPEN)

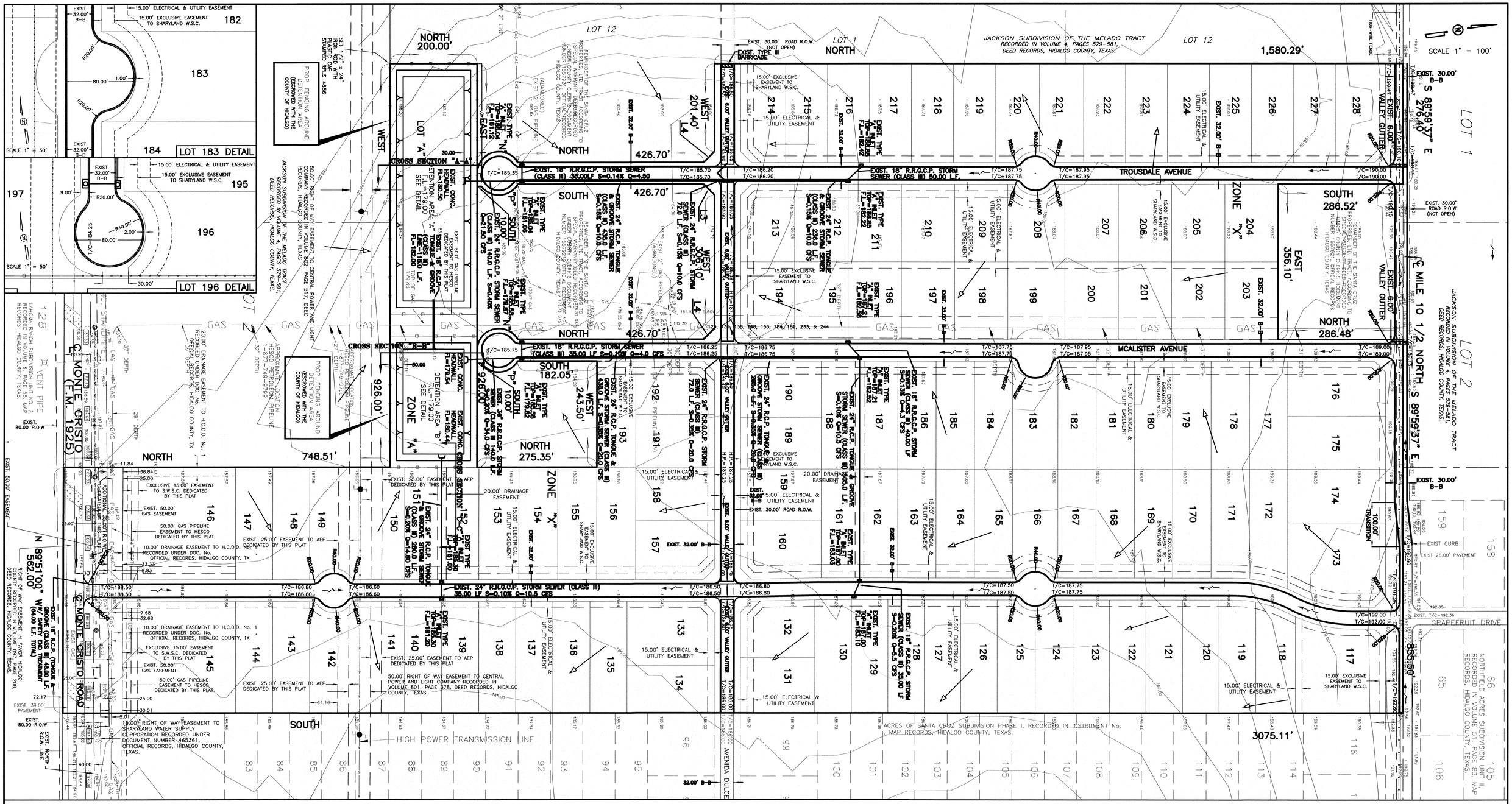
EXIST. 2" FLUSH VALVE 8" M.J. 45° BEND

EXIST. 2" FLUSH VALVE 8" M.J. 45° BEND

EXIST. 2" FLUSH VALVE

EXIST. 2" FLUSH VALVE

EXIST. 2" FLUSH VALVE & BOX


LOT 183 DETAIL
LOT 196 DETAIL
SCALE 1" = 50'
SCALE 1" = 100'
LOT 1
LOT 2
LOT 12
JACKSON SUBDIVISION OF THE MELADO TRACT RECORDED IN VOLUME 4, PAGES 579-581, DEED RECORDS, HIDALGO COUNTY, TEXAS.
JACKSON SUBDIVISION OF THE MELADO TRACT RECORDED IN VOLUME 4, PAGES 579-581, DEED RECORDS, HIDALGO COUNTY, TEXAS.
TROUSDALE AVENUE
MCALISTER AVENUE
GRAPEFRUIT DRIVE
AVENIDA DULCE
MONTE CRISTO ROAD
MONTE CRISTO (F.M. 1925)
℄ MILE 10 1/2 NORTH
EXIST. 30.00' ROAD R.O.W. (NOT OPEN)
EXIST. 5.00' VALLEY GUTTER
EXIST. 32.00' B-B
EXIST. 50.00' EASEMENT
EXIST. 80.00 R.O.W
EXIST. 39.00' PAVEMENT
EXIST. 26.00' PAVEMENT
EXIST. CURB
HIGH POWER TRANSMISSION LINE
EXIST. 18" R.R.G.C.P. STORM SEWER (CLASS III) 35.00 LF S=0.10% Q=4.0 CFS
EXIST. 24" R.R.G.C.P. STORM SEWER (CLASS III) 35.00 LF S=0.10% Q=10.5 CFS
EXIST. 18" R.R.G.C.P. STORM SEWER (CLASS III) 50.00 L.F.
EXIST. 24" R.R.G.C.P. STORM SEWER (CLASS III) 140.0 L.F. S=0.40%
EXIST. 24" R.R.G.C.P. STORM SEWER (CLASS III) 280.0 L.F. S=0.20% Q=14.00 CFS
EXIST. 24" R.R.G.C.P. STORM SEWER (CLASS III) 72.0 L.F. S=0.15% Q=10.0 CFS
EXIST. 18" R.R.G.C.P. STORM SEWER (CLASS III) 40.00 LF S=0.13% Q=4.3 CFS
EXIST. 18" R.R.G.C.P. STORM SEWER (CLASS III) 35.00 LF S=0.13% Q=4.5 CFS
EXIST. 24" R.R.G.C.P. STORM SEWER (CLASS III) 435.0 L.F. S=0.35% Q=20.0 CFS
EXIST. 24" R.R.G.C.P. STORM SEWER (CLASS III) 265.0 L.F. S=0.35% Q=20.0 CFS
EXIST. 24" R.R.G.C.P. STORM SEWER (CLASS III) 238.0 L.F. S=0.15% Q=10.0 CFS
EXIST. 18" R.R.G.C.P. STORM SEWER (CLASS III) 280.0 L.F. S=0.20% Q=14.00 CFS
EXIST. 18" R.R.G.C.P. STORM SEWER (CLASS III) 35.00 LF S=0.10% Q=10.5 CFS
EXIST. 18" R.R.G.C.P. STORM SEWER (CLASS III) 35.00 LF S=0.10% Q=5.5 CFS
EXIST. 24" R.R.G.C.P. TONGUE & GROOVE STORM SEWER (CLASS III) 568.0 L.F. S=0.10% Q=10.0 CFS
EXIST. 18" R.C.P. (TONGUE & GROOVE (CLASS III) 40.00 LF W/ SAFETY END TREATMENT (64.00 L.F. TOTAL)
EXIST. 36" R.R.G.C.P. STORM SEWER (CLASS III) 140.0 L.F.
EXIST. CONC. HEADWALL FL=180.50
EXIST. CONC. GROSS SECTION DETENTION AREA "A" FL=179.00 SEE DETAIL
EXIST. CONC. HEADWALL FL=180.44
EXIST. CONC. GROSS SECTION DETENTION AREA "B" FL=179.00 SEE DETAIL
EXIST. TYPE "N" J-INLET T/C=185.04 FL=181.04
EXIST. TYPE "N" J-INLET T/C=185.12 FL=181.12
EXIST. TYPE "P" J-INLET T/C=185.58 FL=179.58
EXIST. TYPE "P" J-INLET T/C=185.59 FL=179.59
EXIST. TYPE "P" J-INLET T/C=185.82 FL=179.82
EXIST. TYPE "X" J-INLET T/C=187.21 FL=182.58
EXIST. TYPE "X" J-INLET T/C=187.00 FL=183.03
EXIST. TYPE "X" J-INLET T/C=187.25 FL=183.10
EXIST. TYPE "X" J-INLET T/C=187.25 FL=182.92
EXIST. TYPE "X" J-INLET T/C=187.25 FL=182.42
EXIST. TYPE "X" J-INLET T/C=187.25 FL=182.25
EXIST. TYPE "X" J-INLET T/C=187.25 FL=182.08
EXIST. TYPE "X" J-INLET T/C=187.25 FL=181.91
EXIST. TYPE "X" J-INLET T/C=187.25 FL=181.74
EXIST. TYPE "X" J-INLET T/C=187.25 FL=181.57
EXIST. TYPE "X" J-INLET T/C=187.25 FL=181.40
EXIST. TYPE "X" J-INLET T/C=187.25 FL=181.23
EXIST. TYPE "X" J-INLET T/C=187.25 FL=181.06
EXIST. TYPE "X" J-INLET T/C=187.25 FL=180.89
EXIST. TYPE "X" J-INLET T/C=187.25 FL=180.72
EXIST. TYPE "X" J-INLET T/C=187.25 FL=180.55
EXIST. TYPE "X" J-INLET T/C=187.25 FL=180.38
EXIST. TYPE "X" J-INLET T/C=187.25 FL=180.21
EXIST. TYPE "X" J-INLET T/C=187.25 FL=180.04
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EXIST. TYPE "X" J-INLET T/C=187.25 FL=179.53
EXIST. TYPE "X" J-INLET T/C=187.25 FL=179.36
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EXIST. TYPE "X" J-INLET T/C=187.25 FL=178.51
EXIST. TYPE "X" J-INLET T/C=187.25 FL=178.34
EXIST. TYPE "X" J-INLET T/C=187.25 FL=178.17
EXIST. TYPE "X" J-INLET T/C=187.25 FL=178.00
EXIST. TYPE III BARRICADE
EXIST. 6.00' VALLEY GUTTER
EXIST. 10.00' R.O.W. DEDICATED BY THIS PLAT
EXIST. 50.00' GAS PIPELINE DEDICATED BY THIS PLAT
EXIST. 2" GAS LINE
EXIST. 4" GAS LINE
EXIST. 6" GAS LINE
EXIST. 8" GAS LINE
EXIST. 27" PETROLEUM PIPELINE
EXIST. 37" PETROLEUM PIPELINE
EXIST. 42" PETROLEUM PIPELINE
EXIST. 48" PETROLEUM PIPELINE
EXIST. 20" VENT PIPE
EXIST. 2" GAS PIPELINE
EXIST. 4" GAS PIPELINE
EXIST. 6" GAS PIPELINE
EXIST. 8" GAS PIPELINE
EXIST. 10" GAS PIPELINE
EXIST. 12" GAS PIPELINE
EXIST. 16" GAS PIPELINE
EXIST. 20" GAS PIPELINE
EXIST. 24" GAS PIPELINE
EXIST. 30" GAS PIPELINE
EXIST. 36" GAS PIPELINE
EXIST. 42" GAS PIPELINE
EXIST. 48" GAS PIPELINE
EXIST. 60" GAS PIPELINE
EXIST. 72" GAS PIPELINE
EXIST. 84" GAS PIPELINE
EXIST. 96" GAS PIPELINE
EXIST. 108" GAS PIPELINE
EXIST. 120" GAS PIPELINE
EXIST. 132" GAS PIPELINE
EXIST. 144" GAS PIPELINE
EXIST. 156" GAS PIPELINE
EXIST.

FINAL ENGINEERING REPORT FOR ACRES OF SANTA CRUZ SUBDIVISION PHASE II-A:

WATER SUPPLY: Description and Costs.

ACRES OF SANTA CRUZ SUBDIVISION PHASE II-A HAS BEEN PROVIDED WITH POTABLE WATER BY THE SHARYLAND WATER SUPPLY CORPORATION (S.W.S.C.). THE SUBDIVIDER AND S.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH S.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND S.W.S.C. HAS PROVIDE DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

S.W.S.C. HAS AN EXISTING 8" DIAMETER WATERLINE RUNNING ALONG THE NORTH SIDE OF F.M. 1925, AN EXISTING 8" DIAMETER WATERLINE RUNNING ALONG THE NORTH SIDE OF AVENIDA DULCE AND AN EXISTING 8" DIAMETER WATERLINE RUNNING ALONG THE NORTH SIDE OF MILE 10 1/2 NORTH.

THE WATER SYSTEM FOR ACRES OF SANTA CRUZ SUBDIVISION PHASE II CONSIST OF A EXIST. 8" WATERLINE CONNECTS TO THE 8" WATERLINE THEN RUNS WEST ON THE NORTH SIDE OF AVENIDA DULCE AND STOP ON THE SOUTHWEST CORNER OF LOT 235. A 8" WATERLINE RUNS NORTH ON THE WEST SIDE OF GRAPEFRUIT DRIVE AND IT CONNECTS WITH THE EXISTING 8" DIAMETER WATERLINE ON THE NORTH SIDE OF MILE 10 1/2 NORTH ROAD.

ANOTHER 8" DIAMETER WATERLINE THAT TAPS INTO THE EXISTING 8" DIAMETER S.W.S.C. WATERLINE LOCATED ON THE NORTH SIDE OF MILE 10 1/2 NORTH THEN RUNS WEST TURNS SOUTH AND RUNS WEST ON THE SOUTH SIDE OF MILE 10 1/2 NORTH ROAD. THEN AN 8" WATERLINE RUN SOUTH ON THE EAST SIDE OF MCALISTER AVENUE, AND THEN ANOTHER 8" WATERLINE FROM THE MILE 10 1/2 NORH RUNS SOUTH ALONG THE EAST SIDE OF TROUSDALE AVENUE. BOTH STOP AT CUL-DE-SAC.

FROM THE 8" DIAMETER WATERLINE, THERE ARE FIFTY-EIGHT (58) 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. THE ARE TWELVE (12) 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 $ 236,819.24 OR $ 1,794.09 PER LOT. THE SUBDIVIDER HAS IN ADDITION PAID S.W.S.C. THE SUM OF $ 81,780.00 OR $ 329.75 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 S.W.S.C. SYSTEM. THE SUBDIVIDER HAS ESCROWED TEN (10) FIRE HYDRANTS WITH THE COUNTY OF HIDALGO AT A UNIT COST OF $ 2,475.00 FOR A TOTAL COST OF $ 24,750.00. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY S.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT

SEWAGE FACILITIES: Description and Costs.

SEWAGE FROM THE ACRES OF SANTA CRUZ SUBDIVISION PHASE II-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 PROPOSED 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 TEN (10) TEST BORINGS MADE AT OPPOSITE AREAS OF THE SUBDIVISION AT THE CENTERS OF LOTS 123, 131, 138, 148, 153, 184, 189, 196, 212 & 224. (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMITED AREA.) THE SOIL IS A UNIFORM SANDY LOAM (CLASS I) EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUNDWATER OR A RESTRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $ 1,145.00, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSF'S HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL AT A TOTAL COST OF $ 148,850.00. HIDALGO COUNTY HAS INSPECTED AND APPROVED THE INSTALLATION OF THE OSSF'S ON ALL THE LOTS ON DECEMBER 01, 2014. NO OSSF'S WERE INSTALLED ON LOTS 145 & 146. SITE PLAN APPROVAL BY HIDALGO COUNTY IS REQUIRED FOR THESE LOTS BECAUSE OF COMMERICAL PURPOSES.

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 $320,599.24 WHICH EQUALS TO $ 1,292.73 PER LOT.

SEWAGE FACILITIES– SEPTIC SYSTEMS (OSSF) FULLY CONSTRUCTED HAVE COST $ 1,145.00 PER LOT (ALL INCLUSIVE), OR A TOTAL OF $ 148,850.00 FOR THE SUBDIVISION INCLUDING THE INSPECTION AND PERMIT FEE FOR EACH OSSF.

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ALFONSO QUINTANILLA P.E. — 1-7-15

ALFONSO QUINTANILLA
P.E. No. 95534

DATE

REPORTE FINAL DE INGENIERIA PARA ACRES OF SANTA CRUZ SUBDIVISION PHASE II-A:

PROVISION DE AGUA: Descripcion y Gastos.

LA SUBDIVISION ACRES OF SANTA CRUZ SUBDIVISION PHASE II-A SIDO PROVISTA DE AGUA POTABLE POR LA COMPAÑIA DE AGUA DE SHARYLAND (S.W.S.C.). EL DUEÑO DE LA SUBDIVISION Y LA COMPAÑIA DE AGUA S.W.S.C. SE HA COMPROMETIDO A PROVEER DE AGUA SUFICIENTE A LA SUBDIVISION POR UN PERIODO DE 30 AÑOS. LA COMPAÑIA DE AGUA S.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.

S.W.S.C. CUENTA CON UNA LINEA DE AGUA EXISTENTE DE 12" EN EL LADO NORTE DE LA CALLE F.M. 1925, UNA LINEA DE AGUA EXISTENTE DE 8" EN EL LADO NORTE DE LA CALLE AVENIDA DULCE, Y UNA LINEA DE AGUA DE 8" EN EL LADO NORTE DE LA CALLE MILE 10 1/2 NORTH.

EL SISTEMA DE AGUA PARA ACRES OF SANTA CRUZ SUBDIVISION PHASE II-A CONSISTE DE UNA LINEA DE AGUA 8" DE DIAMETRO CONNECTA CON LA LINEA DE AGUA EXISTENTE DE 8" DE DIAMETRO Y CORRE OESTE POR EL LADO NORTE DE LA CALLE AVENIDA DULCE Y PARA EN LA ESQUINA SUROESTE DE LOTE 235. LA LINEA DE AGUA 8" DE DIAMETRO CORRE NORTE POR EL LADO OESTE DE LA CALLE GRAPEFRUIT DRIVE. LA LINEA DE AGUA 8" DE DIAMETRO SE CONNECTA CON UNA EXISTENCE DE 8" DE DIAMETRO LINEA DE AGUA EN EL LADO NORTE DE LA CALLE MILE 10 1/2 NORTH.

OTRA LINEA DE AGUA DE 8" DE DIAMETRO QUE SE CONECTA A LA LINEA DE AGUA EXISTENTE DE 8" LOCALIZADA EN EL LADO NORTE DE LA CARRETERA MILE 10 1/2 NORTH. LA LINEA DE AGUA 8" DE DIAMETRO CORRE SUR POR EL LADO OESTE DE LA CALLE MILE 10 1/2 NORTH. UNA LINEA DE 8" DIAMETRO DE AGUA CORRE SUR EL LADO ESTE DE LA CALLE MCALISTER AVENUE, Y LA LINEA DE AGUA 8" DE DIAMETRO CORRE SUR POR EL LADO OESTE DE LA CALLE MILE 10 1/2 NORTH. UNA LINEA DE 8" DIAMETRO DE AGUA CORRE SUR EL LADO ESTE DE LA CALLE TROUSDALE AVENUE. LAS DOS LINEA DE AGUA PARAN EN UN CUL-DE-SAC.

DEL CONDUCTO DE AGUA DE 8 PULGADAS SE PRODUCEN SICUENTA-OCHO (58) 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 DOCES (12) 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$ 236,819.24 O US$ 1,794.09 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA COMPAÑÍA S.W.S.C. US$ 81,780.00 QUE CUBRE EL COSTO DEL MEDIDOR MECÁNICO DE AGUA PARA CADA LOTE, $ 329.75. 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 S.W.S.C. LO INSTALARA SIN ALGÚN GASTO AL DUEÑO. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN PAGO EL CIUDAD DE EDINBURG PARA DIEZ (10) BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE US$ 2,475.00 POR CADA UNO CUAL GASTA UNA CANTIDAD TOTAL US$ 24,750.00. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

SERVICIO DE DRENAJE: Descripcion y Costos.

SE INSTALARA UNA FOSA SÉPTICA EN CADA SOLAR DE LA SUBDIVISION ACRES OF SANTA CRUZ SUBDIVISION PHASE II-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 DIEZ (10) PRUEBAS CON AGUJEROS EN EL CENTRO DE LOS LOTES 123, 131, 138, 148, 153, 184, 189, 196, 212, & 224 (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 TOTAL PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR SON US$ 1,145.00 INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS TODAS LAS FOSA SÉPTICAS HAN SIDO INSTALADAS EN EL PROCESO DE LA APROBACIÓN FINAL. A UN COSTO TOTAL DE US$ 148,850.00. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO Y HA APROBADO LA INSTALACIÓN EN TODO LOS LOTE EN EL 01 DE DICIEMBRE DE 2014.
NO OSSF'S FUERON INSTALADOS EN LOTES 145 Y 146. UNA SITE PLAN APROBADO POR EL CONDADO DE HIDALGO SE REQUIERE PARA ESTOS LOTES SON PARA COMMERCIALES.

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$ 320,599.24 LO CUAL EQUIVALE A US$ 1292.73 POR LOTE.

DRENAJE: LAS FOSAS SEPTICAS COSTARAN US$ 1,145.00 A UN COSTO TOTAL DE US$ 148,850.00 PARA TODA LA SUBDIVISION.

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ALFONSO QUINTANILLA P.E. — 1-7-15

ALFONSO QUINTANILLA
P.E. No. 95534

DATE

COST ESTIMATE

PAVING IMPROVEMENTS:	$ 683,290.00
DRAINAGE IMPROVEMENTS:	$ 223,527.50
WATER DISTRIBUTION:	$ 236,819.24
SEPTIC TANKS:	$ 148,850.00

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

DRAINAGE REPORT FOR
ACRES OF SANTA CRUZ SUBDIVISION PHASE II

Acres of Santa Cruz Subdivision Phase II & III is a 119.701 acre tract of land being a part or portion of Lot 3, all of Lots 1, 10 and 12, Block 1, and all of Lots 1, 3, 10, and 12, Block 20, Jackson Subdivision of the Melado Tract, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 4, pages 579 and 580, deed records, Hidalgo County, Texas, and according to Special Warranty Deed recorded under County Clerk's Document Number 1557921, official records, Hidalgo County, Texas. This subdivision is located on the north side of Monte Cristo Road (FM 1925) and on the south side of Mile 10 ½ North Road and west of Las Cañas Drive. The site is currently open land. The proposed subdivision will consist of 148 lots (Phase II 130 Lots and Phase III 18 Lots).

The tract is Zone "X" and Zone "A" as per FEMA Flood Insurance Rate Map, Community Panel No. 480334 0300 D, dated on June 6, 2000. A proposed Conditional Letter of Map Revision Based on Fill (CLOMR-F) is being proposed with a Base Flood Elevation (BFE) of 190.20 feet (north part) and 186.20 feet (south part) to remove those areas from the Flood Zone "A" except the retention pond. FEMA Case No.14-06-0363C 216A.

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 NP-27. See attached Soil Survey of Hidalgo County, Texas tables.

Presently, the site has runoff flowing in a southwesterly direction and some to the southeasterly direction. The existing runoff for the proposed subdivision is Q= 19.48 cubic feet per second based on a 25-year storm.

After development the runoff will be Q= 61.74 cubic feet per second (based on a 25-year storm) for an increase of Q= 42.26 cubic feet per second. In accordance with the County's drainage requirements of not increasing the amount of existing runoff, we have calculated that retention will be 437,381.00 cubic feet (10.04 acre-feet) and will be retained in a proposed Regional Retention Pond that is being dedicated to the Hidalgo County Drainage District No.1 as Lot "A" by the plat. The type of soil at the location of the ponds is fine sandy loam and sandy clay loam. The size of the pond is 4.25 acres and will provide 587,909.00 c.f. of retention storage. Runoff from the streets will flow along curb and gutter that will be collected by a storm sewer system consisting of 18", 24" and 36" pipes and Type A" inlets that will discharge into the retention pond. The access to the retention pond will be via McAlister Ave. and Troudsdale Ave. public streets (32.0 feet pavement). The retention pond will constructed in accordance with the requirements of the Hidalgo County Drainage District No.1.

THE COUNTY DRAINAGE DITCH FLOWS NORTH THEN EAST. THE DRAINAGE DITCH CARRIES WATER EASTWARD WHERE IT E,PTIES INTO LAGUNA MADRE. THE 10 EAR FLOOD IS CONTAINED WITH THE RIGHT-OF-WAY OF THE STREET AND WITHIN THE DRAINAGE SWALES OF THE SUBDIVISION AS SHOWN BELOW. A RESTRICTIVE COVENANT (SET OUT ON SHEET 1 UNDER PLAT NOTES AND RESTRICTIONS) PROHIBITS THE CONSTUCTION OF RESIDENTIAL HOUSING IN ANY AREA OF THE SUBDIVISION THAT IS IN A FLOODPLAIN UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968, AS FURTHER NOTED ON SHEET 1, THE FINISHED FLOOR ELEVATION OF EACH HOUSE IS REQUIRED TO BE AT LEAST 18 INCHES ABOVE THE TOP OF THE AVERAGE HEIGHT OF THE CURB IN FRONT OF THE LOT. THESE MEASURES PROVIDE POSITIVE DRAINAGE AWAY FROM ALL BUILDINGS, AVOID CONCENTRATING RUNOFF ONTO OTHER LOTS, AND COORDINATE INDIVIDUAL LOT DRAINAGE WITH THE GENERAL STROM DRAINAGE PATERN FOR THE AREA. THE MAP BELOW ILLUSTRATES THE FLOW PATTERNS OF THE RUNOFF.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100-YEAR FLOODPLAIN FOR ZONE "X" (AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN) AND ZONE "A" (NO BASE FLOOD ELEVATIONS DETERMAINED) AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0300 D DATED JUNE 06, 2000

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ALFONSO QUINTANILLA P.E. — 1-7-15

ALFONSO QUINTANILLA
P.E. No. 95534

DATE

SUBDIVIDER CERTIFICATION:

1. – BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE BY THE SELLER AS REQUIRED BY SECTION 7.25.12 OF THE COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1. – I (WE), **RICHARD RUPPERT BY PRESIDENT RICHARD W. RUPPERT** SUBDIVIDER (S) OF **ACRES OF SANTA CRUZ SUBDIVISION PHASE II-A**, HEREBY CERTIFY SEWER FEES, AS APPLICABLE, HAVE BEEN PAID AND COPIES OF RECEPTS ARE ON FILE WITH THE HIDALGO COUNTY PLANNING DEPARTMENT; THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS TO THE STATE AS REQUIRED BY SECTION 7.4.1.4. (b) OF THE COUNTY REGULATIONS.

1-7-15
DATE

RUPPERT COMPANY L.L.C.
BY: RICHARD W. RUPPERT, PRESIDENT
P.O. BOX 959
EDINBURG, TEXAS. 78539.

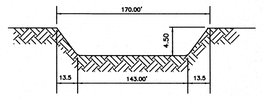
STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared **RUPPER COMPANY L.L.C. BY PRESIDENT RICHARD W. RUPPERT,** known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and considerations therein stated.

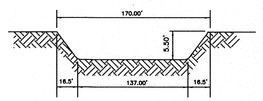
Given under my hand and seal of office this 7th day of JANUARY, 2015.

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

LILIA A. QUINTANILLA– NOTARY PUBLIC

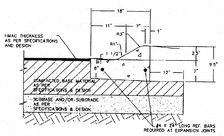


DETENTION AREA "A-A"
DETENTION=412,940.65 C.F.
NOT TO SCALE



DETENTION AREA "B-B"
DETENTION=208,563.00 C.F.
NOT TO SCALE

TYPICAL LOW PROFILE CURB & GUTTER SECTION



1. ALL HONEYCOMBING SHALL BE GROUTED TO PROVIDE A UNIFORM SURFACE.
2. WHEN HONEYCOMBING IS EXCESSIVE AS DETERMINED BY THE COUNTY OF HIDALGO DESIGNATED REPRESENTATIVE, CURB AND GUTTER SHALL BE REPLACED.
3. BACKFILL BEHIND CURBS SHALL BE ACCOMPLISHED WITHIN 24 HOURS AFTER BACK FORM IS REMOVED OR 48 HOURS AFTER SLIP FORMING.
4. CURB AND GUTTER CONCRETE SHALL BE CLASS "A" (3000 PSI).
5. REINFORCING STEEL AS SHOWN.
6. MAX. LENGTH OF CURB AND GUTTER SECTION IS 80' BETWEEN 3/4" EXPANSION JOINT.

DRAIN DITCH CROSS SECTION "A-A"
NOT TO SCALE

DRAIN DITCH CROSS SECTION "B-B"
NOT TO SCALE

DRAIN DITCH CROSS SECTION "C-C"
NOT TO SCALE

CONC. VALLEY GUTTER
NOT TO SCALE

STREET SECTION
(MILE 10 1/2 NORTH)
NOT TO SCALE

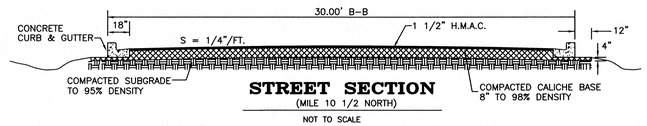
QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F-1315
SURVEYING REGISTRATION NUMBER 100411-00

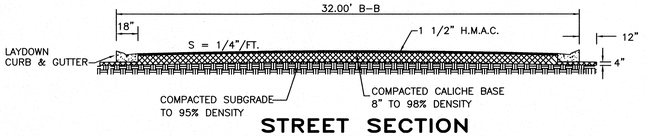
LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

SUBDIVISION PLAT OF: ACRES OF SANTA CRUZ SUBDIVISION PHASE II-A

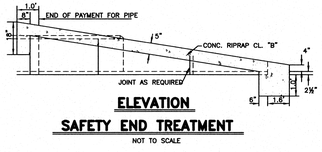
A 75.842 ACRE TRACT OF LAND BEING ALL OF LOTS 3 AND 10, AND PART OR PORTION OF LOTS 11 AND 12 BLOCK 1, AND PART OR PORTION OF LOT 1, ALL OF LOTS 2, 3, AND 10, AND PART OR PORTION OF LOTS 11 AND 12 BLOCK 20, JACKSON SUBDIVISION OF THE MELADO TRACT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 4, PAGES 579 AND 580, DEED RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1557921, OFFICIAL RECORDS, HIDALGO, TEXAS



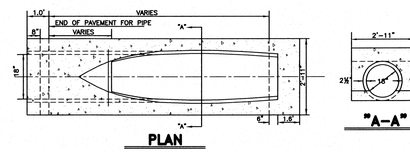
STREET SECTION
(MILE 10 1/2 NORTH)
NOT TO SCALE



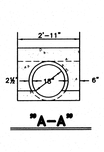
STREET SECTION
NOT TO SCALE



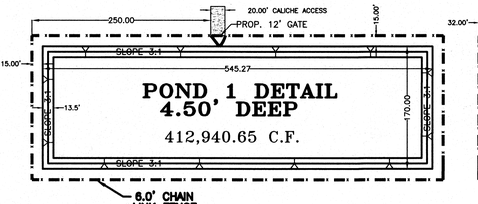
ELEVATION
SAFETY END TREATMENT
NOT TO SCALE

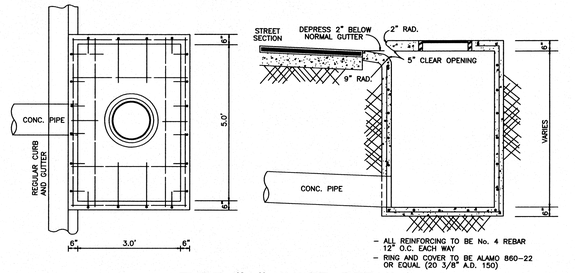


PLAN

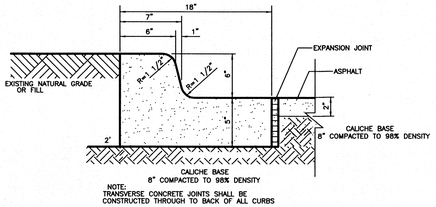


"A-A"





TYPE "A" INLET DETAIL
NOT TO SCALE



NOTE:
TRANSVERSE CONCRETE JOINTS SHALL BE CONSTRUCTED THROUGH TO BACK OF ALL CURBS

INTEGRAL CURB & GUTTER
N.T.S.

THE COUNTY OF HIDALGO TEXAS

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

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

SHEET NO.	FILENAME: F:\DATA\SUBDIVISIONS\HIDALGO COUNTY\ACRES SANTA CRUZ\BPLAT			
5 OF 5	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	JUNE 5, 2012	M.G.		
	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: 02-03-2015

PROPOSED **RE-PLAT OF LOT 12, SANTA CRUZ RANCH NO. 1** SUBDIVISION, PRECINCT No. **4**.

ENGINEER: **QUINTANILLA, HEADLEY & ASSOC.** DEVELOPER: **TOMAS A. GUZMAN**

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

NUMBER OF LOTS: **2** ☒*SINGLE FAMILY ☐*MULTI-FAMILY ☐COMMERCIAL ☐INSTITUTIONAL

LOCATION DESCRIPTION: **¼ mile North of Mile 22 ½ North Road west side of Brushline Road**

SUBDIVISION LIES WITHIN THE: ☒*The Rural area of the County.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **10-03-14** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **Drainage will be accomplished within the low areas of the lot with positive outfall into a re-graded roadside ditch along Brushline Road.**

ROAD R.O.W. DEDICATION: **No additional right of way is required**

H.C.R.O.W. FINAL APPROVAL DATE: **11-06-14** By, **Jesse Ozuna** PCT 4 R.O.W. AGENT

H.C.H.D FINAL APPROVAL DATE: **10-10-14** by: **Elizardo "Chardo" Ramos,** Environmental Health Division Manager

SEWER SYSTEM: ☒OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Jose Angel Gonzalez**

WATER SERVICE PROVIDER: **N.A.W.S.C.** LINE SIZE: **8"** LOCATION: **West side of Brushline Rd**

H.C.O.E.C. FINAL APPROVAL DATE: **01-14-15** : By **Ann Marie De la Fuente, Office of Environmental Compliance**

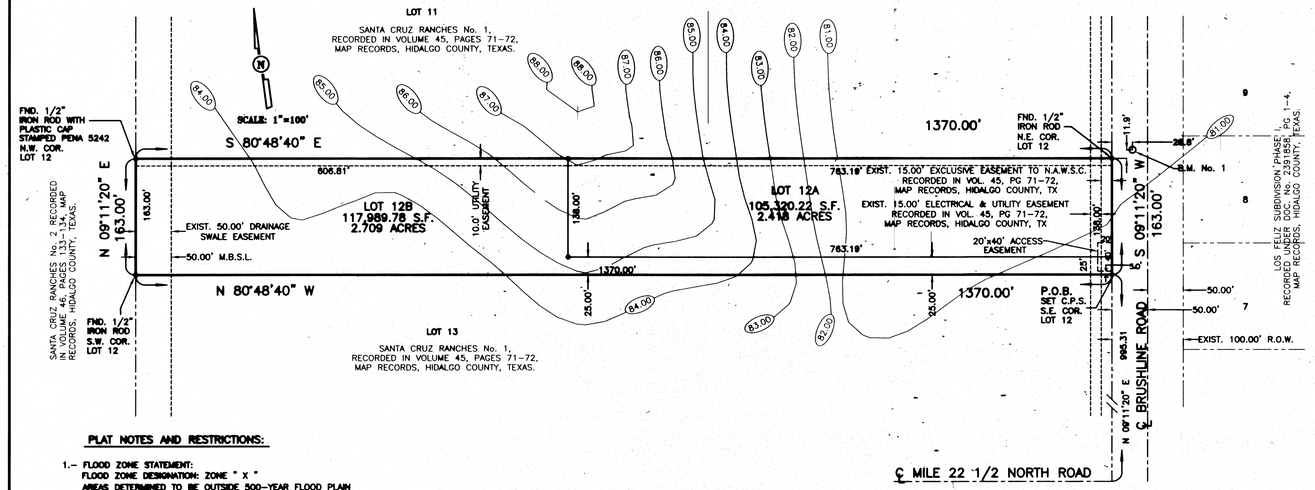
Proposed project was reviewed before preliminary approval and it was determined that less than one acre of soil disturbance would take place during construction and it was not part of a larger common plan of development. Coverage under TPDES General Permit for Construction Activities was not required.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: **OCTOBER 28, 2014**

REQUEST FOR FINAL APPROVAL WITH:
☒ **Cash Deposit:** *Amount:$1,500.00 For:* ☒*OSSF(S) 1*
☒ **Cash Deposit:** *Amount:$2,015.00 For:* ☒Hot Mix Escrow

STAFF RECOMMENDS:
☐ **Preliminary Approval** *subject to comments and future recommendations by planning and other departments.*
☐ **Final Approval** *subject to recommendations other departments*
☒ **Final Approval** *with financial guarantee.*

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



PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE " X "
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN
COMMUNITY-PANNEL 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.– LEGEND ⊕ – DENOTES 1/2" IRON ROD SET UNLESS OTHERWISE NOTED.

3.– SETBACKS:
FRONT–LOT 12A.....50.00 FEET
FRONT–LOT 12B.....785.00 FEET
REAR.....15.00 FEET
SIDE.....5.00 FEET
OR EASEMENT WHICHEVER IS GREATER IN ALL CASES

4.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE–SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT. NO COMMERCIAL USE SHALL BE ALLOWED ON ANY LOT.

5.– MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTERLINE OF ROAD 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 A DEVELOPMENT PERMIT APPLICATION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

6.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No.1: ELEV.=71.80 C.P.S. SET IN POWER POLE LOCATED 28.8 FEET EAST AND 11.9 FEET NORTH FROM THE NORTHEAST CORNER OF THE PROPOSED SUBDIVISION N.A.V.D. 88 DATUM.

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 9.081.73 CUBIC –FEET (0.21 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. 2

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

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

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

11.– ON–SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON–SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND 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.

12.– TOMAS A. GUZMAN & BEATRIZ GUZMAN VELÁZQUEZ, THE OWNER & SUBDIVIDER OF REPLAT OF LOT 12 SANTA CRUZ RANCHES No. 1 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.

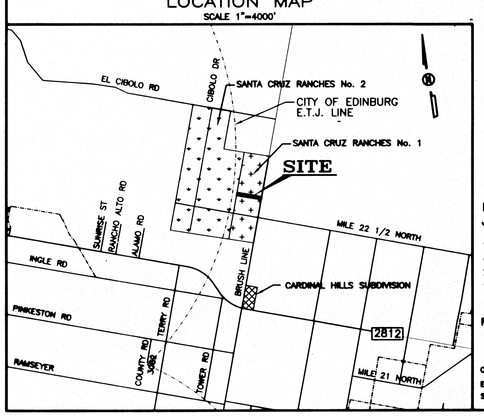
13.– EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

14.– ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

15.– LOT 12B IN REPLAT OF LOT 12, SANTA CRUZ RANCHES No. 1 IS HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN–OFF FROM ALL LOTS IN REPLAT OF LOT 12, SANTA CRUZ RANCHES No. 1 TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF THE REPLAT OF LOT 12, SANTA CRUZ RANCHES No. 1 THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS ("COUNTY"), AND THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 ("DRAINAGE DISTRICT") MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OR ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND / OR THE DRAINAGE DISTRICT ARE ALSO ENTITLED TO RECOVER ALL ENFORCEMENT COSTS AND / OR MAINTENANCE COSTS FROM THE LOT OWNERS IN VIOLATION. IN THE EVENT THE DRAINAGE SWALES DEPICTED ON THE SUBDIVISION PLAT ARE NO LONGER NECESSARY FOR DRAINAGE OF THE LOTS COMPRISING REPLAT OF LOT 12, SANTA CRUZ RANCHES No. 1 BECAUSE OF AN ALTERNATE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATION, IS FULLY OPERATIONAL AND ACTUALLY SERVICING ALL THE LOTS IN REPLAT OF LOT 12, SANTA CRUZ RANCHES No. 1, THE COUNTY AND DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY (AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN REPLAT OF LOT 12, SANTA CRUZ RANCHES No. 1 ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY), TO RELEASE THE DRAINAGE EASEMENT BURDENING THE DRAINAGE SWALES PURSUANT TO THIS PLAT NOTE, BY AND INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

16.– NO INDIVIDUAL LOT DRIVEWAY ACCESS WILL BE ALLOWED FROM BRUSHLINE ROAD ON TO LOTS 12A & 12B. A 24 FOOT SHARED DRIVEWAY ENTRANCE SHALL BE CONSTRUCTED BY DEVELOPER BETWEEN 12A & 12B TO PROVIDE INGRESS AND EGRESS FROM BRUSHLINE ROAD.

LOCATION MAP
SCALE 1"=4000'



REVISION NOTES

No.	Sheet	REVISION	Date	Approved

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

THE REPLAT OF LOT 12, SANTA CRUZ RANCHES No. 1, IS LOCATED IN NORTH HIDALGO COUNTY ON THE WEST SIDE OF BRUSHLINE ROAD, APPROXIMATELY 1,000 FEET NORTH OF MILE 22 1/2 ROAD INTERSECTION. 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). THE REPLAT OF LOT 12, SANTA CRUZ RANCHES No. 1 LIES APPROXIMATELY 2.24 MILES FROM THE CITY LIMITS AND IT IS NOT WITHIN THE TWO–MILE EXTRA TERRITORIAL JURISDICTION (ETJ) CITY'S UNDER LOCAL GOVERNMENT CODE § 42.021 AND LIES IN PCT. 4.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNERS:	TOMAS A. GUZMAN BEATRIZ GUZMAN VELÁZQUEZ	25217 BRUSHLINE ROAD	EDINBURG TX., 78542	(956)607–0522	
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

MINOR SUBDIVISION PLAT OF:

REPLAT OF LOT 12, SANTA CRUZ RANCHES No. 1

A 5.13 ACRE TRACT OF LAND BEING ALL OF LOT 12, SANTA CRUZ RANCHES No. 1, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 45, PAGES 71–72, MAP RECORDS, HIDALGO COUNTY, TEXAS AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2021567, 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.

METES AND BOUNDS

A 5.13 ACRE TRACT OF LAND BEING ALL OF LOT 12, SANTA CRUZ RANCHES No. 1, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 45, PAGES 71–72, MAP RECORDS, HIDALGO COUNTY, TEXAS AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2021567, 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 WEST RIGHT OF WAY LINE OF BRUSHLINE ROAD AND THE SOUTHEAST CORNER OF THIS TRACT, SAID SPINDLE BEARS N 09°11'20" E, 2940.56 FEET AND N 80°48'40" W, 30.00 FEET OF THE S.E. CORNER OF TRACT 156, SAN SALVADOR DEL TULE GRANT (RECORDED IN VOLUME 10, PAGE 58–60 MAP RECORDS, HIDALGO COUNTY, TEXAS).

THENCE; N 80°48'40" W, ALONG THE SOUTH LINE OF LOT 12, A DISTANCE OF 1,370.00 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF LOT 12 AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 09°11'20" E, ALONG THE WEST LINE OF LOT 12, A DISTANCE OF 163.00 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED PENA 5242 FOUND FOR THE NORTHWEST CORNER OF LOT 12 AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 80°48'40" E, ALONG THE NORTH LINE OF LOT 12, A DISTANCE OF 1,370 FEET TO A 1/2" IRON ROD FOUND ON THE WEST RIGHT OF WAY LINE OF BRUSHLINE ROAD FOR THE NORTHEAST CORNER OF LOT 12 AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 09°11'20" W, ALONG THE EAST LINE OF LOT 79 AND THE WEST RIGHT OF WAY LINE OF BRUSHLINE ROAD, A DISTANCE OF 163.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.13 ACRES OF LAND MORE OR LESS

BEARINGS ARE IN ACCORDANCE WITH SANTA CRUZ RANCHES No.1, RECORDED IN VOLUME 45, PAGES 71–72, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

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

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

9–22–14
DATE

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor" whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted, The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipiene installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein, Thus agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above–described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this 10th day of November A.D. 20 14.

TOMAS A. GUZMAN
25217 BRUSHLINE ROAD
EDINBURG, TEXAS 78542

BEATRIZ GUZMAN VELÁZQUEZ
25217 BRUSHLINE ROAD
EDINBURG, TEXAS 78542

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

TOMAS A. GUZMAN & BEATRIZ GUZMAN VELÁZQUEZ AS OWNER OF OF THE 5.13 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED THE REPLAT OF LOT 12, SANTA CRUZ RANCHES No. 1, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.
WE CERTIFY THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT:
(A) THE WATER QUALITY AND 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.
WE ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

TOMAS A. GUZMAN
25217 BRUSHLINE ROAD
EDINBURG, TEXAS 78542
11/6/14 DATE

BEATRIZ GUZMAN VELÁZQUEZ
25217 BRUSHLINE ROAD
EDINBURG, TEXAS 78542
11/10/14 DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared TOMAS A. GUZMAN & BEATRIZ GUZMAN VELÁZQUEZ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and considerations therein stated.

Given under my hand and seal of office this 10th day of November, 20 14.

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

LILIA A. GUINTANILLA– NOTARY PUBLIC

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

WE THE UNDERSIGNED CERTIFY that this plat of the REPLAT OF LOT 12, SANTA CRUZ RANCHES No. 1 was reviewed and approved by the Hidalgo County Commissioners Court on _____, _____.

Hidalgo County Judge — Date

ATTEST: Hidalgo County Clerk — Date

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 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(e). 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 THE REPLAT OF LOT 12, SANTA CRUZ RANCHES No. 1 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____ 20____.

ENVIRONMENTAL HEALTH DIVISION MANAGER — DATE

STATE OF TEXAS
COUNTY OF HIDALGO

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

ALFONSO QUINTANILLA
P.E. No. 95834
11-6-14 DATE

INDEX OF SHEETS

SHEET 1.– HEADING INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: MAP: LOT, STREETS, AND EASEMENT LAYOUT: DESCRIPTION (METES AND BOUNDS): ENGINEER'S AND SURVEYOR'S CERTIFICATION: PLAT NOTES AND RESTRICTIONS: OWNER'S DEDICATION, CERTIFICATION, ATTESTATION: AND HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER CERTIFICATION; COUNTY CLERK'S RECORDING CERTIFICATE: COUNTY JUDGE CERTIFICATION: H.C.D.D. No. 1 CERTIFICATION: N.A.W.S.C. CERTIFICATE, REVISION NOTES.

SHEET 2.– ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION): SUBDIVIDER CERTIFICATE AND STATEMENT COUNTY CLERK'S RECORDING CERTIFICATE, REVISION NOTES DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND MAP OF TOPOGRAPHY AND DRAINAGE.

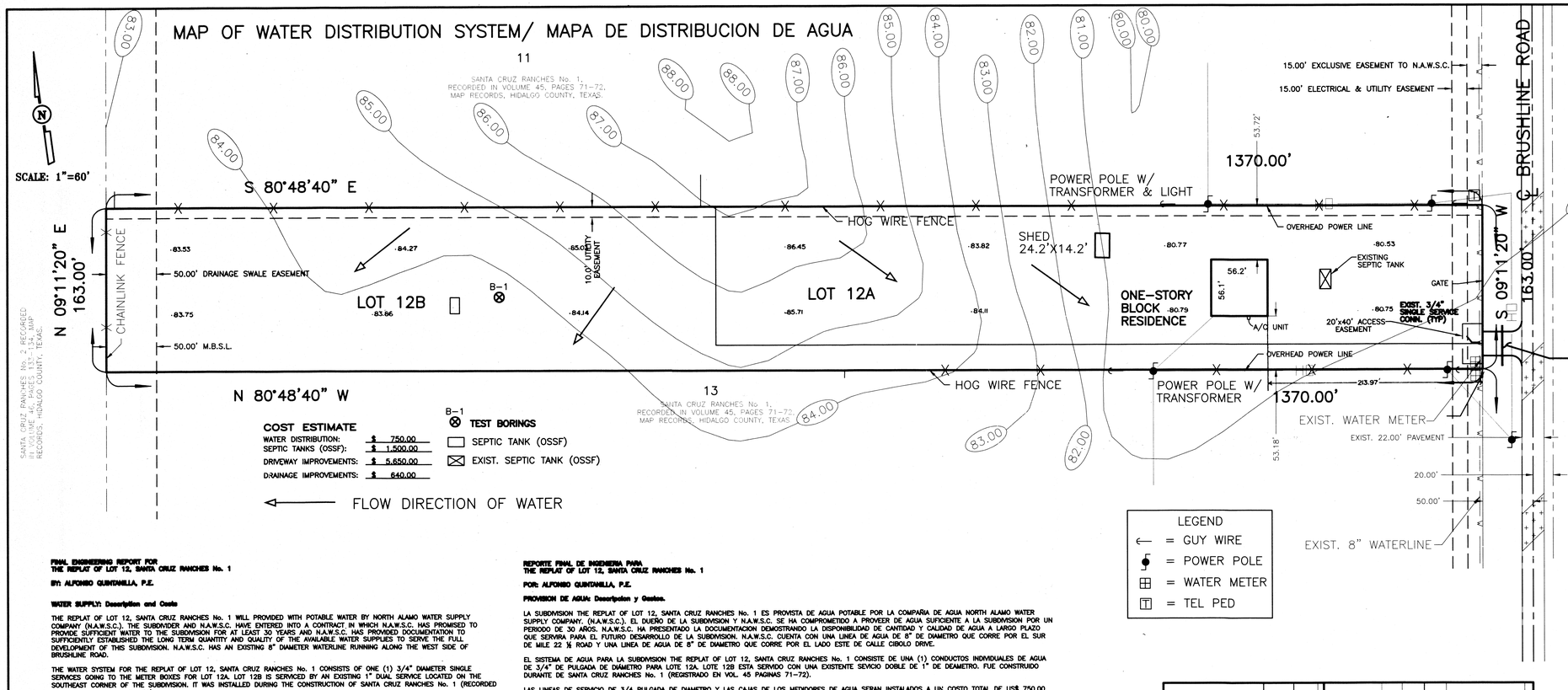
FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
RECORDED IN VOLUME _____ PAGE _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
PHONE 956–381–6480
FAX 956–381–0527
OFFICE@QHAENGINEERING.COM
ENGINEERING REGISTRATION NUMBER F–1513
SURVEYING REGISTRATION NUMBER 100411–00

SHEET NO. 1 OF 2 SHEETS	FILENAME: P:\dwgs\subs.\460.00.\REPLAT LOT 12, SANTA CRUZ No. 1\PLAT			
	DATE PREPARED 9–22–14	PREPARED BY M.G.	CHECKED BY	APPROVED BY
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

MAP OF WATER DISTRIBUTION SYSTEM/ MAPA DE DISTRIBUCION DE AGUA



COST ESTIMATE

WATER DISTRIBUTION:	$ 750.00
SEPTIC TANKS (OSSF):	$ 1,500.00
DRIVEWAY IMPROVEMENTS:	$ 5,650.00
DRAINAGE IMPROVEMENTS:	$ 640.00

LEGEND
- ← = GUY WIRE
- = POWER POLE
- = WATER METER
- T = TEL PED

REPLAT OF LOT 12, SANTA CRUZ RANCHES No. 1

A 5.13 ACRE TRACT OF LAND BEING ALL OF LOT 12, SANTA CRUZ RANCHES No. 1, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 45, PAGES 71-72, MAP RECORDS, HIDALGO COUNTY, TEXAS AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2021567, 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.

DRAINAGE REPORT FOR: REPLAT OF LOT 12, SANTA CRUZ RANCHES No. 1
BY ALFONSO QUINTANILLA

This 5.13 acre subdivision is a Replat of Lot 12, Santa Cruz Ranches No.1, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 45, Pages 71-72, map records, Hidalgo County, Texas, and according to Warranty Deed recorded under County Clerk's Document Number 2021567, official records, Hidalgo County, Texas. This subdivision is located at the west side of Brushline Road 995.31 feet north of Mile 22 1/2 North Road. The proposed subdivision will consist of two residential lots.

The tract is in flood 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 and Sandy Clay Loam. This soil is well drained. Surface runoff is medium. Permeability is moderate. Plasticity index has a range of 8-22. See attached Soil Survey of Hidalgo County, Texas tables.

Presently, the site has runoff flowing in a northerly direction. The existing runoff for the proposed subdivision is Q= 1.28 cubic feet per second based on a 10-year storm.

After development the runoff will be Q= 3.93 cubic feet per second for an increase of Q= 2.65 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 9,061.73 cubic feet (0.21 acre-feet) and will be detained in an existing 50.0 foot drainage swale along the west side of the subdivision.

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 (JUNE 6, 2000) IS CONTAINED WITHIN THE RIGHT-OF-WAY OF STREET AND WITHIN THE SWALES OF THE SUBDIVISION, AS SHOWN BELOW.

STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA P.E. No. 95534 — 1-12-15 DATE

FINAL ENGINEERING REPORT FOR THE REPLAT OF LOT 12, SANTA CRUZ RANCHES No. 1

BY: ALFONSO QUINTANILLA, P.E.

WATER SUPPLY: Description and Costs

THE REPLAT OF LOT 12, SANTA CRUZ RANCHES No. 1 WILL PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY COMPANY (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 ESTABLISHED 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 WEST SIDE OF BRUSHLINE ROAD.

THE WATER SYSTEM FOR THE REPLAT OF LOT 12, SANTA CRUZ RANCHES No. 1 CONSISTS OF ONE (1) 3/4" DIAMETER SINGLE SERVICES GOING TO THE METER BOXES FOR LOT 12A. LOT 12B IS SERVICED BY AN EXISTING 1" DUAL SERVICE LOCATED ON THE SOUTHEAST CORNER OF THE SUBDIVISION. IT WAS INSTALLED DURING THE CONSTRUCTION OF SANTA CRUZ RANCHES No. 1 (RECORDED IN VOLUME 45, PAGES 71-72)

THE 1" DIAMETER DUAL SERVICE LINES, 3/4" DIAMETER SINGLE SERVICE AND THE METER BOXES HAVE BEEN INSTALLED AT A TOTAL COST OF $ 750.00 OR $ 750.00 PER LOT. THE SUBDIVIDER IN ADDITION HAD PAID TO N.A.W.S.C. THE SUM OF $ 1,375.00 WHICH COVERS THE $ 1,375.00 COST PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C. UPON REQUEST BY THE LOT OWNER, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE ENTIRE WATER FACILITIES WILL BE 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 REPLAT OF LOT 12, SANTA CRUZ RANCHES No. 1 IS TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAIN FIELD ON EACH LOT. THE UNDERSIGNED PROFESSIONAL ENGINEER HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. HIGHLIGHTS OF THE REPORT ARE AS FOLLOWS:

EACH LOT IN THE EXIST SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE. THE UNITED STATES DEPARTMENT OF AGRICULTURE, SOIL SURVEY BOOK OF HIDALGO COUNTY, TEXAS INDICATED A SANDY CLAY LOAM. ONE (1) TEST BORINGS WAS MADE AT THE CENTER OF LOT 12B (ADDITIONAL TEST BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMITED AREA). THE SOIL IS A UNIFORM SANDY CLAY LOAM EXTENDING MORE THAN 24 INCHES BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUND WATER OR A RESTRICTIVE LAYER WITHIN 24 INCHES OF THE BOTTOM OF THE PROPOSED EXCAVATIONS.

LOT 12A IS SERVICED BY AN EXISTING OSSF LOCATED ON THE LOT. IT WAS INSTALLED DURING THE CONSTRUCTION OF SANTA CRUZ RANCHES No. 1 (RECORDED IN VOLUME 45, PAGES 71-72).

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. OSSF'S FOR LOT 12B 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 $ 1,500.00, 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 12B IS SOLD, THE PURCHASER MAY INITIATE INSTALLATION OF AN OSSF SYSTEM BY WRITING OR CALLING THE SUBDIVIDER. SUBDIVIDER SHALL BE RESPONSIBLE TO FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AN APPLICATION FOR A PERMIT TO INSTALL AN OSSF. THE OSSF SYSTEM SHALL BE INSTALLED ON THE LOT PRIOR TO THE COUNTY ISSUING A FINAL LIGHT AND WATER CLEARANCE.

CERTIFICATION:

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 FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS BOXES, COST A TOTAL OF $ 2,125.00 FOR LOT 12A. LOT 12B IS SERVICED BY AN EXISTING WATER METER.

SEWAGE FACILITIES– SEPTIC SYSTEMS ARE ESTIMATED TO COST $ 1,500.00 FOR LOT 12B (ALL INCLUDED), INCLUDING THE INSPECTION AND PERMIT FEE FOR EACH OSSF. LOT 12A IS SERVICED BY AN EXISTING OSSF.

STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA P.E. No. 95534 — 1-12-15 DATE

REPORTE FINAL DE INGENIERIA PARA THE REPLAT OF LOT 12, SANTA CRUZ RANCHES No. 1

POR: ALFONSO QUINTANILLA, P.E.

PROVISION DE AGUA: Descripcion y Costos.

LA SUBDIVISION THE REPLAT OF LOT 12, SANTA CRUZ RANCHES No. 1 ES PROVISTA DE AGUA POTABLE POR LA COMPAÑIA DE AGUA NORTH ALAMO WATER SUPPLY COMPANY, (N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISION Y N.A.W.S.C. SE HA COMPROMETIDO A PROVEER DE AGUA SUFICIENTE A LA SUBDIVISION POR UN PERIODO DE 30 ANOS. 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 DE 8" DE DIAMETRO QUE CORRE POR EL SUR DE MILE 22 ½ ROAD Y UNA LINEA DE AGUA DE 8" DE DIAMETRO QUE CORRE POR EL LADO ESTE DE CALLE CIBOLO DRIVE.

EL SISTEMA DE AGUA PARA LA SUBDIVISION THE REPLAT OF LOT 12, SANTA CRUZ RANCHES No. 1 CONSISTE DE UNA (1) CONDUCTOS INDIVIDUALES DE AGUA DE 3/4" DE PULGADA DE DIÁMETRO PARA LOTE 12A. LOTE 12B ESTA SERVIDO CON UNA EXISTENTE SEVICIO DOBLE DE 1" DE DEAMETRO. FUE CONSTRUIDO DURANTE DE SANTA CRUZ RANCHES No. 1 (REGISTRADO EN VOL. 45 PAGINAS 71-72).

LAS LINEAS DE SERVICIO DE 3/4 PULGADA DE DIAMETRO Y LAS CAJAS DE LOS MEDIDORES DE AGUA SERAN INSTALADOS A UN COSTO TOTAL DE US$ 750.00 O US$ 750.00 POR LOTE. EL DUEÑO DE LA SUBDIVISION A PAGADO ADICIONALMENTE A N.A.W.S.C. LA CANTIDAD DE US$ 1,375.00 , EL CUAL CUBRE EL COSTO DE US$ 1,375.00 POR LOTE. ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACIÓN DE CADA MEDIDOR Y LOS GASTOS DE CONEXIÓN. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑÍA N.A.W.S.C. LO INSTALARA SIN ALGÓN GASTO AL DUEÑO. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: Descripcion y Costos.

EL DRENAJE DE LA SUBDIVISION THE REPLAT OF LOT 12, SANTA CRUZ RANCHES No. 1 TIENE FOSAS SEPTICAS INDIVIDUALES (OSSF) CONSISTIENDO EN UN DISEÑO NORMAL CON DOBLE COMPARTIMIENTO DE FOSA SEPTICA Y UN CAMPO DE DRENAJE EN CADA SOLAR. EL INGENIERO HA INSPECCIONADO, EVALUADO, Y REPORTADO QUE LA UBICACION DE LA SUBDIVISION ES CONVENIENTE PARA FOSAS SEPTICAS. EL REPORTE FUE EXAMINADO Y APROBADO POR EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO.

CADA SOLAR EN LA SUBDIVISION QUE SE PROPONE DEBE SER, AL MENOS DE ½ ACRE DE TAMAÑO. EL LIBRO DE SERVICIOS Y CONSERVACIONES DEL SUELO DEL DEPARTAMENTO DE AGRICULTURA DE LOS ESTADOS UNIDOS (USDA) INDICA UNA MEZCLA DE BARRO ARENOSO. SE REALIZARON UNO (1) PRUEBAS CON AGUJEROS EN AREAS DISTINTAS DE LA SUBDIVISION EL LOTE. (PRUEBAS ADICIONALES NO FUERON NECESARIAS PORQUE EL SUELO ES UNIFORME EN EL AREA DELIMITADA.) EL SUELO ES UNIFORME, DE BARRO ARENOSO, EXTENDIDO A MAS DE 24 PULGADAS BAJO EL FONDO DE CUALQUIER EXCAVACION. NO HAY PRESENCIA DE AGUA SUBTERRANEA BAJO LA CAPA DE 24 PULGADAS DE FONDO DE LAS EXCAVACIONES.

LOTE 12A ESTA SERVIDO CON UNA EXISTENTE FOSA SEPTICA. FUE CONSTRUIDO DURANTE DE SANTA CRUZ RANCHES No. 1 (REGISTRADO EN VOL. 45 PAGINAS 71-72).

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$ 1,500.00, QUE ES EL COSTO TOTAL ESTIMADO PARA INSTALAR UN SISTEMA DE FOSA SEPTICAS EN LOT 12B. EL DUEÑO DE LA SUBDIVISIÓN INCLUIRÁ EL COSTO DE UN SISTEMA DE FOSA SEPTICAS EN EL PRECIO DE VENTA DEL TERRENO.

EN CUALQUIER MOMENTO DESPUÉS DE QUE LOTE 12B 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 AUTORIZACION DE LUZ Y AGUA.

CERTIFICACION:

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

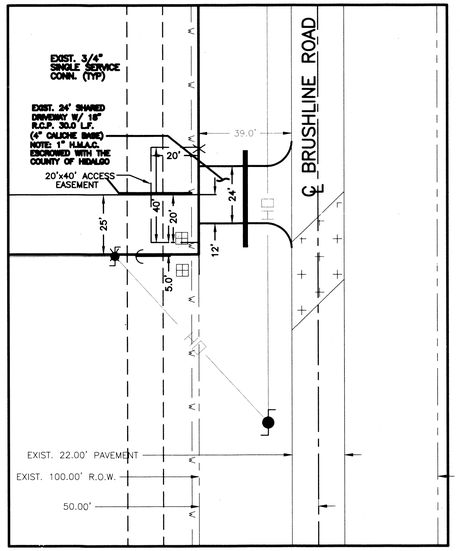
CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA DE AGUA POTABLE SERAN INSTALLADO COMPLETAMENTE INCLUYENDO LA INSTALACION DE LOS CAJAS DE MEDIDORES DE AGUA, A UN COSTO TOTAL DE $2,125.00 POR LOTE 12A. LOTE 12B ESTA SERVIDO CON UNA EXISTENTE SEVICIO

DRENAJE: SE ESTIMA QUE LAS FOSAS SEPTICAS (OSSF) COSTARAN US$ 1,500.00 POR LOTE 12B (TODO INCLUSO), INCLUYENDO EL COSTO DE LA INSPECCION Y EL COSTO DEL PERMISO DE CADA FOSA SEPTICA (OSSF). LOTE 12A ESTA SERVIDO CON UNA EXISTENTE FOSA SEPTICA.

STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA P.E. No. 95534 — 1-12-15 FECHA



SHARED DRIVEWAY DETAIL "A"
SCALE: 1"=30'

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), TOMAS GUZMAN & BEATRIZ GUZMAN VELAZQUEZ SUBDIVIDERS OF THE REPLAT OF LOT 12, SANTA CRUZ RANCHES No. 1 HEREBY CERTIFY SEWER FEES, AS APPLICABLE, HAVE BEEN PAID AND COPIES OF RECEIPTS ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AND THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS TO THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

TOMAS A. GUZMAN
1901 LAKESHORE DRIVE
EDINBURG, TEXAS 78541 — 1-12-15 DATE

BEATRIZ GUZMAN VELAZQUEZ
25217 BRUSHLINE ROAD
EDINBURG, TEXAS 78542 — 1-12-15 DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared TOMAS GUZMAN & BEATRIZ GUZMAN known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and considerations therein stated.

Given under my hand and seal of office this 12th day of January, 2015.

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

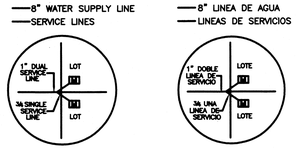
LILIA A. QUINTANILLA– NOTARY PUBLIC

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

WATER METER BOX — 8" WATER SUPPLY LINE — SERVICE LINES

CAJA DE MEDIDOR DE AGUA — 8" LINEA DE AGUA — LINEAS DE SERVICIOS



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS • LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
PHONE 956-381-6480
FAX 956-381-0527
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00
OFFICE@QHAENGINEERING.COM

SHEET NO.	FILENAME: F:\DATA\SUBD.\480.00.\REPLAT OF LOT 12, SANTA CRUZ RANCHES No. 1\RPLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
2 OF 2	9-23-2014	MG		
	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: 02-03-2015

PROPOSED **PUEBLO DE PALMAS PHASE 16** SUBDIVISION, PRECINCT No. **4 .**

ENGINEER: **MELDEN & HUNT, INC.** DEVELOPER: **J. GARY FRISBY**

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

NUMBER OF LOTS: **122** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **On the Northeast corner of Cesar Chavez Rd and Ramseyer Rd.**

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

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **10-04-13** PROPERTY LIES WITHIN FLOOD ZONE: **"X Shaded"** AS PER FEMA.

DRAINAGE DESIGN: **Drainage will be accomplished by a storm drainage pipe system and by excavating a proposed drain ditch within the Northeast subdivision boundary line.**

DISTANCE TO A DRAIN DITCH: **Approx. 3000 feet South of proposed subdivision development**

ROAD R.O.W. DEDICATION: **29.53 feet to Ramseyer Rd and 19.15 feet to Cesar Chavez Rd**

H.C.R.O.W.APPROVED DATE: **10-24-14** : By, **Jesse Ozuna** PCT 4 R.O.W. AGENT

H.C.H.D PRELIMINARY APPROVAL DATE: **10-23-13** by: **Elizardo "Chardo" Ramos,** Environmental Health Division Manager

SEWER SYSTEM: ☒ SANITARY SEWER BY **CITY OF EDINBURG, by Constructing a lift station of Lot 1, pumping West along Ramseyer Rd to an existing manhole on Doolittle Rd.**

WATER SERVICE PROVIDER: **N.A.W.S.C.** LINE SIZE: **12"** LOCATION: **on Ramseyer Road**

H.C.O.E.C. APPROVED DATE: **10-23-13 .**: By **Martin Ramirez, Director of Office of Environmental Compliance**

☒**LARGE CONSTRUCTION**

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

REQUEST FOR FINAL APPROVAL WITH: ☒**A Letter of Credit was submitted with the City of Edinburg**

Financial Institution: **Rio Bank**

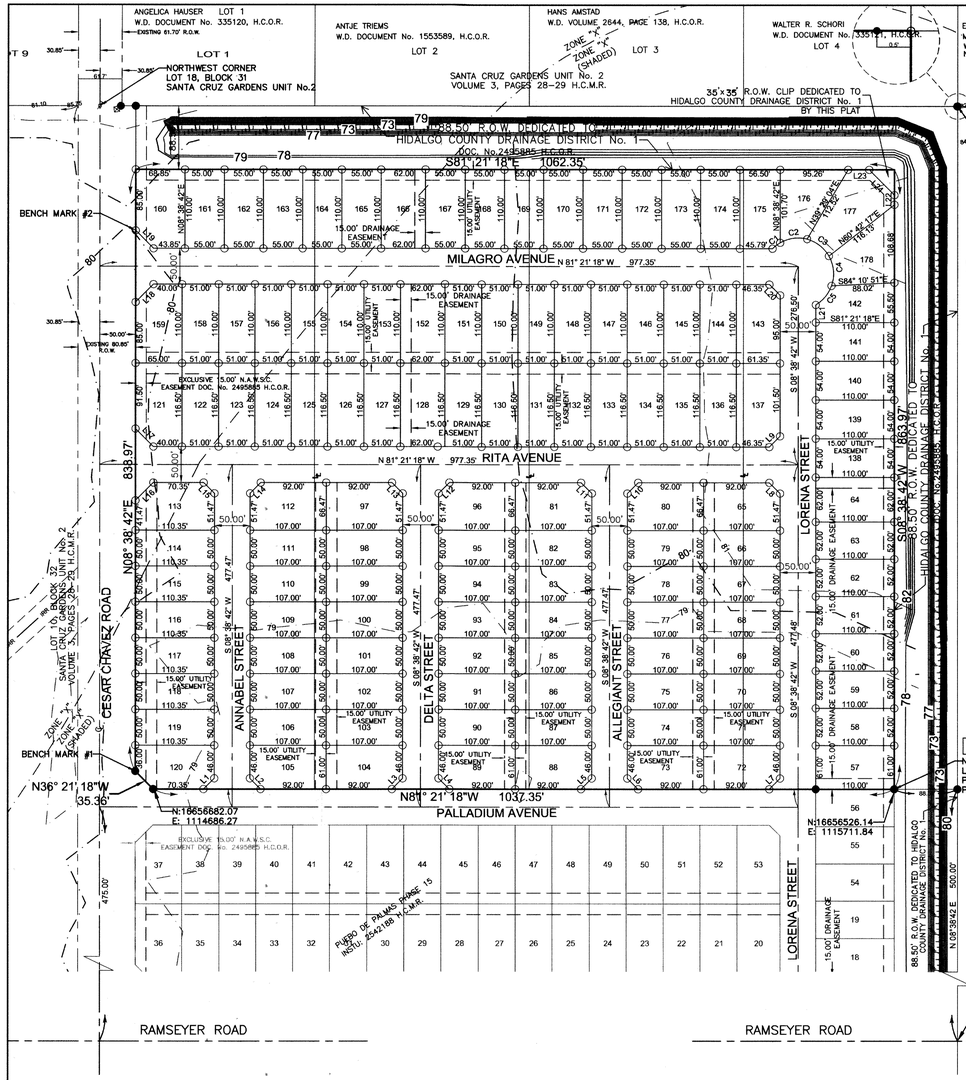
Amount: **$ 176,338.75** *For:* ☒PAVING ☒ TRAFFIC CONTROL SIGNS

STAFF RECOMMENDS: ☐ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **Edinburg .**

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

☒ **Final Approval** *with financial guarantee.*

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



GENERAL PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X" & "X"(SHADED); ZONE "X" AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN. ZONE "X" SHADED AREA OF 500-YEAR FLOOD AND AREA OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THEN ONE FOOT OR WITH DRAINAGE AREAS LESS THEN ONE SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD. COMMUNITY-PANEL NO. 480334 0325 D EFFECTIVE DATE: JUNE 6, 2000 FURTHER REVISED AS PER LOMR DATED MAY 17, 2001.

COMMUNITY-PANEL NO. 480334 0325 D EFFECTIVE DATE: MAY 17, 2001 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR HAVE IDENTIFIED NO OTHER AREAS AS SHOWN ON THIS PLAT ARE WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2. SETBACKS:
FRONT: 25.00 FEET.
REAR: 15.00 FEET OR EASEMENT WHICHEVER IS GREATER
SIDE: 8.00 FEET OR EASEMENT WHICHEVER IS GREATER
CORNER SIDE: 10.00 FEET CORNER GARAGE SIDE: 18.00 FEET
CORNER GARAGE FRONT: 18.00 FEET
CORNER SIDE WHERE R.O.W. IS GREATER THAN 50.00 FEET: 20.00 FEET

3. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT. SINGLE FAMILY RESIDENCES SHALL INCLUDE THE FOLLOWING: MOBILE HOME, TRAVEL TRAILER, FRAME HOME, AND SLAB HOME, NO COMMERCIAL USE SHALL BE ALLOWED.

4. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 24" ABOVE THE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISHED FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS. **DATUM BASE ON SOUTH TEXAS 4205 ELEVATION PER NAVD 88 (GEOID 2003)**
—>B.M. NO. 1 MHI ALUMINUM DISK SET IN CONCRETE ALONG THE NORTHEAST INTERSECTION OF CESAR CHAVEZ ROAD AND PALLADIUM AVENUE. LOCATED AT THE SOUTHWEST CORNER OF LOT 120 OF PUEBLO DE PALMAS PHASE 16 SUBDIVISION. ELEV. 79.75. N:16656710.54, E:1114665.31
—>B.M. NO. 2 MHI ALUMINUM DISK SET IN CONCRETE ALONG THE EAST SIDE OF CESAR CHAVEZ ROAD AT THE SOUTHWEST CORNER OF LOT 160 OF THIS SUBDIVISION. ELEV. 80.00. N:16657456.25, E:1114776.66.

6. THE EXISTING DRAINAGE FOR PUEBLO DE PALMAS PHASE 16 IS PART OF THE MASTER DRAINAGE PLAT FOR PUEBLO DE PALMAS PHASE 15 & 16 SUBDIVISION. THESE IMPROVEMENTS HAVE ALREADY BEEN CONSTRUCTED AS PER THE APPROVED DRAINAGE REPORT FOR PUEBLO DE PALMAS PHASE 15 & 16 SUBDIVISION.

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

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

9. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

10. NO DRIVEWAY LOT ACCESS WILL BE ALLOWED FOR LOTS 113 THROUGH 120, 121, 159 & 160 ONTO CESAR CHAVEZ ROAD.

CITY OF EDINBURG
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.009(C) AND § 212.0115(D)

I, THE UNDERSIGNED, CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, TEXAS HEREBY, CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATION OF THIS CITY WHEREIN MY

2-19-14
DATE

CHAIRMAN PLANNING & ZONING COMMISSION

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY HEALTH DEPARTMENT

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF PUEBLO DE PALMAS PHASE 16 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT

ON _____DAY OF_____, 20____.

ENVIRONMENTAL HEALTH DIVISION MANAGER

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

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF PUEBLO DE PALMAS 16 SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY

COMMISSIONERS COURT ON _____DAY OF_____20____.

HIDALGO COUNTY JUDGE

ATTEST:_____
HIDALGO COUNTY CLERK

RIGHT OF WAY EASEMENT

KNOWN ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND LAY AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE FOR WHICH THE ABOVE-MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED.

IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND DESCRIBED ABOVE FOR THE PURPOSE OF LATERALLY RELOCATING SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED.

THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE A COVENANT RUNNING WITH THE LAND FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT SHE IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS, EXCEPT THE FOLLOWING:

THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF THE TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF, THE SAID GRANTOR HAS EXECUTED THIS INSTRUMENT THE 17th DAY OF December, 20 14

JGF ENTERPRISES, L.P.
(GRANTOR'S SIGNATURE) J. GARY FRISBY, PRESIDENT
JGF LAND CO. INC.
ITS SOLE GENERAL PARTNER

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED J. GARY FRISBY KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 17th DAY OF December 20 14

NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:

LYDIA FLORES
Notary Public
STATE OF TEXAS
My Comm. Exp. June 20, 2018

HIDALGO COUNTY

CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
BY: Godfrey Garza Jr/es
12/23/14

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, J. GARY FRISBY, PRESIDENT OF JGF LAND CO. INC. GENERAL PARTNER OF JGF ENTERPRISES. L.P. AS OWNER OF THE 21.064 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED PUEBLO DE PALMAS PHASE 16 _____, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET(S), PARK, AND EASEMENTS SHOWN HEREIN.
I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

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

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

JGF ENTERPRISES, L.P.

BY: _____ 12/17/14
J. GARY FRISBY, PRESIDENT, JGF LAND CO., INC. DATE:
P. O. BOX 1000
MISSION, TEXAS 78573-1000

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED J. GARY FRISBY
PROVED TO ME THROUGH HIS TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVERS LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 17th DAY OF December, 2014.

NOTARY PUBLIC, STATE OF, TEXAS
MY COMMISSION EXPIRES:

LYDIA FLORES
Notary Public
STATE OF TEXAS
My Comm. Exp. June 20, 2018

STATE OF TEXAS
COUNTY OF HIDALGO

I, FRED L. KURTH, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED.

12-17-14
FRED L. KURTH, PE # 54151
DATE PREPARED: SEPTEMBER 15, 2014
JOB No. (ENG.) 14107.00
BY: CIRO

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS
FRED L. KURTH
54151
LICENSED
PROFESSIONAL ENGINEER

STATE OF TEXAS
COUNTY OF HIDALGO

I, FRED L. KURTH A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PLAT AND DESCRIPTION OF THE PUEBLO DE PALMAS PHASE 16 WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND ON 7/15/13 BY ME OR UNDER MY SUPERVISION.

12-17-14
FRED L. KURTH, RPLS # 4750
DATE SURVEYED: 07-15-13
BOOK T-955, PGS. 5-6,9-10
JOB No. (SUR.) 13084.08

STATE OF TEXAS
REGISTERED
FRED L. KURTH
4750
PROFESSIONAL LAND SURVEYOR

APPROVED BY IRRIGATION DISTRICT

THIS PLAT APPROVED BY SANTA CRUZ IRRIGATION DISTRICT No. 15 ON THIS 17th DAY OF November, 2014 SUBJECT TO THE FOLLOWING
1.) NO BUILDINGS ALLOWED ON TOP OF AN IRRIGATION LINE;
2.) FIFTEEN FOOT (15') EASEMENT ON EACH SIDE OF IRRIGATION LINE OR CANAL;
3.) ALL LOTS SUBJECT TO RULES, REGULATION, RIGHTS-OF-WAY AND EASEMENTS OF DISTRICT; AND
4.) IF SUBDIVISION IS NOT EXCLUDED FROM DISTRICT AND IRRIGATION TO INDIVIDUAL LOTS IS DESIRED, EASEMENTS FOR NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST DISTRICT DELIVERY POINT SHALL BE PROVIDED, THE LOT OWNER, BEING RESPONSIBLE TO INSTALL NECESSARY FACILITIES.

SECRETARY PRESIDENT

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

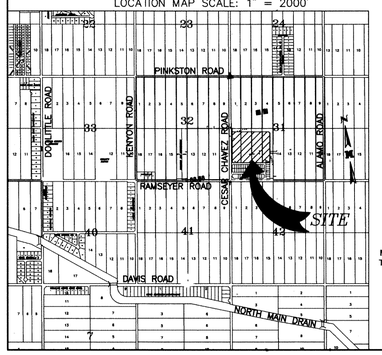
SUBDIVISION MAP OF

PUEBLO DE PALMAS PHASE 16

BEING A RESUBDIVISION OF 21.064 ACRES
BEING PART OR PORTION OF LOTS 15 THROUGH 18, BLOCK 31
OUT OF SANTA CRUZ GARDENS UNIT #2
VOLUME 8, PAGES 28-29, H.C.M.R.
HIDALGO COUNTY, TEXAS.

PRINCIPAL CONTACTS	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	JGF LAND CO. INC. J. GARY FRISBY, PRESIDENT	P.O. BOX 1000	MISSION, TX 78573	956-583-1114	956-583-8343
ENGINEER:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839
SURVEYOR:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839

LOCATION MAP SCALE: 1" = 2000'



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

PUEBLO DE PALMAS PHASE 16 IS LOCATED IN THE MID-CENTRAL PART OF HIDALGO COUNTY APPROXIMATELY 500.00 FEET NORTH OF THE INTERSECTION OF RAMSEYER ROAD & CESAR CHAVEZ ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY EDINBURG (POPULATION 77,100). PUEBLO DE PALMAS PHASE 16 LIES 2 MILES FROM THE CITY LIMITS (AND IS WITHIN THE 2 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001 AND 42.021. THIS SUBDIVISION FALLS WITHIN PRECINCT 4.

DRAWN BY: CIRO	DATE:	10-30-14
IRRIGATION, CHECKED	DATE:	
SURVEYED, CHECKED	DATE:	10-30-14
FINAL CHECK	DATE:	12-16-14

MELDEN & HUNT, INC.
TEXAS REGIST. F-1435
MELDEN & HUNT INC.
CONSULTANTS ENGINEERS SURVEYORS
115 w. McINTYRE, EDINBURG, TX. 78541 — OFF: (956) 381-0981, FAX: (956) 381-1839
227 N. F.M. 3167, RIO GRANDE CITY, TX. 78582 — OFF: (956) 487-8256, FAX: (956) 488-8591
E-MAIL: www.meldenandhunt.com — ESTABLISHED 1947

LEGEND

- ● FOUND No.4 REBAR
- ○ SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
- SET PK NAIL

R.O.W. - RIGHT OF WAY
P.O.B. - POINT OF BEGINNING
N.E. COR. - NORTHEAST CORNER
N.W. COR. - NORTHWEST CORNER
S.W. COR. - SOUTHWEST CORNER
H.C.M.R. - HIDALGO COUNTY MAP RECORDS

INDEX TO SHEET OF PUEBLO DE PALMAS PHASE 16

SHEET 1: HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP: LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; ENGINEERING CERTIFICATION CITY; APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; REVISION NOTES, IRRIGATION DISTRICT, H.C.D.D. No. 1., **N.A.W.S.C. - ROW. EASEMENT DEDICATION**, HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE;

SHEET 2: ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER / OSSF AND ENGINEERS CERTIFICATION (ENGLISH AND SPANISH VERSION), WATER DETAILS;

SHEET 3: SANITARY SEWER LAYOUT; DETAILS

SHEET 4: MAP OF TOPOGRAPHY AND DRAINAGE; DRAINAGE DITCH, REVISION NOTES, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE, ENGINEERING CERTIFICATION, STREET DETAILS; STORM DRAINAGE CONSTRUCTION DETAILS.

Lot Area Table		
Lot #	SQ. FT.	Area
57	6,820.00	0.123
58-63	5,720.00	0.147
64	6,820.00	0.123
65,80	6,999.63	0.161
66-71	5,350.00	0.123
72-73	6,414.50	0.156
74-79	5,350.00	0.131
81; 96	6,999.63	0.156
82,87	5,350.00	0.161
88-89	6,414.64	0.123
90-95	5,350.00	0.145
97-112	6,999.79	0.123
98-103	5,350.00	0.161
104-105	6,414.64	0.147
106-111	5,350.00	0.123
113	6,909.80	0.159
114-119	5,517.50	0.127
120	6,306.50	0.145
121	7,260.00	0.167

Lot Area Table		
Lot #	SQ. FT.	Area
122-127	5,941.50	0.136
128	7,223.00	0.166
129-136	5,941.50	0.136
137	7,034.77	0.159
138-141	5,940.00	0.136
142	5,454.76	0.125
143	6,636.00	0.152
144-151	5,610.00	0.129
152	6,820.00	0.152
153-158	5,610.00	0.129
159	6,837.50	0.157
160	7,261.00	0.167
161-165	6,050.00	0.139
166	6,820.00	0.157
167-174	6,050.00	0.139
175	6,166.53	0.142
176	6,416.98	0.147
177	7,567.81	0.174
178	6,685.19	0.153

DESCRIPTION OF PUEBLO DE PALMAS PHASE 16

METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 21.064 ACRES SITUATED IN THE COUNTY OF HIDALGO, TEXAS, BEING A PART OR PORTION OF LOTS 15 THROUGH 18, BLOCK 31, SANTA CRUZ GARDENS UNIT #2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 8, PAGES 28-29, HIDALGO COUNTY MAP RECORDS, SAID 21.064 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A No. 4 REBAR FOUND AT THE NORTHEAST CORNER OF LOT 56, PUEBLO DE PALMAS PHASE 15 FOR THE SOUTHEAST CORNER OF THIS TRACT;

1. THENCE, N 81° 21' 18" W ALONG THE NORTH BOUNDARY LINE OF SAID PUEBLO DE PALMAS PHASE 15, AND ACROSS LOTS 15-18, BLOCK 31, A DISTANCE OF 1037.35 FEET TO A No. 4 REBAR FOUND FOR THE SOUTHERNMOST SOUTHWEST CORNER OF THIS TRACT;
2. THENCE, N 36° 21' 18" W ALONG A CLIP LINE A DISTANCE OF 35.36 FEET TO THE A No. 4 REBAR FOUND ON THE EAST RIGHT-OF-WAY LINE OF CESAR CHAVES ROAD, FOR THE NORTHERNMOST SOUTHWEST CORNER OF THIS TRACT;
3. THENCE, N 08° 38' 42" E ALONG THE EAST RIGHT-OF-WAY LINE OF CESAR CHAVEZ ROAD, A DISTANCE OF 838.97 FEET TO A NO. 4 REBAR SET FOR THE NORTHWEST CORNER OF THIS TRACT;
4. THENCE, S 81° 21' 18" E A DISTANCE OF 1062.35 FEET TO A NO. 4 REBAR SET FOR THE NORTHEAST CORNER OF THIS TRACT;
5. THENCE, S 08° 38' 42" W ALONG THE WEST LINE OF AN HIDALGO COUNTY DRAINAGE DISTRICT No. 1 RIGHT-OF-WAY, A DISTANCE OF 863.97 FEET TO THE POINT OF BEGINNING, AND CONTAINING 21.064 ACRES OF LAND, MORE OR LESS.

Lot Line Table		
Line #	Length	Direction
L1	21.21'	S53° 38' 42"W
L2	21.21'	N36° 21' 18"W
L3	21.21'	S53° 38' 42"W
L4	21.21'	N36° 21' 18"W
L5	21.21'	S53° 38' 42"W
L6	21.21'	N36° 21' 18"W
L7	21.21'	S53° 38' 42"W
L8	21.21'	S36° 21' 18"E
L9	21.21'	S53° 38' 42"W
L10	21.21'	N53° 38' 42"E
L11	21.21'	S36° 21' 18"E
L12	21.21'	N53° 38' 42"E
L13	21.21'	S36° 21' 18"E
L14	21.21'	N53° 38' 42"E
L15	21.21'	S36° 21' 18"E

Lot Line Table		
Line #	Length	Direction
L16	35.36'	N53° 38' 42"E
L17	35.36'	N36° 21' 18"W
L18	35.36'	N53° 38' 42"E
L19	35.36'	N36° 21' 18"W
L20	21.21'	S36° 21' 18"E
L21	24.67'	N08° 38' 42"E
L22	13.44'	S08° 38' 41"W
L23	29.43'	S81° 21' 18"E
L24	49.97'	S36° 19' 37"E

Curve Table						
Curve #	Delta	Length	Radius	Chord Direction	Chord Length	Tangent
C1	015° 34' 20"	13.59'	50.00'	S60° 51' 29"W	13.55'	6.84'
C2	044° 34' 01"	38.89'	50.00'	N89° 04' 21"W	37.92'	20.49'
C3	045° 41' 27"	39.87'	50.00'	N43° 56' 37"W	38.82'	21.06'
C4	049° 23' 14"	43.10'	50.00'	N3° 35' 44"E	41.78'	22.99'
C5	040° 21' 21"	35.22'	50.00'	N48° 28' 01"E	34.49'	18.37'

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

PUEBLO DE PALMAS PHASE 16 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 12" DIAMETER WATER LINE RUNNING ALONG THE EAST SIDE OF THE RIGHT-OF-WAY OF CESAR CHAVEZ ROAD WITHIN A N.A.W.S.C. EASEMENT DOC. No. 2495885 H.C.O.R. WHICH RUNS NORTH FROM RAMSEYER ROAD THEN EAST ALONG THE NORTH RIGHT-OF-WAY OF PALLADIUM AVENUE AS AN 8" WATER LINE THEN RUNS SOUTH ALONG THE WEST RIGHT-OF-WAY OF LORENA STREET AS AN 8" WATER LINE. THE WATER SYSTEM FOR PUEBLO DE PALMAS PHASE 16 CONSISTS OF 1-12" DIAMETER WATER LINE AND 4-8" DIAMETER WATER LINE THAT TAPS INTO THE EXISTING 12" AND 8" WATER LINE PREVIOUSLY MENTION. A 12" LINE CONNECT TO THE EXISTING 12" WATER LINE ALONG THE EAST SIDE OF CESAR CHAVEZ ROAD RUNS NORTH ENDING WITH A 2" FLUSH VALVE ALONG THE NORTH RIGHT-OF-WAY OF 88.50 FOOT HIDALGO COUNTY DRAINAGE DISTRICT DITCH. 3-8" WATER LINE CONNECT TO THE EXISTING 8" WATER LINE ALONG THE NORTH SIDE OF PALLADIUM AVENUE RUNNING NORTH ALONG THE EAST RIGHT-OF-WAY SIDE OF ANNABEL STREET , DELTA STREET, AND ALLEGIANT STREET CONNECTING TO A PROPOSED 8" WATER LINE ON RITA AVENUE. ANOTHER 8" WATER LINE CONNECTS TO THE 8" WATER LINE ALONG THE WEST SIDE OF LORENA STREET RUNNING NORTH THEN RUNS WEST ALONG THE SOUTH RIGHT-OF-WAY OF MILAGRO AVENUE CONNEING TO THE PREVIOUSLY MENTION 12" WATER LINE ALONG THE EAST SIDE OF CESAR CHAVEZ ROAD. ANOTHER 8" WATER LINE TAPS INTO THE EXISTING 12" WATER LINE RUNS EAST ALONG THE NORTH RIGHT-OF-WAY OF RITA AVENUE CONNECTING TO THE 8" WATER LINE PREVIOUSLY MENTION ON LORENA STREET.

WATER DISTRIBUTION FOR THE PUEBLO DE PALMAS PHASE 16 CONSISTS OF FIFTY-ONE -1" DIAMETER DUAL SERVICE LINES RUN TO PAIRS OF LOTS BEFORE SPLITTING INTO ¾" DIAMETER SERVICE LINES AND TWENTY -¾" DIAMETER SINGLE SERVICE LINES SERVICING 20 SINGLE LOTS. SAID SERVICES TERMINATE AT THE WATER METER BOXES FOR EACH LOT. THE 12", 8" WATER LINES, THE DUAL SERVICES AND ¾" SINGLE SERVICES, AND THE METER BOXES HAVE ALREADY BEEN INSTALLED, AT A TOTAL COST OF $ 136,488.47. OR $ 1,118.75 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $ 132,750.00, WHICH COVERS THE $ 1,088.11 COST PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C. UPON REQUEST BY THE LOT OWNER, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE SUBDIVIDER HAS INSTALLED 5 FIRE HYDRANTS AT A UNIT COST OF $ 3,500.00 FOR A TOTAL COST OF $ 21,000.00. 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.

WASTEWATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

PUEBLO DE PALMAS PHASE 16 WILL BE TREATED BY WASTEWATER SERVICE FROM CITY OF EDINBURG. THE SUBDIVIDER AND CITY OF EDINBURG HAVE ENTERED INTO A CONTRACT IN WHICH CITY OF EDINBURG HAS PROMISED TO TREATE THE SUFFICIENT WASTEWATER FOR AT LEAST 30 YEARS AND CITY OF EDINBURG HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WASTEWATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

CITY OF EDINBURG HAS AN EXISTING 12" SANITARY SEWER LINE ALONG THE EAST SIDE OF CESSAR CHAVEZ ROAD RIGHT-OF-WAY. THE 12' SANITARY SEWER LINE CONNECT TO AN EXISTING LIFT STATION ON LOT 1 OF PUEBLO DE PALMAS PHASE 15 AS RECORDED IN INSTRUMENT 2542188 H.C.M.R. THEN RUNS NORTH ENDING ALONG THE NORTH RIGHT-OF-WAY OF PALLADIUM AVENUE. THE WASTEWATER SYSTEM FOR PUEBLO DE PALMAS PHASE 16 CONSISTS OF A 12" SANITARY SEWER WHICH CONNECTS TO THE EXISTING 12" SANITARY SEWER LINE AND RUNS NORTH TO THE NORTH RIGHT-OF-WAY OF 88.50 FOOT HIDALGO COUNTY DISTRICT DITCH ENDING WITH A 12" CAP. ANOTHER 8" LINE TAPS INTO A 48" MANHOLE ON CESAR CHAVEZ ROAD AND RUNS EAST ALONG THE NORTH SIDE OF RITA AVENUE RIGHT-OF-WAY CONNECT WITH A 48" MANHOLE AT THE SOUTHWEST CORNER OF LOT 138. AN 8" SANITARY SEWER LINE ALONG THE EAST RIGHT-OF-WAY OF LORENA STREET EXTEND FROM THE PREVIOUSLY MENTION 48" MANHOLE TO THE NORTH AND SOUTH ENDING WITH A 48" MANHOLE AT THE NORTHWEST CORNER OF LOT 57 AND ON THE SOUTHWEST CORNER LOT 177. ANOTHER 3-8" SANITARY SEWER LINE CONNECT TO 48" MANHOLE ALONG THE SOUTH RIGHT-OF-WAY OF RITA AVENUE EXTENDING TO THE SOUTH AND END WITH A 48" MANHOLE AT THE NORTHEAST CORNER OF LOTS 120, 105 AND 88. AN 8" SEWER LINE CONNECT TO A 48" MANHOLE ALONG THE EAST SIDE OF CESAR CHAVEZ ROAD RUNS EAST ALONG THE NORTH RIGHT-OF-WAY OF MILAGRO AVENUE ENDING WITH A 48" MANHOLE AT THE SOUTHWEST CORNER OF LOT 175. AN 8" SEWER LINE CONNECT TO A 48" MANHOLE ALONG THE EAST SIDE OF CESAR CHAVEZ ROAD RUNS WEST CROSSING CESAR CHAVEZ ROAD ENDING WITH A CAP FOR FUTURE EXTENSION. FROM THE 8" LINE, ONE HUNDRED TWENTY-TWO (122) 4" DIAMETER SEWER SERVICE LINES RUN FOR EACH LOT.

THE 12", 8" LINE, 4" SERVICE LINE AND FOURTEEN (14) 48" SANITARY SEWER MANHOLES HAVE BE INSTALLED, AT A TOTAL COST OF $180,264.00 OR $ 1,477.57 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID THE CITY OF EDINBURG THE SUM OF $ 11,590.00, WHICH COVERS THE $ 95.00 PER LOT AS STATED IN THE 30 YEAR WASTE WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF THE SERVICES AND ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO THE CITY OF EDINBURG THE ENTIRE WASTE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY THE CITY OF EDINBURG AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

ENGINEER CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL WATER AND SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES – THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $ 269,238.47 WHICH EQUALS TO $ 2,206.87 PER LOT.

SEWAGE FACILITIES – THESE FACILITIES FULLY CONSTRUCTED WILL COST A GRAND TOTAL OF $ 191,854.00 WHICH EQUALS TO $ 1,572.57 PER LOT.

ENGINEER'S SIGNATURE — DATE 12-17-14

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS
FRED L. KURTH
54151
LICENSED
PROFESSIONAL ENGINEER

FINAL WATER AND SEWER ENGINEERING REPORT IN SPANISH
PROVISIÓN DE AGUA: DESCRIPCIÓN, GASTOS Y FECHAS DE INICIO

LA SUBDIVISIÓN PUEBLO DE PALMAS PHASE 15 RECIBIRÁ SU PROVISIÓN DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (LA COMPAÑÍA DE AGUA N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISIÓN Y N.A.W.S.C. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ SU PROVISIÓN DE AGUA POR LOS PRÓXIMOS 30 AÑOS. N.A.W.S.C. HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.

N.A.W.S.C. TIENE UN CONDUCTO DE AGUA DE 12 PULGADAS DENTO UNA CONSECION EXCLUSIVO DE N.A.W.S.C. EN EL LADO ESTE DE CESAR CHAVEZ ROAD, Y CORRE DE RAMSEYER ROAD AL NORTE LUEGO CAMINA AL ESTE EN LADO NORTE DEL DERICHO DE VIA DE PALLADIUM AVENUE LUEGO CAMINA AL SUR EN EL LADO OESTE DEL DERICHO DE VEIA DE LORENA STREET. EL SISTEMA DE AGUA PARA PUEBLO DE PALMAS PHASE 16 CONSISTE DE 1 CONDUCTO DE 12 PULGADAS Y CUATRO CONDUCTO DE AGUA DE 8 PULGADAS DE DIÁMETRO. UN CONDUCTO DE 12 PULGADAS SE CONNECTARON A LA CONDUCTA DE 12 PULGADAS DE DIAMETRO LUEGO CAMINA AL NORTE DENTO UN CONSECTION EXCLUSIVA DE N.A.W.S.C. TERMINADO EN EL LADO NORTE DEL DERICO DE VIA DE 88.50 FOOT HIDALGO COUNTY DRAINAGE DISTRICT CON UNA VARVULA DE 2 PULGADAS. 3-CONDUCTA DE 8 PULGADAS SE CONNECTA A LA CONDUCTA EXISTENTE DE 8 PULGADAS EN EL LADO NORTE DE DERRICHO DE VIA DE PALLADIUM AVENUE SIGEN AL NORTE CORRE 535.00 PIPES POR EL LADO ESTE DEL DERECHO DE VIA DE LA CARRETERA ANNABEL STREET, DELTA STREET AND ALLEGIANT STREET LUEGO CONNECTANDO CON UN CONDUCTO DE 8 PULGADAS EN EL DADO NORTE DE DERECHO DE VIA DE RITA AVENUE. OTRA CONDUCTOS DE AGUA DE 8 PULGADAS DE DIÁMETRO SE CONNECTA AL CONDUCTO DE 8 PULGADAS EN EL LADO OESTE DEL DERECHO DE VIA DE LORENA STREET CORRIENDO AL NORTE EL CUAL CORRE AL OESTE EN EL LADO SUR DEL DERICHO DE VIA DE MILAGRO AVENUE, CONECTÁNDOSE CON LA LÍNEAS DE AGUA DE 12 PULGADAS DE DIÁMETRO PREVIAMENTE MENCIONADA LOCALIZADA AL LADO ESTE DE CESAR CHAVEZ ROAD. OTRO CONDUCTO DEL 8" PULGADAS SE CONNETA A LA LINEA DE 12 PULGADAS CORRE AL ESTE EN EL LADO NORTE DEL DERICHO DE VIA DEL RITA AVENUE Y SE CONNECTA A LA LINEA DE 8 PULGADAS EN EL LADO OESTE DE LORENA STREET.

LA DESTIBUSION DE AGUA PARA PUEBLO DE PALMAS PHASE 16 CONSISTE DE SENQUENTA-UN DOBLE-CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO PARA CADA DOS LOTES SE SEPARAN PARA PRODUCIR DOS CONDUCTOS DE AGUA DE ¾ DE PULGADA DE DIÁMETRO PARA CADA LOTE Y VENTE CONDUCTOS INDIVIDUALES DE AGUA DE ¾ DE PULGADA DE DIÁMETRO PARA CADA LOTE. LOS CONDUCTOS DE 12 Y 8 PULGADAS DE DIÁMETRO SE HAN INSTALADO, LOS DOBLE-CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO, EL CONDUCTO DE ¾ DE PULGADA DE DIÁMETRO, Y LOS MEDIDORES MECÁNICOS DE AGUA A UN COSTO TOTAL DE $ 136,488.47 O $ 1,118.75 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA COMPAÑÍA N.A.W.S.C. $ 132,750.00, QUE CUBRE EL COSTO DEL MEDIDOR MECÁNICO DE AGUA PARA CADA LOTE, $1,088.11. 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 ALGÓN GASTO AL DUEÑO. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN HA INSTALADO 5 BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE $ 3,500.00 POR CADA UNO CUAL GASTA UN CANTIDAD TOTAL $21,000.00. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: DESCRIPCIÓN, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISIÓN

LA SUBDIVISIÓN PUEBLO DE PALMAS PHASE 16 RECIBIRÁ SU PROVISIÓN DE DRENAJE SANITARIO DE CITY OF EDINBURG. EL DUEÑO DE LA SUBDIVISIÓN Y LA CIUDAD DE EDINBURG HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ SU PROVISIÓN DE DRENAJE SANITARIO POR LOS PRÓXIMOS 30 AÑOS. LA CIUDAD DE EDINBURG HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE DRENAJE SANITARIO ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.

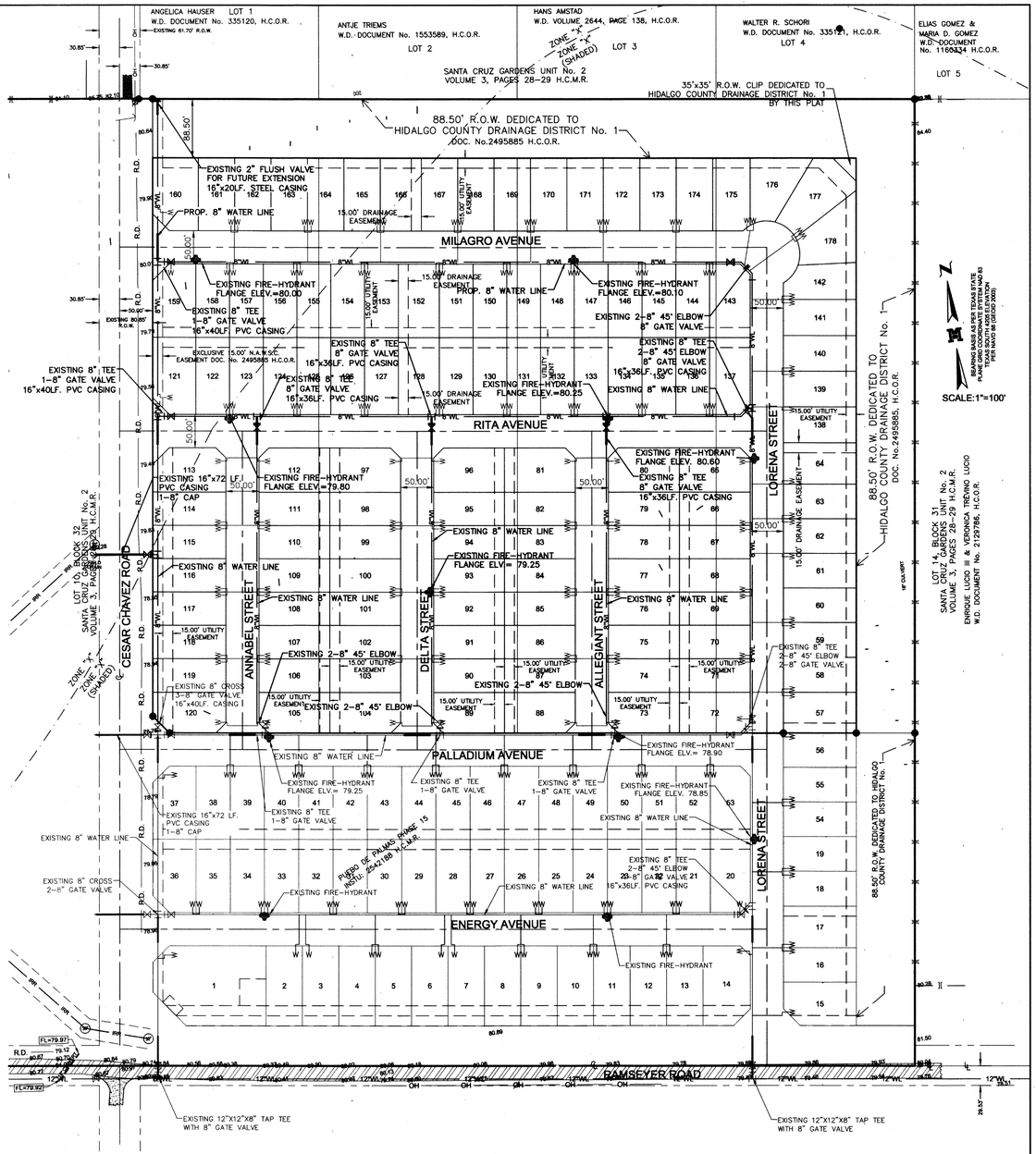
EL SISTEMA DE PROVISIÓN DE DRENAJE SANITARIO PARA LA SUBDIVISIÓN PUEBLO DE PALMAS PHASE 16 CONSISTE DE UNA LINEA EXISTENTE DE 12 PULGADAS LOCALIZADO AL LADO ESTE DEL DERICHO DE VIA DE CESAR CHAVEZ ROAD. EL SISTEMA DE PROVISIÓN DE DRENAJE SANITARIO DE LA SUBDIVISIÓN PUEBLO DE PALMAS PHASE 16 CONSISTE UN SISTEMA DE UN CONDUCTO DE DRENAJE DE 12" DE DIÁMETRO QUE SE CONECTA AL LINEA EXISTENTE DE 12" Y CORRE AL NORTE EN EL LADO ESTE DE CESAR CHAVEZ ROAD TERMINANDO CON UN TAPON DE 12" EN EL LADO NORTE DE DERECHO DE VIA DEL 88.5' HIDALGO COUNTY DRAINAGE DISTRICT. UN CONDUCTO DE 8" SE CONNECTO A UN ALCANTARILLA DE 48" EN EL LADO ESTE DE CESAR CHAVEZ ROAD Y CORE AL ESTE AL LADO SUR DEL DERICHO DE VIA DE RITA AVENUE TERMINANDO CON UN ALCANTARILLA DE 48" EN EL SUROESTE DE LOTE 138. OTRA LÍNEA DE 8" CUAL EN EL LADO ESTE DEL DERICHO DE VIA DE LORENA STREET SE EXTENDERA AL NORTE Y EL SUR TERMINARA CON UNA ALCANTARILLA DE 48" DE DIÁMETRO LOCALIZADA AL NORTEOESTE DE LOTE 57 Y SUROESTE DE LOTE 177. ORTOS 3 CONDUCTOS SE CONECTAN CON 3-ALCANTARILLA DE 48" EN EL LADO SUR DE RITA AVENUE SIGUEN AL OESTE DE ANNABEL STREET, DELTA STREET Y ALLEGIANT STREET TERMINANDO CON ALCONTARILLA EL LADO NORTEESTE DE LOTES 120, 104 Y 88. OTRO CONDUCTO DE DRENAJE DE 8" DE DIÁMETRO SE CONNECTA A UN ALCANTARILLA DE 48" EN EL LADO ESTE DE CESAR CHAVEZ ROAD SEGUE AL ESTE EN EL LADO NORTE DEL DERICHO DE VIA DE MILAGRO AVENUE TERMINANDO CON UN ALCANTARILLA DE 48" EN EL SUROESTE DE LOT 175. DE ESTAS LÍNEAS DE DRENAJE SANITARIO DE 8" CIENTO VENTE-DOS (122) LÍNEAS DE SERVICIO DE 4 PULGADAS SERÁN EXTENDIDAS HA CADA LOTE.

LA LÍNEAS DE 12 Y 8 PULGADAS, Y CATORSE (14) ALCANTARILLAS HAN SIDO INSTALADAS, HA UN COSTO TOTAL DE $ 180,264.00 O $ 1,477.57 POR LOTE. DE DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA COMPAÑÍA N.E.W.S.C. UN COSTO TOTAL DE $ 11,590.00, O $95.00 POR LOTE. EL SISTEMA DE DRENAJE SANITARIO ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

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

AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECÁNICO DE AGUA QUE COSTARA UN TOTAL DE $ 269,238.47 O $ 2,206.87 POR LOTE.

DRENAJE: SE ESTIMA QUE EL DRENAJE COSTARA UN COSTO TOTAL DE $ 191,854.00 O $ 1,572.57 POR LOTE.



TYPICAL DETAILS OF SERVICE LINES AND WATER METER BOX

LEGEND:
PROPOSED DUAL WATER SERVICE
PROPOSED SINGLE WATER SERVICE

DETALLE TIPICO DE LINEAS DE SERVICIO Y MEDIDORES DE AGUA

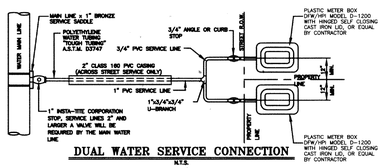
LEYENDA
SERVICIO DOBLE DE AGUA PROPUESTO
SERVICIO INDIVIDUAL DE AGUA PROPUESTO

COST ESTIMATE:

PAVING IMPROVEMENTS:	$ 296,085.80
DRAINAGE IMPROVEMENTS:	$ 47,151.00
WATER DISTRIBUTION:	$ 136,488.47
SANITARY SEWER IMPROVEMENTS:	$ 180,264.00

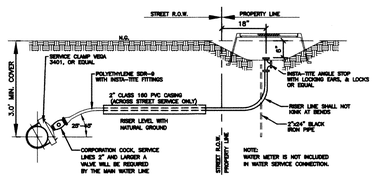
ESTIMACION DE COSTOS:

PAVIMENTACION DE CALLES:	$ 296,085.80
DRENAJE PLUVIAL:	$ 47,151.00
SERVICIO DE AGUA POTABLE:	$ 136,488.47
SERVICIO DE DRENAJE SANITARIO:	$ 180,264.00

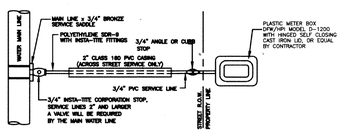


DUAL WATER SERVICE CONNECTION
N.T.S.

NOTE: IF UTILITY EASEMENT IS DEDICATED AT THE FRONT OF THE LOT, THE LOCATION OF THE ANGLE STOP IS TO BE DETERMINED BY N.A.W.S.C. AND THE ENGINEER.



TYPICAL WATER SERVICE CONNECTION ELEVATION
N.T.S.



SINGLE WATER SERVICE CONNECTION
N.T.S.

MAP OF WATER DISTRIBUTION SYSTEM
MAPA DE SISTEMA DE DISTRIBUCION DE AGUA

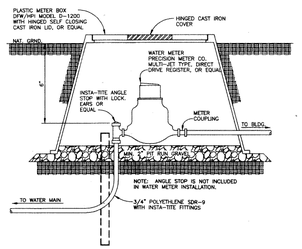
SUBDIVISION MAP OF

PUEBLO DE PALMAS PHASE 15

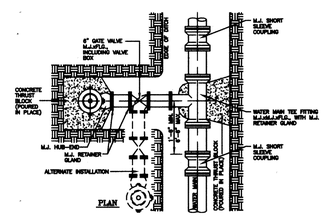
BEING A RESUBDIVISION OF 21.064 ACRES
BEING PART OR PORTION OF LOTS 15 THROUGH 18, BLOCK 31
OUT OF SANTA CRUZ GARDENS UNIT #2
VOLUME 8, PAGES 28-29, H.C.M.R.
HIDALGO COUNTY, TEXAS.

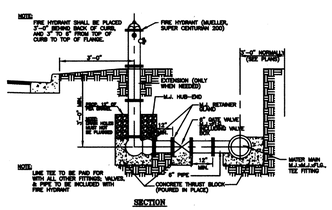
MELDEN & HUNT, INC.
TEXAS REGIST. F-1435

MELDEN & HUNT INC.
CONSULTANTS ENGINEERS SURVEYORS
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EDINBURG, TX. 78541 — FAX: (956) 381-1839
227 N. F.M. 3167 — OFF: (956) 487-8256
RIO GRANDE CITY, TX. 78582 — FAX: (956) 488-8591
E-MAIL: www.meldenandhunt.com — ESTABLISHED 1947



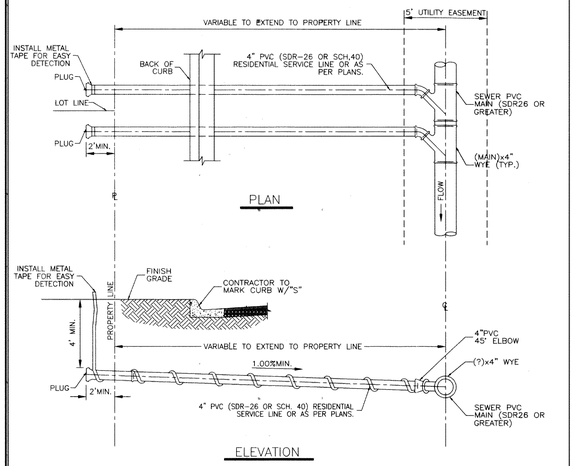
TYPICAL WATER METER INSTALLATION
N.T.S.





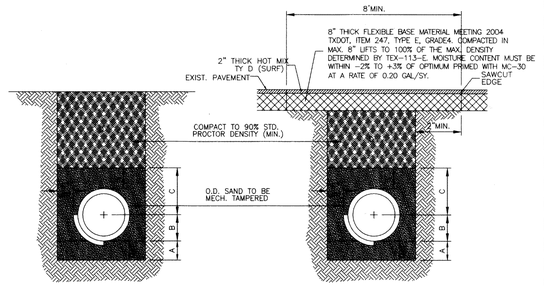
TYPICAL FIRE HYDRANT INSTALLATION
N.T.S.

Y:\Land Development\Residential\Edinburg\14107 - Pueblo de Palmas 16\14107.00 - Plat Dev-Report-General\AutoCad Files\DWG\Pueblo 16.dwg, 12/16/2014 4:50:17 PM, ciro, NEW KIP PLOTTER.pc3



S-1 TYPICAL RESIDENTIAL SEWER SERVICE DETAIL
(RESIDENTIAL AND DUPLEX ONLY)

NOTE: SEE DETAIL S-5 FOR BACKFILL REQUIREMENTS.



STANDARD PIPE BEDDING (MAIN & SERVICE LATERALS)

APPLICABLE BENEATH FUTURE/UNPAVED STREETS

A. SAND BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW LINE OF PIPE. (MIN. THICKNES = 6")

B. SAND BACK FILL PLACED AFTER PIPE IS LAID FROM BOTTOM OF PIPE TO SPRING LINE OF PIPE. (4" LIFTS, MECH. TAMPED).

C. SAND BACK FILL PLACED FROM SPRING LINE OF PIPE TO 6" ABOVE TOP OF PIPE. (6" LIFTS, MECH. TAMPED).

D. FILL TRENCH W/SELECT BACKFILL, W/12" LIFTS COMPACT TO 90% STD. PROCTOR.
FOUNDATION PREPARATION (WELL POINTS, GRAVEL OR CEMENT STABILIZATION, OR APPROVED SUBSTITUTE)
SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE.

BACK FILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENTS AND COMPACTED TO 95% STANDARD PROCTOR DENSITY, THE THICKNESS OF EACH LOOSE LAYER SHALL BE SAND, APPROVED SITE SOIL OR OTHER APPROVED SUBSTITUTE.

STANDARD PIPE BEDDING (MAIN ONLY)

(PARALLEL WITHIN EXIST. STREET)

A. SAND BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW LINE OF PIPE. (MIN. THICKNES = 6")
B. SAND BACK FILL PLACED AFTER PIPE IS LAID FROM BOTTOM OF PIPE TO SPRING LINE OF PIPE. (4" LIFTS, MECH. TAMPED).

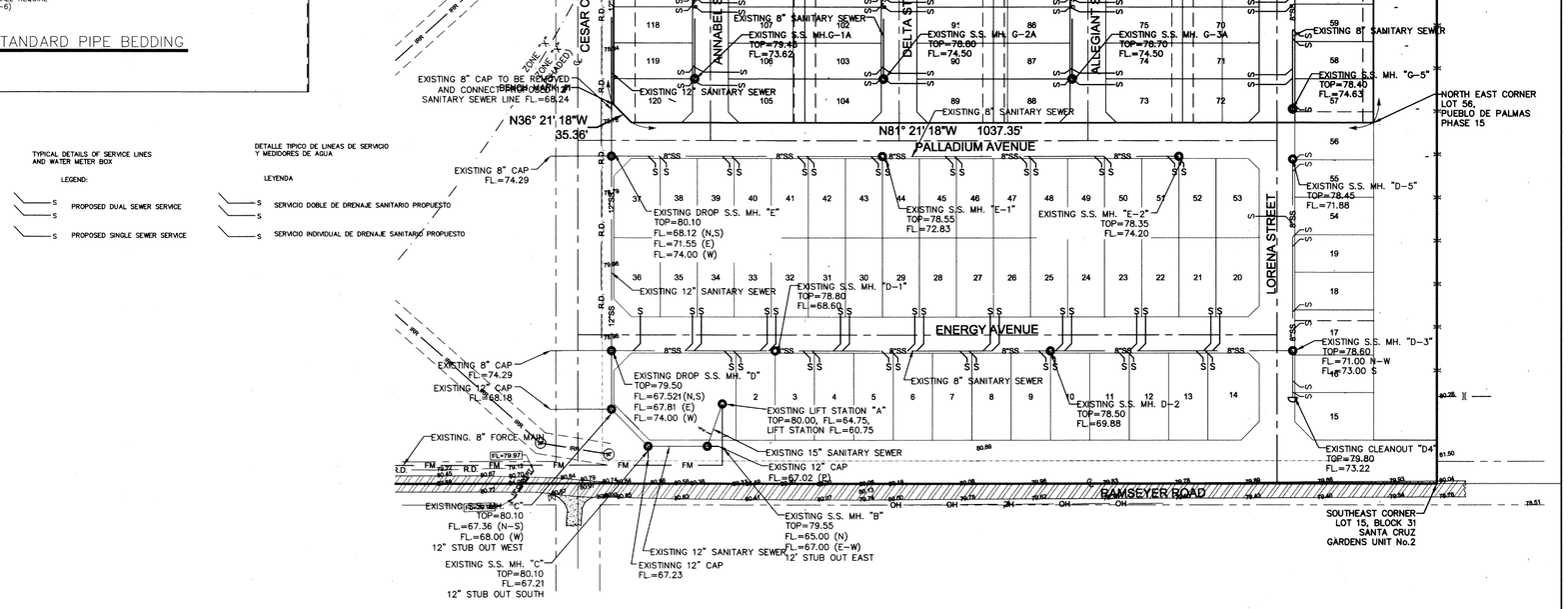
C. SAND BACK FILL PLACED FROM SPRING LINE OF PIPE TO 6" ABOVE TOP OF PIPE. (6" LIFTS, MECH. TAMPED).

D. FILL TRENCH W/SELECT BACKFILL, W/12" LIFTS COMPACT TO 90% STD. PROCTOR.
FOUNDATION PREPARATION (WELL POINTS, GRAVEL OR CEMENT STABILIZATION, OR APPROVED SUBSTITUTE)
SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE.

BACK FILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENTS AND COMPACTED TO 95% STANDARD PROCTOR DENSITY, THE THICKNESS OF EACH LOOSE LAYER SHALL BE SAND, APPROVED SITE SOIL OR OTHER APPROVED SUBSTITUTE.

NOTE: ALL EXISTING/ACTIVE STREET CROSSINGS SHALL REQUIRE SAND BACKFILL OF ENTIRE TRENCH. (SEE DETAIL S-6)

S-5 SEWER STANDARD PIPE BEDDING



TYPICAL DETAILS OF SERVICE LINES AND WATER METER BOX

LEGEND:

S PROPOSED DUAL SEWER SERVICE

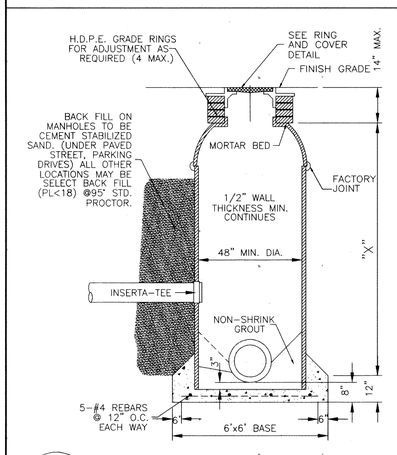
S PROPOSED SINGLE SEWER SERVICE

DETALLE TIPICO DE LINEAS DE SERVICIO Y MEDIDORES DE AGUA

LEYENDA

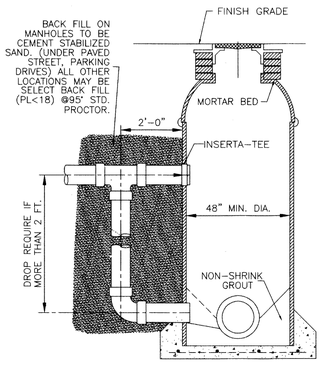
S SERVICIO DOBLE DE DRENAJE SANITARIO PROPUESTO

S SERVICIO INDIVIDUAL DE DRENAJE SANITARIO PROPUESTO



S-3 TYPICAL FIBERGLASS MANHOLE

NOTE: ALL DROP CONNECTIONS TO M.H. SHALL USE INSERTA-TEE



TYPICAL FIBERGLASS MANHOLE With DROP STRUCTURE

MAP OF SANITARY SEWER DISTRIBUTION SYSTEM
MAPA DE SISTEMA DE DISTRIBUCION DE DRENAJE SANITARIO

SUBDIVISION MAP OF

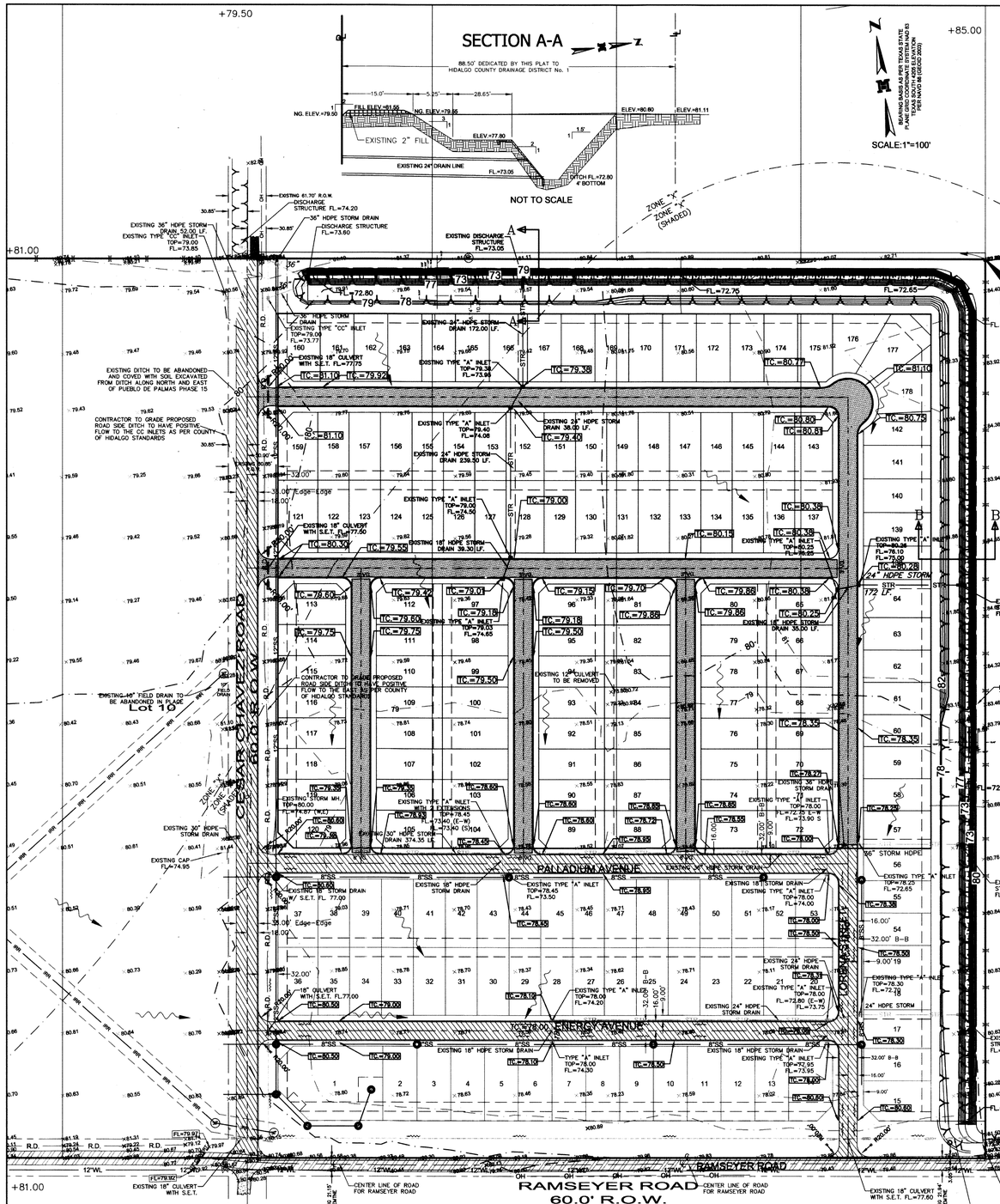
PUEBLO DE PALMAS PHASE 15

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CONSULTANTS ENGINEERS SURVEYORS
115 W. McINTYRE, EDINBURG, TX. 78541 — OFF: (956) 381-0981, FAX: (956) 381-1839
227 N. F.M. 3167, RIO GRANDE CITY, TX. 78582 — OFF: (956) 487-8256, FAX: (956) 488-8591
E-MAIL: www.meldenandhunt.com — ESTABLISHED 1947

Y:\Land Development\Residential\Edinburg\14107 - Pueblo de Palmas 16\14107.00 - Plat Dev-Report-General\AutoCad Files\DWG\Pueblo 16.dwg, 12/16/2014 4:50:35 PM, ciro, NEW KIP PLOTTER.pc3


SECTION A-A
88.50' DEDICATED BY THIS PLAT TO HIDALGO COUNTY DRAINAGE DISTRICT No. 1
EXISTING 2" FILL
EXISTING 24" DRAIN LINE
NOT TO SCALE
SCALE:1"=100'
ZONE "X"
ZONE "A" (SHADED)
EXISTING 36" HDPE STORM DRAIN, 52.00 LF.
EXISTING TYPE "CC" INLET
EXISTING DISCHARGE STRUCTURE FL=73.05
EXISTING DITCH TO BE ABANDONED AND COVED WITH SOIL EXCAVATED FROM DITCH ALONG NORTH AND EAST OF PUEBLO DE PALMAS PHASE 15
CONTRACTOR TO GRADE PROPOSED ROAD SIDE DITCH TO HAVE POSITIVE FLOW TO THE CC INLETS AS PER COUNTY OF HIDALGO STANDARDS
EXISTING 18" CULVERT WITH S.E.T. FL=77.75
EXISTING 24" HDPE STORM DRAIN 172.00 LF.
EXISTING TYPE "A" INLET TOP=79.40 FL=74.08
EXISTING 24" HDPE STORM DRAIN 36.00 LF.
EXISTING 24" HDPE STORM DRAIN 239.50 LF.
EXISTING 18" HDPE STORM DRAIN 38.30 LF.
EXISTING 18" CULVERT WITH S.E.T. FL=77.50
EXISTING 18" HDPE STORM DRAIN 35.00 LF.
EXISTING 24" HDPE STORM DRAIN
EXISTING 18" CULVERT TO BE REMOVED
EXISTING 36" HDPE STORM DRAIN
EXISTING TYPE "F" INLET TOP=78.00 FL=72.25 E-W FL=73.90 S
EXISTING 30" HDPE STORM DRAIN 374.35 LF.
EXISTING 18" HDPE STORM DRAIN
EXISTING TYPE "A" INLET TOP=78.25 FL=72.65
EXISTING TYPE "A" INLET TOP=78.00 FL=74.00
EXISTING 18" STORM DRAIN
EXISTING TYPE "A" INLET TOP=78.30 FL=72.78
EXISTING TYPE "A" INLET TOP=78.00 FL=73.75
EXISTING 24" HDPE STORM DRAIN
EXISTING TYPE "A" INLET TOP=78.00 FL=74.20
EXISTING TYPE "A" INLET TOP=78.00 FL=74.30
EXISTING 18" HDPE STORM DRAIN
EXISTING TYPE "A" INLET TOP=92.95 FL=73.90
EXISTING 24" HDPE STORM DRAIN
EXISTING 18" CULVERT WITH S.E.T. FL=77.60
EXISTING 18" CULVERT WITH S.E.T. AND HEADWALL
CONNECT PROPOSED DRAIN DITCH TO EXISTING DRAIN DITCH
EXISTING DISCHARGE STRUCTURE FL=74.50
EXISTING DISCHARGE STRUCTURE FL=72.40
EXISTING 24" HDPE STORM DRAIN 772 LF.
EXISTING 24" HDPE STORM DRAIN 16.00' Edge-Edge
EXISTING 18" CULVERT WITH S.E.T. FL=77.00
EXISTING 18" CULVERT WITH S.E.T. FL=77.60
EXISTING 24" HDPE STORM DRAIN
EXISTING 18" HDPE STORM DRAIN
EXISTING 18" HDPE STORM DRAIN
EXISTING 30" HDPE STORM DRAIN
EXISTING 24" HDPE STORM DRAIN
EXISTING 36" HDPE STORM DRAIN
EXISTING 18" HDPE STORM DRAIN
EXISTING 18" HDPE STORM DRAIN
EXISTING 18

AI -48224 **Precinct #4** **20. A.**

CC - REGULAR

Meeting Date: 02/04/2015

Submitted For: Joseph Palacios, COMM. PCT. #4

Submitted By: Veronica Lopez, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

Requesting approval of payment to the Texas Commission on Environmental Quality (TCEQ) in the amount of $96.48 for the air emissions fee.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-124-007-0-811

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

BUDGETARY IMPACT:

Funds available as of 01/30/15 through Requisition #269268.

Attachments

Invoice

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/23/2015 11:45 AM
Purchasing Department	Monica Badillo	01/30/2015 05:20 PM
Form Started By: Veronica Lopez		Started On: 01/23/2015 10:15 AM
Final Approval Date: 01/30/2015		

TEXAS COMMISSION ON
ENVIRONMENTAL QUALITY

INVOICE

COMPANY: HIDALGO COUNTY PCT 4
ACCOUNT: 21009772

DETACH BOTTOM PORTION AND RETURN WITH PAYMENT - KEEP TOP PORTION FOR YOUR RECORDS - PAGE 1

ACCOUNT NO.	INCLUDES PAYMENTS THROUGH:	COLL COST RECOVERY	LATE FEES	BALANCE DUE
21009772	DEC12,14	0.00	0.00	96.48

INVOICE DATE	INVOICE NO.	DESCRIPTION	AMOUNT	BALANCE
DEC31,14	AEF0019697	AIR ACCOUNT 960496H FY15 AIR EMISSIONS FEE	96.48	96.48

Hidalgo County Pct #4
JAN 08 2015
Edinburg, Texas 78542

Please return coupon with payment. For questions concerning charges or site location, please call 512-239-1459.

96.48

See REVERSE SIDE for Explanation of Charges and TCEQ Contact Telephone Numbers.

PLEASE PAY THIS AMOUNT
INCLUDE ACCOUNT NUMBER ON CHECK

TCEQ VIPP Form AR41A 02-17-2011

DEC12,14

DETACH THIS PORTION AND RETURN WITH CHECK OR MONEY ORDER PAYABLE TO:

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

ACCOUNT NO.	BALANCE DUE
21009772	96.48

☐ CHECK HERE IF YOUR ADDRESS HAS CHANGED.
PLEASE INDICATE ADDRESS CHANGE ON BACK

INVOICES NOT PAID WITHIN 30 DAYS OF INVOICE DATE WILL ACCRUE PENALTIES

HIDALGO COUNTY PCT 4
JOSEPH PALACIOS
1051 N DOOLITTLE ROAD

EDINBURG TX 78542-0337

0021009772 5093406 00000096480131156

(512)239-1727
Darren Blackburn

AI -48291 **HIDTA - Task Force** **21. A.**

CC - REGULAR

Meeting Date: 02/04/2015

Submitted For: Nelda Olivarez, HIDTA **Submitted By:** Nelda Olivarez, HIDTA

Department: HIDTA

Information

CAPTION

HIDTA US Justice Asset Forfeiture (1254):
Approval of the revised 2015 HIDTA US Justice Asset Forfeiture fund Overtime employee schedule approved by Commissioners' Court on 01/06/15 (AI-47861)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** SEE BELOW

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

BUDGETARY IMPACT:

HIDTA US JUSTICE-OVERTIME 5-1254-412-00-270-014-0-131
Funds in place as of 01/06/15.

Attachments

Substitute Overtime Schedule

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/30/2015 09:23 AM
Rosalinda Cantu	Rosie Cantu	01/30/2015 02:57 PM
Purchasing Department	Monica Badillo	01/30/2015 05:20 PM
Form Started By: Nelda Olivarez		Started On: 01/28/2015 02:11 PM
Final Approval Date: 01/30/2015		

DATE January 28, 2015
DEPARTMENT HIDTA TASK FORCE
ACCOUNT **1254-412-00-270-014-0-xxx (US JUSTICE)**

SLOT NUMBER	POSITION	2015 BUDGETED OVERTIME	FRINGES BENEFIT COMPENSATION RATES			
			FICA 7.65%	Retirement 10.63%	Workers' Comp 0.60%	Unemployment 3.12%
G003	Criminal Investigator I	10,000.00	765.00	1,063.00	60.00	312.00
G004	Criminal Investigator II	10,000.00	765.00	1,063.00	60.00	312.00
G006	Criminal Investigator II	10,000.00	765.00	1,063.00	60.00	312.00
G008	Assistant Commander	10,000.00	765.00	1,063.00	60.00	312.00
G013	Criminal Investigator II	10,000.00	765.00	1,063.00	60.00	312.00
G014	Criminal Investigator III	10,000.00	765.00	1,063.00	60.00	312.00
G020	Deputy Constable Step II	10,000.00	765.00	1,063.00	60.00	312.00
G022	DA Criminal Investgator	10,000.00	765.00	1,063.00	60.00	312.00
	DA Criminal Investgator	5,000.00	382.50	531.50	30.00	156.00
	DA Criminal Investgator	5,000.00	382.50	531.50	30.00	156.00
	TOTAL	**$ 90,000.00**	**$ 6,885.00**	**$ 9,567.00**	**$ 540.00**	**$ 2,808.00**

AI -48353 **Budget and Management** **22. A.**

CC - REGULAR

Meeting Date: 02/04/2015

Submitted For: Rey Salazar, BUDGET & MANAGEMENT

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: BUDGET & MANAGEMENT

Information

CAPTION

Presentation regarding upcoming warrant postcard initiative

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Monica Badillo	01/30/2015 05:20 PM
Form Started By: Monica Badillo		Started On: 01/30/2015 04:56 PM
Final Approval Date: 01/30/2015		

AI -48350 **Budget and Management** **22. B. 1.**

CC - REGULAR

Meeting Date: 02/04/2015

Submitted For: Sergio Cruz **Submitted By:** Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Various Departments (1304)
Approval of 2015 appropriation of funds for Various Departments in the total amount of $493,270.00 to fund the purchase of a replacement vehicles.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1304-4-XXX-00-XXX-XXX-0-752

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

BUDGETARY IMPACT:

Appropriation of funds available as of 01/16/2015.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Sylvia Solis (Originator)	Sylvia Solis	01/30/2015 03:40 PM
Budget & Management	Veronica Ortiz	01/30/2015 03:44 PM
Purchasing Department	Monica Badillo	01/30/2015 05:20 PM

Form Started By: Sylvia Solis Started On: 01/30/2015 03:33 PM

Final Approval Date: 01/30/2015

DATE: January 30, 2015

2015
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Budget & Management for
Tax Notes 2014 - Various Departments

ACCOUNT NUMBER: 5-1304-4XX-XX-XXX-XXX-0-752

Contact Person: Sylvia Solis **Ph#:** (956) 292-7025 ext. 5423

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
5-1304-429-00-110-XXX-0-752	TAX NOTE 2014-EMERGENCY MGMT- VEHICLES	20,000.00
5-1304-422-10-300-XXX-0-752	TAX NOTE 2014-FIRE MARSHAL - VEHICLES	40,000.00
5-1304-419-40-220-XXX-0-752	TAX NOTE 2014-FACILITIES MGMT - VEHICLES	96,000.00
5-1304-441-00-340-XXX-0-752	TAX NOTE 2014-HEALTH - VEHICLES	96,000.00
5-1304-419-10-210-XXX-0-752	TAX NOTE 2014-PLANNING - VEHICLES	96,000.00
5-1304-419-50-125-XXX-0-752	TAX NOTE 2014-SAFETY DIVISION- VEHICLES	110,270.00
5-1304-415-15-140-XXX-0-752	TAX NOTE 2014-TAX OFFICE - VEHICLES	35,000.00
	TOTAL BUDGET INCREASE (DECREASE)	493,270.00

REASON: Appropriation to fund the purchase of replacement vehicles for various departments.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI -48312 **Budget and Management** **22. B. 2.**

CC - REGULAR

Meeting Date: 02/04/2015

Submitted For: Damaris San Miguel, BUDGET & MANAGEMENT

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Probate Court (1243):
Approval of 2015 appropriation of funds in the amount of $45,000.00 to fund various operating expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1243-412-00-023-002-0-XXX

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

BUDGETARY IMPACT:

Appropriation of funds for Probate Court to fund operating expenditures in 2015. Monies are taken from the unreserved F/B.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Merlen P. Munoz (Originator)	Merlen P. Munoz	01/29/2015 10:58 AM
Budget & Management	Debbie Tamez	01/30/2015 10:39 AM
Purchasing Department	Monica Badillo	01/30/2015 05:20 PM
Form Started By: Merlen P. Munoz		Started On: 01/29/2015 10:41 AM
Final Approval Date: 01/30/2015		

DATE: January 29, 2015

2015
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **Probate Court**

ACCOUNT NUMBER: 5-1243-412-00-023-002-0-XXX

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
5-1243-412-00-023-002-0- 430	Probate Court	Repair and Maintenance Services	100.00
5-1243-412-00-023-002-0- 581	Probate Court	In-County Employee Travel	1,000.00
5-1243-412-00-023-002-0- 583	Probate Court	Out-of-County Employee Travel	3,500.00
5-1243-412-00-023-002-0- 584	Probate Court	Registration Fees	100.00
5-1243-412-00-023-002-0- 610	Probate Court	General Supplies	200.00
5-1243-412-00-023-002-0- 640	Probate Court	Reference Materials	100.00
5-1243-412-00-023-002-0- 660	Probate Court	Funishings and Equipment	200.00
5-1243-412-00-023-002-0- 810	Probate Court	Dues and Memberships	100.00
5-1243-412-00-023-002-0- 831	Probate Court	Court Cost and Investigations	31,200.00
5-1243-412-00-023-002-0- 890	Probate Court	Other	8,500.00
		TOTAL BUDGET INCREASE (DECREASE)	**45,000.00**

REASON: Appropriate funding for anticipated expenditures.

Note: Monies are to be used from the unreserved F/B.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI -48269 **Purchasing Department** **23. A. 1.**

CC - REGULAR

Meeting Date: 02/04/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. The Department of Budget & Management, requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional services;

B. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's protocol of approved "pool" of Professional SURVEYING SERVICES" (ON CALL) for "COUNTY OWNED PROPERTIES" located within HIDALGO COUNTY;

Totals	R.E. Garcia & Associates	Quintanilla, Headley & Associates	Melden & Hunt, Inc.
Scores	93	96	90
Ranking			

C. Authority for the Purchasing Department to negotiate a professional services agreement commencing with the No. 1 ranked firm _____ for the purposes of (ON CALL) "professional SURVEYING SERVICES" for "COUNTY OWNED PROPERTIES" located within HIDALGO COUNTY.

BACKGROUND

SCORE GRID

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Utilized (on an as needed basis) by the County of Hidalgo

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-415-00-115-002-0-339

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

BUDGETARY IMPACT:

Fund will be appropriated as needed.

Attachments

GRID-Surveying Firms-On Call- Surveing Svcs-Co Owned Props-HC

email frm Merlen (Budget) proceed w/AI-Rnking of Surveyor (oncall) Co Ownded Props

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Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	01/27/2015 04:12 PM
Budget & Management	Veronica Ortiz	01/28/2015 01:00 PM
Glinda Pacheco	Glinda Pacheco	01/28/2015 03:40 PM
Auditor's Office	Monica Badillo	01/30/2015 05:20 PM
Form Started By: Letty Saenz		Started On: 01/27/2015 11:06 AM
Final Approval Date: 01/30/2015		

HIDALGO COUNTY

For

Professional Surveying Services (On Call)

Of

COUNTY OWNED PROPERTIES located within

HIDALGO COUNTY

Scoring & Evaluation GRID

Surveying Firms

Total Scores	Quintanilla, Headley & Associates, Inc.	R.E. Garcia & Associates	Melden & Hunt, Inc.
Evaluator 1	96	93	90
RANKING			

Scoring/Evaluation-completed by HC Planning Dept-Raul Sesin, P.E.

Zimbra **leticia.saenz@co.hidalgo.tx.us**

Fwd: Evaluation for Professional Surveying Services

From : Merlen Muñoz <merlen.munoz@co.hidalgo.tx.us> Fri, Jan 16, 2015 03:19 PM

Subject : Fwd: Evaluation for Professional Surveying Services

1 attachment

To : Leticia Saenz <leticia.saenz@co.hidalgo.tx.us>

Cc : Juan Alvarado <juan.alvarado@co.hidalgo.tx.us>, Erika Reyna <erika.reyna@co.hidalgo.tx.us>, Sergio Cruz <sergio.cruz@co.hidalgo.tx.us>, Dina Trevino <dina.trevino@co.hidalgo.tx.us>, Damaris San Miguel <damaris.sanmiguel@co.hidalgo.tx.us>, Raul Sesin <raul.sesin@co.hidalgo.tx.us>, TJ Arredondo <tj.arredondo@hchd.org>, Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>, Elena Gomez <elena.gomez@co.hidalgo.tx.us>

Good Afternoon Letty,

We recently obtained assistance from the Planning Department to grade three surveying firms to acquire services relating to the properties pending disposition. As previously instructed by Ms. Darlene Betancourt, we were asked to forward the Evaluation Criteria forms to you as soon as we finalized the grading. Therefore, attached please find the Evaluation Criteria for each firm.

It was our understanding that the Purchasing Department will place an item on the agenda for the scores and acceptance of no. 1 ranked firm in order to enter into negotiations and enter into contract with the firm selected.

Please let me know if you need any additional information.

Thank you.

Merlen Munoz
Budget Analyst II
County of Hidalgo Texas
Department of Budget & Management
2818 S. Bus. Hwy 281
Edinburg ,TX 78539
Phone: 956-292-7025 Ext: 5403
Fax: 956-292-7035
merlen.munoz@co.hidalgo.tx.us

Reduce, Reuse, Recycle. Go Green!

From: "Nora D Cavazos" <nora.cavazos@hchd.org>
To: "merlen munoz" <merlen.munoz@co.hidalgo.tx.us>
Cc: "sergio cruz" <sergio.cruz@co.hidalgo.tx.us>, "dina trevino" <dina.trevino@co.hidalgo.tx.us>, "damaris sanmiguel" <damaris.sanmiguel@co.hidalgo.tx.us>, "Raul Sesin" <raul.sesin@co.hidalgo.tx.us>, "TJ Arredondo" <tj.arredondo@hchd.org>
Sent: Friday, January 16, 2015 3:12:38 PM
Subject: Evaluation for Professional Surveying Services

Good Afternoon,

Attached please find the Evaluation for Professional Surveying Services for R E Garcia & Associates, Quintanilla, Headley & Associates and Melden & Hunt, Inc.

If you should have any questions, please contact Mr. Sesin at 956-318-2840.

Thank you.

Nora D. Cavazos
Administrative Assistant III
Hidalgo County Planning Department
(956)318-2840

P Please refrain from printing this email unless completely necessary. Go Green!

20150116145159772.pdf
819 KB

AI -48238 **Purchasing Department** **23. B. 1.**

CC - REGULAR

Meeting Date: 02/04/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Hidalgo County Safety Division:

Requesting approval of a "finding" by Hidalgo County Commissioners Court that promotional items to be purchased for distribution at the Employee Health Fair do "serve a public purpose" in encouraging "safety first" protocols and thus maintaining a healthy workforce.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-419-50-125-003-0-610

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

BUDGETARY IMPACT:

Funds available through Req#00270231.

Attachments

Roy Q Email-Health Fair

Grainger Quote

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	01/27/2015 01:38 PM
Budget & Management	Veronica Ortiz	01/27/2015 01:45 PM
Glinda Pacheco	Glinda Pacheco	01/28/2015 10:24 AM
Auditor's Office	Monica Badillo	01/30/2015 05:20 PM
Form Started By: Marty Salazar		Started On: 01/23/2015 02:47 PM
Final Approval Date: 01/30/2015		

Zimbra **martha.salazar@co.hidalgo.tx.us**

RE: Message from "RNP0026737FFA91"

From : Roy Quintanilha <roy.quintanilha@co.hidalgo.tx.us> Thu, Jan 22, 2015 04:13 PM

Subject : RE: Message from "RNP0026737FFA91"

To : 'Martha Salazar' <martha.salazar@co.hidalgo.tx.us>

Cc : 'Rudy Salinas' <rudy.salinas1@co.hidalgo.tx.us>, 'Darlene H. Betancourt' <darlene.betancourt@co.hidalgo.tx.us>, 'Rosie Luna' <rosie.luna@co.hidalgo.tx.us>, 'tanya delira' <tanya.delira@co.hidalgo.tx.us>

Would you place this item on the agenda for consideration.

The County Health Fair is scheduled for February 11, 2015. If the item is approved by the Commissioners Court on February 4, 2015 and a purchase ordered issued that day, we may have ample time to order and receive the items.

Thank you.

Roy Quintanilha
Safety Director
County of Hidalgo, Texas
956-292-7030
956-318-2658 Fax

-----Original Message-----
From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, January 22, 2015 3:41 PM
To: Roy Quintanilha
Cc: Rudy Salinas; Darlene H. Betancourt; Rosie Luna; tanya delira
Subject: Fwd: Message from "RNP0026737FFA91"

Capt. Q:
Any promotional items (as per Auditor's) that are purchased with general funds (grant funds generally specifically permit said purchases)need to be "authorized by HCCC as having having/serving a public purpose" as the Texas Constitution prohibits a county from "giving" anything away. When is the Health Fair scheduled? If

ample time is available, we can place your request on the next HCCC meeting of 02-04-15. I heard that there may be a meeting next week for on some issue and if Mr. Guerra permits, we can place the item then. Let me know how you wish to proceed. Hope I helped.
Marty S.

----- Forwarded Message -----
From: "Roy Quintanilha" <roy.quintanilha@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Cc: "darlene betancourt" <darlene.betancourt@co.hidalgo.tx.us>,
"Tanya.Delira" <tanya.delira@co.hidalgo.tx.us>,
"Rosie.Luna@Co.Hidalgo.Tx.Us" <rosie.luna@co.hidalgo.tx.us>
Sent: Thursday, January 22, 2015 3:08:57 PM
Subject: FW: Message from "RNP0026737FFA91"

Good afternoon Ms. Salazar,

I had initially instructed Ms. Luna to request the items listed on the attachment specifically to give out to Hidalgo County Employees at the upcoming Health Fair. The items will be used to promote safety in the work place and provide participating employees with one of the items.

Before we proceed with the requisition process, I would like confirmation that the purchase and the intent of the purchase is appropriate.

Thank you in advance for your attention to this matter.

Roy Quintanilha
Safety Director
County of Hidalgo, Texas
956-292-7030
956-318-2658 Fax

-----Original Message-----
From: Rosie Luna [mailto:rosie.luna@co.hidalgo.tx.us]
Sent: Thursday, January 22, 2015 2:46 PM
To: 'Roy Quintanilha'
Subject: FW: Message from "RNP0026737FFA91"

Boss,

This is what I sent Purchasing. As per your request, I am forwarding information.

Customer Quotation

To:

HIDALGO COUNTY RISK MANAGEMENT
2818 S BUSINESS 281
EDINBURG TX 78539-6243

Information

Date	01/26/2015
Customer Account Number	862970795
Grainger Quote Number	36591773
Customer Job Number	
Grainger Representative	Michael Charles
Phone Number	
Fax Number	
Email	
Grainger Tax ID	36-1150280

Item	Description Manufacturer Name & Model	Cat. Pg. #	$ Each	Qty	$ Quote	Ext. Price	Start Date	Exp. Date
4FA10	Safety Glasses,I/O,Scratch-Resistant CONDOR 4FA10 Country of Origin: Taiwan	2200	6.75	50	5.48	274.00	01/26/2015	02/26/2015
2UYF3	Safety Glasses,Clear,Scratch-Resistant JACKSON SAFETY 25676 Country of Origin: Taiwan	2210	7.23	48	5.87*	281.76	----	----
3ZL50	Leather Drivers Gloves,Cowhide,L,PR CONDOR 3ZL50 Country of Origin: India	2255	18.69	12	4.00*	48.00	----	----
6AJ36	Leather Gloves,Red Striped,L,PR CONDOR 6AJ36 Country of Origin: China	2256	6.34	24	1.44*	34.56	----	----
3AN09	Safety Glasses,Clear,Scratch-Resistant 3M 41120 Country of Origin: USA	2206	3.01	20	1.20*	24.00	----	----
					Total $	662.32		

***Price quoted is either your earned price or contract price. This price may be subject to change without notice.**

All orders are subject to the terms and conditions in your current contract with Grainger or to Grainger's current Terms of Sale as set forth on Grainger.com

Thank You!
Visit us at grainger.com

AI -48286 **Purchasing Department** **23. C. 1.**

CC - REGULAR

Meeting Date: 02/04/2015

Submitted For: Comm. Cuellar, COMM. PCT. #1 **Submitted By:** Katia Garcia, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Acceptance and approval of the following work authorizations as submitted by LeFevre Engineering & Management Consulting, Inc. amid Contract #C-14-308-09-09 for the provision of "Professional Engineering Services" as follow:

a) Work Authorization No. 1-Spanish Palms Subdivision Street & Drainage Improvements project in the amount of $57,365.00 thru assigned requisition #270662;

b) Work Authorization No. 2-Palm Street Improvements project in the amount of $17,115.94 thru assigned requisition #270697.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Requisitions for each WA have pre-encumbered expenditure.

FISCAL YEAR: 2015 **ACCT. #:** 5-1345-431-00-121-194-0-721

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

BUDGETARY IMPACT:

Funds available as of 1/30/15.

FISCAL YEAR: 2015 **ACCT. #:** 5-1339-431-00-121-314-0-721

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

BUDGETARY IMPACT:

Funds available pending CC approval of AI-48310.

Attachments

Work Authorization No.1

Work Authorization No.2

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	01/30/2015 02:11 PM
Budget & Management	Debbie Tamez	01/30/2015 02:18 PM
Glinda Pacheco	Glinda Pacheco	01/30/2015 03:03 PM
Auditor's Office	Monica Badillo	01/30/2015 05:20 PM

Form Started By: Katia Garcia Started On: 01/28/2015 10:36 AM

Final Approval Date: 01/30/2015

EXHIBIT "E"

HIDALGO COUNTY
Professional Engineering Services
Agreement # C-14-308-09-09
Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 7 of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **LeFevre Engineering & Management Consulting, Inc.**, professional engineers of McAllen, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the **Engineer** to provide Surveying, Plans, Specifications, Construction Phase Engineering and Construction Inspection for Spanish Palms Subdivision Street & Drainage Improvements of Hidalgo County Precinct **No.1** as identified in Attachment "A".

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is **$ 57,365.00.** This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT
Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Articles 5, 6, & 7** of the Agreement.

PART 4. FUNDING
This Work Authorization No. 1 shall be funded through funding source:
Account No. 5-1345-431-00-121-194-0-721

Requisition Number 270662 **(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. 1.**

HIDALGO COUNTY
COMMISSIONER PRECINCT No. 1

BY: _____

Commissioner A.C. Cuellar, Jr.

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 _____, 20_____.

THE ENGINEER:
Le Fevre Engineering & Management Consulting, Inc.

_____
By: Emigdio Salinas, P.E., Project Eng.

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

BY: _____
Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be provided by the Owner
ATTACHMENT "B" - Services to be provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Estimated Cost Proposal
D-1 Fee Breakdown

EXHIBIT "A"

Services to be provided by the OWNER

The following provides an outline of the services to be provided by the OWNER in the development of the Project.

The OWNER will provide to the ENGINEER the following:

(1) Authorization to the ENGINEER to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the ENGINEER and accepted by the OWNER in accordance with Section 6 of the Agreement.

(3) Assistance to the ENGINEER, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the ENGINEER cannot easily obtain.

---

(4) Provide any available relevant data the OWNER may have on file concerning the project.

(5) Provide timely review and decisions in response to the ENGINEER'S request for information and/or required submittals and deliverables, in order for the ENGINEER to maintain the agreed-upon work schedule prepared in accordance with Exhibit "C" of this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the ENGINEER.

(7) Assist the ENGINEER in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

(a) Approve agenda and all exhibits prior to public meeting.
(b) Approve date and location of the meeting.
(c) Review/approve Public Meeting Report.

(8) Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the

Agreement.

(9) Assist the ENGINEER as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.

(10) Review and approve the Project design criteria.

(11) Review and approve change orders as required and prepared by the ENGINEER.

EXHIBIT B

-Scope of Services to be provided by the Engineer

PREPARED BY:

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC.
(LEMC)

The County of Hidalgo, Texas, proposes to reconstruct Spanish Palm Subdivision Street: Spanish Palms Drive (Approximately 2,350 LF) and improve the drainage.

Contract Amount: $57,365.00

Task 1 – Survey

Necessary field information will be developed by field surveys. Record plans will be issued as a guide for the survey work and for the analysis of design alternatives.

Task 2 – Project Orientation and Startup

LEMC proposes an initial project orientation meeting be scheduled so that both the County and the engineer may have a clear understanding of the design and construction process, parameters to be used and the final product desired.

Task 3 – Design

LEMC will assure that improvements are designed and incorporated in the plans are adequate for the area, Hidalgo County requirements.

Task 4 – Preliminary Plans and Estimates

LEMC will provide County staff a set of plans and estimates for accordance, evaluation and coordination.

Task 5 – Final Plans and Specifications

Final plans, specifications and estimates will be prepared during this task. The output of this task will be the documents necessary for bidding and constructing the project.

Task 6 – Bidding and Award

A pre-bid meeting will be scheduled if necessary in order to brief potential bidders and suppliers on the project. Necessary clarifications or addendum will be issued. LEMC will attend the bid opening and assist as the County desires.

Task 7 – Construction

LEMC will periodically observe ongoing work, identify survey control for the contractor (Construction Staking not included) and assist the County with certifying periodic payment

requests. Upon completion by the contractor, a final inspection will be scheduled with the contractor and County staff. The outcome of these final inspections will be a Certificate of completion or a punch list of items for the contractor to complete, prior to issuance of a Certificate of Completion.

Exhibit "C"

Project Schedule

Work Authorization No. 1

Spanish Palms Subdivision Street and Drainage Improvements

PREPARED BY:

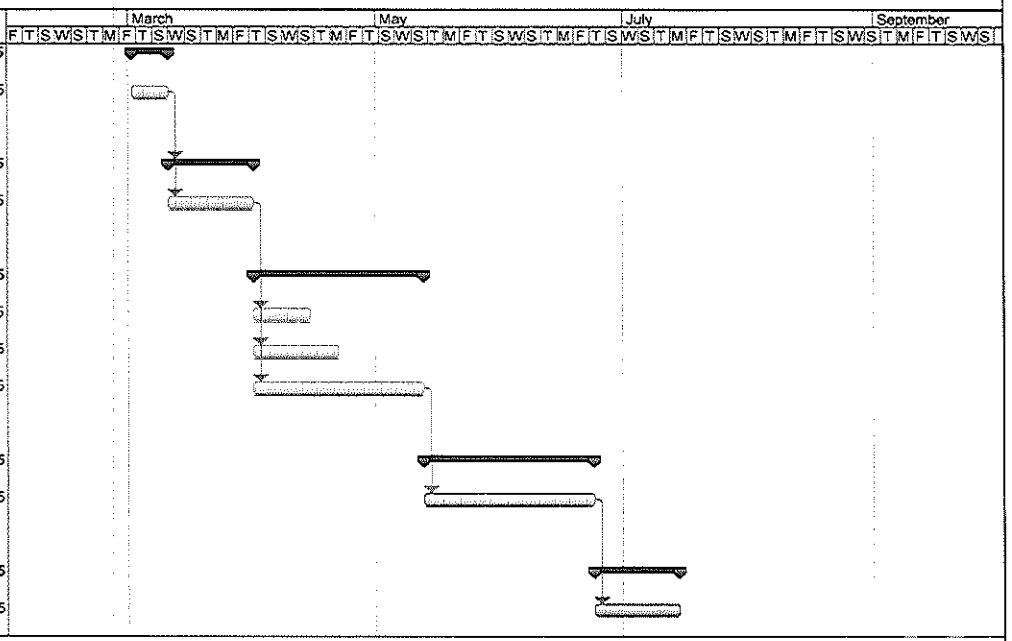
LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC.
(LEMC)

The County of Hidalgo, Texas, proposes to reconstruct Spanish Palms Subdivision Street: Spanish Palms Drive (Approximately 2,350 LF of Street) and improve the drainage.

Attached Schedule:

COUNTY OF HIDALGO - PRECINCT NO. 1
SPANISH PALMS ROAD RECONSTRUCTION PROJECT
EXHIBIT C - Work Schedule

ID	Task Name	Duration	Start
1	**Project Start Up**	**7 days**	**Mon 3/2/15**
2	Define Scope of Work and Tasks	7 days	Mon 3/2/15
3			
4	**Survey**	**15 days**	**Wed 3/11/15**
5	Design Topography	15 days	Wed 3/11/15
6			
7	**Preliminary Plans (30% Submittal)**	**30 days**	**Wed 4/1/15**
8	Develop Alternatives	10 days	Wed 4/1/15
9	Design Calculations	15 days	Wed 4/1/15
10	Preliminary Plans and Specifications	30 days	Wed 4/1/15
11			
12	**60-90% Submittal of Plans and Specifications**	**30 days**	**Wed 5/13/15**
13	Plans and Specifications	30 days	Wed 5/13/15
14			
15	**100% Submittal**	**15 days**	**Wed 6/24/15**
16	Final Plans & Specifications	15 days	Wed 6/24/15



Date: Mon 1/26/15

Task | Progress | Summary | External Tasks | Split
Split | Milestone | Project Summary | External MileTask

LeFEVRE ENVIRONMENTAL

Exhibit "D"

Cost Proposal

Work Authorization No. 1

Spanish Palms Subdivision Street and Drainage Improvements

PREPARED BY:

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC. (LEMC)

The County of Hidalgo, Texas, proposes to reconstruct Spanish Palms Subdivision Street: Spanish Palms Drive (Approximately 2,350 LF of Street) and improve the drainage.

Contract Amount: $57,365.00

Engineering Cost Proposal and Fee Breakdown

Original Scope:

Basic Engineering		$31,465.00
Topographic Survey		$9,250.00
Construction Phase Engineering		$7,400.00
Inspection		$9,250.00
	Total	**$57,365.00**

*Construction Material Testing, Geotechnical Engineering to be provided by others

	HOURLY FEES
PRINCIPAL	$200.00/HOUR
PROJECT ENGINEER	$175.00/HOUR
PROJECT MANAGER	$130.00/HOUR
DESIGNER/TECHNICIAN	$ 85.00/HOUR
ADMINISTRATIVE	$ 65.00/HOUR
INSPECTOR/PROJECT REPRESENTATIVE	$ 75.00/HOUR

*Reimbursables, Materials, and Travel are incorporated into hourly fees for individuals and will not be requested for this project.

LeFevre Engineering & Management Consulting, LLC
Hidalgo County Precinct No. 1 - Spanish Palm Subdivision
Engineer's Opinion of Probable Construction Cost

Item #	Description	Bid Qty.		Bid Unit Price	Total
	General Project				
1	Installation and maintenance of barricades, signs and traffic handling as per contractor Traffic Control Plan.	1	LS	$ 10,000.00	$10,000.00
2	Installation and maintenance of Erosion Control Measures; according to the plans and specifications; complete in place	1	LS	$ 10,000.00	$10,000.00
	TOTAL GENERAL PROJECT				**$20,000.00**
	Pavement Improvements				
1	Remove existing concrete 18" LayDown Curb and dispose offsite	5280	LF	$5.00	$26,400.00
2	Place New 1-1/2" Hot Mix Asphalt Concrete (Type "D") [1-1/2" Compacted thickness],according to the plans and specifications; complete in place.	7135	SY	$12.00	$85,620.00
3	Prime Coat (MC-30) (0.2 GAL/SY) according to the plans and specificaitons; complete in place.	1427	GAL	$6.00	$8,562.00
4	8-Inch Scarify Existing Caliche Base and Asphalt and stabilize the salvaged material with lime (3%); re-compact salvaged material for flex-base (8-inch compacted thickness) to a width of 28-ft (additional caliche needed to achieve 28-ft width does not require lime stabilization (additional caliche required to be included on this bid item) according to the plans and specifications complete in place	8325	SY	$8.00	$66,600.00
5	8-Inch Scarify and compact Sub-Grade to a width of 28-ft according to the plans and specifications complete in place	8325	SY	$2.50	$20,812.50
6	7-Inch Reinforced Concrete Apron (4000 PSI), according to the plans and specification; complete in place.	250	SY	$70.00	$17,500.00
7	4-Inch Reinforced Concrete Driveway (4000 PSI), according to the plans and specification; complete in place	500	SY	$45.00	$22,500.00
8	4-Inch Concrete Sidewalk (4000 PSI), according to the plans and specification; complete in place	195	SF	$5.00	$975.00
9	Place New 1-1/2" Hot Mix Asphalt Concrete (Type "D") Driveways [1-1/2" Compacted thickness],according to the plans and specifications; complete in place.	470	SY	$15.00	$7,050.00
	TOTAL Pavement Improvements				**$256,019.50**
	Drainage Improvements				
1	Earthwork: Grade roadside swales	2380	CY	$ 7.00	$16,660.00
2	Connect to Existing Grate Inlet (Grate Inlet by others), according to the plans and specifications; complete in place	2	EA	$ 2,500.00	$5,000.00
3	Furnish and Install 18-Inch Sloped End Section, according to plans and specifications; complete in place	2	EA	$ 2,500.00	$5,000.00
4	18" HDPE Corregated Pipe (Culverts)	1500	LF	$ 45.00	$67,500.00
	TOTAL Drainage Improvements				**$94,160.00**

Total Improvements: $370,179.50

Engineering (8.5%)	$31,465.00
Surveying (2.5%)	$9,250.00
Construction Phase Engineering (2.0%)	$7,400.00
Inspection (2.5%)	$9,250.00

Grand Total $427,544.50

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC
512 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.687.LEMC
Fax. 956.687.5363
Texas Registered Engineering Firm F-11722

LeFEVRE
ENGINEERING &
MANAGEMENT CONSULTING, LLC
Texas Registered Engineering Firm F-11722

612 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.687.LEMC
Fax. 956.687.5363

Exhibit D-1 - Fee Breakdown

Hidalgo County Precinct No. 1 - BCAP Spanish Palms Subdivision Street & Drainage Improvements

P175

LEMC Professional Engineering Services:

Civil Engineering

Hourly Rates:		
Principal Engineer	200	$/Hr
Engineer	175	$/Hr
Project Manager	130	$/Hr
CADD Technician	85	$/Hr
Inspector	75	$/Hr
Administration	65	$/Hr

Project Start Up (Task 2)	$200/Hr Principal Engineer	$130/Hr Project Manager	$175/Hr Project Engineer	$85/Hr CADD Technician	$65/Hr Clerk	$75/Hr Inspector
Meeting w/ County Staff		0.5	0.5			
Planning w/ County Staff		0.5	0.5			
Define Scope of Work & Tasks		0.5	0.5			
Total	0	1.5	1.5	0	0	0

Preliminary Plans (Task 4)	$200/Hr Principal Engineer	$130/Hr Project Manager	$175/Hr Project Engineer	$85/Hr CADD Technician	$65/Hr Clerk	$75/Hr Inspector
Develop Feasible Alternatives	0.5	0.5	1			
Develop Preferred Alternative	0.5	0.5	1			
Prepare Environmental Clearance (if any)						
Preliminary Design Calculations	0.5	0.5	2			
Preliminary Plans and General Notes	0.5	0.5	2	24	4	
Preliminary Specifications		0.5	2		4	
Total	2	2.5	8	24	8	0

Design - Civil Task 3	$200/Hr Principal Engineer	$130/Hr Project Manager	$175/Hr Project Engineer	$85/Hr CADD Technician	$65/Hr Clerk	$75/Hr Inspector
Survey Coordination and Evaluation	1	2	2	16	4	
Final Design Calculations	5	2	24			
Final Plan and General Notes	5	4	24	36	4	
Final Specifications	4	4	24		4	
Design	15	12	74	52	12	0

Final Plans and Specifications Task 5	$200/Hr Principal Engineer	$130/Hr Project Manager	$175/Hr Project Engineer	$85/Hr CADD Technician	$65/Hr Clerk	$75/Hr Inspector
Final Plan and General Notes	1	1	4	16		
Final Specifications	1	1	4		3	
Design	2	2	8	16	2.96153846	0
Inspection	$200/Hr	$130/Hr	$175/Hr	$85/Hr	$65/Hr	$75/Hr

	Principal Engineer	Project Manager	Project Engineer	CADD Technician	Clerk	Inspector
Pre-Bid Meeting						2
Bid Opening						2
Construction Inspections						118
Pre-Construction Meeting & N.T.P.						1
Bidding and Negotiating Phase Total	0	0	0	0	0	123.33333

Construction Phase Engineering Bidding & Award (Task 6)	$200/Hr Principal Engineer	$130/Hr Project Manager	$175/Hr Project Engineer	$85/Hr CADD Technician	$65/Hr Clerk	$75/Hr Inspector
Advertisement		1			1	
Pre-Bid Meeting		1	1		1	
Bid Opening		1	1		1	
Negotiations w/ Contractor			1			
Notice of Award to Contractor			1		1	
Pre-Construction Meeting & N.T.P.	1	1	1		1	
Total	1	4	5	0	5	0

Construction (Task 7)	$200/Hr Principal Engineer	$130/Hr Project Manager	$175/Hr Project Engineer	$85/Hr CADD Technician	$65/Hr Clerk	$75/Hr Inspector
Construction Phase Engineering	1	2	8		2	
Monthly Project Status Meeings	1	1	2		2.5	
Construction Inspections	1	1	1		2.5	
Construction Phase Total	3	4	11	0	7	0

As Builts (Task 8)	$200/Hr Principal Engineer	$130/Hr Project Manager	$175/Hr Project Engineer	$85/Hr CADD Technician	$65/Hr Clerk	$75/Hr Inspector
Record Drawings			2	16		
Closing of the Project					4	
Total	0	0	2	16	4.153846154	

Total Hours	23	26	109.5	108	39.11538461	123.33333
Amount Per Hour	$200	$130	$175	$85	$65	$75
Grand Total	$4,600	$3,380	$19,163	$9,180	$2,542	$9,250

Survey	$1500/Day Survey Team	$90/Hr Project Manager	$120/Hr Project Engineer	$65/Hr CADD Technician	$30/Hr Clerk	N/A Other
Field Work - Survey	4					
CADD/Technician				80		
Project Manager Oversight		12				
Final Suvey		4			17.6666667	
Sub-Total	$ 6,000	$ 1,440	$ -	$ 1,280	$ 530	$ -
Total Amount	**$9,250**					

CONTRACT TOTAL AMOUNT	$57,365.00

EXHIBIT "E"

HIDALGO COUNTY
Professional Engineering Services
Agreement # C-14-308-09-09
Work Authorization Form

WORK AUTHORIZATION NO. 2

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 7 of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, LeFevre Engineering & Management Consulting, Inc., professional engineers of McAllen, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the **Engineer** to provide Surveying, Plans and Specifications for Palm Street Improvements located in Heidelberg Subdivision of Hidalgo County Precinct No.1 as identified in Attachment "A".

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is $ 17,115.94. 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 **Articles 5, 6, & 7** of the Agreement.

PART 4. FUNDING
This Work Authorization No. 2 shall be funded through funding source:
Account No. _____

_____

Requisition Number 270697 (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. 2**.

HIDALGO COUNTY
COMMISSIONER PRECINCT No. 1

BY: _____

Commissioner A.C. Cuellar, Jr.

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 _____, 20_____.

THE ENGINEER:
Le Fevre Engineering & Management Consulting, Inc.

_____
By: Emigdio Salinas, P.E., Project Eng.

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

BY: _____
Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be provided by the Owner
ATTACHMENT "B" - Services to be provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Estimated Cost Proposal
D-1 Fee Breakdown

EXHIBIT "A"

Services to be provided by the OWNER

The following provides an outline of the services to be provided by the **OWNER** in the development of the Project.

The **OWNER** will provide to the **ENGINEER** the following:

(1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **ENGINEER** and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

(3) Assistance to the **ENGINEER,** as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.

(4) Provide any available relevant data the **OWNER** may have on file concerning the project.

(5) Provide timely review and decisions in response to the **ENGINEER'S** request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Exhibit "C" of this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER.**

(7) Assist the **ENGINEER** in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

(a) Approve agenda and all exhibits prior to public meeting.
(b) Approve date and location of the meeting.
(c) Review/approve Public Meeting Report.

(8) Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the

Agreement.

(9) Assist the ENGINEER as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.

(10) Review and approve the Project design criteria.

(11) Review and approve change orders as required and prepared by the ENGINEER.

EXHIBIT B

-Scope of Services to be provided by the Engineer

PREPARED BY:

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC. (LEMC)

The County of Hidalgo, Texas, proposes to reconstruct Palm Street located in Heidelberg Subdivision (Approximately 2,614 LF) at a width of 20-ft.

Contract Amount: $17,115.94

Task 1 – Survey

Necessary field information will be developed by field surveys. Record plans will be issued as a guide for the survey work and for the analysis of design alternatives.

Task 2 – Project Orientation and Startup

LEMC proposes an initial project orientation meeting be scheduled so that both the County and the engineer may have a clear understanding of the design and construction process, parameters to be used and the final product desired.

Task 3 – Design

LEMC will assure that improvements are designed and incorporated in the plans are adequate for the area, Hidalgo County requirements and City of Donna requirements.

Task 4 – Preliminary Plans and Estimates

LEMC will provide County staff a set of plans and estimates for accordance, evaluation and coordination.

Task 5 – Final Plans and Specifications

Final plans, specifications and estimates will be prepared during this task. The output of this task will be the documents necessary for bidding and constructing the project.

Task 6 – Bidding and Award

A pre-bid meeting will be scheduled if necessary in order to brief potential bidders and suppliers on the project. Necessary clarifications or addendum will be issued. LEMC will attend the bid opening and assist as the County desires.

Task 7 – Construction

LEMC will periodically observe ongoing work, identify survey control for the contractor (Construction Staking not included) and assist the County with certifying periodic payment

requests. Upon completion by the contractor, a final inspection will be scheduled with the contractor and County staff. The outcome of these final inspections will be a Certificate of completion or a punch list of items for the contractor to complete, prior to issuance of a Certificate of Completion.

Exhibit "C"

Project Schedule

Work Authorization No. 2

Palm Street Improvements

PREPARED BY:

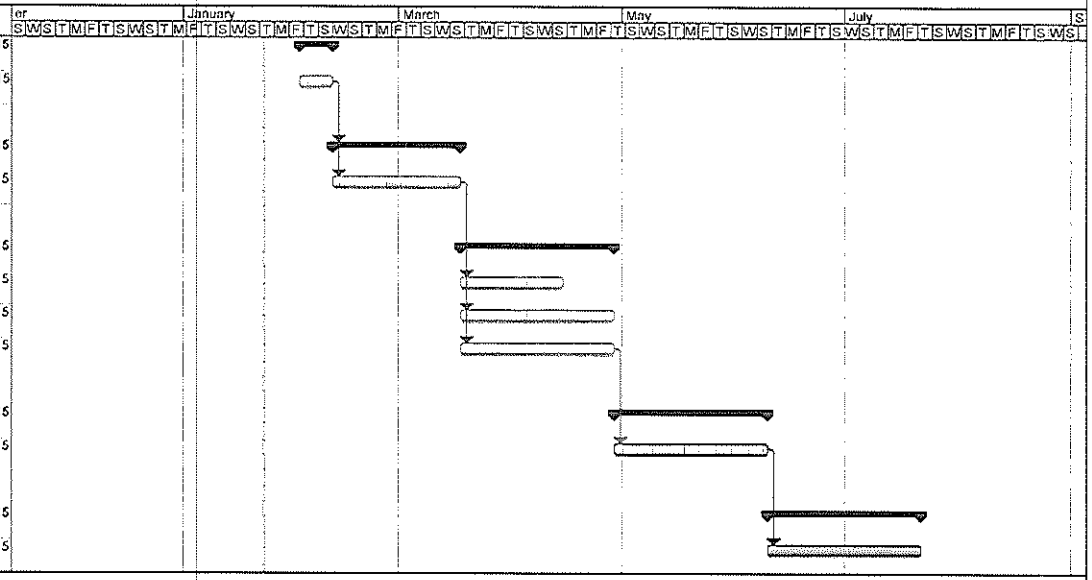
LeFEVRE ENVIRONMENTAL & MANAGEMENT CONSULTING, LLC. (LEMC)

The County of Hidalgo, Texas, proposes to reconstruct Palm Street located in Heidelberg Subdivision (Approximately 2,614 LF) at width of 20-ft.

Attached Schedule:

COUNTY OF HIDALGO - PRECINCT NO. 1
HEIDELBERG ROAD RECONSTRUCTION PROJECT
EXHIBIT C - Work Schedule

ID	Task Name	Duration	Start
1	**Project Start Up**	7 days	Mon 2/2/15
2	Define Scope of Work and Tasks	7 days	Mon 2/2/15
3			
4	**Survey**	25 days	Wed 2/11/15
5	Design Topography	25 days	Wed 2/11/15
6			
7	**Preliminary Plans (30% Submittal)**	30 days	Wed 3/18/15
8	Develop Alternatives	20 days	Wed 3/18/15
9	Design Calculations	30 days	Wed 3/18/15
10	Preliminary Plans and Specifications	30 days	Wed 3/18/15
11			
12	**60-90% Submittal of Plans and Specifications**	30 days	Wed 4/29/15
13	Plans and Specifications	30 days	Wed 4/29/15
14			
15	**100% Submittal**	30 days	Wed 6/10/15
16	Final Plans & Specifications	30 days	Wed 6/10/15



Date: Fri 1/23/15

Task | Progress | Summary | External Tasks | Split
Split | Milestone | Project Summary | External MileTask

LeFEVRE

Exhibit "D"

Cost Proposal

Work Authorization No. 2

Palms Street Improvements

PREPARED BY:

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC. (LEMC)

The County of Hidalgo, Texas, proposes to reconstruct Palm Street located in Heidelberg Subdivision (Approximately 2,614 LF) at a width of 20-ft.

Contract Amount: $17,115.94

Engineering Cost Proposal and Fee Breakdown

Original Scope:

Basic Engineering		$13,221.41
Topographic Survey		$3,894.53
	Total	**$17,115.94**

*Construction Material Testing, Geotechnical Engineering to be provided by others

	HOURLY FEES
PRINCIPAL	$200.00/HOUR
PROJECT ENGINEER	$175.00/HOUR
PROJECT MANAGER	$130.00/HOUR
DESIGNER/TECHNICIAN	$ 85.00/HOUR
ADMINISTRATIVE	$ 65.00/HOUR
INSPECTOR/PROJECT REPRESENTATIVE	$ 75.00/HOUR

*Reimbursables, Materials, and Travel are incorporated into hourly fees for individuals and will not be requested for this project.

Engineer's Opinion of Probable Cost - Exhibit D

Colonia Name	**Heidelberg**		
Street Name	Pending Linear Footage from BCAP Project (Palm St.)		
Length of proposed roadway	**2,614 FT**		
Proposed Roadway Trave Lane 10 min and		**Existing 50-ft**	**2-10 Lanes**
one 1 curb off set min	**20 FT**	**of ROW**	**proposed**
# of Parcels to be acquired	**0**		
Estimated Cost of Land to be acquired			

Item #	Description	Est. Qty.		Unit Price	Total
	General Project				
1	Traffic Control Plan signed and sealed by a professional engineer licensed in Texas	1	LS	Paid by TxDot	$0.00
2	Installation and maintenance of barricades, signs and traffic handling as per contractor Traffic Control Plan.	1	LS	Paid by TxDot	$0.00
	TOTAL GENERAL PROJECT				**$0.00**
	Pavement Improvements				
1	Place New 2" Hot Mix Asphalt Concrete (Type "D") [1 1/2" Compacted thickness]over entire section (20-ft width) according to the plans and specifications; complete in place.	5809	SY	$13.20	$76,678.80
2	Prime Coat (MC-30) (0.2 GAL/SY) according to the plans and specificaitons; complete in place.	1162	GAL	$6.00	$6,970.80
3	8-inch Scarify Existing Caliche Base and Asphalt and stabilize the salvaged material and additional caliche with lime (3%); re-compact salvaged and additional for flex-base, according to the plans and	6390	SY	$6.00	$38,340.00
	specifications complete in place				
4	8-inch Scarify, Lime Stabilize (3%) and compact Sub-Grade according to the plans and specifications complete in place	6390	SY	$3.50	$22,365.00
5	Sawcut, Remove Existing Driveway, regrade if necessary and construct new 6-inch residential concrete (3500psi) w/compacted sub-grade, according to the plans and specifications; complete in place	4	EA	$1,500.00	$6,000.00
6	Sawcut, Remove Existing Driveway, regrade and construct new 2-inch Hot Mix Asphalt Concrete (Type "D") [2" compacted thickness] w/compacted base, according to the plans and specifications; complete in place	20	EA	$500.00	$10,000.00
7	Re-Grading of Existing Bar Ditch (coordination with Hidalgo County Precinct No. 1 Staff for removal of excessive trash on right-of-way to be included on this bid item), according to the plans and specifications; complete in place.	1	LS	$7,500.00	$7,500.00
8	Furnish and install 15-inch HDPE pipe at each driveway; according to the plans and specifications; complete in place	360	LF	$35.00	$12,600.00
	TOTAL PAVEMENT IMPROVEMENTS				**$180,454.60**
	Pavement Improvements				

Total Improvements:	$180,454.60
Basic Enginering Services	$13,221.41
Survey Topography for Design	$3,894.53
Grand Total	**$197,570.54**

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC
612 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956 661 8000
Fax 956 661 8001
Texas Registered Engineering Firm F-11722

LeFEVRE
ENGINEERING &
MANAGEMENT CONSULTING, LLC
Texas Registered Engineering Firm F-11722

612 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.687.LEMC
Fax. 956.687.5363

Exhibit D-1 - Fee Breakdown

Hidalgo County Precinct No. 1 - BCAP Heidelberg Subdivision Street Improvements
P161

LEMC Professional Engineering Services:

Civil Engineering

Hourly Rates:		
Principal Engineer	200	$/Hr
Engineer	175	$/Hr
Project Manager	130	$/Hr
CADD Technician	85	$/Hr
Inspector	75	$/Hr
Administration	65	$/Hr

Project Start Up (Task 2)	$200/Hr Principal Engineer	$130/Hr Project Manager	$175/Hr Project Engineer	$85/Hr CADD Technician	$65/Hr Clerk	$75/Hr Inspector
Meeting w/ County Staff		1	1			
Planning w/ County Staff		1	1			
Define Scope of Work & Tasks		1	1			
Total	**0**	**3**	**3**	**0**	**0**	**0**

Preliminary Plans (Task 4)	$200/Hr Principal Engineer	$130/Hr Project Manager	$175/Hr Project Engineer	$85/Hr CADD Technician	$65/Hr Clerk	$75/Hr Inspector
Develop Feasible Alternatives		1	1			
Develop Preferred Alternative		1	1			
Prepare Environmental Clearance (if any)						
Preliminary Design Calculations		1	2			
Preliminary Plans and General Notes		1	2	16	4	
Preliminary Specifications		1	2		4	
Total	**0**	**5**	**8**	**16**	**8**	**0**

Design - Civil Task 3	$200/Hr Principal Engineer	$130/Hr Project Manager	$175/Hr Project Engineer	$85/Hr CADD Technician	$65/Hr Clerk	$75/Hr Inspector
Survey Coordination and Evaluation		2	2	6	2	
Final Design Calculations		2	4			
Final Plan and General Notes	2	2	4	8	2	

Final Specifications	2	2	4		2	
Design	**4**	**8**	**14**	**14**	**6**	**0**
Final Plans and Specifications Task 5	**$200/Hr Principal Engineer**	**$130/Hr Project Manager**	**$175/Hr Project Engineer**	**$85/Hr CADD Technician**	**$65/Hr Clerk**	**$75/Hr Inspector**
Final Plan and General Notes	1	2	2	8		
Final Specifications	1	2	2		3	
Design	**2**	**4**	**4**	**8**	**3**	**0**
Total Hours	6	20	29	38	17	0
Amount Per Hour	$200	$130	$175	$85	$65	$75
Grand Total	**$1,200**	**$2,600**	**$5,075**	**$3,230**	**$1,116**	**$0**
Total Amount	**$13,221.41**					

Survey	**$1500/Day Survey Team**	**$90/Hr Project Manager**	**$120/Hr Project Engineer**	**$65/Hr CADD Technician**	**$30/Hr Clerk**	**N/A Other**
Field Work - Survey	2					
CADD/Technician				16		
Project Manager Oversight		2				
Final Suvey		2			9	
Sub-Total	**$ 3,000**	**$ 360**	**$ -**	**$ 256**	**$ 279**	**$ -**
Total Amount	**$3,894.53**					

CONTRACT TOTAL AMOUNT	**$17,115.94**

AI -48324 **Purchasing Department** **23. C. 2.**

CC - REGULAR

Meeting Date: 02/04/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Accept and approve final negotiated "professional appraisal services" agreement with **George Jaime Salazar, II** d/b/a **APPRAISAL HAUS** for **"Appraisal Services"** for **"Job Specific" Project: "Youth Village & Weslaco Health Clinic" (Partial Property)** located within **Hidalgo County Precinct #1**, as (approved for negotiations by CC on 09/09/14).

BACKGROUND

Contract
Approval by legal

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-415-00-115-002-0-339

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

BUDGETARY IMPACT:

Budget Office will identify funding before initiating the appraisals.

Attachments

Contract# C-14-356-02-04-GJS II dba Appraisal Haus-Pct 1 (Youth Village & Weslaco Hlth Clinic)
email -legals approval-C-14-356-02-04-Appraisal Haus
ins

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	01/29/2015 04:45 PM
Budget & Management	Debbie Tamez	01/30/2015 10:48 AM
Auditor's Office	Monica Badillo	01/30/2015 05:20 PM
Form Started By: Letty Saenz		Started On: 01/29/2015 03:53 PM
Final Approval Date: 01/30/2015		

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES CONTRACT
C-14-356-02-04

THIS AGREEMENT is made effective the **4th** day of **FEBRUARY, 2015**, by and between the **County of Hidalgo, Texas** ("County") and **GEORGE JAIME SALAZAR, II** d/b/a **APPRAISAL HAUS** ("Appraiser").

W I T N E S S E T H:

WHEREAS, the County requires appraisal services for "job specific" project: **Appraisals Services** for "job specific" – "**Sale of Properties" - "Youth Village and Weslaco Health Clinic (Partial Property)** located within **Hidalgo County Precinct No. 1**; and

WHEREAS, the County of Hidalgo solicited Request for Qualifications (RFQ) for the development and establishment of a yearly pool for "Professional Appraisal Services", and

WHEREAS, from which "Professional Appraiser" has been selected from the "Pool" of pre-qualified Appraisers from response to the Request for Qualifications (RFQ), and

WHEREAS, County has determined that the services of "Professional Appraiser" are sometimes necessary to carry out the required appraisal activities; and

WHEREAS, pursuant to Texas Government Code Section 2254.002, "The Professional Services Procurement Act," Government Code, the County requested proposals from professional right-of-way appraiser to assist the County by providing appraisal services; and

WHEREAS, County has selected the Appraiser to provide the review appraisal services within Hidalgo County Precinct No. 4, in accordance to Exhibit "A-1", Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Appraisers.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Appraiser do mutually agree as follows:

1. Scope of Services. Appraiser agrees to provide to County "job specific" project: **Appraisals Services** for "job specific" "**Sale of Properties" - "Youth Village and Weslaco Health Clinic (Partial Property)** located within **Hidalgo County Precinct No. 1** as shown in Exhibit "A" attached hereto and entitled "Services to be provided by the Appraiser". ***In the event the Appraiser does not provide the fair market value appraisal prior to the date specified on the purchase order, the Purchase Order will become NULL and VOID. If such Purchase Order becomes NULL and VOID and a fair market value appraisal is secured from another firm, Appraiser will be responsible for any additional charges or expenses incurred by Hidalgo County.***

Further, in the event that it is demonstrated by Appraiser that Hidalgo County has caused or delayed thus preventing the Appraiser from meeting the specified agreed upon deadline to provide the fair market value appraisal ordered, Appraiser must advise in written notice to the Purchasing Department to authorize and to secure additional time to comply.

2. Non-Exclusive Services of Appraiser. Hidalgo County reserves the right to request these services from other sources other than the Appraiser and shall not be in violation of any terms or conditions of this Agreement.

3. Term. This Contract is for a period of **one (1) year**, effective **February 4, 2015**, and will expire **February 3, 2016** or unless sooner terminated as provided herein. The Appraiser will not begin work or incur costs until authorized in writing by the County for each "Purchase Order".

4. Compensation. As consideration for rendering the Services provided for in this Contract, the County agrees to pay the Appraiser the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Appraiser. The Appraiser is authorized to submit periodic requests for payment within thirty days after completion of each purchase order. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of

the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Appraiser agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Appraiser shall be mailed to the address shown in numbered paragraph 21, hereof.

5. Progress. Upon acceptance of a purchase order, the Appraiser shall undertake and complete the authorized work. The County or the Appraiser can request conferences to be provided at the Appraiser's office, the office of the County, or at other agreed upon locations.

6. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Appraiser, or a subcontractor, the Appraiser shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

7. Amendments. If it becomes necessary at any time during the contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period. The County retains the right to reject any such amendment proposed by the Appraiser unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the contract period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Appraiser, the County shall require the Appraiser to correct the work at no cost to the County and without amendment to the contract. If the changes are made at the request of the

County and are not due to errors of the Appraiser, the County will reimburse the Appraiser for the additional work at the same rate of pay established in Exhibit “B”, “Basis for Payment”. If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this provision.

8. Reporting. The Appraiser shall promptly advise the County in writing of events which have a significant impact upon the contract, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.

2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

9. Ownership of Documents. Upon completion or termination of this contract, all documents prepared by the Appraiser or furnished to the Appraiser by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the County without restriction or limitation on their further use. The Appraiser may, at its own expense, have copies made of the documents or any other data furnished the County under this contract.

10. Independent Contractor. Appraiser must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Appraiser under this Contract. Notwithstanding the foregoing sentence, Appraiser represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Appraiser agrees to be responsible for any federal income tax, withholding or

social security tax liability that might arise from payments received hereunder.

11. Voluntary Termination. County may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

12. Insurance. Appraiser agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, ' 100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a certificate of insurance, Exhibit “C”, issued by the insurer that such insurance is in full force and effect.

13. No Assignment. Except as otherwise herein provided, Appraiser, may not assign the obligations or rights under this contract to any person without the prior written consent of County.

14. Conflict. Nothing in this Contract 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 Contract 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 Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

15. No Waiver. No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

16. Entire Agreement. This Contract contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Appraiser, and not otherwise.

17. Venue. This Contract 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.

18. Hold Harmless. In the event Appraiser should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Appraiser shall hold harmless and indemnify County from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Appraiser=s intentional actions or negligence. This indemnification clause shall survive this Contract and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

19. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Contract, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

20. Notices. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: Hidalgo County
Attention: County Judge
302 West University Drive
Edinburg, Texas 78539

If to Appraiser: **GEORGE JAIIME SALAZAR, II** d/b/a **APPRAISAL HAUS**
Attention: George Jaime Salazar, II, Owner
502 Wes Kuhn Street
Edinburg, Texas 78541

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.

21. Execution of 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 Contract.

. **22. Binding Contract.** This Contract 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 contract.

23. Gender. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

24. Authority. The execution and performance of this Contract by County and Appraiser have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of County and Appraiser in accordance with its terms.

25. Immunities. Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

26. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

EXECUTED as of the day and year first written above.

Approved by Commissioners' Court on _____, 2015.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO, TEXAS

By:_____
Ramon Garcia, County Judge

APPRAISER:
GEORGE JAIIME SALAZAR, II d/b/a
APPRAISAL HAUS

By:_____

Printed Name: George Jaime Salazar, II

Title: Owner

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

EXHIBIT “A-1”

REQUEST FOR QUALIFICATIONS (RFQ) PROCUREMENT PACKET

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

November 18, 2013

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Professional Appraisal Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2014-006-12-11-SGS

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated our RFQ packet. Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
(All funding sources, programs and entities)
"Professional Appraisal Services Pool"
RFQ No: 2014-006-12-11-SGS

Item	Description	No. of Pages
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	8
4.	Exhibit B, Evaluation Criteria and Evaluation Form	2
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Exhibit E, Proposer's Affidavit	1
8.	Vendor/Bidder Application and W-9 form	6
09.	Certification Regarding Debarment	1
10.	RFQ Submittal Check List	1

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

November 18, 2013
Date

LEGAL NOTICE

REQUEST FOR QUALIFICATIONS
HIDALGO COUNTY
(All funding sources, programs and entities)

"PROFESSIONAL APPRAISAL SERVICES POOL"

RFQ No.: 2014-006-12-11-SGS

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Appraisal Services Pool"

RFQ NO: 2014-006-12-11-SGS

Acceptance Due Date: **DECEMBER 11, 2013**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Sandy Suarez, Buyer II
(956) 292-7000 Ext. 4860
sandy.suarez@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) **Professional Appraisal Services Pool",** in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. **One (1) original, seven (7) copies** of all request for qualifications (RFQ) and two (2) CDs in PDF Format are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFQ – 2014-006-12-11-SGS"HIDALGO COUNTY (Including all funding sources, programs, and entities)-"Professional Appraisal Services Pool",** and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, DECEMBER 11, 2013.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATIONS RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

   Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the qualification considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with

their qualification including catalogue numbers and any necessary references.

7. No qualification may be withdrawn within ninety (90) days from the scheduled time to open qualifications.

8. County reserves the right to accept or reject any or all qualifications

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualification. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (Including all funding sources, programs, and entities) Professional Appraisal Services Pool"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**December 11, 2013**
Award of Contract	_____, 2013
Commence Work or Deliver Products	_____, 2013

16. HIDALGO COUNTY PROPOSED HOLIDAYS

2014 YEAR	
New Year's Day	01/01/14
Martin Luther King Day	01/20/14
President's Day	02/17/14
Good Friday	04/18/14
Easter	04/21/14
Memorial Day	05/26/14
Independence Day	07/04/14
Labor Day	09/01/14
Veteran's Day	11/11/14
Thanks Giving Day	11/27/14 and 11/28/14
Christmas Day	12/24/14 and 12/25/14
New Years Eve	12/31/14

17. ~~BID OR PERFORMANCE BOND~~ AND DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT~~:

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas~~.
  All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform

themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. **DISCLOSURE OF CONFLICT OF INTEREST**

- **Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.**

Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539CHidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.

20. If, during the life of any contract or qualification awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

22. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;

- Be able to comply with the required or proposed delivery schedule;

- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful respondent's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondent's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful respondent.

27. Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for

Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualification
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"Professional Appraisal Services Pool"
RFQ No: 2014-006-12-11-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondents acknowledge receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Respondent: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

The County of Hidalgo will be accepting Statements of Qualifications from Real Estate Appraisers (firms) in order to establish a pre-qualified pool on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Real Estate Appraisers will be for **February 09, 2014 and ending March 15, 2015.** The Hidalgo County Purchasing Department will receive **sealed** envelopes containing Statement of Qualifications for the provision of **"PROFESSIONAL APPRAISAL SERVICES POOL-HIDALGO COUNTY"** (including all funding sources, Programs, and Entities)**-Request For Qualifications** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, December 11, 2013. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request for Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY

A total of one (1) original, seven (7) copies and two (2) CD's in PDF format of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of Qualifications responses be sealed, clearly marked and labeled with the Company's name, RFQ Number: 2014-006-12-11-SGS, Project title: "Professional Appraisal Services Pool" and Opening Date and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of Qualifications, to have a Purchasing Department representative time/date stamp and initial the sealed envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (RFQs, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a

conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF QUALIFICATIONS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Respondent must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT:
Hidalgo County reserves the right, in case of respondent default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS:
Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956) 292-7612 or via e-mail: sandy.suarez@co.hidalgo.tx.us BY NO LATER THAN Wednesday, December 04, 2013 at 5:00 p.m. Responses will be sent to all applicants by Friday, December 06, 2013 at 5:00 p.m. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in *blue* ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful respondent may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specifies for more than one (1) year.

DAVIS BACON ACT: (IF APPLICABLE)
All selected and awarded firms are required; if applicable adhere to the Davis-Bacon Act.

SECTION II -RFP REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations may result in disqualification of the submitted RFQ.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondents understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with an Appraisal firm(s) that has had experience in, but not limited to, the following areas:

Scope of Appraisal and/or Review Appraisal Services:

1) Property appraisals will be based on "Fair Market Value" unless otherwise specified or requested. Two copies of the appraisal report shall be bound, clearly labeled and signed by the primary certified general appraiser and any other certified general appraiser and /or licensed trainee which aided in the process. Four additional copies will be furnished.

2) All photographs used within the report must be originals. No digital photos shall be used for subject property. Digital photos shall only be used comparable sales. All adjustments to any comparable sales must be clearly explained in a narrative format. All comparable sales must be with a two year time frame. If any sales which have occurred prior to the two year limit, they just be clearly explained and added to the conventional three comparable sales typically used in the appraisal process.

3) Current location maps of the subject property including, area regional, plat and flood maps must be included and clearly labeled for the subject property.

4) All reports shall be a "Self Contained Narrative Report" unless otherwise requested and shall follow the 2009 or most current Uniform Standard of Professional Appraisal Practice (USPAP) rules and regulations. Each appraisal report must be physically inspected, photographed, and personally signed by the primary-general certified appraiser of the firm. Appraiser trainees may aid in the collection of the information, however, all analysis and conclusion must be performed by the primary general certified appraiser.

5) Appraisal reports are due within four weeks of request (20 business days) and receipt of a fully executed purchase order.

Additionally, this section should include, but not restricted to the following information:

A. Firm name, address, phone number and person to contact regarding the Request for Qualification.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities.

C. List of references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Familiarity with the geographical area.

F. Statement regarding an Affirmative Action Program.

G. Minimum of $1,000,000.00 Professional liability, errors and omissions, insurance.

PERSONNEL AND STAFFING:

The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:

This section will contain any current licenses and/or certifications as required by the STATE OF TEXAS.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann.2254.001, et seq.

PART III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."
The respondent's Statement of Qualifications will be evaluated based on the criteria presented below.

1) ***Responsiveness:*** **30 points**
   a) Requested Information
   b) Thoroughness
   c) Understanding of Project
   d) List of references provided
   e) Clarity - Brevity
   f) Degree of Interest

2) ***Firm Capabilities:*** **45 points**

   a) Background
   b) Relevant experience
   c) Experience with similar projects
   d) Knowledge of area
   e) Timeliness of schedule
   f) Quality services previously provided to Hidalgo County

   g) Current workload
   h) Ability to commence various re-quested projects simultaneously
   i) Completion of projects within budgets

3) ***Staffing:*** **25 points**

   a) Qualifications of personnel - The professional team members responsible assigned to assist County projects shall be identified in the organizational chart.
   b) Key personnel
   c) Required discipline skills

REQUEST FOR QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Real Estate Appraiser Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1) Hidalgo County Commissioners' Court, Elected Official and/or the User Department in need of Real Estate Appraiser Services **will nominate** (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the responses received in Request for Qualifications.

2) A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

EXHIBIT "B"

EVALUATION CRITERIA
"PROFESSIONAL APPRAISAL SERVICES POOL"
RFQ No. 2014-006-12-11-SGS

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. RESPONSIVENESS **(30) POINTS**

A. Requested Information
B. Thoroughness
C. Understanding of Project
D. List of references provided
E. Clarity – Brevity
F. Degree of Interest

2. FIRM CAPABILITIES **(45) POINTS**

A. Background
B. Relevant experience
C. Experience with similar projects
D. Knowledge of area
E. Timeless of schedule
F. Quality services previously provided to Hidalgo County
G. Current workload
H. Ability to commence various re-quested projects simultaneously
I. Completion of projects within budgets

3. STAFFING **(25) POINTS**

A. Qualifications of personnel
B. Key personnel
C. Required discipline skills

GRAND TOTAL **100 Points**

Internal Use Only: Commodity Code: 946-15

EXHIBIT "B"

EVALUATION CRITERIA

"PROFESSIONAL APPRAISAL SERVICES POOL"

RFQ No. 2014-006-12-11-SGS

Selection Criteria	Points	Score
1. **RESPONSIVENESS** ----- (30 pts)		
➢ Requested information	5	
➢ Thoroughness	5	
➢ Understanding of Project	5	
➢ List of references provided	5	
➢ Clarity-Brevity	5	
➢ Degree if Interest	5	
Comments/Rationale For Points:		**TOTAL**
2. **FIRM CAPABILITIES** ---- (45 pts)		
➢ Background	5	
➢ Relevant experience	5	
➢ Experience with similar projects	5	
➢ Knowledge of area	5	
➢ Timeliness of schedule	5	
➢ Quality services previously provided to Hidalgo County	5	
➢ Current workload	5	
➢ Ability to commence various re-quested projects simultaneously	5	
➢ Completion of projects within budgets	5	
Comments/Rationale For Points:		**TOTAL**
3. **STAFFING**-------- (25 pts)		
➢ Qualification of personnel	10	
➢ Key personnel	10	
➢ Required discipline skills	5	
Comments/Rationale For Points:		**TOTAL**
Total Score		

Project Name: _____

Department: _____

Firm/Participant: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

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.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
C	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				W/C 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

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED INSURER LETTER: _____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

  Professional Liability (Errors & Omissions): $_____

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

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

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING
FOR "REAL ESTATE APPRAISERS POOL"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20__.

_____

Notary Public

My commission expires:_____, 20__

HIDALGO COUNTY
PURCHASING DEPARTMENT
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:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 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	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: Yes No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

Employer identification number

		–						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out Item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in 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, theory, 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 of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
PROFESSIONAL APPRAISALS SERVICES POOL

RFQ No.: 2014-006-12-11-SGS

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One Original, 7 Copies, and 2 CD's containing a complete copy of Response.

_____ _____

SIGNATURE DATE

EXHIBIT “A”

SERVICES TO BE PROVIDED BY APPRAISER

appraisal haus
Real Estate Valuation Services

502 West Kuhn Street
Edinburg, Texas 78541
Tel. (956) 386-1500 Cell (956) 867-6398
jaimesalazar@appraisalhaus.org

January 29, 2015

Hidalgo County PCT #1
1902 Joe Stephens Avenue
Welaco, Texs 78599

RE: "Sale of Properties" Located within Hidalgo County Precinct #1

Dear Mr. Lozano

In accordance with your request, we are pleased to present the proposal for appraisal services of 2 located with Hidalgo County Precinct #1

This appraisal report will comply with the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Standards Board of the Appraisal Foundation and comply with Standards of Professional Practice and Code of Ethics of the Appraisal Institute, as well as all reporting requirements of the client, Hidalgo County Precinct #1.

This letter is intended to transmit the attached scope of work and fee for the above mentioned appraisal assignment.

Thank you for the confidence placed in us by virtue of this assignment and for the opportunity of providing our appraisal services to you.

Sincerely,



George Jaime Salazar II
Certified Appraiser

Scope of the Appraisal - This appraisal requires a valuation of the fee simple estate, unencumbered by vertical interests, easements of record, or other fractional interests. This assignment requires the appraiser to perform certain basic functions in order to complete the appraisal assignment in accordance with acceptable appraisal standards and practices. An appraisal is a type of research into laws of probabilities with respect to real estate transactions. The degree of research and the amount of supporting documentation included in the appraisal is based primarily on the difficulty of the appraisal assignment, the amount and availability of data in the marketplace and the degree of presentation required by the client. The scope of this appraisal assignment is as follows:

1. Identify the property utilizing the Hidalgo County Appraisal District and Hidalgo County Records. This is also confirmed with client.

2.Perform an inspection of the property site under appraisal from the street only.

3. Investigate regional and city data which directly or indirectly affects the subject neighborhood, as of the effective date of the appraisal.

4. Analyze and report the market area data which directly or indirectly affects the subject property, as of the effective date of the appraisal.

5. Analyze the subject site and adjacent land tracts, as applicable, and estimate the highest and best use for the property as vacant and as improved, as of the effective date of the appraisal.

6. Investigate and analyze market data regarding land sales, relating to the subject property, comparable market data as it affects the subject property and the final opinion of value.

7. Employ the Sales Comparison Approach, being the only applicable approach, to determine a unit value for the subject property.

8. Reconcile the Sales Comparison Approach to value.

9. Provide the appraiser's qualification and report on the Limiting Conditions and Assumptions on which the value opinion and conclusions are based.

10. Attach pertinent addenda information as a part of the report.

In developing the opinion of value, the appraiser will made an on-site inspection of the property and surveyed the market to provide information relating to appropriate units of comparison including land values and direct comparisons such as price per square foot or price per acre.

FEE FOR APPRAISAL SERVICE

Hidalgo County Appraisal District Account #s
W3800-00-030-0000-00 & W3800-00-035-0000-01
Total Project Cost:
$3,000
2 Appraisal Reports $1,500 each

To expedite the project as soon as possible the following items shall be required:
Physical Address
Access to Property
Legal Description with Metes & Bounds
Survey
Current Owner

EXHIBIT “B”

FEE SCHEDULE/COST PROPOSAL

appraisal haus
Real Estate Valuation Services

502 West Kuhn Street
Edinburg, Texas 78541
Tel. (956) 386-1500 Cell (956) 867-6398
jaimesalazar@appraisalhaus.org

October 28, 2014

Hidalgo County PCT #1
1902 Joe Stephens Avenue
Weslaco, Texas 78599

RE: “Sale of Properties” Located within Hidalgo County Precinct #1

Dear Mr. Lozano

In accordance with your request, we are pleased to present the cost proposal for appraisal services of 2 properties within Hidalgo County Precinct #1.

Cost Proposal
Hidalgo County Appraisal District Account #W3800-00-030-0000-00 & W3800-00-035-0000-01

Total Project Cost:
$3,000
2 Appraisal Reports $1,500 each

Sincerely,



George Jaime Salazar II
Certified Appraiser

EXHIBIT “C”

INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/28/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
JOSE LUIS GONZALEZ JR. AGENCY	PHONE (A/C, No, Ext):	FAX (A/C, No):
4949 Walzem Rd	E-MAIL ADDRESS:	
SAN ANTONIO TX 78218	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : NATIONWIDE MUTUAL FIRE INSURANCE COMPA	23779
INSURED	INSURER B : NATIONWIDE MUTUAL INSURANCE COMPANY	23787
GEORGE J SALAZAR	INSURER C :	
DBA APPRAISAL HAUS	INSURER D :	
502 W KUHN ST	INSURER E :	
EDINBURG TX 78541-3224	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 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: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:			ACP BPOF 5505888385	01/28/2015	01/28/2016	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 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS			ACP BA 5505888385	01/28/2015	01/28/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

2013 Volvo XC70 YV4952BL7D116731
2012 Toyota Tundra 5TFRM5F15CX038778

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Hwy 281
Edinburg TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Jose L. Gonzalez Jr.

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Affidavit & Indemnity Agreement

Date: 12/16/13

Affiant: George Jaime Salazar II D/B/A Appraisal Hubs

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant.

Affiant George Jaime Salazar II states he is a sole proprietor doing business as Appraisal Hubs. Affiant will provide services for Hidalgo County under a Hidalgo County RFQ Description# 2014-006-12-11-SGS- "Professional Appraiser Services Pool".

Affiant further states that he has no employees and does not anticipate employing any during the term of this contract. In the event Affiant does employee any staff during the contract, Affiant shall immediately notify Hidalgo County and obtain the Workers Compensation required by law.

Affiant agrees to indemnity, defend and hold harmless the County of Hidalgo and its agents, employees and elected officials from and against any and all claims, suits, demands and causes of action, of any kind or nature, arising out of or in any way relating to the services performed by Affiant

Further Affiant sayeth not.

Printed Name of Affiant: George Jaime Salazar II

SWORN AND SUBSCRIBED TO under oath before me on 12-16-13

Dina I Ramos

Notary Public, State of Texas

DINA I. RAMOS
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-05-2016

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/18/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

LIA ADMIN. & INSURANCE SERVICES
1600 ANACAPA STREET
SANTA BARBARA, CA 93101

CONTACT NAME: DANA DAMICO
PHONE (A/C, No, Ext): 805-963-6624 FAX (A/C, No): 805-962-0652
E-MAIL ADDRESS: DANA@LIABILITY.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : LIBERTY SURPLUS INSURANCE CORP	10725
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

APPRAISAL HAUS
GEORGE JAIME SALAZAR II
502 WEST KUHN STREET
EDINBURG, TX 78541
ID 165126

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** N / A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	PROFESSIONAL LIABILITY			LSI012289-003	02/10/2014	02/10/2015	$1,000,000 EACH CLAIM $1,000,000 AGGREGATE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

REAL ESTATE APPRAISERS PROFESSIONAL LIABILITY INSURANCE

CERTIFICATE HOLDER

HIDALGO COUNTY
ATTN: PURCHASING DEPARTMENT
2812 S. HWY 281
EDINBURG, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Real Estate Appraisers Professional Liability

Liberty Surplus Insurance Corporation

Date Issued	Policy Number	Previous Policy Number
12/20/2013	LSI012289-003	LSI012289-002

LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")
175 Berkeley Street
Boston, MA 02117

THIS IS A CLAIMS MADE AND REPORTED POLICY. PLEASE READ IT CAREFULLY.

Item DECLARATIONS

1. Customer ID: 165126
   Named Insured:
   APPRAISAL HAUS
   George Jaime Salazar II
   502 West Kuhn Street
   Edinburg, TX 78541

2. **Policy Period:**
   From: 02/10/2014 **To:** 02/10/2015
   12:01 A.M. Standard Time at the address stated in Item 1.

3. **Deductible: $1,000** Each Claim

4. **Retroactive Date:** 02/10/2012

5. **Inception Date:** 02/10/2012

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85% percent tax on gross premium.

6. **Limits of Liability:**
   A. $1,000,000 Each Claim
   B. $1,000,000 Aggregate

The Limit of Liability for Each Claim and in the Aggregate is reduced by Damages and Claims Expenses as defined in the Policy.

7. **Mail all notices, including notice of claim, to Agent:**
   Robert C. Wiley
   LIA Administrators & Insurance Services
   1600 Anacapa Street
   Santa Barbara, California 93101
   (800) 334-0652; Fax: (805) 962-0652

8. **Annual Premium:** $1,457.00
   \+ $70.66 **Surplus Lines Tax**

9. Number of Appraisers: 1

10. Forms attached at issue: LIA002S (10/11) GPO 4839 (04/10) LIA012 (08/11) LIA013 (08/11) LIU NOTICE TX-002-0209 OFAC (08/09) SC-9 (04/11)

This Declarations Page together with the completed and signed Policy Application including all attachments and exhibits thereto, and the Real Estate Appraisers Professional Liability Insurance Policy shall constitute the contract between the Named Insured and the Company.

By _____
Authorized Signature

Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: Review & Approve Contract # C-14-356-02-04-George Jaime Salazar, II d/b/a Appraisal Haus-Pct 1 (Sale of Props) Youth Village & Weslaco Hlth Dpt.

From : Steve Crain <scrain@atlashall.com> Thu, Jan 29, 2015 04:16 PM

Subject : RE: Review & Approve Contract # C-14-356-02-04-George Jaime Salazar, II d/b/a Appraisal Haus-Pct 1 (Sale of Props) Youth Village & Weslaco Hlth Dpt. 1 attachment

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

The contract is fine.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Thursday, January 29, 2015 3:46 PM
To: Steve Crain; Marynel Trevino
Cc: Darlene H. Betancourt
Subject: Review & Approve Contract # C-14-356-02-04-George Jaime Salazar, II d/b/a Appraisal Haus-Pct 1 (Sale of Props) Youth Village & Weslaco Hlth Dpt.

Good afternoon, Mr. Crain-

Please review and approve as to form agreement (attached hereto) with **George Jaime Salazar, II** d/b/a **Appraisal Haus** for the purposes of: **Sale of Properties (Youth Village & Weslaco Health Dept)** in **Precinct #1.**

****Note: will be placing on the next CC agenda for final approval.**

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

...DON'T WORRY...BE HAPPY...



image001.gif
345 B

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/29/2015

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

LIA ADMIN. & INSURANCE SERVICES
1600 ANACAPA STREET
SANTA BARBARA, CA 93101

CONTACT NAME: DANA DAMICO
PHONE (A/C, No, Ext): 805-963-6624 FAX (A/C, No): 805-962-0652
E-MAIL ADDRESS: DANA@LIABILITY.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : LIBERTY SURPLUS INSURANCE CORP	10725
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

APPRAISAL HAUS
GEORGE JAIME SALAZAR II
502 WEST KUHN STREET
EDINBURG, TX 78541
ID# 165126

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** N / A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	PROFESSIONAL LIABILITY			LSI012289-004	02/10/2015	02/10/2016	$1,000,000 EACH CLAIM $1,000,000 AGGREGATE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

REAL ESTATE APPRAISERS PROFESSIONAL LIABILITY INSURANCE

CERTIFICATE HOLDER

HIDALGO COUNTY
PURCHASING DEPARTMENT
2812 S. BUS. HWY 281
EDINBURG, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AI -48326 **Purchasing Department** **23. D. 1.**

CC - REGULAR

Meeting Date: 02/04/2015

Submitted For: Comm. Cuellar, COMM. PCT. #1 **Submitted By:** Marcie Jackson, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Acceptance and approval of the following work authorizations as submitted by LeFevre Engineering & Management Consulting, Inc. Contract No.C-CAP-14-398-12-16

A.) Work Authorization No.1 Heidelberg Subdivision in the amount of $66,993.85

B.) Work Authorization No.2 Lorenzana Subdivision project in the amount of $10,732.89

BACKGROUND

Fiscal Impact

FISCAL YEAR: 5 **ACCT. #:** 5-1312-431-00-121-314-0-334

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

BUDGETARY IMPACT:

REQ#270867

FISCAL YEAR: 5 **ACCT. #:** 5-1312-431-00-121-422-0-334

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

BUDGETARY IMPACT:

REQ#270867

Attachments

Work Authorization No.1 Heidelberg Subdivision

Work Authorization No.2 Lorenzana Subdivision

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	01/30/2015 02:13 PM
Budget & Management	Debbie Tamez	01/30/2015 02:19 PM
Glinda Pacheco	Glinda Pacheco	01/30/2015 02:47 PM
Auditor's Office	Monica Badillo	01/30/2015 05:20 PM
Form Started By: Marcie Jackson		Started On: 01/29/2015 04:01 PM
Final Approval Date: 01/30/2015		

EXHIBIT "E"

HIDALGO COUNTY
Professional Engineering Services
Agreement # C-CAP-14-398-12-16
Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 7 of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **LeFevre Engineering & Management Consulting, Inc.**, professional engineers of McAllen, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the **Engineer** to provide Plans, Specifications and Estimate (PS&E) and Construction Inspection for Round 3 funded Proposition 3 – Border Access Colonia Program Projects of Hidalgo County Precinct **No.1** as identified in Attachment "A".

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is **$ 66,993.85.** 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 **Articles 5, 6, & 7** of the Agreement.

PART 4. FUNDING
This Work Authorization No. 1 shall be funded through funding source:
Account No. 5-1312-431-00-121-314-0-334

Requisition Number 270867 **(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. 1**.

HIDALGO COUNTY
COMMISSIONER PRECINCT No. 1

BY: _____

Commissioner A.C. Cuellar, Jr.

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on December 16, 2014 as indicated below and effective as of ____ day of _____, 20_____.

THE ENGINEER:
Le Fevre Engineering & Management Consulting, Inc.

_____
By: Emigdio Salinas, P.E., Proj. Eng.

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

BY: _____
Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be provided by the Owner
ATTACHMENT "B" - Services to be provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Estimated Cost Proposal
D-1 Fee Breakdown

EXHIBIT "A"

Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Project (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General

The Owner will provide to the Engineer the following:

1) Authorization to the Engineer to begin work.
2) Payment for work performed by the engineer.
3) Assistance to the Engieer, as necessary, to obtain required data and information from other local, regional, and state agencies that the Engineer cannot easily obtain.
4) Provide any available relevant data that may on file concerning the Project.
5) Provide timely review and decisions in response to the Engineers request for information and/or submittals and deliverables.
6) Attend and participate in progress meetings as required and as coordinated and conducted by the Engineer.
7) Advertise and award, as assisted and recommendation by the Engineer, construction Agreements for the PS&E developed by the Engineer.
8) Attend pre-bid and pre-construction conferences coordinated and conducted by the Engineer.
9) Review and approve monthly and final estimates, developed by the Engineer, for payment to the Contractor. Compensation and pay the Agreements for work performed as identified in the approved monthly and final estimates.
10) Provide assistance to Engineer where necessary and possible with Owner information/resources to ensure project is completed within timely/efficient basis.
11) Provide Engineer with Geotechnical Data of existing pavement thickness.

Exhibit "B"

Services to be Provided by Engineer

The work to be furnished by the Engineer shall consist of management and engineering services for improvements in Hidalgo County Colonias approved by the State of Texas under the Second Call of Proposition Two funding. The work shall be developed in accordance with the Owner, TXDOT, and applicable design standards and in a format acceptable to the owner, and reviewing agencies.

The Engineer shall render specific management and engineering services for the devel9opment of the Project and fulfillment of this Agreement as follows:

I. PRELIMINARY PHASE – GENERAL PROJECT MANGEMENT AND ADMINISTRATION

II. DESIGN PHASE – FINAL DESIGN AND PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E) FOR COLONIA ACCESS

III. CONSTRUTION PHASE – CONSTRUCTION MANGEMENT & SUPPORT & INSPECTIONS

I. PRELIMINARY PHASE SERVICES

GENERAL PROJECT MANGEMENT

Services for GENERAL PROJECT MANAGEMENT by the Engineer will include the following:

1. Project/Program Schedule. See Exhibit "C".

2. Coordination/Meetings. The Owner may require the Engineer to attend local public hearings, policy meetings and upon request attend Owner staff meetings. The Engineer shall assist the Owner, as requested, at meetings with the Texas Department of Transportation (TXDOT), or other necessary entities.

Planning & Assessment

The Engineer will provide the following:

1. Review, verify and gather data necessary to proceed with design of approved TXD OT Colonia Projects.

2. Perform interviews and each Precinct County Commissioner and staff to identify "present day" complaints, roadway and drainage histories and preliminary design information for the approved projects.

3. Obtain geotechnical data for pavement designs; determine subsurface conditions.
4. Develop pavement designs, including cost data, pavement material properties, and pavement drainage.

5. Identify preliminary alignments; develop typical sections.

6. Develop hydraulic design criteria in accordance with Hidalgo County/Local Municipal or TXDOT guidelines.

7. Verify FEMA FIRM zones and requirements.

8. Develop basic schematic layout of improvement to determine right of way requirements.

Environmental Document Preparation and Public Comment

Provide Owner assistance in gathering data necessary to complete the Environmental Review Record format established by Owner to satisfy TXDOT environmental requirements.

Right of Way Data

The Engineer shall provide utility and the right of way data for each approved individual project as follows:

Utility Coordination/Inventory

1) The Engineer will develop utility layout sheets from schematics and incorporate utility information; identify existing overhead and above ground utilities; identify all existing underground utilities; document all information on utility layout sheets; identify potential conflicts. The layout sheets will be reproducible drawings (11"x17") with the following information.

    a) Existing and/or propos3ed right of way lines
    b) Benchmark data
    c) Existing and proposed drainage system(s)
    d) Location and size of utility (plan/profile view)
    e) Limits of existing casing pipe
    f) Name of the owner/company

2) The Engineer will coordinate utility adjustments with Owner and all affected utility owners as necessary.

Field Survey

The Engineer will provide the following:

1) Vertical and Horizontal Control. Establish and stake the Project control centerline (baselines) and offset for the Project or portions of the Project. Establish vertical control by looping all benchmark (BM) circuits and tie to monument permanent BM elevation. BM's are to be set at 1,000 ft maximum intervals using Global Positioning System (GPS) survey, and in a location that will be undisturbed by future construction.

2) Topography. Obtain topographic information surveyed for the length of the control centerline, as required; provide location (station and offset), size, height, and depth and/or length and description of topographic features; to include, but not limited to the following: driveways, signs, light poles, mail boxes, all fences (including metal beam guard fence and turndowns), utilities (type, owner, location, and depth), riprap, existing right of way lines, private property lines, cou7nty and/or city limits, etc..Drainage elements to include:

3) Design Centerline. Establish and stake the design centerline.

Right of Way Map

Provide for the preparation of a project right-of-way map where right of way acquisition is necessary. Provide for the necessary right-or-way research, mapping, surveying and all services related to the development of a right-of-way map. Prepared parcel sketches and field notes of all parcels requiring acquisition. Revisions to be done promptly at no cost to the owner.

II. DESIGN PHASE SERVICES

Final Design and Plans, Specifications & Estimates

The Engineer will develop the final design and prepare Agreement drawings, specifications and estimates for construction of the Project or portions of the Project as authorized by the Owner. These documents will be submitted to the applicable city, county, state, and/or federal agencies for approval.

All final plan sheets will be developed by the Engineer on 11"x17" reproducible, 4 mil, double-matte, white, opaque film.

Recognizing that there will be several team members participating in the development of the overall Project, and taking into consideration that the Owner has a significant investment in the development of the Project, there is need for consistency in document development for the purpose of review and production to help facilitate and economically efficient product. All computer document files furnished to the Owner by the Engineer shall be furnished on a CD-ROM created utilizing DOS software. Retrieval documentation relating to file storage on the designated delivery media shall be prepared by the Engineer and provide to the Owner. It is the intent of the Engineer and this Agreement to secure computer files from all Project Team members that are composed of elements of the same precision, integrity, singularity, attributes.

The Engineer shall prepare graphic files that can be reviewed and plotted utilizing Microstation/AutoCAD, software. The graphic files submitted must be compatible with Microstation Cad System without conversion or modification and must plot consistent with reproducible plots submitted.

Plan Sheets. Plan sheets developed by the Engineer will include, but not limited to, title sheet, typical sections, sequence of construction, estimates and quantity, plan-profile, channel details, roadway details, bridge and culvert details, hydraulic details, and standards.

Specifications. The Engineer shall use the 1993 Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges. Other specifications may be developed by the Engineer, but must incorporate, reference to standard TXDOT requirements of design & testing procedures and Hidalgo County Subdivision Required Standards.

Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based on the unit price system of bidding.

All plots and graphic media provided by the Engineer, as a result of this Agreement, shall be delivered to the Owner. Final payment for plan sheet documents and/or associated, applicable engineer files will not be made until the files furnished by the Engineer have been demonstrated to be useable in the formats described above and herein.

Service for FINAL DESIGN AND PLANS, SPECIFICATIONS AND ESTIMATES by the Engineer will include the following:

Roadway Design Controls

The Engineer will prepare the roadway design for the Project or portions of the Project as authorized by the Owner. The roadway design will be submitted to the applicable city, county, state, and/or federal agencies for approval.

Roadway design controls will include:

1) Geometric Design – horizontal and vertical alignments, intersection geometrics: to be incorporated onto plan and profile sheets.
2) Geometric and grading design – development of typical roadway sections through horizontal and vertical alignment determination and roadway cross sections.
3) Grading design – existing and design cross sections, cut/fill quantities, slope stability analysis, embankment foundation stability and settlement analysis.
4) Earthwork Quantities – obtained from grading design.
5) Miscellaneous supplemental plan details.

Drainage

The Engineer will perform final hydrologic/hydraulic analysis and design for the proposed improvements of the Project or portions of the Project as authorized by the Owner.

Signing

The Engineer will determine location and type of warning, regulatory and guide signs as required by the Hidalgo County Subdivision Standards or local Municipal standards as applicable. All signing design will be based on the final proposed roadway design.

Permanent Pavement Markings

The Engineer with the Owner will evaluate the need for pavement markings and design all permanent pavements markings in accordance with the Hidalgo County Subdivision Standard or Local Municipal Standards as applicable. All such design will be based on the final proposed roadway design.

Miscellaneous

If required for the Project or portion of the Project approved by the Owner, the Engineer will provide the following miscellaneous roadway items:

Miscellaneous Drafting, Standards, and Details

1. The Engineer will prepare a title sheet indicating, at a minimum, project limits, project location map, name of owner and owner acknowledgment/acceptance, facility identification, specificati9on reference, Engineer's seal, signature and date.

2. The Engineer will determine appropriate standard drawings to be incorporated into the plans, and sign/seal any modifications to any agency or industry approved standards.

3. The Engineer will develop any details to clarify any construction requirements of the plan drawings.

PS&E Supporting Documents

4. Specifications List and general Notes. The Engineer will prepare an applicable specifications list, in TXDOT format, as well as any general notes that may be applicable to each PS&E submission.

5. Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding.

6. Agreement Time Determination Statement. The Engineer will determine the time required for construction for the project, outlining phases of construction and appropriate rates of production and construction for bid items determined to be in the critical path for construction of the PS&E submittal.

III. CONSTRUCTION PHASE SERVICE

Construction Management and Support

The Engineer will provide engineering and support services for and during the construction of the Project or portions of the Project approved by the Owner. Specific services for CONSTRUCTION MANAGEMENT AND SUPPORT by the Engineer will include the following:

Construction Bidding

1. The Engineer will furnish to the Owner the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.

2. The Engineer will coordinate and conduct a Pre-Bid Conference for prospective bidders.

3. The Engineer will assist Owner the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of form Agreement documents for the award of each construction Agreement.

Construction Agreement Administration

4. In general, the Engineer will provide the management and engineering support/data required for consultation and advertisement to the Owner and act as the Owners representative as provided in the General Condition of the Construction Agreement.

5. The Engineer will coordinate and conduct a pre-construction conference.

6. Defects and Deficiencies. The Engineer will use his best efforts to protect the Owner against defects and deficiencies in the work of the Contractor. The Engineer will promptly notify the Owner of any such defect of deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.

7. Contractor Payment. The Engineer will take measurements and calculate quantities, in accordance with the construction Agreement specifications, of those items of work accepted and conforming to the construction Agreement specifications, for the preparation of the monthly and final estimates for payment to the Contractor.

8. The Engineer will provide Project site inspection of the authorized construction Agreement(s) as follows:
    a. Project Engineer. The Engineer will provide visits by the Project Engineer or a competent representative of the Engineer to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction plans and specifications.

    b. Resident Engineer and/or Construction Inspector(s). The Owner may request the Engineer to furnish the service of a Resident Engineer and/or Construction Inspector(s) for continuous on the site inspection construction to the monitor/inspect the Contractor's daily progress and conformance to PS&E specifications. See Article 5 for special services compensation details.

Miscellaneous Technical Activities

9. Shop Drawings. The Engineer will review and check all shop or working drawings furnished by the Contractor.

10. Control of Materials & Equipment. The Engineer will provide inspection of all materials and equipment furnished/used by the Contractor as follows:

    a. Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction Agreement specifications.

    b. Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction Agreement specifications.

11. Change Orders. When applicable the Engineer will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction Agreement change orders, which may be required due to actual field conditions encountered or new requirements directed by the Owner.

12. As Built Drawings. The Engineer will develop as built drawings to depict the work as actually constructed. The Owner will be furnished five (5) set of prints.

Exhibit "C"

Work Schedule

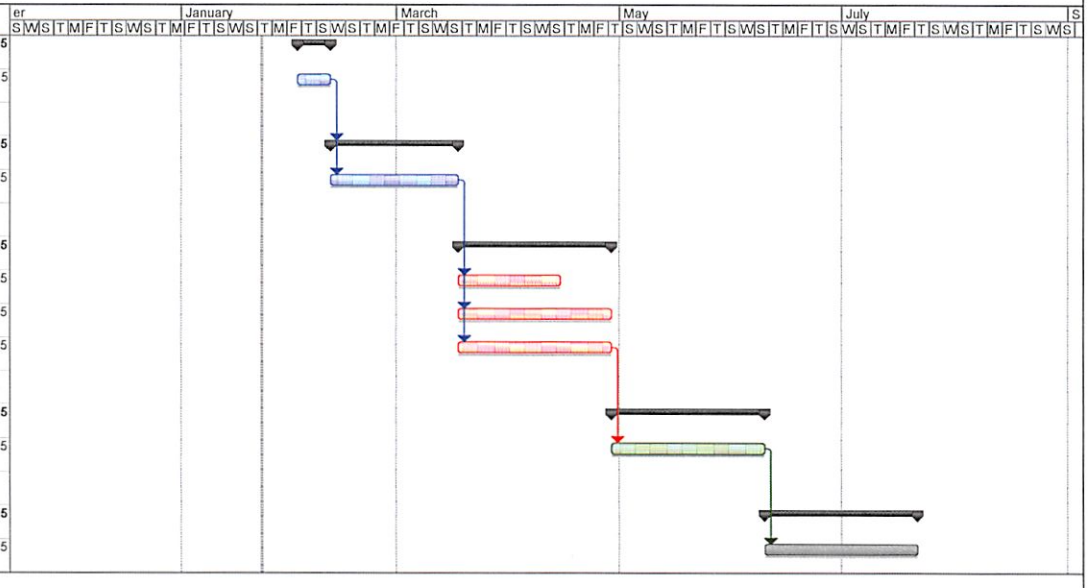
A detailed work schedule for each Work Authorization, identified and more particularly described in Article 7 of this Agreement, shall be prepared by the Engineer to be submitted and approved by the Owner in writing for each Work Authorization. The work schedule will provide specific work sequence and definite review times by the Owner and the Engineer of the work performed.

The Engineer will diligently pursue the completion of each Work Authorization as defined by the milestone and deliverable due dates outlined in each Work Authorization's associated work schedule.

The Engineer will inform the Owner (in reasonable advance of the delay) should the Engineer encounter delays that would prevent the performance of all work accordance with the established schedule.

COUNTY OF HIDALGO - PRECINCT NO. 1
HEIDELBERG ROAD RECONSTRUCTION PROJECT
EXHIBIT C - Work Schedule

ID	Task Name	Duration	Start
1	**Project Start Up**	**7 days**	**Mon 2/2/15**
2	Define Scope of Work and Tasks	7 days	Mon 2/2/15
3			
4	**Survey**	**25 days**	**Wed 2/11/15**
5	Design Topography	25 days	Wed 2/11/15
6			
7	**Preliminary Plans (30% Submittal)**	**30 days**	**Wed 3/18/15**
8	Develop Alternatives	20 days	Wed 3/18/15
9	Design Calculations	30 days	Wed 3/18/15
10	Preliminary Plans and Specifications	30 days	Wed 3/18/15
11			
12	**60-90% Submittal of Plans and Specifications**	**30 days**	**Wed 4/29/15**
13	Plans and Specifications	30 days	Wed 4/29/15
14			
15	**100% Submittal**	**30 days**	**Wed 6/10/15**
16	Final Plans & Specifications	30 days	Wed 6/10/15



Date: Fri 1/23/15

Task
Split
Progress
Milestone
Summary
Project Summary
External Tasks
External MileTask
Split

LeFEVRE ENVIRONMENTAL & TRANSPORT CONSULTING, LLC

Exhibit "D"

Cost Proposal

Work Authorization No. 1

Heidelberg Subdivision Street Improvements

PREPARED BY:

LeFEVRE ENVIRONMENTAL & MANAGEMENT CONSULTING, LLC. (LEMC)

The County of Hidalgo, Texas, proposes to reconstruct Heidelberg Subdivision Streets: Pine Ave., Magnolia Ave., Orange Ave., Linden Ave., Olive Ave., Walnut Ave., and Garcia Ave. (Approximately 7,831 LF of Streets at width of 20-ft).

Contract Amount: $66,993.85

Engineering Cost Proposal and Fee Breakdown

Original Scope:

Basic Engineering		$51,765.00
Topographic Survey		$15,228.85
	Total	**$66,993.85**

*Construction Material Testing, Geotechnical Engineering to be provided by others

	HOURLY FEES
PRINCIPAL	$200.00/HOUR
PROJECT ENGINEER	$175.00/HOUR
PROJECT MANAGER	$130.00/HOUR
DESIGNER/TECHNICIAN	$ 85.00/HOUR
ADMINISTRATIVE	$ 65.00/HOUR
INSPECTOR/PROJECT REPRESENTATIVE	$ 75.00/HOUR

*Reimbursables, Materials, and Travel are incorporated into hourly fees for individuals and will not be requested for this project.

LeFEVRE
ENGINEERING &
MANAGEMENT CONSULTING, LLC
Texas Registered Engineering Firm F-11722

612 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.687.LEMC
Fax. 956.687.5363

Exhibit D-1 - Fee Breakdown

Hidalgo County Precinct No. 1 - BCAP Heidelberg Subdivision Street Improvements
P161

LEMC Professional Engineering Services:

Civil Engineering

Hourly Rates:		
Principal Engineer	200	$/Hr
Engineer	175	$/Hr
Project Manager	130	$/Hr
CADD Technician	85	$/Hr
Inspector	75	$/Hr
Administration	65	$/Hr

Project Start Up (Task 2)	$200/Hr Principal Engineer	$130/Hr Project Manager	$175/Hr Project Engineer	$85/Hr CADD Technician	$65/Hr Clerk	$75/Hr Inspector
Meeting w/ County Staff	1	1	1			
Planning w/ County Staff		1	1			
Define Scope of Work & Tasks	1	1	1			
Total	**2**	**3**	**3**	**0**	**0**	**0**

Preliminary Plans (Task 4)	$200/Hr Principal Engineer	$130/Hr Project Manager	$175/Hr Project Engineer	$85/Hr CADD Technician	$65/Hr Clerk	$75/Hr Inspector
Develop Feasible Alternatives	0.5	1	1			
Develop Preferred Alternative	0.5	1	1			
Prepare Environmental Clearance (if any)						
Preliminary Design Calculations	0.5	1	2			
Preliminary Plans and General Notes	0.5	1	4	24	8	
Preliminary Specifications		1	4		16	
Total	**2**	**5**	**12**	**24**	**24**	**0**

Design - Civil Task 3	$200/Hr Principal Engineer	$130/Hr Project Manager	$175/Hr Project Engineer	$85/Hr CADD Technician	$65/Hr Clerk	$75/Hr Inspector
Survey Coordination and Evaluation	1	4	2	34	4	
Final Design Calculations	5	4	40			
Final Plan and General Notes	5	16	40	80	16	

Final Specifications	4	16	32		16	
Design	**15**	**40**	**114**	**114**	**36**	**0**
Final Plans and Specifications Task 5	**$200/Hr Principal Engineer**	**$130/Hr Project Manager**	**$175/Hr Project Engineer**	**$85/Hr CADD Technician**	**$65/Hr Clerk**	**$75/Hr Inspector**
Final Plan and General Notes	1	2	4	8		
Final Specifications	1	2	4		8	
Design	**2**	**4**	**8**	**8**	**8**	**0**
Total Hours	21	52	137	146	68	0
Amount Per Hour	$200	$130	$175	$85	$65	$75
Grand Total	**$4,200**	**$6,760**	**$23,975**	**$12,410**	**$4,420**	**$0**
Total Amount	**$51,765.00**					
Survey	**$1500/Day Survey Team**	**$90/Hr Project Manager**	**$120/Hr Project Engineer**	**$65/Hr CADD Technician**	**$30/Hr Clerk**	**N/A Other**
Field Work - Survey	7					
CADD/Technician				40		
Project Manager Oversight		12				
Final Suvey		6			17	
Sub-Total	**$ 10,500**	**$ 1,620**	**$ -**	**$ 2,600**	**$ 508.85**	**$ -**
Total Amount	**$15,228.85**					

CONTRACT TOTAL AMOUNT	**$66,993.85**

EXHIBIT "E"

HIDALGO COUNTY
Professional Engineering Services
Agreement # C-CAP-14-398-12-16
Work Authorization Form

WORK AUTHORIZATION NO. 2

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 7 of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **LeFevre Engineering & Management Consulting, Inc.**, professional engineers of McAllen, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the **Engineer** to provide Plans, Specifications and Estimate (PS&E) and Construction Inspection for Round 3 funded Proposition 3 – Border Access Colonia Program Projects of Hidalgo County Precinct **No.1** as identified in Attachment "A".

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is **$10,732.89.** 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 **Articles 5, 6, & 7** of the Agreement.

PART 4. FUNDING
This Work Authorization No. 2 shall be funded through funding source:
Account No. 5-1312-431-00-121-422-0-334

Requisition Number 270867 **(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. 2**.

HIDALGO COUNTY
COMMISSIONER PRECINCT No. 1

BY: _____

Commissioner A.C. Cuellar, Jr.

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on December 16, 2014 as indicated below and effective as of ____ day of _____, 20_____.

THE ENGINEER:
LeFevre Engineering & Management Consulting, Inc.

_____
By: Emigdio Salinas, P.E., Proj. Eng.

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

BY: _____
Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be provided by the Owner
ATTACHMENT "B" - Services to be provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Estimated Cost Proposal
D-1 Fee Breakdown

EXHIBIT "A"

Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Project (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General

The Owner will provide to the Engineer the following:

1) Authorization to the Engineer to begin work.
2) Payment for work performed by the engineer.
3) Assistance to the Engieer, as necessary, to obtain required data and information from other local, regional, and state agencies that the Engineer cannot easily obtain.
4) Provide any available relevant data that may on file concerning the Project.
5) Provide timely review and decisions in response to the Engineers request for information and/or submittals and deliverables.
6) Attend and participate in progress meetings as required and as coordinated and conducted by the Engineer.
7) Advertise and award, as assisted and recommendation by the Engineer, construction Agreements for the PS&E developed by the Engineer.
8) Attend pre-bid and pre-construction conferences coordinated and conducted by the Engineer.
9) Review and approve monthly and final estimates, developed by the Engineer, for payment to the Contractor. Compensation and pay the Agreements for work performed as identified in the approved monthly and final estimates.
10) Provide assistance to Engineer where necessary and possible with Owner information/resources to ensure project is completed within timely/efficient basis.
11) Provide Engineer with Geotechnical Data of existing pavement thickness.

Exhibit "B"

Services to be Provided by Engineer

The work to be furnished by the Engineer shall consist of management and engineering services for improvements in Hidalgo County Colonias approved by the State of Texas under the Second Call of Proposition Two funding. The work shall be developed in accordance with the Owner, TXDOT, and applicable design standards and in a format acceptable to the owner, and reviewing agencies.

The Engineer shall render specific management and engineering services for the devel9opment of the Project and fulfillment of this Agreement as follows:

I. PRELIMINARY PHASE – GENERAL PROJECT MANGEMENT AND ADMINISTRATION

II. DESIGN PHASE – FINAL DESIGN AND PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E) FOR COLONIA ACCESS

III. CONSTRUTION PHASE – CONSTRUCTION MANGEMENT & SUPPORT & INSPECTIONS

I. PRELIMINARY PHASE SERVICES

GENERAL PROJECT MANGEMENT

Services for GENERAL PROJECT MANAGEMENT by the Engineer will include the following:

1. Project/Program Schedule. See Exhibit "C".

2. Coordination/Meetings. The Owner may require the Engineer to attend local public hearings, policy meetings and upon request attend Owner staff meetings. The Engineer shall assist the Owner, as requested, at meetings with the Texas Department of Transportation (TXDOT), or other necessary entities.

Planning & Assessment

The Engineer will provide the following:

1. Review, verify and gather data necessary to proceed with design of approved TXD OT Colonia Projects.

2. Perform interviews and each Precinct County Commissioner and staff to identify "present day" complaints, roadway and drainage histories and preliminary design information for the approved projects.

3. Obtain geotechnical data for pavement designs; determine subsurface conditions.
4. Develop pavement designs, including cost data, pavement material properties, and pavement drainage.

5. Identify preliminary alignments; develop typical sections.

6. Develop hydraulic design criteria in accordance with Hidalgo County/Local Municipal or TXDOT guidelines.

7. Verify FEMA FIRM zones and requirements.

8. Develop basic schematic layout of improvement to determine right of way requirements.

Environmental Document Preparation and Public Comment

Provide Owner assistance in gathering data necessary to complete the Environmental Review Record format established by Owner to satisfy TXDOT environmental requirements.

Right of Way Data

The Engineer shall provide utility and the right of way data for each approved individual project as follows:

Utility Coordination/Inventory

1) The Engineer will develop utility layout sheets from schematics and incorporate utility information; identify existing overhead and above ground utilities; identify all existing underground utilities; document all information on utility layout sheets; identify potential conflicts. The layout sheets will be reproducible drawings (11"x17") with the following information.

    a) Existing and/or propos3ed right of way lines
    b) Benchmark data
    c) Existing and proposed drainage system(s)
    d) Location and size of utility (plan/profile view)
    e) Limits of existing casing pipe
    f) Name of the owner/company

2) The Engineer will coordinate utility adjustments with Owner and all affected utility owners as necessary.

Field Survey

The Engineer will provide the following:

1) Vertical and Horizontal Control. Establish and stake the Project control centerline (baselines) and offset for the Project or portions of the Project. Establish vertical control by looping all benchmark (BM) circuits and tie to monument permanent BM elevation. BM's are to be set at 1,000 ft maximum intervals using Global Positioning System (GPS) survey, and in a location that will be undisturbed by future construction.

2) Topography. Obtain topographic information surveyed for the length of the control centerline, as required; provide location (station and offset), size, height, and depth and/or length and description of topographic features; to include, but not limited to the following: driveways, signs, light poles, mail boxes, all fences (including metal beam guard fence and turndowns), utilities (type, owner, location, and depth), riprap, existing right of way lines, private property lines, cou7nty and/or city limits, etc..Drainage elements to include:

3) Design Centerline. Establish and stake the design centerline.

Right of Way Map

Provide for the preparation of a project right-of-way map where right of way acquisition is necessary. Provide for the necessary right-or-way research, mapping, surveying and all services related to the development of a right-of-way map. Prepared parcel sketches and field notes of all parcels requiring acquisition. Revisions to be done promptly at no cost to the owner.

II. DESIGN PHASE SERVICES

Final Design and Plans, Specifications & Estimates

The Engineer will develop the final design and prepare Agreement drawings, specifications and estimates for construction of the Project or portions of the Project as authorized by the Owner. These documents will be submitted to the applicable city, county, state, and/or federal agencies for approval.

All final plan sheets will be developed by the Engineer on 11"x17" reproducible, 4 mil, double-matte, white, opaque film.

Recognizing that there will be several team members participating in the development of the overall Project, and taking into consideration that the Owner has a significant investment in the development of the Project, there is need for consistency in document development for the purpose of review and production to help facilitate and economically efficient product. All computer document files furnished to the Owner by the Engineer shall be furnished on a CD-ROM created utilizing DOS software. Retrieval documentation relating to file storage on the designated delivery media shall be prepared by the Engineer and provide to the Owner. It is the intent of the Engineer and this Agreement to secure computer files from all Project Team members that are composed of elements of the same precision, integrity, singularity, attributes.

The Engineer shall prepare graphic files that can be reviewed and plotted utilizing Microstation/AutoCAD, software. The graphic files submitted must be compatible with Microstation Cad System without conversion or modification and must plot consistent with reproducible plots submitted.

Plan Sheets. Plan sheets developed by the Engineer will include, but not limited to, title sheet, typical sections, sequence of construction, estimates and quantity, plan-profile, channel details, roadway details, bridge and culvert details, hydraulic details, and standards.

Specifications. The Engineer shall use the 1993 Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges. Other specifications may be developed by the Engineer, but must incorporate, reference to standard TXDOT requirements of design & testing procedures and Hidalgo County Subdivision Required Standards.

Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based on the unit price system of bidding.

All plots and graphic media provided by the Engineer, as a result of this Agreement, shall be delivered to the Owner. Final payment for plan sheet documents and/or associated, applicable engineer files will not be made until the files furnished by the Engineer have been demonstrated to be useable in the formats described above and herein.

Service for FINAL DESIGN AND PLANS, SPECIFICATIONS AND ESTIMATES by the Engineer will include the following:

Roadway Design Controls

The Engineer will prepare the roadway design for the Project or portions of the Project as authorized by the Owner. The roadway design will be submitted to the applicable city, county, state, and/or federal agencies for approval.

Roadway design controls will include:

1) Geometric Design – horizontal and vertical alignments, intersection geometrics: to be incorporated onto plan and profile sheets.
2) Geometric and grading design – development of typical roadway sections through horizontal and vertical alignment determination and roadway cross sections.
3) Grading design – existing and design cross sections, cut/fill quantities, slope stability analysis, embankment foundation stability and settlement analysis.
4) Earthwork Quantities – obtained from grading design.
5) Miscellaneous supplemental plan details.

Drainage

The Engineer will perform final hydrologic/hydraulic analysis and design for the proposed improvements of the Project or portions of the Project as authorized by the Owner.

Signing

The Engineer will determine location and type of warning, regulatory and guide signs as required by the Hidalgo County Subdivision Standards or local Municipal standards as applicable. All signing design will be based on the final proposed roadway design.

Permanent Pavement Markings

The Engineer with the Owner will evaluate the need for pavement markings and design all permanent pavements markings in accordance with the Hidalgo County Subdivision Standard or Local Municipal Standards as applicable. All such design will be based on the final proposed roadway design.

Miscellaneous

If required for the Project or portion of the Project approved by the Owner, the Engineer will provide the following miscellaneous roadway items:

Miscellaneous Drafting, Standards, and Details

1. The Engineer will prepare a title sheet indicating, at a minimum, project limits, project location map, name of owner and owner acknowledgment/acceptance, facility identification, specificati9on reference, Engineer's seal, signature and date.

2. The Engineer will determine appropriate standard drawings to be incorporated into the plans, and sign/seal any modifications to any agency or industry approved standards.

3. The Engineer will develop any details to clarify any construction requirements of the plan drawings.

PS&E Supporting Documents

4. Specifications List and general Notes. The Engineer will prepare an applicable specifications list, in TXDOT format, as well as any general notes that may be applicable to each PS&E submission.

5. Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding.

6. Agreement Time Determination Statement. The Engineer will determine the time required for construction for the project, outlining phases of construction and appropriate rates of production and construction for bid items determined to be in the critical path for construction of the PS&E submittal.

III. CONSTRUCTION PHASE SERVICE

Construction Management and Support

The Engineer will provide engineering and support services for and during the construction of the Project or portions of the Project approved by the Owner. Specific services for CONSTRUCTION MANAGEMENT AND SUPPORT by the Engineer will include the following:

Construction Bidding

1. The Engineer will furnish to the Owner the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.

2. The Engineer will coordinate and conduct a Pre-Bid Conference for prospective bidders.

3. The Engineer will assist Owner the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of form Agreement documents for the award of each construction Agreement.

Construction Agreement Administration

4. In general, the Engineer will provide the management and engineering support/data required for consultation and advertisement to the Owner and act as the Owners representative as provided in the General Condition of the Construction Agreement.

5. The Engineer will coordinate and conduct a pre-construction conference.

6. Defects and Deficiencies. The Engineer will use his best efforts to protect the Owner against defects and deficiencies in the work of the Contractor. The Engineer will promptly notify the Owner of any such defect of deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.

7. Contractor Payment. The Engineer will take measurements and calculate quantities, in accordance with the construction Agreement specifications, of those items of work accepted and conforming to the construction Agreement specifications, for the preparation of the monthly and final estimates for payment to the Contractor.

8. The Engineer will provide Project site inspection of the authorized construction Agreement(s) as follows:
    a. Project Engineer. The Engineer will provide visits by the Project Engineer or a competent representative of the Engineer to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction plans and specifications.

    b. Resident Engineer and/or Construction Inspector(s). The Owner may request the Engineer to furnish the service of a Resident Engineer and/or Construction Inspector(s) for continuous on the site inspection construction to the monitor/inspect the Contractor's daily progress and conformance to PS&E specifications. See Article 5 for special services compensation details.

Miscellaneous Technical Activities

9. Shop Drawings. The Engineer will review and check all shop or working drawings furnished by the Contractor.

10. Control of Materials & Equipment. The Engineer will provide inspection of all materials and equipment furnished/used by the Contractor as follows:

    a. Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction Agreement specifications.

    b. Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction Agreement specifications.

11. Change Orders. When applicable the Engineer will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction Agreement change orders, which may be required due to actual field conditions encountered or new requirements directed by the Owner.

12. As Built Drawings. The Engineer will develop as built drawings to depict the work as actually constructed. The Owner will be furnished five (5) set of prints.

Exhibit "C"

Work Schedule

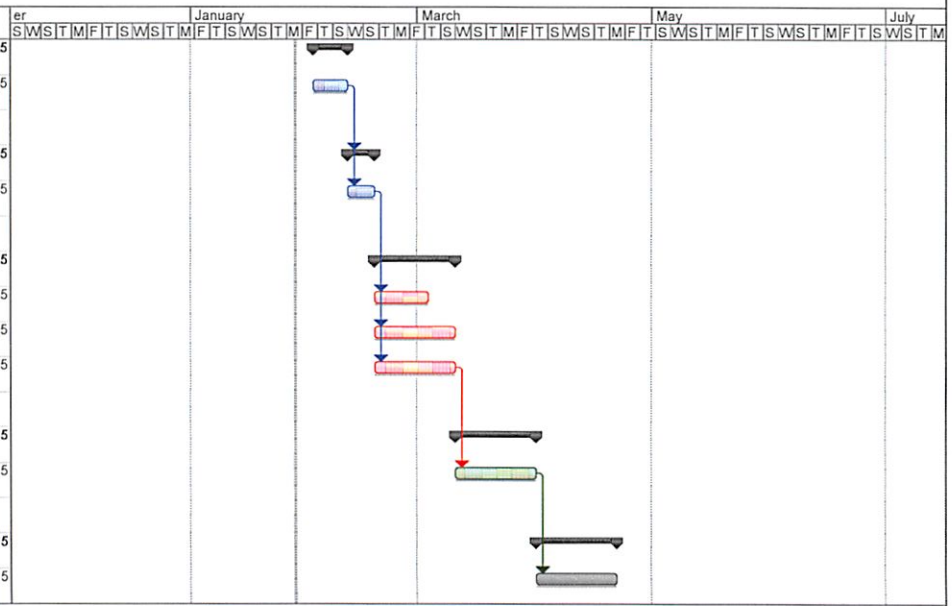
A detailed work schedule for each Work Authorization, identified and more particularly described in Article 7 of this Agreement, shall be prepared by the Engineer to be submitted and approved by the Owner in writing for each Work Authorization. The work schedule will provide specific work sequence and definite review times by the Owner and the Engineer of the work performed.

The Engineer will diligently pursue the completion of each Work Authorization as defined by the milestone and deliverable due dates outlined in each Work Authorization's associated work schedule.

The Engineer will inform the Owner (in reasonable advance of the delay) should the Engineer encounter delays that would prevent the performance of all work accordance with the established schedule.

COUNTY OF HIDALGO - PRECINCT NO. 1
LORENZANA ROAD RECONSTRUCTION PROJECT
EXHIBIT C - Work Schedule

ID	Task Name	Duration	Start	Finish
1	**Project Start Up**	**7 days**	**Mon 2/2/15**	**Tue 2/10/15**
2	Define Scope of Work and Tasks	7 days	Mon 2/2/15	Tue 2/10/15
3				
4	**Survey**	**5 days**	**Wed 2/11/15**	**Tue 2/17/15**
5	Design Topography	5 days	Wed 2/11/15	Tue 2/17/15
6				
7	**Preliminary Plans (30% Submittal)**	**15 days**	**Wed 2/18/15**	**Tue 3/10/15**
8	Develop Alternatives	10 days	Wed 2/18/15	Tue 3/3/15
9	Design Calculations	15 days	Wed 2/18/15	Tue 3/10/15
10	Preliminary Plans and Specifications	15 days	Wed 2/18/15	Tue 3/10/15
11				
12	**60-90% Submittal of Plans and Specifications**	**15 days**	**Wed 3/11/15**	**Tue 3/31/15**
13	Plans and Specifications	15 days	Wed 3/11/15	Tue 3/31/15
14				
15	**100% Submittal**	**15 days**	**Wed 4/1/15**	**Tue 4/21/15**
16	Final Plans & Specifications	15 days	Wed 4/1/15	Tue 4/21/15



Date: Wed 1/28/15

Task | Progress | Summary | External Tasks | Split
Split | Milestone | Project Summary | External MileTask

LeFEVRE ENVIRONMENTAL & MANAGEMENT CONSULTING LLC
Texas Registered Engineering Firm F-11722

Exhibit "D"

Cost Proposal

Work Authorization No. 1

Lorenzana/M080422

PREPARED BY:

LeFEVRE ENVIRONMENTAL & MANAGEMENT CONSULTING, LLC. (LEMC)

The County of Hidalgo, Texas, proposes to reconstruct Lorenzana Subdivision Road: Approximately 1,070 LF of Street Improvements to Lorenzana Rd.

Contract Amount: $10,732.89

Engineering Cost Proposal and Fee Breakdown

Original Scope:

Basic Engineering		$8,750.00
Topographic Survey		$1,982.89
	Total	**$10,732.89**

*Construction Material Testing, Geotechnical Engineering to be provided by others

	HOURLY FEES
PRINCIPAL	$200.00/HOUR
PROJECT ENGINEER	$175.00/HOUR
PROJECT MANAGER	$130.00/HOUR
DESIGNER/TECHNICIAN	$ 85.00/HOUR
ADMINISTRATIVE	$ 65.00/HOUR
INSPECTOR/PROJECT REPRESENTATIVE	$ 75.00/HOUR

*Reimbursables, Materials, and Travel are incorporated into hourly fees for individuals and will not be requested for this project.

LeFEVRE
ENVIRONMENTAL & MANAGEMENT CONSULTING, LLC
612 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.661.8000
Fax. 956.661.8001
Texas Registered Engineering Firm F-11722

Professional Engineering Cost Breakdown

Hidalgo County Precinct No. 1 - BCAP LorenzanaSubdivision Street Improvements

P178

LEMC Professional Engineering Services:

Civil Engineering

Hourly Rates:		
Principal Engineer	200	$/Hr
Engineer	175	$/Hr
Project Manager	130	$/Hr
CADD Technician	85	$/Hr
Inspector	75	$/Hr
Administration	65	$/Hr

Project Start Up (Task 2)	$200/Hr Principal Engineer	$130/Hr Project Manager	$175/Hr Project Engineer	$85/Hr CADD Technician	$65/Hr Clerk	$75/Hr Inspector
Meeting w/ County Staff		0.5	0.5			
Planning w/ County Staff		0.5	0.5			
Define Scope of Work & Tasks		0.5	0.5			
Total	**0**	**1.5**	**1.5**	**0**	**0**	**0**

Preliminary Plans (Task 4)	$200/Hr Principal Engineer	$130/Hr Project Manager	$175/Hr Project Engineer	$85/Hr CADD Technician	$65/Hr Clerk	$75/Hr Inspector
Develop Feasible Alternatives			0.5			
Develop Preferred Alternative			0.5			
Prepare Environmental Clearance (if any)						
Preliminary Design Calculations			1			
Preliminary Plans and General Notes			4	4	4	
Preliminary Specifications			4		8	
Total	**0**	**0**	**10**	**4**	**12**	**0**

Design - Civil Task 3	$200/Hr Principal Engineer	$130/Hr Project Manager	$175/Hr Project Engineer	$85/Hr CADD Technician	$65/Hr Clerk	$75/Hr Inspector
Survey Coordination and Evaluation		1	2	4	2	
Final Design Calculations		1	2			
Final Plan and General Notes		1	2	4	2	

Final Specifications		1	2		2	
Design	**0**	**4**	**8**	**8**	**6**	**0**

Final Plans and Specifications Task 5	**$200/Hr Principal Engineer**	**$130/Hr Project Manager**	**$175/Hr Project Engineer**	**$85/Hr CADD Technician**	**$65/Hr Clerk**	**$75/Hr Inspector**
Final Plan and General Notes	0.25	0.5	4	8		
Final Specifications	0.25	0.5	4		1.8846	
Design	**0.5**	**1**	**8**	**8**	**1.8846**	**0**
Total Hours	0.5	6.5	27.5	20	19.8846	0
Amount Per Hour	$200	$130	$175	$85	$65	$75
Grand Total	**$100**	**$845**	**$4,813**	**$1,700**	**$1,292**	**$0**
Total Amount	**$8,750.00**					

Survey	**$1500/Day Survey Team**	**$90/Hr Project Manager**	**$120/Hr Project Engineer**	**$65/Hr CADD Technician**	**$30/Hr Clerk**	**N/A Other**
Field Work - Survey	1					
CADD/Technician				5.1214		
Project Manager Oversight		0.5				
Final Suvey		0.5			2	
Sub-Total	**$ 1,500**	**$ 90**	**$ -**	**$ 332.89**	**$ 60**	**$ -**
Total Amount	**$1,982.89**					

CONTRACT TOTAL AMOUNT	**$10,732.89**

AI -47738 **Purchasing Department** **23. E. 1.**

CC - REGULAR

Meeting Date: 02/04/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Acceptance and approval to utilize and purchase through WSCA-NASPO Cooperative Purchasing Organization's awarded vendor, ShoreTel Inc through its' authorized partner, Richline Technical Services as permitted through Exhibit A-1 Addendum identified and approved to sell products/supports and related services under ShoreTel Inc's Contract #AR627 including the catalog support pricing for this year's services of Hidalgo County's existing ShoreTel Equipment List; and

b. Acceptance and approval of proposal as submitted by Richline Technical Services in the amount of $61,527.34 for the continuation of the products support of Hidalgo County's existing ShorteTel's telephone equipment related services and items as described in supporting itemized proposed documentation with authority for County Judge or Court Member to execute pertinent forms.

BACKGROUND

Several current line items listed on the County's ShoreTel Equipment are considered "end of life" however are replaced by the updated versions as detailed in the email correspondence by the vendor.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 1100-415-00-200-002-0-336

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

BUDGETARY IMPACT:

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Funds available as of 01/30/15: $414,510.90.

Attachments

ShoreTel's Contract #AR627 with Addendum

Participation Forms

WSCA-NASPO Information

Richline Technical Services Proposal/Correspondence

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	01/30/2015 02:56 PM
Budget & Management	Veronica Ortiz	01/30/2015 03:02 PM
Glinda Pacheco	Glinda Pacheco	01/30/2015 04:51 PM
Auditor's Office	Monica Badillo	01/30/2015 05:20 PM
Form Started By: Vangie Garcia		Started On: 12/09/2014 03:38 PM
Final Approval Date: 01/30/2015		

STATE OF UTAH - STATE COOPERATIVE CONTRACT

CONTRACT NUMBER AR627

1. CONTRACTING PARTIES: This State Cooperative Contract is between the **Division of Purchasing and General Services (State)**, 3150 State Office Building, PO Box 141061, Salt Lake City, UT 84114-1061, an agency of the State of Utah, and the following CONTRACTOR:

ShoreTel Inc.		
Name		
960 Stewart Dr		
Address		
Sunnyvale	CA	94085
City	State	Zip

LEGAL STATUS OF CONTRACTOR
- ☐ Sole Proprietor
- ☐ Non-Profit Corporation
- ☒ For-Profit Corporation
- ☐ Partnership
- ☐ Government Agency

Contact Person Holly Davis Phone #408-900-1195 Fax # 408-900-1195 Email hdavis@shoretel.com
Federal Tax ID# 770443568 Vendor #VC0000182077 Commodity Code #20458, 20464, 20621, 20623, 20659, 83833, 83800, 88332, 92000

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide:

Data communication equipment and services. A detailed list of awarded categories and subcategories are included in Attachment B - Scope of Work.

ShoreTel Inc. is authorized to provide equipment and services in the following categories:
5.3.0 Unified Communications.

3. CONTRACT PERIOD: Effective date: June 1, 2014 Termination date: May 31, 2019 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): N/A

4. PRICING AS PER THE ATTACHMENT C
PAYMENT TERMS: Net 30
DAYS REQUIRED FOR DELIVERY: 30 days ARO
MINIMUM ORDER: N/A
FREIGHT TERMS: FOB Destination, Freight Prepaid

5. ATTACHMENT A: WSCA-NASPO Standard Contract Terms and Conditions
ATTACHMENT B: Scope of Work
ATTACHMENT C: Pricing
ATTACHMENT D: Vendor's Response to Solicitation JP14001. The parties hereby acknowledge and agree that any exceptions stated in attachment "D" – Vendor's Proposal Response have been removed and/or resolved between the parties. Any exception in attachment "D" are explicitly NOT a part of this contract.

Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A. State specific Terms and Conditions will be found in the executed Participating Addendums. State Terms and Conditions in an executed Participating Addendum will take priority in the event of conflict between those terms and conditions and this Cooperative Contract.

6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.

b. Utah State Procurement Code, Procurement Rules, CONTRACTOR'S response to Bid #JP14001 and JP14001-1 dated August 30, 2013 and December 2, 2013, and Bid #JP14001 and JP14001-1 dated August 30, 2013 and December 2, 2013.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

Contractor's Signature — Date: 3/14/14

Type or Print Name and Title: Director, Vertical Programs

STATE OF UTAH

Director, Div. of Purchasing & General Svs. — Date: 3/17/14

State of Utah Contract Number: AR627

ATTACHMENT A – WSCA-NASPO Terms and Conditions

WSCA-NASPO Master Agreement Terms and Conditions

1. AGREEMENT ORDER OF PRECEDENCE:
The Master Agreement shall consist of the following documents:
1. A Participating Entity's Participating Addendum ("PA");
2. WSCA-NASPO Master Agreement Terms and Conditions;
3. The Statement of Work;
4. The Solicitation; and
5. Contractor's response to the Solicitation.

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the Solicitation, or terms listed or referenced on the Contractor's website, in the Contractor quotation/sales order or in similar documents subsequently provided by the Contractor.

2. AMENDMENTS The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA-NASPO Contract Administrator.

3. ASSIGNMENT/SUBCONTRACT Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the WSCA-NASPO Contract Administrator.

4. CANCELLATION Unless otherwise stated in the special terms and conditions, any Master Agreement may be canceled by either party upon 60 days notice, in writing, prior to the effective date of the cancellation. Further, any Participating State may cancel its

participation upon 30 days written notice, unless otherwise limited or stated in the special terms and conditions of this solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not effect the rights and obligations attending orders outstanding at the time of cancellation, including any right of and Purchasing Entity to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the Master Agreement due to Contractor default may be immediate.

5. CONFIDENTIALITY, NON-DISCLOSURE AND INJUNCTIVE RELIEF

5.1 Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing the Product under this Master Agreement, be exposed to or acquire information that is confidential to Participating Entity or Participating Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (a) any Participating Entity records, (b) personnel records, and (c) information concerning individuals, is confidential information of Participating Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (a) is or becomes (other than by disclosure by Contractor) publicly known; (b) is furnished by Participating Entity to others without restrictions similar to those imposed by this Master Agreement; (c) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (d) is obtained from a source other than Participating Entity without the obligation of confidentiality, (e) is disclosed with the written consent of Participating Entity or; (f) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

5.2 Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the performance of this Master Agreement to Participating Entity hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Participating Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Participating Entity immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement and Contractor shall at its expense cooperate with Participating Entity in seeking injunctive or other equitable relief in the name of Participating Entity or Contractor against any such person. Except as directed by Participating Entity, Contractor will not at any time

during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Participating Entity's request, Contractor shall turn over to Participating Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.
5.3 Injunctive Relief. Contractor acknowledges that breach of this Section, including disclosure of any Confidential Information, will cause irreparable injury to Participating Entity that is inadequately compensable in damages. Accordingly, Participating Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Participating Entity and are reasonable in scope and content.

6. DEBARMENT The contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by WSCA-NASPO.

7. DEFAULTS & REMEDIES
a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

i. Nonperformance of contractual requirements; or
ii. A material breach of any term or condition of this Master Agreement; or
iii. Any representation or warranty by Contractor in response to the solicitation or in this Master Agreement proves to be untrue or materially misleading; or
iv. Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
v. Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.
c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its

obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:

i. Exercise any remedy provided by law; and
ii. Terminate this Master Agreement and any related Contracts or portions thereof; and
iii. Impose liquidated damages as provided in this Master Agreement; and
iv. Suspend Contractor from receiving future bid solicitations; and
v. Suspend Contractor's performance; and
vi. Withhold payment until the default is remedied.

d. In the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum.

8. DELIVERY Unless otherwise indicated in the Master Agreement, the prices are the delivered price to any Participating State agency or political subdivision. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the contractor. Responsibility and liability for loss or damage shall remain the Contractor until final inspection and acceptance when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

9. FORCE MAJEURE Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. WSCA-NASPO may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

10.GOVERNING LAW This procurement and the resulting agreement shall be governed by and construed in accordance with the laws of the state sponsoring and administering the procurement. The construction and effect of any Participating Addendum or order against the Master Agreement(s) shall be governed by and construed in accordance with the laws of the Participating Entity's State. Venue for any claim, dispute or action concerning an order placed against the Master Agreement(s) or the effect of an Participating Addendum shall be in the Purchasing Entity's State.

11. INDEMNIFICATION The Contractor shall defend, indemnify and hold harmless WSCA-NASPO, the Lead State and Participating Entities along with their officers, agencies, and employees as well as any person or entity for which they may be liable from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the

performance under the Master Agreement. This section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement

12. INDEMNIFICATION - INTELLECTUAL PROPERTY The Contractor shall defend, indemnify and hold harmless WSCA-NASPO, the Lead State and Participating Entities along with their officers, agencies, and employees as well as any person or entity for which they may be liable ("Indemnified Party") from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim"). The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless:
(1) the Product, system or method is:
(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;
(b) specified by the Contractor to work with the Product; or
(c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
(2) it would be reasonably expected to use the Product in combination with such product, system or method.

The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. This section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

13. INDEPENDENT CONTRACTOR The contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA-NASPO or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not

to perform any acts as agent for WSCA-NASPO or the states, except as expressly set forth herein.

14. INDIVIDUAL CUSTOMER Except to the extent modified by a Participating Addendum, each Participating Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or to recover any costs allowed in the Master Agreement and applicable Participating Addendum for their purchases. Each Participating Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Participating Entity individually.

15. INSURANCE Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or at a Participating Entity's option, result in termination of its Participating Addendum.

Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:
a) Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than $1 million per occurrence/$2 million general aggregate;
b) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Participating Entity by the Contractor.

Prior to commencement of the work, Contractor shall provide to the Participating Entity a written endorsement to the Contractor's general liability insurance policy that (i) names the Participating Entity as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating Entity has been given at least thirty (30) days prior written notice, and (iii) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the Participating Entity as secondary and noncontributory.

Contractor shall furnish to Participating Entity copies of certificates of all required insurance within thirty (30) calendar days of the Participating Addendum's effective date and prior to performing any work. Copies of renewal certificates of all required insurance shall be

furnished within thirty (30) days after renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at State's sole option, result in this Master Agreement's termination.

Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement.

16. LAWS AND REGULATIONS Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

17. LICENSE OF PRE-EXISTING INTELLECTUAL PROPERTY Contractor grants to the Participating Entity a nonexclusive, perpetual, royalty-free, irrevocable, unlimited license to publish, translate, reproduce, modify, deliver, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The license shall be subject to any third party rights in the Pre-existing Intellectual Property. Contractor shall obtain, at its own expense, on behalf of the Participating Entity, written consent of the owner for the licensed Pre-existing Intellectual Property.

18. NO WAIVER OF SOVEREIGN IMMUNITY In no event shall this Master Agreement, any Participating Addendum or any contract or any purchase order issued thereunder, or any act of a Lead State or a Participating Entity, be a waiver by the Participating Entity of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the Participating State. This section applies to a claim brought against the Participating State only to the extent Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

19. ORDER NUMBERS Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

20. PARTICIPANTS WSCA-NASPO is the cooperative purchasing arm of the National Association of State Procurement Officials. It is a cooperative group contracting consortium for state government departments, institutions, agencies and political subdivisions (e.g.,

colleges, school districts, counties, cities, etc.,) for all 50 states, the District of Columbia and the organized US territories. Obligations under this Master Agreement are limited to those Participating States who have signed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award(s) will be permissive.

21. ENTITY PARTICIPATION Use of specific WSCA-NASPO cooperative Master Agreements by state agencies, political subdivisions and other entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

22.PAYMENT Payment for completion of a contract order is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

23. PUBLIC INFORMATION This Master Agreement and all related documents are subject to disclosure pursuant to the Participating Entity's public information laws.

24. RECORDS ADMINISTRATION AND AUDIT The contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the contractor for costs authorized by this Master Agreement. These records will be retained by the contractor for at least four years after the Master Agreement terminates, or until all audits initiated within the four years have been completed, whichever is later. The contractor agrees to allow WSCA-NASPO, State and Federal auditors, and state agency staff access to all the records of this Master Agreement and any order placed under this Master Agreement, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

25.REPORTS and ADMINISTRATIVE FEES The contractor shall submit quarterly reports to the WSCA-NASPO Contract Administrator showing the quantities and dollar volume of purchases by each participating entity.

The contractor must pay a WSCA-NASPO administrative fee of one quarter of one percent (.25%) in accordance with the terms and conditions of the Master Agreement. The WSCA-NASPO administrative fee shall be submitted quarterly and is based on sales of products and services. The WSCA-NASPO administration fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

Additionally, some States may require that an additional fee be paid directly to the State on purchases made by procuring entities within that State. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated in a Participating Addendum that is made a part of the Master Agreement. The contractor may adjust the Master Agreement pricing accordingly for purchases made by procuring agencies within the jurisdiction of the State. All such agreements may not affect the WSCA-NASPO administrative fee or the prices paid by the procuring agencies outside the jurisdiction of the State requesting the additional fee.

26. STANDARD OF PERFORMANCE AND ACCEPTANCE The Standard of Performance applies to all Product(s) purchased under this Master Agreement, including any additional, replacement, or substitute Product(s) and any Product(s) which are modified by or with the written approval of Contractor after Acceptance by the Participating Entity. The Acceptance Testing period shall be thirty (30) calendar days or other time period identified in the solicitation or the Participating Addendum, starting from the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the Standard of Performance during the initial period of Acceptance Testing, Participating Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the Standard of Performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the Standard of Performance issue(s). If after the cure period, the Product still has not met the Standard of Performance Participating Entity may, at its option: (1) declare Contractor to be in breach and terminate the Order; (2) demand replacement Product from Contractor at no additional cost to Participating Entity; or, (3) continue the cure period for an additional time period agreed upon by the Participating Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be accepted and no charges shall be paid until the Standard of Performance is met. The warranty period will begin upon Acceptance.

27. SYSTEM FAILURE OR DAMAGE In the event of system failure or damage caused by the Contractor or its Product, the Contractor agrees to use its best efforts to restore or assist in restoring the system to operational capacity.

28. TITLE OF PRODUCT Upon Acceptance by the Participating Entity, Contractor shall convey to Participating Entity title to the Product free and clear of all liens, encumbrances, or other security interests.Transfer of title to the Product shall include an irrevocable and perpetual license to use the Embedded Software in the Product. If Participating Entity subsequently transfers title of the Product to another entity, Participating Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Participating Entity or Participating Entity's transferee.

29. WAIVER OF BREACH Failure of Lead State or Participating Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State or Participating Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or breach of any terms or requirements shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement or Participating Addendum.

30. WARRANTY The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Participating Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Participating Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

See Attachment D - Vendor RFP Response for warranty details.

31. ASSIGNMENT OF ANTITRUST RIGHTS Contractor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

Contractor shall require any subcontractors hired to perform any of Contractor's obligations, under this Master Agreement or Participating Addendum, to irrevocably assign to a Participating Entity, as third party beneficiary, any right, title or interest that has accrued or which may accrue in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the subcontractor for the purpose of carrying out the subcontractor's obligations to the Contractor in pursuance of this Master Agreement or Participating Addendum, including, at a

Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

32. **WSCA-NASPO eMARKET CENTER** Awarded responders are required to participate in the WSCA-NASPO eMarket Center and, working through WSCA-NASPO's contractor (SciQuest), connect with the eMarket Center. The ideal situation would be to use either a hosted (by SciQuest) or Punchout Level 2 catalog configurations, but actual requirements will be determined by the Lead State Contract Administrator, WSCA-NASPO, WSCA-NASPO's contractor (SciQuest) and the awarded contractor, after award. Participation does not require an awarded responder to have any special level of technology or technological understanding.

Definitions

Acceptance - means a written notice from a purchasing entity to contractor advising Contractor that the Product has passed its Acceptance Testing. Acceptance of a product for which acceptance testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the product, unless the Purchasing Entity provides a written notice of rejection to contractor.

Acceptance Testing - means the process for ascertaining that the Product meets the standards set forth in the section titled Standard of Performance and Acceptance, prior to Acceptance by the Purchasing Entity.

Contractor - means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

Intellectual Property - means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State - means the State conducting this cooperative solicitation and centrally administering any resulting Master Agreement with the permission of the Signatory States.

Master Agreement - means the underlying agreement executed by and between the Lead State, as WSCA-NASPO contract administrator, acting on behalf of WSCA-NASPO, and the Contractor, as now or hereafter amended.

Order - means any purchase order, sales order, or other document used by a Participating Entity to order the Products.

Participating Addendum - means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements ,e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity - means a state, or other legal entity, properly authorized by a state to enter into the Master Agreement or Participating Addendum or who is authorized to order under the Master Agreement or Participating Addendum.

Product - Any equipment, software (including embedded software), documentation, or deliverable supplied or created by the Contractor pursuant to this Master Agreement.

WSCA-NASPO -is a cooperative group contracting consortium for state procurement officials, representing departments, institutions, agencies, and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for all states and the District of Columbia. WSCA-NASPO is a cooperative purchasing arm of the National Association of State Procurement Officials (NASPO).

Additional Definitions and Alternative Terms for Consideration

Below are additional definitions and alternative terms for consideration by the sourcing teams depending upon the nature of the solicitation and negotiations between the Contractor and Vendor.

Embedded Software - means one or more software applications which permanently reside on a computing device.

Machine Code - means microcode, basic input/output system code, utility programs, device drivers, diagnostics, and another code delivered with a computing device for the purpose of enabling the function of the computing device, as stated in its published specifications.

(revised March 2013)

State of Utah Contract Number: AR627

ATTACHMENT A – WSCA-NASPO Terms and Conditions

WSCA-NASPO Master Agreement Terms and Conditions

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These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the Solicitation, or terms listed or referenced on the Contractor's website, in the Contractor quotation/sales order or in similar documents subsequently provided by the Contractor.

2. AMENDMENTS The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA-NASPO Contract Administrator.

3. ASSIGNMENT/SUBCONTRACT Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the WSCA-NASPO Contract Administrator.

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participation upon 30 days written notice, unless otherwise limited or stated in the special terms and conditions of this solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not effect the rights and obligations attending orders outstanding at the time of cancellation, including any right of and Purchasing Entity to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the Master Agreement due to Contractor default may be immediate.

5. CONFIDENTIALITY, NON-DISCLOSURE AND INJUNCTIVE RELIEF

5.1 Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing the Product under this Master Agreement, be exposed to or acquire information that is confidential to Participating Entity or Participating Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (a) any Participating Entity records, (b) personnel records, and (c) information concerning individuals, is confidential information of Participating Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (a) is or becomes (other than by disclosure by Contractor) publicly known; (b) is furnished by Participating Entity to others without restrictions similar to those imposed by this Master Agreement; (c) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (d) is obtained from a source other than Participating Entity without the obligation of confidentiality, (e) is disclosed with the written consent of Participating Entity or; (f) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

5.2 Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the performance of this Master Agreement to Participating Entity hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Participating Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Participating Entity immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement and Contractor shall at its expense cooperate with Participating Entity in seeking injunctive or other equitable relief in the name of Participating Entity or Contractor against any such person. Except as directed by Participating Entity, Contractor will not at any time

during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Participating Entity's request, Contractor shall turn over to Participating Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.
5.3 Injunctive Relief. Contractor acknowledges that breach of this Section, including disclosure of any Confidential Information, will cause irreparable injury to Participating Entity that is inadequately compensable in damages. Accordingly, Participating Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Participating Entity and are reasonable in scope and content.

6. DEBARMENT The contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by WSCA-NASPO.

7. DEFAULTS & REMEDIES
a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

i. Nonperformance of contractual requirements; or
ii. A material breach of any term or condition of this Master Agreement; or
iii. Any representation or warranty by Contractor in response to the solicitation or in this Master Agreement proves to be untrue or materially misleading; or
iv. Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
v. Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.
c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its

obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:

i. Exercise any remedy provided by law; and
ii. Terminate this Master Agreement and any related Contracts or portions thereof; and
iii. Impose liquidated damages as provided in this Master Agreement; and
iv. Suspend Contractor from receiving future bid solicitations; and
v. Suspend Contractor's performance; and
vi. Withhold payment until the default is remedied.

d. In the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum.

8. DELIVERY Unless otherwise indicated in the Master Agreement, the prices are the delivered price to any Participating State agency or political subdivision. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the contractor. Responsibility and liability for loss or damage shall remain the Contractor until final inspection and acceptance when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

9. FORCE MAJEURE Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. WSCA-NASPO may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

10.GOVERNING LAW This procurement and the resulting agreement shall be governed by and construed in accordance with the laws of the state sponsoring and administering the procurement. The construction and effect of any Participating Addendum or order against the Master Agreement(s) shall be governed by and construed in accordance with the laws of the Participating Entity's State. Venue for any claim, dispute or action concerning an order placed against the Master Agreement(s) or the effect of an Participating Addendum shall be in the Purchasing Entity's State.

11. INDEMNIFICATION The Contractor shall defend, indemnify and hold harmless WSCA-NASPO, the Lead State and Participating Entities along with their officers, agencies, and employees as well as any person or entity for which they may be liable from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the

performance under the Master Agreement. This section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement

12. INDEMNIFICATION - INTELLECTUAL PROPERTY The Contractor shall defend, indemnify and hold harmless WSCA-NASPO, the Lead State and Participating Entities along with their officers, agencies, and employees as well as any person or entity for which they may be liable ("Indemnified Party") from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim"). The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless:
(1) the Product, system or method is:
(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;
(b) specified by the Contractor to work with the Product; or
(c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
(2) it would be reasonably expected to use the Product in combination with such product, system or method.

The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. This section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

13. INDEPENDENT CONTRACTOR The contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA-NASPO or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not

to perform any acts as agent for WSCA-NASPO or the states, except as expressly set forth herein.

14. INDIVIDUAL CUSTOMER Except to the extent modified by a Participating Addendum, each Participating Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or to recover any costs allowed in the Master Agreement and applicable Participating Addendum for their purchases. Each Participating Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Participating Entity individually.

15. INSURANCE Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or at a Participating Entity's option, result in termination of its Participating Addendum.

Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:
a) Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than $1 million per occurrence/$2 million general aggregate;
b) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Participating Entity by the Contractor.

Prior to commencement of the work, Contractor shall provide to the Participating Entity a written endorsement to the Contractor's general liability insurance policy that (i) names the Participating Entity as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating Entity has been given at least thirty (30) days prior written notice, and (iii) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the Participating Entity as secondary and noncontributory.

Contractor shall furnish to Participating Entity copies of certificates of all required insurance within thirty (30) calendar days of the Participating Addendum's effective date and prior to performing any work. Copies of renewal certificates of all required insurance shall be

furnished within thirty (30) days after renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at State's sole option, result in this Master Agreement's termination.

Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement.

16. LAWS AND REGULATIONS Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

17. LICENSE OF PRE-EXISTING INTELLECTUAL PROPERTY Contractor grants to the Participating Entity a nonexclusive, perpetual, royalty-free, irrevocable, unlimited license to publish, translate, reproduce, modify, deliver, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The license shall be subject to any third party rights in the Pre-existing Intellectual Property. Contractor shall obtain, at its own expense, on behalf of the Participating Entity, written consent of the owner for the licensed Pre-existing Intellectual Property.

18. NO WAIVER OF SOVEREIGN IMMUNITY In no event shall this Master Agreement, any Participating Addendum or any contract or any purchase order issued thereunder, or any act of a Lead State or a Participating Entity, be a waiver by the Participating Entity of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the Participating State. This section applies to a claim brought against the Participating State only to the extent Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

19. ORDER NUMBERS Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

20. PARTICIPANTS WSCA-NASPO is the cooperative purchasing arm of the National Association of State Procurement Officials. It is a cooperative group contracting consortium for state government departments, institutions, agencies and political subdivisions (e.g.,

colleges, school districts, counties, cities, etc.,) for all 50 states, the District of Columbia and the organized US territories. Obligations under this Master Agreement are limited to those Participating States who have signed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award(s) will be permissive.

21. ENTITY PARTICIPATION Use of specific WSCA-NASPO cooperative Master Agreements by state agencies, political subdivisions and other entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

22.PAYMENT Payment for completion of a contract order is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

23. PUBLIC INFORMATION This Master Agreement and all related documents are subject to disclosure pursuant to the Participating Entity's public information laws.

24. RECORDS ADMINISTRATION AND AUDIT The contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the contractor for costs authorized by this Master Agreement. These records will be retained by the contractor for at least four years after the Master Agreement terminates, or until all audits initiated within the four years have been completed, whichever is later. The contractor agrees to allow WSCA-NASPO, State and Federal auditors, and state agency staff access to all the records of this Master Agreement and any order placed under this Master Agreement, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

25.REPORTS and ADMINISTRATIVE FEES The contractor shall submit quarterly reports to the WSCA-NASPO Contract Administrator showing the quantities and dollar volume of purchases by each participating entity.

The contractor must pay a WSCA-NASPO administrative fee of one quarter of one percent (.25%) in accordance with the terms and conditions of the Master Agreement. The WSCA-NASPO administrative fee shall be submitted quarterly and is based on sales of products and services. The WSCA-NASPO administration fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

Additionally, some States may require that an additional fee be paid directly to the State on purchases made by procuring entities within that State. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated in a Participating Addendum that is made a part of the Master Agreement. The contractor may adjust the Master Agreement pricing accordingly for purchases made by procuring agencies within the jurisdiction of the State. All such agreements may not affect the WSCA-NASPO administrative fee or the prices paid by the procuring agencies outside the jurisdiction of the State requesting the additional fee.

26. STANDARD OF PERFORMANCE AND ACCEPTANCE The Standard of Performance applies to all Product(s) purchased under this Master Agreement, including any additional, replacement, or substitute Product(s) and any Product(s) which are modified by or with the written approval of Contractor after Acceptance by the Participating Entity. The Acceptance Testing period shall be thirty (30) calendar days or other time period identified in the solicitation or the Participating Addendum, starting from the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the Standard of Performance during the initial period of Acceptance Testing, Participating Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the Standard of Performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the Standard of Performance issue(s). If after the cure period, the Product still has not met the Standard of Performance Participating Entity may, at its option: (1) declare Contractor to be in breach and terminate the Order; (2) demand replacement Product from Contractor at no additional cost to Participating Entity; or, (3) continue the cure period for an additional time period agreed upon by the Participating Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be accepted and no charges shall be paid until the Standard of Performance is met. The warranty period will begin upon Acceptance.

27. SYSTEM FAILURE OR DAMAGE In the event of system failure or damage caused by the Contractor or its Product, the Contractor agrees to use its best efforts to restore or assist in restoring the system to operational capacity.

28. TITLE OF PRODUCT Upon Acceptance by the Participating Entity, Contractor shall convey to Participating Entity title to the Product free and clear of all liens, encumbrances, or other security interests.Transfer of title to the Product shall include an irrevocable and perpetual license to use the Embedded Software in the Product. If Participating Entity subsequently transfers title of the Product to another entity, Participating Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Participating Entity or Participating Entity's transferee.

29. WAIVER OF BREACH Failure of Lead State or Participating Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State or Participating Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or breach of any terms or requirements shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement or Participating Addendum.

30. WARRANTY The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Participating Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Participating Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

See Attachment D - Vendor RFP Response for warranty details.

31. ASSIGNMENT OF ANTITRUST RIGHTS Contractor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

Contractor shall require any subcontractors hired to perform any of Contractor's obligations, under this Master Agreement or Participating Addendum, to irrevocably assign to a Participating Entity, as third party beneficiary, any right, title or interest that has accrued or which may accrue in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the subcontractor for the purpose of carrying out the subcontractor's obligations to the Contractor in pursuance of this Master Agreement or Participating Addendum, including, at a

Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

32. **WSCA-NASPO eMARKET CENTER** Awarded responders are required to participate in the WSCA-NASPO eMarket Center and, working through WSCA-NASPO's contractor (SciQuest), connect with the eMarket Center. The ideal situation would be to use either a hosted (by SciQuest) or Punchout Level 2 catalog configurations, but actual requirements will be determined by the Lead State Contract Administrator, WSCA-NASPO, WSCA-NASPO's contractor (SciQuest) and the awarded contractor, after award. Participation does not require an awarded responder to have any special level of technology or technological understanding.

Definitions

Acceptance - means a written notice from a purchasing entity to contractor advising Contractor that the Product has passed its Acceptance Testing. Acceptance of a product for which acceptance testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the product, unless the Purchasing Entity provides a written notice of rejection to contractor.

Acceptance Testing - means the process for ascertaining that the Product meets the standards set forth in the section titled Standard of Performance and Acceptance, prior to Acceptance by the Purchasing Entity.

Contractor - means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

Intellectual Property - means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State - means the State conducting this cooperative solicitation and centrally administering any resulting Master Agreement with the permission of the Signatory States.

Master Agreement - means the underlying agreement executed by and between the Lead State, as WSCA-NASPO contract administrator, acting on behalf of WSCA-NASPO, and the Contractor, as now or hereafter amended.

Order - means any purchase order, sales order, or other document used by a Participating Entity to order the Products.

Participating Addendum - means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements ,e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity - means a state, or other legal entity, properly authorized by a state to enter into the Master Agreement or Participating Addendum or who is authorized to order under the Master Agreement or Participating Addendum.

Product - Any equipment, software (including embedded software), documentation, or deliverable supplied or created by the Contractor pursuant to this Master Agreement.

WSCA-NASPO -is a cooperative group contracting consortium for state procurement officials, representing departments, institutions, agencies, and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for all states and the District of Columbia. WSCA-NASPO is a cooperative purchasing arm of the National Association of State Procurement Officials (NASPO).

Additional Definitions and Alternative Terms for Consideration

Below are additional definitions and alternative terms for consideration by the sourcing teams depending upon the nature of the solicitation and negotiations between the Contractor and Vendor.

Embedded Software - means one or more software applications which permanently reside on a computing device.

Machine Code - means microcode, basic input/output system code, utility programs, device drivers, diagnostics, and another code delivered with a computing device for the purpose of enabling the function of the computing device, as stated in its published specifications.

(revised March 2013)

ATTACHMENT B:

SHORETEL STATEMENT OF WORK

Categories authorized under this contract:

5.3.0 UNIFIED COMMUNICATIONS (UC) — A set of products that provides a consistent unified user interface and user experience across multiple devices and media types. Unified Communications that is able to provide services such as session management, voice, video, messaging, mobility, and web conferencing. It can provide the foundation for advanced unified communications capabilities of IM and presence-based services and extends telephony features and capabilities to packet telephony network devices such as IP phones, media processing devices, Voice over IP (VoIP) gateways, and multimedia applications. Additional services, such as unified messaging, multimedia conferencing, collaborative contact centers, and interactive multimedia response systems, are made possible through open telephony APIs. General UC solution capabilities should include:

High Availability for Call Processing

Hardware Platform High Availability

Network Connectivity High Availability

Call Processing Redundancy

5.3.0.1 IP Telephony — Solutions utilized to provide the delivery of the telephony application (for example, call setup and teardown, and telephony features) over IP, instead of using circuit-switched or other modalities. Capabilities should include:

Support for analog, digital, and IP endpoints

Centralized Management

Provide basic hunt group and call queuing capabilities

Flexibility to configure queue depth and hold time, play unique announcements and Music on Hold (MoH), log in and log out users from a queue and basic queue statistics (from the phone

E911 Support

5.3.0.2 Instant messaging/ Presence — Solutions that allow communication over the Internet that offers quick transmission of text-based messages from sender to receiver. In push mode between two or more people using personal computers or other devices, along with shared clients, instant messaging basically offers real-time direct written language-based online chat. Instant messaging may also provide video calling, file sharing, PC-to-PC voice calling and PC-to-regular-phone calling.

5.3.0.3 Unified messaging — Integration of different electronic messaging and communications media (e-mail, SMS, Fax, voicemail, video messaging, etc.) technologies into a single interface, accessible from a variety of different devices.

Ability to access and manage voice messages in a variety of ways, using email inbox, Web browser, desktop client, VoIP phone, or mobile phone

Visual Voicemail Support (Optional)

5.3.0.4 Contact Center — A computer-based system that provides call and contact routing for high-volume telephony transactions, with specialist answering "agent" stations and a sophisticated real-time contact management system. The definition includes all contact center systems that provide inbound contact

handling capabilities and automatic contact distribution, combined with a high degree of sophistication in terms of dynamic contact traffic management.

5.3.0.5 Communications End Points and Applications

Attendant Consoles

IP Phones

5.3.0.6 UC Network Management — Provides end-to-end service management for Unified Communications. Capabilities include testing, performance monitoring, configuration management, and business intelligence reporting.

5.3.0.7 Collaboration — Voice, video, and web conferencing; messaging; mobile applications; and enterprise social software.

5.3.0.8 Collaborative Video — A set of immersive video technologies that enable people to feel or appear as if they were present in a location that they are not physically in. Immersive video consists of a multiple codec video system, where each meeting attendee uses an immersive video room to "dial in" and can see/talk to every other member on a screen (or screens) as if they were in the same room and provides call control that enables intelligent video bandwidth management.

5.3.0.8.1 Content Delivery Systems (CDS) — A large distributed system of servers deployed in multiple data centers connected by the Internet. The purpose of the content delivery system is to serve content to end-users with high availability and high performance. CDSs serve content over the Internet, including web objects (text, graphics, URLs, and scripts), downloadable objects (media files, software, documents), applications (e-commerce, portals), live streaming media, on-demand streaming media, and social networks.

5.3.0.8.2 Physical Security — Technology utilized to restricting physical access by unauthorized people to controlled facilities. Technologies include:

a. Access control systems

b. Detection/Identification systems, such as surveillance systems, closed circuit television cameras, or IP camera networks and the associated monitoring systems.

c. Response systems such as alert systems, desktop monitoring systems, radios, mobile phones, IP phones, and digital signage

d. Building and energy controls

STATE OF UTAH CONTRACT NUMBER – AR627

Attachment C – Pricing
Solicitation Number JP14001
WSCA-NASPO Data Communications RFP

Vendor Name: **ShoreTel**

RFP Product Categories:	**Minimum Discount Percentage:**
5.3.0 UNIFIED COMMUNICATIONS (UC)	**Discount % 35**

Current ShoreTel Inc. pricing sheets, approved by the State of Utah, can be found at the following web link:

SHORETEL PRICING SHEETS CLICK HERE

IMPORTANT: The minimum discount percentage listed in this attachment is for general informational purposes only and may not apply to every line item authorized under this contract. For specific item pricing, please refer to the contract price list weblink provided in this document.

Vendors are required to post state specific pricing on their hosted website or through the WSCA-NASPO eMarket center as required by solicitation JP14001, in addition to the vendor pricing sheets approved and hosted by the State of Utah's master contract summary sheet. The State of Utah vendor pricing sheets will serve as the approved base price and do not include any applicable state specific administrative fees. State specific pricing, hosted on the vendor website or WSCA-NASPO eMarketcenter may reflect authorized state specific administrative fees. No other fees are authorized under this contract. Pricing audits may be conducted at any time by the State of Utah, WSCA-NASPO, or 3rd party audit provider to ensure accurate pricing.

Per Solicitation JP14001, the following pricing/product requirements and instructions apply:

1.11 Pricing Structure

Pricing Structure: Pricing for the WSCA-NASPO Master Agreements shall be based on the Percent Discount off the current global MSRP Schedule applicable to United States customers.

1.12 Price Guarantee Period

Price Guarantee Period: The Data Communication Provider's Discount rate shall remain in effect for the term of the WSCA-NASPO Master Price Agreement.

1.13 Price Escalation

Equipment, Supplies and Services: Data Communications provider may update the pricing on their MSRP price list one time every year after the first year of the original contract term. The WSCA-NASPO Contract Administrator will review a documented request for a Price Schedule price list adjustment only after the Price Guarantee Period.

1.14 Price Reductions

In the event of a price decrease in any category of product at any time during the contract in a Provider's Price Schedule, including renewal options, the WSCA-NASPO Contract Administrator shall be notified immediately. All Price Schedule price reductions shall be effective upon the notification provided to the WSCA-NASPO Master Agreement Administrator.

1.20 WSCA Administrative Fee

The Contracted Supplier must pay a WSCA-NASPO administrative fee of one quarter of one percent (.025%) in accordance with the terms and conditions of the contract. The WSCA-NASPO administrative fee shall be submitted quarterly and is based on the actual sales of all products and services in conjunction with your quarterly reports. The WSCA-NASPO administrative fee must be included when determining the pricing offered. The WSCA-NASPO administrative fee is not negotiable and shall not be added as a separate line item on an invoice.

Additionally, some WSCA-NASPO participating entities may require that an administrative fee be paid directly to the WSCA-NASPO participating entity on purchases made by purchasing entities within that State. For all such requests, the fee percentage, payment method and payment schedule for the participating entity's administrative fee will be incorporated in the Participating Addendum. Data Communications Provider will be held harmless, and may adjust (increase) the WSCA-NASPO Master Agreement pricing by the fee percentage for that participating entity accordingly for purchases made by purchasing entities within the jurisdiction of the State. All such agreements may not affect the WSCA-NASPO fee or the prices paid by the purchasing entities outside the jurisdiction of the participating entities requesting the additional fee.

5.3.2 ADDING PRODUCTS

The ability to add new equipment and services is for the convenience and benefit of WSCA-NASPO, the Participating States, and all the Authorized Purchasers. The intent of this process is to promote "one-stop shopping" and convenience for the customers and equally important, to make the contract flexible in keeping up with rapid technological advances. The option to add new product or service categories and/items will expedite the delivery and implementation of new technology solutions for the benefit of the Authorized Purchasers.

After the contracts are awarded, additional IT product categories and/or items may be added per the request of the Contractor, a Participating State, an Authorized Purchaser or WSCA-NASPO. Additions may be ad hoc and temporary in nature or permanent. All additions to an awarded Contractor or Manufacturer's offerings must be products, services, software, or solutions that are commercially available at the time they are added to the contract award and fall within the original scope and intent of the RFP (i.e., converged technologies, value adds to manufacturer's solution offerings, etc.).

5.3.2.1 New Product from Contractors — If Contractor, a Participating State, an Authorized Purchaser or WSCA-NASPO itself requests to add new product categories permanently, then all awarded Contractors (Manufacturers) will be notified of the proposed change and will have the opportunity to work with WSCA to determine applicability, introduction, etc. Any new products or services must be reviewed and approved by the WSCA-NASPO Contract Administrator.

5.3.2.2 Ad Hoc Product Additions — A request for an ad hoc, temporary addition of a product category/item must be submitted to WSCA-NAPOS via the governmental entity's contracting/purchasing officer. Ad hoc, temporary requests will be handled on a case-by-case basis.

5.3.2.3 Pricelist Updates — As part of each Contractor's ongoing updates to its pricelists throughout the contract term, Contractor can add new SKUs to its awarded product categories that may have been developed in-house or obtained through mergers, acquisitions or joint ventures; provided, however, that such new SKUs fall within the Contractor's awarded product categories.

WSCA Pricing Catalog

SKU	Item Number	Item Name	Item Description	MSRP	WSCA Discount	WSCA Contract Price	Discount Category
VOICE SWITCHES							
10229	600-1057	VOICE SWITCH, SG220T1A MADE IN USA	Voice Switch SG-220T1A - 1U half width, Max Capacities - 1 T1, 220 IP phones, 4 Analog exts, 2 LS trunks, 0 Universal ports. Made in USA.	6495	35%	4221.75	P1
10259	600-1041	VOICE SWITCH, SG50 MADE IN USA	Voice Switch SG-50 - 1U half width, Max Capacities - 50 IP phones, 2 Analog exts, 4 LS trunks, 0 Universal ports. Not all maximum capacities can be reached at the same time. Made in USA.	1995	35%	1296.75	P1
10260	600-1042	VOICE SWITCH, SG90 MADE IN USA	Voice Switch SG-90 - 1U half width, Max Capacities - 90 IP phones, 4 Analog exts, 8 LS trunks, 0 Universal ports. Made in USA.	2995	35%	1946.75	P1
10261	600-1043	VOICE SWITCH, SG220T1 MADE IN USA	Voice Switch SG-220T1 - 1U half width, Max Capacities - 1 T1, 220 IP phones, 0 analog exts, 0 LS trunks, 0 universal ports. Made in USA.	5995	35%	3896.75	P1
10320	600-1071	VOICE SWITCH, SG30 MADE IN USA	Voice Switch SG-30 - 1U half width, Max Capacities - 30 IP phones, 2 Analog exts, 2 LS trunks, 0 Universal ports. (Requires ShoreTel 8 or later). Made in USA.	1595	35%	1036.75	P1
10321	600-1073	VOICE SWITCH, SG24A MADE IN USA	Voice Switch SG-24A - 1U full width, Max Capacities - 24 Analog extensions. No IP Phone or trunk support. (Requires ShoreTel 8 or later). Made in USA.	2995	35%	1946.75	P1
10322	600-1069	VOICE SWITCH, SGT1k GEN4 MADE IN USA	Voice Switch SG-T1k - 1U half width, Max Capacities - 1 T1, 0 IP phones, 0 Analog exts, 0 LS only trunks, 0 Universal ports. Digital trunk support only. (Requires ShoreTel 8 or later). Made in USA.	3495	35%	2271.75	P1
10323	600-1068	VOICE SWITCH, SGE1k GEN4 MADE IN USA	Voice Switch SG-E1k (International only) - 1U half width, Max Capacities - 1 E1, 0 IP phones, 0 Analog exts, 0 LS only trunks, 0 Universal ports. Digital trunk support only. (Requires ShoreTel 8.1 or later). Made in USA.	3495	35%	2271.75	P1
10324	600-1059	VOICE SWITCH, SG50V MADE IN USA	Voice Switch SG-50V - 1U half width. 50 IP phones, 2 Analog exts, 4 LS trunks, 50 mailboxes, 22 hours of storage. Made in USA.	2495	35%	1621.75	P1
10325	600-1060	VOICE SWITCH, SG90V MADE IN USA	Voice Switch SG-90V - 1U half width. 90 IP phones, 4 Analog exts, 8 LS trunks, 90 mailboxes, 56 hours of storage. (Requires ShoreTel 8.1 or later). Made in USA.	3695	35%	2401.75	P1
60155	620-1290	BUNDLE, VOICE SWITCH, ANALOG, 144 FXS PORTS	Voice Switch 144 FXS Port Analog Bundle (includes Voice Switch SG-24A and extension only licenses). Made in USA.	24000	35%	15600.00	P1N
30134	690-1232	LICENSE, VIRTUAL PHONE CAPACITY - QTY 1	Virtual phone capacity license. 1 license per each phone registered to a virtual phone switch.	45	35%	29.25	P1
30135	690-1234	LICENSE, VIRTUAL PHONE CAPACITY - QTY 50	Virtual phone capacity license. Quantity 50. Each phone also requires an Extension license.	1750	35%	1,137.50	P1
30136	690-1235	LICENSE, VIRTUAL PHONE CAPACITY - QTY 200	Virtual phone capacity license. Quantity 200. Each phone also requires an Extension license.	5000	35%	3,250.00	P1
30137	690-1236	LICENSE BUNDLE, VIRTUAL SIP TRUNK - QTY 1	Virtual SIP trunk license. Enable 1 SIP trunk on a ShoreTel virtual SIP trunk switch.	95	35%	61.75	P1
30138	690-1237	LICENSE BUNDLE, VIRTUAL SIP TRUNK - QTY 25	Virtual SIP trunk license. Pack of 25. Enables 25 SIP trunks on a ShoreTel virtual SIP trunk switch.	2125	35%	1,381.25	P1
30139	690-1238	LICENSE BUNDLE, VIRTUAL SIP TRUNK - QTY 50	Virtual SIP trunk license. Pack of 50. Enables 50 SIP trunks on a ShoreTel virtual SIP trunk switch.	3750	35%	2,437.50	P1
30140	690-1239	LICENSE, UPGRADE FROM SIP TRUNK TO VIRTUAL SIP TRUNK	Upgrade from SIP trunk license (SKU 30043) to Virtual SIP trunk license. Enables 1 SIP trunk on a ShoreTel virtual SIP trunk switch	45	35%	29.25	P1
IP PHONES							
10495	630-2081	IP PHONE, IP420	IP Phone IP 420 – Requires ShoreTel 14 or later	189	35%	122.85	P1
10496	630-2098	IP PHONE, IP480	IP Phone IP 480 – Requires ShoreTel 14 or later	299	35%	194.35	P1
10497	630-2099	IP PHONE, IP480G	IP Phone IP 480g – Requires ShoreTel 14 or later	369	35%	239.85	P1
10498	630-1101	IP PHONE, IP485G	IP Phone IP 485g – Requires ShoreTel 14 or later	429	35%	278.85	P1
10429	630-1073	IP PHONE, IP655 W/ANTIGLARE	IP Phone IP 655 with anti-glare screen - (Requires ShoreTel 11.1 or later)	749	35%	486.85	P1
10217	630-1035	IP PHONE, IP115 BLK	IP Phone IP 115 - Black (Requires ShoreTel 7.5 or later)	159	35%	103.35	P1
10198	630-1028	IP PHONE, IP212K BLK	IP Phone IP 212k - Black (Requires ShoreTel 6.1 or later)	299	35%	194.35	P1
10196	630-1026	IP PHONE, IP230 BLK	IP Phone IP 230 - Black (Requires ShoreTel 6.1 or later)	259	35%	168.35	P1
10268	630-1044	IP PHONE, IP230G BLK	IP Phone IP 230g - Black (Requires ShoreTel 8.1 or later)	329	35%	213.85	P1
10219	630-1037	IP PHONE, IP265 BLK	IP Phone IP 265 - Black (Requires ShoreTel 7.5 or later)	369	35%	239.85	P1
10204	630-1031	IP PHONE, IP560G BLK	IP Phone IP 560g - Black (Requires ShoreTel 6.1 or later)	429	35%	278.85	P1
10175	630-1023	IP PHONE, BB24 BLK	IP Phone BB24 - Black (Requires ShoreTel 6 or later)	299	35%	194.35	P1
APPLICATION SERVERS							
21020	610-1064	DIST VOICE SVCS SVR	Distributed Voice Services License	995	35%	646.75	P1
29152	620-1306	KIT, USB ST 14.2 SOFTWARE	ShoreTel 14.2 Software (General Release) Enterprise and SBE 100 Customers	0	35%	0.00	P2N
30035	690-1047	LICENSE, EXTENSION & MAILBOX	Extension & Mailbox License	200	35%	130.00	P1
30039	690-1051	LICENSE, EXTENSION ONLY	Extension-only License (Requires ShoreTel 5.2 or higher)	140	35%	91.00	P1
30040	690-1052	LICENSE, MAILBOX ONLY	Mailbox-only License (Requires ShoreTel 5.2 or higher)	90	35%	58.50	P1
30041	690-1053	LICENSE, ADDITIONAL LANGUAGE	Add'l Language License (Requires ShoreTel 5.2 or higher)	995	35%	646.75	P1
30043	690-1054	LICENSE, SOFTWARE SIP TRUNK	SIP Trunk Software License (requires ShoreTel 6. If you have a Conf Bridge you must upgrade it to Release 5.6)	50	35%	32.50	P1
30044	690-1058	LICENSE, ADDITIONAL SITE	Additional Site License	495	35%	321.75	P1
30049	690-1064	LICENSE, TAPI APPLICATION SERVER	TAPI Application Server License (License to allow control of use of TAPI applications with system)	495	35%	321.75	P1
30051	690-1110	MOBILE ACCESS LICENSE	Mobile Access License	95	35%	61.75	P1
30053	690-1112	LICENSE, SIP DEVICE	SIP Device License (License to allow a SIP device to register with system. SIP devices also require SKU 30035 or 30039 to operate) - for US installations only	30	35%	19.50	P1
30057	690-1122	SIP TRUNK TO SIP DEVICE CONVERSION LICENSE	SIP Trunk to SIP Device Conversion License (Converts a self-audited SIP Trunk License acquired with ST7.5 or earlier to a single keyed SIP Device License for use with ST8. Requires proof of ownership of SIP Trunk License.)	0	35%	0.00	P2N
30080	690-1159	LICENSE, EXTERNAL MESSAGING SIP LINK	License, SIP-based third party messaging integration - Allow a customer to use a third party voicemail with the system using SIP	4495	35%	2921.75	P1
UNIFIED COMMUNICATIONS							

30052	610-1115	PROFESSIONAL ACCESS LICENSE	Professional Access License	80	35%	52.00	P1
40005	610-1121	PERSONAL ACCESS LICENSE	Personal Access License	0	35%	0.00	P2N
40006	610-1122	OPERATOR ACCESS LICENSE	Operator Access License	595	35%	386.75	P1
40009	690-1139	LICENSE, HIGH RESOLUTION VIDEO LICENSE (ST 8.1)	High Resolution Video License, 1024x768 (requires ShoreTel 8.1)	695	35%	451.75	P1
30091	690-1176	LICENSE, AUDIO CONFERENCING 10 PORTS	10 Concurrent Audio Conferencing Ports. Requires ShoreTel 12 or later.	1500	35%	975.00	P1
30093	690-1178	LICENSE, WEB CONFERENCING, 10 PORTS	10 Concurrent Web Conferencing Ports. Requires ShoreTel 12 or later.	1500	35%	975.00	P1
30113	690-1199	LICENSE, WEB CONFERENCING UPGRADE CONVERGED TO CONFERENCING (10 PORTS)	Web Conferencing License Upgrade, Converged to Conferencing (10 Conferencing ports, requires ShoreTel 12 or later)	0	35%	0.00	P1N
30114	690-1200	LICENSE, AUDIO CONFERENCING UPGRADE CONVERGED TO CONFERENCING (10 PORTS)	Audio Conferencing License Upgrade, Converged to Conferencing (10 Conferencing ports, requires ShoreTel 12 or later)	0	35%	0.00	P1N
60125	600-1125	SERVICE APPLIANCE 100 IIXL TPM	SA-100 appliance required to host Conferencing and Instant Messaging. Requires ShoreTel 12 or later.	2995	35%	1946.75	P1
60127	600-1126	SERVICE APPLIANCE 100 IIXL NON-TPM, CHINA	SA-100 appliance (non-TPM, China) required to host Conferencing and Instant Messaging. Requires ShoreTel 12 or later.	2995	35%	1946.75	P1
60139	600-1124	HARDWARE UPGRADE, CONVERGED CONFERENCING TO SA-100	Hardware upgrade, Converged Conferencing to Service Appliance (one per SA-100; requires ShoreTel 12 or later)	1995	35%	1296.75	P1N
60145	600-1127	SERVICE APPLIANCE 400	SA-400 appliance required to host Conferencing and Instant Messaging. Requires ShoreTel 12.3 or 13.1 or later.	12995	35%	8446.75	P1
60146	600-1128	HARDWARE UPGRADE, CONVERGED CONFERENCING TO SA 400	Hardware upgrade, Converged Conferencing to Service Appliance 400 (one per SA-400; requires ShoreTel 12.3 or 13.1 or later.)	8655	35%	5625.75	P1N
29143	610-1182	KIT, IBM SAMETIME SOFTWARE 2.2	Communicator for IBM Sametime 2.2. (General Release)	0	0%	0.00	P2N
30066	610-1141	KIT, CSTA SERVER SOFTWARE	CSTA Server Software	0	0%	0.00	P2N
30064	690-1067	LICENSE, CSTA FOR MICROSOFT INTEGRATON	CSTA User License - For activating a CSTA monitor extension, per user. Microsoft Office Communicator Remote Call Control. Requires CSTA Server Software (SKU 30066)	40	35%	26.00	P1N
30119	610-1181	LICENSE BUNDLE, COMMUNICATOR FOR SAMETIME	Per user license for Communicator for Sametime plug-in. Includes Communicator for Windows Softphone license. Requires the no-charge Sametime Integration Services software loaded on HQ and any DVS servers in the system.	55	35%	35.75	P1N
MOBILITY							
30105	610-1167	LICENSE BUNDLE, MOBILITY CLIENT ACCESS	Mobility Client Access License for one end user; includes one SIP Device License and one Mobile Access License (minimum order quantity is 10).	150	35%	97.50	P1
30106	610-1169	LICENSE, MOBILITY CLIENT ACCESS, UPGRADE FROM MOBILE ACCESS	Upgrade to Mobility Client Access License from Mobile Access License; includes one SIP User License and one Mobility Client Access License. Requires separate purchase of ShoreTel Mobility Router.	55	35%	35.75	P1
10491	630-1112	SHORETEL DOCK, D100/3 (APPLE 30-PIN)	ShoreTel Dock (Apple 30-pin), model number D100/3. This product requires separate purchase of ShoreTel Mobility in order to integrate with UC systems.	349	35%	226.85	P1
10492	630-1118	SHORETEL DOCK, D100/L (APPLE LIGHTNING)	ShoreTel Dock (Apple Lightning), model number D100/L. This product requires separate purchase of ShoreTel Mobility in order to integrate with UC systems.	350	35%	227.50	P1
80120	614-1093	MOBILITY ROUTER 2000 (MR2000)	Mobility Router 2000 Appliance; supports up to 100 users when the appropriate number of client access licenses are purchased. Does not support redundant [illegible]	4995	35%	3246.75	P1
80121	614-1094	MOBILITY ROUTER 4000 (MR4000)	Mobility Router 4000 Appliance; supports up to 1000 users when the appropriate number of client access licenses are purchased.	6995	35%	4546.75	P1
80122	614-1095	MOBILITY ROUTER 6000 (MR6000)	Mobility Router 6000 Appliance; supports up to 5000 users when the appropriate number of client access licenses are purchased.	14995	35%	9746.75	P1
SMALL BUSINESS EDITION							
60150	600-1132	SERVER, UC 20	Small Business Edition Server (UC Server 20): Celeron E3400/2.6GHz, 4GB RAM, 500GB HD. Ships with Microsoft Windows Server 2008 R2 for Telecom	1500	35%	975.00	P1N
60157	620-1292	KIT, SBE / SBE 100 UPGRADE TO ENTERPRISE	SBE or SBE 100 Upgrade to Enterprise (available 120 days after SBE software license activation)	4495	35%	2921.75	P1
60158	620-1294	KIT, SBE SERVER REPLACEMENT	SBE Server Replacement. Allows existing SBE customers to replace outdated HQ server with currently shipping server: UC Server 20 (Celeron E3400/2.6GHz, 4GB RAM, 500GB HD. Ships with Microsoft Windows Server 2008 R2 for Telecom Edition)	1125	35%	731.25	P1N
10476	620-1293	KIT, SBE UPGRADE TO SBE 100	Small Business Edition Upgrade to Small Business Edition 100	1995	35%	1296.75	P1
10480	700-1005	BUNDLE, SBE 100 - ANALOG TRUNKING, 15 USER WITH SERVER	SBE 100 bundle, 15 Users with server. Includes UC Server 20, SG90, tray, 15 ext & mailbox lic, 1 ext only lic, 1 Communicator Operator access lic, 15 Communicator Personal access lic, 8 SIP trunk lic, 1 site lic, 5 Appl Dialer & 5 Web Dialer lic	2495	35%	1621.75	P1N
10481	700-1006	BUNDLE, SBE 100 - ANALOG TRUNKING, 20 USER WITH SERVER	SBE 100 bundle, 20 Users with server. Includes UC Server 20, SG90, tray, 20 ext & mailbox lic, 1 ext only lic, 1 Communicator Operator access lic, 20 Communicator Personal access lic, 8 SIP trunk lic, 2 site lic, 5 Appl Dialer & 5 Web Dialer lic	2995	35%	1946.75	P1N
10482	700-1007	BUNDLE, SBE 100 - T1A TRUNKING, 25 USER WITH SERVER	SBE 100 bundle, 25 Users with server. Includes UC Server 20, SG220T1A, tray, 25 ext & mailbox lic, 1 ext only lic, 1 Communicator Operator access lic, 25 Communicator Personal access lic, 24 SIP trunk lic, 3 site lic, 5 Appl Dialer & 5 Web Dialer lic	4995	35%	3246.75	P1N
10483	700-1008	BUNDLE, SBE 100 - T1A TRUNKING, 50 USER WITH SERVER	SBE 100 bundle, 50 Users with server. Includes UC Server 20, SG220T1A, tray, 50 ext & mailbox lic, 1 ext only lic, 1 Communicator Operator access lic, 50 Communicator Personal access lic, 24 SIP trunk lic, 4 site lic, 5 Appl Dialer & 5 Web Dialer lic	8495	35%	5521.75	P1N
10484	700-1009	BUNDLE, SBE 100 - ANALOG TRUNKING, 15 USER WITHOUT SERVER	SBE 100 bundle, 15 Users w/o server. Includes SG90, tray, 15 ext & mailbox lic, 1 ext only lic, 1 Communicator Operator access lic, 15 Communicator Personal access lic, 8 SIP trunk lic, 1 site lic, 5 Appl Dialer & 5 Web Dialer lic	1995	35%	1296.75	P1N
10485	700-1010	BUNDLE, SBE 100 - ANALOG TRUNKING, 20 USER WITHOUT SERVER	SBE 100 bundle, 20 Users w/o server. Includes SG90, tray, 20 ext & mailbox lic, 1 ext only lic, 1 Communicator Operator access lic, 20 Communicator Personal access lic, 8 SIP trunk lic, 2 site lic, 5 Appl Dialer & 5 Web Dialer lic	2495	35%	1621.75	P1N
10486	700-1011	BUNDLE, SBE 100 - T1A TRUNKING, 25 USER WITHOUT SERVER	SBE 100 bundle, 25 Users w/o server. Includes SG220T1A, tray, 25 ext & mailbox lic, 1 ext only lic, 1 Communicator Operator access lic, 25 Communicator Personal access lic, 24 SIP trunk lic, 3 site lic, 5 Appl Dialer & 5 Web Dialer lic	4495	35%	2921.75	P1N
10487	700-1012	BUNDLE, SBE 100 - T1A TRUNKING, 50 USER WITHOUT SERVER	SBE 100 bundle, 50 Users w/o server. Includes SG220T1A, tray, 50 ext & mailbox lic, 1 ext only lic, 1 Communicator Operator access lic, 50 Communicator Personal access lic, 24 SIP trunk lic, 4 site lic, 5 Appl Dialer & 5 Web Dialer lic	7995	35%	5196.75	P1N
ENTERPRISE CONTACT CENTER (ECC) AND WORKGROUPS							
18016	615-1015	APPLICATION, OUTBOUND CAMPAIGN IVR, BASE 5 CALLS	Outbound Campaign IVR Application - Base package (5 simultaneous calls) - Create automated calling campaigns for Simple Notifications and Scripted Interactions with transfer to agents.	5495	35%	3572	P1
18017	615-1016	APPLICATION, OUTBOUND CAMPAIGN IVR, ADD-ON 5 CALLS	Outbound Campaign IVR Application - Add-on bundle (5 simultaneous calls) - Combine with Base Package incrementally for increased simultaneous call volume	1095	35%	712	P1
18018	615-1017	APPLICATION, CONTACT CENTER AGENT DASHBOARD (BASE 5 CONCURRENT USER BUNDLE)	Contact Center Agent Dashboard - Base package (5 concurrent users) - Web-based agent dashboard providing real-time agent & queue statistics. Must be run on separate server from CC server.	1250	35%	813	P1
18019	615-1018	APPLICATION, CONTACT CENTER AGENT DASHBOARD (ADD-ON 1 CONCURRENT USER	Contact Center Agent Dashboard - Add-on license (1 concurrent user) - Combine with Base Package incrementally for increased concurrent user capacity.	150	35%	98	P1
18020	615-1019	APPLICATION, CONTACT CENTER INTERACTION VIEWER (BASE 1 CONCURRENT USER LICENSE)	Contact Center Interaction Viewer - Base package (1 concurrent user) - Web based viewer for end to end call interaction details with link to CDR. Includes pre-requisite CCIR Transform Service. Runs on separate server from CC server.	2750	35%	1788	P1
18021	615-1020	APPLICATION, CONTACT CENTER INTERACTION VIEWER (ADD-ON 1 CONCURRENT USER	Contact Center Interaction Viewer - Add-on license (1 concurrent user) - Combine with Base Package incrementally for increased concurrent user capacity.	400	35%	260	P1

18022	615-1021	APPLICATION, CCIR TRANSFORM SERVICE (NO CC INTERACTION VIEWER WEB APPLICATION)	CCIR Transform Service (No CC Interaction Viewer Web Application) - Re-factors CCIR database data into a database that is call oriented. Included in the CCIV Base license. Requires separate server from CC server.	1950	35%	1268	P1
18023	615-1022	APPLICATION, CONTACT CENTER REAL-TIME MONITORING	Contact Center Real time Monitoring Bundle (includes 1 CC Interaction Viewer user, 1 CCIR Tramform Service & 5 CC Agent Dashboard user licenses). Must be installed on separate server from CC server.	3000	35%	1950	P1
18033	615-1032	VOICE FORMS IVR APPLICATION	Voice Forms IVR Application - Configurable automated voice response application that allows callers to fill out "forms" over the phone. Consolidated responses can be retrieved later from VoiceMail.	5600	35%	3640	P1
18034	615-1033	CALLER DIRECTED ROUTER APPLICATION	Caller Directed Router Application - Routes incoming calls based on caller input [e.g. account or zip code.] Includes web based administration of associated IVR and routing rules.	3438	35%	2235	P1
18046	615-1045	CONTACT CENTER AGENT ALERT	Contact Center Agent Alert - Notifies an agent via visual desktop alert when he enters a state in which he cannot receive ACD calls.	25	35%	16	P1
30133	640-1039	ENTERPRISE CONTACT CENTER 9 BASE 10 PACKAGE	ECC Base 10 Package for release 9 - Includes server based software for contact center. Includes 10 Agent licenses (inbound voice / callbacks), 30 IVR Port, 1 Supervisor, 2 group/agent feed licenses. Only one Base Package needed per server.	8,504	35%	5528	P1
30015	690-1023	LICENSE, ECC INBOUND 5 VOICE	LICENSE, ECC INBOUND 5 VOICE - 5 concurrent agent and 5 concurrent IVR Port licenses. Incremental licenses over ECC base 10 package.	4125	35%	2681	P1N
30016	690-1024	LICENSE, ECC OUTBOUND VOICE 5	LICENSE, ECC OUTBOUND VOICE 5 - 5 concurrent agent licenses for outbound campaigns. Add on to inbound voice licenses. Consumed once an agent logs to a outbound group. IVR ports not included.	2000	35%	1300	P1
30017	690-1025	LICENSE, ECC 5 EMAIL	LICENSE, ECC 5 EMAIL - 5 concurrent agent licenses for emails. Add on to inbound voice license. License consumed everytime an agent logs into a email group.	2000	35%	1300	P1
30018	690-1026	LICENSE, ECC 5 WEB	LICENSE, ECC 5 WEB - 5 concurrent agent licenses for web chat, co-browsing and web callbacks. Add on to inbound voice licenses. Consumed everytime an agent logs into a chat group.	2000	35%	1300	P1
30020	690-1028	LICENSE, CC INBOUND 5 VOICE	LICENSE, CC INBOUND 5 VOICE - 5 concurrent agent licenses for inbound voice calls. Incremental licenses over the CC base 10 package which include 10 agent licenses.	2500	35%	1625	P1
30038	690-1050	LICENSE, 5 IVR PORTS	LICENSE, 5 IVR PORTS - 5 IVR port license. Incremental licenses over either the ECC Base 10 Package/ECC Base 10 IVR Package	1000	35%	650	P1
30056	690-1117	LICENSE, TAPI APPLICATION SERVER, CONTACT CENTER	Contact Center TAPI App Server License - Allows use of Contact Center TAPI apps with ST system. Needed if the app is on distributed servers for each additional server other than the primary server.	495	35%	322	P1
30088	690-1166	LICENSE, WORKGROUP AGENT TO ECC AGENT UPGRADE	LICENSE, WORKGROUP AGENT TO ECC AGENT UPGRADE - Upgrades a workgroup agent to an ECC agent with inbound voice capability.	600	35%	390	P1
30089	690-1167	LICENSE, WORKGROUP SUPERVISOR TO ECC SUPERVISOR UPGRADE	LICENSE, WORKGROUP SUPERVISOR TO ECC SUPERVISOR UPGRADE - Upgrades a workgroup supervisor to an ECC admin supervisor. Access real time, historical reports, and wallboards.	600	35%	390	P1
30090	640-1034	LICENSE, WORKGROUP TO ECC BASE SYSTEM UPGRADE	LICENSE, WORKGROUP TO ECC BASE SYSTEM UPGRADE - Required only for upgrading from workgroup to new ECC system. Includes 1 inbound agent, 1 IVR port, 1 agent activity API, and 1 group activity API.	600	35%	390	P1
30103	690-1187	LICENSE, ECC 7 UPGRADE	ECC 7 Upgrade License - Upgrades server licenses from ECC 5.1 or 6 releases to ECC 7. Converts the dongle licenses to software keys. Includes 2 group activity, 2 agent activity Logger. Dongle must be returned within 30 days.	0	35%	0	P1
30107	690-1190	LICENSE, ENTERPRISE CONTACT CENTER VERINT INTERFACE	Enterprise Contact Center Verint Interface License - One license to activate the ECC event interface with the Verint Impact 360 Real Time Adherance Logger. License does not include Verint Impact 360 application.	1500	35%	975	P1
30108	690-1193	LICENSE, ENTERPRISE CONTACT CENTER AGENT ACTIVITY EVENT FEED	Enterprise Contact Center Agent Activity Event Feed License - One license to activate one agent activity event feed. Two event feed licenses are included in the base 10 package.	350	35%	228	P1
30109	690-1192	LICENSE, ENTERPRISE CONTACT CENTER GROUP ACTIVITY EVENT FEED	Enterprise Contact Center Group Activity Event Feed License - One license to activate one group activity event feed. Two event feed licenses are included in the base 10 package.	350	35%	228	P1
30122	690-1222	LICENSE BUNDLE, ENTERPRISE CONTACT CENTER INBOUND VOICE AGENT	Enterprise Contact Center Inbound Voice License Bundle - Add-on 1 agent and 1 IVR Port (concurrent) license. These are incremental licenses over the ECC base 10 bundle. Can be used with ECC 7 or later.	825	35%	536	P1
30123	690-1223	LICENSE, ENTERPRISE CONTACT CENTER OUTBOUND CAMPAIGN	ECC Outbound Campaign License - 1 concurrent agent license for outbound campaign. This is an add on to inbound voice licenses. License consumed every time an agent logs into a group with dial list feature enabled. Can be used with ECC 7 or later.	400	35%	260	P1
30124	690-1224	LICENSE, ENTERPRISE CONTACT CENTER EMAIL	ECC Email License - 1 concurrent agent license for handling emails. Add on to inbound voice licenses. License is consumed every time an agent logs into a group that has email feature enabled. Can be used with ECC 7 or later.	400	35%	260	P1
30125	690-1225	LICENSE, ENTERPRISE CONTACT CENTER WEB	ECC Web License - 1 concurrent agent licenses for web chat. Add on to inbound voice licenses. License is consumed every time an agent logs into a group with chat feature enabled. Used with ECC 7 or later.	400	35%	260	P1
30126	690-1226	LICENSE, ENTERPRISE CONTACT CENTER IVR	Enterprise Contact Center IVR License - One concurrent IVR port license. These are incremental licenses over either the ECC Base 10 Package or the ECC Base 10 IVR Package. Can be used with ECC 7 or later.	200	35%	130	P1
30127	690-1227	LICENSE, ENTERPRISE CONTACT CENTER SUPERVISOR	Enterprise Contact Center Supervisor License - One concurrent supervisor license. Includes capability to access Agent manager, Director, Reports, GCCS and Wallboard Editor. Can be used with ECC 7 or later.	825	35%	536	P1
30128	690-1228	LICENSE, ENTERPRISE CONTACT CENTER REDUNDANT SERVER	Enterprise Contact Center Redundant Server License for the redundant or warm standby ECC server. Will be configured with the same licenses as the primary server. Includes a TAPI license. Can be used with ECC 7 or later.	6500	35%	4225	P1
30129	690-1229	LICENSE, ECC 8 UPGRADE	ECC 8 Upgrade License - Upgrades server licenses from ECC 6 or ECC 7 to ECC 8. Converts ECC 6 dongle licenses to software keys. Dongle must be returned in 30 days. (ECC 7 and later use software keys).	0	35%	0	P1
91136	851-1403	CONTACT CENTER REPORTS CONSULTING - REMOTE	Contact Center Reports Consulting - Remote	1200	15%	1020.00	S1N
91137	851-1404	CONTACT CENTER REPORTS CONSULTING - ONSITE	Contact Center Reports Consulting - Onsite	2400	15%	2040.00	S1N
91138	851-1405	CONTACT CENTER REPORTS CONSULTING + 4 REPORTS - REMOTE	Contact Center Reports Consulting + 4 Reports - Remote	2400	15%	2040.00	S1N
91139	851-1406	CONTACT CENTER REPORTS CONSULTING + 4 REPORTS - ONSITE	Contact Center Reports Consulting + 4 Reports - Onsite	3600	15%	3060.00	S1N
91140	851-1407	CONTACT CENTER REPORTS CONSULTING + 6 REPORTS - REMOTE	Contact Center Reports Consulting + 6 Reports - Remote	2900	15%	2465.00	S1N
91141	851-1408	CONTACT CENTER REPORTS CONSULTING + 6 REPORTS - ONSITE	Contact Center Reports Consulting + 6 Reports - Onsite	4100	15%	3485.00	S1N
91142	851-1409	CONTACT CENTER REPORTS CONSULTING + 8 REPORTS - REMOTE	Contact Center Reports Consulting + 8 Reports - Remote	3300	15%	2805.00	S1N
91143	851-1410	CONTACT CENTER REPORTS CONSULTING + 8 REPORTS - ONSITE	Contact Center Reports Consulting + 8 Reports - Onsite	4500	15%	3825.00	S1N
40007	610-1123	WORKGROUP AGENT ACCESS LICENSE	Workgroup Agent Access License	295	35%	192	P1
40008	610-1124	WORKGROUP SUPERVISOR ACCESS LICENSE	Workgroup Supervisor Access License	595	35%	387	P1

ADVANCED APPLICATIONS

18003	615-1003	APPLICATION, WORKGROUP MONITOR	Workgroup Monitor Application - Realtime performance monitor for Workgroups, including graphical views	3713	35%	2413.45	P1
18004	615-1004	REPORT, WORKGROUP EXCEPTIONAL/ABANDONED CALL	Workgroup Exceptional/Abandoned Call Report	1485	35%	965.25	P1
18005	615-1005	REPORT, TARGET SERVICE LEVEL AGREEMENT	Workgroup Target Service Level Agreement Report	1485	35%	965.25	P1
18006	615-1006	REPORT, WORKGROUP AGENT DAILY LOGIN/LOGOUT	Workgroup Agent Daily Login/Logout Report	1485	35%	965.25	P1
18008	615-1008	EMERGENCY NOTIFICATION, 5 OR FEWER	Emergency Notification, 5 or fewer	2200	35%	1430.00	P1
18009	615-1009	EMERGENCY NOTIFICATION, 6 OR MORE	Emergency Notification, 6 or more	5500	35%	3575.00	P1
18010	615-1010	CALL ROUTER APPLICATION	Call Router Application - System-wide Caller ID and DNIS based routing with web-based Administration	3438	35%	2234.70	P1
18011	615-1011	APPLICATION, EASYPOP, UNIVERSAL CRM CONNECTOR	EasyPop (Universal CRM Connector) - Licensed per desktop seat	200	35%	130.00	P1
18012	615-1012	APPLICATION DIALER	Application Dialer - Desktop client application which allows highlight and click-to-call from any Microsoft Windows Application	72	35%	46.80	P1

18024	615-1023	CALL RECORDER - BASE PACKAGE (5 SIMULTANEOUS SESSIONS)	Call Recorder - Base package (5 simultaneous sessions) - Automated recording of external calls. Features rich, flexible recording profiles & web-based player for accessing recordings.	5000	35%	3250.00	P1
18025	615-1024	CALL RECORDER	Call Recorder - Combine with Base Package incrementally for increased concurrent call recording capacity	200	35%	130.00	P1
18026	615-1025	NUISANCE CALL HANDLER	Nuisance Call Handler - System-wide monitoring and configurable re-direction of incoming calls based on calling party number	2500	35%	1625.00	P1
18027	615-1026	COST RECOVERY INTEGRATION APPLICATION	Cost Recovery Integration Application - Base package -- includes server only, no desktop clients)	4000	35%	2600.00	P1
18028	615-1027	COST RECOVERY INTEGRATION APPLICATION (ADD-ON ONE DESKTOP USER LICENSE)	Cost Recovery Integration Application - Call accounting system with Equitrac and Copitrak cost recovery system integrations. Combine with base server if desktop client for assigning codes is desired.	40	35%	26.00	P1
18029	615-1028	ENHANCED PAGING APPLICATION (BASE INSTANCE)	Enhanced Paging Application - Base package - Enhanced Paging including Audio & Text Alerts	5500	35%	3575.00	P1
18030	615-1029	ENHANCED PAGING APPLICATION (ADD-ON 1 SERVER INSTANCE)	Enhanced Paging Application - Combine with Base Instance incrementally for distributed operation	500	35%	325.00	P1
18031	615-1030	SUPER GROUP APPLICATION	Super Group Application - Enhanced hunt group-like feature allowing more than 16 phones (up to 100) to ring simultaneously in response to an inbound call	2500	35%	1625.00	P1
18032	615-1031	AMS 360 INTEGRATION APPLICATION	AMS 360 Integration Application - Desktop integration to Vertafore AMS 360 for Independent Insurance Agencies. Licensed on a per user basis.	200	35%	130.00	P1
18035	615-1034	CALL HISTORY REPORT	Call History Report - Enhanced CDR based historical report that presents lifecycle 'cradle to grave' information on a call by call basis.	1485	35%	965.25	P1
18036	615-1035	SYSTEM DIRECTORY SYNCHRONIZATION APPLICATION (1 SYSTEM LICENSE)	Enhanced CDR based historical report that presents lifecycle 'cradle to grave' information on a call by call basis.	2420	35%	1573.00	P1
18037	615-1036	SCHEDULE-BASED "ON CALL" ROUTING APPLICATION	Schedule based "On Call" Routing Application - Automatically routes inbound calls based on a customer-defined schedule.	3438	35%	2234.70	P1
18038	615-1037	CALL HANDLING MODE SCHEDULE APPLICATION	Call Handling Mode Schedule Application - Sets a group of phones into busy or available states based on a configurable schedule. Used to prevent inbound calls during certain times of day.	3438	35%	2234.70	P1
18039	615-1038	CALL HANDLING MODE OVERRIDE APPLICATION	Call Handling Mode Override Application - Allows phones in DND or forwarded modes to be called via special dialing technique. Pairs nicely with CHM Schedule Application	1250	35%	812.50	P1
18040	615-1039	USER GROUP SCHEDULE APPLICATION	User Group Schedule Application - Sets phones into standard or restricted states based on a configurable schedule. Used to prevent unauthorized telephone use (except calls to 911) during certain times of day.	3438	35%	2234.70	P1
18041	615-1040	ACT! INTEGRATION APPLICATION	ACT! Integration Application - Desktop integration to Sage ACT!. Licensed on a per user basis.	200	35%	130.00	P1
18042	615-1041	CALLS BY DIALED PARTY REPORT	Calls by Dialed Party Report - Enhanced CDR based historical report that presents calls received with results grouped by the number that was dialed (the called party)	1485	35%	965.25	P1
18043	615-1042	CALLS BY ORIGIN REPORT	Calls by Origin Report - Enhanced CDR based historical report that presents calls received by caller ID origin: By country code, then, for US/Canada numbers, also by state/province, area code, and rate center.	1485	35%	965.25	P1
18044	615-1043	WORKGROUP AGENT RING TIME REPORT	Workgroup Agent Ring Time Report - Enhanced CDR based historical report that presents Workgroup calls offered to agents, with time and duration.	1485	35%	965.25	P1
18045	615-1044	REPORT SCHEDULER	Report Scheduler - Application that runs, stores, and delivers CDR based historical reports (both built-in and Enhanced) unattended.	3500	35%	2275.00	P1
18047	615-1046	HOSPITALITY CONNECTOR	Hospitality Connector - Software service that allows external systems to initiate User Name, User Group, and CHM (Call Handling Mode) changes on the system.	4500	35%	2925.00	P1
18048	615-1047	SITE ROUTER	Site Router - Automatically routes inbound calls based on the Site of the calling party (a user.)	3438	35%	2234.70	P1
18049	610-1193	LICENSE, WEB DIALER - BASE BUNDLE OF 25	Base Bundle of 25 Web Dialer application licenses. Provides "click to dial" functionality. Supported configurations include IE (Windows) plus Chrome and Firefox (Windows, Mac, Linux).	500	35%	325.00	P1
18050	610-1194	LICENSE, WEB DIALER - BASE BUNDLE OF 50	Base Bundle of 50 Web Dialer application licenses. Provides "click to dial" functionality. Supported configurations include IE (Windows) plus Chrome and Firefox (Windows, Mac, Linux).	800	35%	520.00	P1
18051	610-1195	LICENSE, WEB DIALER - ADD ON BUNDLE OF 5	Add On Bundle of 5 Web Dialer licenses. Provides "click to dial" functionality. Supported configurations include IE (Windows) plus Chrome and Firefox (Windows, Mac, Linux).	70	35%	45.50	P1
18052	610-1196	LICENSE, WEB DIALER - BASE BUNDLE OF 5000	Base Bundle of 5000 Web Dialer application licenses. Provides "click to dial" functionality. Supported configurations include IE (Windows) plus Chrome and Firefox (Windows, Mac, Linux).	30000	35%	19500.00	P1
18053	610-1197	LICENSE, APPLICATION DIALER - BASE BUNDLE OF 25	Base Bundle of 25 Application Dialer licenses. Provides "click to dial" functionality from within Microsoft applications. One license per user is required.	500	35%	325.00	P1
18054	610-1198	LICENSE, APPLICATION DIALER - BASE BUNDLE OF 50	Base Bundle of 50 Application Dialer licenses. Provides "click to dial" functionality from within Microsoft applications. One license per user is required.	800	35%	520.00	P1
18055	610-1199	LICENSE, APPLICATION DIALER - ADD-ON BUNDLE OF 5	Add On Bundle of 5 Application Dialer licenses. Provides "click to dial" functionality from within Microsoft applications. One license per user is required. Must first purchase a Base Bundle.	70	35%	45.50	P1
18056	610-1200	LICENSE, APPLICATION DIALER - BASE BUNDLE OF 5000	Base Bundle of 5000 Application Dialer licenses. Provides "click to dial" functionality from within Microsoft applications. One license per user is required.	30000	35%	19500.00	P1
18057	610-1201	LICENSE, WEB DIALER + APP DIALER - BASE BUNDLE OF 25	Base Bundle of 25 Web Dialer plus 25 Application Dialer licenses. Provides "click to dial" functionality from within popular browsers and Microsoft applications.	600	35%	390.00	P1
18058	610-1202	LICENSE, WEB DIALER + APP DIALER - BASE BUNDLE OF 50	Base Bundle of 50 Web Dialer plus 50 Application Dialer licenses. Provides "click to dial" functionality from within popular browsers and Microsoft applications.	1000	35%	650.00	P1
18059	610-1203	LICENSE, WEB DIALER + APP DIALER - ADD-ON BUNDLE OF 5	Add On Bundle of 5 Web Dialer plus 5 Application Dialer licenses. Provides "click to dial" functionality from within popular browsers and Microsoft applications. Must first purchase a Base Bundle.	90	35%	58.50	P1
18060	610-1204	LICENSE, WEB DIALER + APP DIALER - BASE BUNDLE OF 5000	Base Bundle of 5000 Web Dialer plus 5000 Application Dialer licenses. Provides "click to dial" functionality from within popular browsers and Microsoft applications	37500	35%	24375.00	P1
18062	615-1049	K-12 APPLICATIONS - STANDARD BUNDLE	Bundle of Advanced Applications for Staff Emergency Notification & Classroom Phones Management. Available only for K-12 Education customers.	5000	35%	3250.00	P1
18063	615-1050	K-12 APPLICATIONS - PREMIUM BUNDLE	Bundle of Advanced Applications for Staff Emergency Notification, Classroom Phones Management & Parent Outreach. Available only for K-12 Education customers	10000	35%	6500.00	P1
18064	615-1051	ACTIVE DIRECTORY IMPORT APPLICATION	Automates initial creation of new records as well as the ongoing synchronization between Microsoft AD and ShoreTel. Licensed one per system.	5000	35%	3250.00	P1
18065	615-1052	ENHANCED REPORTING BUNDLE	Enhanced Reporting Bundle	5,000	35%	3250.00	P1
18066	615-1053	ENHANCED WORKGROUP REPORTING - STANDARD BUNDLE	Enhanced Workgroup Reporting - Standard Bundle	7,000	35%	4550.00	P1
18067	615-1054	ENHANCED WORKGROUP REPORTING - PREMIUM BUNDLE	Enhanced Workgroup Reporting - Premium Bundle	10,000	35%	6500.00	P1
41002	610-1104	SALESFORCE.COM CALL CENTER ADAPTOR SOFTWARE	SALESFORCE.COM Call Center Adaptor Software	200	35%	130.00	P1
41004	851-1167	SHORETEL NETSUITE CRM INTEGRATION SOFTWARE	Netsuite CRM Integration Software	200	35%	130.00	P1
41005	610-1119	MICROSOFT DYNAMICS CRM INTEGRATION	Microsoft Dynamics CRM Integration	200	35%	130.00	P1
93111	851-1151	WEB DIALER	Web Dialer	72	35%	46.80	P1

USER DOCUMENTATION

10304	840-1000	PACK, MANUAL VM GUIDE QTY-25	Voice Mail Quick Reference, Doc. Pack, Qty 25	10	0%	10.00	P2N
10305	840-1005	PACK, QUICK REF IP110 QTY-25	IP110 IP Phone Quick Reference, Doc. Pack, Qty 25	10	0%	10.00	P2N
10306	840-1006	PACK, TUI GUIDE IP110 QTY-25	IP110 IP Phone User Guide, Doc. Pack, Qty 25	125	0%	125.00	P2N
10307	840-1007	PACK, QUICK REF IP212K QTY-25	IP212k IP Phone Quick Reference, Doc. Pack, Qty 25	10	0%	10.00	P2N
10308	840-1008	PACK, TUI GUIDE 212K QTY-25	IP212k IP Phone User Guide, Doc. Pack, Qty 25	125	0%	125.00	P2N
10311	840-1011	PACK, QUICK REF IP560/560G QTY-25	IP560/560G IP Phone Quick Reference, Doc. Pack, Qty 25	10	0%	10.00	P2N

10312	840-1012	PACK, TUI GUIDE IP560/560G QTY-25	IP530/560/560G IP Phone User Guide, Doc. Pack, Qty 25	125	0%	125.00	P2N
10313	840-1013	PACK, QUICK REF IP115 QTY-25	IP115 IP Phone Quick Reference, Doc. Pack, Qty 25	10	0%	10.00	P2N
10314	840-1014	PACK, TUI GUIDE IP115 QTY-25	IP115 IP Phone User Guide, Doc. Pack, Qty 25	125	0%	125.00	P2N
10315	840-1015	PACK, QUICK REF IP265 QTY-25	IP265 IP Phone Quick Reference, Doc. Pack, Qty 25	10	0%	10.00	P2N
10316	840-1016	PACK, TUI GUIDE IP265 QTY-25	IP265 IP Phone User Guide, Doc. Pack, Qty 25	125	0%	125.00	P2N
10327	840-1017	PACK, QUICK REF IP565G QTY-25	IP565G IP Phone Quick Reference, Doc. Pack, Qty 25	10	0%	10.00	P2N
10328	840-1018	PACK, TUI GUIDE IP565G QTY-25	IP565G IP Phone User Guide, Doc. Pack, Qty 25	125	0%	125.00	P2N
10331	840-1019	PACK, QUICK REF IP230/230G QTY-25	IP230/230G IP Phone Quick Reference, Doc. Pack, Qty 25	10	0%	10.00	P2N
10332	840-1020	PACK, TUI GUIDE IP230/230G QTY-25	IP230/230G IP Phone User Guide, Doc. Pack, Qty 25	125	0%	125.00	P2N
10382	840-1021	PACK, QUICK REF IP655 QTY-25	IP655 IP Phone Quick Reference, Doc. Pack, Qty 25	10	0%	10.00	P2N
10383	840-1022	PACK, TUI GUIDE IP655 QTY-25	IP655 IP Phone User Guide, Doc. Pack, Qty 25	125	0%	125.00	P2N
10502	840-1025	PACK, QUICK REF IP420 QTY-25	ShoreTel 420 IP Phone Quick Reference, Doc. Pack, Qty 25	10	0%	10.00	P2N
10503	840-1023	PACK, QUICK REF IP480/480g QTY-25	ShoreTel 480/480g IP Phone Quick Reference, Doc. Pack, Qty 25	10	0%	10.00	P2N
10504	840-1024	PACK, QUICK REF IP485g QTY-25	ShoreTel 485g IP Phone Quick Reference, Doc. Pack, Qty 25	10	0%	10.00	P2N
10505	840-1028	PACK, TUI GUIDE IP420 QTY-25	ShoreTel 420 IP Phone User Guide, Doc. Pack, Qty 25	125	0%	125.00	P2N
10506	840-1027	PACK, TUI GUIDE IP480/480G QTY-25	ShoreTel 480/480g IP Phone User Guide, Doc. Pack, Qty 25	125	0%	125.00	P2N
10507	840-1026	PACK, TUI GUIDE IP485G QTY-25	ShoreTel 485g IP Phone User Guide, Doc. Pack, Qty 25	125	0%	125.00	P2N
OTHER EQUIPMENT/ACCESSORIES							
10162	310-1008	HANDSET, IP5XX/2XX/1XX SERIES IP PHONES	Handset for IP5XX/2XX/1XX series IP Phones	27	0%	27.00	P1
10169	620-1026	KIT, WALL MOUNT 5XX SERIES IP PHONES	Wall Mount Kit for IP Phone IP560 / IP560g / IP565g	13	0%	13.00	P1
10195	620-1027-10	KIT, WALL MOUNT 1XX/BB SERIES IP PHONES	Wall Mount Kit for IP Phone IP110 / IP115 / BB24	13	0%	13.00	P1
10211	620-1028-10	KIT, WALL MOUNT 2XX SERIES IP PHONES	Wall Mount Kit for IP Phone IP212K / 230 / 230g / 265	13	0%	13.00	P1
10223	620-1057	KIT, RACK MOUNT SG DUAL TRAY	Rack Mount Tray Kit for SG switch 1U half width, holds two 1U half width voice switches	95	0%	95.00	P1N
10224	620-1065	KIT, WALL MOUNT SG DUAL TRAY	Wall Mount Bracket Kit for dual rack tray. For SGSwitch 1U half width. Contains two brackets, hardware and instructions.	20	0%	20.00	P1N
10269	300-1023	KIT, IP PHONE GIG PWR ADPTR	IP Phone Power Adapter for Ethernet Speed of 10/100/1000 (min 10 w/o phone order)	35	0%	35.00	P1
10370	370-1058	STAND, 1XX/BB SERIES IP PHONES	Phone Base for IP Phone IP110 / IP115 / BB24	7	0%	7.00	P1N
10371	370-1059	STAND, 2XX SERIES IP PHONES	Phone Base for IP Phone IP210 / IP230 / IP230G / IP265	7	0%	7.00	P1N
10372	370-1061	STAND, 5XX SERIES IP PHONES	Phone Base for IP Phone IP530 / IP560 / IP560G / IP565G	7	0%	7.00	P1N
10373	370-1062	HANDSET CORD, 9 FT IP5XX/2XX/1XX	Handset Cord (9 ft) Spare, All models except IP655	3	0%	3.00	P2N
10381	370-1064	HANDSET, IP655	Handset for IP Phone IP655	27	0%	27.00	P1
10388	630-1087	CHARGER, IP930D (SPARE)	Handset Charger for IP930D DECT Phone (spare)	29	0%	29.00	P3N
10397	370-1090	HANDSET CORD, 9FT IP655	Handset Cord (9 ft) Spare, IP 655 only	3	0%	3.00	P2N
10400	620-1058	KIT, 10 SETS LF RACK MOUNT EARS	Rack Mount Ears (10 pairs, 8 screws per pair)	150	0%	150.00	P1
10401	630-1082	REMOTE MICROPHONE POD, IP655, QTY 2	Satellite microphones for IP Phone IP655, Qty 2	195	0%	195.00	P1
10428	620-1269	KIT, IP PHONE IP655 WALL MOUNT	Wall Mount Kit for IP Phone IP655	30	0%	30.00	P1
10450	300-1032	BATTERY, IP 930D (SPARE)	IP930D Battery (Spare)	19	0%	19.00	P3N
10511	620-1307	KIT, HANDSET COVER/CLIP IP 930D	Handset cover with integrated belt clip for IP Phone IP930D	19	0%	19.00	P3N
10478	180-1135	POE CABLE, REPEATER, IP930D	PoE cable for IP930D DECT Repeater	29	0%	29.00	P3N
60047	620-1119	KIT, ANALOG HARMONICA & TELCO CABLE (FF)	Analog Harmonica & Telco 25PR (FF) Cable Kit for SG 30 / SG 50 / SG 90 and SG 220T1A switches	99	0%	99.00	P1N
60152	620-1250	KIT, WALLMOUNT IP480/48XG	Wall Mount Kit for IP Phone IP480 /480g / 485g	29	0%	29.00	P1
60153	620-1251	KIT, WALLMOUNT IP420	Wall Mount Kit for IP Phone IP420	29	0%	29.00	P1
80016	260-1171	OVERLAY, IP212BLK, FCH-CAN (25-PK)	IP212 Black French-Canadian Overlay Pack, Qty 25	22	0%	22.00	P2N
80018	260-1173	OVERLAY, IP230/560 BLK, FCH-CAN (25-PK)	IP230/560 Black French-Canadian Overlay Pack, Qty 25	22	0%	22.00	P2N
80020	260-1175	OVERLAY, IP110 BLK, FCH-CAN (25-PK)	IP110 Black French-Canadian Overlay Pack, Qty 25	22	0%	22.00	P2N
80021	260-1176	OVERLAY, IP212 BLK, GERMAN (25-PK)	IP212 Black German Overlay Pack, Qty 25	35	0%	35.00	P2N
80023	260-1178	OVERLAY, IP110/115 BLK, GERMAN (25-PK)	IP110/115 Black German Overlay Pack, Qty 25	35	0%	35.00	P2N
80025	260-1180	OVERLAY, IP230 BLK, GERMAN (25-PK)	IP230 Black German Overlay Pack, Qty 25	35	0%	35.00	P2N
80066	260-1183	OVERLAY, IP560 BLK, GERMAN (25-PK)	IP560 Black German Overlay Pack, Qty 25	35	0%	35.00	P2N
10508	620-1300	KIT, IP4xx LANGUAGE KEYS - FRENCH	IP Phone IP4xx French language key kit, Qty 50	59	0%	59.00	P2N
10509	620-1301	KIT, IP4xx LANGUAGE KEYS - SPANISH	IP Phone IP4xx Spanish language key kit, Qty 50	59	0%	59.00	P2N
10510	620-1302	KIT, IP4xx LANGUAGE KEYS - GERMAN	IP Phone IP4xx German language key kit, Qty 50	59	0%	59.00	P2N
SUPPORT PLANS							
95111	851-1306	ENTERPRISE SUPPORT, 1 YR NP	Enterprise Support (1 Year, No Phones)	1	15%	0.85	S1N

95112	851-1303	ENTERPRISE SUPPORT, 1 YR FULL	Enterprise Support (1 Year, Full Coverage)	1	15%	0.85	S1N
95131	851-1307	ENTERPRISE SUPPORT, 3 YR NP	Enterprise Support (3 Year, No Phones)	1	15%	0.85	S1N
95132	851-1304	ENTERPRISE SUPPORT, 3 YR FULL	Enterprise Support (3 Year, Full Coverage)	1	15%	0.85	S1N
95151	851-1308	ENTERPRISE SUPPORT, 5 YR NP	Enterprise Support (5 Year, No Phones)	1	15%	0.85	S1N
95152	851-1305	ENTERPRISE SUPPORT, 5 YR FULL	Enterprise Support (5 Year, Full Coverage)	1	15%	0.85	S1N
95211	851-1309	ENTERPRISE SUPPORT, 1 YR NP (NBD ONSITE VOICE SWITCH)	Enterprise Support (1 Year, No Phones, Next Business Day Onsite Switch Replacement). Allow 30 days from purchase for contract activation in the U.S. 60 days for other countries. Min. $1800 ($US or equivalent)	1	15%	0.85	S1N
95212	851-1312	ENTERPRISE SUPPORT, 1 YR FULL COVERAGE (NBD ONSITE VOICE SWITCH)	Enterprise Support (1 Year, Full Coverage, Next Business Day Onsite Switch Replacement). Allow 30 days from purchase for contract activation in the U.S. 60 days for other countries. Min. $1800 ($US or equivalent)	1	15%	0.85	S1N
95231	851-1310	ENTERPRISE SUPPORT, 3 YR NP (NBD ONSITE VOICE SWITCH)	Enterprise Support (3 Year, No Phones, Next Business Day Onsite Switch Replacement). Allow 30 days from purchase for contract activation in the U.S. 60 days for other countries. Min. $1800 ($US or equivalent)	1	15%	0.85	S1N
95232	851-1313	ENTERPRISE SUPPORT, 3 YR FULL (NBD ONSITE VOICE SWITCH)	Enterprise Support (3 Year, Full Coverage, Next Business Day Onsite Switch Replacement). Allow 30 days from purchase for contract activation in the U.S. 60 days for other countries. Min. $1800 ($US or equivalent)	1	15%	0.85	S1N
95251	851-1311	ENTERPRISE SUPPORT, 5 YR NP (NBD ONSITE VOICE SWITCH)	Enterprise Support (5 Year, No Phones, Next Business Day Onsite Switch Replacement). Allow 30 days from purchase for contract activation in the U.S. 60 days for other countries. Min. $1800 ($US or equivalent)	1	15%	0.85	S1N
95252	851-1314	ENTERPRISE SUPPORT, 5 YR FULL (NBD ONSITE VOICE SWITCH)	Enterprise Support (5 Year, Full Coverage, Next Business Day Onsite Switch Replacement). Allow 30 days from purchase for contract activation in the U.S. 60 days for other countries. Min. $1800 ($US or equivalent)	1	15%	0.85	S1N
95331	851-1319	ENTERPRISE SUPPORT, 3 YR NP (4HR ONSITE VOICE SWITCH)	Enterprise Support (3 Year, No Phones, 4hr Onsite Switch Replacement). Allow 30 days from purchase for contract activation in the U.S. 60 days for other countries. Min. $1800 ($US or equivalent)	1	15%	0.85	S1N
95332	851-1316	ENTERPRISE SUPPORT, 3 YR FULL (4HR ONSITE VOICE SWITCH)	Enterprise Support (3 Year, Full Coverage, 4hr Onsite Switch Replacement). Allow 30 days from purchase for contract activation in the U.S. 60 days for other countries. Min. $1800 ($US or equivalent)	1	15%	0.85	S1N
95351	851-1320	ENTERPRISE SUPPORT, 5 YR NP (4HR ONSITE VOICE SWITCH)	Enterprise Support (5 Year, No Phones, 4hr Onsite Switch Replacement). Allow 30 days from purchase for contract activation in the U.S. 60 days for other countries. Min. $1800 ($US or equivalent)	1	15%	0.85	S1N
95352	851-1317	ENTERPRISE SUPPORT, 5 YR FULL (4HR ONSITE VOICE SWITCH)	Enterprise Support (5 Year, Full Coverage, 4hr Onsite Switch Replacement). Allow 30 days from purchase for contract activation in the U.S. 60 days for other countries. Min. $1800 ($US or equivalent)	1	15%	0.85	S1N
97133	851-1452	ENTERPRISE SUPPORT, E-RATE 1 YR NP	Enterprise Support - E-Rate, 1 Yr, No Phones, No RMA. Includes software downloads, bug fixes, and access to a technical assistance center.	1	15%	0.85	S1N
97134	851-1453	ENTERPRISE SUPPORT, E-RATE 3 YR NP	Enterprise Support - E-Rate, 3-Yr, No Phones, No RMA. Includes software downloads, bug fixes, and access to a technical assistance center.	1	15%	0.85	S1N
97135	851-1454	ENTERPRISE SUPPORT, E-RATE 5 YR NP	Enterprise Support - E-Rate, 5-Yr, No Phones, No RMA. Includes software downloads, bug fixes, and access to a technical assistance center.	1	15%	0.85	S1N
92454	851-1532	ENTERPRISE SUPPORT, ADVANTAGE PRO NP 1YR	Enterprise Support – Advantage Pro, 1-Yr, No Phones. 1 year service agreement providing Enterprise Support excluding phones, with full Technical Account Manager services.	1	15%	0.85	S1N
92455	851-1533	ENTERPRISE SUPPORT, ADVANTAGE PRO NP 3YR	Enterprise Support – Advantage Pro, 3-Yr, No Phones. 3 year service agreement providing Enterprise Support excluding phones, with full Technical Account Manager services.	1	15%	0.85	S1N
92456	851-1534	ENTERPRISE SUPPORT, ADVANTAGE PRO NP 5YR	Enterprise Support – Advantage Pro, 5-Yr, No Phones. 5 year service agreement providing Enterprise Support excluding phones, with full Technical Account Manager services.	1	15%	0.85	S1N
92457	851-1535	ENTERPRISE SUPPORT, ADVANTAGE PRO FULL 1YR	Enterprise Support – Advantage Pro, 1 Yr, Full. 1 year service agreement providing Enterprise Support including phones, with full Technical Account Manager services.	1	15%	0.85	S1N
92458	851-1536	ENTERPRISE SUPPORT, ADVANTAGE PRO FULL 3YR	Enterprise Support – Advantage Pro, 3-Yr, Full. 3 year service agreement providing Enterprise Support including phones, with full Technical Account Manager services.	1	15%	0.85	S1N
92459	851-1537	ENTERPRISE SUPPORT, ADVANTAGE PRO FULL 5YR	Enterprise Support – Advantage Pro, 5-Yr, Full. 5 year service agreement providing Enterprise Support including phones, with full Technical Account Manager services.	1	15%	0.85	S1N
92477	851-1606	ENTERPRISE SUPPORT, ADVANTAGE CORE NP 1YR	Enterprise Support – Advantage Core, 1-Yr, No Phones. 1 year service agreement providing Enterprise Support excluding phones, with essential Technical Account Manager services.	1	15%	0.85	S1N
92478	851-1607	ENTERPRISE SUPPORT, ADVANTAGE CORE NP 3YR	Enterprise Support – Advantage Core, 3-Yr, No Phones. 3 year service agreement providing Enterprise Support excluding phones, with essential Technical Account Manager services.	1	15%	0.85	S1N
92479	851-1608	ENTERPRISE SUPPORT, ADVANTAGE CORE NP 5YR	Enterprise Support – Advantage Core, 5-Yr, No Phones. 5 year service agreement providing Enterprise Support excluding phones, with essential Technical Account Manager services.	1	15%	0.85	S1N
92480	851-1609	ENTERPRISE SUPPORT, ADVANTAGE CORE FULL 1YR	Enterprise Support – Advantage Core, 1-Yr, Full. 1 year service agreement providing Enterprise Support including phones, with essential Technical Account Manager services.	1	15%	0.85	S1N
92481	851-1610	ENTERPRISE SUPPORT, ADVANTAGE CORE FULL 3YR	Enterprise Support – Advantage Core, 3-Yr, Full. 3 year service agreement providing Enterprise Support including phones, with essential Technical Account Manager services.	1	15%	0.85	S1N
92482	851-1611	ENTERPRISE SUPPORT, ADVANTAGE CORE FULL 5YR	Enterprise Support – Advantage Core, 5-Yr, Full. 5 year service agreement providing Enterprise Support including phones, with essential Technical Account Manager services.	1	15%	0.85	S1N
94111	851-1330	PARTNER SUPPORT, 1 YR NP	Partner Support (1 Year, No Phones)	1	15%	0.85	S3N
94112	851-1333	PARTNER SUPPORT, 1 YR FULL	Partner Support (1 Year, Full Coverage)	1	15%	0.85	S3N
94131	851-1331	PARTNER SUPPORT, 3 YR NP	Partner Support (3 Year, No Phones)	1	15%	0.85	S3N
94132	851-1334	PARTNER SUPPORT, 3 YR FULL	Partner Support (3 Year, Full Coverage)	1	15%	0.85	S3N
94151	851-1332	PARTNER SUPPORT, 5 YR NP	Partner Support (5 Year, No Phones)	1	15%	0.85	S3N
94152	851-1335	PARTNER SUPPORT, 5 YR FULL	Partner Support (5 Year, Full Coverage)	1	15%	0.85	S3N
91454	851-1612	PARTNER SUPPORT, ADVANTAGE CORE 1 YR NP	Partner Support - Advantage Core, 1 Yr, No Phones. 1 year service agreement providing Partner Support excluding phones, with essential Technical Account Manager services.	1	15%	0.85	S3N
91455	851-1613	PARTNER SUPPORT, ADVANTAGE CORE 3 YR NP	Partner Support - Advantage Core, 3-Yr, No Phones. 3 year service agreement providing Partner Support excluding phones, with essential Technical Account Manager services.	1	15%	0.85	S3N
91456	851-1614	PARTNER SUPPORT, ADVANTAGE CORE 5 YR NP	Partner Support - Advantage Core, 5-Yr, No Phones. 5 year service agreement providing Partner Support excluding phones, with essential Technical Account Manager services.	1	15%	0.85	S3N
91457	851-1615	PARTNER SUPPORT, ADVANTAGE CORE 1 YR FULL	Partner Support - Advantage Core, 1-Yr, Full. 1 year service agreement providing Partner Support including phones, with essential Technical Account Manager services.	1	15%	0.85	S3N
91458	851-1616	PARTNER SUPPORT, ADVANTAGE CORE 3 YR FULL	Partner Support - Advantage Core, 3-Yr, Full. 3 year service agreement providing Partner Support including phones, with essential Technical Account Manager services.	1	15%	0.85	S3N
91459	851-1617	PARTNER SUPPORT, ADVANTAGE CORE 5 YR FULL	Partner Support - Advantage Core, 5-Yr, Full. 5 year service agreement providing Partner Support including phones, with essential Technical Account Manager services.	1	15%	0.85	S3N

91460	851-1618	PARTNER SUPPORT, ADVANTAGE PRO 1 YR NP	Partner Support - Advantage Pro, 1-Yr, No Phones. 1 year service agreement providing Partner Support excluding phones, with Full Technical Account Manager services.	1	15%	0.85	S3N
91461	851-1619	PARTNER SUPPORT, ADVANTAGE PRO 3 YR NP	Partner Support - Advantage Pro, 3-Yr, No Phones. 3 year service agreement providing Partner Support excluding phones, with Full Technical Account Manager services.	1	15%	0.85	S3N
91462	851-1620	PARTNER SUPPORT, ADVANTAGE PRO 5 YR NP	Partner Support - Advantage Pro, 5-Yr, No Phones. 5 year service agreement providing Partner Support excluding phones, with Full Technical Account Manager services.	1	15%	0.85	S3N
91463	851-1621	PARTNER SUPPORT, ADVANTAGE PRO 1 YR FULL	Partner Support - Advantage Pro, 1-Yr, Full. 1 year service agreement providing Partner Support including phones, with Full Technical Account Manager services.	1	15%	0.85	S3N
91464	851-1622	PARTNER SUPPORT, ADVANTAGE PRO 3 YR FULL	Partner Support - Advantage Pro, 3-Yr, Full. 3 year service agreement providing Partner Support including phones, with Full Technical Account Manager services.	1	15%	0.85	S3N
91465	851-1623	PARTNER SUPPORT, ADVANTAGE PRO 5 YR FULL	Partner Support - Advantage Pro, 5-Yr, Full. 5 year service agreement providing Partner Support including phones, with Full Technical Account Manager services.	1	15%	0.85	S3N
91466	851-1624	PARTNER SUPPORT, PLUS CORE 1 YR NP	Partner Support - Plus Core, 1-Yr, No Phones. 1 year service agreement providing Partner Support excluding phones, with essential Technical Account Manager services.	1	15%	0.85	S3N
91467	851-1625	PARTNER SUPPORT, PLUS CORE 3 YR NP	Partner Support - Plus Core, 3-Yr, No Phones. 3 year service agreement providing Partner Support excluding phones, with essential Technical Account Manager services.	1	15%	0.85	S3N
91468	851-1626	PARTNER SUPPORT, PLUS CORE 5 YR NP	Partner Support - Plus Core, 5-Yr, No Phones. 5 year service agreement providing Partner Support excluding phones, with essential Technical Account Manager services.	1	15%	0.85	S3N
91469	851-1627	PARTNER SUPPORT, PLUS CORE 1 YR FULL	Partner Support - Plus Core, 1-Yr, Full. 1 year service agreement providing Partner Support including phones, with essential Technical Account Manager services.	1	15%	0.85	S3N
91470	851-1628	PARTNER SUPPORT, PLUS CORE 3 YR FULL	Partner Support - Plus Core, 3-Yr, Full. 3 year service agreement providing Partner Support including phones, with essential Technical Account Manager services.	1	15%	0.85	S3N
91471	851-1629	PARTNER SUPPORT, PLUS CORE 5 YR FULL	Partner Support - Plus Core, 5-Yr, Full. 5 year service agreement providing Partner Support including phones, with essential Technical Account Manager services.	1	15%	0.85	S3N
91472	851-1630	PARTNER SUPPORT, PLUS PRO 1 YR NP	Partner Support - Plus Pro, 1-Yr, No Phones. 1 year service agreement providing Partner Support excluding phones, with Full Technical Account Manager services.	1	15%	0.85	S3N
91473	851-1631	PARTNER SUPPORT, PLUS PRO 3 YR NP	Partner Support - Plus Pro, 3-Yr, No Phones. 3 year service agreement providing Partner Support excluding phones, with Full Technical Account Manager services.	1	15%	0.85	S3N
91474	851-1632	PARTNER SUPPORT, PLUS PRO NP 5 YR NP	Partner Support - Plus Pro, 5-Yr, No Phones. 5 year service agreement providing Partner Support excluding phones, with Full Technical Account Manager services.	1	15%	0.85	S3N
91475	851-1633	PARTNER SUPPORT, PLUS PRO 1 YR FULL	Partner Support - Plus Pro, 1-Yr, Full. 1 year service agreement providing Partner Support including phones, with Full Technical Account Manager services.	1	15%	0.85	S3N
91476	851-1634	PARTNER SUPPORT, PLUS PRO 3 YR FULL	Partner Support - Plus Pro, 3-Yr, Full. 3 year service agreement providing Partner Support including phones, with Full Technical Account Manager services.	1	15%	0.85	S3N
91477	851-1635	PARTNER SUPPORT, PLUS PRO 5 YR FULL	Partner Support - Plus Pro, 5-Yr, Full. 5 year service agreement providing Partner Support including phones, with Full Technical Account Manager services.	1	15%	0.85	S3N
91147	851-1414	SHARED SUPPORT, MOBILITY 1 YR FULL	Shared Support for Mobility, 1-Yr, Full. 1 year service agreement providing Partner Support for the IPBX and Enterprise Support for Mobility.	1	15%	0.85	S4N
91148	851-1415	SHARED SUPPORT, MOBILITY 3 YR FULL	Shared Support for Mobility, 3-Yr, Full. 3 year service agreement providing Partner Support for the IPBX and Enterprise Support for Mobility.	1	15%	0.85	S4N
91149	851-1416	SHARED SUPPORT, MOBILITY 5 YR FULL	Shared Support for Mobility, 5-Yr, Full. 5 year service agreement providing Partner Support for the IPBX and Enterprise Support for Mobility.	1	15%	0.85	S4N
97150	851-1525	SHARED SUPPORT, MOBILITY 1 YR NP	Shared Support for Mobility, 1-Yr, No Phones. 1 year service agreement providing Partner Support for the IPBX and Enterprise Support for Mobility with no phones support.	1	15%	0.85	S4N
97151	851-1526	SHARED SUPPORT, MOBILITY 3 YR NP	Shared Support for Mobility, 3-Yr, No Phones. 3 year service agreement providing Partner Support for the IPBX and Enterprise Support for Mobility with no phones support.	1	15%	0.85	S4N
97152	851-1527	SHARED SUPPORT, MOBILITY 5 YR NP	Shared Support for Mobility, 5-Yr, No Phones. 5 year service agreement providing Partner Support for the IPBX and Enterprise Support for Mobility with no phones support.	1	15%	0.85	S4N
93189	851-1371	SHARED SUPPORT, CONTACT CENTER 1 YR FULL	Shared Support for Contact Center - 1-Yr, Full. 1 year service agreement providing Partner Support for the IPBX and Enterprise Support for the Contact Center.	1	15%	0.85	S4N
93190	851-1372	SHARED SUPPORT, CONTACT CENTER 3 YR FULL	Shared Support for Contact Center - 3-Yr, Full. 3 year service agreement providing Partner Support for the IPBX and Enterprise Support for the Contact Center.	1	15%	0.85	S4N
93191	851-1373	SHARED SUPPORT, CONTACT CENTER 5 YR FULL	Shared Support for Contact Center - 5-Yr, Full. 5 year service agreement providing Partner Support for the IPBX and Enterprise Support for the Contact Center.	1	15%	0.85	S4N
97147	851-1522	SHARED SUPPORT, CONTACT CENTER 1 YR NP	Shared Support for Contact Center, 1-Yr, No Phones. 1 year service agreement providing Partner Support for the IPBX and Enterprise Support for the ECC with no phones support.	1	15%	0.85	S4N
97148	851-1523	SHARED SUPPORT, CONTACT CENTER 3 YR NP	Shared Support for Contact Center, 3-Yr, No Phones. 3 year service agreement providing Partner Support for the IPBX and Enterprise Support for the ECC with no phones support.	1	15%	0.85	S4N
97149	851-1524	SHARED SUPPORT, CONTACT CENTER 5 YR NP	Shared Support for Contact Center, 5-Yr, No Phones. 5 year service agreement providing Partner Support for the IPBX and Enterprise Support for the ECC with no phones support.	1	15%	0.85	S4N
91144	851-1411	SHARED SUPPORT, APPLICATIONS 1 YR FULL	Shared Support for Applications, 1-Yr, Full. 1 year service agreement providing Partner Support for the IPBX and Enterprise Support for Apps.	1	15%	0.85	S4N
91145	851-1412	SHARED SUPPORT, APPLICATIONS 3 YR FULL	Shared Support for Applications, 3-Yr, Full. 3 year service agreement providing Partner Support for the IPBX and Enterprise Support for Apps.	1	15%	0.85	S4N
91146	851-1413	SHARED SUPPORT, APPLICATIONS 5 YR FULL	Shared Support for Applications, 5-Yr, Full. 5 year service agreement providing Partner Support for the IPBX and Enterprise Support for Apps.	1	15%	0.85	S4N
97153	851-1528	SHARED SUPPORT, APPLICATIONS 1 YR NP	Shared Support for Applications, 1-Yr, No Phones. 1 year service agreement providing Partner Support for the IPBX and Enterprise Support for Apps with no phones support.	1	15%	0.85	S4N
97154	851-1529	SHARED SUPPORT, APPLICATIONS 3 YR NP	Shared Support for Applications, 3-Yr, No Phones. 3 year service agreement providing Partner Support for the IPBX and Enterprise Support for Apps with no phones support.	1	15%	0.85	S4N
97155	851-1530	SHARED SUPPORT, APPLICATIONS 5 YR NP	Shared Support for Applications, 5-Yr, No Phones. 5 year service agreement providing Partner Support for the IPBX and Enterprise Support for Apps with no phones support.	1	15%	0.85	S4N
OUT OF WARRANTY/EXPIRED SUPPORT							
91073	851-1111	OUT OF WARRANTY HW REPAIR	SG Switch Repair	750	15%	637.50	G1N
NETWORK ASSESSMENT/EVALUATION/DELIVERY SERVICES							
91057	851-1079	VOIP READINESS ASSESSMENT, ADDITIONAL TEST AGENT, 3-10	1 additional test agent for VoIP Readiness Assessment, 3-10 agents total. Must be ordered with SKU 91072.	150	15%	127.50	S1N
91058	851-1080	VOIP READINESS ASSESSMENT, ADDITIONAL TEST AGENT, 11 OR MORE	1 additional test agent for VoIP Readiness Assessment, 11 or more agents total. Must be ordered with SKU 91072, qty 1 and SKU 91057, qty 8.	100	15%	85.00	S1N
91060	851-1067	PROJECT REPORT, VOIP EVAL	VoIP Evaluation Project Report	500	15%	425.00	S1N

91063	851-1068	NETWORK DESIGN SVC, VOIP EVAL	Network Design Service (per hour)	250	15%	212.50	S1N
91072	851-1110	VOIP READINESS ASSESSMENT	VoIP readiness assessment, remote. Includes 1-2 test agents and project report	1500	15%	1275.00	S1N
97141	851-1510	WLAN (802.11) ASSESSMENT FOR MOBILITY - HI-TOUCH	Hi-touch WLAN (802.11 Wi-Fi) Assessment for Mobility; up to 15k sq ft max, unlimited APs. T&E charges not included. Additional T&E apply for multiple sites within 15k sq ft limit.	3500	15%	2975.00	S1N
97142	851-1511	WLAN (802.11) ASSESSMENT - EXCESS AREA COVERAGE - HI-TOUCH	Additional area coverage in excess of 15k sq ft for hi-touch WLAN (802.11 Wi-Fi) Assessment for Mobility; up to 15k additional sq ft, unlimited APs. T&E charges not included. Additional T&E apply for multiple sites within 15k sq ft limit.	1000	15%	850.00	S1N
97143	851-1512	WLAN (802.11) ASSESSMENT FOR MOBILITY - SHARED	Shared Wireless LAN (802.11 Wi-Fi) Assessment for Mobility; customer/partner conducts all on-site activity; up to 15k sq ft; unlimited APs	2000	15%	1700.00	S1N
92483	851-1636	NETWORK DELIVERY, REMOTE, 1-10 PHONES	Network design/configure/install, remote. Single site, 1-10 phones. Includes at least 1 firewall, 1 core L3 voice switch, multiple L2 POE voice switches, 1 managed svcs router & 1 WLAN controller with APs, as required. Does not include network assessment.	450	15%	382.50	S1N
92484	851-1637	NETWORK DELIVERY, REMOTE, 11-25 PHONES	Network design/configure/install, remote. Single site, 11-25 phones. Includes at least 1 firewall, 1 core L3 voice switch, multiple L2 POE voice switches, 1 managed svcs router & 1 WLAN controller with APs, as required. Does not include network assessment.	675	15%	573.75	S1N
92485	851-1638	NETWORK DELIVERY, REMOTE, 26-50 PHONES	Network design/configure/install, remote. Single site, 26-50 phones. Includes at least 1 firewall, 1 core L3 voice switch, multiple L2 POE voice switches, 1 managed svcs router & 1 WLAN controller with APs, as required. Does not include network assessment.	900	15%	765.00	S1N
92486	851-1639	NETWORK DELIVERY, REMOTE, 51-75 PHONES	Network design/configure/install, remote. Single site, 51-75 phones. Includes at least 1 firewall, 1 core L3 voice switch, multiple L2 POE voice switches, 1 managed svcs router & 1 WLAN controller with APs, as required. Does not include network assessment.	1125	15%	956.25	S1N
92487	851-1640	NETWORK DELIVERY, REMOTE, 76-100 PHONES	Network design/configure/install, remote. Single site, 76-100 phones. Includes at least 1 firewall, 1 core L3 voice switch, multiple L2 POE voice switches, 1 managed svcs router & 1 WLAN controller with APs, as required. Does not include network assessment.	1575	15%	1338.75	S1N
92488	851-1641	NETWORK DELIVERY, REMOTE, 101-150 PHONES	Network design/configure/install, remote. Single site, 101-150 phones. Includes at least 1 firewall, 1 core L3 voice switch, multiple L2 POE voice switches, 1 managed svcs router & 1 WLAN controller with APs, as required. Does not include network assessment.	2250	15%	1912.50	S1N
92489	851-1642	NETWORK DELIVERY, REMOTE, 151-200 PHONES	Network design/configure/install, remote. Single site, 151-200 phones. Includes at least 1 firewall, 1 core L3 voice switch, multiple L2 POE voice switches, 1 managed svcs router & 1 WLAN controller with APs, as required. Does not include network assessment.	3150	15%	2677.50	S1N
92490	851-1643	NETWORK DELIVERY, REMOTE, 201-300 PHONES	Network design/configure/install, remote. Single site, 201-300 phones. Includes at least 1 firewall, 1 core L3 voice switch, multiple L2 POE voice switches, 1 managed svcs router & 1 WLAN controller with APs, as required. Does not include network assessment.	4275	15%	3633.75	S1N
92491	851-1644	NETWORK DELIVERY, REMOTE, 301-500 PHONES	Network design/configure/install, remote. Single site, 301-500 phones. Includes at least 1 firewall, 1 core L3 voice switch, multiple L2 POE voice switches, 1 managed svcs router & 1 WLAN controller with APs, as required. Does not include network assessment.	5625	15%	4781.25	S1N
92492	851-1645	NETWORK DELIVERY, REMOTE, 501-750 PHONES	Network design/configure/install, remote. Single site, 501-750 phones. Includes at least 1 firewall, 1 core L3 voice switch, multiple L2 POE voice switches, 1 managed svcs router & 1 WLAN controller with APs, as required. Does not include network assessment.	7200	15%	6120.00	S1N
92493	851-1646	NETWORK DELIVERY, REMOTE, 751-1000 PHONES	Network design/configure/install, remote. Single site, 751-1000 phones. Includes at least 1 firewall, 1 core L3 voice switch, multiple L2 POE voice switches, 1 managed svcs router & 1 WLAN controller with APs, as required. Does not include network assessment.	9000	15%	7650.00	S1N
92494	851-1647	NETWORK DESIGN VALIDATION, REMOTE, 1-500 PHONES	Network Design Validation, Remote. Up to 500 phones and 5 sites. Assures network design fully supports voice & video. Includes review of network schema & configs, written report, and conf call to discuss results	1000	15%	850.00	S1N
92495	851-1648	NETWORK DIAGNOSTIC SERVICE, REMOTE	Network Diagnosis, Remote. Includes isolation & characterization of Data Network issues, excludes remediation. No charge if behavior is caused by system	1500	15%	1275.00	S1N
92496	851-1649	NETWORK DIAGNOSTIC SERVICE, ON-SITE	Network Diagnosis, On-Site. Includes isolation & characterization of Data Network issues, excludes remediation. No charge if behavior is caused by system.	2800	15%	2380.00	S1N
92497	851-1650	NETWORK SERVICE, CUSTOM	Non-standard Network Services work. Requires custom quote.	1	15%	0.85	S1N
IMPLEMENTATION SERVICES							
91086	851-1349	SERVICE, HIGH TOUCH IMPLEMENTATION	High Touch Implementation Service - Implementation services price for High Touch model that includes onsite delivery during business hours	1	15%	0.85	S1N
91087	851-1350	SERVICE, SHARED IMPLEMENTATION	Shared Implementation Service - Implementation services price for remote shared service model during business hours	1	15%	0.85	S1N
97144	851-1513	IMPLEMENTATION SERVICE FOR MOBILITY	Implementation service for Mobility; onsite delivery during business hours, end price per custom SOW; submit SOW for final service price quote.	1	15%	0.85	S1N
91280	851-1516	MOBILITY PILOT IMPLEMENTATION - EXCLUDES T&E	Mobility Pilot Implementation - excludes travel and expenses	9000	15%	7650.00	S1N
91293	851-1566	UC HEALTHCHECK-ONSITE SERVICE	Healthcheck service for Unified Communications solution deployments. Onsite, T&E included for HQ site only.	15000	15%	12750.00	S1N
91296	851-1569	UC HEALTHCHECK-REMOTE SERVICE	Healthcheck service for Unified Communication solution deployments. Remote.	12500	15%	10625.00	S1N
91299	851-1577	SERVICE, UC SYSTEM UPGRADE, REMOTE	Upgrade service for Unified Communications system with project management, planning and upgrade activities performed remotely with onsite support by the Partner and/or Customer.	1	15%	0.85	S1N
91300	851-1578	SERVICE, UC SYSTEM UPGRADE, ONSITE	Upgrade service for Unified Communications system with project management and planning plus a engineer onsite (at one site) to perform upgrade activities. Remote sites supported by the Partner and/or Customer.	1	15%	0.85	S1N
91098	851-1361	SERVICE, CONTACT CENTER IMPLEMENTATION	Contact Center Implementation includes Remote Discovery, Project Management and Onsite Programming during business hours	1	15%	0.85	S1N
91294	851-1567	CONTACT CENTER HEALTHCHECK-ONSITE SERVICE	Healthcheck service for Contact Center solution deployments. Onsite, T&E included for HQ site only.	15000	15%	12750.00	S1N
91295	851-1568	CONTACT CENTER HEALTHCHECK-REMOTE SERVICE	Healthcheck service for Contact Center solution deployments. Remote.	12500	15%	10625.00	S1N
91090	851-1353	IMPLEMENTATION, MISCELLANEOUS MINOR PARTS	Miscellaneous minor parts charge when does implementation	250	15%	212.50	S1N
97146	851-1515	IMPL SVC FOR MS-UC (OCS/LYNC) OR IBM SAMETIME INTEGRATION	Implementation Service for integration with Microsoft UC applications (OCS/Lync) or IBM Sametime; end price per custom SOW - submit SOW for service price quote.	1	15%	0.85	S1N
97172	851-1662	SBE 100 IMPLEMENTATION SERVICES, REMOTE, 1-25 USERS	Remote SBE 100 system implementation. Up to 5 sites, 1-25 users.	2,250	15%	1912.50	S1N
97173	851-1663	SBE 100 IMPLEMENTATION SERVICES, REMOTE, 26-50 USERS	Remote SBE 100 system implementation. Up to 5 sites, 26-50 users.	3,600	15%	3060.00	S1N
97174	851-1664	SBE 100 IMPLEMENTATION SERVICES, REMOTE, 51-75 USERS	Remote SBE 100 system implementation. Up to 5 sites, 51-75 users.	4,200	15%	3570.00	S1N
97175	851-1665	SBE 100 IMPLEMENTATION SERVICES, REMOTE, 76-100 USERS	Remote SBE 100 system implementation. Up to 5 sites, 76-100 users.	4,800	15%	4080.00	S1N
OTHER SUPPORT SERVICES							
93149	851-1197	TAC TIME & MATERIALS SERVICES (STANDARD HOURLY RATE)	TAC Time & Materials Services (Standard hourly rate)	200	0%	200	G1N
93150	851-1198	TAC TIME & MATERIALS SERVICES (AFTER HOURS HOURLY RATE)	TAC Time & Materials Services (After hours hourly rate)	400	0%	400	G1N
93151	851-1199	TAC TIME & MATERIALS SERVICES (WEEKEND HOURLY RATE)	TAC Time & Materials Services (Weekend hourly rate)	500	0%	500	G1N
93152	851-1200	TAC TIME & MATERIALS SERVICES (HOLIDAY HOURLY RATE)	TAC Time & Materials Services (Holiday hourly rate)	600	0%	600	G1N
91092	851-1355	TAC HOURLY LABOR RATE - BUSINESS HOURS	TAC Remote Break-Fix Support for Customers with no Support Agreement, Business Hours (8:00AM-5:00PM Monday - Friday). Hourly rate, two hours minimum.	280	0%	280	G1N
91093	851-1356	TAC HOURLY LABOR RATE - EVENING HOURS, SATURDAY AND SUNDAY	TAC Remote Break-Fix Support for Customers with no Support Agreement, Evening and Weekend Hours (5:01PM-7:59AM Monday - Friday, all day Saturday and Sunday). Hourly rate, two hours minimum.	410	0%	410	G1N
91094	851-1357	TAC HOURLY LABOR RATE - HOLIDAY	TAC Remote Break-Fix Support for Customers with no Support Agreement, Holidays (ShoreTel Holidays). Hourly rate, two hours minimum.	560	0%	560	G1N

91095	851-1358	TAC ONSITE DAILY LABOR RATE - WEEKDAY	TAC On-Site Break-Fix Support for Customers with no Support Agreement, Business Hours (8:00AM-5:00PM Monday - Friday). Hourly rate, two hours minimum. T&E charges not included.	2240	0%	2240	G1N
91096	851-1359	TAC ONSITE DAILY LABOR RATE - SATURDAY AND SUNDAY	TAC On-Site Break-Fix Support for Customers with no Support Agreement, Evening and Weekend Hours (5:01PM-7:59AM Monday - Friday, all day Saturday and Sunday). Hourly rate, two hours minimum. T&E charges not included.	3280	0%	3280	G1N
91097	851-1360	TAC ONSITE DAILY LABOR RATE - HOLIDAY	TAC On-Site Break-Fix Support for Customers with no Support Agreement, Holidays (ShoreTel Holidays). Hourly rate, two hours minimum. T&E charges not included	4480	0%	4480	G1N
91101	851-1364	SERVICE, STANDARD LICENSE LOCKOUT RECOVERY	Standard License Lockout Recovery Service (Work completed within 1 business day)	400	0%	400	S1N
91102	851-1365	SERVICE, EXPEDITED LICENSE LOCKOUT RECOVERY	Expedited License Lockout Recovery Service (Work completed within 2 hours)	600	0%	600	S1N
10143	851-1075	REIMBURSMT, TRAVEL & EXPENSES	On-site Travel Expense (T&E estim. for the first day)	1000	15%	850.00	G1N
93148	851-1196	REIMBURSMT, TRAVEL & EXPENSES (Additional Day)	On-site Travel Expense (T&E estim. for additional day, requires First Day or SKU 10143 to be ordered)	250	15%	212.50	G1N
91311	851-1602	REIMBURSEMENT, SPECIAL TRAVEL AND EXPENSES	Custom quote for reimbursement of travel and expenses incurred while delivering Services	1	15%	0.85	G1N
91310	851-1601	SERVICE, CUSTOM WORK	Custom work engagement based on a Statement of Work	1	15%	0.85	S1N
91312	851-1603	SERVICE, EXPEDITE FEE	Services - Expedite fee	1800	15%	1530.00	G1N
93154	851-1091	FEE, SAME DAY PROCESSING	SAME DAY PROCESSING RUSH FEE	75.00	15%	63.75	G1N
93192	851-1401	FEE, ADDITIONAL FREIGHT - UPS RE-ROUTE PER PACKAGE	Additional Freight Fee - UPS re-route per package	15	0%	15.00	G1N
93080	851-1074	CUSTOM REPORTS	Professional Services Custom Software (NOTE: Due to inherent variability in delivery timeframe, custom software must be submitted on a separate order and can not be combined in a single order with other products)	1	15%	0.85	S1N
93157	851-1246	CONSULTING, REMOTE, BUSINESS HOURS, HOURLY RATE	Remote Assist Service, Business Hours (8:00AM-5:00PM Monday - Friday). Time and Materials, hourly rate, two hours minimum.	225	15%	191.25	S1N
93158	851-1247	CONSULTING, REMOTE, EVENING HOURS AND SATURDAY, HOURLY RATE	Remote Assist Service, Evening Hours and Saturday (5:01PM-7:59AM Monday - Friday and all day Saturday). Time and Materials, hourly rate, two hours minimum.	338	15%	286.88	S1N
93159	851-1248	CONSULTING, REMOTE, HOLIDAY AND SUNDAY, HOURLY RATE	Remote Assist Service, Sunday and Holidays (Sunday and ShoreTel Holidays). Time and Materials, hourly rate, two hours minimum.	450	15%	382.50	S1N
93160	851-1249	PROJECT TECHNICAL ACCOUNT MANAGER, FULL DAY RATE	Project Technical Account Manager - Time and Materials - Full Day Rate (Five days minimum, 8:00AM-5:00PM Monday - Friday, Travel and Expense extra)	1800	15%	1530.00	S1N
91077	851-1338	ENTERPRISE ADVANCED QUEUE ACCESS - ADDITIONAL	Enterprise Advanced Queue Access 1 year - Additional Engineer	6000	15%	5100.00	S1N
93197	851-1605	CUSTOM SA-100/400 PROMPTS	Replace phrase "ShoreTel" with a customer designated company name in the SA-100/400 prompts. Customer must provide WAV file with proper pronounciation.	1350	15%	1147.50	S1N
ANNUAL BILLING SUPPORT							
92468	851-1584	ENTERPRISE SUPPORT, EARLY TERMINATION FEE MULTIYEAR ANNUAL BILLING	Fee for early termination of an annually billed multi year Enterprise Support agreement	1	15%	0.85	S1N
92469	851-1589	ENTERPRISE SUPPORT, ANNUAL BILLING, 3 YEAR TERM, FULL	Enterprise Support with annual billing for a 3 year term, phones included. Penalty fee applies for early cancellation.	1	15%	0.85	S1N
92470	851-1590	ENTERPRISE SUPPORT, ANNUAL BILLING, 3 YEAR TERM, NP	Enterprise Support with annual billing for a 3 year term, NP (phones not included). Penalty fee applies for early cancellation.	1	15%	0.85	S1N
92471	851-1591	ENTERPRISE SUPPORT, ANNUAL BILLING, 5 YEAR TERM, FULL	Enterprise Support with annual billing for a 5 year term, phones included. Penalty fee applies for early cancellation.	1	15%	0.85	S1N
92472	851-1592	ENTERPRISE SUPPORT, ANNUAL BILLING, 5 YEAR TERM, NP	Enterprise Support with annual billing for a 5 year term, NP (phones not included). Penalty fee applies for early cancellation.	1	15%	0.85	S1N
92473	851-1597	ENTERPRISE SUPPORT ANNUAL BILLING ADD ON, 3 YEAR TERM, FULL	Enterprise Support with annual billing for a 3 year term, phones included. Penalty fee applies for early cancellation. Add ons are pro-rated to the end of the term and billed once.	1	15%	0.85	S1N
92474	851-1598	ENTERPRISE SUPPORT ANNUAL BILLING ADD ON, 3 YEAR TERM, NP	Enterprise Support with annual billing for a 3 year term, NP (phones not included). Penalty fee applies for early cancellation. Add ons are pro-rated to the end of the term and billed once.	1	15%	0.85	S1N
92475	851-1599	ENTERPRISE SUPPORT ANNUAL BILLING ADD ON, 5 YEAR TERM, FULL	Enterprise Support with annual billing for a 5 year term, phones included. Penalty fee applies for early cancellation. Add ons are pro-rated to the end of the term and billed once.	1	15%	0.85	S1N
92476	851-1600	ENTERPRISE SUPPORT ANNUAL BILLING ADD ON, 5 YEAR TERM, NP	Enterprise Support with annual billing for a 5 year term, NP (phones not included). Penalty fee applies for early cancellation. Add ons are pro-rated to the end of the term and billed once.	1	15%	0.85	S1N
TRAINING							
92023	851-1299	END USER ONSITE TRAINING FULL DAY	Onsite Training - End Users & System Administrators - Full Day - Up to 80 Students Per Site (Travel & Expenses included)	3500	15%	2975.00	S1N
93051	851-1035	3201 SHORETEL COMMUNICATOR	3201 Communicator Training (per student)	195	15%	165.75	S1N
93052	851-1036	3201 SHORETEL COMMUNICATOR GROUP TRAINING	3201 Communicator Group Training (up to 8 students)	1250	15%	1062.50	S1N
93053	851-1037	3205 SYSTEM ADMINISTRATOR	3205 System Administrator Training (per student)	649	15%	551.65	S1N
93054	851-1038	3205 SYSTEM ADMINISTRATOR GROUP TRAINING	3205 System Administrator Group Training (up to 6 Students)	3125	15%	2656.25	S1N
93061	851-1043	3200 DESIGNING AND IMPLEMENTING THE SHORETEL UC SOLUTION	3200 Implementing the IP System Training (per student)	3125	15%	2656.25	S1N
93066	851-1055	CUSTOM TRAINING/CUSTOMER QUOTE	Custom Training / Customer Quote	1	15%	0.85	S1N
93069	851-1085	3405 CONTACT CENTER SYSTEM ADMINISTRATOR TRAINING	3405 Contact Center System Administrator Training (Per Student)	395	15%	335.75	S1N
93070	851-1086	TRAINING, ENT. SUPERVISOR	Ent. Supervisor Training	595	15%	505.75	S1N
93071	851-1087	3404 CONTACT CENTER SUPERVISOR TRAINING	3404 Contact Center Supervisor Training (Per Student)	195	15%	165.75	S1N
93072	851-1088	3401 CONTACT CENTER AGENT TRAINING	3401 Contact Center Agent Training (Per Student)	99	15%	84.15	S1N
93074	851-1106	ONSITE CONTACT CENTER USER TRAINING - FULL DAY (T&E INCLUDED)	Onsite Contact Center User Training - Full Day - Up to 80 Students Per Site (Travel & Expenses included)	3500	15%	2975.00	S1N
93078	851-1094	3400 IMPLEMENTING SHORETEL CONTACT CENTER TRAINING	3400 Implementing Contact Center Training (per student)	3125	15%	2656.25	S1N
93079	851-1095	3210 MAINTAINING AND SUPPORTING THE SHORETEL UC SOLUTION	3210 Maintaining and Supporting the IP System Training (per student)	3125	15%	2656.25	S1N
93193	851-1443	3500 IMPLEMENTING THE MOBILITY SOLUTION TRAINING	3500 Implementing the Mobility Solution Training (per student)	2250	15%	1912.50	S1N
93194	851-1572	3401SP CONTACT CENTER AGENT TRAINING, SELF-PACED ELEARNING	3401sp Contact Center Agent Training, Self-Paced eLearning (Per Student)	49	15%	41.65	S1N
93195	851-1573	3404SP CONTACT CENTER SUPERVISOR TRAINING, SELF-PACED ELEARNING	3404sp Contact Center Supervisor Training, Self-Paced eLearning (Per Student)	99	15%	84.15	S1N
93196	851-1574	MOBILITY END USER ONSITE TRAINING FULL DAY	Onsite Mobility Training - End Users & Administrators - Full Day - Up to 80 Students Per Site (Travel & Expenses included)	3500	15%	2975.00	S1N
93255	851-1506	3410 MAINTAINING AND SUPPORTING CONTACT CENTER TRAINING	3410 Maintaining and Supporting Contact Center Training (per student)	2250	15%	1912.50	S1N
93256	851-1507	3406 USING AND DESIGNING SHORETEL CONTACT CENTER REPORTS TRAINING	3406 Using and Designing ShoreTel Contact Center Reports Training (per student)	750	15%	637.50	S1N

93257	851-1508	3510 MAINTAINING AND SUPPORTING THE MOBILITY SOLUTION TRAINING	3510 Maintaining and Supporting the Mobility Solution Training (per student)	1500	15%	1275 00	S1N
93258	851-1509	3205SP SYSTEM ADMINISTRATOR TRAINING, SELF-PACED ELEARNING	3205sp System Administrator Training, Self-Paced eLearning (per student)	449	15%	381.65	S1N
93259	851-1558	3505 MOBILITY SYSTEM ADMINISTRATOR	3505 Mobility System Administrator Training (per student)	595	15%	505.75	S1N
93260	851-1651	3206 IMPLEMENTING THE IP 930D WIRELESS PHONE	3206 Implementing the IP 930D Wireless Phone Training, Self-Paced eLearning (Per Student)	125	15%	106.25	S1N
93261	851-1652	3200U IMPLEMENTING THE UC SOLUTION RELEASE UPDATE	3200u Implementing the UC Solution Release Update Training, Self-Paced eLearning (Per Student)	250	15%	212 50	S1N
93262	851-1653	3200S IMPLEMENTING THE UC SOLUTION COURSE, SELF-STUDY	3200s Implementing the UC Solution COURSE, Self-Study (Per Student)	1000	15%	850.00	S1N
93263	851-1654	3210S IMPLEMENTING THE UC SOLUTION COURSE, SELF-STUDY	3210s Implementing the UC Solution COURSE, Self-Study (Per Student)	1000	15%	850.00	S1N
93264	851-1655	3400S IMPLEMENTING CONTACT CENTER COURSE, SELF-STUDY	3400s Implementing Contact Center COURSE, Self-Study (Per Student)	1000	15%	850.00	S1N
93265	851-1656	3410S MAINTAINING AND SUPPORTING CONTACT CENTER COURSE, SELF-STUDY	3410s Maintaining and Supporting Contact Center COURSE, Self-Study (Per Student)	750	15%	637.50	S1N
93266	851-1657	3420S USING AND DESIGNING CONTACT CENTER REPORTS COURSE, SELF-STUDY	3420s Using and Designing Contact Center Reports COURSE, Self-Study (Per Student)	250	15%	212.50	S1N
93266	851-1657	3420S USING AND DESIGNING SHORETEL CONTACT CENTER REPORTS COURSE, SELF-STUDY	3420s Using and Designing ShoreTel Contact Center Reports Course, Self-Study (Per Student)	250	15%	212.50	S1N
93267	851-1658	3500S IMPLEMENTING THE MOBILITY SOLUTION, SELF-STUDY COURSE	3500s Implementing the Mobility Solution, Self-Study Course (Per Student)	750	15%	637.50	S1N
93268	851-1659	3510S MAINTAINING AND SUPPORTING THE MOBILITY SOLUTION, SELF-STUDY COURSE	3510s Maintaining and Supporting the Mobility Solution, Self-Study Course (Per Student)	500	15%	425.00	S1N
97176	851-1666	3220 ADVANCED SUPPORT FOR THE SHORETEL UC SOLUTION	3220 Advanced Support for the ShoreTel UC Solution Training (per student)	3125	15%	2656.25	S1N
97177	851-1667	3400U ECC IMPLEMENTATION AND SUPPORT CERTIFICATION UPDATE TRAINING	3400u ECC Implementation and Support Certification Update Training, Self-Paced eLearning (Per Student)	125	15%	106.25	S1N
97178	851-1668	3500U MOBILITY IMPLEMENTATION AND SUPPORT CERTIFICATION UPDATE TRAINING	3500u Mobility Implementation and Support Certification Update Training, Self-Paced eLearning (Per Student)	125	15%	106.25	S1N

WSCA-NASPO Addendum

Instructions: This document is used to authorize a Partner to sell under the ShoreTel WSCA-NASPO Master Agreement. In order to use this Exhibit, (i) Partner MUST already have an existing, executed Partner Agreement with ShoreTel ("Partner Agreement") and (ii) Partner must be authorized by the ShoreTel WSCA Contract Manager. In addition, a Partner must also sign a State-specific Participating Addendum to sell in specific WSCA-NASPO Participating Entity States or participating cities, counties, public schools, institutions of higher education and other eligible entities, *i.e.*, non-profits.

To use this document:

- **Use an incremental addendum combination that is the next in sequence. Exhibit A is part of the Partner Agreement, so increment A-1, A-2, etc based on the number of agreements already in place. Please fill in all A-_ in the Addendum.**

- **Fill in the legal name of the Partner from the Partner Agreement, and the master ShoreTel ID for the Partner.**

- **When completed with all signatures, please return to championpartner@shoretel.com.**

EXHIBIT A-1

WSCA-NASPO Addendum

This Exhibit A-1 shall be an Exhibit to the Partner Agreement ("**Exhibit**" or "**Addendum**") by and between ShoreTel and Partner Fishline Technical Services [*insert name of Partner on Partner Agreement*] ShoreTel ID# 5174c, effective 12-1-2014 [effective date] (the "**Partner Agreement**") This Exhibit A shall become part of the Partner Agreement effective as of the effective date hereof and all other terms of the Partner Agreement shall remain unchanged

1. **Purpose; Exclusive Method to Sell; Order of Precedence**

1.1 The purpose of this Addendum is to authorize Partner to resell Products under the ShoreTel WSCA-NASPO Master Agreement, State Of Utah - State Cooperative Contract, Contract No. AR627 which can be found at www.aboutwsca.org/documents/Data_Comm_1419ShoreTel_AR627_Master_Agreement1403[1].pdf ("**ShoreTel WSCA-NASPO Master Agreement**" or "**Master Agreement**") and to prescribe the terms and conditions applicable to all sales of ShoreTel Products and Services to Participating States and political subdivisions thereof purchasing under the Master Agreement. All capitalized terms that are not defined herein have the meanings assigned to them in the ShoreTel WSCA-NASPO Master Agreement "WSCA-NASPO" refers to the Western States Contracting Alliance – National Association of State Procurement Officials Cooperative Purchasing Organization.

1.2 Partners may sell to Participating States, cities, counties, public schools, institutions of higher education and other eligible entities *i.e.*, non-profits under the ShoreTel WSCA-NASPO Master Agreement, only pursuant to the terms and conditions of the Master Agreement and this Addendum. Only authorized partners who have signed this WSCA-NASPO Addendum may sell ShoreTel Products and Services under this ShoreTel WSCA-NASPO Master Agreement

1.3 In case of any conflict between this Addendum, the Master Agreement and the Partner Agreement regarding resales of ShoreTel Products, the following order of precedence shall apply: the Master Agreement, this Addendum and the Partner Agreement, including, without limitation, regarding payment, delivery and standards of acceptance.

2. **Background; Representation, Warranty and Covenant of Acceptance of ShoreTel WSCA-NASPO Master Agreement Terms**

2.1 WSCA-NASPO is the cooperative purchasing arm of the National Association of State Procurement Officials. It is a cooperative group contracting consortium for state government departments, institutions, agencies and political subdivisions (*e.g.*, colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the organized US territories. Obligations under this Addendum are limited to those Participating States who have signed a Participating Addendum. Partner should note that the financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. The Participating States incur no financial obligations on behalf of political subdivisions.

2.2 As an authorized Contractor under the ShoreTel WSCA-NASPO Master Agreement, ShoreTel is required to comply with all of the terms and conditions of the WSCA-NASPO Master Agreement. In order for Partner to sell under the ShoreTel WSCA-NASPO Master Agreement, Partner must agree to and abide by all of the terms and conditions in the ShoreTel WSCA-NASPO Master Agreement in the same manner as ShoreTel has agreed to abide by the terms and conditions of the ShoreTel WSCA-NASPO Master Agreement. Accordingly, Partner hereby represents, warrants and covenants that it has read, accepted and will comply with all terms applicable to the resale of Products under the ShoreTel WSCA-NASPO Master Agreement.

3. **Sales only to approved government entities; Pricing; Quarterly Reporting**

3.1. Sales may be made under this Addendum only to **approved government entities** that are approved to purchase under the ShoreTel WSCA-NASPO Master Agreement.

3.2 For applicable pricing and discounts, please see ShoreTel's Partner Site for the pricing catalog, which will list those ShoreTel products and services and applicable discounts that can be sold under the ShoreTel WSCA-NASPO Master Agreement and the Participating Addendum.

3.3 ShoreTel is required to provide quarterly usage reports to the WSCA-NASPO Contract Administrator or

designee and is responsible to collect and report all sales data including resellers and partners' sales associated with the Master Agreement. Quarterly reports must coincide with the quarters in the fiscal year as outlined below:
Quarter #1: July 1 through September 30, due annually by October 30
Quarter #2 October 1 through December 31, due annually by January 30
Quarter #3 January 1 through March 31, due annually by April 30.
Quarter #4 April 1 through June 30, due annually by July 30.

Partner agrees to provide, timely and accurately, quarterly sales data for sales under the Master Agreement and any Participating Addendum and any other related information as requested by ShoreTel.

4. **Term; Termination**

4.1 This Exhibit A shall be coterminous with the Main Partner Agreement and may be terminated pursuant to the terms and conditions of Section 9.2 of the Partner Agreement.

4.2 A Partner **may be removed by ShoreTel at any time** from being an authorized Partner under the ShoreTel WSCA-NASPO Master Agreement, and this Exhibit A terminated by ShoreTel under Section 9.2(e) of the Partner Agreement (a) **if the Partner is not complying with all of the requirements set forth in this Addendum**, including, but not limited to, the Partner using this Addendum to resell to entities other than approved government entities.

4.3 This Exhibit A may be terminated independent of the Partner Agreement so that Partner Agreement stays effective while this Exhibit A is terminated. If the Partner Agreement is terminated, this Exhibit A shall also terminate at the same time.

1. WSCA-NASPO Requirements

1. CONFIDENTIALITY, NON-DISCLOSURE AND INJUNCTIVE RELIEF

1.1 Confidentiality Partner acknowledges that it and its employees or agents may, in the course of providing the Product under the Master Agreement and this Addendum, be exposed to or acquire information that is confidential to Participating Entity or Participating Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Partner or its employees or agents in the performance of the Master Agreement and this Addendum, including, but not necessarily limited to (a) any Participating Entity records, (b) personnel records, and (c) information concerning individuals, is confidential information of Participating Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Partner shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (a) is or becomes (other than by disclosure by Partner) publicly known; (b) is furnished by Participating Entity to others without restrictions similar to those imposed by the Master Agreement and this Addendum, (c) is rightfully in Partner's possession without the obligation of nondisclosure prior to the time of its disclosure under the Master Agreement and this Addendum; (d) is obtained from a source other than Participating Entity without the obligation of confidentiality, (e) is disclosed with the written consent of Participating Entity or, (f) is independently developed by employees, agents or subcontractors of Partner who can be shown to have had no access to the Confidential Information.

1.2 Non-Disclosure Partner shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the performance of the Master Agreement and Addendum to Participating Entity hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Partner shall use commercially reasonable efforts to assist Participating Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Partner shall advise Participating Entity immediately if Partner learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of the Master Agreement and this Addendum and Partner shall at its expense cooperate with Participating Entity in seeking injunctive or other equitable relief in the name of Participating Entity or Partner against any such person. Except as directed by Participating Entity, Partner will not at any time during or after the term of the Master Agreement and this Addendum disclose, directly or indirectly, any Confidential Information to any person, except in accordance with the Master Agreement and this Addendum, and that upon termination of the Master Agreement and this Addendum or at Participating Entity's request, Partner shall turn over to Participating Entity all documents, papers, and other matter in Partner's possession that embody Confidential Information. Notwithstanding the foregoing, Partner may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of the Master Agreement and this Addendum.

1.3 Injunctive Relief. Partner acknowledges that breach of this Section, including disclosure of any Confidential Information, will cause irreparable injury to Participating Entity that is inadequately compensable in damages Accordingly, Participating Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Partner acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Participating Entity and are reasonable in scope and content

2. DEBARMENT The Partner certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency

3. DEFAULTS & REMEDIES

a. The occurrence of any of the following events shall be an event of default under the Master Agreement and this Addendum

i. Nonperformance of contractual requirements; or

ii. A material breach of any term or condition of the Master Agreement or this Addendum, or

iii. Any representation or warranty by Partner in response to the solicitation or in this Addendum proves to be untrue or materially misleading, or

iv. Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Partner, or the appointment of a receiver or similar officer for Partner or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

v. Any default specified in another section of the Master Agreement and this Addendum.

b. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Partner shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate the Master Agreement and this Addendum in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Partner's liability for damages, including liquidated damages to the extent provided for under this Addendum.

c. If Partner is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Partner shall be in breach of its obligations under the Master Agreement and this Addendum and Lead State shall have the right to exercise any or all of the following remedies

i Exercise any remedy provided by law; and
ii. Terminate the Master Agreement and this Addendum and any related Contracts or portions thereof. and
iii Impose liquidated damages as provided in the Master Agreement and this Addendum; and
iv Suspend Partner from receiving future bid solicitations; and
v Suspend Partner's performance; and
vi Withhold payment until the default is remedied

d In the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum.

4. DELIVERY Unless otherwise indicated in the Master Agreement, the prices are the delivered price to any Participating State agency or political subdivision. All deliveries shall be F O.B. destination with all transportation and handling charges paid by the Partner Responsibility and liability for loss or damage shall remain the Partner until final inspection and acceptance when responsibility shall pass to the Buyer except as to latent defects, fraud and Partner's warranty obligations. The minimum shipment amount will be found in the special terms and conditions Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

5. FORCE MAJEURE None of ShoreTel, WSCA-NASPO, a Participating Entity or Partner shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. WSCA-

NASPO may terminate the Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

6. GOVERNING LAW Any sales under this Addendum shall be governed by and construed in accordance with the laws of the state sponsoring and administering the procurement. The construction and effect of any Participating Addendum or order against the Master Agreement(s) shall be governed by and construed in accordance with the laws of the Participating Entity's State. Venue for any claim, dispute or action with a Purchasing Entity concerning an order placed against the Master Agreement(s) or the effect of a Participating Addendum shall be in the Purchasing Entity's State; *provided however*, that claims, disputes or actions with ShoreTel are governed under Section 13.10 of the Partner Agreement.

7. INDEMNIFICATION The Partner shall defend, indemnify and hold harmless WSCA-NASPO, the Lead State and Participating Entities along with their officers, agencies, and employees as well as any person or entity for which they may be liable from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising from act(s), error(s), or omission(s) of the Partner, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement and this Addendum. This section is not subject to any limitations of liability in this Addendum or in any other document executed in conjunction with this Addendum.

8. INDEPENDENT CONTRACTOR The Partner shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA-NASPO or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA-NASPO or the states, except as expressly set forth herein.

9. INDIVIDUAL CUSTOMER Except to the extent modified by a Participating Addendum, each Participating Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or to recover any costs allowed in the Master Agreement and applicable Participating Addendum for their purchases. Each Participating Entity will be responsible for its own charges, fees, and liabilities. The Partner will apply the charges and invoice each Participating Entity individually.

10. INSURANCE Partner shall, during the term of the Master Agreement and this Addendum, maintain in full force and effect, the insurance described in this section. Partner shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in the Master Agreement and this Addendum's termination or at a Participating Entity's option, result in termination of its Participating Addendum.

Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories: a) Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than $1 million per occurrence/$2 million general aggregate; b) Partner must comply with any applicable State Workers Compensation or Employers

Liability Insurance requirements.
Partner shall pay premiums on all insurance policies. Such policies shall also reference the Master Agreement and this Addendum and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Participating Entity by the Partner.

Prior to commencement of the work, Partner shall provide to the Participating Entity a written endorsement to the Partner's general liability insurance policy that (i) names the Participating Entity as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating Entity has been given at least thirty (30) days prior written notice, and (iii) provides that the Partner's liability insurance policy shall be primary, with any liability insurance of the Participating Entity as secondary and noncontributory.

Partner shall furnish to Participating Entity copies of certificates of all required insurance within thirty (30) calendar days of the Participating Addendum's effective date and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after renewal date. These certificates of insurance must expressly

indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at State's sole option, result in the Master Agreement and this Addendum's termination. Coverage and limits shall not limit Partner's liability and obligations under the Master Agreement and this Addendum.

11. LAWS AND REGULATIONS Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations

12. NO WAIVER OF SOVEREIGN IMMUNITY In no event shall this Addendum, any Participating Addendum or any contract or any purchase order issued thereunder, or any act of a Lead State or a Participating Entity, be a waiver by the Participating Entity of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court

If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the Participating State This section applies to a claim brought against the Participating State only to the extent Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

15. ORDER NUMBERS Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

16. PARTICIPANTS WSCA-NASPO is the cooperative purchasing arm of the National Association of State Procurement Officials It is a cooperative group contracting consortium for state government departments, institutions, agencies and political subdivisions (e g , colleges, school districts, counties, cities, etc.,) for all 50 states, the District of Columbia and the organized US territories Obligations under the Master Agreement and this Addendum are limited to those Participating States who have signed a Participating Addendum where contemplated by the solicitation Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award(s) will be permissive.

17. ENTITY PARTICIPATION Use of specific WSCA-NASPO cooperative Master Agreements by state agencies, political subdivisions and other entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

18. PAYMENT Payment for completion of a contract order is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Partner may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

19. PUBLIC INFORMATION The Master Agreement and this Addendum and all related documents are subject to disclosure pursuant to the Participating Entity's public information laws.

20. RECORDS ADMINISTRATION AND AUDIT The Partner will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Partner for costs authorized by the Master Agreement and this Addendum. These records will be retained by the Partner for at least four years after the Master Agreement terminates, or until all audits initiated within the four years have been completed, whichever is later The Partner agrees to allow WSCA-NASPO State and Federal auditors, and state agency staff access to all the records of the Master Agreement and this Addendum and any order placed under the Master Agreement and this Addendum, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

21. STANDARD OF PERFORMANCE AND ACCEPTANCE The Standard of Performance applies to all Product(s) purchased under the Master Agreement and this Addendum, including any additional, replacement, or substitute Product(s) and any Product(s) which are modified by or with the written approval of Partner after Acceptance by the Participating Entity The Acceptance Testing period shall be thirty (30) calendar days or other time period identified in the solicitation or the Participating Addendum, starting from the day after the Product is installed and Partner certifies that the Product is ready for Acceptance Testing. If the Product does not meet the Standard of Performance during the initial

period of Acceptance Testing, Participating Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the Standard of Performance is met Upon rejection, the Partner will have fifteen (15) calendar days to cure the Standard of Performance issue(s). If after the cure period, the Product still has not met the Standard of Performance Participating Entity may, at its option, (1) declare Partner to be in breach and terminate the Order, (2) demand replacement Product from Partner at no additional cost to Participating Entity; or, (3) continue the cure period for an additional time period agreed upon by the Participating Entity and the Partner Partner shall pay all costs related to the preparation and shipping of Product returned pursuant to the section No Product shall be accepted and no charges shall be paid until the Standard of Performance is met. The warranty period will begin upon Acceptance

22. SYSTEM FAILURE OR DAMAGE In the event of system failure or damage caused by the Partner or its Product, the Partner agrees to use its best efforts to restore or assist in restoring the system to operational capacity.

23. TITLE OF PRODUCT Upon Acceptance by the Participating Entity, Partner shall convey to Participating Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use the Embedded Software in the Product. If Participating Entity subsequently transfers title of the Product to another entity, Participating Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Participating Entity or Participating Entity's transferee.

24. WAIVER OF BREACH Failure of Lead State or Participating Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under the Master Agreement and this Addendum or Participating Addendum. Any waiver by the Lead State or Participating Entity must be in writing Waiver by the Lead State or Participating Entity of any default, right or remedy under the Master Agreement and this Addendum or Participating Addendum, or breach of any terms or requirements shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under the Master Agreement and this Addendum or Participating Addendum.

25. WARRANTY The Partner warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Partner made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Participating Entity has relied on the Partner's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Partner will repair or replace (at no charge to the Participating Entity) the Product whose nonconformance is discovered and made known to the Partner If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Partner will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs. See ShoreTel Standard Limited Warranty for warranty details.

26. ASSIGNMENT OF ANTITRUST RIGHTS Partner irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Partner now has or which may accrue to the Partner in the future by reason of any violation of state or federal antitrust laws (15 U.S.C § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Partner for the purpose of carrying out the Partner's obligations under the Master Agreement and this Addendum or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action Partner shall require any subcontractors hired to perform any of Partner's obligations, under the Master Agreement and this Addendum or Participating Addendum, to irrevocably assign to a Participating Entity, as third party beneficiary, any right, title or interest that has accrued or which may accrue in the future by reason of any violation of state or federal antitrust laws (15 U.S C § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the subcontractor for the purpose of carrying out the subcontractor's obligations to the Partner in pursuance of the Master Agreement and this Addendum or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action

Definitions

Acceptance - means a written notice from a purchasing entity to Partner advising Partner that the Product has passed its Acceptance Testing Acceptance of a product for which acceptance testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the product, unless the Purchasing Entity provides a written notice of rejection to Partner

Acceptance Testing - means the process for ascertaining that the Product meets the standards set forth in the section titled Standard of Performance and Acceptance, prior to Acceptance by the Purchasing Entity.

Partner - means the person or entity delivering Products or performing services under the terms and conditions set forth in the Master Agreement and this Addendum.

Intellectual Property – means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State - means the State conducting this cooperative solicitation and centrally administering any resulting Master Agreement with the permission of the Signatory States.

Order - means any purchase order, sales order, or other document used by a Participating Entity to order the Products.

Participating Addendum - means a bilateral agreement executed by ShoreTel and a Participating Entity incorporating the Master Agreement and this Addendum and any other additional Participating Entity specific language or other requirements, *e.g.* ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity - means a state, or other legal entity, properly authorized by a state to enter into the Master Agreement or Participating Addendum or who is authorized to order under the Master Agreement or Participating Addendum.

Product - Any equipment, software (including embedded software), documentation, or deliverable supplied or created by ShoreTel pursuant to the Master Agreement and this Addendum. WSCA-NASPO is a cooperative group contracting consortium for state procurement officials, representing departments, institutions, agencies, and political subdivisions (*i.e.*, colleges, school districts, counties, cities, etc.) for all states and the District of Columbia. WSCA-NASPO is a cooperative purchasing arm of the National Association of State Procurement Officials (NASPO).

Additional Definitions and Alternative Terms for Consideration
Below are additional definitions and alternative terms for consideration by the sourcing teams depending upon the nature of the solicitation and negotiations between the Contractor and Vendor.

Embedded Software - means one or more software applications which permanently reside on a computing device.

Machine Code – means microcode, basic input/output system code, utility programs, device drivers, diagnostics, and another code delivered with a computing device for the purpose of enabling the function of the computing device, as stated in its published specifications.

AGREEMENT TO AND ACKNOWLEDGEMENT OF EXHIBIT A-__	
PARTNER	**SHORETEL, INC.**
Reseller: Richline Technical Services, LLC	
Signature:	Signature:
Print Name: Joshua Richline	Print Name: Jeff Mattan
Title: Sr. VP Telecom/Partner	Title: Sr Director WW Channel Programs ShoreTel
Date: 12/1/2014	Date: Dec. 3, 2014

Attachment A

Contact Information

Partner Contacts

The individual named as WSCA-NASPO contact below will be responsible for all WSCA-NASPO related correspondence with ShoreTel.

Contact Type	*Description*
WSCA-NASPO Contact	• ***Principal contact for important communications regarding WSCA-NASPO contracts*** • ***Access to revenue information***
Name: Josh Richline	
Title: Sr. VP	
Tel: 561.882.5297	
Fax: 561.887.9910	
E-mail: jrichline@richline.cc	

If the section above is blank, WSCA-NASPO related communications will be sent to the contact listed in the Business Owner/ Executive section of the Partner Agreement.

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-19
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT
ShoreTel, Inc
Master Agreement No: AR627
(hereinafter "Contractor")

And

[**HIDALGO COUNTY**]
(hereinafter "Participating State/Entity")

1. Scope: This addendum covers the Data Communications Products and Services 14-20 contracts led by the State of Utah for use by state agencies and other entities located in the Participating **State/Entity** authorized by that state's statutes to utilize **state/entity** contracts with the prior approval of the state's chief procurement official.

2. Participation: Use of specific WSCA-NASPO cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use **state/entity** contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Participating State Modifications or Additions to Master Agreement:
(These modifications or additions apply only to actions and relationships within the Participating Entity.)
[Replace this with specific changes or a statement that No Changes Are Required]

4. Lease Agreements: **[Insert a statement about whether or not equipment lease agreement terms and conditions included in the Master Agreement have been approved for use by the Participating State and any restrictions or requirements for the use of the lease agreement language in the Master Agreement.]**

5. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name	Holly Davis
Address	960 Stewart Drive Sunnyvale, CA 94085
Telephone	408-900-1195
Fax	
E-mail	hdavis@shoretel.com

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-19
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT
ShoreTel, Inc
Master Agreement No: AR627
(hereinafter "Contractor")

And

[**HIDALGO COUNTY**]
(hereinafter "Participating State/Entity")

Participating Entity

Name	HIDALGO COUNTY
Address	2812 S. BUSINESS HWY. 281
Telephone	956-318-2626
Fax	956-318-2629
E-mail	Martha.salazar@co.hidalgo.tx.us

6. Subcontractors: All [contractor] dealers and resellers authorized in the State of **Texas**, as shown on the dedicated **[ShoreTel Inc.]** (**cooperative contract #AR627**) website, are approved to provide sales and service support to participants in the WSCA-NASPO Master Price Agreement. The **[Richline Technical Services]** dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. Orders: Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: **Hidalgo County**	Contractor: **Shoretel, Inc.**
By:	By:
Name: **Ramon Garcia**	Name: **Holly Davis**
Title: **County Judge**	Title: **Point of Contact**
Date:	Date:

[Additional signatures as required by Participating State]

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-19
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT
ShoreTel, Inc
Master Agreement No: AR627
(hereinafter "Contractor")

And

[**HIDALGO COUNTY**]
(hereinafter "Participating State/Entity")

For questions on executing a participating addendum, please contact:

WSCA-NASPO

Cooperative Development Coordinator	Paul Stembler
Telephone	651-206-3858
E-mail	pstembler@wsca-naspo.org

[Please email fully executed PDF copy of this document to PA@wsca-naspo.org to support documentation of participation and posting in appropriate data bases]

WSCA-NASPO
COOPERATIVE PURCHASING ORGANIZATION

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

Re: Eligibility Question

From : Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us> Wed, Jan 21, 2015 08:08 AM
Subject : Re: Eligibility Question
To : Steve Crain <scrain@atlashall.com>
Cc : Martha Salazar <martha.salazar@co.hidalgo.tx.us>, Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>

Thank you, Mr. Crain.....

Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 785339
Email: evangelina.garcia@co.hidalgo.tx.us
Phone: 956-292-7000-Ext. 4856

From: "Steve Crain" <scrain@atlashall.com>
To: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
Sent: Wednesday, January 21, 2015 7:31:04 AM
Subject: RE: Eligibility Question

Print the email and file same in the NASPO file and then you can proceed.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Tuesday, January 20, 2015 5:02 PM
To: Steve Crain
Cc: Martha Salazar; Darlene H. Betancourt
Subject: Fwd: Eligibility Question

Mr. Crain;
I received the following confirmation by Chris Christine regarding WSCA-NASPO.

Please let me know if there's any other questions.

Thank you;

Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 78539
Email: evangelina.garcia@co.hidalgo.tx.us
Phone: 956-292-7000-Ext. 4856

From: "Chris Christine" <Chris.Christine@cpa.texas.gov>
To: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
Cc: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Tuesday, January 20, 2015 4:02:49 PM
Subject: RE: Eligibility Question

Good afternoon Evangelina,
Thank you for your email. This is to confirm that all Texas counties and municipalities, less state agencies, are allowed to use WSCA/NASPO contracts. State agencies and higher education may use them as well but have to go through us to do so. Hope this helps. Let me know if any questions.
Best regards,
Chris

Chris Christine
Manager, Program Development and Statewide Mail
Texas Procurement and Support Services
Comptroller of Public Accounts
PO Box 13186
Austin, Texas 78711-3186
512-463-9520 office
512-406-1664 mobile
chris.christine@cpa.texas.gov

CONFIDENTIALITY NOTICE: This email message is intended only for the person or entity to which it is addressed and may contain CONFIDENTIAL and/or PRIVILEGED material. Any unauthorized review, use, disclosure or distribution is prohibited and may be punishable by law.

If you are not the intended recipient, please contact the sender and destroy all copies of the original message.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Tuesday, January 20, 2015 2:55 PM
To: Chris Christine
Cc: Martha Salazar
Subject: Fwd: Eligibility Question

Chris;
I need your assistance regarding the following email as sent by Mr. Paul Stembler from WSCA-NASPO. Hidalgo County would like confirmation by the Texas State Chi8ef Procurement Official allowing Texas Entities to utilize WSCA-NASPO Cooperative Contracts. I am also inquiring if counties, more specifically Texas Counties, have been given permission to do so.

Appreciate your assistance on this being that Hidalgo County currently has a project request on hold until I can obtain confirmation.

Thank you;

Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 78539
Email: evangelina.garcia@co.hidalgo.tx.us

Phone: 956-292-7000-Ext. 4856

From: "Paul Stembler-WSCA-NASPO" <PStembler@wsca-naspo.org>
To: "evangelina garcia" <evangelina.garcia@co.hidalgo.tx.us>
Sent: Monday, January 19, 2015 9:11:27 AM
Subject: Fw: Eligibility Question

This is an email from the State Chief Procurement Official allowing Texas local governmental entities to use our cooperative contracts.

If I can do anything else, please let me know.

Thank you for your interest in cooperative contracting.

Paul Stembler
Cooperative Development Coordinator
WSCA-NASPO Cooperative Purchasing Organization
Call: 651-206-3858
Central Time Zone

From: Chris Christine <chris.christine@cpa.state.tx.us>
Sent: Wednesday, October 26, 2011 17:02
To: Paul Stembler
Subject: RE: Eligibility Question
Hi Paul,
Thanks for your note. In that the state of Texas has no jurisdiction over 501(c)(3)s in regard to purchasing, it would be up to WSCA as to whether it would permit the company to participate in the wireless contract. Municipalities and other entities such as water districts, school districts and assistance organizations such as the Red Cross may use state contracts, TXMAS (some GSA Schedule) contracts and piggyback contracts. **We have also given municipalities permission to use NASPO related contracts.** An example of this is El Paso using the wireless contract. Hope this helps.

Best regards,
Chris
Chris Christine
Manager, Statewide Mail and Program Development
Texas Procurement and Support Services
Comptroller of Public Accounts
1711 San Jacinto
Austin, Texas 78701
512-463-9520 office
512-406-1664 mobile
chris.christine@cpa.state.tx.us
-----Original Message-----
From: Paul Stembler [mailto:pstembler@amrms.com]
Sent: Tuesday, October 25, 2011 12:47 PM
To: Chris Christine
Subject: Eligibility Question
Got a 501(c)(3) that is involved in education, gets funding for the feds and the City of Dallas, that is asking about using the WSCA Wireless contract.
How does Texas statutes treat 501(c)(3)'s as far as using state contracts?
If it is silent, which is the case in many states, lots of directors say "we don't care, it is really up to the contractor."
Your call.
Thank you for your interest in WSCA, NASPO, and cooperative contracting.
Paul Stembler
WSCA/NASPO eMarket Center Program Manager/
WSCA/NASPO Cooperative Development Coordinator
Cell (651) 206-3858 Phone (612) 284-7123
pstembler@amrms.com
For more information on the WSCA/NASPO Cooperative Development programs,
please visit www.aboutwsca.org <http://www.aboutwsca.org/>; or www.naspo.org <http://www.naspo.org/>; . Management and support of these

programs is provided through the association's headquarters office at AMR Management Services (www.amrms.com <http://www.amrms.com/>;). The information contained in this communication, and in any accompanying documents, may constitute confidential or proprietary information belonging to AMR Management Services or its clients. If you are not the intended recipient of this message, then you may not disclose, print, copy, or disseminate this information, nor take any action in reliance on this information. If you have received this communication in error, please reply and notify the sender (only) and then delete the message. Unauthorized interception of e-mail communications is a violation of federal criminal law.

NASPO >> WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION

- Current Contracts
- Current Opportunities
- Frequently Asked Questions

PRESS RELEASE - Jan. 16, 2013

Why is WSCA-NASPO such a good purchasing tool? Click here to find out!

What is the WSCA-NASPO Cooperative Purchasing Organization?

The National Association of State Procurement Officials (NASPO) has formed a subsidiary entity, the NASPO Cooperative Purchasing Organization (WSCA-NASPO), to manage its national cooperative purchasing program. WSCA-NASPO was formed in October of 2012 and began operating officially on January 1, 2013.

A 21-member Management Board has been appointed to oversee the operations and activities of the new organization.

Since 1993, the Western States Contracting Alliance (WSCA) served as the primary cooperative purchasing arm of NASPO and encouraged, fostered, and guided participating members to work collaboratively in an effort to create true procurement cooperatives. WSCA-NASPO represents a unified, nationally-focused cooperative purchasing program that will leverage the collective expertise and experience of WSCA and NASPO, aggregate the demand of all 50 states, the District of Columbia and the five organized territories, and their political subdivisions and other eligible entities, and help spur innovation and competition in the marketplace.

NASPO >> FREQUENTLY ASKED QUESTIONS

WHO OWNS THE CONTRACT?

WSCA-NASPO uses a "Lead State" model in issuing cooperative solicitations. One state leads the procurement, issues the solicitation and awards the contracts based on that state's statutory requirements and processes. The Lead State owns and manages the contract(s). You can find the name of the lead state contact by selecting a contract from the list here. Other states and many other governmental and eligible entities have chosen to participate and have followed each entity's individual statutory processes to provide public notice and permit participation. If you have questions, contact Paul Stembler (contact information below).

WHO CAN USE WSCA-NASPO CONTRACTS?

All governmental entities within a state are eligible to use WSCA-NASPO contracts, if the governmental entity has the legal authority to use their home state's contracts. If you are not sure, check with either your home state's chief procurement official or contact Paul Stembler (contact information below).

WHAT IF MY HOME STATE HAS CHOSEN NOT TO PARTICIPATE, BUT WE WANT TO USE A WSCA-NASPO CONTRACT?

Each state and governmental entity has different statutory, legal and procedural requirements. WSCA-NASPO contracts are solicited to allow the broadest possible participation, but the answer depends on your individual legal and procedural requirements. You should check with the Lead State contact listed on the contract page or contact Paul Stembler (contact information below) if you have questions.

I HAVE QUESTIONS ABOUT THE WSCA-NASPO ORGANIZATION OR OTHER THINGS RELATED TO WSCA-NASPO CONTRACTS. WHO DO I CONTACT?

Paul Stembler, WSCA-NASPO Cooperative Development Coordinator

Email: pstembler@wsca-naspo.org

Tim Hay, WSCA-NASPO Cooperative Development Coordinator

Email: thay@wsca-naspo.org

Doug Richins, WSCA-NASPO CEO

Email: drichins@wsca-naspo.org

or

Lee Ann Pope, WSCA-NASPO Program Manager

NASPO >> SHORETEL INC.

ShoreTel Inc.

Master Agreement

Model Participating Addendum

Pricing

Contractor Information

Holly Davis
408-900-1195
hdavis@shoretel.com

Executed Participating Addenda

- Hawaii
- Nevada
- Utah

Richline Technical Services, LLC
Quote

RICHLINE
TECHNICAL SERVICES

From:

Joshua Richline
Richline Technical Services, LLC
PO Box 1399
Corpus Christi, TX 78403
(361) 882-6297
jrichline@richline.cc

Prepared for:

Noah Lopez
Hidalgo County
Information Technology
100 East Cano 4th Floor
Edinburg, TX 78539
(956) 292-7010
noah.lopez@co.hidalgo.tx.us

Quantity	Description	Unit Price	Ext. Price
1.00	Shoretel Partner Support (No Phones) includes remote support and monitoring of Shoretel Server and Switches Software updates and patches from ShoreTel Extends Warranty on ShoreTel Switches for term of Support Contract One Year Term 2/1/2015 through 1/31/2016 Covered Equipment includes all hardware and licenses listed as "Covered" on "Attachment 1: Hidalgo County Shoretel Equipment List" ShoreTel/WSCA-NASPO Master Agreement, State of Utah-State Cooperative Contract, Contract Number AR627 Richline Technical Services, Inc. ShoreTel ID# 51748	61,527.34	61,527.34
		Subtotal:	**61,527.34**
		Tax:	**0.00**
		Total:	**61,527.34**

Please see the attached documentation for a detailed description of the services. Labor estimations are just that and reflect the amount of time that should be required to complete the scope of the project barring any unforseen difficulties or the addition of labor outside the orignal scope of work including but not limited to oversites or requests by the customer or other outside vendors. Prices are subject to change.

Signature:_____ Date: _____

Attachment 1: Hidalgo County ShoreTel Equipment List

Qty	ShoreTel Product	SKU	Equivalent P/N	Serial Number	Ship Date	Asset Status	Unit Cost	Extended Cost	Support List	
1	Additional Site License	30044	690-1058		10/25/2011	Covered	$0.00	$0.00	0.00	
7	Additional Site License	30044	690-1058		12/22/2010	Covered	$0.00	$0.00	0.00	
28	Additional Site License	30044	690-1058		10/22/2008	Covered	$0.00	$0.00	0.00	
36										
1	New Additional Site License	30044	690-1058		7/10/2013	Covered	$495.00	$495.00	56.93	
2	Distributed Voice Services License	21020	610-1064		7/12/2006	Covered	$995.00	$1,990.00	228.85	
4	Distributed Voice Services License	21020	610-1064		10/17/2005	Covered	$995.00	$3,980.00	457.70	
6									686.55	
1	Mobile Call Manager	30051	690-1110		12/22/2010	Covered	$95.00	$95.00	10.93	
30	Operator Call Manager License	40006	610-1122		11/9/2009	Covered	$595.00	$17,850.00	2,052.75	
1	ShoreGear 30 Switch	10320	600-1071	S30J10321924DF	12/22/2010	Covered	$1,595.00	$1,595.00	183.43	
1	ShoreGear 30 Switch	10320	600-1071	S30J1042193DE2	12/22/2010	Covered	$1,595.00	$1,595.00	183.43	
1	ShoreGear 30 Switch	10320	600-1071	S30J10321924E3	12/22/2010	Covered	$1,595.00	$1,595.00	183.43	
1	ShoreGear 30 Switch	10320	600-1071	S30J1012161669	12/22/2010	Covered	$1,595.00	$1,595.00	183.43	
1	ShoreGear 30 Switch	10320	600-1071	S30J10321924CA	12/22/2010	Covered	$1,595.00	$1,595.00	183.43	
1	ShoreGear 30 Switch	10320	600-1071	S30J1042193DDD	12/22/2010	Covered	$1,595.00	$1,595.00	183.43	
1	ShoreGear 30 Switch	10320	600-1071	S30J1025162C42	12/22/2010	Covered	$1,595.00	$1,595.00	183.43	
1	ShoreGear 30 Switch	10320	600-1071	S30J10321924AC	12/22/2010	Covered	$1,595.00	$1,595.00	183.43	
8									1,467.40	
1	ShoreGear 50 Switch	10259	600-1041	S50J11271E2AA5	10/24/2011	Covered	$1,995.00	$1,995.00	229.43	
1	ShoreGear 50 Switch	10259	600-1041	S50J08330CC7E6	10/22/2008	Covered	$1,995.00	$1,995.00	229.43	
1	ShoreGear 50 Switch	10259	600-1041	S50J08330CC7E7	10/22/2008	Covered	$1,995.00	$1,995.00	229.43	
1	ShoreGear 50 Switch	10259	600-1041	S50J08330CC7F1	10/22/2008	Covered	$1,995.00	$1,995.00	229.43	
1	ShoreGear 50 Switch	10259	600-1041	S50J08330CC7F2	10/22/2008	Covered	$1,995.00	$1,995.00	229.43	
1	ShoreGear 50 Switch	10259	600-1041	S50J08330CC7F4	10/22/2008	Covered	$1,995.00	$1,995.00	229.43	
1	ShoreGear 50 Switch	10259	600-1041	S50J08330CC7F7	10/22/2008	Covered	$1,995.00	$1,995.00	229.43	
1	ShoreGear 50 Switch	10259	600-1041	S50J08330CC7FC	10/22/2008	Covered	$1,995.00	$1,995.00	229.43	
1	ShoreGear 50 Switch	10259	600-1041	S50J08330CC804	10/22/2008	Covered	$1,995.00	$1,995.00	229.43	
1	ShoreGear 50 Switch	10259	600-1041	S50J08330CC806	10/22/2008	Covered	$1,995.00	$1,995.00	229.43	
1	ShoreGear 50 Switch	10259	600-1041	S50J08330CC807	10/22/2008	Covered	$1,995.00	$1,995.00	229.43	
1	ShoreGear 50 Switch	10259	600-1041	S50J08330CC808	10/22/2008	Covered	$1,995.00	$1,995.00	229.43	
1	ShoreGear 50 Switch	10259	600-1041	S50J08330CC80A	10/22/2008	Covered	$1,995.00	$1,995.00	229.43	
1	ShoreGear 50 Switch	10259	600-1041	S50J08330CC813	10/22/2008	Covered	$1,995.00	$1,995.00	229.43	
1	ShoreGear 50 Switch	10259	600-1041	S50J08330CC816	10/22/2008	Covered	$1,995.00	$1,995.00	229.43	
1	ShoreGear 50 Switch	10259	600-1041	S50J08330CC81A	10/22/2008	Covered	$1,995.00	$1,995.00	229.43	
1	ShoreGear 50 Switch	10259	600-1041	S50J08330CC81C	10/22/2008	Covered	$1,995.00	$1,995.00	229.43	
1	ShoreGear 50 Switch	10259	600-1041	S50J08330CC81D	10/22/2008	Covered	$1,995.00	$1,995.00	229.43	

Qty	ShoreTel Product	SKU	Equivalent P/N	Serial Number	Ship Date	Asset Status	Unit Cost	Extended Cost	Support List	
1	ShoreGear 50 Switch	10259	600-1041	S50J08330CC81E	10/22/2008	Covered	$1,995.00	$1,995.00		229.43
1	ShoreGear 50 Switch	10259	600-1041	S50J08330CC81F	10/22/2008	Covered	$1,995.00	$1,995.00		229.43
1	ShoreGear 50 Switch	10259	600-1041	S50J08330CC821	10/22/2008	Covered	$1,995.00	$1,995.00		229.43
1	ShoreGear 50 Switch	10259	600-1041	S50J08330CC822	10/22/2008	Covered	$1,995.00	$1,995.00		229.43
1	ShoreGear 50 Switch	10259	600-1041	S50J08330CC828	10/22/2008	Covered	$1,995.00	$1,995.00		229.43
1	ShoreGear 50 Switch	10259	600-1041	S50J08330CC82A	10/22/2008	Covered	$1,995.00	$1,995.00		229.43
1	ShoreGear 50 Switch	10259	600-1041	S50J08330CC84D	10/22/2008	Covered	$1,995.00	$1,995.00		229.43
1	ShoreGear 50 Switch	10259	600-1041	S50J08330CC85A	10/22/2008	Covered	$1,995.00	$1,995.00		229.43
1	ShoreGear 50 Switch	10259	600-1041	S50J08330CC867	10/22/2008	Covered	$1,995.00	$1,995.00		229.43
1	ShoreGear 50 Switch	10259	600-1041	S50J08330CC86C	10/22/2008	Covered	$1,995.00	$1,995.00		229.43
1	ShoreGear 50 Switch	10259	600-1041	S50J08360CCCBF	10/22/2008	Covered	$1,995.00	$1,995.00		229.43
29										6,653.47
1	ShoreGear 60 Switch	10168	EOL	12JC05400202A3	10/17/2005	Covered	$2,995.00	$2,995.00		344.43
1	ShoreGear 60 Switch	10168	EOL	12JC05400202A7	10/17/2005	Covered	$2,995.00	$2,995.00		344.43
1	ShoreGear 60 Switch	10168	EOL	12CM0510005B26	5/31/2005	Covered	$2,995.00	$2,995.00		344.43
1	ShoreGear 60 Switch	10168	EOL	12CM0510005B36	5/31/2005	Covered	$2,995.00	$2,995.00		344.43
1	ShoreGear 60 Switch	10168	EOL	12CM0442004806	12/20/2004	Covered	$2,995.00	$2,995.00		344.43
1	ShoreGear 60 Switch	10168	EOL	12CM043600416E	9/30/2004	Covered	$2,995.00	$2,995.00		344.43
1	ShoreGear 60 Switch	10168	EOL	12CM043600417E	9/30/2004	Covered	$2,995.00	$2,995.00		344.43
1	ShoreGear 60 Switch	10168	EOL	12CM0436004174	9/30/2004	Covered	$2,995.00	$2,995.00		344.43
1	ShoreGear 60 Switch	10168	EOL	12CM0426003AA0	8/5/2004	Covered	$2,995.00	$2,995.00		344.43
1	ShoreGear 60 Switch	10168	EOL	12CM0429003D2E	8/5/2004	Covered	$2,995.00	$2,995.00		344.43
10										3,444.30
1	ShoreGear-120 Switch	10134	EOL	24JC1034192AC6	12/22/2010	Covered	$4,995.00	$4,995.00		574.43
1	ShoreGear-120 Switch	10134	EOL	24JC08470E6106	2/26/2009	Covered	$4,995.00	$4,995.00		574.43
1	ShoreGear-120 Switch	10134	EOL	24JC062103BC50	7/12/2006	Covered	$4,995.00	$4,995.00		574.43
1	ShoreGear-120 Switch	10134	EOL	24JC062103BC54	7/12/2006	Covered	$4,995.00	$4,995.00		574.43
1	ShoreGear-120 Switch	10134	EOL	24JC062103BCBE	7/12/2006	Covered	$4,995.00	$4,995.00		574.43
1	ShoreGear-120 Switch	10134	EOL	24JC05420205FD	12/12/2005	Covered	$4,995.00	$4,995.00		574.43
1	ShoreGear-120 Switch	10134	EOL	24JC0547020E13	12/12/2005	Covered	$4,995.00	$4,995.00		574.43
1	ShoreGear-120 Switch	10134	EOL	24CM051700621C	10/17/2005	Covered	$4,995.00	$4,995.00		574.43
1	ShoreGear-120 Switch	10134	EOL	24CM052100647A	10/17/2005	Covered	$4,995.00	$4,995.00		574.43
1	ShoreGear-120 Switch	10134	EOL	24CM0521006482	10/17/2005	Covered	$4,995.00	$4,995.00		574.43
1	ShoreGear-120 Switch	10134	EOL	24CM0521006486	10/17/2005	Covered	$4,995.00	$4,995.00		574.43
1	ShoreGear-120 Switch	10134	EOL	24CM0521006488	10/17/2005	Covered	$4,995.00	$4,995.00		574.43
1	ShoreGear-120 Switch	10134	EOL	24CM052100648E	10/17/2005	Covered	$4,995.00	$4,995.00		574.43
1	ShoreGear-120 Switch	10134	EOL	24CM0521006490	10/17/2005	Covered	$4,995.00	$4,995.00		574.43
1	ShoreGear-120 Switch	10134	EOL	24CM0521006494	10/17/2005	Covered	$4,995.00	$4,995.00		574.43
1	ShoreGear-120 Switch	10134	EOL	24CM05210064D8	10/17/2005	Covered	$4,995.00	$4,995.00		574.43
1	ShoreGear-120 Switch	10134	EOL	24CM05210064DA	10/17/2005	Covered	$4,995.00	$4,995.00		574.43
1	ShoreGear-120 Switch	10134	EOL	24CM05210064E0	10/17/2005	Covered	$4,995.00	$4,995.00		574.43

Attachment 1: Hidalgo County ShoreTel Equipment List

Qty	ShoreTel Product	SKU	Equivalent P/N	Serial Number	Ship Date	Asset Status	Unit Cost	Extended Cost	Support List	
1	ShoreGear-120 Switch	10134	EOL	24CM051400604A	5/31/2005	Covered	$4,995.00	$4,995.00		574.43
1	ShoreGear-120 Switch	10134	EOL	24CM0514006052	5/31/2005	Covered	$4,995.00	$4,995.00		574.43
1	ShoreGear-120 Switch	10134	EOL	24CM0448004BE8	12/20/2004	Covered	$4,995.00	$4,995.00		574.43
1	ShoreGear-120 Switch	10134	EOL	24CM0429003CB8	9/30/2004	Covered	$4,995.00	$4,995.00		574.43
1	ShoreGear-120 Switch	10134	EOL	24CM425003A2A	8/5/2004	Covered	$4,995.00	$4,995.00		574.43
1	ShoreGear-120 Switch	10134	EOL	24CM425003850	8/5/2004	Covered	$4,995.00	$4,995.00		574.43
1	ShoreGear-120 Switch	10134	EOL	24CM425003A02	8/5/2004	Covered	$4,995.00	$4,995.00		574.43
25										14,360.75
1	ShoreGear-40 Switch	10142	EOL	08JC0650057C9F	12/27/2006	Covered	$1,995.00	$1,995.00		229.43
1	ShoreGear-40 Switch	10142	EOL	08JC061803B636	7/12/2006	Covered	$1,995.00	$1,995.00		229.43
1	ShoreGear-40 Switch	10142	EOL	08JC061803B666	7/12/2006	Covered	$1,995.00	$1,995.00		229.43
1	ShoreGear-40 Switch	10142	EOL	08JC061803B66C	7/12/2006	Covered	$1,995.00	$1,995.00		229.43
1	ShoreGear-40 Switch	10142	EOL	08JC053401F6FF	10/17/2005	Covered	$1,995.00	$1,995.00		229.43
1	ShoreGear-40 Switch	10142	EOL	08CM05090058BE	5/31/2005	Covered	$1,995.00	$1,995.00		229.43
1	ShoreGear-40 Switch	10142	EOL	08CM051800629C	5/31/2005	Covered	$1,995.00	$1,995.00		229.43
1	ShoreGear-40 Switch	10142	EOL	08CM043900438A	9/30/2004	Covered	$1,995.00	$1,995.00		229.43
1	ShoreGear-40 Switch	10142	EOL	08CM043900434A	9/24/2004	Covered	$1,995.00	$1,995.00		229.43
9										2,064.87
1	ShoreGear-T1 Switch	10144	EOL	T1JC08210CB5DF	10/22/2008	Covered	$3,495.00	$3,495.00		401.93
1	ShoreGear-T1 Switch	10144	EOL	T1JC08210CB629	10/22/2008	Covered	$3,495.00	$3,495.00		401.93
1	ShoreGear-T1 Switch	10144	EOL	T1JC08210CB66D	10/22/2008	Covered	$3,495.00	$3,495.00		401.93
1	ShoreGear-T1 Switch	10144	EOL	T1JC061003A866	7/7/2006	Covered	$3,495.00	$3,495.00		401.93
1	ShoreGear-T1 Switch	10144	EOL	T1JC053401F79F	10/17/2005	Covered	$3,495.00	$3,495.00		401.93
1	ShoreGear-T1 Switch	10144	EOL	T1JC053401F7B7	10/17/2005	Covered	$3,495.00	$3,495.00		401.93
1	ShoreGear-T1 Switch	10144	EOL	T1JC053401F7E1	10/17/2005	Covered	$3,495.00	$3,495.00		401.93
1	ShoreGear-T1 Switch	10144	EOL	T1CJ053201F649	10/7/2005	Covered	$3,495.00	$3,495.00		401.93
1	ShoreGear-T1 Switch	10144	EOL	T1CM04380041F4	9/30/2004	Covered	$3,495.00	$3,495.00		401.93
1	ShoreGear-T1 Switch	10144	EOL	T1CM04380042CE	9/29/2004	Covered	$3,495.00	$3,495.00		401.93
1	ShoreGear-T1 Switch	10144	EOL	T1CM0429003C6E	8/5/2004	Covered	$3,495.00	$3,495.00		401.93
1	ShoreGear-T1 Switch	10144	EOL	T1CM0249003C62	8/5/2004	Covered	$3,495.00	$3,495.00		401.93
12										4,823.16
1	ShoreTel Voice Switch 90	10260	600-1042	S90F13112E8E1B	7/10/2013	Covered	$2,995.00	$2,995.00		344.43
55	ShoreWare Client: Multi-Site License	No SKU: ShoreWare Client: Multi-Site License	NO P/N: EOL		8/5/2004	Covered	$200.00	$11,000.00		1,265.00
10	ShoreWare Client: Operator Call Manager	40006	610-1122		7/12/2006	Covered	$595.00	$5,950.00		684.25

Attachment 1: Hidalgo County ShoreTel Equipment List

Qty	ShoreTel Product	SKU	Equivalent P/N	Serial Number	Ship Date	Asset Status	Unit Cost	Extended Cost	Support List
80	ShoreWare Client: Supervisor Call Manager	40004	610-1018		10/17/2005	Covered	$595.00	$47,600.00	5,474.00
14	ShoreWare Extension & Mailbox Client	30035	690-1047		8/6/2013	Covered	$200.00	$2,800.00	322.00
50	ShoreWare Extension & Mailbox Client	30035	690-1047		7/31/2013	Covered	$200.00	$10,000.00	1,150.00
30	ShoreWare Extension & Mailbox Client	30035	690-1047		10/25/2011	Covered	$200.00	$6,000.00	690.00
28	ShoreWare Extension & Mailbox Client	30035	690-1047		10/22/2008	Covered	$200.00	$5,600.00	644.00
25	ShoreWare Extension & Mailbox Client	30035	690-1047		10/23/2007	Covered	$200.00	$5,000.00	575.00
100	ShoreWare Extension & Mailbox Client	30035	690-1047		4/16/2007	Covered	$200.00	$20,000.00	2,300.00
9	ShoreWare Extension & Mailbox Client	30035	690-1047		12/27/2006	Covered	$200.00	$1,800.00	207.00
100	ShoreWare Extension & Mailbox Client	30035	690-1047		7/12/2006	Covered	$200.00	$20,000.00	2,300.00
25	ShoreWare Extension & Mailbox Client	30035	690-1047		7/7/2006	Covered	$200.00	$5,000.00	575.00
500	ShoreWare Extension & Mailbox Client	30035	690-1047		10/17/2005	Covered	$200.00	$100,000.00	11,500.00
12	ShoreWare Extension & Mailbox Client	30035	690-1047		10/7/2005	Covered	$200.00	$2,400.00	276.00
200	ShoreWare Extension & Mailbox Client	30035	690-1047		5/31/2005	Covered	$200.00	$40,000.00	4,600.00
28	ShoreWare Extension & Mailbox Client	30035	690-1047		5/31/2005	Covered	$200.00	$5,600.00	644.00
7	ShoreWare Extension & Mailbox Client	30035	690-1047		2/28/2005	Covered	$200.00	$1,400.00	161.00
7	ShoreWare Extension & Mailbox Client	30035	690-1047		1/26/2005	Covered	$200.00	$1,400.00	161.00
29	ShoreWare Extension & Mailbox Client	30035	690-1047		1/26/2005	Covered	$200.00	$5,800.00	667.00
6	ShoreWare Extension & Mailbox Client	30035	690-1047		1/26/2005	Covered	$200.00	$1,200.00	138.00
6	ShoreWare Extension & Mailbox Client	30035	690-1047		1/26/2005	Covered	$200.00	$1,200.00	138.00
42	ShoreWare Extension & Mailbox Client	30035	690-1047		1/26/2005	Covered	$200.00	$8,400.00	966.00
5	ShoreWare Extension & Mailbox Client	30035	690-1047		12/20/2004	Covered	$200.00	$1,000.00	115.00
1	ShoreWare Extension & Mailbox Client	30035	690-1047		12/20/2004	Covered	$200.00	$200.00	23.00
11	ShoreWare Extension & Mailbox Client	30035	690-1047		12/20/2004	Covered	$200.00	$2,200.00	253.00
44	ShoreWare Extension & Mailbox Client	30035	690-1047		12/20/2004	Covered	$200.00	$8,800.00	1,012.00
4	ShoreWare Extension & Mailbox Client	30035	690-1047		12/20/2004	Covered	$200.00	$800.00	92.00
3	ShoreWare Extension & Mailbox Client	30035	690-1047		12/17/2004	Covered	$200.00	$600.00	69.00
10	ShoreWare Extension & Mailbox Client	30035	690-1047		11/29/2004	Covered	$200.00	$2,000.00	230.00
4	ShoreWare Extension & Mailbox Client	30035	690-1047		11/29/2004	Covered	$200.00	$800.00	92.00
5	ShoreWare Extension & Mailbox Client	30035	690-1047		11/17/2004	Covered	$200.00	$1,000.00	115.00
4	ShoreWare Extension & Mailbox Client	30035	690-1047		11/17/2004	Covered	$200.00	$800.00	92.00
15	ShoreWare Extension & Mailbox Client	30035	690-1047		9/30/2004	Covered	$200.00	$3,000.00	345.00
1	ShoreWare Extension & Mailbox Client	30035	690-1047		9/30/2004	Covered	$200.00	$200.00	23.00
5	ShoreWare Extension & Mailbox Client	30035	690-1047		9/30/2004	Covered	$200.00	$1,000.00	115.00
5	ShoreWare Extension & Mailbox Client	30035	690-1047		9/30/2004	Covered	$200.00	$1,000.00	115.00
3	ShoreWare Extension & Mailbox Client	30035	690-1047		9/30/2004	Covered	$200.00	$600.00	69.00
10	ShoreWare Extension & Mailbox Client	30035	690-1047		9/27/2004	Covered	$200.00	$2,000.00	230.00
6	ShoreWare Extension & Mailbox Client	30035	690-1047		9/24/2004	Covered	$200.00	$1,200.00	138.00
6	ShoreWare Extension & Mailbox Client	30035	690-1047		8/20/2004	Covered	$200.00	$1,200.00	138.00
1360									31,280.00

Attachment 1: Hidalgo County ShoreTel Equipment List

Qty	ShoreTel Product	SKU	Equivalent P/N	Serial Number	Ship Date	Asset Status	Unit Cost	Extended Cost	Support List
65	ShoreWare Extension Only Client	30039	690-1051		7/10/2013	Covered	$140.00	$9,100.00	1,046.50
50	ShoreWare Extension Only Client	30039	690-1051		11/17/2011	Covered	$140.00	$7,000.00	805.00
200	ShoreWare Extension Only Client	30039	690-1051		12/22/2010	Covered	$140.00	$28,000.00	3,220.00
50	ShoreWare Extension Only Client	30039	690-1051		11/9/2009	Covered	$140.00	$7,000.00	805.00
152	ShoreWare Extension Only Client	30039	690-1051		10/22/2008	Covered	$140.00	$21,280.00	2,447.20
18	ShoreWare Extension Only Client	30039	690-1051		12/12/2005	Covered	$140.00	$2,520.00	289.80
100	ShoreWare Extension Only Client	30039	690-1051		10/17/2005	Covered	$140.00	$14,000.00	1,610.00
1	ShoreWare Extension Only Client	30039	690-1051		2/28/2005	Covered	$140.00	$140.00	16.10
636									10,239.60
14	ShoreWare Personal Call Manager (requires ShoreTel 8 or later)	40005	610-1121		8/6/2013	Covered	$0.00	$0.00	0.00
50	ShoreWare Personal Call Manager (requires ShoreTel 8 or later)	40005	610-1121		7/31/2013	Covered	$0.00	$0.00	0.00
65	ShoreWare Personal Call Manager (requires ShoreTel 8 or later)	40005	610-1121		7/10/2013	Covered	$0.00	$0.00	0.00
50	ShoreWare Personal Call Manager (requires ShoreTel 8 or later)	40005	610-1121		11/17/2011	Covered	$0.00	$0.00	0.00
30	ShoreWare Personal Call Manager (requires ShoreTel 8 or later)	40005	610-1121		10/25/2011	Covered	$0.00	$0.00	0.00
200	ShoreWare Personal Call Manager (requires ShoreTel 8 or later)	40005	610-1121		12/22/2010	Covered	$0.00	$0.00	0.00
409									
1	ShoreWare Server Software	SKU Based on Version	P/N based on Version		10/7/2005	Covered	$0.00	$0.00	0.00
1	ShoreWare Server Software	SKU Based on Version	P/N based on Version		8/5/2004	Covered	$0.00	$0.00	0.00
5	ShoreWare SIP Trunk License	30043	690-1054		6/15/2010	Covered	$50.00	$250.00	28.75
30	ShoreWare SoftPhone	30006	690-1014 (EOL)		8/5/2004	Covered	$150.00	$4,500.00	517.50

Support List Total: **85,454.64**

ShoreTel Partner Support for Hidalgo County from Richline Technical Services: 61,527.34

Effective Discount: 28% off List

Note: Quoted Price for Partner Support of $61,527.34 represents an 28% discount off price. As per agreement negotiated with Renán Ramirez, support was to be negotiated for subsequent years based on 28% off list with considerations to be made for the number of support incidents. As per the previous renewal, we will continue with the 28% off list discount price. WSCA-NASPO contract guarantees Support Contracts at a minimum of 15% off list.

Attachment 1: Hidalgo County ShoreTel Equipment List

Qty	ShoreTel Product	SKU	Equivalent P/N	Serial Number	Ship Date	Asset Status	Unit Cost	Extended Cost	Support List

Please Note: By law, Richline Technical Service, LLC is required to charge Sales Tax on all support contracts. This is because software updates are provided by ShoreTel, Inc. as part of the annual support agreement. The software updates portion of the ShoreCare support agreement does not contain VSOE (eg fair market value for that portion) and cannot be broken out separately, and therefore by law, ShoreTel Partner-Richline Technical Services, LLC must collect sales tax on the entire support amount. All appropriate State, County, and City taxes will be

Hidalgo County Courthouse
100 N Closner Blvd.
Edinburg, TX 78539
Main Phone: 956.318.2150
Main Fax: 956.318.2152
Renewal ID: SQ-1212929

Richline Technical Services LLC, 51748
PO Box 1399
Corpus Christi, TX 78403
Main Phone: 361.882.6297
Main Fax: 361.887.9910

ShoreTel Partner Support (ShoreCare) for Hidalgo County from Richline Technical Services: **$61,527.34**
One Year Term 2/1/2015 through 1/31/2016

PO Number to reference for billing purposes: _____ Date: _____

Signature: _____

Print Name: _____

I have reviewed the attached ShoreTel System configuration and understand that only the products and equipment shown on the configuration list with the status of "Covered" will be supported by ShoreTel, Inc.. Please note that ShoreTel Phones/Handsets are not listed and therefore not covered under this support contract. I understand that by renewing my ShoreCare Partner Agreement, I am agreeing to the ShoreCre Partner Support Agreement Addendum (Partner Support Datasheet.pdf) attached. Support quotes are final upon receipt by ShoreTel of a copy executed by the Partner.

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

RE: ShoreTel WSCA-NASPO and ShoreTel Support Renewal

From : Josh Richline <jrichline@richline.cc> Fri, Dec 19, 2014 11:29 AM

Subject : RE: ShoreTel WSCA-NASPO and ShoreTel Support Renewal

To : Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us>, Renan Ramirez (renan.ramirez@co.hidalgo.tx.us) <renan.ramirez@co.hidalgo.tx.us>

Cc : Edna Kirby (edna.kirby@co.hidalgo.tx.us) <edna.kirby@co.hidalgo.tx.us>, Martha Salazar <martha.salazar@co.hidalgo.tx.us>, Jim McGarry <JMcGarry@shoretel.com>

Good morning,

After reviewing your email I think I understand the problem and it's pretty easily explained. The items you are referring to (below) are all "End of Life". As ShoreTel improves their product line they retire certain products in favor of new, smaller, faster hardware with more capacity. With most of these items that is the case, these were all full-width voice switches retired in favor of half-width switches which take up half the space in the server rooms and have more capability per square inch.

ShoreGear 60 Switch 10168 EOL
ShoreGear-120 Switch 10134 EOL
ShoreGear-40 Switch 10142 EOL
ShoreGear-T1 Switch 10144 EOL
(old product line)

Replaced with:
ShoreGear 30 Switch 10320 600-1071
ShoreGear 50 Switch 10259 600-1041
ShoreGear 90 Switch 10260 600-1042
ShoreGear T1k Switch 10322 600-1069
(+ others from new product line (half-width))

This has been gradually occurring with the last of the full width switches being retired sometime In 2012. I think we were asked the same question on one of the Annual Partner Support Renewals which is why I added the Equivalent P/N column on the quote and noted that these items were still covered under product support and replacement, but that they were End Of Life and there was no Part Number off of which to order them anymore.

The last item:
ShoreWare SoftPhone 30006 690-1014 (EOL)
Is simply a license that we don't sell anymore. The closest thing to it is the Professional Access License (30052, 610-1115) which includes Softphone and a Standard Resolution Video License. Licensing (much the same as hardware) is something that changes over time so not everything that was purchased previously has an exact modern equivalent, but more likely a new product that has more or slightly different capability. All licenses are supported by the Partner Support Agreement and are updated in any Software Updates and Enhancements that are released from ShoreTel. Their capabilities are not diminished nor are they forgotten and unused, we simply package them differently.

I hope this answers the questions. Please feel free to call if you have any additional questions.

Josh

Josh Richline
Richline Technical Service/Pyramid Communications
Sr. Vice President/Business Development
361.760.1015 ofc, fax, cell
(video) jrichline@richline.cc

Click here to direct video dial me on LifeSize WEBRTC on CHROME (currently in BETA-Chrome is the only supported browser)

AI -48332 **Purchasing Department** **23. F. 1.**

CC - REGULAR

Meeting Date: 02/04/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Letty Saenz, 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) for a "professional architectural services";

b. Presentation of the scoring grid (for the purposes of ranking by CC) the firm graded & evaluated through the County's approved "pool" of **Architectural Firms** in connection to the **"Design and Construction of a Mechanical Shop"** at **Hidalgo County Precinct 4**;

ARCHITECTURAL FIRMS

Totals	ERO Architects	Milnet Architectural Services	ROFA Architects Inc.
Scores	99	96	95
Ranking			

c. Authority for the Purchasing Department to negotiate a professional **(AIA form of Agreement)** for **Architectural Services** for the purposes of the **"Design and Construction of a Mechanical Shop"** at **Hidalgo County Precinct 4,** with the No.1 ranked firm _____ for Architectural Services.

BACKGROUND

SCORE GRID BY PCT 4 (GRADER MARCOS LOPEZ)

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

*Note: Funding Source to be identified by Budget Dept. and Hidalgo County Precinct #4 staff
**(Per Marcos will come out of Bond proceeds)

Attachments

GRID-ARCHITECTURAL SVCS-MECH SHOP-PCT 4

Form Review

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

Purchasing Department	Marty Salazar	01/30/2015 05:09 PM
Auditor's Office	Monica Badillo	01/30/2015 05:20 PM
Form Started By: Letty Saenz		Started On: 01/30/2015 09:23 AM
Final Approval Date: 01/30/2015		

PROFESSIONAL ARCHITECTURAL SERVICES
for
"THE DESIGN and **CONSTRUCTION OF A MECHANICAL SHOP"** at
HIDALGO COUNTY PRECINCT NO. 4

Scoring & Evaluation GRID

Architectural Firms

Total Scores	ERO Architects	Milnet Architectural Services	ROFA Architects, Inc.
Evaluator 1	99	96	95
RANKING			

Scoring/Evaluation-completed by HC Precinct No. 4-Marcos Lopez

AI -48236 **Closed Session** **24. C.**

CC - REGULAR

Meeting Date: 02/04/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Heights

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/23/2015 04:11 PM
Sylvia Solis	Veronica Ortiz	01/23/2015 04:13 PM
Purchasing Department	Monica Badillo	01/30/2015 05:20 PM
Form Started By: Monica Badillo		Started On: 01/23/2015 02:14 PM
Final Approval Date: 01/30/2015		

AI -48228 **Closed Session** **24. D.**

CC - REGULAR

Meeting Date: 02/04/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-0020-15-B; Esther Mata De La Garza v. Hidalgo County, Precinct 3, Pl 1 and Judge Luis Garza

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/23/2015 11:47 AM
Purchasing Department	Monica Badillo	01/30/2015 05:20 PM
Form Started By: Monica Badillo		Started On: 01/23/2015 11:07 AM
Final Approval Date: 01/30/2015		

AI -48240 **Closed Session** **24. E.**

CC - REGULAR

Meeting Date: 02/04/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-0255-15-A; Pablo and Amanda Garcia ind. and as reps of Estate of Rai Garcia v Hidalgo County and Rosalaba Elizondo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/23/2015 04:14 PM
Purchasing Department	Monica Badillo	01/30/2015 05:20 PM
Form Started By: Monica Badillo		Started On: 01/23/2015 03:12 PM
Final Approval Date: 01/30/2015		

AI -48252 **Closed Session** **24. F.**

CC - REGULAR

Meeting Date: 02/04/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Domingo Sierra & Silvia Sierra

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/27/2015 10:09 AM
Purchasing Department	Monica Badillo	01/30/2015 05:20 PM
Form Started By: Aida Alvarez		Started On: 01/26/2015 01:49 PM
Final Approval Date: 01/30/2015		

AI -48273 **Closed Session** **24. G.**

CC - REGULAR

Meeting Date: 02/04/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of David Diaz

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/27/2015 01:46 PM
Purchasing Department	Monica Badillo	01/30/2015 05:20 PM
Form Started By: Aida Alvarez		Started On: 01/27/2015 01:35 PM
Final Approval Date: 01/30/2015		

AI -48321 **Closed Session** **24. H.**

CC - REGULAR

Meeting Date: 02/04/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Aurora Fuentes

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/30/2015 09:14 AM
Purchasing Department	Monica Badillo	01/30/2015 05:20 PM
Form Started By: Aida Alvarez		Started On: 01/29/2015 03:07 PM
Final Approval Date: 01/30/2015		

AI -48237 **Open Session** **25. C.**

CC - REGULAR

Meeting Date: 02/04/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Heights

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/23/2015 04:12 PM
Purchasing Department	Monica Badillo	01/30/2015 05:20 PM
Form Started By: Monica Badillo		Started On: 01/23/2015 02:17 PM
Final Approval Date: 01/30/2015		

AI -48229 **Open Session** **25. D.**

CC - REGULAR

Meeting Date: 02/04/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-0020-15-B; Esther Mata De La Garza v. Hidalgo County, Precinct 3, Pl 1 and Judge Luis Garza

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/23/2015 11:47 AM
Purchasing Department	Monica Badillo	01/30/2015 05:20 PM
Form Started By: Monica Badillo		Started On: 01/23/2015 11:07 AM
Final Approval Date: 01/30/2015		

AI -48241 **Open Session** **25. E.**

CC - REGULAR

Meeting Date: 02/04/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-0255-15-A; Pablo and Amanda Garcia ind. and as reps of Estate of Rai Garcia v Hidalgo County and Rosalaba Elizondo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/23/2015 04:14 PM
Purchasing Department	Monica Badillo	01/30/2015 05:20 PM
Form Started By: Monica Badillo		Started On: 01/23/2015 03:12 PM
Final Approval Date: 01/30/2015		

AI -48253 **Open Session** **25. F.**

CC - REGULAR

Meeting Date: 02/04/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Domingo Sierra & Silvia Sierra

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/27/2015 10:09 AM
Purchasing Department	Monica Badillo	01/30/2015 05:20 PM
Form Started By: Aida Alvarez		Started On: 01/26/2015 01:52 PM
Final Approval Date: 01/30/2015		

AI -48274 **Open Session** **25. G.**

CC - REGULAR

Meeting Date: 02/04/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of David Diaz

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/27/2015 01:46 PM
Purchasing Department	Monica Badillo	01/30/2015 05:20 PM
Form Started By: Aida Alvarez		Started On: 01/27/2015 01:37 PM
Final Approval Date: 01/30/2015		

AI -48322 **Open Session** **25. H.**

CC - REGULAR

Meeting Date: 02/04/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Aurora Fuentes

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/30/2015 09:14 AM
Purchasing Department	Monica Badillo	01/30/2015 05:20 PM
Form Started By: Aida Alvarez		Started On: 01/29/2015 03:08 PM
Final Approval Date: 01/30/2015		